HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-01

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

THIS RESOLUTION is adopted this 25th day of January, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the 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, on January 26, 2021, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; 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 25th day of January, 2022, at which meeting a quorum was present.

S. David Deanda, Chairman

Attest:

Ezequiel Reyna, 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. 2022-02

APPROVAL OF WORK AUTHORIZATION 1 SUPPLEMENTAL 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of January 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, the authority finds it necessary to approve Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

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 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 Supplemental 1 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 25th day of January 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 1 SUPPLEMENT 1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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)
_____	12/22/2021
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-03

APPROVAL OF WORK AUTHORIZATION 2 SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of January 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on Jaunaury 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, the authority finds it necessary to approve Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

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

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

Section 2. The Board hereby approves Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 2 Supplemental 2 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 25th day of January 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 2 SUPPLEMENT 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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)
_____	12/22/2021
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-04

APPROVAL OF WORK AUTHORIZATION 3 SUPPLEMENTAL 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of January 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR

Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, the authority finds it necessary to approve Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

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 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 3 Supplemental 1 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 25th day of January 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 3 SUPPLEMENT 1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on November 30, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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)
_____	12/22/2021
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-05

DESIGNATING ADDITIONAL ROUTES TO THE HIDALGO COUNTY OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

THIS RESOLUTION is adopted this 25th day of January, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

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

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

WHEREAS, the Board finds it to be in the best interest of the Authority and the County to designate additional routes for the issuance of oversize and overweight permits, the collection of fees, and the maintenance of the roadways located in certain oversize and overweight corridors;

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 additional routes relating to the permitting of oversize and overweight vehicles carrying cargo on certain roadways in the County, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to submit the additional route to the Texas Department of Transportation for consideration by the Texas Transportation Commission.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 25th day of January, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

ADDITIONAL ROUTES TO THE HIDALGO COUNTY OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

US 281 Military Highway from FM1015 East to the Hidalgo/Cameron County line

EXHIBIT A. PROPOSED OW ROUTE: US 281 / MILITARY HIGHWAY FROM FM 1015 TO COUNTY LINE (MILE 3E)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Scale:
0 0.25 0.5 1 Miles

Author: Eric Davila, PE, PMP, CCM
Date: 1/19/2022

Existing OW Network

Proposed Route: US 281 Military Hwy FM 1015 to County Line (Mile 3 E) 5.5 Mi

U.S. (Texas) / Mexico Border

Progresso Port of Entry

Hidalgo County

HIDALGO COUNTY

CAMERON COUNTY

US 281 Military Hwy.

Path: D:\BKUP\HCRMA\GIS\EXHIBITS\2022-01-19 OW NEW RTE (LTR).mxd

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-06

CONSIDERATION AND APPROVAL OF UTILITY RELOCATION AGREEMENT WITH ENBRDIGE FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 25th day of January, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

WHEREAS, Enbridge, a subsidiary of Spectra Energy Midstream, relocated or adjusted a Federal Energy Regulatory Commission [F.E.R.C.] natural gas pipeline at Sta. 1182+04, perpendicular crossing. The work consisted of the adjustment, removal, and/or relocation of 959' of existing 30" pipe at the proper depth to provide required clearances for the safe construction of proposed HCRMA 365 Toll roadway facility;

WHEREAS, Enbridge is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 100%; however, it was determined that only 567'(59.12%) of 959' were eligible for compensation; remaining 392' of line were attributable to company betterment; Ratio was applied and proved for an overall total estimated reimbursable cost of $982,275.00..

WHEREAS, the Authority finds it necessary to approve Resolution 2022-06 for final form of Utility Relocation Agreement U-0031-033 and payment of $982,275.00 to Enbridge for 59.12% participation 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 Resolution 2022-06 for final form of Utility Relocation Agreement U-0031-033 and payment of $982,275.00 to Enbridge for 59.12% participation for the 365 Tollway Project.

Section 3. The Board hereby authorized agreement and payment in substantially the form as the document attached hereto as Exhibit A and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel.

• • • • •

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th day of **January**, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

ENBRIDGE AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

DRAFT

STANDARD UTILITY AGREEMENT

U-Number: **U-0031-033**

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, **("Authority**"), and **Enbridge,**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: excavate 591 feet of existing natural gas 30" pipe line, remove the existing coating, inspect and re-coat the existing pipe line, backfill the excavation to the specified requirements (including 860 CY flowable fill) at approximate station 1182+00; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. The Utility acknowledges that only documented and substantiated actual costs will be paid by the HCRMA. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost, $ 982,275(% of $) , as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement. Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of $ (TBD% of $) as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.

This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority.** However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____
Name of Utility

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
Chief Construction Engineer, HCRMA

Scope of Work:	Hidalgo County Tollway
RFP Number:	XX-XXXX
Evaluation Date:	August 2, 2021

PRICE

Description	Bid 1	Bid 2	Bid 3	Bid 4	Bid 5
OVERALL NOTES:					
Lump Sum Price					
Performance and Payment Bonds	$3,603.00	$5,247.06	$18,000.00	$5,809.00	$5,000.00
Mobilization	$57,041.00	$137,500.00	$60,000.00	$83,000.00	$75,000.00
Site Work	$136,092.00	$168,750.00	$210,000.00	$57,600.00	$70,000.00
Retirement / Removal / Abandonment	$66,740.00	$163,518.75	$150,001.20	$99,002.73	$193,800.00
Fabrication and Installation	$91,623.00	$629,850.00	$420,003.36	$274,004.13	$368,220.00
Pressure Testing	$79,498.00	$84,787.50	$85,000.68	$242,734.50	$72,675.00
Restoration / Cleanup	$68,298.00	$60,562.50	$150,001.20	$54,002.37	$116,280.00
Demobilization	$19,851.00	$56,250.00	$60,000.00	$21,138.00	$35,000.00
Total Lump Sum Price	**$522,746.00**	**$1,306,465.81**	**$1,153,006.44**	**$837,290.73**	**$935,975.00**
EXTRA WORK UPI					
Additional Welds	$76.00	$281.25	$125.00	$80.00	$150.00
Additional Bevels	$300.00	$28.13	$35.00	$40.00	$15.00
Additional Internal Mechanical Transitions	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Internal Hand Transitions	$1,800.00	$62.50	$75.00	$120.00	$20.00
Additional Concrete - Placement, Formed	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Concrete - Placement, Neat	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Paving	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crushed Stone with Geotech Fabric	$72.00	$93.75	$110.00	$65.00	$55.00
Solid Rock Excavation (Mechanical Method) – In Ditch	$0.00	$0.00	$0.00	$0.00	$0.00
Solid Rock Excavation (Mechanical Method) – Fabrication / Bore Pits	$0.00	$0.00	$0.00	$0.00	$0.00
Solid Rock Excavation (Blasting) – In Ditch	$0.00	$0.00	$0.00	$0.00	$0.00
Solid Rock Excavation (Blasting) – Fabrication / Bore Pits	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Chisel Plow/Rock Picking	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Ditch Depth -By Conventional Method	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Ditch Depth - By Mechanical Rock Excavation Method	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Ditch Depth - By Blasting Rock Excavation Method	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Topsoil Separation	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Topsoil	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing - Single Wire Electric	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing - Single Strand Barbed Wire	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing - Three Strand Barbed Wired	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing – Woven Wire – Min. 4' High W / Single Strand Barbed Wire	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing - Woven Wire – Min. 4' High W / Single Strand Electric	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Fencing - Woven Wire – Min. 4' High	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Five Strand (two strands electric and three strands high tensile)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional 4 strand high tensile	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Flowable Fill	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Farm Type Gate - 12' Farm Type Gate	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Farm Type Gate - 16' and Larger Farm Type Gate	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Farm Type Gate - Cattle Guard	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Permanent Access Road	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Hard Trench Plug	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around - Clearing Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around – Grading Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around – Blasting and Ditching Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around - Stringing Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around - Bending Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around - Welding Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around - Field Joint Coating Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around – Lowering In and Backfill Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around – Tie-In Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Crew Move Around – Clean-Up Crew	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Fabricated Pipe Gate	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Lawn Restoration	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Pipeline Markers	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites - Typical Site (TS)	$250.00	$750.00	$225.00	$225.00	$500.00
Additional Cathodic Protection Test Sites - Calibrated Site (CS)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites - Foreign Pipe Crossing CP Site (FS)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites - Insulated Flange CP Site (IS)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Coupon Test Site (CSS)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Typical CP Test Station Site with GCM and SSD (TS-GCM)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Calibrated CP Test Station Site with GCM and SSD (CS-GCM)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Foreign Pipe Crossing CP Test Station Site With GCM an SSD (FS-GCM)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Insulated Flange CP Test Station Site with GCM and SSD (IS-GCM)	$0.00	$0.00	$0.00	$0.00	$0.00

Additional Cathodic Protection Test Sites – Coupon Test Station Site with GCM and SSD (CSS-GCM)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Pipe-to-Pipe Bond Test Station	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Cathodic Protection Test Sites – Pipe-to-Pipe Bond Test Station with PCR	$0.00	$0.00	$0.00	$0.00	$0.00
Field Drain Tile Crossing - 4" – 8" Drain Tile	$50.00	$37.50	$35.00	$150.00	$45.00
Field Drain Tile Crossing - 10" – 14" Drain Tile	$75.00	$50.00	$45.00	$260.00	$50.00
Field Drain Tile Crossing - 16" – 20" Drain Tile	$91.00	$68.75	$55.00	$375.00	$55.00
Field Drain Tile Crossing - 24" – 30" Drain Tile	$183.00	$87.50	$65.00	$562.00	$60.00
Additional Timber Construction Mats (non-wetland area)	$600.00	$250.00	$75.00	$187.50	$325.00
Additional 4" Steel Pipe Guard Post	$175.00	$625.00	$60.00	$300.00	$50.00
Additional 36" 9,000 Pound Saddle Bag Weight	$0.00	$0.00	$0.00	$0.00	$0.00
Additional 9,000 Pound Set-on Weights	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Rock Shield	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Sheet Piling	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Dewatering by Well Pointing Installation and Removal	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Dewatering by Well Pointing Daily Operations	$0.00	$0.00	$0.00	$0.00	$0.00
Wash Station Installation	$0.00	$0.00	$0.00	$0.00	$0.00
Wash Station Operation	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Chipping, Hauling and Disposal of Trees / Bushes	$0.00	$0.00	$0.00	$0.00	$0.00
EXTRA WORK UPI SUBTOTAL:	$3,672.00	$2,334.38	$905.00	$2,364.50	$1,325.00
ENVIRONMENTAL PROTECTION					
Trench Breakers - Earth Filled Sacks	$0.00	$0.00	$0.00	$0.00	$0.00
Trench Breakers - Sackcrete, in Lieu of Earth Filled Sacks	$0.00	$0.00	$0.00	$0.00	$0.00
Trench Breakers - Foam Breakers	$0.00	$0.00	$0.00	$0.00	$0.00
BSRF Priority 1 – Green Band Heavy Duty Silt Fence	$6.50	$8.75	$15.00	$14.50	$10.00
BSRF Priority 2 – Non-Woven Medium Duty Silt Fene	$0.00	$0.00	$0.00	$0.00	$0.00
Super Silt Fence	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Safety Fence	$5.00	$5.00	$7.00	$6.75	$6.00
Wetlands Technique (includes timber mats)	$0.00	$0.00	$0.00	$0.00	$0.00
Erosion Control Fabric - Curlex or Equivalent	$0.00	$6.25	$3.25	$3.50	$8.00
Erosion Control Fabric - High Velocity Curlex	$0.00	$0.00	$0.00	$0.00	$0.00
Erosion Control Fabric - Non-woven Geotech Fabric (Ercomat or Equivalent)	$4.50	$6.25	$6.25	$11.25	$8.00
Erosion Control Fabric - Jute Mat / Netting	$9.00	$6.25	$7.25	$12.15	$8.00
Erosion Control Fabric - 100% Biodegradable Erosion Control Matting	$12.50	$6.25	$10.00	$13.00	$8.00
Straw Bales	$12.00	$25.00	$26.00	$28.00	$35.00
Additional Rock Access Pad	$0.00	$0.00	$0.00	$0.00	$0.00
Rock Access Pad Refurbishment	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Compacted Earth Slope Breakers (Interceptor Dikes)	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Culvert - With Crushed Stone	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Temporary Culvert - Without Crushed Stone	$0.00	$0.00	$0.00	$0.00	$0.00
Permanent Culvert – Per 12" Steel Culvert (20' Minimum)	$0.00	$0.00	$0.00	$0.00	$0.00
Permanent Culvert – Per 16" Steel Culvert (20' Minimum)	$0.00	$0.00	$0.00	$0.00	$0.00
Filter Bag – 6' x 13' Bag	$350.00	$500.00	$300.00	$575.00	$650.00
Filter Bag – 13' x 15' Bag	$425.00	$625.00	$450.00	$1,150.00	$950.00
Upland Swale Culvert	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Double Layer Timber Construction Mats (small stream crossings)	$225.00	$312.50	$150.00	$375.00	$150.00
Additional Fertilize	$500.00	$750.00	$650.00	$900.00	$750.00
Additional Seed	$650.00	$625.00	$750.00	$600.00	$650.00
Additional Mulch	$700.00	$1,562.50	$1,000.00	$750.00	$2,500.00
Winter Stabilization	$0.00	$0.00	$0.00	$0.00	$0.00
Erosion Control Filter Log - 9" Diameter x 10' Long Log	$54.00	$125.00	$325.00	$85.00	$100.00
Erosion Control Filter Log - 12" Diameter x 10' Long Log	$73.00	$150.00	$400.00	$110.00	$120.00
Flexterra® - 3000 lbs/acre rate for ≤ 33% slope	$800.00	$12,500.00	$12,500.00	$6,000.00	$10,000.00
Flexterra® - 3500 lbs/acre rate for 34% - 49% slope	$975.00	$15,625.00	$15,000.00	$6,000.00	$12,000.00
Flexterra® - 4000 lbs/acre rate for 50% - 100% slope	$1,185.00	$17,500.00	$17,500.00	$6,700.00	$13,000.00
Flexterra® - 4500 lbs/acre rate for > 100% slope	$1,250.00	$25,000.00	$20,000.00	$6,700.00	$15,000.00
Additional – 12" Filter Soxx	$229.00	$15.00	$10.00	$13.50	$12.00
Additional – 18" Filter Soxx	$229.00	$22.50	$18.00	$22.50	$15.00
Additional – 24" Filter Soxx	$229.00	$30.00	$25.00	$30.00	$20.00
French Drain	$0.00	$0.00	$0.00	$0.00	$0.00
Drain Away™ Panel Drain	$0.00	$0.00	$0.00	$0.00	$0.00
Trench Breaker Drain per ES-0017C	$0.00	$0.00	$0.00	$0.00	$0.00
Trench Breaker Drain per ES-0017D	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Catch Basin Inserts	$0.00	$0.00	$0.00	$0.00	$0.00
Additional Run-on and Run-off Swales	$0.00	$0.00	$0.00	$0.00	$0.00
ENVIRONMENTAL PROTECTION SUBTOTAL:	$7,923.50	$75,406.25	$69,152.75	$30,100.15	$56,000.00
Total Additional Costs	**$11,595.50**	**$77,740.63**	**$70,057.75**	**$32,464.65**	**$57,325.00**
Total Contract Price:	**$534,341.50**	**$1,384,206.44**	**$1,223,064.19**	**$869,755.38**	**$993,300.00**

ENBRIDGE

GTM Pipeline Programs

Hidalgo Co. Tollroad
Class III Estimate
8/20/2021

WBS	WBS Code	Description	Original Unclassified Estimate	Revised Class III Estimate	With betterment % applied	Split*	Estimate Notes
01.00		**Prime Contractor - Lay Price**					
	01.09	CON - Mobilization	$100,000	$329,154	$194,201	N/A	All construction costs are % based with the exception of mobilization
	01.01	CON - Clearing / Grading 10% of Lay Price	35,789	$0	$0	%	
	01.02	CON - Ditching 10% of Lay Price	35,789	$0	$0	%	
	01.03	CON - Stringing 5% of Lay Price	17,895	$0	$0	%	
	01.04	CON - Welding 30% of Lay Price	107,361	$0	$0	%	
	01.05	CON - Coating 5% of Lay Price	17,895	$0	$0	%	
	01.06	CON - Lower-in / Tie-in 10% of Lay Price	35,789	$0	$0	%	
	01.07	CON - Backfilling / Padding 10% of Lay Price	35,789	$0	$0	%	
	01.08	CON - Clean-Up 20% of Lay Price	71,572	$0	$0	%	
	01.10	CON - Demobilization	$0	$0	$0	N/A	
		01.00 Prime Contractor - Lay Price	**$457,879**	**$329,154**	**$194,201**		
02.00		**Prime Contractor - General**					
	02.01	CON - Mobilization	$0	$258,621	$152,586	N/A	All construction costs are % based with the exception of mobilization
	02.02	CON - Site Work	$0	$0	$0	%	
	02.03	CON - Foundations	$0	$0	$0	%	
	02.04	CON - Equipment	$0	$0	$0	%	
	02.05	CON - Open Cuts	$0	$0	$0	%	
	02.06	CON - Road / Railroad Bores	$0	$0	$0	%	
	02.07	CON - Waterbody Crossings	$0	$0	$0	%	
	02.08	CON - HDD	$0	$0	$0	%	
	02.09	CON - Fab & Install	$0	$0	$0	%	
	02.10	CON - Pressure Testing / Start-Up	$65,000	$0	$0	%	
	02.11	CON - Electrical	$0	$0	$0	%	
	02.12	CON - Instrumentation	$0	$0	$0	%	
	02.13	CON - Paint / Coating / Insulation	$0	$0	$0	%	
	02.15	CON - Contractor Services	$0	$0	$0	%	
	02.24	CON - Retirement / Removal / Abandonments	$175,500	$0	$0	%	
	02.25	CON - Performance / Payment Bonds	$8,629	$0	$0	%	
	02.27	CON - Extra Work (Unit Pay Items)	$56,195	$0	$0	%	
	02.28	CON - Environmental Protection	$6,500	$0	$0	%	
	02.29	CON - Change Orders	$41,089	$0	$0	%	
	02.34	CON - Demobilization	$0	$0	$0		
		02.00 Prime Contractor - General	**$352,913**	**$258,621**	**$152,586**		
03.00		**Rotating Equipment**					
	03.01	MAT - Prime Movers and Compressor Sets	$0	$0	$0	N/A	Won't apply to this project
	03.02	MAT - Air Compressors	$0	$0	$0	N/A	
	03.03	MAT - Generators	$0	$0	$0	N/A	
		03.00 Rotating Equipment	**$0**	**$0**	**$0**	N/A	
04.00		**Engineered Equipment**					
	04.01	MAT - Coolers	$0	$0	$0	N/A	Won't apply to this project
	04.02	MAT - Heaters	$0	$0	$0	N/A	
	04.03	MAT - Buildings	$0	$0	$0	N/A	
	04.04	MAT - Tanks / Vessels	$0	$0	$0	N/A	
	04.05	MAT - Scrubbers / Filter Separators	$0	$0	$0	N/A	
	04.07	MAT - Fabrications - General	$0	$0	$0	N/A	
		04.00 Engineered Equipment	**$0**	**$0**	**$0**	N/A	
05.00		**Pipe**					
	05.01	MAT - Pipe - 30" & Larger	$54,302	$54,302	$32,038	%	% based on LF
	05.02	MAT - Pipe - 16" - 26"	$0	$0	$0	%	
	05.03	MAT - Pipe - 14" & Smaller	$0	$0	$0	%	
	05.04	MAT - Pipe Bends	$0	$0	$0	%	
		05.00 Pipe	**$54,302**	**$54,302**	**$32,038**	%	
06.00		**Valves**					
	06.01	MAT - Valves - 30" & Larger	$0	$0	$0	%	
	06.02	MAT - Valves - 16" - 26"	$0	$0	$0	%	
	06.03	MAT - Valves - 14" & Smaller	$0	$0	$0	%	
		06.00 Valves	**$0**	**$0**	**$0**	%	
07.00		**General Materials**					
	07.01	MAT - Materials General	$2,410	$2,410	$1,422	%	
	07.02	MAT - Fittings & Flanges	$0	$0	$0	%	
	07.03	MAT - Spare Parts / Bundles	$0	$0	$0	%	
	07.04	MAT - Freight & Handling	$5,498	$5,498	$3,244	%	Freight & Handling, default is 3%
	07.05	MAT - Sales / Use Tax	$7,531	$7,531	$4,443	%	Sales Tax, use % provided by Accounting
		07.00 General Materials	**$15,439**	**$15,439**	**$9,109**	**%**	
08.00		**Electrical & Instrumentation**					
	08.01	MAT - Power	$0	$0	$0	N/A	Won't apply to this project
	08.02	MAT - Controls	$0	$0	$0	N/A	
	08.03	MAT - Instrumentation	$0	$0	$0	N/A	
	08.04	MAT - Meters	$0	$0	$0	N/A	
	08.05	MAT - Regulators	$0	$0	$0	N/A	
		08.00 Electrical & Instrumentation	**$0**	**$0**	**$0**	N/A	
10.00		**Engineering & Design**					
	10.01	ENG - Design Services	$80,369	$76,360	$76,360	N/A	Design remained static irregardless of additional pipe footage
	10.02	ENG - Testing Services	$0	$0	$0	N/A	
	10.03	ENG - Geo-Tech / HDD Services	$0	$0	$0	N/A	
	10.04	ENG - EPC Substation	$0	$0	$0	N/A	
	10.05	ENG - Storage Permits	$0	$0	$0	N/A	
	10.06	ENG - Engineering Design Consultants	$0	$0	$0	N/A	
	10.07	ENG - Commissioning Services	$0	$0	$0	N/A	
	10.08	ENG - Close Out & As-Builts	$374	$0	$0	N/A	
		10.00 Engineering & Design	**$80,743**	**$76,360**	**$76,360**	**N/A**	
11.00		**Right of Way**					
	11.01	ENG - ROW Permitting Fees	$0	$0	$0	N/A	Permits remain unchanged
	11.02	ENG - ROW Acquisitions	$19,050	$11,750	$6,933	N/A	Actual acquisitions costs
	11.03	ENG - ROW Acquisition Fee Simple	$0	$0	$0	N/A	Actual fees
	11.04	ENG - ROW Agents	$240,000	$63,000	$37,170	%	

	11.05	ENG - ROW Legal Support	$20,000	$0	$0	%	
	11.06	ENG - ROW Damages	$4,445	$4,881	$4,881	N/A	Actual damages for effected parcels
	11.07	ENG - ROW Other	$20,000	$0	$0	%	
		11.00 Right of Way	**$303,495**	**$79,631**	**$48,984**		
12.00		**Environmental Permitting**					
	12.01	ENV - Bio Field Surveys	$4,000	$4,000	$2,360	%	Survey work is % based
	12.02	ENV - Cultural Resources Surverys	$18,500	$18,500	$10,915	%	Survey work is % based
	12.03	ENV - FERC Application	$0	$0	$0	N/A	
	12.04	ENV - Permit Application, Federal, State, County & Local	$8,000	$8,000	$8,000	N/A	Permit is static
	12.05	ENV - Air Permitting	$0	$0	$0	N/A	
	12.06	ENV - FERC 3rd Party EA / EIS	$0	$0	$0	N/A	
	12.07	ENV - Environmental Inspection	$100,000	$20,000	$11,800	%	Inspection is % based
	12.08	ENV - FERC 3rd Party Construction Monitoring	$0	$0	$0	N/A	
	12.09	ENV - Cultural Resources / Data Recoveries	$0	$0	$0	N/A	
	12.10	ENV - Environmental Mitigation	$0	$0	$0	N/A	
	12.11	ENV - Waste Sampling / Disposal	$0	$0	$0	N/A	
	12.12	ENV - Hydrostatic Testing Sampling / Disposal	$10,000	$10,000	$10,000	N/A	Test sampling is static
	12.13	ENV - Post Construction Monitoring / Reporting	$10,000	$10,000	$5,900	%	Post construction monitoring is % based
		12.00 Environmental Permitting	**$150,500**	**$70,500**	**$48,975**		
13.00		**Construction Services**					
	13.01	CSV - Core Staff Services	$148,843	$60,000	$35,400	%	All construction services are % based
	13.02	CSV - Inspection Services	$159,726	$156,191	$92,153	%	
	13.03	CSV - Survey Services	$72,000	$49,950	$29,471	%	
	13.04	CSV - X-Ray / UT Services	$87,000	$45,908	$27,086	%	
	13.05	CSV - Consulting Services	$0	$0	$0	%	
	13.06	CSV - Yard & Warehouse Services	$0	$0	$0	%	
	13.07	CSV - General Construction Expenses	$13,658	$9,100	$5,369	%	
		13.00 Construction Services	**$481,227**	**$321,149**	**$189,478**	**%**	
14.00		**Intercompany Services**					
	14.01	ICS - Supply Chain Services	$0	$0	$0	N/A	
	14.02	ICS - Transmission Services	$45,755	$45,755	$45,755	%	Transmission cost is static - same activities irregardless of pipe footage
	14.03	ICS - PR Services	$0	$0	$0	N/A	
	14.04	ICS - Legal Services	$0	$0	$0	N/A	
	14.05	ICS - Quality & Expediting Services	$1,170	$1,170	$690	%	% based -- Quality & Expediting default is 2%
	14.07	ICS - GR Services	$0	$0	$0	N/A	
		14.00 Intercompany Services	**$46,925**	**$46,925**	**$46,445**		
15.00		**General Project Expenses**					
	15.01	GEN - Gas Pack & Purge	$22,492	$22,492	$22,492	N/A	Gas purge and pack is static
	15.03	GEN - Power & Gas Agreements	$0	$0	$0	N/A	
	15.05	GEN - Insurance & Bonds	$1,108	$1,108	$654	%	Bonds are value based so also % based
	15.06	GEN - General Expenses	$0	$0	$0	N/A	Project Staff (contract)
	15.07	GEN - Ad Valorum Tax	$0	$0	$0	N/A	
		15.00 General Project Expenses	**$23,600**	**$23,600**	**$23,146**		
16.00		**Company Labor & Overhead**					
	16.01	EMP - Engineering Labor & Expenses	$31,529	$31,529	$31,529	N/A	Overhead is static, unchaged by footage increase
	16.02	EMP - Transmission Labor & Expenses	$78,405	$78,405	$78,405	N/A	Transmission overhead same as above
	16.03	EMP – General Company Labor & Exp	$0	$0	$0	N/A	
	16.04	EMP - A & G	$141,681	$86,472	$51,019	%	A&G, default is 6%
		16.00 Company Labor & Overhead	**$251,615**	**$196,406**	**$160,953**		
17.00		**Contingency**					
	17.01	CTG - Contingency	$308,000	$0	$0	N/A	Contingency removed. Default is 15%
		17.00 Contingency	**$308,000**	**$0**	**$0**	**N/A**	
18.00		**Escalation**					
	18.01	Escalation	$0	$0	$0	N/A	Escalation, default is 3%
		18.00 Escalation	**$0**	**$0**	**$0**	**N/A**	
19.00		**AFUDC**					
	19.01	AFUDC - Equity	$38,910	$0	$0	N/A	Determined non-compensable by HCRMA.
	19.02	AFUDC - Debt	$16,676	$0	$0	N/A	Determined non-compensable by HCRMA.
		19.00 AFUDC	**$55,585**	**$0**	**$0**	**N/A**	
		Total	**$2,582,223**	**$1,472,087**	**$982,275**		

*Split key:

% - 59% betterment ratio applied (59% HCRMA, 41% TETLP)

N - No ratio applied

A - Actual cost

N/A - Not applicable

Attachment “A”
Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

PROVIDE DETAILED ESTIMATE

PROVIDE PLAN SPECIFICATIONS

Material Statement

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Form 1818
Rev. 08/12)
(a.k.a. Form D-9-USA-1)

Sheet 1 of 1

Supplier: ArcelorMittal
Address: Burns Harbor, IN

Contract No.:

County: Hidalgo County
Project: Hidalgo Co. Tollroad
Control:
Contractor: Texas Eastern Transmission, LP

Purchase Order No.	Quantity (Amt./Units)	Material Description	Mill Name	Heat No.	Material Use	Required Spec.	Documentation MTR	Documentation Cert.
S13-81528	38	Steel plate for PIPE, 30", 0.500 WT, X-65, SAWL	Dura-Bond	802C36290	Line pipe	API 5L 45th Ed. 07/1/13 PSL 2	X	
S13-81528	45	Steel plate for PIPE, 30", 0.500 WT, X-65, SAWL	Dura-Bond	802C36300	Line pipe	API 5L 45th Ed. 07/1/13 PSL 2	X	
S13-81528	49	Steel plate for PIPE, 30", 0.500 WT, X-65, SAWL	Dura-Bond	802C36280	Line pipe	API 5L 45th Ed. 07/1/13 PSL 2	X	

This is to certify that the materials listed above and on the attached supplement (if attached) are in conformance with the governing specification(s). This is to also certify that all manufacturing processes for steel and iron materials or for the application of coatings (epoxy, galvanizing, painting or any other coating that protects or enhances the value of the steel or iron metal) to these materials occurred in the United States of America. Manufacturing processes are defined as all processes required to change the raw ore or scrap metal into the finished in-place steel or iron product. The attached mill test reports (MTRs) and Certifications (Cert.) are offered as proof of Domestic Origin.

Subscribed and sworn to before me this 3 day of September, 2021

Notary Public

My Commission expires: 5-31-2025

Commonwealth of Pennsylvania - Notary Seal
Sandra L. Moses, Notary Public
Westmoreland County
My commission expires May 31, 2025
Commission number 1116370
Member, Pennsylvania Association of Notaries

I declare under penalty of perjury under the laws of the United States of America and the State of Texas that the foregoing is true and correct and that I am authorized to sign for the Firm listed below.

(Authorized Corporate Official Signature) September 3, 2021 Date

Vice President - Commercial
(Type Name and Title)

Dura-Bond Pipe
(Firm Name)

Gas Transmission & Power Operations - Approved Material Manufacturers as of 19-Mar-2021

This copy is uncontrolled and subject to change
Source: Enbridge Approved Supplier List (EASL)

Supplier Name	Commodity	Product Name	Approved Fa Facility Addr City	State/Province	Zip/Postal Code	Country	Conditions	Notes
BARRETTING SERVICE, INC.	(MRO) INDUSTRIAL PARTS AND SU BEARINGS							
BSG CLUTCH COMPANY INC	(MRO) INDUSTRIAL PARTS AND SU BEARINGS							GrandRetter List for GTM. Supplier Number SAP 9000001211.
								ADDITIONAL ORACLE ID 106934
FLEXITALLIC LP	(MRO) INDUSTRIAL PARTS AND SU BOLTS/ NUTS/ GASKETS							
COUPLING CORPORATION OF AMERICA	(MRO) INDUSTRIAL PARTS AND SU COUPLINGS							Vendor is already in SAP US - Number 9000001187. They supply Couplings and parts for couplings. Purchasing Custom Socket Head Cap Screw and matching lock nut
NO SPECIFIC MANUFACTURER	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL MRO							There is no specific manufacturer for the product.
								Level 0
PHOENIX CONTACT	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL MRO							Commodity is Power supply - Electrical material
MEGA	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL MRO							
ABB INDUSTRIAL ELECTRIC MFG. (CANADA	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL MRO							This coincides with EASL Exception #8291. I'm not sure on the Product type.
ABB INDUSTRIAL ELECTRIC MFG. (CANADA	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL SUPPLIES							This coincides with EASL Exception #8291. I'm not sure on the Product type.
SUECHTA LINDSAY COMPANY	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL SUPPLIES							
YOKOGAWA	(MRO) INDUSTRIAL PARTS AND SU ELECTRICAL SUPPLIES							
MAGNECK INTERNATIONAL, LTD	(MRO) INDUSTRIAL PARTS AND SU FASTENERS							Added as G.F. activity 12-02-19
BILL SPITZER & ASSOCIATES	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							
NEW ENGLAND FILTER COMPANY INC	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							Added as G.F. activity 12-02-19
ADVANCED GAS ENGINE SOLUTIONS INC	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							Added as G.F. activity 12-02-19
								Purchasing end caps from supplier.
								Supplier also needs to be set up at this particular address (NOTE: SAP as Scott Electric set up for Texas, not the location I require and the supplier will not accept a PO with that location)
								1000 S MAIN STREET GREENSBURG PA 15601
SCOTT ELECTRIC	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							Please approve by Sept 23 and complete the VM set up by Sept 27
HUDSON PRODUCTS CORPORATION	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							
CINTEX USA INC.	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							
NO SPECIFIC MANUFACTURER	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							There is no specific manufacturer for the product.
DONALDSON COMPANY INC	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							Added as G.F. activity 12-02-19
ASHCROFT SPRINGS INSTRUMENTS	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							Materia
SPARTAN MAT LLC	(MRO) INDUSTRIAL PARTS AND SU MRO OTHER							
SCIENTIFIC LININGS AND COATINGS	(MRO) INDUSTRIAL PARTS AND SU SAFETY							
REHAB PLUS THERAPEUTIC PRODUCTS	(MRO) INDUSTRIAL PARTS AND SU SAFETY EQUIPMENT							Rehab Therapeutic Products ("RPS") is the approved manufacturer for US GTM Operations for FR Clothing. US GTM Operations is required to make all FR Clothing purchases through the RPS webstore. Preferred channel is Catalog buy. MGA CW2245709
CARDINC SCIENCE	(MRO) INDUSTRIAL PARTS AND SU SAFETY EQUIPMENT							
VULCAN UTILITY SIGNS & PRODUCTS	(MRO) INDUSTRIAL PARTS AND SU SAFETY SIGNS							The vendor already exist on SAP (9000000798)
GE CONSUMER & INDUSTRIAL	ACTUATION	ACTUATOR - DIRECT GAS PNEUMATIC						Compressors are manufactured by Baker Hughes, a GE company.
LIMITORQUE	ACTUATION	ACTUATOR - ELECTRI FLOWSERVE 5114 Woodall LYNCHBURG	VA		24502	USA		
								***
								Plug Valve 2" and Smaller Swing Check Valves 2" and Larger Nordstrom valves brand: 1/4" - 2"
								***
								Less than 2" ball valves* Marsac Unizac 880 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Flo: ESDS Models (Reduced Port): ESDS-CS-R4-12-T2-L (1/2", 3/4", 1") ESDS-CS-3-R-12-T2-L (1/2", 3/4", 1") Tri-Flo: ESDS Models (Full Port): ESDS-CS-3-12-T2-L (1/2", 3/4", 1")
FLOWSERVE	ACTUATION	ACTUATOR - ELECTRI LYNCHBURG, 5114 Woodall LYNCHBURG	VA		24502	USA	Part number a	
EMERSON PROCESS MANAGMENT	ACTUATION	ACTUATOR - ELECTRI MISSOURI CT 13840 Pike RdMissouri City	TX		77489	USA	Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
CAMERON SCHLUMBERGER	ACTUATION	ACTUATOR - ELECTRI HOUSTON, TX 3250 Briarpar Houston	TX		77402	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location *** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
VALVITALIA	ACTUATION	ACTUATOR - ELECTRI RIVANAZZANI Via Tortona, 6RIVANZZANO			27055	ITALY	valves are prohibited *** Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
BIFFI ITALIA	ACTUATION	ACTUATOR - ELECTRIC					Contact SME	Parent Company - Emerson
ROTORK	ACTUATION	ACTUATOR - ELECTRI ROCHESTER, 675 Mile Crss ROCHESTER	NY		14624	USA		
VALVITALIA	ACTUATION	ACTUATOR -ELECTRI RIVANAZZANI Via Tortona, 6RIVANZZANO			27055	ITALY	valves are prohibited *** Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
BIFFI ITALIA	ACTUATION	ACTUATOR- HYDRAULIC					Contact SME	Parent Company - Emerson
EMERSON PROCESS MANAGMENT	ACTUATION	ACTUATOR- HYDRAUL MANSFIELD, I 2500 Park AveMansfield	OH		44906	USA	Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
ROTORK	ACTUATION	ACTUATOR- HYDRAUL ROCHESTER, 675 Mile Crss ROCHESTER	NY		14624	USA		
VALVITALIA	ACTUATION	ACTUATOR- HYDRAUL RIVANAZZANI Via Tortona, 6RIVANZZANO			27055	ITALY	valves are prohibited *** Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
CAMERON SCHLUMBERGER	ACTUATION	ACTUATOR- HYDRAUL HOUSTON, TX 3250 Briarpar Houston	TX		77402	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location *** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
VALVITALIA	ACTUATION	ACTUATOR- PNEUMAT RIVANAZZANI Via Tortona, 6RIVANZZANO			27055	ITALY	valves are prohibited *** Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
CAMERON SCHLUMBERGER	ACTUATION	ACTUATOR- PNEUMAT HOUSTON, TX 3250 Briarpar Houston	TX		77402	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location *** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
EMERSON PROCESS MANAGMENT	ACTUATION	ACTUATOR- PNEUMAT HOUSTON, TX 19200 NorthreHOUSTON	TX		77065	USA	Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGMENT	ACTUATION	ACTUATOR- PNEUMAT MANSFIELD, I 2500 Park AveMansfield	OH		44906	USA	Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer

								*** Plug Valve 2" and Smaller Senti Audio brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marwin Design 880 Models (Reduced Port): 06 1/4 CS 880 R--FH-- 08 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES05 Models (Reduced Port): ES25-CS-R-R-12-T2-L (1/2", 3/4", 1") ES25-CS-R-R-34-T2-L (1/2", 3/4", 1") Tri-Pac ES25 Models (Full Port): ES25-CS-1R-12-T2-L (1/2", 3/4", 1")
FLOWSERVE	ACTUATION	ACTUATOR- PNEUMATLYNCHBURG, 5114 Woodall LYNCHBURG	VA	24502	USA	Part number a		
RIFFI ITALIA	ACTUATION	ACTUATOR- PNEUMATIC				Contact SME (Parent Company - Emerson		
AUTOMATION TECHNOLOGY, LLC (ATI/OEI	ACTUATION	ACTUATOR- PNEUMATI HOUSTON, TX 4450 Cranswi HOUSTON	TX	77041	USA		Address for ATI - Global Headquarters	
ROTORK	ACTUATION	ACTUATOR- PNEUMATROCHESTER, 675 Mile Cros ROCHESTER	NY	14624	USA			
STANDARD INDUSTRIAL STRUCTURES CO	BUILDINGS	AUXILIARY	STANDARD IN 2665 Westhol HOUSTON	TX	77082	USA		
STEEL NATION	BUILDINGS	AUXILIARY					Survived Deduplication Activity 1/7/2021	
UNITED STEEL STRUCTURES	BUILDINGS	AUXILIARY	HOUSTON, TX 1530 Enclave HOUSTON	TX	77077	USA		
VOLTA LLC	BUILDINGS	AUXILIARY	VOLTA-US 1615 Gears R HOUSTON	TX	77047	USA		
UNITED STEEL STRUCTURES	BUILDINGS	COMPRESSOR	HOUSTON, TX 1530 Enclave HOUSTON	TX	77077	USA		
STEEL NATION	BUILDINGS	COMPRESSOR	STEEL NATIO 1120 Washing WASHINGTON	PA	15301	USA	Survived Deduplication Activity 1/7/2021	
STANDARD INDUSTRIAL STRUCTURES CO	BUILDINGS	COMPRESSOR	STANDARD IN 2665 Westhol HOUSTON	TX	77082	USA		
NORTHSTAR INDUSTRIES	BUILDINGS	EQM/ANALYZER/OUTI NORTHSTAR I 126 Merrimac METHUEN	MA	01844	USA			
880 ELK ENERGY SYSTEMS, LLC	BUILDINGS	EQM/ANALYZER/OUTI TULSA, OK 4140 South G TULSA	OK	74107	USA		For Quality assessment review	
GASTECH ENGINEERING, LLC	BUILDINGS	EQM/ANALYZER/OUTI SAPULPA, OK 2110 INDUST SAPULPA	OK	74066	USA		Added as G.F. activity 12-02-19	
DABRE INSTRUMENT SERVICES	BUILDINGS	EQM/ANALYZER/OUTI CALGARY, AB 4460 54th Av CALGARY	AB	T3C3A8	Canada			
MAGLOC BUILDINGS INC	BUILDINGS	EQM/ANALYZER/OUTI NISKU, ALBER 706-17 Avenu NISKU	AB	T9E7Y1	Canada		Please see EASL for product listings. Supplier is used in both LP and GT	
TARPON ENERGY	BUILDINGS	EQM/ANALYZER/OUTI CALGARY, AB 7020 - 81 Str Calgary	AB	T2C 5B8	Canada			
GULF COAST TMC	BUILDINGS	EQM/ANALYZER/OUTI?TTERS					Level 1 Exists in ERP, UK, supplier number 9000000908 This is an URGENT request - the requestor has been notified that he will need an exception form signed off, I am waiting for it. As soon as I receive it, I will send it to Adriana.	
Rib CONTROLS	BUILDINGS	EQM/ANALYZER/OUTI NORTHSTAR I 126 Merrimac METHUEN	MA	01844	USA			
PICKETT MEASUREMENT	BUILDINGS	EQM/ANALYZER/OUTI PICKETT MEA 7619 Up RiverCORPUS CHRISTI TX		78409	USA		Pickett Measurement owned by Strike.	
RT TECHNICAL SOLUTIONS, LLC	BUILDINGS	EQM/ANALYZER/OUTI RT TECHNICA 4484 Hodgor NEDERLAND	TX	77627	USA			
SAGEBRUSH PIPELINE EQUIPMENT COMP	BUILDINGS	EQM/ANALYZER/OUTI TULSA, OK 8108 New Sq Tulsa	OK	74131	USA			
SOLARCRAFT	BUILDINGS	EQM/ANALYZER/OUTI SOLARCRAFT 12300 Dairy ASHSHREVEPORT	TX	77478	USA			
VALTRONICS	BUILDINGS	EQM/ANALYZER/OUTI VALTRONICS 43 Ritmore GI RAVENSWOOD	WV	26164	USA		Meter skids and Tubes - Contact SME prior to purchase. 6" & Less Single-Up to 4" Dual Ori	
3AS PROLINE	BUILDINGS	EQM/ANALYZER/OUTI?TTERS					Approved as a GF Grandfathered Supplier as per bid.	
CST CONTROLS	BUILDINGS	EQM/ANALYZER/OUTI?TTERS						
PARKLINE TEXAS INC.	BUILDINGS	FABRICATED BUILDIN PARKLINE TEI PO Box 35636 HOUSTON	TX	77235	USA			
BIANCO INDUSTRIES (1977) LTD.	BUILDINGS	FIELD ERECTED ROCKY VIEW 234120 Main Rocky View	AB	T1X0K2	Canada			
TRANS PEACE CONSTRUCTION	BUILDINGS	FIELD ERECTED CLAIRMONT, 9626 - 69 AveCLAIRMONT	AB	T0H0W0	Canada		ADDITIONAL SAP W 15835	
BRYTEX BUILDING SYSTEMS INC.	BUILDINGS	FIELD ERECTED					Duplicate Supplier to be deleted - ref 40001776	
NUSSE SOLUTIONS INC.	BUILDINGS	FIELD ERECTED CALGARY, AU 210 - 38rS St CALGARY	AB	T2A6T8	Canada			
TARPON ENERGY	BUILDINGS	FIELD ERECTED CALGARY, AB 7020 - 81 Str Calgary	AB	T2C 5B8	Canada			
MAGLOC BUILDINGS INC	BUILDINGS	FIELD ERECTED NISKU, ALBER 706-17 Avenu NISKU	AB	T9E7Y1	Canada		Please see EASL for product listings. Supplier is used in both LP and GT	
BRYTEX BUILDING SYSTEMS INC	BUILDINGS	FIELD ERECTED EDMONTON, I 5610 - 97 Str Edmonton	AB	T6E3J1	Canada			
ATCO FRONTEC	BUILDINGS	FIELD ERECTED						
METALEX METAL BUILDINGS	BUILDINGS	FIELD ERECTED STETTLER, AB 6204 - 46th ASTETTLER	AB	T0C2L0	Canada			
ALPAC METAL INDUSTRIES LTD	BUILDINGS	FIELD ERECTED EDMONTON, I 6140 - 76 AveEDMONTON	AB	T6B2R6	Canada			
WARWICK INDUSTRIES LTD.	BUILDINGS	FIELD ERECTED ROCKY VIEW 265188 Front Rocky View	AB	T1X0V9	Canada		ADDITIONAL SAP W 42051	
MAGEA METAL INDUSTRIES LTD.	BUILDINGS	FIELD ERECTED CALGARY, AB 3240-11 StreCALGARY	AB	T2G3G8	Canada			
SIDELINE INDUSTRIAL LTD	BUILDINGS	GENERAL ROCKY VIEW Unit 1, 24614 Rocky View	AB	T1X0K3	Canada			
PYRAMID PROCESS FABRICATORS	BUILDINGS	GENERAL EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada			
BRYTEX BUILDING SYSTEMS INC	BUILDINGS	GENERAL EDMONTON, I 5610 - 97 Str Edmonton	AB	T6E3J1	Canada			
METALEX METAL BUILDINGS	BUILDINGS	GENERAL STETTLER, AB 6204 - 46th ASTETTLER	AB	T0C2L0	Canada			
SIMINI CORPORATION	BUILDINGS	GENERAL						
NESCO INDUSTRIES INC	BUILDINGS	GENERAL HITCHCOCK, 5235 Delaney HITCHCOCK	TX	77563	USA		Houston	
MAGEA METAL INDUSTRIES LTD.	BUILDINGS	GENERAL						
STRAIGHT-UP METAL BUILDINGS	BUILDINGS	GENERAL CALGARY, AU 7155 110 Ave CALGARY	AB	T2C3B8	Canada			
GAS TECH ENGINEERING CORPORATION	BUILDINGS	GENERAL SAPULPA, OK 2110 Industri SAPULPA	OK	74066	USA		Please contactfor a list of product, please see EASL	
BRYTEX BUILDING SYSTEMS INC.	BUILDINGS	GENERAL					Duplicate Supplier to be deleted - ref 40001776	
WARWICK INDUSTRIES LTD.	BUILDINGS	GENERAL ROCKY VIEW 265188 Front Rocky View	AB	T1X0V9	Canada		ADDITIONAL SAP W 42051	
STARTEC REFRIGERATION	BUILDINGS	HVAC CALGARY, AB 3412 Sheprd CALGARY	AB	T2C4N6	Canada		Approved for Refrigeration	
VELOC HEATERS	BUILDINGS	HVAC CALGARY, AB P1, 666 GlobCALGARY	AB	T2A2J6	Canada			
CARRIER GLOBAL CORPORATION	BUILDINGS	HVAC MISSISSAUGA 195 Statenna Mississauga	ON	L5N2X4	Canada			
CS THERMAL TECHNOLOGIES INC	BUILDINGS	HVAC EDMONTON, I 5918 ROPER FEDMONTON	AB	T6B 3E1	Canada			
ATCO FRONTEC	BUILDINGS	OFFICE / CONTROL ROOM						
BRYTEX BUILDING SYSTEMS INC.	BUILDINGS	OFFICE / CONTROL ROOM					Duplicate Supplier to be deleted - ref 40001776	
VOSEZON NORTH MODULAR SOLUTIONS I	BUILDINGS	OFFICE / CONTROL R ROCKY VIEW 265062 Front Rocky View	AB	T1X0B4	Canada		Company no longer manufacturers. See workflow 8093.	
SIDELINE INDUSTRIAL LTD	BUILDINGS	OFFICE / CONTROL R ROCKY VIEW Unit 1, 24614 Rocky View	AB	T1X0K3	Canada			
MAGLOC BUILDINGS INC	BUILDINGS	OFFICE / CONTROL R NISKU, ALBER 706-17 Avenu NISKU	AB	T9E7Y1	Canada		Please see EASL for product listings. Supplier is used in both LP and GT	
KBR CANADA LTD.	BUILDINGS	OFFICE / CONTROL R CALGARY, AB Suite 1720, 4 CALGARY	AB	T2P2Y2	Canada			
WARWICK INDUSTRIES LTD.	BUILDINGS	OFFICE / CONTROL R ROCKY VIEW 265188 Front Rocky View	AB	T1X0V9	Canada		ADDITIONAL SAP W 42051	
ASSOCIATED METALBUILDING SALES	BUILDINGS	OFFICE / CONTROL R SURREY, B.C. 17957-55th A SURREY	BC	V3S6C4	Canada			
BRYTEX BUILDING SYSTEMS INC	BUILDINGS	OFFICE / CONTROL R EDMONTON, I 5610 - 97 Str Edmonton	AB	T6E3J1	Canada			
DABRE INSTRUMENT SERVICES	BUILDINGS	OFFICE / CONTROL R CALGARY, AB 4460 54th Av CALGARY	AB	T3C3A8	Canada			
SIEMENS ELECTRIC LTD	BUILDINGS	PRE-FABRICATED					609-890-5800 Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check	
880 ELK ENERGY SYSTEMS, LLC	BUILDINGS	PRE-FABRICATED TULSA, OK 4140 South G TULSA	OK	74107	USA		For Quality assessment review	
CLEVELAND MANUFACTURING	BUILDINGS	PRE-FABRICATED CLEVELAND N 509 NorthvilleHOUSTON	TX	77037	USA		GTM GAS	
PARKLINE TEXAS INC.	BUILDINGS	PRE-FABRICATED PARKLINE TEI PO Box 35636 HOUSTON	TX	77235	USA			
UNITED CONCRETE PRODUCTS	BUILDINGS	PRE-FABRICATED UNITED CONC 172 Church S VALLEYVILLE	CT	6492	USA	Contact SME prior to purchase		
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	AMINES					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
UNIVAR USA INC.,	CHEMICALS	AMMONIA					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	BIOCIDE GAP						
AIR LIQUIDE CANADA INC.	CHEMICALS	BULK AND CYLINDER GASES					bg	
AIRGAS INC.	CHEMICALS	BULK AND CYLINDER GASES						
ATS ELECTRO LUBE INTERNATIONAL	CHEMICALS	BULK CHEMICALS						
UNIVAR USA INC.,	CHEMICALS	BULK CHEMICALS					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
SEAL-WELD USA INC.	CHEMICALS	BULK CHEMICALS						
UNIVAR CANADA LTD	CHEMICALS	BULK CHEMICALS					BG	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	BULK CHEMICALS						
SD MATTER & PROCESS TECHNOLOGIES CI	CHEMICALS	BULK CHEMICALS					bg	
CHAMPIONX, LLC	CHEMICALS	BULK CHEMICALS					BG	
CHAMPIONX, LLC	CHEMICALS	BULK CHEMICALS					BG	
UNIVAR USA INC.,	CHEMICALS	COOLANTS					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
RETROCANADA	CHEMICALS	COOLANTS					Part of category manager's strategy	
UNIVAR CANADA LTD	CHEMICALS	COOLANTS					BG	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	COOLANTS						
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	CORROSION INHIBITORS						
BAKER PETROLITE	CHEMICALS	CORROSION INHIBITORS					Survived Deduplication Activity 12/17/2020	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	CORROSION INHIBITORS GAP						
LIQUIDPOWER SPECIALTY PRODUCTS INC	CHEMICALS	DRAG REDUCING AGENT (DRA)					bg	
SPI	CHEMICALS	DRAG REDUCING AGENT (DRA)						
UNIVAR USA INC.,	CHEMICALS	GLYCOL					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	GLYCOL						
UNIVAR USA INC.,	CHEMICALS	METHANOL					9000000722 - 3075 HIGHLAND PKWY, STE. #200, DOWNERS GROVE, IL 60515	
UNIVAR CANADA LTD	CHEMICALS	METHANOL					BG	
BRENNTAG CANADA INC (COASTAL)	CHEMICALS	METHANOL						
MAKEMA CANADA INC/ ORDER-TECH LLC	CHEMICALS	ODORANTS						
OXOQUA WATER TECHNOLOGIES	CHEMICALS	WATER TREATMENT CHEMICALS						
SD MATTER & PROCESS TECHNOLOGIES CI	CHEMICALS	WATER TREATMENT CHEMICALS					bg	
FLARE INDUSTRIES	COMBUSTION	FLARE SYSTEMS						
WESTERN MANUFACTURING	COMBUSTION	FLARE SYSTEMS CORONA, CA 1160 Olympic CORONA	CA	92881	USA			
TORNADO TECHNOLOGIES INC	COMBUSTION	FLARE SYSTEMS HILLSBORO, I 7325 NE IndiHILLSBORO	OR	97124	USA		SAP WEST ADDITIONAL ERP 32119	
PYRAMID PROCESS FABRICATORS	COMBUSTION	FLARE SYSTEMS EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada			
BELTON WELDING & MANUFACTURING LTD	COMBUSTION	FLARE SYSTEMS						
CALLIDUS TECHNOLOGIES INC.	COMBUSTION	FLARE SYSTEMS						
JOHN ZINK COMPANY, LLC	COMBUSTION	FLARE SYSTEMS TULSA, OK 11920 East AJTULSA	OK	74116	USA			
MACTRONIC	COMBUSTION	FLARE SYSTEMS WROCŁAW, Pl.pl. Stanisława WROCŁAW			POLAND			
ESECO INC	COMBUSTION	FLARE SYSTEMS HOUSTON, TX 11010 Wallisv HOUSTON	TX	77013	USA			
ENERFLEX INC	COMBUSTION	FLARE SYSTEMS CALGARY, AU Suite 904, 12 CALGARY	AB	T2G0K3	Canada			
TAIR CANADA ENGINEERING LTD.	COMBUSTION	FLARE SYSTEMS CALGARY, AB 338 West Gro CALGARY	AB	T3H1V3	Canada			
EXCHANGER INDUSTRIES	COMBUSTION	FUEL GAS SYSTEM CALGARY, AU Suite 200, 58 CALGARY	AB	T2C4Y5	Canada			
CAMERON SCHLUMBERGER	COMBUSTION	FUEL GAS SYSTEM				Contact SME	valves only approved with management approval Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires clarification / Please Cameron is a subsidiary of Schlumberger	
ACCELERATED PRODUCTION SYSTEMS	COMBUSTION	FUEL GAS SYSTEM THE WOODLA 2445 TechnosTHE WOODLAND TX		77381	USA			
CALHEX INDUSTRIES LTD.	COMBUSTION	FUEL GAS SYSTEM CALGARY, AU 9515 - 48 St CALGARY	AB	T2C2R1	Canada			
CHROMALOX INC.	COMBUSTION	FUEL GAS SYSTEM EDMONTON, I 7501 68 Ave FEDMONTON	AB	T6B3E3	Canada			

CALMER PROCESS	COMBUSTION	FUEL GAS SYSTEM HOUSTON, TX 15616 Hempa HOUSTON	TX	77040	USA		
TITAN PRODUCTION EQUIPMENT, LLC	COMBUSTION	FUEL GAS SYSTEM					281-799-8882 Cell
FOREMOST UNIVERSAL LP	COMBUSTION	FUEL GAS SYSTEM LLOYDMINSTE 6614 - 50 AveLloydminster	AB	T9V2W8	Canada		
PYRAMID PROCESS FABRICATORS	COMBUSTION	INCINERATOR - LOW EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada		
WESTLAND INCINERATORS COMPANY LTD COMBUSTION		INCINERATOR - LOW HEIGHT					
TORNADO TECHNOLOGIES INC	COMBUSTION	INCINERATOR - LOW HILLSBORO, 1 7325 NE Imbr HILLSBORO	OR	97124	USA		SAP WEST ADDITIONAL ERP 22119
QUASTOR TECHNOLOGY INC.	COMBUSTION	INCINERATOR - LOW CALGARY, AB 140 - 4 Avenu Calgary	AB	T2P3N2	Canada		
FAIR CANADA ENGINEERING LTD.	COMBUSTION	INCINERATOR - LOW CALGARY, AB 138 West Gro CALGARY	AB	T3H1V3	Canada		
ENERFLEX INC	COMBUSTION	INCINERATOR - LOW CALGARY, ALI Suite 904, 13 CALGARY	AB	T2G0K3	Canada		
ESECO INC	COMBUSTION	INCINERATOR - LOW HOUSTON, TE 11010 Wallisv HOUSTON	TX	77013	USA		
IOHN ZINK COMPANY, LLC	COMBUSTION	INCINERATOR - LOW TULSA, OK 11920 East AJ TULSA	OK	74116	USA		
IMPROHEAT-TRANTER	COMBUSTION	INCINERATOR - LOW VANCOUVER, 680 Raymur AVANCOUVER	BC	V6A2R1	Canada		
CALLEDUS TECHNOLOGIES INC.	COMBUSTION	INCINERATOR - LOW HEIGHT					
ABUTEC LLC	COMBUSTION	INCINERATOR - LOW HEIGHT					
BELTON WELDING & MANUFACTURING LTD COMBUSTION		INCINERATOR - LOW HEIGHT					
FAIR CANADA ENGINEERING LTD.	COMBUSTION	INCINERATOR - WITH CALGARY, AB 138 West Gro CALGARY	AB	T3H1V3	Canada		
ESECO INC	COMBUSTION	INCINERATOR - WITH HOUSTON, TE 11010 Wallisv HOUSTON	TX	77013	USA		
IOHN ZINK COMPANY, LLC	COMBUSTION	INCINERATOR - WITH TULSA, OK 11920 East AJ TULSA	OK	74116	USA		
IMPROHEAT-TRANTER	COMBUSTION	INCINERATOR - WITH VANCOUVER, 680 Raymur AVANCOUVER	BC	V6A2R1	Canada		
CALLEDUS TECHNOLOGIES INC.	COMBUSTION	INCINERATOR - WITH STACK					
TORNADO TECHNOLOGIES INC	COMBUSTION	INCINERATOR - WITH HILLSBORO, 1 7325 NE Imbr HILLSBORO	OR	97124	USA		SAP WEST ADDITIONAL ERP 22119
TOTAL COMBUSTION LTD.	COMBUSTION	INCINERATOR - WITH STACK					
TORNADO TECHNOLOGIES INC	COMBUSTION	INCINERATOR -TREET HILLSBORO, 1 7325 NE Imbr HILLSBORO	OR	97124	USA		SAP WEST ADDITIONAL ERP 22119
WESTLAND INCINERATORS COMPANY LTD COMBUSTION		INCINERATOR -TREETHYLENE GLYCOL OFF-GAS					
CAMERON SCHLUMBERGER	COMBUSTION	INCINERATOR -TREETHYLENE GLYCOL OFF-GAS				valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
ZAZULA PROCESS EQUIPMENT LTD	COMBUSTION	INCINERATOR -TREET CALGARY, AB 4609 Manilla CALGARY	AB	T2H0R9	Canada		
ZAZULA PROCESS EQUIPMENT LTD	COMBUSTION	INCINERATOR -TREET BALLAIR					
PYRAMID PROCESS FABRICATORS	COMBUSTION	INCINERATOR -TREET EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada		
TOTAL COMBUSTION LTD.	COMBUSTION	INCINERATOR -TREET RED DEER CO 57 Balch CreCALGARY	AB	T4S2K5	Canada		
ABUTEC LLC	COMBUSTION	INCINERATOR -TREETHYLENE GLYCOL OFF-GAS					
BELTON WELDING & MANUFACTURING LTD COMBUSTION		INCINERATOR -TREETHYLENE GLYCOL OFF-GAS					
CALLEDUS TECHNOLOGIES INC.	COMBUSTION	INCINERATOR -TREETHYLENE GLYCOL OFF-GAS					
IOHN ZINK COMPANY, LLC	COMBUSTION	INCINERATOR -TREET TULSA, OK 11920 East AJ TULSA	OK	74116	USA		
ENERFLEX INC	COMBUSTION	INCINERATOR -TREET CALGARY, ALI Suite 904, 13 CALGARY	AB	T2G0K3	Canada		
QUASTOR TECHNOLOGY INC.	COMBUSTION	INCINERATOR -TREET CALGARY, AB 140 - 4 Avenu Calgary	AB	T2P3N3	Canada		
PROPAK SYSTEMS LTD.	COMPRESSION	ACID GAS AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada		
ROLLS ROYCE CANADA LTD	COMPRESSION	CENTRIFUGAL ASSEM LACHENE, MO 9500 Cote de MONTREAL	QC	H8T1A2	Canada		514-748-3700 Ext. 4 Jeff Wilson - Aftermarket Sales 514-240-0000
SIEMENS ELECTRIC LTD	COMPRESSION	CENTRIFUGAL ASSEM TRENTON, NJ 840 Nottingha TRENTON	NJ	7638	USA		Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
GE CONSUMER & INDUSTRIAL	COMPRESSION	CENTRIFUGAL ASSEM FLORENCE, IT via Felice Mar FLORENCE		S0127	ITALY		Compressors are manufactured by Baker Hughes, a GE company.
MAN DIESEL AND TURBO	COMPRESSION	CENTRIFUGAL ASSEM VANCOUVER, 1930 – 1177 VANCOUVER	BC	V6E2K3	Canada		
DRESSER-RAND COMPANY INC	COMPRESSION	CENTRIFUGAL ASSEM HOUSTON, TX 1200 W.Sam HOUSTON	TX		USA		
SOLAR TURBINES (A CATERPILLAR COMPA COMPRESSION		CENTRIFUGAL ASSEM SAN DIEGO, C 2200 Pacific HSAN DIEGO	CA		USA		
TURBINE TECHNOLOGY SERVICES CORP COMPRESSION		COMPRESSOR SERVICING					Added as G.F. activity 12-02-19
HI-TECH COMPRESSOR & PUMP PRODUCT COMPRESSION		COMPRESSOR SERVICING					
GE CONSUMER & INDUSTRIAL	COMPRESSION	ELECTRIC MOTOR DR FLORENCE, IT via Felice Mar FLORENCE		S0127	ITALY		Compressors are manufactured by Baker Hughes, a GE company.
SOLAR TURBINES (A CATERPILLAR COMPA COMPRESSION		ELECTRIC MOTOR DR SAN DIEGO, C 2200 Pacific HSAN DIEGO	CA		USA		
GE CONSUMER & INDUSTRIAL	COMPRESSION	GAS TURBINE DRIVEF FLORENCE, IT via Felice Mar FLORENCE		S0127	ITALY		Compressors are manufactured by Baker Hughes, a GE company.
SOLAR TURBINES (A CATERPILLAR COMPA COMPRESSION		GAS TURBINE DRIVEF SAN DIEGO, C 2200 Pacific HSAN DIEGO	CA		USA		
EXTERRAN	COMPRESSION	HIGH SPEED UNIT PA ALLEYTON, TX 2207 Fm 949 ALLEYTON	TX	78935	USA		
DRESSER-RAND COMPANY INC	COMPRESSION	HIGH SPEED UNIT PA HOUSTON, TX 1200 W.Sam HOUSTON	TX		USA		
CAMERON SCHLUMBERGER	COMPRESSION	LOW SPEED INTEGRA HOUSTON (BI 6650 BINGLE HOUSTON	TX	77092	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
GE OIL & GAS COMPRESSION SYSTEMS, L COMPRESSION		LOW SPEED INTEGRAL					SAP US Order ID: 9000004750
DRESSER-RAND COMPANY INC	COMPRESSION	LOW SPEED INTEGRA HOUSTON, TX 1200 W.Sam HOUSTON	TX		USA		
EXTERRAN	COMPRESSION	RECIPROCATING ALLEYTON, TX 2207 Fm 949 ALLEYTON	TX	78935	USA		
ARIEL CORPORATION	COMPRESSION	RECIPROCATING MOUNT VERN 35 Blackjack FMOUNT VERNON OH		43050	USA		
PETER BROTHERHOOD LTD.	COMPRESSION	RECIPROCATING PETERBOROU 85 Pagnuz RdPETERBOROUGH		PE4SH0	Canada		
GE CONSUMER & INDUSTRIAL	COMPRESSION	RECIPROCATING					Compressors are manufactured by Baker Hughes, a GE company.
CAMERON SCHLUMBERGER	COMPRESSION	RECIPROCATING				valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
RCI SERVICES INC.	COMPRESSION	RECIPROCATING CAMBRIDGE, 125 Goudeau CAMBRIDGE	OH	43725	USA		
GE OIL & GAS COMPRESSION SYSTEMS, L COMPRESSION		RECIPROCATING -PARTS					SAP US Order ID: 9000004750
COUPLING CORPORATION OF AMERICA	COMPRESSION	RECIPROCATING - PARTS					Vendor is already in SAP US - Number 9000001387. They supply Couplings and parts for couplings. Purchasing Custom Socket Head Cap Screw and matching lock nut
SAGE ENERGY CORP.	COMPRESSION	RECIPROCATING COMPRESSOR PACKAGER					IS NOW "NEXT COMPRESSION" "https://nextcomp.ca/"
ENERFLEX INC	COMPRESSION	RECIPROCATING COM CALGARY, ALI Suite 904, 13 CALGARY	AB	T2G0K3	Canada		
COMPASS ENERGY SYSTEMS LTD.	COMPRESSION	RECIPROCATING COM ROCKY VIEW 265028 Front Rocky View	AB	T1X0V9	Canada		
REAGAN POWER & COMPRESSION, LLC	COMPRESSION	RECIPROCATING COMPRESSOR PACKAGER					PQQ Docs Received 10/15/2019 - John Eastwood PQQ sent 10/3/19 This request has been sent for assessment
COMPRESSOR ENGINEERING CORP. - CEC COMPRESSION		RECIPROCATING COM COMPRESSOR S440 Alder Dr HOUSTON	TX	77081-1704	USA		
DRESSER-RAND COMPANY INC	COMPRESSION	RECIPROCATING VAI HOUSTON, TX 1200 W.Sam HOUSTON	TX		USA		
GE OIL & GAS COMPRESSION SYSTEMS, L COMPRESSION		RECIPROCATING VALVE PAT. NATL GAS					SAP US Order ID: 9000004750
COMPRESSOR ENGINEERING CORP. - CEC COMPRESSION		RECIPROCATING VAI COMPRESSOR S440 Alder Dr HOUSTON	TX	77081-1704	USA		
ARROW ENGINE	COMPRESSION	RECIPROCATING VAI ARROW ENGI 2301 Industri TULSA	OK	74110	USA		
CAMERON SCHLUMBERGER	COMPRESSION	RECIPROCATING VAI HOUSTON (BI 6650 BINGLE HOUSTON	TX	77092	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
DRESSER-RAND COMPANY INC	COMPRESSION	RECONDITIONED REC HOUSTON, TX 1200 W.Sam HOUSTON	TX		USA		
GE OIL & GAS COMPRESSION SYSTEMS, L COMPRESSION		RECONDITIONED RECIPROCATING INT. NG					SAP US Order ID: 9000004750
CAMERON SCHLUMBERGER	COMPRESSION	RECONDITIONED REC HOUSTON (BI 6650 BINGLE HOUSTON	TX	77092	USA	valves only approved with ma nagement approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
HOWDEN ALPHAIR VENTILATING SYSTEM COMPRESSION		ROTARY, API WINNIPEG, M 1221 Sherwin WINNIPEG	MB	R3H0V1	Canada		
ARIEL CORPORATION	COMPRESSION	ROTARY, API MOUNT VERN 35 Blackjack FMOUNT VERNON OH		43050	USA		
BALLAIR	COMPRESSION	ROTARY, API					
SAGE ENERGY CORP.	COMPRESSION	ROTARY, API					IS NOW "NEXT COMPRESSION" "https://nextcomp.ca/"

ASCO POWER TECHNOLOGIES	ELECTRICAL	AUTOMATIC TRANSFER SWITCH						
SOLFAB SOLAR INC.	ELECTRICAL	BIFACIAL PV MODULES						Enbridge is seeking to acquire and construct the 10.5MW Alberta Solar One (ABS1) solar project in Burdett, AB.
MEGA	ELECTRICAL	CABLE						
POWELL INDUSTRIES	ELECTRICAL	CABLE BUS						
ADVANCED CABLE BUS INC.	ELECTRICAL	CABLE BUS	GREENVILLE, 3514 Old Bun GREENVILLE	SC	29617	USA		
TECHNITION ELECTRIC	ELECTRICAL	CABLE BUS						Survived Deduplication Activity 12/17/2020
SUMMIT ELECTRIC SUPPLY CO INC	ELECTRICAL	CABLE BUS						Added as G.F. activity 12-02-19
PTW FACILITY SERVICES LTD.	ELECTRICAL	CABLE BUS						Added as G.F. activity 12-02-19
MY HUSKY	ELECTRICAL	CABLE BUS	GREENVILLE, 204 Old Pooh GREENVILLE	SC	29605	USA		
SUPERIOR TRAY SYSTEMS INC.	ELECTRICAL	CABLE BUS	BARRIET, BC #12 - 11625 SUBSCr	BC	V3M1B3	Canada		
INTERPROVINCIAL CORROSION CONTROL	ELECTRICAL	CATHODIC PROTECTION SYSTEM						Surviving ID 4500906.32
INTERPROVINCIAL CORROSION CONTROL	ELECTRICAL	CATHODIC PROTECTI BURLINGTON 930 Shelton CBURLINGTON		ON	L7L5K6	Canada		Survived Deduplication Activity 1/20/2021
SPARTAN CONTROLS LTD.	ELECTRICAL	CONTROL PANELS CALGARY, AU 305 - 27 STRECALGARY		AB	T2A7V3	Canada		
SIGMA THERMAL	ELECTRICAL	CONTROL PANELS						
GENERAL MONITORS	ELECTRICAL	CONTROL PANELS						Although. Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907. We have to add these Flame Detectors under General Monitors by 9/1/2019
EATON INDUSTRIES (CANADA) COMPANY	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
TMEC CORPORATION	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
POWER IGNITION & CONTROLS	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
TOMI'S PRODUCTION EQUIPMENT LTD.	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
SABRE INSTRUMENT SERVICES LTD.	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
PTW FACILITY SERVICES LTD.	ELECTRICAL	CONTROL PANELS						Added as G.F. activity 12-02-19
SABRE INSTRUMENT SERVICES	ELECTRICAL	CONTROL PANELS	CALGARY, AB 4460 54th Av CALGARY	AB	T3C3A8	Canada		
SABRE INSTRUMENT SERVICES	ELECTRICAL	CONTROL PANELS						
TECHNITION ELECTRIC	ELECTRICAL	CONTROL PANELS						Survived Deduplication Activity 12/17/2020
TUNDRA PROCESS SOLUTIONS LTD	ELECTRICAL	CONTROL PANELS						
POLYPHASE ENGINEERED CONTROLS	ELECTRICAL	CONTROL PANELS	EDMONTON, I 3SS - 93 Str EDMONTON	AB	T6E 6N6	Canada		
PANELELEX LTD.	ELECTRICAL	CONTROL PANELS	CALGARY, AB Bay 5, 7408 4Calgary	AB	T2C2A6	Canada		
SIMARK CONTROLS	ELECTRICAL	CONTROL PANELS						
SPARTAN CONTROLS LTD.	ELECTRICAL	DCS - DISTRIBUTED I CALGARY, AU 305 - 27 STRECALGARY		AB	T2A7V3	Canada		
YOKOGAWA	ELECTRICAL	DCS - DISTRIBUTED I CALGARY, AB Bay 4, 11132 CALGARY		AB	T2C2Z4	Canada		
ABB, INC	ELECTRICAL	DCS - DISTRIBUTED CONTROL SYSTEM						No facility information available
THERMON	ELECTRICAL	ELECTRIC HEAT TRAC MEDINA, MN 700 Hamel RMEDINA		MN	55340	USA		
VIKING THERMAL CANADA LTD.	ELECTRICAL	ELECTRIC HEAT TRACING (EHT) CONTROLLING						
NEXTRON LTD.	ELECTRICAL	ELECTRIC HEAT TRAC CALGARY, AV #14, 6120 - 1CALGARY		AB	T2H2L7	Canada		
HEBBS ELECTROMECHANICAL, INC.	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						Please add master agreement #22479 and "preferred" status. Also please add the following note for the buyers: *Per the Market Relief Agreement*, Solar Turbines has the right of first refusal on all aftermarket support work on certain Solar Turbine Packages, including electric motor service. IF SERVICE IS REQUIRED ON ANY ELECTRIC MOTORS IN THE FOLLOWING LOCATIONS, SEE ATTACHED EMAIL TO DETERMINE IF YOU ARE REQUIRED TO FIRST SEE IF SOLAR IS INTERESTED IN PERFORMING THE SERVICE; Glade Spring, Bedford, Chambersburg, Eagle, Franklin, Heidelberg, Kosciusko, Lambertville, Opelousas, Summerfield, Tompkinsville, Uniontown.
FLANDERS ELECTRIC, INC.	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						Per the Market Relief Agreement, Solar Turbines has the right of first refusal on all aftermarket support work on certain Solar Turbine Packages, including electric motor service. IF SERVICE IS REQUIRED ON ANY ELECTRIC MOTORS IN THE FOLLOWING LOCATIONS, SEE ATTACHED EMAIL TO DETERMINE IF YOU ARE REQUIRED TO FIRST SEE IF SOLAR IS INTERESTED IN PERFORMING THE SERVICE; Glade Spring, Bedford, Chambersburg, Eagle, Franklin, Heidelberg, Kosciusko, Lambertville, Opelousas, Summerfield, Tompkinsville, Uniontown.
INTEGRATED POWER SERVICES	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						
MIDWEST SERVICE CENTER, LLC	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						Please add "preferred" preference and master agreement #22470. Also please add following note for buyers: *Per the Market Relief Agreement*, Solar Turbines has the right of first refusal on all aftermarket support work on certain Solar Turbine Packages, including electric motor service. IF SERVICE IS REQUIRED ON ANY ELECTRIC MOTORS IN THE FOLLOWING LOCATIONS, SEE ATTACHED EMAIL TO DETERMINE IF YOU ARE REQUIRED TO FIRST SEE IF SOLAR IS INTERESTED IN PERFORMING THE SERVICE; Glade Spring, Bedford, Chambersburg, Eagle, Franklin, Heidelberg, Kosciusko, Lambertville, Opelousas, Summerfield, Tompkinsville, Uniontown.
EATON CORPORATION	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						
INDUSTRIAL SERVICE SOLUTIONS, INC.	ELECTRICAL	ELECTRIC MOTOR REPAIR / SERVICES						Please add "preferred" preference, and master agreement #22470. Also please add following note to suppliers: *Per the Market Relief Agreement*, Solar Turbines has the right of first refusal on all aftermarket support work on certain Solar Turbine Packages, including electric motor service. IF SERVICE IS REQUIRED ON ANY ELECTRIC MOTORS IN THE FOLLOWING LOCATIONS, SEE ATTACHED EMAIL TO DETERMINE IF YOU ARE REQUIRED TO FIRST SEE IF SOLAR IS INTERESTED IN PERFORMING THE SERVICE; Glade Spring, Bedford, Chambersburg, Eagle, Franklin, Heidelberg, Kosciusko, Lambertville, Opelousas, Summerfield, Tompkinsville, Uniontown.
HI-BON ENGINEERING CO., INC.	ELECTRICAL	ELECTRIC MOTORS						Provide price: 2000 / each item In SAP US - 9000005104 $855 each
BAKER HUGHES ENERGY SERVICES LLC	ELECTRICAL	ELECTRIC MOTORS	HOUSTON, TX 8800 Wallisvil HOUSTON	TX	77029	USA		
TOSO WESTINGHOUSE	ELECTRICAL	ELECTRIC MOTORS	ROUND ROCK S109 Highway ROUND ROCK	TX	78681	USA		
SIEMENS ELECTRIC LTD	ELECTRICAL	ELECTRIC MOTORS	ALPHARETTA, 100 Technolo ALPHARETTA	GA		USA		609-890-5000 Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
WSI ELECTRIC MOTORS CORP	ELECTRICAL	ELECTRIC MOTORS	DULUTH, GA 6655 SugarlooDULUTH	GA	30097	USA		
TOSHIBA INTERNATIONAL CORPORATION	ELECTRICAL	ELECTRIC MOTORS						
EATON CORPORATION	ELECTRICAL	ELECTRIC MOTORS						
RELIANCE ELECTRIC (BALDOR-RELIANCE)	ELECTRICAL	ELECTRIC MOTORS						Parent company is ABB
REAGAN EQUIPMENT COMPANY, INC.	ELECTRICAL	ENGINE GENERATOR GRETNA, LA. 2550 Belle Ch GRETNA		LA	70053	USA		
MUSTANG CAT POWER SYSTEMS	ELECTRICAL	ENGINE GENERATOR HOUSTON, TX 12800 Northw HOUSTON		TX		USA		
WASHINGTON MARCS INDUSTRIES	ELECTRICAL	ENGINE GENERATOR WINNIESHA P 12320 Main S HOUSTON		TX	77035	USA		For product listing, please see EASL
GE CONSUMER & INDUSTRIAL	ELECTRICAL	ENGINE GENERATOR HOUSTON (R 16451 Jacinto HOUSTON		TX		USA		Compressors are manufactured by Baker Hughes, a GE company.
REAGAN POWER & COMPRESSION, LLC.	ELECTRICAL	ENGINE GENERATOR SETS						PQQ Docs Received 10/15/2019 - John Eastwood PQQ sent 10/2/19 This request has been sent for assessment time of 16 weeks Purchasing a gaseous engine-driven generator & automatic transfer switch to go with the generator (attached is the quote) ADD new product for: Automatic Transfer Switch Manufacturer of product Generac Industrial (manufacturer and distributor of own product) Will need supplier set up for SAP US
AUTHORIZED SERVICES OF NEW ENGLAN	ELECTRICAL	ENGINE GENERATOR SETS						Please complete vendor set up by Oct 15, 2019
COFTEN EQUIPMENT CO	ELECTRICAL	ENGINE GENERATOR SETS						Added per spreadsheet (Suppliers Capturing Tool)
ALSTOM CANADA INC.	ELECTRICAL	GENERATOR - GAS TURBINE DRIVE						
ENTERGUS POWER SYSTEMS	ELECTRICAL	GENERATOR - NATURAL GAS ENGINE						
FINNING INTERNATIONAL	ELECTRICAL	GENERATOR - NATUR FORT MCMUR 118 Macdonal FORT MCMURRA AB			T9H4B2	Canada		
CUMMINS	ELECTRICAL	GENERATOR - NATUR HOUSTON, TX 7045 North LcHOUSTON		TX	77028	USA		Surviving ID 40015448
CUMMINS	ELECTRICAL	GENERATOR - NATURAL GAS ENGINE						Survived Deduplication Activity 1/20/2021
SNERFLEX INC	ELECTRICAL	GENERATOR - NATUR CALGARY, AU Suite 954, 13 CALGARY		AB	T2G0K3	Canada		
REAGAN POWER & COMPRESSION, LLC	ELECTRICAL	GENERATOR - NATURAL GAS ENGINE						PQQ Docs Received 10/15/2019 - John Eastwood PQQ sent 10/2/19 This request has been sent for assessment
INTERNATIONAL ENERGY SYSTEMS	ELECTRICAL	GENERATOR - NATUR RENO, NV 241 Ridge St, RENO		NV	89501	USA		
INTERNATIONAL ENERGY SYSTEMS	ELECTRICAL	GENERATOR - STEAM RENO, NV 241 Ridge St, RENO		NV	89501	USA		
TURBO STEAM LLC	ELECTRICAL	GENERATOR - STEAM TURBINE DRIVE						609-890-5000
SIEMENS ELECTRIC LTD	ELECTRICAL	GENERATOR - STEAM TURBINE DRIVE						Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
TUNDRA PROCESS SOLUTIONS LTD	ELECTRICAL	GENERATOR - STEAM CALGARY, AU 3200 - 1180 CALGARY		AB	T2Z3X1	Canada		
MAN DIESEL AND TURBO	ELECTRICAL	GENERATOR - STEAM VANCOUVER, 1930 - 1177 VANCOUVER		BC	V6G2K3	Canada		
RAMCO/ ELLIOTT	ELECTRICAL	GENERATOR - STEAM CALGARY, AU 700 -1816 CoCALGARY		AB	T2H2Y7	Canada		
DRESSER-RAND COMPANY INC	ELECTRICAL	GENERATOR - STEAM HOUSTON, TX 1200 W.Sam HOUSTON		TX		USA		
EATON CORPORATION	ELECTRICAL	HIGH RESISTANCE GROUND						
CUSTOM CONTROLS MFR OF KANSAS INC	ELECTRICAL	HIGH RESISTANCE GROUND						
SOLFAB SOLAR INC.	ELECTRICAL	MONOCRYSTALLINE PV MODULE						Enbridge is seeking to acquire and construct the 10.5MW Alberta Solar One (ABS1) solar project in Burdett, AB.
ROCKWELL AUTOMATION, INC.	ELECTRICAL	MOTOR CONTROL CENTRE, LOW VOLTAGE, ARC-RESISTANT						
ABB, INC	ELECTRICAL	MOTOR CONTROL CENTRE, LOW VOLTAGE, ARC-RESISTANT						No facility information available
SCHNEIDER ELECTRIC	ELECTRICAL	MOTOR CONTROL CENTRE, LOW VOLTAGE, ARC-RESISTANT						
SIEMENS ELECTRIC LTD	ELECTRICAL	MOTOR CONTROL CENTRE, LOW VOLTAGE, ARC-RESISTANT						609-890-5000 Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
EATON CORPORATION	ELECTRICAL	MOTOR CONTROL CENTRE, LOW VOLTAGE, ARC-RESISTANT						609-890-5000
SIEMENS ELECTRIC LTD	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
ROCKWELL AUTOMATION, INC.	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						
ABB, INC	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						No facility information available
SCHNEIDER ELECTRIC	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						
POWELL INDUSTRIES	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						
EATON CORPORATION	ELECTRICAL	MOTOR CONTROL CENTRE, MEDIUM VOLTAGE, ARC-RESISTANT						
STEALTH ACOUSTICAL & EMISSION INC	ELECTRICAL	PLC PANEL						
TRICON	ELECTRICAL	PLC PANEL	ZACHARY, LA 5450 Fireste ZACHARY	LA	70791	USA		
PYRAMID PROCESS FABRICATORS	ELECTRICAL	PLC PANEL	EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada		
SABRE INSTRUMENT SERVICES	ELECTRICAL	PLC PANEL	CALGARY, AB 4460 54th Av CALGARY	AB	T3C3A8	Canada		
PANELELEX LTD.	ELECTRICAL	PLC PANEL	CALGARY, AB Bay 5, 7408 4Calgary	AB	T2C2A6	Canada		
TUNDRA PROCESS SOLUTIONS LTD	ELECTRICAL	POWER & CONTROLS CALGARY, AU 3200 - 1180 CALGARY		AB	T2Z3X1	Canada		
ABB, INC	ELECTRICAL	POWER & CONTROLS BUILDING						No facility information available
CANYON ENERGY	ELECTRICAL	POWER & CONTROLS CALGARY, AB 7030 - 81 Str Calgary		AB	T2C 5B8	Canada		
REV ENGINEERING LTD.	ELECTRICAL	POWER & CONTROLS CALGARY, AU 3236 - 50th ACALGARY		AB	T2E0A3	Canada		
TROTTER AND MORTON	ELECTRICAL	POWER & CONTROLS CALGARY, AB 5711 1 Street CALGARY		AB	T2H1H9	Canada		
SYNERGY ENGINEERING LTD.	ELECTRICAL	POWER & CONTROLS COQUITLAM, 135 Glacier StCOQUITLAM		BC	V3K5Z1	Canada		
PYRAMID PROCESS FABRICATORS	ELECTRICAL	POWER & CONTROLS EDMONTON, I HWY 16A EastEdmonton		AB	T5J2M1	Canada		
TECHNITION ELECTRIC	ELECTRICAL	POWER & CONTROLS AIRDRIE, AB 117 Kingswina AIRDRIE		AB	T4A0A6	Canada		Survived Deduplication Activity 12/17/2020
ATHENIAN INDUSTRIES (AZ2)	ELECTRICAL	POWER & CONTROLS BUILDING						
SABRE INSTRUMENT SERVICES	ELECTRICAL	POWER & CONTROLS CALGARY, AB 4460 54th Av CALGARY		AB	T3C3A8	Canada		
TECHNITION ELECTRIC	ELECTRICAL	POWER & CONTROLS BUILDING						Surviving ID 40001670
CUSTOM CONTROLS MFR OF KANSAS INC	ELECTRICAL	POWER & CONTROLS BUILDING						Surviving ID 40013353
JA ELECTRONICS MANUFACTURING COMP	ELECTRICAL	RECTIFIER FOR CATHODIC PROTECTION						Product - Rectifier
MEGA	ELECTRICAL	RECTIFIER FOR CATHODIC PROTECTION						SAP US Vendor #9000009851 Address: 13715 N. Promenade Blvd., STAFFORD, TX 77477 Telephone: 281-879-9903 Material types: Cathodic Protect Sys, DC Electrical Equip, Electric Equip Other
JA ELECTRONICS MFG. CO INC	ELECTRICAL	RECTIFIER FOR CATHODIC PROTECTION						
ELECSYS A LINDSAY COMPANY	ELECTRICAL	RECTIFIER KIT						
EATON CORPORATION	ELECTRICAL	RECTIFIER KIT						
FIRST SOLAR INC.	ELECTRICAL	SOLAR PANELS						Added first solar to this business unit as they were mistakenly placed into liquid pipelines list.
PLANT POWER & CONTROL SYSTEMS	ELECTRICAL	SWITCHGEAR, 35C AIR-INSULATED (AIS), METAL-CLAD, ARC-RESISTANT						
SCHNEIDER ELECTRIC	ELECTRICAL	SWITCHGEAR, 35C AIR-INSULATED (AIS), METAL-CLAD, ARC-RESISTANT						
POWELL INDUSTRIES	ELECTRICAL	SWITCHGEAR, 35C AIR-INSULATED (AIS), METAL-CLAD, ARC-RESISTANT						
ABB, INC	ELECTRICAL	SWITCHGEAR, 35C GAS-INSULATED (GIS), METAL-CLAD, ARC-RESISTANT						No facility information available
PLANT POWER & CONTROL SYSTEMS	ELECTRICAL	SWITCHGEAR, 35C GAS-INSULATED (GIS), METAL-CLAD, ARC-RESISTANT						
SCHNEIDER ELECTRIC	ELECTRICAL	SWITCHGEAR, 35C GAS-INSULATED (GIS), METAL-CLAD, ARC-RESISTANT						
POWELL INDUSTRIES	ELECTRICAL	SWITCHGEAR, 35C GAS-INSULATED (GIS), METAL-CLAD, ARC-RESISTANT						
PLANT POWER & CONTROL SYSTEMS	ELECTRICAL	SWITCHGEAR, METAL-ENCLOSED, LOW-VOLTAGE, POWER CIRCUIT BREAKER, ARC-RESISTANT						

							609-890-5000
SIEMENS ELECTREC LTD	ELECTRICAL	SWITCHGEAR, METAL-ENCLOSED, LOW-VOLTAGE, POWER CIRCUIT BREAKER, ARC-RESISTANT					Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
ABB, INC	ELECTRICAL	SWITCHGEAR, METAL-ENCLOSED, LOW-VOLTAGE, POWER CIRCUIT BREAKER, ARC-RESISTANT					No facility information available
SCHNEIDER ELECTRIC	ELECTRICAL	SWITCHGEAR, METAL-ENCLOSED, LOW-VOLTAGE, POWER CIRCUIT BREAKER, ARC-RESISTANT					
EATON CORPORATION	ELECTRICAL	SWITCHGEAR, METAL-ENCLOSED, LOW-VOLTAGE, POWER CIRCUIT BREAKER, ARC-RESISTANT					
							From Shane Hammel, Gentherm Global Power Technologies, in 2019 has been used by GT and LP and can be found in the following ERP's SAP West (11801), SAP USC(0000144872), Oracle(3464646). Control Panels are an assessment level 2 and will require an assessment of their facility.
GENTHERM GLOBAL POWER TECHNOLOGI ELECTRICAL		THERMOELECTRIC GE GENTHERM G 902 – S th Av Bessano	AB	T0J0K0	Canada		
PTI TRANSFORMERS INC	ELECTRICAL	TRANSFORMER, LIQU REGINA, SASK 1155 Park Str REGINA	SK	S4N4Y8	Canada		
PIONEER TRANSFORMERS LTD	ELECTRICAL	TRANSFORMER, LIQU GRANBY, QUE 612 Bernard S GRANBY	QC	J2J0H5	Canada		
NIAGARA TRANSFORMER CORP.	ELECTRICAL	TRANSFORMER, LIQU BUFFALO, NY 1755 Dale Roa BUFFALO	NY	14225	USA		
CARTE INTERNATIONAL INC	ELECTRICAL	TRANSFORMER, LIQU WINNIPEG, M 1995 Logan A WINNIPEG	MB	R2R0H8	Canada		
STANDBY ENERGY	ELECTRICAL	UNINTERRUPTIBLE POWER SUPPLIES (UPS)					
LTI POWER SYSTEMS	ELECTRICAL	UNINTERRUPTIBLE POWER SUPPLIES (UPS)					From Trees Dever:I have attached the quotation and MLS for LTI Power Systems. They currently are listed in SAP at #200018721. The MLS states that the requestor has submitted a New Vendor Form with W9 to APVendorMaster. I have also submitted an exemption in EASL. 07/11/2019 onboarding pkg sent to contact 07/11/19 ems
REC ELECTRONICS LTD.	ELECTRICAL	UNINTERRUPTIBLE PC BURNABY, BC Unit 1 – 5420 BURNABY	BC	V3N0C1	Canada		
MAYLEY ELECTRONICS LTD	ELECTRICAL	UNINTERRUPTIBLE PC CALGARY, AB 10827-27 ST CALGARY	AB	T2Z 3A2	Canada		
EATON CORPORATION	ELECTRICAL	UNINTERRUPTIBLE POWER SUPPLIES (UPS)					
SCHNEIDER ELECTRIC	ELECTRICAL	UNINTERRUPTIBLE POWER SUPPLIES (UPS)					
N.O.V. NATIONAL OILWELL VARCO	ELECTRICAL	VARIABLE FREQUENC HOUSTON, TX 7909 Parkwood HOUSTON	TX		USA		7909 Parkwood Circle Dr. Houston is a training facility.
ROCKWELL AUTOMATION, INC.	ELECTRICAL	VARIABLE FREQUENCY DRIVES (VFD) MV					
							609-890-5000
SIEMENS ELECTREC LTD	ELECTRICAL	VARIABLE FREQUENC ALPHARETTA, 100 Technolo ALPHARETTA	GA		USA		Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
TOSHIBA INTERNATIONAL CORPORATION ELECTRICAL		VARIABLE FREQUENCY DRIVES (VFD) MV					
DYMARK CONTROLS	ELECTRICAL	VARIABLE FREQUENC CALGARY, AB 10509 46 St CALGARY	AB	T2C5C2	Canada		
EATON CORPORATION	ELECTRICAL	VARIABLE FREQUENCY DRIVES VFD (LV)					
							609-890-5000
SIEMENS ELECTREC LTD	ELECTRICAL	VARIABLE FREQUENCY DRIVES VFD (LV)					Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
SUESSYS A LINDSAY COMPANY	ELECTRICAL	WATCHDOG II - BASE STATION					
ECL AMERICA INC.	FABRICATED EQUIPMENT	CATALYTIC CONVERT CONCORD, Ot 504 Hillsay A CONCORD	ON	L4K3V5	Canada		
JOHNSON MATTHEY	FABRICATED EQUIPMENT	CATALYTIC CONVERT AUDUBON, PA 960 Forge Ave AUDUBON	PA	19403	USA		
PAL-CON LTD	FABRICATED EQUIPMENT	ENGINE AIR INTAKE STEPHENVILL 12425 North LSTEPHENVILLE	TX	76401	USA		
UNIVERSAL SILENCERS (BABCOCK & WILC FABRICATED EQUIPMENT		ENGINE AIR INTAKE STOUGHTON, 1925 Hwy 51 STOUGHTON	WI	53589	USA		Supervised Deduplication Activity 11/12/2020 Surviving ID 49025888
RIDELESS MANUFACTURING	FABRICATED EQUIPMENT	ENGINE AIR INTAKE DALLAS, TX. 14656 N. Dall DALLAS	TX	75254	USA		Burgess-Manning Inc.
UNIVERSAL SILENCER INC.	FABRICATED EQUIPMENT	ENGINE AIR INTAKE STOUGHTON, 1925 US HIGI STOUGHTON	WI	53589	USA		Survived Deduplication Activity 11/12/2020
MUELLER ENVIRONMENTAL DESIGNS, INC FABRICATED EQUIPMENT		ENGINE AIR INTAKE BROOKSHIRE 4115 5th St. BROOKSHIRE	TX	77423	USA		
DONALDSON TORIT COMPANY	FABRICATED EQUIPMENT	ENGINE AIR INTAKE					
WILLIAM W. NUGENT & CO., INC.	FABRICATED EQUIPMENT	ENGINE LUBE OIL SKOKIE, IL. 3440 Clevelan SKOKIE	IL		USA		
						Supervisors - Contract SME prior to purchase Closures - Quick Opening (Non-Threaded) – Please see on FAC26	
HILCO	FABRICATED EQUIPMENT	ENGINE LUBE OIL MINERAL WEL 118 Washingt MINERALS WELL TX		76068	USA		
SILLIARD CORP.	FABRICATED EQUIPMENT	ENGINE LUBE OIL ELMIRA, NY 103 West Fou ENMRA	NY	14901	USA		
MUELLER ENVIRONMENTAL DESIGNS, INC FABRICATED EQUIPMENT		EXHAUST SILENCERS BROOKSHIRE 4115 5th St. BROOKSHIRE	TX	77423	USA		
RIDELESS MANUFACTURING	FABRICATED EQUIPMENT	EXHAUST SILENCERS DALLAS, TX. 14652 N. Dall DALLAS	TX	75254	USA		Burgess-Manning Inc.
TIAM INDUSTRIAL SERVICES, INC.	FABRICATED EQUIPMENT	GENERAL NON-ASME ALVIN, TX 8115 Red BluffFREANDINA	TX	77056	USA		
TRADE CONSTRUCTION	FABRICATED EQUIPMENT	GENERAL NON-ASME ZACHARY, LA 17043 Joor RcZACHARY	LA	70791	USA		
BINGTON CIS CORPORATION	FABRICATED EQUIPMENT	GENERAL NON-ASME WHITE OAK, T 1604 Chestna WHITE OAK	TX	75693	USA		
J. L. ALLEN SERVICES, INC	FABRICATED EQUIPMENT	GENERAL NON-ASME DALLAS, TX. 14656 N. Dall DALLAS	TX	61953	USA		
							Water Engine part. Parent company – GE Energy. high yield - Buying guide
DRESSER PIPING SPECIALTIES	FABRICATED EQUIPMENT	GENERAL NON-ASME BRADFORD, P 41 Fisher Ave BRADFORD	PA	16701	USA		
CHE ENGINEERING	FABRICATED EQUIPMENT	GENERAL NON-ASME PORTSMOUTH 430 West Roa PORTSMOUTH	NH	3801	USA		Contact SME prior to purchase
AECON SERVICES, INC.	FABRICATED EQUIPMENT	GENERAL NON-ASME DERWENT, Or 10901 Clay Pl DERWENT	OH	74107	USA		
B & N MANUFACTURING	FABRICATED EQUIPMENT	GENERAL NON-ASME CYPRESS, TX 21210 FM 529CYPRESS	TX	77433	USA		
TURNER INDUSTRIES GROUP, LLC	FABRICATED EQUIPMENT	GENERAL NON-ASME PORT ALLEN, 1700 West Pe PORT ALLEN	LA	70767	USA		
SAGEBRUSH PIPELINE EQUIPMENT COMPA FABRICATED EQUIPMENT		GENERAL NON-ASME TULSA, OK 8100 New SapTulsa	OK	74131	USA		
DELCETT MEASUREMENT	FABRICATED EQUIPMENT	GENERAL NON-ASME PICKETT MEA 3616 Up RiverCORPUS CHRISTI TX		78408	USA		Pickett Measurement owned by Strike.
BIG GUI ENERGY SYSTEMS, LLC	FABRICATED EQUIPMENT	GENERAL NON-ASME TULSA, OK 4140 South G TULSA	OK	74107	USA		For Quality assessment review
OPTIMIZED PROCESS DESIGNS LLC	FABRICATED EQUIPMENT	GENERAL NON-ASME KATY, TX 25610 Clay RKATY	TX	77493	USA		
WITCO MACHINE & WELDING CO. INC.	FABRICATED EQUIPMENT	GENERAL NON-ASME HOUSTON, TX 9922 Morua SHOUSTON	TX	77093	USA		No Website
TAYLOR FORGE ENGINEERED SYSTEMS, IN FABRICATED EQUIPMENT		GENERAL NON-ASME PAOLA, KANS 208 N. Iron S PAOLA	KS	66071	USA		Grade B - cap Survived Deduplication Activity 1/6/2021
RIMLINE EQUIPMENT, INC.	FABRICATED EQUIPMENT	GENERAL NON-ASME TULSA, OK 8402 South E TULSA	OK	74131	USA		Requires Level 3 (Full Scope) Inspection
DIVALL'S, INC.	FABRICATED EQUIPMENT	GENERAL NON-ASME ODESSA, TX 2200 East SanODESSA	TX	79761	USA		
UNIVERSAL SILENCER INC.	FABRICATED EQUIPMENT	INLINE SILENCERS STOUGHTON, 1925 US HIGI STOUGHTON	WI	53589	USA		Survived Deduplication Activity 11/12/2020
UNIVERSAL SILENCERS (BABCOCK & WILC FABRICATED EQUIPMENT		INLINE SILENCERS STOUGHTON, 1925 Hwy 51 STOUGHTON	WI	53589	USA		Supervised Deduplication Activity 11/12/2020 Surviving ID 49025888
PAL-CON LTD	FABRICATED EQUIPMENT	INLINE SILENCERS STEPHENVILL 12425 North LSTEPHENVILLE	TX	76401	USA		
WASHINGTON IRON WORKS	FABRICATED EQUIPMENT	MACHINING FABRICA SHERMAN, TX 400 E Lamar SHERMAN	TX	75090	USA		
GREENER INDUSTRIES, INC.	FABRICATED EQUIPMENT	MACHINING FABRICA MOUNT JOY, 1 1650 Steel WMOUNT JOY	PA	17552	USA		
YOUNG WELDING & CRANKSHAFT REPAIR FABRICATED EQUIPMENT		MACHINING FABRICA ODESSA, TX. 4307 South C ODESSA	TX		USA		
WITCO MACHINE & WELDING CO. INC.	FABRICATED EQUIPMENT	MACHINING FABRICA HOUSTON, TX 9922 Morua SHOUSTON	TX	77093	USA		No Website
KALINE, INC	FABRICATED EQUIPMENT	MACHINING FABRICA SALINA, TX 3256 East Cis SALINA	KS	67402	USA		
TRIDO INDUSTRIES LTD	FABRICATED EQUIPMENT	PIPE PILES AND CARBON STEEL					
NORTHSTAR INDUSTRIES	FABRICATED EQUIPMENT	PIPE PILES AND CARB NORTHSTAR 1126 Merrimac METHUEN	MA	01844	USA		
EVRAZ REGINA STEEL TUBULAR	FABRICATED EQUIPMENT	PIPE PILES AND CARB REGINA, SK 100 ARMOUR REGINA	SK	S4P3C7	Canada		
CANSTANSON PIPE	FABRICATED EQUIPMENT	PIPE PILES AND CARB HIGH RIVER, 46025A Hwy 2High River	AB	T1V1H6	Canada		
FORCE PILE DRIVING	FABRICATED EQUIPMENT	PIPE PILES AND CARB BLACKFALDS, 27312 - 213 TBLACKFALDS	AB	T0M0J0	Canada		
PIPE & PILING SUPPLIES (WESTERN) LTD. FABRICATED EQUIPMENT		PIPE PILES AND CARB CALGARY, AU 5515 40th Str CALGARY	AB	T2C2A8	Canada		
WITCO MACHINE & WELDING CO. INC.	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS CLM HOUSTON, TX 9922 Morua SHOUSTON	TX	77093	USA		No Website
IDEAL WELDERS	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS					See EASL listing for product listing
PAL-CON LTD	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLM STEPHENVILL 12425 North LSTEPHENVILLE	TX	76401	USA		
APOLLO PRODUCTS MFG LLC	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS					
CHEMMAX MOUNTAIN MFG LTD	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS					
EZ LINE PIPE SUPPORT CO.	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS					
EZ LINE SUPPORT CO., LLC	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPSVILL, TX PO Box 767, JHANVEL	TX	77578	USA		
3M PROLINE	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLAMPS, STRAPS					Approved as a GT Grandfathered Supplier as per list.
INVECO-FAB	FABRICATED EQUIPMENT	PIPE SUPPORTS, CLM HOUSTON, TX 3701 Holmes HOUSTON	TX	77051	USA		
WORLDWIDE(ENG/CONS) CORP. PROJECTS	FABRICATED EQUIPMENT	PIPERACK MODULES CALGARY, AB 4050, 6500 RCALGARY	AB	T2H2N1	Canada		
NANDO1 FABRICATORS LTD.	FABRICATED EQUIPMENT	PIPERACK MODULES CALGARY, AB 8915 - 44th SCALGARY	AB	T2C2P5	Canada		
IPSL PROJECTS LTD	FABRICATED EQUIPMENT	PIPERACK MODULES (FABRICATION & ASSEMBLY)					
BAY LTD. MONTANA	FABRICATED EQUIPMENT	PIPERACK MODULES CORPUS CHRI 1414 Valero WCORPUS CHRISTI TX		78409	USA		
PCL INDUSTRIAL CONSTRUCTORS	FABRICATED EQUIPMENT	PIPERACK MODULES EDMONTON, I 9915 56th Av EDMONTON	AB	T6E5L7	Canada		
SRS INDUSTRIAL	FABRICATED EQUIPMENT	PIPERACK MODULES (FABRICATION & ASSEMBLY)					
S. S. FOX LTD.	FABRICATED EQUIPMENT	PIPERACK MODULES NIAGARA FAL 9127 Montros NIAGARA FALLS ON		L2E7J9	Canada		
SUNTURS	FABRICATED EQUIPMENT	PIPERACK MODULES (FABRICATION & ASSEMBLY)					
PHOENIX INDUSTRIAL	FABRICATED EQUIPMENT	PIPERACK MODULES VANCOUVER, 2111 SE Colu VANCOUVER	BC		Canada		
LOCCOR	FABRICATED EQUIPMENT	PIPERACK MODULES VANCOUVER, 3267 CORDOVVANCOUVER	BC	V6C1C7	Canada		
KBB CANADA LTD.	FABRICATED EQUIPMENT	PIPERACK MODULES CALGARY, AB Suite 1720, 4 CALGARY	AB	T2P3Y3	Canada		
SKIPAM CANADA	FABRICATED EQUIPMENT	PIPERACK MODULES (FABRICATION & ASSEMBLY)					
PERFORMANCE ENERGY	FABRICATED EQUIPMENT	STRUCTURAL HOUMA, LA. 200 North AvHOUMA	LA	70360	USA		
GARNEAU MANUFACTURING	FABRICATED EQUIPMENT	STRUCTURAL MORINVILLE, 8806 - 98 StrMORINVILLE	AB	T8W1K7	Canada		
J. L. ALLEN SERVICES, INC	FABRICATED EQUIPMENT	STRUCTURAL TUSCOLA, IL. 980 North CR TUSCOLA	IL	61953	USA		
EZ LINE SUPPORT CO., LLC	FABRICATED EQUIPMENT	STRUCTURAL MANVEL, TX PO Box 767, JHANVEL	TX	77578	USA		
UNITED STEEL STRUCTURES	FABRICATED EQUIPMENT	STRUCTURAL HOUSTON, TX 1530 Enclave HOUSTON	TX	77077	USA		
STEEL NATION	FABRICATED EQUIPMENT	STRUCTURAL					Survived Deduplication Activity 1/7/2021
SOMERSET STEEL ERECTION CO., INC.	FABRICATED EQUIPMENT	STRUCTURAL					Added as G.F. activity 12-02-19
PAL-CON LTD	FABRICATED EQUIPMENT	STRUCTURAL STEPHENVILL 12425 North LSTEPHENVILLE	TX	76401	USA		
OPTIMIZED PROCESS DESIGNS LLC	FABRICATED EQUIPMENT	STRUCTURAL KATY, TX 25610 Clay RKATY	TX	77493	USA		
WITCO MACHINE & WELDING CO. INC.	FABRICATED EQUIPMENT	STRUCTURAL HOUSTON, TX 9922 Morua SHOUSTON	TX	77093	USA		No Website
ALLAN EDWARDS, INC.	FABRICATED EQUIPMENT	STRUCTURAL TULSA, OK 2505 South 2 TULSA	OK	74107	USA		
W.F. WELDING & OVERHEAD CRANES LTD FABRICATED EQUIPMENT		STRUCTURAL NISKU, ALBER 705 – 23 Ave NISKU	AB	T9E7Y5	Canada		
SUPREME STEEL LTD.	FABRICATED EQUIPMENT	STRUCTURAL ACHESON, AB 26165 96 Ave ACHESON	AB	T7X5J7	Canada		
SUPERMETAL STRUCTURES INC.	FABRICATED EQUIPMENT	STRUCTURAL LEVIS, QC 1955 Se Rou LEVIS	QC	G6W5M6	Canada		
PHOENIX INDUSTRIAL	FABRICATED EQUIPMENT	STRUCTURAL VANCOUVER, 2111 SE Colu VANCOUVER	BC		Canada		
D' DREVER FABRICATION INC.	FABRICATED EQUIPMENT	STRUCTURAL 0028 PARK, T 4400 Highway DEER PARK	TX	77536	USA		
STEEL NATION	FABRICATED EQUIPMENT	STRUCTURAL WASHINGTON 1130 Washing WASHINGTON	PA	15301	USA		Supervised Deduplication Activity 1/7/2021 Surviving ID 45857515
MAINYARD STEEL FABRICATORS	FABRICATED EQUIPMENT	STRUCTURAL EDMONTON, I 10030 – 34 StEDMONTON	AB	T6E6Y5	Canada		
KENT STEEL	FABRICATED EQUIPMENT	STRUCTURAL					
ULEMPIONE FABRICATORS LTD.	FABRICATED EQUIPMENT	STRUCTURAL CALGARY, AU 3815 56 Aven CALGARY	AB	T2C3E4	Canada		
BONNYVILLE WELDING	FABRICATED EQUIPMENT	STRUCTURAL BONNYVILLE, Box 8075 BONNYVILLE	AB	T9N2J3	Canada		
PACTECH WELDING & MACHINING LTD.	FABRICATED EQUIPMENT	STRUCTURAL FORT ST. JOH BOX 6278, RUFORT ST JOHN	BC	V1J4M7	Canada		
IDEAL WELDERS	FABRICATED EQUIPMENT	STRUCTURAL DELTA, BC 660 Caldew S DELTA	BC	V3M5S2	Canada		See EASL listing for product listing
ALMAC METAL INDUSTRIES LTD	FABRICATED EQUIPMENT	STRUCTURAL EDMONTON, I 6140 – 76 AvEDMONTON	AB	T6B0A6	Canada		
LONE STAR FASTENERS	FASTENERS	STUD BOLTS, NUTS A SPRING, TX. 24115 West HSPRING	TX	77373	USA		
TUSCI SEALING PRODUCTS, INC.	FASTENERS	STUD BOLTS, NUTS A HOUSTON, TX 155 S. Bell In HOUSTON	TX	77047	USA		
DAN LOC	FASTENERS	STUD BOLTS, NUTS A HOUSTON, TX 755 N. Dreno HOUSTON	TX	77003	USA		
ANSERBOLT, INC.	FASTENERS	STUD BOLTS, NUTS A SYCAMORE, A 16560 Alabam SYCAMORE	AL	35149	USA		
VAVIL INTERNATIONAL	FITTINGS	2" AND LESS EXETER, NH. 2 Holland WayEXETER	NH	3833	USA		Longview, TX. location may be closed. Need to validate manufacturing location of 2- and less forged steel fittings.
BONNEY FORGE	FITTINGS	2" AND LESS MOUNT UNIO 16496 Croyle MOUNT UNION	PA	17066	USA		
PACIFIC FORGING COMPANY	FITTINGS	2" AND LESS CATAHAUQUA 800 Front StrCATAHAUQUA	PA	18032	USA		
HILLS IRON WORKS	FITTINGS	2" AND LESS GARDENA, CA 14934 South GARDENA	CA	90248	USA		
WESTBROOK MANUFACTURING	FITTINGS	2" AND LESS HOUSTON, TX 1111 Lockwood HOUSTON	TX	77020	USA		
COFFER (AMERIFORGE)	FITTINGS	ANCHOR FORGINGS HOUSTON, TX 13770 Industri HOUSTON	TX	77015	USA		Amerifoge acquires Cooper Flange in 2020 - AmeriForge created in 1989 – became AFGlobal. Coffer is one brand. AFGlobal - Houston, TX - is a private company. Manufacturer is Tube Turns Division.
DYPRSS TECHNOLOGIES	FITTINGS	ANCHOR FORGINGS LOUISVILLE, I 2612 Howard LOUISVILLE	KY	40211	USA		
NATIONAL FLANGE & FITTING COMPANY 1 FITTINGS		ANCHOR FORGINGS HOUSTON, TX 9430 Crawfo HOUSTON	TX	77096	USA		
PIMLINE EQUIPMENT, INC.	FITTINGS	CLOSURES - QUICK C TULSA, OK 8402 South E TULSA	OK	74131	USA		Requires Level 3 (Full Scope) Inspection
DYPRSS TECHNOLOGIES	FITTINGS	CLOSURES - QUICK C LOUISVILLE, I 2612 Howard LOUISVILLE	KY	40211	USA		Dypress Technologies - is a private company. Manufacturer is Tube Turns Division.
N.O.V. NATIONAL OILWELL VARCO	FITTINGS	CLOSURES - QUICK C TOMBALL, TX 10906 FM292 TOMBALL	TX	77375	USA		7909 Parkwood Circle Dr. Houston is a training facility.
GO ENGINEERING, SPX FLOW	FITTINGS	CLOSURES - QUICK C HOUSTON, TX 8800 Westpla HOUSTON	TX	77041	USA		

TD WILLIAMSON INC	FITTINGS	CLOSURES - QUICK C TULSA, OK 6801 S. 65th TULSA	OK	74131	USA			Survived Deduplication Activity 12/17/2020
PECO	FITTINGS	CLOSURES - QUICK C MINERAL WEL 118 Washingt MINERALS WELL TX		76048	USA		Expansion - Quick Opening (Non-Threaded) - For use on PECO	Aspire Technologies is now parker company. Manufacturer is Tube Turns Division.
DYRESS TECHNOLOGIES	FITTINGS	CLOSURES THREADED LOUISVILLE, I 2612 Howard LOUISVILLE	KY	40211	USA			7609 Parkwood Circle Dr. Houston is a training facility.
N.O.V. NATIONAL OILWELL VARCO	FITTINGS	CLOSURES THREADED TOMBALL, TX 10968 FM242 TOMBALL	TX	77375	USA			
PECO INDUSTRIES, INC.	FITTINGS	CLOSURES THREADED CONROE, TX 1011 Beech A CONROE	TX	77305	USA			
TAYLOR FORGE ENGINEERED SYSTEMS, I	FITTINGS	EXTRUSIONS PAOLA, KANS 208 N. Iron S PAOLA	KS	66071	USA		Grade B - cap Survived Deduplication Activity 1/6/2021	
PIPELINE EQUIPMENT, INC.	FITTINGS	EXTRUSIONS TULSA, OK 8402 South B TULSA	OK	74131	USA		Requires Level 3 (Full Scope) Inspection	
TECNOFORGE	FITTINGS	EXTRUSIONS PIACENZA, IT Via Emilia Pav.SAN GIOVANNI	PC	29016	ITALY		High Yield: No Parent Company is Valutela	
STEEL FORGINGS INC	FITTINGS	EXTRUSIONS SHREVEPORT 1810 Barton ESHREVEPORT	LA	71107	USA		Grade B - cap Survived Deduplication Activity 1/7/2021	
MAVERICK INTERNATIONAL, LTD	FITTINGS	FITTINGS FOR TUBING						Added as G.F. activity 12-02-19
SWAGELOK	FITTINGS	FITTINGS FOR TUBIN SOLON, OHIO 31200 Diamor SOLON	OH	44139	Canada		Ball valves less than 2" thru 4"(Valves to be bolted body design only - AUT ****	
PARKER HANNIFIN CORPORATION	FITTINGS	FITTINGS FOR TUBIN COLUMBUS, I 2860 Gateway COLUMBUS	OH	43228	USA			
MAVERICK INTERNATIONAL, LTD	FITTINGS	FITTINGS ≤ 4.5"						Added as G.F. activity 12-02-19
FITTINGS ≤ 4.5" -NO SPECIFIC MANUFAC	FITTINGS	FITTINGS ≤ 4.5"						
WELLS IRON WORKS	FITTINGS	GRADE B ≥4.5" GARDENA, CF 14834 South GARDENA	CA	90248	USA			
TECNOFORGE	FITTINGS	GRADE B ≥4.5" PIACENZA, IT Via Emilia Pav.SAN GIOVANNI	PC	29016	ITALY		High Yield: No Parent Company is Valutela	
HINE	FITTINGS	GRADE B ≥4.5" SCHLINS, AUS Hauptstraße 45SCHLINS			AUSTRIA			
TUBE FORGINGS OF AMERICA INC	FITTINGS	GRADE B ≥4.5" PORTLAND, O 5200 NW Front PORTLAND	OR	97210	USA		Grade B - Tees 2"- 30",.Ells 2"-30",.Reducers 2"- 24",.C	
EOFLOW	FITTINGS	GRADE B ≥4.5" GRANBY, QC 985 Rue Andr GRANBY	QC	121126	Canada			Eoflow is using Applicaton of Liquid Epoxy Coatings
CUSTOM ALLOY CORPORATION	FITTINGS	GRADE B ≥4.5" HIGH BRIDGE 3 Washington HIGH BRIDGE	NJ	8829	USA	Approved for	CS-ABC-4 Coating,	
STEEL FORGINGS INC	FITTINGS	GRADE B ≥4.5" SHREVEPORT 1810 Barton ESHREVEPORT	LA	71107	USA		Grade B - cap Survived Deduplication Activity 1/7/2021	
TAYLOR FORGE ENGINEERED SYSTEMS, I	FITTINGS	GRADE B ≥4.5" PAOLA, KANS 208 N. Iron S PAOLA	KS	66071	USA		Grade B - cap Survived Deduplication Activity 1/6/2021	
TECNOFORGE	FITTINGS	HIGH YIELD ≥4.5" PIACENZA, IT Via Emilia Pav.SAN GIOVANNI	PC	29016	ITALY		High Yield: No Parent Company is Valutela	
CUSTOM ALLOY CORPORATION	FITTINGS	HIGH YIELD ≥4.5" HIGH BRIDGE 3 Washington HIGH BRIDGE	NJ	8829	USA	Approved for	CS-ABC-4 Coating,	
EOFLOW	FITTINGS	HIGH YIELD ≥4.5" GRANBY, QC 985 Rue Andr GRANBY	QC	121126	Canada			Eoflow is using Applicaton of Liquid Epoxy Coatings
STEEL FORGINGS INC	FITTINGS	HIGH YIELD ≥4.5" SHREVEPORT 1810 Barton ESHREVEPORT	LA	71107	USA		Grade B - cap Survived Deduplication Activity 1/7/2021	
DRESSER PIPING SPECIALTIES	FITTINGS	HIGH YIELD ≥4.5"					Baker Hughes plant. Parent company - GE Energy. high yield - Buying guide	
TUBE FORGINGS OF AMERICA INC	FITTINGS	HIGH YIELD ≥4.5" PORTLAND, O 5200 NW Front PORTLAND	OR	97210	USA		Grade B - Tees 2"- 30",.Ells 2"-30",.Reducers 2"- 24",.C	
LENZ	FITTINGS	HIGH YIELD ≥4.5" SCHLINS, AUS Hauptstraße 45SCHLINS			AUSTRIA			
PGI INTERNATIONAL	FITTINGS	MJ-4/5GLT-MVGWHWP9						
OCEANEERING INTERNATIONAL INC	FITTINGS	MECHANICAL END CO HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
OIL STATES INDUSTRIES, INC.	FITTINGS	MECHANICAL END CO HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OCEANEERING INTERNATIONAL INC	FITTINGS	MECHANICAL HOT TA HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
TD WILLIAMSON INC	FITTINGS	MECHANICAL HOT TAPS						Survived Deduplication Activity 12/17/2020
OIL STATES INDUSTRIES, INC.	FITTINGS	MECHANICAL HOT TA HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OIL STATES INDUSTRIES, INC.	FITTINGS	PIGGABLE T HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OIL STATES INDUSTRIES, INC.	FITTINGS	PIPE INSULATING JOI HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OCEANEERING INTERNATIONAL INC	FITTINGS	PIPE INSULATING JOI HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
OFFSHORE SEAL & INSULATION, INC.	FITTINGS	PIPE INSULATING JOI HOUSTON, TX 6455 Clara RuHOUSTON	TX	77041	USA			VCS Linoseal and Linebacker gasket & Ins. Kit
DYRESS TECHNOLOGIES	FITTINGS	PIPE INSULATING JOINTS / PIPE MONOLITHIC JOINTS						Aspire Technologies is now parker company. Manufacturer is Tube Turns Division.
DYRESS TECHNOLOGIES	FITTINGS	PIPE INSULATING JOINTS / PIPE MONOLITHIC JOINTS						Aspire Technologies is now parker company. Manufacturer is Tube Turns Division.
DYRESS TECHNOLOGIES	FITTINGS	PIPE INSULATING JOINTS / PIPE MONOLITHIC JOINTS						Aspire Technologies is now parker company. Manufacturer is Tube Turns Division.
BAOSTA GENGAI SRL	FITTINGS	PIPE INSULATING JOI FIORENZUOLA, I VIA A. MUSI, 2FIORENZUOLA	MO		ITALY		Parent Company - Valutela	
DARLOCK PIPELINE TECHNOLOGIES INC	FITTINGS	PIPE INSULATING JOINTS / PIPE MONOLITHIC JOINTS						Survived Deduplication Activity 1/20/2021
TRAM INDUSTRIAL SERVICES, INC.	FITTINGS	SPLIT TEES ALVIN, TX 8115 Red BluffPASADENA	TX	77056	USA			
DRESSER PIPING SPECIALTIES	FITTINGS	SPLIT TEES BRADFORD, P 41 Fisher Ave BRADFORD	PA	16701	USA		Baker Hughes plant. Parent company - GE Energy. high yield - Buying guide	
STEEL FORGINGS INC	FITTINGS	SPLIT TEES SHREVEPORT 1810 Barton ESHREVEPORT	LA	71107	USA		Grade B - cap Survived Deduplication Activity 1/7/2021	
PIPELINE EQUIPMENT, INC.	FITTINGS	SPLIT TEES TULSA, OK 8402 South B TULSA	OK	74131	USA		Requires Level 3 (Full Scope) Inspection	
STATS GROUP INC.	FITTINGS	SPLIT TEES						
WELDFIT CORPORATION	FITTINGS	SPLIT TEES						
TRAM INDUSTRIAL SERVICES, INC.	FITTINGS	STOMPLUG ALVIN, TX 8115 Red BluffPASADENA	TX	77056	USA			
DRESSER PIPING SPECIALTIES	FITTINGS	STOMPLUG BRADFORD, P 41 Fisher Ave BRADFORD	PA	16701	USA		Baker Hughes plant. Parent company - GE Energy. high yield - Buying guide	
TD WILLIAMSON INC	FITTINGS	STOMPLUG TULSA, OK 6801 S. 65th TULSA	OK	74131	USA			Survived Deduplication Activity 12/17/2020
STATS GROUP INC.	FITTINGS	TOR						
FEDERAL FLANGE INC	FLANGES	BLIND >4.5" VIRGINIA TRANSFORMER CORP						
NATIONAL FLANGE & FITTING COMPANY	FLANGES	BLIND >4.5" HOUSTON, TX 9430 CrosstoHOUSTON	TX	77091	USA			
NOLTEX MFG. CO.	FLANGES	BLIND >4.5" HOUSTON, TX 4901 Oates R HOUSTON	TX	77013	USA			
COFFER (AMERIFORGE)	FLANGES	BLIND >4.5" HOUSTON, TX 13770 IndustrHOUSTON	TX	77015	USA		ANSI 150 - 1500, ASME B16.5 & MSS SP44 Only approved companies are: Galperti Inc. Houston Officina Nicola Galperti Gera	Ameriforge acquires Coffer Flange in 2007. Ameriforge created in 1969 - became AFGlobal. Coffer is the brand.
GALPERTI INC.	FLANGES	BLIND >4.5" HOUSTON, TX 160 SouthbeltHOUSTON	TX	77047	USA			
SL FLANGE	FLANGES	BLIND >4.5" HOUSTON, TX 7765 Little Yo HOUSTON	TX	77016	USA			
TRI-LAD FLANGE AND FITTINGS, INC.	FLANGES	BLIND >4.5" HOUSTON, TX 7200 Mykawa HOUSTON	TX	77033	USA			Survived Deduplication 11/16/2020 - Tom Stephenson.
FEDERAL FLANGE INC	FLANGES	BLIND >4.5" HOUSTON 4014 Pinemor Houston	TX	77018	USA			Electronic Corporate Acquire - Assets Changes to Remove 1/25/2021 Tom Stephenson Surviving ID
TRELAD FLANGE & FITTING	FLANGES	FLANGES ≤ 4.5" HOUSTON, TX 7200 Mykawa HOUSTON	TX	77033	USA			Survived Deduplication 11/16/2020 - Tom Stephenson.
TRI-LAD FLANGE AND FITTINGS, INC.	FLANGES	FLANGES ≤ 4.5" HOUSTON, TX 7200 Mykawa HOUSTON	TX	77033	USA			SPECIFIC MANUFACTURERS FOR FLANGES LESS THAN 4.5" ARE NOT REQUIRED.
FLANGES ≤ 4.5" - NO SPECIFIC MANUFAC	FLANGES	FLANGES ≤ 4.5"						Electronic Corporate Acquire - Assets Changes to Remove 1/25/2021 Tom Stephenson Surviving ID
TRELAD FLANGE & FITTING	FLANGES	FLANGES ≤ 4.5" SHERWOOD P 172 Turbo Dr Sherwood Park AB		T8H 2J6	Canada			
OIL STATES INDUSTRIES, INC.	FLANGES	FUTURE TAP >4.5" HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OIL STATES INDUSTRIES, INC.	FLANGES	FUTURE TAP >4.5" HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OCEANEERING INTERNATIONAL INC	FLANGES	FUTURE TAP >4.5" HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
FEDERAL FLANGE INC	FLANGES	MISALIGNMENT >4.5 HOUSTON 4014 Pinemor Houston	TX	77018	USA			
FEDERAL FLANGE INC	FLANGES	MISALIGNMENT >4.5 VIRGINIA TRANSFORMER CORP						
OIL STATES INDUSTRIES, INC.	FLANGES	MISALIGNMENT ≥4.5 HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OCEANEERING INTERNATIONAL INC	FLANGES	MISALIGNMENT >4.5 HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
FEDERAL FLANGE INC	FLANGES	SWIVEL RING >4.5" VIRGINIA TRANSFORMER CORP						
FEDERAL FLANGE INC	FLANGES	SWIVEL RING >4.5" HOUSTON 4014 Pinemor Houston	TX	77018	USA			
OIL STATES INDUSTRIES, INC.	FLANGES	SWIVEL RING >4.5" HOUSTON, TX 6120 East GreHouston	TX	77048	USA			
OCEANEERING INTERNATIONAL INC	FLANGES	SWIVEL RING >4.5" HOUSTON, TX 16255 Port NHOUSTON	TX	77041	USA			
FEDERAL FLANGE INC	FLANGES	WELD NECK >4.5" HOUSTON 4014 Pinemor Houston	TX	77018	USA			
FEDERAL FLANGE INC	FLANGES	WELD NECK >4.5" VIRGINIA TRANSFORMER CORP						
NATIONAL FLANGE & FITTING COMPANY	FLANGES	WELD NECK >4.5" HOUSTON, TX 9430 CrosstoHOUSTON	TX	77091	USA			
TRI-LAD FLANGE AND FITTINGS, INC.	FLANGES	WELD NECK >4.5" HOUSTON, TX 7200 Mykawa HOUSTON	TX	77033	USA			Survived Deduplication 11/16/2020 - Tom Stephenson.
NOLTEX MFG. CO.	FLANGES	WELD NECK >4.5" HOUSTON, TX 4901 Oates R HOUSTON	TX	77013	USA			
COFFER (AMERIFORGE)	FLANGES	WELD NECK >4.5" HOUSTON, TX 13770 IndustrHOUSTON	TX	77015	USA			Ameriforge acquires Coffer Flange in 2007. Ameriforge created in 1969 - became AFGlobal. Coffer is the brand.
SL FLANGE	FLANGES	WELD NECK >4.5" HOUSTON, TX 7765 Little Yo HOUSTON	TX	77016	USA			
GALPERTI INC.	FLANGES	WELD NECK >4.5" HOUSTON, TX 160 SouthbeltHOUSTON	TX	77047	USA		ANSI 150 - 1500, ASME B16.5 & MSS SP44 Only approved companies are: Galperti Inc. Houston Officina Nicola Galperti Gera	
STREAM - FLO INDUSTRIES, LTD.	GAS PIPING AND FITTING	GAS PIPING /FITTING					Check valve 2" thru 42"(Valves to be bolted body design - Antelco ** Swing Check - approved	Survived Deduplication Activity 1/7/2021 9000001186
BONNEY FORGE	GASES	SPECIALTY CHEMICALS						
FLEXITALLIC LP	GASKETS	INSULATING KITS						Visit Address: 6411 Highway 225, Deer Park, TX 77536, USA ADDITIONAL ORACLE ID 166934
OFFSHORE SEAL & INSULATION, INC.	GASKETS	INSULATING KITS HOUSTON, TX 6455 Clara RuHOUSTON	TX	77041	USA			VCS Linoseal and Linebacker gasket & Ins. Kit
ADVANCE PRODUCTS & SYSTEMS, INC	GASKETS	INSULATING KITS SCOTT, LA 108 Asset AveSCOTT	LA	70583	USA			Integra and Trojan Isolating gasket & Insulating Kit
SHIPKO INDUSTRIES	GASKETS	SHEET AND SPIRAL \ HOUSTON, TX 250 Portwall 1HOUSTON	TX	77029	USA			
DARLOCK SEALING TECHNOLOGIES	GASKETS	SHEET AND SPIRAL \ HOUSTON, TX 250 Portwall 1HOUSTON	TX	770229	USA			Survived Deduplication Activity 1/20/2021 Surviving ID 4555 1010
FLEXITALLIC LP	GASKETS	SHEET AND SPIRAL \ DEER PARK, T 6915 Texas 2 DEER PARK	TX	77536	USA			Visit Address: 6411 Highway 225, Deer Park, TX 77536, USA ADDITIONAL ORACLE ID 166934
DARLOCK PIPELINE TECHNOLOGIES INC	GASKETS	SHEET AND SPIRAL WOUND GASKETS						Survived Deduplication Activity 1/20/2021
EXCHANGER INDUSTRIES	HEAT EXCHANGERS	AIR COOLED HEAT EX CALGARY, ALI Suite 200, 58 CALGARY	AB	T2C4Y5	Canada			
RETRO-TECH HEATERS LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EXCHANGER						
AIR-X-CHANGERS	HEAT EXCHANGERS	AIR COOLED HEAT EX TULSA, OK 5615 S. 129th TULSA	OK	74134	USA			
WOOPEN WELDING ENTERPRISES LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EX ORVILLE, ON 1590 AdvancedORVILLE	ON	L6L6L6	Canada			
GEA POWER COOLING, INC.	HEAT EXCHANGERS	AIR COOLED HEAT EX LAKEWOOD, 1 143 Union Bo LAKEWOOD	CO	80228	USA			
PROPAK SYSTEMS LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EX AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada			
FWR CANADA ENGINEERING LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EX CALGARY, AB 138 West Gro CALGARY	AB	T3H1V3	Canada			
CM WESTERN INC	HEAT EXCHANGERS	AIR COOLED HEAT EX CALGARY, ALI 7770 - 44th SCALGARY	AB	T2C2L5	Canada			
ENERMAX FABRICATORS	HEAT EXCHANGERS	AIR COOLED HEAT EXCHANGER						
CALREX INDUSTRIES LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EX CALGARY, ALI 9515 - 48 St CALGARY	AB	T2C2R1	Canada			
CHEWEST FABRICATORS	HEAT EXCHANGERS	AIR COOLED HEAT EXCHANGER						

ALBERTA EXCHANGER LTD.	HEAT EXCHANGERS	AIR COOLED HEAT EX EDMONTON, I 2210-70 Aven EDMONTON	AB		T6P1N6	Canada		
ALTEX INDUSTRIES INC.	HEAT EXCHANGERS	AIR COOLED HEAT EX EDMONTON, I 6831 - 42nd EDMONTON	AB		T6B 2X1	Canada		
BMI-HUDSON ITALIANA	HEAT EXCHANGERS	AIR COOLED HEAT EX TERNO D'ISO Via per Isola TERNO	BG		24030	ITALY		
KOREA HEAT CHANGER	HEAT EXCHANGERS	AIR COOLED HEAT EX SEOUL, KORE Room #1310 SEOUL				KOREA		
EXCHANGER INDUSTRIES	HEAT EXCHANGERS	GAS COOLER						
CHART INDUSTRIES AIR-X-CHANGERS/HA	HEAT EXCHANGERS	GAS COOLER						
HARSCO INDUSTRIAL - HAMMCO	HEAT EXCHANGERS	GAS COOLER						
CALMEX INDUSTRIES LTD.	HEAT EXCHANGERS	GAS COOLER						
TSK-FINS, INC.	HEAT EXCHANGERS	GAS COOLER					Tsk- Fins fabricates tube-fins and assembles aerla	
AIR X-CHANGERS	HEAT EXCHANGERS	GAS COOLER	TULSA, OK	5615 S. 129th TULSA	OK	74134	USA	
AIR COOLED EXCHANGERS, INC.	HEAT EXCHANGERS	GAS COOLER	BROKEN ARR 1201 S. 9th S BROKEN ARROW,OK			74012	USA	Need to order without slits in the tube fins
ALFA LAVAL INC	HEAT EXCHANGERS	PLATE AND FRAME	RICHMOND, V 5400 Internet RICHMOND		VA	23231	USA	
SXTON INC	HEAT EXCHANGERS	PLATE AND FRAME	DELTA, BC 441 Derwent DELTA		BC	V3M5Y9	Canada	
IMPROHEAT-TRANTER	HEAT EXCHANGERS	PLATE AND FRAME	VANCOUVER, 680 Raymur # VANCOUVER		BC	V6A2R1	Canada	
GEA POWER COOLING, INC.	HEAT EXCHANGERS	PLATE AND FRAME	LAKEWOOD, I 143 Union Bo LAKEWOOD		CO	80228	USA	
SPX CANADA INC.	HEAT EXCHANGERS	PLATE AND FRAME						Owned by SPX flow.
ALFA LAVAL INC	HEAT EXCHANGERS	SHELL & TUBE	RICHMOND, V 5400 Internet RICHMOND		VA	23231	USA	
ALTEX INDUSTRIES INC.	HEAT EXCHANGERS	SHELL & TUBE	EDMONTON, I 6831 - 42nd EDMONTON		AB	T6B 2X1	Canada	
SPX CANADA INC.	HEAT EXCHANGERS	SHELL & TUBE						Owned by SPX flow.
EXCHANGER INDUSTRIES	HEAT EXCHANGERS	SHELL & TUBE	CALGARY, AU Suite 200, 58 CALGARY		AB	T2CHY5	Canada	
ALBERTA EXCHANGER LTD.	HEAT EXCHANGERS	SHELL & TUBE	EDMONTON, I 2210-70 Aven EDMONTON		AB	T6P1N6	Canada	
CORWEST FABRICATORS	HEAT EXCHANGERS	SHELL & TUBE						
DAEKYUNG MACHINE AND ENGINEERING	HEAT EXCHANGERS	SHELL & TUBE	ULSAN, KORE 260-17, Cheo ULSAN				KOREA	
ENERGY EXCHANGER COMPANY	HEAT EXCHANGERS	SHELL & TUBE	TULSA, OK 1644 North G TULSA		OK	74116	USA	
THERMO DESIGN ENGINEERING LTD.	HEAT EXCHANGERS	SHELL & TUBE	EDMONTON, I 1424 - 70th A EDMONTON		AB	T6P1P5	Canada	
CAMERON SCHLUMBERGER	HEAT EXCHANGERS	SHELL & TUBE						valves only approved with management approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME Cameron is a subsidiary of Schlumberger
TAYLOR FORGE ENGINEERED SYSTEMS, IN	HEAT EXCHANGERS	SHELL & TUBE	PAOLA, KANS 208 N. Iron S PAOLA		KS	66071	USA	Grade B - cap Survived Deduplication Activity 1/4/2021
PAL-CON LTD	HEAT EXCHANGERS	SHELL & TUBE	STEPHENVILL 12425 North I-STEPHENVILLE		TX	76401	USA	
CALMEX INDUSTRIES LTD.	HEAT EXCHANGERS	SHELL & TUBE	CALGARY, AU 9515 - 48 St CALGARY		AB	T2C2R1	Canada	
IMPROHEAT-TRANTER	HEAT EXCHANGERS	SHELL & TUBE	VANCOUVER, 680 Raymur # VANCOUVER		BC	V6A2R1	Canada	
ENERMAX FABRICATORS	HEAT EXCHANGERS	SHELL & TUBE						
TSK WESTERN INC	HEAT EXCHANGERS	SHELL & TUBE	CALGARY, AU 7735 - 44th SCALGARY		AB	T2C3L5	Canada	
GEA POWER COOLING, INC.	HEAT EXCHANGERS	SHELL & TUBE	LAKEWOOD, I 143 Union Bo LAKEWOOD		CO	80228	USA	
HOOPER WELDING ENTERPRISES LTD.	HEAT EXCHANGERS	SHELL & TUBE	OAKVILLE, ON 1390 Advance OAKVILLE		ON	L6L4L6	Canada	
KOCH HEAT TRANSFER	HEAT EXCHANGERS	SHELL & TUBE	TORONTO, ON 4750 Sheppar TORONTO		ON	M1S3V7	Canada	
SUTRO-TECH HEATERS LTD.	HEAT EXCHANGERS	SHELL & TUBE						
OHMSTEDE, LTD	HEAT EXCHANGERS	SHELL & TUBE	BEAUMONT, T 995 North Mo BEAUMONT		TX	77701	USA	
TT STANDARD	HEAT EXCHANGERS	SHELL & TUBE	BUFFALO, NY 175 Standard BUFFALO		NY	14227	USA	
AIR X-CHANGERS	HEAT EXCHANGERS	SHELL & TUBE	TULSA, OK 5615 S. 129th TULSA		OK	74134	USA	
CGGA INSTRUMENT CORP.	HEAT EXCHANGERS	SHELL & TUBE	YAPHANK, NY 840 Horseblo YAPHANK		NY	11980	USA	Previous GTM AML note states: M&N only
PROPAK SYSTEMS LTD.	HEAT EXCHANGERS	SHELL & TUBE	ARDROS, AB 440 East Lake ARDROS		AB	T4A2J8	Canada	
CHESSER-WARD COMPANY INC	HEAT EXCHANGERS	TURBOCHARGER AFTI HOUSTON, TX 1200 W Gen HOUSTON			TX		USA	
GE OIL & GAS COMPRESSION SYSTEMS, I	HEAT EXCHANGERS	TURBOCHARGER AFTERCOOLER						Work begin in the Calgary Manager for this status. He asked me to submit the SME request to C SAP US Order ID: 9000004750
CAMERON SCHLUMBERGER	HEAT EXCHANGERS	TURBOCHARGER AFTERCOOLER						valves only approved with management approval *** Gate Valve - 2" to 48" approved if produced by Ville Platte location **** Actuation requires Quote clarification / Please contact SME Cameron is a subsidiary of Schlumberger
BRUGGT CATALYTIC HEATERS CO	HEATERS	CATALYTIC HEATER						BRUGGT CATALYTIC HEATERS, SAP US vendor number 7000000172 EASL Supplier Number: 40012314
SIVALLS, INC.	HEATERS	DIRECT	ODESSA, TX 2200 East SaoODESSA		TX	79761	USA	
CAMERON SOLUTIONS INC	HEATERS	DIRECT						Added as G.F. activity 12-02-19
SIVALLS, INC.	HEATERS	INDIRECT FIRED	ODESSA, TX 2200 East SaoODESSA		TX	79761	USA	
GAS TECH ENGINEERING CORPORATION	HEATERS	INDIRECT FIRED	SAPULPA, OK 2110 Industri SAPULPA		OK	74066	USA	Please contactfor a list of product, please see EASL
EXTERRAN	HEATERS	INDIRECT FIRED	ALLEYTON, TX 2207 Fm 949 ALLEYTON		TX	78935	USA	
GASTECH ENGINEERING, LLC	HEATERS	INDIRECT FIRED	SAPULPA, OK 2110 INDUST SAPULPA		OK	74066	USA	Added as G.F. activity 12-02-19
CAMERON SOLUTIONS INC	HEATERS	INDIRECT FIRED						Added as G.F. activity 12-02-19
OIL, GAS, AND INDUSTRIAL PROCESS EQ	HEATERS	INDIRECT FIRED						Previously company name was Total Energy Resources Limited - TERI
RIVERRANCE COSASCO SYSTEMS	INSTRUMENTATION	CORROSION PROBE / SPRINGS, CA 11841 Smith /SANTA FE			CA	90670	USA	
MACURCO	INSTRUMENTATION	DETECTOR -GAS						https://www.kwjengineering.com/home/gas-detection-products/gas-leak-detection-and-ansci-investigation-products/634-pro-surveyor/
KWJ ENGINEERING	INSTRUMENTATION	DETECTOR -GAS						SAP US 9000000976
ALCO GAS & OIL PRODUCTION EQUIPMEN	INSTRUMENTATION	DEW POINT CONTRO EDMONTON, I 5203 - 75th S EDMONTON			AB	T6E5S5	Canada	
ENERFLEX INC	INSTRUMENTATION	DEW POINT CONTROL UNIT						
THERMO FISHER SCIENTIFIC	INSTRUMENTATION	FLOW COMPUTER						Successful Duplicate Analysis - Added Changes to Manufacturer Name and Part Description Surviving ID 40001877
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	FLOW COMPUTER						Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
FLOW COMPUTER	INSTRUMENTATION	FLOW COMPUTER						
THERMO FISHER SCIENTIFIC INC	INSTRUMENTATION	FLOW COMPUTER						Survived Deduplication activity 11/16/2020 - Tom Stephenson
SI FLOW	INSTRUMENTATION	FLOW ELEMENT - ANNUBAR						
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	FLOW ELEMENT - FLOW NOZZLE						Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	FLOW ELEMENT - INTEGRAL ORIFICE						Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	FLOW ELEMENT - ORIFICE PLATE METER RUN						Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
MICRONETER	INSTRUMENTATION	FLOW ELEMENT - V-C HEMET, CA 3150 West St HEMET			CA	92545	USA	
BROOKS	INSTRUMENTATION	FLOW ELEMENT - VAR HATFIELD, PA 407 West VisiHATFIELD			PA	19440	USA	
RAS, INC	INSTRUMENTATION	GAUGE - LEVEL - MAGNETIC						No facility information available
SWAGELOK	INSTRUMENTATION	GAUGE - PRESSURE SOLON, OHIO 31200 Diamor SOLON			OH	44139	Canada	Ball valves less than 2" 1/8" to 2" bolt-thru body design only - AGT ****
SWAGELOK	INSTRUMENTATION	GAUGE - PRESSURE SOLON, OHIO 31200 Diamor SOLON			OH	44139	Canada	Ball valves less than 2" 1/8" to 2" bolt-thru body design only - AGT ****
HONEYWELL	INSTRUMENTATION	GAUGE - PRESSURE						years ago. Legacy supplier. Level 1 Please complete by Aug 20, 2019. RAS is Aug 30
WIKA INSTRUMENTS LTD	INSTRUMENTATION	GAUGE - PRESSURE LAWRENCEVB 1000 WiegandLAWRENCEVILLE GA				40043	USA	
MANSH BELLOFRAM	INSTRUMENTATION	GAUGE - PRESSURE						Level 1 Buying through distributor who is on the ERP
ROSTEMP INSTRUMENTS	INSTRUMENTATION	GAUGE - PRESSURE						
WIKA INSTRUMENTS LTD	INSTRUMENTATION	GAUGE - TEMPERATU LAWRENCEVB 1000 WiegandLAWRENCEVILLE GA				40043	USA	
ELCOMETER, INC.	INSTRUMENTATION	INSTRUMENTATION - OTHER						
THERMAL INSTRUMENT COMPANY	INSTRUMENTATION	INSTRUMENTATION - OTHER						Once this supplier is approved, will be adding another request to purchase Probe Flow Meters Add new product: Probe Flow Meter Vendor also manufactures their own product. Level 0 Please complete by Aug 15 as this is a long lead item
ENDRESS HAUSER	INSTRUMENTATION	LIQUIPHANT M FTL51 & LIQUIPHANT S FTL71 ? LIQUIPHANT M FTL51						is classified as a level switch.
ROSTEMP INSTRUMENTS	INSTRUMENTATION	PM1SC1C4P18-D-P						Level 0 Buying through distributor who is on the ERP
ROSTEMP INSTRUMENTS	INSTRUMENTATION	PR3S1A2P17-G-T-BBPHV						Level 0 Buying through distributor who is on the ERP
SYSTEM SENSOR	INSTRUMENTATION	RATE OF RISE HEAT (MISSISSAUGA (ODS) Kitimat Mississauga	ON			L5N2T5	Canada	
PAL-CON LTD	INSTRUMENTATION	REGENERATOR STEPHENVILL 12425 North I-STEPHENVILLE	TX			76401	USA	
GEA POWER COOLING, INC.	INSTRUMENTATION	REGENERATOR LAKEWOOD, I 143 Union Bo LAKEWOOD	CO			80228	USA	
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	REMOTE TELEMETRY UNIT (RTU)						Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer

THERMO PROCESS INSTRUMENTS LP	INSTRUMENTATION	REMOTE TELEMETRY UNIT (RTU)					Enbridge SCM please reference Buyer Guide notes prior to purchase.
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	RESTRICTION ORIFICE					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
SYSTEM SENSOR	INSTRUMENTATION	SMOKE DETECTION MISSISSAUGI 6581 Kitimat Mississauga ON	L5N3T5	Canada			
912	INSTRUMENTATION	SWITCH - FLOW					
ENDRESS HAUSER	INSTRUMENTATION	SWITCH - LEVEL					The product requirement in Class 4 Dispenser, 3-4124-2 Liquimotor, 4-4124-2 is classified as a level switch.
UNITED ELECTRIC	INSTRUMENTATION	SWITCH - PRESSURE WATERTOWN, 180 Dexter Av WATERTOWN MA	2472	USA			
DT NEO-SYN	INSTRUMENTATION	SWITCH - PRESSURE					Provide product that is currently being used across GTM
TOPWORKS	INSTRUMENTATION	SWITCH - PROXIMITY					
UNITED ELECTRIC	INSTRUMENTATION	SWITCH - TEMPERATI WATERTOWN, 180 Dexter Av WATERTOWN MA	2472	USA			
METRIX	INSTRUMENTATION	SWITCH - VIBRATION HOUSTON, TX 8824 Fallbrid HOUSTON TX	77064	USA			
RAVA INSTRUMENTS LTD	INSTRUMENTATION	TESTWELL, RTD, THE LAWRENCEVIL 1000 Wrayton LAWRENCEVILLEGA	46043	USA			
SIEMENS ELECTRIC LTD	INSTRUMENTATION	TRANSMETTER - ANALYZER - CARBON DIOXIDE (CO2)					609-990-5000 Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check Although, Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907.
GENERAL MONITORS	INSTRUMENTATION	TRANSMETTER - ANALYZER - CO2 POINT MONITORING					We have to add these Flame Detectors under General Monitors by 9/1/2019
AMETEK INC.	INSTRUMENTATION	TRANSMETTER - ANALYZER - CONDUCTIVITY					No facility information available
ABB, INC	INSTRUMENTATION	TRANSMETTER - ANALYZER - H2O DUT					
SMART	INSTRUMENTATION	TRANSMETTER - ANALYZER - H2S POINT MONITORING					Although, Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907.
GENERAL MONITORS	INSTRUMENTATION	TRANSMETTER - ANALYZER - H2S POINT MONITORING					We have to add these Flame Detectors under General Monitors by 9/1/2019
AMETEK INC.	INSTRUMENTATION	TRANSMETTER - ANALYZER - LEL POINT MONITORING					
AMETEK INC.	INSTRUMENTATION	TRANSMETTER - ANALYZER - LEL POINT MONITORING					Although, Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907.
GENERAL MONITORS	INSTRUMENTATION	TRANSMETTER - ANALYZER - LEL POINT MONITORING					We have to add these Flame Detectors under General Monitors by 9/1/2019
AMETEK INC.	INSTRUMENTATION	TRANSMETTER - ANALYZER - LEL RECEIVER OPEN PATH (DC)					Although, Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907.
GENERAL MONITORS	INSTRUMENTATION	TRANSMETTER - ANALYZER - LEL RECEIVER OPEN PATH (DC)					We have to add these Flame Detectors under General Monitors by 9/1/2019
MICROMOTION	INSTRUMENTATION	TRANSMETTER - ANALYZER - LIQUID DENSITY					
AMETEK INC.	INSTRUMENTATION	TRANSMETTER - ANALYZER - MAN BERWYN, PA 1100 Cassett BERWYN PA	19312	USA			
TELEDYNE ANALYTICAL INSTRUMENTS	INSTRUMENTATION	TRANSMETTER - ANALYZER - MAN CITY OF INDU 16030 Chestn CITY OF INDUSTCA	91748	USA			
AIRSONIC	INSTRUMENTATION	TRANSMETTER - ANALYZER - ProVAP					
ABB, INC	INSTRUMENTATION	TRANSMETTER - ANALYZER - RVP MULTI-COMPONENT CHROMATOGRAPH					No facility information available
ABB, INC	INSTRUMENTATION	TRANSMETTER - ANALYZER - SALES GAS CHROMATOGRAPH					No facility information available
SPECTRASENSORS	INSTRUMENTATION	TRANSMETTER - ANALYZER - WATER VAPOR HOUSTON TX	77043	USA			
PHASE DYNAMICS	INSTRUMENTATION	TRANSMETTER - ANALYZER - WATER VAPOR RICHARDSON TX	75081	USA			
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	TRANSMETTER - DIRECT MOUNT PRESSURE GAUGE					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
GENERAL MONITORS	INSTRUMENTATION	TRANSMETTER - FIRE DETECTOR					Although, Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907.
OMEGUARD	INSTRUMENTATION	TRANSMETTER - FIRE BEAVERTON, 8699 SW Cirs BEAVERTON OR	97008	USA			We have to add these Flame Detectors under General Monitors by 9/1/2019
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	TRANSMETTER - LEVEL - DISPLACER					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	TRANSMETTER - LEVEL - DP (3 DIAPHRAGM SEALS)					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	TRANSMETTER - LEVEL - DP (DIRECT MOUNT)					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
ABB, INC	INSTRUMENTATION	TRANSMETTER - LEVEL - MAGNETOSTRICTIVE					No facility information available
ABB, INC	INSTRUMENTATION	TRANSMETTER - LEVEL - RADAR					No facility information available
EMERSON PROCESS MANAGEMENT	INSTRUMENTATION	TRANSMETTER - PRESSURE - DIFFERENTIAL					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
DMS CONTROLS, INC.	LEGACY	INSTRUMENT GAS SUPPLY CONDITIONER					Added as G.F. activity 12-02-19
FLOW- ZONE LLC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40014253
PMC TECHNOLOGIES	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001830
ASKCOM INSTRUMENTATION LTD	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001841
DANIEL INDUSTRIES CANADA INC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001737
CEFLOW CANADA INC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001713
ELCOMETER INC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40013981
BINGHAM & TAYLOR CORP.	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 4009026
EMA SOLUTIONS INC	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40014980
CONTROLWORX LLC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40014445
CLEAVER BROOKS OF CANADA % CANADI LEGACY		LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40014125
CHAMCO INDUSTRIES LTD	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40007924
AUTOMATION TECHNOLOGY INC	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number40007501
ALBERTA CUSTOM FIRE BENDING & WEL LEGACY		LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001776
ATMOS INTERNATIONAL	LEGACY	LEGACY PRODUCT					Added as G.F. activity 12-02-19
ATKINSON INDUSTRIES INC	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40007715
BIO-EX ENERGY SYSTEMS LLC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40007503
ISS MEDICAL SERVICES	LEGACY	LEGACY PRODUCT					Added as G.F. activity 12-02-19
L&S PROLINE	LEGACY	LEGACY PRODUCT					Added as G.F. activity 12-02-19
SUMMIT ELECTRIC SUPPLY CO INC	LEGACY	LEGACY PRODUCT					Added as G.F. activity 12-02-19
PMC TECHNOLOGIES MEASUREMENT SOLU LEGACY		LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001830
PMC TECHNOLOGIES MEASUREMENT	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001830
FLAME INDUSTRIES LLC	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40007912
EATON CORP	LEGACY	LEGACY PRODUCT					– This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40001844
CANSTAR INSTRUMENTS INC	LEGACY	LEGACY PRODUCT					This record has been identified as a duplicate record and flagged as removed. Please see surviving record *Maximo Number 40003497
SOFUS	LUBRICANTS AND FUEL (NON-GEN) LUBRICANTS						
PETROCANADA	LUBRICANTS AND FUEL (NON-GEN) LUBRICATION, FUELS, OILS & GREASE						Part of category manager's strategy
NORTHWEST EQUIPMENT LTD	LUBRICANTS AND FUEL (NON-GEN) LUBRICATION, FUELS AIRDRIE, AB 415 East Lake AIRDRIE AB		T4A2J7	Canada			
EMERSON PROCESS MANAGEMENT	METERING	AVERAGING PITOT TUBE					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT	METERING	CORIOLIS METERS					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
CPA MEASUREMENT DYNAMICS	METERING	FLOW CONDITIONER CALGARY, AU 10653 - 46 St CALGARY AB	T2C5C2	Canada			
EMERSON PROCESS MANAGEMENT	METERING	FLOW CONDITIONER					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
ACCELERATED PRODUCTION SYSTEMS	METERING	GAS CHROMATOGRAM THE WOODLA 2445 Technol THE WOODLANDS TX	77381	USA			
CALHEX INDUSTRIES LTD.	METERING	GAS CHROMATOGRAM CALGARY, AU 9515 - 48 St CALGARY AB	T2C2R1	Canada			
CIDRA INSTRUMENT CORP.	METERING	GAS CHROMATOGRAM FAIRHAVE, NY 3441 Horseblu FAIRHAVE NY	11440	USA			Previous GTM AML note states: M&N only
DAUMER PROCESS	METERING	GAS CHROMATOGRAM HOUSTON, TX 13616 Henriet HOUSTON TX	77040	USA			
ABB, INC	METERING	GAS CHROMATOGRAPH					No facility information available
EMERSON PROCESS MANAGEMENT	METERING	GAS CHROMATOGRAPH					Control Valve Packages: Approved for ball 4"-24", Emerson Automation Solutions. Shaffer Valve Operating Systems Globe 1"-12" Coriolis meters are not used for custody transfer
CAMERON SCHLUMBERGER	METERING	GAS CHROMATOGRAPH					valve only approved *** management approval *** Gate Valve - 2" to 48" approved if reviewed by Vilia Rathe location ***** Actuation requires Quote clarification / Please contact SME Cameron is a subsidiary of Schlumberger
EXCHANGER INDUSTRIES	METERING	GAS CHROMATOGRAM CALGARY, AU Suite 200, 58 CALGARY AB	T2C4Y5	Canada			
ABB, INC	METERING	GAS CHROMATOGRAPH					No facility information available

CHROMALOX INC	METERING	GAS CHROMATOGRAM EDMONTON, I 7051 68 Ave EDMONTON	AB	T6B3E3	Canada		
HALL TECHNOLOGIES LTD.	METERING	METER & REGULATOR ROCKYVIEW, 233167A Rainy Rocky View	AB	T1X0J9	Canada		
BARBER ENGINEERING & CONTROLS	METERING	METER & REGULATOR PORT COQUIT Unit 115, 155 COQUITLAM	BC	V3C6M9	Canada		"COREX CONTROLS SOLUTIONS" IS THE NEW NAME
ACCURATE MEASUREMENT	METERING	METER & REGULATOR BROUSSARD, 113B Wall Rou BROUSSARD	LA	70518	USA		
SPARTAN CONTROLS LTD.	METERING	METER & REGULATOR CALGARY, Ad 365 - 27 STRECALGARY	AB	T2A7V2	Canada		
STAR MEASUREMENT SALES AND SERVICE METERING		METER & REGULATOR SCOTT, LA 406 Sunbeam SCOTT	LA	70583	USA		
ENERGY, LLC	METERING	METER & REGULATOR MILTON, WV 1763 US Rt. 6MILTON	WV	25541	USA		
LMC INDUSTRIAL CONTRACTORS INC	METERING	METER & REGULATOR SKIDS					
CAE ENGINEERING	METERING	METER & REGULATOR PORTSMOUTH 420 West Roa PORTSMOUTH	NH	3801	USA	Contact SME prior to purchase	
BACON SERVICES, INC.	METERING	METER & REGULATOR DERWENT, OH 10901 Clay Pl DERWENT	OH	74107	USA		
HONEYWELL	METERING	METER & REGULATOR HOUSTON, TX 13855 WEST HOUSTON	TX	77041	USA	years ago. Legacy supplier. Level 1 Please complete by Aug 20, 2019. RAS is Aug 30	
BAKERACK	METERING	METER & REGULATOR ANDREWS, SI 219 Safety Av ANDREWS	SC	29510	USA		
TRADE CONSTRUCTION	METERING	METER & REGULATOR ZACHARY, LA 17043 Jour N ZACHARY	LA	70791	USA		
VALTRONICS	METERING	METER & REGULATOR VALTRONICS 43 Rittmore Gl RAVENSWOOD	WV	26164	USA	Meter skids and Tubes - Contact SME prior to purchase. 6" & Less Single-Up to 4" Dual Ori	
SAGEBRUSH PIPELINE EQUIPMENT COMPA METERING		METER & REGULATOR TULSA, OK 8100 New Sa Tulsa	OK	74131	USA		Pickett Measurement owned by Sitrike.
PICKETT MEASUREMENT	METERING	METER & REGULATOR PICKETT MEA 7619 Up River CORPUS CHRISTTX		78409	USA		
NORTHSTAR INDUSTRIES	METERING	METER & REGULATOR NORTHSTAR I 126 Merrimac METHUEN	MA	01844	USA		
BIG ELK ENERGY SYSTEMS, LLC	METERING	METER & REGULATOR TULSA, OK 4140 South G TULSA	OK	74107	USA		For Quality assessment review
ELSTER AMERICAN METER	METERING	METER & REGULATOR HOUSTON, TX 3955 World H HOUSTON	TX	77032	USA		Subcontracts the tube (G West), but furnish tube
EMERSON PROCESS MANAGEMENT	METERING	METER & REGULATOR SKIDS				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
CAMERON SCHLUMBERGER	METERING	METER & REGULATOR SKIDS				valves only approved with management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location **** Actuation approved. Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
PIPELINE EQUIPMENT, INC.	METERING	METER & REGULATOR TULSA, OK 8403 South B TULSA	OK	74131	USA	Requires Level 3 (Full Scope) Inspection	
SAGEBRUSH PIPELINE EQUIPMENT COMPA METERING		METER TUBES TULSA, OK 8100 New Sa Tulsa	OK	74131	USA		
VALTRONICS	METERING	METER TUBES VALTRONICS 43 Rittmore Gl RAVENSWOOD	WV	26164	USA	Meter skids and Tubes - Contact SME prior to purchase. 6" & Less Single-Up to 4" Dual Ori	
HONEYWELL	METERING	METER TUBES HOUSTON, TX 13855 WEST HOUSTON	TX	77041	USA	years ago. Legacy supplier. Level 1 Please complete by Aug 20, 2019. RAS is Aug 30	
BACON SERVICES, INC.	METERING	METER TUBES DERWENT, OH 10901 Clay Pl DERWENT	OH	74107	USA		
CAE ENGINEERING	METERING	METER TUBES PORTSMOUTH 420 West Roa PORTSMOUTH	NH	3801	USA	Contact SME prior to purchase	
ENERGY, LLC	METERING	METER TUBES MILTON, WV 1763 US Rt. 6MILTON	WV	25541	USA		
STAR MEASUREMENT SALES AND SERVICE METERING		METER TUBES SCOTT, LA 406 Sunbeam SCOTT	LA	70583	USA		
PRECISION FLOW INC.	METERING	METER TUBES					Meter tubes includes Orifice Plates, Seal Rings, Replace Parts
ACCURATE MEASUREMENT	METERING	METER TUBES BROUSSARD, 113B Wall Rou BROUSSARD	LA	70518	USA		
TRADE CONSTRUCTION	METERING	METER TUBES ZACHARY, LA 17043 Jour N ZACHARY	LA	70791	USA		
PIPELINE EQUIPMENT, INC.	METERING	METER TUBES TULSA, OK 8403 South B TULSA	OK	74131	USA	Requires Level 3 (Full Scope) Inspection	
EMERSON PROCESS MANAGEMENT	METERING	METER TUBES				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
ELSTER AMERICAN METER	METERING	METER TUBES HOUSTON, TX 3955 World H HOUSTON	TX	77032	USA		Subcontracts the tube (G West), but furnish tube
NORTHSTAR INDUSTRIES	METERING	METER TUBES NORTHSTAR I 126 Merrimac METHUEN	MA	01844	USA		
BIG ELK ENERGY SYSTEMS, LLC	METERING	METER TUBES TULSA, OK 4140 South G TULSA	OK	74107	USA		For Quality assessment review
PICKETT MEASUREMENT	METERING	METER TUBES PICKETT MEA 7619 Up River CORPUS CHRISTTX		78409	USA		Pickett Measurement owned by Sitrike.
PA-FAB INC.	METERING	METERING SKID					
EMERSON PROCESS MANAGEMENT	METERING	ORIFICE METERS				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
THE MEASUREMENT COMPANY, INC. (TMC METERING		ORIFICE METERS HOUSTON, TX 10801 Hamm HOUSTON	TX	77043	USA		
PRECISION FLOW INC.	METERING	ORIFICE METERS					Meter tubes includes Orifice Plates, Seal Rings, Replace Parts
MCADOO FLOW SYSTEMS	METERING	ROTARY METERS CALGARY, Ad Bay 6 6315 4 CALGARY	AB	T2H2H9	Canada		
GE CONSUMER & INDUSTRIAL	METERING	ROTARY METERS					Compressors are manufactured by Baker Hughes, a GE company.
SENSUS METERING SYSTEMS, INC.	METERING	TURBINE METERS DUBOIS, PA 805 Liberty St DUBOIS	PA	15801	USA		
EMERSON PROCESS MANAGEMENT	METERING	ULTRASONIC FLOWMETERS				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
BECK MAHAN, INC.	METERING	ULTRASONIC FLOWMETERS					
KAMSTRUP	METERING	ULTRASONIC FLOWMETERS					
HONEYWELL	METERING	ULTRASONIC FLOWM HOUSTON, TX 13855 WEST HOUSTON	TX	77041	USA	years ago. Legacy supplier. Level 1 Please complete by Aug 20, 2019. RAS is Aug 30	
SENSIA LIMITED	METERING	ULTRASONIC FLOWMETERS					Sensia, was part of Cameron prior, so they are now independent per the attached documents
ELSTER AMERICAN METER	METERING	ULTRASONIC FLOWM HOUSTON, TX 3955 World H HOUSTON	TX	77032	USA		Subcontracts the tube (G West), but furnish tube
SIEMENS ELECTRIC LTD	METERING	ULTRASONIC FLOWMETERS					609-890-5000 Siemens provides Portable Clamp-on Ultrasonic Flowmeters for check
EMERSON PROCESS MANAGEMENT	METERING	ULTRASONIC FLOWMETERS				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
YOKOGAWA	METERING	VORTEX FLOW METER CALGARY, AB Bay 4, 11133 CALGARY	AB	T2C2Z4	Canada		
ENDRESS HAUSER	METERING	VORTEX FLOW METER					is classified as a level switch
ROSEMOUNT INC.	METERING	VORTEX FLOW METER BOULDER, CO 7070 WinchesBOULDER	CO	80301-2506	USA		10241 WEST LITTLE YORK, STE 200, HOUSTON, TX 77040
PALADIN TECHNOLOGIES INC.	OTHER	SECURITY SYSTEMS					
BACON SERVICES, INC.	PACKAGED EQUIPMENT	AIR COMPRESSOR SK DERWENT, OH 10901 Clay Pl DERWENT	OH	74107	USA		
KAESER COMPRESSORS, INC	PACKAGED EQUIPMENT	AIR COMPRESSOR SK FREDERICKSB Kaeser Compr FREDERICKSBURVA		22404	USA		
BISSELL GAS COMPRESSOR	PACKAGED EQUIPMENT	AIR COMPRESSOR SK LAPORTE, TX 2106 S Battle LAPORTE	TX	77571	USA	Service Provider	
WAVE CONTROL SYSTEMS LTD.	PACKAGED EQUIPMENT	CHEMICAL INJECTION EDMONTON, I 9612 - 60th A EDMONTON	AB	T6B0C1	Canada		
XSEING PUMP, INC	PACKAGED EQUIPMENT	CHEMICAL INJECTION WINDSOR, Of 661 Grove Av WINDSOR	ON	N9A6M2	Canada		
ZAZULA PROCESS EQUIPMENT LTD.	PACKAGED EQUIPMENT	CHEMICAL INJECTION CALGARY, AB 4609 Manhas CALGARY	AB	T2G4B9	Canada		
NATIONAL PROCESS EQUIPMENT INC.	PACKAGED EQUIPMENT	CHEMICAL INJECTION COQUITLAM, #128, 9 Burlo COQUITLAM	BC	V3K7B2	Canada	ADDITIONAL SAP WEST 15886	
ZAZULA PROCESS EQUIPMENT LTD	PACKAGED EQUIPMENT	CHEMICAL INJECTION SULLAIR					
ENERFLEX INC	PACKAGED EQUIPMENT	CONDENSATE STABIL CALGARY, Ad Suite 904, 13 CALGARY	AB	T2G0K3	Canada		
ALCO GAS & OIL PRODUCTION EQUIPMEN PACKAGED EQUIPMENT		CONDENSATE STABIL EDMONTON, I 5203 - 75th S EDMONTON	AB	T6E5S5	Canada		
PROPAK SYSTEMS LTD.	PACKAGED EQUIPMENT	CONDENSATE STABIL AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada		
NGC COMPRESSOR	PACKAGED EQUIPMENT	CONDENSATE STABILIZER PROCESS MODULE					
E.T.I.	PACKAGED EQUIPMENT	DEHYDRATION UNITS					
OPTIMIZED PROCESS DESIGNS LLC	PACKAGED EQUIPMENT	DEHYDRATION UNITS KATY, TX 25610 Clay RrKATY	TX	77493	USA		
EASTECH ENGINEERING, LLC	PACKAGED EQUIPMENT	DEHYDRATION UNITS SAPULPA, OK 2110 INDUST SAPULPA	OK	74066	USA	Added as G.F. activity 12-02-19	
GAS TECH ENGINEERING CORPORATION	PACKAGED EQUIPMENT	DEHYDRATION UNITS SAPULPA, OK 2110 Industri SAPULPA	OK	74066	USA	Please contactfor a list of product, please see EASL	
ALCO GAS & OIL PRODUCTION EQUIPMEN PACKAGED EQUIPMENT		DEHYDRATION UNITS EDMONTON, I 5203 - 75th S EDMONTON	AB	T6E5S5	Canada		
ENERFLEX INC	PACKAGED EQUIPMENT	DEHYDRATION UNITS CALGARY, Ad Suite 904, 13 CALGARY	AB	T2G0K3	Canada		
TITAN PRODUCTION EQUIPMENT, LLC	PACKAGED EQUIPMENT	GAS PROCESS SKIDS					281-799-0882 Cell
RUGHTON GAS & OIL EQUIPMENT LTD.	PACKAGED EQUIPMENT	GAS PROCESS SKIDS					Shop fabrication of skid packages, with piping and self-framing buildings.
SIVALLS, INC.	PACKAGED EQUIPMENT	GAS PROCESS SKIDS ODESSA, TX 2200 East Sec ODESSA	TX	79761	USA		
E.T.I.	PACKAGED EQUIPMENT	GAS PROCESS SKIDS					
PA-FAB INC.	PACKAGED EQUIPMENT	GAS PROCESS SKIDS HOUSTON, TX 3955 Jensen EHOUSTON	TX	77026	USA		
GAS TECH ENGINEERING CORPORATION	PACKAGED EQUIPMENT	GAS PROCESS SKIDS SAPULPA, OK 2110 Industri SAPULPA	OK	74066	USA	Please contactfor a list of product, please see EASL	
SOLAR TURBINES (A CATERPILLAR COMP PACKAGED EQUIPMENT		GAS PROCESS SKIDS SAN DIEGO, I 2200 Pacific H SAN DIEGO	CA		USA		
OPTIMIZED PROCESS DESIGNS LLC	PACKAGED EQUIPMENT	GAS PROCESS SKIDS KATY, TX 25610 Clay RrKATY	TX	77493	USA		
ATH HEATECH INC	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA CALGARY, AU 61 Industry WCALGARY	AB	T3G0A2	Canada		
G.C. BROACH COMPANY	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA TULSA, OKLA 7647 East 46t TULSA	OK	74145	USA		
RETRO-TECH HEATERS LTD.	PACKAGED EQUIPMENT	HEAT MEDIUM PACKAGE - HOT OIL SYSTEM					
SPECTRUM PROCESS SYSTEMS	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA ROCKY VIEW, 28517S KLEVERACKVIEW COUNTY		T1X 0K1	Canada	for list of product, please see EASL	
IMPROHEAT TRANTER	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA VANCOUVER, 680 Raymur AVANCOUVER	BC	V6A2N1	Canada		
THERMO DESIGN ENGINEERING LTD.	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA EDMONTON, I 1424 - 70th A EDMONTON	AB	T6P1P5	Canada		
SIGMA THERMAL	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA MARIETTA, Ga 4875 Dawn RdMARIETTA	GA	30066	USA		
WELLONG CANADA CORP.	PACKAGED EQUIPMENT	HEAT MEDIUM PACKA SURREY, B.C. 19367 56th A SURREY	BC	V4N3P2	Canada		
TINSLEY ASSOCIATES ENVIRONMENTAL I PACKAGED EQUIPMENT		INJECTION PACKAGE, COUNTY OF R 20 34462 Rail RED DEER	AB	T0M0H3	Canada	ADDITIONAL SAP EAST 15156	
TSNI AIR INC.	PACKAGED EQUIPMENT	INSTRUMENT AIR COMPRESSOR					
NATIONAL PROCESS EQUIPMENT INC.	PACKAGED EQUIPMENT	INSTRUMENT AIR CO COQUITLAM, #128, 9 Burlo COQUITLAM	BC	V3K7B2	Canada	ADDITIONAL SAP WEST 15886	
ROSEWORTH CANADA	PACKAGED EQUIPMENT	INSTRUMENT AIR CO SURREY, BRIT #101 - 19398SURREY	BC	V3Z2M3	Canada		
CHAMCO INDUSTRIES LTD.	PACKAGED EQUIPMENT	INSTRUMENT AIR CO CALGARY, AB 8900 Venture CALGARY	AB	T3G0A2	Canada		
ATLAS COPCO COMPRESSORS CANADA	PACKAGED EQUIPMENT	INSTRUMENT AIR CO SAINT LAURE 5060 Rue Lee Saint Laurent	QC	H4R 2P1	Canada	Service Provider	
GARDNER DENVER	PACKAGED EQUIPMENT	INSTRUMENT AIR CO HOUSTON, TX 9111 Jacinto HOUSTON	TX	77065	USA		
INGERSOLL-RAND	PACKAGED EQUIPMENT	INSTRUMENT AIR CO DAVIDSON, N 800-E Beaty SDAVIDSON	NC	28036	USA		
BISSELL GAS COMPRESSOR	PACKAGED EQUIPMENT	INSTRUMENT AIR CO LAPORTE, TX 2106 S Battle LAPORTE	TX	77571	USA	Service Provider	
NORTHWEST EQUIPMENT LTD	PACKAGED EQUIPMENT	INSTRUMENT AIR CO AIRDRIE, AB 415 East Lake AIRDRIE	AB	T4A2J7	Canada		
RUGHTON GAS & OIL EQUIPMENT LTD.	PACKAGED EQUIPMENT	LEASE AUTOMATIC CU EDMONTON, I 2231 121 Ave EDMONTON	AB	T6S 1B2	Canada		Fabricating of pressure vessels (separators, separators). Shop fabrication of skid packages, with piping and self-framing buildings.
EMERSON PROCESS MANAGEMENT	PACKAGED EQUIPMENT	LEASE AUTOMATIC CUSTODY TRANSFER, PACKAGE				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
TMEC CORPORATION	PACKAGED EQUIPMENT	MAINTENANCE AND SERVICE					Added as G.F. activity 12-02-19

OPTIMIZED PROCESS DESIGNS LLC	PACKAGED EQUIPMENT	MOLE SIEVE UNIT	KATY, TX	25610 Clay RdKATY	TX	77493	USA	
DXP ENTERPRISES	PACKAGED EQUIPMENT	POTABLE WATER PAC HOUSTON, TE 7272 Pinemon Houston			TX	77040	USA	
CON-CUR WEST	PACKAGED EQUIPMENT	POTABLE WATER PAC COQUITLAM, 71A Clipper S COQUITLAM			BC	V3K6X2	Canada	
CANADIAN WATER TECHNOLOGIES	PACKAGED EQUIPMENT	POTABLE WATER PAC CALGARY, AB 4157- 54 Ave CALGARY			AB	T2C2A2	Canada	
TON FLUID SYSTEMS	PACKAGED EQUIPMENT	POTABLE WATER PAC EDMONTON, I 9436 – 47 Str EDMONTON			AB	T6B2R7	Canada	
SMALLS, INC.	PACKAGED EQUIPMENT	PROCESS SKIDS	ODESSA, TX	2200 East SeODESSA	TX	79761	USA	
GAS TECH ENGINEERING CORPORATION	PACKAGED EQUIPMENT	PROCESS SKIDS	SAPULPA, OK	2110 Industri SAPULPA	OK	74066	USA	Please contactfor a list of product, please see Exhi.
BICON SERVICES, INC.	PACKAGED EQUIPMENT	PROCESS SKIDS	DERWENT, OH	10901 Clay PI DERWENT	OH	74027	USA	
PROPAK SYSTEMS LTD.	PACKAGED EQUIPMENT	PROCESS SKIDS	AIRDRIE, AB	440 East Lake AIRDRIE	AB	T4A2J8	Canada	
ENERFLEX INC	PACKAGED EQUIPMENT	PROCESS SKIDS	CALGARY, AL	Suite 904, 13 CALGARY	AB	T2G0K3	Canada	
MILTON WELDING & MANUFACTURING LTD	PACKAGED EQUIPMENT	PROCESS SKIDS						
OPTIMIZED PROCESS DESIGNS LLC	PACKAGED EQUIPMENT	PROCESS SKIDS	KATY, TX	25610 Clay RdKATY	TX	77493	USA	
SN-FAB INC.	PACKAGED EQUIPMENT	PROCESS SKIDS	HOUSTON, TX	3905 Jensen EHOUSTON	TX	77026	USA	
ENGINEERING TECHNOLOGY, INC. (ETI)	PACKAGED EQUIPMENT	PROCESS SKIDS						
OKOKO INDUSTRIES INC.	PACKAGED EQUIPMENT	PROCESS SKIDS	EDMONTON, I 9105 - 51 AveEDMONTON		AB	T6E6W8	Canada	
DYNAMID PROCESS FABRICATORS	PACKAGED EQUIPMENT	PROCESS SKIDS	EDMONTON, I 9809 16A EastEdmonton		AB	T5J2M1	Canada	
SWITECH ENGINEERING, LLC	PACKAGED EQUIPMENT	PROCESS SKIDS	SAPULPA, OK	2110 INDUST SAPULPA	OK	74066	USA	Added as G.F. activity 12-02-19
ZAZULA PROCESS EQUIPMENT LTD	PACKAGED EQUIPMENT	PROCESS SKIDS	CALGARY, AB	4609 Manhdo CALGARY	AB	T2H0B9	Canada	
ZAZULA PROCESS EQUIPMENT LTD	PACKAGED EQUIPMENT	PROCESS SKIDS	SULLAIR					
ALCO GAS & OIL PRODUCTION EQUIPMEN	PACKAGED EQUIPMENT	SWEETENING UNIT, I	EDMONTON, I 5203 - 75th S EDMONTON		AB	T6E5S5	Canada	
TARPON ENERGY	PACKAGED EQUIPMENT	SWEETENING UNIT, I	CALGARY, AB	7030 – 81 Str Calgary	AB	T3C 5R8	Canada	
PROPAK SYSTEMS LTD.	PACKAGED EQUIPMENT	SWEETENING UNIT, I	AIRDRIE, AB	440 East Lake AIRDRIE	AB	T4A2J8	Canada	
ALCO GAS & OIL PRODUCTION EQUIPMEN	PACKAGED EQUIPMENT	SWEETENING UNIT, I	EDMONTON, I 5203 - 75th S EDMONTON		AB	T6E5S5	Canada	
ENERFLEX INC	PACKAGED EQUIPMENT	SWEETENING UNIT, I	CALGARY, AL	Suite 904, 13 CALGARY	AB	T2G0K3	Canada	
PROPAK SYSTEMS LTD.	PACKAGED EQUIPMENT	TRIETHYLENE GLYCO	AIRDRIE, AB	440 East Lake AIRDRIE	AB	T4A2J8	Canada	
ENTERPRISE STEEL FABRICATION LTD.	PACKAGED EQUIPMENT	TRIETHYLENE GLYCOL DEHYDRATION/ INLET GAS						
THERMO DESIGN ENGINEERING LTD.	PACKAGED EQUIPMENT	TRIETHYLENE GLYCO	EDMONTON, I 4434 - 70th A EDMONTON		AB	T6P1P5	Canada	
FOREMOST UNIVERSAL LP	PACKAGED EQUIPMENT	TRIETHYLENE GLYCO	LLOYDMINSTE 6614 - 50 AveLloydminster		AB	T9V2W8	Canada	
PROPAK SYSTEMS LTD.	PACKAGED EQUIPMENT	TURBO EXPANDER	AIRDRIE, AB	440 East Lake AIRDRIE	AB	T4A2J8	Canada	
ENERFLEX INC	PACKAGED EQUIPMENT	TURBO EXPANDER	CALGARY, AL	Suite 904, 13 CALGARY	AB	T2G0K3	Canada	
THERMO DESIGN ENGINEERING LTD.	PACKAGED EQUIPMENT	TURBO EXPANDER	EDMONTON, I 4434 - 70th A EDMONTON		AB	T6P1P5	Canada	
CRYOSTAR INC	PACKAGED EQUIPMENT	TURBO EXPANDER	HOUSTON, TX	16518 Aldine HOUSTON	TX	77032	USA	ADDITIONAL ORACLE ID 222485
MAG-TRENCH	PACKAGED EQUIPMENT	TURBO EXPANDER						
LA TURBINE	PACKAGED EQUIPMENT	TURBO EXPANDER	VALENCIA, CA	28557 IndustriVALENCIA	CA	91355	USA	
SAGE ENERGY CORP.	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						IS NOW "NEXT COMPRESSION" "https://nextcomp.ca/"
ENERFLEX INC	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						
COMPASS ENERGY SYSTEMS LTD.	PACKAGED EQUIPMENT	VAPOR RECOVERY UN	ROCKY VIEW	265028 Front Rocky View	AB	T1X0V9	Canada	
REDDELL GAS COMPRESSION	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						Service Provider
IMPORTECH ENERGY SERVICES INC	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						
MC PIPER MANUFACTURING	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						
REDDELL GAS COMPRESSION	PACKAGED EQUIPMENT	VAPOR RECOVERY UNIT						This record has been identified as a duplicate record and flagged as removed. Please see surviving record "Maximo Number 49007921
GE WATER & PROCESS TECHNOLOGIES	PACKAGED EQUIPMENT	WATER TREATMENT PACKAGE						
FILTERBOXX WATER & ENVIRONMENTAL C	PACKAGED EQUIPMENT	WATER TREATMENT P	CALGARY, Ad	160, 200 Rive CALGARY	AB	T2C2X5	Canada	
VEOLIA WATER SOLUTIONS & TECHNOLO	PACKAGED EQUIPMENT	WATER TREATMENT P	SAINT-MAURI	L'Aquarâine - SAINT MAURICE		94417	FRANCE	
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	ABRASION COATING	MOBILE, AL	900 Paper Mil Mobile	AL	36610	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	ABRASION COATING	PANAMA CITY	5315 W. 19th Pana-ma City	FL	32401	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	FUSION BOND EPOXY	PANAMA CITY	5315 W. 19th Pana-ma City	FL	32401	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	FUSION BOND EPOXY	MOBILE, AL	900 Paper Mil Mobile	AL	36610	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	INTERNAL COATING /	MOBILE, AL	900 Paper Mil Mobile	AL	36610	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
BERG SPIRAL PIPE CORPORATION	PAINTING, COATING, LINING (PCL)	INTERNAL COATING /	PANAMA CITY	5315 W. 19th Pana-ma City	FL	32401	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
MATCOR INC	PIPE	ANODE FOR CATHODIC PROTECTION						Its for electrical parte-Cathodic protection. Bkl Algonquin Gas Transmission, LLC
UNITED STATES STEEL	PIPE	ERW - MILL RUN	LONE STAR, T	6866 HIGHWYLONE STAR	TX	75668	USA	
EVRAZ INC. NA	PIPE	ERW - MILL RUN	CAMROSE, AB	5302 39 STRECAMROSE	AB	T4V 2N8	Canada	
CORINTH PIPE WORKS S.A.	PIPE	ERW - MILL RUN	THISVI, GREE	VI.PE. Thisvis DOMURENA			GREECE	
AMERICAN STEEL PIPE	PIPE	ERW - MILL RUN	BIRMINGHAM	1501 31st AveBIRMINGHAM	AL	35201	USA	
TAMAKI GROUP	PIPE	ERW - MILL RUN	HICHINBR / BI	5000 N Cousi BLYTHVILLE	AR	72315	USA	
JFE STEEL CORPORATION	PIPE	ERW - MILL RUN	EAST JAPAN 1-1-1,	Ohgishim KANAGAWA		2100868	JAPAN	
EVRAZ REGINA STEEL TUBULAR	PIPE	ERW - MILL RUN	REGINA, SK	100 ARMOUR REGINA	SK	S4P3C7	Canada	
STUFF CORPORATION	PIPE	ERW - MILL RUN	BATON ROUG	12555 Ronald BATON ROUGE	LA	70807	USA	
WELSPUN TUBULAR LLC	PIPE	ERW - MILL RUN	LITTLE ROCK,	9301 Frazier FLittle Rock	AR	72205	USA	
EVRAZ INC. NA	PIPE	ERW >4.5" - DIST	REGINA, SK	100 ARMOUR REGINA	SK	S4P3C7	Canada	
MCCLOSKEITAL ITALIA S.P.A	PIPE	ERW >4.5" - DISTRI	TARANTO, IT	Via Appia km Taranto		74100	ITALY	
AMERICAN STEEL PIPE	PIPE	ERW >4.5" - DISTRI	BIRMINGHAM	1501 31st AveBIRMINGHAM	AL	35201	USA	
SILVERBACK INDUSTRIES LTD.	PIPE	ERW >4.5" - DISTRI	BUTION SUPPLIED					
TEX TUBE COMPANY	PIPE	ERW >4.5" - DISTRI	HOUSTON, TX	6503 North Pchouston	TX	77055	USA	ATCHISON, KS removed until a re-qualification an be completed.
CSI TUBULAR PRODUCTS, INC.	PIPE	ERW >4.5" - DISTRI	FONTANA, CA	4000 San Ber FONTANA	CA	92335	USA	
TAMAKI GROUP	PIPE	ERW >4.5" - DISTRI	HICHINAN / BI	5000 N Cousi BLYTHVILLE	AR	72315	USA	
MANNESMANN LINE PIPE GMBH	PIPE	ERW >4.5" - DISTRI	HAMM, GERM	Kisslinger WegHAMM		59067	GERMANY	
NIPPON STEEL CORPORATION (NSSMC)	PIPE	ERW >4.5" - DISTRI	OITA WORKS	3434 shiroata HIKARI		743-8510	JAPAN	
NIPPON STEEL CORPORATION (NSSMC)	PIPE	ERW >4.5" - DISTRI	NAGOYA WOR	5-3, Tokaimac TOKAI CITY		476-8686	JAPAN	
JFE STEEL CORPORATION	PIPE	ERW >4.5" - DISTRI	EAST JAPAN 1-1-1,	Ohgishim KANAGAWA		2100868	JAPAN	
EVRAZ REGINA STEEL TUBULAR	PIPE	ERW >4.5" - DISTRI	REGINA, SK	100 ARMOUR REGINA	SK	S4P3C7	Canada	
STUFF CORPORATION	PIPE	ERW >4.5" - DISTRI	BATON ROUG	12555 Ronald BATON ROUGE	LA	70807	USA	
WELSPUN TUBULAR LLC	PIPE	ERW >4.5" - DISTRI	LITTLE ROCK,	9301 Frazier FLittle Rock	AR	72205	USA	
UNITED STATES STEEL	PIPE	ERW >4.5" - DISTRI	LONE STAR, T	6866 HIGHWYLONE STAR	TX	75668	USA	
CORINTH PIPE WORKS S.A.	PIPE	ERW >4.5" - DISTRI	THISVI, GREE	VI.PE. Thisvis DOMURENA			GREECE	
CRC EVANS PIPELINE INTERNATIONAL	PIPE	GEOTEXTILE PIPE WE	TULSA, OK	10700 E 3rde TULSA	OK	74116	USA	
PERSEAN INC	PIPE	GEOTEXTILE PIPE WE	HOUSTON, TX	Wilkinsa TownHOUSTON	TX	77056	USA	
KLAIS EDWARDS, INC	PIPE	GEOTEXTILE PIPE WE	TULSA, OK	2565 South 3 TULSA	OK	74107	USA	
AMERICAN PIPE BENDING CO.	PIPE	INDUCTION BENDS	TULSA, OK	3207 Dawson TULSA	OK	74110	USA	
TURNER INDUSTRIES GROUP, LLC	PIPE	INDUCTION BENDS	PORT ALLEN,	1700 West Po PORT ALLEN	LA	70767	USA	
BENDTEC	PIPE	INDUCTION BENDS	DULUTH, MN	366 Garfield ASILUTH	MN	58802	USA	
BENDTECH CANADA LTD.	PIPE	INDUCTION BENDS	CALGARY, AB	5210 54th Av CALGARY	AB	T2C3N8	Canada	
SHAW	PIPE	INDUCTION BENDS	CLEARFIELD,	215 East 760 CLEARFIELD	UT	84015	USA	
SHAW	PIPE	INDUCTION BENDS	WALKER, LA	30103 Sumlan WALKER	LA	70785	USA	
HOUSTON PIPE BENDERS	PIPE	INDUCTION BENDS	HOUSTON, TX	14500 E. HarcHOUSTON	TX	77039	USA	
GENERGY, LLC	PIPE	LAUNCHER / RECEIVE	MILTON, WV	1763 US Rt. 6MILTON	WV	25541	USA	
CHS ENGINEERING	PIPE	LAUNCHER / RECEIVE	PORTSMOUTH,	430 West Roa PORTSMOUTH	NH	3961	USA	Contact KMI prior to purchase
BICON SERVICES, INC.	PIPE	LAUNCHER / RECEIVE	DERWENT, OH	10901 Clay PI DERWENT	OH	74027	USA	
WELDFIT CORPORATION	PIPE	LAUNCHER / RECEIVE	HOUSTON, TX	9132 Souther HOUSTON	TX	77092	USA	
RIG-EVAC ENERGY SYSTEMS, LLC	PIPE	LAUNCHER / RECEIVE	TULSA, OK	4140 South G TULSA	OK	74107	USA	For Quality assessment review
PINELINE EQUIPMENT, INC.	PIPE	LAUNCHER / RECEIVE	TULSA, OK	8403 South E TULSA	OK	74131	USA	Requires Level 3 (Full Scope) Inspection
TRADE CONSTRUCTION	PIPE	LAUNCHER / RECEIVE	ZACHARY, LA	17343 Jror BoZACHARY	LA	70791	USA	
SAGEBRUSH PIPELINE EQUIPMENT COMPA	PIPE	LAUNCHER / RECEIVE	TULSA, OK	8105 New SapTulsa	OK	74131	USA	
CSC OPERATING COMPANY LLC DBA CLOC	PIPE	PIPE REINFORCEMEN	HOUSTON, TX	621 Lockhave HOUSTON	TX	77073	USA	High Capacity Marine Line Spooling Company, LLC Other: CLOCK SPRING/NRI
PIPE 4.5"-NO SPECIFIC MANUFACTURE	PIPE	PIPE 4.5" ANY TYPE						
OCEANEERING INTERNATIONAL INC	PIPE	REPAIR CLAMPS	HOUSTON, TX	16255 Port WHOUSTON	TX	77041	USA	
OIL STATES INDUSTRIES, INC.	PIPE	REPAIR CLAMPS	HOUSTON, TX	6120 East OmHouston	TX	77048	USA	
KLOCO	PIPE	REPAIR CLAMPS	WESTLAND, O	870 Centerbu WESTLAND	OH	44145	USA	
SWTCO MACHINE & WELDING CO. INC.	PIPE	REPAIR SLEEVE FABR	HOUSTON, TX	8910 Marua SHOUSTON	TX	77063	USA	No Website
DRESSER PIPING SPECIALTIES	PIPE	REPAIR SLEEVE FABR	BRADFORD, P	41 Fisher Ave BRADFORD	PA	16701	USA	Parent company - GE Energy, high yield - Buying guide
TEAM INDUSTRIAL SERVICES, INC.	PIPE	REPAIR SLEEVE FABR	ALVIN, TX	8115 Red BluFPASADENA	TX	77056	USA	
TD WILLIAMSON INC	PIPE	REPAIR SLEEVE FABR	TULSA, OK	6801 S. 65th TULSA	OK	74131	USA	Survived Deduplication Activity 12/17/2020
BURUSAN MANNESMANN	PIPE	SAWH - MILL RUN	GEMLIK, TURK	Rio Mahalleki GEMLIK		16605	TURKEY	Turkey and US
CORINTH PIPE WORKS S.A.	PIPE	SAWH - MILL RUN	THISVI, GREE	VI.PE. Thisvis DOMURENA			GREECE	
WELSPUN CORP LTD.	PIPE	SAWH - MILL RUN	ANJAR, INDIA	Survey No. 66 Welspun City	GJ	370110	India	
SINDAL TUBULAR USA, LLC	PIPE	SAWH - MILL RUN	BAY SAINT LO	13060 Sea PlSaint Louis	MS	39520-9089	USA	
EVRAZ REGINA STEEL TUBULAR	PIPE	SAWH - MILL RUN	REGINA, SK	100 ARMOUR REGINA	SK	S4P3C7	Canada	
STUFF CORPORATION	PIPE	SAWH - MILL RUN	BATON ROUG	12555 Ronald BATON ROUGE	LA	70807	USA	
BERG SPIRAL PIPE CORPORATION	PIPE	SAWH - MILL RUN	MOBILE, AL	900 Paper Mil Mobile	AL	36610	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
WELSPUN TUBULAR LLC	PIPE	SAWH - MILL RUN	LITTLE ROCK,	9301 Frazier FLittle Rock	AR	72205	USA	
CORINTH PIPE WORKS S.A.	PIPE	SAWH >4.5" - DISTRI	THISVI, GREE	VI.PE. Thisvis DOMURENA			GREECE	
BURUSAN MANNESMANN	PIPE	SAWH >4.5" - DISTRI	BUTION SUPPLIED					Turkey and US
SINDAL TUBULAR USA, LLC	PIPE	SAWH >4.5" - DISTRI	BAY SAINT LO	13060 Sea PlSaint Louis	MS	39520-9089	USA	
EVRAZ REGINA STEEL TUBULAR	PIPE	SAWH >4.5" - DISTRI	REGINA, SK	100 ARMOUR REGINA	SK	S4P3C7	Canada	
STUFF CORPORATION	PIPE	SAWH >4.5" - DISTRI	BATON ROUG	12555 Ronald BATON ROUGE	LA	70807	USA	
BERG SPIRAL PIPE CORPORATION	PIPE	SAWH >4.5" - DISTRI	MOBILE, AL	900 Paper Mil Mobile	AL	36610	USA	In 1992, EUROPIPE South Alcazar Joint Venture in Spain. The EUROPIPE North American pipe manufacturing operations are represented by BSPC in Panama City, Florida and Berg Spiral Pipe Corp. (BSPM) in Mobile, Alabama.
WELSPUN CORP LTD.	PIPE	SAWH >4.5" - DISTRI	ANJAR, INDIA	Survey No. 66 Welspun City	GJ	370110	India	
WELSPUN TUBULAR LLC	PIPE	SAWH >4.5" - DISTRI	LITTLE ROCK,	9301 Frazier FLittle Rock	AR	72205	USA	
EUROPIPE GMBH	PIPE	SAWL - MILL RUN	MUELHEIM, G	Pilgerstr. 2, M MUELHEIM	DE	45473	GERMANY	
LIBERTY PIPES (HARTLEPOOL) LTD.	PIPE	SAWL - MILL RUN	HARTLEPOOL,	Brenda Rd. HARTLEPOOL		TS229T	UK	
BERG STEEL CORPORATION	PIPE	SAWL - MILL RUN	PANAMA CITY	5316 W. 19th Pana-ma City	FL	32401	USA	
WELSPUN CORP LTD.	PIPE	SAWL - MILL RUN	ANJAR, INDIA	Survey No. 66 Welspun City	GJ	370110	India	
WELSPUN CORP LTD.	PIPE	SAWL - MILL RUN	VADADLA, DI	Village Jolva BDahej	GJ	392130	India	
JFE STEEL CORPORATION	PIPE	SAWL - MILL RUN	WEST JAPAN 1	Kokan-Chu FUKUYAMA CITY		7210910	JAPAN	
NIPPON STEEL CORPORATION (NSSMC)	PIPE	SAWL - MILL RUN	KIMITSU WO 1	Kimitsu, KLMITSU		2991141	JAPAN	
LIBERTY PIPES (HARTLEPOOL) LTD.	PIPE	SAWL >4.5" - DISTRI	HARTLEPOOL,	Brenda Rd. HARTLEPOOL		TS229T	UK	
EUROPIPE GMBH	PIPE	SAWL >4.5" - DISTRI	MUELHEIM, G	Pilgerstr. 2, M MUELHEIM	DE	45473	GERMANY	
JFE STEEL CORPORATION	PIPE	SAWL >4.5" - DISTRI	WEST JAPAN 1	Kokan-Chu FUKUYAMA CITY		7210910	JAPAN	
NIPPON STEEL CORPORATION (NSSMC)	PIPE	SAWL >4.5" - DISTRI	KIMITSU WO 1	Kimitsu, KLMITSU		2991141	JAPAN	
NIPPON STEEL CORPORATION (NSSMC)	PIPE	SAWL >4.5" - DISTRI	KASAIRIA WO 3	Hirari Kishi KASHIMA CITY		1148010	JAPAN	
TENARIS GROUP	PIPE	SAWL >4.5" - DISTRI	CONFAB, SAO	Av. Gastao VILSAO PAULO		12414	Brazil	
DIAMOND COATING, INC.	PIPE	SAWL >4.5" - DISTRI	STEELTON, M	2716 S Front STEELTON	PA	17113	USA	
SILVERBACK INDUSTRIES LTD.	PIPE	SAWL >4.5" - DISTRI	BUTION SUPPLIED					
WELSPUN CORP LTD.	PIPE	SAWL >4.5" - DISTRI	ANJAR, INDIA	Survey No. 66 Welspun City	GJ	370110	India	

WELSPUN CORP LTD.	PIPE	SAWL >4.5"- DISTRIB VADADLA, INI Village Jolva Bilaha)	GJ	392130	India		
BORG STEEL CORPORATION	PIPE	SAWL >4.5"- DISTRIB PANAMA CITY 5318 W. 19th Panama City	FL	32401	USA		
MECSIDAMMITAL ITALIA S.P.A	PIPE	SAWL >4.5"- DISTRIB TARANTO, ITI Via Appia km Taranto		74100	ITALY		
ITK STEEL CORPORATION	PIPE	SMLS - MILL RUN CHITA WORKI 1, Kawasaki (HANDA CITY		4758611	JAPAN		
UNITED STATES STEEL	PIPE	SMLS >4.5" - DISTRI LORAIN: OH 2199 East 28t Lorain	OH	44045	USA		
SS-VERBACK INDUSTRIES LTD.	PIPE	SMLS >4.5" - DISTRIBUTION SUPPLIED					
TAMARIS GROUP	PIPE	SMLS >4.5" - DISTRI AGORRA TUBI 547 WALLACE-MARIE	ON	P6C1L9	Canada		
TAMARIS GROUP	PIPE	SMLS >4.5" - DISTRI NKK TUBES, I-2-1, Jiaogaki KANAGAWA		2100864	JAPAN		
ITK STEEL CORPORATION	PIPE	SMLS >4.5" - DISTRI CHITA WORKI 1, Kawasaki (HANDA CITY		4758611	JAPAN		
VALLOUREC STAR	PIPE	SMLS >4.5" - DISTRI YOUNGSTOWN 3649 Martin L YOUNGSTOWN	OH	44510	USA	Seamless Pipe size 6" to 10"	
UNITED STATES STEEL	PIPE	SMLS >4.5" - DISTRI FAIRFIELD, AL 5705 Valley R FAIRFIELD	AL	35064	USA		
ACTION MANUFACTURING INC.	PIPE	STRAINERS, LESS TH HOUSTON, TX 4626 Airline EHOUSTON	TX	77022	USA		
JOHNSTON PIS CORPORATION	PIPE	STRAINERS, LESS TH WHITE OAK, I 1604 Cherokie WHITE OAK	TX	75693	USA		
MOGT VALVE	PIPE	STRAINERS, LESS TH STAFFORD, TI 13888 Promer STAFFORD	TX	77477	USA		
APOLLO PRODUCTS MFG LLC	PIPE	STRAINERS, LESS THAN 6"					
CARWAY CORP	PIPE	STRAINERS, LESS THAN 6"					
SURE FLOW EQUIPMENT, INC.	PIPE	STRAINERS, LESS THAN 6"				Survived Deduplication Activity 1/7/2021	
MUELLER STEAM SPECIALTIES	PIPE	STRAINERS, LESS TH ST. PAULS, N 1491 NC Hwy ST. PAULS	NC	28384	USA	Parent company - Watts Water Technologies, Inc.	
HAYWARD FLOW CONTROL	PIPE	STRAINERS, LESS TH ELIZABETH, N 900 Fairmont ELIZABETH	NJ	72070	USA		
INDAMCO	PIPE	STRAINERS, LESS TH SAPULPA, OK 2250 Industri SAPULPA	OK	74066	USA		
TEEV TANKS	TANKS AND MIXERS	SHOP FABRICATED AT LANGLEY, BC 22624 FRASE LANGLEY	BC	V2Z1T8	Canada		
MANCHESTER TANK	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE					
DIVALLS, INC.	TANKS AND MIXERS	SHOP FABRICATED AT ODESSA, TX 2200 East SeCODESSA	TX	79761	USA		
CIMARRON TANK INC.	TANKS AND MIXERS	SHOP FABRICATED AT GUYMON, OK 405 South MaGUYMON	OK	73942	USA		
WESTERMAN INC.	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE					
TSN STEEL TANKS	TANKS AND MIXERS	SHOP FABRICATED AT ST. CATHARII 23 SMITH ST ST CATHARINES ON		V2Z1T8	Canada		
NATIONAL PROCESS EQUIPMENT INC.	TANKS AND MIXERS	SHOP FABRICATED AT COQUITLAM, #128, 9 Burb COQUITLAM	BC	V3K7B2	Canada	ADDITIONAL SAP WBST 15886	
BELTON WELDING & MANUFACTURING LTD	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE					
WITCO MACHINE & WELDING CO. INC.	TANKS AND MIXERS	SHOP FABRICATED AT HOUSTON, TX 8923 Marus SHOUSTON	TX	77093	USA	No Website	
ULTRAFAB INDUSTRIES LTD.	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE					
NORTECH WELDING & FABRICATING	TANKS AND MIXERS	SHOP FABRICATED AT DAWSON CRE 9500 - 20th STDAWSON CREEK BC		V1G5A6	Canada	Survived Deduplication Activity 1/13/2021	
WESTERN MANUFACTURING	TANKS AND MIXERS	SHOP FABRICATED AT CORONA, CA 1160 Olympic CORONA	CA	92881	USA		
EDGEMONT UNIVERSAL LP	TANKS AND MIXERS	SHOP FABRICATED AT LLOYDMINSTE 6614 - 50 AveLloydminster	AB	T9V2W8	Canada		
LAMSAR	TANKS AND MIXERS	SHOP FABRICATED AT BEDFORD, IN 905 S Street BEDFORD	IN	47421	USA		
TANKSTORE LTD.	TANKS AND MIXERS	SHOP FABRICATED AT HALIDRM, AB Box 100, HalifHALKIRK	AB	T0C1H0	Canada		
TANCO-A-LOT LTD.	TANKS AND MIXERS	SHOP FABRICATED AT EDMONTON, I 1810 YellowhaEDMONTON	AB	T6S1B4	Canada		
TANKSAFE INC.	TANKS AND MIXERS	SHOP FABRICATED AT RED DEER, AB #41 5k - 2913RED DEER	AB	T4S2A8	Canada		
PROPAK	TANKS AND MIXERS	SHOP FABRICATED AT SHERBROOKE 65 Wilder St. SHERBROOKE	QC	J1M1Z4	Canada		
NORTECH WELDING & FABRICATING	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE				Identified Duplicate Supplier - Status Changed to Removed 1/12/2021 ISM Implemention Surviving ID 49387642	
RMR PROCESS EQUIPMENT INC.	TANKS AND MIXERS	SHOP FABRICATED AT KEMBAN 15, Jalan Dag TAMAN SUNGAI		43300	MALAYSIA	Survived Deduplication Activity 1/13/2021	
HUSKY TANKS	TANKS AND MIXERS	SHOP FABRICATED AT BARTLESVILL 7202 SE Inter BARTLESVILLE	OK	74006	Canada		
EDMONTON PLASTICS LTD.	TANKS AND MIXERS	SHOP FABRICATED AT EDMONTON, I 12948 - 149 EDMONTON	AB	T5L2H8	Canada		
CLERMER	TANKS AND MIXERS	SHOP FABRICATED AT WATERLOO, C 446 Albert St WATERLOO	ON	N2J0A1	Canada		
BIGGO SALES LTD.	TANKS AND MIXERS	SHOP FABRICATED AT CALGARY, ALI #1300, 717 - CALGARY	AB	T2P0Z3	Canada	ISN: 400 -133961	
BAKER TANK COMPANY	TANKS AND MIXERS	SHOP FABRICATED AT ARP, TX 100 Hwy 64 E ARP	TX	75750	USA		
PLATINUM ENERGY SERVICES	TANKS AND MIXERS	SHOP FABRICATED AND STORAGE					
ICL COMPOSITES	TANKS AND MIXERS	TANKS - NON METALI EDMONTON, I 5420 Parsons EDMONTON	AB	T6X1M5	Canada	Inactivated During Deduplication activity. Surviving ID 46002024	
ICL COMPOSITES INC.	TANKS AND MIXERS	TANKS - NON METALI EDMONTON, I 6907 -56th StrEdmonton	AB	T6B2Z6	Canada	Survived Deduplication 12/8/2020	
PMT - VALVOMECCANICA	VALVES	BALL VALVE - 2" AND LARGER				Sent PDQ 10-17 Due 10-31	
FORUM ENERGY TECHNOLOGIES (FRV)	VALVES	BALL VALVE - 2" AND HOUSTON, TX 920 Memorial HOUSTON	TX	77024	USA	Ball valve under 2" S3-CS Series Full Port Models: S3FCSAFSLTT01/S (1/4" DELRIN) S3FCSAFSLTT03/8 (3/8" DELRIN) S3FCSAFSLTT050 (1/2" DELRIN) S3FCSAFSLTT075 (3/4" DELRIN) S3FCSAFSLTT100 (1" DELRIN) S3FCSASGLTT01/S (1/4" DELRIN) S3FCSAFSLTT03/8 (3/8" DELRIN) S3FCSASGLTT050 (1/2" DELRIN) S3FCSASGLTT075 (3/4" DELRIN) S3FCSASGLTT100 (1" DELRIN) S3FCSPSLTT01/S (1/4" PEEK) S3FCSPSLTT03/8 (3/8" PEEK) S3FCSPSLTT050 (1/2" PEEK) S3FCSPSLTT075 (3/4" PEEK) S3FCSPSLTT100 (1" PEEK) S3FCSPGSLTT01/S (1/4" PEEK) S3FCSPGSLTT03/8 (3/8" PEEK) S3FCSPGSLTT050 (1/2" PEEK) S3FCSPGSLTT075 (3/4" PEEK) S3FCSPGSLTT100 (1" PEEK) S3-CS Series Reduced Port Models: S3RCSAFSLTT100 (1" DELRIN) S3RCSASGLTT100 (1" DELRIN) S3RCSPSLTT100 (1" PEEK) S3RCSPGSLTT100 (1" PEEK) S8RCSASGLTT075 (3/4" R-PTFE) S8RCSASGLTT075 (3/4" R-PTFE) S8RCSASGLTT100 (1" R-PTFE) S8RCSASGLTT150 (1-1/2" R-PTFE) S3-GS Series Full Port Models: S3FGSAFSLTT01/S (1/4" DELRIN) S3FGSAFSLTT03/8 (3/8" DELRIN) S3FGSAFSLTT050 (1/2" DELRIN) S3FGSAFSLTT075 (3/4" DELRIN) S3FGSAFSLTT100 (1" DELRIN)
CAMERON SCHLUMBERGER	VALVES	BALL VALVE - 2" AND LARGER				valves only approved with management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location **** Actuation - Contact Quote clarification / Please contact SME Cameron is a subsidiary of Schlumberger	
VALVITALIA	VALVES	BALL VALVE - 2" AND RIVANAZZANI Via Tortona, 6RIVANAZZANO		27055	ITALY	valves are prohibited Swing check valves 2" and larger must be tested in the US Actuation - Contact SME For list of products, please see EASL	
BOEHMER GMbH	VALVES	BALL VALVE - 2" AND LARGER				Verify valves come with Mechanical Limit Stops	
SMA PIPELINE EQUIPMENT	VALVES	BALL VALVE - 2" AND LARGER					
SHARPE VALVES	VALVES	BALL VALVE - LESS THAN 2"				Ball Valves - less than 2" Series 508 Model 50874 (1/2", 3/4", 1") (Full Port) Series 50C7 Models (Full Port): 50C7-4-7-D-T-TE (1/2", 3/4", 1") 50C7-4-7-P-T-TE (1/2", 3/4", 1") 50C7-6-7-D-T-TE (1/2", 3/4", 1") 50C7-6-7-P-T-TE (1/2", 3/4", 1") Series 50F Model 50F747 (1/2", 3/4", 1") (Red. Port) Series 50R Model 50R747 (1/2", 3/4", 1") (Red. Port) Series 8E Model HP89-4-4-6-7-D-V-W-TE/76 (3/4", 1") (R.Fit) FOR SIZES 1/2", 3/4", 1" (Reduced Port) Acceptable pa Series 8R Model HP89-4-4-6-7-D-V-W-TE/76 Ball valve under 2" S3-CS Series Full Port Models: S3FCSAFSLTT01/S (1/4" DELRIN) S3FCSAFSLTT03/8 (3/8" DELRIN) S3FCSAFSLTT050 (1/2" DELRIN) S3FCSAFSLTT075 (3/4" DELRIN) S3FCSAFSLTT100 (1" DELRIN) S3FCSASGLTT01/S (1/4" DELRIN) S3FCSAFSLTT03/8 (3/8" DELRIN) S3FCSASGLTT050 (1/2" DELRIN) S3FCSASGLTT075 (3/4" DELRIN) S3FCSASGLTT100 (1" DELRIN) S3FCSPSLTT01/S (1/4" PEEK) S3FCSPSLTT03/8 (3/8" PEEK) S3FCSPSLTT050 (1/2" PEEK) S3FCSPSLTT075 (3/4" PEEK) S3FCSPSLTT100 (1" PEEK) S3FCSPGSLTT01/S (1/4" PEEK) S3FCSPGSLTT03/8 (3/8" PEEK) S3FCSPGSLTT050 (1/2" PEEK) S3FCSPGSLTT075 (3/4" PEEK) S3FCSPGSLTT100 (1" PEEK) S3-CS Series Reduced Port Models: S3RCSAFSLTT100 (1" DELRIN) S3RCSASGLTT100 (1" DELRIN) S3RCSPSLTT100 (1" PEEK) S3RCSPGSLTT100 (1" PEEK) S8RCSASGLTT075 (3/4" R-PTFE) S8RCSASGLTT075 (3/4" R-PTFE) S8RCSASGLTT100 (1" R-PTFE) S8RCSASGLTT150 (1-1/2" R-PTFE) S3-GS Series Full Port Models: S3FGSAFSLTT01/S (1/4" DELRIN) S3FGSAFSLTT03/8 (3/8" DELRIN) S3FGSAFSLTT050 (1/2" DELRIN)
FORUM ENERGY TECHNOLOGIES (QUADRI VALVES	VALVES	BALL VALVE - LESS THAN 2"					

FLOWSERVE	VALVES	BALL VALVE - LESS THAN 2"					Part number a	*** Plug Valve 2" and Smaller Serck Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marpac Unipac 860 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES2S Models (Reduced Port): E32S-CS-R-R-12-T2-L (1/2", 3/4", 1") E32S-CS-3-R-12-T2-L (1/2", 3/4", 1") Tri-Pac ES2S Models (Full Port): E52S-CS-3-R-12-T2-L (1/2", 3/4", 1")
FORUM ENERGY TECHNOLOGIES (PBV)	VALVES	BALL VALVE - LESS THAN 2"						Ball valve under 2" S3-CS Series Full Port Models: S3FCSAFSLTT025 (1/4" DELRIN) S3FCSAFSLTT038 (3/8" DELRIN) S3FCSAFSLTT050 (1/2" DELRIN) S3FCSAFSLTT075 (3/4" DELRIN) S3FCSAFSLTT100 (1" DELRIN) S3FCSAGSLTT025 (1/4" DELRIN) S3FCSAGSLTT038 (3/8" DELRIN) S3FCSAGSLTT050 (1/2" DELRIN) S3FCSAGSLTT075 (3/4" DELRIN) S3FCSAGSLTT100 (1" DELRIN) S3FCSPSLTT025 (1/4" PEEK) S3FCSPSLTT038 (3/8" PEEK) S3FCSPSLTT050 (1/2" PEEK) S3FCSPSLTT075 (3/4" PEEK) S3FCSPSLTT100 (1" PEEK) S3FCSPSGSLTT025 (1/4" PEEK) S3FCSPSGSLTT038 (3/8" PEEK) S3FCSPSGSLTT050 (1/2" PEEK) S3FCSPSGSLTT075 (3/4" PEEK) S3FCSPSGSLTT100 (1" PEEK) S3-CS Series Reduced Port Models: S3RCSAFSLTT100 (1" DELRIN) S3RCSAGSLTT100 (1" DELRIN) S3RCSPSLTT100 (1" PEEK) S3RCSPGSLTT100 (1" PEEK) S8RCSRGSLTT050 (1/2" R-PTFE) S8RCSRGSLTT075 (3/4" R-PTFE) S8RCSRGSLT100 (1" R-PTFE) S8RCSRGSLTT150 (1-1/2" R-PTFE) S3-SS Series Full Port Models: S3FSSAFSLTT025 (1/4" DELRIN) S3FSSAFSLTT038 (3/8" DELRIN) S3FSSAFSLTT050 (1/2" DELRIN) S3FSSAFSLTT075 (3/4" DELRIN) S3FSSAFSLTT100 (1" DELRIN)
NUTRON VALVE	VALVES	BALL VALVE - LESS THAN 2"						Added per Buying guide
SWAGELOK	VALVES	BALL VALVE - LESS T SOLON, OHIO 31200 Diamor SOLON	OH	44139	Canada		Ball valves less than 2" 1/8" to 2" bolt-thru body design only - AGT ****	
EMERSON PROCESS MANAGEMENT	VALVES	BUTTERFLY VALVE - NON-GAS SERVICE					Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
FLOWSERVE	VALVES	BUTTERFLY VALVE - NON-GAS SERVICE					Part number a	*** Plug Valve 2" and Smaller Serck Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marpac Unipac 860 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES2S Models (Reduced Port): E32S-CS-R-R-12-T2-L (1/2", 3/4", 1") E32S-CS-3-R-12-T2-L (1/2", 3/4", 1") Tri-Pac ES2S Models (Full Port): E52S-CS-3-R-12-T2-L (1/2", 3/4", 1")
SMITH VALVE	VALVES	CHECK VALVE - NOZZ HOUSTON, TX 13750 Hollister HOUSTON	TX	77086	USA		Checks approved for 2" and larger ***	
STREAM - FLO INDUSTRIES, LTD.	VALVES	CHECK VALVE - NOZZ EDMONTON, I 4505 - 74 Ave Edmonton	AB	T6B2H6	Canada		check valves 2" thru 42"Valves to be tested in No-America ** Swing Check - approved	9000001186 Survived Deduplication Activity 1/7/2021
CAMERON SCHLUMBERGER	VALVES	CHECK VALVE - NOZZLE TYPE					valves only approved with risk-management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
MOKVELD, LTD.	VALVES	CHECK VALVE - NOZZ GOUDA, THE Nijverheidstr Gouda	AJ	2802	NL			Please see EASL for product list
TOM WHEATLEY VALVE	VALVES	CHOCK VALVE - PISTON					Specific Part #	*** Swing Check 2" and larger approved up to 48" (US Only) Swing Check 2" and smaller approved 1/2" - 2" (US Only) ***
EMERSON PROCESS MANAGEMENT	VALVES	CONTROL VALVE PACKAGES					Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
METSO	VALVES	CONTROL VALVE PAC SHREWSBURY 44 Bowditch D SHREWSBURY	MA		USA		Control Valve Package approved for Ball 4"-36" and Globe 1/2"-16"	
BIFF - VALVOMECCANICA	VALVES	CONTROL VALVE PACKAGES						Sent PQQ 10-17 Due 10-31
GE CONSUMER & INDUSTRIAL	VALVES	CONTROL VALVE PACKAGES						Compressors are manufactured by Baker Hughes, a GE company.
MOKVELD, LTD.	VALVES	CONTROL VALVE PAC GOUDA, THE Nijverheidstr Gouda	AJ	2802	NL			Please see EASL for product list
ABEL CONTROLS, LLC	VALVES	CONTROL VALVE PACKAGES						
FLOWSERVE	VALVES	CONTROL VALVE PACKAGES					Part number a	*** Plug Valve 2" and Smaller Serck Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marpac Unipac 860 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES2S Models (Reduced Port): E32S-CS-R-R-12-T2-L (1/2", 3/4", 1") E32S-CS-3-R-12-T2-L (1/2", 3/4", 1") Tri-Pac ES2S Models (Full Port): E52S-CS-3-R-12-T2-L (1/2", 3/4", 1")
CRANE COMPANY	VALVES	GATE VALVE - 2" AND STAMFORD, C 100 First Stan STAMFORD	CO	6902	USA			
CAMERON SCHLUMBERGER	VALVES	GATE VALVE - 2" AND LARGER					valves only approved with risk-management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
CRANE COMPANY	VALVES	GATE VALVE - SMALL STAMFORD, C 100 First Stan STAMFORD	CO	6902	USA			
OMB VALVES	VALVES	GATE VALVE - SMALL STAFFORD, T 13800 Promer STAFFORD	TX	77477	USA		Valve Approved 1/2" - 2" ** Globe approved 1/2" - 2"	
OMB VALVES	VALVES	GLOBE VALVE - SMAL STAFFORD, T 13800 Promer STAFFORD	TX	77477	USA		Valve Approved 1/2" - 2" ** Globe approved 1/2" - 2"	
SMITH VALVE	VALVES	GLOBE VALVE - SMAL HOUSTON, TX 13750 Hollister HOUSTON	TX	77086	USA		Checks approved for 2" and larger ***	
CRANE COMPANY	VALVES	GLOBE VALVE - SMAL STAMFORD, C 100 First Stan STAMFORD	CO	6902	USA			
PCI INTERNATIONAL	VALVES	MANIFOLD VALVE HOUSTON, TX 16101 Vallen HOUSTON	TX	77041	USA			

EMERSON PROCESS MANAGEMENT	VALVES	MANIFOLD VALVE						Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
SWAGELOK	VALVES	MANIFOLD VALVE	SOLON, OHIO 31200 Diamor SOLON	OH	44139	Canada		Ball valves less than 2" 1/8" to 2" bolt-thru body design only - AGT ****	
PGI INTERNATIONAL	VALVES	NEEDLE VALVE	HOUSTON, TX 16101 Vetter HOUSTON	TX	77041	USA			
EMERSON PROCESS MANAGEMENT	VALVES	NEEDLE VALVE						Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
MARSH BELLOFRAM	VALVES	NEEDLE VALVE	NEWELL, WV 8019 Ohio Riv NEWELL	WV	26050	USA			
MOHS, INC.	VALVES	NEEDLE VALVE	SPARTANBUR 405 Century SSPARTANBURG	SC	29303	USA			
FLOWSERVE	VALVES	PLUG VALVE - 2" AND LARGER						Part number a	*** Plug Valve 2" and Smaller Swick Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marpac Unipac 880 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES25 Models (Reduced Port): ES25-CS-R-R-12-T2-L (1/2", 3/4", 1") ES25-CS-1-R-12-T2-L (1/2", 3/4", 1") Tri-Pac ES25 Models (Full Port): ES25-CS-1-R-12-T2-L (1/2", 3/4", 1")
NORDSTROM VALVE	VALVES	PLUG VALVE - 2" AND LARGER						Nordstrom Va	Imported from Buying guide
WALVITALIA	VALVES	PLUG VALVE - 2" AND LARGER						Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
FLOWSERVE	VALVES	PLUG VALVE - SMALLER THAN 2"						Part number a	*** Plug Valve 2" and Smaller Swick Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marpac Unipac 880 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Pac ES25 Models (Reduced Port): ES25-CS-R-R-12-T2-L (1/2", 3/4", 1") ES25-CS-1-R-12-T2-L (1/2", 3/4", 1") Tri-Pac ES25 Models (Full Port): ES25-CS-1-R-12-T2-L (1/2", 3/4", 1")
SWAGELOK	VALVES	PLUG VALVE - SMALL	SOLON, OHIO 31200 Diamor SOLON	OH	44139	Canada		Ball valves less than 2" 1/8" to 2" bolt-thru body design only - AGT ****	
GE CONSUMER & INDUSTRIAL	VALVES	REGULATOR VALVE							Compressors are manufactured by Baker Hughes, a GE company.
WELKER INC	VALVES	REGULATOR VALVE	SUGAR LAND, 13829 West B SUGAR LAND	TX	77498	USA		Relief valve is limited to Welker supplier equipment only	
EMERSON PROCESS MANAGEMENT	VALVES	REGULATOR VALVE						Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
CAMERON SCHLUMBERGER	VALVES	REGULATOR VALVE						valves only approved with management approval *** Gate Valve - 2" to 48" approved if produced by Villa Platte location **** Actuation requires Quote Verification / Please contact SME	Cameron is a subsidiary of Schlumberger
GE CONSUMER & INDUSTRIAL	VALVES	RELIEF VALVE							Compressors are manufactured by Baker Hughes, a GE company.
EMERSON PROCESS MANAGEMENT	VALVES	RELIEF VALVE	STAFFORD, TI 2950 Greenbr STAFFORD	TX	77477	USA		Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shaffer Valve Operating Systems Coriolis meters are not used for custody transfer
CAMERON SCHLUMBERGER	VALVES	RELIEF VALVE						valves only approved with management approval *** Gate Valve - 2" to 48" approved if produced by Villa Platte location **** Actuation requires Quote Verification / Please contact SME	Cameron is a subsidiary of Schlumberger
WELKER INC	VALVES	RELIEF VALVE	SUGAR LAND, 13829 West B SUGAR LAND	TX	77498	USA		Relief valve is limited to Welker supplier equipment only	
MERCER VALVE CO., INC.	VALVES	RELIEF VALVE	OKLAHOMA C 9606 NW 4th OKLAHOMA CITYOK		73116	USA		1/4" DAR to 8" DAR	
FLOW SAFE SUPPLY, INC.	VALVES	RELIEF VALVE							
R.G.V. NATIONAL OILWELL VARCO	VALVES	SWING CHECK VALVE - 2" AND LARGER							7909 Parkwood Circle Dr. Houston is a training facility.
STREAM - FLO INDUSTRIES, LTD.	VALVES	SWING CHECK VALVE	EDMONTON, A 4505 - 74 AveEdmonton	AB	T6B2W5	Canada		check valves 2" thru 42"Valves to be tested in No. America ** Swing Check - approved	Survived Deduplication Activity 1/7/2021 9003001186
TOM WHEATLEY VALVE	VALVES	SWING CHECK VALVE - 2" AND LARGER						Specific Part #	*** Swing Check 2" and larger approved up to 48" (US Only) Swing Check 2" and smaller approved 1/2" - 2" (US Only) ***
WALVITALIA	VALVES	SWING CHECK VALVE - 2" AND LARGER						Swing check valves 2" and larger must be tested in the US *** Actuation - Contact SME	For list of products, please see EASL
MONNEY FORGE	VALVES	SWING CHECK VALVE - LESS THAN 2"							
STREAM - FLO INDUSTRIES, LTD.	VALVES	SWING CHECK VALVE	EDMONTON, A 4505 - 74 AveEdmonton	AB	T6B2W5	Canada		check valves 2" thru 42"Valves to be tested in No. America ** Swing Check - approved	Survived Deduplication Activity 1/7/2021 9003001186
R.G.V. NATIONAL OILWELL VARCO	VALVES	SWING CHECK VALVE - LESS THAN 2"							7909 Parkwood Circle Dr. Houston is a training facility.
TOM WHEATLEY VALVE	VALVES	SWING CHECK VALVE - LESS THAN 2"						Specific Part #	*** Swing Check 2" and larger approved up to 48" (US Only) Swing Check 2" and smaller approved 1/2" - 2" (US Only) ***
VALVE MOD BY OEM APPROVED SHOP	VALVES	VALVE MODIFICATIONS							Valve Modifications are only to be completed by a OEM approved Shop. Request certification or verification from the OEM for the specific OEM approved Shop used for the Valve Modification before the PO is processed VALVE MODIFICATIONS ARE DEFINED AS FOLLOWING: -Welding -Grinding -Machining -Tapping - Modifying end configurations of a valve (ie. cutting flanges off to make a weld by weld valve, adding a flange to make a weld x flange valve) -Machining ends to Bevel to Match a different wall thickness -Installing drain valves -If Tapping a new hole to add drain valve
MUELLER ENVIRONMENTAL DESIGNS, INC	VESSELS	BLOWDOWN TANKS/I BROOKSHIRE 4115 5th St. BROOKSHIRE		TX	77423	USA			
RILEY/GSS MANUFACTURING	VESSELS	BLOWDOWN TANKS/I DALLAS, TX. 14451 N. Dall DALLAS		TX	75254	USA			Burgess-Manning Inc.
KANSAS CITY DEASRATOR COMPANY	VESSELS	BOILER FEED WATER OVERLAND PA 6721 West 12 OVERLAND PARKKS			66209	USA			
UNIVERSAL SILENCER INC.	VESSELS	BOILERS - FIRED	STOUGHTON, 1925 US HIGH STOUGHTON	WI	53589	USA			Survived Deduplication Activity 11/12/2020
UNIVERSAL SILENCERS (BABCOCK & WILC VESSELS		BOILERS - FIRED	STOUGHTON, 1925 Hwy 51 STOUGHTON	WI	53589	USA			Surviving ID 40025898
NORTECH BOILER SYSTEMS INC.	VESSELS	BOILERS - FIRED	ABILENE, TX 5025 East BusABILENE	TX	79601	USA			
ONECK POWER EQUIPMENT COMPANY	VESSELS	BOILERS - FIRED	WHEELING, Il 1111 Wilm Av WHEELING	IL	60090	USA			
NEBRASKA BOILERS	VESSELS	BOILERS - FIRED							
VICTORY ENERGY OPERATIONS, LLC	VESSELS	BOILERS - HEAT RECI NORTH COLLI 10701 E. 126tNORTH COLLINSOK			74021	USA			

NEBRASKA BOILERS	VESSELS	BOILERS - HEAT RECOVERY STEAM GENERATOR						
NOOTER - ERICSON	VESSELS	BOILERS - HEAT RECI ST. LOUIS, MI 1509 Overla D.ST. LOUIS		MO	63025	USA		
ALSTOM CANADA INC.	VESSELS	BOILERS - HEAT RECI SAINT-OUEN, 48, rue Albert SAINT-OUEN			93400	FRANCE		
CESCO FABRICATION & ENGINEERING	VESSELS	BULLETS	EDMONTON, I 7310-99 StrwEdmonton	AB	T6E2M1	Canada		
FOREMOST UNIVERSAL LP	VESSELS	BULLETS	LLOYDMINSTR 6614 - 50 AveLloydminster	AB	T9V2W8	Canada		
WESTERN MANUFACTURING	VESSELS	BULLETS	CORONA, CA 1160 Olympic CORONA	CA	92881	USA		
BELTON WELDING & MANUFACTURING LTD VESSELS		BULLETS						
DACRO INDUSTRIES INC.	VESSELS	BULLETS	EDMONTON, I 9325 - 51 AveEDMONTON	AB	T6E4W8	Canada		
PROPAK SYSTEMS LTD.	VESSELS	CRYOGENIC	AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada		
ENERFLEX INC	VESSELS	CRYOGENIC						
THERMO DESIGN ENGINEERING LTD.	VESSELS	CRYOGENIC	EDMONTON, I 1424 - 70th A EDMONTON	AB	T6P1P5	Canada		
RIGHTON GAS & OIL EQUIPMENT LTD.	VESSELS	DEHYDRATOR	EDMONTON, I 2331 121 Ave EDMONTON	AB	T6S 1B2	Canada		Outsourcing of pressure vessels (amperators, separators). Shop fabrication of skid packages, with piping and self-framing buildings.
SPECTRUM PROCESS SYSTEMS	VESSELS	DEHYDRATOR	ROCKY VIEW, 2651 75 KLEYBOCKVIEW COUNB		T1X 0K1	Canada		for list of product, please see EASL
BARNHART'S TECHNICAL SERVICE INC.	VESSELS	DEHYDRATOR						
THERMO DESIGN ENGINEERING LTD.	VESSELS	DEHYDRATOR	EDMONTON, I 1424 - 70th A EDMONTON	AB	T6P1P5	Canada		
TARPON ENERGY	VESSELS	DEHYDRATOR	CALGARY, AB 7630 - 81 StrCalgary	AB	T2C 5W8	Canada		
CAMERON SCHLUMBERGER	VESSELS	DEHYDRATOR					valves only approved with management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location ***** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
ENTERPRISE STEEL FABRICATION LTD.	VESSELS	DEHYDRATOR						
PROPAK SYSTEMS LTD.	VESSELS	DEHYDRATOR	AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada		
ENERFLEX INC	VESSELS	DEHYDRATOR						
OPTIMIZED PROCESS DESIGNS LLC	VESSELS	DEHYDRATOR	KATY, TX 25615 Clay ReKATY	TX	77493	USA		
SPARTAN CONTROLS LTD.	VESSELS	DESUPERHEATERS	CALGARY, ALI 301 - 27 STRCALGARY	AB	T2A7V2	Canada		
CONTROL COMPONENTS INC.	VESSELS	DESUPERHEATERS	PELHAM , ALAI 109 Court Wy PELHAM	AL	35124	USA		
DRESSER MAGNOLIAN	VESSELS	DESUPERHEATERS						
FLOWSERVE	VESSELS	DESUPERHEATERS					Part number #	*** Plug Valve 2" and Smaller Genk Audco brand: 1/2" - 2" Nordstrom valves brand: 1/4" - 2" *** **Less than 2" ball valves*** Marsac Unipac 880 Models (Reduced Port): 00 1/2 CS 880 R--FH-- 00 3/4 CS 880 R--FH-- 01 CS 880 R--FH-- 00 1/2 SS 880 R--FH-- 00 3/4 SS 880 R--FH-- Tri-Par ES25 Models (Reduced Port): ES25-CS-R-R-12-T2-L (1/2", 3/4", 1") ES25-CS-3-R-12-T2-L (1/2", 3/4", 1") Tri-Par ES25 Models (Full Port): ES25-CS-3-R-12-T2-L (1/2", 3/4", 1")
TYCO VALVES & CONTROLS CANADA INC.	VESSELS	DESUPERHEATERS						
TAYLOR FORGE ENGINEERED SYSTEMS, IN VESSELS		GAS SEPARATORS	PAOLA, KANS 208 N. Iron G PAOLA	KS	66071	USA	Grade B - cap Survived Deduplication Activity 3/4/2021	
GASTECH ENGINEERING, LLC	VESSELS	GAS SEPARATORS	SAPULPA, OK 2110 INDUST SAPULPA	OK	74066	USA	Added as G.F. activity 12-02-19	
CLARK-RELIANCE CORP. (ANDERSON SEP VESSELS		GAS SEPARATORS					Filter & CoolerFilter & Coalescing Filter Separators – Anderson	
GSS CORP	VESSELS	GAS SEPARATORS	MISSISSAUGA 6115 Shawsco Mississauga	ON	L5T1X4	Canada		
IN-FAB INC.	VESSELS	GAS SEPARATORS	HOUSTON, TX 3905 Jensen CHOUSTON	TX	77026	USA		
RIGHTON FZE CORPORATION	VESSELS	GAS SEPARATORS	WHITE OAK, I 1604 Cherokie WHITE OAK	TX	75693	USA		
GAS TECH ENGINEERING CORPORATION	VESSELS	GAS SEPARATORS	SAPULPA, OK 2110 Industri SAPULPA	OK	74066	USA	Please contactfor a list of product, please see EASL	
PECO	VESSELS	GAS SEPARATORS	MINERAL WEI 118 Washingt MINERALS WELL TX		76068	USA	Inspection Contact SME prior to purchase Closures - Quick Opening (Non-Threaded) - For use on PECO	
RIGHTON GAS & OIL EQUIPMENT LTD.	VESSELS	GAS SEPARATORS						Outsourcing of pressure vessels (amperators, separators). Shop fabrication of skid packages, with piping and self-framing buildings.
B & N MANUFACTURING	VESSELS	GAS SEPARATORS	CYPRESS, TX 21231 FM 526CYPRESS	TX	77433	USA		
John ZINK COMPANY, LLC	VESSELS	GENERAL PRESSURE	TULSA, OK 11920 East AjTULSA	OK	74116	USA		
CESCO FABRICATION & ENGINEERING	VESSELS	GENERAL PRESSURE	EDMONTON, I 7310-99 StrwEdmonton	AB	T6E2M1	Canada		
BELTON WELDING & MANUFACTURING LTD VESSELS		GENERAL PRESSURE VESSELS						
PIRAMID PROCESS FABRICATORS	VESSELS	GENERAL PRESSURE	EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada		
TUNDRA PROCESS SOLUTIONS LTD	VESSELS	GENERAL PRESSURE	CALGARY, ALI 3200 - 118th CALGARY	AB	T2Z3X1	Canada		
CAMERON SCHLUMBERGER	VESSELS	GENERAL PRESSURE VESSELS					valves only approved with management approval Gate Valve - 2" to 48" approved if produced by Villa Platte location ***** Actuation requires Quote clarification / Please contact SME	Cameron is a subsidiary of Schlumberger
PEERLESS MANUFACTURING	VESSELS	GENERAL PRESSURE	DALLAS, TX. 14651 N. Dall DALLAS	TX	75254	USA		Burgess-Manning Inc.
R. G. FOX LTD.	VESSELS	GENERAL PRESSURE	NIAGARA FAL 9127 Montros NIAGARA FALLS ON		L2E7J9	Canada		
JANSEN & D'AMICO	VESSELS	GENERAL PRESSURE VESSELS						
BRAESIDE FABRICATORS	VESSELS	GENERAL PRESSURE VESSELS						
TORNADO TECHNOLOGIES INC	VESSELS	GENERAL PRESSURE	HILLSBORO, I 7325 NE Intstr HILLSBORO	OR	97124	USA		SAP WEST ADDITIONAL ERP 22119
WESTERN MANUFACTURING	VESSELS	GENERAL PRESSURE	CORONA, CA 1160 Olympic CORONA	CA	92881	USA		
FOREMOST UNIVERSAL LP	VESSELS	GENERAL PRESSURE	LLOYDMINSTR 6614 - 50 AveLloydminster	AB	T9V2W8	Canada		
KOOTENAY INDUSTRIES	VESSELS	GENERAL PRESSURE	CALGARY, ALI 5914 - 86th A CALGARY	AB	T2C4L7	Canada		
KOCH GLITSCH	VESSELS	GENERAL PRESSURE VESSELS						
MAINDVER CANADA CORP	VESSELS	GENERAL PRESSURE VESSELS						
AGUILAR Y SALAS, S.A.	VESSELS	GENERAL PRESSURE	BARCELONA, Pol. Industrial BARCELONA		8520	SPAIN		
ATLAS COPCO COMPRESSORS CANADA	VESSELS	GENERAL PRESSURE	SAINT LAURE 3260 Rue Lev Saint Laurent	QC	H4R 2P1	Canada		
IDEAL WELDERS	VESSELS	GENERAL PRESSURE	DELTA, BC 660 Cottrell S DELTA	BC	V3M5S2	Canada		See EASL listing for product listing
DACRO INDUSTRIES INC.	VESSELS	GENERAL PRESSURE	EDMONTON, I 9325 - 51 AveEDMONTON	AB	T6E4W8	Canada		
MONARCH SEPARATORS	VESSELS	GENERAL PRESSURE	HOUSTON, TX 5410 Trabiga HOUSTON	TX	77045	USA		
AXTON INC	VESSELS	GENERAL PRESSURE	DELTA, BC 841 Derwent DELTA	BC	V3M5Y9	Canada		
ENERFLEX INC	VESSELS	GENERAL PRESSURE VESSELS						
FAIR CANADA ENGINEERING LTD.	VESSELS	GENERAL PRESSURE	CALGARY, AB 138 West Gric CALGARY	AB	T3H1V3	Canada		
ENTERPRISE STEEL FABRICATION LTD.	VESSELS	GENERAL PRESSURE VESSELS						
SHERMAN MOUNTAIN MFG LTD	VESSELS	GENERAL PRESSURE	MAPLE RIDGE 15588 Kingsto MAPLE RIDGE	BC	V2X0G8	Canada		
SPECTRUM PROCESS SYSTEMS	VESSELS	GENERAL PRESSURE	ROCKY VIEW, 2651 75 KLEYBOCKVIEW COUNB		T1X 0K1	Canada		for list of product, please see EASL
MOORE WELDING ENTERPRISES LTD.	VESSELS	GENERAL PRESSURE	OAKVILLE, ON 1590 AdvancedOAKVILLE	ON	L6L6L6	Canada		
WINSTON FZE CORPORATION	VESSELS	GENERAL PRESSURE	WHITE OAK, I 1604 Cherokie WHITE OAK	TX	75693	USA		
RIGHTON GAS & OIL EQUIPMENT LTD.	VESSELS	GENERAL PRESSURE	EDMONTON, I 2331 121 Ave EDMONTON	AB	T6S 1B2	Canada		Outsourcing of pressure vessels (amperators, separators). Shop fabrication of skid packages, with piping and self-framing buildings.
TITAN PRODUCTION EQUIPMENT, LLC	VESSELS	GENERAL PRESSURE VESSELS						Inter Materials Business Development Director 281.799-0882 Cell
THE JOS. HONKROST CO.	VESSELS	GENERAL PRESSURE VESSELS						This is a request to add The Jos. Honkorst Co. to the GTM AML under Pressure Vessels.They are a legacy supplier for GTM and are in US SAP 9000000210. Leslie Ward in Integrity is the requester and will have more information.
GSS CORP	VESSELS	INLET SEPARATOR	MISSISSAUGA 6115 Shawsco Mississauga	ON	L5T1X4	Canada		
CHAMPION PROCESS INC	VESSELS	INLET SEPARATOR	AUSTIN, TEXA 1211 Technolo Austin	TX		USA		Used by Mr. Belviev, list provided by JR
PROPAK SYSTEMS LTD.	VESSELS	INLET SEPARATOR	AIRDRIE, AB 440 East Lake AIRDRIE	AB	T4A2J8	Canada		
ENERFLEX INC	VESSELS	INLET SEPARATOR						
THERMO DESIGN ENGINEERING LTD.	VESSELS	INLET SEPARATOR	EDMONTON, I 1424 - 70th A EDMONTON	AB	T6P1P5	Canada		
PROPAK SYSTEMS LTD.	VESSELS	INLINE HEAT/SEPARA AIRDRIE, AB 440 East Lake AIRDRIE		AB	T4A2J8	Canada		
ENERFLEX INC	VESSELS	INLINE HEAT/SEPARATOR VESSEL						
CESCO FABRICATION & ENGINEERING	VESSELS	LARGE	EDMONTON, I 7310-99 StrwEdmonton	AB	T6E2M1	Canada		
KMP PROCESS EQUIPMENT INC.	VESSELS	LARGE	SERI KEMBA 15, Jalan Ong TAMAN SUNGAI		43000	MALAYSIA	Survived Deduplication Activity 1/13/2021	
KMP PROCESS EQUIPMENT INC.	VESSELS	LARGE					Surviving SME#267989	
DACRO INDUSTRIES INC.	VESSELS	LARGE	EDMONTON, I 9325 - 51 AveEDMONTON	AB	T6E4W8	Canada		
FOREMOST UNIVERSAL LP	VESSELS	LARGE	LLOYDMINSTR 6614 - 50 AveLloydminster	AB	T9V2W8	Canada		
BELTON WELDING & MANUFACTURING LTD VESSELS		LINE HEATERS						
RIMM'S PRODUCTION EQUIPMENT LTD.	VESSELS	LINE HEATERS						Added as G.F. activity 12-02-19
RETRO-TECH HEATERS LTD.	VESSELS	LINE HEATERS						
DCL COMPOSITES INC.	VESSELS	NON-METALLIC	EDMONTON, I 6907-36th StrEdmonton	AB	T6B2J6	Canada		Survived Deduplication 11/9/2020
EDMONTON PLASTICS LTD.	VESSELS	NON-METALLIC	EDMONTON, I 12968 - 149 IEDMONTON	AB	T5L2H8	Canada		
DCL COMPOSITES	VESSELS	NON-METALLIC	EDMONTON, I 1420 Parsons EDMONTON	AB	T6X1M5	Canada		Inactivated During Deduplication activity. Surviving ID 40002024
TITAN PRODUCTION EQUIPMENT, LLC	VESSELS	PRESSURE VESSELS - FILTERS						Inter Materials Business Development Director 281.799-0882 Cell
PECO	VESSELS	PRESSURE VESSELS - FILTERS	MINERAL WEI 118 Washingt MINERALS WELL TX		76068	USA	Inspection Contact SME prior to purchase Closures - Quick Opening (Non-Threaded) - For use on PECO	
PARKER HANNIFIN CORPORATION 2021	VESSELS	PRESSURE VESSELS - FILTERS						Current supplier is Parker Hannin Corporation PARKER HANNIFIN FILTRATION Please see attached TS-149 form and email from SME David Bounds for BALL VALVE - LESS THAN 2"
CHAMPION PROCESS INC	VESSELS	PRESSURE VESSELS - AUSTIN, TEXA 1211 Technolo Austin		TX		USA		Used by Mr. Belviev, list provided by JR
CLARK-RELIANCE CORP. (ANDERSON SEP VESSELS		PRESSURE VESSELS - FILTERS						Filter & CoolerFilter & Coalescing Filter Separators – Anderson
APOLLO PRODUCTS MFG LLC	VESSELS	PRESSURE VESSELS - FILTERS						
ROBELL CANADA INC.	VESSELS	PRESSURE VESSELS - CALGARY, ALI 2929 - 10th SCALGARY		AB	T2E7L8	Canada	700682 SAP WEST MNF RECORD ID	

BERLUSS MANUFACTURING	VESSELS	PRESSURE VESSELS DALLAS, TX. 14651 N. Dall DALLAS	TX	75254	USA		Burgess-Manning Inc.
PG FILTERS	VESSELS	PRESSURE VESSELS EDMONTON, I 9221 25 Aven EDMONTON	AB	T6N0A5	Canada		
FLUID CLARIFICATIONS	VESSELS	PRESSURE VESSELS CALGARY, AB 121, 3953 - 1 CALGARY	AB	T2C0J4	Canada		
BECON SERVICES, INC.	VESSELS	PULSATION BOTTLES DERWENT, OI 10901 Clay Pl DERWENT	OH	74157	USA		
TAYLOR FORGE ENGINEERED SYSTEMS, IN VESSELS		PULSATION BOTTLES PAOLA, KANS 208 N. Iron S PAOLA	KS	66071	USA	Grade B - cap Survived Deduplication Activity 1/4/2021	
PYRAMID PROCESS FABRICATORS	VESSELS	STAINLESS STEEL AN EDMONTON, I HWY 16A EastEdmonton	AB	T5J2M1	Canada		
HILLOWAY AMERICA	VESSELS	STAINLESS STEEL AN SPRINGFIELD 720 N. Cassvi SPRINGFIELD	MO	65802	USA		
TSM TECH CO LTD.	VESSELS	STAINLESS STEEL AN ULSAN, KORE 93, Cheoyong CHEOYONGSANEOP		44988	KOREA		
BBC STAINLESS	VESSELS	STAINLESS STEEL AND ALLOY					
KOCH HEAT TRANSFER	VESSELS	TOWER INTERNALS TORONTO, OT 4750 Sheppar TORONTO	ON	M1S3V7	Canada		
KINELL CANADA INC.	VESSELS	TOWER INTERNALS CALGARY, ALI 2929 - 15th S CALGARY	AB	T2E7L8	Canada		700682 SAP WEST MNF RECORD ID
SULZER CHEMTECH	VESSELS	TOWER INTERNALS WINTERTHUR Sulzer Ltd. Rei WINTERTHUR		8401	SWITZERLAND		
SOLAR TURBINES (A CATERPILLAR COMPANY)		1S6644-2					
GENERAL MONITORS		80140-2					Although. Fire detector is Level 2 (I am not sure if these are same) Manufacturer "General Monitors" is in EASL with number 40007907. We have to add these Flame Detectors under General Monitors by 9/1/2019
SPARTAN CONTROLS LTD.		CONTROLWAVE					
RMB, INC		DIGITAL OUTPUT MODULE					No facility information available
EMERSON PROCESS MANAGEMENT		MODKIT MASTER ASSEMBLY				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shafer Valve Operating Systems Corlolis meters are not used for custody transfer
EMERSON PROCESS MANAGEMENT		MODKIT MASTER ASSEMBLY				Control Valve Packages: Approved for ball 4"-24", Globe 1"-12"	Emerson Automation Solutions. Shafer Valve Operating Systems Corlolis meters are not used for custody transfer
MSSA		POLARIZATION CELL REPLACEMENT					
MARKEY BRIDGES INC		PRECAST CONCRETE PLATFORMS					Manufactures Precast Concrete Platforms
RMB, INC		RELAY					No facility information available
BRUEST CATALYTIC HEATERS CO		THERMOCOUPLE ASSY BRUEST CAT# 713 N 20th St Independence	KS	67301	USA		BRUEST CATALYTIC HEATERS, SAP VB vendor number 700000172 EASL Supplier Number: 40013314
COOK COMPRESSION		VALVE REPAIRS					
VECSYS A LINDSAY COMPANY		WATCHDOG TRACKER ®					

SSC DOC EXP

From: Stephen Rapp
Sent: Monday, July 19, 2021 12:58 PM
To: SSC DOC EXP
Cc: vendor.inspection; CHERAE STEPHENS; Debbie Honish; Ronald Spencer
Subject: RE: PO 3100062681 Line 10 - MTR Approval (Edgen 2422130)

MTR review has been completed.

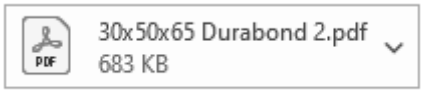
This pipe is suitable for service in USA only.

Steve

From: SSC DOC EXP <SSCDocExp@Enbridge.com>
Sent: Monday, July 19, 2021 9:19 AM
To: Stephen Rapp <Stephen.Rapp@enbridge.com>
Cc: vendor.inspection <vendor.inspection@enbridge.com>; CHERAE STEPHENS <CHERAE.STEPHENS@enbridge.com>; Debbie Honish <Debbie.Honish@enbridge.com>; Ronald Spencer <Ronald.Spencer@enbridge.com>
Subject: FW: PO 3100062681 Line 10 - MTR Approval (Edgen 2422130)
Importance: High

Good Morning, Stephen

Please review the attached MTR and advise if approved.



Please ensure that the Enbridge Purchase Order Number is always included in the email subject line. Any emails that arrive with unrecognizable information in the subject line will be forwarded on as a Phishing Email, attachments will not be opened, and the email will not be recovered.

Thank you,

Tara Nunes
Expeditor
SCM Supply Service Delivery Assurance (Edmonton)

ENBRIDGE
TEL: 780-508-8014 | FAX: 780-392-4066 | tara.nunes@enbridge.com
10175 101 St NW, Edmonton, Alberta T5J 0H3 Canada

enbridge.com
Safety. Integrity. Respect. Inclusion.

From: Margaret Duta <Margaret.Duta@edgenmurray.com>
Sent: Monday, July 19, 2021 7:52 AM
To: SSC DOC EXP <SSCDocExp@Enbridge.com>
Cc: Debbie Honish <Debbie.Honish@enbridge.com>; Robert Coyle <bobby.coyle@edgenmurray.com>

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer

Customer Purchase Order
S13-81528

Dura-Bond Pipe Job No.
18-74-845-CP8

Certification Date
October 05, 2018

Product Description
30" x 0.500" X65M

Specification
API 5L 45th Ed. 07/01/13 PSL 2

MFG. Process: Double Submerged Arc Welded - Type SAWL
Cold Expanded - No Heat Treatment of Pipe Body or Weld Seam.
Steel Plate Manufacturer: ArcelorMittal Burns Harbor, IN
Steel Melt and Slab Cast: ArcelorMittal Burns Harbor, IN

Chemistry Weight %	C	Mn	P	S	Si	Cu	Ni	Cr	Mo	V	Al	Nb	Ti	Ca	N	Sn	B	V+Nb+Ti 0.15%	CE Max. 0.43 IIW	CE Max. 0.21 Pcm
Heat Analysis	0.08	1.48	0.010	0.003	0.28	0.03	0.01	0.03	0.006	0.066	0.034	0.029	0.014	0.0029	0.007	0.002	0.0002	0.11	0.35	0.17
Product No.1	0.07	1.53	0.009	0.002	0.28	0.02	0.01	0.03	0.006	0.070	0.037	0.031	0.015	0.0028	0.007	0.002	0.0002	0.12	0.35	0.17
Product No.2	0.08	1.53	0.009	0.002	0.28	0.02	0.01	0.03	0.006	0.069	0.039	0.031	0.016	0.0027	0.007	0.003	0.0003	0.12	0.36	0.18

Heat Code 3671 Heat Number 802C36290 Plates Received 38
Pipe Number C1622

Mechanical Tests	Yield	Tensile	Y/T Ratio	Elongation %	Tension Test Method
Spec. Min (psi)	65300	77600	0.93 Max.	24 Min.	
Spec. Max. (psi)	87000	110200	---	---	
Pipe Body T180 (psi)	72500	86500	0.84	34.4	0.5% E.U.L. 2" Gage 1½" Width

Element Ratios	Al:N	Ti:N
Heat Analysis	4.9	2.0
Product No.1	5.3	2.1
Product No.2	5.6	2.3

Weld Heat Test (psi) --- 89900 Pipe No. C1622

Body Charpy Results Ft-Lbs Min. Avg./Min. Indiv.	23/17	@+20°F Orientation/Location	30/23 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement 3/4 Specimen Size
Energy No.1	120	T90	Transverse
Energy No.2	134	T90	Transverse
Energy No.3	114	T90	Transverse
Avg. Energy	123		

Body Charpy Shear	% Shear
Sample Min.	75
Min. Heat Avg	85
Sample No. 1	100
Sample No. 2	100
Sample No. 3	100
Avg. % Shear	100

All pipes shipped on this order passed NDT requirements
FINAL NDT INSPECTION PER API 5L:
Ultrasonic Test of Weld Seam:
Ref. Standard: 1/16" Drilled Holes and N5 Notches
2" Long 1/8" Centerline End Hole
Radiographic Inspection of Weld:
Penetrameter: #12 ISO Wire
X-ray Ends 8" Min. with 2" Clear

Guided Bend Test Passed in accordance with specification.
Guided Bend Test Conducted on Pipe No. C1622

Hydrostatic Pressure Test
Tested Pressure Min. 2180 psi 100% SMYS for a Duration of 10 Seconds Minimum
Min. Specified Pressure 1960 psi 90% SMYS for a Duration of 10 Seconds Minimum

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s).

Material was melted and manufactured in the U.S.A

Approved By: Mark J. Anderson

Date: October 05, 2018

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer	Customer Purchase Order	Dura-Bond Pipe Job No.	Certification Date
	S13-81528	18-74-845-CP8	October 05, 2018

Product Description	Specification
30" x 0.500" X65M	API 5L 45th Ed. 07/01/13 PSL 2

Heat Number	802C36290
Heat Code	3671
Pipe Number	C1622

Weld Charpy V Notch Test Results

Center Line	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation	3/4 Specimen Size
Energy No.1	82	Transverse	
Energy No.2	73	Transverse	
Energy No.3	67	Transverse	
Avg. Energy	74		

Heat Affected Zone	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation/Location	3/4 Specimen Size
Energy No.1	158	Transverse @ FL +2mm	
Energy No.2	173	Transverse @ FL +2mm	
Energy No.3	156	Transverse @ FL +2mm	
Avg. Energy	162		

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s). Material was melted and manufactured in the U.S.A

Approved By:	Date:
Mark J. Anderson	October 05, 2018

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer	Customer Purchase Order	Dura-Bond Pipe Job No.	Certification Date
	S13-81528	18-74-845-CP8	October 05, 2018

Product Description	Specification
30" x 0.500" X65M	API 5L 45th Ed. 07/01/13 PSL 2

MFG. Process: Double Submerged Arc Welded - Type SAWL
Cold Expanded - No Heat Treatment of Pipe Body or Weld Seam.
Steel Plate Manufacturer: ArcelorMittal Burns Harbor, IN
Steel Melt and Slab Cast: ArcelorMittal Burns Harbor, IN

Chemistry Weight %	C	Mn	P	S	Si	Cu	Ni	Cr	Mo	V	Al	Nb	Ti	Ca	N	Sn	B	V+Nb+Ti 0.15%	CE Max. IIW	CE Max. Pcm
Heat Analysis	0.08	1.46	0.009	0.002	0.27	0.03	0.01	0.03	0.009	0.074	0.034	0.029	0.016	0.0036	0.005	0.005	0.0002	0.12	0.35	0.17
Product No.1	0.07	1.50	0.008	0.002	0.27	0.02	0.01	0.03	0.010	0.074	0.034	0.029	0.016	0.0026	0.006	0.005	0.0002	0.12	0.35	0.17
Product No.2	0.08	1.50	0.008	0.002	0.27	0.02	0.01	0.03	0.010	0.074	0.033	0.029	0.016	0.0027	0.006	0.005	0.0002	0.12	0.36	0.18

Heat Code	3672	Heat Number	802C36300	Plates Received	45
Pipe Number	B1612				

Mechanical Tests	Yield	Tensile	Y/T Ratio	Elongation %	Tension Test Method
Spec. Min (psi)	65300	77600	0.93 Max.	24 Min.	
Spec. Max. (psi)	87000	110200	---	---	
Pipe Body T180 (psi)	73400	88900	0.83	34.4	0.5% E.U.L. 2" Gage 1½" Width

Element Ratios	Al:N	Ti:N
Heat Analysis	6.8	3.2
Product No.1	5.7	2.7
Product No.2	5.5	2.7

Weld Heat Test (psi) --- 93000 Pipe No. B1612

Body Charpy Results Ft-Lbs		@+20°F	30/23 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	23/17	Orientation/Location	3/4 Specimen Size
Energy No.1	126	T90	Transverse
Energy No.2	132	T90	Transverse
Energy No.3	121	T90	Transverse
Avg. Energy	126		

Body Charpy Shear	% Shear
Sample Min.	75
Min. Heat Avg	85
Sample No. 1	100
Sample No. 2	100
Sample No. 3	100
Avg. % Shear	100

All pipes shipped on this order passed NDT requirements
FINAL NDT INSPECTION PER API 5L:
Ultrasonic Test of Weld Seam:
Ref. Standard: 1/16" Drilled Holes and N5 Notches
2" Long 1/8" Centerline End Hole
Radiographic Inspection of Weld:
Penetrameter: #12 ISO Wire
X-ray Ends 8" Min. with 2" Clear
100% SMYS for a Duration of 10 Seconds Minimum
90% SMYS for a Duration of 10 Seconds Minimum

Guided Bend Test Passed in accordance with specification.
Guided Bend Test Conducted on Pipe No. B1612

Hydrostatic Pressure Test	
Tested Pressure Min.	2180 psi
Min. Specified Pressure	1960 psi

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s). Material was melted and manufactured in the U.S.A

Approved By: Mark J. Anderson — Date: October 05, 2018

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer	Customer Purchase Order	Dura-Bond Pipe Job No.	Certification Date
	S13-81528	18-74-845-CP8	October 05, 2018

Product Description	Specification
30" x 0.500" X65M	API 5L 45th Ed. 07/01/13 PSL 2

Heat Number	802C36300
Heat Code	3672
Pipe Number	B1612

Weld Charpy V Notch Test Results

Center Line	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation	3/4 Specimen Size
Energy No.1	57	Transverse	
Energy No.2	65	Transverse	
Energy No.3	50	Transverse	
Avg. Energy	57		

Heat Affected Zone	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation/Location	3/4 Specimen Size
Energy No.1	151	Transverse @ FL +2mm	
Energy No.2	149	Transverse @ FL +2mm	
Energy No.3	148	Transverse @ FL +2mm	
Avg. Energy	149		

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s). Material was melted and manufactured in the U.S.A

Approved By: Mark J. Anderson	Date: October 05, 2018

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer Purchase Order
S13-81528

Dura-Bond Pipe Job No.
18-74-845-CP8

Certification Date
October 05, 2018

Product Description
30" x 0.500" X65M

Specification
API 5L 45th Ed. 07/01/13 PSL 2

MFG. Process: Double Submerged Arc Welded - Type SAWL
Cold Expanded - No Heat Treatment of Pipe Body or Weld Seam.
Steel Plate Manufacturer: ArcelorMittal Burns Harbor, IN
Steel Melt and Slab Cast: ArcelorMittal Burns Harbor, IN

Chemistry Weight %	C	Mn	P	S	Si	Cu	Ni	Cr	Mo	V	Al	Nb	Ti	Ca	N	Sn	B	V+Nb+Ti	CE Max. IIW	CE Max. Pcm
Heat Analysis	0.08	1.45	0.008	0.004	0.28	0.02	0.01	0.02	0.006	0.066	0.025	0.025	0.014	0.0028	0.006	0.004	0.0002	0.11	0.34	0.17
Product No.1	0.08	1.46	0.007	0.003	0.29	0.02	0.01	0.02	0.007	0.070	0.027	0.027	0.016	0.0031	0.004	0.004	0.0002	0.11	0.34	0.17
Product No.2	0.08	1.47	0.007	0.003	0.29	0.02	0.01	0.02	0.007	0.070	0.027	0.027	0.016	0.0032	0.004	0.004	0.0002	0.11	0.35	0.17

Heat Code	3670	Heat Number	802C36280		Plates Received	49
Pipe Number	A1618					

Mechanical Tests	Yield	Tensile	Y/T Ratio	Elongation %	Tension Test Method
Spec. Min (psi)	65300	77600	0.93 Max.	24 Min.	
Spec. Max. (psi)	87000	110200			
Pipe Body T180 (psi)	71000	85100	0.83	32.8	0.5% E.U.L. 2" Gage 1½" Width

Element Ratios	Al:N	Ti:N
Heat Analysis	4.2	2.3
Product No.1	6.8	4.0
Product No.2	6.8	4.0

Weld Heat Test (psi) ——— 89200 Pipe No. A1618

Body Charpy Results Ft-Lbs		@+20°F	30/23 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	23/17	Orientation/Location	3/4 Specimen Size
Energy No.1	108	T90 Transverse	
Energy No.2	112	T90 Transverse	
Energy No.3	116	T90 Transverse	
Avg. Energy	112		

Body Charpy Shear	% Shear
Sample Min.	75
Min. Heat Avg	85
Sample No. 1	100
Sample No. 2	100
Sample No. 3	100
Avg. % Shear	100

All pipes shipped on this order passed NDT requirements
FINAL NDT INSPECTION PER API 5L:
Ultrasonic Test of Weld Seam:
Ref. Standard: 1/16" Drilled Holes and N5 Notches
2" Long 1/8" Centerline End Hole
Radiographic Inspection of Weld:
Penetrameter: #12 ISO Wire
X-ray Ends 8" Min. with 2" Clear
100% SMYS for a Duration of 10 Seconds Minimum
90% SMYS for a Duration of 10 Seconds Minimum

Guided Bend Test Passed in accordance with specification.
Guided Bend Test Conducted on Pipe No. A1618

Hydrostatic Pressure Test
Tested Pressure Min. 2180 psi
Min. Specified Pressure 1960 psi

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s). Material was melted and manufactured in the U.S.A

Approved By: Mark J. Anderson

Date: October 05, 2018

DURA-BOND PIPE, LLC
LINE PIPE TEST REPORT
CERTIFICATE OF COMPLIANCE

DURA-BOND PIPE, LLC
2716 SOUTH FRONT STREET
STEELTON, PA 17113

Customer Purchase Order
S13-81528

Dura-Bond Pipe Job No.
18-74-845-CP8

Certification Date
October 05, 2018

Product Description
30" x 0.500" X65M

Specification
API 5L 45th Ed. 07/01/13 PSL 2

Heat Number 802C36280
Heat Code 3670
Pipe Number A1618

Weld Charpy V Notch Test Results

Center Line	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation	3/4 Specimen Size
Energy No.1	65	Transverse	
Energy No.2	70	Transverse	
Energy No.3	75	Transverse	
Avg. Energy	70		

Heat Affected Zone	Ft-Lbs	@ +20°F	20/15 Ft-Lbs Min. Avg./Min. Ind. Full Size Requirement
Min. Avg./Min. Indiv.	15/11	Orientation/Location	3/4 Specimen Size
Energy No.1	128	Transverse @ FL +2mm	
Energy No.2	160	Transverse @ FL +2mm	
Energy No.3	140	Transverse @ FL +2mm	
Avg. Energy	143		

I hereby certify that the above material has been manufactured, sampled, tested, and inspected in accordance with the above listed specification(s) and has been found to meet the requirements of the specification(s). Material was melted and manufactured in the U.S.A

Approved By: Mark J. Anderson

Date: October 05, 2018

DWG. NO.	DWG. TITLE
GENERAL	
MEXI-C-8010	COVER SHEET
MEXI-L-1000	AREA LOCATION MAP
MEXI-X-2001	FLOW SCHEMATIC - PLD
LOCATION	
MEXI-A-1001	ALIGNMENT
MEXI-W-1001	WORKSPACE AND ACCESS ROAD DETAILS
MEXI-R-1001	REMOVAL ALIGNMENT
MEXI-R-1002	REMOVAL DETAILS

PREPARED BY:
ENGineering
20100 TORCH PARKWAY
WARRENVILLE, IL 60555
TEL. 630-353-4000
FAX 630-353-7777
WWW.ENGINEERING.COM

DESIGNED IN ACCORDANCE WITH TITLE 49 PART 192 OF MINIMUM FEDERAL SAFETY STANDARDS AND API 5L/ASME B31.8 GAS TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS, LATEST EDITION.

DWG. NO.	DWG. TITLE
STANDARD SHEETS	
SHEET 1 OF 2	
SA-5005	TEMPORARY FENCE AND GATE DETAILS
SF-9001	LINE MARKER TEST SITE
SF-9005	PIN BRAZE CONNECTION
SHEET 2 OF 2	
SG-0003	PIPELINE MARKER
SG-0004	PIPELINE AERIAL MARKER
SP-1000	PIPELINE CROSSING MAT
SA-4010	TEMPORARY PIPE SUPPORT
ENVIRONMENTAL DETAILS	
SHEET 1 OF 2	
ES-0001	TYPICAL TRENCH DETAIL
ES-0002	RIGHT-OF-WAY TOPSOIL SEGREGATION TECHNIQUES
ES-0004	TYPICAL CONSTRUCTION WIDTHS NOT ACQUIRING NEW PERMANENT RIGHT-OF-WAY (SINGLE LINE SYSTEM)
ES-0006	ACCESS ROAD CROSS SECTION
ES-0007	ROCK ACCESS PAD
ES-0008	TYPICAL TEMPORARY ACCESS ROAD THROUGH WETLANDS
SHEET 2 OF 2	
ES-0011	SILT FENCE DETAIL
ES-0012	STRAW BALE DETAIL
ES-0023	EROSION CONTROL FABRIC INSTALLATION
ES-0024	TYPICAL EROSION CONTROL BLANKETS ON SLOPES
ES-0025	FILTER BAG
ES-0026	DISCHARGE STRUCTURE FOR HYDROSTATIC TEST WATER
ES-0029	TEMPORARY EQUIPMENT BRIDGE (EQUIPMENT PADS WITH OR WITHOUT CULVERTS)

DWG. NO.	DWG. TITLE

MEXI-STFE
HIDALGO TOLL ROAD REPLACEMENT
30" LINE 16
MP 6.49 TO MP 6.67

HIDALGO COUNTY, TX

DATE	ISSUE	LEAD DFRS.	SECT. SUPV.	APPROVALS: PROJ. ENG./ DESIGN ENG.	PROJ. MGR./ DESIGN MGR.	PROJECT DIRECTOR
_____	☐ PRELIMINARY (P2)	_____	_____	_____	_____	_____
06/23/21	■ PRELIMINARY (P3)	_____	_____	EW/JP (ENE)	EW (ENE)	_____
07/08/21	■ BID	_____	_____	EW/JP (ENE)	EW (ENE)	_____
08/11/21	■ CONSTRUCTION	_____	_____	EW/JP (ENE)	EW (ENE)	_____
_____	☐ AS-CONSTRUCTED	_____	_____	_____	_____	_____

EXHIBIT A
CONTRACT NO. E-_____
PLANT W.O. NO. _____
PIPELINE W.O. NO. MC.000022.146.10.01
YEAR 2021

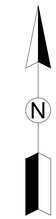
ENBRIDGE

Texas Eastern Transmission, LP
5400 Westheimer Ct. Houston, TX 77056-5310 713 / 627-5400

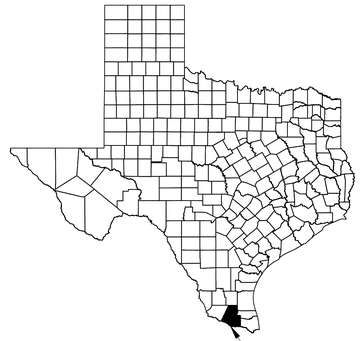
I:\Projects\MEXI\1161007.00\Drawings\0-Working_Drawings\Plotted\MEXI-C-8010.dwg
2/19/2021 3:40:03 PM
USERNAME: JESSICA.KLUM

ID # MEXI-C-8010.dwg

LOCATION MAP
1":2000'



HIDALGO COUNTY, TEXAS



SITE LOCATIONS:

Begin Lat: 26° 7' 17.69" N, Long: 98° 10' 34.97" W

End Lat: 26° 7' 23.35" N, Long: 98° 10' 26.24" W

DWG. NO.	REFERENCE DWG.	REV	DSN	CK	DESCRIPTION
		0	JP	EW	ISSUED FOR CONSTRUCTION (IFC)

PREPARED BY:
ENengineering
28100 TORCH PARKWAY
WARRENVILLE, IL 60555
TEL. 630-353-4000
FAX 630-353-7777
WWW.ENENGINEERING.COM

DESIGNED IN ACCORDANCE WITH TITLE 49–PART 192 OF MINIMUM FEDERAL SAFETY STANDARDS AND SPEC. 01005 FOR LIQUID TRANSMISSION AND DISTRIBUTION PIPING SYSTEMS, LATEST EDITION

ENGINEERING APPROVALS				
DRAWN BY: DM	BID		CONSTRUCTION	
TITLE	SIGNATURE	DATE	SIGNATURE	DATE

MEXI-STFE
HIDALGO TOLL ROAD REPLACEMENT
30" LINE 16
AREA LOCATION MAP

LOC. HIDALGO COUNTY, TX

ENBRIDGE
Texas Eastern Transmission, LP
5400 Westheimer Ct. Houston, TX 77056-5310 713 / 627-5400

YEAR: 2021 | W.O. MC.000022.146.10.01 | SCALE: AS NOTED | DWG. MEXI-L-1000 | REV. 0

IG.#MEXI-L-1000.dwg

USERNAME: DMATHISEN

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06/07/2021 11:34:09 AM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-07

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NO. 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 25th day of January, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, on August 8, 2021, 2021, the Authority published bid documents (including the "Contract", attached hereto as Exhibit A - Contract) for the 365 Tollway (the "Project"); and

WHEREAS, bid proposals were received October 13, 2021; and of the three bidders, Contractor was identified as the lowest, responsive, responsible bidder (the "Contractor"); and

WHEREAS, on October 26, 2021, the Authority issued a conditional award of contract to Contractor; and

WHEREAS, Section V of the Contract provides for a post-award value engineering change proposal ("VECP") process; and

WHEREAS, on November 11, 2021 the Contractor and the Authority entered into Change Order No. 1 initiating the VECP process (incorporated herein and attached hereto as Exhibit B – Change Order No. 1); and

WHEREAS, on December 21, 2021 the Contractor and the Authority entered into Change Order No. 2 authorizing Project Savings and payment for the design fees supporting the Project Savings and on January 6, 2022, the Texas Department of Transportation issued its concurrence to Change Order No. 2; and

WHEREAS, Change Order No. 2 amends the plans and specifications attached to the Contract and will be incorporated into the Scope of Work; and

WHEREAS, Change Order No. 2 does not amend the time for performance or add any additional working days under the Contract; and

WHEREAS, the Board finds it to be in the best interest of the Authority to incorporate the terms, concepts, and intention of the VECP Change Order No. 2, into Contract Amendment No. 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 the Contract Amendment No. 1 to the construction contract with Pulice Construction Inc. for the 365 Tollway Project from U.S. 281/Military Highway to FM 396 (Anzalduas Highway), attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment No. 1 to the construction contract with Pulice Construction Inc. for the 365 Tollway Project from U.S. 281/Military Highway to FM 396 (Anzalduas Highway).

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 25th day of January, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 1 TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUAS HIGHWAY)

January 21, 2022

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

365 TOLL PROJECT (Contract No. 0921-02-368)

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 is a supplemental agreement amending that certain Contract No. 0921-020368 for the construction of the 365 Toll Project, by and between the Hidalgo County Regional Mobility Authority (the "Authority" or "Owner") and Pulice Construction, Inc. (the "Contractor"), effective as of December 21, 2021 (the "Effective Date") and incorporating the terms and conditions of Change Order No. 2 into the Contract.

RECITALS

WHEREAS, on August 8, 2021, the Authority published bid documents (including the "Contract", attached hereto as Exhibit A - Contract) for the 365 Tollway (the "Project"); and

WHEREAS, bid proposals were received October 13, 2021; and of the three bidders, Contractor was identified as the lowest, responsive, responsible bidder (the "Contractor"); and

WHEREAS, on October 26, 2021, the Authority issued a conditional award of contract to Contractor; and

WHEREAS, Section V of the Contract provides for a post-award value engineering change proposal ("VECP") process; and

WHEREAS, on November 11, 2021 the Contractor and the Authority entered into Change Order No. 1 initiating the VECP process (incorporated herein and attached hereto as Exhibit B – Change Order No. 1); and

WHEREAS, on December 21, 2021 the Contractor and the Authority entered into Change Order No. 2 authorizing Project Savings (defined therein) and payment for the design fees supporting the Project Savings (incorporated herein and attached hereto as Exhibit C – Change Order No. 2) and on January 6, 2022, the Texas Department of Transportation issued its concurrence to Change Order No. 2; and

WHEREAS, Change Order No. 2 amends the plans and specifications attached to the Contract and will be incorporated into the Scope of Work; and

WHEREAS, Change Order No. 2 does not amend the time for performance or add any additional working days under the Contract; and

WHEREAS, to incorporate the terms, concepts, and intention of the VECP Change Order No. 2, the parties agree to the contract amendments stated below;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements authorized herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. CONTRACT PRICE. "Section D. Proposal" is amended to include the following:

> *Section D-1. Value Engineering Change Proposal Contract Price*
>
> *Contractor has submitted and Owner hereby accepts a reduction in Project cost of $38,163,935.40 (the "Savings"), revising the Contract price to:* ***$281,723,797.95*** *(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"). Change Order No. 2 attached hereto provides the final units, quantities, and unit pricing under the Contract.*

SECTION 2. CONTRACT DOCUMENTS. To the extent specific terms in Change Order No. 2 conflict with the terms of "Section E. Bid", Change Order No. 2 shall prevail, as provided for in "Section M. Contract Agreement".

SECTION 3. CONTRACT AGREEMENT. "Section M. Contract Agreement" is amended as follows:

(i) Paragraph 3 is restated in its entirety as follows:

> *This Contract was conditionally awarded on the basis of the Official Total Bid Amount based on the unit price Bid of TWO HUNDRED NINETY FIVE MILLION, NINE HUNDRED THIRTY TWO THOUSAND, FOUR HUNDRED TWENTY dollars and TWENTY FIVE Cents ($295,932,420.25); provided that the Contract price could be financed. The parties entered into the Value Engineering Change Proposal ("VECP") process to identify cost savings to bring the Project costs in line with the Authority's financing capacity. In accordance with Change Order No. 2, the contract price is amended to* ***$281,723,797.95*** *(the "Contract Price").*

(ii) Paragraph 4 is restated in its entirety as follows:

> *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's design engineer to 30% of final design (the "Schematics"). Change Order No. 2 provides the final units, quantities, and unit pricing under the Contract. The Authority agrees to pay Contractor the Contract Price, subject to the conditions set forth in the Specifications.*

(iii) "Section e" is amended to add a new provision after "*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").*":

Time charges will be suspended for thirty (30) days after the NTP. Contractor agrees that this suspension shall not impact the Bid price guarantee provided for in "Section F. Attachments. Attachment A – Bidder Certificate."

(iv) "Section r" is amended to include "Section r-1"

IN PREPARING THE VECP CHANGE ORDER NO. 2 CHANGES, CONTRACTOR ENGAGED ONE OR MORE PROFESSIONAL ENGINEERS, INCLUDING OTHON ENGINEERING (A "SUBCONTRACTOR" OR THE "VECP ENGINEER") TO UNDERTAKE DESIGN AND ENGINEERING ON CONTRACTOR'S BEHALF. THE VECP ENGINEER SHALL SEAL THE FINAL DESIGN UNDER THE VECP CHANGE ORDER.

SECTION 4. PERFORMANCE BOND. "Section N. Performance Bond" is replaced to reflect the Contract Price with Exhibit D – Performance Bond.

SECTION 5. PAYMENT BOND. "Section O. Payment Bond" is replaced to reflect the Contract Price with Exhibit E – Payment Bond.

SECTION 6. WARRANTY BOND. "Section P. Warranty Bond" is replaced to reflect the Contract Price with Exhibit F – Warranty Bond.

SECTION 7. ENGINEER'S SEAL. "Section R. Engineer's Seal" is or shall be amended to include "Section R-1. VECP Engineer's Seal" attached hereto as Exhibit G – VECP Engineer's Seal for all concepts Contractor has designed as alternate designs with its VECP Engineer under Change Order No. 2.

SECTION 8. GENERAL NOTES. "Section S. General Notes" is amended as follows:

3. All improvements shall be constructed in accordance with the attached plans and specifications, including the plans and specifications provided by Contractor supporting the VECP concepts provided for in Change Order No. 2 (the "plans").

7. The Contractor shall allow time for utility relocation. The Contractor shall allow time for environmental reevaluation of VECP concepts. The Contractor shall be entitled to a time extension(s) for critical path delays, if any, caused by utility relocations and/or environmental reevaluations of VECP concepts, provided Contractor provides a written Notice of Potential Time Impact as provided for in Section T, Item 8L, subsection 5.5.3, for such time extension. The extension must be approved by the Engineer in writing. There will be no compensation for down time related to VECP concepts and Contractor is not entitled to damages for delays regardless of the cause of the delays.

25. The Contractor shall provide final design for the VECP concepts approved in Change Order No. 2 as prepared by the VECP Engineer.

SECTION 9. VECP. "Section V. Value Engineering Change Proposals (VECP)" is amended as

follows:

(i) to correct a drafting error in Section 7:

> *7. The ~~gross~~ net savings of any accepted FINAL VECP under this Contract shall be shared between the Owner and Contract as follows: Owner 40% and Contractor 60%.*

(ii) to add the following new sections:

> *8. Unit pricing changes approved under a VECP change order, shall be agreed to by the parties as a change in the Scope of Work and shall not result in any (i) "Payment for Extra Work and Force Account Method" or (ii) significant change resulting in additional unit price adjustment unless expressly stated thereunder. Approved unit pricing under a VECP change order is deemed to include labor, insurance and taxes, materials, equipment, subcontracting, law enforcement, flaggers, costs related to required sureties, and other ancillary costs.*
>
> *9. Items approved under a VECP change order shall not be subject to "Requests for Additional Compensation" purely on the basis of the Contractor's proposed and approved changes. To the extent damages occur based on impacts that are the responsibility of the Authority, additional costs to Contractor may be applicable under Section 6, Item 4L, Section T of the Contract.*
>
> *10. The Contractor's share of the net savings described in Section 7 above includes the "Contractor's Risk" that the actual costs of implementing the approved VECP changes may not result in the Savings approved by the parties. To the extent actual costs exceed the amounts approved by a VECP change order, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit pricing or cost increases shall be deducted from the Contractor's 60% portion of the net savings.*
>
> *11. The "Final Design" under a VECP change order means the final construction plans, specifications, reports, studies, calculations, electronic files, records, and related documents submitted by Contractor for review and comment to Owner, along with the required certifications and documentation demonstrating compliance with the Contract, including confirmation that all Engineer comments from any prior design stages have been addressed. The Engineer shall approve the Final Design on a schedule agreed to by the parties. Final Design must be prepared and sealed by the VECP Engineer, a qualified engineer licensed in the State of Texas.*
>
> *12. At all times that professional services are rendered under a VECP change order respecting design and construction of the Project, until three years after the period of design and construction of the Project, Contractor shall procure and keep in force, or cause to be procured and kept in force, with Contractor listed as a named insured, professional liability insurance. The professional liability insurance policy shall provide coverage of liability of the party performing the*

professional services arising out of any negligent act, error, or omission in the performance of the professional services. Such insurance policy shall include coverage for bodily injury or property damage. Each policy shall have a limit of not less than $2,000,000 per claim and in the aggregate. Such insurance shall provide an indemnified party endorsement for the benefit of the Owner and the Owner Indemnified Parties with regard to third party claims for bodily injury or property damage.

SECTION 10. INSURANCE CERTIFICATES. In compliance with Section 4.3, Item 3.L, Section T of the Contract, Contractor is attaching required Insurance Certificates hereto as Exhibit G (naming the Authority as an insured on each policy), including Builder's Risk Insurance which shall provide coverage for "all risks" of direct physical loss or damage to the portions or elements of the Project under construction including the perils of loss or damage by fire, collapse, lightning, explosion, vandalism and malicious mischief, civil commotion, aircraft, earthquake, earth movement, flood, storm, windstorm, hurricane, and tornado, subsidence and terrorism. The Builder's Risk policy shall contain extensions of coverage that are typical for a project of the nature of the Project including coverage for physical damage resulting from faulty workmanship and shall contain only those exclusions that are typical for a project of the nature of the Project. The Builder's Risk policy shall cover (i) all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions of the Project under construction, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Site, in storage or in the course of inland transit on land to the Site, (ii) all existing property and improvements that are within the construction work zone or are or will be affected by the construction work, and (iii) valuable papers and restoration of data, plans and drawings.

SECTION 11. RETAINAGE. "Section T, Governing Specifications and Special Provisions, Item 9L, subsection 8" is amended by adding a final sentence::

If requested by Contractor, Owner will not withhold retainage if Contractor provides a retention release bond acceptable to Owner. However, Owner shall still be entitled to pay out the VECP Savings Payments pursuant to the schedule set forth in Change Order No. 2.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment.

AUTHORITY

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Name: Pilar Rodriguez
Title: Executive Director

Date: _____

CONTRACTOR

PULICE CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A: Contract
Exhibit B: Change Order No. 1
Exhibit C: Change Order No. 2
Exhibit D: Revised Payment Bond
Exhibit E: Revised Performance Bond
Exhibit F: Revised Warranty Bond
Exhibit G: Insurance Certificates

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-08

CONSIDERATION AND APPROVAL OF RIGHT OF WAY ACQUISITION FOR THE 365 TOLLWAY PROJECT, INCLUDING RATIFICATION OF A PURCHASE AGREEMENT, JOINT USE AGREEMENT, AND ADDITIONAL PARCEL AGREEMENT WITH HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS RESOLUTION is adopted this 8th day of February, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Board has authorized the Authority to proceed with the development of the 365 Tollway Project, including right of way acquisition; and

WHEREAS, the Authority has negotiated with the Hidalgo County Irrigation District Number 2 (HCID2) for the acquisition of the necessary right of way and/or easements for the 365 Tollway Project; and

WHEREAS, the Executive Director has entered into a purchase agreement, joint use agreement and additional parcel agreement with HCID2 to finalize the acquisition of the necessary parcels to construct the 365 Tollway Project; and

WHEREAS, the Board finds it necessary to ratify and approve the purchase agreement, joint use agreement and additional parcel agreement with HCID2;

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 ratifies and approves the purchase agreement, joint use agreement and additional parcel agreement with HCID2 executed by the Executive Director for the 365 Tollway Project hereto attached as Exhibit A, B & C.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 8th day of February, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY AGREEMENT

WITH

HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2

FOR

RIGHT OF WAY & EASEMENTS FOR THE 365 TOLLWAY PROJECT

EXHIBIT B

JOINT USE AGREEMENT

FOR

RIGHT OF WAY AND EASEMENTS

BETWEEN

HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT C

X PARCEL AGREEMENT

FOR

RIGHT OF WAY AND EASEMENTS

BETWEEN

HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-09

APPROVAL OF WORK AUTHORIZATION 9 WITH BLANTON & ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES FOR CONDUCTING AN ENVIRONMENTAL ASSESSMENT RE-EVALUATION SCOPING MEETING FOR THE UPDATED DESIGN INITIATED UNDER THE 365 TOLLWAY VALUE ENGINEERING CHANGE PROPOSAL PROCESS.

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

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of $702,075.94.; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Board hereby approves Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to Work Authorization Number 9 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

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

~~S. David Deanda, Jr., Chairman~~
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 9

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

365 Tollway Project Environmental Assessment
Re-evaluation Scoping Meeting

ATTACHMENT D-1

WORK AUTHORIZATION NO. __9__
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 $ 14,706.32 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 June 30, 2023, 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. MEETINGS

- Task 1: Scoping Meeting with TxDOT
  - HCRMA and/or Pulice will provide detailed design information to B&A in advance of the scoping meeting in GIS .shp and Google Earth .kmz/l format for inclusion into the PowerPoint Presentation.
  - Only one (1) scoping meeting will be conducted. Additional scoping meetings with TxDOT can be accomplished at additional cost.
- Task 2: Project Team Coordination Meeting
  - Only one (1) project team scoping coordination meeting will be conducted. Additional scoping and/or coordination meetings with project team can be accomplished at additional costs.

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

Project Understanding

It is Blanton & Associates, Inc. (B&A) understanding that the Hidalgo County Regional Mobility Authority (HCRMA) 365 Toll project was approved for development under an Environmental Assessment/Finding of No Significant Impact (EA-FONSI) dated July 2, 2015, prepared in compliance with the National Environmental Policy Act (NEPA). The project limits for the 365 Toll project is from FM 1016/Conway Avenue to US 281/Military Highway within the cities of Granjeño, Hidalgo, McAllen, Mission, Pharr and San Juan in Hidalgo County, Texas (Texas Department of Transportation (TxDOT) Control Section Job numbers (CSJs): 3627-01-001, 3627-01-002, 0921-02-337, and 0220-01-023).

On April 27, 2017, TxDOT approved a re-evaluation to the proposed project which included design changes of the roadway and adjustments to irrigation canals within the jurisdiction of Hidalgo County Irrigation District No. 2 (HCID2) and the US International Boundary & Water Commission (IBWC). The impacts to the HCID2 system, an identified Section 4(f) resource were less than those proposed in the EA/FONSI. None of the proposed design changes resulted in a change in the original NEPA determination.

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

Value Engineering Change Proposal Options

- VECP 1: Build from the Center. Change the design to reduce the median from a 40 ft wide grass median to a strict 4 foot-wide median. This change reduces embankment volume, retaining wall surface, accelerates schedule and facilitates the future widening of the road (ultimate design).
- VECP 4: Reduce Shoulder between Station 803+00 and 835+00. The shoulder would be reduced from 12 feet wide to 4 feet wide in the westbound mainlanes. Construction and maintenance costs would be reduced.
- VECP 5: Optimize Ramp Designs between FM 2062/Jackson Road and US 281/Cage Boulevard. This modification would eliminate the westbound auxiliary lane, movement and increase lengths of the gores, which would result in the elimination of the auxiliary lanes. This modification accelerates construction schedule, as well as reduces construction and maintenance costs.

- VECP 7: I-Road @ 365 Toll Intersection Optimization. This change eliminates the 625 ft long steel girder bridge and installing a shorter concrete girder bridge with a roundabout under the mainlanes of 365 Toll.
- VECP 8: Updated Pavement Design (Reduced Pavement Section). This modification changes the rigid Continuous Reinforced Concrete (CRCP) pavement to CRCP-Mechanistic Empirical (CRCP-ME) design method for CRCP pavements. This change would reduce the thickness of the pavement which accelerates schedule.
- VECP 9: Change in Concrete Treated Base (CTB) Preparation Method. This modification changes the specification of the plant concrete mix from a 6 inch concrete treated base to a 6 inch road mixed concrete treated base. This would allow the base materials would be mixed on-site versus at a plant and transporting to the construction site. This change would lower costs, reduce potential plant failures for mixing base materials and trucking shortages.
- VECP 10: Optimize Girders (Resize/Optimize). This modification would reduce the number of bridge girders constructed by using 0.6 inch prestressed strands versus 0.5 inch. This change results in a reduction in costs and accelerates schedule.
- VECP 13: FM 2062/Jackson Road Overpass – Bridge Shortening. This modification would eliminate one (the middle) of the three units of the bridge, which reduces the crossing length and number of bents needed. This change reduces costs and accelerates schedule.
- VECP 15: Intelligent Transportation System (ITS) Optimizations. These optimizations substitute types of ITS equipment, consolidate three previous locations utilizing one sign, use of fiberglass conduit, consolidate three trenches, reduction in existing fiber count with a single jacket trunk line, and other changes. These changes reduce costs and reduces the number of ITS poles/drill shafts.
- VECP 18: Mechanically Stabilized Earth (MSE) Wall Design. This changes the backfilling depth of embedment of the wall from 2-3 feet to 1 foot. This change results in a reduction in costs.

Based on the proposed changes in the design, a re-evaluation of the EA/FONSI is anticipated to be required. To accurately evaluate the level of effort and schedule to meet the NEPA re-evaluation requirements under the applicable federal and state programs and to communicate those requirements and the associated needs to 365 Toll project team, B&A is proposing the following tasks:

1. Scoping Meeting with TxDOT Pharr District (PHR) and TxDOT Environmental Affairs Division (ENV).
2. Project Team Coordination Meeting (HCRMA, Pulice/Othon, HDR, B&A)

Task 1: Scoping Meeting with TxDOT

B&A shall coordinate a scoping meeting with TxDOT PHR and ENV to identify the proposed modifications and update TxDOT staff of the proposed changes and reasons for why a re-evaluation is needed. This scoping meeting will involve the following:

- Coordination between B&A, HDR, Pulice and HCRMA regarding the content and materials to be presented at the scoping coordination meeting;
- Preparation of a PowerPoint presentation, agenda, attendee list, and meeting minutes for the meeting; and

- The meeting with HCRMA and TxDOT will be conducted in a virtual format, likely through Microsoft Teams, which B&A will facilitate and host.
- B&A will provide meeting minutes summary and a single round of drafts for review and approval.

Task 2: **Project Team Coordination Meeting**

B&A will facilitate and host a Project Team Coordination Meeting with HCRMA, HDR, Pulice and B&A upon completion of the TxDOT scoping meeting. The intent of this meeting is to establish project schedule, scope of work, coordination needs, and materials needed for the NEPA re-evaluation process based upon the TxDOT scoping meeting.

- B&A will prepare the coordination meeting presentation, agenda, attendee list and meeting minutes for HCRMA review.
- The meeting will be conducted in a virtual format, likely through Microsoft Teams, which B&A will facilitate and host.

Finally, all subsequent efforts related to development of the preliminary schematics & estimates, environmental documents, support field or research studies, planning, modeling, permitting, BMP development/implementation, construction compliance monitoring, data recovery or mitigation will be provided under a separate work authorization to be developed upon completion of these two proposed scoping and coordination tasks.

EXHIBIT C
WORK SCHEDULE

Tasks 1 and 2 would be completed within two months on April 30, 2022.

ATTACHMENT

WA No. 9 - Blanton & Associates, Inc.
Exhibit D. Fee Schedule for Env. Support for Env. Re-evaluation due to 365 Toll VECPs

TASKS DESCRIPTION	Project Manager	Sr Env Planner	Env Planner I/II	Senior Env Specialist (includes QA)	Biologist	Senior Arch	Senior Historian	Senior GIS	GIS	Admin Assistant	Total Labor Hrs.	Task Hours	Task Costs
1. Scoping Meeting with TxDOT PHR/ENV	**12**	**14**	**0**	**10**	**6**	**6**	**6**	**2**	**8**	**4**	**68**	**68**	**$9,305.18**
Coordination between B&A, HDR, Pulice & HDR - Content/Materials for Meeting	4	10		2	4	4	4				28		
Preparation of Materials for Meeting	4	2		6	2	2	2	2	8	2	30		
Conduct Meeting and prepare minutes/summary	4	2		2						2	10		
2. Project Team Coordination Meeting	**4**	**12**	**0**	**4**	**4**	**4**	**4**	**3**	**2**	**3**	**40**	**40**	**$5,367.14**
Prepare coordination meeting presentation and materials	2	8		2	2	2	2	1	2	1	22		
Conduct Meeting and prepare minutes/summary	2	4		2	2	2	2	2		2	18		
											0		
HOURS SUB-TOTALS	16	26	0	14	10	10	10	5	10	7	108	*108*	*$14,672.32*
CONTRACT RATE PER HOUR	**$170.27**	**$148.53**	**$106.09**	**$170.27**	**$106.09**	**$116.70**	**$127.31**	**$127.31**	**$100.79**	**$79.57**			
TOTAL LABOR COSTS	$2,724.32	$3,861.78	$0.00	$2,383.78	$1,060.90	$1,167.00	$1,273.10	$636.55	$1,007.90	$556.99	**$14,672.32**		
OTHER DIRECT EXPENSES													**$34.00**
GRAND TOTAL													**$14,706.32**

OTHER DIRECT EXPENSES				
	Rate	Unit	Amount	Total
Lodging / Hotel (GSA Day Rate)	$ 96.00	Each		$ -
Lodging Tax (State, City, Local) (15%)	$ 14.40	Each		$ -
Meals (GSA Day Rate)	$ 59.00	Each		$ -
Rental Car	$ 90.00	Each		$ -
Air Travel	$ 525.00	Each		$ -
Parking	$ 14.00	Each		$ -
Mileage	$ 0.585	Each		$ -
Tolls	$ 4.00	Day		$ -
Fuel for Rental Car	$ 25.00	Day		$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each	200	$ 20.00
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each	20	$ 14.00
Photocopies Color (11 X 17)	$ 1.25	Each		$ -
Plots (Color on Photographic Paper)	$ 4.00	Each		$ -
Color Graphics on Foam Board	$ 5.00	Each		$ -
Presentation Boards 30" X 40" Color Mounted	$ 100.00	Each		$ -
4" X 6" Digital Color Print	$ 0.30	Each		$ -
GPS	$ 50.00	Day		$ -
Hazardous Materials Data Search	$ 200.00	Mile		$ -
Mailings/Postage (NOCs)	$ 1.30	Each		$ -
Overnight Delivery Services	$ 20.00	Each		$ -
Field Supplies	$ 35.00	Trip		$ -
Noise Meter	$ 120.00	Day		$ -

TOTAL DIRECT EXPENSES	**$ 34.00**

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)#: 9 WA Amount: **$14,706.32** Date: 02/22/2022
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	**$14,706.32**
	$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. 2022-10

APPROVAL OF CONTRACT AMENDMENT 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9

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

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on December 20, 2021, the Authority approved Resolution 2021-50 Contract Amendment No. 7 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $978,021.59 to $1,378,125.25 for a total increase of $400,103.66 for Work Authorization No. 8; and

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

WHEREAS, the Authority finds it necessary to approve Resolution 2022-10 Contract Amendment No. 8 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9.

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. 8 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 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 22nd day of February 2022, at which meeting a quorum was present.

~~S. David Deanda, Jr., Chairman~~
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 8

to the Professional Services Agreement with

Blanton & Associates, Inc. to Increase Maximum Payable Amount for

Work Authorization No. 9 for the

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. _8_

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 8 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

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

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9 for Environmental Re-evaluation Support for the 365 Tollway Project.

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.

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. 2022-11

APPROVAL OF WORK AUTHORIZATION 7 WITH HDR ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE REVIEW FOR THE UPDATED DESIGN INITIATED UNDER THE 365 TOLLWAY VALUE ENGINEERING CHANGE PROPOSAL PROCESS

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

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68.

****

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 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 7 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 February 2022, at which meeting a quorum was present.

~~S. David Deanda, Jr., Chairman~~
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 7
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. 7
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 $119,970.68 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 Ill thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 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 Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC	THE AUTHORITY
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS
Exhibit A Services to be provided by the Authority
Exhibit B Services to be provided by the GEC
Exhibit C Work Schedule
Exhibit D Fee Schedule/Budget
Exhibit H-2 Sub provider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. Task 1 – Existing VECP Review during construction

   1.1 Review of Contractor's revised VE plans – The GEC shall provide a limited plan review to confirm that the contractor's revised plans:

   - Meet the requirements of the contract,
   - Are consistent with the Contractor's original commitments,
   - Meet applicable standards and governmental requirements,
   - Meet intended operational and maintenance requirements, and,
   - Are consistent with environmental commitments (a collaborative effort with Blanton and Associates). Environmental changes shall be identified and tracked.

   The GEC will set up a review process to provide easy file sharing and consistent review between the RMA, contractor, and the GEC. The process will be implemented using Bluebeam profiles.

   1.2 Quality Assurance (documentation) of reviewed Contractor's Quality Control Plan Execution for their Value Engineering Plan – The GEC shall review Contractor's submittal information and backup information (Quality Control documentation) to confirm that Contractor's quality control efforts are complete.

   1.3 VE workshops - The GEC shall attend any HCRMA or Contractor calls or workshops related to VE design.

2 Task 2 - Review of additional VECP concepts – Should Contractor submit additional VECP concepts, the GEC shall coordinate, evaluate, and provide recommendations:

   2.1 Coordination – The GEC shall:

- Participate in Contractor workshops to review and discuss the Contractor's Value Engineering concepts,
- Participate in owner meetings/workshops related to VE Concepts,
- Provide requested VE supporting information at HCRMA board meetings and,

  Assist HCRMA with potential 3rd party coordination with respect to VE concepts.

2.2 Evaluation - The GEC shall:

- Review Contractors Exhibit A (VE concept memo) and provide independent assessments, risk analysis, constructability reviews and recommendations.
- Review Contractors design/construction cost estimates for their proposed VE concepts to determine overall impacts to costs. An independent design/construction estimate of probable construction costs shall be developed and compared with Contractors estimate.
- Review Contractors schedule refinements for their proposed VE proposals to determine impacts to overall schedule and critical path. An independent assessment of schedule shall be developed. And compared with Contractor's schedule. Original schedule during the procurement phase shall be used as the baseline

2.2.1 Environmental Impacts - The GEC shall:

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 Contractor VE concepts. Contractor is responsible for all revisions.

The GEC independent technical review (ITR) of the items listed in Tasks 1.1, 1.2, and 2.2 of this scope of services represent technical observations and recommendations, and the engineers of record remain responsible for determining if said observations and recommendations are to be incorporated into their final design. The GEC is not liable for their recommendations whether they are accepted or not.

EXHIBIT C
WORK SCHEDULE

VECP Design Independent Technical Review (ITR)

Task 1

Existing VECP ITR during construction	**03/01/2022 - 12/30/2022**

Task 2

Additional VECP ITR during construction	**03/01/2022 – 12/30.2022**

Summary

Exhibit D

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 07

	VECP Design ITR		Total by Firm	% by Firm
	Labor	ODE		
HDR	$119,872.68	$98.00	$119,970.68	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	$119,872.68	$98.00	Total WA	100%
Total by Task	$119,970.68		$119,970.68	

Prime Provider: HDR Engineering, Inc.
Subconsultant: 0
Work Authorization: 07
Legend: reocurring every X months = ~Xmos

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Transportation Planner IV	Senior Environmental Scientist	Estimating Sch Support 2	Scheduler	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	$198.00	$175.37	$179.61	$161.23	$84.86		
DESCRIPTION OF TASKS/DETAILS															
1 - Task 1 - VECP review during construction														0	$0.00
1.1 review of revised VE plans	24	16	25	10	30	20	24	20			20	20	5	214	$43,409.37
1.2 Quality Assurance of reviewed VE plans	4	2		30										36	$8,604.22
1.3 VE workshops	40	30			10	10		10			5	5		110	$23,964.60
Set up review processes	2			2	20								2	26	$5,051.80
														0	$0.00
														0	$0.00
2 - Task 2 - Review of additional concepts														0	$0.00
(if provided by Contractor)															
2.1 Coordination / workshops	15	4	1		8			2			5	5	1	41	$8,421.91
2.2 Evaluation	3	8	5	2	9	2		2		8			1	40	$8,697.73
2.3 Environmental impacts	20	11	18	4	22				16				8	99	$21,723.05
														0	$0.00
														0	$0.00
														0	$0.00
														0	$0.00
														0	$0.00
Labor Hours Total	108	71	49	48	99	32	24	34	16	8	30	30	17	566	hours check
Labor Cost Total	$23,826.96	$18,074.47	$14,552.51	$11,540.16	$19,602.00	$5,430.72	$3,394.32	$7,212.76	$3,168.00	$1,402.96	$5,388.30	$4,836.90	$1,442.62	**$119,872.68**	cost check
% Staff Distribution	19%	13%	9%	8%	17%	6%	4%	6%	3%	1%	5%	5%	3%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 07

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 WAXX	Sub-Total per ODE
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
				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)#: 7 WA Amount: $119,970.68 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
GEC independent technical review (ITR) VECPs	**$119,970.68**
	$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).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-12

APPROVAL OF CONTRACT AMENDMENT 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 7

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

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Approval of a Work Authorization 6 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for review of the 365 Tollway value engineering change proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6.

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-12 Approval of Contract Amendment 4 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,407,587.59 to $1,527,558.27 for a total increase of $119,970.68 for Work Authorization No. 7.

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 4 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to $1,527,558.27 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 4 to the Professional Services Agreement for General Engineering Consultant Services hereby approved.

*****

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

~~S. David Deanda, Jr., Chairman~~
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 4

TO THE PROFESSIONAL SERVICE AGREEMENT

FOR

GENERAL ENGINEERING CONSULTANT SERVICES

BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AND

HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. _4_
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 III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $1,407,587.59 to $1,527,558.27 for a total increase of $119,970.68 due to additional scope and effort outlined in Work Authorization No. 7.

This Contract Amendment No. 4 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. 2022-13

CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION #1 TO WORK AUTHORIZATION #1 FOR CONSTRUCTION MATERIAL TESTING SERVICES TO B2Z ENGINEERING FOR IMPLEMENTATION OF THE NEW IBWC TESTING REQUIREMENTS

THIS RESOLUTION is adopted this 22nd day of February, 2022, 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 on September 28, 2021 the Authority approved Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and Resolution 2021-43Work Authorization 1 to the Professional Service Agreement with B2Z Engineering, LLC, for Construction Material Testing in the 365 Tollway Project in the amount of $201,143.26.

WHEREAS the Authority finds it necessary to approve Resolution 2022-13 consideration and approval of Supplemental Work Authorization #1 to Work Authorization #1 for Construction Material Testing Services to B2Z Engineering for implementation of the new IBWC Testing Requirements in the amount of $1,869,890.68.

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 Work Authorization 1 to Work Authorization #1 the Professional Service Agreement with B2Z Engineering, LLC, in the amount of $1,869,890.68 for the 365 Tollway Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Work Authorization 1 to Work Authorization 1with 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 22nd day of February 2022, at which meeting a quorum was present.

~~S. David Deanda, Jr., Chairman~~
FORREST DANIELS

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

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

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
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. 1 are hereby amended as follows:

Supplemental Work Authorization #1 to Work Authorization #1 for Construction Material Testing Services to B2Z Engineering for implementation of the new IBWC Testing Requirements in the amount of $1,869,890.68.

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.1 ____ 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)
2/23/22	2/23/22
(Date)	(Date)

February 3, 2022

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

Reference: Hidalgo County RMA SH 365 Toll – CMT Proposal

Dear Mr. Navarro:

B2Z Engineering, LLC. appreciates the opportunity to submit the budget estimate to provide materials testing services in response to your Request for Proposal issued February 1, 2022. Based on the information furnished to us, we estimate a budget of **$1,869,890.68**. Any additional services requested and not part of this estimate will be charged in accordance with B2Z's fee schedule. A worksheet with the breakdown of quantities is included with this proposal for your convenience.

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

Sincerely,
B2Z Engineering, LLC.

Hector Cantu
Corporate Laboratory Manager

Attachments: Cost Estimate

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County RMA SH 365 Toll
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	Every 1,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	Every 1,000 CY		Each	600	$75.00	$45,000.00
USCS		ASTM D2487		included with PI				
Gradation		Tex-110-E	Every 1,000 CY		Each	600	$68.00	$40,800.00
Moisture/Density		Tex-114-E	One per 2,000 CY		Each	300	$215.00	$64,500.00
In-Place Density		Tex-115-E	Every 250 CY		Each	2,400	$50.00	$120,000.00
Crumb		ASTM D6572	Every 1,000 CY		Each	600	$60.00	$36,000.00
Pinhole		ASTM D4647	Every 1,000 CY		Each	600	$400.00	$240,000.00
Double Hydrometer		ASTM D4221	Every 1,000 CY		Each	600	$315.00	$189,000.00
Lab Moisture Content		ASMT D2216	Every 20 Density Test		Each	120	$13.00	$1,560.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	9,700	$68.02	$659,794.00
# of Trips (Tech)				841 Trips	Mile	23,075	$6.00	$138,450.00
**Admin/Clerical					Hour	565	$61.95	$35,001.75
							Item Subtotal	$1,570,105.75

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			
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)				16 Trips	Mile	504	$6.00	$3,024.00
**Admin/Clerical					Hour	14	$61.95	$867.30
							Item Subtotal	$10,471.60

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			
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)				16 Trips	Mile	504	$6.00	$3,024.00
**Admin/Clerical					Hour	10	$61.95	$619.50
							Item Subtotal	$8,263.96

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	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
Tech Time (Conc)					Hour	66	$68.02	$4,489.32
# of Trips (Tech)				18 Trips	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 Trips**	**Mile**	**320**	**$6.00**	**$1,920.00**
****Admin/Clerical**					**Hour**	**12**	**$61.95**	**$743.40**
							Item Subtotal	**$4,295.88**

*** 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) =	**$1,619,050.62**
Engineering Lab Manager (500 hrs x 94.71 Hr.)	**$47,355.00**
Project Engineer (QA/QC of CMT) (250hrs x 133.98 Hr.)	**$33,495.00**
Total :	**$1,699,900.62**
Contingency (Estimated at 10%)	**$169,990.06**
Constuction Materials Testing Total	**$1,869,890.68**

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.

REVIEWED and REVISED ORIGINAL PROPOSAL

WARE ROAD / 23RD
PICTURE (118)
10 MILES X 2 = 20 MILES ROUND TRIP

LEGEND:

- ROAD TO BE OBLITERATED
- EXIST. DRAINAGE STRUCTURE/CHANNEL
- PROP. DRAINAGE STRUCTURE/CHANNEL
- EXIST. IRRIGATION STRUCTURE
- PROP. IRRIGATION STRUCTURE
- PROPOSED CONC. RIPRAP
- DRAINAGE FLOW DIRECTION

STA. 799+24
BEG PROP. SERVICE
ROAD AND NEW LEVEE LOC.

BENTSEN RD.

WARE RD.

PROP. R.O.W.

PROP. R.O.W.

EXIST. LEVEE R.O.W.

PROP. SERVICE
ROAD AND LEVEE
RELOCATION

MAIN FLOODWAY

PROP. 15" IRRIGATION LINE
W/ 21" RCP CASING
STA. 830+66
(SEE IRRIG. LAYOUT FOR
DETAILS)

MATCHLINE STA. 830+00

STA. 858+00
END PROP. SERVICE
ROAD AND NEW LEVEE LOC.

9.5 MILES

PROP. DETENTION AREA
(TO BE CONSTRUCTED BY OTHERS)

PROP. SERVICE
ROAD

EXIST. NORTH LEVEE

EXIST.
OUTFALL DITCH

EXIST. DRAINAGE
STRUCTURE

MATCHLINE STA. 830+00

365 TOLL WB MAINLANES

365 TOLL EB MAINLANES

PROP. SH 365 ℄

PROP.
FLOODWAY BRIDGE

PROP. SERVICE
ROAD AND LEVEE
RELOCATION

BEGIN BRIDGE
STA. 844+43.71

STA. 835+56.00
PROP. DRAINAGE
STRUCTURE EXTENSION
WITH NEW GATE
STRUCTURE

PROP. DRAINAGE CHANNEL
(TO BE CONSTRUCTED BY OTHERS)

MAIN FLOODWAY

MAIN FLOODWAY

EXIST. LEVEE R.O.W.

STA. 880+17.21
END PROP. SERVICE
ROAD AND NEW LEVEE LOC.

10 MILES

STA. 872+39.00
BEG PROP. SERVICE
ROAD AND NEW LEVEE LOC.

23RD STREET

STATE OF TEXAS
CHRISTOPHER R. RODRIGUEZ
107692
LICENSED
PROFESSIONAL ENGINEER
06/29/2017

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4305
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9833
Fax : (956) 565-9118
908 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL
LEVEE RELOCATION
LAYOUT SHEET

SCALE: 1"=400'

SHEET 1 OF 3

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		678
TR:				
CK TR:				

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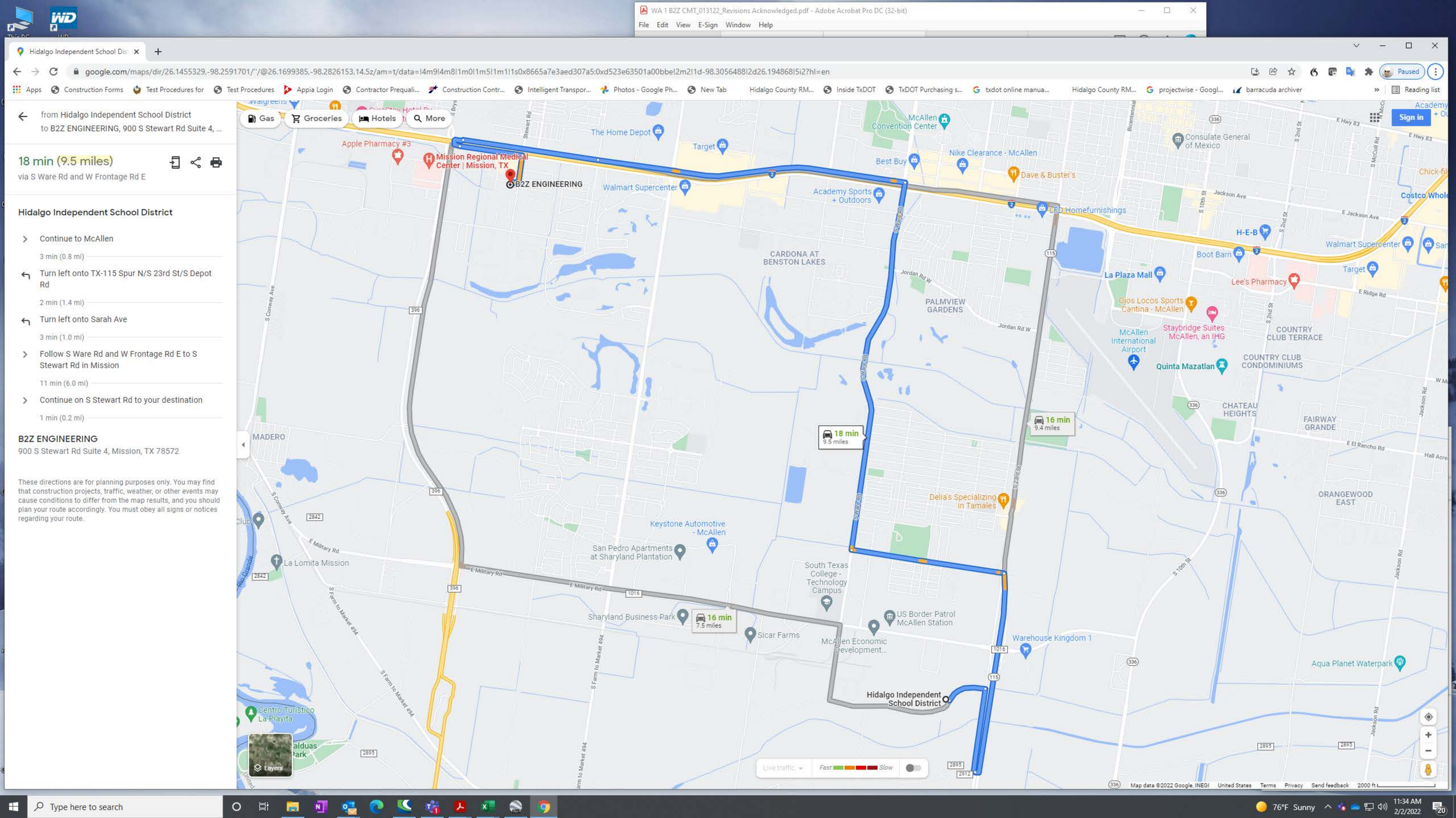
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from Hidalgo Independent School District
to B2Z ENGINEERING, 900 S Stewart Rd Suite 4, ...
18 min (9.5 miles)
via S Ware Rd and W Frontage Rd E
Hidalgo Independent School District
Continue to McAllen
3 min (0.8 mi)
Turn left onto TX-115 Spur N/S 23rd St/S Depot Rd
2 min (1.4 mi)
Turn left onto Sarah Ave
3 min (1.0 mi)
Follow S Ware Rd and W Frontage Rd E to S Stewart Rd in Mission
11 min (6.0 mi)
Continue on S Stewart Rd to your destination
1 min (0.2 mi)
B2Z ENGINEERING
900 S Stewart Rd Suite 4, Mission, TX 78572
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.
Gas
Groceries
Hotels
More
Sign in
Apple Pharmacy #3
Mission Regional Medical Center | Mission, TX
B2Z ENGINEERING
The Home Depot
Target
Walmart Supercenter
McAllen Convention Center
Best Buy
Nike Clearance - McAllen
Dave & Buster's
Academy Sports + Outdoors
LED Homefurnishings
Consulate General of Mexico
Costco Whole
H-E-B
Boot Barn
Walmart Supercenter
Target
La Plaza Mall
Lee's Pharmacy
Ojos Locos Sports Cantina - McAllen
Staybridge Suites McAllen, an IHG
McAllen International Airport
Quinta Mazatlan
COUNTRY CLUB TERRACE
COUNTRY CLUB CONDOMINIUMS
CHATEAU HEIGHTS
FAIRWAY GRANDE
ORANGEWOOD EAST
CARDONA AT BENSTON LAKES
PALMVIEW GARDENS
MADERO
18 min
9.5 miles
16 min
9.4 miles
16 min
7.5 miles
Delia's Specializing in Tamales
Keystone Automotive - McAllen
San Pedro Apartments at Sharyland Plantation
La Lomita Mission
South Texas College - Technology Campus
Sharyland Business Park
Sicar Farms
US Border Patrol McAllen Station
McAllen Economic Development...
Warehouse Kingdom 1
Aqua Planet Waterpark
Hidalgo Independent School District
Centro Turistico La Playita
Layers
Live traffic
Fast
Slow
Map data ©2022 Google, INEGI
United States
Terms
Privacy
Send feedback
2000 ft
Type here to search
76°F Sunny
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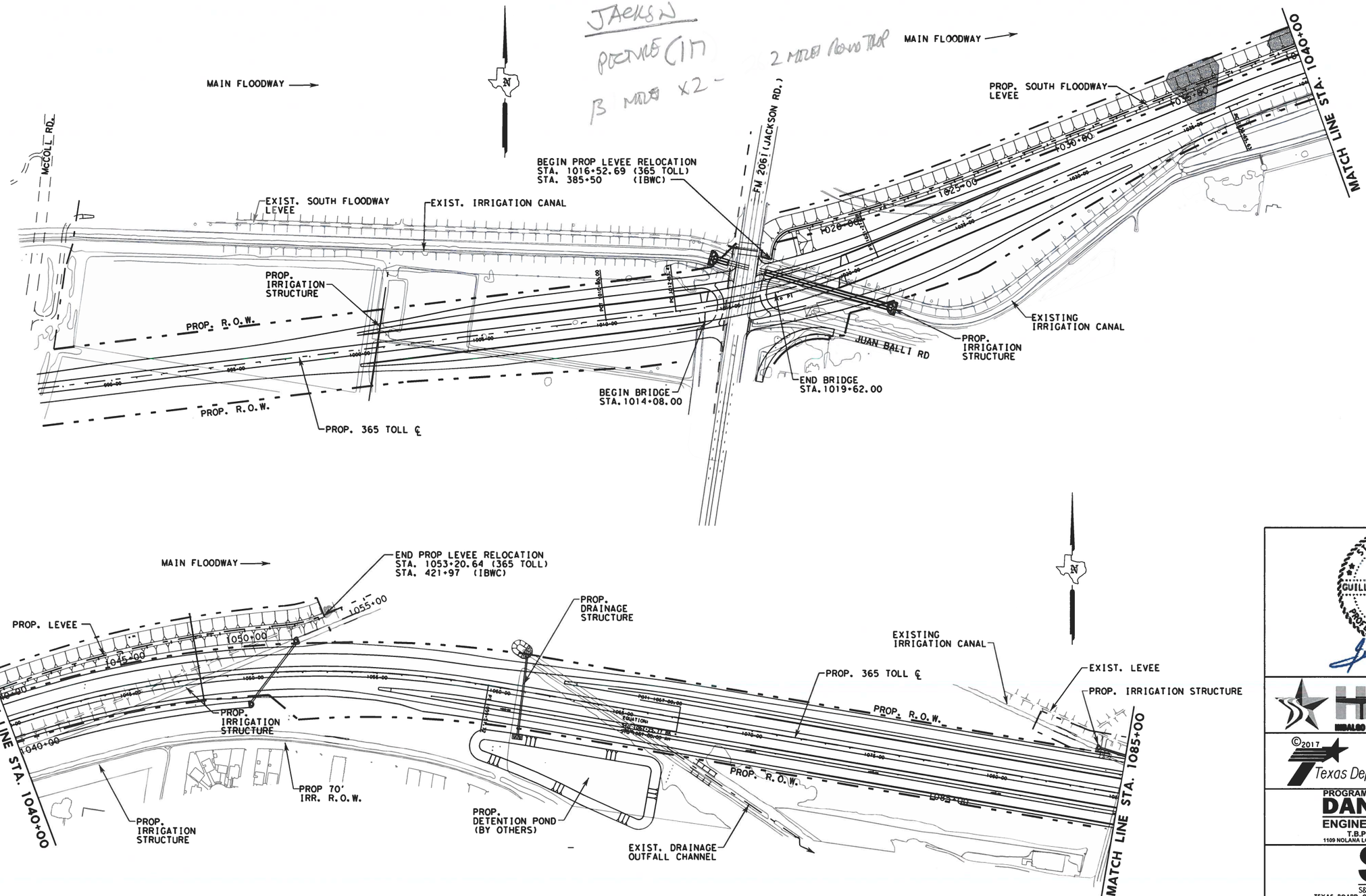
2/2/2022

JACKSON
PROVIDE CITY
B MILES x2 — 2 MILES TO TOLL



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STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER
6/30/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

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

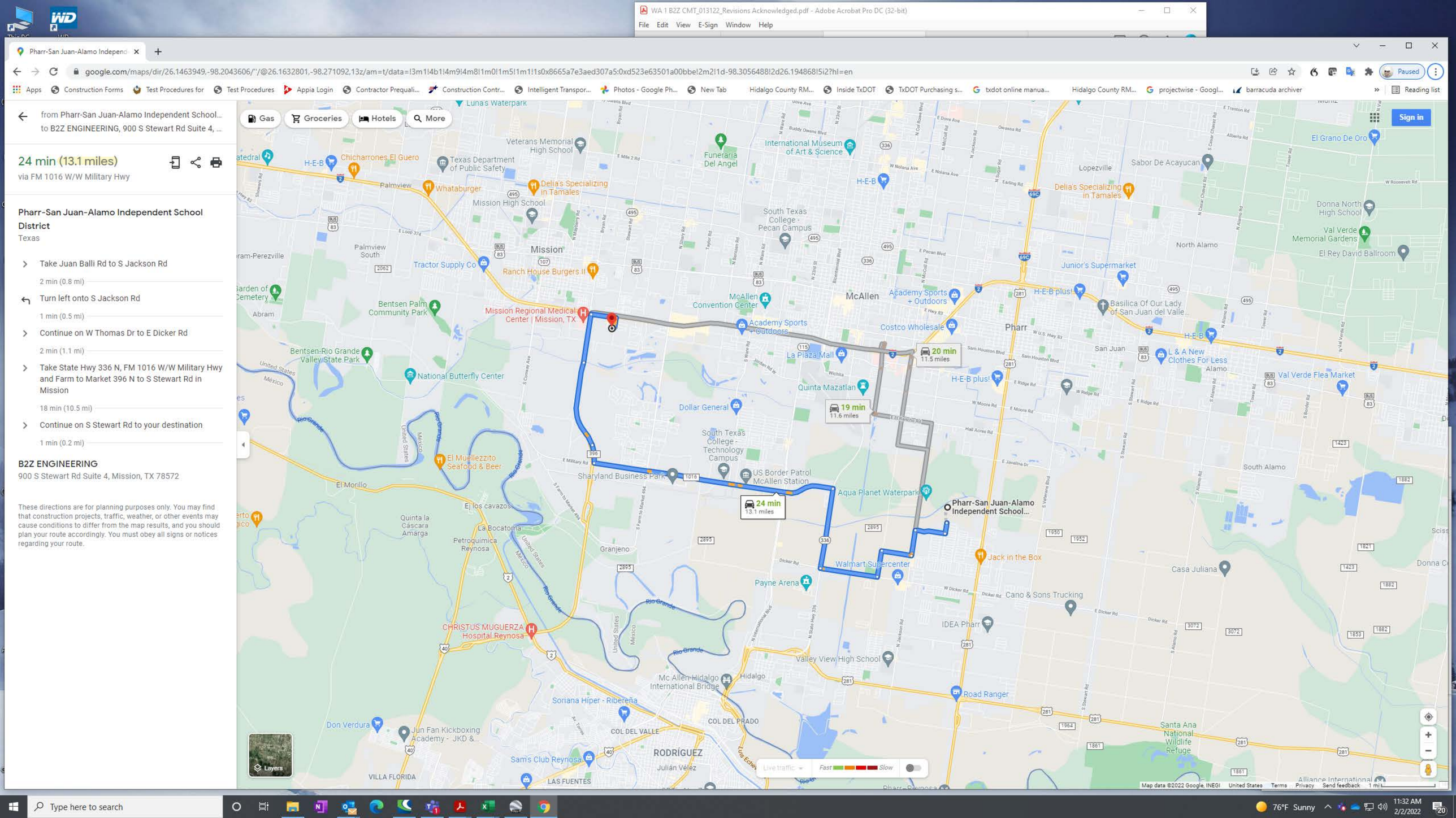
365 TOLL
PROJECT LAYOUT
LEVEE RELOCATION
MAIN FLOODWAY-SOUTH LEVEE

SCALE:
HOR: 1"= 400'

SHEET 2 OF 3

DN:					
CK DN:					
DW:					
CK DW:					
TR:					
CK TR:					

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		679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Pharr-San Juan-Alamo Independ
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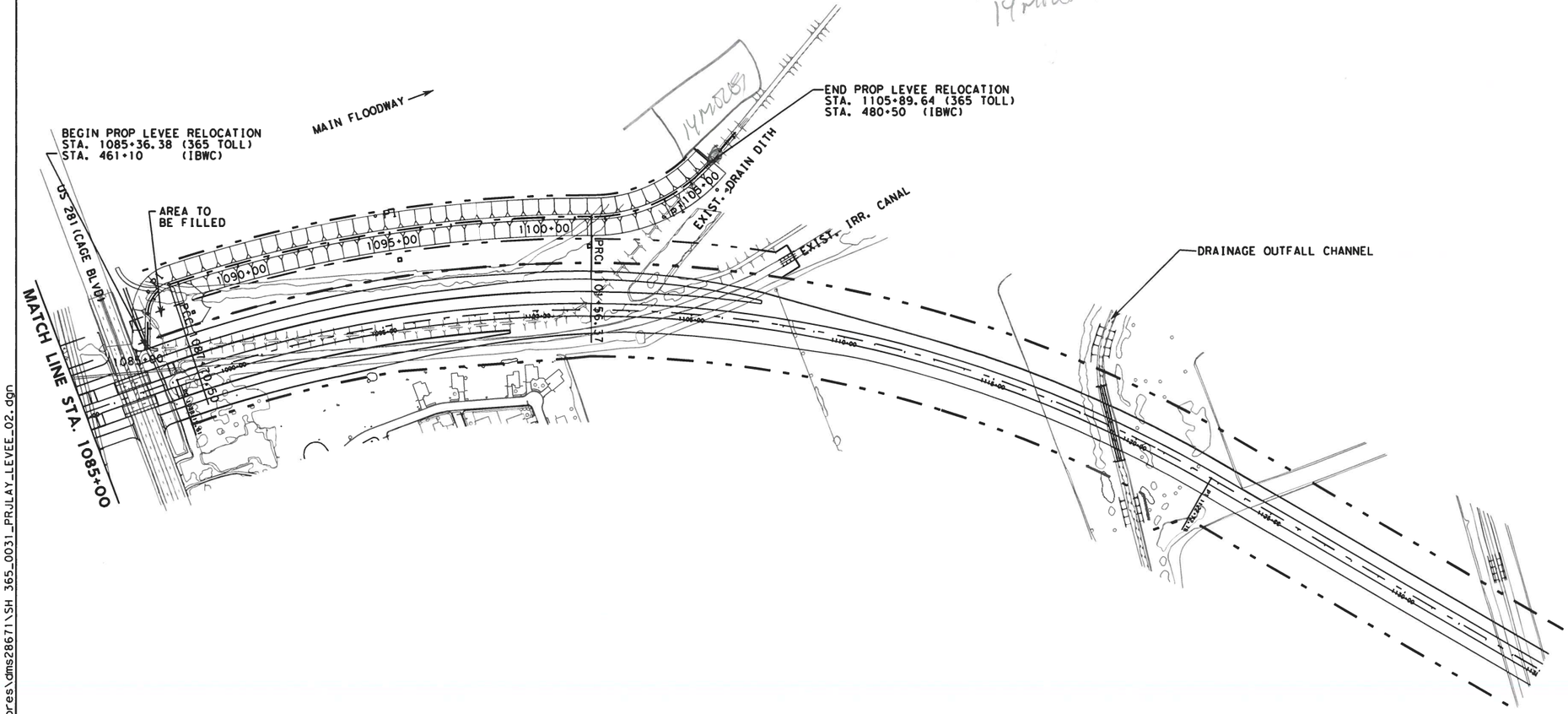
Apps Construction Forms Test Procedures for Test Procedures Appia Login Contractor Prequali... Construction Contr... Intelligent Transpor... Photos - Google Ph... New Tab Hidalgo County RM... Inside TxDOT TxDOT Purchasing s... txdot online manua... Hidalgo County RM... projectwise - Googl... barracuda archiver
Reading list
Paused
Sign in
from Pharr-San Juan-Alamo Independent School...
to B2Z ENGINEERING, 900 S Stewart Rd Suite 4, ...
24 min (13.1 miles)
via FM 1016 W/W Military Hwy
Pharr-San Juan-Alamo Independent School District
Texas
Take Juan Balli Rd to S Jackson Rd
2 min (0.8 mi)
Turn left onto S Jackson Rd
1 min (0.5 mi)
Continue on W Thomas Dr to E Dicker Rd
2 min (1.1 mi)
Take State Hwy 336 N, FM 1016 W/W Military Hwy and Farm to Market 396 N to S Stewart Rd in Mission
18 min (10.5 mi)
Continue on S Stewart Rd to your destination
1 min (0.2 mi)
B2Z ENGINEERING
900 S Stewart Rd Suite 4, Mission, TX 78572
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.
Gas Groceries Hotels More
20 min 11.5 miles
19 min 11.6 miles
24 min 13.1 miles
Pharr-San Juan-Alamo Independent School...
Mission Regional Medical Center | Mission, TX
McAllen Convention Center
Academy Sports + Outdoors
La Plaza Mall
Costco Wholesale
Quinta Mazatlan
Dollar General
Sharyland Business Park
US Border Patrol McAllen Station
Aqua Planet Waterpark
Walmart Supercenter
Payne Arena
Jack in the Box
Road Ranger
Valley View High School
IDEA Pharr
Cano & Sons Trucking
Casa Juliana
Mc Allen-Hidalgo International Bridge
Hidalgo
Soriana Híper - Ribereña
Sam's Club Reynosa
CHRISTUS MUGUERZA Hospital Reynosa
Layers
Live traffic
Fast
Slow
Map data ©2022 Google, INEGI
United States
Terms
Privacy
Send feedback
Type here to search
76°F Sunny
11:32 AM
2/2/2022

US281
PECAN (116)
14 MILES X2 = 28 MILES ROUND TRIP



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER
6/30/17

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

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

365 TOLL
PROJECT LAYOUT
LEVEE RELOCATION
MAIN FLOODWAY-SOUTH LEVEE

SCALE:
HOR: 1" = 400'

SHEET 3 OF 3

DN:					
CK DN:	CONT	SECT	JOB	HIGHWAY	
DW:	0921	02	368	365 TOLL	
CK DW:	DIST	COUNTY		SHEET NO.	
TR:	PHR	HIDALGO		680	
CK TR:					

DATE: 7/5/2017 8:14:42 AM
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Pharr-San Juan-Alamo Independ

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Apps | Construction Forms | Test Procedures for | Test Procedures | Appia Login | Contractor Prequali... | Construction Contr... | Intelligent Transpor... | Photos - Google Ph... | New Tab | Hidalgo County RM... | Inside TxDOT | TxDOT Purchasing s... | txdot online manua... | Hidalgo County RM... | projectwise - Googl... | barracuda archiver | Reading list

Paused

Pharr-San Juan-Alamo Independent Sch

B2Z ENGINEERING, 900 S Stewart Rd Sui

Add destination

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Send directions to your phone

via I-2 — 22 min — Best route — 11.7 miles

via S 2nd St/S Col Rowe Blvd and I-2 — 22 min — 11.9 miles

via S I Rd/S Veterans Blvd and I-2 — 24 min — 14.0 miles

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Bannworth Park | South Texas College - Pecan Campus | Sharyland High School | TLC Pharmacy #2 | McAllen Nature Center - (McAllen... | Alfredo Boxer Hernandez Stadium | Tip O' Texas RV Resort | La Curva Taqueria San Juan | Junior's Supermarket | Basilica Of Our Lady of San Juan del Valle... | Academy Sports + Outdoors | Consulate General of Mexico | McAllen Convention Center | Nike Clearance - McAllen | Best Buy | Dave & Buster's | The Home Depot | Target | IHOP | Mission Regional Medical Center | Mission, TX | B2Z ENGINEERING | Costco Wholesale | Walmart Supercenter | Sam's Club | Boot Barn | Lee's Pharmacy | Kura Sushi & Chinese Buffet | CVS | La Plaza Mall | Dollar General | Delia's Specializing in Tamales | Keystone Automotive - McAllen | San Pedro Apartments at Sharyland Plantation | South Texas College - Technology Campus | Amazon WTX4 | Sharyland Business Park | Sicar Farms | US Border Patrol McAllen Station | Warehouse Kingdom 1 | Aqua Planet Waterpark | McAllen Cold Storage | Jaime Escalante Middle School | Planet Fitness | San Juan City Park | St Jude Catholic Church | Stephen F. Austin Middle School | L & A New Clothes For Less | Cory's Cakes | Mayfield Park | PSJA Early College High School | PSJA Southwest Early College High School | Pharr-San Juan-Alamo Independent School...

24 min 14 miles | 22 min 11.7 miles | 22 min 11.9 miles

La Plaza Mall

4.6 ★★★★½ (11,135)

Shopping mall

Open until 8:00 PM

Layers

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76°F Sunny

11:29 AM 2/2/2022

SUMMARY OF LEVEE ITEMS

ITEM NO.			540-6001	540-6014	543-6006	543-6020	544-6001	644-6027	HCRMA 3541-01-01	HCRMA 3541-01-02	HCRMA 3541-01-03	HCRMA 6065-08-01	HCRMA 6068-09-01	HCRMA 6065-08-02	HCRMA 9079-90-02
STATION LIMITS			MTL W-BEAM GD FEN (TIM POST)	SHORT RADIUS	CABLE BARRIER SYSTEM (TL-4) (10'-0")	CABLE BARRIER TERMINAL SECTION (TL-4)	GUARDRAIL END TREATMENT (INSTALL)	IN SM RD SN SUP&AM TYS80(1)SA(P)	EXCAVATION	COMPACTED FILL * CLAY LINER SUBSIDIARY	TOP SOIL	GATE WELL STRUCTURE	SLUICE GATE	GATEWELL COVER (NON-PAY) (SUBSIDIARY)	REMOVE VEHICULAR GATE (NON-PAY) (SUBSIDIARY)
			LF	LF	LF	EA	EA	EA	(CY)	(CY)	(CY)	(EA)	(EA)	(EA)	(EA)
STA		STA	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST
WEST OF SP 115 (23RD ST) - NORTH LEVEE															
799+24.00	TO	806+00.00						1.00	1917.00	4639.00	1514.00				
806+00.00	TO	816+00.00							3576.00	19316.00	2559.00				
816+00.00	TO	826+00.00						1.00	2575.00	71068.00	2560.00				
826+00.00	TO	836+00.00							2575.00	76869.00	2546.00	1.00	1.00		
836+00.00	TO	843+00.00						1.00	2060.00	64397.00	1671.00	1.00	1.00		
843+00.00	TO	853+00.00							2685.00	71747.00	778.00				
853+00.00	TO	858+05.00							1379.00	17745.00	853.00				
872+74.00	TO	878+99.27									810.00				
WEST OF SP 115 (23RD ST) TOTAL			0.00	0.00	0.00	0.00	0.00	3.00	16767.00	325781.00	13291.00	2.00	2.00	0.00	0.00
WEST OF SP 115 (23RD ST) - SOUTH LEVEE															
872+39.00	TO	880+17.21							3213.00	42894.00	2800.00				
PAWLIK ACCESS ROAD															
CROSS ROAD AT LEVEE AT STA. 834+67.77									828.00	3795.00					
834+03.00	TO	839+00.00	100.00	75.00			1.00								
839+00.00	TO	846+26.00													
PAWLIK ACCESS ROAD TOTAL			100.00	75.00	0.00	0.00	1.00	0.00	828.00	3795.00	0.00	0.00	0.00	0.00	0.00
EAST OF FM 2061 (JACKSON ROAD) - SOUTH LEVEE															
1016+52.69	TO	1019+00.00			153	1			240.00	15888.00	225.00				1.00
1019+00.00	TO	1029+00.00			1,004				2382.00	55759.00	2187.00				
1029+00.00	TO	1039+00.00			1,000				2010.00	36333.00	1805.00				
1039+00.00	TO	1049+00.00			988				1941.00	37704.00	1731.00				
1049+00.00	TO	1053+20.00			334	1			328.00	3704.00	278.00				
EAST OF FM 2061 (JACKSON ROAD) TOTAL			0.00	0.00	3479.00	2.00	0.00	0.00	6901.00	149388.00	6226.00	0.00	0.00	0.00	1.00
EAST OF US 281 (CAGE BLVD) - SOUTH LEVEE															
1085+36.38	TO	1088+00.00			105	1			181.00	3582.00	156.00				
1088+00.00	TO	1097+00.00			862				1637.00	35065.00	1448.00				
1097+00.00	TO	1105+20.00			681	1			1763.00	26771.00	1193.00				
EAST OF US 281 (CAGE BLVD) TOTAL			0.00	0.00	1648.00	2.00	0.00	0.00	3581.00	65398.00	2798.00	0.00	0.00	0.00	0.00
PROJECT TOTAL			100.0	75.0	5,127.0	4.0	1.0	3.0	31,290.0	587,236.0	25,116.0	2.0	2.0	0.0	2.0

* NON-PAY - CLAY LINER TO BE SUBSIDIARY TO THIS ITEM

* * NON-PAY - FERTILIZER TO BE SUBSIDIARY TO ITEM 165

Round Trip 20 MILES

26.2 MI

28 MI

15725 TAD Canyon

PRODUCTION RATES TO ESTABLISH TRUCK / CHARGES

(EXCAV / FILL)

SP115 N. LEVEE 20 MI

4930 CY DAILY

330 TRUCKS — EXCAV. 325781 — FILL

45 TRUCKS — 7,500 MILES

SP115 S. LEVEE 42,844 20 MI

5 TESTS DAILY 46 DAYS

5 TESTS DAILY 9 DAYS

75 TRUCKS @ 1500 MILES

JACKSON S. LEVEE @ 26.2 MI 149,388

40.1 MILES / 55 TRUCKS

31 DAYS

812.2 MILES

US281 S. LEVEE @ 28 MI 65,398

70 TRUCKS — 1960 MILES

14 DAYS

392 MILES

13 521 MILES @ 600 TRUCKS

#31,126.

A3 09/29/2021 ADDENDUM #3

A3 10/30/2017

A2 10/23/2017

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 209 MCALLEN, TX 78504 (956) 682-3677

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-8105
2100 W. Expressway 83, Mercedes, TX. 78570, Phone: (956) 565-6033, Fax: (956) 565-9018
900 S. Stewart Rd., Ste. 10, Mission, TX. 78572, Phone: (956) 585-1969, Fax: (956) 585-1927

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

365 TOLL
SUMMARY OF LEVEE

SHEET 2 OF 2

DIST	COUNTY	SHEET NO.
PHR	HIDALGO	96

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL

DATE: 10/1/2021 10:13:25 AM
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SUMMARY OF LEVEE ITEMS

ITEM NO.			100-6002	164-6036	166-6002 NON PAY	247-6225	260-6006	260-6043	432-6001	432-6045	464-6003	467-6363	506-6020	506-6024	506-6038	506-6039
STATION LIMITS			PREPARING ROW	DRILL SEEDING (PERM) (RURAL) (CLAY)	FERTILIZER	FL BS (RDWY DEL) (TY E GR 4) (FNAL POS)	LIME TRT (EXST MATL) 6"	LIME (HYD, COM OR QK) (SLURRY)	RIPRAP (CONC) (4 IN)	RIPRAP (MOW STRIP) (4 IN)	RC PIPE (CL III) (18 IN)	SET (TY II) (18 IN) (RCP) (6: 1) (P)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
			STA	AC	TON	CY	SY	TON	CY	CY	LF	EA	SY	SY	LF	LF
STA		STA	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST	EST
WEST OF SP 115 (23RD ST) - NORTH LEVEE																
799+24.00	TO	806+00.00	6.76			200.00	1143.00	50.00								
806+00.00	TO	816+00.00	10.00			297.00	15222.00	74.00								
816+00.00	TO	826+00.00	10.00			297.00	15222.00	74.00								
826+00.00	TO	836+00.00	10.00			297.00	15222.00	74.00								
836+00.00	TO	843+00.00	7.00			208.00	10655.00	52.00								
843+00.00	TO	853+00.00	10.00			297.00	15222.00	52.00	966.00		136.00	4.00				
853+00.00	TO	858+05.00	5.05			150.00	7687.00	37.00								
872+74.00	TO	878+99.27	6.25			185.00	5147.00	25.00								
WEST OF SP 115 (23RD ST) TOTAL			65.06	0.00	0.00	1931.00	85520.00	438.00	966.00	0.00	136.00	4.00	0.00	0.00	0.00	0.00
WEST OF SP 115 (23RD ST) - SOUTH LEVEE																
872+39.00	TO	880+17.21	7.78			1008.00	20871.00	100.00	273.00							
PAWLIK ACCESS ROAD																
CROSS ROAD AT LEVEE AT STA. 834+67.77						88.00		2.97								
834+03.00	TO	839+00.00				208.00		7.02								
839+00.00	TO	846+26.00				212.00		7.16								
PAWLIK ACCESS ROAD TOTAL			0.00	0.00	0.00	508.00	0.00	17.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EAST OF FM 2061 (JACKSON ROAD) - SOUTH LEVEE																
1016+52.69	TO	1019+00.00	2.5	0.28	0.01	73.00	2894.00	14.00		3.75			156	156	495.00	495.00
1019+00.00	TO	1029+00.00	10.0	2.71	0.14	296.00	14155.00	70.00		24.50					2,000.00	2,000.00
1029+00.00	TO	1039+00.00	10.0	2.24	0.11	296.00	11900.00	59.00		24.50					2,000	2,000
1039+00.00	TO	1049+00.00	10.0	2.15	0.11	296.00	11551.00	57.00		24.20					2,000	2,000
1049+00.00	TO	1053+20.00	4.2	0.34	0.02	124.00	1813.00	9.00		8.48					840	840
EAST OF FM 2061 (JACKSON ROAD) TOTAL			36.70	7.72	0.39	1085.00	42313.00	209.00	0.00	85.43	0.00	0.00	156.00	156.00	7335.00	7335.00
EAST OF US 281 (CAGE BLVD) - SOUTH LEVEE																
1085+36.38	TO	1088+00.00	2.4	0.19	0.01	78.00	1085.00	5.00		2.60			156	156	482	482
1088+00.00	TO	1097+00.00	9.0	1.80	0.09	267.00	9820.00	49.00		21.20					1,800	1,800
1097+00.00	TO	1105+20.00	9.2	1.00	0.00	264.00	8180.00	40.00		16.68					1,832	1,832
EAST OF US 281 (CAGE BLVD) TOTAL			20.60	2.99	0.10	609.00	19085.00	94.00	0.00	40.48	0.00	0.00	156.00	156.00	4114.00	4114.00
PROJECT TOTAL			130.1	10.7	0.5	5,141.0	167,789.0	858.1	1,239.0	125.9	136.0	4.0	312.0	312.0	11,449.0	11,449.0

* NON-PAY - CLAY LINER TO BE SUBSIDIARY TO THIS ITEM

* * NON-PAY - FERTILIZER TO BE SUBSIDIARY TO ITEM 165

200 CY/MI N. 23RD 1921 CY
S. 23RD 1008 CY
ACCESS ROAD 508 CY
3447 CY 20 DAYS = 2 TRIPS X 20 = 40 MI
1085 CY
1908 CY
12 DAYS = 12 X 28 = 336 MILES
376 X $6 = $2256

A3 09/29/2021 ADDENDUM #3

A2 10/23/2017

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
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L&G Engineering
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Structural / Bridge
Environmental
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2100 W. Expressway 83, Mercedes, TX. 78570, Phone: (956) 565-6613, Fax: (956) 565-9018
900 S. Stewart Rd., Ste 10, Mission, TX. 78572, Phone: (956) 585-1969, Fax: (956) 585-1927

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

365 TOLL
SUMMARY OF LEVEE

SHEET 1 OF 2

Dsn		CONT	SECT	JOB	HIGHWAY
Ck Dsn		0921	02	368	365 TOLL
Drn	DIST	COUNTY			SHEET NO.
Ck Drn	PHR	HIDALGO			95
Trn					
Ck Trn					

DATE: 9/30/2021 4:57:18 PM
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WO#1
OKISOMC

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		6.00	
**Admin/Clerical					Hour	244	$61.95	$15,115.80
							Item Subtotal	$92,330.24

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		6.00	
**Admin/Clerical					Hour	14	$61.95	$867.30
							Item Subtotal	$7,447.60

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		2.	
**Admin/Clerical					Hour	10	$61.95	$619.50
							Item Subtotal	$5,239.96

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		4.	
**Admin/Clerical					Hour	17	$61.95	$1,053.15
							Item Subtotal	$7,521.81

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		2.	
**Admin/Clerical					Hour	34	$61.95	$2,106.30
							Item Subtotal	$7,291.62

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) =	$123,707.11
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 :	$141,817.51
Contingency (Estimated at 10%)	$14,181.75
Constuction Materials Testing Total	**$155,999**

WO#1 SUPPLEMENTAL

IBWC 21 SPECS

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County RMA SH 365 Toll
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	Every 1,000 CY	included with PI	Each			
Plasticity Index		Tex-106-E	Every 1,000 CY		Each	600	$75.00	$45,000.00
USCS		ASTM D2487		included with PI				
Gradation		Tex-110-E	Every 1,000 CY		Each	600	$68.00	$40,800.00
Moisture/Density		Tex-114-E	One per 2,000 CY		Each	300	$215.00	$64,500.00
In-Place Density		Tex-115-E	Every 250 CY		Each	2,400	$50.00	$120,000.00
Crumb		ASTM D6572	Every 1,000 CY		Each	600	$60.00	$36,000.00
Pinhole		ASTM D4647	Every 1,000 CY		Each	600	$400.00	$240,000.00
Double Hydrometer		ASTM D4221	Every 1,000 CY		Each	600	$315.00	$189,000.00
Lab Moisture Content		ASMT D2216	Every 20 Density Test		Each	120	$13.00	$1,560.00
Tech Time (Soils)				PI,Gr,MD & FD	Hour	9,700	$68.02	$659,794.00
# of Trips (Tech)				~~1,400~~ Trips (~~40 Miles RT~~)	Mile	56,000	$6.000	$336,000.00
**Admin/Clerical				600 748	Hour	565	$61.95	$35,001.75
							Item Subtotal	$1,767,655.75

$81,126

$1,527,781.75

Cut 30890 CY / Fill 600908 CY

/ 5000 — 7 — 120 — 127

/ 10000 — 4 — 60 — 64

1,200.00
1,200.00
1,200.00
6,100.00
9,700.00

2.5 Mile Section of Job = Test At Least Every 1/4 Mile or 2 per Leg (Inc. to 10)

2hrs*600=1,200 hrs
2hrs*600=1,200 hrs
2hrs*600=1,200 hrs
(5hrsx600-PI/Grad)+(5hrsx300-MD)+(2400/3=800*2hrs)=3,000+1,500+1,600=6,100 hrs
300 trips (PI/Grad/MD) +300 (Pin, Crumb, Double Hydrometer) + 800 trips (FD (assume 3 Dens per trip)= 1,400
(1,400rpts*25)=$35,000/61.95=565

$1,767,655.75

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

Slurry Lime

$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~~ 376	$6.000	~~$3,600.00~~ $2,256
**Admin/Clerical					Hour	14	$61.95	~~$867.30~~ $9,203.60
							Item Subtotal	~~$11,047.60~~

167,789 SY

Lime Trt Subgrade
167789 SY — 6" Thick
27965 CY

27965/3000 — 1 - Inc. to 10 (2 per Leg)
(5x5-PI/Grad)+(5x1-MD)+(3x10-FD) 25+5+30=60+5hrs mileage = 65hrs
5 trips (PI/Grad/MD/PulvGrad) + 10 trips (FD (assume 1 Dens per trip)
10rpts*25=$250/61.95-4hrs +10= 14hrs

$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)				19 ~~10 Trip (40 Miles RT)~~	Mile	376 ~~400~~	$6.000	~~$2,400.00~~ $2,256
**Admin/Clerical					Hour	10	$61.95	$619.50
							Item Subtotal	~~$7,639.96~~ $7485.96

Flexible Base (CY)
5141 CY

(5x2-PI/Grad)+(5x1-MD)+(5x1-Wet Ball/Triaxial) 3hs 10+5+5=20
Assume 10 trip
3*25=175/61.95=3+7= 10hrs

$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	$6.000	$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	$6.000	$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	320	$6.000	
**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) =	$1,814,632.62
Engineering Lab Manager (500 hrs x 94.71 Hr.)	$47,355.00
Project Engineer (QA/QC of CMT) (250hrs x 133.98 Hr.)	$33,495.00
Total :	$1,895,482.62
Contingency (Estimated at 10%)	$189,548.26
Constuction Materials Testing Total	**$2,085,030.88**

Concrete (Cl C)
Approx 66 CY (2 - Each Gatewell)
Sta. 836+00 and Sta. 843+00
To be casted in 4 placements(Floor, Bottom , Top wall and platform)

Hours of Coarse/Fine Aggr Sampling (2 Day ~ 8 hrs each)
8 Days at 5 Hours Per Day (incl cyl pick-up)
8 Day + 18 Day (Cyl Pick-up) = 16

7hrs mileage +40hrs = 47 hrs.

12*25=$300/61.95=5 hrs+12hr=17hrs.
$12,801.81

Class A - Curb/Riprap

		Sets	Increase	
Riprap (4")	1084 CY	6	6	2 Locations

12 Days at 5 Hours Per Day (incl cyl pick-up) 60+6 mileage= 66 hrs.
12 Days + 6 Days
24rpts*25=$600/61.95=10hrs+24=34hrs
$11,611.62

Concrete	# of Days	Hrs/Day	Total	
~~Class A~~	0	4	0	
Class C	8	2	16	Change based on small Contract
	8		16	

1840/68.02=27hrs +16= 43hrs — Change based on small Contract
8*25=$200/61.95=3+8= 12
$2,375.88

652
326
163

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-14

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 WITH B2Z ENGINEERING FOR MATERIAL TESTING SERVICES ON THE PROPOSED WETLAND MITIGATION FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 22nd day of February, 2022, 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 on September 28, 2021 the Authority approved Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and Resolution 2021-43 Work Authorization 1 to the Professional Service Agreement with B2Z Engineering, LLC, for Construction Material Testing in the 365 Tollway Project in the amount of $201,143.26.

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

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

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

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

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

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

*****

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

~~S. David Deanda, Jr., Chairman~~
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

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

WORK AUTHORIZATION NO. 2
AGREEMENT FOR ENGINEERING SERVICES

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

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

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

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

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

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

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

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

February 3, 2022

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

Reference: HCRMA Wetland Mitigation Site – WA#2 Proposal

Dear Mr. Navarro:

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

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

Sincerely,
B2Z Engineering, LLC.

Hector Cantu
Corporate Laboratory Manager

Attachments: Cost Estimate

PRIME PROVIDER NAME: B2Z ENGINEERING, LLC
PROJECT CSJ: xxxx-xx-xxx, etc.
PROJECT LIMITS: HCRMA Wetland Mitigation Site

EXHIBIT D
FEE SCHEDULE
METHOD OF PAYMENT - PER CONTRACT AND WA

Contract Number HCRMA CMT
Work Authorization No. 2

TASK DESCRIPTION	SNR PROJECT MANAGER	SNR GEO ENG	GEO ENG	PRJ ENG	EIT	ENG LAB MANAGER	ENG TECH	CADD OPERATOR	ADMIN CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
LABOR (FIELD, REPORTING, MISC.)												
5. Geotechnical Borings and Investigations										0		
a). Manage, Coord., & Boring Log / Geo Data Creation										0		
a-1). Management, Oversight, Invoicing, etc.	2		4						4	10		
a-2). Coordination of Field Activities			4							4		
a-3). Stake Borings/Utility Locates/Coord. - Eng. Tech							8			8		
a-4). Field Logging - Eng. Tech							48			48		
a-5). Boring Log / Geo Data Creation		4	16		32					52		
a-6). Resistivity Testing - Eng. Tech			2				40			42		
b). Engineering & Evaluation of Data										0		
c). Geo Report										0		
c-1). Technical Memorandum (Data Report)	2	4	16		4			4	4	34		
c-2). Meetings/Coord. (Coord. Time w/ Client)	4	4							4	12		
d). Miscellaneous Tasks										0		
d-1). Monitoring Piezometers (and Closing Piezometers After 1 Year Monitoring 1 Time / Month)			4			4	60			68		
										0		
HOURS SUB-TOTALS	8	12	46	0	36	4	156	4	12	278	0	
CONTRACT RATE PER HOUR	$ 186.90	$ 166.32	$ 136.40	$ 133.98	$ 88.00	$ 94.71	$ 76.70	$ 78.20	$ 61.95			
TOTAL LABOR COSTS	$1,495.20	$1,995.84	$6,274.40	$0.00	$3,168.00	$378.84	$11,965.20	$312.80	$743.40	$26,333.68		
% DISTRIBUTION OF STAFFING	2.88%	4.32%	16.55%	0.00%	12.95%	1.44%	56.12%	1.44%	4.32%			
SUBTOTAL (FC 110)										**$26,333.68**		
UNIT COSTS (FIELD, TEST)	**# OF UNITS**	**COST**	**UNIT**									
Soil Boring with Standard Penetration Test (SPT)	270	$ 32.00	LF	N/A							$8,640.00	
Grouting of Bores	330	$ 5.00	LF	N/A							$1,650.00	
Piezometer - 2 inch (including well completion and installation)	60	$ 40.00	LF	N/A							$2,400.00	
Casagrande Type Piezometers (materials)	3	$ 325.00	each	N/A							$975.00	
Determining Moisture Content in Soil Materials	120	$ 13.00	each	Tex-103-E							$1,560.00	
Atterberg Limits (LL, PL, PI)	35	$ 75.00	each	Tex-104-6-E							$2,625.00	
Percent Passing No. 200 Sieve	35	$ 65.00	each	Tex-111-E							$2,275.00	
Particle Size Analysis of Soils (Sieve) 110-E Part I	15	$ 68.00	each	Tex-110-E							$1,020.00	
Particle Size Analysis of Soils (Hyd) 110-E Part II	15	$ 78.00	each	Tex-110-E							$1,170.00	
Unconfined Compressive Strength (Soil)	20	$ 62.00	each	ASTM D2166							$1,240.00	
Unconsolidated Undrained (UU) Triaxial Test (per stage)	20	$ 250.00	each	Tex-118-E							$5,000.00	
Determining Sulfate Content in Soils - Colorimetric Method	10	$ 68.33	each	Tex-145-E							$683.30	
Organic Content Using UV-VIS	10	$ 85.00	each	Tex-148-E							$850.00	
Determining Soil pH	10	$ 45.00	each	Tex-128-E							$450.00	
Chloride Ion (Water)	10	$ 300.00	each	ASTM D516							$3,000.00	
Resistivity of Soils (Wenner Four-Electrode Method) - FIELD TEST	10	$ 600.00	each	ASTM G57							$6,000.00	
Permeability Test	10	$ 550.00	each	ASTM D5084							$5,500.00	
Oxidation-Reduction Potential (Water)	10	$ 300.00	each	ASTM D1498							$3,000.00	
SUBTOTAL UNIT COST ITEMS											**$48,038.30**	
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST**	**UNIT**									
Mobilization /Demoblilization	6	$ 400.00	each								$2,400.00	
SUBTOTAL OTHER DIRECT EXPENSES											**$2,400.00**	

SUMMARY	
TOTAL COSTS FOR PROVIDER	$26,333.68
NON-SALARY (UNIT COST ITEMS) FOR PROVIDER	$48,038.30
NON-SALARY (OTHER DIRECT EXPENSES) FOR PROVIDER	$2,400.00
GRAND TOTAL	**$76,771.98**

WETLAND MITGATION SITE
PROPOSED BORING LOG LOCATIONS
Legend
2895
B-AR-01
B-AR-01
B-PB-04
B-PB-04
B-AR-02
B-AR-02
B-AR-03
B-AR-03
B-PB-05
B-WA-13
B-WA-14
B-WA-15
B-WA-12
B-WA-12
B-WA-14
B-WA-10
B-WA-11
B-WA-09
B-WA-09
B-PB-03
B-PB-03
B-PB-06
B-WA-08
B-WA-08
B-WA-06
B-WA-07
B-WA-06
B-WA-05
B-WA-04
B-WA-04
B-WA-03
B-WA-03
B-WA-01
B-WA-02
B-WA-01
B-PB-02
B-PB-02
B-PB-01
B-PB-01
N
1000 ft
Google Earth

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

~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	~~$ 57.83~~			
84	Unconf ned Compress on Test (So)	ASTM D2166	each	$ 62.00			
85	Unconf ned Compress on Test (oc)	ASTM D2938	each	$ 76.00			
86	Unconf ned Compress on Test (oc) (Method D)	ASTM D7012	each	$ 57.25			
	Unconsolidated Undrained (UU) Triaxial Compression Test						
87	1. Set of Three	Tex-118-E	set	$ 275.00			
88	2. Multistage	Tex-118-E	each	$ 250.00			
	Consolidated Undrained (CU) Triaxial Compression Test						
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,220.00			
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,040.00			
	Consolidated Drained (CD) Triaxial Compression Test						
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 860.00			
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 820.00			
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 475.00			
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00			
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 589.80			
96	es ent Modu us (f ne-gra ned so s)	AASHT T307	each	$ 950.00			
	Hot Mix Asphalt Testing						
97	Seve Ana ys s of F ne and Coarse Aggregates	Tex-200-F	each	$ 68.33			
98	Bu Spec f c Grav ty and Water Absorpt on of Aggregates	Tex-201-F	each	$ 76.00			
99	Apparent Spec f c Grav ty of Mater a F ner Than 180 µm (No. 80) S eve	Tex-202-F	each	$ 52.00			
100	Sand Equivalent Test	Tex-203-F	each	$ 78.00			
101	Labortory Method of M x ng B tum nous M xtures	Tex-205-F	Set of 3	$ 105.00			
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 90.00			
103	Determ n ng Bu Spec f c Grav ty of Compacted B tum nuous M xtures	Tex-207-F ( )	each	$ 30.00			
104	Determ n ng n-P ace Dens ty of Compacted B tum nuous M xtures (Nuc ear Method)	Tex-207-F ( )	each	$ 30.00			
105	Aspha t o ng Pattern (Nuc ear Method)	Tex-207-F (V)	each	$ 82.00			
106	Segregat on Prof e	Tex-207-F (V)	each	$ 175.00			
107	Jo nt Dens ty	Tex-207-F (V)	each	$ 175.00			
108	Test of Stab ometer Va ue of B tum nous M xtures	Tex-208-F	set of 3	$ 120.00			
109	Determ n ng Aspha t Content of B tum nous M xtures by Extract on	Tex-210-F	each	$ 147.81			
110	ecovery of Aspha t from B tum nou M xtures by the Abson Pro	Tex-211-F	each	$ 218.00			
111	Determ n ng Mo sture Content of B tum nous M xtures	Tex-212-F	each	$ 54.00			
112	Determ n ng Hydrocarbon-Vo at e Content of B tum nous M xture	Tex-213-F	each	$ 110.00			
113	Determ n ng De eter ous Mater a and Decantat on Test for Coarse Aggregates	Tex-217-F	each	$ 78.84			
114	nd rect Tens e Strength Test	Tex-226-F	each	$ 475.00			
115	Theoret ca Max mum Spec f c Grav ty of B tum nous M xtures	Tex-227-F	each	$ 95.00			
116	Determ n ng Aspha t Content of B tum nous M xtures by the Nuc ear	Tex-228-F	each	$ 60.00			
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 60.00			
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00			
119	Determ n ng Aspha t Content from Aspha t Pav ng M xtures by the gn t on Method	Tex-236-F	each	$ 130.00			
120	Asphalt Release Agents	Tex-239-F	each	$ 75.00			
121	Superpave Gyratory Compact ng of Test Spec mens of B tum nous	Tex-241-F	each	$ 130.00			
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 236.51			
123	Tack Coat Adhesion	Tex-243-F	each	$ 104.09			
124	Threma Prof e	Tex-244-F	each	$ 126.14			
125	Cantabro Loss	Tex-245-F	each	$ 190.00			
126	Permeab ty or Water F ow of Hot M x Aspha t	Tex-246-F	each	$ 68.00			
127	Overlay Test	Tex-248-F	set of 3	$ 675.00			
128	Flat and Elongated Particles	Tex-280-F	each	$ 58.29			
129	Samp ng B tum nous Mater a s, Pre-Mo ded Jo nt F ers, and Jo nt	Tex-500-C	each	$ 60.00			
130	Asphalt Binder Water in Petroleum	501-C AASHT	each	$ 93.00			
131	Penetrat on of B tum nous Mater a s	502-C AASHT	each	$ 75.00			
132	Duct ty of Aspha t Mater a s	503-C AASHT	each	$ 110.00			
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHT	each	$ 60.00			
134	Soften ng Po nt of B tumen (ng and Ba Apparatus	505-C AASHT	each	$ 90.00			
135	So ub ty of B tum nous Mater a s	507-C AASHT	each	$ 100.00			
136	Spec f c Grav ty	08-C AASHT	each	$ 70.00			
137	Spot Test of Aspha t c Mater a s	09-C AASHT	each	$ 155.00			
138	Effect of Heat and A r on Aspha t Mater a s (Th n-F m ven Test)	510-C AASHT	each	$ 63.00			
139	F ash Po nt w th Tag pen-Cup Apparatus for Use w th Mater a H	512-C AASHT	each	$ 68.00			
140	Saybolt Viscosity	513-C AASHT	each	$ 75.00			
141	Cutbac Aspha ts - Spec f c Grav ty, AP Grav ty, or Dens ty of Cutbac Aspha ts by Hdyrometer Method; Emu s f ed Aspha ts - We ght per Ga on of Emu s f ed Aspha t	Tex-514-C ASTM D3142 ASTM D244	each	$ 130.00			
142	D st at on of Cutbac Aspha t Products	515-C AASHT	each	$ 170.00			
143	F oat Test for B tum nous Mater a s	519-C AASHT	each	$ 70.00			
144	Standard Test Method for Emu s f ed Aspha ts	521-C AASHT	each	$ 190.00			
145	V scos ty of Aspha ts by Vacuum Cap ary V scometer	28-C AASHT	each	$ 35.00			
146	K nemat c V scos ty of Aspha ts (B tumens)	29-C AASHT	each	$ 75.00			
147	Bo Test (Effect of Water on Pav ng M x)	Tex-530/531-C	each	$ 130.00			
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 100.00			
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 130.00			
150	Determ n ng Po ymer Add t ve Percentages n Po ymer Mod f ed	Tex-533-C	each	$ 60.00			
151	Ca cu at ng V scos ty from Penetrat on	Tex-535-C	each	$ 75.00			
152	E ast c ecovery of Tens e Deformat on Us ng a Duct ometer	Tex-539-C	each	$ 65.00			
153	Measurement of Po ymer Separat on on Heat ng n Mod f ed Aspha at	Tex-540-C	each	$ 95.00			
154	o ng Th n F m ven Test for Aspha t B nders	41-C AASHT	each	$ 110.00			
155	F exura Creep St ffness Us ng the Bend ng Beam heometer	AASHTO T313	each	$ 200.00			
156	Determ n ng heo og ca Propert es of Aspha t B nder Us ng a Dy	AASHT T315	each	$ 120.00			
157	Determ n ng Brea ng ndex for Aspha t Emu s ons	Tex-542-C	each	$ 215.00			
158	es ence Test for Sea ants and epa r Mater a s	Tex-547-C	each	$ 250.00			
159	Tensile Strain to Failure	Tex-548-C	each	$ 60.00			
160	Cone Flow Test	Tex-549-C	each	$ 55.00			
161	F ex b ty Test for Sea ants and epa r Mater a s	Tex-550-C	each	$ 250.00			
162	Sett ement of Sea ants and epa r Mater a s	Tex-551-C	each	$ 88.00			
	Concrete & Aggregate Testing						
163	Seve Ana ys s for Conc. Agg	Tex-401-A	each	$ 73.58			
164	F neness Modu us for Conc. Agg	Tex-402-A	each	$ 18.00			
165	SSD Spec f c Grav ty / Absorpt on Conc. Agg	Tex-403-A	each	$ 78.00			
166	Un t We ght of Conc. Agg	Tex-404-A	each	$ 40.00			
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00			
168	Decantat on for Conc. Agg	Tex-406-A	each	$ 54.00			
169	rgan c mpur t es for Conc. Agg	Tex-408-A	each	$ 52.00			
170	Free Mo sture and Water Absorpt on n Aggregate for Concrete	Tex-409-A	each	$ 65.00			
171	L.A. Abrasion	Tex-410-A	each	$ 400.00			
172	5 Cyc e Magnes um Soundness	Tex-411-A	each	$ 450.00			
173	De eter ous Mater a for Conc. Agg	Tex-413-A	each	$ 60.00			
174	A r Content of Fresh Concrete by Vo umeter c	Tex-414-A	each	$ 30.00			
175	S ump of Fresh Concrete	Tex-415-A	each	$ 23.00			
176	A r Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 26.28			
177	Un t We ght, Y e d and A r Content (Grav metr c) of Concrete	Tex-417-A	each	$ 35.00			
178	Comp. Strength of Cy . Conc. Spec men	Tex-418-A	each	$ 15.00			
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00			
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00			
181	Absorpt on and Dry Bu Spec f c Grav ty of L ghtwe ght Coarse	Tex-433-A	each	$ 95.00			
182	Test F ow of Grout M xtures (F ow Cone Method)	Tex-437-A	each	$ 65.00			
183	Acce erated Po sh Test for Coarse Aggregate	Tex-438-A	each	$ 675.00			

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

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

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

Length: N/A

Highway: 365TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

A. Copies of any certificates issued by ACI and TXAPA ;
B. Original written examinations or proof of written exam utilizing TxDOT web-based application 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. QA 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: 2019-1), 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 2019. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:

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

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

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

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

E. Enter all test data in APPIA.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-15

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 WITH B2Z ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 1 SUPPLEMENTAL NUMBER 1 AND WORK AUTHORIZATION NUMBER 2 FOR MATERIAL TESTING SERVICES ON THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 22nd day of February, 2022, 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 on September 28, 2021 the Authority approved Resolution 2021-42 Approval of Award of Contract by and between the B2Z Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and Resolution 2021-43 Work Authorization 1 to the Professional Service Agreement with B2Z Engineering, LLC, for Construction Material Testing in the 365 Tollway Project in the amount of $201,143.26.

WHEREAS on February 22, 2022 the Authority approved Resolution 2022-13 Supplemental Work Authorization #1 to Work Authorization #1 for Construction Material Testing Services to B2Z Engineering for implementation of the new IBWC Testing Requirements in the amount of $1,668,747.42; and

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

WHEREAS the Authority considers and approves Resolution 2022-15 for Contract Amendment Number 1 to the Professional Services Agreement with B2Z Engineering to increase the maximum amount payable amount from $201,143.26 to $1,946,662.66 for a total increase of $1,745,519.40 for Work Authorization Number 1 Supplemental 1 and Work Authorization Number 2.

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 3 to the Professional Services Agreement with B2Z Engineering, Inc. for Work Authorization 1 Supplement 1 and Work Authorization 2 to increase the maximum amount payable to $1,946,662.66 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 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 22nd day of February 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman
FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment Number 1 to the

Professional ServiceAgreement with

B2Z Engineering, LLC. for

Construction Material Testing Services

ATTACHMENT D-3

CONTRACT AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation & Article V Work Authorizations 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 following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $201,143.26 to $1,946,662.66 for a total increase of $1,745,519.40 for SA#1 to Work Authorization No. 1 and Work Authorization No. 2 for Construction Material Testing Services.

This Supplemental Agreement No. 1 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)
Aisha Gonzalez .	Pilar Rodriguez
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

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

APPROVAL OF FISCAL YEAR 2021 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT

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

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

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

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

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

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

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

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

Section 2. The Board accepts the Fiscal Year 2021 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2021

AUDITED ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2021

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Hidalgo County Regional Mobility Authority

BOARD OF DIRECTORS

S. David Deanda Jr. - Chairman

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

EXECUTIVE DIRECTOR

Pilar Rodriguez, P.E.

CHIEF FINANCIAL OFFICER

Jose H. Castillo

Audited Annual Financial Report

For the Year Ended
December 31, 2021

Hidalgo County Regional Mobility Authority

AUDITED ANNUAL FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2021

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on the Audit of the Financial Statements

Opinions

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

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

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

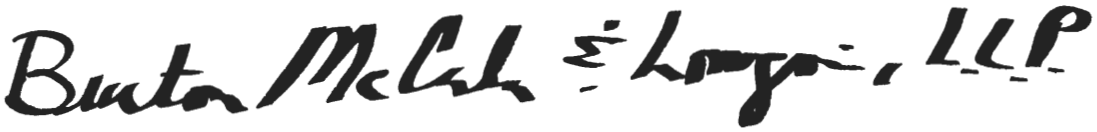
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

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



McAllen, Texas
March 16, 2022

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

FINANCIAL HIGHLIGHTS

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

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

FINANCIAL ANALYSIS OF THE AUTHORITY

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

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

Authority's Net Position

Table 1 - Dollars in Millions

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

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

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

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

Authority's Changes in Net Position

Table 2 - Dollars in Millions

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

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

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

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

Authority's Capital Assets

(Net of Depreciation)

Table 3- Dollars in thousands

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

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

Long-Term Obligations

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

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

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

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

ECONOMIC FACTORS AND NEXT YEAR

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

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

REQUESTS FOR INFORMATION

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

BASIC FINANCIAL STATEMENTS

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

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

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

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

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

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

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

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

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

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

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

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

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

B. Basis of Accounting

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

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

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

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

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

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

D. Capital Assets

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

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

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

E. Restricted Assets

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

F. Receivables

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

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

G. Net Position

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

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

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

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

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

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

I. Estimates

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

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

J. Personnel Liabilities

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

K. Income Taxes

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

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

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

M. Reclassifications

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

N. Rounding Adjustments

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

NOTE II - DETAILED NOTES ON THE AUTHORITY'S ACTIVITY

A. Cash and Investments

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

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

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

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

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

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

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

A. Cash and Investments – *(Continued)*

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

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

Interest Rate Risk

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

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

Credit Risk

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

Custodial Credit Risk

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

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

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

A. Cash and Investments – (*Continued*)

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

B. Unearned Revenue

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

C. Capital Assets

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

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

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

C. Capital Assets— *(Continued)*

Increase in construction in progress consists of the following:

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

D. Non-capitalized Construction Costs

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

E. Long-Term Obligations

1. Revenue bonds

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

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

E. Long-Term Obligations (*Continued*)

1. Revenue bonds (*Continued*)

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

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

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

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

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

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

E. Long-Term Obligations (*Continued*)

1. Revenue bonds (*Continued*)

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

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

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

2. Arbitrage

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

F. Finance-Related Legal and Contractual Provisions

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

Violation	Action Taken
None	Not applicable

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

G. Operating Lease Commitments

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

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

NOTE III - OTHER INFORMATION

A. City Contributions

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

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

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

B. Litigation

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

NOTE III - OTHER INFORMATION - (*Continued*)

C. Project Commitments

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

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

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

D. Impairment of Assets

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

E. Letter of Credit

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

F. Major Vendors

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

NOTE III - OTHER INFORMATION - (*Continued*)

G. New Accounting Pronouncements

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

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

H. Subsequent Events

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

REPORTS REQUIRED UNDER
GOVERNMENT AUDITING STANDARDS

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

To the Board of Directors
Hidalgo County Regional Mobility Authority

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

Report on Internal Control over Financial Reporting

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

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

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

Report on Compliance and other Matters

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

Purpose of This Report

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

McAllen, Texas
March 16, 2022

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

RESOLUTION APPROVING 2021 ANNUAL COMPLIANCE REPORT

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

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

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

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

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

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

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

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

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

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

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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 22nd day of March 2022, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2021 COMPLIANCE REPORT

Hidalgo County Regional Mobility Authority

Compliance Report

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

§26.65(a) Annual Reports to the Commission

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Hidalgo County Regional Mobility Authority that:

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

Section 2. The Board hereby approves the Interlocal Agreement between the Texas Department of Transportation and the Authority, attached hereto as Exhibit A.

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

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 19

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

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

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

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

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

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

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

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

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

Section 3. The Board authorizes the Executive Director to execute the Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the Hidalgo County Regional Mobility Authority, as approved.

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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 22nd day of March 2022, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

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

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

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

I. Terms and Conditions

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

II. Investment Advisory Services

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

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

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

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

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

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

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

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

III. Representations

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

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

C. The Investor agrees to:

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

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

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

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

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

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

IV. Fees and Costs of HSAM

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

V. Reporting and Account Statements

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

VI. Other Services

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

VII. Execution of Investment Transactions

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

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

VIII. Selection of Brokers

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

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

IX. Non-Exclusive Relationship

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

X. Instructions from the Investor

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

XI. Transactions Subject to Industry Regulations and Standards

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

XII. Assignment

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

XIII. Term and Investor's Right of Cancellation

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

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

XIV. Custodial Arrangements

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

XV. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. HSAM Covenants.

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____ _____
Signature of Investor Date

_____
Print Name

_____
Capacity of Signatory

_____
Address

_____

_____

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

_____ _____
Signature of Officer Date

_____
Print Name

_____
Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

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

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

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

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

Appendix A

HCRMA Investment Policy

Appendix B

Hilltop Securities Cyber Security Insurance Certificate

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-20

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

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

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. The Board authorizes the Executive Director to Work Authorization Number 9 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 9 Supplemental Number 1

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

365 Tollway Project

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

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

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

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

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

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

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

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

Attachments:

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

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

Project Understanding

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

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

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

Value Engineering Change Proposal Options

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

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

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

Tasks

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

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

Task 3: Coordination for PS&E Design

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

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

Task 3 Assumptions:

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

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

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

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

Task 4.1 Air Quality

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

Deliverables: Draft Air Quality – MSAT Qualitative Technical Report

Final Air Quality – MSAT Qualitative Technical Report

Assumptions:

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

Task 4.3 Biological Resources

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

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

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

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

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

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

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

Assumptions:

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

Task 4.4 Community Impact Analysis

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

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

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

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

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

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

Deliverables: Draft Community Impacts Assessment Reevaluation Memo & Attachments

Final Community Impacts Assessment Reevaluation Memo & Attachments

Task 4.8 Noise Analysis

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

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

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

Deliverables: Draft Reevaluation Memo for Traffic Noise Technical Report

Final Reevaluation Memo for Traffic Noise Technical Report

Assumptions:

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

Task 4.11 Public Involvement

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

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

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

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

Deliverables: Draft Notice and Opportunity to Comment Summary Documentation

Final Notice and Opportunity to Comment Summary Documentation

Task 5: Preparation of Re-evaluation Form

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

Deliverables: Draft Re-Evaluation Form

Final Re-Evaluation Form

Task 6: Project Management and Administration

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

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

Additional Assumptions:

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

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

SUPPLEMENTAL EXHIBIT C
WORK SCHEDULE

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

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

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

Fee Schedule/Budget

Hidalgo County Regional Mobility Authority (HCRMA)

365 TOLL Re-Evaluation Other Direct Costs

Subconsultant: Blanton & Associates, Inc.

OTHER DIRECT COSTS (ODCs)

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

ASSUMPTIONS:

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

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

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

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

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

SUPPLEMENTAL ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-21

APPROVAL OF CONTRACT AMENDMENT NUMBER 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 9 SUPPLEMENTAL NUMBER 1

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

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on December 20, 2021, the Authority approved Resolution 2021-50 Contract Amendment No. 7 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $978,021.59 to $1,378,125.25 for a total increase of $400,103.66 for Work Authorization No. 8; and

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

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-10 Contract Amendment No. 8 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-21 Contract Amendment No. 9 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1.

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

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

Section 2. The Board hereby approves Contract Amendment No. 9 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 9 to the Professional Services Agreement for the 365 Tollway Project hereby approved.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment No. 9

to the Professional Services Agreement with

Blanton & Associates, Inc. to Increase Maximum Payable Amount for

Work Authorization No. 9 Suppl. No. 1 for the

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 9

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENVIRONMENTAL SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

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

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1 for Environmental Re-evaluation Support for the 365 Tollway Project.

This Supplemental Agreement No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-22

APPROVAL OF WORK AUTHORIZATION NUMBER 8 WITH HDR ENGINEERING, INC. FOR GENERAL ENGINEERING SERVICES FOR CONSTRUCTION MANAGEMENT OF THE 365 TOLLWAY

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

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55.

****

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

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

Section 2. The Board hereby approves Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 8 to the Professional Services Agreement for Program Management Support.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 8
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-1

WORK AUTHORIZATION NO. 8
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $1,244,594.55 and the method of payment is Specified Rate Basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2026 unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE GEC	THE AUTHORITY
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS
Exhibit A Services to be provided by the Authority
Exhibit B Services to be provided by the GEC
Exhibit C Work Schedule
Exhibit D Fee Schedule/Budget
Exhibit H-2 Sub provider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. **General**
   The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA)(hereinafter referred to as the "Authority") with construction phase tasks for the 365 Toll project (hereinafter referred to as the "Project"). An outline for the task categories to provide these services is as follows:

   2. Project Management / Administration
   3. Authority Construction Phase Tasks – defined as tasks led and championed by the Authority in which the GEC serves as a partner who reviews and provides feedback on Authority composed documents.
   4. GEC Construction Phase Tasks – defined as tasks led and championed by the GEC in which the Authority, as a partner, reviews and provides feedback on GEC composed documents.

2. **Project Management / Administration**
   The GEC will conduct and monitor the following project management and administrative tasks for the active work authorizations with the Authority.

   a. Provide monthly progress reports, invoice, and finance monitoring
   b. Develop, monitor, and update work authorization schedule(s)
   c. Contractual document control
   d. General support to the Authority for managing their program that includes recommendations, advisory tasks, participation in Authority meetings, participation in Agency meetings that are not detailed under clearly defined work authorization tasks.

3. **Authority Construction Phase Tasks**
   The Authority is providing the core staff for construction record keeping, reporting, and field inspection of the Project. The Authority will notify the GEC in advance when GEC staff is required to support record keeping, reporting, and field inspection. The Authority will lead the following construction phase tasks:

   a. Construction Manager / Management
   b. Construction staffing / logistics
   c. Record keeping (LGP reporting, DBE documentation, payment progress, quantity tracking)
   d. Safety or technical training
   e. Material testing management / QAP documentation – Coordination and management with material testing firms

f. Construction progress meetings – weekly
g. Contractor Requests for Information (RFI)
h. Daily Work Report Diary
i. Daily summary of contractor work items performed
j. Monthly summary of contractor work items performed
k. Day / nighttime barricade inspections and reporting
l. Material on hand monitoring / documentation
m. Contractor weekly payrolls / Contractor labor audits
n. Agency updates / reporting (USACE, TCEQ, IBWC)
o. Stakeholder updates / coordination (TxDOT, Municipalities, County, Drainage Districts, Irrigation Districts)
p. Monthly Pay Estimates / Finance Summary – GEC will review and provide feedback including recommendations for drawdown requests.
q. Monthly LGP Submittal / Checklist – GEC to review
r. Review Contractor's annual report
s. Annual inspection reports for bond holders
t. Authority Board construction progress presentations
u. Contractor claims
v. Contractor Change Orders
w. Utility Coordination
x. Permitting/ROW

The GEC is estimating a level of effort for providing on-call services for the above tasks which can be found in Exhibit D of this work authorization.

4. GEC Construction Phase Tasks

The GEC will lead the following construction phase tasks:

a. Review Contractor submittals
b. Obtain National Bridge Inventory (NBI) numbers for Project bridges
c. Quarterly construction reports for bond holders
d. Monthly as-built tracking / updates / final as-builts
e. Monthly review of Contractor's construction schedule
f. Set Survey Control - The GEC will review the plans for SH 365 in review of the benchmarks for the projects. The existing benchmarks will be verified and the benchmarks that were not previously established will be set following HCRMA guidelines. The GEC will establish all new benchmarks using the Trimble RTK Network. The elevations will be verified with a level loop between existing monuments that are verified from the original project. The horizontal and vertical control sheets will be updated. The Contractor retains responsibility for verifying the accurateness of the survey control for which they will base their construction lines, grades, and structures.
g. Attend weekly progress meetings

h. Storm water pollution prevention plan (SW3P) inspections and reporting (To be completed by Landhawk Consulting – see attached detailed scope Exhibit B-2)
i. Archeological monitoring and reporting of 7 sites within the project (To be completed by Landhawk Consulting- see attached detailed scope Exhibit B-1)

LANDHAWK CONSULTING

SCOPE OF WORK

Introduction

In 2015, Atkins developed a mitigation plan on behalf of the HCRMA based on the THC mandate to deposit at least 2 m of in-kind sterile fill dirt over the area encompassed by seven site boundaries within the APE as a form of mitigation for the adverse effects to the sites that would be caused by the construction of the 365 Tollway. The plan entitled "Mitigation Plan for 7 Sites Along the Proposed State Highway 365 Corridor Hidalgo County, Texas", hereby known as Mitigation Plan for Sites 41HG249 – 41HG255, documents the site locations and amount of in-kind fill proposed for each site (Table 1). A map of each site is also included but will not be attached to this scope to protect and preserve the locations from public disclosure.

The following Methodology, Archeological monitoring during mitigation and report of results are directly taken from Atkins' Mitigation Plan for Site 41HG249 – 41HG255.

Permitting, Pre & Post Construction Baseline Data Collection

The principal investigator (PI) for Landhawk will obtain a Texas Antiquities Permit from the Texas Historical Commission (THC) to conduct archaeological monitoring of the seven archaeological sites identified within the project area. The permit is also required prior to the collection of baseline data (soil samples) from the archaeological sites. A work of scope for the archaeological monitoring will be developed based on the Mitigation Plan for Sites 41HG249 – 41HG255.

The PI will coordinate with resources agencies, specifically the Texas Historical Commission and the archaeological division for TxDOT, to ensure that the monitoring plan is acceptable and the permit is submitted in a timely manner.

Once the Texas Antiquities Permit has been approved by the THC, soil samples from the seven archaeological sites will be collected by a geotechnical firm and sent to a lab for testing. The geotech firm and testing laboratory will be companies already approved by the Hidalgo County Regional Mobility Authority. Landhawk archaeologist will accompany the geotechnical firm to monitor the sampling operation and guide the geotechnical personnel to the appropriate archaeological sites and sampling locations. This pre-construction baseline data will be preserved and will be compared against post-construction soil samples. The date of post-construction sampling will be determined in conjunction with THC and TxDOT agencies, but it is believed it will be conducted after construction is completed on all seven archaeological sites. Analysis on the pre and post construction soil samples will be discussed in the final archaeological monitoring report.

Monitoring Methodology

Monitoring is proposed during placement of the in-kind fill. Since the proposed method of site capping is to use a minimum of 2 m (6.6 ft) of in-kind fill, revegetation is proposed as part of the stabilization plan to ensure land surface stability.

Archeological Monitoring During Mitigation

Archeological monitoring of the construction process associated with the intentional burial of each site will consist of a qualified archeologist observing hand removal of vegetation, the installation of a filter fabric that is chemically inert, the installation of a geogrid, and the deposition of in-kind fill by lightweight, tracked vehicles in such a manner as to minimize damage to the sites from grinding or compression. The archeologist shall work with the engineer and construction crew to ensure that the fill is culturally sterile and does not alter the chemical or hydrostatic character of the cultural deposit.

The archeologist will coordinate all field activities with appropriate personnel and any on-site construction foreman regarding scheduling and safety. If necessary, the monitoring archeologist will attend a preconstruction meeting to ensure full coordination prior to construction. The archeologist will comply with all applicable Occupational Safety and Health Administration safety regulations and wear a safety vest, hard hat, steel-toed boots, and safety glasses at all times.

Report of Results

Upon completion of the archeological monitoring, Landhawk will prepare a report of the investigations for review by the client and the appropriate agencies. The archeological report of the investigations will be in conformance with the Council of Texas Archeologists and THC standards. The report will include the results of the monitoring by documenting the methodology used for the mitigation plan and the resulting protective structure. Draft copies of the full report will be submitted to the HCRMA for review and comment. Once this has been accomplished, the draft report will be submitted to the THC for review. The THC has up to 30 days to review and comment on the report. Upon approval of the draft report, a final report will be produced. The requisite number of copies of the final report will be produced and submitted to the appropriate agencies and repositories.

Assumptions:

- The Client is responsible for obtaining unencumbered permission to enter private property for archaeological monitoring purposes.
- The Client will provide Landhawk all necessary project-related files and data, including shapefiles, prior to field surveys or initiating report preparation.
- Landhawk assumes that all deliverables will be provided electronically.

Estimated Cost and Task Breakdown:

Task 1. Archaeological Permitting, Pre & Post Construction Baseline Data Collection

The principal investigator (PI) for Landhawk will obtain a Texas Antiquities Permit from the Texas Historical Commission (THC) to conduct pre construction soil sampling and archaeological monitoring of the seven archaeological sites identified within the project area.

The PI will coordinate with resources agencies, develop a scope of work for the monitoring plan and submit the permit in a timely manner.

Once the Texas Antiquities Permit has been approved by the THC, soil samples from the seven archaeological sites will be collected by a geotechnical firm and sent to a lab for testing. Landhawk archaeologists will monitor and guide the geotechnical firm during the collection process.

Analysis on the pre and post construction soil samples will be discussed in the final archaeological monitoring report.

Task 2. Archaeological Monitoring During Site Mitigation

Archaeological monitoring of the seven (7) archaeological sites within the project area will be conducted by field archaeologists. The monitoring will be conducted daily, 5 days a week, 8 hours a day. It is estimated that mitigation on all seven archaeological sites will take 4 months or 16 weeks.

4 months or 16 weeks

Task 3.

Landhawk archaeologists will develop a final report of the monitoring conducted during the mitigation process. The final report will also include pre & post construction baseline data.

LANDHAWK CONSULTING

Table 1. Sourced from Atkins' Mitigation Plan for Sites 41HG249 – 41HG255.

Table 11: Amount of In-kind Fill Proposed at Each Site and Mitigation Recommendations

Site Number	In-kind Capping Fill Required by the THC	In-kind Capping Fill Proposed	Percent of Site Area Covered with 2 m of Fill*	Mitigation Recommendation
41HG249	1.60 m (5.3 ft)	3.5 to 4 m (11.48 to 13.12 ft)	88	Cover with fill as proposed
41HG250	1.60 m (5.3 ft)	3.25 to 3.75 m (10.66 to 12.30 ft)	80	Cover with fill as proposed
41HG251	1.65 m (5.4 ft)	3 to 3.25 m (9.84 to 10.66 ft)	94	Cover with fill as proposed
41HG252	1.47 m (4.8 ft)	3.53 to 5.05 m (11.58 to 16.57 ft)	93	Cover with fill as proposed
41HG253	1.30 m (4.3 ft)	4 m (13.12 ft)	72	Cover with fill as proposed
41HG254	1.50 m (4.9 ft)	4.25 m (13.94 ft)	70	Cover with fill as proposed
41HG255	1.65 m (5.4 ft)	2 to 3.5 m (6.56 to 11.48 ft)	93	Cover with fill as proposed

Note:
*Estimated percent of site area covered with 2 m of fill within the APE

Key Staff Profiles

Mark Luzmoor, MA, RPA – Archaeological Team Lead/Project Manager

Current Position
Staff Archaeologist

Discipline Areas
- Phase I, II, and III Excavation
- Lithic Analysis
- Reporting and Documentation of Historic/Prehistoric Sites
- Staff Development
- Cultural Resource Identification
- Biological, Environmental, and Archaeological Construction Monitoring

Years' Experience
10

Joined Landhawk
March 2020

Education
- MS, Anthropology, University of Texas at San Antonio, 2013
- BS, History, University of Wyoming, 2009

Registrations
- Register of Professional Archaeologists (RPA)

Summary of Experience

Mr. Mark Luzmoor has professional archaeological and environmental experience and meets the Secretary of the Interior professional qualifications standards for archaeology. This includes a graduate degree in archaeology, at least one year of full-time professional experience, at least four months of supervised field and analytic experience in general North American archaeology and deomnstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archaeolgy shall have at least one year of full-time professional experience at a supervisory level in the study of archaeologcial resources of the prehisoric period. His experience includes over 10 years working on various cultural resource management projects throughout Wyoming, Montana, Texas, Mississippi, Oklahoma, and Louisiana. Mr. Luzmoor is formally trained in environmental analysis and planning, with knowledge of National Environmental Policy Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA). His experience includes working with public and private sector clients, as well as regulatory agencies, service infrastructure, and residential and commercial redevelopment to provide cultural and general compliance support. His expertise includes formal training in field and laboratory methods, ceramic analysis, lithic analysis, quantitative and qualitative methods, field mapping, geographic information systems (GIS), and SPSS. He has completed additional curatorial training and is proficient in using data-entry applications and software for the purpose of accessing and curating archaeological data. Mr. Luzmoor is dedicated to completing quality work and is experienced in various levels of project development, including identifying effective strategies, managing tasks, collecting and analyzing data, coordinated personnel, and drafting reports. He has managed several teams during Phase I intensive pedestrian surveys and Phase II excavations and has also completed several background reviews based on the fieldwork.

Significant Projects

Southern California Edison Class IV Emergency Response – 2021/2022 Emergency Response to the Creek Fire, Sierra National Forest, Fresno County, California

Mr. Luzmoor assisted with the writing and preparation of the Cultural Resources Monitoring Report for the 2020 Creek Fire. This included completing DPRs for previously encountered as well as newly encountered sites and the preparation of graphs/figures for the final report. This project began in November, 2021 and continues to the present day.

Southern California Edison Class IV Emergency Response – 2021/2022 Emergency Response to the Castle Fire, Sierra National Forest, Fresno County, California

Mr. Luzmoor assisted with the writing and preparation of the Cultural Resources Monitoring Report for the 2020 Castle Fire. This included completing DPRs for previously encountered as well as newly encountered sites and the preparation of graphs/figures for the final report. This project began in November, 2021 and continues to the present day.

Archaeological Crew Lead – Phillips 66 WR-01 Replacement Project – Ponca City, Oklahoma

Mr. Luzmoor was the archaeological crew lead for a large gas pipeline project near Ponca City, Oklahoma, between March and August 2021. He served as the primary point of contact with the client, leading up to two other field crew members during a Phase I intensive pedestrian survey and subsequent backhoe trenching. He was responsible for marshalling staff, documenting newly discovered archaeological sites, and drafting several reports for the project in consultation with the principal investigator.

Archaeological Crew Chief – Bureau of Indian Affairs Tract Survey – Oklahoma City, Oklahoma

Mr. Luzmoor assisted in a Phase I intensive pedestrian survey of approximately 2,500 acres near Oklahoma City, Oklahoma in February 2021 for the Bureau of Indian Affairs (BIA). He served as the primary point

of contact with the client, leading five other field crew members. He was responsible for supervising staff and documenting newly discovered archaeological sites as well as a cemetery.

Archaeological Crew Chief – National Forest Service Tree Survey – Brandon, Mississippi

Mr. Luzmoor assisted in two separate projects near Brandon, Mississippi, in support of Phase I intensive pedestrian surveys of the Bienville National Forest. The first was between October 2018 and April 2019 and consisted of 3,000 acres. The second was between September and November 2019 and consisted of 2,500 acres.

Field Technician – National Forest Service Fire line Survey – Hattiesburg, Mississippi

Mr. Luzmoor assisted in Phase I dozer/fire line surveys in the Homochitto and Chickasawhay National Forests in Mississippi between May and July 2019.

Field Technician – Fort Polk, Louisiana Phase II Survey – Leesville, Louisiana

Mr. Luzmoor assisted in conducting Phase II excavations at Fort Polk, Louisiana, between August and October 2018. This work was completed at the request of the United States Army to document the resources within the boundaries of Fort Polk prior to any additional troop movements occurring.

Lithic Analyst – El Segundo Mine Lithic Analysis – Santa Fe, New Mexico

Mr. Luzmoor conducted numerous lithic analyses on a large assemblage from several archaeological sites on the El Segundo coal mine near Santa Fe, New Mexico, between October 2017 and May 2018. He also conducted several Minimum Analytical Nodule Analyses on this assemblage. Finally, he assisted in drafting parts of manuscripts for preliminary reports to be submitted to the client.

Previous Experience

Project Archaeologist – Raba Kistner Environmental, Inc. – San Antonio, Texas

Mr. Luzmoor was an integral part of dozens of different kinds of projects during his 3-year tenure at Raba Kistner. These ranged from Phase I pedestrian surveys to Phase III data collection projects. He acted as project archaeologist (PA) and was in charge of the project scope development, scheduling, day-to-day management of the archaeological crews in the field, data collection, project research, and report preparation under the guidance of the principal investigators. These projects were primarily located in San Antonio, but also extended throughout Texas including Houston, McAllen, Brownsville, Mission, Hidalgo, Dallas, Plano, and Sugar Land and into Oklahoma. As a PA, he was also in charge of all artifacts that were collected during fieldwork. This would include washing, categorizing, cataloging, and finally curating tens of hundreds of artifacts from each project. These projects, Mr. Luzmoor's role (PA/Field Technician [FT]), and what phase of work the project entailed include:

> June 2017. PA. Phase I. Fish-market/Canopy Hilton Re-development, San Antonio, TX.
> May 2017. PA. Phase II. Solo Serve Redevelopment Project, San Antonio, TX.*
> February 2017. PA. Phase II work for the uncovering of the San Pedro Acequia, San Antonio, TX.*
> February 2017. FT. Phase I, Poteet, TX.
> January 2017. PA. Phase II, Galm Rd., San Antonio, TX.*
> January 2017. PA. Phase I, Old Solo Serve Building, San Antonio, TX.*
> December 2016–July 2017. PA. Phase I. San Pedro Creek Improvements Project, San Antonio, TX.*
> December 2016–March 2017. PA. Phase II. Uncovering of the Acequia Madre del Alamo, San Antonio, TX.
> November 2016–July 2017. PA. Acequia Madre del Alamo Documentation, Henry B. Gonzalez Convention Center, San Antonio, TX.*
> October 2016. PA. Phase I, Oklahoma City, OK.
> October 2016. PA. Documentation of Historic Cisterns and Foundations, Hidalgo Courthouse, Hidalgo, TX.*

- August 2016. PA. Phase I. University of Texas-Rio Grande Valley Campus, Brownsville, TX.*
- July–August, 2016. FT. Phase III, Mission San Antonio de Valero, San Antonio, TX.
- June–July 2016. PA. Phase I, Alamodome, San Antonio, TX.*
- May 2016. PA. Phase II, Stegman Building, Documentation of a Historic Cistern, Brownsville, TX.
- May 2016. PA. Phase I, McAllen, TX.
- February 2016. PA. Phase I, University of Texas-Rio Grande Valley Campus, Brownsville, TX.*
- January 2016. PA. Phase II, Interstate 45, Houston, TX.*
- March 2015. FT. Phase III, Columbus Hall, San Antonio, TX.*
- May 2015–January 2016. PA. Phase I, KIPP San Antonio, San Antonio, TX.*
- May 2015. PA. Phase III, Erie Ave., Roadway Expansion, McAllen, TX.*
- March 2015. PA. Phases I & II, Festival Site, Sugar Land, TX.*
- January 2015. PA. Phase I & II, 115 Oakcrest, San Antonio, TX.*
- January 2015. FT. Phase II, Town Creek, Cibolo, TX.*
- December 2014. PA. Phase II. Go-Forth Road, Kyle, TX.*
- November 2014. PA. Phase II, SH 16, Helotes, TX.*
- August 20, 2014. PA. Phase II, McAllister Park, San Antonio, TX.*
- August 5–8, 2014. FT. Phase II, Sienna Plantation, Missouri City, TX.
- July 7–10, 2014. PA. Phase II, Plano, TX.*
- June 23, 2014–December 2016. FT and PA. Phase I. HEB Arsenal, San Antonio, TX.*
- June 12–16, 2014. FT. Phase II. San Pedro Creek, San Antonio, TX.

* A report was either written/edited by Mr. Luzmoor for this project.

Publications

- Luzmoor, M. 2013. Assessing the Form and Function of Structures 42 and 43 at Buenavista del Cayo, Belize. MA Thesis. Department of Anthropology, University of Texas at San Antonio.

Presentations

> Yaeger, J., B. Cap, M. Luzmoor, and S. Bratsch. 2013. Postholes and Palisades at Buenavista del Cayo: An Exercise in Archaeological Inference. Paper presented at the Fourth Annual South-Central Conference on Mesoamerica, Houston, Texas.

> Luzmoor, M. 2013. Burning Down the House: Conducting Experimental Archaeology by Burning down a Jacal. Paper presented at the 84th Annual Meeting of the Texas Archaeological Society, Del Rio, Texas.

Clara Miller – Field Archaeologist

Current Position

Field Archaeologist

Discipline Areas

Phase I, II, and III Excavation
Report Development
Cultural Resource Identification
Biological, Environmental, and Archaeological Construction Monitoring

Years' Experience

2

Joined Landhawk

Summer 2020

Education

MA, Anthropology, University of Texas Rio Grande Valley, 2022
BA, Anthropology, University of Texas Rio Grande Valley, 2016

Experienced Phase I&II cultural resource surveyor and archaeological field technician with focus on quality and precision. Exceptional verbal and written communication skills when creating reports and keeping field notes, shovel test, and photograph logs. Ability to work in and organize groups or work with minimal supervision and in extreme environments. Conducting background research for significant historic and prehistoric data, including known archaeological sites and past surveys, pertaining to current survey areas to mitigate potential impacts of construction activities. Proficient with GPS, Trimble, and ArcGIS geospatial software. Areas of study include prehistoric and historic archaeology, archaeology of Texas, lithics, history, geology, oceanography, and soil science.

U.S. Customs and Border Protection Infrastructure Projects

Conducted archaeological field surveys for USCBP infrastructure projects throughout the US/Mexico border.

Archaeological field surveys conducted at the following locations:

-near Van Horn, TX -near Del Rio, TX -near McAllen, TX

-near Alpine, TX -near Laredo, TX

-near Sanderson, TX -near Roma, TX

Miguel Calvillo - Field Archaeologist

Current Position

Field Archaeologist

Discipline Areas

Phase I, II, and III Excavation
Report Development
Cultural Resource Identification

Years' Experience

2

Joined Landhawk

Winter 2022

Education

BA, Anthropology, University of Texas Rio Grande Valley, 2017

AmaTerra- Austin, TX

Road Expansion/ Bike Lane Construction
Phase 1 survey on existing road for future expansion, conducted shovel tests and backhoe trenching monitoring in *Pharr, TX*.

Road Expansion
Phase 1 survey for road expansion, delineation of previously recorded sites and auger tested several shovel tests in *Marshall County, Oklahoma*.

Expansion of Water Station
Assisted on Phase 1 survey with backhoe trench monitoring to expand water station and followed up on researching local land history at local libraries and city hall in *Beaumont, TX*.

Access Road Expansion
Phase 1 survey and trench testing for expansion of access road on existing ranch land in *Laredo, TX*.

Water Pump Expansion
Phase II excavation in Landa Park Golf Course to expand water pump station in *New Braunfels, TX.*

Raba Kistner -San Antonio, TX

Archaeology Field Technician

Round Top Mountain Survey
Part of a crew which conducted a phase 1 cultural resource survey of Round Top Mountain in *Sierra Blanca, TX.*

Highway 69
Part of a crew who conducted a phase 1 cultural resource surveys for highway expansion in *Beaumont, TX*.

Red Oak Pipeline
Part of a crew who conducted phase 1 cultural resource surveys for Red Oak pipeline on various counties in East Texas.

SCOPE OF WORK

Introduction

The 365 Tollway project will be a 12.2 mile four-lane divided controlled access toll facility divided by a grassy median. The project located in southern Hidalgo County, will span between the Pharr and Anzalduas International bridges. Through the process of permitting, environmental permits, issues and commitments (EPICS) have been proposed for the project. EPICs are any permit, issue, coordination commitment, or mitigation obligation necessary to address, offset, or compensate for social, economic, or environmental impacts of a project. Landhawk has developed the following proposal to aid in compliance of these EPICs through environmental monitoring and SWPPP (stormwater) inspections.

Environmental Monitoring (ENV) and SWPPP Inspections

Landhawk staff will monitor the implementation of BMPs, agreements, and environmental regulations stated in the EPIC sheet (attached). ENV monitoring and SWPPP inspections will conducted weekly over the course of one to two days depending on the footprint of the project. A report will be developed after each inspection and provided to the Hidalgo County Regional Mobility Authority (HCRMA) within 24 hours after completion of the final day of inspection. Reports will include a checklist-style reporting form, a notes section and photographs of non-compliance issues.

Landhawk will develop a checklist style reporting form to aid in efficient data entry and processing of environmental and SWPPP compliance issues found during the weekly inspection. A draft reporting form will be provided to the HCRMA for comments. A final draft reporting form will be developed with HCRMA comments implemented. Reports will include photographs of noncompliance issues.

Environmental Permits, Issues, & Commitments (EPICs)

The following *sections* are the EPICs that Landhawk will be tasked to monitor.

Stormwater Pollution Prevention & Compliance

Landhawk environmental scientists will monitor the implementation of the SW3P best management practices. SWPPP inspections will be conducted weekly, and issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Clean Water Act, Sections 401 and 404 Compliance

Landhawk environmental scientists will monitor the implementation of all agreements, mitigation plans and BMPs required by the Individual permit: SWG-2013-00175, as regulated by the USACE. Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Vegetation Resources

Landhawk environmental scientists will

- monitor the implementation of native plant species for all seeding and replanting of right of ways
- ensure riparian buffer zones remain undisturbed where possible
- monitor for spread of invasive plant species during construction operations
- ensure Migratory Bird Treaty Act surveys are completed prior to vegetation removal, during MBTA season (February 15th through October 1st).
- ensure bat surveys are conducted on palm trees prior to removal or destruction

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Wildlife Resources

- Qualified Landhawk biologists will conduct nesting bird surveys in accordance with the Migratory Bird Treaty Act of 1918 (MBTA)during the nesting season, February 15th through October 1st).
- Potential for the presence of state-listed reptile species in the project area exists, Landhawk biologists are permitted by Texas Parks & Wildlife Department to handle and remove reptiles from construction sites in the state of Texas. (**Permit #: SPR-0918-271**)
- Exclusion fence is recommended to exclude Texas Tortoise and other reptiles. The construction and maintenance of the exclusion fence will be monitored by Landhawk staff.
- Utility trenches, ditches and holes will be inspected for wildlife and should be properly covered and/or installed with earthen ramps to allow wildlife to climb out. Landhawk staff will monitor for compliance.
- Bat surveys will be conducted on palm trees, bridges, and overpasses as necessary.
- Landhawk staff will remove reptiles and wildlife from project as necessary when deemed safe to do so. Stray dogs and rattlesnakes will be handled by Landhawk staff due to safety issues.

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Other Environmental Issues

- Landhawk staff will monitor and note noncompliance in relation to Noise, Air or Hazmat spills and report them to the HCRMA via a daily report.

Issues of noncompliance will be documented and reported to the HCRMA via daily monitoring reports.

Assumptions:

- The Client is responsible for obtaining unencumbered permission to enter private property for field surveys.
- The Client will provide Landhawk all necessary project-related files and data, including shapefiles, prior to field surveys or initiating report preparation.
- Landhawk assumes that all deliverables will be provided electronically.

LANDHAWK CONSULTING

EPICs from TxDOT EPIC Sheet

I. Clean Water Act, Section 402; Stormwater Pollution Prevention

Action Items Required : ☐ No Action Required

1. ☒ The contractor must implement the SW3P by installing Best Management Practices (BMPs) as indicated in the construction plans and maintained appropriately throughout construction. BMPs must be in place prior to the start of construction. The SW3P may need to be revised as necessary as construction progresses.

2. ☒ For all construction PSL's off the ROW, the contractor must certify compliance with all applicable laws, rules and regulations pertaining to the preservation of cultural resources, natural resources and the environment.

3. ☒ Based on the acreage of impact, select the appropriate box below:

☐ This project will disturb less than 1 acre of soil and is not part of a larger common plan of development; therefore, a NOI and TPDES Site Notice are not required for this project.

or

☐ This project will disturb equal to or more than 1 acre of soil but less than 5 acres; therefore a NOI is not required but a TPDES Site Notice is required. The Construction Site Notice (CSN) is required to be posted at the construction site in a publicly accessible location for review by the public, TCEQ, EPA and other Inspectors.

or

☒ This project will disturb equal to or more than 5 acres of soil and will require a NOI and TPDES Site Notice. The NOI and Site Notice are required to be posted at the construction site in a publicly accessible location.

4. ☒ Need to address MS4 requirements (Cameron & Hidalgo Counties only) ☐ MS4 requirements not needed

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II. Clean Water Act, Sections 401 and 404 Compliance:

Action Items Required : ☐ No Action Required

1. ☒ Filling, dredging or excavating in dry water bodies, rivers, creeks, streams, wetlands or wet areas is prohibited unless specified in the USACE permit and approved by the Engineer. The contractor shall adhere to all agreements, mitigation plans, and BMPs required by the NWP as regulated by the USACE.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

☐ No Permit Required

☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)

☐ Nationwide Permit 14 - PCN Required (1/10th to <1/2 acre, 1/3 in tidal waters)

☒ Individual permit: SWG-2013-00175. - Permit is included available online for review.

☐ Other Nationwide Permit Required: NWP#_____

2. ☒ The contractor is responsible for obtaining new or revised Section 404 permit(s) for Contractor initiated changes in construction methods that change Impacts To Waters Of The U.S., including wetlands. The Contractor will ensure that the water quality of the State will be maintained and not degraded.

3. ☒ Best Management Practices for applicable Section 401 General Conditions:

General Condition 12 - Categories I and II BMPs required

Category I (Erosion Control)

☒ Temporary Vegetation	☐ Interceptor Swale	☐ Mulch Filter Berms and/or Socks
☐ Blankets, Matting	☐ Diversion Dike	☐ Compost Filter Berms and/or Socks
☐ Mulch	☐ Erosion Control Compost	☐ Compost Blankets
☐ Sodding		

Category II (Sedimentation Control)

☒ Silt Fence	☐ Hay (Straw) Bale Dike	☒ Mulch Filter Berms and/or Socks
☐ Rock Berm	☐ Brush Berms	☒ Compost Filter Berms and/or Socks
☐ Triangular Filter Dike	☐ Sediment Basins	☐ Stone Outlet Sediment Traps
☐ Sand Bag Berm	☐ Erosion Control Compost	

General Condition 21 - Category III BMPs required

Category III (Post-Construction TSS Control)

☐ Vegetative Filter Strips	☐ Wet Basins	☐ Mulch Filter Berms and/or Socks
☐ Retention/Irrigation	☐ Grassy Swales	☐ Compost Filter Berms and/or Socks
☐ Extended Detention Basin	☒ Vegetation-Lined Ditches	☐ Sand Filter Systems
☐ Constructed Wetlands	☐ Erosion Control Compost	☐ Sedimentation Chambers

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II. Clean Water Act, Sections 401 and 404 Compliance - Continued:

4.☒ The Contractor's designated and qualified Contractor Responsible Person Environmental (CRPe) will monitor the project site daily to ensue compliance with SW3P and TPDES General Permit TXR 150000. Daily Monitoring Reports shall be provided to TxDOT within 48 hours, In accordance with Item 506.3.1.

5.☒ Other Project Specific Actions:

1. Minimize the extent and the duration of disturbed areas. Plan the phases of construction to minimize exposure and use vegetation to stabilize disturbed areas as practicable.

2. Apply erosion control practices to minimize the loss of sediment and keep the soil covered and in place as much as possible using temporary or permanent vegetation, erosion control blankets, or various mulch materials. Other practices include diversion structures to channel surface runoff from exposed soils and the use of slope drains where grades may be prone to erosion.

3. Apply perimeter controls to minimize the discharge of sediment laden stormwater. This objective relates to using practices that effectively remove sediment from the runoff water and prevent its transport from the site. These controls include silt fences, diversion structures, swales, dikes, sediment traps, rock berms, and vegetative filters.

4. Stabilize disturbed areas as quickly as possible after final grade has been attained. Permanent structures, temporary or permanent vegetation, mulch, stabilizing emulsions, or a combination of these measures should be employed as quickly as possible after the land is disturbed.

5. Once construction is complete and disturbed areas have been revegetated, remove silt fence and accumulated sediment to reduce wildlife barriers and hazards.

6. Minimize the use of equipment in streams and riparian areas during construction. When possible, equipment access should be from banks, bridge decks, or barges.

7. When temporary stream crossings are unavoidable, construct stream crossing in accordance with USACE permit requirements, remove stream crossings once they are no longer needed and stabilize banks and soils around crossing.

8. Wet-bottomed detention ponds are recommended to benefit wildlife and downstream water quality. Consider potential wildlife-vehicle interactions when sitting detention ponds.

9. Rubbish found near bridges on HCRMA ROW should be removed and disposed of properly to minimize the risk of pollution. Rubbish does not include brush piles or snags.

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IV. Vegetation Resources

Action Items Required ▪ ☐ No Action Required

1. ☐ In accordance with the 2014 TxDOT Standard Specifications; Item 164 - Seeding For Erosion Control; provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed by the Engineer for all seeding and replanting of right of way where possible. (Required for Urban Settings)

2. ☒ In accordance with Executive Order 13112 on invasive species and the Executive Memorandum on Beneficial Landscaping, native species of plants shall be used for all seeding and replanting of right of way where possible for rural roadways. (Required for Rural Settings)

3. ☒ Preserve vegetation where possible throughout the project and minimize clearing, grubbing and excavation within stream banks, bed and approach sections.

4. ☒ Other Project Specific Actions:

   1. Minimize the amount of vegetation cleared. Removal of native vegetation, particularly mature native trees and shrubs should be avoided to the greatest extent possible. Wherever practicable, impacted vegetation should be replaced with in-kind on-site replacement/restoration of native vegetation.

   2. To minimize adverse effects, activities should be planned to preserve mature trees, particularly acorn, nut or berry producing varieties. These types of vegetation have high value to wildlife as food and cover.

   3. It is strongly recommended that trees greater than 12 inches in dbh that are removed be replaced. The TPWD's experience indicates that for ecologically effective replacement, a ratio of three trees for every one (3:1) lost should be provided to the extent practicable either on-site or off-site. Trees less than 12 inches dbh should be replaced at a 1:1 ratio.

   4. Replacement trees should be of equal or better wildlife quality than those removed and be regionally adapted native trees.

   5. When trees are planted, a maintenance plan that ensures at least an 85 percent survival rate after 3 years should be developed for the replacement trees.

   6. The use of any non-native vegetation in landscaping and revegetation is discouraged. Locally adapted species should be used.

   7. The use of seed mix that contains seeds from only locally adapted native species is recommended.

   8. Avoid vegetation clearing activities during the general bird nesting season, February 15 through October 1, to minimize adverse impacts to birds.

   9. For all work in waters listed in the distribution of Zebra mussels as well as those waters in specified in 31 TAC section 57.972 and any TPWD emergency orders regarding prevention of the spread of Zebra mussels, all machinery, equipment, or vehicles coming in contact with such waters should follow clean/drain/dry protocols to prevent the potential spread of invasive Zebra mussels.

   10. Care should be taken to avoid the spread of aquatic invasive plants (such as Giant Salvinia, Hydrilla, Hyacinth, Watermilfoil, Water Lettuce, and Alligatorweed) from infested waterbodies into areas not currently infested. All machinery/equipment/vehicles coming in contact with waters containing aquatic invasive plant species should follow clean/drain/dry protocols to prevent the potential spread of invasive plants

   11. Colonization by invasive plants should be actively prevented on disturbed sites in terrestrial habitats. Vegetation management should include removing invasive species as soon as practical while allowing the existing native plants to revegetate the disturbed areas. If using hay bales for sediment control, use locally grown weed-free hay to prevent the spread of invasive species. Leave the hay bales in place and allow them to break down, as this acts as mulch assisting revegetation.

   12. Riparian buffer zones should remain undisturbed where possible.

   13. 26-Four foot nursery grown Sabal Palms will replace the 13 Washington Palms located within the ROW.

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V. Federal Listed, and Proposed Threatened and Endangered Species, Critical Habitat, State Listed Species, Candidate Species and Migratory Birds

Action Items Required : ☐ No Action Required

1. ☒ Under the Migratory Bird Treaty Act of 1918 (MBTA), codified at 16 U.S.C. 703-712 and as enforced by the USFWS, the proposed construction work will not remove active nests from bridges, trees, ground and other structures during migratory bird nesting season, (February 15th. through October 1st.). If the Contractor needs to perform work within right of way during nesting season, a qualified Biologist shall conduct a survey to determine if nests are present. If present, Contractor shall maintain a buffer zone of vegetation around the nest until the young have fledged or the nest is not occupied as determined by a qualified biologist. The removal of old unoccupied, inactive nests from the previous season is permitted during the non migratory bird season.

2. ☒ There is the potential for the presence of state-listed species & species of concern in the project area and state law prohibits the taking (incidental or otherwise) of state-listed species. Taking is defined as the collection, hooking, hunting, netting, shooting, or share by any means or devices. If any listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately.

3. ☒ Other Project Specific Actions:

1. There is potential habitat for the following state listed threatened species; Cactus ferruginous pygmy-owl, Gray hawk, Texas botteri's sparrow, Southern yellow bat, Black spotted newt, Sheep frog, South Texas siren, White -lipped frog, Texas tortoise, Texas horned lizard, Texas indigo snake, Black-striped snake.

2. With the proper methods, the contractor can prevent the establishmentof active nests during nesting season on HCRMA owned and operated facilities and structures proposed for replacement/ repair.

3. Contractor should not collect, capture, relocate, or transport birds, eggs, young , or active nests without the necessary permit.

4. Not collecting, capturing, relocating, or transporting birds, eggs, young, or active nests without a permit

5. Due to increased activity (mating) of reptiles during the spring, construction activities like clearing or grading should attempt to be scheduled outside of the spring (April-May) season. Also, timing ground disturbing activities before October when reptiles become less active and may be using burrows in the project areas is also encouraged.

6. When designing roads with curbs, consider using Type 1 or Type III curbs to provide a gentle slope to enable turtles and small animals to get out of roadways.

7. The area that would be disturbed during active construction and project specific locations should be fenced off to exclude tortoises and other reptiles. The exclusion fence should be constructed and maintained as follows:
   a. The exclusion fence should be constructed with metal flashing or drift fence material.
   b. Rolled erosion control mesh material should not be used.
   c. The exclusion fence should be buried at least 6 inches deep and be at least 24 inches high.
   d. The exclusion fence should be maintained for the life of the project and only removed after the construction is completed and the disturbed site has been revegetated.
   e. If Texas Tortoises enter the exclusion area they can be removed from the area by a qualified biologist.

8. Reticulate Collared Lizard (Crotaphytus reticulates) Contractors would be advised of potential occurrence in the project area and avoid harming the species if encountered.

9. Texas Horned Lizard (Phrynosoma cornutum) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered. This should include avoiding harvester ant mounds in the selection of the Project Specific Locations (PSLs) where feasible.

10. Texas Indigo Snake (Drymarchon melanurus erebennus) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered.

11. Texas Tortoise (Gopherus berlandieri) Contractors would be advised of potential occurrence in the project area and not to avoid harming the species if encountered.

12. Utility trenches should be covered overnight to prevent tortoises from being trapped and utility trenches should be visually inspected before filling to avoid burial of the species.

13. Avoid unnecessary removal of dead fronds on native and ornamental palm trees

14. Large hollow trees should be surveyed for bat maternity colonies and, if found, should not be disturbed until after the pups fledge

Texas Department of Transportation
PHARR DISTRICT

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

LANDHAWK CONSULTING

VII. Other Environmental Issues

Action Items Required : ☐ No Action Required

☒ Noise

Contractor shall make every reasonable effort to minimize construction noise through abatement measures such as work hour controls and proper maintenance of equipment mufflers.

☒ Air

Contractor shall practice common dust control techniques such as surface chemical treatment or watering of unpaved road surfaces and vehicle speed reduction shall be implemented to minimize and prevent airborne dust during construction.

Contractor should minimize MSAT by utilizing measures to encourage use of EPA required cleaner diesel fuels, limits on idling, increase use of cleaner burning diesel engines, and other emission limitation techniques, as appropriate.

☒ Hazmat

Project Specific Actions:

1. A site specific Health and Safety Plan shall be prepared by the contractor prior to construction.
2. Any unanticipated contaminated media (petroleum residual contaminated material or hazardous materials) or regulated solid waste encountered during construction would be managed in accordance with applicable federal, state, and local regulations. Hazardous materials requiring special handling would be removed only by certified abatement contractors having documentation of prior acceptable abatement work and transported off site as necessary. Contaminated soils generated as a result of earth excavation activities can be reused on site with restrictions. These soils should be reused in parts of the HCRMA construction projects with landowner permission as soil contains heavy metals concentrations in excess of specific background level limits.
3. Universal precautions would be taken during construction and the contractor must take appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area.
4. The use of construction equipment within sensitive areas would be minimized or eliminated entirely.
5. All construction materials used for this project would be removed as soon as work schedules permit.
6. Coordination with the pipeline and oil and gas companies regarding natural gas and propane pipelines and oil and gas wells that may require relocation. All pipeline and well adjustments and relocations would be completed prior to construction.
7. For (Station 995+00 to Station 1005+00) and (i.e. Station 1005+00 to Station 1015+00), please refer to the Affected Soils and Groundwater Management Plan for guidance on interaction, monitoring, and use of soil and groundwater within these limits. All soils near these sites, known as Site 26 (elevated arsenic concentrations) shall be managed in accordance with the April 2016 Soil and Groundwater Management Plan.

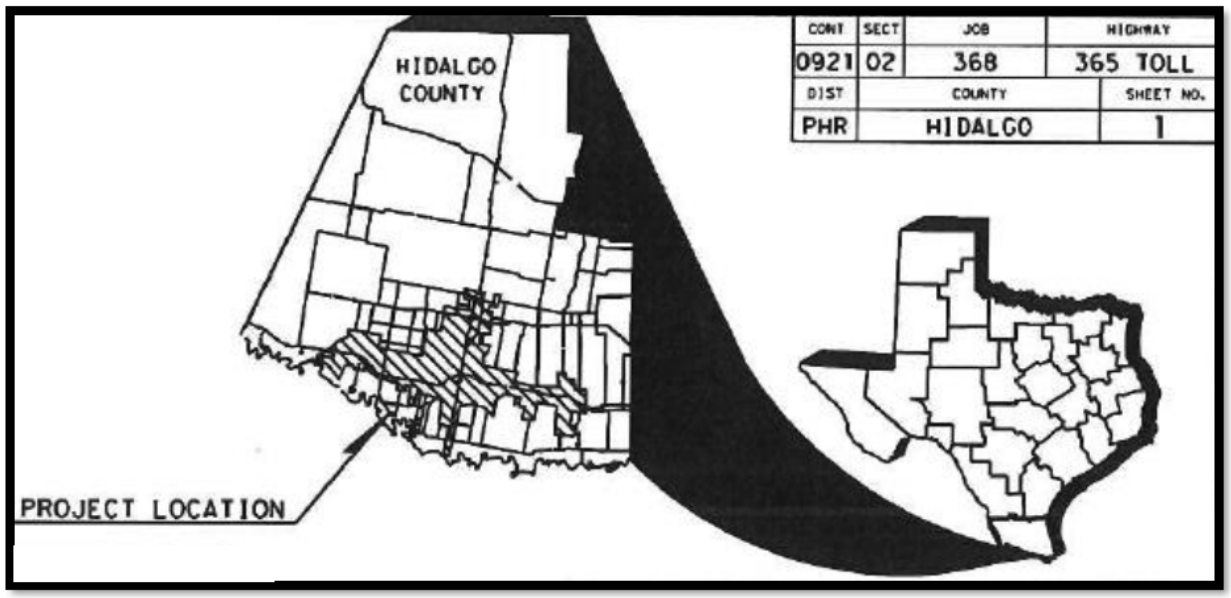
☒ Other

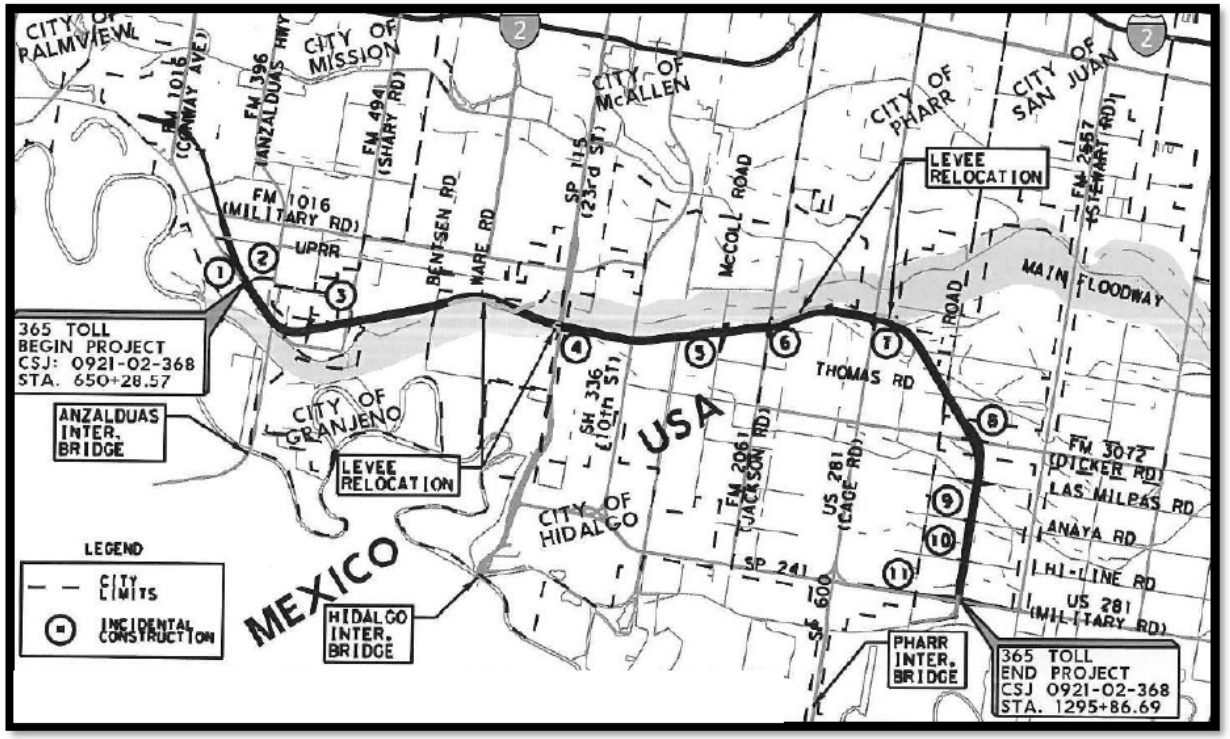
1. Due to the proximity of the proposed project to the McAllen-Miller International Airport and since temporary obstructions would occur during construction, coordination with the FAA is required. In accordance with 14 CFR Part 77, the HCRMA would submit Form 7460-1, Notice of Proposed Construction or Alteration to notify the FAA of construction activities at least 45 days prior to the start of construction or alteration. Coordinationwould be completed prior to construction of the proposed project.
2. 13,063 linear feet of levees at four locations along the USIBWC floodway is proposed. An USIBWC Construction License and their approval of the hydraulic impact statement would be obtained prior to construction. All construction within the USIBWC ROW would be completed in accordance with all applicable USIBWC guidelines and policies and in accordance with the approved USIBWC License.
3. Coordination with UPRR if contaminated railroad bed ballast and/or underlying contaminated soil is encountered during construction activities within the railroad ROW.
4. FAA coordination will be needed for any temporary obstructions anticipated to be over 200 feet in height.

Texas Department of Transportation
PHARR DISTRICT
ENVIRONMENTAL PERMITS,

EXHIBIT B-2

Project Overview





Key Staff Profiles

Raziel Flores – Project Manager

Current Position

Senior Wildlife Ecologist/Field Operations Manager

Discipline Areas

Endangered Species Surveying
Habitat Analysis
Reporting and Documentation of Environmental Sites
Staff Development
Plant Identification
Biological, Environmental, Construction Monitoring

Years' Experience

7

Joined Landhawk

Fall 2017

Education

MS, Biology, University of Texas Rio Grande Valley, 2017
BS, Biology, University of Texas Rio Grande Valley, 2014

Summary of Experience

Mr. Raziel Flores has gained professional environmental experience in the consulting and research industry over the past 7 years. His experience includes working on various natural resource management projects throughout Texas, New Mexico and the Southwest.

Significant Projects

U.S. Customs and Border Protection Infrastructure Projects

Mr. Flores oversees environmental studies for the U.S. Customs and Border Protection and assists with the writing and preparation of the biological reports. He also provides quality assurance and quality control over all final reports.

TXDOT Threatened and Endangered Species Surveys

Mr. Flores has conducted numerous threatened and endangered species surveys for transportation projects over the past years. He also completes the result reports for each survey.

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Environmental Scientists

Eric Cantu

Lead Environmental Scientist – conducts SWPPP inspections and MBTA surveys for the I2 I69C Interchange project. Specializes in SWPPP inspections and client relations.

Zachary Johnson – Environmental Scientist/Wildlife Biologist

Assists on SWPPP inspections and specializes on MBTA nesting bird surveys.

Ernest Herrera – Wildlife Ecologist/ GIS Manager

Develops GIS maps for all Landhawk projects.

EXHIBIT C
WORK SCHEDULE

Proposed Work Schedule

365 Toll Construction Phase

Task 1

Project Management / Administration	**03/01/2022 - 01/31/2026**

Task 2

Authority Construction Phase Tasks	**03/01/2022 – 01/31/2026**

Task 3

GEC Construction Phase Tasks	**03/01/2022 – 01/31/2026**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 8 WA Amount: $1,244,594.55 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
GEC Construction Management Support	**$1,244,594.55**
	$0
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name: HDR Engineering, Inc. **Address:** 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 **VID Number:** 14706805687 **PH:** 713-622-9264 **& FAX:** **Email:** David.Weston@hdrinc.com	**Name:** David C. Weston ***(Please Print)*** **Title:** Gulf Coast Area Manager _____ **Signature** **Date**
DBE/HUB Sub Provider: **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

Summary

Exhibit D

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt & Landhawk Consulting
Work Authorization: 08

	365 Toll Const Phase		Total by Firm	% by Firm
	Labor	ODE		
HDR	$714,634.31	$31,890.10	$746,524.41	60%
Melden and Hunt	$34,132.64	$0.00	$34,132.64	3%
Landhawk Consulting	$432,786.25	$31,151.25	$463,937.50	37%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$1,181,553.20	$63,041.35	Total WA	100% check
Total by Task	$1,244,594.55		$1,244,594.55	$1,244,594.55

	Year				
Estimated Annual Distribution of Fees	2022	2023	2024	2025	2026
HDR	$146,059.12	$194,745.50	$194,745.50	$194,745.50	$16,228.79
Melden and Hunt	$34,132.64				
Landhawk Consulting	$145,756.73	$106,744.52	$106,744.52	$104,691.74	
Yearly Totals	$325,948.49	$301,490.02	$301,490.02	$299,437.24	$16,228.79

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 08
Legend: reocurring every X months = ~Xm Assume 46 months of construction (Mar 2022 - Jan 2026)

Sam

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Transportation Planner IV	Senior Utility Coord	Chief Inspector	Senior Engineer Tech	Estimating Sch Support 2	Sr Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$254.57	$296.99	$198.00	$169.71	$141.43	$212.14	$198.00	$155.57	$147.08	$107.48	$179.61	$212.14	$115.69	$84.86		
DESCRIPTION OF TASKS/DETAILS																	
Task 001 - Project Management / Administration																0	$0.00
Monthly progress rpts/invoices/finance monitoring (42 mos)	63	21											63	84	21	252	$44,109.87
Work Authorization schedule (develop/monitor) (42 mos)	21											63				84	$15,948.45
Contractual document control (42 mos)															168	168	$14,256.48
General Support (42 mos)	42	42	21	42			21	21	21		21				42	273	$52,211.88
Task 002 - Authority Const Ph Tasks (assume avg 3 ppl @ 15hr/mo)	336	336			630					630	630					2562	$426,953.94
Task 003 - GEC Const Ph Tasks																0	$0.00
Review Contractor submittals (assume 30 submittals)	8	8			30						45				16	107	$15,087.18
NBI numbers		3			8										8	19	$2,800.27
Quarterly construction reports	11	5		11											11	38	$6,811.13
Monthly as-built tracking / final as-builts						42					168				21	231	$25,778.76
Review of Contractor's schedule	42	21										126				189	$37,242.87
Survey Control	8	6											4	4	4	26	$4,943.14
SW3P and Archeological monitoring(task by Landhawk)	42	42											25	30		139	$28,732.18
Progress meetings (18 mos wkly, 24 mos biwkly, 4 mos wkly)	42			136											42	220	$39,758.16
																0	$0.00
																0	$0.00
Labor Hours Total	615	484	21	189	668	42	21	21	21	630	864	189	92	118	333	4308	hours check
Labor Cost Total	$135,681.30	$123,211.88	$6,236.79	$37,422.00	$113,366.28	$5,940.06	$4,454.94	$4,158.00	$3,266.97	$92,660.40	$92,862.72	$33,946.29	$19,516.88	$13,651.42	$28,258.38	**$714,634.31**	cost check
% Staff Distribution	14%	11%	0%	4%	16%	1%	0%	0%	0%	15%	20%	4%	2%	3%	8%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08
Legend: reocurring every X months = ~Xmos

more appropriate for production work

Labor Categories	Project Manager	Senior CADD Operator	CADD Operator	Junior CADD Operator	Scheduler	Land Surveyor	Accounting	Admin / Clerical III	2 Person Crew	3 Person Crew	Type II ROW Monument	Total Task Hours	Line Item Fee
Negotiated Rate	$220.00	$103.95	$83.16	$68.31	$68.75	$196.02	$68.31	$66.83	$150.00	$185.00	$900.00		
DESCRIPTION OF TASKS/DETAILS													
Review Horizontal and Vertical Control Sheets	1					4		1				6	$1,070.91
Verify Existing Benchmarks	2		6		2	3			24			37	$5,264.52
Establish New Benchmarks											21	21	$18,900.00
Update Horizontal and Vertical Control Sheets	3		32		2					24		61	$7,898.62
Coordination with HCRMA	3						3	2				8	$998.59
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
Labor Hours Total	9	0	38	0	4	7	3	3	24	24	21	133	hours check
Labor Cost Total	$1,980.00	$0.00	$3,160.08	$0.00	$275.00	$1,372.14	$204.93	$200.49	$3,600.00	$4,440.00	$18,900.00	**$34,132.64**	cost check
% Staff Distribution	7%	0%	29%	0%	3%	5%	2%	2%	18%	18%	16%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08
Legend: reocurring every X weeks = ~Xwks

Labor Categories	Project Manager	Field Archaeologist	Principal Investigator	GIS Manager	Technical Editor	Clerical	Environmental Scientist	Total Task Hours	Line Item Fee
Negotiated Rate	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00		
DESCRIPTION OF TASKS/DETAILS									
Task 001 - Arch Permitting, Pre & Post Construction BL Data Collection								0	$0.00
Permitting			40					40	$2,600.00
Coordination w/ Resource Agencies			10					10	$650.00
Pre & Post Construction Baseline Data Collection (7 sites)		60						60	$3,900.00
Task 002 - Archaelogical Monitoring								0	$0.00
Daily Monitoring and Daily Reporting (8hr/day, 5 day wk, ~16wks)		720						720	$46,800.00
Weekly reporting (~16wks)	16	16		16				48	$3,120.00
Project management / Coordination (~16wks)	48	32						80	$5,200.00
Support Services (~16wks)		64				4		68	$4,420.00
Task 003 - Final Archaeological Monitoring Report - Archaelogical Monitoring									
Report Development and Review	70	124		20	20			234	$15,210.00
Final Draft Report	10	20						30	$1,950.00
Task 004 - Environmental Monitoring & SW3P inspections									
ENV monitoring and SWPPP inspection (1-2 days/wk, ~197wks)							3349	3349	$217,685.00
Weekly reporting (~197wks)				197			197	394	$25,610.00
Project management / Coordination (~197wks)	394						394	788	$51,220.00
Support Services (~197wks)						49.25	788	837.25	$54,421.25
								0	$0.00
								0	$0.00
								0	$0.00
Labor Hours Total	538	1036	50	233	20	53.25	4728	6658.25	hours check
Labor Cost Total	$34,970.00	$67,340.00	$3,250.00	$15,145.00	$1,300.00	$3,461.25	$307,320.00	**$432,786.25**	cost check
% Staff Distribution	8%	16%	1%	3%	0%	1%	71%	100%	

1. Task 1 does not include cost for collection and laboratory testing of soil samples.
2. Any work past 16 weeks under Task 2 will be charged at the sme rate of $65/hr.
3. LOE takes into account that multiple monitors are monitoring on the same day.
4. Mileage includes arrival and departure from project site including driving between archaeological site.

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00	100	$3,200.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00	100	$9,400.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00	100	$5,500.00
Mileage	mile	CSR	F	$0.585	3060	$1,790.10
Rental Car Fuel	gallon	n/a	M	$3.75	1200	$4,500.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00	100	$7,500.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	$580.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$450.00		$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	$600.00		$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	$900.00		$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	$45.00		$0.00
Taxi/Cab fare	each/person	n/a	M	$30.00		$0.00
Parking	day	n/a	M	$20.00		$0.00
Toll Charges	each	n/a	M	$10.00		$0.00
Standard Postage	letter	CSR	F	$0.47		$0.00
Certified Letter Return Receipt	each	CSR	F	$6.20		$0.00
Overnight Mail - letter size	each	CSR	M	$22.00		$0.00
Overnight Mail - oversized box	each	CSR	M	$85.00		$0.00
Courier Services	each	n/a	M	$28.00		$0.00
Photocopies B/W (11" X 17")	each	n/a	F	$0.25		$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	$0.12		$0.00
Photocopies Color (11" X 17")	each	n/a	F	$1.50		$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	$0.85		$0.00
Digital Ortho Plotting	sheet	n/a	M	$1.25		$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	$0.50		$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	$1.00		$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	$4.00		$0.00
Color Graphics on Foam Board	square foot	n/a	F	$5.00		$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	$125.00		$0.00
Report Printing	each	n/a	M	$65.00		$0.00
Report Binding and tabbing	each	n/a	M	$8.00		$0.00
Notebooks	each	n/a	M	$9.00		$0.00
Reproduction of CD/DVD	each	n/a	M	$5.00		$0.00
CDs	each	n/a	F	$1.75		$0.00
4" X 6" Digital Color Print	picture	n/a	F	$0.25		$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	$50.00		$0.00
Hazardous Materials Database Search	per search	n/a	M	$350.00		$0.00
Noise Meter Rental	per project	n/a	M	$150.00		$0.00
Environmental Database Search	per project	n/a	M	$1,100.00		$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	$65.00		$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	$1,350.00		$0.00
Newspaper Advertisement	per publication	n/a	M	$1,650.00		$0.00
Court Reporter	page	n/a	M	$10.00		$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	$500.00		$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	$100.00		$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	$35.00		$0.00
Sound Technician for Public Involvement	event	n/a	M	$1,000.00		$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	$45.00		$0.00
				Total ODE Cost	**$31,890.10**	**$31,890.10**

Prime Provider: HDR Engineering, Inc.
Subconsultant: Landhawk Consulting
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Mileage (Tasks 1-3, 250miles/wk,~16wks)(Task 4, 250miles/wk,~197wks)	mile	CSR	F	$0.585	53250	$31,151.25
				Total ODE Cost	**$31,151.25**	**$31,151.25**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-23

APPROVAL OF CONTRACT AMENDMENT NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 8

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

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Approval of a Work Authorization 6 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for review of the 365 Tollway value engineering change proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6.

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority.

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-12 Approval of Contract Amendment 4 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,407,587.59 to $1,527,558.27 for a total increase of $119,970.68 for Work Authorization No. 7; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable from $1,527,558.27 to $2,772,152.82 for a total increase of $1,244,594.55 for Work Authorization No. 8.

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

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

Section 2. The Board hereby approves the Contract Amendment 5 to the Professional Services Agreement with HDR Engineering, Inc. to increase the maximum amount payable to $2,772,152.82 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 5 to the Professional Services Agreement for General Engineering Consultant Services hereby approved.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 5

TO THE PROFESSIONAL SERVICE AGREEMENT

FOR

GENERAL ENGINEERING CONSULTANT SERVICES

BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY AND

HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period
This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on January 31, 2026.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $1,527,558.27 to $2,772,152.82 for a total increase of $1,244,594.55 due to additional scope and effort outlined in Work Authorization No. 8.

This Contract Amendment No. 5 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY	**GEC**
By: _____	By: _____
Name: Pilar Rodriguez	Name: David Weston
Title: Executive Director	Title: Gulf Coast Area Manager
Hidalgo County Regional Mobility Authority	HDR Engineering, Inc.
Date: _____	Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-24

DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING/DESIGN SERVICES WITH SAENZ OIL & GAS SERVICES, LLC, MODIFYING ARTICLE II: AGREEMENT PERIOD TO CONFORM TO THE TERM PROVIDED FOR IN EACH APPROVED WORK AUTHORIZATION; AND AMENDMENT TO WORK AUTHORIZATION #4 MODIFYING PART IV TO PROVIDE A TERMINATION DATE OF JUNE 1, 2022

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

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

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

WHEREAS, on September 26, 2017, the Authority approved Resolution 2017-78, Professional Services Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway in the not to exceed amount of $52,091.90;

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

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

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

WHEREAS, on March 23, 2021, the Authority approved Resolution 2021-08, to amendand restate the Professional Services Agreement for Engineering/Design Services with Saenz Oil & Gas Services, LLC and issue Work Authorization Number 3 in the amount of $2,940.00 for a revised maximum payable amount of $77,023.10;

WHEREAS, on June 22, 2021, due to a contract amendment with Lonestar Pipeline, LLC, the Authority agreed to manage a utility relocation, including engineering, and approved Resolution 2021-25 Approval of Work Authorization 4 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC for Lonestar Pipeline Relocation Mitigation in the 365 Tollway Project in the amount of $465,740.75.

WHEREAS, to manage the extended timing of the work, the Authority now finds it necessary to approve *Resolution 2022-24 Discussion and consideration of an amendment to Professional Services Agreement for Engineering / Design Services with Saenz Oil &Gas Services, LLC, modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022.*

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

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

Section 2. The Board hereby approves the Resolution 2022-24 for Work Authorization 4 to modifying Article II: Agreement Period to conform to the term provided for in each approved Work Authorization; and Amendment to Work Authorization #4 modifying Part IV to provide a termination date of June 1, 2022; hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 4to the Professional Service Agreement with Saenz Oil & Gas Services LLC as approved.

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

CONTRACT AMENDMENT #3, WORK AUTHORIZATION #4, SUPPLEMENTAL #1 TO PROFESSIONAL SERVICE AGREEMENT WITH SAENZ OIL & GAS SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County Regional Mobility Authority (HCRMA)(Authority)

Utility/Pipeline EncroachmentEngineering Analysis

Contract Amendment No. 3

March 22, 2022

Saenz Oil & Gas Services, LLC

ATTACHMENT D-2 SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 1 TO WORK AUTHORIZATION #4 is made pursuant to the terms andconditions of "Attachment A General Provisions, Section 6, Supplemental Agreements of that certain ProfessionalServices Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Saenz Oil & Gas Services, LLC (the Engineer).

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

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 1, 2022.

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

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

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

Exhibit A

WORK AUTHORIZATION #4

TO

PROFESSIONAL SERVICE AGREEMENT WITH

SAENZ OIL & GAS SERVICES, LLC.

♦Contract No. 07-E40-17-10♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

High Pressure Gas Line
Relocation
Engineering, Design, &
Inspection Services

Work Authorization No. 4

June 22, 2021

Saenz Oil & Gas Services, LLC

ATTACHMENT D-1

WORK AUTHORIZATION NO.__4__
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $465,740.75 and the method of payment is LUMP SUM as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Proposal, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 21, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

Authority
~~THE ENGINEER~~

(Signature)

PILAR RODRIGUEZ
(Printed Name)

EXECUTIVE DIRECTOR
(Title)

6/28/2021
(Date)

Engineer
THE ~~AUTHORITY~~

(Signature)

Name: Alfredo Saenz, Jr., P.E.
(Printed Name)

Title: President
(Title)

25 June 2021
(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

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

PS&E P.S. & E. Development

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

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

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

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

Schematic Update

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

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

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

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

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

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will cover surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addi**?**on, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

The **CONSULTANT** will provide the following:

1. **SURVEY PHASE SERVICES:**

A. SURVEY (BOUNDARY & EASEMENT PLATS)

- Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction. [Assumed. 4 days of Field Boundary Survey: 9 easement plats based on potentially 9 different property owners where the easement traverses].

B. SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT)

- Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly. [Assumed 4 days of Planimetric Survey].

- Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area. [Assumed 2 days of Construction Staking].

- During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications. [Assumed 6 days of As-Built, contingent on the construction contractor's progress].

2. **ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:**

A. HDD PIPELINE RELOCATION

- Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
- Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
-

B. ASSIST LONESTAR IN THEIR PREPARATION OF THE BID PACKAGE; TO INCLUDE, SUBMITTAL OF IFB DRAWINGS.

- Participation in bid meeting and addressing technical design questions.

C. **ASSIST LONESTAR IN THEIR PREPARATION OF THE CONSTRUCTION PACKAGE; TO INCLUDE, SUBMITTAL OF IFC DRAWINGS**.

- Participation in preconstruction meeting and addressing technical design questions.

D. BID PACKAGE AND CONSTRUCTION MANAGEMENT

- On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021.

E. GEOTECHNICAL ANALYSIS & REPORT:

- Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

F. ENVIRONMENTAL ANALYSIS & REPORT:

- Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

F. BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION

- Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

EXHIBIT C

WORK SCHEDULE

The CONSULTANT anticipates that work will be performed within 6 months of the Notice to Proceed (NTP).

DELIVERABLE	DURATION
Initial Coordination Meeting	2 weeks after NTP [July 13, 2021]
Survey Phase Services	20 days [August 13, 2021]
Engineering Design Phase	60 days after NTP [Sept. 10, 2021]
Construction Management / Inspection	TBD
Final Report Delivery	TBD
As Build Plan Submittal	TBD

EXHIBIT D

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construc&#65533;on, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
Subtotal Project Fee =	**$422,870.75**
SOGS 15% Markup (CAMS Effort Only) =	**$42,870.00**
Total Project Fee =	**$465,740.75**

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project related travel expenses, fees and out-of-pocket material expenses such as prin&#65533;ng, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10.

Mileage will be charged at the current IRS approved rate.

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

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

Work Authorization (WA)#: 4 WA Amount: **$465,740.75** Date: ___ Supplemental Work Authorization (SWA) #:_____to WA #:_____SWA Amount: _____

Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Utility/Pipeline Encroachment Engineering Analysis	**$ 465,740.75**
Total Commitment Amount *(Including all additional pages.)*	**$ 465,740.75**

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

Provider Name: Saenz Oil & Gas Services, LLC **Address:** P.O. Box 1108, Rosenberg, Texas 77471**VID Number:** **PH: & FAX:** (832) 491-8656 **Email:** alfredo@saenzoilgas.com	**Name:** Alfredo Saenz, Jr., P.E. ***(Please Print)*** **Title:** President 25 June 2021 **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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

ENGINEERING & SURVEY SERVICES PROPOSAL

HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas

Survey, Engineering, & Project Management for Pipeline Encroachment Mitigation

Prepared For

Hidalgo County Regional Mobility Authority

Prepared By

TBPE FIRM NO. 15144

MAILING ADDRESS:
P.O. BOX 1108
ROSENBERG, TEXAS 77471

PHYSICAL ADDRESS:
11960 BARKER CYPRESS ROAD, SUITE 100
CYPRESS, TEXAS 77433

Date: June 14, 2021

To: Ramon Navarro IV, P.E., C.F.M.
Hidalgo County Regional Mobility Authority
Chief Construction Engineer

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

RE: Engineering & Survey Services Proposal_Rev02
HCRMA Toll 365 - Lonestar Pipeline Relocation - Hidalgo Co., Texas
Survey, Engineering, & Project Management Services for Pipeline Encroachment Mitigation
SOGS Project No. H01-21001

Saenz Oil & Gas Services, LLC (SOGS) appreciates the opportunity to offer the Hidalgo County Regional Mobility Authority (HCRMA) our services for the surveying, engineering design, & project management mitigation associated with adverse impacts on Lonestar Pipeline Company, LLC (Lonestar) 8-inch high-pressure natural gas pipeline. These adverse impacts to the pipeline are caused by the proposed Toll 365 highway construction and drainage improvements crossing the referenced pipeline near Toll 365 Station 818+00 in Hidalgo County, Texas ("Project" hereafter). This proposal covers surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addition, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

BACKGROUND, PURPOSE AND AUTHORIZATION

It is our understanding that the proposed Toll 365 highway consists of elevated embankment fill to construct 70-foot wide total pavement width, proposed frontage roads, and associated combination of open drainage ditches and storm pipe crossing Lonestar's 8-inch pipeline. As part of the Project, the existing North Floodway Levee will be removed, and a new levee will be constructed parallel the Toll 365 highway embankment. The mitigation option selected is to install a new pipeline at a lower elevation via HDD method and remove the existing pipeline where applicable. The relocation is anticipated to be approximately 800 to 1,000 linear feet, subject to preliminary design survey and site visit to evaluate field conditions for constructability assessment.

It is assumed that the Lonestar 8-inch pipeline will be temporarily placed out-of-service per industry safe procedures to allow for new pipeline tie-ins to be performed.

The expectation is to provide a design that is safe for construction, minimizes environmental impacts, and is cost effective for all stakeholders; in accordance with, CFR 192, TAC 21.40, API 1102, and associated Lonestar/CAMS Construction Specification for Land Pipeline Construction; specifically the following sections, LP-02 Survey, LP-011 Road & Rail Crossings, and certain aspects associated with HDD design in section LP-017.

SCOPE OF SERVICE & DELIVERABLES

Based on information gathered from the scope of work description we received, we propose that our scope of services include the services described as follows:

SURVEY PHASE SERVICES:

1. **SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT) = $43,750**
   a) Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly.
      - Assumed 4 days of Planimetric Survey.
   b) Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
      - Assumed 2 days of Construction Staking.
   c) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications.
      - Assumed 6 days of As-Built, contingent on the construction contractor's progress.

2. **SURVEY (BOUNDARY & EASEMENT PLATS) = $22,990 (TAXABLE SERVICE)**
   a) Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction.
      - Assumed 4 days of Field Boundary Survey.
      - Assumed 9 easement plats based on potentially 9 different property owners where the easement traverses.

ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:

3. **HDD PIPELINE RELOCATION = ITEMS 3 THRU 5 = $38,500.75**
   a) Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
   b) Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.
4. Assist Lonestar in their preparation of the bid package; to include, submittal of IFB drawings.
   a) Participation in bid meeting and addressing technical design questions.
5. Assist Lonestar in their preparation of the construction package; to include, submittal of IFC drawings.
   b) Participation in preconstruction meeting and addressing technical design questions.
6. **Bid Package and Construction Management**
   a) On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per

CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021 and Item 9 noted below.

GEOTECHNICAL ANALYSIS & REPORT:

7. GEOTECHNICAL = $12,860

a) Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

ENVIRONMENTAL ANALYSIS & REPORT:

8. ENVIRONMENTAL = $18,970

a) Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION MANAGEMENT:

9. CAMS = $285,800

a) Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

PROJECT SCHEDULE:

We are prepared to strive forward toward the achievement of any reasonable project schedule that may be determined appropriate for the Project. We are prepared to begin work immediately after receipt of an executed Work Authorization.

CLIENT PROVIDED INFORMATION

The following items are required from to initiate the Scope of Services and Deliverables on this project, including but not limited to:

1. HCRMA to provide executed issuance of a Work Authorization upon review and approval of this proposal.
2. Lonestar/CAMS shall provide associated in-house standards to be implemented in the design accordingly.
3. Lonestar/CAMS shall provide pipeline alignment and/or as-built drawings, to include pipeline easement document information.
4. HCRMA will provide Land support for temporary work space easement acquisition and site access, to include establishment of existing pipeline easement. SOGS will provide temporary work space plats submitted to HCRMA for their effort in coordination with Land Owner(s).
5. HCRMA to provide CAD files for reference of proposed Toll 365 appurtenances and right of way limits.
6. HCRMA will execute construction contract with selected Contractor and CAMS will perform bid phase services and construction management phase services.

FEES

SOGS proposes to provide the indicated Scope of Services and Deliverables described above on a Lump Sum Basis for the amount delineated below in accordance with Contract No. 07-E40-17-10.

Survey (Preliminary, Construction, & As-Built)	**$43,750.00**
Survey (Boundary & Easement Plats)	**$22,990.00**

Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$38,500.75**
Engineering (HDD Design IFR, IFB, & IFC Alignment Drawings)	**$285,800.00**
Geotechnical Analysis & Report	**$12,860.00**
Environmental Analysis & Report	**$18,970.00**
Subtotal Project Fee =	**$422,870.75**
SOGS 15% Markup (CAMS Effort Only) =	**$42,870.00**
Total Project Fee =	**$465,740.75**

Our fee for these services does not include sales tax or reimbursable expenses, as applicable. For project-related travel expenses, fees and out-of-pocket material expenses such as printing, postage, courier costs, etc., the charges will be billed and paid in accordance with Contract No. 07-E40-17-10. Mileage will be charged at the current IRS approved rate.

ADDITIONAL SERVICES, IF NEEDED:

Any 'Additional Services', which would require additional compensation to SOGS, must have prior written, and/or electronic, approval by HCRMA.

Regards,
Saenz Oil & Gas Services, LLC

Alfredo Saenz Jr., PE
Project Manager
alfredo@saenzoilgas.com
Cell: (832) 491-8656

HCRMA/Lonestar Pipe
Toll 365 - 8" Lonestar Pipeline Replacement via HDD
SURVEY, ENGINEERING, AND CONSULTING SERVICES
ESTIMATED WORK HOUR / COST BREAKDOWN

	HDD ENGINEERING Design Effort								Sub Consultants & SOGS Management Effort					
	ENGINEERING			DRAFTING										
TASK / DELIVERABLES	Program Manager	PROJECT MANAGER	PROJECT ENGINEER	SENIOR DESIGNER	DRAFTING ASSOCIATE	Project Controls	ADMIN	Total Engineering	Survey (SAM)	Geotech (Tolunay-Wong)	Environmental (Landhawk)	CAMS	Sub Total Cost Per Subconsultants & Per Task	SOGS 15% Markup (CAMS Effort Only)
Preliminary Engineering Assessment	8	20	10	10		8	8	64						
Planimetric Survey (Design Survey)									$ 14,000.00				$ 14,000.00	
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1a - Review Prelim Plat & Provide Docs.												$ 8,574.00	$ 8,574.00	$ 1,286.10
Geotech Analysis & Report										$ 12,860.00			$ 12,860.00	
CAMS Task 2b - Review Geotech. Report												$ 5,716.00	$ 5,716.00	$ 857.40
Envi (Threatened/Endangered Species Report)											$ 4,192.00		$ 4,192.00	
Envi (Wetlands Survey & Report)											$ 4,588.00		$ 4,588.00	
Envi (Cultural Resources & Invest. Report)											$ 5,272.00		$ 5,272.00	
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
Envi (GIS Work)											$ 1,650.00		$ 1,650.00	
												Preliminary Engineering Assessment =	**$ 69,981.00**	**$ 2,143.50**
Engineering Design Package Submittal (IFR)	4	13	10	10	15	5	3	60						
Survey (IFR HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 2a - Review IFR, Calcs. & Provide Docs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
Boundary Survey (Easement Plats)									$ 11,495.00				$ 11,495.00	
CAMS Task 1b - Review Final Plat												$ 8,574.00	$ 8,574.00	$ 1,286.10
Envi (IBWC License Obtainment)											$ 1,634.00		$ 1,634.00	
CAMS Task 2c - Review Final Environmental Report												$ 5,716.00	$ 5,716.00	$ 857.40
												Engineering Design Package Submittal (IFR) =	**$ 42,959.00**	**$ 4,287.00**
Bid Package Submittal (IFB)	12	33	20	10	15	13	9	112						
Survey (IFB HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 3a - Review IFB & Calcs.												$ 11,432.00	$ 11,432.00	$ 1,714.80
CAMS Task 3b - Prepare Bid Docs. & Bidders List												$ 34,296.00	$ 34,296.00	$ 5,144.40
CAMS Task 3c - Pre-bid Mtg. & Bid Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3d - Bid Evaluation & Recommendation												$ 20,006.00	$ 20,006.00	$ 3,000.90
												Bid Package Submittal (IFB) =	**$ 81,274.00**	**$ 12,003.60**
Construction Package Submittal (IFC)	8	15	10	9	10	10	6	68						
Survey (IFC HDD Alignment Drawing)									$ 1,250.00				$ 1,250.00	
CAMS Task 4a - Review IFC & Calcs.												$ 14,290.00	$ 14,290.00	$ 2,143.50
CAMS Task 3e - Review Construction Contract												$ 20,006.00	$ 20,006.00	$ 3,000.90
CAMS Task 3f - Pre-construction Mtg. & Clarifications												$ 14,290.00	$ 14,290.00	$ 2,143.50
												Construction Package Submittal (IFC) =	**$ 49,836.00**	**$ 7,287.90**
Construction Phase														
CAMS Task 4b.i - Contractor Mobilization												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (Construction Staking)									$ 7,000.00				$ 7,000.00	
CAMS Task 4b.ii - Complete Pre-pullback Hydrotest												$ 28,580.00	$ 28,580.00	$ 4,287.00
CAMS Task 4b.iii - Complete All Field Work												$ 28,580.00	$ 28,580.00	$ 4,287.00
Survey (As-Built)									$ 19,000.00				$ 19,000.00	
CAMS Task 4b.iiii - Final Acceptance												$ 28,580.00	$ 28,580.00	$ 4,287.00
												Construction Phase =	**$ 140,320.00**	**$ 17,148.00**
Total Man-Hours (HDD Engineering)	**32**	**80**	**50**	**39**	**40**	**36**	**26**	**Engineering**	**Survey**	**Geotech**	**Environmental**	**CAMS**	**Total Subs**	**Total Project**
Labor Rate	$ 190.12	$ 165.62	$ 147.00	$ 103.88	$ 92.12	$ 73.50	$ 54.88							
Project Labor Cost	$ 6,083.84	$ 13,249.60	$ 7,350.00	$ 4,059.63	$ 3,684.80	$ 2,646.00	$ 1,426.88		$ 66,740.00	$ 12,860.00	$ 18,970.00	$ 285,800.00	$ 384,370.00	$ 42,870.00
Non-Labor Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -							
Expenses (Per Diem, Repro, CAD, Travel, Supplies, Etc)														
Total Project Cost	**$ 6,083.84**	**$ 13,249.60**	**$ 7,350.00**	**$ 4,059.63**	**$ 3,684.80**	**$ 2,646.00**	**$ 1,426.88**	**$ 38,500.75**	**$ 66,740.00**	**$ 12,860.00**	**$ 18,970.00**	**$ 285,800.00**	**$ 384,370.00**	**$ 465,740.75**

Description:

1. **Effort includes time to manage subs and overhead to prepare invoices for processing payment.**
2. **CAMS's task are per proposal dated June 9, 2021 and associated clarifications noted by CAMS in this proposal.**
3. **Invoicing will be based on percent complete per each task and deliverable.**

CAMS
Consolidated Asset Management Services

June 9, 2021

Mr. Alfredo Saenz Jr., PE
Saenz Oil & Gas Services
PO Box 1108
Rosenberg, TX 77471

RE: ENGINEERING, QA/QC, CONSTRUCTION AND PROJECT MANAGEMENT SERVICES FOR THE RELOCATION OF LONESTAR PIPELINE - HCRMA SH-365 TOLL ROAD PROJECT

Mr. Saenz:

This letter and proposal is in response to the request of Saenz Oil & Gas (SOGS) on behalf of the HCRMA for the relocation of the Lonestar Pipeline due to the proposed SH-365 Toll Project. CAMS Midstream Services (CAMS) and M&H Engineering Services (as a subcontractor to CAMS Midstream) propose to provide the various services outlined in your request for proposal dated May 24, 2021. CAMS is pleased to provide the following proposal for services and costs to support the engineering, QA/QC, construction and project management for the subject relocation.

Based on scope of work provided by SOGS to CAMS on May 24th, CAMS' proposal shall include the following, except as clarified below, some of which shall be provide by a licensed Texas Professional Engineer:

ISSUED FOR REVIEW PHASE:

1. **SURVEY (PLANIMETRIC/TOPO & BOUNDARY FOR CONSTRUCTION EASEMENT PLAT)**
   a) **Task(s):** Review the initial draft easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat. Provide recorded documents of the existing easement within this project limits and any other pertinent permits/right-of-way agreements. Provide pipeline alignment and/or as-built drawings.
   b) **Task(s):** Review the final easement plat as it relates to the existing permanent easement description and temporary work space limits as noted on the plat; and, verify all previous comments were addressed.

2. **ALIGNMENT DRAWING (HDD DESIGN), GEOTECHNICAL REPORT, & ENVIRONMENTAL REPORT**
   a) **Task(s):** Review and provide comments on the IFR HDD design drawing to verify accordance with specifications, standards, applicable regulatory requirements, constructability, stress analysis, and other CAMS applied QA/QC specifications per current standards. Provide internal bid documents to be applied in IFB phase.

b) **Task(s):** Review and provide comments on the geotechnical report.
c) **Task(s):** Review and provide comments on the environmental report.

ISSUED FOR BID PHASE:

3. ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS

a) **Task(s):** Review and provide comments on the IFB HDD design drawing to verify accordance with specifications per IFR comments, bill of materials and other CAMS applied *QNQC* specifications per current standards.
b) **Task(s):** Review and provide comments on bid documents and other CAMS applied *QNQC* specifications for bidding process. Provide recommended list of Contractors and provide documents that selected Contractors are on CAMS approved vendor list.
c) **Task(s):** Participate in pre-bid meeting and in addressing questions/clarifications from Contractors.
d) **Task(s):** Review and approve qualified selected Contractor; to include, provide bid tabulation and letter of recommendation for the selected Contractor. Selected Contractor shall provide construction schedule for review and approval by SOGS, HCRMA, and CAMS.
e) **Task(s):** Assist in reviewing the contract for construction between the selected Contractor and HCRMA.
f) **Task(s):** Participate in pre-construction meeting and m addressing questions/clarifications from Contractors.

ISSUED FOR CONSTRUCTION PHASE:

4. ALIGNMENT DRAWING (HDD DESIGN) & BID DOCUMENTS

a) **Task(s):** Review and provide comments on the IFC HDD design drawing to verify accordance with specifications per IFB comments, bill of materials and other CAMS applied *QNQC* specifications per current standards. These changes to the IFC are either based on comments or clarifications presented during the bid phase. Any majorchanges to the IFC drawings will be amendment and may require a scope change in the Contractor's bid.
b) **Task(s):** CAMS will provide Construction Management services (construction manager and qualified site inspector(s)).
    1. As per CAMS "Construction Specification for Land Pipeline Construction", CAMS's construction manager and/or site inspector will be responsible for assuring project Contractor and construction activities are in accordance with bid construction documents and all applicable construction standards; to include, industry regulations standards, preparation of job plan, and safety of the on-site project.
    11. Coordinate progress meetings with SOGS, Surveyor, Inspector, and Contractor regarding work reports, schedule, billing statements, redlined drawings for assembly of final as-built construction documents.
    111. Responsibly execute Final Acceptance of the project construction; to include but not limited to acceptance of welding procedures performed and hydrostatic testing performed in coordination between the Contractor and CAMS.

SOGS Provided Information

The following items and services will be provided by SOGS as requested:

1. During Construction Phase, SOGS will provide timely engineering assistance in tasks associated specifically with the HDD design. For example, after pilot hole is completed, CAMS shall provide SOGS the drill profile for review and approval to verify stress analysis and other HDD aspects are in compliance.

   a) Upon NTP for Construction, SOGS will coordinate with CAMS on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area.
      - Not to exceed 2 days of Construction Staking.

   b) During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with CAMS per their specifications.
      - Not to exceed 6 days of As-Built, contingent on the construction Contractor's progress. If it is anticipated that the 6 days will be exceeded, meeting shall be held to evaluate and discuss efficiency of the Contractor's progress.

The above scope of work for this project is modified based on the clarifications below:

- "Design" and "Bid" phase work has been estimated based on Saenz' task descriptions.
- "Construction" phase work has been estimated based on a recently completed HDD project for the pipeline, and includes job books as project documentation.
- Coordination ofIBWC license amendment for the levee crossing has been added to the scope of Task 3b. Progress measurement for this task shall be based on submittal of all required documentation to IBWC, rather than on receipt of approval from IBWC.
- CAMS will now prepare the construction scope of work and bid package and provide input to the construction contract package as part of the scope of Task 3b. The actual construction package will be prepared by HCRMA since the Contractor selected will be compensated by HCRMA. SOGS and CAMS will have input on the construction contract; to include, providing the IFC drawings, scope of work, job plan, etc.
- The construction scope of work needs to clarify that HCRMA has designated CAMS/M&H as Construction Manager, and that each shall have authority to direct the contractor on behalf ofHCRMA. CAMS and M&H will align with HCRMA on any major decisions, if any may arise.
- The construction contractor will place all purchase orders for materials based on approved bills of material, drawings and specifications.
- SOGS provided the following clarifications of the expected invoice payment process, and cycle times for HCRMA. Such payment terms must be incorporated in the agreement between CAMS and SOGS.
  - CAMS will submit invoice to SOGS by 1st week of month. SOGS will review and prepare invoice package in accordance with its MSA with HCRMA. SOGS will submit by mid-week for HCRMA initial review. If

no comments, the HCRMA board meets on 4th Tuesday of every month to approve invoices. Upon approval, on the 4th Tuesday, SOGS typically receives payment within 30 days after approval. Once SOGS receives payment from HCRMA, SOGS will submit payment to CAMS within one (1) business day of receipt.

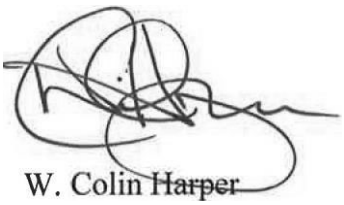
- Payments shall be made in accordance with the Lump Sum progress payment schedule attached hereto.

CAMS Midstream would envision implementing the aforementioned services for SOGS in the following manner:

- Execute a Contract between SOGS and CAMS Midstream to provide the selected services for the subject relocation project; and
- Coordinate with SOGS and HCRMA regarding the proposed project and CAMS services; Provide the services outlined in the scope of work in conjunction with the clarifications provided above.

Thank you for the opportunity to submit this proposal for the subject Lonestar Pipeline relocation services for Saenz Oil & Gas Services. We look forward to receiving your comments on the proposed Professional Services Agreement provided by CAMS.

Best regards,



W. Colin Harper
Sr. Vice President
CAMS Midstream Services, LLC

Attachments

Proposed Lump Sum for Outlined Scope of Services

Proposed Lump Sum Project Amount: $285,799

CAMS Lonestar Pipeline 365 Toll Project
QA/QC and Construction Management Estimate

Item	Task(s)	$285,799	Progress Payments
	Design Phase		
1a	Review initial plat, provide documents	3%	$8,574
1b	Review final plat	3%	$8,574
2a	Review IFR drawings/calcs, provide documents	5%	$14,290
2b	Review geotechnical report	2%	$5,716
2c	Review environmental report	2%	$5,716
	Bid Phase		
3a	Review IFB drawings/calculations	4%	$11,432
3b	Prepare bid documents; bidders list	12%	$34,296
3c	Pre-bid meeting, bid clarifications	5%	$14,290
3d	Bid evaluation/recommendation	7%	$20,006
3e	Review construction contract	7%	$20,006
3f	Pre-construction meeting/clarifications	5%	$14,290
	Construction Phase		
4a	Review IFC drawings	5%	$14,290
4b.i	Contractor Mobilization	10%	$28,580
4b.ii	Complete pre-pullback hydrotest	10%	$28,580
4b.iii	Complete all field work	10%	$28,580
4b.iv	Final Acceptance, project documentation	10%	$28,580
		100%	**$285,799**

6/8/2021

Proposed Budget for Lonestar Pipeline Relocation (Environmental)

IBWC License

Task 1. Threatened and Endangered Species Survey and Report

Senior Wildlife Biologist: $75/hour
Wildlife Biologist $67/ hour

Field Survey/Travel Time: 8 hours x $75 =$600.00
8 hours x $67 = $536.00

Mileage: 100 miles x $0.56 = $56.00

Field work total: $1,192.00

Report development: 40 hours x $75 = $3,000.00

Reporting work total: $3,000.00

Task 1 Total: $4,192.00

Task 2 Wetlands Survey and Report
Senior Wetland Scientist: $95/hour

Field Survey/Travel Time: 8 hours x $95 = $760.00

Mileage: 50 miles x $0.56 = $28.00

Field work total: $788.00

Report Development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 2 Total: $4,588.00

GIS work
GIS technician: $55 x 30 = $1,650.00

GIS work total: $1,650.00

Task 3 Cultural Resources Investigations and Report
Senior Archaeologist: $95/hour
Archaeologist: $75/hour

Field survey/Travel time: 8 hours x $95 = $760.00
8 hours x $75 = $600.00
Mileage: 200 x $0.56 = $112.00

Field work total: $1,472.00

Report development: 40 hours x $95 = $3,800.00

Reporting work total: $3,800.00

Task 3 Total: $5,272.00

Task 4 IBWC License Obtainment
Coordination with USACE: 4 hours x $57.00 = $228.00
Coordination with USFWS: 4 hours x $57.00 = $228.00
Coordination with THC: 4 hours x $57.00 = $228.00
Coordination with TPWD: 4 hours x $57.00 = $228.00
Coordination with TCEQ: 4 hours x $57.00 = $228.00
Coordination with IBWC: 4 hours x $57.00 = $228.00
Coordination total: $1,368.00

Overall project management: 20 hours x $95 = $1,900.00

Task 4 Total: $3,268.00

Grand total: $18,970.00

Thank you,

J.D. Cortez
President/Senior Wildlife Biologist
Landhawk Consulting, LLC
jcortez@landhawkconsulting.com
956.463.6729

Tolunay-Wong Engineers, Inc.

2455 West Cardinal Drive, Suite A - Beaumont, Texas 77705 - Phone (409) 840-4214

Proposed Budget Estimate					
Description		Unit	Quantity	Rate	Extension
Pre-Commencement Activities					
1	Senior Project Manager	hour	2	$200.00	$400.00
2	Project Professional	hour	2	$130.00	$260.00
3	Field Services Supervisor	hour	2	$95.00	$190.00
4	Support Vehicle	trip	1	$75.00	$75.00
Field Program					
5	Transports of Geotechnical Equipment	each	2	$700.00	$1,400.00
6	2-man Crew/Equipment	day	1	$2,800.00	$2,800.00
7	Senior Technician	day	1	$1,050.00	$1,050.00
8	Grouting	foot	150	$4.00	$600.00
9	Support Vehicle	day	1	$75.00	$75.00
10	Crew Per Diem	day	1	$350.00	$350.00
11	Field Services Supervisor	hour	4	$95.00	$380.00
Laboratory Testing					
12	Geotechnical Index/Strength Testing	foot	150	$12.00	$1,800.00
Log Compilation/Factual Report Preparation					
13	Senior Project Manager	hour	4	$200.00	$800.00
14	Project Professional	hour	16	$130.00	$2,080.00
15	Staff Professional	hour	6	$100.00	$600.00
Total Budget Estimate					**$12,860.00**

General Notes:

1) TWE's scope of services includes a geotechnical study for the relocation of the 8-in Lonestar Pipeline in McAllen, Texas using HDD methods. Two (2) test borings are proposed to depths of 75-ft below grade. The boring locations are shown on TWE Drawing No. P21-B175.1 and will be identified in the field using a hand-held GPS unit.

2) TWE will subcontract a conventional highland buggy-mounted geotechnical drilling rig and two (2) person crew to perform standard dry auger and wash-rotary drilling and sampling services. A TWE Geotechnician will be provided for site coordination and logging of the boreholes.

3) Laboratory testing on soil samples will include standard geotechnical index and strength properties including moisture content, unit weight, Atterberg limits, grain size distribution and compressive strength.

4) Engineering analysis will be performed using the information obtained from the field and laboratory programs to provide the Client with the geotechnical data needed to assist them with the calculation of maximum mud pressures during HDD activities and appropriate factor of safety against hydrofracture. Our final report will include a discussion regarding the subsurface conditions encountered, detailed boring logs, geotechnical design parameters and allowable formation limit pressures associated with the project site

5) Pre-commencement will require five (5) to ten (10) working days. The field program will require one (1) working day. Laboratory testing will require three (3) to five (5) working days. Engineering analysis and reporting will require five (5) to ten (10) working days. Our overall project duration is expected to be three (3) to four (4) weeks from field commencement to report submittal.

Exclusions:

1) Environmental assessments for the presence or absence of hazardous or toxic materials within or on the soil, air or water at the site.

2) Surveying to provide precise geographical, state plane or plant coordinates and ground surface elevations at each test boring location.

3) Pre-clearance hydroexcavation or geophysical explorations using ground penetrating radar (GPR), electromagnetic (EM) or radio-detection (RD) utility locating equipment at each boring location to identify possible unknown subsurface utilities, pipelines, obstructions or anomalies.

4) Isolation casing and/or environmental drilling methods [i.e. hollow-stem auger (HSA) methods] within environmentally sensitive or impacted soils.

5) Containment and/or handling of cuttings and fluids generated from the test boring activities or decontamination of equipment.

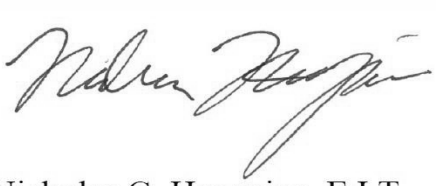
6) Traffic control plans, equipment or personnel.

Closing:

If you have any questions regarding this revised budget estimate, please contact us at (713) 722-7064. We appreciate your consideration for this project and we look forward to continuing our working relationship with Saenz Oil and Gas Services, LLC.

Sincerely,

TOLUNAY-WONG ENGINEERS, INC.
TBPELS Firm Registration Number F-000124



Nicholas G. Hacopian, E.I.T.
Geotechnical Engineer

Tyler G. Henneke, P.E.
Vice President

NGH/TGH/ngh

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2022 - 25

DISCUSSION AND CONSIDERATION OF AMENDMENT TO SCHEDULE A OF THE THIRD AMENDED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

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

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity;

WHEREAS, the Authority requires administrative support and staffing to undertake its duties and responsibilities;

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for administrative services, effective on June 20, 2012 and amended and restated on April 4, 2014; on July 28,2015; and, again amended and restated and September 28, 2021; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to amend Schedule A of the agreement to include vehicle rentals for construction inspectors as part of the 365 Tollway Project contruction;

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

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

Section 2. The Board hereby authorizes the Chairman to execute the amended Schedule A of the Third Amended and Restated Agreement with the City of Pharr, attached hereto in substantially final form as Exhibit A.

* * *

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

AMENDED SCHEDULE A TO THE
THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES

THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE SERVICES

Revising Schedule A to the Second Amended and Restated Interlocal Agreement for Administrative Services to include vehicle rental

SCHEDULE A
updated as of March 22, 2022

Administrative Services Requested by the HCRMA and Approved by the City

$180.00	Monthly/Internet/Phone Connection
$20.00	Monthly/ Each Extension
$5.00	Monthly/ Fax line
$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
$75.00	Monthly/ Conference Bridge Access
$75.00	Monthly/ Video Conference System Access
$150.00	Monthly /200 GB Network storage / $75.00 each additional 100 GB of storage (backup included – weekly)
$100.00	Monthly/ General IT Service Support/Server Management
$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
$400.00	Monthly/ Video Production & Archive of Meetings
Varies*	Monthly/ Vehicle Rental

*Fee varies depending on vehicle type (passenger vehicle or light truck)

* * *

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

_____
Ambrosio "Amos" Hernandez, Mayor

Date: _____

Attest**:**

_____
Imelda Barrera, Assistant City Clerk

Approved as to form:

_____
City Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
S. David Deanda, Jr., Chairman

Date: _____

Attest:

_____
Ezequiel Reyna, Jr., Secretary/Treasurer

Approved as to form:

_____
Blakely L. Fernandez, Board Attorney - HCRMA

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6281359

Prepared For: City of Pharr
Garza, Olga

Date 03/16/2022
AE/AM SO4/OA0

Unit #
Year 2022 **Make** Ford **Model** F-150
Series XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB
Vehicle Order Type In-Stock **Term** 48 **State** TX **Customer#** 611738

x 6 TRUCKS TOTAL

$ 45,115.00		Capitalized Price of Vehicle [1]
$ 0.00	*	License and Certain Other Charges 6.2500% **State** TX
$ 158.50	*	Initial License Fee
$ 0.00		Registration Fee
$ 310.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 45,425.00		Total Capitalized Amount (Delivered Price)
$ 613.24		Depreciation Reserve @ 1.3500%
$ 187.06		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 800.30		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 32.19		Full Maintenance Program [3] Contract Miles 34,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 32.19		**Additional Services SubTotal**
$ 0.00		Use Tax 0.0000% **State**
$ 832.49		**Total Monthly Rental Including Additional Services**
$ 15,989.48		Reduced Book Value at 48 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	HCRMA
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20
Lic. Plate Type	Government
GVWR	0

Quote based on estimated annual mileage of 8,500
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Pharr

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 60.00
Courtesy Delivery Fee	C	$ 250.00
Total Other Charges Billed		$ 0.00
Total Other Charges Capitalized		$ 310.00
Other Charges Total		$ 310.00

Open-End (Equity) Lease Rate Quote

Quote No: 6281359

VEHICLE INFORMATION:

2022 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB - US

Series ID: W1E

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$39,355	$41,210.00
Total Options	$2,766.00	$3,040.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$43,816.00**	**$45,945.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: AS-(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
101A	Equipment Group 101A High	$154.00	$170.00
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
50S	Cruise Control	Included	Included
53B	Class IV Trailer Hitch Receiver	$186.00	$205.00
57Q	Rear Window Defroster	$200.00	$220.00
64C	Wheels: 17" Silver Steel	Included	Included
76R	Reverse Sensing System	Included	Included
91P	8-Way Power Driver's Seat w/Power Lumbar (Fleet)	$319.00	$350.00
924	Rear Window Fixed Privacy Glass	$91.00	$100.00
995	Engine: 5.0L V8	$1,816.00	$1,995.00
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
NNGV6	GVWR: 7,050 lbs Payload Package	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 BSW A/T	Included	Included
SYNC	SYNC 4	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Front License Plate Bracket: front license plate bracket
- Box Style: regular
- Body Material: aluminum body material
- : class IV trailering with harness, hitch
- Grille: black grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Remote Engine Start: remote engine start - smart device only (subscription required)
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Emergency SOS: SYNC 4 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights

Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-26

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT WITH STRIKE, LLC FOR RELOCATION OF AN 8" GAS PIPELINE ON THE 365 TOLLWAY PROJECT

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

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

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

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

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

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

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

WHEREAS, on February 1 1 , 2022, the Authority published a solicitation for Bid #2022-01 for 8" Lonestar Pipeline Relocation Manitenance Mitigation Project for HCRMA 365 Toll Project, U-0032-028, Contract No. 0921-02-368 for the Project; and

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

WHEREAS, at 11:05a.m. on March 04, 2022, the Authority opened and read into

the record three (3) formal sealed, electronic bids for the Project from: (i) Strike, LLC. (ii) Miller Bros.(iii) and Venables Construction, Inc, in amounts ranging from $398,922.00 to $1,517,958.21 for construction of the Project; and

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

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

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

Section 2. The Board hereby approves the construction contract by and between Strike, LLC and the Authority for construction of the Project in the amount $398,922.00 in substantially final form as attached hereto as Exhibit A.

Section 3. The Board hereby approves the contract subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement.

Section 5. Subject to Sections 3, the Board hereby authorizes the Executive Director to execute the construction contract with Strike, LLC..;

• • • • •

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

STRIKE, LLC

AND

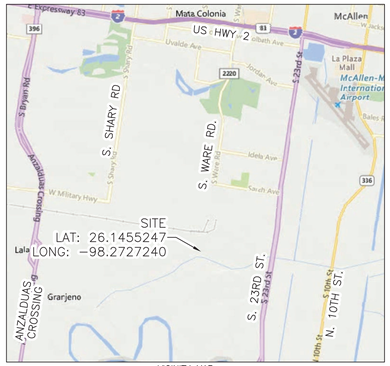
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

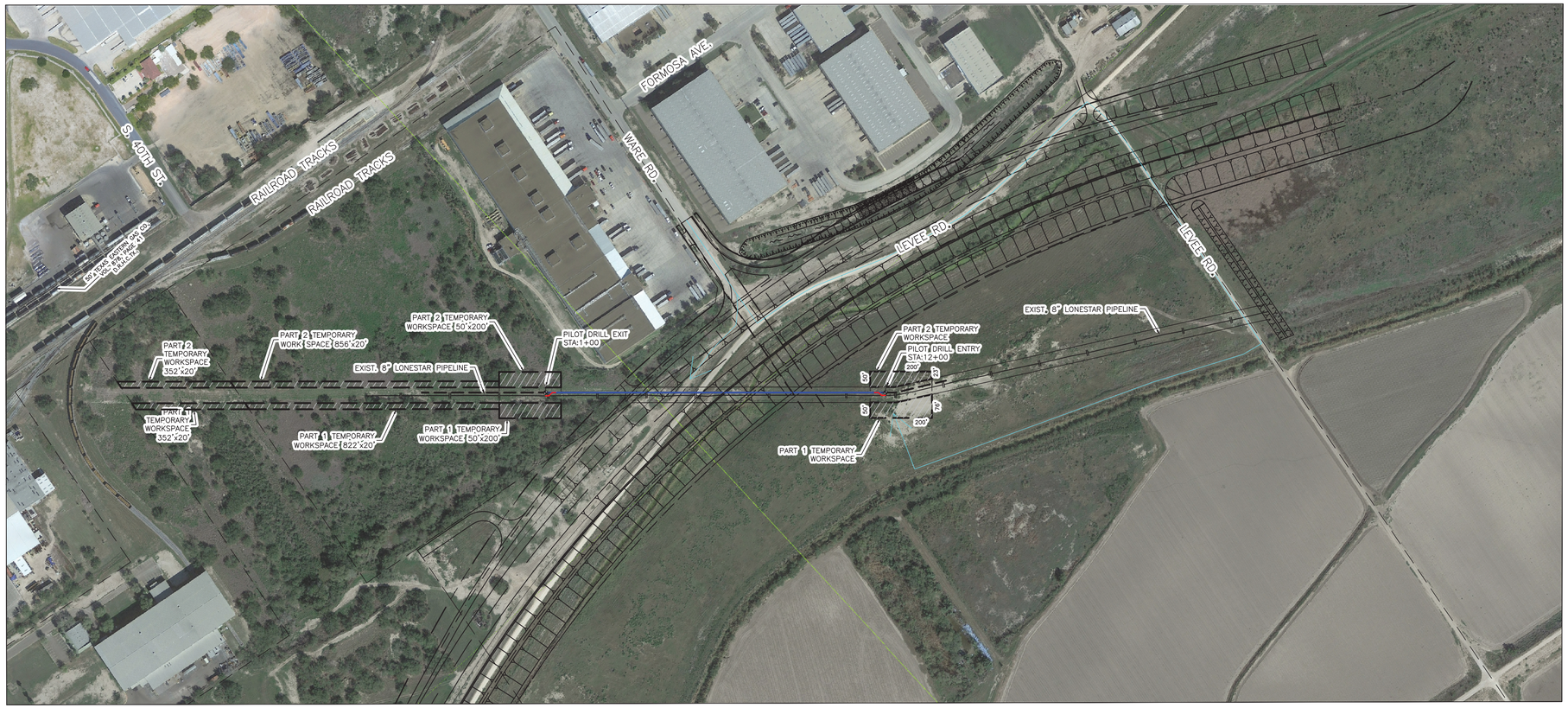
UTILITY RELOCATION

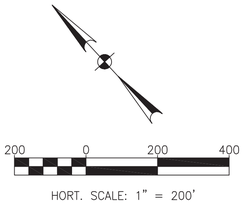
OF

365 TOLLWAY PROJECT



VICINITY MAP
N.T.S.





LEGEND

- CONSTRUCTION ACCESS ROUTE
- HDD ENTRY/EXIT
- TEMPORARY WORKSPACE
- ADDN'L TEMPORARY WORKSPACE

PIPELINE SPECIFICATIONS:

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

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

GENERAL NOTES:

1. PIPELINES TO HAVE A MINIMUM COVER OF 36 INCHES BELOW GRADE AND 48 INCHES COVER BELOW PROPOSED ROADWAY AND DITCH.
2. POWER POLES LOCATED IN THE PROXIMITY OF THE TRENCH SHALL BE SECURED BY THE POWER COMPANY (POWER POLE OWNER) DURING EXCAVATION UNTIL TRENCH HAS BEEN BACKFILLED AND COMPACTED AND/OR THE POWER COMPANY DETERMINES IS SAFE TO UN-SECURE THE POLE. CONTRACTOR RESPONSIBLE TO COORDINATE AND SCHEDULE WORK WITHIN THE POWER COMPANY.
3. THE PLANS IDENTIFY AND PROVIDE LABELS FOR EXISTING UTILITIES (WATER, SANITARY, SEWER, TELEPHONE CABLE, GAS, POWER, TV CABLE, AND/OR OTHER SPECIFICALLY LABELED UTILITY). LABELED UTILITIES WERE PLOTTED UTILIZING DIRECT FIELD INFORMATION AS SPOTTED BY UTILITY LOCATOR SERVICES. THE CONTRACTOR IS RESPONSIBLE TO REQUEST UTILITY SPOTTING AND CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITY LINES LOCATED WITHIN THE CONSTRUCTION AREA EITHER ADJACENT OR ACROSS FROM THE PROPOSED PIPELINE ALIGNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPAIRING UTILITIES DAMAGED BY THE CONTRACTOR'S EQUIPMENT OR PERSONNEL.
4. EXCAVATION PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND INTERPRETATIONS, 29 CFR 1926, SUBPART P, "EXCAVATIONS". CONTRACTOR TO FURNISH ALL NECESSARY EQUIPMENT, TOOLS, MANPOWER, AND MATERIAL INCLUDING BUT NOT LIMITED TO SHEET PILES, METAL PLATES, TRENCH BOXES, AND/OR OTHER NECESSARY MATERIALS REQUIRED TO INSTALL BRACING TO SAFELY SECURE GROUND EXCAVATIONS WITH VERTICAL OR UNSTABLE EXCAVATION FACES. THIS ITEM IS APPLICABLE TO TRENCHES FIVE (5) FEET OR DEEPER.
5. STREETS SHALL REMAIN OPEN TO THRU TRAFFIC DURING CONSTRUCTION, AND HOLD DRIVEWAY INTERFERENCE TO A MINIMUM. BARRICADES, GUARDRAILS, AND WARNING SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND GENERALLY BE LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT, AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES DURING CONSTRUCTION. CONTRACTORS RESPONSIBLE FOR FURNISHING ALL NECESSARY BARRICADES, CHANNELIZING DEVICES, SIGNS, AND TRAFFIC MANPOWER NEEDED FOR PROPER TRAFFIC CONTROL AND MANAGEMENT. TRAFFIC CONTROL WILL BE NEEDED WHEN WORKING NEAR OR ADJACENT TO EXISTING ROADS, INCLUDING BUT NOT LIMITED TO WARE ROAD.
6. SURVEY DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), U.S. SURVEY FEET. ALL DISTANCES ARE REPRESENTED AS GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED UPON SAID HORIZONTAL DATUM.
7. PRIOR TO PIPE PULL BACK AND INSTALLATION, CONTRACTOR SHALL PROVIDE ACTUAL DRILL PROFILE FOR REVIEW AND APPROVAL.
8. CONTRACTOR SHALL FOLLOW CONSTRUCTION ACCESS AS ILLUSTRATED AND MAINTAIN ACCESS IN SERVICEABLE CONDITION.

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

STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P.O. BOX 1108
ROSENBERG, TEXAS 77471
PH - 832-491-8656
TBPE FIRM NO F-15144

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

LONESTAR PIPELINE

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
1	ISSUED FOR REVIEW	RBR	AS	AS	09/27/2021
2	ISSUED FOR BID	RBR	AS	AS	01/11/2022

DRAWING SCALE: AS NOTED
DRAWN BY: RBR 09/27/2021
CHECKED BY: AS 09/27/2021
APPROVED BY: AS 09/27/2021
DOCUMENT CONTROL #:
APPROVED
DATE
PROJECT #
DRAWING NUMBER

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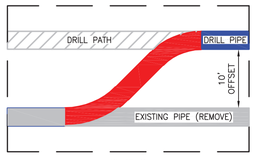
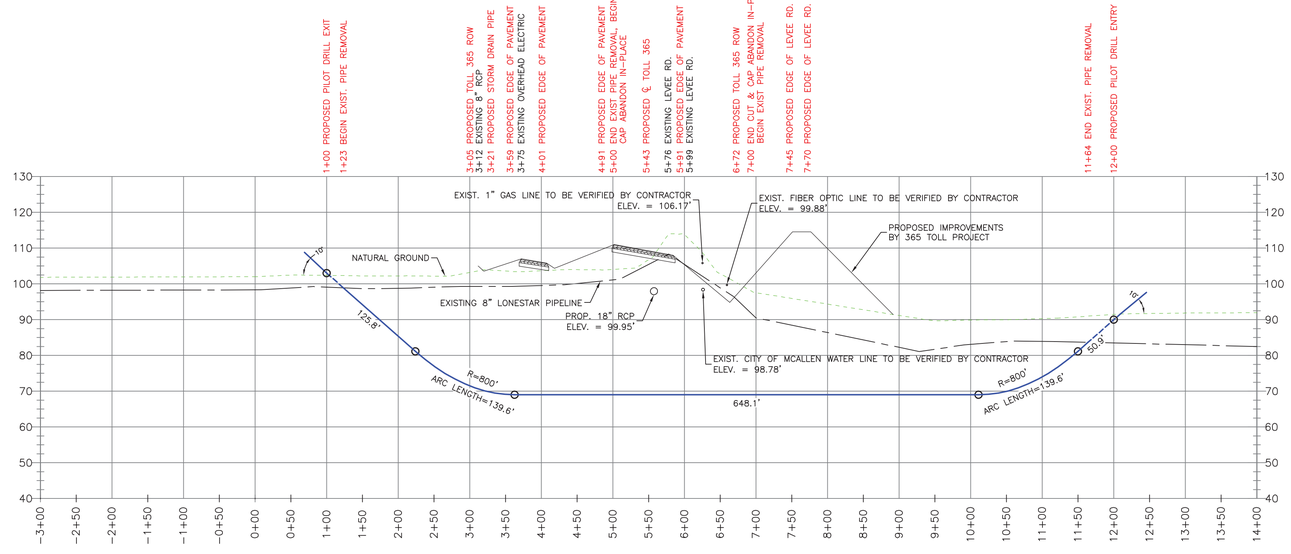
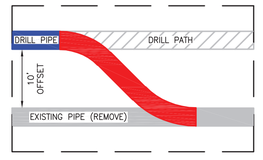


DETAIL 2
N.T.S.





DETAIL 1
N.T.S.

QTY	UOM	B.O.M. DESCRIPTION
1,270	FT	PIPE 8.625"x0.322" WT, ERW, BE, API 5L-PSL2, GR X52, 14-16 MILS FBE, 20 MILS ARO, COMPLETE WITH CERTIFIED MILL TEST REPORTS. MUST BE CERTIFIED MADE IN THE USA.
60	FT	PIPE 8.625"x0.250" WT, ERW, BE, API 5L-PSL2, GR X52, 14-16 MILS FBE, COMPLETE WITH CERTIFIED MILL TEST REPORTS. MUST BE CERTIFIED MADE IN THE USA.
4	EA	ELL, SEGMENTABLE, 45 DEG-3R, 8", 0.250" WT, BW, MSS-SP-75, Y-42. MUST BE CERTIFIED MADE IN THE USA.
1	EA	ELL, SEGMENTABLE, 90 DEG-3R, 8", 0.250" WT, BW, MSS-SP-75, Y-42. MUST BE CERTIFIED MADE IN THE USA.

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

100 0 100 200
HORT. SCALE: 1" = 100'
VERT. SCALE: 1" = 20'

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

STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P.O. BOX 1108
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TBPE FIRM NO F-15144

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

LONESTAR PIPELINE

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
1	ISSUED FOR REVIEW	RBR	AS	AS	09/XX/2021
2	ISSUED FOR BID	RBR	AS	AS	01/11/2022

DRAWING SCALE: AS NOTED
DRAWN BY RBR 09/17/2021
CHECKED BY AS 09/21/2021
APPROVED BY AS 09/XX/2021
DOCUMENT CONTROL #
APPROVED
DATE
PROJECT #
DRAWING NUMBER

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Bid Folder

Bidder Contact Information

Company: Strike, LLC
Name: Strike Bids
Phone: 7133893631
Address: 1800 Hughes Landing Blvd., Ste 500 , Spring, TX 77380
Email: bids@strikeusa.com

Bid Form_Bid Total: $398,922.00

Item No.	Description	Unit	Qty	Unit Price	Extended Price
Base Bid					
Empty					
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1,270	$60.20	$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	$50.00	$3,000.00
180	Miscellaneous Materials	LS	1	$2,860.00	$2,860.00
200	Freight and Tax	LS	1	$11,090.00	$11,090.00
300	Mobilization	LS	1	$7,500.00	$7,500.00
400	Direct Labor/ Supervision	LS	1	$150,152.00	$150,152.00
500	Direct Equipment	LS	1	$66,260.00	$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	$46,736.00	$46,736.00
700	Water Supply / Hauling Contractor	LS	1	$8,625.00	$8,625.00
800	NDT Inspection Contractor	LS	1	$8,625.00	$8,625.00
900	Nitrogen Supply Contractor	LS	1		
1000	Rental Equipment	LS	1	$10,120.00	$10,120.00
1100	Demobilization	LS	1	$7,500.00	$7,500.00
					Empty Subtotal: $398,922.00
					Base Bid Total: $398,922.00

PROJECT:

8” LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA 365 TOLL PROJECT

U-0032-028 CSJ: 0921-02-368

BIDDER:

Strike, LLC

TOTAL BID:

$398,922.00

COMPLETION TIME:

Not Required

BIDDER INFO:

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

BID TOTALS

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

Empty

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

ACKNOWLEDGE ADDENDA

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

REQUIRED DOWNLOADS

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

The Hidalgo County Regional Mobility Authority

Project Name: 8" LONESTAR PIPELINE RELOCATION

Proposal Number: B-11902-220098

Submittal Date: March 4, 2022

1800 Hughes Landing Blvd., Suite 500
The Woodlands, TX 77380
www.strikeusa.com

STRIKE

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

WWW.STRIKEUSA.COM

March 4, 2022

Via Electronic Delivery
The Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577
Attn: Ramon Navarro

Re: 8" LONESTAR PIPELINE RELOCATION

Dear Mr. Navarro,

Thank you for the opportunity to submit a proposal for this project. Enclosed you will find our original bid package submittal. Included are the following:

- Cover Letter
    1. Proposal Document – Checklist
    2. Section D: Proposal
        - Bid Sheet
    3. Section E: Bid
    4. Section F: Attachments
        - Bidder Certificate – Attachment A
        - No Contact Certificate – Attachment B
        - Delinquent County Tax Questionnaire – Attachment C
        - Conflicts of Interest Questionnaire - Attachment D
        - Additional Conflict of Interest Information – Attachment E
        - Debarment Certification – Attachment F
        - Drug Free Workplace Certification – Attachment G
        - Non-Discrimination Certification – Attachment H
        - Record Retention Certification – Attachment I
        - Disclosure of Lobbying and Certificate of Lobbying Activities – Section G
        - Contractors Assurance – Section H
        - Non-Collusion Affidavit – Section I
        - Child Support Statement – Section J
        - Bidders DBE Utilization Plan – Section K
        - Bid Bond – Section L
        - Contract Agreement – Section M
        - Performance Bond – Section N
        - Payment Bond – Section O
        - Warranty Bond – Section P
        - Receipt of Addenda – Section Q
    5. Strike – Bid Clarifications
    6. Strike – Proposed Project Schedule
    7. Strike – Key Personnel Resumes
    8. Strike – Organizational Chart

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

9. Strike – Representative Project List
10. Strike – Bill Sheet
11. Strike – EMR Letter
12. Strike – OSHA Safety Statistics
13. Letter RE State Licenses

Thank you again for providing us with this opportunity. We look forward to hearing from you soon. If you have any questions or need any additional information, please feel free to give me a call.

Sincerely,

Shiyenne Weingrad
Bid Controls Specialist
713-389-3631 Direct
bids@strikeusa.com Email

A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
☒	☐	Are you aware if your affiliates are bidding on the same project?
YES	**NO**	**PROPOSAL DOCUMENT PREPARATION:**
☒	☐	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
☒	☐	Are you submitting only one (1) proposal for this project?
☒	☐	Is the proposal signed by your company representative or each joint venture participant?
☒	☐	Have you entered amounts for all bid items?
☒	☐	If using a computer printout, has it been signed by your company representative or each joint venture participant?
☒	☐	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
☒	☐	Have you acknowledged every addendum by signing the Receipt of Addenda form?
☒	☐	Does the proposal document (or computer printout) contain the proper number of bid items?
☒	☐	Does the proposal document contain any conditions not included in the proposal document provided to you?
☒	☐	Did you enter prices for all items?

YES	NO	BID BONDS:
☒	☐	Is the bid bond signed by the surety?
☒	☐	Is the bid bond signed by the company representative or each joint venture participant?
☒	☐	Is the exact name of the contractor(s) listed as the principal?
☒	☐	Is the impressed surety seal affixed to the bid bond?
☒	☐	Does the name on the surety seal match the name of the surety on the bond?
☒	☐	Is the bond dated on or earlier than the letting date of the project?
☒	☐	Is the signer for the surety listed on the power of attorney attached to the bond?
☒	☐	Is the surety authorized to issue the bond?
YES	**NO**	**BID GUARANTY CHECKS:**
☒	☐	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
☒	☐	Is the check dated on or before the letting date?
☒	☐	Is the check less than ninety (90) days old?
☒	☐	Is the check made payable to Hidalgo County Regional Mobility Authority?
☒	☐	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	**NO**	**PROPOSAL DOCUMENT SUBMISSION:**
☒	☐	Are you aware of the time and date deadline for submission of proposal?
☒	☐	Are you aware of the proper delivery location for the proposal document?
☒	☐	Are you submitting a complete proposal document?
☒	☐	Is the proposal submitted in a sealed envelope?

YES	NO	SIGNATURES:
☐	☒	If the Bidder is a joint venture, have all the members of the joint venture signed the following documents? Strike Construction, LLC is not a joint venture
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
☒	☐	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	**NO**	**BIDDERS DBE UTILIZATION PLAN (SECTION K)**
X		DBE Letter demonstrating utilization plan (Section K)
X		TxDOT Form SMS.4901 – DBE Commitment Agreement
X		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)

B. INVITATION TO BID

The Hidalgo County Regional Mobility Authority (HCRMA) is proposing to install a toll road in the vicinity of S. Ware Road. The Lonestar Pipeline operates an 8" natural gas line that transits the levee at the end of S. Ware Road. The proposed roadway location conflicts with Lonestar's pipeline. At the request of HCRMA the existing segment of pipeline will be replaced using a Horizontal Directional Drill (HDD) to avoid the proposed roadway construction and other operations in the area. The abandoned section of pipe resulting from this relocation will be removed. Construction is expected to be awarded immediately for this work, with completion targeted for Spring of 2022.

General scope for this work is to drill one HDD approximately 1,104' feet in length. The drilling rig will be located on the southeast side of the levee with the pullback area located on the northwest side of the same levee. All materials, including coated line pipe and fittings, shall be provided by CONTRACTOR. The line pipe for the drill shall be strung out and cribbed along the existing Right of Way (ROW). COMPANY has negotiated additional workspace available for CONTRACTOR's use, approximately 200' x 150' at the proposed HDD entry and exit points. CONTRACTOR shall weld the pullback segment and tie-in spools. CONTRACTOR shall provide a CAMS-approved x-ray subcontractor to perform NDT inspection on 100% of the welds. After the x-rays have been completed and the welds accepted, CONTRACTOR shall perform a pre-pullback 4-hour hydrotest, and then coat the field joints. The drilling rig will mobilize on the southeast side of the levee and drill toward the northwest side. The drill path shall be offset from the existing pipeline to facilitate tie-in to the existing pipeline. Once the path has been successfully drilled and reamed, the pullback section shall be pulled into the wellbore. CONTRACTOR is required to support the line pipe in the ditch to prevent sagging. CONTRACTOR is responsible for supply of concrete sacks to be used for support. Once pulled back, tie-in spools shall be fabricated, x-rayed and the field joints and fittings coated. Another hydrotest, 8-hours, shall be performed on the tie-in spools and segment installed in the HDD. CONTRACTOR shall run an aluminum gauging pig through the line, remove all water from the test section and dry the line. After the line has been dried, the final tie-in welds shall be completed and x-rayed, and the ditch shall be backfilled.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 11:00 A.M. C.S.T., Friday, March 4, 2022** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 11:05 A.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete by April 29, 2022 or 40 calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional twenty (20) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab.

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall,meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.

- BE CAMS / M&H REQUIREMENTS

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: http://www.hcrma.net/bids.html.

A Pre-bid Meeting will be held for this project on **Wednesday, February 16th at 9:00 A.M. C.S.T.**, at the proposed worksite in McAllen, Texas 78505 SITE:26.145665, -98.271484. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened.

Bids received after the above mentioned date and deadline will not be considered. The Hidalgo County Regional Mobility Authority Board of Directors reservesthe right to accept or reject all or any part of any bid, hold all bids for up to (60) sixty days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid andqualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from CivCast bidding site, Project Link: Click Here . Additional information at HCRMA website at http://www.hcrma.net/bids.html.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuantto this advertisement, disadvantaged business enterprises will be afforded full and fair opportunityto submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requestedto be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture

member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (page B-4 and B-5, Proposal Attachment E, page F-2)
- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

Each member of the joint venture must sign the Proposal (D) and Notice to Bidders (E).

IDENTIFICATION OF BIDDER AND EQUITY MEMBERS

Name of Entity and Contact Info (Address, Representative, Phone, Fax, E-mail)	Role in Joint Venture	Equity interest in Joint Venture	Texas Contractor License and License Limit (if applicable)	Description of Work / Services to be Performed by Entity (if applicable)
Strike Operating Company LLC 2600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380	N/A	N/A	N/A	

You must sign below in INK; failure of an authorized representative of the company to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Strike Operating Company LLC

Company Address: 1800 Hughes Landing Blvd, Ste 500

City, State, Zip Code: The Woodlands Tx 77380

Taxpayer Identification Number (TIN): 87-4154213

Telephone No. 713 389 3631 Fax No. \

E-mail bids@strikeusa.com

Print Name: Shirlonne Weingrad Signature: Shirlonne Weingrad

(Your signature attests to your authorized offer to provide the goods and/or services in this Bid according to the published provision of this Bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Hidalgo County Regional Mobility Authority Board of Directors (when applicable) signed by the Chairman and a Notice to Proceedis issued).

Hidalgo County Regional Mobility Authority (HCRMA)

Pilar Rodriguez, PE, Executive Director

203 W Newcombe Ave, Pharr, Texas 78577

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by the HCRMA. The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until permits and ROW have been cleared.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 03/04/2022

Bids Opened: 03/04/2022

Bids Reviewed: 03/04/2022 to 03/14/2022

Conditional Award of Contract: 03/18/2022

(60 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 03/08/2022

NTP issued: 03/23/2022

(no more than 20 days from Bid opening)

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$ 398,922.00
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

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E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within forty (40) calendar days after initial notice to proceed (NTP) and up to an additional twenty (20) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessaryor expedient. Any increase or decrease in the amount of any item or portion of work will be addedor deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract,any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amountof at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check orbond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should failto execute and deliver said Contract and the prescribed Contract Bond, together with the requiredprogress schedule, proof of proper insurance coverage and other necessary documents, all withinthe fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.

LONESTAR PIPELINE
365 TOLL PROJECT HDD PIPE RELOCATION
QUOTATION SUMMARY

Please Note: This form must be completed and returned with BIDDER's quotation. Quotations excluding this completed form will not be considered.
Include all costs for the base scope of work in the line items listed below.
UR = Unit Rates; CR = Composite Rates; LS = Lump Sum

BASE SCOPE ITEM	TYPE	QTY	UNIT	UNIT PRICE	EXTENDED COST
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	LS	1,270	LF	$60.20	$76,454.00
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	LS	60	LF	$50.00	$3,000.00
Miscellaneous Materials 4-8in 45s, 1-8in 90 ellbows	LS	1	LS	$2,860.00	$2,860.00
Freight and Tax	LS	1	LS	$11,090.00	$11,090.00
Mobilization	LS	1	LS	$7,500.00	$7,500.00
Direct Labor / Supervision	LS	1	LS	$150,152.00	$150,152.00
Direct Equipment	LS	1	LS	$66,260.00	$66,260.00
Horizontal Directional Drill Contractor	LS	1	LS	$46,736.00	$46,736.00
Water Supply / Hauling Contractor	LS	1	LS	$8,625.00	$8,625.00
NDT Inspection Contractor	LS	1	LS	$8,625.00	$8,625.00
Soil Compaction Contractor	LS	1	LS	N/A	N/A
Nitrogen Supply Contractor	LS	1	LS	N/A	N/A
Rental Equipment	LS	1	LS	$10,120.00	$10,120.00
Demobilization	LS	1	LS	$7,500.00	$7,500.00
TOTAL COST FOR BASE SCOPE OF WORK					$ 398,922.00 -
Unit [illegible] Composite Rate or T&M Costs for Extra Scope if Required or Requested by COMPANY					
Space to be used by bidder if [illegible]ssary.				$	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
SCHEDULE					
Total estimated weeks [illegible] issuance of a contract to completion of work scope.				WE[illegible]	
[illegible] TERMS					
Did BID[illegible]D provide a 60 day bid validity?	YES			NO	
Is Quotation in accordanc[illegible]ith scope and data set forth in the Inquiry? ***If NO, all exceptions are to be listed and [illegible]tailed in proposal.***	YES			NO	
Is Quotation in accordance with Instructions to Bidders as set forth in the Inquiry? ***If NO, all exceptions are to be listed below.***	YES			NO	
Does BIDDER intend to subcontract any part of the [illegible]? ***If YES, indicate the name(s) of the prospective third-party com[illegible]y(ies) and the service(s) which will be provided.***	YES			NO	
[illegible] INFORMATION					
Company Name:					
Technical Representative:					
Signature:					
Title:					
Quotation Number:					
Date:					
Phone Number:					
E-mail Address:					

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

1800 Hughes Landing Blvd., Ste
500. The Woodlands TX
77380

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: [signature]

Date: March 4, 2022

Title: Bid Controls Specialist

For (Contractor's Name): Strike Operating Company LLC

Project 8" Lonestar Pipeline Relocation.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Business Name of Bidder Strike Operating Company, LLC

Type of Organization:
- Individual ☐
- Partnership ☐
- Corporation ☐
- Company ☐

Strike Operating Company, LLC is an LLC, organized in Delaware

Texas Business Entity Registration No.: 0804399174

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 1800 Hughes Landing Blvd., Ste 500
The Woodlands Tx 77380

Signature of Authorized Representative: X

Title: Chief Operating Officer

Date: March 4, 2022

Witness or Attest: _____ (Affix Corporate Seal Here)

NOTE:

1. ONLY A PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDINGFORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID**.

F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within sixty (60) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s)and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than sixty (60) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas this day Personally appeared Jamie Black who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by Strike Operating Company LLC hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Name and Address of Bidder:

Strike Operating Company, LLC Phone Number (888) 353-1444

_____ Fax Number (_____)_____

_____ Email brb@strikeusa.com

_____
Signature

Name: Jamie Black Title: Chief Operating officer

SWORN TO AND SUBSCRIBE BEFORE ME THIS 4 day of March 2022.

_____ TExas

Notary Public in and for County State

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other thanquestions to the General Engineering Consultant?

NO.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO.

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature of person submitting this Bid: _____ Date: March 4, 2022

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Alfredo Seanz, PE – NorthStar Energy Services, Inc., General Engineering Consultant

Ron Perego – M&H, Project Manager

Colin Harper – CAMS Midstream

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

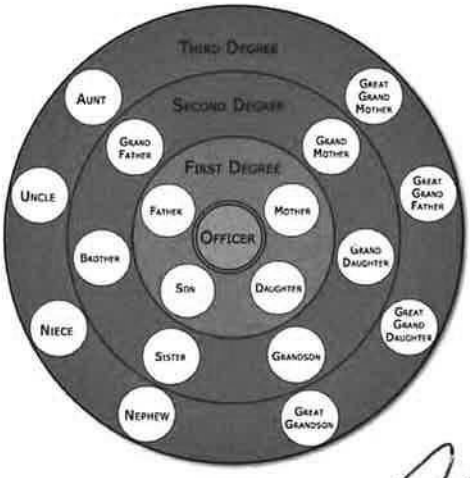
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ _____
Signature of vendor doing business with the governmental entity Date

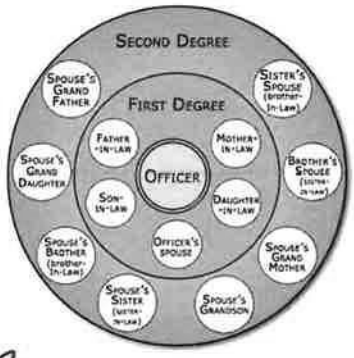
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? **YES ☐ / NO ☒**

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid: _____ Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.

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

3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

March 4, 2022
Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

March 4, 2022

Signature of person submitting this Bid — Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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G.DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", pursuant to 31 U.S.C. 1352 in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature/Authorized Certifying Official

Jamie Black, Chief operating officer
Typed Name and Title

Strike Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official

Jamie Black, Chief Operating Officer
Typed Name and Title

Stake Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

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I. NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF Montgomery

I, Jamie Black, of the City of The Woodlands, County of Montgomery, and State of Texas, being of full age and duly sworn according to law on my oath depose and say:

That I am Chief Operating Officer (Title) of Strike Operating Company, LLC the Bidder making the Bid submitted to Hidalgo County Regional Mobility Authority, on the 4 day of 20 22, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-time employees;

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
Strike Operating Company, LLC	1600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY OF March, 20 22.

BY: _____
PERSON SIGNING BID

PRINT NAME: Jamie Black

TITLE: Chief Operating officer

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

March 30, 2024

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

J. CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo

Project Name: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT

TxDOT CSJ: 0921-02-368

LG Project Number: HCRMA 2022-001

Business Entity Submitting Bid: Strike Operating Company, LLC

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number
N/A	N/A

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

March 4 2022
Date

Jamie Black
Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

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K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted at the time of the Bid (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

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

March 2, 2022

Pilar Rodriguez, PE
HCRMA Executive
Director 203 W.
Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount ($398,943.00)

Total DBE Amount (13.7%)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
X-Ray	Braun Intertec	X-Ray	$8,625.00	2
HDD	Arrow Directional Drilling	HDD	$46,736.00	11.7

Sincerely,

Jamie Black
Chief Operating Officer

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

L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Strike Operating Company LLC, as Principal/Contractor, and United States Fire Insurance Company, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled 365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect and in accordance with the terms of such Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to CivCAST, and a hard copy will be provided to the Authority within one (1) business day of submittal of the Bid proposal.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signed and Sealed this 2nd day of March, 20 22.

Principal/Contractor:

Strike Operating Company LLC
Business Name

1800 Hughes Landing Blvd., Suite 500
Address

The Woodlands, TX 77380

Witness or Attest:

by: _____
Title CCOE & GC

(Affix Corporate seal here)

Surety:

United States Fire Insurance Company
Business Name

305 Madison Avenue
Address

Morristown NJ 07960

Witness or Attest:

Anne Potter, Witness

by: _____
Title
Francesca Kazmierczak, Attorney-in-Fact

(Attach evidence of
power of attorney)
(Affix Corporate seal here)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schnee; Pablo Garcia Horcajo; Anne L. Potter**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Sonia Scala

Sonia Scala, (Notary Public)

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

ASSETS

Bonds (Amortized Value)	1,271,745,314
Preferred Stocks (Market Value)	12,500,000
Common Stocks (Market Value)	1,367,179,277
Mortgage Loans (Market Value)	129,482,676
Cash, Cash Equivalents, and Short Term Investments	872,418,743
Derivatives	22,295,392
Other Invested Assets	381,854,569
Investment Income Due and Accrued	10,633,412
Premiums and Considerations	361,050,764
Amounts Recoverable from Reinsurers	37,752,224
Funds Held by or Deposited with Reinsured Companies	9,551,031
Current Income Taxes Recoverable	99,753
Net Deferred Tax Asset	189,212,579
Electronic Data Processing Equipment	2,976,676
Receivables from Parent, Subsidiaries and Affiliates	66,045,263
Other Assets	83,625,922
TOTAL ASSETS	$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred	1,773,113,441
But Not Reported Losses)	96,184,770
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	379,712,166
Loss Adjustment Expenses	10,938,946
Commissions Payable, Contingent Commissions and Other Similar Charges	74,050,735
Other Expenses (Excluding Taxes, Licenses and Fees)	19,112,482
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	711,160,035
Unearned Premiums	10,524,196
Advance Premium	39,739,814
Ceded Reinsurance Premiums Payable	27,831,610
Funds Held by Company under Reinsurance Treaties	111,982,736
Amounts Withheld by Company for Account of Others	1,603,526
Provision for Reinsurance	11,258,344
Payable to Parent, Subsidiaries and Affiliates	32,706,068
Other Liabilities	$ 3,299,918,869
TOTAL LIABILITIES	
	18,780,000
Common Capital Stock	1,657,074,940
Gross Paid In and Contributed Surplus	(157,350,214)
Unassigned Funds (Surplus)	1,518,504,726
Surplus as Regards Policyholders	$ 4,818,423,595
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY * DELAWARE *

CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____day of_____, 20__, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and Strike Operating Company LLC, a ~~[state] [type of company]~~ Delaware limited liability company or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____Cents ($_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed ("NTP"). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion"certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Withina period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items,if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowedup to an additional sixty (60) calendar days for Final Acceptance.

1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees as adjusted pursuant to the terms therein, to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project; provided that, such liquidated damages shall in no event exceed $85,500.

2. Contractor acknowledges that the stated liquidated damages ~~in the amount of $16,500 per Working Day~~ are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.

f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, return receipt requested addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, return receipt requested addressed to: Strike Operating Company LLC, Attn: General Counsel 1900 Hughes Landing Blvd, Suite 500, The Woodlands, TX 77380 or at such other address as said Contractor may otherwise designate in writing.

h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.

i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:

1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
    i. before the effective date of this Agreement; or
    ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
3. adhere to all civil and criminal laws related to business;
4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately

address:

i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;

ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or

iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:

1. the law; or

2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.

j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.

k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.

l. This Contract and performance and payment hereunder is subject to State Auditor review.

m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.

n. Contractor agrees that anytime the Authority is an "indemnitee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnitee" or "additional insured."

o. Contractor makes the following representations:

1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.

2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation

of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.

4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.

5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.

p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Change orders, Contract amendments, Contract supplements;
2. This Contract Agreement;
3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
4. Plans and Specifications;
5. Governing Specifications as modified by any Special Provisions; and
6. Contract Bonds.

q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for as a result of contractor's negligence

loss and control of certain elements after Final Acceptance.

r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.

s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.

to the extent such claim arises out of contractor's negligence,

t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].

v. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR, AND EACH PARTY SHALL RELEASE THE OTHER PARTY FROM, ANY CLAIMS, DEMANDS, LOSSES, LIABILITY FOR PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUSINESS INTERRUPTIONS, LOSS OF PROFIT, LOSS OF REVENUES, AND PRODUCTION LOSS, HOWEVER CAUSED.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the_____day of_____, 2021 by_____as Chairman of the Hidalgo County Regional Mobility Authority.

(Personalized Seal)

_____

Notary Public's Signature

Attested By:

_____

Pilar Rodriguez, P.E.
HCRMA Executive Director

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

EVIDENCE OF CORPORATE AUTHORITY

I, Jamie Black, hereby certify that I am ~~Secretary~~ Chief Operating Officer of Stake Operating Company, LLC [Corporation] existing under the laws of the State of Texas, and that the following resolution was adopted at a meeting of the Board of Directors of the said [Corporation] duly called and held on the day of 4 March 20 22, and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that Stake Operating Company, LLC is a ~~corporation~~ Limited Liability Company duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the 4 day of March, 20 22.

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said corporation.

(Personalized Seal)

Notary Public's Signature

ANITA VOTSMIER
ID #3151460
My Commission Expires
March 30, 2024

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N. PERFORMANCE BOND

post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____), lawful money of the United States, well and truly to be paid to Authority, and for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____ (hereinafter referred to as the "Contract"), attached hereto, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and Contract documents as provided in said Contract, and shall fully indemnify and save harmless the Authority from all costs and damage which the Authority may suffer by reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority all outlay and expense which the Authority may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. post award

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
Principal	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

****

I,_____, having executed Bonds

SIGNATURE

for_____do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.

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O.PAYMENT BOND post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____) lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to

_____

_____(hereinafter referred to as the "Contract"), which said Contract and the Contract documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein., and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract solely for the protection of claimants, as defined by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said Contract supplying labor and materials, as defined by law, in the prosecution of the work provided for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs, successors, executors, and administrators, or a subcontractor in the prosecution of the work provided for in said Contract and all duly authorized changes to said Contract that may hereafter

be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____
Phone Number

_____
SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

P. WARRANTY BOND post award

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the_____,
a_____, as "Principal" and_____, as "Surety" or as "Co-Sureties", authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County Regional Mobility Authority, dated the_____day of_____, 2021 (hereinafter referred to as the "Contract"), which said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.

4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:

   a) arrange for Principal to perform and complete the warranty obligations of this Agreement;

   b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

   c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or

   d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount its determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
    a) the responsibilities of the Principal for correction of defective work; and
    b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
    c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
Phone Number	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

Q.RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1. 1	J. Weingrad	February 21, 2022
2. 2	J. Weingrad	February 21, 2022
3. 2-Corrected	J. Weingrad	February 21, 2022
4. 3	J. Weingrad	February 28, 2022
5.		
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.

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

CLARIFICATIONS & QUALIFICATIONS

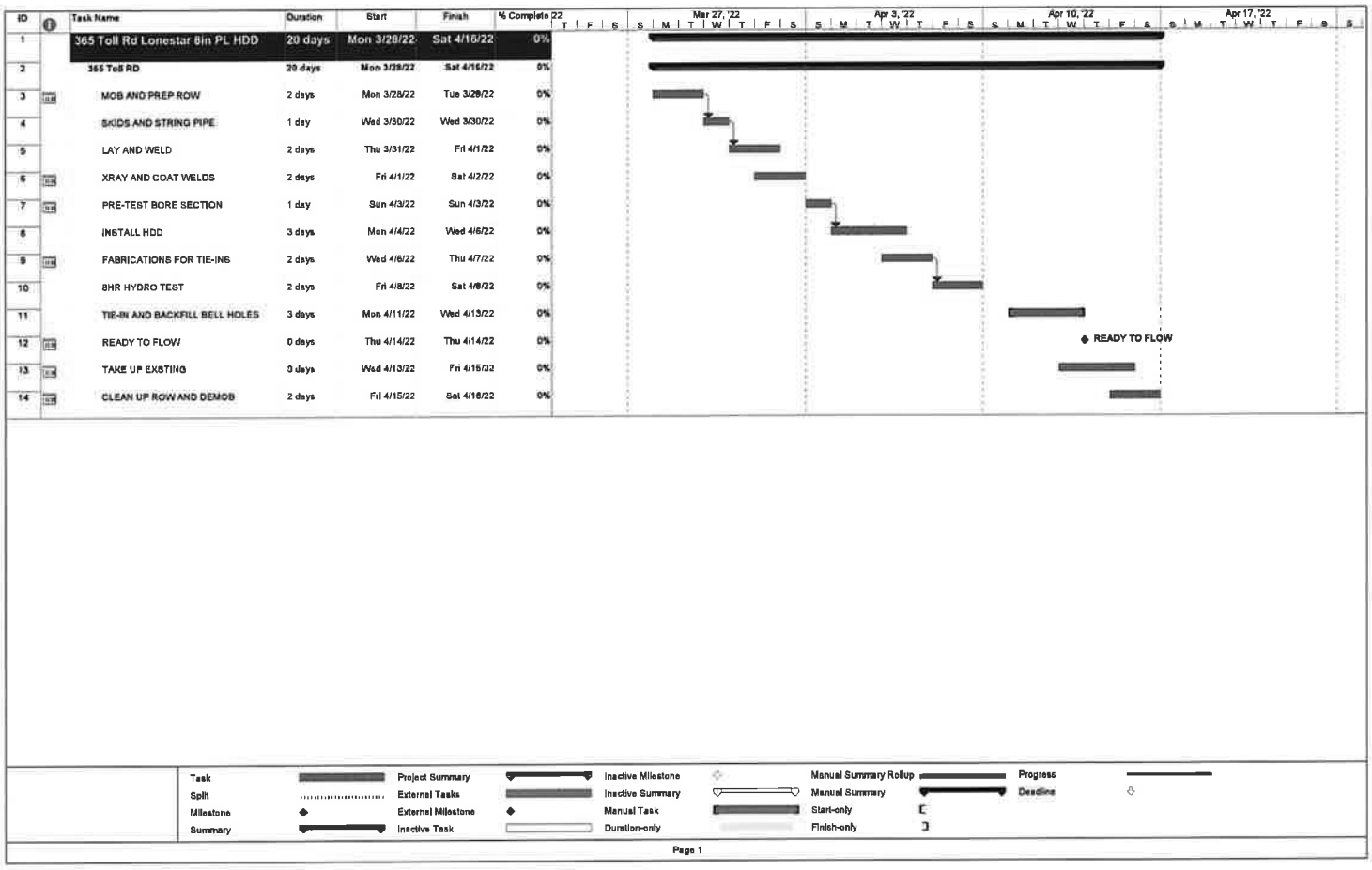
The following Clarifications and Qualifications will apply to the HRCMA project described as the 8" Lonestar PL Relocation Maintenance Project located in McAllen, TX.

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

Subcontractor:

Arrow Directional: HDD

MoVac: water services


ID
Task Name
Duration
Start
Finish
% Complete
Mar 27, '22
Apr 3, '22
Apr 10, '22
Apr 17, '22
1 365 Toll Rd Lonestar 8in PL HDD 20 days Mon 3/28/22 Sat 4/16/22 0%
2 365 Toll RD 20 days Mon 3/28/22 Sat 4/16/22 0%
3 MOB AND PREP ROW 2 days Mon 3/28/22 Tue 3/29/22 0%
4 SKIDS AND STRING PIPE 1 day Wed 3/30/22 Wed 3/30/22 0%
5 LAY AND WELD 2 days Thu 3/31/22 Fri 4/1/22 0%
6 XRAY AND COAT WELDS 2 days Fri 4/1/22 Sat 4/2/22 0%
7 PRE-TEST BORE SECTION 1 day Sun 4/3/22 Sun 4/3/22 0%
8 INSTALL HDD 3 days Mon 4/4/22 Wed 4/6/22 0%
9 FABRICATIONS FOR TIE-INS 2 days Wed 4/6/22 Thu 4/7/22 0%
10 8HR HYDRO TEST 2 days Fri 4/8/22 Sat 4/9/22 0%
11 TIE-IN AND BACKFILL BELL HOLES 3 days Mon 4/11/22 Wed 4/13/22 0%
12 READY TO FLOW 0 days Thu 4/14/22 Thu 4/14/22 0%
13 TAKE UP EXSTING 3 days Wed 4/13/22 Fri 4/15/22 0%
14 CLEAN UP ROW AND DEMOB 2 days Fri 4/15/22 Sat 4/16/22 0%
READY TO FLOW
Task
Split
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 888.353.1444 WWW.STRIKEUSA.COM

Juan Angel Salinas
Office: 713.389.2482

Senior Project Manager
Email: Juan.Salinas@strikeusa.com

RESPONSIBILITIES

Responsible for providing project support and project management. Responsible for quality assurance and quality control, ensuring deliverables meet client standards and expectations; other responsibilities include providing client support and communication, audit support, and meeting facilitating.

EMPLOYMENT HISTORY

Jan. 2012 – Current

Strike, LLC / The Woodlands, TX

Senior Project Manager

- Overall Project Performance
- Pipeline Project Estimation and Scheduling
- Pipeline Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations

Project Manager

- Overall Project Performance
- Pipeline Project Estimation and Scheduling
- Pipeline Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations

Project Engineer

- Manage and supervise site work construction for Cooke CDP Plant and new pad construction for Powers, Wesley, Green Swaim Central Tank Batteries
- Manage and track well site schedule for Talisman USA
- Prepare bids/estimates for well site and pipeline projects
- Track job cost and prepare summaries for well site and pipeline projects
- Manage budget and change orders for well site and pipeline projects
- Enterprise MAOP Project

- Prepare a detailed schedule and update based on Strike's ongoing activities
- Track billings on each project and changes on the project
- Prepare daily reports to forward to all parties documenting Strike's activities, progress and changes to the work
- Serve as a single Strike point of contact for project status for both make ready and hydro testing crews

2003 – 2011

Casa Engineering L.L.C. / Harrington, TX
Graduate Engineer/CAD Tech/Inspector

- Produce engineered drawings and specifications of residential and commercial buildings
- Convert Engineers field sketches to Auto Cad drawings
- Design and inspect residential and commercial structures to meet high wind requirements for coastal areas
- Produce elevation and contour drawings for existing structures using land development program
- Civil and structural drafting details for Chief Engineer
- Design structural foundations for pre-engineered metal buildings
- On-site sewage facility design septic systems

2005 – 2011

Draft Computer Design/ Penitas, TX
Designer/Owner

- Drafting and design services for residential and small commercial contractor/clients
- Recheck

2002 – 2003

Texas State Technical College/ Harlingen, TX
Math Tutor

- Assist students with college Algebra and Trigonometry problems

2001 – 2001

Skill Services
Operator

- Operate machinery at jobsite for new for new building construction
- General labor

PARTIAL LIST OF PROJECT HISTORY

Enterprise

- **2021** – Formosa Meter Station – Set meter run, fabricate piping connecting to meter run. Pour foundation for meter run and supports for fabrication. Sandblast paint and hydro test all fabrication in Point Comfort, TX
- **2019** – Sage Beeler 2" Meter - Fabricate 2" riser/spool pcs, sandblast and paint spools, assist with 2in on 10in Hot Tap, set 2" Skid mounted meter tube and bolt up spool pcs, 1-load of limestone base, 1-day Hydro-vac in Big Wells, TX

- **2018 - 2019** – EFPL to Shoup Expansion - Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline along with two (2) pump stations
    - Papalote Station - Installation of a 800 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station
    - Three Rivers Station - Installation of a 600 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station**2017** - Delmita LP Pipe Replacement Projects – Installation of approximately 1000' of 4" pipeline, including pipe fittings and pipeline reconnect
- **2017** – ETG West at Azure Stanley - to install two new connections between existing EP pipelines and the currently idle ETG 24" pipeline previously owned by Azure. The effect of the connections will be to route all flow from the 16-inch Stanley in Stanley, LA

South Texas Electric Cooperative

- **2021 –** Redgate General Call Outs – Maintenance and repair in Edinburg, TX

Calpine Corporation

- **2021** – General Call Outs in Edinburg, TX

Mockingbird Midstream Gas

- **2021 –** 20 MS CHK DHN ETC Delivery – Build concrete piers for all piping and meter run installation. Hydro excavate ditch, fabricate, paint and install piping with meter run to connect Williams to ETC in Dilley, TX
- **2020 –** ETC 12in Valve Install – Remove blinds and install 12 inch valve in Carrizo Springs, TX
- **2020 –** CS DHN Check Install – Cut section of pipe to make room for axial piston check valves; install 1" equalization lines in Laredo, TX

Energy Transfer

- **2021 –** Burks Ranch Meter & Control – Installation of Meter & Control Facility; Installation of (1) 12" OPP Valve Setting; Installation of (1) 24" Meter Inlet Header, (1) 24" Meter Outlet/FCV Inlet Header, (1) 20" FCV Outlet Header and 20" piping interconnect; Installation of (1) 12" Meter Skid and (1) 10"x8" FCV Run; Installation of (1) EGM Building, (1) GC Building, (3) Light Poles; Fabrication and installation of all piping assemblies, foundations, bollards, pipe supports, and hydrostatic testing of all pressure containing materials, drying, and restoration of existing site in Cotulla, TX

South Texas Electric

- **2020 –** 3x3 Piston Stand – Fabricate one (1) 3' x 3' piston stand in Mission, TX

DCP Midstream

- **2019 –** Dicker Rd. 8" HDD – Installation of 500 ft of 8" PL section by HDD method under Dicker Rd in McAllen, TX.
- **2019 –** DCP Toll Road Relocation – Installation of 400' of 8" pipe on existing ROW, take up and cut in 40' section of existing 8" pipe and deliver to DCP plant in Hidalgo, TX
- **2018** – LN 4 12" PL Digs – (4) Four 12" anomaly digs in Edinburg, TX

Kinder Morgan

- **2018** – US Highway 83 Line Lowering – Lowering line alone US Highway 83 in Edinburg, TX

ADDITIONAL SKILS / CERTIFICATIONS

- Passed the NCEES 8-hour Fundamentals of Engineering (FE) Examination. October 2011
- Design residential homes using Wood Works Software for high wind design
- Certified International Residential Building Inspector
- NRCA Roofing 101 Certification Course Completion
- USP Structural Course Completion. (Code Compliant Construction, High Wind Resistant Construction and Site Built Shearwall, Wall Bracing)
- Fluent in Spanish

EDUCATION

2011 — **Texas A&M University/ Kingsville, TX**
Bachelor of Science in Civil Engineering
- Member of Chi Epsilon Chapter

2003 — **Texas State Technical College/ Harlingen, TX**
Associates of Applied Science in Computer Drafting and Design
- Deans Honor Roll

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Esteban Villarreal *Superintendent*
Mobile: *346.218.8419* ***Email:*** *Esteban.Villarreal@strikeusa.com*

RESPONSIBILITIES

Project Superintendent is responsible for overseeing and supervising all phases of construction with inner company as well as clients and municipalities. Concerns are, but not limited to, crew management and major construction projects that require vast coordination and diversities in scope of work. Overall on-site management, QA/QC management, site supervision, client interface, scheduling and coordination of job performance activities including safety, environmental, employees, construction, materials, equipment, and sub-contractors.

EMPLOYMENT HISTORY

Sept. 2017 – Current — **Strike, LLC / The Woodlands, TX**
Superintendent

- Overall Project Performance
- Project Estimation and Scheduling
- Project Planning and Controls
- Project Financial and Risk Analysis
- Time and Change Management
- Contract Conformance
- Project Team Supervision
- Client Relations
- QA/QC Management
- Site safety

Jun. 2012 – Sept. 2017 — **SEPCO**
Feb. 2014 – Sept. 2017 *Maintenance Supervisor*
Jan. 2013 – Feb. 2014 *Staff Associate*
Jun. 2012 – Jan. 2013 *Maintenance Lead*

- Participate in Leadership Meetings
- Work with Engineers on Cost and Projects to Maintain Production
- Work with Management Team to Ensure Operations & Maintenance Maintain Production
- Supervised 50 employees including Special Project Crews that could exceed 100 employees
- Control Budget Assessment & Maintenances
- Tracking KPI's, FSR, Clairs; PTW Audits, and BBSM
- Employee Evaluations, IDP - Roles & Responsibilities
- PTW Audits, Safety Steering Team Sponsor, SIMOPS & LOTO

Oct. 2006 – Jun. 2012 **H & S Constructors**

Construction Supervisor

- Overseeing all construction of facilities
- Responsible for planning construction activities based on project schedules and drawings
- Communicate with the Shell on-site rep to coordinate all work, workers, welders and all construction operators daily
- Responsible for scheduling work for the week which includes but not limited, to organizing materials, aligning labor force (i.e.: construction crews, welders, x-ray companies), aligning any necessary equipment (i.e.: heavy equipment, water trucks, man lifts), pre-construction layouts, setting piping and equipment for the facilities being constructed
- On a monthly basis, coordinate and discuss future projects with Shell's on-site rep to ensure all necessary drawings, materials and work force are available to meet scheduled work

PARTIAL LIST OF PROJECT HISTORY

Enterprise

- **2021** – Formosa Meter Station – Set meter run, fabricate piping connecting to meter run. Pour foundation for meter run and supports for fabrication. Sandblast paint and hydro test all fabrication in Point Comfort, TX
- **2019** – Sage Beeler 2" Meter - Fabricate 2" riser/spool pcs, sandblast and paint spools, assist with 2in on 10in Hot Tap, set 2" Skid mounted meter tube and bolt up spool pcs, 1-load of limestone base, 1-day Hydro-vac in Big Wells, TX
- **2018 - 2019** – EFPL to Shoup Expansion - Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline along with two (2) pump stations Carnes County and Nueces County, TX
    - Papalote Station - Installation of a 800 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station
    - Three Rivers Station - Installation of a 600 HP pump station, along with all associated metering, tie-ins and I&E, including two (2) bi-directional laterals through the station

Williams

- **2020 –** San Pedro PSV Mods – Above ground pipe fabrication and installation in Carrizo Springs, TX

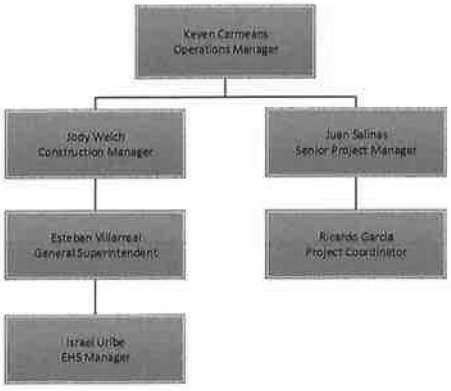
NuStar Energy

- **2020 –** NuStar Hwy 281 Reroute – Demo and new pipe installation of 5,600' of 8" pipe, hydrotest and coating in Premont, TX

Enbridge

- **2019** – Valley Crossing Pipeline Warranty Work - 171-mile intrastate natural gas pipeline, and facilities for Spectra's Valley Crossing Pipeline project commissioned by the Comisión Federal de Electricidad. Agua Dulce Compressor Station with 168,980 Horsepower-Brownsville Compressor Station with 96,560 Horsepower - (8) Bi-Direction receipt meter regulator stations - (1) Delivery meter regulator station-(4) Tap facilities with 6,250 MMCF/D of capacity from Agua Dulce, TX to Brownsville, TX

ORGANIZATIONAL CHART - 8" LONESTAR
PIPELINE RELOCATION



STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2021	**20" Burks Rach Lateral** installaion of 7.4 miles of 20" natural gas pipeline in Cotulla, TX	Cotulla, TX	Energy Transfer
2021	**2021 LG&E Transmission Modernization Program** Installation of 3495' of 24" and 800' of 8' steel tramsmission piping on LG&E's Penile to Blanton Pipeline, 529' of 24" steel transmission pipe on LG&E's Preston to Piccadilly Pipeline in Louisville, KY	Louisville, KY	Louisville Gas & Electric
2021	**Borger Express Pipeline - Spread 3** Installation of 51.4 mi of 16" crude oil pipeline, (3) HDDs for approx. 4,530 LF, and bores for approx. 3,840 LF in Cleo Springs, OK	Cleo Springs, OK	Navigator Energy
2021	**TETCO 30" HDD** Installation of 3,149' of 30" pipeline via HDD under the Corpus Christi Shop Channel, and removal of 3,400' of existing 30" line	Corpus Christi, TX	Enbridge
2020 - 2021	**Whistler Pipeline** Installation of 222 miles of 42" natural gas pipeline, with ten (10) HDDs totaling 8,739', and engineering and procurement for five (5) meter stations ranging from 250 MMscfd to 1.4 BCF/d	Del Rio, TX to Agua Dulce, TX	WhiteWater Midstream
2020 - 2021	**8" PGP and 12" Ethylene Pipelines Segment B** Installation of 115 miles of 8" PGP pipeline and 60 miles of 12" ethylene pipeline; 8,000' installed via bundled HDD	Brazoria County, TX	Enterprise Products
2014 - Current	**Phillips 66 Central Division Maintenance Program** Routine maintenance and small capital projects	OK, TX, KS, MO, IL	Phillips 66
2012 - Current	**Roving Crew Alliance** Pipeline Integrity and Maintenance Services: Projects consist of anomaly investigations and remedial actions including but not limited to recoats, composite wraps (clock springs), cut outs, casing extensions/replacements, valve exchanges, etc. on diameters varying from 4" up to 42"	AL, AR, IL, IN, KY, LA, MO, MS, OH, OK, TN, TX, VA	Enbridge
2010 - Current	**LyondellBasell Turnkey Maintenance and Integrity Program** Pipeline maintenance services including anomaly investigations and cutouts; make ready and hydrotest; assist with MFL and ILI tool runs; relocates, upgrades, removals, fabrication and installation of various valves, meters, launcher/receivers, and pig traps. re-routes and new lays, capital upgrades at the following Gulf Coast Locations: BYO (Bay Area Operations); BCO (Bayport Facility); Chocolate Bayou Facility (Freeport, TX); Equistar Pipeline Facilities; HRO (Houston Area Operations); LPO (La Porte Operations); LYB108 Facility (Lake Charles, LA); MBO (Mont Belvieu Operations)	Gulf Coast	LyondellBasell
2020	**Crossover II / Hungerford Pipeline** Installation of 62 miles of 36" natural gas pipeline	Colorado County to Brazoria County, TX	Kinder Morgan
2020	**Port Arthur Pipeline Project** Engineering, procurement and construction of 11.2 miles of 24" pipeline, including 55,000' of trenchless installation, to connect the Phillips 66 facility to USD Group's new Port Arthur Terminal	Port Arthur, TX	USD Group
2020	**Augustus PL and Facilities** Installation of 34 miles of 20" and 1.6 miles of 18" crude oil pipelines; Civil, mechanical and I&E for tie-ins at four (4) pump stations, including installation of a 200 HP mainline pump and 40 HP booster pump	Midland to Crane, TX	Centurion
2020	**18" Pipeline Highway 146** Relocation of 3.2 miles of 18" refined products pipeline	Texas City to Seabrook, TX	Magellan Midstream
2020	**GMP Arnett to VLO Perryton** Installation of 35 miles of 12" crude oil pipeline	Midland, TX	Navigator Energy
2020	**Desert Hills Pipeline** Installation of 8.1 miles of 20" HDPE, 3 miles of 18" HDPE and 3.4 miles of 12" HDPE water gathering lines	Reeves County, TX	Crestwood
2020	**VCP-EFM Meter Station and Lateral** Installation of a natural gas meter station consisting of two (2) dual 12" meter skids and two (2) dual 12" control valve skids and other equipment, along with 2,100' of 30" tie-in lateral	Nueces County, TX	Enbridge
2020	**DOT - MX-30 Pipeline** DOT replacement of 12.2 miles of 8" natural gas pipeline	Midland, TX	Phillips 66
2020	**Wildhorse Connection and Basin Bypass** Installation of 2,100' of 24", excavcation and removal of old piping, and construction of site infrastructure, civil and I&E at Enbridge's Cushing Terminal	Cushing, OK	Enbridge
2020	**LouTex PGP Pipeline** Installation of 4 miles of 8" polymer grade propylene pipeline	Calcasieu Parish, LA	Enterprise Products
2020	**Bootleg to Rojo Grande** Installation of 6.3 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2019 - 2020	**FERC - Midship Pipeline Project** Spread 1: Installation of 56.6 miles of 36" natural gas pipeline Spread 2: Installation of 63.55 miles of 36" natural gas pipeline Chisholm Lateral: Installation of 20.35 miles of 30" natural gas pipeline Velma Lateral: Installation of 13.59 miles of 16" natural gas pipeline	Kingfisher County, OK to Carter, OK	Cheniere Energy
2019 - 2020	**Blue Line Replacement Project - Jefferson City West & East** Installation of 29.5 miles of 10" highly volatile liquids pipeline, including ten (10) HDDs and (27) bores	Jefferson City, MO	Phillips 66
2019 - 2020	**Fitness-for-Service Remediation Program** (248) integrity digs across Oklahoma, Arkansas, Louisiana, Texas and Missouri	OK, AR, LA, TX, MO, IL, ND	Enable
2019 - 2020	**20 Inch System Upgrade** Installation of 44 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy
2013 - 2020	**US Pipeline Construction and Maintenance Service Contract** Provide integrated services including pipeline dig inspections, hydrostatic testing, pipeline segment replacements for class changes, etc. throughout the US	IN, KS, KY, LA, MN, MO, MT, ND, NE, OH, OK, SD & TX	TC Energy
2019	**Galena Park to East Houston 20"** Installation of 8 miles of 20" natural gas pipeline from Magellan's Galena Park Terminal to Magellan's East Houston terminal, with (18) total HDDs ranging from 700' to 4400' totaling 31,000'	Houston, TX	Magellan Midstream
2019	**Crude Pipeline and Facility Project** Full turnkey EPC pipeline and facility project, consisting of 10 miles of 12" single lay pipeline, six (6) future tap assemblies, one (1) mainline valve and required launcher/receivers along with four (4) 400 BBL tanks, required pumps, metering and automation to transport and store crude in the Permian region	Winkler and Ward Counties, TX	Gibson Energy
2019	**BH2 West Inlet** Installation of 20 miles of 20" and 5 miles of 12" natural gas pipeline	Douglas, WY	Crestwood
2019	**Lea Gathering 12"** Installation of 52 miles of 12" natural gas gathering pipeline	Mentone, TX	Oryx Midstream
2019	**Big Eddy Trunkline** Installation of 23 miles of 20" natural gas pipeline	Lea County, NM	Lucid Energy
2019	**EFPL to Shoup Expansion Pipeline** Installation of 18.1 miles of 8" and 4 miles of 16" NGL pipeline	Carnes County and Nueces County, TX	Enterprise Products
2019	**Peregrine Lateral** Installation of 17.4 miles of 12" NGL pipeline, along with a meter station, launcher, receiver, six (6) bores and three (3) HDDs	Orla, TX	Targa Resources
2019	**TX-187C** Engineering, procurement and construction of 2.8 miles of 12" and 40' of 10" ethane pipeline, including three (3) HDDs	Mont Belvieu, TX	ExxonMobil
2019	**Keach to Xmas** Installation of 11 miles of 20" natural gas pipeline	Nordheim, TX	DCP Midstream
2019	**Carlsbad South 12"** Installation of 16 miles of 12" natural gas pipeline	Eddy County, NM	Oryx Midstream
2019	**MTBV 16" Transfer Line** Installation of 2.2 miles of 16" and 1 mile of 12" ethylene, and a small 8" lateral within the Enterprise West Storage and East Storage facilities	Mont Belvieu, TX	Enterprise Products
2019	**South Ward Corridor Crude** Installation of 7.4 miles of 10" and 2.4 miles of 6" crude oil pipelines	Reeves County, TX	Diamondback Energy
2019	**MVP Connection** Installation of 1.4 miles of 20" refined products pipeline, one (1) 2,600' HDD and three (3) bores totaling 800', three (3) of which are located at least partially within Magellan's Galena Park Terminal grounds	Houston, TX	Valero
2019	**Salt Flat Pipeline and Facilities Project** Installation of 2.7 miles of 10" crude oil pipeline and a greenfield 400 HP pump station, along with tie-in modifications to an existing station	Eddy County, NM	Centurion
2019	**TETCO Interconnect Meter Station & Pipeline** Installation of 1 mile of 20" natural gas pipeline that includes a 3,000' HDD, along with a launcer, receiver, and interconnect meter station	Beaumont, TX	Natgasoline
2019	**Red Hills 24" Inlet** Installation of 4.2 miles of 24" natural gas pipeline	Jal, NM	Lucid Energy
2019	**ODOT 24" Crane Interconnect** Installation of 4.65 miles of 24" crude oil pipeline	Crane, TX	Oryx Midstream

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2018 - 2019	**Gulf Coast Express Pipeline** Spread 4: Installation of 114.6 miles of 42" natural gas pipeline from Del Rio, TX to Big Wells, TX Spread 5: Installation of 124.9 miles of 42" natural gas pipeline from Big Wells, TX to Agua Dulce, TX	Del Rio, TX to Agua Dulce, TX	Kinder Morgan
2018 - 2019	**EH2H Spreads 2 & 3** Installation of 92 miles of 20" refined products pipeline; (124) bores totaling 21,939', (47) HDDs totaling 64,258', with 37 miles of the project within a Centerpoint ROW and 8 miles within the Houston Toad Habitat	Houston, TX to Hearne, TX	Magellan Midstream
2018 - 2019	**Midland to Sealy 2** Installation of 34 miles of 16" NGL pipeline including (39) bores and (13) HDDs	Sealy, TX	Enterprise Products
2018 - 2019	**Northshore Pipeline Program** Engineering, procurement and construction of nine (9) mainline pipeline installations, utilizing three (3) bundled HDDs, 3,012 LF in length, with each bundle containing three (3) pipelines (qty. 1 x 20", qty. 2 x 16") and one (1) 4" HDPE conduit, spanning the Tule Lake Channel; also, conventional lay 1,865 LF of two (2) 20" pipeline, six (6) 16" pipelines, three (3) 4" HDPE conduits, 220 LF of one (1) 20" pipeline and 350 LF of 20" railroad slick bore	Corpus Christi, TX	POTAC
2018 - 2019	**Cedar Canyon to San Mateo** Installation of 23 miles of 12" and 10" crude oil pipeline and 63,000' of fiber optic installation	Carlsbad, NM	Oxy Midstream
2018 - 2019	**Dix Ranch Offload to Lobo** Installation of 5 miles of 30" natural gas pipeline; 1,000' of 30" via HDD, fabrication and installation of one (1) 10" conventional receiver, one (1) 10" riser and one (1) 10" valve; cut the existing Dix Ranch 10" pipeline and install the new 10" pig launcher	Laredo, TX	Energy Transfer
2017 - 2019	**Gathering System Pipeline(s)** Engineering, procurement and construction of pipeline interconnects from newly drilled wellheads in the Eagleford to existing customers; Six (6) pipeline systems in 2018 with increased production assumed through 2020; pipeline sizes range from 6" to 10" and stretch up to 2 miles in length per interconnect; pipe, valve, launcher and receiver design, procurement and installation	Eagle Ford Shale South Texas	Vitruvian Exploration
2018	**Salt Creek West Trunkline** Installation of 56 miles of 16" and 30" natural gas pipeline, five (5) HDDs totaling 1,600', (16) road bores and (295) underground utility crossings	Pecos, TX	ARM Energy
2018	**20" Mustang Pipeline** Installation of 25 miles of 20" butane pipeline and 1.5 miles of 6" pipeline including (33) HDD's totaling 57,022' and (68) bores totaling 6,910'	Baytown, TX	Targa Resources
2018	**State Line to Pecos 20" Pipeline** Installation of 42.3 miles of 20" natural gas pipeline	Mentone, TX	Oryx Midstream
2018	**Carlsbad to Stateline** Installation of 30 miles of 16" natural gas pipeline	Mentone, TX	Oryx Midstream
2018	**East Slash to Orla Pipeline** Installation of 23 miles of 20" natural gas pipeline	Orla, TX	Crestwood
2018	**SPL KMLP Meter Station Construction** Installation of 1,157' of 36" lateral natural gas pipeline connecting to a custody transfer meter station; the natural gas meter station consists of three (3) 650 MMSCFD inlet filter separators, ultrasonic meters including one (1) 4", one (1) 12" and three (3) 16" meter runs, flow control, EGM building with electronic flow measurement and all related appurtenances; installation of 2,900' of sheet piling, 1,500' of well pointing, and cutting of 62 piles	Cameron, LA	Cheniere Energy
2018	**East to West M&R Stations and Lateral Project** Installation of two (2) meter and regulation stations; 2,300' of 16" lateral pipeline and road construction	Gillis, LA	Florida Gas Transmission Company
2018	**Shin Oak Pipeline 4 Mile Stretch** Installation of 4 miles of 24" NGL pipeline	Tuscola, TX	Enterprise Products
2018	**Louisiana Class Change** Replacement of 6,412' of 24" natural gas pipeline in four (4) sections and replace 3,576' of 30" natural gas pipeline in two (2) sections	Milton, LA	TC Energy
2018	**Ohio Class Change Project** Pipe replacement, hydro-testing, and drill on 5.5 miles of 24" pipeline	Lucas, OH	TC Energy
2018	**Southern Kentucky Class Change** Hydro-test 7.5 miles of 30" ML200, pressure test to identify, cut out the sections and replace with new material	Edmonton, KY	TC Energy

STRIKE

REPRESENTATIVE PROJECT LIST

YEAR	JOB NAME and DESCRIPTION OF WORK	LOCATION	OWNER
2018	**Wise West Lateral** Installation of 8 miles of 16" natural gas pipeline to include associated pipe, valves and materials	Pecos, TX	Salt Creek Midstream
2018	**DOT - Hartsville Forced Relo** DOT relocation of 250' each of two (2) 30" lines and one (1) 16" line	Lebanon, TN	TC Energy
2018	**Line QC and QB Pressure Tests and Line QC Replacements** Install and replace 26" and 12" pipe along Line QC, reclaim old valves and pipe, pressure test about 13 miles of 26" on Line QC and Line QB	Overland Park, KS	Southern Star Central Gas Pipeline
2018	**Turnpike Replacement Project** Engineering, procurement and construction of 2,500' of new 16" pipeline with two (2) HDDs, and two (2) line stop assemblies	Luther, OK	DCP Midstream
2017 - 2018	**Valley Crossing Pipeline Project** 171-mile intrastate natural gas pipeline, and facilities for Enbridge's Valley Crossing Pipeline project commissioned by the Comisión Federal de Electricidad of Mexico **PIPELINE** - 136 Miles of 48" mainline from Nueces County, TX to Cameron County, TX - 23.1 Miles of 42" pipeline in Cameron County, TX - 10.78 miles of multi-line 42" gathering header located in Agua Dulce, TX - 6,590' of 42", 1.50wt and 1.80wt, shore approach - direct pipe drill to offshore interface	Agua Dulce, TX to Brownsville, TX	Enbridge
2017 - 2018	**Ethane & Ethylene Pipeline Project Installation** Full turnkey engineering, procurement and construction for 71 miles of 16" single lay refined products pipeline from Webster, TX to Clemville, TX and 40 miles of 16", 10' and 8" triple lay refined products pipeline from Clemville, TX to Point Comfort, TX including the installation of six (6) scraper traps, eleven (11) manually operated valves, and four (4) electric operated valves; the 16" line will be used to transport ethane from Webster to Point Comfort while the 10" and 8" lines will be bi-directional pipeline system capable of transporting ethylene from Clemville to Point Comfort; Strike's scope included FEED, detailed engineering design, procurements of all materials including line pipe, and installation of the pipeline	Webster, TX to Point Comfort, TX	Formosa Plastics
2017 - 2018	**East Trunk Line** Installation of 43.7 miles of 16" and 30" natural gas pipeline, 3,114' of 16" and 161' of 30" HDD, 120' of 16" and 923' of 30" bores	Monahans, TX	ARM Energy
2017 - 2018	**Willow Lake to Orla Pipeline** Engineering, procurement, and construction of 30 miles of 20" natural gas pipeline; included FEED, detailed engineering design, procurement and installation	Mentone, TX	Crestwood
2017 - 2018	**Diamondback Utah Gathering** Installation of 25.5 miles of 12" crude oil pipeline	Coyanosa, TX	Oryx Midstream
2017 - 2018	**Corpus West to Corpus East Dual 20" Pipeline** Installation of 5.9 miles of dual 20" crude oil pipe, four (4) pig traps and two (2) valve settings	Corpus Christi, TX	Plains All American

HRCMA 365 Toll RD 8in Lonestar PL Relocation
8in PL Relocation
PO:
AFE:
Strike Job # 101-
Bill Sheet for Invoice No. 1
Date:

8in PL Relocation	Unit Qty LS	Unit Price	Previous Complete		Complete This Period 6/7 - 7/2		Total To Date	
CONTRACT								
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	1	$ -	0%	$ -	0%	$ -	0%	$ -
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	1	$ -	0%	$ -	0%	$ -	0%	$ -
Miscellaneous Materials	1	$ -	0%	$ -	0%	$ -	0%	$ -
Freight and Tax	1	$ -	0%	$ -	0%	$ -	0%	$ -
Mobilization	1	$ -	0%	$ -	0%	$ -	0%	$ -
Demobilization	1	$ -	0%	$ -	0%	$ -	0%	$ -
Direct Labor / Supervision	1	$ -	0%	$ -	0%	$ -	0%	$ -
Direct Equipment	1	$ -	0%	$ -	0%	$ -	0%	$ -
Horizontal Directional Drill Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Water Supply / Hauling Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
NDT Inspection Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Soil Compaction Contractor	1	$ -	0%	$ -	0%	$ -	0%	$ -
Demobilization			0%	$ -	0%	$ -	0%	$ -
			0%	$ -	0%	$ -	0%	$ -
			0%	$ -	0%	$ -	0%	$ -
	TOTAL:	$ -	#DIV/0!	$ -	#DIV/0!	$ -	#DIV/0!	$ -
CONTRACT UNIT PRICE ADDERS								
			-	$ -	-	$ -	-	$ -
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			-	$ -	-	$ -	-	$ -
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				$ -		$ -		$ -
CHANGE ORDERS								
			-	$ -	1	$ -	1	$ -
			-	$ -	-	$ -	-	$ -
			-	$ -	-	$ -	-	$ -
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			-	$ -	-	$ -	-	$ -
			-	$ -	-	$ -	-	$ -
				$ -		$ -		$ -

	Previous	This Period	To Date
Actual Total:	$ -	$ -	$ -
Invoice Total:	$ -	$ -	$ -

Total Due This Invoice $ -

Client Approval Signature **Date**

Project Manager Approval Signature **Date**

Cindy Hernandez

Marsh USA Inc.
2929 Allen Parkway
Suite 2500
Houston, TX 77019
+1 713 276 8000
www.marsh.com

February 17, 2022

Strike Operating Company LLC (DE)
1800 Hughes Landing Blvd.
Suite: 500
The Woodlands, Texas 77380

Subject: Strike Operating Company LLC (DE)
Experience Modifier

Gentlemen:

This letter is to confirm the Experience Modifier for Strike Operating Company LLC (DE)

Effective Date	**Experience Modifier**
12/01/2021	.56 Final
12/01/2020	.52 Final
12/01/2019	.52 Final

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Cindy Hernandez

Cindy Hernandez
Sr. Client Representative
Marsh USA, Inc.

STRIKE, LLC OSHA SAFETY DATA (2019-2017) NAICS code-23712 SIC code-1623			
ISN #400-126783 VERIFORCE #4802 PEC #2674			
AVETTA/PIC #2096 FEDERAL TAX ID #37-146120			
BROWZ #3384C			
Employee Injury and Illness Data			
Year	2019	2018	2017
EMR	Effective 12-1-2018 0.53	Effective 12-1-2017 0.48	Effective 12-1-2016 0.48
Number of Employees (avg)	4571	4634	3296
Personnel-Hours Worked	11,842,500	12,181,969	9,156,617
First Aid Cases	165	232	130
OSHA Recordable Medical Treatment Only Cases	11	27	10
Restricted Duty Cases	10	5	10
Lost Workday Cases	5	0	0
Fatalities	0	0	0
Total Lost Workdays	137	0	0
Total Restricted Workdays	684	271	255
Total Recordable Incident Rate (TRIR)	0.44	0.53	0.44
Incident Rate of Lost Workday Cases (LWC Rate)	0.08	0.00	0.00
OSHA Severity Rate (lwd+rwd)x200000/hrs	13.87	4.68	5.57
DART	0.24	0.08	0.22
BLS TRIR	NA	NA	NA
Citations	0	0	0

COMPLETED BY: Todd B Shaw
SIGNATURE: *Todd B. Shaw*
TITLE: Director-Operator Qualifications & Training
COMPANY: Strike, LLC
DATE: 01/01/20

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

March 4, 2022

The Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

Re: Licenses and Permits

To Whom It May Concern:

Texas does not require or offer any licenses for Pipeline Construction or General Contracting. Similarly, Hidalgo County also does not offer or require any such licenses, nor does it require a local business license for the scope of work, as identified in the bid package for the 8" LONESTAR PIPELINE RELOCATION project. As such, Strike Operating Company, LLC does not have any licenses to provide for this bid.

Sincerely,

Shiyenne Munoz
Bid Controls Specialist
713-389-3631 Direct
bids@strikeusa.com Email

A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
☒	☐	Are you aware if your affiliates are bidding on the same project?
YES	**NO**	**PROPOSAL DOCUMENT PREPARATION:**
☒	☐	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
☒	☐	Are you submitting only one (1) proposal for this project?
☒	☐	Is the proposal signed by your company representative or each joint venture participant?
☒	☐	Have you entered amounts for all bid items?
☒	☐	If using a computer printout, has it been signed by your company representative or each joint venture participant?
☒	☐	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
☒	☐	Have you acknowledged every addendum by signing the Receipt of Addenda form?
☒	☐	Does the proposal document (or computer printout) contain the proper number of bid items?
☒	☐	Does the proposal document contain any conditions not included in the proposal document provided to you?
☒	☐	Did you enter prices for all items?

YES	NO	BID BONDS:
☒	☐	Is the bid bond signed by the surety?
☒	☐	Is the bid bond signed by the company representative or each joint venture participant?
☒	☐	Is the exact name of the contractor(s) listed as the principal?
☒	☐	Is the impressed surety seal affixed to the bid bond?
☒	☐	Does the name on the surety seal match the name of the surety on the bond?
☒	☐	Is the bond dated on or earlier than the letting date of the project?
☒	☐	Is the signer for the surety listed on the power of attorney attached to the bond?
☒	☐	Is the surety authorized to issue the bond?
YES	**NO**	**BID GUARANTY CHECKS:**
☒	☐	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
☒	☐	Is the check dated on or before the letting date?
☒	☐	Is the check less than ninety (90) days old?
☒	☐	Is the check made payable to Hidalgo County Regional Mobility Authority?
☒	☐	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	**NO**	**PROPOSAL DOCUMENT SUBMISSION:**
☒	☐	Are you aware of the time and date deadline for submission of proposal?
☒	☐	Are you aware of the proper delivery location for the proposal document?
☒	☐	Are you submitting a complete proposal document?
☒	☐	Is the proposal submitted in a sealed envelope?

YES	NO	SIGNATURES:
☐	☒	If the Bidder is a joint venture, have all the members of the joint venture signed the following documents? Strike Construction, LLC is not a joint venture
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
☒	☐	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	**NO**	**BIDDERS DBE UTILIZATION PLAN (SECTION K)**
X		DBE Letter demonstrating utilization plan (Section K)
X		TxDOT Form SMS.4901 – DBE Commitment Agreement
X		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)

B. INVITATION TO BID

The Hidalgo County Regional Mobility Authority (HCRMA) is proposing to install a toll road in the vicinity of S. Ware Road. The Lonestar Pipeline operates an 8" natural gas line that transits the levee at the end of S. Ware Road. The proposed roadway location conflicts with Lonestar's pipeline. At the request of HCRMA the existing segment of pipeline will be replaced using a Horizontal Directional Drill (HDD) to avoid the proposed roadway construction and other operations in the area. The abandoned section of pipe resulting from this relocation will be removed. Construction is expected to be awarded immediately for this work, with completion targeted for Spring of 2022.

General scope for this work is to drill one HDD approximately 1,104' feet in length. The drilling rig will be located on the southeast side of the levee with the pullback area located on the northwest side of the same levee. All materials, including coated line pipe and fittings, shall be provided by CONTRACTOR. The line pipe for the drill shall be strung out and cribbed along the existing Right of Way (ROW). COMPANY has negotiated additional workspace available for CONTRACTOR's use, approximately 200' x 150' at the proposed HDD entry and exit points. CONTRACTOR shall weld the pullback segment and tie-in spools. CONTRACTOR shall provide a CAMS-approved x-ray subcontractor to perform NDT inspection on 100% of the welds. After the x-rays have been completed and the welds accepted, CONTRACTOR shall perform a pre-pullback 4-hour hydrotest, and then coat the field joints. The drilling rig will mobilize on the southeast side of the levee and drill toward the northwest side. The drill path shall be offset from the existing pipeline to facilitate tie-in to the existing pipeline. Once the path has been successfully drilled and reamed, the pullback section shall be pulled into the wellbore. CONTRACTOR is required to support the line pipe in the ditch to prevent sagging. CONTRACTOR is responsible for supply of concrete sacks to be used for support. Once pulled back, tie-in spools shall be fabricated, x-rayed and the field joints and fittings coated. Another hydrotest, 8-hours, shall be performed on the tie-in spools and segment installed in the HDD. CONTRACTOR shall run an aluminum gauging pig through the line, remove all water from the test section and dry the line. After the line has been dried, the final tie-in welds shall be completed and x-rayed, and the ditch shall be backfilled.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 11:00 A.M. C.S.T., Friday, March 4, 2022** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 11:05 A.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete by April 29, 2022 or 40 calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional twenty (20) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab.

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall,meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.

- BE CAMS / M&H REQUIREMENTS

Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: http://www.hcrma.net/bids.html.

A Pre-bid Meeting will be held for this project on **Wednesday, February 16th at 9:00 A.M. C.S.T.**, at the proposed worksite in McAllen, Texas 78505 SITE:26.145665, -98.271484. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened.

Bids received after the above mentioned date and deadline will not be considered. The Hidalgo County Regional Mobility Authority Board of Directors reservesthe right to accept or reject all or any part of any bid, hold all bids for up to (60) sixty days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid andqualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from CivCast bidding site, Project Link: Click Here . Additional information at HCRMA website at http://www.hcrma.net/bids.html.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuantto this advertisement, disadvantaged business enterprises will be afforded full and fair opportunityto submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a** state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requestedto be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture

member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (page B-4 and B-5, Proposal Attachment E, page F-2)
- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

Each member of the joint venture must sign the Proposal (D) and Notice to Bidders (E).

IDENTIFICATION OF BIDDER AND EQUITY MEMBERS

Name of Entity and Contact Info (Address, Representative, Phone, Fax, E-mail)	Role in Joint Venture	Equity interest in Joint Venture	Texas Contractor License and License Limit (if applicable)	Description of Work / Services to be Performed by Entity (if applicable)
Strike Operating Company LLC 2600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380	N/A	N/A	N/A	

You must sign below in INK; failure of an authorized representative of the company to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Strike Operating Company LLC

Company Address: 1800 Hughes Landing Blvd, Ste 500

City, State, Zip Code: The Woodlands Tx 77380

Taxpayer Identification Number (TIN): 87-4154213

Telephone No. 713 389 3631 Fax No. \

E-mail bids@strikeusa.com

Print Name: Shirlonne Weingrad Signature: Shirlonne Weingrad

(Your signature attests to your authorized offer to provide the goods and/or services in this Bid according to the published provision of this Bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Hidalgo County Regional Mobility Authority Board of Directors (when applicable) signed by the Chairman and a Notice to Proceedis issued).

Hidalgo County Regional Mobility Authority (HCRMA)

Pilar Rodriguez, PE, Executive Director

203 W Newcombe Ave, Pharr, Texas 78577

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by the HCRMA. The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until permits and ROW have been cleared.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 03/04/2022

Bids Opened: 03/04/2022

Bids Reviewed: 03/04/2022 to 03/14/2022

Conditional Award of Contract: 03/18/2022

(60 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 03/08/2022

NTP issued: 03/23/2022

(no more than 20 days from Bid opening)

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

$ 398,922.00
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

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E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within forty (40) calendar days after initial notice to proceed (NTP) and up to an additional twenty (20) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessaryor expedient. Any increase or decrease in the amount of any item or portion of work will be addedor deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract,any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amountof at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check orbond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should failto execute and deliver said Contract and the prescribed Contract Bond, together with the requiredprogress schedule, proof of proper insurance coverage and other necessary documents, all withinthe fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.

LONESTAR PIPELINE
365 TOLL PROJECT HDD PIPE RELOCATION
QUOTATION SUMMARY

Please Note: This form must be completed and returned with BIDDER's quotation. Quotations excluding this completed form will not be considered.
Include all costs for the base scope of work in the line items listed below.
UR = Unit Rates; CR = Composite Rates; LS = Lump Sum

BASE SCOPE ITEM	TYPE	QTY	UNIT	UNIT PRICE	EXTENDED COST
8" X 0.322 API 5L-PSL2 X52 Line Pipe with FBE + ARO Coating	LS	1,270	LF	$60.20	$76,454.00
8" X 0.250 API 5L-PSL2 X52 Line Pipe with FBE Coating	LS	60	LF	$50.00	$3,000.00
Miscellaneous Materials 4-8in 45s, 1-8in 90 ellbows	LS	1	LS	$2,860.00	$2,860.00
Freight and Tax	LS	1	LS	$11,090.00	$11,090.00
Mobilization	LS	1	LS	$7,500.00	$7,500.00
Direct Labor / Supervision	LS	1	LS	$150,152.00	$150,152.00
Direct Equipment	LS	1	LS	$66,260.00	$66,260.00
Horizontal Directional Drill Contractor	LS	1	LS	$46,736.00	$46,736.00
Water Supply / Hauling Contractor	LS	1	LS	$8,625.00	$8,625.00
NDT Inspection Contractor	LS	1	LS	$8,625.00	$8,625.00
Soil Compaction Contractor	LS	1	LS	N/A	N/A
Nitrogen Supply Contractor	LS	1	LS	N/A	N/A
Rental Equipment	LS	1	LS	$10,120.00	$10,120.00
Demobilization	LS	1	LS	$7,500.00	$7,500.00
TOTAL COST FOR BASE SCOPE OF WORK					$ 398,922.00 -
Unit [illegible] Composite Rate or T&M Costs for Extra Scope if Required or Requested by COMPANY					
Space to be used by bidder if [illegible]ssary.				$	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
Space to be used by bidder if necessary.				$ -	
SCHEDULE					
Total estimated weeks [illegible] issuance of a contract to completion of work scope.				WE[illegible]	
[illegible] TERMS					
Did BID[illegible]D provide a 60 day bid validity?	YES			NO	
Is Quotation in accordanc[illegible]ith scope and data set forth in the Inquiry? ***If NO, all exceptions are to be listed and [illegible]tailed in proposal.***	YES			NO	
Is Quotation in accordance with Instructions to Bidders as set forth in the Inquiry? ***If NO, all exceptions are to be listed below.***	YES			NO	
Does BIDDER intend to subcontract any part of the [illegible]? ***If YES, indicate the name(s) of the prospective third-party com[illegible]y(ies) and the service(s) which will be provided.***	YES			NO	
[illegible] INFORMATION					
Company Name:					
Technical Representative:					
Signature:					
Title:					
Quotation Number:					
Date:					
Phone Number:					
E-mail Address:					

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

1800 Hughes Landing Blvd., Ste
500. The Woodlands TX
77380

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: [signature]

Date: March 4, 2022

Title: Bid Controls Specialist

For (Contractor's Name): Strike Operating Company LLC

Project 8" Lonestar Pipeline Relocation.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Business Name of Bidder Strike Operating Company, LLC

Type of Organization:
- Individual ☐
- Partnership ☐
- Corporation ☐
- Company ☐

Strike Operating Company, LLC is an LLC, organized in Delaware

Texas Business Entity Registration No.: 0804399174

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 1800 Hughes Landing Blvd., Ste 500
The Woodlands Tx 77380

Signature of Authorized Representative: X

Title: Chief Operating Officer

Date: March 4, 2022

Witness or Attest: _____ (Affix Corporate Seal Here)

NOTE:

1. ONLY A PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDINGFORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID**.

F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within sixty (60) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s)and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than sixty (60) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas this day Personally appeared Jamie Black who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by Strike Operating Company LLC hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Name and Address of Bidder:

Strike Operating Company, LLC Phone Number (888) 353-1444

_____ Fax Number (_____)_____

_____ Email brb@strikeusa.com

_____
Signature

Name: Jamie Black Title: Chief Operating officer

SWORN TO AND SUBSCRIBE BEFORE ME THIS 4 day of March 2022.

_____ TExas

Notary Public in and for County State

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other thanquestions to the General Engineering Consultant?

NO.

Since 2/12/2022 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO.

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature of person submitting this Bid: _____ Date: March 4, 2022

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Alfredo Seanz, PE – NorthStar Energy Services, Inc., General Engineering Consultant

Ron Perego – M&H, Project Manager

Colin Harper – CAMS Midstream

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

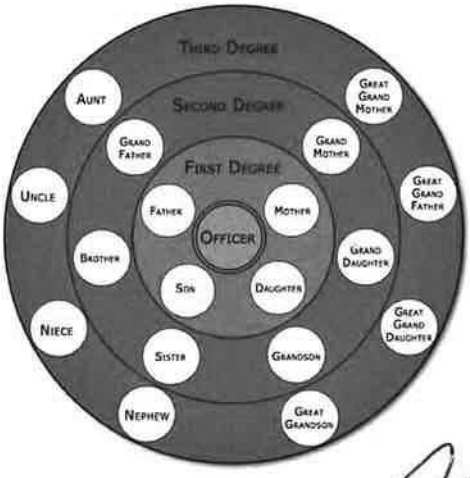
7

_____ _____
Signature of vendor doing business with the governmental entity Date

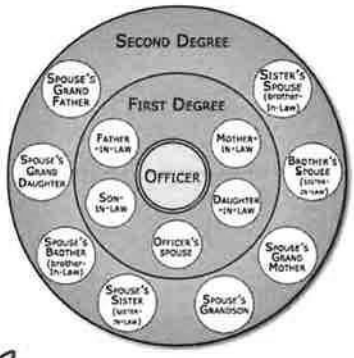
Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? **YES ☐ / NO ☒**

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid: _____ Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.

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

3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.

Signature of person submitting this Bid

March 4, 2022
Date

THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

March 4, 2022

Signature of person submitting this Bid — Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: March 4, 2022

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.

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G.DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", pursuant to 31 U.S.C. 1352 in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signature/Authorized Certifying Official

Jamie Black, Chief operating officer
Typed Name and Title

Strike Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature/Authorized Certifying Official

Jamie Black, Chief Operating Officer
Typed Name and Title

Stake Operating Company, LLC
Applicant/Organization

March 4, 2022
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding $2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of $10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of $10,000 or more)

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I. NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

COUNTY OF Montgomery

I, Jamie Black, of the City of The Woodlands, County of Montgomery, and State of Texas, being of full age and duly sworn according to law on my oath depose and say:

That I am Chief Operating Officer (Title) of Strike Operating Company, LLC the Bidder making the Bid submitted to Hidalgo County Regional Mobility Authority, on the 4 day of 20 22, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-time employees;

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
Strike Operating Company, LLC	1600 Hughes Landing Blvd Ste 500 The Woodlands TX 77380

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY OF March, 20 22.

BY: _____
PERSON SIGNING BID

PRINT NAME: Jamie Black

TITLE: Chief Operating officer

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

ANITA VOTSMIER
ID #6151460
My Commission Expires
March 30, 2024

March 30, 2024

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

J. CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo

Project Name: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT

TxDOT CSJ: 0921-02-368

LG Project Number: HCRMA 2022-001

Business Entity Submitting Bid: Strike Operating Company, LLC

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number
N/A	N/A

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the Bidder certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

March 4 2022
Date

Jamie Black
Printed Name

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

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K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted at the time of the Bid (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

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

March 2, 2022

Pilar Rodriguez, PE
HCRMA Executive
Director 203 W.
Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount ($398,943.00)

Total DBE Amount (13.7%)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
X-Ray	Braun Intertec	X-Ray	$8,625.00	2
HDD	Arrow Directional Drilling	HDD	$46,736.00	11.7

Sincerely,

Jamie Black
Chief Operating Officer

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

L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Strike Operating Company LLC, as Principal/Contractor, and United States Fire Insurance Company, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled 365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect and in accordance with the terms of such Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to CivCAST, and a hard copy will be provided to the Authority within one (1) business day of submittal of the Bid proposal.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

Signed and Sealed this 2nd day of March, 20 22.

Principal/Contractor:

Strike Operating Company LLC
Business Name

1800 Hughes Landing Blvd., Suite 500
Address

The Woodlands, TX 77380

Witness or Attest:

by: _____
Title CCOE & GC

(Affix Corporate seal here)

Surety:

United States Fire Insurance Company
Business Name

305 Madison Avenue
Address

Morristown NJ 07960

Witness or Attest:

Anne Potter, Witness

by: _____
Title
Francesca Kazmierczak, Attorney-in-Fact

(Attach evidence of
power of attorney)
(Affix Corporate seal here)

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint: **Debra A. Deming; Cynthia Farrell; Valorie I. Spates; Sandra Diaz; Francesca Kazmierczak; Aklima Noorhassan; Frances Rodriguez; Peter Healy; Jennifer L. Jakaitis; Nancy Schnee; Pablo Garcia Horcajo; Anne L. Potter**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars ($125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2021.

UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey}
County of Morris }

On this 11th day of March 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Sonia Scala

Sonia Scala, (Notary Public)

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 2nd day of March 20 22

UNITED STATES FIRE INSURANCE COMPANY

Daniel Sussman

Daniel Sussman, Senior Vice President

*For verification of the authenticity of the Power of Attorney, please contact Pat Taber at 860-956-3424 or email: SuretyInquiries@amyntagroup.com

UNITED STATES FIRE INSURANCE COMPANY

1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2020

ASSETS

Bonds (Amortized Value)	1,271,745,314
Preferred Stocks (Market Value)	12,500,000
Common Stocks (Market Value)	1,367,179,277
Mortgage Loans (Market Value)	129,482,676
Cash, Cash Equivalents, and Short Term Investments	872,418,743
Derivatives	22,295,392
Other Invested Assets	381,854,569
Investment Income Due and Accrued	10,633,412
Premiums and Considerations	361,050,764
Amounts Recoverable from Reinsurers	37,752,224
Funds Held by or Deposited with Reinsured Companies	9,551,031
Current Income Taxes Recoverable	99,753
Net Deferred Tax Asset	189,212,579
Electronic Data Processing Equipment	2,976,676
Receivables from Parent, Subsidiaries and Affiliates	66,045,263
Other Assets	83,625,922
TOTAL ASSETS	$ 4,818,423,595

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred	1,773,113,441
But Not Reported Losses)	96,184,770
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	379,712,166
Loss Adjustment Expenses	10,938,946
Commissions Payable, Contingent Commissions and Other Similar Charges	74,050,735
Other Expenses (Excluding Taxes, Licenses and Fees)	19,112,482
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	711,160,035
Unearned Premiums	10,524,196
Advance Premium	39,739,814
Ceded Reinsurance Premiums Payable	27,831,610
Funds Held by Company under Reinsurance Treaties	111,982,736
Amounts Withheld by Company for Account of Others	1,603,526
Provision for Reinsurance	11,258,344
Payable to Parent, Subsidiaries and Affiliates	32,706,068
Other Liabilities	$ 3,299,918,869
TOTAL LIABILITIES	
	18,780,000
Common Capital Stock	1,657,074,940
Gross Paid In and Contributed Surplus	(157,350,214)
Unassigned Funds (Surplus)	1,518,504,726
Surplus as Regards Policyholders	$ 4,818,423,595
TOTAL LIABILTIIES, SURPLUS & OTHER FUNDS	

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2020, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 8th day of March, 2021.
UNITED STATES FIRE INSURANCE COMPANY

UNITED STATES FIRE INSURANCE COMPANY * DELAWARE *

CRUM & FORSTER
A FAIRFAX COMPANY

TEXAS COMPLAINT NOTICE
AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@ tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____day of_____, 20__, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and Strike Operating Company LLC, a ~~[state] [type of company]~~ Delaware limited liability company or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____Cents ($_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed ("NTP"). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion"certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Withina period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items,if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowedup to an additional sixty (60) calendar days for Final Acceptance.

1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees as adjusted pursuant to the terms therein, to pay the Authority $16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project; provided that, such liquidated damages shall in no event exceed $85,500.

2. Contractor acknowledges that the stated liquidated damages ~~in the amount of $16,500 per Working Day~~ are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.

f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, return receipt requested addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, return receipt requested addressed to: Strike Operating Company LLC, Attn: General Counsel 1900 Hughes Landing Blvd, Suite 500, The Woodlands, TX 77380 or at such other address as said Contractor may otherwise designate in writing.

h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.

i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:

1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
    i. before the effective date of this Agreement; or
    ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
3. adhere to all civil and criminal laws related to business;
4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately

address:

i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;

ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or

iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:

1. the law; or

2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.

j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.

k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.

l. This Contract and performance and payment hereunder is subject to State Auditor review.

m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.

n. Contractor agrees that anytime the Authority is an "indemnitee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnitee" or "additional insured."

o. Contractor makes the following representations:

1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.

2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation

of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.

4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.

5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.

p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:

1. Change orders, Contract amendments, Contract supplements;
2. This Contract Agreement;
3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
4. Plans and Specifications;
5. Governing Specifications as modified by any Special Provisions; and
6. Contract Bonds.

q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for as a result of contractor's negligence

loss and control of certain elements after Final Acceptance.

r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.

s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.

to the extent such claim arises out of contractor's negligence,

t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action

that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].

v. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR, AND EACH PARTY SHALL RELEASE THE OTHER PARTY FROM, ANY CLAIMS, DEMANDS, LOSSES, LIABILITY FOR PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUSINESS INTERRUPTIONS, LOSS OF PROFIT, LOSS OF REVENUES, AND PRODUCTION LOSS, HOWEVER CAUSED.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the_____day of_____, 2021 by_____as Chairman of the Hidalgo County Regional Mobility Authority.

(Personalized Seal)

_____

Notary Public's Signature

Attested By:

_____

Pilar Rodriguez, P.E.
HCRMA Executive Director

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

EVIDENCE OF CORPORATE AUTHORITY

I, Jamie Black, hereby certify that I am ~~Secretary~~ Chief Operating Officer of Stake Operating Company, LLC [Corporation] existing under the laws of the State of Texas, and that the following resolution was adopted at a meeting of the Board of Directors of the said [Corporation] duly called and held on the day of 4 March 20 22, and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that Stake Operating Company, LLC is a ~~corporation~~ Limited Liability Company duly organized and in good standing in the State of its creation, and is fully authorized to do business in the State of Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said Corporation on this the 4 day of March, 20 22.

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of (name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said corporation.

(Personalized Seal)

Notary Public's Signature

ANITA VOTSMIER
ID #3151460
My Commission Expires
March 30, 2024

THIS PAGE INTENTIONALLY LEFT BLANK

N. PERFORMANCE BOND

post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____), lawful money of the United States, well and truly to be paid to Authority, and for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to _____ (hereinafter referred to as the "Contract"), attached hereto, and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and Contract documents as provided in said Contract, and shall fully indemnify and save harmless the Authority from all costs and damage which the Authority may suffer by reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority all outlay and expense which the Authority may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. post award

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
Principal	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____ _____

Phone Number SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

****

I,_____, having executed Bonds

SIGNATURE

for_____do hereby affirm I have

NAME OF SURETY

verified that said Surety is now certified with authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.

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O.PAYMENT BOND post award.

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of_____

County of_____, and State of_____, as Principal

(hereinafter referred to as the "Principal"), and _____

authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

_____Dollars

($_____) lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of_____, 20_____, to

_____

_____(hereinafter referred to as the "Contract"), which said Contract and the Contract documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein., and whereas, under the law, said Principal is required before commencing the work provided for in said Contract to execute a bond in the amount of said Contract solely for the protection of claimants, as defined by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said Contract supplying labor and materials, as defined by law, in the prosecution of the work provided for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs, successors, executors, and administrators, or a subcontractor in the prosecution of the work provided for in said Contract and all duly authorized changes to said Contract that may hereafter

be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work performed there under, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____
Phone Number

_____
SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**

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HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA BID #2022-001 FOR
8" LONESTAR PIPELINE
RELOCATION MAINTENANCE

P. WARRANTY BOND post award

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the_____,
a_____, as "Principal" and_____, as "Surety" or as "Co-Sureties", authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County Regional Mobility Authority, dated the_____day of_____, 2021 (hereinafter referred to as the "Contract"), which said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly and faithfully perform all of its warranty obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety's obligations under this Bond shall include the Principal's obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.

3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.

4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:

   a) arrange for Principal to perform and complete the warranty obligations of this Agreement;

   b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

   c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or

   d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount its determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied

liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
    a) the responsibilities of the Principal for correction of defective work; and
    b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
    c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20_____.

_____	_____
PRINCIPAL	Surety
_____	_____
Signature	Signature
_____	_____
Name & Title	Name & Title
_____	_____
Address	Address
_____	_____
(_____)_____	(_____)_____
Phone Number	Phone Number

The name and address of the Resident Agency of Surety is:

_____

_____

(_____)_____	_____
Phone Number	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Article 21.09 of the Insurance Code)

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

Q.RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1. 1	J. Weingrad	February 21, 2022
2. 2	J. Weingrad	February 21, 2022
3. 2-Corrected	J. Weingrad	February 21, 2022
4. 3	J. Weingrad	February 28, 2022
5.		
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.

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EXHIBIT B

CONTRACT AGREEMENT BETWEEEN LONESTAR PIPIELINE and HCRMA

UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement (the "**Agreement**") by and between the Hidalgo County Regional Mobility Authority ("**HCRMA**") and Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline Company LLC) ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **HCRMA**.

WHEREAS, the **HCRMA** has deemed it necessary to make certain highway improvements as designated by the **HCRMA** and approved by the Texas Department of Transportation within the limits of the highway as indicated on Exhibit A, attached hereto;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: *relocation and construction of approximately 900' of 8" high-pressure gas line crossing at baseline Sta. 818+10 currently in conflict*; and more specifically shown in **Project's** Plans provide in Exhibit B (the "**Project**") attached hereto;

WHEREAS, such adjustment, removal, and/or relocation of certain facilities of Utility involves the relocation of a regulated natural gas transmission pipeline that must be executed pursuant to current state and federal regulations and guidelines, as well as in accordance with the Utility's current operations and maintenance manual and its associated 49 CFR Part 192 plans and procedures;

WHEREAS, the **HCRMA** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for HCRMA and/or federal and/or state participation; and

WHEREAS, the **HCRMA,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle Utility to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above and attached as Exhibit B;

NOW, THEREFORE, BE IT AGREED:

1. The Utility hereby agrees to the Project, including the adjustments and/or relocation of Utility's facilities in accordance with the terms of this Agreement.

2. All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the Utility's facilities, the development and reimbursement of costs, any environmental and permitting requirements, and retention of records will be in accordance with all applicable federal and state laws, rules, and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, the Texas Railroad Commission and DOT/PHMSA 49 CFR Part 192 regulations and requirements, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B (the "**Applicable Laws, Rules and Regulations**").

3. Pursuant to the Project Management Agreement (attached hereto as Exhibit D), the HCRMA will design and construct the Project on behalf of the Utility; provided that the Utility, as the owner, shall approve the design, and oversee construction and accept the Project in accordance with such

design. Utility shall issue a notice to proceed with construction only after it provides certification of design compliance within all Applicable Laws, Rules and Regulations. Project acceptance shall be confirmation that the Project is in compliance with the Applicable Laws, Rules and Regulations.

4. With written agreement by the parties, Utility may retain certain consultants (the "**Utility's Consultants**") to serve as owner's representatives for purposes of Section 3 above. The parties shall agree to Utility's Consultant's eligible costs in advance of Utility issuing any work authorization to the Utility's Consultants. HCRMA recognizes that work may not commence until such authorization and agreements are in place. Work authorizations for Utility's Consultants shall be signed by Utility with a copy to HCRMA. Invoices for authorized work shall be submitted by consultant to Utility for approval. Approved invoices shall be forwarded to the HCRMA for payment in accordance with the approved costs at not less than monthly intervals. Invoiced amounts which are not pre-approved costs will not be paid by the HCRMA.

5. Utility and Utility's Consultants shall participate in Utility Coordination Meetings at the HCRMA office located at 203 W. Newcome Ave., Pharr, Texas 78577 or other locations (including virtual meetings and teleconferences) mutually agreed by the parties.

6. The parties agree to the Project Schedule, including the stated completion date, provided in Exhibit C. The completion date may be extended as required by the HCRMA.

7. In the event it is determined by the parties that a substantial change from the designated Project is required, HCRMA and Utility shall promptly coordinate the necessary revisions and any amendments required to this Agreement.

8. This Agreement is subject to cancellation by written notice from the HCRMA at any time up to the date construction begins. The HCRMA agrees to pay pre-approved costs incurred by the Utility up to the time of cancellation. A notice of cancellation shall constitute a stop work notice to Utility's Consultants after which reasonable documented demobilization costs and other eligible costs incurred prior to termination shall be submitted for prompt payment.

9. The HCRMA auditor, the Texas Department of Transportation ("**TxDOT**"), and/or the State Auditor may conduct an audit or investigation of any entity receiving funds from the HCRMA directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA auditor, under the direction of the HCRMA Executive Director, TxDOT, and/or State Auditor to conduct an audit or investigation in connection with those funds. Utility agrees that Utility and any of its Utility's Consultants will provide the HCRMA Auditor, TxDOT, and/or State Auditor with reasonable access during regular business hours to any information reasonably relevant to the investigation or audit.

10. Utility represents and warrants that it owns the Utility facilities designated for relocation, as provided in Exhibit G under this Agreement and that to its knowledge, there are no material contracts, judgements, liens, or other existing obligations requiring notice of this Agreement.

11. As provided in Exhibit H, the Utility has and shall maintain the insurance on its facilities for the duration of this Agreement and agrees to name the HCRMA as an additional insured for the term of this Agreement and the Project Management Agreement. The Authority shall require its consultants, contractors or subcontractors to carry and provide certificates of insurance naming the Authority and the Utility Indemnities as additional insureds as set forth in Addendum A to the Utility Relocation Agreement (the "**COIs**"). Such COIs shall be provided both to the Authority and to the Utility prior to the commencement of work.

12. Exhibits to this Agreement are included in their entirety as a part of this Agreement:

    Exhibit A: 365 Tollway Limits
    Exhibit B: Statement of Work (Relocation Project Plan)
    Exhibit C: Project Schedule, including Stated Completion Date
    Exhibit D: Project Management Agreement
    Exhibit E: Utility Joint Use Agreement – ROW- U-JUA
    Exhibit F: Eligibility Ratio
    Exhibit G: Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C
    Exhibit H: Certificate of Insurance

13. In executing this Agreement, the Utility does not waive any of the rights which the Utility may have within the limits of the law. In executing this Agreement, the HCRMA does not waive any of the rights which the HCRMA, as a political subdivision, may have within the limits of the law.

[signatures to follow]

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Lonestar Pipeline Company, LLC
Name of Utility

By: William Lee Davis
Authorized Signature

William Lee Davis
Print or Type Name

Title: CEO

Date: 7/9/2021

HCRMA

Hidalgo County Regional Mobility Authority

By:
Authorized Signature

Pilar Rodriguez
Print or Type Name

Title: Executive Director

Date: 7/27/2021

EXHIBIT A

365 TOLLWAY PROJECT DESCRIPTION

Project Description:

The 365 Tollway Project (within the limits of Segments 1 and 2 of the SH 365 project) includes the construction of a controlled access toll facility from FM 396 (Anzalduas Highway) and extending east and south to US 281, a distance of approximately 12.2 miles.

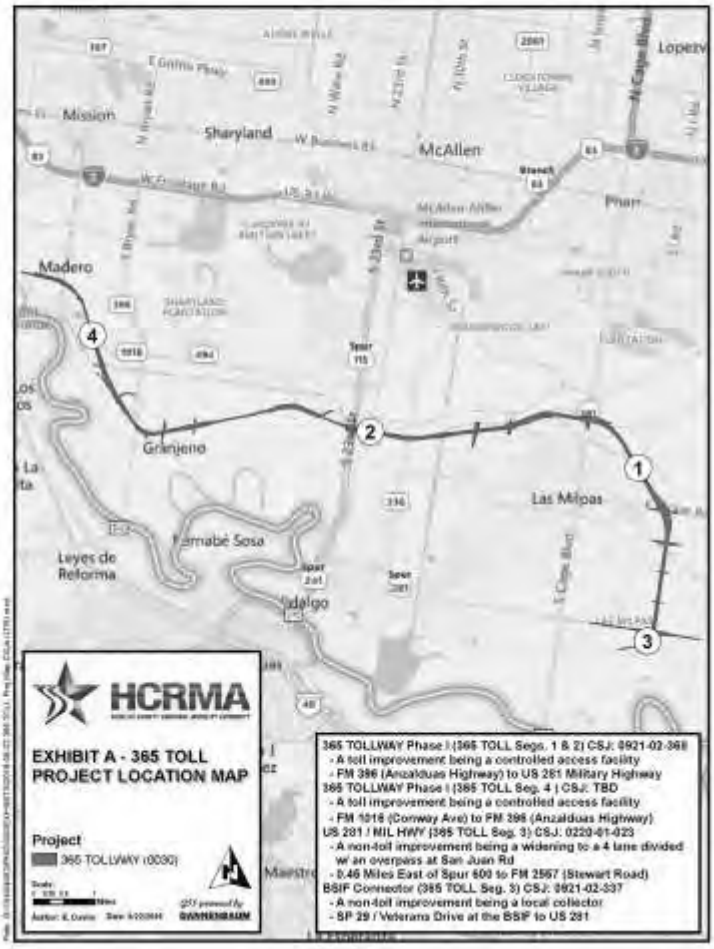


EXHIBIT B

STATEMENT OF WORK
(RELOCATION PROJECT PLANS)

SERVICES TO BE PROVIDED BY THE ENGINEER

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will cover surveying, engineering, environmental analysis, geotechnical analysis, project/construction management phase services during the length of this Project from design phase to construction phase. This proposal excludes construction phase services and will be submitted via separate proposal agreement. In addi on, this proposal will cover additional effort associated with any further encroachment evaluations needed to review any changes to the Project as provided by HCRMA.

The **CONSULTANT** will provide the following:

1. **SURVEY PHASE SERVICES:**

A. SURVEY (BOUNDARY & EASEMENT PLATS)

- Boundary site survey to establish existing easement and temporary easement for work space. Each property owner will require easement plat illustrating the existing easement and the temporary work space easement for use during construction. [Assumed. 4 days of Field Boundary Survey: 9 easement plats based on potentially 9 different property owners where the easement traverses].

B. SURVEY (DESIGN, CONSTRUCTION, & AS-BUILT)

- Planimetric/Topo survey, to include one-call needed to have the pipeline Operators field verify via flagging and probing their associated pipeline. It is our understanding that there are other pipelines and utilities within the vicinity of this Project. Survey will not be responsible for probing and or sweeping work area for utility locations, but can be provided as an additional service. One calls will be performed accordingly. [Assumed 4 days of Planimetric Survey].

- Upon NTP for Construction, we will coordinate with the Contractor on Construction staking of the pipeline easement, additional temporary workspace limits, pipeline alignment, and limits of the HDD entry/exit area. [Assumed 2 days of Construction Staking].

- During construction, an as-built survey will be initiated and the plan & profile as-built will be prepared for submittal. This survey process will require onsite survey crew to field survey circumferential welds and pull-back of pipeline; in addition, survey crew will survey cold cut piece and tie-in locations. This scope can be clarified further upon coordination with Lonestar per their specifications. [Assumed 6 days of As-Built, contingent on the construction contractor's progress].

2. **ENGINEERING DESIGN PHASE SERVICES & PROJECT MANAGEMENT:**

A. HDD PIPELINE RELOCATION

- Design plan & profile HDD limits and associated appurtenances; and, submit IFR plans.
- Preparation of civil plan and profile drawing to include associate specifications, associated bill of materials, identification of work areas, and reference to associated industry and/or Lonestar/CAMS standards.

B. ASSIST LONESTAR IN THEIR PREPARATION OF THE BID PACKAGE; TO INCLUDE, SUBMITTAL OF IFB DRAWINGS.

- Participation in bid meeting and addressing technical design questions.

C. ASSIST LONESTAR IN THEIR PREPARATION OF THE CONSTRUCTION PACKAGE; TO INCLUDE, SUBMITTAL OF IFC DRAWINGS.

- Participation in preconstruction meeting and addressing technical design questions.

D. BID PACKAGE AND CONSTRUCTION MANAGEMENT

- On behalf of Lonestar, CAMS will be preparing the complete bid package and construction package, except SOGS will be providing the HDD design drawings and bill of materials per CAMS review and comments. Refer to the attached proposal from CAMS dated June 9, 2021.

E. GEOTECHNICAL ANALYSIS & REPORT:

- Refer to attached estimate from Tolunay-Wong Engineers, Inc dated May 14, 2021.

F. ENVIRONMENTAL ANALYSIS & REPORT:

- Refer to attached estimate from Landhawk Consulting, LLC dated June 8, 2021.

F. BID PACKAGE, CONSTRUCTION PACKAGE, & CONSTRUCTION

- Refer to attached estimate from CAMS dated June 9, 2021 with detailed task.

EXHIBIT B, continued

EXHIBIT C

PROJECT SCHEDULE
(AND STATED COMPLETION DATE)

DELIVERABLE	DURATION
Initial Coordination Meeting	2 weeks after NTP [July 13, 2021]
Survey Phase Services	20 days [August 13, 2021]
Engineering Design Phase	60 days after NTP [Sept. 10, 2021]
Construction Management / Inspection	TBD
Final Report Delivery	TBD
As Build Plan Submittal	TBD

EXHIBIT D

PROJECT MANAGEMENT AGREEMENT

ADDENDUM A
TO THE UTILITY RELOCATION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROJECT MANAGEMENT AGREEMENT
FOR THE RELOCATION OF A PUBLIC UTILITY FACILITY
BY AND BETWEEN
LONESTAR PIPELINE COMPANY, LLC AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS PROJECT MANAGEMENT AGREEMENT FOR THE RELOCATION OF A PUBLIC UTILITY FACILITY (the "**Agreement**") is made and entered into effective as of the _____ day of July, 2021, by and between **LONESTAR PIPELINE COMPANY, LLC** (d/b/a Rio Grande Intrastate Pipeline Company LLC), a limited liability company and a public utility in the State of Texas (the "**Utility**") and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas (the "**Authority**") operating pursuant to Chapter 370, Texas Transportation Code (the "**Act**"), each situated in Hidalgo County, Texas.

The initial addresses of each of the parties for legal notice purposes, which either party may change by given written notice to the other, are as follows:

AUTHORITY
Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director
Email: prodriguez@hcrma.net

UTILITY
Lonestar Pipeline Company, LLC
c/o Kindle Energy LLC
500 Alexander Park Drive, Suite 300
Princeton, NJ 08540
Email: beth.quirk.hendry@kindle-energy.com

With a copy to:
Lonestar Pipeline Company, LLC
c/o Frontera Energy Center
900 S. Goodwin Road
Mission, TX 78572
Attn: Victor Gutierrez, Plant Manager
Email: victor.gutierrez@lonestargen.com

And a copy to:
CAMS Midstream Services, Inc.
910 Louisiana Street, Suite 2400
Houston, TX 77002-5418
Attn: Colin Harper
Email: charper@camstex.com

WHEREAS, the Utility is the owner of a "public utility facility" as described in Section 370.003(10) of the Act (the "**Facility**");

WHEREAS, Section 370.033 of the Act provides that the Authority may "install, construct, or contract for the construction of public utility facilities, direct the time and manner of construction of a public utility facility in, on, along, over, or under a transportation project, or request the removal or relocation of a public utility facility in, on, along, over, or under a transportation project;"

WHEREAS, pursuant to Section 370.170 of the Act, the Authority has determined that the Facility must be relocated to accommodate an Authority project, and the Authority and the Utility have entered into a Utility Relocation Agreement;

WHEREAS, this Agreement further addresses the responsibilities of the parties with regard to the relocation of the Facility;

1. **Utility Responsibilities.**

   A. The Utility owns the Facility and the easement where the Facility is located, before and after the relocation.

   B. The Utility will provide any required permitting for the relocation subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   C. The Utility will approve the relocation plans prior to issuing a notice to proceed to the Authority for the relocation of the Facility subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   D. The Utility will review and accept the work relocating of the Facility prior to the Authority's final payment under any related contracts subject to the Authority funding the costs for same as provided for in the Utility Relocation Agreement.

   E. The Utility has and will maintain insurance providing full coverage of the Facility, including general liability, professional liability, pollution, commercial auto, inland marine, and workers' compensation, which

coverage shall include the relocation and the resulting joint use agreement. To the extent the Utility engages consultants to perform the responsibilities described hereunder, such consultants shall maintain insurance as described in Section 2.F. and shall name the Authority as an additional insured.

F. The Utility shall operate the Facility in compliance with local, state, and federal laws and regulations.

G. Utility shall defend, indemnify, and hold harmless the Authority, including the Authority's employees, officers, directors, contractors, consultants and subcontractors, successors and assigns (the "**HCRMA Indemnities**") from and against loss, injury, death, damage, liability, claims, actions, costs, expenses, fines, or penalties, including reasonable attorneys' fees and expert witness fees (collectively "Losses") arising out of or related to: (i) the failure of the Utility or its designated consultants to meet any applicable regulatory or governmental laws, rules, guidelines and requirements for the construction of a regulated natural gas transmission pipeline, including but not limited to those codes and regulations pertaining to health and safety as well as other applicable laws; (ii) any damage to the existing facilities within the Authority's right of way caused or contributed by the Utility's conduct or the conduct of its consultants; or (iii) the willful negligence, fraud, or willful misconduct of the Utility or its subcontractors. Utility makes no warranties or representations regarding the existence or location of utilities currently within Authority's right of way. Utility agrees to defend, indemnify, and hold harmless the HCRMA Indemnitees and Texas Department of Transportation for any damage to existing facilities within the Utility's right of way caused or contributed by the Utility's conduct or the conduct of its consultants. Furthermore the Utility shall require its consultants to defend, indemnify, and hold harmless the HCRMA Indemnities and the Texas Department of Transportation for any damage to existing facilities within the Utility's right of way caused by the Utility's consultants' conduct. If the Utility's consultants cannot directly defend, indemnify, or hold harmless the HCRMA Indemnities and the Texas Department of Transportation, the Utility shall pass through to the Authority, without any setoff or reduction, any indemnification received from its consultants for losses arising out of or related to the easement, the existing facilities, or the relocation project.

2. Authority Responsibilities.

A. The Authority owns the right-of-way where the easement for the Facility is located.

B. The Authority agrees to contract on behalf of the Utility and fund costs of the relocation of the Facility as provided for in the Utility Relocation Agreement, including but not limited to the preparation of relocation plans,

permitting, and relocation and review/final acceptance of the work.

C. The Authority will adhere to the Texas Department of Transportation Utility Relocation Manual and any other applicable laws, under the direction of the Utility's consultants, in undertaking the relocation of the Facility. The Authority will also adhere to applicable state and federal guidelines and requirements for relocating natural gas transmission facilities, including but not limited to the guidelines and requirements of the Texas Railroad Commission and DOT/PHMSA.

D. Upon receipt of a written notice to proceed by the Utility, the Authority shall begin performing the relocation.

E. To the extent permitted by law, the Authority shall defend, indemnify, and hold harmless the direct or indirect parent companies, their subsidiaries, affiliates, agents, successors or assigns and their respective employees, officers, directors and shareholders (the "**Utility Indemnities**") from and against Losses arising out of or related to: (i) any damage to the existing facilities within the Utility's right of way caused by the Authority; or (ii) the willful negligence, fraud, or willful misconduct of the Authority. To the extent permitted by law, the Authority shall defend, indemnify and hold harmless the Utility Indemnities for any damage to existing facilities within the Utility's right of way caused or contributed by the Authority's conduct. Furthermore, the Authority shall require its consultants, contractors or subcontractors to defend, indemnify and hold harmless the Authority and the Utility Indemnities for any damage to existing facilities within the Utility's right of way caused or contributed by the Authority's consultants', contractors' or subcontractors' conduct. If the Authority's consultants, contractors or subcontractors cannot directly defend, indemnify or hold harmless the Utility Indemnities, to the extent permitted by law the Authority shall pass through to the Utility without any setoff or reduction any indemnification received from its consultants, contractors or subcontractors for Losses arising out of or related to the relocation project.

F. Authority undertakes its responsibilities as established in this Agreement as an independent contractor and will subcontract the relocation work. All Authority consultants, contractors or subcontractors shall carry and provide certificates of insurance, naming the Authority and the Utility Indemnities as additional insured for both ongoing and completed operations (except with regard to workers' compensation and employer's liability) and demonstrating the required levels of coverage, at a minimum:

i. worker's compensation coverage as required by law, including USL&H and FELA if applicable, and covering employees, including temporary, leased and casual workers, and employer's liability insurance with a limit of $1,000,000;

ii. commercial general liability insurance with a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate and include coverage for contractual liability, broad form property damage, independent contractors, premises and operations, products and completed operations, mobile equipment, and containing no exclusions for explosion, collapse, or underground, lifting, rigging, or operations within 50 feet of a railroad;
iii. business automobile insurance with a combined single limit of $1,000,000 per accident;
iv. contractor's pollution liability coverage, to the extent an exposure exists, with a $1,000,000 per occurrence limit covering Authority's and its designated subcontractors' legal liability for pollution claims arising out of Authority's and its designated subcontractors' operations;
v. marine liability coverage, to the extent an exposure exists as part of the services being performed pursuant to this agreement, with limits, terms, and conditions appropriate to cover the exposure; and
vi. excess or umbrella liability coverage with a limit of $5,000,000 per occurrence and $5,000,000 in the aggregate that will respond excess of the underlying required general liability, auto liability and employers' liability policies (and contractor's pollution liability or marine liability if applicable).
vii. If providing engineering or design services, designated subcontractors shall maintain professional liability insurance with a limit of $1,000,000 to cover its designated subcontractors' errors, omissions, or negligent acts related to the professional services being provided under the agreement, which may be on a claims-made insurance form.

Insurance is to be maintained on an occurrence basis, be placed with insurers rated "A- VII" or better by A.M. Best's rating service, and contain a separation of insured clause. Before beginning work, the Authority shall furnish Utility with insurance certificates evidencing its designated contractors and subcontractors have complied with the foregoing insurance requirements.

3. Term and Termination.

This Agreement shall terminate upon the completion of the relocation of the Facility as provided for in the Utility Relocation Agreement except with respect to the parties' obligations to carry applicable insurance and to defend, indemnify and hold harmless which shall survive through the applicable statutes of limitations.

4. **Miscellaneous.**

A. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the Utility or the Authority to perform any act contrary to law; and, whenever there is any conflict between any provision of this

Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists; notwithstanding the foregoing, any modification of provisions shall preserve the intent and bargain of the parties evidenced in this Agreement to the extent legally permissible.

B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto with regard to the relocation of the Facility and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Utility and the Authority, and not otherwise.

D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by recognized overnight courier (FedEx, UPS), or by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth above, or at such other addresses as may have been theretofore specified by written notice delivered in accordance with the notice provisions above. The parties encourage the use of email to send courtesy copies of correspondence; however, such emails shall not be deemed official notice unless the receiving party acknowledges in writing its receipt of the email correspondence and agrees to accept such email as official notice under this Section E.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given

for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

H. **Assignment.** This Agreement shall not be assignable by either party, without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or denied.

I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

K. **Authority to Execute.** The execution and performance of this Agreement by the Utility and the Authority have been duly authorized by all necessary laws, resolutions, or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Utility and the Authority in accordance with its terms.

L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

M. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation following an initial attempt by management of both parties to first resolve the dispute through informal discussions. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

UTILITY
LONESTAR PIPELINE COMPANY, LLC

By: William Lee Davis

Name: William Lee Davis

Title: CEO

AUTHORITY
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: 7/27/2021
Pilar Rodriguez, Executive Director

EXHIBIT E

UTILITY JOINT USE AGREEMENT – ROW- U-JUA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

UTILITY JOINT USE AGREEMENT

WHEREAS, the Hidalgo County Regional Mobility Authority (the "HCRMA") proposes to make certain highway improvements as part of the 365 Tollway Project; and

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline Company LLC) ("Utility") as indicated in the following statement of work: *relocation and construction of approximately 900' of 8" high-pressure gas line crossing at baseline Sta. 818+10 currently in conflict*; and

WHEREAS, the Utility proposes to retain title to any property rights it may have on, along, or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto;

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

Section 1. It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify HCRMA at least thirty (30) days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify HCRMA promptly. If such alteration, modification, or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, HCRMA and/or the Texas Department of Transportation ("TxDOT") shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway.

Section 2. If Utility's facilities are located along a controlled access highway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the HCRMA or TxDOT to the Utility setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the HCRMA is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of highway

traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Section 3. If Utility's facilities are located along a non-controlled access highway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Section 4. Participation in actual costs incurred by the Utility for any future adjustment, removal, or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Section 5. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the HCRMA makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Section 6. The Utility and the HCRMA, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

Section 7. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Lonestar Pipeline Company, LLC

By: William Lee Davis

Name: William Lee Davis

Title: CEO

HCRMA

Hidalgo County Regional Mobility Authority

By: P P

Name: Pilar Rodriguez

Title: Executive Director

EXHIBIT F

ELIGIBILITY RATIO

HCRMA has determined its responsibility is 100% of the costs of the Project.

EXHIBIT G

PROOF OF PROPERTY INTEREST – ROW-U-1A, ROW-U-1B, OR ROW-U-1C

FORM S-17

R/W NO.	T-63
MAP NO.	
W. O. NO.	4516
CHK.	376-41
RODS	26

19448

STATE OF TEXAS,
County of HIDALGO } ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of TWENTY-SIX AND NO/100 - - - - - - - - - - - - - - - - - -
($ 26.00) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of HIDALGO, State of Texas, described as follows:

That part of Lot 6 Block 5 Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75 acres

T-63

more fully described in deed from Emma B. Hammond to L. M. Berry recorded in Volume 539, Page 118, Deed Records of said County, to which reference is here made for further description.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to _____, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No tenant until _____ 19____.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 23rd day of November, 1956.

WITNESSES:

L. M. Berry
L. M. Berry (A single man)

STATE OF TEXAS }
County of Hidalgo }

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Berry & Angie Mae, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this 23 day of November, 1956

My Commission expires: June 1st 1957

D. L. Dorsey
Notary Public in and for
Hidalgo County, Texas.

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 5th day of Dec. A. D. 1956 at 11:32 o'clock A. M., and duly recorded the 7th day of Dec. A. D. 1956 at 1:12 o'clock P. M., in Vol. 876 Page 209-210 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 7th day of December A. D. 1956.

By D. Gordon Deputy

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Times Pubco 11-55—10M—20894

Check 387 #7, 25

County of }

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this _____ day of _____, 19____

My Commission expires:

Notary Public in and for
_____ County, Texas.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This _____ day of _____, 19____

Witness _____

Tenant

19448 11/23/56

RIGHT OF WAY GRANT

FROM

TO L. M. Berry

TEXAS EASTERN TRANSMISSION CORPORATION
P. O. Box 1612
Shreveport, Louisiana

FILED FOR RECORD THIS DATE
At 11:32 o'clock A. M.
STATE OF TEXAS
County of DEC 5 1956
GEO. L. ANDERSON
County Clerk, Hidalgo County, Texas
By _____ Deputy
This instrument was duly recorded on the _____ day of _____ 19____
in _____ at page _____ of Vol. _____
of the _____ Records of said County.

12:15 P.M.
Clerk of the County Court
for _____ County, Texas
By _____ Deputy.

PROOF READ

R/W No. T-63
Map No.
W.O.No. 4516
Check 376-42
Rods 26

ADVANCE DAMAGE RECEIPT

Received of the Texas Eastern Transmission Corporation,

Three Hundred Seventy Four & No/100 ($374.00) Dollars in full payment and settlement for all damages of every kind and character done or to be done to me in the construction of a pipe line across the following described land in Hidalgo, County, Texas:

That part of Lot 6 Block 5 Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75 acres.

and this shall be deemed to be and is a complete discharge and satisfaction of the obligation of said company to pay the damages which may be occasioned by the construction of said line and of the promise to pay such damages contained in the right-of-way grant this day executed by the undersigned to said company; said right-of-way grant and this instrument being executed simultaneously.

Dated this 23rd day of November, 1956.

L. M. Berry

L. M. Berry

Witness:

FORM 5-15

TEXAS E[ASTE]RN TRANSMISSION COR[P]ORATION

INVESTIGATION AND REPORT OF DAMAGE

R/W NO T-6[3]
MAP NO
WO NO 4516
RODS 26

ER L. M. Berry ADDRESS

TENANT No Tenant ADDRESS

TENANT ADDRESS

DESCRIPTION That part of Lot 6, Block 5, Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 and 63 lying West of and exclusive of County Highways, containing 17.75, recorded in Volume 539, Page 118, Deed Records.

COUNTY Hidalgo STATE Texas

ADVANCE CONSTRUCTION DAMAGE Chk. No. 376 42 - $374.00 - 11-23-56

TILE APPROVED CLEAN UP APPROVED FENCE TIMBER ANIMALS

SPECIAL PROVISIONS

FIGURES BELOW TO SHOW TOTAL DAMAGE TO OWNER, TENANT, AND CONTRACTOR

DETAIL OF DAMAGE - BY J. A. Blanchet R/W AGENT

	TOTAL	AMOUNT PAID OWNER	AMOUNT PAID TENANT	AMOUNT PAID TENANT	CHARGE CONTRACT
TOTAL					X
		CHECK NO.	CHECK NO.	CHECK NO.	
		BY	BY	BY	

all damage Paid
Clearance OK

CALL BY
DATE

R/W NO T-63
MAP NO
WO NO 4516
RODS 26

CAUSE OF DAMAGE Constructi of the 8" Tabasco Field Latera ine.

AREA COVERED IF BREAK

TREES TIMBER ANIMALS

M P NO NO NAME OF PERSON REPAIRING BREAK

	OWNER	R/W AGENT	TENANT	R/W AGENT
ESTIMATE OF DAMAGE	$	$	$	$
OFFER TO SETTLE	$	$	$	$
FINAL SETTLEMENT	$	$	$	$

ARBITRATION PROPOSED

NAME OF ARBITRATORS

INTERVIEW WITH WHOM

RIGHT-OF-WAY AGENT WITH CONSTRUCTION USE SPACE BELOW ONLY

This is a Work Sheet; Do Not Type

WHAT ARRANGEMENT DID YOU MAKE TO KEEP ANIMALS IN LOT AND FEED THEM? INDICATE LENGTH OF EACH CROP IN RODS

26 rd. x 50' = 49 ac. No Crop (Pinwood Field)

Paul Tungate

R/W AGENT WITH CONSTRUCTION SIGN HERE WHEN

T-62

INVESTIGATION AND REPORT OF CLEAN-UP

McAllen (CITY) Texas (STATE) 4/5/57 (DATE)

TEXAS EASTERN TRANSMISSION CORPORATION

Gentlemen:

I have inspected the work done by clean-up crews across property located in Hidalgo County, State of Texas owned by L. M. Berry which was caused by the construction of your pipeline(s) across said premises. Said clean-up is satisfactory to me.

J. A. Shumlick
WITNESS

J. F. McKinley B & R.
(OWNER) (TENANT) (OWNER-REPRESENTATIVE)
CANCEL TWO

Texas Eastern Transmission Corporation
A Duke Energy Company

4227 Decker Drive
P.O. Box 426
Baytown, TX 77520

RECEIVED
MAR 11 1998
R/W & LAND DEPT

March 10, 1998

Mr. Jimmy Pawlik
P. O. Box 4467
McAllen, TX 78502

Re: Letter of Agreement
Proposed 15" PVC Irrigation Line, TETCO's 8" Line 16-A, M.P. 13.46, Tract 65, Hidalgo Co., TX

PIF

Dear Mr. Pawlik:

We have received your request to install a 15" PVC irrigation line above TETCO's pipeline at the referenced location. As you know, TETCO operates and maintains one (1) 8" high pressure natural gas pipeline across this location. TETCO requests that you install the water line below TETCO's pipeline as a precaution for the protection of both parties' facilities.

As an alternative you may install the irrigation line above TETCO's pipeline, however, you shall hold TETCO harmless for any damage or repairs to the irrigation line as a result of any future operation and maintenance activities by TETCO. Furthermore, you shall be responsible for any damage to TETCO's pipeline as a result of any future maintenance activities conducted on the irrigation line.

In the event future maintenance is required on TETCO's pipeline, TETCO shall notify you prior to initiating any work in the vicinity of the irrigation line. TETCO shall exercise extreme caution when working in and around the irrigation line. TETCO will request that you locate the irrigation line and adequately support it during excavation activities by TETCO.

TETCO requires that you adhere to the following requirements for the pipeline crossing as shown in the attached Transmission Guideline, " Requirements for Construction Near Texas Eastern Pipelines."

1.) The irrigation line shall be installed with a minimum clearance of 12" (if possible) between TETCO's pipeline.

2.) No mechanical excavation shall be conducted within one (1) foot of TETCO's pipeline.

3.) No reduction of grade across TETCO's easement will be permitted.

4.) The irrigation line shall be marked with an aboveground identification sign at the point of crossing, if possible.

T-65

5.) Metallic identification tape shall be installed above the irrigation line across the entire width of TETCO's pipeline easement. It shall be positioned above the irrigation line approximately 24" below the top of the ground.

6.) Mr. Lupe Reyes shall be contacted at (956) 383-2303 a minimum of three (3) working days prior to the commencement of any excavation activities around TETCO's pipeline.

Please note this letter of agreement must be fully executed prior to the commencement of the crossing. Please indicate your approval and acceptance of these requirements by your signature execution below and return the original to the undersigned.

If you have any questions, please call me at (281) 424-6838.

Sincerely,

Jeff Sauls for

T. P. Rittenhour

TPR/JGS

Attachment

JIMMY PAWLIK

_____ _____

Signature Date

cc: R. J. Clair
J. D. Haynes
R. E. Monheiser
L. J. Reyes
L. E. Shed
Tract File

FORM 5-17

1956

R/W NO.	T-65
MAP NO.	
W. O. NO.	4516
CRE.	375 23
RODS	121

STATE OF TEXAS,
County of HIDALGO } ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of ONE HUNDRED TWENTY-ONE AND NO/100 - - - - - - - - - -
($ 121.00) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of HIDALGO, State of Texas, described as follows:

Lot 4 Block 6, Except Northwest 4 acres thereof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63

P. T. The undersigned Grantor hereby declares the above described property does not constitute any part of his homestead.

more fully described in deed from Sarah E. Ferry
to J. D. Pawlik recorded in Volume 730, Page 206-8
Deed Records of said County, to which reference is here made for further description.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to _____, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No Tenant until _____ 19__.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 26th day of Nov. 19 56

WITNESSES:

Paul Tungate

J. D. Pawlik

Paul Tungate By _____ Deputy

FILED
HIDALGO COUNTY, TEXAS
1956
GEO. H. NOLAN, County Clerk

STATE OF TEXAS,
County of Hidalgo }

BEFORE ME, the undersigned authority, on this day personally appeared J. D. Pavlick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office, this 26th day of Nov 1956

My Commission expires:
June 1- 1957

Notary Public in and for
Hidalgo. County, Texas.

P. S. BROWN
Notary Public, Hidalgo County, Texas

STATE OF TEXAS,
County of }

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, GEORGE L. ANDERSON, Clerk, County Court, Hidalgo County, Texas, do hereby certify that the above and foregoing instrument, with its certificates of authentication, was filed for record in my office the 10th day of Dec. A. D. 195 6 at 9 12 o'clock A M., and duly recorded the 12th day of Dec. A. D. 195 6 at 3 40 o'clock P M., in Vol 876 Page 453-454 of the Deed Records of Hidalgo County, Texas.

To Certify Which, Witness my hand and the seal of said Court at office in Edinburg, this 12th day of December A. D. 19 56

By L. Gorman Deputy

GEORGE L. ANDERSON, Clerk, County Court
Hidalgo County, Texas

Times Pubco—11-55—10M—20894

BEFORE ME, the undersigned authority, on this day personally appeared _____ President of _____, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this _____ day of _____, 19____.

My Commission expires:

Notary Public in and for

_____ County, Texas.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This _____ day of _____, 19____

Witness

Tenant

RIGHT OF WAY GRANT

FROM J. D. Pavlick

TO

TEXAS EASTERN TRANSMISSION CORPORATION
P. O. Box 1612
Shreveport, Louisiana

STATE OF TEXAS
County of _____

I hereby certify that this instrument was duly recorded and FILED FOR RECORD THIS DATE
day of _____ A.D. 19____ at _____ o'clock ____ M.
in Vol. _____ Page _____
of the Records of said County.
GEO. L. ANDERSON
County Clerk, Hidalgo County, Texas
By _____ Deputy
Clerk of the County Court
for _____ County, Texas
By _____ Deputy.

DEC 10 1956

PROOF READ

13697
77-11

THE STATE OF TEX)
COUNTY OF HIDALGO)

Limited Title Certificate

I hereby certify to Texas Eastern Transmission Corporation, Shreveport, Louisiana, after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: J. D. Pawlik

as described by the Deed of Record dated 27th day of September 19 51 wherein Sarah E. Ferry is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hidalgo, State of Texas Volume 730 pages 206-8 (If not by deed, state how.)

Lot 4 Block 6, Except Northwest 4 acres thereof, all of Lot Five, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63,

2. That the said property is described by the said Deed in the manner set forth in Exhibit A attached hereto. see above:

3. That said Deed indicates that said Grantee (is) (is not) the owner of the underlying coal and mineral rights. no search made

3(a). Comments on above, if any:

4. That said Deed refers to no mortgages or other liens or encumbrances except:
no search made

5. That no mortgages appear of record to have been created by the said Grantee and no judgments have been entered of record against the said Grantee except:
no search made

6. That none of the above mentioned mortgages or judgments have been satisfied of record except:

7. That said Deed contains no provision which would interfere with the construction and operation of a pipeline across the property except: no examination made

Dated this 6th. day of September 19 56 at 5:00 o'clock P. M.

HIDALGO AND STARR COUNTIES ABSTRACT COMPANY

W. F. Tinkler
Signature.

W. F. TINKLER, Sole Owner
Box 186 Edinburg Texas
DU3-1693

Please type name, address and telephone number under signature.

Tract No. T-65
121 Rods

CERTIFICATE NO. 39991

THE STATE OF TEXAS)
COUNTY OF HIDALGO)

Limited Title Certificate

I hereby certify to Texas Eastern Transmission Corporation, Shreveport, Louisiana, after an examination of the records of the county in which the real property hereinafter described is situated, that:

1. The last record owner of said premises is: J. D. Pawlik

as described by the Deed of Record dated 27th day of September 1951 wherein Sarah E. Ferry is named as Grantor and the above person is named as Grantee, recorded in the Office of the Recorder of Deeds for the County of Hidalgo, State of Texas Volume 730 pages 206-208 (If not by deed, state how.)

all Lot Five (5) in Block Six (6) in Rio Bravo Plantation Company's Subdivision of Porciones 61, 62 & 63,

2. That the said property is described by the said Deed in the manner set forth in Exhibit A attached hereto. see above:

3. That said Deed indicates that said Grantee (is) (is not) the owner of the underlying coal and mineral rights. no search made

3(a). Comments on above, if any:

4. That said Deed refers to no mortgages or other liens or encumbrances except:
no search made

5. That no mortgages appear of record to have been created by the said Grantee and no judgments have been entered of record against the said Grantee except:
no search made

6. That none of the above mentioned mortgages or judgments have been satisfied of record except:

7. That said Deed contains no provision which would interfere with the construction and operation of a pipeline across the property except: no examination made

Dated this 6th day of September 1956, at 5:00 o'clock P. M.

HIDALGO AND STARR COUNTIES ABSTRACT COMPANY

W. F. Tinkler.
Signature.

W. F. TINKLER, Sole Owner
Box 186 Edinburg Texas
DU3-1693

Please type name, address and telephone number under signature.

Tract No._____

CERTIFICATE NO. 40031

R/W No. T-65
Map No.
W.O.No. 4516-3-153
Check 373 24
Rods 121

ADVANCE DAMAGE RECEIPT

Received of the Texas Eastern Transmission Corporation,

($605.00) Six Hundred Five & ------no/100 Dollars in full payment and settlement for all damages of every kind and character/done or to be done. EXCEPT: to crops at the time of construction to me in the construction of a pipe line across the following described land in Hidalgo, County, Texas:

Lot 4 Block 6, Except Northwest 4 acres therof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63.

and this shall be deemed to be and is a complete discharge and satisfaction of the obligation of said company to pay the damages which may be occasioned by the construction of said line and of the promise to pay such damages contained in the right-of-way grant this day executed by the undersigned to said company; said right-of-way grant and this instrument being executed simultaneously.

Dated this 26th. day of Nov., 1956.

J. D. Pawlik

IRM 5-15

TEXAS E TERN TRANSMISSION COR RATION

INVESTIGATION AND REPORT OF DAMAGE

R/W NO T-65
MAP NO
WO NO 4516
RODS 121

ER J. D. Pawlik ADDRESS 1/4 mi. East Rt. 5a

TENANT No Tenant. ADDRESS

TENANT ADDRESS

DESCRIPTION Lot 4 Block 6, Except Northwest 4 acres thereof, and all of Lot 5, Rio Bravo Plantation Company's Subdivision of lands in Porciones 61, 62 and 63 as recorded in Volume 730, Page 206-8.

COUNTY Hidalgo STATE Texas

ADVANCE CONSTRUCTION DAMAGE Chk. #373 24 11-26-56 $605.00 All damages except to crops at the time of construction.

TILE APPROVED CLEAN UP APPROVED FENCE TIMBER ANIMALS

SPECIAL PROVISIONS

FIGURES BELOW TO SHOW TOTAL DAMAGE TO OWNER, TENANT, AND CONTRACTOR

DETAIL OF DAMAGE - BY R. E. Chambers R/W AGENT

88' x 220' = 1.49 A

1.67 Ac. Tomatoes @ $230.00 p.a. Ac. =

	TOTAL	AMOUNT PAID OWNER	AMOUNT PAID TENANT	AMOUNT PAID TENANT	CHARGE CONTRACTO
	384 10	384 10			✓
	384 10	Ok NS			
TOTAL	384 10				
		CHECK NO 41820	CHECK NO.	CHECK NO.	
		BY Lan	BY	BY	

CALL BY Jac

DATE 4-22-57

CAUSE OF DAMAGE Construction 8" Tabasco Field Lateral

AREA COVERED IF BREAK

R/W NO T-6
MAP NO
WO NO 4516
RODS 121

TREES TIMBER ANIMALS

M P NO BREAK NO NAME OF PERSON REPAIRING BREAK

	OWNER	R/W AGENT	TENANT	R/W AGENT
ESTIMATE OF DAMAGE	$525.00	$384.10	$	$
OFFER TO SETTLE	$525.00	$384.10	$	$
FINAL SETTLEMENT	$384.10	$384.10	$	$

ARBITRATION PROPOSED

NAME OF ARBITRATORS

INTERVIEW WITH WHOM J D Pavlick

RIGHT-OF-WAY AGENT WITH CONSTRUCTION USE SPACE BELOW ONLY

This is a Work Sheet; Do Not Type

WHAT ARRANGEMENT DID YOU MAKE TO KEEP ANIMALS IN LOT AND FEED THEM? INDICATE LENGTH OF EACH CROP IN RODS

8 Rods x 50' = .57 Ac. Pasture
8rd x 50' = .06 Ac. No Crop (Plowed Field)
88rd. x 50' = 1.61 Ac. Tomatoes

Paul Savoie

R/W AGENT WITH CONSTRUCTION SIGN HERE WHEN COMPLETE AND ATTACH TALLY AND CLEAN-UP REPORT

T-65

INVESTIGATION AND REPORT OF CLEAN-UP

McAllen (CITY) Texas (STATE) 3/28/57 (DATE)

TEXAS EASTERN TRANSMISSION CORPORATION

Gentlemen:

I have inspected the work done by clean-up crews across property located in Hidalgo County, State of Texas owned by L D Pawlik which was caused by the construction of your pipeline(s) across said premises. Said clean-up is satisfactory to me.

J A Chambliss
WITNESS

Pawlik & Sons
By L D Pawlik
(OWNER) (TENANT) (OWNER REPRESENTATIVE)
CANCEL TWO

TETCO FORM 5-8 REV.

RECEIPT FOR DAMAGES

R/W No. T-65 CHECK No. 418-70

Received of TEXAS EASTERN TRANSMISSION CORPORATION the sum of Three Hundred Eighty Four 10/100 Dollars ($384.10)

in full payment and settlement for all damages of every kind and character caused to my/our interest(s) as owner by the construction, ~~operation, maintenance~~ of a pipeline and appurtenances across the following described lands, and I/we release and discharge the TEXAS EASTERN TRANSMISSION CORPORATION and their Agents and Contractors, from all liability therefor: Cane Damage

Sec. _____ Twp. _____ Rge. _____ County of Hidalgo State of Texas

Executed on 3/28/57

J A Chambliss
(WITNESS)

Pawlik & Sons
By L D Pawlik

Bill of Sale

This Bill of Sale ("Bill of Sale") dated as of August 7, 2014 from Mission Pipeline LLC (f/k/a Mission Pipeline Company), a Texas limited liability company ("Mission") to Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline LLC), a Delaware limited liability company ("Lonestar") is made and delivered pursuant to the Asset Transfer Agreement dated as of the date hereof between Mission and Lonestar (the "ATA"). Capitalized terms used and not otherwise defined in this Bill of Sale have the meaning ascribed thereto in the ATA.

WHEREAS, pursuant to the ATA, Mission has agreed to transfer, assign and convey to Lonestar, and Lonestar has agreed to assume from Mission, the Mission Pipeline System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mission and Lonestar do hereby agree as follows:

1. Subject to the terms and conditions of the ATA, Mission hereby transfers, assigns, conveys and delivers to Lonestar free and clear of any and all Liens and Liabilities (other than those arising by, under or through Lonestar), all of Mission's right, title and interest in, to and under, the Mission Pipeline System.

2. This Bill of Sale shall not be deemed to supersede or in any way modify any of the provisions of the ATA. In the event of any conflict between the provisions of this Bill of Sale and the provisions of the ATA, the provisions of the ATA shall control.

3. Mission and Lonestar acknowledge that, other than as expressly provided in the ATA, neither Mission nor Lonestar makes any representation or warranty whatsoever, express or implied, in this Bill of Sale.

4. This Bill of Sale shall be binding upon Mission and Lonestar and their respective successors and permitted assigns and shall inure solely to the benefit of Mission and Lonestar and their respective successors and permitted assigns.

5. This Bill of Sale shall in all respects be governed by and interpreted, construed, and determined in accordance with the internal laws of the state of Texas without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

6. This Bill of Sale may be executed and delivered (including by electronic transmission) in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Mission has caused this Bill of Sale to be executed by its respective representatives thereunto duly authorized, as of the date first written above.

By: MISSION PIPELINE LLC

By: _____
Name: Jerry C. Dearing
Title: President

ACCEPTED AND AGREED TO:

LONESTAR PIPELINE COMPANY, LLC

By: _____

Name: Tom Favinger
Title: Chief Executive Officer

Execution Version

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT, dated as of August 7, 2014 (this "Agreement"), is made by and between (i) Lonestar Pipeline Company, LLC (d/b/a Rio Grande Intrastate Pipeline LLC), a Delaware limited liability company ("Lonestar"), (ii) Mission Pipeline LLC (f/k/a Mission Pipeline Company), a Texas limited liability company ("Mission") and (iii) solely for purposes of Article 6, NET Holdings Management, LLC ("NET").

WHEREAS, Frontera Generation Limited Partnership ("Frontera") and Mission previously entered into a Confidential Settlement Agreement and Release, dated May 8, 2014 (the "Settlement Agreement"), pursuant to which Mission agreed to transfer to Lonestar the Mission Pipeline System (as defined herein) and Frontera agreed to, simultaneously with such transfer, pay to Mission, or a U.S. Affiliate of Mission, a payment of [redacted] (the "Settlement Amount")(the date of such transfer and such payment, the "Closing Date" and the time of such transfer on the Closing Date, the "Closing").

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and warranties contained herein, the parties hereto agree as follows:

ARTICLE 1
ASSET TRANSFER

1.1 Pipeline Transfer. In consideration of and subject to receipt of the Settlement Amount and the releases and other matters set forth in the Settlement Agreement, (i) Mission hereby transfers, assigns and conveys to Lonestar, and Lonestar accepts and assumes, all of Mission's right, title and interest in and to the assets and properties set forth on Exhibit A attached hereto (the "Mission Pipeline System"), free and clear of all Liens (other than those arising by, through or under Lonestar) and Liabilities arising from or in connection with or otherwise pertaining to the Mission Pipeline System solely prior to the Closing (such transfer, the "Mission Pipeline Transfer") and (ii) Lonestar hereby assumes and agrees to pay, perform and discharge all Liabilities arising from or in connection with or otherwise pertaining to the Mission Pipeline System, solely to the extent such Liabilities arise following the Closing. Simultaneously upon execution of this Agreement, Mission has delivered (i) a duly executed bill of sale in the form attached hereto as Exhibit B in favor of Lonestar with respect to the Mission Pipeline System, and (ii) an affidavit of non-foreign status and no requirement for withholding under Section 1445 of the Internal Revenue Code of 1986, as amended, in the form attached as Exhibit D.

1.2 Excluded Liabilities. Notwithstanding anything to the contrary set forth in this Agreement, Lonestar does not assume and shall not otherwise be obligated to pay, perform or discharge any Liabilities of Mission or its Affiliates arising from or in connection with, or otherwise pertaining to, the Mission Pipeline System whether presently in existence or arising hereafter, known or unknown, disputed or undisputed, contingent or non-contingent, liquidated or unliquidated or otherwise, in each case to the extent arising prior to the Closing, and any Excluded Tax (all such Liabilities and Excluded Taxes, the "Excluded Liabilities"). For the avoidance of doubt, Lonestar shall not assume any Contract from Mission and its Affiliates relating to or binding on the Mission Pipeline System (the "Excluded Contracts").

1.3 Transfer Taxes. Mission and Lonestar shall equally bear all Texas transfer, sales or similar taxes arising from the Mission Pipeline Transfer.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF LONESTAR

In connection with the transactions contemplated by this Agreement, Lonestar hereby represents and warrants to Mission that, as of the date hereof:

2.1 Authority; Enforceability. Lonestar is a limited liability company duly formed and validly existing under the laws of the state of Delaware and has all requisite limited liability company power and authority to execute and deliver this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Lonestar of this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of Lonestar, enforceable against Lonestar in accordance with its terms, subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

2.2 Non-Contravention. The execution and the delivery by Lonestar of this Agreement, the performance by Lonestar of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate the terms or provisions of any contract, agreement or law to which Lonestar is subject, or require the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

2.3 Broker Fees. Neither Lonestar nor any of its Affiliates has any Liability for, or obligation to pay, and there are no claims for, any fees or commissions of any broker, finder or similar agent in connection with the transactions contemplated by this Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF MISSION

In connection with the transactions contemplated by this Agreement, Mission hereby represents and warrants to Lonestar that, as of the date hereof:

3.1 Authority; Enforceability. Mission is a limited liability company duly formed and validly existing under the laws of the state of Texas and has all requisite power and authority to execute and deliver this Agreement, to carry its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Mission of this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of Mission, enforceable against Mission in accordance with its terms, subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

3.2 Non-Contravention. The execution and the delivery by Mission of this Agreement, the performance by Mission of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate any contract, agreement or law to which Mission is subject, or require

the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

3.3 Assets. Mission owns all right, title and interest (legal and beneficial) in and to, and has good and marketable title to, the Mission Pipeline System, free and clear of all Liens. There are no preferential purchase rights, options or other rights of any Person, outstanding to purchase or acquire any interest in the Mission Pipeline System, in whole or in part.

3.4 Permits. Mission is the holder of all permits, licenses, bonds, franchises, approvals, certificates, registrations, accreditations and other authorizations of any Governmental Authority that are necessary and sufficient for the ownership, possession, maintenance, operation, use and/or lease of any of the Mission Pipeline System by Mission (collectively, the "Permits"). Permits required by Mission in the Mission Pipeline System including, without limitation, the Texas Railroad Commission T-4 Pipeline Permit No. 05795 (the "TRC Permit") are in full force and effect and have not expired; and (b) that there is no threatened or actual investigation, litigation, or other action related to the Permits or the TRC Permit of which Mission is aware and which would materially affect the ability of the Mission Pipeline System to operate under the Permits or the TRC Permit.

3.5 Compliance with Laws. The Mission Pipeline System is in compliance, in all material respects, with all laws, ordinances, codes, rules, requirements and regulations of any Governmental Authority applicable thereto. Neither Mission nor any of its Affiliates have received written notice alleging a violation of any such laws, ordinances, codes, rules, requirements or regulations within the three (3) year period prior to the date hereof.

3.6 Litigation. Other than the Joe Burns Estate matter with respect to an easement disclosed to and discussed with Lonestar prior to the Closing, neither Mission nor any of its Affiliates has received notice of, and there is not pending or, to their knowledge, threatened, any action, complaint, charge, inquiry, investigation, litigation or other proceeding, against, affecting or involving the Mission Pipeline System, at law or in equity, and to Mission's knowledge no facts or circumstances exist that could reasonably be expected to result in any of the foregoing. The Mission Pipeline System is not subject to, or otherwise bound by, any Order of any Governmental Authority of competent jurisdiction.

3.7 Taxes. (a) All tax returns required to be filed by Mission or any of its Affiliates with respect to the Asset Taxes have been filed; (b) all taxes due and payable by Mission or any of its Affiliates with respect to Asset Taxes have been timely paid whether or not shown as due on such tax returns; (c) no tax returns of Mission or any of its Affiliates with respect to Asset Taxes are under audit or examination by any Governmental Authority; (d) there are no agreements or waivers currently in effect that provide for an extension of time with respect to the filing of any tax return by Mission or any of its Affiliates with respect to Asset Taxes, or the assessment or collection of any tax from Mission or any of its Affiliates with respect to the Mission Pipeline System; (e) no written claim has been made by any Governmental Authority in a jurisdiction where neither Mission nor any of its Affiliates files any tax return or pays any Tax with respect to the Mission Pipeline System or the business related thereto that Mission or one of its Affiliates is or may be required to file such a Tax return or pay such a tax (as the case may be) with respect to the Mission Pipeline System or the business related thereto in that jurisdiction;

and (f) there are no Liens for Taxes (other than Taxes not yet due and payable) upon the Mission Pipeline System.

3.8 Environmental Laws. (a) The Mission Pipeline System is in compliance, in all material respects, with all Environmental Laws; (b) the ownership and operation of the Mission Pipeline System at all times on or prior to the date hereof has complied, in all material respects, with all Environmental Laws; (c) Mission and its Affiliates have not Released or arranged for the Release of any Hazardous Substances from or about the Mission Pipeline System in a condition, manner or to a location that could reasonably be expected to give rise to any material liability under or relating to any Environmental Laws; (d) Mission has no third party environmental studies or other material environmental documents in its possession with respect to the Mission Pipeline System that have not been made available to Lonestar and (e) Mission is not aware of any contamination of the Mission Pipeline System by any Hazardous Substances that could give rise to any investigative, corrective or remedial obligations, or any other liability, including for response costs, corrective action costs, personal injury damages, property damage, natural resources damages or attorney fees.

3.9 Real Property Rights. Schedule 3.9 attached hereto sets forth a complete and correct list of each easement, right of way and other interest in real property held by Mission or any of its Affiliates and used or held for use in connection with the Mission Pipeline System, together with the rights, tenements, appurtenant rights and privileges relating thereto (the rights and interests required to be set forth on Schedule 3.9 collectively, the "Property Rights"). Prior to the date hereof, a complete and correct copy of each instrument pursuant to which Mission or any of its Affiliates holds, or is otherwise entitled to, any Property Right have been made available to Lonestar. Each Property Right is in full force and effect and to Mission's knowledge is enforceable against each counterparty thereto in accordance with its terms and no such counterparty is in default with respect thereto. All portions of the Mission Pipeline System are continuously situated on the Property Rights, and there are no gaps on any portions of the Mission Pipeline System where, following the transactions contemplated hereunder, Lonestar would not have a Property Right permitting the location, operation and use of the Mission Pipeline System.

3.10 Broker Fees. Neither Mission nor any of its Affiliates has any liability for, or obligation to pay, and there are no claims for, any fees or commissions of any broker, finder or similar agent in connection with the transactions contemplated by this Agreement.

3.11 NO OTHER REPRESENTATIONS OR WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES HEREIN, (I) THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING ANY REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OR FITNESS OF THE MISSION PIPELINE SYSTEM FOR ITS INTENDED PURPOSE OR ANY PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE MISSION PIPELINE SYSTEM AND (II) THE MISSION PIPELINE SYSTEM IS BEING TRANSFERRED UNDER THE TERMS OF THIS AGREEMENT ON AN "AS IS/WHERE IS" BASIS. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL PREVENT ANY PARTY FROM BRINGING ANY CLAIM BASED ON FRAUD.

ARTICLE 4
COVENANTS

4.1 Certain Additional Transfers. To the extent any of the assets comprising the Mission Pipeline System are owned or held by any Affiliate of Mission, exclusively and solely for the use in the Mission Pipeline System, Mission shall cause any Affiliate holder of such assets to transfer such assets to Lonestar.

4.2 Regulatory Matters. Mission shall transfer the TRC Permit to Lonestar and Lonestar shall accept such transfer. Each of Mission and Frontera shall use its reasonable best efforts to procure all regulatory consents and make any required notices pursuant to any applicable laws and regulations, including, without limitation, with respect to the transfer of the Permits and the TRC Permit.

4.3 Contracts. Mission hereby agrees that it shall terminate or cause to be terminated all Excluded Contracts without any Liability to Lonestar or its Affiliates.

4.4 Asset Taxes. Lonestar shall pay or cause to be paid to the applicable Governmental Authority all Asset Taxes relating to any Straddle Period. Lonestar shall promptly notify Mission following such payment, which notice shall contain the amount of Asset Taxes allocable to any Pre-Closing Tax Period under the definition of "Pre-Closing Tax Period" in Section 8.1. Mission shall pay or cause to be paid any amounts owed hereunder within fifteen (15) business days of receipt of such notice.

ARTICLE 5
SURVIVAL; INDEMNIFICATION

5.1 Lonestar Indemnification. Subject to Section 5.3, Mission shall, from and after the date hereof, indemnify, defend and hold harmless Lonestar and its directors, officers, employees, agents, equity holders, successors and assigns from any and all damages or Losses arising from, related to, or in connection with:

(i) any Excluded Liabilities and any and all claims and expenses arising from the failure of Mission to pay, perform or discharge, when due, any of the Excluded Liabilities; and

(ii) any Excluded Contract; and

(iii) the breach or inaccuracy of representations, warranties and covenants made by Mission in this Agreement;

provided that, (x) with respect to indemnification for any Losses by Mission for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.1, 3.2 and 3.3, Mission's maximum liability for all such Losses shall not exceed [redacted] in the aggregate; (y) with respect to indemnification for any Losses by Mission for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10 and 3.11, Mission's maximum liability for all such Losses shall not exceed [redacted] in the aggregate; and (z) for the sake of clarity, Mission's maximum liability for any

Losses for any misrepresentation or breaches of the representations and warranties set forth in Sections 3.1 – 3.11, inclusive, shall not exceed [redacted] in the aggregate.

5.2 Mission Indemnification. Lonestar shall, from and after the date hereof, indemnify, defend and hold harmless Mission and its directors, officers, employees, agents, equity holders, successors and assigns from any and all Liabilities, damages or Losses arising from, related to, or in connection with the Mission Pipeline System, to the extent arising after the Closing.

5.3 Survival of Representations and Warranties. The representations and warranties of Mission and Lonestar contained in this Agreement shall survive for a period of six (6) months following the date hereof. All covenants and agreements contained in this Agreement that contemplate or provide for any rights, obligations or actions of any party after the date hereof shall survive until their performance according to their terms. No claim or cause of action under this Article 5 arising out of the inaccuracy or breach of any representation or warranty, breach of covenant may be made following the termination of the applicable survival period; it being understood that in the event notice of any claim for indemnification under Section 5.1 or Section 5.2 shall have been given within the applicable survival period, the matters that are subject of such indemnification claim shall survive until such time as such claim is fully resolved.

ARTICLE 6
GUARANTEE

6.1 NET Guarantee. NET hereby irrevocably and unconditionally guarantees to Lonestar (the "NET Guarantee"), the payment, if and when due, of any indemnification obligations of Mission pursuant to Section 5.1 (collectively, the "Mission Guaranteed Obligations"), subject in all cases to the limitations on indemnification set forth in Section 5.1 and Section 5.3 of this Agreement.

6.2 Terms of NET Guarantee. The liability of NET pursuant to Section 6.1 shall, to the fullest extent permitted under applicable law, be absolute and unconditional irrespective of: any change in the corporate existence, structure or ownership of, or any insolvency, bankruptcy, reorganization, liquidation or other similar proceeding affecting, Mission or any other Person now or hereafter liable with respect to any of the Mission Guaranteed Obligations; the addition or substitution of any Person now or hereafter liable with respect to any of the Mission Guaranteed Obligations, in accordance with any agreement evidencing, securing or otherwise executed in connection with the Mission Guaranteed Obligations; the adequacy of any means Lonestar may have of obtaining payment related to the Mission Guaranteed Obligations; or any other act or omission that may or might in any manner or to any extent otherwise operate as a discharge of NET with respect to the NET Guarantee as a matter of law or equity (other than payment or performance of the Mission Guaranteed Obligations).

(a) The NET Guarantee is one of payment, not collection, and a separate action or actions may be brought and prosecuted against NET to enforce the NET Guarantee, irrespective of whether any action is brought against Mission or whether Mission is joined in any such action or actions. To the fullest extent permitted by applicable law, Mission hereby waives any and all rights or defenses arising by reason of any law which would otherwise require any

election of remedies by Lonestar, defenses which may be available by virtue of any stay or moratorium law or other similar law now or hereafter in effect, any right to require the marshalling of assets of Mission, and all suretyship defenses generally (other than breaches of this Agreement or any other agreement delivered in connection herewith or therewith, claims for fraud or as otherwise set forth in this Agreement). NET also hereby irrevocably waives acceptance hereof, presentment, demand, protest, notice of non-performance, notice of creation, renewal, extension or accrual, default, dishonor, and any notice not provided for herein or not required to be provided to Mission under or in connection with this Agreement. The Mission Guaranteed Obligations shall conclusively be deemed to have been created, contracted or incurred in reliance upon the NET Guarantee, and all dealings between NET or Mission, on the one hand, and Lonestar, on the other, shall likewise be conclusively presumed to have been had or consummated in reliance upon the NET Guarantee.

Lonestar shall not be obligated to file any claim relating to any Mission Guaranteed Obligation in the event that Mission becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Lonestar to so file shall not affect NET's obligations under Section 6.1. In the event that any payment to Lonestar in satisfaction of any Mission Guaranteed Obligation is rescinded or must otherwise be returned for any reason whatsoever, NET shall remain liable hereunder with respect to the applicable Mission Guaranteed Obligation as if such payment had not been made.

(b) Notwithstanding any other provision of this Agreement to the contrary, Lonestar hereby acknowledges and agrees that (i) NET is entitled to and may assert, as a defense to, or release or discharge of, any payment or performance by NET under Section 6.1, any claim, set-off, deduction, defense or release that Mission could assert against Lonestar under the terms of, or with respect to, this Agreement, as it relates to the Mission Guaranteed Obligations and (ii) any failure by Lonestar to comply with the terms of this Agreement that would relieve Mission of any Mission Guaranteed Obligation shall likewise automatically and without any further action on the part of any Person relieve NET of such Mission Guaranteed Obligation.

(c) NET acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated by this Agreement and that the waivers set forth in this Section 6.2 are knowingly made in contemplation of such benefits.

(d) The NET Guarantee is a continuing one and shall remain in full force and effect until the indefeasible payment and/or satisfaction in full of the Mission Guaranteed Obligations, shall be binding upon NET, its successors and assigns, and shall inure to the benefit of, and be enforceable by, Lonestar and its respective successors and permitted assigns.

6.3 Authority; Enforceability. NET hereby represents and warrants to Lonestar and Mission that, as of the date hereof, NET is a limited liability company duly formed and validly existing under the laws of the state of Delaware and has all requisite power and authority to execute and deliver this Agreement, to carry its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by NET of its obligations under this Agreement have been duly authorized and this Agreement constitutes the valid and binding obligation of NET, enforceable against NET in accordance with its terms,

subject to the application of equitable remedies and to the laws of bankruptcy and other similar laws affecting creditors' rights generally.

6.4 Non-Contravention. NET hereby represents and warrants to Lonestar and Mission that, as of the date hereof, the execution and the delivery by NET of this Agreement, the performance by NET of its obligations hereunder and the consummation of the transactions contemplated hereby do not, and will not, conflict with, breach, cause a default under or otherwise violate any contract, agreement or law to which NET is subject, or require the approval, consent, authorization or act of, or any filing with, any third party or Governmental Authority.

ARTICLE 7
TRANSITION SERVICES

7.1 Transition Services. Unless earlier terminated in accordance with this Article 7, Mission shall, subject to the terms and conditions of this Article 7, provide, or cause to be provided, to Lonestar (i) all operational and maintenance services provided by Mission, either directly or indirectly through Affiliates or unaffiliated third parties, in connection with the Mission Pipeline System prior to the date hereof and (ii) any other operational, maintenance, and administrative services reasonably requested by Lonestar in writing that are directly related to the Mission Pipeline System (each such services described in clause (i) or clause (ii), a "Transition Service", and collectively, the "Transition Services").

7.2 Payment. Lonestar shall pay to Mission (i) $20,000 per month; and (ii) reasonable, documented, out-of-pocket, third party expenses pre-approved in writing by Lonestar, by wire transfer of immediately available funds to the account designated by Mission on Exhibit C attached hereto, on the last day of each month, for the Transition Services, subject to the terms set forth in Section 7.4. Such payment shall be the exclusive consideration for the Transition Services.

7.3 Standard of Performance. The Transition Services shall be performed by Mission with at least the same degree of care, skill and diligence with which such services were historically provided by Mission (either directly or indirectly through Affiliates or unaffiliated third parties) in connection with the Mission Pipeline System, including with respect to the quality and timeliness of such services.

7.4 Term. Mission shall provide the Transition Services pursuant to this Agreement from the date hereof until the earlier of (i) three (3) months following the date hereof and (ii) such time as all of the Transition Services have been terminated pursuant to the following sentence. Lonestar may terminate the provision of the Transition Services upon two (2) Business Days prior written notice to Mission. Lonestar shall only be responsible for payment to Mission on a pro-rated, daily basis, based upon the termination date.

ARTICLE 8
DEFINITIONS

8.1 Definitions. When used in this Agreement, the following terms shall have their respective meanings assigned to them in this Section 8.1 or the Sections or other subdivisions referred to below:

"Affiliate" means with respect to any Person, a Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person. Any Person shall be deemed to be an Affiliate of any specified Person or entity if such Person or entity owns fifty percent (50%) or more of the voting securities of the specified Person, if the specified Person owns fifty percent (50%) or more of the voting securities of such Person, or if fifty percent (50%) or more of the voting securities of the specified Person and such Person are under common Control.

"Agreement" is defined in the preamble hereto.

"Asset Taxes" means ad valorem, property, excise, severance, production or similar taxes (including any interest, fine, penalty or additions to Tax imposed by Governmental Authorities in connection with such taxes) based upon operation or ownership of the Mission Pipeline System, but excluding, for the avoidance of doubt, income, capital gains and franchise taxes.

"Business Day" means any day other than a Saturday, Sunday or legal holiday on which banking institutions in the State of Texas are not required to open.

"Closing" is defined in the preamble hereto.

"Closing Date" is defined in the preamble hereto.

"Contract" means any contract, agreement, lease, license, written understanding, instrument or other binding written document.

"Control" means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management or policies (whether through ownership of interest, by contract or otherwise of a Person.

"Environmental Laws" means all laws and Permits relating to pollution or protection of the environment, natural resources or human health and safety, including laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials. "Environmental Laws" include the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Sections 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Oil Pollution Act (33 U.S.C. Sections 2701 et seq.), the Emergency Planning and Community Right-to-Know Act

(42 U.S.C. Sections 11001 et seq.), the Occupational Safety and Health Act (29 U.S.C. Sections 651 et seq.), and state laws analogous to any of the above.

"Excluded Contracts" is defined in Section 1.2.

"Excluded Liabilities" is defined in Section 1.2.

"Excluded Taxes" means any and all Taxes imposed on, or required to be collected or paid by, Mission or any of its Affiliates, except for any liability for (i) Asset Taxes of the Mission Pipeline System allocated to any Tax period other than the Pre-Closing Tax Period under the definition of "Pre-Closing Tax Period" in this Section 8.1 and (ii) Transfer Taxes allocated to Lonestar under Section 1.3.

"Frontera" is defined in the preamble hereto.

"Governmental Authority" means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority or entitled to any administrative, executive, judicial, legislative, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hazardous Substances" means (a) any petrochemical or petroleum products, oil or coal ash, radioactive materials, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid which may contain levels of polychlorinated biphenyls; (b) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "solid wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," "toxic pollutants" or words of similar meaning and regulatory effect under any applicable Environmental Law; and (c) any other chemical, material or substance which is prohibited, limited or regulated by any applicable Environmental Law.

"Liability" means any cost, expense, debt, liability, tax (including ad valorem tax), impost, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude or transfer restriction.

"Lien" means any mortgage, deed of trust, lien, charge, security interest, pledge, right-of-way, easement, preferential right to purchase, third party consent to transfer, or other similar encumbrance burdening the applicable asset.

"Lonestar" is defined in the preamble hereto.

"Losses" means any and all losses, liabilities, damages (including consequential, special, punitive, exemplary and incidental damages), penalties, fines, amounts paid in settlement, taxes, transfer taxes, liens, costs and expenses (including interest, penalties, reasonable attorneys' and accountants' fees and disbursements and all amounts paid in investigation, defense or settlement of any of the foregoing) or diminution of value, of any nature whatsoever.

"Mission" is defined in the preamble hereto.

"Mission Guaranteed Obligations" is defined in Section 6.1.

"Mission Pipeline System" is defined in Section 1.1.

"Mission Pipeline Transfer" is defined in Section 1.1.

"NET" is defined in the preamble hereto.

"NET Guarantee" is defined in Section 6.1.

"Order" means any order, judgment, injunction, ruling or decree.

"Permits" is defined in Section 3.4.

"Person" means any individual or any corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or other entity.

"Pre-Closing Tax Period" means any and all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date. In the case of any taxable period that includes (but does not end on) the Closing Date (a "*Straddle Period*"), the amount of any ad valorem, property, or other similar Taxes for a Straddle Period that relates to the Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period and the amount of other Taxes for the Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the Closing Date.

"Property Rights" is defined in Section 3.9.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including surface water, groundwater, land surface or subsurface strata or ambient air (including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant).

"Settlement Agreement" is defined in the preamble hereto.

"Settlement Amount" is defined in the preamble hereto.

"Taxes" means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, escheat, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and

including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

"Transition Services" has the meaning set forth in Section 7.1.

"TRC Permit" is defined in Section 3.4.

ARTICLE 9
MISCELLANEOUS

9.1 Amendments and Waivers. This Agreement may be amended or waived only in a writing signed by the party against whom enforcement of such amendment or waiver is sought. No course of dealing between any of the parties hereto, or any delay on the part of any party hereto in exercising any rights hereunder, will operate as a waiver of any rights of any such party.

9.2 Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not. In addition, and whether or not any express assignment has been made, the provisions of this Agreement which are for any party's benefit as the acquirer of securities hereunder are also for the benefit of and enforceable by any subsequent holder of such securities.

9.3 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

9.4 Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. No party hereto shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

9.5 Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9.6 Governing Law; WAIVER OF JURY TRIAL. This Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Unless Lonestar otherwise consents in

writing to the selection of an alternate forum, any dispute relating hereto shall be heard solely and exclusively in the chancery or federal courts of the State of Texas, and the parties agree to jurisdiction and venue therein. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

9.7 Entire Agreement. This Agreement embodies the complete agreement among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

9.8 Further Assurances. The parties shall execute and deliver all documents, provide all information and take, or refrain from taking, such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

9.9 Construction. This Agreement has been freely and fairly negotiated among the parties hereto. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any such party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as amended and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

9.10 Specific Performance. The parties acknowledge that an award of damages for failure to comply with this Agreement would not be an adequate remedy for the party attempting to enforce this Agreement, and accordingly the parties expressly authorize and are permitted to bring an action for permanent or temporary injunction, to compel the specific performance or any other equitable remedy against the other party or parties regarding its obligations to comply with such provisions without the necessity of posting bond or other security in connection therewith.

9.11 No Recourse. This Agreement may only be enforced against, and any action based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against, the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. The parties hereto covenant, agree and acknowledge that no Persons other than the parties shall have any obligation hereunder and that each party has no rights of

recovery hereunder against, and no recourse hereunder or any documents to be delivered hereunder against any Person whatsoever, other than the parties hereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Asset Transfer Agreement as of the date first written above.

Lonestar:

LONESTAR PIPELINE COMPANY, LLC

By: _____
Name: Tom Favinger
Title: Chief Executive Officer

Mission:

MISSION PIPELINE LLC

By: _____
Name: Jerry C. Dearing
Title: President

Signature Page to Asset Transfer Agreement

SOLELY FOR PURPOSES OF ARTICLE VI:

NET:

NET HOLDINGS MANAGEMENT, LLC

By: _____
Name: Jerry C. Dearing
Title: Co-President

Signature Page to Asset Transfer Agreement

Exhibit A

Mission Pipeline System

For purposes of this Agreement, the "Mission Pipeline System" shall consist of:

1. The current physical and tangible state of the pipeline system "as is where is" and as generally depicted in the map at Exhibit A-1 attached hereto, which consists of approximately 21 miles of pipeline and all associated block valves, measuring stations and other equipment attached to the Mission Pipeline System, to the extent owned by Mission and its Affiliates;

2. Each easement, right of way and other interest in real property held by Mission for use in the Mission Pipeline System, together with the rights, tenements, appurtenant rights and privileges relating thereto;

3. To the extent assignable under applicable law, all Permits, licenses, bonds, franchises, approvals, certificates, registrations, accreditations and other authorizations of any Governmental Authority that Mission currently possesses that are necessary for the ownership, possession, maintenance, operation, use and/or lease of the Mission Pipeline System;

4. All of Mission's current inventory, including raw materials, work-in-process and finished goods inventories, and supplies used or held for use in connection with the Mission Pipeline System;

5. All other items of tangible personal property or equipment owned by Mission in connection with the Mission Pipeline System;

6. To the extent assignable, all rights, claims and causes of action (including warranty and similar claims) to the extent, and only to the extent, that such rights, claims or causes of action arise from or in connection with the Mission Pipeline System;

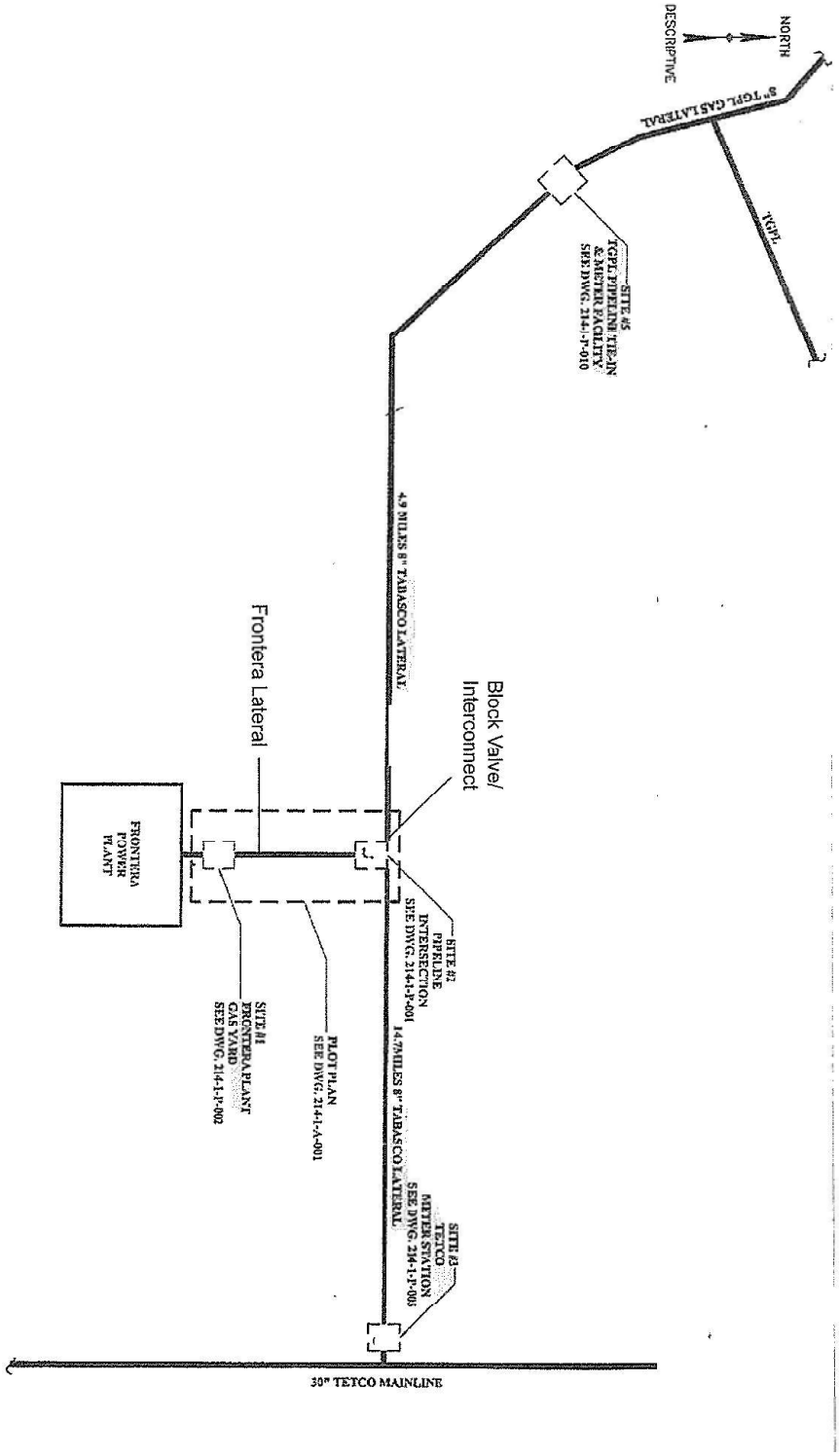
7. All credits, prepaid expenses and other items, deferred charges, advance payments, security and other deposits (including in respect of insurance or bonding obligations) and claims for refunds or reimbursements, in each case, relating to the Mission Pipeline System, to the extent not associated with an Excluded Liability;

8. All insurance proceeds and rights to insurance proceeds under insurance policies of Mission with respect to the Mission Pipeline System to the extent not associated with an Excluded Liability; and

9. All books, records, ledgers, files, documents, correspondence, lists (including supplier lists and records), files, plats, specifications, surveys, drawings, reports, testing results, certification materials, service and warranty records, equipment logs, policies and procedures, and other materials and information (in whatever medium) relating to the Mission Pipeline System, to the extent owned and maintained by Mission and its Affiliates.

EXHIBIT A-1

Map of Mission Pipeline system



ASSIGNMENT OF EASEMENT, PERMIT, AND OTHER REAL PROPERTY RIGHTS

For and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, including the mutual promises, covenants, and obligations contained in the "Facilitics Sale Agreement" between Texas Eastern Transmission Corporation ("Seller"), a Delaware corporation, and Mission Pipeline Company., a Texas corporation ("Buyer"), dated the 23 rd day of July, 1999, (the "Facilities Sale Agreement"), the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns, transfers, and conveys to Buyer the following:

> to the fullest extent it is allowed to make assignments, all of Seller's right, title, and interest in and to all agreements and contractual rights, easements, rights-of-way, servitudes, permits, and other estates situated in Hidalgo County, Texas, more particularly described in Exhibits A and B attached hereto and made a part hereof, relating to Buyer's use, operation, and maintenance of the Pipeline situated thereon and conveyed from Seller to Buyer pursuant to the Bill of Sale of even date herewith (collectively "Real Property Rights");

together with all of the rights to enforce covenants and warranties which Seller is entitled to enforce against Seller's predecessors in interest.

Buyer hereby assumes and agrees to perform all obligations under the Real Property Rights, as provided in the Facilities Sales Agreement.

This Assignment is pursuant to and limited by the provisions of the Facilities Sale Agreement, which is hereby incorporated by reference herein as though set out in full. This Assignment shall be interpreted in connection with such Facilities Sale Agreement, whereby Seller has agreed to transfer certain facilities to Buyer.

IN WITNESS WHEREOF, Seller and Buyer each hereto sets its hand and by its authorized officials effective as of the 4th day of November, 1999.

TEXAS EASTERN TRANSMISSION CORPORATION

By: Robert B. Evans
Its: PRESIDENT

MISSION PIPELINE COMPANY

By: Gary C. Dig
Its: President

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 1999.

[SEAL]
ADAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
09-04-2000

Adair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Dearing, President of MISSION PIPELINE COMPANY., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 2nd day of November, 19 99.

[SEAL]

Carol J Hochman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires: 8/14/2000

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RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-1	N. G. Cavazos, et al.	TETCO	10/08/1956	874	18	Y	N
16-A	T-1	N. G. Cavazos, et al.	TETCO	03/15/1957	886	114	Y	N
16-A	T-1A	Gertrudis C. Reyna, Guardian of the persons & estate of Dalila V. Reyna & Minerva E. Reyna, Minors	TETCO	07/29/1958	898	376	Y	N
16-A	T-1A	Gertrudis C. Reyna	TETCO	03/16/1957	898	377	Y	N
16-A	T-1B	Romulo Martinez, et ux.	TETCO	03/15/1957	885	383	Y	N
16-A	T-1B	Peter Paul Petroleum Co.	TETCO	11/04/1998	Recording #730622		Y	N
16-A	T-2	Pablo Zamora, Jr., et ux.	TETCO	10/27/1956	874	219	Y	N
16-A	T-3	Arturo Garza, Individually	TETCO	12/10/1956	880	10	Y	N
16-A	T-3	Arturo Garza, as Guardian of the persons & estates of Alma Garza, et al.	TETCO	12/27/1956	Unrecorded		Y	N
16-A	T-4	Maria Luisa Z. Vda de Zamora, individually & as Community Administratrix of Estate of Pablo Z. Zamora (deceased)	TETCO	11/14/1956	877	509	Y	N
16-A	T-5	C. V. Lysinger, et ux.	TETCO	09/09/1956	874	186	Y	N
16-A	T-6	J. P. Waite, et ux.	TETCO	11/30/1956	879	20	Y	N
16-A	T-7	T. B. Waite, Jr., et ux.	TETCO	11/30/1956	879	21	Y	N
16-A	T-8	John F. Hoene, et al.	TETCO	06/25/1957	Vol. 4, Civil Minutes	284	Y	N
16-A	T-9	Felix Garza	TETCO	10/13/1956	874	188	Y	N
16-A	T-10	E. B. Reyna, et ux.	TETCO	10/16/1956	874	189	Y	N
16-A	T-11	Jules P. Lebon, et ux.	TETCO	10/17/1956	874	190	Y	N
16-A	T-12	Seferino Mercado, Guardian for Gloria Mercado, et al.	TETCO	06/05/1957	894	243	Y	N
16-A	T-12	Seferino Mercado	TETCO	10/13/1956	894	244	Y	N
16-A	T-13	David DeLuna, et al.	TETCO	10/22/1956	876	451	Y	N
16-A	T-14	Fordyce Gravel Co.	TETCO	02/26/1957	889	60	Y	N
16-A	T-14A	Ralph C. Warren, et ux.	TETCO	03/19/1957	886	115	Y	N
16-A	T-15	R. M. White, et ux.	TETCO	04/14/1957	880	500	Y	N

EXHIBIT A

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-15	Corpus Christi Industrial Pipeline Co.	TETCO	12/08/1988	Unrecorded		Y	N
16-A	T-16	Houston Strong	TETCO	10/12/1956	874	487	Y	N
16-A	T-17	Ella G. Wood, et vir.	TETCO	10/10/1956	874	192	Y	N
16-A	T-17	TETCO	Roble Garza, et ux	05/07/1996	Book # not given	539081 (doc. #)	Y	N
16-A	T-17	TETCO	Sergio Zamora Fuentes	03/10/1996	"	530818 (doc. #)	Y	N
16-A	T-18	Central Power & Light	TETCO	10/22/1956	874	492	Y	N
16-A	T-18	Central Power & Light	TETCO	05/27/1983	1850	742	Y	N
16-A	T-19	C. W. Simpson, et al.	TETCO	12/28/1956	881	423	Y	N
16-A	T-20	Etta S. Tabor	TETCO	11/06/1956	875	216	Y	N
16-A	T-21	Florence J. Gardner, et vir.	TETCO	10/22/1956	874	193	Y	N
16-A	T-22	Marshall N. Terry et ux.	TETCO	10/23/1956	874	494	Y	N
16-A	T-24	Charles F. C. Logsdon	TETCO	12/31/1956	882	402	Y	N
16-A	T-25	Hugh McDaniel	TETCO	11/01/1956	874	496	Y	N
16-A	T-26	J. C. Ellison, et ux.	TETCO	10/15/1956	874	194	Y	N
16-A	T-27	Horace Etchison, Trustee	TETCO	12/05/1956	879	23	Y	N
16-A	T-30	Viola Hedrick	TETCO	10/25/1956	876	607	Y	N
16-A	T-31	Marion H. Dale, et vir.	TETCO	11/05/1956	875	217	Y	N
16-A	T-32	L. N. Neff	TETCO	10/20/1956	876	214	Y	N
16-A	T-33	S. H. Dietz, et ux.	TETCO	12/26/1956	879	299	Y	N
16-A	T-34	Ethel R. Larson Welch, et vir	TETCO	01/28/1957	882	405	Y	N
16-A	T-35	S. H. Dietz, et ux.	TETCO	12/26/1956	879	382	Y	N
16-A	T-37	Godrey Lassig, et ux.	TETCO	02/05/1957	882	407	Y	N
16-A	T-38	Percy L. Cornelius	TETCO	11/24/1956	876	208	Y	N
16-A	T-39	Godrey Lassig, et ux.	TETCO	02/05/1957	882	407	Y	N
16-A	T-40	George S. Dobbins	TETCO	11/27/1956	879	24	Y	N
16-A	T-41	Thomas S. Dobbins	TETCO	11/27/1956	879	25	Y	N
16-A	T-42	D. D. Berry	TETCO	12/20/1956	881	269	Y	N
16-A	T-43	L. Steiner, et ux.	TETCO	10/08/1956	873	19	Y	N
16-A	T-44	M. E. Canady	TETCO	12/10/1956	881	425	Y	N

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-45	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-46	M. E. Canady	TETCO	12/10/1956	881	425		
16-A	T-47	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-48	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-49	Blaine Holcombe, et ux.	TETCO	12/06/1956	880	506	Y	N
16-A	T-50	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-51	Blaine Holcombe, et ux.	TETCO	12/06/1956	880	506	Y	N
16-A	T-52	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502		
16-A	T-53	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-55	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-56	Shary Farms, Inc.	TETCO	12/06/1956	880	509	Y	N
16-A	T-57	Marius Madsen, et ux.	TETCO	10/16/1956	874	497	Y	N
16-A	T-58	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-59	John H. Shary, Inc.	TETCO	12/06/1956	880	512	Y	N
16-A	T-60	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N
16-A	T-61	Hidalgo Co. Water Control & Improvement District #19	TETCO	12/11/1956	881	261	Y	N
16-A	T-62	Mary O'Brien Shary, Individually & as Independent Executrix of the Estate of John H. Shary, deceased	TETCO	12/06/1956	880	502	Y	N

RIGHT-OF-WAY - HIDALGO COUNTY, TEXAS
PIPELINE 16-A, 16-A-1

LINE	R/W #	GRANTOR	GRANTEE	DATE OF INSTRUMENT	BOOK	PAGE	ASSIGNABLE	CONSENT REQUIRED
16-A	T-63	L. M. Berry	TETCO	11/23/1956	876	209	Y	N
16-A	T-64	Hugh Harrington, et ux.	TETCO	11/19/1956	878	41	Y	N
16-A	T-65	J. D. Pawlik	TETCO	11/26/1956	876	453	Y	N
16-A	T-66	Henry Kawahata & Horace Etchison	TETCO	12/03/1956	878	43	Y	N
16-A	T-67	Estate of J. L. Bell	TETCO	10/30/1956	879	27	Y	N
16-A	T-68	Hidalgo Co. Water Control & Improvement District #3	TETCO	10/31/1956	876	609	Y	N
16-A	T-69	Hidalgo Co. Drainage Dist. #1	TETCO	10/16/1956	874	196	Y	N
16-A	T-70	F. A. Theser, et al.	TETCO	01/11/1957	882	179	Y	N
16-A	T-71	John G. Noser, et ux.	TETCO	10/09/1956	873	344	Y	N
16-A	T-72	Frank A. Jones, et ux.	TETCO	10/31/1956	877	513	Y	N
16-A	T-73	John G. Noser, et ux.	TETCO	10/09/1956	873	344	Y	N
16-A	T-74	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	11/12/1956	877	18	Y	N
16-A	T-75	Fernando Aboitiz, et ux.	TETCO	10/25/1956	874	220	Y	N
16-A	T-76	Melba B. Rodriguez, et vir.	TETCO	10/09/1956	874	21	Y	N
16-A	T-77	L. E. Crawford, et al.	TETCO	10/10/1956	874	197	Y	N
16-A	T-78	P. D. Moore	TETCO	12/08/1956	879	78	Y	N
16-A	T-80	S. Joe McKinsey	TETCO	10/29/1956	875	607	Y	N
16-A	T-81	W. M. Busch, et ux.	TETCO	10/08/1956	873	346	Y	N
16-A	T-83	Esther Adelaide Yaeger, et al	TETCO	11/30/1956	878	209	Y	N
16-A	T-84	Swend J. Sorenson, et ux.	TETCO	10/12/1956	874	230	Y	N
16-A	T-86	Swend J. Sorenson, et ux.	TETCO	10/12/1956	874	230	Y	N
16-A	T-87	T. C. Overstreet, et ux.	TETCO	10/16/1956	874	231	Y	N
16-A	T-88 & T-90	E. B. Dasley, et ux.	TETCO	12/15/1956	879	300	Y	N
16-A	T-88 & T-90	E. B. Dasley, et ux.	TETCO	03/15/1957	886	117	Y	N
16-A-1	MF-1	Gertrudis B. Molina	TETCO	02/19/1958	909	560	Y	N
16-A-1	MF-2	Estate of J. L. Bell	TETCO	10/30/1956	879	27	Y	N

RIGHT-0F-WAY PERMITS
HIDALGO COUNTY, TEXAS

						Document Type			
						E - Easement	LP - Letter Permit		
						P - Permit	LA - Letter Agreement		
						C - Contract	L - Licence		
						A - Agreement	SA - Subordination Agmt		
						RECORDATION			
LINE	R/W	GRANTOR	GRANTEE	DOC. TYPE	DOC. DATE	CONV. BK	ENTRY	ASSIGNABLE	CONSENT REQUIRED
16-A	T-8R	Missouri Pacific Railroad Company	TETCO	L	01/22/1957	Unrecorded		N	Y
16-A	T-23S & T-28S	Hidalgo Co. Water Control & Improvement Dist. #6	TETCO	E	01/16/1957	Unrecorded		Y	N
16-A	T-34S	International Boundary & Water Commission	TETCO	P	02/05/1957	Unrecorded		Y	N
16-A	T-33	TETCO	Hidalgo Co.	SA	11/05/1974	1472	757	Y	N
16-A	T-34	TETCO	Hidalgo Co.	SA	11/05/1974	1472	757	Y	N
16-A	T-35S	Hidalgo Co. Water Control & Improvement Dist. #7	TETCO	E	01/14/1957	882	415	Y	Y
16-A	T-35S	Hidalgo Co. Water Control & Improvement Dist. #14	TETCO	E	01/08/1957	882	411	Y	N
16-A	T-35S	Hidalgo Co.	TETCO	SA	08/15/1957	Unrecorded copy in file	Silent	Y	N
16-A	T-35S	TETCO	Cameron Co.	SA	06/11/1957	898	310	Y	N
16-A	T-35S	TETCO	Cameron Co.	SA	06/30/1958	922	359	Y	N
16-A	T-39R	Missouri Pacific Railroad Company	TETCO	L	01/15/1958	Unrecorded		Y	Y
16-A	T-60	TETCO	Halff Assc. Inc.	LA	12/04/1997	Unrecorded		Y	N
16-A	T-63R	Missouri Pacific Railroad Company	TETCO	L	08/14/1957	Unrecorded		N	Y
16-A	T-65S	International Boundary & Water Commission	TETCO	L	04/09/1957	Unrecorded		Y	N
16-A	T-66S	International Boundary & Water Commission	TETCO	L	04/09/1957	Unrecorded		Y	N
16-A	T-66R	Missouri Pacific Railroad Company	TETCO	L	03/08/1957	Unrecorded		N	Y
16-A	T-73S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N

EXHIBIT B

RIGHT-0F-WAY PERMITS
HIDALGO COUNTY, TEXAS

16-A	T-78S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-81S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-83S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	11/12/1956	Unrecorded		Y	N
16-A	T-89S	Hidalgo Co. Water Control & Improvement Dist. #2	TETCO	P	12/27/1956	Unrecorded		Y	N
16-A	F.R. 494	Texas Highway Dept.	TETCO	P	12/06/1956	Unrecorded		Y	N
16-A	F.R. 1427	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 1926	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 1016	Texas Highway Dept.	TETCO	P	10/11/1956	Unrecorded		Y	N
16-A	S.H. 336	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	F.R. 2062	Texas Highway Dept.	TETCO	P	10/25/1956	Unrecorded		Y	N
16-A	Jackson Rd	Texas Highway Dept.	TETCO	P	12/06/1956	Unrecorded		Y	N
16-A	County Rds	Hidalgo County	TETCO	E	01/08/1957	Unrecorded copy in file		Y	N
16-A		Hidalgo Co. Water Control & Improvement Dist. #18	TETCO	E	12/13/1956	880	50	Y	N

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk
On: Nov 16, 1999 at 08:57A
As a
Recording
Document Number: 823204
Total Fees : 25.00
Receipt Number - 249359
By,
Norma Garza

823206

QUITCLAIM DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS §

That Texas Eastern Transmission Corporation, a Delaware Corporation, 4500 Westheimer Court, Houston, Texas, 77056 - 5310 for and in consideration of the sum of ten ($10.00) dollars and other valuable consideration paid by Mission Pipeline Corporation, a Texas Corporation, 3700 Buffalo Speedway, Suite 1100, Houston, Texas 77098-2705, the receipt of which is hereby acknowledged, have quitclaimed, and by these presents do quitclaim, unto said Mission Pipeline Corporation, all right, title, interest, claim, and demand in and to a certain tract of land situated in Hidalgo County, Texas,

A tract out of Tract Ten (10), Los Ejidos de Reynosa Viejo Grant, Hidalgo County, Texas, being described as follows:

BEGINNING at a point where the North line of Tract 10, Los Ejidos de Reynosa Viejo Grant, intersects the present West boundary line of Farm to Market Road 1427 (also known as the Abram Highway);

THENCE, North along said FM 1427 West boundary line, 14.6 feet;

THENCE, at right angle to the left (West) 345 feet to a point, the Northwest corner of Block 10A;

THENCE, at right angle to the left (South) 200 feet to a point to the Place of Beginning, which is also the Northwest corner of Lot 5, Block 10A;

THENCE, at right angle to the left (East) 140 feet to a point, the Northeast corner hereof;
THENCE, at right angle (South) 50 feet to a point, the Southeast corner hereof;

THENCE, at right angle (West) 140 feet to a point, the Southwest corner hereof;

THENCE, at right angle (North) 50 feet to the Place of Beginning, the Northwest corner of Lot 5, Block 10A of the Wood Subdivision (unrecorded) of Tracts 10, 11 and 12, Los Ejidos de Reynosa Viejo Grant, hidalgo County, Texas.

SUBJECT TO:

Easements and reservations as may be reflected by the map and plat of record in Volume 7, pages 5-8, Map Records of Hidalgo County, Texas;

Easement dated October 10, 1956 from Conan T. Wood and wife, Ella G. Wood to Texas Eastern Transmission Corporation, recorded in Volume 874, Page 192, Deed Records of Hidalgo County, Texas;

Easement dated January 24, 1973, from Conan T. Wood, Trustee to A. Wayne Wood, II, recorded in Volume 1349, Page 789, Deed Records of Hidalgo County, Texas; and;

Oil and Gas Lease dated April 4, 1979, from Conan T. Wood, et al to Gas Producing Enterprises, inc., and recorded in Volume 382, Page 394, Oil and Gas Lease Records of Hidalgo County, Texas.

With all and singular of Texas Eastern Transmission Corporation's right, title, interest, estate, claim, and demand in and to the hereditaments and appurtenances thereto belonging or in any wise pertaining.

To Have and Hold the above released rights, titles, interests, claims, and demands, to said Mission Pipeline Corporation, its successors and assigns, forever, so that neither Texas Eastern Transmission Corporation or its successors and assigns, shall have any right or title to or interest in such property, premises, or appurtenances, or any part thereof, at any time hereafter.

This Quitclaim Deed is executed pursuant to and is nevertheless subject to the terms of the Facilities Sale Agreement dated July 23, 1999, between Texas Eastern Transmission Corporation and Mission Pipeline Company.

Executed this 1st day of November, 19999.

Texas Eastern Transmission Corporation

By: Robert B. Evans

Mailing Address of each Grantee
Name: Mission Pipeline Company
3700 Buffalo Speedway
Suite 1100
Houston, Texas 77098-3705

STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 1999.

[SEAL]
ADAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
08-04-2000

Adair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

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Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Nov 16,1999 at 08:57A

As a
Recording

Document Number: 823206
Total Fees : 13.00

Receipt Number - 249359
By,
Norma Garza

STATE OF TEXAS)
)
COUNTRY OF HARRIS)

BILL OF SALE AND CONVEYANCE

This Bill of Sale and Conveyance ("Conveyance") is entered into and conferred this 4th day of November, 1999 by and between TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation with offices at 5400 Westheimer Court, Houston, Texas 77056 ("Grantor") and Mission Pipeline Company., a Texas corporation with offices at 3700 Buffalo Speedway, Suite 1100, Houston, Texas 77098-3705 ("Grantee").

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby convey to Grantee, to the full extent of its power to do so, all its right, title and interest in and to and under or derived from the following described Pipeline, together with all fittings, tie-overs, valves, and other appurtenances, above or below ground, necessarily incident thereto:

Tabsaco Lateral Facilities

Facility	Pipe Diameter (Inches)	Length (Miles)	Location (County)	Design Capacity
Line 16-A	8"	18.45	Hidalgo, TX	40 MMCF/D
Associated Sublateral:				
16-A-1	4"	0.37	Hidalgo, TX	6 MMCF/D

together with the benefit of and right to enforce covenants and warranties against Grantor's predecessor in interest. This Conveyance is executed pursuant and subject to the terms of the Facilities Sales Agreement dated July 23, 1999 between Grantor and Grantee, the provisions of which are hereby incorporated herein as though set out in full. This Conveyance shall be interpreted in connection with such Facilities Sales Agreement.

This Conveyance is intended to deal exclusively with the physical facilities above described and shall not be deemed to convey any estate in the real property upon which same are situated.

EXECUTED on the date and year first above written.

TEXAS EASTERN TRANSMISSION CORPORATION

By: Robert B. Evans GW

Title: PRESIDENT

MISSION PIPELINE COMPANY.

By: J. C. D.

Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT B. EVANS, PRESIDENT of TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 1ST day of November, 19 99

[SEAL]

ABAIR HICKMAN
Notary Public, State of Texas
My Commission Expires
09-04-2000

Abair Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires:

STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Dearing, President of MISSION PIPELINE COMPANY., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 2nd day of November, 1999.

[SEAL]

Carol S Hickman
NOTARY PUBLIC
In and For the State of Texas

My Commission Expires: 8/14/2003

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Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Nov 16, 1999 at 08:57A

As a
Recording

Document Number: 823205
Total Fees : 13.00

Receipt Number - 249359
By,
Norma Garza

EXHIBIT H

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2021

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

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

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN114678802-Stnd-Poll-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Lonestar Pipeline Company, LLC c/o Kindle Energy LLC 500 Alexander Park Drive, Suite 300 Princeton, NJ 08540	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest National Insurance Co — 10120 **INSURER B :** Associated Electric & Gas Ins Svcs Ltd — 3190004 **INSURER C :** Ironshore Specialty Insurance Company — 25445 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-006755730-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EN4GL00454-211	06/17/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			EN4CA00681-211	06/17/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XL5928401P	06/17/2021	05/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EN4WC00235-211	05/17/2021	05/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Legal Liability			ISPILLSCAKTE001	06/17/2021	05/01/2022	Limit: Deductible:	10,000,000 100,000

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

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
203 Newcome Ave
Pharr, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee

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Factory Mutual Insurance Company
1 Country View Road
Suite 200
Malvern, Pennsylvania
19355
United States of America
Tel: (1) 610 296-3100
Fax: (1) 610 993-0892

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.: 1087052
Account No.: 1-83296

Policy Term
Effective Date: 17 June 2021
Expiration Date: 01 May 2022

NAMED INSURED:

Viva Alamo Holdings LLC

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.: 0003
INDEX No.: 000248.51

Frontera Energy Center
900 S Goodwin Rd
Mission, Texas 78572-2463, USA

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	USD 20,000,000

CERTIFICATE TERM:

Effective: 17 June 2021
Expires: 01 May 2022

Real and Personal Property coverage applies to the location referenced above.

APPROXIMATELY 20 MILE LONG 8 INCH NATURAL GAS PIPELINE CONSISTING OF THE TABASCO LATERAL BETWEEN SITE NO. 5 TGPL PIPELINE TIE-IN & METER FACILITY AND SITE NO. 3 TETCO PIPELINE INCLUDING THE FRONTERA LATERAL, WHICH IS 1/2 MILE LONG 10 INCH PIPE, WHICH CONNECTS THE TABASCO LATERAL TO THE FRONTERA PLANT.

Certificate No: 00002-001

Lonestar Pipeline Company, LLC c/o Kindle Energy LLC
500 ALEXANDER PARK DRIVE, SUITE 300
PRINCETON, New Jersey 08540, USA

Danielle M Harrison

Authorized Signature / Issue Date
Danielle M Harrison / 16 July 2021

For questions, contact: David O'Donnell

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RANKING MATRIX
Score Summary

PROJECT NAME: 8" LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA 365 TOLL PROJECT

DATE: 3/4/2022

FIRM NAME	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	EVALUATOR #4	EVALUATOR #5	TOTAL	RANK	
Strike, LLC	**92**	**94**	**95**	**96**	**96**	**473**	**1**	
Miller Bros.	**45**	**35**	**37**	**37**	**48**	**202**	**2**	
Venables Construciton Inc.	**0**	**0**	**0**	**0**	**n.a.**	**0**	**3**	did not attend MANDETORY pre-bid meeting

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2022-27

CONSIDERATION AND APPROVAL OF AGREEMENTS WITH AEP FOR PARTICIPATION IN RELOCATION OF HIGH VOLTAGE TRANSMISSION LINE FOR 365 TOLLWAY PROJECT

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

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

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

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

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

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

WHEREAS, AEP Transmission has submitted an original estimate of $4,421,590.57 for utility agreements U-0031-047 and U-0032-039 with the Authority to conform with the provisions of 23CFR Section 635.309; and,

WHEREAS, AEP Transmission is eligible for cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, upon determination of the appropriate eligibility ratio. There is no declared salvage; nor betterment for this adjustment; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-27, approval and authorization to enter agreements with AEP Transmission for participation in relocation of high voltage transmission lines for 365 Tollway Project.

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

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

Section 2. The Board hereby approves Resolution 2022-27 authorization and approval to enter into utility agreements U-0031-047 and U-0032-039 with AEP Transmission. he Authority to conform with the provisions of 23CFR Section 635.309; and,

Section 3. The Board hereby authorizes AEP Transmission agreementsin substantially the form as the documents attached hereto as Exhibit A and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel.

•••••

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENTS

BETWEEN

AEP TRANSMISSION

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

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STANDARD UTILITY AGREEMENT

U-Number: **U-0031+047**

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, **("Authority**"), and **AEP Transmission,**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: removal and relocation of overhead electrical powerlines and poles from approximate Station 1273+00; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

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acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost $ N/A as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement.

Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of _____ as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

DB 15-Nov-2021

Initial	Date		Initial	Date
HCRMA			Utility	

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- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.

This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority.** However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

DS
DB 15-Nov-2021

Initial	Date		Initial	Date
HCRMA			Utility	

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The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____
Name of Utility

By: DocuSigned by: Daniel Boezio 9C9AA10E665B4F2...
Authorized Signature

Daniel Boezio
Print or Type Name

Title: VP Transmission Field Services

Date: 15-Nov-2021

EXECUTION RECOMMENDED:

_____
Chief Construction Engineer, HCRMA

DS DB 15-Nov-2021

Initial	Date	Initial	Date
HCRMA		Utility	

AEP PLAN

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AEP TEXAS℠

An AEP Company

Proposed SH-365 Toll Road Relocations

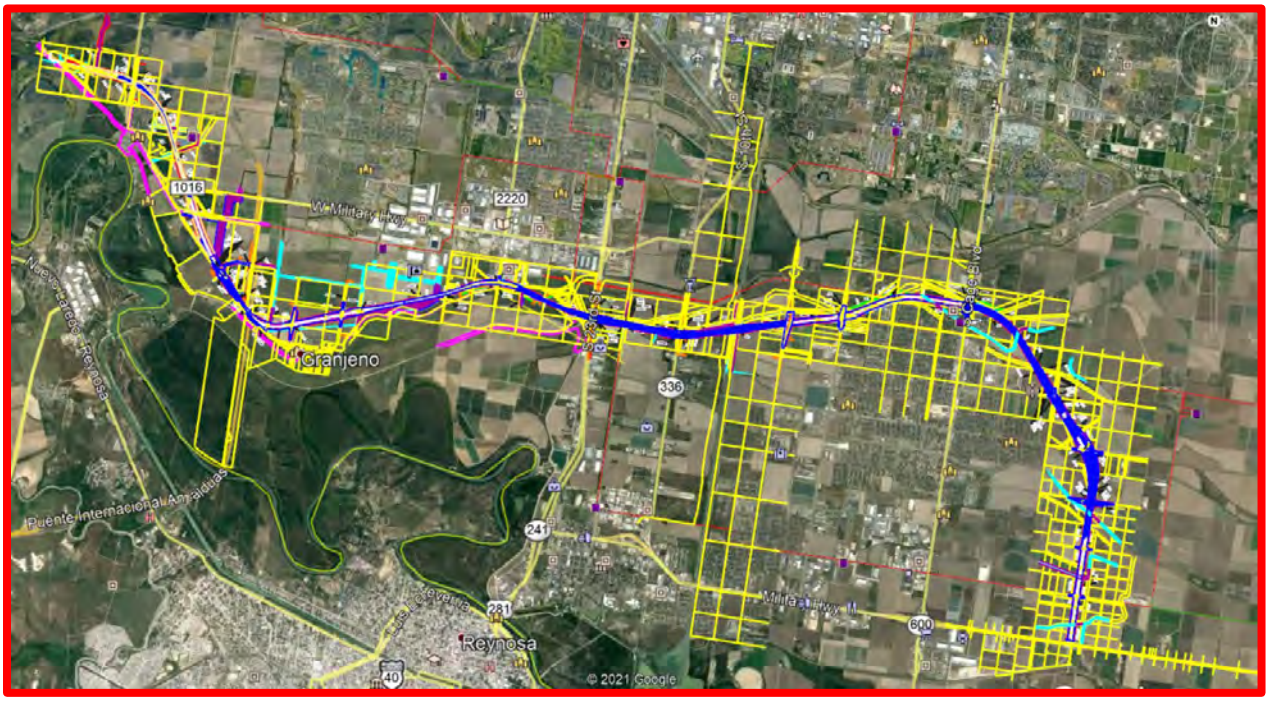

Figure 1. HCRMA's Proposed SH-365 Toll Road Overview Map

Project Location: Las Milpas, TX (Latitude & Longitude: 26.118°, -98.199°)

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Figure 2. AEP Conflict Areas 1, 2, and 3

Affected Assets:

Line Name	AEP Equipment Number	Conflict Area
South McAllen – Stewart Road	TLN169:07125	1, 2
South McAllen – Las Milpas (MVEC)	TLN169:01094	3

WORK TO BE PERFORMED

Hidalgo County Regional Mobility Authority (HCRMA) plans to build a new toll road, SH 365, across Hidalgo County, Texas. Their plans also include the relocation of drainage channels, relocation of a levee, and installation of numerous irrigation structures. Two AEP Texas transmission lines are affected; South McAllen – Stewart Road 138kV line (two conflict areas) and South McAllen – Las Milpas (MVEC) 138kV line (one conflict area). As a result, AEP must relocate several transmission structures to accommodate HCRMA's plans.

This project will abide by all TXDOT requirements. All material ordered and purchased to meet BUY AMERICA requirements. HCRMA will be responsible for 100% of the costs on this relocation project.

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This scope includes the re-location of transmission structures on our existing alignment. Significant Regulatory and ROW issues prevent us from proposing a re-route or new alignment.

Conflict Area #1 – Existing structure 5/7 is currently within the proposed right-of-way of the toll road. AEP will remove existing structure 5/7 and replace it with a new structure approximately 30 feet north on the existing centerline.

It is assumed based on preliminary engineering that the structures on either side of proposed structure 5/7 will not be negatively impacted by the new structure location.

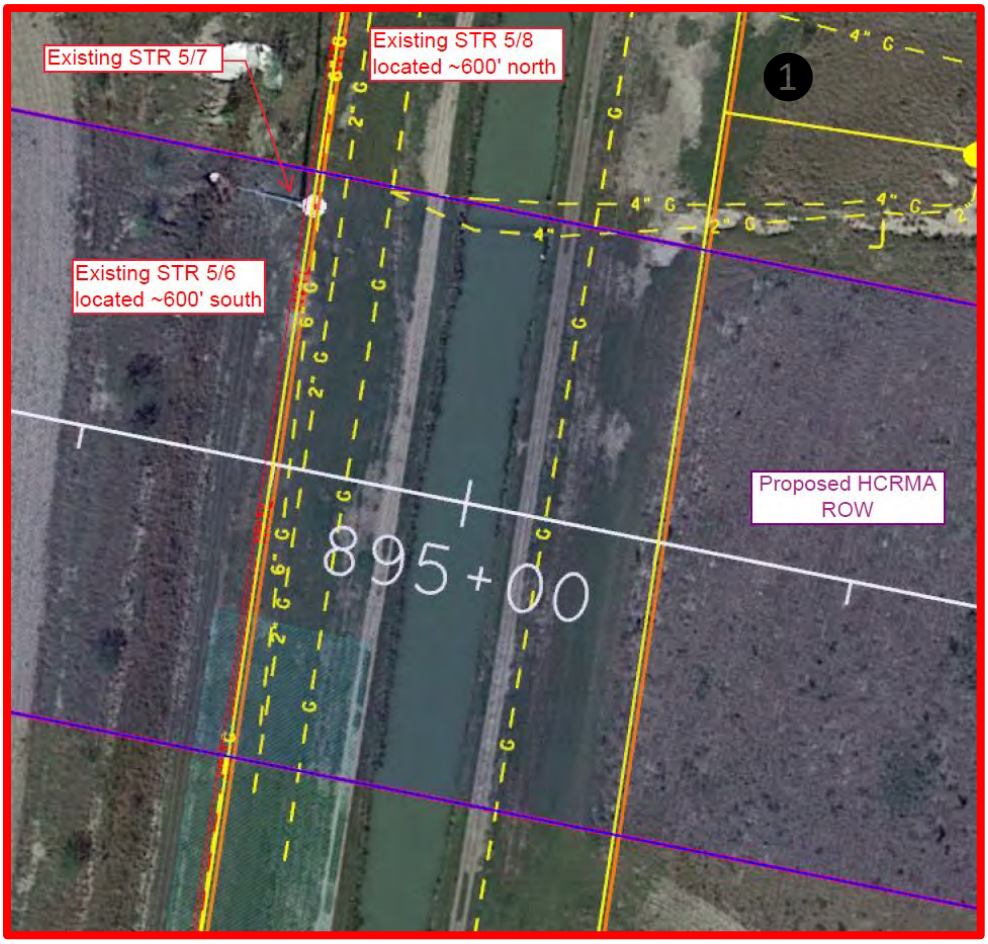

Figure 3. Conflict Area 1; Structure 5/7

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Conflict Area #2 – Existing structure 3/5 is not only within the proposed right-of-way of the toll road, but also at the location of a proposed bridge. Structure 3/5 will be removed and replaced with a new structure approximately 150’ east of the existing location. As a result, structures 3/3, 3/4, and 3/6.

This conflict area is located in close proximity to an airport. AEP must file with the FAA and abide by all FAA requirements for the given location.

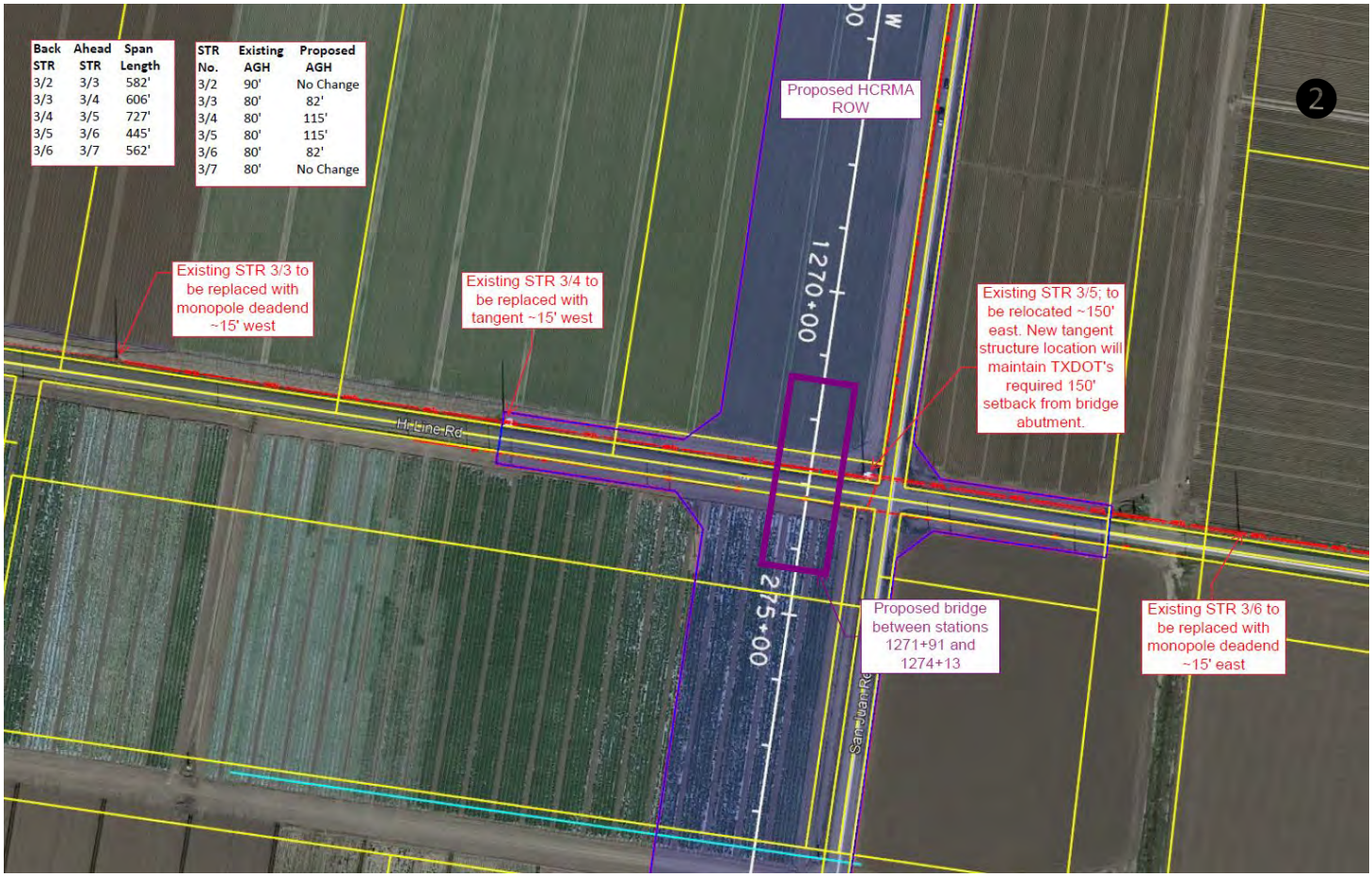

Figure 4. Conflict Area #2; STR 3/3-3/6

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Conflict Area #3: In this area, structures 5/10, 5/11, and 5/12 are in conflict with the proposed toll road and relocated levee. A proposed irrigation canal is adjacent to the toll road, but the structures above are not directly impacted by it.

Due to Right-of-Way and Regulatory concerns, a re-route is not viable. New, taller structures to span over the proposed toll road and relocated levee along the existing centerline will be installed.

Additional 30' of right-of-way easement on either side of existing centerline is required to account for maximum conductor blowout.

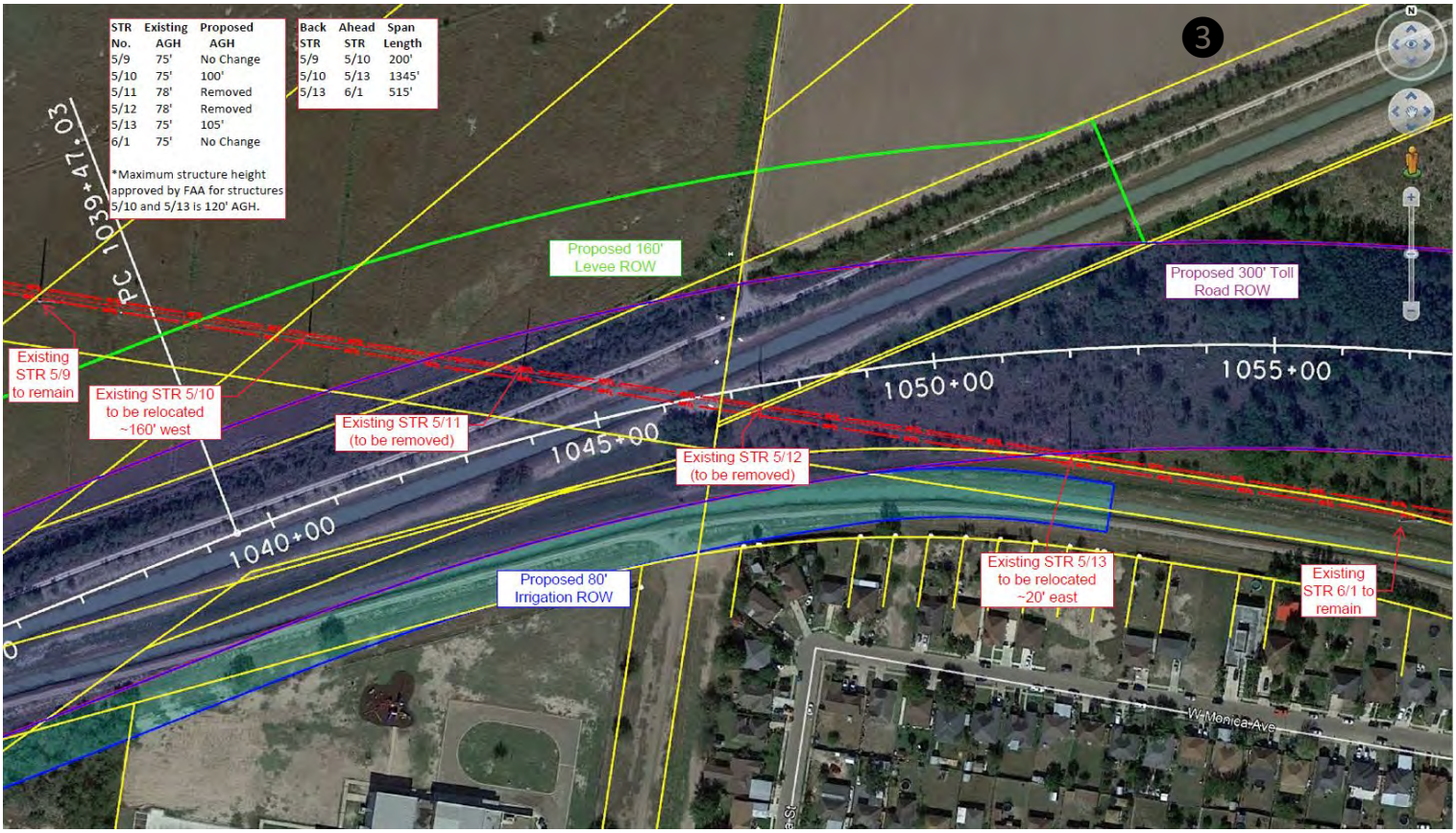

Figure 5. Conflict Area #3; STR 5/10-5/13

ESTIMATES

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Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
HCRMA SH 365 Toll Road

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Internal Labor	1	Project Manager	Hours	120.00	70.00	8,400.00
	2	Project Coordinator	Hours	120.00	50.00	6,000.00
	3	Project Controls Analyst	Hours	100.00	50.00	5,000.00
	4	Engineer	Hours	120.00	55.00	6,600.00
	5	Engineering Technologist	Hours	-	-	-
	6	Designer	Hours	80.00	40.00	3,200.00
	7	Environmental Specialist	Hours	40.00	55.00	2,200.00
	8	Siting Specialist	Hours	20.00	55.00	1,100.00
	9	Community Outreach Specialist	Hours	20.00	45.00	900.00
	10	ROW Agent (For communication with landowners during construction)	Hours	40.00	55.00	2,200.00
	11	Outage Planner	Hours	-	-	-
	12	Estimator	Hours	-	-	-
	13	Station Servicer	Hours	-	-	-
	14	Station Electrician	Hours	-	-	-
	15	Line Mechanic	Hours	-	-	-
	16	Line Servicer	Hours	-	-	-
	17	Line Crew Leader	Hours	-	-	-
	18	Lineman	Hours	-	-	-
	19	Transmission Construction Representative (Internal Inspection)	Hours	-	-	-
	20	Internal Labor Cost Adders (includes employee benefits, sick/vacation)	%	1.00	15%	6,240.00
Outside Services	1	ABM OSE - Eng & Design - (foundation design)[6]	Each	-	-	-
	2	ABM OSE - Eng & Design - CDS Muery (survey/staking)[7]	Each	1.00	52,000.00	52,000.00
	3	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Engineering)[7]	Hours	40.00	135.00	5,400.00
	4	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Other[8])[7]	Hours	44.00	141.71	6,235.24
	5	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Engineering)[7]	Hours	351.00	119.77	42,039.27
	6	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Other[8])[7]	Hours	284.00	154.03	43,744.52
	7	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Engineering)[7]	Hours	84.00	130.62	10,972.08
	8	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Other[8])[7]	Hours	-	-	-
	9	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Engineering)[7]	Hours	220.00	128.31	28,228.20
	10	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Other[8])[7]	Hours	-	-	-
	11	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Engineering)[7]	Hours	46.00	127.63	5,870.98
	12	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Other[8])[7]	Hours	8.00	181.88	1,455.04
	13	ABM OSE - Eng & Design - POWER ENGINEERS (Expenses - Incl Travel)	LS	1.00	6,058.00	6,058.00
	14	ABM OSE - Eng & Design - Structure Photos	Each	2.00	750.00	1,500.00
	15	ABM 570 - Mobilization (Cost per Structure)	Str	2.00	20,000.00	40,000.00
	16	ABM 571 - ROW Clearing (Cost per mile)	Mile	-	-	-
	17	ABM 572 - Site Work & Clearing	FT	2,112.00	5.00	10,560.00
	18	ABM 573 - Access Roads (Matting)	Each	-	-	-
	19	ABM 574 - Environmental (SWPPP - Cost per mile)	FT	2,112.00	5.00	10,560.00
	20	ABM 575 - Foundations (Cost per Foundation)	CY	107.00	1,700.00	181,900.00
	21	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	2.00	14,000.00	28,000.00
	22	ABM 582 - Wire Installation (Cost per foot of wire)	FT	12,000.00	18.00	216,000.00
	23	ABM 584 - Removal (Cost per Structure)	Str	4.00	15,000.00	60,000.00
	24	ABM 585 - Restoration (Cost per mile)	FT	2,112.00	5.00	10,560.00
	25	ABM 586 - Demobilization (Cost per Structure)	Str	2.00	2,500.00	5,000.00
	26	ABM 588 - Constr Management	Hours	225.00	100.00	22,500.00
Material	1	Conductor Wire (1222 CARDINAL ACCC)	FT	7,000.00	6.25	43,750.00
	2	Shield Wire (48 CT FIBER OPTIC, OPGW)	FT	5,000.00	2.50	12,500.00
	3*	Steel Poles	Each	2.00	60,000.00	120,000.00
	4*	Anchor Bolt Cage	Each	2.00	17,300.00	34,600.00
	5	Conductor Hardware Assemblies Per Structure	Each	2.00	5,000.00	10,000.00
	6	Sales Tax	%	1.00	6.25%	13,803.13
	7	Stores Loading	%	1.00	5.00%	11,042.50
Company Transportation	1	Transportation Costs (percentage of internal labor and expenses only - also called Fleet in invoiced items; Percentage used for estimating purposes only; DOT will only be charged actual costs) From AEP Corporate: The cost applicable to each company vehicle is assigned by the M4 fleet system to a particular Business Unit and Department ID. These costs follow the salary distribution of the assigned Department ID. Rates are based on a blend of 2019 actuals and 2020 budget numbers.	%	1.00	44.00%	18,304.00
Employee Expenses	1	Travel	Trips	3.00	2000	6,000.00
Row Acquisition Cost	1	Grants and Easements (Anticipated Maximum Offer)	Acre	4.85	100,000.00	485,000.00
	2	Legal Expenses	Hours	800.00	125.00	100,000.00
	3	Survey Expenses (Lump Sum Contract)	Acre	-	-	-
	4	Appraisal Expenses (Lump Sum Contract)	Acre	-	-	-
	5	AEP Labor	Hours	100.00	55.00	5,500.00
	6	Contractor Labor (For Acquisition Support)	Hours	1,700.00	125.00	212,500.00
Overheads	1	AEP Overhead	%	1.00	15.0%	285,513.44
CIAC	1	AEP Tax Gross-up for CIAC (Included as part of the 2018 Tax Reform Act)	%	-	0.00%	-
					Total	**2,188,936.40**

NOTES:

1) Buy America items have "*" next to them.
2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
4) Outside services will be invoiced as lump sum.
5) Supporting Construction costs consist of both labor and material for the construction activity specified
6) Cost matches proposal from CDS Muery in lump sum format (see in attached documents)
7) Cost matches proposal from POWER Engineers (see in attached documents) - Hourly costs are rounded

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Attachment "A"
STANDARD AGREEMENT COST ESTIMATE
UTILITY: AEP Texas
HCRMA SH 365 Toll Road

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Internal Labor	1	Project Manager	Hours	120.00	70.00	8,400.00
	2	Project Coordinator	Hours	120.00	50.00	6,000.00
	3	Project Controls Analyst	Hours	100.00	50.00	5,000.00
	4	Engineer	Hours	120.00	55.00	6,600.00
	5	Engineering Technologist	Hours	-	-	-
	6	Designer	Hours	80.00	40.00	3,200.00
	7	Environmental Specialist	Hours	40.00	55.00	2,200.00
	8	Siting Specialist	Hours	20.00	55.00	1,100.00
	9	Community Outreach Specialist	Hours	20.00	45.00	900.00
	10	ROW Agent (For communication with landowners during construction)	Hours	40.00	55.00	2,200.00
	11	Outage Planner	Hours	-	-	-
	12	Estimator	Hours	-	-	-
	13	Station Servicer	Hours	-	-	-
	14	Station Electrician	Hours	-	-	-
	15	Line Mechanic	Hours	-	-	-
	16	Line Servicer	Hours	-	-	-
	17	Line Crew Leader	Hours	-	-	-
	18	Lineman	Hours	-	-	-
	19	Transmission Construction Representative (Internal Inspection)	Hours	-	-	-
	20	Internal Labor Cost Adders (includes employee benefits, sick/vacation)	%	1.00	15%	6,240.00
Outside Services	1	ABM OSE - Eng & Design - (foundation design)	Each	-	-	-
	2	ABM OSE - Eng & Design - CDS Muery (survey/staking)[7]	Each	1.00	169,000.00	169,000.00
	3	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Engineering)[7]	Hours	68.00	135.00	9,180.00
	4	ABM OSE - Eng & Design - POWER ENGINEERS (Initiation - Other[8])[7]	Hours	62.00	141.17	8,752.54
	5	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Engineering)[7]	Hours	541.00	121.26	65,601.66
	6	ABM OSE - Eng & Design - POWER ENGINEERS (Design and Engineering - Other[8])[7]	Hours	463.00	155.07	71,797.41
	7	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Engineering)[7]	Hours	132.00	130.31	17,200.92
	8	ABM OSE - Eng & Design - POWER ENGINEERS (Procurement - Other[8])[7]	Hours	-	-	-
	9	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Engineering)[7]	Hours	356.00	127.61	45,429.16
	10	ABM OSE - Eng & Design - POWER ENGINEERS (Construction - Other[8])[7]	Hours	-	-	-
	11	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Engineering)[7]	Hours	74.00	128.60	9,516.40
	12	ABM OSE - Eng & Design - POWER ENGINEERS (Close-Out - Other[8])[7]	Hours	8.00	181.88	1,455.04
	13	ABM OSE - Eng & Design - POWER ENGINEERS (Expenses - Incl Travel)	LS	1.00	6,073.00	6,073.00
	14	ABM OSE - Eng & Design - Structure Photos	Str	5.00	750.00	3,750.00
	15	ABM 570 - Mobilization (Cost per Structure)	Str	5.00	20,000.00	100,000.00
	16	ABM 571 - ROW Clearing (Cost per mile)	Mile	-	-	-
	17	ABM 572 - Site Work & Clearing	FT	5,600.00	5.00	28,000.00
	18	ABM 573 - Access Roads (Matting)	Each	-	-	-
	19	ABM 574 - Environmental (SWPPP - Cost per mile)	FT	5,600.00	5.00	28,000.00
	20	ABM 575 - Foundations (Cost per Foundation)	CY	60.00	1,700.00	102,000.00
	21	ABM 581 - Structure & Framing Installation (Cost per Structure)	Str	5.00	14,000.00	70,000.00
	22	ABM 582 - Wire Installation (Cost per foot of wire)	FT	7,670.00	18.00	138,060.00
	23	ABM 584 - Removal (Cost per Structure)	Str	5.00	15,000.00	75,000.00
	24	ABM 585 - Restoration (Cost per mile)	FT	5,600.00	5.00	28,000.00
	25	ABM 586 - Demobilization (Cost per Structure)	Str	5.00	2,500.00	12,500.00
	26	ABM 588 - Constr Management	Hours	225.00	100.00	22,500.00
Material	1	Conductor Wire (795 DRAKE ACSS)	FT	5,750.00	1.75	10,062.50
	2	Shield Wire (48 CT FIBER OPTIC, OPGW)	FT	1,920.00	2.50	4,800.00
	3*	Steel Poles	Each	5.00	25,000.00	125,000.00
	4*	Anchor Bolt Cage	Each	2.00	20,000.00	40,000.00
	5	Conductor Hardware Assemblies Per Structure	Each	5.00	2,500.00	12,500.00
	6	Sales Tax	%	1.00	6.25%	12,022.66
	7	Stores Loading	%	1.00	5.00%	9,618.13
Company Transportation	1	Transportation Costs (percentage of internal labor and expenses only - also called Fleet in invoiced items; Percentage used for estimating purposes only; DOT will only be charged actual costs) From AEP Corporate: The cost applicable to each company vehicle is assigned by the M4 fleet system to a particular Business Unit and Department ID. These costs follow the salary distribution of the assigned Department ID. Rates are based on a blend of 2019 actuals and 2020 budget numbers.	%	1.00	44.00%	18,304.00
Employee Expenses	1	Travel	Trips	3.00	2000	6,000.00
Row Acquisition Cost	1	Grants and Easements (Anticipated Maximum Offer)	Acre	12.80	32,000.00	409,600.00
	2	Legal Expenses	Hours	550.00	125.00	68,750.00
	3	Survey Expenses (Lump Sum Contract)	Acre	-	-	-
	4	Appraisal Expenses (Lump Sum Contract)	Acre	-	-	-
	5	AEP Labor	Hours	100.00	55.00	5,500.00
	6	Contractor Labor (For Acquisition Support)	Hours	1,325.00	125.00	165,625.00
Overheads	1	AEP Overhead	%	1.00	15.0%	291,215.76
CIAC	1	AEP Tax Gross-up for CIAC (Included as part of the 2018 Tax Reform Act)	%	-	0.00%	-
					Total	**2,232,654.17**

NOTES:

1) Buy America items have "*" next to them.
2) Form 1818 will be provided for necessary materials at the time of invoicing for this project.
3) AEP considers all removed materials to be unsalvageable. No salvage credit is included.
4) Outside services will be invoiced as lump sum.
5) Supporting Construction costs consist of both labor and material for the construction activity specified
6) Cost matches 4 proposals from CDS Muery in lump sum format (see in attached documents)
7) Cost matches proposal from POWER Engineers (see in attached documents) - Hourly costs are rounded

AEP Department of Transporation Report

2018 Estimate

Estimate Title: 138kV_Las Milpas MVEC - S. McAllen 1 _HCRMA_C_
Operating Company: AEP Texas Central Company
Project: A15036003

Description	UM	Quantity	Total Loaded Cost
Labor Costs - External			
Engineering - Contract	HR	370.00	64,646
Contract ROW Agent	HR	108.00	13,473
Structure Photos	EA	2500.00	2,912
Survey: LIDAR/Aerial Photos	MI	11000.00	12,813
OS Environmental Support / Water & Ecological	HR	40.00	3,062
Geotechnical	EA	5.00	17,472
Inspection (Contract TCR)	HR	93.00	12,286
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,062
SWPPP	LS	30000.00	34,944
Survey: Line	MI	17000.00	19,802
Labor Costs - External Subtotal			**184,472**
Labor Costs - Internal			
Graphics Tech.	HR	43.00	3,480
Project Manager	HR	96.00	14,785
Expense (Travel)	EA	3.00	1,566
Project Coordinator	HR	58.00	5,905
Inspection (AEP TCR) Expenses	WK	3.00	3,132
Environmental Support / Land Environment & Remediation	HR	40.00	4,908
TLE Engineer	HR	111.00	13,329
Inspection (AEP TCR)	HR	93.00	10,925
Telecom Transport	HR	80.00	10,650
TLE ROW Agent	HR	108.00	13,485
Environmental Support / Water & Ecological	HR	40.00	4,908
Labor Costs - Internal Subtotal			**87,072**
Supporting Construction Costs			
Telecom Material		1200.00	1,526
Telecom Contract Labor		6200.00	7,867
Fences / Gates / Culverts	LS	4000.00	5,075
SWPPP Erosion Control	LS	15000.00	19,032
Traffic Control	LS	14565.00	18,480
Damages	MI	7000.00	8,882
Hydrovac	CF	600.00	9,029
Contract Labor	MI	18657.00	23,672
Road Construction	LS	3000.00	3,806
Clearing and Site Work	AC	15750.00	19,984
Clean Up	MI	5000.00	6,344
Contract Labor Mobilization	LS	35000.00	44,408
Supporting Construction Costs Subtotal			**168,104**
Conductor / Shield Wire			
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS	FT	2300.00	18,761
7#8 ALUMOWELD AW 7	FT	2300.00	5,297
SUWANNEE/ACSS/TW, 959.6 MCM TYPE 16	FT	6770.00	43,059
Conductor / Shield Wire Subtotal			**67,117**
Poles and Fixtures			
SC BRACED POST 138KV - 795-1272 - WPE ASSEMBLIES	EA	3.00	12,350
SC 1-POLE DE SELF-SUPPORTING 138KV - 795-1272 - ASSEME	EA	2.00	31,245
CUSTOM STEEL Tangents D/C Capbl 2-96ft & 1-93ft	EA	3.00	94,308
Pier Foundations and Concrete Backfill	CY	100.00	88,816
CUSTOM STEEL POLE 84 ft and 85 ft Dead-ends	EA	2.00	142,130
Poles and Fixtures Subtotal			**368,849**
Right of Way			**207,100**
Removal			**39,627**
		Grand Total	**1,122,341**

AEP Department of Transporation Report

2018 Estiamte

Estimate Title: 138kV_S. McAllen - Stewart Rd Crossing 1 Revised_C_
Operating Company: AEP Texas Central Company
Project ID: A15036003

Description	UM	Quantity	Total Loaded Cost
Labor Costs - External			
Structure Photos	EA	1000.00	1,165
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,062
SWPPP	LS	30000.00	34,944
Survey: Line	MI	16250.00	18,928
Contract ROW Agent	HR	90.00	11,227
Inspection (Contract TCR)	HR	17.00	2,246
Engineering - Contract	HR	264.00	46,126
OS Environmental Support / Water & Ecological	HR	40.00	3,062
Labor Costs - External Subtotal			**120,760**
Labor Costs - Internal			
Project Manager	HR	80.00	12,321
Inspection (AEP TCR)	HR	17.00	1,997
TLE Engineer	HR	80.00	9,606
TLE ROW Agent	HR	90.00	11,238
Environmental Support / Water & Ecological	HR	50.00	6,134
Project Coordinator	HR	48.00	4,887
Expense (Travel)	EA	3.00	9,397
Telecom Transport	HR	80.00	10,650
Environmental Support / Land Environment & Remediation	HR	80.00	9,815
Inspection (AEP TCR) Expenses	WK	1.00	1,044
Graphics Tech.	HR	26.00	2,104
Labor Costs - Internal Subtotal			**79,194**
Supporting Construction Costs			
Damages	MI	8000.00	10,150
Hydrovac	CF	300.00	4,514
Clearing and Site Work	AC	1000.00	1,269
Fences / Gates / Culverts	LS	2000.00	2,538
Contract Labor Mobilization	LS	35000.00	44,408
Road Construction	LS	5000.00	6,344
Contract Labor	MI	10720.00	13,602
Telecom Material		200.00	254
Clean Up	LS	5000.00	6,344
Traffic Control	LS	3000.00	3,806
Telecom Contract Labor		2000.00	2,538
Supporting Construction Costs Subtotal			**95,767**
Conductor / Shield Wire			
FALCON-ACSS, 1590 MCM 54/19 STR	FT	2000.00	15,177
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS L	FT	667.00	5,441
Conductor / Shield Wire Subtotal			**20,618**
Poles and Fixtures			
SC BRACED POST 138KV - 1590 ACSR 45/7 - WPE	EA	1.00	4,404
Pier Foundations and Concrete Backfill	CY	100.00	5,329
115 ft CLASS H10 STEEL POLE - VALMONT GALVANIZED	EA	1.00	25,907
Poles and Fixtures Subtotal			**35,640**
Right Of Way			**30,250**
Removal			**39,627**
		Grand Total	**421,856**

AEP Department of Transportation Report

Estimate Title: 138kV_S. McAllen - Stewart Rd 138 kV Crossing 2 Rev_20160608_C_A_D.4

Operating Company: AEP Texas Central Company

2018 Estiamte

Description	UM	Quantity	Total Loaded
Labor Costs - External			
Inspection (Contract TCR)	HR	100.00	13,714
Contract ROW Agent	HR	80.00	10,352
SWPPP	LS	30000.00	36,273
Survey: Line	MI	18500.00	22,368
Structure Photos	EA	5000.00	6,046
OS Environmental Support / Land Environment & Remediation	HR	40.00	3,178
Survey: LIDAR/Aerial Photos	MI	11750.00	14,207
OS Environmental Support / Water & Ecological	HR	20.00	1,589
Geotechnical	EA	6.00	21,764
Labor Costs - External Subtotal			**129,491**
Labor Costs - Internal			
TLE Engineer	HR	101.00	12,329
TLE ROW Agent	HR	80.00	10,159
Environmental Support / Water & Ecological	HR	20.00	2,494
Project Manager	HR	80.00	12,525
Environmental Support / Land Environment & Remediation	HR	40.00	4,988
Inspection (AEP TCR)	HR	100.00	11,941
Telecom Transport	HR	80.00	10,827
Expense (Travel)	EA	6.00	19,106
Inspection (AEP TCR) Expenses	WK	5.00	5,307
Project Coordinator	HR	48.00	4,968
Graphics Tech.	HR	30.00	2,468
Labor Costs - Internal Subtotal			**97,112**
Supporting Construction Costs			
Damages	MI	3000.00	3,948
Clearing and Site Work	AC	1000.00	1,316
Fences / Gates / Culverts	LS	3200.00	4,212
Contract Labor Mobilization	LS	35000.00	46,064
Hydrovac	CF	600.00	8,585
Contract Labor	MI	10053.00	13,231
Road Construction	LS	3000.00	3,948
Telecom Material		600.00	791
Traffic Control	LS	3325.00	4,376
Clean Up	LS	5000.00	6,580
Telecom Contract Labor		3200.00	4,212
Supporting Construction Costs Subtotal			**97,263**
Conductor / Shield Wire			
DRAKE-ACSS, 795 MCM 26/7 STR	FT	5800.00	37,023
CABLE, FIBER OPTIC, OPGW, 0.646 IN OD, 48F (SMF-28), (1) SS LOOSE TUBE, 0.4932 LB/FT, 2.028 FT/LB, STD PKG:	FT	1950.00	17,165
Conductor / Shield Wire Subtotal			**54,188**
Poles and Fixtures			
SC 1-POLE DE SELF-SUPPORTING 138KV - 795-1272 - CUSTOM	EA	4.00	67,940
Steel Dead-End Structures	EA	4.00	309,580
Concrete - Anchor Bolt Foundation for D-Ends	CY	160.00	147,403
SC 1-POLE RC - FRM ASSY W/O BRKT - SELF-SUPPORT - 138KV - 795-1272 - WPE	EA	1.00	3,789
Poles and Fixtures Subtotal			**528,712**
Right of Way			**151,250**
Removal			**32,629**
		Grand Total	**1,090,645**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*****

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

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

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

ATTACHMENT D-2

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 29

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

THIS RESOLUTION is adopted this 26th day of April 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, in July 27, 2021, the Authority extended the agreement with Hilltop Securities to provide Financial Advisory Services; and

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

WHEREAS, the Authority has determined it is necessary to enter into an addendum with Hilltop Securities, an agreement with Hilltop Securities Asset Management, an expansion of the Hilltop Securities Agreement for Financial Advisory Services, to provide Investment Advisory Services for the proceeds from the Senior Lien Toll and Vehicle Registration Revenue Bonds Series 2022A and Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bond Series 2022B issued by 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 Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the Hidalgo County Regional Mobility Authority hereto attached as Exhibit A as an addendum to the Hilltop Securities agreement.

Section 3. The Board authorizes the Executive Director to execute the Investment Advisory Services Agreement between Hilltop Securities Asset Management, LLC and the

Hidalgo County Regional Mobility Authority, as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of April, 2022, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

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

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

I. Terms and Conditions

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

II. Investment Advisory Services

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

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

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

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

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

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

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

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

III. Representations

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

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

C. The Investor agrees to:

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

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

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

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

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

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

IV. Fees and Costs of HSAM

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

V. Reporting and Account Statements

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

VI. Other Services

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

VII. Execution of Investment Transactions

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

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

VIII. Selection of Brokers

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

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

IX. Non-Exclusive Relationship

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

X. Instructions from the Investor

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

XI. Transactions Subject to Industry Regulations and Standards

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

XII. Assignment

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

XIII. Term and Investor's Right of Cancellation

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

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

XIV. Custodial Arrangements

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

XV. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. HSAM Covenants.

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

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____ _____
Signature of Investor Date

_____
Print Name

_____
Capacity of Signatory

_____
Address

_____

_____

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

_____ _____
Signature of Officer Date

_____
Print Name

_____
Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

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

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

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

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

Appendix A

HCRMA Investment Policy

Appendix B

Hilltop Securities Asset Management, LLC

Cyber Security Insurance Certificate

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-30

APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONALS SERVICES AGREEMENT WITH TERRACON FOR INVESTIGATIVE CMT TESTING OF ARCHEOLOGICAL SITES FOR TEXAS HISTORICAL COMMISSION PERMIT IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of April, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

WHEREAS on September 28, 2021 the Hidalgo County Regional Mobility Authority approved 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; and,

WHEREAS on September 28, 2021 Authority approved 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; and

WHEREAS the Authority finds it necessary to approve Resolution 2022-30 **Consideration and Approval of Work Authorization Number 2 to the Professional Services Agreement with** Terracon Consultants, Inc., in the amount of $174,773.04 for investigative construction materials testing of archaeological sites for the Texas Historical Commission permit on 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 Number 2 with** Terracon Consultants, Inc., for Construction Material Testing Services in the amount of $174,773.04, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute **Work Authorization Number 2 to 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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

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: **{ The following scope of work provides the implementation of archaeological preservation of seven sites (41HG249-41HG255) and archaeological monitoring during construction activities in and around those same seven sites during the construction of the new 365 Tollway. Collect and preform preconstruction testing of the soil to determine whether the construction equipment and fill material load limits are allowable without causing compression or warpage of the artifact and feature components of the site. Prior to construction activities occurring in (or around) any archaeological site, soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring.**(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, 2023 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 $174,773.04 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

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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.

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.

ATTACHMENT A
GENERAL PROVISIONS

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) (HDR Engineering)
ENGINEER shall mean Terracon Consultants, 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	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 Collect and preform preconstruction testing of the soil to determine whether the construction equipment and fill material load limits are allowable without causing compression or warpage of the artifact and feature components of archaeological preservation of sites and archaeological monitoring during construction activities in and around those same sites during the construction of the new 365 Tollway. Prior to construction activities occurring in (or around) any archaeological site, soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring.

Length: 12.23 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

Contract is set for a proposed one (1) year fixed period of time, during that period of time the Engineer will be responsible for a limited number of tests, or if additional work shall be added via a supplemental agreement on current project and 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.).

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. Soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring. The five tests (and their frequency) will include:

- Particle size distribution

Soil samples will be subjected to sieve analysis (ASTM D 422) at a geotechnical laboratory to determine soil particle size distribution.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- pH value

Soil samples will be tested for pH (ASTM D 4972) at a geotechnical laboratory. The pH readings for most of the site locations is suspected to be 8.0 or greater.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Redox potential (Eh)

In addition to pH values above, soil samples will be tested at a geotechnical laboratory for oxidation-reduction (redox) potential (ASTM G200 or Hach field test tubes).

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Compressive strength

Soil samples will be tested for unconfined compressive strength (ASTM D 2166) at a geotechnical laboratory (collected with shelby tube or split-spoon method)

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Permeability (also known as hydraulic conductivity)

Soil samples will be tested for saturated hydraulic conductivity (ASTM D 5084) at a geotechnical laboratory.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months

7. For the baseline tests, the geotechnical testing firm will utilize low ground pressure equipment or construction matting to minimize the ground loading over the in-situ soil of the archaeological site to collect soil samples. This operation will be monitored by an archaeologist. The monitoring tests will begin after 5-foot of fill has covered the in-situ soil and will utilize standard geotechnical equipment. An archaeologist will be present during the collection of soil samples for monitoring tests. At the conclusion of the project, post-construction monitoring (which will be conducted under a separate THC permit) will require identical sampling (though limited to areas of the buried sites not under pavement to avoid coring brand new roadbed)

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 D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO 2

AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and 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 $174,773.04 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 June 30, 2023 , 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

SITE LOCATION

365 Toll Project ■ Hidalgo County, Texas
April 11, 2022 ■ Terracon Proposal No. P88225065

Terracon GeoReport

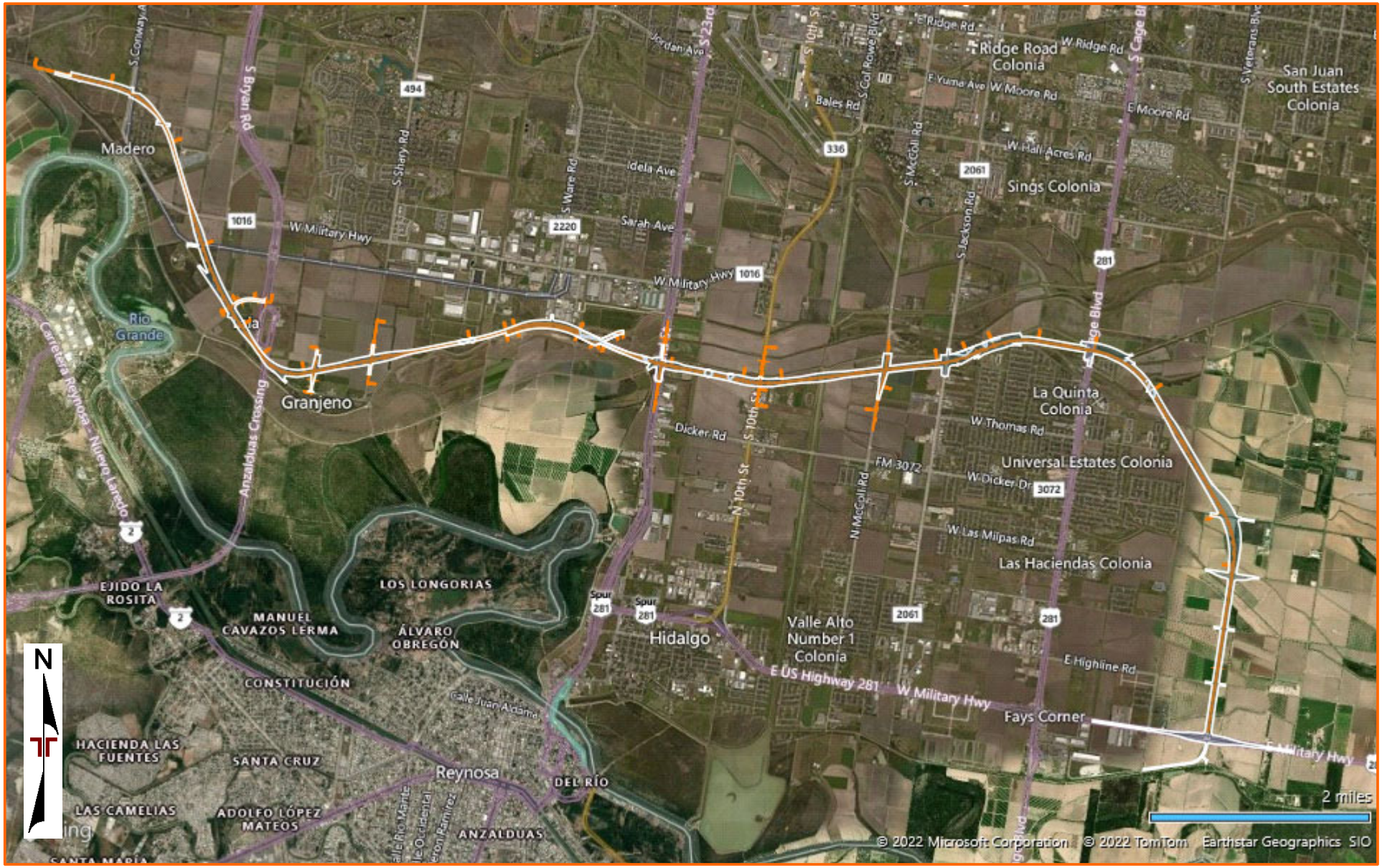

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

COST WORKSHEET: Total: $34,680.85 4/18/2022 9:39

# of Borings	Depth of Borings	Footage	# of Samples
7	8	56 ft	28
0	0	0 ft	
0	0		
0	0		
0	0		
0	0		
7 Boring(s)	**Subtotal:**	**56 ft**	**28 Samples**

Project Name - 365 Toll Project (HCRMA)
Project Location - McColl Road to US Hwy 281 and FM 396 to Anzalduas Hwy
City/State - Hidalgo County, Texas
Proposal Number - P88225065
Baseline Testing

Drilling/Field					Total
Local Mobilization	1	day(s)	$2,000.00	/day	**2,000.00**
Out-of-Town Mobilization	0	miles	$6.00	/mile	**0.00**
Moving Between Borings/Standby	7	times/hr(s)	$297.74	/hr	**2,084.18**
Driller Per Diem for 2 People/day	2	day(s)	$500.00	/day	**1,000.00**
Drilling Services	2	day(s)	$2,000.00	/ft	**4,000.00**
Borings over 50 feet	0	feet	$32.57	/ft	**0.00**
Add. Charge for Rock Coring	0	feet	$21.28	/ft	**0.00**
Field Tech to Stake Boring(s)	7	hour(s)	$121.67	/hr	**851.69**
Logger Trip to Site	10	hour(s)	$61.95	/hr	**619.50**
Add. Field Tech Time in Field	2	hour(s)	$61.95	/hr	**123.90**
Utility Clearance	2	hour(s)	$121.67	/hr	**243.34**
Boring Backfill	35	feet	$6.86	/hr	**240.10**
Water Reading(s)	0	hour(s)	$61.95	/hr	**0.00**
Drilling Permit(s)	$0.00	Permit Cost - Lump Sum			**0.00**
Staff Engineer (EIT) in Field	0	hour(s)	$88.00	/hr	**0.00**
Project Manager in Field	0	hour(s)	$136.40	/hr	**0.00**
Principal in Field/hr	0	hour(s)	$186.90	/hr	**0.00**
Subtotal					**$11,162.71**

Laboratory Testing					Total	
Moisture Content	28	test(s)	$15.44	/test	**$432.32**	
- 200	0	test(s)	$63.71	/test	**$0.00**	
Sieve Analysis (Gradation)	28	test(s)	$83.14	/test	**$2,327.92**	7 sites x 4 samples/site = 28 tests
Atterberg Limit	0	test(s)	$93.10	/test	**$0.00**	
Swell	0	test(s)	$192.31	/test	**$0.00**	
Unconfined Compression	28	test(s)	$66.79	/test	**$1,870.12**	
Unconsolidated Undrained	0	test(s)	$312.36	/test	**$0.00**	
Rock Compression	0	test(s)	$72.17	/test	**$0.00**	
Hydrometer	28	test(s)	$94.61	/test	**$2,649.08**	
Triaxial (set of 3)	0	test(s)	$1,484.08	/test	**$0.00**	
Consolidated Unconfined	0	test(s)	$1,286.81	/test	**$0.00**	
Hydraulic Conductivity (Perm)	28	test(s)	$385.64	/test	**$10,797.92**	
Redox Potential	28	test(s)	$66.79	/test	**$1,870.12**	Not listed
pH	28	test(s)	$53.94	/test	**$1,510.32**	
Subtotal					**$21,457.80**	

Engineering Report/Time					Total
Senior Principal	2	hour(s)	$186.90	/hr	**$373.80**
Principal	2	hour(s)	$166.32	/hr	**$332.64**
Project Manager/Engineer	4	hour(s)	$136.40	/hr	**$545.60**
Staff Engineer (EIT)	6	hour(s)	$88.00	/hr	**$528.00**
CADD Technician	2	hour(s)	$78.20	/hr	**$156.40**
Project Secretary	2	hour(s)	$61.95	/hr	**$123.90**
Subtotal					**$2,060.34**

Total: $34,680.85

COST WORKSHEET: Total: $140,092.19 4/18/2022 9:40

# of Borings	Depth of Borings	Footage	# of Samples
7	8	56 ft	28
0	0	0 ft	
0	0		
0	0		
0	0		
0	0		
7 Boring(s)	**Subtotal:**	**56 ft**	**28 Samples**

Project Name - 365 Toll Project (HCRMA)
Project Location - McColl Road to US Hwy 281 and FM 396 to Anzalduas Hwy
City/State - Hidalgo County, Texas
Proposal Number - P88225065
Monitoring Services

Drilling/Field					Total	
Local Mobilization	7	day(s)	$2,000.00	/day	**14,000.00**	
Out-of-Town Mobilization	0	miles	$6.00	/mile	**0.00**	
Moving Between Borings/Standby	49	times/hr(s)	$297.74	/hr	**14,589.26**	7 sites x 7 times = 49 hrs
Driller Per Diem for 2 People/day	14	day(s)	$500.00	/day	**7,000.00**	
Drilling Services	14	day(s)	$30.61	/ft	**428.54**	
Borings over 50 feet	0	feet	$32.57	/ft	**0.00**	
Add. Charge for Rock Coring	0	feet	$21.28	/ft	**0.00**	
Field Tech to Stake Boring(s)	49	hour(s)	$121.67	/hr	**5,961.83**	
Logger Trip to Site	70	hour(s)	$61.95	/hr	**4,336.50**	
Add. Field Tech Time in Field	14	hour(s)	$61.95	/hr	**867.30**	
Utility Clearance	14	hour(s)	$121.67	/hr	**1,703.38**	
Boring Backfill	245	feet	$6.86	/hr	**1,680.70**	
Water Reading(s)	0	hour(s)	$61.95	/hr	**0.00**	
Drilling Permit(s)	$0.00	Permit Cost - Lump Sum			**0.00**	
Staff Engineer (EIT) in Field	0	hour(s)	$88.00	/hr	**0.00**	
Project Manager in Field	0	hour(s)	$136.40	/hr	**0.00**	
Principal in Field/hr	0	hour(s)	$186.90	/hr	**0.00**	
Subtotal					**$50,567.51**	

Laboratory Testing					Total	
Moisture Content	98	test(s)	$15.44	/test	**$1,513.12**	
- 200	0	test(s)	$63.71	/test	**$0.00**	
Sieve Analysis (Gradation)	98	test(s)	$83.14	/test	**$8,147.72**	7 sites x 2 samples/site x 7 times = 98 tests
Atterberg Limit	0	test(s)	$93.10	/test	**$0.00**	
Swell	0	test(s)	$192.31	/test	**$0.00**	
Unconfined Compression	98	test(s)	$66.79	/test	**$6,545.42**	
Unconsolidated Undrained	0	test(s)	$312.36	/test	**$0.00**	
Rock Compression	0	test(s)	$72.17	/test	**$0.00**	
Hydrometer	98	test(s)	$94.61	/test	**$9,271.78**	
Triaxial (set of 3)	0	test(s)	$1,484.08	/test	**$0.00**	
Consolidated Unconfined	0	test(s)	$1,286.81	/test	**$0.00**	
Hydraulic Conductivity (Perm)	98	test(s)	$385.64	/test	**$37,792.72**	
Redox Potential	98	test(s)	$66.79	/test	**$6,545.42**	Not listed
pH	98	test(s)	$53.94	/test	**$5,286.12**	
Subtotal					**$75,102.30**	

Engineering Report/Time					Total
Senior Principal	14	hour(s)	$186.90	/hr	**$2,616.60**
Principal	14	hour(s)	$166.32	/hr	**$2,328.48**
Project Manager/Engineer	28	hour(s)	$136.40	/hr	**$3,819.20**
Staff Engineer (EIT)	42	hour(s)	$88.00	/hr	**$3,696.00**
CADD Technician	14	hour(s)	$78.20	/hr	**$1,094.80**
Project Secretary	14	hour(s)	$61.95	/hr	**$867.30**
Subtotal					**$14,422.38**

Total: $140,092.19

Scope of Work: 365 Tollway Project, Hidalgo County, TX Archaeological Preservation and Monitoring Plan

Landhawk Consulting, LLC (Landhawk) is pleased to provide cultural resources services to the Texas Department of Transportation (TxDOT) on behalf of HDR Engineering and Hidalgo County Regional Mobility Authority (HCRMA) for the 365 Tollway Project. The following scope of work provides the implementation of archaeological preservation of seven sites (41HG249-41HG255) and archaeological monitoring during construction activities in and around those same seven sites during the construction of the new 365 Tollway. In addition, since the proposed impacts to these sites (which are eligible to be listed on the National Register), this work plan had to also conform to the requirements of Section 106 of the National Historic Preservation Act (NHPA). Since the project area is currently owned by HCRMA, a political subdivision of the state, the project falls under the Antiquities Code of Texas as administered by the Texas Historical Commission (THC). Therefore, any archeological monitoring along SH 365 will require the acquisition of a Texas Antiquities Permit.

This SOW seeks to implement the requirements of the TxDOT and THC approved preservation plan (See Appendix B) set forth by Galindo (2015) and specifically Galindo (2015: Appendix B). Here, we discuss how "in-kind" fill will be installed on top of the sites to protect them against the tollway construction activities. We will also examine the number and types of soil tests to be administered prior to the beginning of construction near the previously mentioned archaeological sites. Then we highlight the monitoring plan for the entire project. Finally, we suggest a separate THC permit for post-construction monitoring and a Memorandum of Agreement (MOA).

Area of Potential Effect

The 365 Tollway (also known as State Highway 365 [SH 365]) would initially be developed as a four-lane divided controlled access toll facility divided by a grassy median with rights-of-way (ROW)

reserved for future widening for the ultimate facility when necessary. The ultimate facility would consist of six travel lanes divided by a flushed median with a concrete barrier. The 16.53-mile-long proposed project is primarily on new location within a typical 300-foot (ft) ROW, which varies from a minimum of 160 ft to a maximum of 400 ft, with a depth of impact that would vary between 4 to 5 ft throughout and at least 20 ft at bridge locations. A total of 741.03 acres of new ROW (including levee relocations and utility easements) would be required for the project, mainly from private landowners. The proposed area of potential effect (APE) begins approximately 0.9 miles (mi) (1.4 kilometers [km]) west of FM 1016/Conway Avenue and extends to approximately 1.6 mi (2.5 km) east of US 281/Military Highway.

1.0 Project History

As a result of the intensive survey of the APE for archeological resources between 2009 and 2014 by Atkins (Burden et al. 2014; Galindo 2015), nine archeological sites (41HG224, 41HG230, and 41HG249– 41HG255) were identified within the APE. Of these, seven (41HG249–41HG255) are recommended eligible for inclusion to the National Register of Historic Places (NRHP) under Criterion D, and eligible for nomination as a State Antiquities Landmark (SAL) (Burden et al. 2014). These sites in floodplain settings are repeatedly occupied, short-term prehistoric campsites that retain a high degree of integrity and significance. Types of cultural features associated with the sites include an occupation surface, thermal pit features, and concentrations of clay balls or snail shells. The TxDOT and Texas Historical Commission (THC) concurred with Galindo's (2015) recommendations on September 23, 2014, and October 3, 2014, respectively (Galindo 2015: Appendix B). As these sites cannot be avoided by having the project be rerouted, Galindo (2015) developed a preservation plan through capping the sites on behalf of the HCRMA to deposit at least 2 meters (m) of in-kind sterile fill dirt (i.e., clay over clay, loam over loam, sand over sand) over the area encompassed by the site boundaries within the APE to avoid adverse effects to the sites (Galindo 2015). It is recommended that a geologist confirm that the fill soil to be used on top of the archaeological sites are in fact 'in-kind' to those already existing on top of the sites. This preservation plan (See Appendix A), which was developed based on consultations with TxDOT and THC on November 12, 2014, and February 10, 2015, will be implemented during the life of this project.

2.0 Soil testing Plan (As developed by Galindo 2015)

The mechanical process of burying a site must be designed to ensure the site's matrix is protected during the placement of the in-kind fill. Preconstruction testing of the soil is proposed to determine whether the construction equipment and fill material load limits are allowable without causing compression or warpage of the artifact and feature components of the site. Additionally, tracked equipment is preferred for the fill placement instead of rubber-tired vehicles because the tracks more effectively distribute the weight of the equipment across a greater area (Thorne 1991a). Other experiments have shown that the placement of fill at rates between 2 and 4 ft (0.61 and 1.22 m) per day would result in a negligible degree of artifact breakage and no discernible consolidation of

midden sediments (Hester 1988). These types of considerations will prevent the upper levels of the site from being damaged by the grinding action of heavy equipment traffic.

Therefore, prior to construction activities occurring in (or around) any archaeological site, soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring. The five tests (and their frequency) will include:

- *Particle size distribution*
  Soil samples will be subjected to sieve analysis (ASTM D 422) at a geotechnical laboratory to determine soil particle size distribution.
    - Baseline test – 4 samples to be tested from each site
    - Monitoring tests – 2 samples to be tested from each site. / 6 months
- *pH value*
  Soil samples will be tested for pH (ASTM D 4972) at a geotechnical laboratory. The pH readings for most of the site locations is suspected to be 8.0 or greater.
    - Baseline test – 4 samples to be tested from each site
    - Monitoring tests – 2 samples to be tested from each site. / 6 months
- *Redox potential (Eh)*
  In addition to pH values above, soil samples will be tested at a geotechnical laboratory for oxidation-reduction (redox) potential (ASTM G200 or Hach field test tubes).
    - Baseline test – 4 samples to be tested from each site
    - Monitoring tests – 2 samples to be tested from each site. / 6 months
- *Compressive strength*
  Soil samples will be tested for unconfined compressive strength (ASTM D 2166) at a geotechnical laboratory (collected with shelby tube or split-spoon method)
    - Baseline test – 4 samples to be tested from each site
    - Monitoring tests – 2 samples to be tested from each site. / 6 months
- *Permeability (also known as hydraulic conductivity)*
  Soil samples will be tested for saturated hydraulic conductivity (ASTM D 5084) at a geotechnical laboratory.
    - Baseline test – 4 samples to be tested from each site
    - Monitoring tests – 2 samples to be tested from each site. / 6 months

For the baseline tests, the geotechnical testing firm will utilize low ground pressure equipment or construction matting to minimize the ground loading over the in-situ soil of the archaeological site to collect soil samples. This operation will be monitored by an archaeologist. The monitoring tests will begin after 5-foot of fill has covered the in-situ soil and will utilize standard geotechnical equipment. An archaeologist will be present during the collection of soil samples for monitoring tests. At the conclusion of the project, post-construction monitoring (which will be conducted under a separate THC permit) will require identical sampling (though limited to areas of the buried sites not under pavement to avoid coring brand new roadbed).

Once the soil sample testing is complete, vegetation will be removed by hand from the surface of each

archaeological site, leaving stumps and roots intact to prepare for the installation of approved fill materials (which will be confirmed by a subcontracted geologist) (Mathewson 1994). The fill will be spread using light machinery (for example: tracked bobcats/skid steers, see below) at low speed to reduce vibrations, and according to Mathewson (1994) recommendations, Landhawk will lay down a geogrid by hand to provide lateral stability and mark the top of the original ground surface. He specifies that heavy machinery (i.e., front-end loaders) may be used to place a 6-inch (15.24-cm) layer of in- kind fill over the geogrid, but that the equipment cannot directly touch the geogrid, or it will break.

In an effort to minimize the loading impacts to the in-situ soil, it is recommended that the heavy civil contractor limit their equipment to low ground pressure (LGP) construction equipment that achieves 10.0 psi or less loaded. Prior to earthwork operations, the sensitive sites will be covered with geotextile fabric. The LGP equipment will be used to manage earthwork operations for covering the in-situ soil within the archaeologically sensitive areas with 12-inch max loose lifts of in-kind soil over the geotextile fabric. The first lift over the geotextile fabric will be initially compacted with LGP equipment without the vibratory function activated. Subsequent soil lifts will be placed using LGP equipment and compacted with sheepsfoot compactor equipment or equivalent without the vibratory function activated until a soil height of 5-foot above the in-situ site soils has been achieved. Subsequent soil lifts above the 5-foot soil height will utilize standard construction equipment including the use of the vibratory function for construction and compaction up to the lines and grades in the plans.

To prevent inadvertent mixing between the archeological matrix and the covering fill material, the installation of a filter fabric that is chemically inert will be installed on top of each archaeological site. Additionally, the approved geotech firm shall ensure that the fill material does not contain displaced archeological material that could potentially contaminate the sites. While Galindo 2015 suggests the in-kind fill from sources that have been previously surveyed for cultural resources with negative results, Landhawk suggests sampling a representative sample of the fill. The volume of screened fill will be commensurate with the Council of Texas Archeologists and Texas Historical Commission survey standards for area surveys.

Three sources of soil will be utilized throughout the project:

- On site soil within the project ROW limits – The soil outside the identified archaeologically sensitive areas have been cleared through the environmental coordination process completed for the project. This soil is considered negative for cultural resources and will be referred to as CLEARED soil. In-kind CLEARED soil from within the project ROW limits will not require a cultural resource survey.
- HCRMA owned soil stockpile – This soil has been collected over the years by the HCRMA through partnerships with local Drainage Districts. This soil was generated from channel

cleaning / dredging from the Drainage Districts' maintenance operations. It is assumed that the Drainage District ditches are long standing disturbed soil which can be considered negative for cultural resources. The in-kind soils from the stockpile will not require a cultural resource survey.

- Soil source outside of the project limits – Soil source locations identified outside of the project limits will require cultural resource review. The plan is to check the source location by first utilizing a desktop review. This process will be performed under the consultation of TxDOT and THC. If THC, TxDOT, and HCRMA agree that the source location is not a candidate for a cultural resource survey, then the in-kind soil utilized from the source will not require a cultural resource survey. If the source is a candidate for a cultural resource survey, then a 5-gallon sample from every three bucket loads will be screened.

3.0 Monitoring and Reporting (As developed by Galindo 2015)

Monitoring is proposed for two stages of the site preservation process: (1) during placement of the benchmarks (described below) and in-kind fill, and (2) post-burial (which will be included in a different THC permit, to be applied for at a later date). Since the proposed method of site capping is to use a minimum of 2 m (6.6 ft) of in-kind fill, revegetation is proposed as part of the stabilization plan to ensure land surface stability, and a program of regular monitoring is also proposed to ensure that post-burial damage is minimized, as recommended by Thorne (1991a:4). Thorne (1991a) further recommends that a reference or benchmark system be established so that the site and specific loci within it can be relocated. Permanent markers shall be set, appropriate maps shall be marked, and submeter accurate Global Positioning System (GPS) data shall be gathered to indicate the location of each site benchmark (both prior to and at the completion of the installation of fill materials). Pertinent benchmark data will be both noted on the maps and contained in the final written report (Thorne 1991a:5). Clear and easily located on-the-ground markings will be particularly important because the sites within the SH 365 ROW will likely be in a construction impact zone in the future as the facility is fully developed.

At the conclusion of the project, Landhawk will apply for a separate THC permit for the post-construction monitoring of the project for a period of 5 years. The results of the baseline and pre-construction soil tests (highlighted above) will inform the post-construction monitoring plan.

3.1 Archeological Monitoring During Avoidance Measures (As developed by Galindo 2015)

Archeological monitoring of the construction process associated with the intentional burial of each site will consist of a qualified archeologist observing the installation of permanent markers or benchmarks as references for post-burial monitoring, the hand removal of vegetation, the installation of a filter fabric that is chemically inert, the installation of a geogrid, and the deposition of in-kind fill by lightweight, tracked vehicles (for example: tracked bobcats/skid steers) in such a manner as to

minimize damage to the sites from grinding or compression (See above). The archeologist shall work with the heavy civil contractor to ensure that the fill is culturally sterile and does not alter the chemical or hydrostatic character of the cultural deposit (based upon the pre-construction soil tests and the opinion of the geologist).

The archeologist will coordinate all field activities with appropriate personnel and any on-site construction foreman regarding scheduling and safety. If necessary, the monitoring archeologist will attend a pre-construction meeting to ensure full coordination prior to construction. Furthermore, the archaeologist will inform TxDOT and the THC of any pertinent meetings to allow agency participation if deemed appropriate. The archeologist will comply with all applicable Occupational Safety and Health Administration safety regulations and wear a safety vest, hard hat, steel-toed boots, and safety glasses at all times.

4.0 Report of Results

Upon completion of the archeological monitoring, Landhawk will prepare a report of the investigations for review by the client and the appropriate agencies. The archeological report of the investigations will be in conformance with the Council of Texas Archeologists, and Section 106 of the NHPA. The report will include the results of the monitoring by documenting the methodology used for the preservation plan and the resulting protective structure, along with recommendations for the methodology of future, post-burial monitoring (which will occur at least once per year). Draft copies of the full report will be submitted to the HCRMA for review and comment. Once this has been accomplished, the draft report will be submitted to TxDOT first for comments, and then to the THC for review. The THC has up to 30 days to review and comment on the report. Upon approval of the draft report, a final report will be produced. The requisite number of copies of the final report will be produced and submitted to the appropriate agencies and repositories.

4.1 Post Burial Archaeological Monitoring and Reporting

Conducted under a separate permit, post-burial archeological monitoring of each site will consist of a qualified archeologist assessing and recording the condition of the protective structure, and noting changes in erosion, vegetative cover, moisture content, and evidence of human or animal intrusion. The archeologist shall employ photographic documentation using vantage points established using submeter accurate GPS. Any impacts that are detected must be remedied by the HCRMA. The recommended frequency of monitoring is annually, but if impacts are detected and a remedy is not immediately possible, then the archeologist shall recommend monthly monitoring, or more frequent if appropriate, until the situation is stabilized.

As mentioned previously, at the conclusion of this current project, Landhawk will apply for a separate

antiquities permit for the post-construction monitoring of the project for a period of 5 years. The results of the baseline and pre-construction soil tests (highlighted above) will inform the post-construction monitoring plan.

5.0 References

Burden, A. S., C. D. Frederick, A. McWhorter, C. R. Shortes, M. Nichols, R. Rowe, and M. Nash

2014 *Results of Archeological Survey of the Proposed Hidalgo Loop Sections A and C, the International Bridge Trade Corridor, and State Highway 365 Projects, Hidalgo County, Texas*. Vols. 1 and 2. Document No. 140023. Prepared for Hidalgo County Regional Mobility Authority. Atkins, Austin.

Galindo, M.J.

2015 *Mitigation Plan for 7 Sites Along the Proposed State Highway 365 Corridor Hidalgo County, Texas*. Atkins. Austin, Texas.

Hester, J. J. (editor)

1988 *Experiments on the Effects of Site Burial on Archeological Materials*. Archeological Sites Protection and Preservation Notebook: Technical Notes. U.S. Army Engineer Waterways Experiment Station, Environmental Laboratory, Vicksburg. Mississippi.

Mathewson, C.C.

1994 *Intentional Burial of Two Archaeological Sites in Montague County, Texas as a Means of Site Protection: Analysis of Dynamic Loading During Construction*. Texas Department of Transportation, Division of Highway Design, Environmental Section, Austin.

Thorne, R. M.

1991 *Intentional Site Burial: A Technique to Protect against Natural or Mechanical Loss*. Archeological Assistance Program Technical Brief No. 5. U.S. Department of the Interior, Washington D.C.

Appendix B

Texas Historical Commission and Texas Department of Transportation Correspondence

Texas Department of Transportation®
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

September 23, 2014

Section 106 Consultation/ Antiquities Code of Texas
Transmittal of Atkins Survey Report; *Results of Archeological Survey of the Proposed Hidalgo Loop Sections A and C, the International Bridge Trade Corridor, and State Highway 365 Projects Hidalgo County, Texas.*
Pharr District, CSJ: 3627-01-001 (5124), 0921-02-172 (5125), 0921-02-202 (5683)
THC Antiquities Permit Nos.: 5124, 5125, 5683

Ms. Pat Mercado-Allinger,
Division of Archeology, Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

Dear Ms. Mercado-Allinger:

The above proposed project will be undertaken with state and federal funds. As required by the First Amended Programmatic Agreement (PA, 2005) and the Memorandum of Understanding with your agency, we are continuing consultation with your office on this project and are enclosing for your review and processing a draft report of an archeological survey recently conducted by TxDOT for the undertaking.

A TxDOT archeologist has reviewed the report by Atkins which covers three permits that cover three portions of an interconnected project. For clarity, TxDOT will present the comments below by permit number and a report of investigation is enclosed.

TxDOT seeks THC concurrence that:

Permit 5124 (SH 365 Section A, csj: 3627-01-001)

1. TxDOT concurs that Atkins conducted a good faith effort survey under TAC 5124 to access the potential to affect archeological historic properties (36 CFR Part 800.16(1) or State Archeological Landmarks (13 TAC 26.12). A total of nine sites were recorded in the project area by Atkins under Permit 5124. No previously recorded sites are located in the Project Area.

The nine sites recorded under Permit 5124 include 41HG223, 41HG224, and 41HG249-41HG255. Sites 41HG249, 250, 251, 252, 253, 254, and 255 are considered eligible for listing to the NRHP (36 CFR 60.4) or for designation as a SAL (13 TAC 26.8) and will require avoidance or mitigation. The remaining two sites 41HG223 and 41HG224, lack sufficient integrity of location, association, and materials (36CFR60.4) to be able to address important questions of prehistory or history and no further archeological investigations are warranted in those areas.

2. Since the survey was conducted under an individual THC Antiquities Permit, we are forwarding the draft for your review and processing in partial fulfillment of THC Antiquities Permit No. 5124. TxDOT finds the report acceptable as a draft and pending any final report review comments from your office, we request your concurrence that the report may proceed toward production. A mitigation and/or avoidance plan for the eligible sites listed above will be forthcoming.

Permit 5125 (SH 365 Section C, csj: 0921-02-172)

1. TxDOT concurs that Atkins conducted a good faith effort survey under TAC 5125 to access the potential to affect archeological historic properties (36 CFR Part 800.16(1) or State Archeological Landmarks (13 TAC 26.12). A total of four sites were recorded in the project area by Atkins under Permit 5125 and included 41HG226, 41HG227, 41HG228, and 41HG229. Revisits to five previously recorded sites, 41HG146, 41HG147, 41HG201, 41HG203, and 41HG204, were conducted in the course of the survey.

Assessments of previously recorded sites 41HG146, 41HG147, 41HG201, 41HG203, and 41HG204 were not completed due to cancellation of the project, designated Section C, examined under permit 5125. If the Section C Project is revived in the future, based on the results of the completed portion of Atkins survey 41HG226, 41HG227 and 41HG229 are not considered eligible for listing to the NRHP (36 CFR 60.4) or for designation as a SAL (13 TAC 26.8) lack sufficient integrity of location, association, and materials (36CFR60.4) to be able to address important questions of prehistory or history and no further archeological investigations are warranted in those areas. Atkins made no determination on site 41HG228.

2. Due to cancellation of the project, only 333 acres of the approximately 1,182 acre project area was examined under Permit 5125as outlined in the attached report. TxDOT requests your concurrence to revise permit 5125 to the 303 acres examined and the remaining 849 acres be excluded considering project cancellation. Submitted shapefiles for completion of this permit should accurately reflect this alteration.

3. Since the survey was conducted under an individual THC Antiquities Permit, we are forwarding the draft for your review and processing in partial fulfillment of THC Antiquities Permit No. 5125. TxDOT finds the report acceptable as a draft and pending any final report review comments from your office, we request your concurrence that the report may proceed toward production.

Permit 5683 (IBTC, csj: 0921-02-202)

1. TxDOT concurs that Atkins conducted a good faith effort survey under TAC 5683 to access the potential to affect archeological historic properties (36 CFR Part 800.16(1) or State Archeological Landmarks (13 TAC 26.12). A total of two sites were recorded in the project area by Atkins under Permit 5683. The two sites include 41HG224 and 41HG227 are not considered eligible for listing to the NRHP (36 CFR 60.4) or for designation as a

SAL (13 TAC 26.8) and lack sufficient integrity of location, association, and materials (36CFR60.4) to be able to address important questions of prehistory or history. No further archeological investigations are warranted in those areas.

2. Despite ROE constraints, TxDOT has conducted a good faith effort within the 677.7 acres of the 688.7 APE assessed in the attached report. TxDOT requests your concurrence to revise permit 6552 to the 677.7 acres examined and the remaining inaccessible 11 acres be examined under a separate Texas Antiquities Permit. Submitted shapefiles for completion of this permit should accurately reflect this alteration.

3. Since the survey was conducted under an individual THC Antiquities Permit, we are forwarding the draft for your review and processing in partial fulfillment of THC Antiquities Permit No. 5683. TxDOT finds the report acceptable as a draft and pending any final report review comments from your office, we request your concurrence that the report may proceed toward production and that it provides sufficient documentation that the proposed undertaking will have no effect on an archeological historic properties or State Archeological Landmarks.

In the event that unanticipated archeological deposits are encountered during construction, work in the immediate area will cease and TxDOT archeological staff will be contacted to initiate post-review discovery procedures under the provisions of the PA (2005) and the Memorandum of Understanding between TxDOT and the THC.

Thank you for your consideration of this matter. If you have any questions regarding this report, please contact me at 416-2647. Thank you for your consideration in this matter.

Sincerely,

Christopher Ringstaff, Archeological Studies Program
Environmental Affairs Division

Cc w/attachment: Robin Gelston, TxDOT Pharr District Environmental Coordinator; Mike Chavez, ENV-PD; Christopher Ringstaff ENV-Arch TxDOT; ENV Arch Project File

cc w/o attachments: ECOS Scan

Concurrence By:

Mark Wolfe

for: Mark Wolfe, Executive Director and SHPO
Texas Historical Commission

10-3-14
Date

ATKINS

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Document No. 140023
Job No. 100020726

VOLUME 1

RESULTS OF ARCHEOLOGICAL SURVEY OF THE PROPOSED HIDALGO LOOP SECTIONS A AND C, THE INTERNATIONAL BRIDGE TRADE CORRIDOR, AND STATE HIGHWAY 365 PROJECTS HIDALGO COUNTY, TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION, PHARR DISTRICT
TEXAS ANTIQUITIES PERMIT NOS. 5124, 5125, AND 5683

CSJ NOS. 0921-02-172, 0921-02-202, 3627-01-001, 3627-01-002, 0220-01-023, 0921-02-285, 0921-02-908, 0921-02-142

Prepared for:

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

DRAFT REPORT ACCEPTABLE
by _____
for Mark Wolfe
Executive Director, THC
Date 10-3-14
Track# _____

Prepared by:

Atkins
6504 Bridge Point Parkway
Suite 200
Austin, Texas 78730

Principal Investigator:
Andrea Stahman Burden, M.A., RPA

Report Authors:
Andrea Stahman Burden
Charles Frederick, Ph.D.
Amy McWhorter
C. Russ Shortes
Melanie Nichols
Robert Rowe
Michael Nash

September 2014

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Document No. 140023
Job No. 100020726

VOLUME 2

RESULTS OF ARCHEOLOGICAL SURVEY OF THE PROPOSED HIDALGO LOOP SECTIONS A AND C, THE INTERNATIONAL BRIDGE TRADE CORRIDOR, AND STATE HIGHWAY 365 PROJECTS HIDALGO COUNTY, TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION, PHARR DISTRICT

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Amy McWhorter
C. Russ Shortes
Melanie Nichols
Robert Rowe

September 2014

From: Chris Ringstaff
Sent: Wednesday, November 12, 2014 10:37 AM
To: Mike Chavez; Robin Gelston
Subject: SH 365 Mitigation

Mike and Robin,

Based on recent e-mails I have been copied on there appears to be some confusion on the mitigation of the seven NRHP eligible sites within the presently proposed APE. Let me clarify that our role in the consultation and review process and where the process currently stands.

Per the Survey Report Transmittal dated 9/23/2014, THC has agreed to either option: mitigation through data recovery excavations or avoidance via burial. In my prior comments on the SH365 Interim report sent to the Pharr District 5/5/2014, I specify TxDOT's meeting with THC on 5/1/2014 in which they provided the requirements for burial:

3. To clarify the requirements for proposed avoidance by capping, TxDOT met with the Texas Historical Commission on 5/1/2014. As detailed by Mark Denton, the capping of a site will require 2 meters of in-kind fill (i.e., clay over clay, loam over loam, sand over sand) ***not including the road base and overlying roadway material****. The sterile over burden is added as part of the two meter total. The table below details the approximate amount of fill that will be required by site per the data presented in the survey report.*

Site Number	***Depth of Cultural Deposits (Centimeters Below Surface: cmbs)***	***In-kind capping fill required by THC (in meters: m)***
41HG249	*40 cmbs*	*1.60 m (5.3 ft)*
41HG250	*40 cmbs*	*1.60 m (5.3 ft)*
41HG251	*35 cmbs*	*1.65 m (5.4 ft)*
41HG252	*53 cmbs*	*1.47 m (4.8 ft)*
41HG253	*70 cmbs*	*1.30 m (4.3 ft)*
41HG254	*50 cmbs*	*1.50 m (4.9 ft)*
41HG255	*35 cmbs*	*1.65 m (5.4 ft)*

At this point either option is viable and it is the decision of the project sponsor which course of action they chose.

Let me know if I you have additional questions.

Chris

Christopher Ringstaff
Staff Archeologist
Environmental Affairs Division
Archeological Studies Branch
118 E Riverside Dr
Austin Tx, 78704
512-416-2647

From: Chris Ringstaff [mailto:Chris.Ringstaff@txdot.gov]
Sent: Tuesday, February 10, 2015 10:14 AM
To: Eric Davila; Robin Gelston
Cc: Maria Cottagoma; Melba Schaus; Norma Garza; Becca, Sharon G; Kim Johnson (kjohnson@blantonassociates.com)
Subject: RE: SH 365 Sites 41HG253 and 41HG254

All,

After careful review of the project schematics along with aerial photo and topographic basemaps during our prior meeting, Mark Denton gave us verbal approval of the proposed mitigation and asked that we transmit the plan. In particular, we carefully scrutinized the areas at sites 41HG253 and 254. Although tapering fill in those areas would leave the levee margin of the sites deficient of the full 2 meter fill, the nature of the undertaking at those locations (levee fill as opposed to fill and roadway construction) would be an acceptable deviation sufficient to mitigate adverse effects. That and considering the scope of the entire burial plan, the THC as well as TxDOT consider it a well-designed, good faith effort albeit contingent upon monitoring to achieve the desired execution. I will touch briefly on this below.

To address Sharon's points as provided in the thread:

1. Data recovery investigations will not be required within the APE where a lesser amount than 2 meters of fill occurs (i.e., less than 2-m over portions of the sites, including those that contain features) and

2. the fill amounts proposed at these locations (and illustrated in the attached figures) are sufficient to mitigate adverse effects.

This is correct, THC concurs with both of these statements as I have explained in the preceding paragraph.

My suggestion is that the plan be submitted per the THCs suggestion. As for my previous comment on monitoring, the successful execution of the plan will rely on careful and diligent monitoring of the undertaking, as provided by the plan, to make sure no inadvertent construction impacts befall the sites in question.

Hope this was helpful.

Chris

Christopher Ringstaff
Staff Archeologist
Environmental Affairs Division
Archeological Studies Branch
118 E Riverside Dr
Austin Tx, 78704

512-416-2647

From: Eric Davila [mailto:Eric.Davila@dannenbaum.com]
Sent: Monday, February 09, 2015 4:50 PM
To: Chris Ringstaff; Robin Gelston
Cc: Maria Cottagoma; Melba Schaus; Norma Garza; Sharon G Becca (Sharon.Becca@atkinsglobal.com); Kim Johnson (kjohnson@blantonassociates.com)
Subject: RE: SH 365 Sites 41HG253 and 41HG254

Good afternoon Chris,

To follow up with your email from Friday January 30, 2015 (attached) there are a few areas we'd like to discuss so that finalize the plan. The attachment and message string below outlines the specifics of what we'd like to cover with you over email, and if needed, over a possible call. Please let us know how you'd like to proceed and thanks for all your help.

Best regards,

Eric Davila, PE, CFM
DANNENBAUM ENGINEERING

From: Becca, Sharon G [mailto:Sharon.Becca@atkinsglobal.com]
Sent: Friday, February 06, 2015 2:30 PM
To: Eric Davila; Kim Johnson; Analy Diaz; Andrea Burden (andrea.burden@blantonassociates.com)
Cc: Galindo, Mary J; Charles Frederick (charlesthegeoarchaeologist@gmail.com)
Subject: SH 365 Sites 41HG253 and 41HG254

Hello Eric, please find the email and attachment to be sent to TxDOT regarding the subject sites.

Hi Chris,

We have a question on the mitigation plan before submittal - subsequent to our 1/27/15 teleconference, Mary Jo took a look at the schematics to double check on two sites. From the schematics that were presented that day, she created the attached figures 100 and 104 to illustrate the relationship between the features at sites 41HG253 and 41HG254 and the areas of the sites that will be covered by less than 2 meters of in-kind fill. Also attached are other figures for the same sites, including profiles and sections. As illustrated, portions of the two NRHP-eligible sites within the APE that will be covered by less than 2 meters of in-kind fill coincide with the locations of prehistoric cultural features (see descriptions below). You may have already noticed these areas, but we just wanted to be sure we had a chance to highlight them in more detail before we submit the mitigation plan.

Site 41HG253

Feature 3 in Trench 39.3 at site 41HG253 is situated beneath the juncture of the IBWC levee and the roadway ROW (Figure 100). Feature 3 is an elongated pit that cut across the trench floor from northeast

to southwest and ranged from about 70 to 100 cm wide. The matrix in the pit is darker colored than the surrounding soil and contains burned earth and charcoal. The angle proposed for the juncture of the IBWC levee with the roadway edge is steep and may affect the conveyance of water across the site, potentially resulting in elevated moisture content at this location.

Site 41HG254

Features 1 and 2 in Trench 40.0 and Feature 5 in Trench 40.4 at site 41HG254 are situated beneath the portion of the IBWC levee where the minimum fill requirement will not be met. Feature 1 is a possible post or in situ burned tree root in east trench wall, while Feature 2 is a dense burned clay ball scatter in the east trench wall. This scatter consisted of 30 clay ball fragments along a 3-m section of the trench. One of these burned clay balls was radiocarbon dated and yielded an age of 3710±30 years B.P. (Beta-370067). Feature 5 is a series of six discrete clusters of Rabdotus shells amid a very light scatter of burned earth, most likely representing discrete depositions, along with a trace of burned earth and charcoal, and a light scatter of burned earth, charcoal and snails.

As a result of your discussions with THC and concurrence between TxDOT ENV and THC representatives regarding the mitigation plan, it is our understanding that:

1. Data recovery investigations will not be required within the APE where a lesser amount than 2 meters of fill occurs (i.e., less than 2-m over portions of the sites, including those that contain features) and

2. the fill amounts proposed at these locations (and illustrated in the attached figures) are sufficient to mitigate adverse effects.

Please let us know if you concur; however, if you would like to discuss in more detail please let us know and we can set up a conference call with the entire team.

Thanks,

Sharon G. Becca, PMP

Project Manager, Transportation Planning

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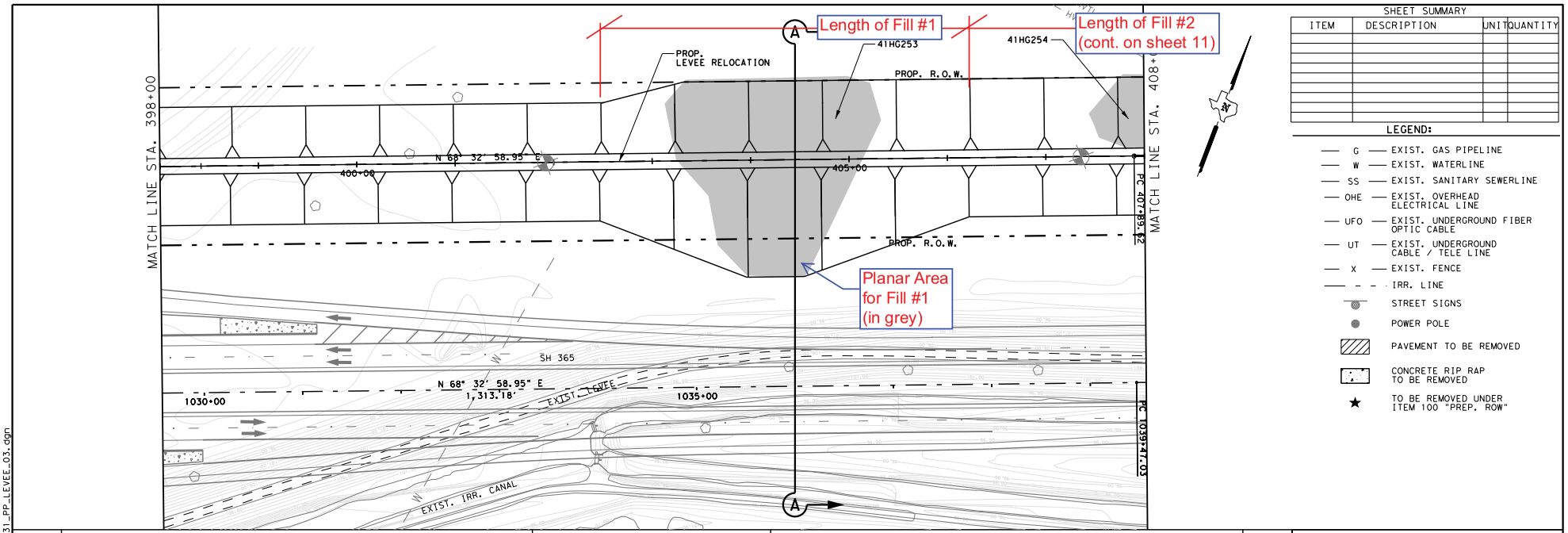
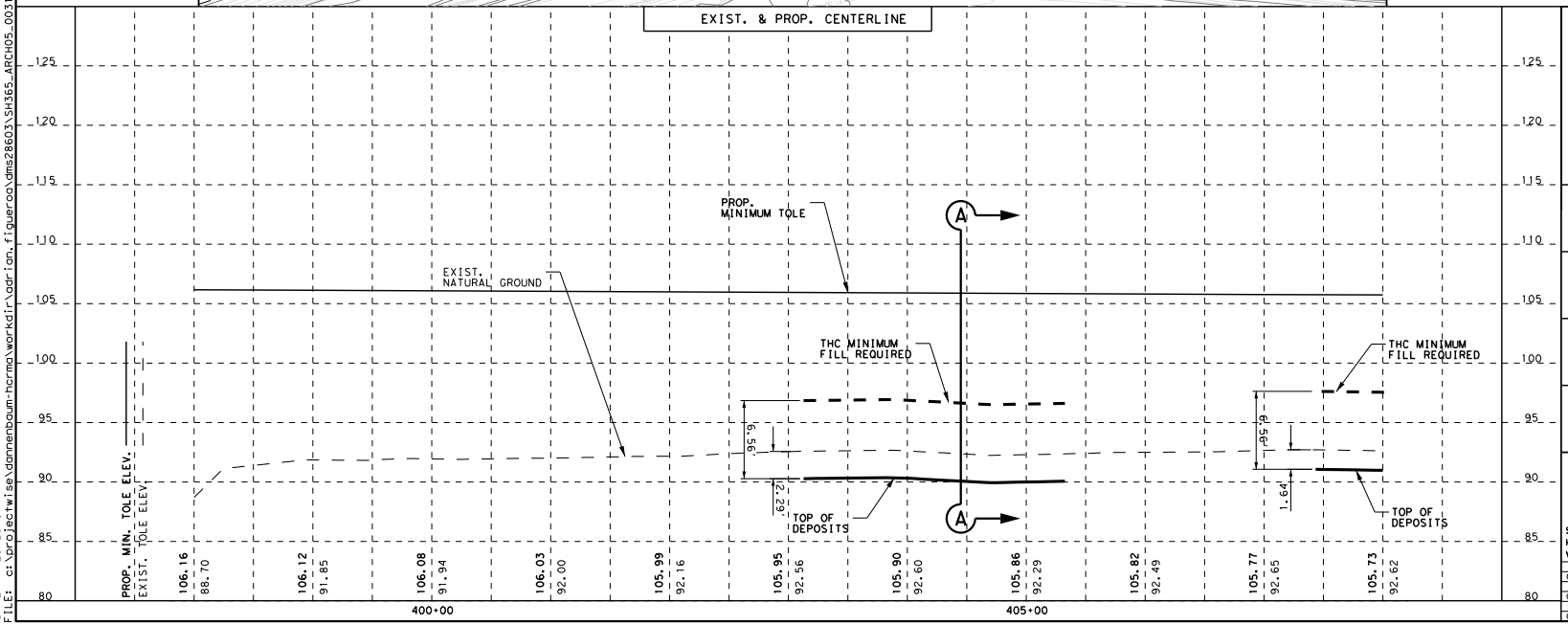


SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY

LEGEND:

- G — EXIST. GAS PIPELINE
- W — EXIST. WATERLINE
- SS — EXIST. SANITARY SEWERLINE
- OHE — EXIST. OVERHEAD ELECTRICAL LINE
- UFO — EXIST. UNDERGROUND FIBER OPTIC CABLE
- UT — EXIST. UNDERGROUND CABLE / TELE LINE
- X — EXIST. FENCE
- IRR. LINE
- STREET SIGNS
- POWER POLE
- PAVEMENT TO BE REMOVED
- CONCRETE RIP RAP TO BE REMOVED
- ★ TO BE REMOVED UNDER ITEM 100 "PREP. ROW"



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XXX X. XXX
P.E. XXXX

1/23/2015
DATE

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T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 200 MCALLEN, TX 78504 (956) 682-3677

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

SH 365
PLAN AND PROFILE
LEVEE RELOCATION
MAIN FLOODWAY

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

SHEET 9 OF 15

DN:	GA
CK DN:	GA
DW:	MG
CK DW:	GA
TR:	
CK TR:	

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DIST	COUNTY		SHEET NO.
PHR	HIDALGO		9

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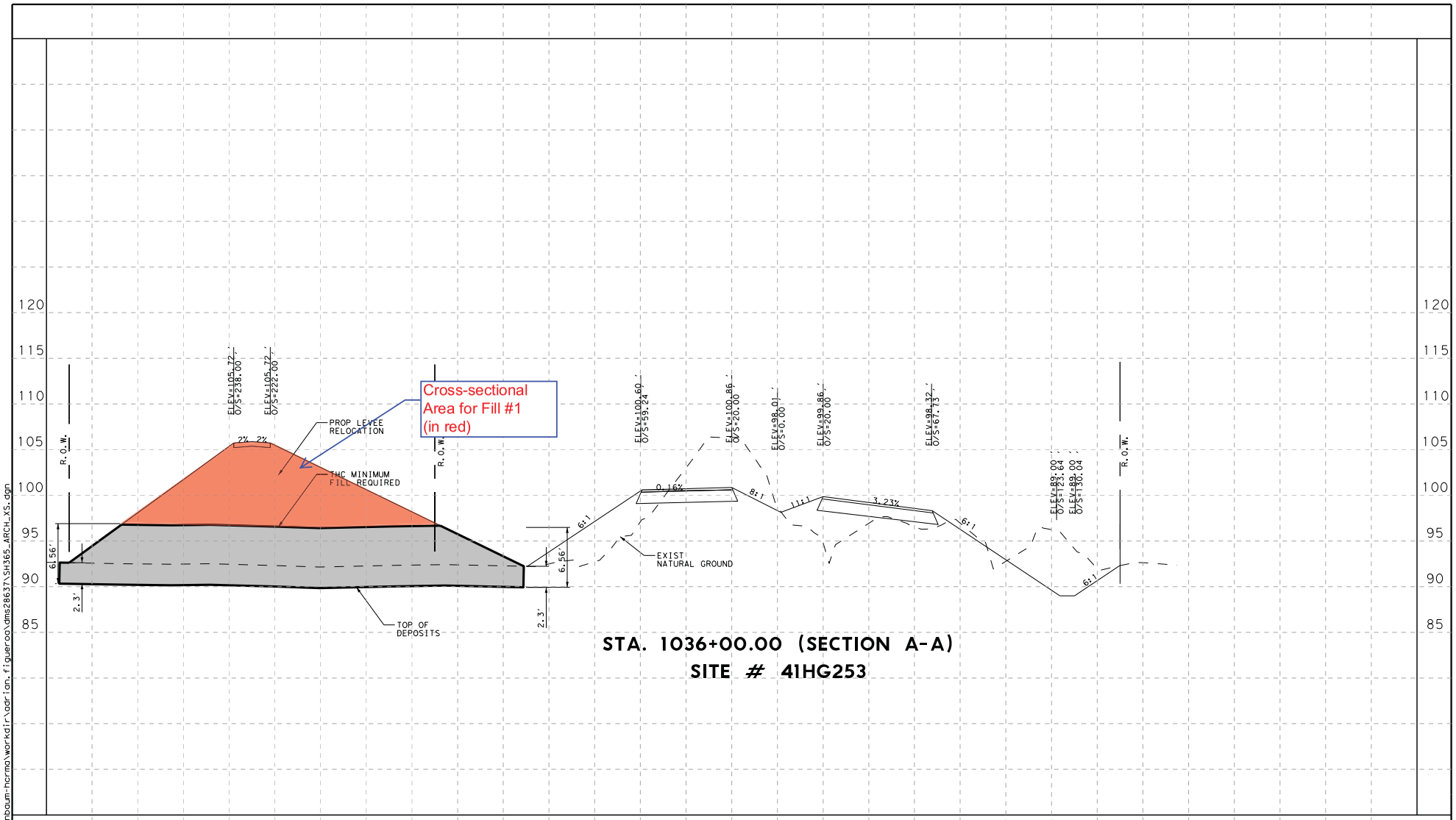

STA. 1036+00.00 (SECTION A-A)
SITE # 41HG253

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CONSULTANT LOGO

SH 365
PROPOSED CROSS SECTIONS

SCALE:
HOR: 1"= 40'
VER: 1"= 10'

SHEET 10 OF 15

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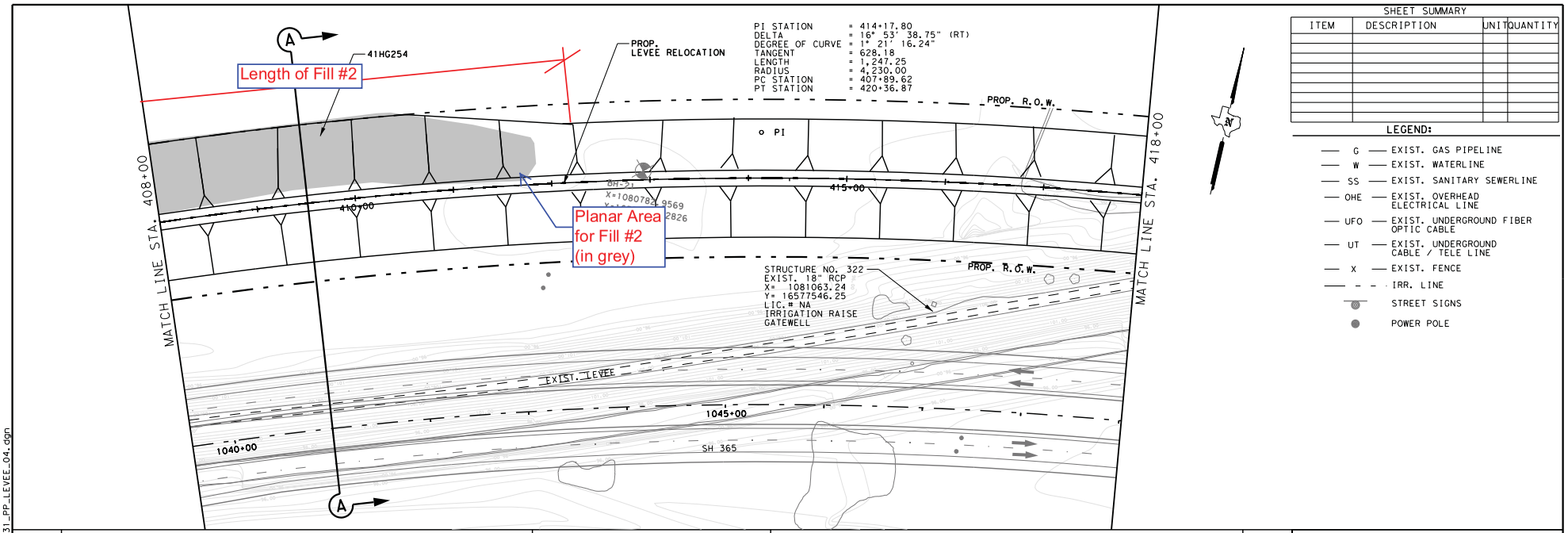
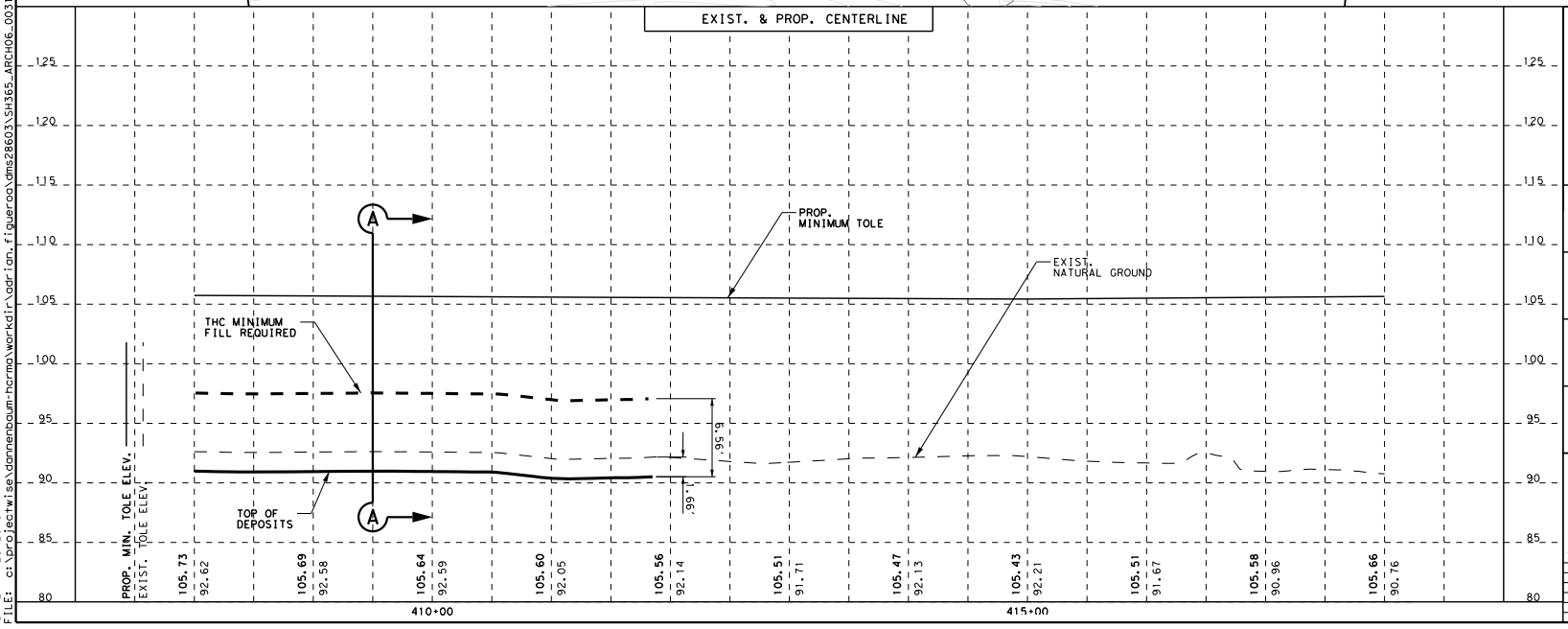


SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY

LEGEND:

- G — EXIST. GAS PIPELINE
- W — EXIST. WATERLINE
- SS — EXIST. SANITARY SEWERLINE
- OHE — EXIST. OVERHEAD ELECTRICAL LINE
- UFO — EXIST. UNDERGROUND FIBER OPTIC CABLE
- UT — EXIST. UNDERGROUND CABLE / TELE LINE
- X — EXIST. FENCE
- IRR. LINE
- STREET SIGNS
- POWER POLE



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P.E. XXXX
1/23/2015
DATE

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SH 365
PLAN AND PROFILE
LEVEE RELOCATION
MAIN FLOODWAY

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

SHEET 11 OF 15

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CK TR:	

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PHR	HIDALGO		11

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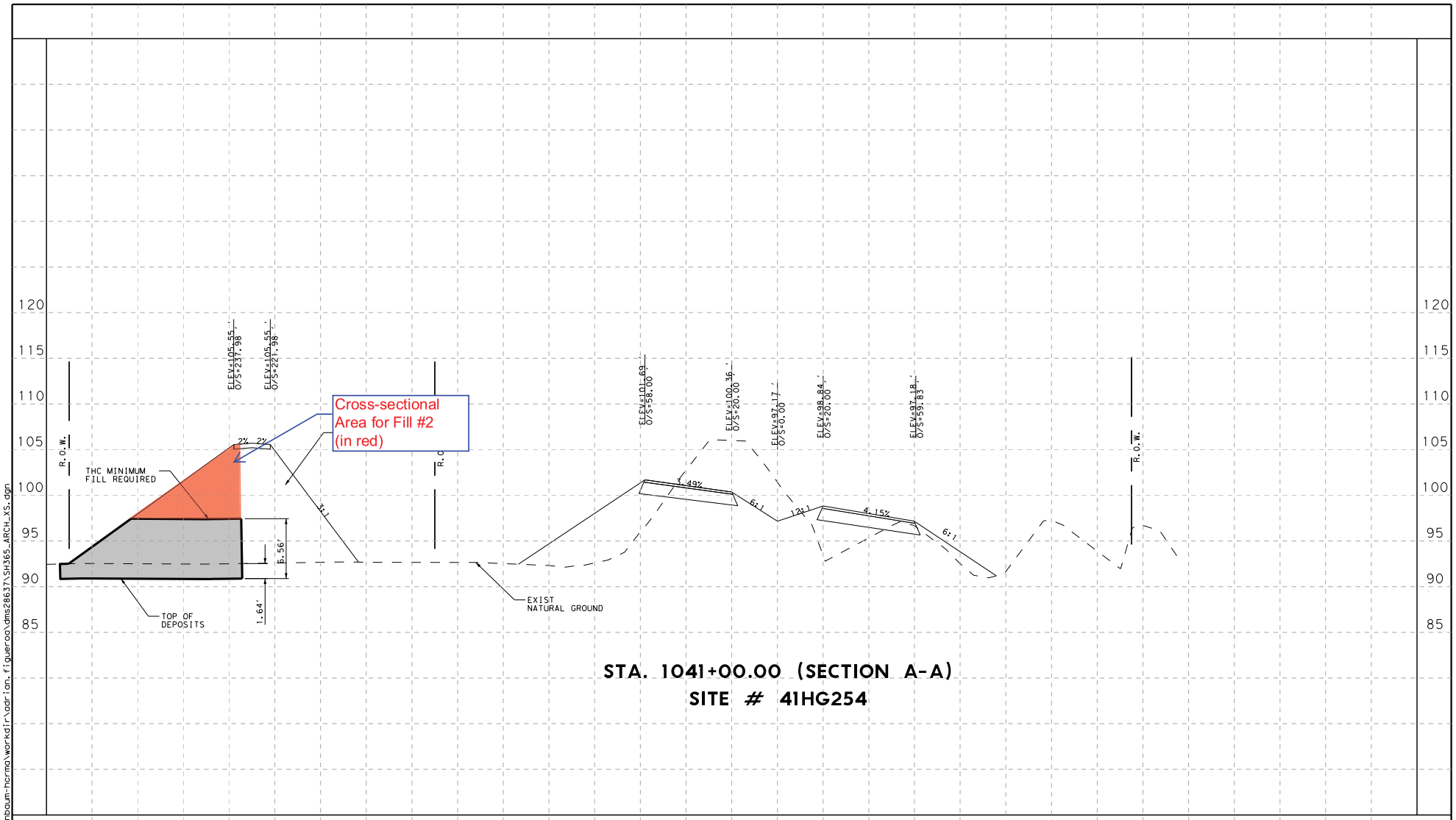

STA. 1041+00.00 (SECTION A-A)
SITE # 41HG254

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CONSULTANT LOGO

SH 365
PROPOSED CROSS SECTIONS

SCALE:
HOR: 1"= 40'
VER: 1"= 10'

SHEET 12 OF 15

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Appendix D

Summary Calculations for Additional Compressive Force

Summary Calculations for Additional Compressive Force at Select SH 365 Archaeological Sites

Prepared by: Eric Davila, PE (115596) for conceptual calculation purposes only

Date: 01/23/2015

Assume:

$$\text{P} = \text{Approx. Addl. Compressive Force } \left(lb/_{ft^2}\right) = \frac{wt\ of\ material}{planar\ area} = \frac{Vol\ of\ material\ \times\ Density}{planar\ area}$$

$$= \frac{(Length \times Cross-sectional\ Area) \times Density}{planar\ area} = \frac{(L \times A_{XS}) \times \rho}{A_P}$$

Site: 41HG253

$L =$ Length of Fill #1 = 375 ft

$A_{XS} =$ Cross-sectional Area #1 = 715 ft^2

$\rho =$ Material density = 110 lb/ft^3

$A_P =$ Planar Area #1 where Fill is Applied = 64,379 ft^2

$P = \frac{(L \times A_{XS}) \times \rho}{A_P} = \frac{(375ft \times 715ft^2) \times 110 lb/_{ft^3}}{64{,}379ft^2} = 458.1\ lb/_{ft^2}\ or\ 3.2\ psi$ of additional compressive force.

Site: 41HG254

$L =$ Length of Fill #2 = 606 ft

$A_{XS} =$ Cross-sectional Area #2 = 214 ft^2

$\rho =$ Material density = 110 lb/ft^3

$A_P =$ Planar Area #2 where Fill is Applied = 41,769 ft^2

$P = \frac{(L \times A_{XS}) \times \rho}{A_P} = \frac{(606ft \times 214ft^2) \times 110 lb/_{ft^3}}{41{,}769ft^2} = 341.5\ lb/_{ft^2}\ or\ 2.4\ psi$ of additional compressive force.

APPENDIX B: Concurrence letter between TxDOT and THC dated 2-26-2015.

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February 19, 2015

Section 106 Consultation/ Antiquities Code of Texas
Transmittal of Atkins Mitigation Plan; *Mitigation Plan for 7 Sites Along the Proposed State Highway 365 Corridor Hidalgo County, Texas,* Pharr District,
CSJ: 3627-01-001 and 0921-02-172

Ms. Pat Mercado-Allinger,
Division of Archeology, Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711

Dear Ms. Mercado-Allinger:

The above proposed project will be undertaken with state and federal funds. As required by the First Amended Programmatic Agreement and the Memorandum of Understanding with your agency, we are continuing consultation with your office on this project and are enclosing for your review and processing a draft mitigation plan recently compiled by Atkins Inc. on behalf of the Hidalgo County Regional Mobility Authority (HCRMA) for the undertaking.

A TxDOT archeologist has reviewed the mitigation plan by Atkins which covers the above listed SH 365 project in Hidalgo County, Texas. Based on the results of an archeological survey of the project area under TAC Permit 5124, seven sites 41HG249-255 are considered eligible for listing to the NRHP (36 CFR 60.4) and for designation as SALs (13 TAC 26.8). The project sponsor, the HCRMA, has chosen avoidance by burial per the specifications provided in Texas Historical Commission (THC) CRM News and Views article: *Intentional Burial of Sites as a Preservation Tool* (May, 1999) as well as project specific consultation with THC by TxDOT. As such, TxDOT concurs that the mitigation plan submitted by Atkins is sufficient to mitigate adverse effects to sites 41HG249-255 and adheres to the aforementioned specifications per CRM News and Views 1999. In addition, the mitigation plan provides for on-site monitoring of the burial of each site during construction. **A copy of the mitigation plan is attached.**

TxDOT seeks THC concurrence that:

1. The mitigation plan submitted by Atkins addressing the burial of sites 41HG249, 250, 251, 252, 253, 254, and 255 is sufficient to mitigate and avoid adverse effects to those sites as shown in the schematic design plans. Monitoring of the project will be conducted through the entire construction phase in those site areas to ensure compliance.

2. We are forwarding the draft for your review. TxDOT finds the mitigation plan acceptable as a draft and pending any review comments from your office, we request your concurrence that:

   A. The plan meets the burial standards as specified in Texas Historical Commission CRM News and Views 1999 article: *Intentional Burial of Sites as a Preservation Tool.*

   B. THC concurs that the minor deviations to the 2 meter-fill standard at the proposed levy locations on sites 41HG253 and 254 are acceptable and sufficient to mitigate adverse effects.

   C. Atkins will submit a monitoring permit to THC via TxDOT.

   D. With implementation of the mitigation plan, the proposed project will have no adverse effect on Archeological Historic Properties.

In the event that unanticipated archeological deposits are encountered during construction, work in the immediate area will cease and TxDOT archeological staff will be contacted to initiate post-review discovery procedures under the provisions of the PA and the Memorandum of Understanding between TxDOT and the THC.

Thank you for your consideration of this matter. If you have any questions regarding this report, please contact me at 416-2647. Thank you for your consideration in this matter.

Sincerely,

Christopher Ringstaff, Archeological Studies Program
Environmental Affairs Division

Cc w/attachment: Robin Gelston, TxDOT Pharr District Environmental Coordinator; Mike Chavez, ENV-PD; Christopher Ringstaff ENV-Arch TxDOT; ENV Arch Project File

cc w/o attachments: ECOS Scan

Concurrence By:

Mark H. Wolfe 2-26-15

for: Mark Wolfe, Executive Director and SHPO — Date
Texas Historical Commission

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-31

CONSIDERATION AND APPROVAL OF CONTRACT WITH EXCEL ELECTRIC FOR INSTALLATION SERVICES OF A GENERATOR AT THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BUILDING.

THIS RESOLUTION is adopted this 26th day of April, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County; 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, on July 27, 2021 via Resolution 2021-30 the Board of Directors of authorized the purchase of one (1) Generac Industrial gaseous 9.0L V-8 engine driven, 130kW Natural Gas Generator; (1) Generac 400Amp automatic transfer switch from Waukesha Pearce; and,

WHEREAS, the Board of Directors of the Hidalgo County Regional Mobility Authority finds it to be in the best interest of the Authority to approve the procurement of service for generator installation, electrical improvements and pertinent appurtenances to the lowest responsive and responsible bidder, Excel Electric from Donna, TX in the amount of $40,399.10; 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 award of service for generator installation, electrical improvements and pertinent appurtenances to Excel Electric from Donna, TX in the amount of $40,399.10; and

Section 3. The Board authorizes the Executive Director to execute the agreements with Excel Electric for the installation of an 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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

HCRMA Proposals for

GENERATOR INSTALLATION and ELECTRICAL IMPROVEMENT PROJECT

Vendor	Final Cost Proposal	Vendor Contact Information
Excel Electric	$ 40,399.10	Excel Electric (956) (956) 460-3148 Armando Hinojosa armando.hinojosa012519@gmail.com
D&F Industries, Inc.	$ 69,300.00	D&F Industries, Inc. (956) 781-2496 Juan M. Garza Jr., Estimator j.garza@dandfindustries.com
Key Electrical Solutions	Pending	Rey Garcia 956-400-3252 'breygar87@gmail.com' Key Electric - KEY ELECTRICAL SOLUTIONS L.L.C - Electrical Installation Service in Mission (business.site) 1125 Washington Ave Mission, TX 78572
George Cunningham AC & Heating	Unresponsive - Possible Pending	George Cunningham AC & Heating 610 N. Expressway 77 Harlingen, TX 78550 (956) 423-8437 License# TACLA54835E
Metro Electric	Unresponsive	Metro Electric Jesus Millan jesus.millan@metroelectric-rgv.co (956) 686-2323
Zitro Electric	Unresponsive	Andrea and Andres Montemayor, service@zitroelectric.com (956) 581-8899
Grandados Electric	Unresponsive	Eduardo Granados (956) 212-2927 'edgrandados4010@gmail.com' Granados Electric - Granados Electric | Mcallen TX | Read Reviews + Get a Bid | BuildZoom 112 S. Bentsen McAllen, TX 78501
Atlas Technologies	Unresponsive	John Partain 956-240-1821 partain@atlastechnologies.biz Atlas Technologies - Homepage - Atlas Technologies, Inc. 7020 N. 16th Street McAllen, TX 78504
Virgilio Aniceto - WPI	Pending	Virgilio E. Aniceto New Unit Sales - Power Generation virgilio.aniceto@wpi.com Cell: 956.272.2784

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-32

APPROVAL OF WORK AUTHORIZATION 2 SUPPLEMENTAL 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of April 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-32 Consideration and Approval of Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting 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 fully restated.

Section 2. The Board hereby approves Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 2 Supplemental 3 to the Professional Services Agreement.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

ATTACHMENT D-1

SUPPLEMENTAL AGREEMENT NO. 3 TO WORK AUTHORIZATION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on July 31, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-33

APPROVAL OF WORK AUTHORIZATION NUMBER 12 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. FOR TRAFFIC MODELING SUPPORT OF THE INTERNATIONAL BRIDGE TRADE CORRIDOR MEGA GRANT APPLICATION

THIS RESOLUTION is adopted this 26th day of April 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; 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, 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 2022-33 – Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of $40,220.04.

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 12 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $40,220.04 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 12 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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work
Authorization
Number 12
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
IBTC Project

WORK AUTHORIZATION NO. __12__
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 $40,220.04 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

The following section outlines C&M's proposed approach to conducting TxDOT's IBTC MEGA Grant application support. In addition to the tasks described below, throughout the course of the study, C&M will coordinate with the HCRMA as needed to gather required data.

C&M will provide the client with the requested performance measurements required for the MEGA Grant application. The proposed project scope comprises two parts: the first part does not require any additional model or scenario runs and relies only on C&M's already-performed IBTC scenario that was analyzed in C&M's 365 TOLL Investment Grade T&R study. The second part of the proposed scope is to run any additional scenarios that include changes to the IBTC and/or 365 TOLL's proposed alignment and/or lane configurations compared to what was analyzed in the T&R study.

Task 1: Project Management/Mobilization

C&M will mobilize immediately upon receiving the Notice to Proceed (NTP). This task includes a kick-off meeting with HCRMA's Project Manager and HCRMA staff to determine important issues relevant to this project.

C&M's hands-on management of the study will include the following:

- Participating progress meetings/teleconferences to appraise HCRMA's Project Manager of progress and identify key issues.
- Presenting results to HCRMA/TxDOT staff and providing responses to their questions.

Task 2: Obtaining IBTC Traffic Performance Measures

C&M's previous work for the 365 TOLL Investment Grade T&R Study included the adoption and calibration of the Lower Rio Grande Valley (LRGV) Travel Demand Model (TDM). Within the modeling scenarios, C&M included a scenario with the toll-free IBTC. The traffic projections of the IBTC approved by TxDOT TPP, as presented in a memorandum previously submitted to HCRMA,[1] are from 2020 and were not part of the modeling effort for the 365 TOLL Investment Grade T&R study. The traffic volumes presented for the traffic projections memorandum and the model volumes presented in the T&R study might vary significantly, primarily because of the different methodologies used to estimate traffic volumes.

The toll-free IBTC configurations in the 365 TOLL T&R study's IBTC scenario were as followed:

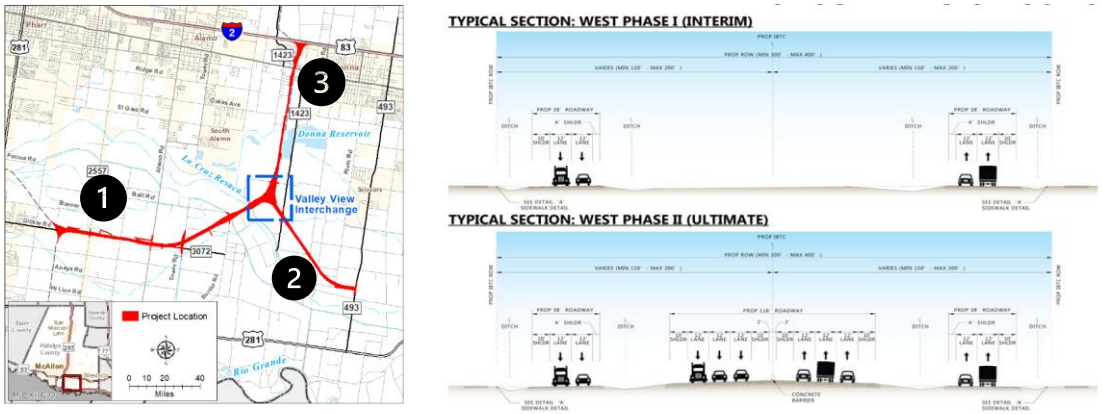
- 2026: Only frontage roads.
- 2035: Two lanes (mainline) by direction.

[1] C&M Associates, Inc. (2020, February 17). *International Bridge Trade Corridor (IBTC) traffic projections and traffic analysis for highway design (TAHD) tabulations.* Submitted to the Hidalgo County Regional Mobility Authority.

- 2045: Three lanes (mainline) by direction.

In the T&R study, 365 TOLL was expected to open to traffic on January 1, 2025. Roadway improvements from the RGVMPO 2040 (2045) MTP and TIP have been implemented within the model, including the connection of the IBTC to SH 68 in 2045.

The T&R study's IBTC scenario does not consider a complete build out Phase II for IBTC Segments 1 and 2. The detailed IBTC lane configurations used in the 365 TOLL investment Grade T&R study are illustrated in Figure 1 and described in Table 1.



1 IBTC Segment number

Figure 1. IBTC Location Map and Typical Sections

Table 1. IBTC Lane per direction by Segment and Model Year.

Segment	Description	2026	2030	2040	2045
1	Main Lane	NA	NA	2	2
	Frontage Road	2	2	2	2
2	Main Lane	NA	NA	2	2
	Frontage Road	1	1	2	2
3	Main Lane	2	2	2	3
	Frontage Road	NA	NA	NA	NA

Please note that the 365 TOLL facility for this scenario was not modified as presented in C&M's final Investment Grade T&R forecast. The final 365 TOLL configuration, which was ultimately financed, is described as follows:

- Project opening year changed from January 1, 2025 to January 1, 2026.
- Project lane configuration changed from three mainlanes per direction from 2040 onwards to two mainlanes per direction for the entire forecast period.

- Removed assumed expansion of the HCRMA's 365 TOLL frontage roads in future model years.

The changes in the final 365 TOLL alignment will ultimately impact the traffic projections for the IBTC.

Taking these revised assumptions into consideration, Task 2 is intended to provide a first set of key performance measured as requested in the MEGA Grant application based on the results of C&M's previous T&R studies, considering the different assumptions of the surrounding network, adjacent facilities, and IBTC configurations. C&M's procedure to provide the HCRMA with VMT and travel times in Hidalgo County can be summarized through the following subtasks:

- **Reactivate the 365 TOLL Travel Demand Model**: C&M will activate the TDM used in the 365 TOLL Investment Grade Study from its back-up and will obtain the required model results and assumptions for this project.
- **Review Traffic Volumes and Assumptions for the Traffic Projections:** C&M will review the assumptions and procedures considered for the traffic projections memorandum to compare the results of C&M's two forecasting approaches.
- **Obtain VMT and Travel Times for Hidalgo County:** C&M will estimate VMT and travel times between the traffic analysis zones (TAZ) of the TDM within Hidalgo County for the IBTC build and no-build scenarios.
- **Prepare GIS Shapefiles or TransCAD Network Files with the Results:** C&M will provide shapefiles and/or TransCAD Network files with its results, including VMT and travel times by link and facility type for all model years.

Changes to the presented configurations of the IBTC, surrounding road network, or adjacent facilities are part of Task 3 of this project.

Task 3: Additional Configurations and Scenarios

As presented in Task 2, the assumptions in terms of the IBTC configurations, surrounding roadway considerations, and adjacent facilities might not be optimal for the MEGA Grant application inputs. Therefore, C&M is proposing to re-run the TDM based on the assumptions that will be required for the MEGA Grant application.

Each scenario is defined by the model year of the TDM and might include but not be limited to the following changes within the TDM assignment procedures:

- Other IBTC lane configurations not considered in Task 2
- Latest project configurations of adjacent facilities, including 365 TOLL and SH 68
- Latest Project list of the MPO's Transportation Improvement Plan (TIP) projects in Hidalgo County
- Latest Project list of the MPO's Metropolitan Transportation Plan (MTP) projects in Hidalgo County
- Updated project opening and modeling year

Task 4: Results

Deliverables will comprise key Hidalgo County traffic performance measures with and without the proposed IBTC project, provided in Excel tables and GOS Shapefiles/TransCAD network files. C&M will address any comments from HCRMA's Project Manager and HCRMA extended staff regarding the results and submit a final version reflecting any necessary changes.

EXHIBIT C
WORK SCHEDULE

This update will be finalized no later than three (3) weeks after receiving the Notice to Proceed (NTP), tentatively provided April 13, 2022 in order to expedite delivery of these critical tasks for grant deadlines. Additional scenario(s) might take up to one (1) week to be completed.

EXHIBIT 'D'

Fee Schedule/Budget for

Hidalgo County Regional Mobility Authority (HCRMA)

Traffic and Revenue Consultant

Work Authorization No.12

Professional Engineering Services for the HCRMA

Consultant: C&M ASSOCIATES, INC.

Schedule Duration: ~4 Weeks after NTP

IBTC TxDOT MEGA Grant Application Support

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/Project Director	Project Manager	Senior Transportation Modeler	Transportation Modeler	Analyst	Total Labor Hrs.	Task Cost
Task 1. Project Management/Mobilization	2	8	8	0		18	$ 2,433.80
Task 2. Obtaining IBTC Traffic Performance Measures	2	24	32	80		138	$ 14,314.28
Task 3. Additional Configurations and Scenarios (By scenario)	4	16	64	80		164	$ 17,298.00
Task 4. Results	2	8	16	32		58	$ 6,173.96
						0	$ -
TOTAL	10	56	120	192	0	378	$ 40,220.04
LOADED LABOR RATE PER HOUR	$ 254.38	$ 130.63	$ 110.00	$ 89.38	$ 82.50		
DIRECT LABOR COSTS	$ 2,543.80	$ 7,315.28	$ 13,200.00	$ 17,160.96	$ -		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	6.32%	18.19%	32.82%	42.67%	0.00%		
% LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON HOURS)	2.65%	14.81%	31.75%	50.79%	0.00%		
TOTAL LABOR COST							$ 40,220.04

	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				$ 40,220.04

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)#: 12 WA Amount: $40,220.04 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.)*
Traffic projection modeling / summaries for the IBTC Project	**$40,220.04**
	$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. 2022-34

APPROVAL OF CONTRACT AMENDMENT 13 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 12

THIS RESOLUTION is adopted this 26th day of April 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; 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, on December 20, 2021 the Authority approved 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; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 – Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of $31,571.04; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-34 – Consideration and Approval of Contract Amendment 13 to the Professional Services Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of $40,220.04 for a revised maximum payable amount of $782,985.20.

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 13 to the Professional Services Agreement with C&M Associates, Inc., for a revised maximum amount payable of $782,985.20 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 13 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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 13
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
IBTC Project

SUPPLEMENTAL AGREEMENT NO. 13

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 13 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 $742,765.16 to $782,985.20 for a total increase of $40,220.04 due to additional scope and effort outlined in Work Authorization No. 12 for the traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application.

This Supplemental Agreement No. 13 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)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-35

APPROVAL OF MODIFICATION TO HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S AESTHETIC DESIGN FEATURES FOR STRUCTURES FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 26th Day of April, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

WHEREAS, by Resolution 2011-19, the Authority approved design elements and aesthetics for projects undertaken by the Authority; and

WHEREAS, by Resolution 2014-44, in response to a value engineering effort, the Authority approved specific aesthetic design elements for the 365 Tollway (then, State Highway 365) and the International Bridge Trade Corridor projects (the "Aesthetic Design Features for Structures"); and

WHEREAS, the post-award Value Engineering Change Order Process for the 365 Tollway has provided recommended modifications to the aesthetic design plan for the 365 Tollway (the "Modifications", attached hereto as Exhibit A); and

WHEREAS, the Modifications are consistent with the requirements of the 365 Tollway Project Development Agreement, the TxDOT Landscape and Aesthetics Design Manual, and other state and federal requirements;

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 modifications for the 365 Tollway and authorizes to staff to proceed incorporation of selected design aesthetics into the final plans, specifications, and estimates.

****

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 April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR APRIL 2022

HCRMA Board of Directors

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

HCRMA Administrative Staff

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

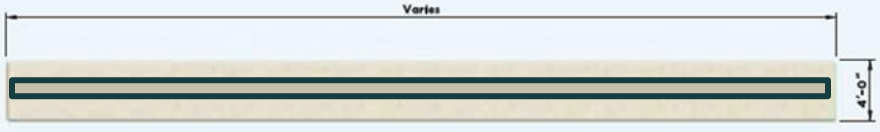
General Engineering Consultant

HDR ENGINEERING, INC.

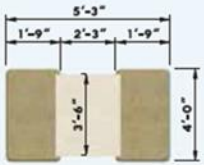
Exhibit A - Recommended modifications to the aesthetic design plan for the 365 Tollway

Prepared by: Eric Davila, PE, PMP, CCM

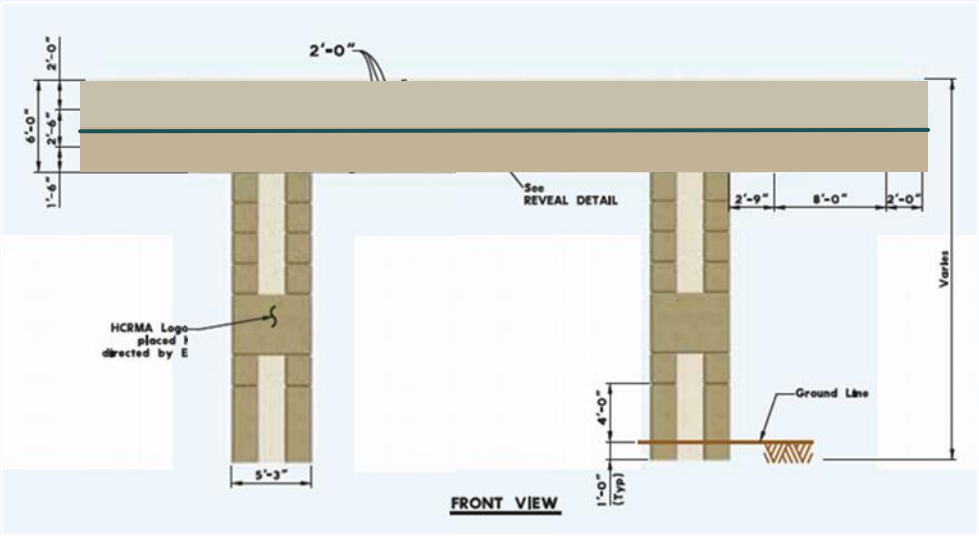
EXISTING SIMPLE COMBINATION COLUMN-BENT DESIGN (2014)



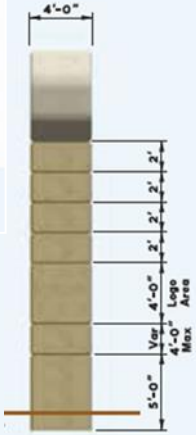
TOP VIEW

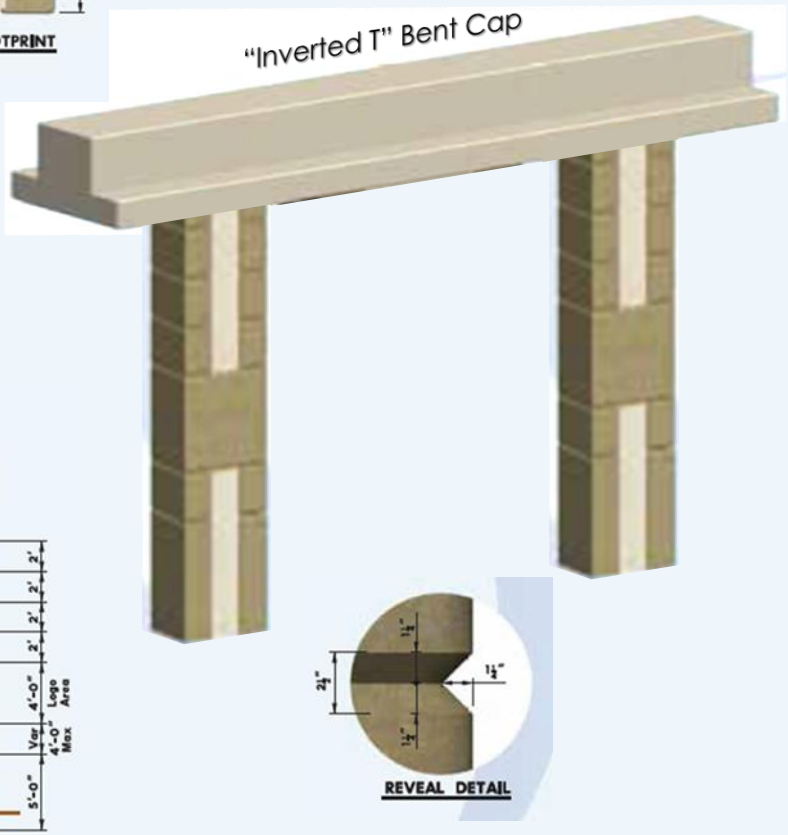


COLUMN FOOTPRINT



FRONT VIEW





REVEAL DETAIL

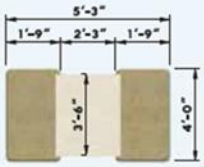
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXISTING 365 SEG 3 @ US 281 / MILITARY HWY AT SAN JUAN RD

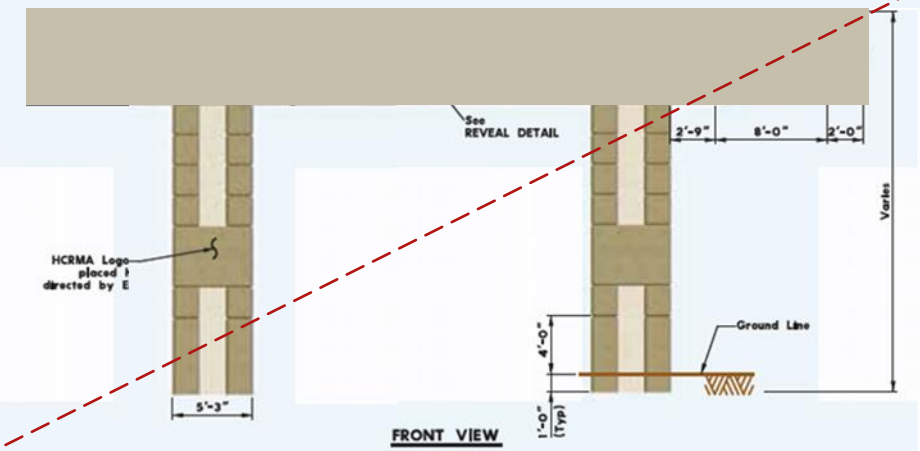
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PROPOSED SIMPLE COMBINATION COLUMN-BENT CONCEPT (2022)

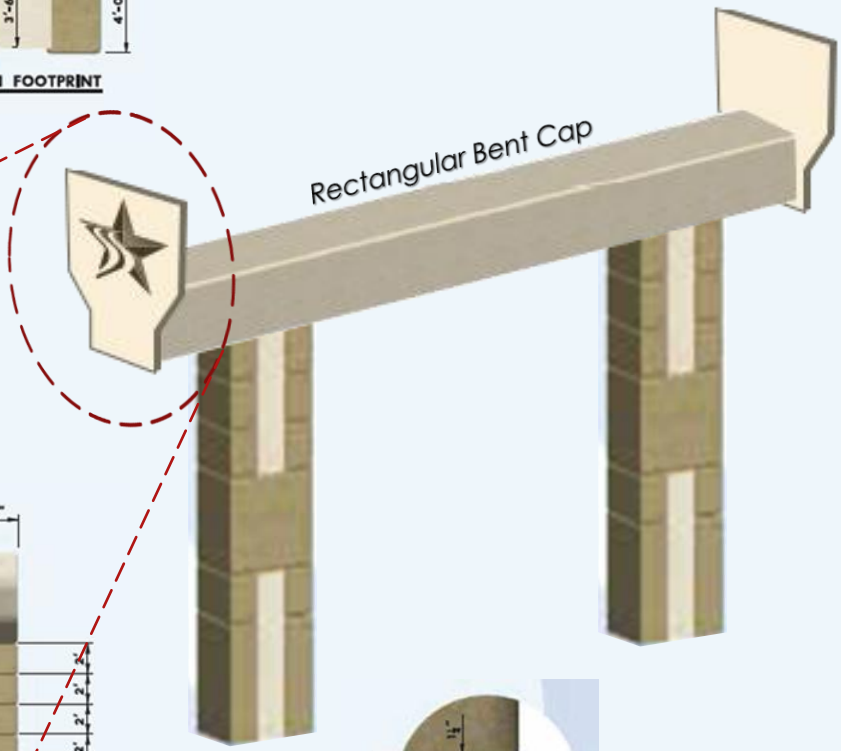
TOP VIEW

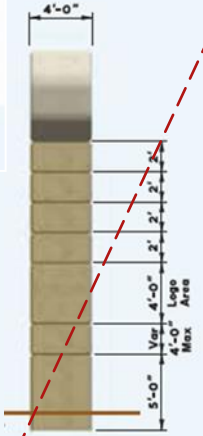


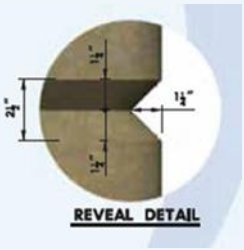
COLUMN FOOTPRINT



FRONT VIEW

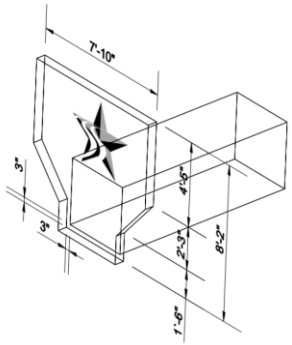


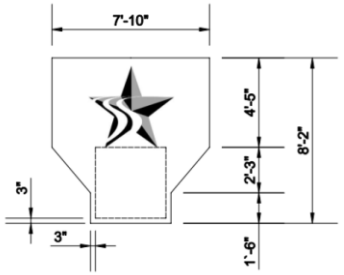




REVEAL DETAIL

Earwall Details:





Materials:
Concrete with steel reinforcement bars.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PROPOSED CONCEPT FOR 365 SEGS. 1& 2 (SAMPLE RENDERING)

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY BOARD RESOLUTION No.
2022-36

CONSIDERATION AND APPROVAL OF CHANGE ORDER NO 3 TO THAT CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 26th day of April, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract, including a post-award value engineering change proposal process,; 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 conditionally awarding the construction contract of the 365 Toll Project to the lowest, responsive, 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 No. 1 to the construction contract with Pulice Construction Inc.; provided, there was no issuance of an NTP to Pulice Construction Inc. until a Value Engineering Proposal ("VECP") was approved by the Board of Directors and TxDOT to establish the financeability of the Project. If, after the VECP process, the Project scope was not deemed feasible and additional revenue was not available to fully fund the Project, no NTP would be issued and the Authority would have terminated the contract without incurring any additional costs other than those approved under Change Order No. 1. The VECP is structured to identify concepts and function oriented techniques to improve the value of the Project, or any component thereof, including improvements to schedule, operating costs, constructability, and risk mitigation; without altering scope or environmental justices; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-78, authorizing the VECP proposals outlined in Exhibit A to Change Order No. 2 and the revising the contract amount to $281,723,797.95; and, the Authority also authorized a contingency fund for the Project in the amount of $5,000,000, and established a total overall Project cost of $286,723,797.95;

WHEREAS, the Authority and the Board amended the Contract through Amendment No. 1 to capture the risk allocations and make other Contract clarifications in support of VECP; and

WHEREAS the Authority finds it necessary to approve Resolution 2022-36, consideration and approval of Change Order No 3 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, in order to further establish the VECP concepts and supporting details as provided in Exhibit A hereto;

***

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 No. 3 (including Exhibits thereto) to the construction contract with Pulice Construction Inc. for construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of $257,922,037.62, and an overall contract amount of $281,723,797.95, which with the previously approved $5,000,000 for contingency, revises the Project cost to $286,723,797.95.

Section 3. As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net Savings includes the "Contractor's Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the Savings approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractors 60% portion of the net Savings

Section 4. 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.

Section 5. To the extent additional savings are achieved under the approved VECP concepts, such savings shall be incorporated into the gross Savings calculation

Section 6. Upon final acceptance from FHWA/TxDOT and HCRMA's Legal review of final form; the Board hereby authorizes the Executive Director to execute the Change Order No. 3.

*****

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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, PE, Executive Director

From: Ramon Navarro IV, P.E., Chief Construction Engineer

Date: April 19, 2022

Re: **CONSIDERATION AND APPROVAL OF CHANGE ORDER NO 3 TO THAT CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION FOR THE 365 TOLLWAY.**

Background

On October 19, 2021, the Board of Directors awarded the construction contract for the 365 Tollway Project to the lowest, responsive, and responsible bidder Pulice Construction, Inc. [PCI] in the amount of $295,932,420.25 with issuance of NTP subject to a reduction of scope to bring the project back into budget by implementing project's Value Engineering Change Proposals [VECP]. Board approval on November 10, 2021 of CO No.1 sanctioned the use of VECP by authorizing PCI to develop the schematics (30% of design), budget and savings; and, establishes compensation for such services to be the lesser of (a) the sum (5% of the Projected Savings x 30%), or (b) the direct costs to the Contractor in developing the acceptable Project Savings (the "Cost") within 30 days from the date of the Change Order to present projected savings acceptable to the HCRMA.

On December 20, 2021, the Authority approved Change Order No. 2 which captured accepted conceptual plans and pricing, a "not-to-exceed" Contract Price, and solidified VECP specification terms. Net savings will be shared between Contractor 60% and Owner 40%. PCI's disbursement, of the CO#2 savings will be based on 20% increments of Project's progressive construction completion; and, stipulates that any overages due to errors, oversights, omissions, additions, or corrections to final units, quantities or unit pricing, attributable to PCI revisions, shall be deducted from Contractor's 60% portion of the net savings, as detailed in the terms of the Contract.

Goal

Supported for the Board's review and consideration is Change Order No. 3. Change Order No. 3 introduces finalized plan sheets from the VECP, and will further incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Attached exhibits provide current assessment and breakdown. The Savings are based on detailed design work. Contractor's direct costs for preparation of the VECP, including final design, and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings. The net savings of any accepted VECP concepts under the Contract shall be shared between the Owner 40% and Contractor 60%. Each new VECP concept shall follow established process for the Board's consideration and approval on an individual basis.

Recommendation

Based on review by PCI, HDR (GEC), HCRMA Legal, TxDOT, FHWA and this office approval of Change Order No. 3 to the construction contract with PCI for the 365 Tollway Project is recommended.

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 3

Project Information	**ISSUANCE DATE: April 26, 2022**
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 contract award for the Project, including the Value Engineering Change Proposal, and further requires:

(i) TxDOT concurrence on this Change Order No. 3, as required in the Project Development Agreement.

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 under the Contract (Section V of the Bid Document). Through VECP, Contractor submitted and Owner accepted a reduction in Project cost of $38,010,382.63 (the "Savings"), revising the Contract price to: $281,723,797.95 (the "Contract Price"). During the VECP process, Contractor confirmed quantities and unit pricing for each unit in the Contract. At the time of Change Order No. 2 approval, items included in the Savings had been conceptually designed by Contractor to 30% of design (the "Schematics"), and approved as an amendment to the plans and specifications under the Contract. TxDOT previously approved Change Order No. 1 Change Order No. 2.

   Recognizing that, in order to secure the Savings required for financing, Change Order No. 2 established the final units, quantities, and unit pricing for approved VECP items under the Contract, this Change Order No. 3 provides the further detail to the initial VECP concepts, provided as Exhibit A, hereto. To the extent Change Order No. 3 updates units, quantities, or pricing approved in Change Order No 2, the parties agree that the Savings shall not be modified except as provided for in Section 3 below.

2. **Costs of VECP Design**. The parties agreed that the 30% design Schematics Cost for the approved VECP items ($613,285.06), reimbursed by the Owner, shall be deducted from the total gross Savings of the approved VECP. Owner owns the Schematics created in support of the Savings.

   Contractor is currently completing the final design of the approved VECP. Change Order No. 2 approved reimbursements to the Contractor by the Owner at design milestones of

60%, 90%, and 100% completion and acceptance in an aggregate amount not to exceed the 5% of the Savings (less any amount previously paid for in developing the Savings concepts to the construction level); provided that the total design cost (including Schematics and Final Design milestone payments) shall not exceed $1,943,648.45. 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 reimbursed by Owner) and Owner's reasonable costs to review and administer the VECP (established at $545,178.43), and other approved costs (collectively, the "Costs") shall be deducted from the gross Savings as described below.

3. **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%.

As provided for in Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net Savings includes the "Contractor's Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2, including the total actual quantities for VECP items, may not result in the Savings approved by the parties. To the extent total actual costs paid by Owner to Contractor exceed the total amount approved by Change Order No. 2, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor's 60% portion of the net Savings.

To the extent additional savings are achieved under the approved VECP concepts, such savings shall be incorporated into the gross Savings calculation.

4. **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, in the estimated amounts 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

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 net VECP Savings shall be shared between Contractor and Owner as described above.

***

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 3

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 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").

1. **Contractor VECP Savings Payments.**

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

Construction Progress	Proposed Savings Payment
20% Completion	$4,262,586.69
40% Completion	$4,262,586.69
60% Completion	$4,262,586.69
80% Completion	$4,262,586.69
Final Acceptance	$4,262,586.69
	$21,312,933.45

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

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 net 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%.

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
100-6002	PREPARING ROW	STATION	887.35	$24,000.00	$21,296,400.00	$ 21,296,400.00	887.35	$21,936.15	0.00				0.00				0.00
103-6001	DISPOSAL OF WATER WELLS	EACH	2.00	$3,228.72	$6,457.44				0.00				0.00				0.00
104-6001	REMOVING CONC (PAV)	SQUAREYARD	518.00	$6.32	$3,273.76				0.00				0.00				0.00
104-6003	REMOVING CONC (FLOORS)	SQUAREYARD	485.00	$10.00	$4,850.00				0.00				0.00				0.00
104-6009	REMOVING CONC (RIPRAP)	SQUAREYARD	2,262.00	$5.91	$13,368.42				0.00				0.00				0.00
104-6011	REMOVING CONC (MEDIANS)	SQUAREYARD	11.00	$4.46	$49.06				0.00				0.00				0.00
104-6013	REMOVING CONC (FOUNDATIONS)	SQUAREYARD	3,284.00	$8.08	$26,534.72				0.00				0.00				0.00
104-6015	REMOVING CONC (SIDEWALKS)	SQUAREYARD	131.00	$5.11	$669.41				0.00				0.00				0.00
104-6017	REMOVING CONC (DRIVEWAYS)	SQUAREYARD	99.00	$9.06	$896.94				0.00				0.00				0.00
104-6021	REMOVING CONC (CURB)	LINEARFOOT	2,125.00	$3.61	$7,671.25				0.00				0.00				0.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEARFOOT	1,828.00	$4.88	$8,920.64				0.00				0.00				0.00
104-6026	REMOVE CONC (GUTTER)	LINEARFOOT	174.00	$7.00	$1,218.00				0.00				0.00				0.00
106-6002	OBLITERATING ABANDONED ROAD	SQUAREYARD	75,668.00	$1.25	$94,585.00				0.00				0.00				0.00
110-6001	EXCAVATION (ROADWAY)	CUBICYARD	294,036.00	$2.50	$735,090.00				0.00	$ 735,090.00	294,310.00	$2.50	274.00				0.00
110-6002	EXCAVATION (CHANNEL)	CUBICYARD	68,704.00	$3.50	$240,464.00				0.00				0.00				0.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBICYARD	11,286.00	$4.00	$45,144.00				0.00				0.00				0.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBICYARD	3,952,855.00	$5.00	$19,764,275.00	$ 19,764,275.00	3,270,150.22	$5.00	-682704.78	$ 19,764,275.00	3,953,091.00	$5.00	236.00	$ 19,764,275.00	3,936,957.00	$5.00	-15898.00
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	$2,150.00	$723,389.00				0.00				0.00				0.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	$725.00	$236,168.75				0.00				0.00				0.00
168-6001	VEGETATIVE WATERING	1000GAL	49,761.00	$38.75	$1,928,238.75				0.00				0.00				0.00
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUAREYARD	383,206.00	$1.35	$517,328.10				0.00				0.00				0.00
204-6003	SPRINKLING (DUST CONTROL)	1000GAL	15,123.00	$15.00	$226,845.00				0.00				0.00				0.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBICYARD	16,380.00	$40.91	$670,105.80	$ 670,105.80	12,451.00	$40.91	-3929.00	$ 670,105.80	15,815.00	$40.91	-565.00	$ 670,105.80	15,020.00	$40.91	-1360.00
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUAREYARD	620.00	$3.14	$1,946.80				0.00				0.00				0.00
260-6006	LIME TRT (EXST MATL) (6")	SQUAREYARD	167,789.00	$1.25	$209,736.25				0.00				0.00				0.00
260-6011	LIME TRT (EXST MATL) (12")	SQUAREYARD	942,799.00	$2.25	$2,121,297.75	$ 2,121,297.75	919,223.00	$2.25	-23576.00	$ 2,121,297.75	939,412.00	$2.25	-3387.00	$ 2,121,297.75	934,639.00	$2.25	-8160.00
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27,938.40	$165.00	$4,609,836.00	$ 4,609,836.00	27,301.86	$165.00	-636.54	$ 4,609,836.00	27,846.00	$165.00	-92.40	$ 4,609,836.00	27,718.00	$165.00	-220.40
260-6054	LIME TRT (NEW BASE)(10")	SQUAREYARD	39,964.00	$3.00	$119,892.00				0.00				0.00				0.00
275-6001	CEMENT	TON	0.00	$0.00	$0.00	$ -	-199.94	$135.00	-199.94	$ -	-28.75	$135.00	-28.75	$ -	-69.21	$135.00	-69.21
275-6003	CEMENT TREAT (NEW BASE) (6")	SQUAREYARD	0.00	$0.00	$0.00	$ -	-23,574.00	$5.11	-23574.00	$ -	-3,390.00	$5.11	-3390.00	$ -	-8,160.00	$5.11	-8160.00
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBICYARD	147,936.00	$95.00	$14,053,920.00												
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUAREYARD	24,588.00	$0.68	$16,719.84				0.00				0.00				0.00
310-6009	PRIME COAT (MC-30)	GALLON	220,296.00	$3.93	$865,763.28	$ 865,763.28	215,581.00	$3.93	-4715.00	$ 865,763.28	219,618.00	$3.93	-678.00	$ 865,763.28	218,664.00	$3.93	-1632.00
316-6004	ASPH (TIER I)	GALLON	17,050.00	$3.93	$67,006.50				0.00				0.00				0.00
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBICYARD	368.00	$113.50	$41,768.00				0.00				0.00				0.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53,222.00	$116.50	$6,200,363.00	$ 6,200,363.00	51,925.00	$116.50	-1297.00	$ 6,200,363.00	53,035.00	$116.50	-187.00	$ 6,200,363.00	52,773.00	$116.50	-449.00
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9,028.00	$127.50	$1,151,070.00				0.00				0.00				0.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUAREYARD	7,693.00	$0.75	$5,769.75				0.00				0.00				0.00
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
360-6003	CONC PVMT (CONT REINF - CRCP) (9")	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00	$ -	-11,520.27	$53.90	-11520.27
360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUAREYARD	91,398.00	$57.00	$5,209,686.00				0.00	$ 4,961,083.44	88,009.00	$54.28	-3389.00	$ 4,961,083.44	93,848.00	$54.28	2450.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUAREYARD	551,331.00	$64.00	$35,285,184.00				0.00				0.00				0.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUAREYARD	168,057.00	$62.00	$10,419,534.00				0.00				0.00				0.00
360-	CONC PVMT (CONT REINF - CRCP)(10")SPL	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUAREYARD	3,890.00	$95.00	$369,550.00				0.00				0.00				0.00
400-6005	CEM STABIL BKFL	CUBICYARD	4,694.30	$50.00	$234,715.00				0.00				0.00				0.00
400-6006	CUT & RESTORING PAV	SQUAREYARD	929.00	$40.00	$37,160.00				0.00				0.00				0.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBICYARD	7,682.00	$42.00	$322,644.00				0.00				0.00				0.00
400-6011	SAND BACKFILL	CUBICYARD	16,350.00	$23.00	$376,050.00				0.00				0.00				0.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEARFOOT	35,396.00	$1.70	$60,173.20				0.00				0.00				0.00
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEARFOOT	6,992.00	$119.63	$836,452.96				0.00				0.00				0.00
416-6001	DRILL SHAFT (18 IN)	LINEARFOOT	1,424.00	$155.41	$221,303.84				0.00				0.00				0.00
416-6003	DRILL SHAFT (30 IN)	LINEARFOOT	160.00	$252.78	$40,444.80				0.00				0.00				0.00
416-6004	DRILL SHAFT (36 IN)	LINEARFOOT	16,997.00	$170.65	$2,900,538.05				0.00				0.00				0.00
416-6005	DRILL SHAFT (42 IN)	LINEARFOOT	9,092.00	$208.19	$1,892,863.48				0.00				0.00				0.00
416-6008	DRILL SHAFT (60 IN)	LINEARFOOT	3,148.00	$415.08	$1,306,671.84				0.00				0.00				0.00
416-6010	DRILL SHAFT (72 IN)	LINEARFOOT	1,882.00	$579.98	$1,091,522.36				0.00				0.00				0.00
416-6012	DRILL SHAFT (84 IN)	LINEARFOOT	708.00	$665.00	$470,820.00				0.00				0.00				0.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEARFOOT	28.00	$79.97	$2,239.16				0.00				0.00				0.00
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEARFOOT	755.00	$143.94	$108,674.70				0.00				0.00				0.00
416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEARFOOT	76.00	$496.34	$37,721.84				0.00				0.00				0.00
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEARFOOT	698.00	$653.22	$455,947.56				0.00				0.00				0.00
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEARFOOT	827.00	$726.21	$600,575.67				0.00				0.00				0.00
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEARFOOT	190.00	$815.25	$154,897.50				0.00				0.00				0.00
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEARFOOT	495.00	$820.45	$406,122.75				0.00				0.00				0.00
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEARFOOT	1,320.00	$233.35	$308,022.00				0.00				0.00				0.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEARFOOT	34.20	$208.37	$7,126.25				0.00				0.00				0.00
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEARFOOT	522.20	$538.05	$280,969.71				0.00				0.00				0.00
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEARFOOT	154.00	$784.61	$120,829.94				0.00				0.00				0.00
420-6013	CL C CONC (ABUT)	CUBICYARD	1,602.40	$658.00	$1,054,379.20				0.00				0.00				0.00
420-6025	CL C CONC (BENT)	CUBICYARD	36.40	$833.10	$30,324.84				0.00				0.00				0.00
420-6029	CL C CONC (CAP)	CUBICYARD	2,736.20	$699.31	$1,913,452.02				0.00				0.00				0.00
420-6037	CL C CONC (COLUMN)	CUBICYARD	1,687.80	$765.75	$1,292,432.85				0.00				0.00				0.00
420-6043	CL C CONC (FOOTING)	CUBICYARD	330.30	$545.45	$180,162.14				0.00				0.00				0.00
420-6066	CL C CONC (RAIL FOUNDATION)	CUBICYARD	28.00	$847.83	$23,739.24				0.00				0.00				0.00
420-9001	CLASS CLASS "D" CONC (MISC)	CUBICYARD	25.90	$1,208.21	$31,292.64				0.00				0.00				0.00
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBICYARD	119.00	$870.48	$103,587.12				0.00				0.00				0.00
422-6001	REINF CONC SLAB	SQUAREFOOT	451,242.00	$15.20	$6,858,878.40				0.00				0.00				0.00
422-6015	APPROACH SLAB	CUBICYARD	2,102.43	$443.47	$932,364.63				0.00				0.00				0.00
423-6001	RETAINING WALL (MSE)	SQUAREFOOT	470,320.00	$68.66	$32,292,171.20	$ 32,292,171.20	355,267.00	$68.66	-115053.00				0.00				0.00
425-6037	PRESTR CONC GIRDER (TX40)	LINEARFOOT	4,871.72	$174.72	$851,186.92				0.00				0.00				0.00
425-6038	PRESTR CONC GIRDER (TX46)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
425-6039	PRESTR CONC GIRDER (TX54)	LINEARFOOT	48,168.24	$169.05	$8,142,840.97				0.00				0.00				0.00
425-6040	PRESTR CONC GIRDER (TX62)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
432-6001	RIPRAP (CONC)(4 IN)	CUBICYARD	10,828.30	$360.00	$3,898,188.00				0.00				0.00				0.00
432-6002	RIPRAP (CONC)(5 IN)	CUBICYARD	477.00	$360.00	$171,720.00				0.00				0.00				0.00
432-6003	RIPRAP (CONC)(6 IN)	CUBICYARD	481.00	$360.00	$173,160.00				0.00				0.00				0.00
432-6006	RIPRAP (CONC)(CL B)	CUBICYARD	100.00	$360.00	$36,000.00				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
432-6009	RIPRAP (CONC) (CL B) (4")	CUBICYARD	42.51	$360.00	$15,303.60				0.00				0.00				0.00
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBICYARD	110.00	$113.48	$12,482.80				0.00				0.00				0.00
432-6044	RIPRAP (CONC)(FLUME)	CUBICYARD	719.00	$360.00	$258,840.00	$ 258,840.00	854.50	$360.00	135.50				0.00				0.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBICYARD	3,280.44	$360.00	$1,180,958.40	$ 1,180,958.40	1,452.44	$360.00	-1828.00				0.00				0.00
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10.00	$2,004.95	$20,049.50				0.00				0.00				0.00
434-6026	ELASTOMERIC BEARING (E7)	EACH	10.00	$3,418.95	$34,189.50				0.00				0.00				0.00
434-6035	ELASTOMERIC BEARING (F7)	EACH	10.00	$3,360.95	$33,609.50				0.00				0.00				0.00
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10.00	$2,916.95	$29,169.50				0.00				0.00				0.00
442-6001	STR STEEL (PLATE GIRDER)	POUND	2,931,330.00	$2.33	$6,829,998.90				0.00				0.00				0.00
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2,573.00	$5.66	$14,563.18				0.00				0.00				0.00
450-6006	RAIL (TY T223)	LINEARFOOT	90.00	$136.47	$12,282.30				0.00				0.00				0.00
450-6023	RAIL (TY SSTR)	LINEARFOOT	44,647.70	$56.92	$2,541,347.08	$ 2,541,347.08	33,457.70	$56.92	-11190.00				0.00				0.00
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEARFOOT	100.00	$66.03	$6,603.00				0.00				0.00				0.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848.00	$67.63	$57,350.24				0.00				0.00				0.00
450-9002	RAIL (TY SSTR) SPL	LINEARFOOT	240.00	$67.59	$16,221.60				0.00				0.00				0.00
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEARFOOT	2,633.10	$117.68	$309,863.21				0.00				0.00				0.00
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEARFOOT	169.00	$168.62	$28,496.78				0.00				0.00				0.00
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEARFOOT	313.00	$201.79	$63,160.27				0.00				0.00				0.00
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEARFOOT	812.00	$220.69	$179,200.28				0.00				0.00				0.00
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEARFOOT	373.00	$237.70	$88,662.10				0.00				0.00				0.00
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEARFOOT	620.00	$337.35	$209,157.00				0.00				0.00				0.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEARFOOT	172.00	$417.53	$71,815.16				0.00				0.00				0.00
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEARFOOT	1,316.00	$682.82	$898,591.12				0.00				0.00				0.00
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEARFOOT	654.00	$695.29	$454,719.66				0.00				0.00				0.00
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEARFOOT	438.00	$1,141.35	$499,911.30				0.00				0.00				0.00
464-6003	RC PIPE (CL III)(18 IN)	LINEARFOOT	1,671.00	$53.15	$88,813.65				0.00				0.00				0.00
464-6005	RC PIPE (CL III)(24 IN)	LINEARFOOT	5,160.00	$53.32	$275,131.20				0.00				0.00				0.00
464-6007	RC PIPE (CL III)(30 IN)	LINEARFOOT	1,545.00	$77.20	$119,274.00				0.00				0.00				0.00
464-6008	RC PIPE (CL III)(36 IN)	LINEARFOOT	1,557.00	$97.90	$152,430.30				0.00				0.00				0.00
464-6009	RC PIPE (CL III)(42 IN)	LINEARFOOT	958.00	$119.04	$114,040.32				0.00				0.00				0.00
464-6010	RC PIPE (CL III)(48 IN)	LINEARFOOT	600.00	$152.65	$91,590.00				0.00				0.00				0.00
464-6026	RC PIPE (CL V)(24 IN)	LINEARFOOT	4,512.00	$65.99	$297,746.88				0.00				0.00				0.00
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11,585.00	$41.22	$477,533.70				0.00				0.00				0.00
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEARFOOT	4,074.00	$61.24	$249,491.76				0.00				0.00				0.00
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEARFOOT	1,360.00	$77.81	$105,821.60				0.00				0.00				0.00
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEARFOOT	3,103.00	$101.02	$313,465.06				0.00				0.00				0.00
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEARFOOT	2,013.00	$122.16	$245,908.08				0.00				0.00				0.00
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEARFOOT	1,888.00	$142.34	$268,737.92				0.00				0.00				0.00
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEARFOOT	20.00	$219.49	$4,389.80				0.00				0.00				0.00
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEARFOOT	2,042.00	$199.27	$406,909.34				0.00				0.00				0.00
464-6049	RC PIPE (CL IV)(21 IN)	LINEARFOOT	425.00	$66.74	$28,364.50				0.00				0.00				0.00
464-6059	RC PIPE (CL V)(30 IN)	LINEARFOOT	1,622.00	$100.90	$163,659.80				0.00				0.00				0.00
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEARFOOT	394.00	$59.04	$23,261.76				0.00				0.00				0.00
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEARFOOT	318.00	$309.84	$98,529.12				0.00				0.00				0.00
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5.00	$5,314.33	$26,571.65				0.00				0.00				0.00
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50.00	$2,652.04	$132,602.00				0.00				0.00				0.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2.00	$10,118.07	$20,236.14				0.00				0.00				0.00
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5.00	$19,000.00	$95,000.00				0.00				0.00				0.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4.00	$6,435.74	$25,742.96				0.00				0.00				0.00
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2.00	$4,874.09	$9,748.18				0.00				0.00				0.00
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10.00	$5,196.93	$51,969.30				0.00				0.00				0.00
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1.00	$6,865.22	$6,865.22				0.00				0.00				0.00
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9.00	$5,837.41	$52,536.69				0.00				0.00				0.00
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2.00	$9,769.62	$19,539.24				0.00				0.00				0.00
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EACH	67.00	$3,501.76	$234,617.92	$ 234,617.92	18.00	$3,501.76	-49.00				0.00				0.00
465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12.00	$4,094.42	$49,133.04				0.00				0.00				0.00
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57.00	$6,853.95	$390,675.15	$ 390,675.15	51.00	$6,853.95	-6.00				0.00				0.00
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82.00	$7,033.94	$576,783.08				0.00				0.00				0.00
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4.00	$15,813.78	$63,255.12				0.00				0.00				0.00
465-9002	INLET (COMPL) (TY L1)	EACH	15.00	$3,447.04	$51,705.60	$ 51,705.60	11.00	$3,447.04	-4.00				0.00				0.00
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7.00	$4,429.59	$31,007.13				0.00				0.00				0.00
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1.00	$6,509.04	$6,509.04				0.00				0.00				0.00
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1.00	$4,945.07	$4,945.07				0.00				0.00				0.00
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1.00	$11,700.92	$11,700.92				0.00				0.00				0.00
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2.00	$11,519.00	$23,038.00				0.00				0.00				0.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2.00	$12,284.01	$24,568.02				0.00				0.00				0.00
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2.00	$13,751.96	$27,503.92				0.00				0.00				0.00
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2.00	$14,977.75	$29,955.50				0.00				0.00				0.00
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2.00	$7,320.35	$14,640.70				0.00				0.00				0.00
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7.00	$10,849.00	$75,943.00				0.00				0.00				0.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1.00	$13,770.39	$13,770.39				0.00				0.00				0.00
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1.00	$6,471.45	$6,471.45				0.00				0.00				0.00
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2.00	$11,661.05	$23,322.10				0.00				0.00				0.00
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7.00	$1,213.53	$8,494.71				0.00				0.00				0.00
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89.00	$1,213.52	$108,003.28				0.00				0.00				0.00
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12.00	$1,213.52	$14,562.24				0.00				0.00				0.00
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3.00	$1,263.53	$3,790.59				0.00				0.00				0.00
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73.00	$1,263.52	$92,236.96				0.00				0.00				0.00
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84.00	$1,263.52	$106,135.68				0.00				0.00				0.00
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16.00	$1,473.46	$23,575.36				0.00				0.00				0.00
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4.00	$1,473.46	$5,893.84				0.00				0.00				0.00
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4.00	$1,798.46	$7,193.84				0.00				0.00				0.00
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1.00	$2,796.92	$2,796.92				0.00				0.00				0.00
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4.00	$3,446.91	$13,787.64				0.00				0.00				0.00
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2.00	$3,746.92	$7,493.84				0.00				0.00				0.00
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1.00	$5,696.92	$5,696.92				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEARFOOT	33.00	$270.57	$8,928.81				0.00				0.00				0.00
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEARFOOT	237.00	$612.89	$145,254.93				0.00				0.00				0.00
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEARFOOT	100.00	$1,657.72	$165,772.00				0.00				0.00				0.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEARFOOT	533.00	$766.77	$408,688.41				0.00				0.00				0.00
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEARFOOT	100.00	$1,843.66	$184,366.00				0.00				0.00				0.00
479-6001	ADJUSTING MANHOLES	EACH	1.00	$850.00	$850.00				0.00				0.00				0.00
496-6004	REMOV STR (SET)	EACH	50.00	$450.00	$22,500.00				0.00				0.00				0.00
496-6005	REMOV STR (WINGWALL)	EACH	1.00	$2,500.00	$2,500.00				0.00				0.00				0.00
496-6006	REMOV STR (HEADWALL)	EACH	10.00	$2,800.00	$28,000.00				0.00				0.00				0.00
496-6007	REMOV STR (PIPE)	LINEARFOOT	10,244.00	$10.00	$102,440.00				0.00				0.00				0.00
496-6008	REMOV STR (BOX CULVERT)	LINEARFOOT	252.00	$30.00	$7,560.00				0.00				0.00				0.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1.00	$25,367.23	$25,367.23				0.00				0.00				0.00
496-6016	REMOV STR (PIPE)	EACH	8.00	$900.00	$7,200.00				0.00				0.00				0.00
496-6041	REMOV STR (LARGE)	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
496-6042	REMOV STR (SMALL)	EACH	10.00	$250.00	$2,500.00				0.00				0.00				0.00
496-6043	REMOV STR (SMALL FENCE)	LINEARFOOT	8,271.00	$3.00	$24,813.00				0.00				0.00				0.00
496-6096	REMOV STR (WELL GATE)	EACH	9.00	$2,000.00	$18,000.00				0.00				0.00				0.00
496-9001	REMOVE (ROCK RIPRAP)	CUBICYARD	30.00	$100.00	$3,000.00				0.00				0.00				0.00
500-6001	MOBILIZATION	LUMPSUM	1.00	$29,593,242.02	$29,593,242.02				0.00				0.00				0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42.00	$45,000.00	$1,890,000.00				0.00				0.00				0.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEARFOOT	523.00	$31.75	$16,605.25				0.00				0.00				0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LINEARFOOT	523.00	$16.75	$8,760.25				0.00				0.00				0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUAREYARD	3,120.00	$28.25	$88,140.00				0.00				0.00				0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUAREYARD	3,120.00	$14.50	$45,240.00				0.00				0.00				0.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61.00	$67.36	$4,108.96				0.00				0.00				0.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEARFOOT	39,560.00	$2.95	$116,702.00				0.00				0.00				0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEARFOOT	39,560.00	$1.20	$47,472.00				0.00				0.00				0.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEARFOOT	28,752.00	$5.55	$159,573.60				0.00				0.00				0.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEARFOOT	28,752.00	$1.20	$34,502.40				0.00				0.00				0.00
508-6001	CONSTRUCTING DETOURS	SQUAREYARD	4,138.00	$20.68	$85,573.84				0.00				0.00				0.00
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY1)	LINEARFOOT	334.00	$77.37	$25,841.58				0.00				0.00				0.00
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEARFOOT	64.00	$2.58	$165.12				0.00				0.00				0.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEARFOOT	3,458.00	$66.79	$230,959.82				0.00				0.00				0.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEARFOOT	10.00	$104.88	$1,048.80				0.00				0.00				0.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEARFOOT	10,082.00	$77.55	$781,859.10				0.00				0.00				0.00
514-6038	PERM CTB (SSCB) (TY 1) (MOD)	LINEARFOOT	0.00	$0.00	$0.00	$ -	53,045.00	$60.57	53045.00				0.00				0.00
528-6004	LANDSCAPE PAVERS	SQUAREYARD	12,727.00	$46.80	$595,623.60				0.00				0.00				0.00
529-6002	CONC CURB (TY II)	LINEARFOOT	2,084.00	$12.50	$26,050.00				0.00				0.00				0.00
529-6006	CONC CURB (MONO) (TY II A)	LINEARFOOT	613.00	$14.75	$9,041.75				0.00				0.00				0.00
529-6024	CONC CURB (MOUNTABLE)	LINEARFOOT	5,026.00	$13.00	$65,338.00				0.00				0.00				0.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEARFOOT	8,121.00	$13.75	$111,663.75				0.00				0.00				0.00
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEARFOOT	640.00	$28.00	$17,920.00				0.00				0.00				0.00
529-6031	CONC CURB & GUTTER(VALLEY GUTTER)(48")	LINEARFOOT	19,219.00	$45.00	$864,855.00				0.00				0.00				0.00
530-6002	INTERSECTIONS (ACP)	SQUAREYARD	372.00	$25.48	$9,478.56				0.00				0.00				0.00
530-6005	DRIVEWAYS (ACP)	SQUAREYARD	7,236.00	$50.00	$361,800.00				0.00				0.00				0.00
531-6001	CONC SIDEWALKS (4")	SQUAREYARD	341.00	$38.25	$13,043.25				0.00				0.00				0.00
531-6004	CURB RAMPS (TY 1)	EACH	8.00	$1,100.00	$8,800.00				0.00				0.00				0.00
531-6008	CURB RAMPS (TY 5)	EACH	1.00	$1,100.00	$1,100.00				0.00				0.00				0.00
531-6010	CURB RAMPS (TY 7)	EACH	3.00	$1,100.00	$3,300.00				0.00				0.00				0.00
531-6015	CURB RAMPS (TY 20)	EACH	26.00	$1,100.00	$28,600.00				0.00				0.00				0.00
538-6001	RIGHT OF WAY MARKERS	EACH	2.00	$458.49	$916.98				0.00				0.00				0.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEARFOOT	45,614.00	$30.44	$1,388,490.16	$ 1,388,490.16	16,461.00	$30.44	-29153.00				0.00				0.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96.00	$1,958.82	$188,046.72				0.00				0.00				0.00
540-6014	SHORT RADIUS	LINEARFOOT	1,295.00	$34.94	$45,247.30				0.00				0.00				0.00
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91.00	$1,334.12	$121,404.92	$ 121,404.92	50.00	$1,334.12	-41.00				0.00				0.00
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEARFOOT	2,988.00	$0.95	$2,838.60				0.00				0.00				0.00
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEARFOOT	46,203.00	$17.47	$807,166.41	$ 807,166.41	5,127.00	$17.47	-41076.00				0.00				0.00
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30.00	$3,303.53	$99,105.90	$ 99,105.90	4.00	$3,303.53	-26.00				0.00				0.00
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108.00	$2,964.70	$320,187.60	$ 320,187.60	67.00	$2,964.70	-41.00				0.00				0.00
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9.00	$37,228.22	$335,053.98				0.00				0.00				0.00
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEARFOOT	65.00	$116.47	$7,570.55				0.00				0.00				0.00
550-6003	CHAIN LINK FENCE (REMOVE)	LINEARFOOT	1,562.00	$7.41	$11,574.42				0.00				0.00				0.00
550-6006	GATE (REMOVE)	EACH	1.00	$1,588.23	$1,588.23				0.00				0.00				0.00
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEARFOOT	21,120.00	$17.14	$361,996.80				0.00				0.00				0.00
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3.00	$175.32	$525.96				0.00				0.00				0.00
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1.00	$250.00	$250.00				0.00				0.00				0.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32.00	$1,484.15	$47,492.80				0.00				0.00				0.00
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76.00	$1,293.65	$98,317.40				0.00				0.00				0.00
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3.00	$5,301.35	$15,904.05				0.00				0.00				0.00
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26.00	$3,812.67	$99,129.42				0.00				0.00				0.00
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81.00	$4,393.17	$355,846.77				0.00				0.00				0.00
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42.00	$3,744.46	$157,267.32				0.00				0.00				0.00
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11.00	$6,177.44	$67,951.84				0.00				0.00				0.00
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4.00	$6,222.91	$24,891.64				0.00				0.00				0.00
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4.00	$4,439.99	$17,759.96				0.00				0.00				0.00
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26.00	$4,696.78	$122,116.28				0.00				0.00				0.00
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10.00	$67,535.62	$675,356.20				0.00				0.00				0.00
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
618-6016	CONDT (PVC) (SCH 40) (1")	LINEARFOOT	3,298.00	$9.45	$31,166.10				0.00				0.00				0.00
618-6023	CONDT (PVC) (SCH 40) (2")	LINEARFOOT	49,972.00	$10.44	$521,707.68				0.00				0.00				0.00
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEARFOOT	4,563.00	$16.26	$74,194.38				0.00				0.00				0.00
618-6029	CONDT (PVC) (SCH 40) (3")	LINEARFOOT	707.00	$13.93	$9,848.51				0.00				0.00				0.00
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEARFOOT	320.00	$21.76	$6,963.20				0.00				0.00				0.00
618-6033	CONDT (PVC) (SCH 40) (4")	LINEARFOOT	1,393.00	$17.95	$25,004.35				0.00				0.00				0.00
618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEARFOOT	1,591.00	$26.35	$41,922.85				0.00				0.00				0.00
618-6046	CONDT (PVC) (SCH 80) (2")	LINEARFOOT	6,655.00	$11.48	$76,399.40				0.00				0.00				0.00
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEARFOOT	2,545.00	$19.88	$50,594.60				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
618-6064	CONDT (RM) (1")	LINEARFOOT	5,661.00	$26.04	$147,412.44				0.00				0.00				0.00
618-6074	CONDT (RM) (3")	LINEARFOOT	6,800.00	$95.41	$648,788.00				0.00				0.00				0.00
618-	CONDT (FIBERGLASS) (3")	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEARFOOT	155,515.00	$0.56	$87,088.40				0.00				0.00				0.00
620-6003	ELEC CONDR (NO.12) BARE	LINEARFOOT	3,509.00	$0.75	$2,631.75				0.00				0.00				0.00
620-6004	ELEC CONDR (NO.12) INSULATED	LINEARFOOT	7,018.00	$0.73	$5,123.14				0.00				0.00				0.00
620-6007	ELEC CONDR (NO.8) BARE	LINEARFOOT	48,044.00	$0.75	$36,033.00				0.00				0.00				0.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEARFOOT	260,663.00	$1.19	$310,188.97				0.00				0.00				0.00
620-6009	ELEC CONDR (NO.6) BARE	LINEARFOOT	13,884.00	$1.24	$17,216.16				0.00				0.00				0.00
620-6010	ELEC CONDR (NO.6) INSULATED	LINEARFOOT	28,088.00	$1.40	$39,323.20				0.00				0.00				0.00
620-6011	ELEC CONDR (NO.4) BARE	LINEARFOOT	6,691.00	$1.73	$11,575.43				0.00				0.00				0.00
620-6012	ELEC CONDR (NO.4) INSULATED	LINEARFOOT	13,412.00	$1.99	$26,689.88				0.00				0.00				0.00
620-6013	ELEC CONDR (NO.3) BARE	LINEARFOOT	3,045.00	$5.18	$15,773.10				0.00				0.00				0.00
620-6014	ELEC CONDR (NO.3) INSULATED	LINEARFOOT	6,090.00	$3.06	$18,635.40				0.00				0.00				0.00
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEARFOOT	2,761.00	$2.22	$6,129.42				0.00				0.00				0.00
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEARFOOT	1,899.00	$4.93	$9,362.07				0.00				0.00				0.00
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342.00	$1,307.14	$447,041.88				0.00				0.00				0.00
624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55.00	$1,481.80	$81,499.00				0.00				0.00				0.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEARFOOT	700.00	$5.36	$3,752.00				0.00				0.00				0.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEARFOOT	1,980.00	$3.17	$6,276.60				0.00				0.00				0.00
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1.00	$7,456.08	$7,456.08				0.00				0.00				0.00
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32.00	$7,898.18	$252,741.76				0.00				0.00				0.00
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5.00	$6,333.27	$31,666.35				0.00				0.00				0.00
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6.00	$2,977.08	$17,862.48				0.00				0.00				0.00
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41.00	$5,254.12	$215,418.92				0.00				0.00				0.00
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10.00	$5,271.51	$52,715.10				0.00				0.00				0.00
636-6001	ALUMINUM SIGNS (TY A)	SQUAREFOOT	94.00	$19.73	$1,854.62				0.00				0.00				0.00
636-6002	ALUMINUM SIGNS (TY G)	SQUAREFOOT	8,347.25	$27.30	$227,879.93				0.00				0.00				0.00
636-6003	ALUMINUM SIGNS (TY O)	SQUAREFOOT	1,564.75	$35.52	$55,579.92				0.00				0.00				0.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324.00	$661.06	$214,183.44				0.00				0.00				0.00
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185.00	$825.26	$152,673.10				0.00				0.00				0.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34.00	$916.96	$31,176.64				0.00				0.00				0.00
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	EACH	3.00	$1,130.20	$3,390.60				0.00				0.00				0.00
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	EACH	14.00	$1,146.20	$16,046.80				0.00				0.00				0.00
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	EACH	2.00	$2,367.03	$4,734.06				0.00				0.00				0.00
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20.00	$1,919.21	$38,384.20				0.00				0.00				0.00
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12.00	$1,919.21	$23,030.52				0.00				0.00				0.00
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30.00	$3,411.93	$102,357.90				0.00				0.00				0.00
644-6076	REMOVE SM RD SN SUP&AM	EACH	61.00	$63.97	$3,902.17				0.00				0.00				0.00
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28,374.00	$5.12	$145,274.88				0.00				0.00				0.00
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4.00	$57,239.87	$228,959.48				0.00				0.00				0.00
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13.00	$49,930.57	$649,097.41				0.00				0.00				0.00
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4.00	$71,168.85	$284,675.40				0.00				0.00				0.00
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1.00	$54,066.34	$54,066.34				0.00				0.00				0.00
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1.00	$74,184.66	$74,184.66				0.00				0.00				0.00
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8.00	$182,459.95	$1,459,679.60				0.00				0.00				0.00
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND	EACH	76.00	$58.64	$4,456.64				0.00				0.00				0.00
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97.00	$26.66	$2,586.02				0.00				0.00				0.00
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10.00	$31.99	$319.90				0.00				0.00				0.00
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND	EACH	43.00	$58.64	$2,521.52				0.00				0.00				0.00
658-6022	INSTL DEL ASSM (D-SY)SZ 1(FLX)GF2	EACH	90.00	$53.31	$4,797.90				0.00				0.00				0.00
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42.00	$26.66	$1,119.72				0.00				0.00				0.00
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56.00	$26.66	$1,492.96				0.00				0.00				0.00
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND	EACH	32.00	$69.31	$2,217.92				0.00				0.00				0.00
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EACH	116.00	$58.64	$6,802.24				0.00				0.00				0.00
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150.00	$38.38	$5,757.00				0.00				0.00				0.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221.00	$42.65	$9,425.65				0.00				0.00				0.00
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141.00	$42.65	$6,013.65				0.00				0.00				0.00
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42.00	$42.65	$1,791.30				0.00				0.00				0.00
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18.00	$106.62	$1,919.16				0.00				0.00				0.00
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323.00	$4.00	$1,292.00				0.00				0.00				0.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEARFOOT	20,292.00	$0.55	$11,160.60				0.00				0.00				0.00
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEARFOOT	29,032.00	$0.55	$15,967.60				0.00				0.00				0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16,678.00	$0.98	$16,344.44				0.00				0.00				0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7,121.00	$1.00	$7,121.00				0.00				0.00				0.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEARFOOT	362.00	$0.32	$115.84				0.00				0.00				0.00
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEARFOOT	117.00	$1.00	$117.00				0.00				0.00				0.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEARFOOT	42,481.00	$0.70	$29,736.70				0.00				0.00				0.00
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEARFOOT	175.00	$1.50	$262.50				0.00				0.00				0.00
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEARFOOT	4,379.00	$1.05	$4,597.95				0.00				0.00				0.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEARFOOT	2,306.00	$3.00	$6,918.00				0.00				0.00				0.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEARFOOT	1,514.00	$1.00	$1,514.00				0.00				0.00				0.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEARFOOT	1,465.00	$1.50	$2,197.50				0.00				0.00				0.00
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEARFOOT	3,248.00	$3.00	$9,744.00				0.00				0.00				0.00
666-6159	RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL)	LINEARFOOT	41,650.00	$0.90	$37,485.00				0.00				0.00				0.00
666-6224	PAVEMENT SEALER 4"	LINEARFOOT	470,953.00	$0.10	$47,095.30				0.00				0.00				0.00
666-6226	PAVEMENT SEALER 8"	LINEARFOOT	39,979.00	$0.20	$7,995.80				0.00				0.00				0.00
666-6228	PAVEMENT SEALER 12"	LINEARFOOT	5,571.00	$0.30	$1,671.30				0.00				0.00				0.00
666-6230	PAVEMENT SEALER 24"	LINEARFOOT	1,045.00	$0.60	$627.00				0.00				0.00				0.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40.00	$4.00	$160.00				0.00				0.00				0.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38.00	$4.00	$152.00				0.00				0.00				0.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14.00	$6.00	$84.00				0.00				0.00				0.00
666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9.00	$6.00	$54.00				0.00				0.00				0.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62.00	$2.00	$124.00				0.00				0.00				0.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEARFOOT	34,535.00	$0.35	$12,087.25				0.00				0.00				0.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEARFOOT	237,996.00	$0.32	$76,158.72				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEARFOOT	590.00	$0.45	$265.50				0.00				0.00				0.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEARFOOT	230,623.00	$0.32	$73,799.36				0.00				0.00				0.00
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28.00	$600.00	$16,800.00				0.00				0.00				0.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32.00	$875.00	$28,000.00				0.00				0.00				0.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3.00	$925.00	$2,775.00				0.00				0.00				0.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30.00	$850.00	$25,500.00				0.00				0.00				0.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32.00	$200.00	$6,400.00				0.00				0.00				0.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4.00	$350.00	$1,400.00				0.00				0.00				0.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6.00	$400.00	$2,400.00				0.00				0.00				0.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38.00	$300.00	$11,400.00				0.00				0.00				0.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62.00	$25.00	$1,550.00				0.00				0.00				0.00
672-6006	REFL PAV MRKR TY I-A	EACH	734.00	$3.25	$2,385.50				0.00				0.00				0.00
672-6007	REFL PAV MRKR TY I-C	EACH	590.00	$3.25	$1,917.50				0.00				0.00				0.00
672-6008	REFL PAV MRKR TY I-R	EACH	140.00	$3.25	$455.00				0.00				0.00				0.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1,413.00	$3.25	$4,592.25				0.00				0.00				0.00
672-6010	REFL PAV MRKR TY II-C-R	EACH	4,110.00	$3.25	$13,357.50				0.00				0.00				0.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEARFOOT	19,986.00	$0.20	$3,997.20				0.00				0.00				0.00
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEARFOOT	50.00	$0.60	$30.00				0.00				0.00				0.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEARFOOT	192.00	$1.20	$230.40				0.00				0.00				0.00
678-6001	PAV SURF PREP FOR MRK (4")	LINEARFOOT	470,953.00	$0.08	$37,676.24				0.00				0.00				0.00
678-6004	PAV SURF PREP FOR MRK (8")	LINEARFOOT	39,979.00	$0.16	$6,396.64				0.00				0.00				0.00
678-6006	PAV SURF PREP FOR MRK (12")	LINEARFOOT	5,571.00	$0.24	$1,337.04				0.00				0.00				0.00
678-6008	PAV SURF PREP FOR MRK (24")	LINEARFOOT	1,045.00	$0.48	$501.60				0.00				0.00				0.00
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40.00	$0.65	$26.00				0.00				0.00				0.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14.00	$0.65	$9.10				0.00				0.00				0.00
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9.00	$0.65	$5.85				0.00				0.00				0.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46.00	$0.65	$29.90				0.00				0.00				0.00
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62.00	$0.65	$40.30				0.00				0.00				0.00
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4,220.00	$0.65	$2,743.00				0.00				0.00				0.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6.00	$6,086.76	$36,520.56				0.00				0.00				0.00
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5.00	$22,702.60	$113,513.00				0.00				0.00				0.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59.00	$244.16	$14,405.44				0.00				0.00				0.00
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7.00	$260.21	$1,821.47				0.00				0.00				0.00
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83.00	$246.84	$20,487.72				0.00				0.00				0.00
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7.00	$250.85	$1,755.95				0.00				0.00				0.00
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71.00	$244.16	$17,335.36				0.00				0.00				0.00
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8.00	$250.85	$2,006.80				0.00				0.00				0.00
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10.00	$395.30	$3,953.00				0.00				0.00				0.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14.00	$276.40	$3,869.60				0.00				0.00				0.00
682-6023	BACK PLATE (12")(3 SEC)	EACH	59.00	$287.11	$16,939.49				0.00				0.00				0.00
682-6024	BACK PLATE (12")(4 SEC)	EACH	3.00	$305.83	$917.49				0.00				0.00				0.00
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEARFOOT	9,392.00	$2.69	$25,264.48				0.00				0.00				0.00
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEARFOOT	1,666.00	$3.37	$5,614.42				0.00				0.00				0.00
684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEARFOOT	926.00	$1.66	$1,537.16				0.00				0.00				0.00
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEARFOOT	9,867.00	$1.67	$16,477.89				0.00				0.00				0.00
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4.00	$8,916.13	$35,664.52				0.00				0.00				0.00
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20.00	$10,765.94	$215,318.80				0.00				0.00				0.00
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1.00	$11,193.10	$11,193.10				0.00				0.00				0.00
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1.00	$15,833.46	$15,833.46				0.00				0.00				0.00
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4.00	$13,888.69	$55,554.76				0.00				0.00				0.00
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4.00	$17,094.76	$68,379.04				0.00				0.00				0.00
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5.00	$34,343.59	$171,717.95				0.00				0.00				0.00
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2.00	$35,472.47	$70,944.94				0.00				0.00				0.00
687-6001	PED POLE ASSEMBLY	EACH	6.00	$1,929.67	$11,578.02				0.00				0.00				0.00
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10.00	$849.47	$8,494.70				0.00				0.00				0.00
688-6004	VEH LP DETECT (SAWCUT)	LINEARFOOT	7,593.00	$13.55	$102,885.15				0.00				0.00				0.00
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1.00	$1,534.00	$1,534.00				0.00				0.00				0.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEARFOOT	156.00	$10.59	$1,652.04				0.00				0.00				0.00
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUAREFOOT	1,630.00	$52.77	$86,015.10				0.00				0.00				0.00
1007-6001	IRRIGATION GATE (18")	EACH	8.00	$10,000.00	$80,000.00				0.00				0.00				0.00
1007-6002	IRRIGATION GATE (30")	EACH	1.00	$13,000.00	$13,000.00				0.00				0.00				0.00
1007-6005	IRRIGATION WELL (30")	EACH	3.00	$7,500.00	$22,500.00				0.00				0.00				0.00
1007-6007	IRRIGATION VALVE (12")	EACH	15.00	$5,000.00	$75,000.00				0.00				0.00				0.00
1007-6008	IRRIGATION WELL (48")	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
1007-6009	IRRIGATION WELL (36")	EACH	10.00	$6,000.00	$60,000.00				0.00				0.00				0.00
1007-6013	IRRIGATION GATE (15")	EACH	11.00	$8,500.00	$93,500.00				0.00				0.00				0.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3.00	$135,000.00	$405,000.00				0.00				0.00				0.00
1007-9006	IRRIGATION GATE (12")	EACH	1.00	$8,000.00	$8,000.00				0.00				0.00				0.00
1007-9009	ALFALFA VALVE (18")	EACH	3.00	$6,500.00	$19,500.00				0.00				0.00				0.00
1007-9011	ALFALFA VALVE (12")	EACH	3.00	$2,000.00	$6,000.00				0.00				0.00				0.00
1007-9012	IRRIGATION VALVE (21")	EACH	1.00	$15,000.00	$15,000.00				0.00				0.00				0.00
1007-9013	IRRIGATION GATE	EACH	2.00	$8,750.00	$17,500.00				0.00				0.00				0.00
1007-9014	IRRIGATION WELL (54")	EACH	1.00	$10,500.00	$10,500.00				0.00				0.00				0.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEARFOOT	6,760.00	$70.00	$473,200.00				0.00				0.00				0.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEARFOOT	343.00	$100.00	$34,300.00				0.00				0.00				0.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEARFOOT	604.00	$125.00	$75,500.00				0.00				0.00				0.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEARFOOT	2,008.00	$52.00	$104,416.00				0.00				0.00				0.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEARFOOT	300.00	$85.00	$25,500.00				0.00				0.00				0.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEARFOOT	1,162.00	$165.58	$192,403.96				0.00				0.00				0.00
2004-6001	DECOMPOSED GRANITE (3" DEPTH)	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEARFOOT	5.00	$2,210.00	$11,050.00				0.00				0.00				0.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEARFOOT	740.00	$170.00	$125,800.00				0.00				0.00				0.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEARFOOT	12.00	$125.00	$1,500.00				0.00				0.00				0.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEARFOOT	742.00	$195.00	$144,690.00				0.00				0.00				0.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEARFOOT	1,265.00	$265.00	$335,225.00				0.00				0.00				0.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEARFOOT	3,221.00	$320.00	$1,030,720.00				0.00				0.00				0.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEARFOOT	428.00	$215.00	$92,020.00				0.00				0.00				0.00
4075-9001	WICK DRAINS	LINEARFOOT	270,835.00	$7.99	$2,163,971.65				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 1				VECP CONCEPT 4				VECP CONCEPT 5			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUAREYARD	40,347.00	$0.99	$39,943.53				0.00				0.00				0.00
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEARFOOT	440.00	$80.00	$35,200.00				0.00				0.00				0.00
5002-9001	WATER MAIN PIPE (PVC)(24IN)(DR18)(C900)	LINEARFOOT	420.00	$250.00	$105,000.00				0.00				0.00				0.00
5002-9002	18" GATE VALVE & BOX	EACH	4.00	$16,000.00	$64,000.00				0.00				0.00				0.00
5002-9003	24" GATE VALVE & BOX	EACH	2.00	$26,500.00	$53,000.00				0.00				0.00				0.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEARFOOT	308.00	$140.00	$43,120.00				0.00				0.00				0.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13.00	$1,250.00	$16,250.00				0.00				0.00				0.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMPSUM	1.00	$25,972.83	$25,972.83				0.00				0.00				0.00
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEARFOOT	17,340.00	$2.45	$42,483.00				0.00				0.00				0.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEARFOOT	156,200.00	$3.31	$517,022.00				0.00				0.00				0.00
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEARFOOT	24,905.00	$1.87	$46,572.35				0.00				0.00				0.00
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165.00	$2,234.97	$368,770.05				0.00				0.00				0.00
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79.00	$1,118.43	$88,355.97				0.00				0.00				0.00
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14.00	$1,326.21	$18,566.94				0.00				0.00				0.00
6007-	FIBER OPTIC PATCH PANEL (24 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6007-	FIBER OPTIC PATCH PANEL (96 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2,842.00	$61.72	$175,408.24				0.00				0.00				0.00
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11.00	$12,288.80	$135,176.80				0.00				0.00				0.00
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2.00	$17,555.75	$35,111.50				0.00				0.00				0.00
6010-6004	CCTV MOUNT (POLE)	EACH	20.00	$397.24	$7,944.80				0.00				0.00				0.00
6010-6008	CCTV MOUNT (PENDANT)	EACH	16.00	$397.24	$6,355.84				0.00				0.00				0.00
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEARFOOT	135,055.00	$42.31	$5,714,177.05				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEARFOOT	150.00	$163.39	$24,508.50				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEARFOOT	10,905.00	$43.61	$475,567.05				0.00				0.00				0.00
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEARFOOT	595.00	$34.14	$20,313.30				0.00				0.00				0.00
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEARFOOT	7,055.00	$166.00	$1,171,130.00				0.00				0.00				0.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403.00	$126.44	$50,955.32				0.00				0.00				0.00
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2,515.00	$145.63	$366,259.45				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6014	ITS MULTI-DUCT COND (FIBERGLASS)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6025-6001	RADAR PRESENCE DETECTOR	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43.00	$10,518.56	$452,298.08				0.00				0.00				0.00
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1.00	$2,882.06	$2,882.06				0.00				0.00				0.00
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3.00	$2,835.25	$8,505.75				0.00				0.00				0.00
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25.00	$11,160.82	$279,020.50				0.00				0.00				0.00
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21.00	$23,762.16	$499,005.36				0.00				0.00				0.00
6064-6068	ITS POLE (8 FT)(COSS/OSB)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69.00	$7,238.62	$499,464.78				0.00				0.00				0.00
6064-	ETHERNET SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6064-	NETWORK SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6120-6001	DEAD END ROADWAY BARRICADE	LINEARFOOT	24.00	$50.70	$1,216.80				0.00				0.00				0.00
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238.00	$5,702.91	$1,357,292.58				0.00				0.00				0.00
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165.00	$8,409.87	$1,387,628.55				0.00				0.00				0.00
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMPSUM	2.00	$604,421.32	$1,208,842.64				0.00				0.00				0.00
HCRMA_3541-01-01	EXCAVATION	CUBICYARD	31,290.00	$2.84	$88,863.60				0.00				0.00				0.00
HCRMA_3541-01-02	COMPACTED FILL	CUBICYARD	587,256.00	$7.13	$4,187,135.28				0.00				0.00				0.00
HCRMA_3541-01-03	TOP SOIL	CUBICYARD	25,115.00	$2.91	$73,084.65				0.00				0.00				0.00
HCRMA_6065-08-01	GATEWELL STRUCTURE	EACH	3.00	$100,000.00	$300,000.00				0.00				0.00				0.00
HCRMA_6068-09-01	SLUICE GATE	EACH	2.00	$75,000.00	$150,000.00				0.00				0.00				0.00
HCRMA_9079-90-01	VEHICULAR GATE	EACH	2.00	$5,000.00	$10,000.00				0.00				0.00				0.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMPSUM	1.00	$156,561.68	$156,561.68				0.00				0.00				0.00
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20.00	$6,867.91	$137,358.20				0.00				0.00				0.00
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16.00	$5,717.64	$91,482.24				0.00				0.00				0.00
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMPSUM	18.00	$15,399.55	$277,191.90				0.00				0.00				0.00
HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27.00	$7,541.24	$203,613.48				0.00				0.00				0.00
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4.00	$7,541.25	$30,165.00				0.00				0.00				0.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4.00	$138,414.99	$553,659.96				0.00				0.00				0.00
HCRMA-ITS-	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP -	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMPSUM	1.00	$25,971.80	$25,971.80				0.00				0.00				0.00
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEARFOOT	924.00	$172.79	$159,657.96				0.00				0.00				0.00
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEARFOOT	249.00	$88.64	$22,071.36				0.00				0.00				0.00
9606-6058	SPECIAL DEDUCTION	DOL	0.00	$0.00	$0.00												
						TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS
	BB TOTAL CONTRACT AMOUNT				$295,932,420.25	$95,214,711.17		$81,307,439.33	13,907,271.85	$39,927,814.27		$39,654,089.26	273,725.01	$39,192,724.27		$38,405,150.91	787,573.36

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
100-6002	PREPARING ROW	STATION	887.35	$24,000.00	$21,296,400.00				0.00				0.00				0.00
103-6001	DISPOSAL OF WATER WELLS	EACH	2.00	$3,228.72	$6,457.44				0.00				0.00				0.00
104-6001	REMOVING CONC (PAV)	SQUAREYARD	518.00	$6.32	$3,273.76				0.00				0.00				0.00
104-6003	REMOVING CONC (FLOORS)	SQUAREYARD	485.00	$10.00	$4,850.00				0.00				0.00				0.00
104-6009	REMOVING CONC (RIPRAP)	SQUAREYARD	2,262.00	$5.91	$13,368.42				0.00				0.00				0.00
104-6011	REMOVING CONC (MEDIANS)	SQUAREYARD	11.00	$4.46	$49.06				0.00				0.00				0.00
104-6013	REMOVING CONC (FOUNDATIONS)	SQUAREYARD	3,284.00	$8.08	$26,534.72				0.00				0.00				0.00
104-6015	REMOVING CONC (SIDEWALKS)	SQUAREYARD	131.00	$5.11	$669.41				0.00				0.00				0.00
104-6017	REMOVING CONC (DRIVEWAYS)	SQUAREYARD	99.00	$9.06	$896.94				0.00				0.00				0.00
104-6021	REMOVING CONC (CURB)	LINEARFOOT	2,125.00	$3.61	$7,671.25				0.00				0.00				0.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEARFOOT	1,828.00	$4.88	$8,920.64				0.00				0.00				0.00
104-6026	REMOVE CONC (GUTTER)	LINEARFOOT	174.00	$7.00	$1,218.00				0.00				0.00				0.00
106-6002	OBLITERATING ABANDONED ROAD	SQUAREYARD	75,668.00	$1.25	$94,585.00	$ 94,585.00	77,858.00	$1.25	2190.00				0.00				0.00
110-6001	EXCAVATION (ROADWAY)	CUBICYARD	294,036.00	$2.50	$735,090.00				0.00				0.00				0.00
110-6002	EXCAVATION (CHANNEL)	CUBICYARD	68,704.00	$3.50	$240,464.00				0.00				0.00				0.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBICYARD	11,286.00	$4.00	$45,144.00				0.00				0.00				0.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBICYARD	3,952,855.00	$5.00	$19,764,275.00				0.00				0.00				0.00
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	$2,150.00	$723,389.00				0.00				0.00				0.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	$725.00	$236,168.75				0.00				0.00				0.00
168-6001	VEGETATIVE WATERING	1000GAL	49,761.00	$38.75	$1,928,238.75				0.00				0.00				0.00
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUAREYARD	383,206.00	$1.35	$517,328.10				0.00				0.00				0.00
204-6003	SPRINKLING (DUST CONTROL)	1000GAL	15,123.00	$15.00	$226,845.00				0.00				0.00				0.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBICYARD	16,380.00	$40.91	$670,105.80	$ 670,105.80	18,316.00	$40.91	1936.00				0.00	$ 670,105.80	164,316.00	$40.91	147936.00
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUAREYARD	620.00	$3.14	$1,946.80				0.00				0.00				0.00
260-6006	LIME TRT (EXST MATL) (6")	SQUAREYARD	167,789.00	$1.25	$209,736.25				0.00				0.00				0.00
260-6011	LIME TRT (EXST MATL) (12")	SQUAREYARD	942,799.00	$2.25	$2,121,297.75	$ 2,121,297.75	950,159.00	$2.25	7360.00				0.00				0.00
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27,938.40	$165.00	$4,609,836.00	$ 4,609,836.00	28,136.40	$165.00	198.00				0.00				0.00
260-6054	LIME TRT (NEW BASE)(10")	SQUAREYARD	39,964.00	$3.00	$119,892.00				0.00				0.00				0.00
275-6001	CEMENT	TON	0.00	$0.00	$0.00	$ -	28.96	$135.00	28.96				0.00	$ -	7,528.32	$135.00	7528.32
275-6003	CEMENT TREAT (NEW BASE) (6")	SQUAREYARD	0.00	$0.00	$0.00	$ -	3,414.00	$5.11	3414.00				0.00	$ -	887,616.00	$5.11	887616.00
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBICYARD	147,936.00	$95.00	$14,053,920.00								0.00	$ 14,053,920.00	0.00	$95.00	-147936.00
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUAREYARD	24,588.00	$0.68	$16,719.84				0.00				0.00				0.00
310-6009	PRIME COAT (MC-30)	GALLON	220,296.00	$3.93	$865,763.28	$ 865,763.28	221,768.00	$3.93	1472.00				0.00				0.00
316-6004	ASPH (TIER I)	GALLON	17,050.00	$3.93	$67,006.50				0.00				0.00				0.00
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBICYARD	368.00	$113.50	$41,768.00				0.00				0.00				0.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53,222.00	$116.50	$6,200,363.00	$ 6,200,363.00	53,335.00	$116.50	113.00				0.00				0.00
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9,028.00	$127.50	$1,151,070.00	$ 1,151,070.00	9,904.00	$127.50	876.00				0.00				0.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUAREYARD	7,693.00	$0.75	$5,769.75				0.00				0.00				0.00
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SQUAREYARD	0.00	$0.00	$0.00				0.00	$ -	91,398.00	$50.52	91398.00				0.00
360-6003	CONC PVMT (CONT REINF - CRCP) (9")	SQUAREYARD	0.00	$0.00	$0.00				0.00	$ -	168,057.000	$53.90	168057.000				0.00
360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUAREYARD	91,398.00	$57.00	$5,209,686.00	$ 4,961,083.44	93,447.00	$54.28	2049.00	$ 5,209,686.00	551,331.000	$54.28	459933.000				0.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUAREYARD	551,331.00	$64.00	$35,285,184.00				0.00	$ 35,285,184.00	0.000	$64.00	-551331.00				0.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUAREYARD	168,057.00	$62.00	$10,419,534.00				0.00	$ 10,419,534.00	0.000	$62.00	-168057.00				0.00
360-	CONC PVMT (CONT REINF - CRCP)(10")SPL	SQUAREYARD	0.00	$0.00	$0.00				0.00	$ -	3,890.00	$85.28	3890.00				0.00
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUAREYARD	3,890.00	$95.00	$369,550.00				0.00	$ 369,550.00	0.00	$95.00	-3890.00				0.00
400-6005	CEM STABIL BKFL	CUBICYARD	4,694.30	$50.00	$234,715.00				0.00				0.00				0.00
400-6006	CUT & RESTORING PAV	SQUAREYARD	929.00	$40.00	$37,160.00				0.00				0.00				0.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBICYARD	7,682.00	$42.00	$322,644.00				0.00				0.00				0.00
400-6011	SAND BACKFILL	CUBICYARD	16,350.00	$23.00	$376,050.00				0.00				0.00				0.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEARFOOT	35,396.00	$1.70	$60,173.20				0.00				0.00				0.00
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEARFOOT	6,992.00	$119.63	$836,452.96	$ 836,452.96	0.00	$119.63	-6992.00				0.00				0.00
416-6001	DRILL SHAFT (18 IN)	LINEARFOOT	1,424.00	$155.41	$221,303.84				0.00				0.00				0.00
416-6003	DRILL SHAFT (30 IN)	LINEARFOOT	160.00	$252.78	$40,444.80				0.00				0.00				0.00
416-6004	DRILL SHAFT (36 IN)	LINEARFOOT	16,997.00	$170.65	$2,900,538.05	$ 2,900,538.05	17,697.00	$170.65	700.00				0.00				0.00
416-6005	DRILL SHAFT (42 IN)	LINEARFOOT	9,092.00	$208.19	$1,892,863.48				0.00				0.00				0.00
416-6008	DRILL SHAFT (60 IN)	LINEARFOOT	3,148.00	$415.08	$1,306,671.84				0.00				0.00				0.00
416-6010	DRILL SHAFT (72 IN)	LINEARFOOT	1,882.00	$579.98	$1,091,522.36				0.00				0.00				0.00
416-6012	DRILL SHAFT (84 IN)	LINEARFOOT	708.00	$665.00	$470,820.00				0.00				0.00				0.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEARFOOT	28.00	$79.97	$2,239.16				0.00				0.00				0.00
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEARFOOT	755.00	$143.94	$108,674.70				0.00				0.00				0.00
416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEARFOOT	76.00	$496.34	$37,721.84				0.00				0.00				0.00
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEARFOOT	698.00	$653.22	$455,947.56				0.00				0.00				0.00
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEARFOOT	827.00	$726.21	$600,575.67				0.00				0.00				0.00
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEARFOOT	190.00	$815.25	$154,897.50				0.00				0.00				0.00
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEARFOOT	495.00	$820.45	$406,122.75				0.00				0.00				0.00
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEARFOOT	1,320.00	$233.35	$308,022.00				0.00				0.00				0.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEARFOOT	34.20	$208.37	$7,126.25				0.00				0.00				0.00
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEARFOOT	522.20	$538.05	$280,969.71				0.00				0.00				0.00
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEARFOOT	154.00	$784.61	$120,829.94				0.00				0.00				0.00
420-6013	CL C CONC (ABUT)	CUBICYARD	1,602.40	$658.00	$1,054,379.20	$ 1,054,379.20	1,502.30	$658.00	-100.10				0.00				0.00
420-6025	CL C CONC (BENT)	CUBICYARD	36.40	$833.10	$30,324.84				0.00				0.00				0.00
420-6029	CL C CONC (CAP)	CUBICYARD	2,736.20	$699.31	$1,913,452.02	$ 1,913,452.02	2,596.00	$699.31	-140.20				0.00				0.00
420-6037	CL C CONC (COLUMN)	CUBICYARD	1,687.80	$765.75	$1,292,432.85				0.00				0.00				0.00
420-6043	CL C CONC (FOOTING)	CUBICYARD	330.30	$545.45	$180,162.14	$ 180,162.14	90.70	$545.45	-239.60				0.00				0.00
420-6066	CL C CONC (RAIL FOUNDATION)	CUBICYARD	28.00	$847.83	$23,739.24				0.00				0.00				0.00
420-9001	CLASS CLASS "D" CONC (MISC)	CUBICYARD	25.90	$1,208.21	$31,292.64	$ 31,292.64	22.70	$1,208.21	-3.20				0.00				0.00
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBICYARD	119.00	$870.48	$103,587.12				0.00				0.00				0.00
422-6001	REINF CONC SLAB	SQUAREFOOT	451,242.00	$15.20	$6,858,878.40	$ 6,858,878.40	432,619.00	$15.20	-18623.00				0.00				0.00
422-6015	APPROACH SLAB	CUBICYARD	2,102.43	$443.47	$932,364.63	$ 932,364.63	2,015.73	$443.47	-86.70				0.00				0.00
423-6001	RETAINING WALL (MSE)	SQUAREFOOT	470,320.00	$68.66	$32,292,171.20				0.00				0.00				0.00
425-6037	PRESTR CONC GIRDER (TX40)	LINEARFOOT	4,871.72	$174.72	$851,186.92				0.00				0.00				0.00
425-6038	PRESTR CONC GIRDER (TX46)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
425-6039	PRESTR CONC GIRDER (TX54)	LINEARFOOT	48,168.24	$169.05	$8,142,840.97				0.00				0.00				0.00
425-6040	PRESTR CONC GIRDER (TX62)	LINEARFOOT	0.00	$0.00	$0.00	$ -	3,638.00	$177.50	3638.00				0.00				0.00
432-6001	RIPRAP (CONC)(4 IN)	CUBICYARD	10,828.30	$360.00	$3,898,188.00				0.00				0.00				0.00
432-6002	RIPRAP (CONC)(5 IN)	CUBICYARD	477.00	$360.00	$171,720.00				0.00				0.00				0.00
432-6003	RIPRAP (CONC)(6 IN)	CUBICYARD	481.00	$360.00	$173,160.00				0.00				0.00				0.00
432-6006	RIPRAP (CONC)(CL B)	CUBICYARD	100.00	$360.00	$36,000.00				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
432-6009	RIPRAP (CONC) (CL B) (4")	CUBICYARD	42.51	$360.00	$15,303.60				0.00				0.00				0.00
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBICYARD	110.00	$113.48	$12,482.80				0.00				0.00				0.00
432-6044	RIPRAP (CONC)(FLUME)	CUBICYARD	719.00	$360.00	$258,840.00				0.00				0.00				0.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBICYARD	3,280.44	$360.00	$1,180,958.40				0.00				0.00				0.00
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10.00	$2,004.95	$20,049.50	$ 20,049.50	0.00	$2,004.95	-10.00				0.00				0.00
434-6026	ELASTOMERIC BEARING (E7)	EACH	10.00	$3,418.95	$34,189.50	$ 34,189.50	0.00	$3,418.95	-10.00				0.00				0.00
434-6035	ELASTOMERIC BEARING (F7)	EACH	10.00	$3,360.95	$33,609.50	$ 33,609.50	0.00	$3,360.95	-10.00				0.00				0.00
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10.00	$2,916.95	$29,169.50	$ 29,169.50	0.00	$2,916.95	-10.00				0.00				0.00
442-6001	STR STEEL (PLATE GIRDER)	POUND	2,931,330.00	$2.33	$6,829,998.90	$ 6,829,998.90	0.00	$2.33	-2931330.00				0.00				0.00
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2,573.00	$5.66	$14,563.18				0.00				0.00				0.00
450-6006	RAIL (TY T223)	LINEARFOOT	90.00	$136.47	$12,282.30				0.00				0.00				0.00
450-6023	RAIL (TY SSTR)	LINEARFOOT	44,647.70	$56.92	$2,541,347.08	$ 2,541,347.08	43,366.40	$56.92	-1281.30				0.00				0.00
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEARFOOT	100.00	$66.03	$6,603.00				0.00				0.00				0.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848.00	$67.63	$57,350.24				0.00				0.00				0.00
450-9002	RAIL (TY SSTR) SPL	LINEARFOOT	240.00	$67.59	$16,221.60				0.00				0.00				0.00
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEARFOOT	2,633.10	$117.68	$309,863.21	$ 309,863.21	2,833.10	$117.68	200.00				0.00				0.00
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEARFOOT	169.00	$168.62	$28,496.78	$ 28,496.78	0.00	$168.62	-169.00				0.00				0.00
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEARFOOT	313.00	$201.79	$63,160.27				0.00				0.00				0.00
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEARFOOT	812.00	$220.69	$179,200.28				0.00				0.00				0.00
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEARFOOT	373.00	$237.70	$88,662.10				0.00				0.00				0.00
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEARFOOT	620.00	$337.35	$209,157.00				0.00				0.00				0.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEARFOOT	172.00	$417.53	$71,815.16				0.00				0.00				0.00
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEARFOOT	1,316.00	$682.82	$898,591.12				0.00				0.00				0.00
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEARFOOT	654.00	$695.29	$454,719.66				0.00				0.00				0.00
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEARFOOT	438.00	$1,141.35	$499,911.30				0.00				0.00				0.00
464-6003	RC PIPE (CL III)(18 IN)	LINEARFOOT	1,671.00	$53.15	$88,813.65				0.00				0.00				0.00
464-6005	RC PIPE (CL III)(24 IN)	LINEARFOOT	5,160.00	$53.32	$275,131.20				0.00				0.00				0.00
464-6007	RC PIPE (CL III)(30 IN)	LINEARFOOT	1,545.00	$77.20	$119,274.00				0.00				0.00				0.00
464-6008	RC PIPE (CL III)(36 IN)	LINEARFOOT	1,557.00	$97.90	$152,430.30				0.00				0.00				0.00
464-6009	RC PIPE (CL III)(42 IN)	LINEARFOOT	958.00	$119.04	$114,040.32				0.00				0.00				0.00
464-6010	RC PIPE (CL III)(48 IN)	LINEARFOOT	600.00	$152.65	$91,590.00				0.00				0.00				0.00
464-6026	RC PIPE (CL V)(24 IN)	LINEARFOOT	4,512.00	$65.99	$297,746.88				0.00				0.00				0.00
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11,585.00	$41.22	$477,533.70				0.00				0.00				0.00
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEARFOOT	4,074.00	$61.24	$249,491.76				0.00				0.00				0.00
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEARFOOT	1,360.00	$77.81	$105,821.60				0.00				0.00				0.00
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEARFOOT	3,103.00	$101.02	$313,465.06				0.00				0.00				0.00
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEARFOOT	2,013.00	$122.16	$245,908.08				0.00				0.00				0.00
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEARFOOT	1,888.00	$142.34	$268,737.92				0.00				0.00				0.00
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEARFOOT	20.00	$219.49	$4,389.80				0.00				0.00				0.00
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEARFOOT	2,042.00	$199.27	$406,909.34				0.00				0.00				0.00
464-6049	RC PIPE (CL IV)(21 IN)	LINEARFOOT	425.00	$66.74	$28,364.50				0.00				0.00				0.00
464-6059	RC PIPE (CL V)(30 IN)	LINEARFOOT	1,622.00	$100.90	$163,659.80				0.00				0.00				0.00
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEARFOOT	394.00	$59.04	$23,261.76				0.00				0.00				0.00
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEARFOOT	318.00	$309.84	$98,529.12				0.00				0.00				0.00
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5.00	$5,314.33	$26,571.65				0.00				0.00				0.00
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50.00	$2,652.04	$132,602.00				0.00				0.00				0.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2.00	$10,118.07	$20,236.14				0.00				0.00				0.00
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5.00	$19,000.00	$95,000.00				0.00				0.00				0.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4.00	$6,435.74	$25,742.96				0.00				0.00				0.00
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2.00	$4,874.09	$9,748.18				0.00				0.00				0.00
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10.00	$5,196.93	$51,969.30				0.00				0.00				0.00
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1.00	$6,865.22	$6,865.22				0.00				0.00				0.00
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9.00	$5,837.41	$52,536.69				0.00				0.00				0.00
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2.00	$9,769.62	$19,539.24				0.00				0.00				0.00
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EACH	67.00	$3,501.76	$234,617.92				0.00				0.00				0.00
465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12.00	$4,094.42	$49,133.04				0.00				0.00				0.00
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57.00	$6,853.95	$390,675.15				0.00				0.00				0.00
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82.00	$7,033.94	$576,783.08				0.00				0.00				0.00
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4.00	$15,813.78	$63,255.12				0.00				0.00				0.00
465-9002	INLET (COMPL) (TY L1)	EACH	15.00	$3,447.04	$51,705.60				0.00				0.00				0.00
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7.00	$4,429.59	$31,007.13				0.00				0.00				0.00
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1.00	$6,509.04	$6,509.04				0.00				0.00				0.00
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1.00	$4,945.07	$4,945.07				0.00				0.00				0.00
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1.00	$11,700.92	$11,700.92				0.00				0.00				0.00
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2.00	$11,519.00	$23,038.00				0.00				0.00				0.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2.00	$12,284.01	$24,568.02				0.00				0.00				0.00
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2.00	$13,751.96	$27,503.92				0.00				0.00				0.00
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2.00	$14,977.75	$29,955.50				0.00				0.00				0.00
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2.00	$7,320.35	$14,640.70				0.00				0.00				0.00
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7.00	$10,849.00	$75,943.00				0.00				0.00				0.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1.00	$13,770.39	$13,770.39				0.00				0.00				0.00
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1.00	$6,471.45	$6,471.45				0.00				0.00				0.00
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2.00	$11,661.05	$23,322.10				0.00				0.00				0.00
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7.00	$1,213.53	$8,494.71				0.00				0.00				0.00
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89.00	$1,213.52	$108,003.28				0.00				0.00				0.00
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12.00	$1,213.52	$14,562.24				0.00				0.00				0.00
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3.00	$1,263.53	$3,790.59				0.00				0.00				0.00
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73.00	$1,263.52	$92,236.96				0.00				0.00				0.00
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84.00	$1,263.52	$106,135.68				0.00				0.00				0.00
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16.00	$1,473.46	$23,575.36				0.00				0.00				0.00
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4.00	$1,473.46	$5,893.84				0.00				0.00				0.00
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4.00	$1,798.46	$7,193.84				0.00				0.00				0.00
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1.00	$2,796.92	$2,796.92				0.00				0.00				0.00
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4.00	$3,446.91	$13,787.64				0.00				0.00				0.00
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2.00	$3,746.92	$7,493.84				0.00				0.00				0.00
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1.00	$5,696.92	$5,696.92				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEARFOOT	33.00	$270.57	$8,928.81				0.00				0.00				0.00
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEARFOOT	237.00	$612.89	$145,254.93				0.00				0.00				0.00
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEARFOOT	100.00	$1,657.72	$165,772.00				0.00				0.00				0.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEARFOOT	533.00	$766.77	$408,688.41				0.00				0.00				0.00
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEARFOOT	100.00	$1,843.66	$184,366.00				0.00				0.00				0.00
479-6001	ADJUSTING MANHOLES	EACH	1.00	$850.00	$850.00				0.00				0.00				0.00
496-6004	REMOV STR (SET)	EACH	50.00	$450.00	$22,500.00				0.00				0.00				0.00
496-6005	REMOV STR (WINGWALL)	EACH	1.00	$2,500.00	$2,500.00				0.00				0.00				0.00
496-6006	REMOV STR (HEADWALL)	EACH	10.00	$2,800.00	$28,000.00				0.00				0.00				0.00
496-6007	REMOV STR (PIPE)	LINEARFOOT	10,244.00	$10.00	$102,440.00				0.00				0.00				0.00
496-6008	REMOV STR (BOX CULVERT)	LINEARFOOT	252.00	$30.00	$7,560.00				0.00				0.00				0.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1.00	$25,367.23	$25,367.23				0.00				0.00				0.00
496-6016	REMOV STR (PIPE)	EACH	8.00	$900.00	$7,200.00				0.00				0.00				0.00
496-6041	REMOV STR (LARGE)	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
496-6042	REMOV STR (SMALL)	EACH	10.00	$250.00	$2,500.00				0.00				0.00				0.00
496-6043	REMOV STR (SMALL FENCE)	LINEARFOOT	8,271.00	$3.00	$24,813.00				0.00				0.00				0.00
496-6096	REMOV STR (WELL GATE)	EACH	9.00	$2,000.00	$18,000.00				0.00				0.00				0.00
496-9001	REMOVE (ROCK RIPRAP)	CUBICYARD	30.00	$100.00	$3,000.00				0.00				0.00				0.00
500-6001	MOBILIZATION	LUMPSUM	1.00	$29,593,242.02	$29,593,242.02				0.00				0.00				0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42.00	$45,000.00	$1,890,000.00				0.00				0.00				0.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEARFOOT	523.00	$31.75	$16,605.25				0.00				0.00				0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LINEARFOOT	523.00	$16.75	$8,760.25				0.00				0.00				0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUAREYARD	3,120.00	$28.25	$88,140.00				0.00				0.00				0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUAREYARD	3,120.00	$14.50	$45,240.00				0.00				0.00				0.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61.00	$67.36	$4,108.96				0.00				0.00				0.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEARFOOT	39,560.00	$2.95	$116,702.00				0.00				0.00				0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEARFOOT	39,560.00	$1.20	$47,472.00				0.00				0.00				0.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEARFOOT	28,752.00	$5.55	$159,573.60				0.00				0.00				0.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEARFOOT	28,752.00	$1.20	$34,502.40				0.00				0.00				0.00
508-6001	CONSTRUCTING DETOURS	SQUAREYARD	4,138.00	$20.68	$85,573.84				0.00				0.00				0.00
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY1)	LINEARFOOT	334.00	$77.37	$25,841.58				0.00				0.00				0.00
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEARFOOT	64.00	$2.58	$165.12				0.00				0.00				0.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEARFOOT	3,458.00	$66.79	$230,959.82				0.00				0.00				0.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEARFOOT	10.00	$104.88	$1,048.80				0.00				0.00				0.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEARFOOT	10,082.00	$77.55	$781,859.10				0.00				0.00				0.00
514-6038	PERM CTB (SSCB) (TY 1) (MOD)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
528-6004	LANDSCAPE PAVERS	SQUAREYARD	12,727.00	$46.80	$595,623.60				0.00				0.00				0.00
529-6002	CONC CURB (TY II)	LINEARFOOT	2,084.00	$12.50	$26,050.00				0.00				0.00				0.00
529-6006	CONC CURB (MONO) (TY II A)	LINEARFOOT	613.00	$14.75	$9,041.75				0.00				0.00				0.00
529-6024	CONC CURB (MOUNTABLE)	LINEARFOOT	5,026.00	$13.00	$65,338.00				0.00				0.00				0.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEARFOOT	8,121.00	$13.75	$111,663.75				0.00				0.00				0.00
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEARFOOT	640.00	$28.00	$17,920.00				0.00				0.00				0.00
529-6031	CONC CURB & GUTTER(VALLEY GUTTER)(48")	LINEARFOOT	19,219.00	$45.00	$864,855.00				0.00				0.00				0.00
530-6002	INTERSECTIONS (ACP)	SQUAREYARD	372.00	$25.48	$9,478.56				0.00				0.00				0.00
530-6005	DRIVEWAYS (ACP)	SQUAREYARD	7,236.00	$50.00	$361,800.00				0.00				0.00				0.00
531-6001	CONC SIDEWALKS (4")	SQUAREYARD	341.00	$38.25	$13,043.25				0.00				0.00				0.00
531-6004	CURB RAMPS (TY 1)	EACH	8.00	$1,100.00	$8,800.00				0.00				0.00				0.00
531-6008	CURB RAMPS (TY 5)	EACH	1.00	$1,100.00	$1,100.00				0.00				0.00				0.00
531-6010	CURB RAMPS (TY 7)	EACH	3.00	$1,100.00	$3,300.00				0.00				0.00				0.00
531-6015	CURB RAMPS (TY 20)	EACH	26.00	$1,100.00	$28,600.00				0.00				0.00				0.00
538-6001	RIGHT OF WAY MARKERS	EACH	2.00	$458.49	$916.98				0.00				0.00				0.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEARFOOT	45,614.00	$30.44	$1,388,490.16				0.00				0.00				0.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96.00	$1,958.82	$188,046.72				0.00				0.00				0.00
540-6014	SHORT RADIUS	LINEARFOOT	1,295.00	$34.94	$45,247.30				0.00				0.00				0.00
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91.00	$1,334.12	$121,404.92				0.00				0.00				0.00
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEARFOOT	2,988.00	$0.95	$2,838.60				0.00				0.00				0.00
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEARFOOT	46,203.00	$17.47	$807,166.41				0.00				0.00				0.00
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30.00	$3,303.53	$99,105.90				0.00				0.00				0.00
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108.00	$2,964.70	$320,187.60				0.00				0.00				0.00
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9.00	$37,228.22	$335,053.98				0.00				0.00				0.00
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEARFOOT	65.00	$116.47	$7,570.55				0.00				0.00				0.00
550-6003	CHAIN LINK FENCE (REMOVE)	LINEARFOOT	1,562.00	$7.41	$11,574.42				0.00				0.00				0.00
550-6006	GATE (REMOVE)	EACH	1.00	$1,588.23	$1,588.23				0.00				0.00				0.00
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEARFOOT	21,120.00	$17.14	$361,996.80				0.00				0.00				0.00
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3.00	$175.32	$525.96				0.00				0.00				0.00
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1.00	$250.00	$250.00				0.00				0.00				0.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32.00	$1,484.15	$47,492.80				0.00				0.00				0.00
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76.00	$1,293.65	$98,317.40				0.00				0.00				0.00
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3.00	$5,301.35	$15,904.05				0.00				0.00				0.00
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26.00	$3,812.67	$99,129.42				0.00				0.00				0.00
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81.00	$4,393.17	$355,846.77				0.00				0.00				0.00
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42.00	$3,744.46	$157,267.32				0.00				0.00				0.00
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11.00	$6,177.44	$67,951.84				0.00				0.00				0.00
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4.00	$6,222.91	$24,891.64				0.00				0.00				0.00
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4.00	$4,439.99	$17,759.96				0.00				0.00				0.00
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26.00	$4,696.78	$122,116.28				0.00				0.00				0.00
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10.00	$67,535.62	$675,356.20				0.00				0.00				0.00
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
618-6016	CONDT (PVC) (SCH 40) (1")	LINEARFOOT	3,298.00	$9.45	$31,166.10				0.00				0.00				0.00
618-6023	CONDT (PVC) (SCH 40) (2")	LINEARFOOT	49,972.00	$10.44	$521,707.68				0.00				0.00				0.00
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEARFOOT	4,563.00	$16.26	$74,194.38				0.00				0.00				0.00
618-6029	CONDT (PVC) (SCH 40) (3")	LINEARFOOT	707.00	$13.93	$9,848.51				0.00				0.00				0.00
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEARFOOT	320.00	$21.76	$6,963.20				0.00				0.00				0.00
618-6033	CONDT (PVC) (SCH 40) (4")	LINEARFOOT	1,393.00	$17.95	$25,004.35				0.00				0.00				0.00
618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEARFOOT	1,591.00	$26.35	$41,922.85				0.00				0.00				0.00
618-6046	CONDT (PVC) (SCH 80) (2")	LINEARFOOT	6,655.00	$11.48	$76,399.40				0.00				0.00				0.00
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEARFOOT	2,545.00	$19.88	$50,594.60				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
618-6064	CONDT (RM) (1")	LINEARFOOT	5,661.00	$26.04	$147,412.44				0.00				0.00				0.00
618-6074	CONDT (RM) (3")	LINEARFOOT	6,800.00	$95.41	$648,788.00				0.00				0.00				0.00
618-	CONDT (FIBERGLASS) (3")	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEARFOOT	155,515.00	$0.56	$87,088.40				0.00				0.00				0.00
620-6003	ELEC CONDR (NO.12) BARE	LINEARFOOT	3,509.00	$0.75	$2,631.75				0.00				0.00				0.00
620-6004	ELEC CONDR (NO.12) INSULATED	LINEARFOOT	7,018.00	$0.73	$5,123.14				0.00				0.00				0.00
620-6007	ELEC CONDR (NO.8) BARE	LINEARFOOT	48,044.00	$0.75	$36,033.00				0.00				0.00				0.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEARFOOT	260,663.00	$1.19	$310,188.97				0.00				0.00				0.00
620-6009	ELEC CONDR (NO.6) BARE	LINEARFOOT	13,884.00	$1.24	$17,216.16				0.00				0.00				0.00
620-6010	ELEC CONDR (NO.6) INSULATED	LINEARFOOT	28,088.00	$1.40	$39,323.20				0.00				0.00				0.00
620-6011	ELEC CONDR (NO.4) BARE	LINEARFOOT	6,691.00	$1.73	$11,575.43				0.00				0.00				0.00
620-6012	ELEC CONDR (NO.4) INSULATED	LINEARFOOT	13,412.00	$1.99	$26,689.88				0.00				0.00				0.00
620-6013	ELEC CONDR (NO.3) BARE	LINEARFOOT	3,045.00	$5.18	$15,773.10				0.00				0.00				0.00
620-6014	ELEC CONDR (NO.3) INSULATED	LINEARFOOT	6,090.00	$3.06	$18,635.40				0.00				0.00				0.00
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEARFOOT	2,761.00	$2.22	$6,129.42				0.00				0.00				0.00
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEARFOOT	1,899.00	$4.93	$9,362.07				0.00				0.00				0.00
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342.00	$1,307.14	$447,041.88				0.00				0.00				0.00
624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55.00	$1,481.80	$81,499.00				0.00				0.00				0.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEARFOOT	700.00	$5.36	$3,752.00				0.00				0.00				0.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEARFOOT	1,980.00	$3.17	$6,276.60				0.00				0.00				0.00
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1.00	$7,456.08	$7,456.08				0.00				0.00				0.00
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32.00	$7,898.18	$252,741.76				0.00				0.00				0.00
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5.00	$6,333.27	$31,666.35				0.00				0.00				0.00
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6.00	$2,977.08	$17,862.48				0.00				0.00				0.00
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41.00	$5,254.12	$215,418.92				0.00				0.00				0.00
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10.00	$5,271.51	$52,715.10				0.00				0.00				0.00
636-6001	ALUMINUM SIGNS (TY A)	SQUAREFOOT	94.00	$19.73	$1,854.62				0.00				0.00				0.00
636-6002	ALUMINUM SIGNS (TY G)	SQUAREFOOT	8,347.25	$27.30	$227,879.93	$ 227,879.93	8,475.25	$27.30	128.00				0.00				0.00
636-6003	ALUMINUM SIGNS (TY O)	SQUAREFOOT	1,564.75	$35.52	$55,579.92				0.00				0.00				0.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324.00	$661.06	$214,183.44	$ 214,183.44	332.00	$661.06	8.00				0.00				0.00
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185.00	$825.26	$152,673.10				0.00				0.00				0.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34.00	$916.96	$31,176.64				0.00				0.00				0.00
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	EACH	3.00	$1,130.20	$3,390.60				0.00				0.00				0.00
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	EACH	14.00	$1,146.20	$16,046.80				0.00				0.00				0.00
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	EACH	2.00	$2,367.03	$4,734.06				0.00				0.00				0.00
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20.00	$1,919.21	$38,384.20				0.00				0.00				0.00
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12.00	$1,919.21	$23,030.52				0.00				0.00				0.00
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30.00	$3,411.93	$102,357.90				0.00				0.00				0.00
644-6076	REMOVE SM RD SN SUP&AM	EACH	61.00	$63.97	$3,902.17				0.00				0.00				0.00
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28,374.00	$5.12	$145,274.88				0.00				0.00				0.00
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4.00	$57,239.87	$228,959.48				0.00				0.00				0.00
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13.00	$49,930.57	$649,097.41				0.00				0.00				0.00
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4.00	$71,168.85	$284,675.40				0.00				0.00				0.00
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1.00	$54,066.34	$54,066.34				0.00				0.00				0.00
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1.00	$74,184.66	$74,184.66				0.00				0.00				0.00
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8.00	$182,459.95	$1,459,679.60				0.00				0.00				0.00
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND	EACH	76.00	$58.64	$4,456.64				0.00				0.00				0.00
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97.00	$26.66	$2,586.02				0.00				0.00				0.00
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10.00	$31.99	$319.90				0.00				0.00				0.00
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND	EACH	43.00	$58.64	$2,521.52				0.00				0.00				0.00
658-6022	INSTL DEL ASSM (D-SY)SZ 1(FLX)GF2	EACH	90.00	$53.31	$4,797.90				0.00				0.00				0.00
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42.00	$26.66	$1,119.72				0.00				0.00				0.00
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56.00	$26.66	$1,492.96				0.00				0.00				0.00
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND	EACH	32.00	$69.31	$2,217.92				0.00				0.00				0.00
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EACH	116.00	$58.64	$6,802.24				0.00				0.00				0.00
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150.00	$38.38	$5,757.00				0.00				0.00				0.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221.00	$42.65	$9,425.65				0.00				0.00				0.00
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141.00	$42.65	$6,013.65				0.00				0.00				0.00
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42.00	$42.65	$1,791.30				0.00				0.00				0.00
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18.00	$106.62	$1,919.16				0.00				0.00				0.00
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323.00	$4.00	$1,292.00				0.00				0.00				0.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEARFOOT	20,292.00	$0.55	$11,160.60				0.00				0.00				0.00
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEARFOOT	29,032.00	$0.55	$15,967.60				0.00				0.00				0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16,678.00	$0.98	$16,344.44				0.00				0.00				0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7,121.00	$1.00	$7,121.00				0.00				0.00				0.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEARFOOT	362.00	$0.32	$115.84				0.00				0.00				0.00
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEARFOOT	117.00	$1.00	$117.00				0.00				0.00				0.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEARFOOT	42,481.00	$0.70	$29,736.70				0.00				0.00				0.00
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEARFOOT	175.00	$1.50	$262.50				0.00				0.00				0.00
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEARFOOT	4,379.00	$1.05	$4,597.95	$ 4,597.95	4,739.00	$1.05	360.00				0.00				0.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEARFOOT	2,306.00	$3.00	$6,918.00				0.00				0.00				0.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEARFOOT	1,514.00	$1.00	$1,514.00				0.00				0.00				0.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEARFOOT	1,465.00	$1.50	$2,197.50				0.00				0.00				0.00
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEARFOOT	3,248.00	$3.00	$9,744.00				0.00				0.00				0.00
666-6159	RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL)	LINEARFOOT	41,650.00	$0.90	$37,485.00				0.00				0.00				0.00
666-6224	PAVEMENT SEALER 4"	LINEARFOOT	470,953.00	$0.10	$47,095.30				0.00				0.00				0.00
666-6226	PAVEMENT SEALER 8"	LINEARFOOT	39,979.00	$0.20	$7,995.80				0.00				0.00				0.00
666-6228	PAVEMENT SEALER 12"	LINEARFOOT	5,571.00	$0.30	$1,671.30				0.00				0.00				0.00
666-6230	PAVEMENT SEALER 24"	LINEARFOOT	1,045.00	$0.60	$627.00				0.00				0.00				0.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40.00	$4.00	$160.00				0.00				0.00				0.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38.00	$4.00	$152.00				0.00				0.00				0.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14.00	$6.00	$84.00				0.00				0.00				0.00
666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9.00	$6.00	$54.00				0.00				0.00				0.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62.00	$2.00	$124.00				0.00				0.00				0.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEARFOOT	34,535.00	$0.35	$12,087.25				0.00				0.00				0.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEARFOOT	237,996.00	$0.32	$76,158.72				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEARFOOT	590.00	$0.45	$265.50				0.00				0.00				0.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEARFOOT	230,623.00	$0.32	$73,799.36				0.00				0.00				0.00
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28.00	$600.00	$16,800.00				0.00				0.00				0.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32.00	$875.00	$28,000.00				0.00				0.00				0.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3.00	$925.00	$2,775.00				0.00				0.00				0.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30.00	$850.00	$25,500.00				0.00				0.00				0.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32.00	$200.00	$6,400.00				0.00				0.00				0.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4.00	$350.00	$1,400.00				0.00				0.00				0.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6.00	$400.00	$2,400.00				0.00				0.00				0.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38.00	$300.00	$11,400.00				0.00				0.00				0.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62.00	$25.00	$1,550.00				0.00				0.00				0.00
672-6006	REFL PAV MRKR TY I-A	EACH	734.00	$3.25	$2,385.50				0.00				0.00				0.00
672-6007	REFL PAV MRKR TY I-C	EACH	590.00	$3.25	$1,917.50				0.00				0.00				0.00
672-6008	REFL PAV MRKR TY I-R	EACH	140.00	$3.25	$455.00				0.00				0.00				0.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1,413.00	$3.25	$4,592.25				0.00				0.00				0.00
672-6010	REFL PAV MRKR TY II-C-R	EACH	4,110.00	$3.25	$13,357.50				0.00				0.00				0.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEARFOOT	19,986.00	$0.20	$3,997.20				0.00				0.00				0.00
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEARFOOT	50.00	$0.60	$30.00				0.00				0.00				0.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEARFOOT	192.00	$1.20	$230.40				0.00				0.00				0.00
678-6001	PAV SURF PREP FOR MRK (4")	LINEARFOOT	470,953.00	$0.08	$37,676.24				0.00				0.00				0.00
678-6004	PAV SURF PREP FOR MRK (8")	LINEARFOOT	39,979.00	$0.16	$6,396.64				0.00				0.00				0.00
678-6006	PAV SURF PREP FOR MRK (12")	LINEARFOOT	5,571.00	$0.24	$1,337.04				0.00				0.00				0.00
678-6008	PAV SURF PREP FOR MRK (24")	LINEARFOOT	1,045.00	$0.48	$501.60				0.00				0.00				0.00
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40.00	$0.65	$26.00				0.00				0.00				0.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14.00	$0.65	$9.10				0.00				0.00				0.00
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9.00	$0.65	$5.85				0.00				0.00				0.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46.00	$0.65	$29.90				0.00				0.00				0.00
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62.00	$0.65	$40.30				0.00				0.00				0.00
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4,220.00	$0.65	$2,743.00				0.00				0.00				0.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6.00	$6,086.76	$36,520.56	$ 36,520.56	14.00	$6,086.76	8.00				0.00				0.00
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5.00	$22,702.60	$113,513.00				0.00				0.00				0.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59.00	$244.16	$14,405.44				0.00				0.00				0.00
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7.00	$260.21	$1,821.47				0.00				0.00				0.00
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83.00	$246.84	$20,487.72				0.00				0.00				0.00
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7.00	$250.85	$1,755.95				0.00				0.00				0.00
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71.00	$244.16	$17,335.36				0.00				0.00				0.00
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8.00	$250.85	$2,006.80				0.00				0.00				0.00
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10.00	$395.30	$3,953.00				0.00				0.00				0.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14.00	$276.40	$3,869.60				0.00				0.00				0.00
682-6023	BACK PLATE (12")(3 SEC)	EACH	59.00	$287.11	$16,939.49				0.00				0.00				0.00
682-6024	BACK PLATE (12")(4 SEC)	EACH	3.00	$305.83	$917.49				0.00				0.00				0.00
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEARFOOT	9,392.00	$2.69	$25,264.48				0.00				0.00				0.00
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEARFOOT	1,666.00	$3.37	$5,614.42				0.00				0.00				0.00
684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEARFOOT	926.00	$1.66	$1,537.16				0.00				0.00				0.00
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEARFOOT	9,867.00	$1.67	$16,477.89				0.00				0.00				0.00
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4.00	$8,916.13	$35,664.52				0.00				0.00				0.00
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20.00	$10,765.94	$215,318.80				0.00				0.00				0.00
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1.00	$11,193.10	$11,193.10				0.00				0.00				0.00
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1.00	$15,833.46	$15,833.46				0.00				0.00				0.00
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4.00	$13,888.69	$55,554.76				0.00				0.00				0.00
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4.00	$17,094.76	$68,379.04				0.00				0.00				0.00
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5.00	$34,343.59	$171,717.95				0.00				0.00				0.00
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2.00	$35,472.47	$70,944.94				0.00				0.00				0.00
687-6001	PED POLE ASSEMBLY	EACH	6.00	$1,929.67	$11,578.02				0.00				0.00				0.00
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10.00	$849.47	$8,494.70				0.00				0.00				0.00
688-6004	VEH LP DETECT (SAWCUT)	LINEARFOOT	7,593.00	$13.55	$102,885.15				0.00				0.00				0.00
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1.00	$1,534.00	$1,534.00				0.00				0.00				0.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEARFOOT	156.00	$10.59	$1,652.04				0.00				0.00				0.00
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUAREFOOT	1,630.00	$52.77	$86,015.10				0.00				0.00				0.00
1007-6001	IRRIGATION GATE (18")	EACH	8.00	$10,000.00	$80,000.00				0.00				0.00				0.00
1007-6002	IRRIGATION GATE (30")	EACH	1.00	$13,000.00	$13,000.00				0.00				0.00				0.00
1007-6005	IRRIGATION WELL (30")	EACH	3.00	$7,500.00	$22,500.00				0.00				0.00				0.00
1007-6007	IRRIGATION VALVE (12")	EACH	15.00	$5,000.00	$75,000.00				0.00				0.00				0.00
1007-6008	IRRIGATION WELL (48")	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
1007-6009	IRRIGATION WELL (36")	EACH	10.00	$6,000.00	$60,000.00				0.00				0.00				0.00
1007-6013	IRRIGATION GATE (15")	EACH	11.00	$8,500.00	$93,500.00				0.00				0.00				0.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3.00	$135,000.00	$405,000.00				0.00				0.00				0.00
1007-9006	IRRIGATION GATE (12")	EACH	1.00	$8,000.00	$8,000.00				0.00				0.00				0.00
1007-9009	ALFALFA VALVE (18")	EACH	3.00	$6,500.00	$19,500.00				0.00				0.00				0.00
1007-9011	ALFALFA VALVE (12")	EACH	3.00	$2,000.00	$6,000.00				0.00				0.00				0.00
1007-9012	IRRIGATION VALVE (21")	EACH	1.00	$15,000.00	$15,000.00				0.00				0.00				0.00
1007-9013	IRRIGATION GATE	EACH	2.00	$8,750.00	$17,500.00				0.00				0.00				0.00
1007-9014	IRRIGATION WELL (54")	EACH	1.00	$10,500.00	$10,500.00				0.00				0.00				0.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEARFOOT	6,760.00	$70.00	$473,200.00				0.00				0.00				0.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEARFOOT	343.00	$100.00	$34,300.00				0.00				0.00				0.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEARFOOT	604.00	$125.00	$75,500.00				0.00				0.00				0.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEARFOOT	2,008.00	$52.00	$104,416.00				0.00				0.00				0.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEARFOOT	300.00	$85.00	$25,500.00				0.00				0.00				0.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEARFOOT	1,162.00	$165.58	$192,403.96				0.00				0.00				0.00
2004-6001	DECOMPOSED GRANITE (3" DEPTH)	SQUAREYARD	0.00	$0.00	$0.00	$ -	1,759.00	$34.80	1759.00				0.00				0.00
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEARFOOT	5.00	$2,210.00	$11,050.00				0.00				0.00				0.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEARFOOT	740.00	$170.00	$125,800.00				0.00				0.00				0.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEARFOOT	12.00	$125.00	$1,500.00				0.00				0.00				0.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEARFOOT	742.00	$195.00	$144,690.00				0.00				0.00				0.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEARFOOT	1,265.00	$265.00	$335,225.00				0.00				0.00				0.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEARFOOT	3,221.00	$320.00	$1,030,720.00				0.00				0.00				0.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEARFOOT	428.00	$215.00	$92,020.00				0.00				0.00				0.00
4075-9001	WICK DRAINS	LINEARFOOT	270,835.00	$7.99	$2,163,971.65				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 7				VECP CONCEPT 8				VECP CONCEPT 9			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUAREYARD	40,347.00	$0.99	$39,943.53				0.00				0.00				0.00
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEARFOOT	440.00	$80.00	$35,200.00				0.00				0.00				0.00
5002-9001	WATER MAIN PIPE (PVC)(24IN)(DR18)(C900)	LINEARFOOT	420.00	$250.00	$105,000.00				0.00				0.00				0.00
5002-9002	18" GATE VALVE & BOX	EACH	4.00	$16,000.00	$64,000.00				0.00				0.00				0.00
5002-9003	24" GATE VALVE & BOX	EACH	2.00	$26,500.00	$53,000.00				0.00				0.00				0.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEARFOOT	308.00	$140.00	$43,120.00				0.00				0.00				0.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13.00	$1,250.00	$16,250.00				0.00				0.00				0.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMPSUM	1.00	$25,972.83	$25,972.83				0.00				0.00				0.00
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEARFOOT	17,340.00	$2.45	$42,483.00				0.00				0.00				0.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEARFOOT	156,200.00	$3.31	$517,022.00				0.00				0.00				0.00
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEARFOOT	24,905.00	$1.87	$46,572.35				0.00				0.00				0.00
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165.00	$2,234.97	$368,770.05				0.00				0.00				0.00
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79.00	$1,118.43	$88,355.97				0.00				0.00				0.00
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14.00	$1,326.21	$18,566.94				0.00				0.00				0.00
6007-	FIBER OPTIC PATCH PANEL (24 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6007-	FIBER OPTIC PATCH PANEL (96 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2,842.00	$61.72	$175,408.24				0.00				0.00				0.00
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11.00	$12,288.80	$135,176.80				0.00				0.00				0.00
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2.00	$17,555.75	$35,111.50				0.00				0.00				0.00
6010-6004	CCTV MOUNT (POLE)	EACH	20.00	$397.24	$7,944.80				0.00				0.00				0.00
6010-6008	CCTV MOUNT (PENDANT)	EACH	16.00	$397.24	$6,355.84				0.00				0.00				0.00
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEARFOOT	135,055.00	$42.31	$5,714,177.05				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEARFOOT	150.00	$163.39	$24,508.50				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEARFOOT	10,905.00	$43.61	$475,567.05				0.00				0.00				0.00
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEARFOOT	595.00	$34.14	$20,313.30				0.00				0.00				0.00
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEARFOOT	7,055.00	$166.00	$1,171,130.00				0.00				0.00				0.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403.00	$126.44	$50,955.32				0.00				0.00				0.00
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2,515.00	$145.63	$366,259.45				0.00				0.00				0.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6016-6014	ITS MULTI-DUCT COND (FIBERGLASS)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
6025-6001	RADAR PRESENCE DETECTOR	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43.00	$10,518.56	$452,298.08				0.00				0.00				0.00
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1.00	$2,882.06	$2,882.06				0.00				0.00				0.00
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3.00	$2,835.25	$8,505.75				0.00				0.00				0.00
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25.00	$11,160.82	$279,020.50				0.00				0.00				0.00
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21.00	$23,762.16	$499,005.36				0.00				0.00				0.00
6064-6068	ITS POLE (8 FT)(COSS/OSB)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69.00	$7,238.62	$499,464.78				0.00				0.00				0.00
6064-	ETHERNET SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6064-	NETWORK SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
6120-6001	DEAD END ROADWAY BARRICADE	LINEARFOOT	24.00	$50.70	$1,216.80				0.00				0.00				0.00
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238.00	$5,702.91	$1,357,292.58				0.00				0.00				0.00
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165.00	$8,409.87	$1,387,628.55				0.00				0.00				0.00
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMPSUM	2.00	$604,421.32	$1,208,842.64				0.00				0.00				0.00
HCRMA 3541-01-01	EXCAVATION	CUBICYARD	31,290.00	$2.84	$88,863.60				0.00				0.00				0.00
HCRMA 3541-01-02	COMPACTED FILL	CUBICYARD	587,256.00	$7.13	$4,187,135.28				0.00				0.00				0.00
HCRMA 3541-01-03	TOP SOIL	CUBICYARD	25,115.00	$2.91	$73,084.65				0.00				0.00				0.00
HCRMA 6065-08-01	GATEWELL STRUCTURE	EACH	3.00	$100,000.00	$300,000.00				0.00				0.00				0.00
HCRMA 6068-09-01	SLUICE GATE	EACH	2.00	$75,000.00	$150,000.00				0.00				0.00				0.00
HCRMA 9079-90-01	VEHICULAR GATE	EACH	2.00	$5,000.00	$10,000.00				0.00				0.00				0.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMPSUM	1.00	$156,561.68	$156,561.68				0.00				0.00				0.00
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20.00	$6,867.91	$137,358.20				0.00				0.00				0.00
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16.00	$5,717.64	$91,482.24				0.00				0.00				0.00
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMPSUM	18.00	$15,399.55	$277,191.90				0.00				0.00				0.00
HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27.00	$7,541.24	$203,613.48				0.00				0.00				0.00
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4.00	$7,541.25	$30,165.00				0.00				0.00				0.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4.00	$138,414.99	$553,659.96				0.00				0.00				0.00
HCRMA-ITS-	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP -	EACH	0.00	$0.00	$0.00				0.00				0.00				0.00
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMPSUM	1.00	$25,971.80	$25,971.80				0.00				0.00				0.00
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEARFOOT	924.00	$172.79	$159,657.96				0.00				0.00				0.00
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEARFOOT	249.00	$88.64	$22,071.36				0.00				0.00				0.00
9606-6058	SPECIAL DEDUCTION	DOL	0.00	$0.00	$0.00												
						TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS
	BB TOTAL CONTRACT AMOUNT				$295,932,420.25	$45,691,530.16		$38,488,836.06	7,202,694.10	$51,283,954.00		$43,933,685.14	7,350,268.86	$14,724,025.80		$12,274,208.52	2,449,817.28

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
100-6002	PREPARING ROW	STATION	887.35	$24,000.00	$21,296,400.00				0.00				0.00				0.00
103-6001	DISPOSAL OF WATER WELLS	EACH	2.00	$3,228.72	$6,457.44				0.00				0.00				0.00
104-6001	REMOVING CONC (PAV)	SQUAREYARD	518.00	$6.32	$3,273.76				0.00				0.00				0.00
104-6003	REMOVING CONC (FLOORS)	SQUAREYARD	485.00	$10.00	$4,850.00				0.00				0.00				0.00
104-6009	REMOVING CONC (RIPRAP)	SQUAREYARD	2,262.00	$5.91	$13,368.42				0.00				0.00				0.00
104-6011	REMOVING CONC (MEDIANS)	SQUAREYARD	11.00	$4.46	$49.06				0.00				0.00				0.00
104-6013	REMOVING CONC (FOUNDATIONS)	SQUAREYARD	3,284.00	$8.08	$26,534.72				0.00				0.00				0.00
104-6015	REMOVING CONC (SIDEWALKS)	SQUAREYARD	131.00	$5.11	$669.41				0.00				0.00				0.00
104-6017	REMOVING CONC (DRIVEWAYS)	SQUAREYARD	99.00	$9.06	$896.94				0.00				0.00				0.00
104-6021	REMOVING CONC (CURB)	LINEARFOOT	2,125.00	$3.61	$7,671.25				0.00				0.00				0.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEARFOOT	1,828.00	$4.88	$8,920.64				0.00				0.00				0.00
104-6026	REMOVE CONC (GUTTER)	LINEARFOOT	174.00	$7.00	$1,218.00				0.00				0.00				0.00
106-6002	OBLITERATING ABANDONED ROAD	SQUAREYARD	75,668.00	$1.25	$94,585.00				0.00				0.00				0.00
110-6001	EXCAVATION (ROADWAY)	CUBICYARD	294,036.00	$2.50	$735,090.00				0.00				0.00				0.00
110-6002	EXCAVATION (CHANNEL)	CUBICYARD	68,704.00	$3.50	$240,464.00				0.00				0.00				0.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBICYARD	11,286.00	$4.00	$45,144.00				0.00				0.00				0.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBICYARD	3,952,855.00	$5.00	$19,764,275.00				0.00				0.00				0.00
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	$2,150.00	$723,389.00				0.00				0.00				0.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	$725.00	$236,168.75				0.00				0.00				0.00
168-6001	VEGETATIVE WATERING	1000GAL	49,761.00	$38.75	$1,928,238.75				0.00				0.00				0.00
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUAREYARD	383,206.00	$1.35	$517,328.10				0.00				0.00				0.00
204-6003	SPRINKLING (DUST CONTROL)	1000GAL	15,123.00	$15.00	$226,845.00				0.00				0.00				0.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBICYARD	16,380.00	$40.91	$670,105.80				0.00	$ 670,105.80	16,856.00	$40.91	476.00				0.00
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUAREYARD	620.00	$3.14	$1,946.80				0.00				0.00				0.00
260-6006	LIME TRT (EXST MATL) (6")	SQUAREYARD	167,789.00	$1.25	$209,736.25				0.00				0.00				0.00
260-6011	LIME TRT (EXST MATL) (12")	SQUAREYARD	942,799.00	$2.25	$2,121,297.75				0.00	$ 2,121,297.75	945,752.00	$2.25	2953.00				0.00
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27,938.40	$165.00	$4,609,836.00				0.00	$ 4,609,836.00	28,015.40	$165.00	77.00				0.00
260-6054	LIME TRT (NEW BASE)(10")	SQUAREYARD	39,964.00	$3.00	$119,892.00				0.00				0.00				0.00
275-6001	CEMENT	TON	0.00	$0.00	$0.00				0.00	$ -	24.22	$135.00	24.22				0.00
275-6003	CEMENT TREAT (NEW BASE) (6")	SQUAREYARD	0.00	$0.00	$0.00				0.00	$ -	2,856.00	$5.11	2856.00				0.00
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBICYARD	147,936.00	$95.00	$14,053,920.00				0.00				0.00				0.00
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUAREYARD	24,588.00	$0.68	$16,719.84				0.00				0.00				0.00
310-6009	PRIME COAT (MC-30)	GALLON	220,296.00	$3.93	$865,763.28				0.00	$ 865,763.28	220,867.00	$3.93	571.00				0.00
316-6004	ASPH (TIER I)	GALLON	17,050.00	$3.93	$67,006.50				0.00				0.00				0.00
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBICYARD	368.00	$113.50	$41,768.00				0.00				0.00				0.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53,222.00	$116.50	$6,200,363.00				0.00	$ 6,200,363.00	53,379.00	$116.50	157.00				0.00
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9,028.00	$127.50	$1,151,070.00				0.00				0.00				0.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUAREYARD	7,693.00	$0.75	$5,769.75				0.00				0.00				0.00
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
360-6003	CONC PVMT (CONT REINF - CRCP) (9")	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUAREYARD	91,398.00	$57.00	$5,209,686.00				0.00	$ 4,961,083.44	94,082.00	$54.28	2684.00				0.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUAREYARD	551,331.00	$64.00	$35,285,184.00				0.00				0.00				0.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUAREYARD	168,057.00	$62.00	$10,419,534.00				0.00				0.00				0.00
360-	CONC PVMT (CONT REINF - CRCP)(10")SPL	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUAREYARD	3,890.00	$95.00	$369,550.00				0.00				0.00				0.00
400-6005	CEM STABIL BKFL	CUBICYARD	4,694.30	$50.00	$234,715.00				0.00				0.00				0.00
400-6006	CUT & RESTORING PAV	SQUAREYARD	929.00	$40.00	$37,160.00				0.00				0.00				0.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBICYARD	7,682.00	$42.00	$322,644.00				0.00				0.00				0.00
400-6011	SAND BACKFILL	CUBICYARD	16,350.00	$23.00	$376,050.00				0.00				0.00				0.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEARFOOT	35,396.00	$1.70	$60,173.20				0.00				0.00				0.00
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEARFOOT	6,992.00	$119.63	$836,452.96				0.00				0.00				0.00
416-6001	DRILL SHAFT (18 IN)	LINEARFOOT	1,424.00	$155.41	$221,303.84				0.00				0.00				0.00
416-6003	DRILL SHAFT (30 IN)	LINEARFOOT	160.00	$252.78	$40,444.80				0.00				0.00				0.00
416-6004	DRILL SHAFT (36 IN)	LINEARFOOT	16,997.00	$170.65	$2,900,538.05				0.00				0.00				0.00
416-6005	DRILL SHAFT (42 IN)	LINEARFOOT	9,092.00	$208.19	$1,892,863.48				0.00				0.00				0.00
416-6008	DRILL SHAFT (60 IN)	LINEARFOOT	3,148.00	$415.08	$1,306,671.84				0.00	$ 1,306,671.84	2,476.00	$415.08	-672.00				0.00
416-6010	DRILL SHAFT (72 IN)	LINEARFOOT	1,882.00	$579.98	$1,091,522.36				0.00				0.00				0.00
416-6012	DRILL SHAFT (84 IN)	LINEARFOOT	708.00	$665.00	$470,820.00				0.00				0.00				0.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEARFOOT	28.00	$79.97	$2,239.16				0.00				0.00				0.00
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEARFOOT	755.00	$143.94	$108,674.70				0.00				0.00				0.00
416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEARFOOT	76.00	$496.34	$37,721.84				0.00				0.00				0.00
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEARFOOT	698.00	$653.22	$455,947.56				0.00				0.00				0.00
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEARFOOT	827.00	$726.21	$600,575.67				0.00				0.00				0.00
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEARFOOT	190.00	$815.25	$154,897.50				0.00				0.00				0.00
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEARFOOT	495.00	$820.45	$406,122.75				0.00				0.00				0.00
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEARFOOT	1,320.00	$233.35	$308,022.00				0.00				0.00				0.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEARFOOT	34.20	$208.37	$7,126.25				0.00				0.00				0.00
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEARFOOT	522.20	$538.05	$280,969.71				0.00				0.00				0.00
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEARFOOT	154.00	$784.61	$120,829.94				0.00				0.00				0.00
420-6013	CL C CONC (ABUT)	CUBICYARD	1,602.40	$658.00	$1,054,379.20				0.00				0.00				0.00
420-6025	CL C CONC (BENT)	CUBICYARD	36.40	$833.10	$30,324.84				0.00				0.00				0.00
420-6029	CL C CONC (CAP)	CUBICYARD	2,736.20	$699.31	$1,913,452.02				0.00	$ 1,913,452.02	2,520.20	$699.31	-216.00				0.00
420-6037	CL C CONC (COLUMN)	CUBICYARD	1,687.80	$765.75	$1,292,432.85				0.00				0.00				0.00
420-6043	CL C CONC (FOOTING)	CUBICYARD	330.30	$545.45	$180,162.14				0.00				0.00				0.00
420-6066	CL C CONC (RAIL FOUNDATION)	CUBICYARD	28.00	$847.83	$23,739.24				0.00				0.00				0.00
420-9001	CLASS CLASS "D" CONC (MISC)	CUBICYARD	25.90	$1,208.21	$31,292.64				0.00				0.00				0.00
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBICYARD	119.00	$870.48	$103,587.12				0.00				0.00				0.00
422-6001	REINF CONC SLAB	SQUAREFOOT	451,242.00	$15.20	$6,858,878.40				0.00	$ 6,858,878.40	427,082.00	$15.20	-24160.00				0.00
422-6015	APPROACH SLAB	CUBICYARD	2,102.43	$443.47	$932,364.63				0.00				0.00				0.00
423-6001	RETAINING WALL (MSE)	SQUAREFOOT	470,320.00	$68.66	$32,292,171.20				0.00				0.00				0.00
425-6037	PRESTR CONC GIRDER (TX40)	LINEARFOOT	4,871.72	$174.72	$851,186.92	$ 851,186.92	0.00	$174.72	-4871.72				0.00				0.00
425-6038	PRESTR CONC GIRDER (TX46)	LINEARFOOT	0.00	$0.00	$0.00	$ -	3,642.00	$161.17	3642.00				0.00				0.00
425-6039	PRESTR CONC GIRDER (TX54)	LINEARFOOT	48,168.24	$169.05	$8,142,840.97	$ 8,142,840.97	8,748.24	$169.05	-39420.00	$ 8,142,840.97	45,148.24	$169.05	-3020.00				0.00
425-6040	PRESTR CONC GIRDER (TX62)	LINEARFOOT	0.00	$0.00	$0.00	$ -	29,233.00	$177.50	29233.00				0.00				0.00
432-6001	RIPRAP (CONC)(4 IN)	CUBICYARD	10,828.30	$360.00	$3,898,188.00				0.00				0.00				0.00
432-6002	RIPRAP (CONC)(5 IN)	CUBICYARD	477.00	$360.00	$171,720.00				0.00				0.00				0.00
432-6003	RIPRAP (CONC)(6 IN)	CUBICYARD	481.00	$360.00	$173,160.00				0.00				0.00				0.00
432-6006	RIPRAP (CONC)(CL B)	CUBICYARD	100.00	$360.00	$36,000.00				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
432-6009	RIPRAP (CONC) (CL B) (4")	CUBICYARD	42.51	$360.00	$15,303.60				0.00				0.00				0.00
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBICYARD	110.00	$113.48	$12,482.80				0.00				0.00				0.00
432-6044	RIPRAP (CONC)(FLUME)	CUBICYARD	719.00	$360.00	$258,840.00				0.00				0.00				0.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBICYARD	3,280.44	$360.00	$1,180,958.40				0.00				0.00				0.00
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10.00	$2,004.95	$20,049.50				0.00				0.00				0.00
434-6026	ELASTOMERIC BEARING (E7)	EACH	10.00	$3,418.95	$34,189.50				0.00				0.00				0.00
434-6035	ELASTOMERIC BEARING (F7)	EACH	10.00	$3,360.95	$33,609.50				0.00				0.00				0.00
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10.00	$2,916.95	$29,169.50				0.00				0.00				0.00
442-6001	STR STEEL (PLATE GIRDER)	POUND	2,931,330.00	$2.33	$6,829,998.90				0.00				0.00				0.00
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2,573.00	$5.66	$14,563.18				0.00				0.00				0.00
450-6006	RAIL (TY T223)	LINEARFOOT	90.00	$136.47	$12,282.30				0.00				0.00				0.00
450-6023	RAIL (TY SSTR)	LINEARFOOT	44,647.70	$56.92	$2,541,347.08				0.00	$ 2,541,347.08	43,439.70	$56.92	-1208.00				0.00
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEARFOOT	100.00	$66.03	$6,603.00				0.00				0.00				0.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848.00	$67.63	$57,350.24				0.00				0.00				0.00
450-9002	RAIL (TY SSTR) SPL	LINEARFOOT	240.00	$67.59	$16,221.60				0.00				0.00				0.00
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEARFOOT	2,633.10	$117.68	$309,863.21				0.00	$ 309,863.21	2,553.10	$117.68	-80.00				0.00
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEARFOOT	169.00	$168.62	$28,496.78				0.00				0.00				0.00
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEARFOOT	313.00	$201.79	$63,160.27				0.00				0.00				0.00
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEARFOOT	812.00	$220.69	$179,200.28				0.00				0.00				0.00
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEARFOOT	373.00	$237.70	$88,662.10				0.00				0.00				0.00
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEARFOOT	620.00	$337.35	$209,157.00				0.00				0.00				0.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEARFOOT	172.00	$417.53	$71,815.16				0.00				0.00				0.00
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEARFOOT	1,316.00	$682.82	$898,591.12				0.00				0.00				0.00
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEARFOOT	654.00	$695.29	$454,719.66				0.00				0.00				0.00
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEARFOOT	438.00	$1,141.35	$499,911.30				0.00				0.00				0.00
464-6003	RC PIPE (CL III)(18 IN)	LINEARFOOT	1,671.00	$53.15	$88,813.65				0.00				0.00				0.00
464-6005	RC PIPE (CL III)(24 IN)	LINEARFOOT	5,160.00	$53.32	$275,131.20				0.00				0.00				0.00
464-6007	RC PIPE (CL III)(30 IN)	LINEARFOOT	1,545.00	$77.20	$119,274.00				0.00				0.00				0.00
464-6008	RC PIPE (CL III)(36 IN)	LINEARFOOT	1,557.00	$97.90	$152,430.30				0.00				0.00				0.00
464-6009	RC PIPE (CL III)(42 IN)	LINEARFOOT	958.00	$119.04	$114,040.32				0.00				0.00				0.00
464-6010	RC PIPE (CL III)(48 IN)	LINEARFOOT	600.00	$152.65	$91,590.00				0.00				0.00				0.00
464-6026	RC PIPE (CL V)(24 IN)	LINEARFOOT	4,512.00	$65.99	$297,746.88				0.00				0.00				0.00
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11,585.00	$41.22	$477,533.70				0.00				0.00				0.00
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEARFOOT	4,074.00	$61.24	$249,491.76				0.00				0.00				0.00
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEARFOOT	1,360.00	$77.81	$105,821.60				0.00				0.00				0.00
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEARFOOT	3,103.00	$101.02	$313,465.06				0.00				0.00				0.00
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEARFOOT	2,013.00	$122.16	$245,908.08				0.00				0.00				0.00
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEARFOOT	1,888.00	$142.34	$268,737.92				0.00				0.00				0.00
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEARFOOT	20.00	$219.49	$4,389.80				0.00				0.00				0.00
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEARFOOT	2,042.00	$199.27	$406,909.34				0.00				0.00				0.00
464-6049	RC PIPE (CL IV)(21 IN)	LINEARFOOT	425.00	$66.74	$28,364.50				0.00				0.00				0.00
464-6059	RC PIPE (CL V)(30 IN)	LINEARFOOT	1,622.00	$100.90	$163,659.80				0.00				0.00				0.00
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEARFOOT	394.00	$59.04	$23,261.76				0.00				0.00				0.00
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEARFOOT	318.00	$309.84	$98,529.12				0.00				0.00				0.00
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5.00	$5,314.33	$26,571.65				0.00				0.00				0.00
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50.00	$2,652.04	$132,602.00				0.00				0.00				0.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2.00	$10,118.07	$20,236.14				0.00				0.00				0.00
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5.00	$19,000.00	$95,000.00				0.00				0.00				0.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4.00	$6,435.74	$25,742.96				0.00				0.00				0.00
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2.00	$4,874.09	$9,748.18				0.00				0.00				0.00
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10.00	$5,196.93	$51,969.30				0.00				0.00				0.00
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1.00	$6,865.22	$6,865.22				0.00				0.00				0.00
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9.00	$5,837.41	$52,536.69				0.00				0.00				0.00
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2.00	$9,769.62	$19,539.24				0.00				0.00				0.00
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EACH	67.00	$3,501.76	$234,617.92				0.00				0.00				0.00
465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12.00	$4,094.42	$49,133.04				0.00				0.00				0.00
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57.00	$6,853.95	$390,675.15				0.00				0.00				0.00
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82.00	$7,033.94	$576,783.08				0.00				0.00				0.00
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4.00	$15,813.78	$63,255.12				0.00				0.00				0.00
465-9002	INLET (COMPL) (TY L1)	EACH	15.00	$3,447.04	$51,705.60				0.00				0.00				0.00
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7.00	$4,429.59	$31,007.13				0.00				0.00				0.00
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1.00	$6,509.04	$6,509.04				0.00				0.00				0.00
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1.00	$4,945.07	$4,945.07				0.00				0.00				0.00
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1.00	$11,700.92	$11,700.92				0.00				0.00				0.00
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2.00	$11,519.00	$23,038.00				0.00				0.00				0.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2.00	$12,284.01	$24,568.02				0.00				0.00				0.00
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2.00	$13,751.96	$27,503.92				0.00				0.00				0.00
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2.00	$14,977.75	$29,955.50				0.00				0.00				0.00
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2.00	$7,320.35	$14,640.70				0.00				0.00				0.00
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7.00	$10,849.00	$75,943.00				0.00				0.00				0.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1.00	$13,770.39	$13,770.39				0.00				0.00				0.00
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1.00	$6,471.45	$6,471.45				0.00				0.00				0.00
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2.00	$11,661.05	$23,322.10				0.00				0.00				0.00
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7.00	$1,213.53	$8,494.71				0.00				0.00				0.00
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89.00	$1,213.52	$108,003.28				0.00				0.00				0.00
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12.00	$1,213.52	$14,562.24				0.00				0.00				0.00
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3.00	$1,263.53	$3,790.59				0.00				0.00				0.00
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73.00	$1,263.52	$92,236.96				0.00				0.00				0.00
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84.00	$1,263.52	$106,135.68				0.00				0.00				0.00
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16.00	$1,473.46	$23,575.36				0.00				0.00				0.00
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4.00	$1,473.46	$5,893.84				0.00				0.00				0.00
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00				0.00				0.00
467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4.00	$1,798.46	$7,193.84				0.00				0.00				0.00
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1.00	$2,796.92	$2,796.92				0.00				0.00				0.00
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4.00	$3,446.91	$13,787.64				0.00				0.00				0.00
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2.00	$3,746.92	$7,493.84				0.00				0.00				0.00
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1.00	$5,696.92	$5,696.92				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEARFOOT	33.00	$270.57	$8,928.81				0.00				0.00				0.00
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEARFOOT	237.00	$612.89	$145,254.93				0.00				0.00				0.00
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEARFOOT	100.00	$1,657.72	$165,772.00				0.00				0.00				0.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEARFOOT	533.00	$766.77	$408,688.41				0.00				0.00				0.00
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEARFOOT	100.00	$1,843.66	$184,366.00				0.00				0.00				0.00
479-6001	ADJUSTING MANHOLES	EACH	1.00	$850.00	$850.00				0.00				0.00				0.00
496-6004	REMOV STR (SET)	EACH	50.00	$450.00	$22,500.00				0.00				0.00				0.00
496-6005	REMOV STR (WINGWALL)	EACH	1.00	$2,500.00	$2,500.00				0.00				0.00				0.00
496-6006	REMOV STR (HEADWALL)	EACH	10.00	$2,800.00	$28,000.00				0.00				0.00				0.00
496-6007	REMOV STR (PIPE)	LINEARFOOT	10,244.00	$10.00	$102,440.00				0.00				0.00				0.00
496-6008	REMOV STR (BOX CULVERT)	LINEARFOOT	252.00	$30.00	$7,560.00				0.00				0.00				0.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1.00	$25,367.23	$25,367.23				0.00				0.00				0.00
496-6016	REMOV STR (PIPE)	EACH	8.00	$900.00	$7,200.00				0.00				0.00				0.00
496-6041	REMOV STR (LARGE)	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
496-6042	REMOV STR (SMALL)	EACH	10.00	$250.00	$2,500.00				0.00				0.00				0.00
496-6043	REMOV STR (SMALL FENCE)	LINEARFOOT	8,271.00	$3.00	$24,813.00				0.00				0.00				0.00
496-6096	REMOV STR (WELL GATE)	EACH	9.00	$2,000.00	$18,000.00				0.00				0.00				0.00
496-9001	REMOVE (ROCK RIPRAP)	CUBICYARD	30.00	$100.00	$3,000.00				0.00				0.00				0.00
500-6001	MOBILIZATION	LUMPSUM	1.00	$29,593,242.02	$29,593,242.02				0.00				0.00				0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42.00	$45,000.00	$1,890,000.00				0.00				0.00				0.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEARFOOT	523.00	$31.75	$16,605.25				0.00				0.00				0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LINEARFOOT	523.00	$16.75	$8,760.25				0.00				0.00				0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUAREYARD	3,120.00	$28.25	$88,140.00				0.00				0.00				0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUAREYARD	3,120.00	$14.50	$45,240.00				0.00				0.00				0.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61.00	$67.36	$4,108.96				0.00				0.00				0.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEARFOOT	39,560.00	$2.95	$116,702.00				0.00				0.00				0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEARFOOT	39,560.00	$1.20	$47,472.00				0.00				0.00				0.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEARFOOT	28,752.00	$5.55	$159,573.60				0.00				0.00				0.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEARFOOT	28,752.00	$1.20	$34,502.40				0.00				0.00				0.00
508-6001	CONSTRUCTING DETOURS	SQUAREYARD	4,138.00	$20.68	$85,573.84				0.00				0.00				0.00
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY1)	LINEARFOOT	334.00	$77.37	$25,841.58				0.00				0.00				0.00
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEARFOOT	64.00	$2.58	$165.12				0.00				0.00				0.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEARFOOT	3,458.00	$66.79	$230,959.82				0.00				0.00				0.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEARFOOT	10.00	$104.88	$1,048.80				0.00				0.00				0.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEARFOOT	10,082.00	$77.55	$781,859.10				0.00				0.00				0.00
514-6038	PERM CTB (SSCB) (TY 1) (MOD)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00				0.00
528-6004	LANDSCAPE PAVERS	SQUAREYARD	12,727.00	$46.80	$595,623.60				0.00				0.00				0.00
529-6002	CONC CURB (TY II)	LINEARFOOT	2,084.00	$12.50	$26,050.00				0.00				0.00				0.00
529-6006	CONC CURB (MONO) (TY II A)	LINEARFOOT	613.00	$14.75	$9,041.75				0.00				0.00				0.00
529-6024	CONC CURB (MOUNTABLE)	LINEARFOOT	5,026.00	$13.00	$65,338.00				0.00				0.00				0.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEARFOOT	8,121.00	$13.75	$111,663.75				0.00				0.00				0.00
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEARFOOT	640.00	$28.00	$17,920.00				0.00				0.00				0.00
529-6031	CONC CURB & GUTTER(VALLEY GUTTER)(48")	LINEARFOOT	19,219.00	$45.00	$864,855.00				0.00				0.00				0.00
530-6002	INTERSECTIONS (ACP)	SQUAREYARD	372.00	$25.48	$9,478.56				0.00				0.00				0.00
530-6005	DRIVEWAYS (ACP)	SQUAREYARD	7,236.00	$50.00	$361,800.00				0.00				0.00				0.00
531-6001	CONC SIDEWALKS (4")	SQUAREYARD	341.00	$38.25	$13,043.25				0.00				0.00				0.00
531-6004	CURB RAMPS (TY 1)	EACH	8.00	$1,100.00	$8,800.00				0.00				0.00				0.00
531-6008	CURB RAMPS (TY 5)	EACH	1.00	$1,100.00	$1,100.00				0.00				0.00				0.00
531-6010	CURB RAMPS (TY 7)	EACH	3.00	$1,100.00	$3,300.00				0.00				0.00				0.00
531-6015	CURB RAMPS (TY 20)	EACH	26.00	$1,100.00	$28,600.00				0.00				0.00				0.00
538-6001	RIGHT OF WAY MARKERS	EACH	2.00	$458.49	$916.98				0.00				0.00				0.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEARFOOT	45,614.00	$30.44	$1,388,490.16				0.00				0.00				0.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96.00	$1,958.82	$188,046.72				0.00				0.00				0.00
540-6014	SHORT RADIUS	LINEARFOOT	1,295.00	$34.94	$45,247.30				0.00				0.00				0.00
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91.00	$1,334.12	$121,404.92				0.00				0.00				0.00
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEARFOOT	2,988.00	$0.95	$2,838.60				0.00				0.00				0.00
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEARFOOT	46,203.00	$17.47	$807,166.41				0.00				0.00				0.00
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30.00	$3,303.53	$99,105.90				0.00				0.00				0.00
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108.00	$2,964.70	$320,187.60				0.00				0.00				0.00
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9.00	$37,228.22	$335,053.98				0.00				0.00				0.00
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEARFOOT	65.00	$116.47	$7,570.55				0.00				0.00				0.00
550-6003	CHAIN LINK FENCE (REMOVE)	LINEARFOOT	1,562.00	$7.41	$11,574.42				0.00				0.00				0.00
550-6006	GATE (REMOVE)	EACH	1.00	$1,588.23	$1,588.23				0.00				0.00				0.00
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEARFOOT	21,120.00	$17.14	$361,996.80				0.00				0.00				0.00
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3.00	$175.32	$525.96				0.00				0.00				0.00
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1.00	$250.00	$250.00				0.00				0.00				0.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32.00	$1,484.15	$47,492.80				0.00				0.00				0.00
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76.00	$1,293.65	$98,317.40				0.00				0.00				0.00
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3.00	$5,301.35	$15,904.05				0.00				0.00				0.00
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26.00	$3,812.67	$99,129.42				0.00				0.00				0.00
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81.00	$4,393.17	$355,846.77				0.00				0.00				0.00
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42.00	$3,744.46	$157,267.32				0.00				0.00				0.00
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11.00	$6,177.44	$67,951.84				0.00				0.00				0.00
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4.00	$6,222.91	$24,891.64				0.00				0.00				0.00
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4.00	$4,439.99	$17,759.96				0.00				0.00				0.00
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26.00	$4,696.78	$122,116.28				0.00				0.00				0.00
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10.00	$67,535.62	$675,356.20				0.00				0.00				0.00
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5.00	$31,143.18	$155,715.90				0.00				0.00				0.00
618-6016	CONDT (PVC) (SCH 40) (1")	LINEARFOOT	3,298.00	$9.45	$31,166.10				0.00				0.00				0.00
618-6023	CONDT (PVC) (SCH 40) (2")	LINEARFOOT	49,972.00	$10.44	$521,707.68				0.00				0.00				0.00
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEARFOOT	4,563.00	$16.26	$74,194.38				0.00				0.00				0.00
618-6029	CONDT (PVC) (SCH 40) (3")	LINEARFOOT	707.00	$13.93	$9,848.51				0.00				0.00				0.00
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEARFOOT	320.00	$21.76	$6,963.20				0.00				0.00				0.00
618-6033	CONDT (PVC) (SCH 40) (4")	LINEARFOOT	1,393.00	$17.95	$25,004.35				0.00				0.00				0.00
618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEARFOOT	1,591.00	$26.35	$41,922.85				0.00				0.00				0.00
618-6046	CONDT (PVC) (SCH 80) (2")	LINEARFOOT	6,655.00	$11.48	$76,399.40				0.00				0.00				0.00
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEARFOOT	2,545.00	$19.88	$50,594.60				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
618-6064	CONDT (RM) (1")	LINEARFOOT	5,661.00	$26.04	$147,412.44				0.00				0.00				0.00
618-6074	CONDT (RM) (3")	LINEARFOOT	6,800.00	$95.41	$648,788.00				0.00				0.00	$ 648,788.00	0.00	$95.41	-6800.00
618-	CONDT (FIBERGLASS) (3")	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00	$ -	6,800.00	$88.21	6800.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEARFOOT	155,515.00	$0.56	$87,088.40				0.00				0.00	$ 87,088.40	94,281.00	$0.59	-61234.00
620-6003	ELEC CONDR (NO.12) BARE	LINEARFOOT	3,509.00	$0.75	$2,631.75				0.00				0.00				0.00
620-6004	ELEC CONDR (NO.12) INSULATED	LINEARFOOT	7,018.00	$0.73	$5,123.14				0.00				0.00				0.00
620-6007	ELEC CONDR (NO.8) BARE	LINEARFOOT	48,044.00	$0.75	$36,033.00				0.00				0.00				0.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEARFOOT	260,663.00	$1.19	$310,188.97				0.00				0.00	$ 310,188.97	200,494.00	$1.21	-60169.00
620-6009	ELEC CONDR (NO.6) BARE	LINEARFOOT	13,884.00	$1.24	$17,216.16				0.00				0.00				0.00
620-6010	ELEC CONDR (NO.6) INSULATED	LINEARFOOT	28,088.00	$1.40	$39,323.20				0.00				0.00				0.00
620-6011	ELEC CONDR (NO.4) BARE	LINEARFOOT	6,691.00	$1.73	$11,575.43				0.00				0.00				0.00
620-6012	ELEC CONDR (NO.4) INSULATED	LINEARFOOT	13,412.00	$1.99	$26,689.88				0.00				0.00				0.00
620-6013	ELEC CONDR (NO.3) BARE	LINEARFOOT	3,045.00	$5.18	$15,773.10				0.00				0.00				0.00
620-6014	ELEC CONDR (NO.3) INSULATED	LINEARFOOT	6,090.00	$3.06	$18,635.40				0.00				0.00				0.00
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEARFOOT	2,761.00	$2.22	$6,129.42				0.00				0.00				0.00
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEARFOOT	1,899.00	$4.93	$9,362.07				0.00				0.00				0.00
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342.00	$1,307.14	$447,041.88				0.00				0.00				0.00
624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55.00	$1,481.80	$81,499.00				0.00				0.00				0.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEARFOOT	700.00	$5.36	$3,752.00				0.00				0.00				0.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEARFOOT	1,980.00	$3.17	$6,276.60				0.00				0.00				0.00
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1.00	$7,456.08	$7,456.08				0.00				0.00				0.00
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32.00	$7,898.18	$252,741.76				0.00				0.00				0.00
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5.00	$6,333.27	$31,666.35				0.00				0.00				0.00
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6.00	$2,977.08	$17,862.48				0.00				0.00				0.00
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41.00	$5,254.12	$215,418.92				0.00				0.00				0.00
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10.00	$5,271.51	$52,715.10				0.00				0.00				0.00
636-6001	ALUMINUM SIGNS (TY A)	SQUAREFOOT	94.00	$19.73	$1,854.62				0.00				0.00				0.00
636-6002	ALUMINUM SIGNS (TY G)	SQUAREFOOT	8,347.25	$27.30	$227,879.93				0.00				0.00				0.00
636-6003	ALUMINUM SIGNS (TY O)	SQUAREFOOT	1,564.75	$35.52	$55,579.92				0.00				0.00				0.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324.00	$661.06	$214,183.44				0.00				0.00				0.00
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185.00	$825.26	$152,673.10				0.00				0.00				0.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34.00	$916.96	$31,176.64				0.00				0.00				0.00
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	EACH	3.00	$1,130.20	$3,390.60				0.00				0.00				0.00
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	EACH	14.00	$1,146.20	$16,046.80				0.00				0.00				0.00
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	EACH	2.00	$2,367.03	$4,734.06				0.00				0.00				0.00
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20.00	$1,919.21	$38,384.20				0.00				0.00				0.00
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12.00	$1,919.21	$23,030.52				0.00				0.00				0.00
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30.00	$3,411.93	$102,357.90				0.00				0.00				0.00
644-6076	REMOVE SM RD SN SUP&AM	EACH	61.00	$63.97	$3,902.17				0.00				0.00				0.00
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28,374.00	$5.12	$145,274.88				0.00				0.00				0.00
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4.00	$57,239.87	$228,959.48				0.00				0.00				0.00
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13.00	$49,930.57	$649,097.41				0.00				0.00				0.00
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4.00	$71,168.85	$284,675.40				0.00				0.00				0.00
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1.00	$54,066.34	$54,066.34				0.00				0.00				0.00
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1.00	$74,184.66	$74,184.66				0.00				0.00				0.00
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8.00	$182,459.95	$1,459,679.60				0.00				0.00				0.00
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND	EACH	76.00	$58.64	$4,456.64				0.00				0.00				0.00
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97.00	$26.66	$2,586.02				0.00				0.00				0.00
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10.00	$31.99	$319.90				0.00				0.00				0.00
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND	EACH	43.00	$58.64	$2,521.52				0.00				0.00				0.00
658-6022	INSTL DEL ASSM (D-SY)SZ 1(FLX)GF2	EACH	90.00	$53.31	$4,797.90				0.00				0.00				0.00
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42.00	$26.66	$1,119.72				0.00				0.00				0.00
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56.00	$26.66	$1,492.96				0.00				0.00				0.00
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND	EACH	32.00	$69.31	$2,217.92				0.00				0.00				0.00
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EACH	116.00	$58.64	$6,802.24				0.00				0.00				0.00
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150.00	$38.38	$5,757.00				0.00				0.00				0.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221.00	$42.65	$9,425.65				0.00				0.00				0.00
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141.00	$42.65	$6,013.65				0.00				0.00				0.00
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42.00	$42.65	$1,791.30				0.00				0.00				0.00
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18.00	$106.62	$1,919.16				0.00				0.00				0.00
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00				0.00				0.00
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323.00	$4.00	$1,292.00				0.00				0.00				0.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEARFOOT	20,292.00	$0.55	$11,160.60				0.00				0.00				0.00
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEARFOOT	29,032.00	$0.55	$15,967.60				0.00				0.00				0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16,678.00	$0.98	$16,344.44				0.00				0.00				0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7,121.00	$1.00	$7,121.00				0.00				0.00				0.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEARFOOT	362.00	$0.32	$115.84				0.00				0.00				0.00
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEARFOOT	117.00	$1.00	$117.00				0.00				0.00				0.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEARFOOT	42,481.00	$0.70	$29,736.70				0.00				0.00				0.00
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEARFOOT	175.00	$1.50	$262.50				0.00				0.00				0.00
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEARFOOT	4,379.00	$1.05	$4,597.95				0.00				0.00				0.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEARFOOT	2,306.00	$3.00	$6,918.00				0.00				0.00				0.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEARFOOT	1,514.00	$1.00	$1,514.00				0.00				0.00				0.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEARFOOT	1,465.00	$1.50	$2,197.50				0.00				0.00				0.00
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEARFOOT	3,248.00	$3.00	$9,744.00				0.00				0.00				0.00
666-6159	RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL)	LINEARFOOT	41,650.00	$0.90	$37,485.00				0.00				0.00				0.00
666-6224	PAVEMENT SEALER 4"	LINEARFOOT	470,953.00	$0.10	$47,095.30				0.00				0.00				0.00
666-6226	PAVEMENT SEALER 8"	LINEARFOOT	39,979.00	$0.20	$7,995.80				0.00				0.00				0.00
666-6228	PAVEMENT SEALER 12"	LINEARFOOT	5,571.00	$0.30	$1,671.30				0.00				0.00				0.00
666-6230	PAVEMENT SEALER 24"	LINEARFOOT	1,045.00	$0.60	$627.00				0.00				0.00				0.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40.00	$4.00	$160.00				0.00				0.00				0.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38.00	$4.00	$152.00				0.00				0.00				0.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14.00	$6.00	$84.00				0.00				0.00				0.00
666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9.00	$6.00	$54.00				0.00				0.00				0.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62.00	$2.00	$124.00				0.00				0.00				0.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEARFOOT	34,535.00	$0.35	$12,087.25				0.00				0.00				0.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEARFOOT	237,996.00	$0.32	$76,158.72				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEARFOOT	590.00	$0.45	$265.50				0.00				0.00				0.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEARFOOT	230,623.00	$0.32	$73,799.36				0.00				0.00				0.00
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28.00	$600.00	$16,800.00				0.00				0.00				0.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32.00	$875.00	$28,000.00				0.00				0.00				0.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3.00	$925.00	$2,775.00				0.00				0.00				0.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30.00	$850.00	$25,500.00				0.00				0.00				0.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32.00	$200.00	$6,400.00				0.00				0.00				0.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4.00	$350.00	$1,400.00				0.00				0.00				0.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6.00	$400.00	$2,400.00				0.00				0.00				0.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38.00	$300.00	$11,400.00				0.00				0.00				0.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62.00	$25.00	$1,550.00				0.00				0.00				0.00
672-6006	REFL PAV MRKR TY I-A	EACH	734.00	$3.25	$2,385.50				0.00				0.00				0.00
672-6007	REFL PAV MRKR TY I-C	EACH	590.00	$3.25	$1,917.50				0.00				0.00				0.00
672-6008	REFL PAV MRKR TY I-R	EACH	140.00	$3.25	$455.00				0.00				0.00				0.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1,413.00	$3.25	$4,592.25				0.00				0.00				0.00
672-6010	REFL PAV MRKR TY II-C-R	EACH	4,110.00	$3.25	$13,357.50				0.00				0.00				0.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEARFOOT	19,986.00	$0.20	$3,997.20				0.00				0.00				0.00
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEARFOOT	50.00	$0.60	$30.00				0.00				0.00				0.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEARFOOT	192.00	$1.20	$230.40				0.00				0.00				0.00
678-6001	PAV SURF PREP FOR MRK (4")	LINEARFOOT	470,953.00	$0.08	$37,676.24				0.00				0.00				0.00
678-6004	PAV SURF PREP FOR MRK (8")	LINEARFOOT	39,979.00	$0.16	$6,396.64				0.00				0.00				0.00
678-6006	PAV SURF PREP FOR MRK (12")	LINEARFOOT	5,571.00	$0.24	$1,337.04				0.00				0.00				0.00
678-6008	PAV SURF PREP FOR MRK (24")	LINEARFOOT	1,045.00	$0.48	$501.60				0.00				0.00				0.00
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40.00	$0.65	$26.00				0.00				0.00				0.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14.00	$0.65	$9.10				0.00				0.00				0.00
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9.00	$0.65	$5.85				0.00				0.00				0.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46.00	$0.65	$29.90				0.00				0.00				0.00
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62.00	$0.65	$40.30				0.00				0.00				0.00
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4,220.00	$0.65	$2,743.00				0.00				0.00				0.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6.00	$6,086.76	$36,520.56				0.00				0.00				0.00
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5.00	$22,702.60	$113,513.00				0.00				0.00				0.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59.00	$244.16	$14,405.44				0.00				0.00				0.00
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7.00	$260.21	$1,821.47				0.00				0.00				0.00
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83.00	$246.84	$20,487.72				0.00				0.00				0.00
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7.00	$250.85	$1,755.95				0.00				0.00				0.00
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71.00	$244.16	$17,335.36				0.00				0.00				0.00
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8.00	$250.85	$2,006.80				0.00				0.00				0.00
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10.00	$395.30	$3,953.00				0.00				0.00				0.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14.00	$276.40	$3,869.60				0.00				0.00				0.00
682-6023	BACK PLATE (12")(3 SEC)	EACH	59.00	$287.11	$16,939.49				0.00				0.00				0.00
682-6024	BACK PLATE (12")(4 SEC)	EACH	3.00	$305.83	$917.49				0.00				0.00				0.00
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEARFOOT	9,392.00	$2.69	$25,264.48				0.00				0.00				0.00
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEARFOOT	1,666.00	$3.37	$5,614.42				0.00				0.00				0.00
684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEARFOOT	926.00	$1.66	$1,537.16				0.00				0.00				0.00
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEARFOOT	9,867.00	$1.67	$16,477.89				0.00				0.00				0.00
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4.00	$8,916.13	$35,664.52				0.00				0.00				0.00
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20.00	$10,765.94	$215,318.80				0.00				0.00				0.00
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1.00	$11,193.10	$11,193.10				0.00				0.00				0.00
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1.00	$15,833.46	$15,833.46				0.00				0.00				0.00
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4.00	$13,888.69	$55,554.76				0.00				0.00				0.00
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4.00	$17,094.76	$68,379.04				0.00				0.00				0.00
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5.00	$34,343.59	$171,717.95				0.00				0.00				0.00
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2.00	$35,472.47	$70,944.94				0.00				0.00				0.00
687-6001	PED POLE ASSEMBLY	EACH	6.00	$1,929.67	$11,578.02				0.00				0.00				0.00
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10.00	$849.47	$8,494.70				0.00				0.00				0.00
688-6004	VEH LP DETECT (SAWCUT)	LINEARFOOT	7,593.00	$13.55	$102,885.15				0.00				0.00				0.00
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1.00	$1,534.00	$1,534.00				0.00				0.00				0.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEARFOOT	156.00	$10.59	$1,652.04				0.00				0.00				0.00
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUAREFOOT	1,630.00	$52.77	$86,015.10				0.00				0.00				0.00
1007-6001	IRRIGATION GATE (18")	EACH	8.00	$10,000.00	$80,000.00				0.00				0.00				0.00
1007-6002	IRRIGATION GATE (30")	EACH	1.00	$13,000.00	$13,000.00				0.00				0.00				0.00
1007-6005	IRRIGATION WELL (30")	EACH	3.00	$7,500.00	$22,500.00				0.00				0.00				0.00
1007-6007	IRRIGATION VALVE (12")	EACH	15.00	$5,000.00	$75,000.00				0.00				0.00				0.00
1007-6008	IRRIGATION WELL (48")	EACH	1.00	$6,500.00	$6,500.00				0.00				0.00				0.00
1007-6009	IRRIGATION WELL (36")	EACH	10.00	$6,000.00	$60,000.00				0.00				0.00				0.00
1007-6013	IRRIGATION GATE (15")	EACH	11.00	$8,500.00	$93,500.00				0.00				0.00				0.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3.00	$135,000.00	$405,000.00				0.00				0.00				0.00
1007-9006	IRRIGATION GATE (12")	EACH	1.00	$8,000.00	$8,000.00				0.00				0.00				0.00
1007-9009	ALFALFA VALVE (18")	EACH	3.00	$6,500.00	$19,500.00				0.00				0.00				0.00
1007-9011	ALFALFA VALVE (12")	EACH	3.00	$2,000.00	$6,000.00				0.00				0.00				0.00
1007-9012	IRRIGATION VALVE (21")	EACH	1.00	$15,000.00	$15,000.00				0.00				0.00				0.00
1007-9013	IRRIGATION GATE	EACH	2.00	$8,750.00	$17,500.00				0.00				0.00				0.00
1007-9014	IRRIGATION WELL (54")	EACH	1.00	$10,500.00	$10,500.00				0.00				0.00				0.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEARFOOT	6,760.00	$70.00	$473,200.00				0.00				0.00				0.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEARFOOT	343.00	$100.00	$34,300.00				0.00				0.00				0.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEARFOOT	604.00	$125.00	$75,500.00				0.00				0.00				0.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEARFOOT	2,008.00	$52.00	$104,416.00				0.00				0.00				0.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEARFOOT	300.00	$85.00	$25,500.00				0.00				0.00				0.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEARFOOT	1,162.00	$165.58	$192,403.96				0.00				0.00				0.00
2004-6001	DECOMPOSED GRANITE (3" DEPTH)	SQUAREYARD	0.00	$0.00	$0.00				0.00				0.00				0.00
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEARFOOT	5.00	$2,210.00	$11,050.00				0.00				0.00				0.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEARFOOT	740.00	$170.00	$125,800.00				0.00				0.00				0.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEARFOOT	12.00	$125.00	$1,500.00				0.00				0.00				0.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEARFOOT	742.00	$195.00	$144,690.00				0.00				0.00				0.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEARFOOT	1,265.00	$265.00	$335,225.00				0.00				0.00				0.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEARFOOT	3,221.00	$320.00	$1,030,720.00				0.00				0.00				0.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEARFOOT	428.00	$215.00	$92,020.00				0.00				0.00				0.00
4075-9001	WICK DRAINS	LINEARFOOT	270,835.00	$7.99	$2,163,971.65				0.00				0.00				0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 10				VECP CONCEPT 13				VECP CONCEPT 15			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUAREYARD	40,347.00	$0.99	$39,943.53				0.00				0.00				0.00
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEARFOOT	440.00	$80.00	$35,200.00				0.00				0.00				0.00
5002-9001	WATER MAIN PIPE (PVC)(24IN)(DR18)(C900)	LINEARFOOT	420.00	$250.00	$105,000.00				0.00				0.00				0.00
5002-9002	18" GATE VALVE & BOX	EACH	4.00	$16,000.00	$64,000.00				0.00				0.00				0.00
5002-9003	24" GATE VALVE & BOX	EACH	2.00	$26,500.00	$53,000.00				0.00				0.00				0.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEARFOOT	308.00	$140.00	$43,120.00				0.00				0.00				0.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13.00	$1,250.00	$16,250.00				0.00				0.00				0.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMPSUM	1.00	$25,972.83	$25,972.83				0.00				0.00				0.00
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEARFOOT	17,340.00	$2.45	$42,483.00				0.00				0.00	$ 42,483.00	24,460.00	$1.97	7120.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEARFOOT	156,200.00	$3.31	$517,022.00				0.00				0.00	$ 517,022.00	155,250.00	$2.75	-950.00
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEARFOOT	24,905.00	$1.87	$46,572.35				0.00				0.00	$ 46,572.35	34,003.00	$1.82	9098.00
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165.00	$2,234.97	$368,770.05				0.00				0.00	$ 368,770.05	88.00	$2,155.80	-77.00
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79.00	$1,118.43	$88,355.97				0.00				0.00	$ 88,355.97	70.00	$1,032.00	-9.00
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14.00	$1,326.21	$18,566.94				0.00				0.00	$ 18,566.94	7.00	$1,130.50	-7.00
6007-	FIBER OPTIC PATCH PANEL (24 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	11.00	$3,364.75	11.00
6007-	FIBER OPTIC PATCH PANEL (96 POSITION)	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	1.00	$5,758.04	1.00
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2,842.00	$61.72	$175,408.24				0.00				0.00	$ 175,408.24	3,120.00	$61.17	278.00
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11.00	$12,288.80	$135,176.80				0.00				0.00	$ 135,176.80	11.00	$8,831.44	0.00
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2.00	$17,555.75	$35,111.50				0.00				0.00	$ 35,111.50	2.00	$12,180.86	0.00
6010-6004	CCTV MOUNT (POLE)	EACH	20.00	$397.24	$7,944.80				0.00				0.00				0.00
6010-6008	CCTV MOUNT (PENDANT)	EACH	16.00	$397.24	$6,355.84				0.00				0.00				0.00
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEARFOOT	135,055.00	$42.31	$5,714,177.05				0.00				0.00	$ 5,714,177.05	0.00	$42.31	-135055.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00	$ -	138,217.00	$39.94	138217.00
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEARFOOT	150.00	$163.39	$24,508.50				0.00				0.00	$ 24,508.50	0.00	$163.39	-150.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00	$ -	1,510.00	$149.16	1510.00
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEARFOOT	10,905.00	$43.61	$475,567.05				0.00				0.00	$ 475,567.05	11,248.00	$42.90	343.00
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEARFOOT	595.00	$34.14	$20,313.30				0.00				0.00	$ 20,313.30	2,179.00	$31.65	1584.00
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEARFOOT	7,055.00	$166.00	$1,171,130.00				0.00				0.00	$ 1,171,130.00	0.00	$166.00	-7055.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403.00	$126.44	$50,955.32				0.00				0.00	$ 50,955.32	282.00	$130.25	-121.00
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2,515.00	$145.63	$366,259.45				0.00				0.00	$ 366,259.45	0.00	$145.63	-2515.00
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00	$ -	3,046.00	$142.55	3046.00
6016-6014	ITS MULTI-DUCT COND (FIBERGLASS)	LINEARFOOT	0.00	$0.00	$0.00				0.00				0.00	$ -	7,055.00	$145.76	7055.00
6025-6001	RADAR PRESENCE DETECTOR	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43.00	$10,518.56	$452,298.08				0.00				0.00				0.00
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4.00	$8,284.25	$33,137.00				0.00				0.00				0.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1.00	$2,882.06	$2,882.06				0.00				0.00				0.00
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3.00	$2,835.25	$8,505.75				0.00				0.00				0.00
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25.00	$11,160.82	$279,020.50				0.00				0.00	$ 279,020.50	24.00	$11,160.82	-1.00
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21.00	$23,762.16	$499,005.36				0.00				0.00	$ 499,005.36	19.00	$23,762.16	-2.00
6064-6068	ITS POLE (8 FT)(COSS/OSB)	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	3.00	$7,459.96	3.00
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69.00	$7,238.62	$499,464.78				0.00				0.00	$ 499,464.78	69.00	$4,241.93	0.00
6064-	ETHERNET SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	58.00	$3,407.61	58.00
6064-	NETWORK SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	12.00	$12,029.97	12.00
6120-6001	DEAD END ROADWAY BARRICADE	LINEARFOOT	24.00	$50.70	$1,216.80				0.00				0.00				0.00
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238.00	$5,702.91	$1,357,292.58				0.00				0.00	$ 1,357,292.58	171.00	$5,860.66	-67.00
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165.00	$8,409.87	$1,387,628.55				0.00				0.00	$ 1,387,628.55	111.00	$8,698.70	-54.00
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMPSUM	2.00	$604,421.32	$1,208,842.64				0.00				0.00				0.00
HCRMA 3541-01-01	EXCAVATION	CUBICYARD	31,290.00	$2.84	$88,863.60				0.00				0.00				0.00
HCRMA 3541-01-02	COMPACTED FILL	CUBICYARD	587,256.00	$7.13	$4,187,135.28				0.00				0.00				0.00
HCRMA 3541-01-03	TOP SOIL	CUBICYARD	25,115.00	$2.91	$73,084.65				0.00				0.00				0.00
HCRMA 6065-08-01	GATEWELL STRUCTURE	EACH	3.00	$100,000.00	$300,000.00				0.00				0.00				0.00
HCRMA 6068-09-01	SLUICE GATE	EACH	2.00	$75,000.00	$150,000.00				0.00				0.00				0.00
HCRMA 9079-90-01	VEHICULAR GATE	EACH	2.00	$5,000.00	$10,000.00				0.00				0.00				0.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMPSUM	1.00	$156,561.68	$156,561.68				0.00				0.00				0.00
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20.00	$6,867.91	$137,358.20				0.00				0.00				0.00
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16.00	$5,717.64	$91,482.24				0.00				0.00				0.00
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMPSUM	18.00	$15,399.55	$277,191.90				0.00				0.00				0.00
HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27.00	$7,541.24	$203,613.48				0.00				0.00				0.00
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4.00	$7,541.25	$30,165.00				0.00				0.00				0.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4.00	$138,414.99	$553,659.96				0.00				0.00	$ 553,659.96	0.00	$138,414.99	-4.00
HCRMA-ITS-	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP -	EACH	0.00	$0.00	$0.00				0.00				0.00	$ -	4.00	$119,484.00	4.00
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMPSUM	1.00	$25,971.80	$25,971.80				0.00				0.00				0.00
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEARFOOT	924.00	$172.79	$159,657.96				0.00				0.00				0.00
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEARFOOT	249.00	$88.64	$22,071.36				0.00				0.00				0.00
9606-6058	SPECIAL DEDUCTION	DOL	0.00	$0.00	$0.00												
						TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS	TOTAL BB COST		TOTAL RB COST	COST SAVINGS
	BB TOTAL CONTRACT AMOUNT				$295,932,420.25	$8,994,027.89		$7,254,728.61	1,739,299.28	$40,501,502.80		$39,338,489.64	1,163,013.16	$14,872,514.62		$13,678,529.92	1,193,984.70

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
100-6002	PREPARING ROW	STATION	887.35	$24,000.00	$21,296,400.00				0.00	887.35	0.00	$21,936.15	-$1,831,357.30
103-6001	DISPOSAL OF WATER WELLS	EACH	2.00	$3,228.72	$6,457.44				0.00	2.00	0.00	$0.00	$0.00
104-6001	REMOVING CONC (PAV)	SQUAREYARD	518.00	$6.32	$3,273.76				0.00	518.00	0.00	$0.00	$0.00
104-6003	REMOVING CONC (FLOORS)	SQUAREYARD	485.00	$10.00	$4,850.00				0.00	485.00	0.00	$0.00	$0.00
104-6009	REMOVING CONC (RIPRAP)	SQUAREYARD	2,262.00	$5.91	$13,368.42				0.00	2,262.00	0.00	$0.00	$0.00
104-6011	REMOVING CONC (MEDIANS)	SQUAREYARD	11.00	$4.46	$49.06				0.00	11.00	0.00	$0.00	$0.00
104-6013	REMOVING CONC (FOUNDATIONS)	SQUAREYARD	3,284.00	$8.08	$26,534.72				0.00	3,284.00	0.00	$0.00	$0.00
104-6015	REMOVING CONC (SIDEWALKS)	SQUAREYARD	131.00	$5.11	$669.41				0.00	131.00	0.00	$0.00	$0.00
104-6017	REMOVING CONC (DRIVEWAYS)	SQUAREYARD	99.00	$9.06	$896.94				0.00	99.00	0.00	$0.00	$0.00
104-6021	REMOVING CONC (CURB)	LINEARFOOT	2,125.00	$3.61	$7,671.25				0.00	2,125.00	0.00	$0.00	$0.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEARFOOT	1,828.00	$4.88	$8,920.64				0.00	1,828.00	0.00	$0.00	$0.00
104-6026	REMOVE CONC (GUTTER)	LINEARFOOT	174.00	$7.00	$1,218.00				0.00	174.00	0.00	$0.00	$0.00
106-6002	OBLITERATING ABANDONED ROAD	SQUAREYARD	75,668.00	$1.25	$94,585.00				0.00	77,858.00	2,190.00	$1.25	$2,737.50
110-6001	EXCAVATION (ROADWAY)	CUBICYARD	294,036.00	$2.50	$735,090.00				0.00	294,310.00	274.00	$2.50	$685.00
110-6002	EXCAVATION (CHANNEL)	CUBICYARD	68,704.00	$3.50	$240,464.00				0.00	68,704.00	0.00	$0.00	$0.00
132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBICYARD	11,286.00	$4.00	$45,144.00				0.00	11,286.00	0.00	$0.00	$0.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBICYARD	3,952,855.00	$5.00	$19,764,275.00				0.00	3,254,488.22	-698,366.78	$5.00	-$3,491,833.90
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	$2,150.00	$723,389.00				0.00	336.46	0.00	$0.00	$0.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	$725.00	$236,168.75				0.00	325.75	0.00	$0.00	$0.00
168-6001	VEGETATIVE WATERING	1000GAL	49,761.00	$38.75	$1,928,238.75				0.00	49,761.00	0.00	$0.00	$0.00
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUAREYARD	383,206.00	$1.35	$517,328.10				0.00	383,206.00	0.00	$0.00	$0.00
204-6003	SPRINKLING (DUST CONTROL)	1000GAL	15,123.00	$15.00	$226,845.00				0.00	15,123.00	0.00	$0.00	$0.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBICYARD	16,380.00	$40.91	$670,105.80				0.00	160,874.00	144,494.00	$40.91	$5,911,249.54
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUAREYARD	620.00	$3.14	$1,946.80				0.00	620.00	0.00	$0.00	$0.00
260-6006	LIME TRT (EXST MATL) (6")	SQUAREYARD	167,789.00	$1.25	$209,736.25				0.00	167,789.00	0.00	$0.00	$0.00
260-6011	LIME TRT (EXST MATL) (12")	SQUAREYARD	942,799.00	$2.25	$2,121,297.75				0.00	917,989.00	-24,810.00	$2.25	-$55,822.50
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27,938.40	$165.00	$4,609,836.00				0.00	27,264.06	-674.34	$165.00	-$111,266.10
260-6054	LIME TRT (NEW BASE)(10")	SQUAREYARD	39,964.00	$3.00	$119,892.00				0.00	39,964.00	0.00	$0.00	$0.00
275-6001	CEMENT	TON	0.00	$0.00	$0.00				0.00	7,283.60	7,283.60	$135.00	$983,286.00
275-6003	CEMENT TREAT (NEW BASE) (6")	SQUAREYARD	0.00	$0.00	$0.00				0.00	858,762.00	858,762.00	$5.11	$4,388,273.82
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBICYARD	147,936.00	$95.00	$14,053,920.00				0.00	0.00	-147,936.00	$95.00	-$14,053,920.00
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUAREYARD	24,588.00	$0.68	$16,719.84				0.00	24,588.00	0.00	$0.00	$0.00
310-6009	PRIME COAT (MC-30)	GALLON	220,296.00	$3.93	$865,763.28				0.00	215,314.00	-4,982.00	$3.93	-$19,579.26
316-6004	ASPH (TIER I)	GALLON	17,050.00	$3.93	$67,006.50				0.00	17,050.00	0.00	$0.00	$0.00
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBICYARD	368.00	$113.50	$41,768.00				0.00	368.00	0.00	$0.00	$0.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53,222.00	$116.50	$6,200,363.00				0.00	51,559.00	-1,663.00	$116.50	-$193,739.50
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9,028.00	$127.50	$1,151,070.00				0.00	9,904.00	876.00	$127.50	$111,690.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUAREYARD	7,693.00	$0.75	$5,769.75				0.00	7,693.00	0.00	$0.00	$0.00
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	SQUAREYARD	0.00	$0.00	$0.00				0.00	91,398.00	91,398.00	$50.52	$4,617,426.96
360-6003	CONC PVMT (CONT REINF - CRCP) (9")	SQUAREYARD	0.00	$0.00	$0.00				0.00	156,536.73	156,536.73	$53.90	$8,437,329.75
360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUAREYARD	91,398.00	$57.00	$5,209,686.00				0.00	555,125.000	463,727.00	$54.28	$24,922,499.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUAREYARD	551,331.00	$64.00	$35,285,184.00				0.00	0.000	-551,331.00	$64.00	-$35,285,184.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUAREYARD	168,057.00	$62.00	$10,419,534.00				0.00	0.000	-168,057.00	$62.00	-$10,419,534.00
360-	CONC PVMT (CONT REINF - CRCP)(10")SPL	SQUAREYARD	0.00	$0.00	$0.00				0.00	3,890.00	3,890.00	$85.28	$331,739.20
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUAREYARD	3,890.00	$95.00	$369,550.00				0.00	0.00	-3,890.00	$95.00	-$369,550.00
400-6005	CEM STABIL BKFL	CUBICYARD	4,694.30	$50.00	$234,715.00				0.00	4,694.30	0.00	$0.00	$0.00
400-6006	CUT & RESTORING PAV	SQUAREYARD	929.00	$40.00	$37,160.00				0.00	929.00	0.00	$0.00	$0.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBICYARD	7,682.00	$42.00	$322,644.00				0.00	7,682.00	0.00	$0.00	$0.00
400-6011	SAND BACKFILL	CUBICYARD	16,350.00	$23.00	$376,050.00				0.00	16,350.00	0.00	$0.00	$0.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEARFOOT	35,396.00	$1.70	$60,173.20				0.00	35,396.00	0.00	$0.00	$0.00
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEARFOOT	6,992.00	$119.63	$836,452.96				0.00	0.00	-6,992.00	$119.63	-$836,452.96
416-6001	DRILL SHAFT (18 IN)	LINEARFOOT	1,424.00	$155.41	$221,303.84				0.00	1,424.00	0.00	$0.00	$0.00
416-6003	DRILL SHAFT (30 IN)	LINEARFOOT	160.00	$252.78	$40,444.80				0.00	160.00	0.00	$0.00	$0.00
416-6004	DRILL SHAFT (36 IN)	LINEARFOOT	16,997.00	$170.65	$2,900,538.05				0.00	17,697.00	700.00	$170.65	$119,455.00
416-6005	DRILL SHAFT (42 IN)	LINEARFOOT	9,092.00	$208.19	$1,892,863.48				0.00	9,092.00	0.00	$0.00	$0.00
416-6008	DRILL SHAFT (60 IN)	LINEARFOOT	3,148.00	$415.08	$1,306,671.84				0.00	2,476.00	-672.00	$415.08	-$278,933.76
416-6010	DRILL SHAFT (72 IN)	LINEARFOOT	1,882.00	$579.98	$1,091,522.36				0.00	1,882.00	0.00	$0.00	$0.00
416-6012	DRILL SHAFT (84 IN)	LINEARFOOT	708.00	$665.00	$470,820.00				0.00	708.00	0.00	$0.00	$0.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEARFOOT	28.00	$79.97	$2,239.16				0.00	28.00	0.00	$0.00	$0.00
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEARFOOT	755.00	$143.94	$108,674.70				0.00	755.00	0.00	$0.00	$0.00
416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEARFOOT	76.00	$496.34	$37,721.84				0.00	76.00	0.00	$0.00	$0.00
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEARFOOT	698.00	$653.22	$455,947.56				0.00	698.00	0.00	$0.00	$0.00
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEARFOOT	827.00	$726.21	$600,575.67				0.00	827.00	0.00	$0.00	$0.00
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEARFOOT	190.00	$815.25	$154,897.50				0.00	190.00	0.00	$0.00	$0.00
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEARFOOT	495.00	$820.45	$406,122.75				0.00	495.00	0.00	$0.00	$0.00
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEARFOOT	1,320.00	$233.35	$308,022.00				0.00	1,320.00	0.00	$0.00	$0.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEARFOOT	34.20	$208.37	$7,126.25				0.00	34.20	0.00	$0.00	$0.00
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEARFOOT	522.20	$538.05	$280,969.71				0.00	522.20	0.00	$0.00	$0.00
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEARFOOT	154.00	$784.61	$120,829.94				0.00	154.00	0.00	$0.00	$0.00
420-6013	CL C CONC (ABUT)	CUBICYARD	1,602.40	$658.00	$1,054,379.20				0.00	1,502.30	-100.10	$658.00	-$65,865.80
420-6025	CL C CONC (BENT)	CUBICYARD	36.40	$833.10	$30,324.84				0.00	36.40	0.00	$0.00	$0.00
420-6029	CL C CONC (CAP)	CUBICYARD	2,736.20	$699.31	$1,913,452.02				0.00	2,380.00	-356.20	$699.31	-$249,094.22
420-6037	CL C CONC (COLUMN)	CUBICYARD	1,687.80	$765.75	$1,292,432.85				0.00	1,687.80	0.00	$0.00	$0.00
420-6043	CL C CONC (FOOTING)	CUBICYARD	330.30	$545.45	$180,162.14				0.00	90.70	-239.60	$545.45	-$130,689.82
420-6066	CL C CONC (RAIL FOUNDATION)	CUBICYARD	28.00	$847.83	$23,739.24				0.00	28.00	0.00	$0.00	$0.00
420-9001	CLASS CLASS "D" CONC (MISC)	CUBICYARD	25.90	$1,208.21	$31,292.64				0.00	22.70	-3.20	$1,208.21	-$3,866.27
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBICYARD	119.00	$870.48	$103,587.12				0.00	119.00	0.00	$0.00	$0.00
422-6001	REINF CONC SLAB	SQUAREFOOT	451,242.00	$15.20	$6,858,878.40				0.00	408,459.00	-42,783.00	$15.20	-$650,301.60
422-6015	APPROACH SLAB	CUBICYARD	2,102.43	$443.47	$932,364.63				0.00	2,015.73	-86.70	$443.47	-$38,448.85
423-6001	RETAINING WALL (MSE)	SQUAREFOOT	470,320.00	$68.66	$32,292,171.20	$ 32,292,171.20	442,025.00	$68.66	-28295.00	326,972.00	-143,348.00	$68.66	-$9,842,273.68
425-6037	PRESTR CONC GIRDER (TX40)	LINEARFOOT	4,871.72	$174.72	$851,186.92				0.00	0.00	-4,871.72	$174.72	-$851,186.92
425-6038	PRESTR CONC GIRDER (TX46)	LINEARFOOT	0.00	$0.00	$0.00				0.00	3,642.00	3,642.00	$161.17	$586,981.14
425-6039	PRESTR CONC GIRDER (TX54)	LINEARFOOT	48,168.24	$169.05	$8,142,840.97				0.00	5,728.24	-42,440.00	$169.05	-$7,174,482.00
425-6040	PRESTR CONC GIRDER (TX62)	LINEARFOOT	0.00	$0.00	$0.00				0.00	32,871.00	32,871.00	$177.50	$5,834,602.50
432-6001	RIPRAP (CONC)(4 IN)	CUBICYARD	10,828.30	$360.00	$3,898,188.00				0.00	10,828.30	0.00	$0.00	$0.00
432-6002	RIPRAP (CONC)(5 IN)	CUBICYARD	477.00	$360.00	$171,720.00				0.00	477.00	0.00	$0.00	$0.00
432-6003	RIPRAP (CONC)(6 IN)	CUBICYARD	481.00	$360.00	$173,160.00				0.00	481.00	0.00	$0.00	$0.00
432-6006	RIPRAP (CONC)(CL B)	CUBICYARD	100.00	$360.00	$36,000.00				0.00	100.00	0.00	$0.00	$0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
432-6009	RIPRAP (CONC) (CL B) (4")	CUBICYARD	42.51	$360.00	$15,303.60				0.00	42.51	0.00	$0.00	$0.00
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBICYARD	110.00	$113.48	$12,482.80				0.00	110.00	0.00	$0.00	$0.00
432-6044	RIPRAP (CONC)(FLUME)	CUBICYARD	719.00	$360.00	$258,840.00				0.00	854.50	135.50	$360.00	$48,780.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBICYARD	3,280.44	$360.00	$1,180,958.40				0.00	1,452.44	-1,828.00	$360.00	-$658,080.00
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10.00	$2,004.95	$20,049.50				0.00	0.00	-10.00	$2,004.95	-$20,049.50
434-6026	ELASTOMERIC BEARING (E7)	EACH	10.00	$3,418.95	$34,189.50				0.00	0.00	-10.00	$3,418.95	-$34,189.50
434-6035	ELASTOMERIC BEARING (F7)	EACH	10.00	$3,360.95	$33,609.50				0.00	0.00	-10.00	$3,360.95	-$33,609.50
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10.00	$2,916.95	$29,169.50				0.00	0.00	-10.00	$2,916.95	-$29,169.50
442-6001	STR STEEL (PLATE GIRDER)	POUND	2,931,330.00	$2.33	$6,829,998.90				0.00	0.00	-2,931,330.00	$2.33	-$6,829,998.90
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2,573.00	$5.66	$14,563.18				0.00	2,573.00	0.00	$0.00	$0.00
450-6006	RAIL (TY T223)	LINEARFOOT	90.00	$136.47	$12,282.30				0.00	90.00	0.00	$0.00	$0.00
450-6023	RAIL (TY SSTR)	LINEARFOOT	44,647.70	$56.92	$2,541,347.08				0.00	30,968.40	-13,679.30	$56.92	-$778,625.76
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEARFOOT	100.00	$66.03	$6,603.00				0.00	100.00	0.00	$0.00	$0.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848.00	$67.63	$57,350.24				0.00	848.00	0.00	$0.00	$0.00
450-9002	RAIL (TY SSTR) SPL	LINEARFOOT	240.00	$67.59	$16,221.60				0.00	240.00	0.00	$0.00	$0.00
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEARFOOT	2,633.10	$117.68	$309,863.21				0.00	2,753.10	120.00	$117.68	$14,121.60
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEARFOOT	169.00	$168.62	$28,496.78				0.00	0.00	-169.00	$168.62	-$28,496.78
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEARFOOT	313.00	$201.79	$63,160.27				0.00	313.00	0.00	$0.00	$0.00
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEARFOOT	812.00	$220.69	$179,200.28				0.00	812.00	0.00	$0.00	$0.00
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEARFOOT	373.00	$237.70	$88,662.10				0.00	373.00	0.00	$0.00	$0.00
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEARFOOT	620.00	$337.35	$209,157.00				0.00	620.00	0.00	$0.00	$0.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEARFOOT	172.00	$417.53	$71,815.16				0.00	172.00	0.00	$0.00	$0.00
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEARFOOT	1,316.00	$682.82	$898,591.12				0.00	1,316.00	0.00	$0.00	$0.00
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEARFOOT	654.00	$695.29	$454,719.66				0.00	654.00	0.00	$0.00	$0.00
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEARFOOT	438.00	$1,141.35	$499,911.30				0.00	438.00	0.00	$0.00	$0.00
464-6003	RC PIPE (CL III)(18 IN)	LINEARFOOT	1,671.00	$53.15	$88,813.65				0.00	1,671.00	0.00	$0.00	$0.00
464-6005	RC PIPE (CL III)(24 IN)	LINEARFOOT	5,160.00	$53.32	$275,131.20				0.00	5,160.00	0.00	$0.00	$0.00
464-6007	RC PIPE (CL III)(30 IN)	LINEARFOOT	1,545.00	$77.20	$119,274.00				0.00	1,545.00	0.00	$0.00	$0.00
464-6008	RC PIPE (CL III)(36 IN)	LINEARFOOT	1,557.00	$97.90	$152,430.30				0.00	1,557.00	0.00	$0.00	$0.00
464-6009	RC PIPE (CL III)(42 IN)	LINEARFOOT	958.00	$119.04	$114,040.32				0.00	958.00	0.00	$0.00	$0.00
464-6010	RC PIPE (CL III)(48 IN)	LINEARFOOT	600.00	$152.65	$91,590.00				0.00	600.00	0.00	$0.00	$0.00
464-6026	RC PIPE (CL V)(24 IN)	LINEARFOOT	4,512.00	$65.99	$297,746.88				0.00	4,512.00	0.00	$0.00	$0.00
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11,585.00	$41.22	$477,533.70				0.00	11,585.00	0.00	$0.00	$0.00
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEARFOOT	4,074.00	$61.24	$249,491.76				0.00	4,074.00	0.00	$0.00	$0.00
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEARFOOT	1,360.00	$77.81	$105,821.60				0.00	1,360.00	0.00	$0.00	$0.00
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEARFOOT	3,103.00	$101.02	$313,465.06				0.00	3,103.00	0.00	$0.00	$0.00
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEARFOOT	2,013.00	$122.16	$245,908.08				0.00	2,013.00	0.00	$0.00	$0.00
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEARFOOT	1,888.00	$142.34	$268,737.92				0.00	1,888.00	0.00	$0.00	$0.00
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEARFOOT	20.00	$219.49	$4,389.80				0.00	20.00	0.00	$0.00	$0.00
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEARFOOT	2,042.00	$199.27	$406,909.34				0.00	2,042.00	0.00	$0.00	$0.00
464-6049	RC PIPE (CL IV)(21 IN)	LINEARFOOT	425.00	$66.74	$28,364.50				0.00	425.00	0.00	$0.00	$0.00
464-6059	RC PIPE (CL V)(30 IN)	LINEARFOOT	1,622.00	$100.90	$163,659.80				0.00	1,622.00	0.00	$0.00	$0.00
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEARFOOT	394.00	$59.04	$23,261.76				0.00	394.00	0.00	$0.00	$0.00
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEARFOOT	318.00	$309.84	$98,529.12				0.00	318.00	0.00	$0.00	$0.00
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5.00	$5,314.33	$26,571.65				0.00	5.00	0.00	$0.00	$0.00
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50.00	$2,652.04	$132,602.00				0.00	50.00	0.00	$0.00	$0.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2.00	$10,118.07	$20,236.14				0.00	2.00	0.00	$0.00	$0.00
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5.00	$19,000.00	$95,000.00				0.00	5.00	0.00	$0.00	$0.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4.00	$6,435.74	$25,742.96				0.00	4.00	0.00	$0.00	$0.00
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2.00	$4,874.09	$9,748.18				0.00	2.00	0.00	$0.00	$0.00
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10.00	$5,196.93	$51,969.30				0.00	10.00	0.00	$0.00	$0.00
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1.00	$6,865.22	$6,865.22				0.00	1.00	0.00	$0.00	$0.00
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9.00	$5,837.41	$52,536.69				0.00	9.00	0.00	$0.00	$0.00
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2.00	$9,769.62	$19,539.24				0.00	2.00	0.00	$0.00	$0.00
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	EACH	67.00	$3,501.76	$234,617.92				0.00	18.00	-49.00	$3,501.76	-$171,586.24
465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12.00	$4,094.42	$49,133.04				0.00	12.00	0.00	$0.00	$0.00
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57.00	$6,853.95	$390,675.15				0.00	51.00	-6.00	$6,853.95	-$41,123.70
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82.00	$7,033.94	$576,783.08				0.00	82.00	0.00	$0.00	$0.00
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4.00	$15,813.78	$63,255.12				0.00	4.00	0.00	$0.00	$0.00
465-9002	INLET (COMPL) (TY L1)	EACH	15.00	$3,447.04	$51,705.60				0.00	11.00	-4.00	$3,447.04	-$13,788.16
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7.00	$4,429.59	$31,007.13				0.00	7.00	0.00	$0.00	$0.00
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1.00	$6,509.04	$6,509.04				0.00	1.00	0.00	$0.00	$0.00
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1.00	$4,945.07	$4,945.07				0.00	1.00	0.00	$0.00	$0.00
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1.00	$11,700.92	$11,700.92				0.00	1.00	0.00	$0.00	$0.00
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2.00	$11,519.00	$23,038.00				0.00	2.00	0.00	$0.00	$0.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2.00	$12,284.01	$24,568.02				0.00	2.00	0.00	$0.00	$0.00
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2.00	$13,751.96	$27,503.92				0.00	2.00	0.00	$0.00	$0.00
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2.00	$14,977.75	$29,955.50				0.00	2.00	0.00	$0.00	$0.00
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2.00	$7,320.35	$14,640.70				0.00	2.00	0.00	$0.00	$0.00
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7.00	$10,849.00	$75,943.00				0.00	7.00	0.00	$0.00	$0.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1.00	$13,770.39	$13,770.39				0.00	1.00	0.00	$0.00	$0.00
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1.00	$6,471.45	$6,471.45				0.00	1.00	0.00	$0.00	$0.00
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2.00	$11,661.05	$23,322.10				0.00	2.00	0.00	$0.00	$0.00
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7.00	$1,213.53	$8,494.71				0.00	7.00	0.00	$0.00	$0.00
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89.00	$1,213.52	$108,003.28				0.00	89.00	0.00	$0.00	$0.00
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12.00	$1,213.52	$14,562.24				0.00	12.00	0.00	$0.00	$0.00
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3.00	$1,263.53	$3,790.59				0.00	3.00	0.00	$0.00	$0.00
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73.00	$1,263.52	$92,236.96				0.00	73.00	0.00	$0.00	$0.00
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84.00	$1,263.52	$106,135.68				0.00	84.00	0.00	$0.00	$0.00
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16.00	$1,473.46	$23,575.36				0.00	16.00	0.00	$0.00	$0.00
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4.00	$1,473.46	$5,893.84				0.00	4.00	0.00	$0.00	$0.00
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00	6.00	0.00	$0.00	$0.00
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6.00	$1,598.46	$9,590.76				0.00	6.00	0.00	$0.00	$0.00
467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4.00	$1,798.46	$7,193.84				0.00	4.00	0.00	$0.00	$0.00
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1.00	$2,796.92	$2,796.92				0.00	1.00	0.00	$0.00	$0.00
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4.00	$3,446.91	$13,787.64				0.00	4.00	0.00	$0.00	$0.00
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2.00	$3,746.92	$7,493.84				0.00	2.00	0.00	$0.00	$0.00
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1.00	$5,696.92	$5,696.92				0.00	1.00	0.00	$0.00	$0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEARFOOT	33.00	$270.57	$8,928.81				0.00	33.00	0.00	$0.00	$0.00
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEARFOOT	237.00	$612.89	$145,254.93				0.00	237.00	0.00	$0.00	$0.00
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEARFOOT	100.00	$1,657.72	$165,772.00				0.00	100.00	0.00	$0.00	$0.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEARFOOT	533.00	$766.77	$408,688.41				0.00	533.00	0.00	$0.00	$0.00
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEARFOOT	100.00	$1,843.66	$184,366.00				0.00	100.00	0.00	$0.00	$0.00
479-6001	ADJUSTING MANHOLES	EACH	1.00	$850.00	$850.00				0.00	1.00	0.00	$0.00	$0.00
496-6004	REMOV STR (SET)	EACH	50.00	$450.00	$22,500.00				0.00	50.00	0.00	$0.00	$0.00
496-6005	REMOV STR (WINGWALL)	EACH	1.00	$2,500.00	$2,500.00				0.00	1.00	0.00	$0.00	$0.00
496-6006	REMOV STR (HEADWALL)	EACH	10.00	$2,800.00	$28,000.00				0.00	10.00	0.00	$0.00	$0.00
496-6007	REMOV STR (PIPE)	LINEARFOOT	10,244.00	$10.00	$102,440.00				0.00	10,244.00	0.00	$0.00	$0.00
496-6008	REMOV STR (BOX CULVERT)	LINEARFOOT	252.00	$30.00	$7,560.00				0.00	252.00	0.00	$0.00	$0.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1.00	$25,367.23	$25,367.23				0.00	1.00	0.00	$0.00	$0.00
496-6016	REMOV STR (PIPE)	EACH	8.00	$900.00	$7,200.00				0.00	8.00	0.00	$0.00	$0.00
496-6041	REMOV STR (LARGE)	EACH	1.00	$6,500.00	$6,500.00				0.00	1.00	0.00	$0.00	$0.00
496-6042	REMOV STR (SMALL)	EACH	10.00	$250.00	$2,500.00				0.00	10.00	0.00	$0.00	$0.00
496-6043	REMOV STR (SMALL FENCE)	LINEARFOOT	8,271.00	$3.00	$24,813.00				0.00	8,271.00	0.00	$0.00	$0.00
496-6096	REMOV STR (WELL GATE)	EACH	9.00	$2,000.00	$18,000.00				0.00	9.00	0.00	$0.00	$0.00
496-9001	REMOVE (ROCK RIPRAP)	CUBICYARD	30.00	$100.00	$3,000.00				0.00	30.00	0.00	$0.00	$0.00
500-6001	MOBILIZATION	LUMPSUM	1.00	$29,593,242.02	$29,593,242.02				0.00	1.00	0.00	$0.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42.00	$45,000.00	$1,890,000.00				0.00	42.00	0.00	$0.00	$0.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEARFOOT	523.00	$31.75	$16,605.25				0.00	523.00	0.00	$0.00	$0.00
506-6011	ROCK FILTER DAMS (REMOVE)	LINEARFOOT	523.00	$16.75	$8,760.25				0.00	523.00	0.00	$0.00	$0.00
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUAREYARD	3,120.00	$28.25	$88,140.00				0.00	3,120.00	0.00	$0.00	$0.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUAREYARD	3,120.00	$14.50	$45,240.00				0.00	3,120.00	0.00	$0.00	$0.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61.00	$67.36	$4,108.96				0.00	61.00	0.00	$0.00	$0.00
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEARFOOT	39,560.00	$2.95	$116,702.00				0.00	39,560.00	0.00	$0.00	$0.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEARFOOT	39,560.00	$1.20	$47,472.00				0.00	39,560.00	0.00	$0.00	$0.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEARFOOT	28,752.00	$5.55	$159,573.60				0.00	28,752.00	0.00	$0.00	$0.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEARFOOT	28,752.00	$1.20	$34,502.40				0.00	28,752.00	0.00	$0.00	$0.00
508-6001	CONSTRUCTING DETOURS	SQUAREYARD	4,138.00	$20.68	$85,573.84				0.00	4,138.00	0.00	$0.00	$0.00
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY1)	LINEARFOOT	334.00	$77.37	$25,841.58				0.00	334.00	0.00	$0.00	$0.00
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEARFOOT	64.00	$2.58	$165.12				0.00	64.00	0.00	$0.00	$0.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEARFOOT	3,458.00	$66.79	$230,959.82				0.00	3,458.00	0.00	$0.00	$0.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEARFOOT	10.00	$104.88	$1,048.80				0.00	10.00	0.00	$0.00	$0.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEARFOOT	10,082.00	$77.55	$781,859.10				0.00	10,082.00	0.00	$0.00	$0.00
514-6038	PERM CTB (SSCB) (TY 1) (MOD)	LINEARFOOT	0.00	$0.00	$0.00				0.00	53,045.00	53,045.00	$60.57	$3,212,935.65
528-6004	LANDSCAPE PAVERS	SQUAREYARD	12,727.00	$46.80	$595,623.60				0.00	12,727.00	0.00	$0.00	$0.00
529-6002	CONC CURB (TY II)	LINEARFOOT	2,084.00	$12.50	$26,050.00				0.00	2,084.00	0.00	$0.00	$0.00
529-6006	CONC CURB (MONO) (TY II A)	LINEARFOOT	613.00	$14.75	$9,041.75				0.00	613.00	0.00	$0.00	$0.00
529-6024	CONC CURB (MOUNTABLE)	LINEARFOOT	5,026.00	$13.00	$65,338.00				0.00	5,026.00	0.00	$0.00	$0.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEARFOOT	8,121.00	$13.75	$111,663.75				0.00	8,121.00	0.00	$0.00	$0.00
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEARFOOT	640.00	$28.00	$17,920.00				0.00	640.00	0.00	$0.00	$0.00
529-6031	CONC CURB & GUTTER(VALLEY GUTTER)(48")	LINEARFOOT	19,219.00	$45.00	$864,855.00				0.00	19,219.00	0.00	$0.00	$0.00
530-6002	INTERSECTIONS (ACP)	SQUAREYARD	372.00	$25.48	$9,478.56				0.00	372.00	0.00	$0.00	$0.00
530-6005	DRIVEWAYS (ACP)	SQUAREYARD	7,236.00	$50.00	$361,800.00				0.00	7,236.00	0.00	$0.00	$0.00
531-6001	CONC SIDEWALKS (4")	SQUAREYARD	341.00	$38.25	$13,043.25				0.00	341.00	0.00	$0.00	$0.00
531-6004	CURB RAMPS (TY 1)	EACH	8.00	$1,100.00	$8,800.00				0.00	8.00	0.00	$0.00	$0.00
531-6008	CURB RAMPS (TY 5)	EACH	1.00	$1,100.00	$1,100.00				0.00	1.00	0.00	$0.00	$0.00
531-6010	CURB RAMPS (TY 7)	EACH	3.00	$1,100.00	$3,300.00				0.00	3.00	0.00	$0.00	$0.00
531-6015	CURB RAMPS (TY 20)	EACH	26.00	$1,100.00	$28,600.00				0.00	26.00	0.00	$0.00	$0.00
538-6001	RIGHT OF WAY MARKERS	EACH	2.00	$458.49	$916.98				0.00	2.00	0.00	$0.00	$0.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEARFOOT	45,614.00	$30.44	$1,388,490.16				0.00	16,461.00	-29,153.00	$30.44	-$887,417.32
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96.00	$1,958.82	$188,046.72				0.00	96.00	0.00	$0.00	$0.00
540-6014	SHORT RADIUS	LINEARFOOT	1,295.00	$34.94	$45,247.30				0.00	1,295.00	0.00	$0.00	$0.00
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91.00	$1,334.12	$121,404.92				0.00	50.00	-41.00	$1,334.12	-$54,698.92
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEARFOOT	2,988.00	$0.95	$2,838.60				0.00	2,988.00	0.00	$0.00	$0.00
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEARFOOT	46,203.00	$17.47	$807,166.41				0.00	5,127.00	-41,076.00	$17.47	-$717,597.72
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30.00	$3,303.53	$99,105.90				0.00	4.00	-26.00	$3,303.53	-$85,891.78
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108.00	$2,964.70	$320,187.60				0.00	67.00	-41.00	$2,964.70	-$121,552.70
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9.00	$37,228.22	$335,053.98				0.00	9.00	0.00	$0.00	$0.00
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEARFOOT	65.00	$116.47	$7,570.55				0.00	65.00	0.00	$0.00	$0.00
550-6003	CHAIN LINK FENCE (REMOVE)	LINEARFOOT	1,562.00	$7.41	$11,574.42				0.00	1,562.00	0.00	$0.00	$0.00
550-6006	GATE (REMOVE)	EACH	1.00	$1,588.23	$1,588.23				0.00	1.00	0.00	$0.00	$0.00
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEARFOOT	21,120.00	$17.14	$361,996.80				0.00	21,120.00	0.00	$0.00	$0.00
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3.00	$175.32	$525.96				0.00	3.00	0.00	$0.00	$0.00
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1.00	$250.00	$250.00				0.00	1.00	0.00	$0.00	$0.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32.00	$1,484.15	$47,492.80				0.00	32.00	0.00	$0.00	$0.00
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76.00	$1,293.65	$98,317.40				0.00	76.00	0.00	$0.00	$0.00
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3.00	$5,301.35	$15,904.05				0.00	3.00	0.00	$0.00	$0.00
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26.00	$3,812.67	$99,129.42				0.00	26.00	0.00	$0.00	$0.00
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81.00	$4,393.17	$355,846.77				0.00	81.00	0.00	$0.00	$0.00
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42.00	$3,744.46	$157,267.32				0.00	42.00	0.00	$0.00	$0.00
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11.00	$6,177.44	$67,951.84				0.00	11.00	0.00	$0.00	$0.00
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4.00	$6,222.91	$24,891.64				0.00	4.00	0.00	$0.00	$0.00
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4.00	$4,439.99	$17,759.96				0.00	4.00	0.00	$0.00	$0.00
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26.00	$4,696.78	$122,116.28				0.00	26.00	0.00	$0.00	$0.00
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10.00	$67,535.62	$675,356.20				0.00	10.00	0.00	$0.00	$0.00
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5.00	$31,143.18	$155,715.90				0.00	5.00	0.00	$0.00	$0.00
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5.00	$31,143.18	$155,715.90				0.00	5.00	0.00	$0.00	$0.00
618-6016	CONDT (PVC) (SCH 40) (1")	LINEARFOOT	3,298.00	$9.45	$31,166.10				0.00	3,298.00	0.00	$0.00	$0.00
618-6023	CONDT (PVC) (SCH 40) (2")	LINEARFOOT	49,972.00	$10.44	$521,707.68				0.00	49,972.00	0.00	$0.00	$0.00
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEARFOOT	4,563.00	$16.26	$74,194.38				0.00	4,563.00	0.00	$0.00	$0.00
618-6029	CONDT (PVC) (SCH 40) (3")	LINEARFOOT	707.00	$13.93	$9,848.51				0.00	707.00	0.00	$0.00	$0.00
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEARFOOT	320.00	$21.76	$6,963.20				0.00	320.00	0.00	$0.00	$0.00
618-6033	CONDT (PVC) (SCH 40) (4")	LINEARFOOT	1,393.00	$17.95	$25,004.35				0.00	1,393.00	0.00	$0.00	$0.00
618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEARFOOT	1,591.00	$26.35	$41,922.85				0.00	1,591.00	0.00	$0.00	$0.00
618-6046	CONDT (PVC) (SCH 80) (2")	LINEARFOOT	6,655.00	$11.48	$76,399.40				0.00	6,655.00	0.00	$0.00	$0.00
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEARFOOT	2,545.00	$19.88	$50,594.60				0.00	2,545.00	0.00	$0.00	$0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
618-6064	CONDT (RM) (1")	LINEARFOOT	5,661.00	$26.04	$147,412.44				0.00	5,661.00	0.00	$0.00	$0.00
618-6074	CONDT (RM) (3")	LINEARFOOT	6,800.00	$95.41	$648,788.00				0.00	0.00	-6,800.00	$95.41	-$648,788.00
618-	CONDT (FIBERGLASS) (3")	LINEARFOOT	0.00	$0.00	$0.00				0.00	6,800.00	6,800.00	$88.21	$599,828.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEARFOOT	155,515.00	$0.56	$87,088.40				0.00	94,281.00	-61,234.00	$0.59	-$31,462.61
620-6003	ELEC CONDR (NO.12) BARE	LINEARFOOT	3,509.00	$0.75	$2,631.75				0.00	3,509.00	0.00	$0.00	$0.00
620-6004	ELEC CONDR (NO.12) INSULATED	LINEARFOOT	7,018.00	$0.73	$5,123.14				0.00	7,018.00	0.00	$0.00	$0.00
620-6007	ELEC CONDR (NO.8) BARE	LINEARFOOT	48,044.00	$0.75	$36,033.00				0.00	48,044.00	0.00	$0.00	$0.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEARFOOT	260,663.00	$1.19	$310,188.97				0.00	200,494.00	-60,169.00	$1.21	-$67,591.23
620-6009	ELEC CONDR (NO.6) BARE	LINEARFOOT	13,884.00	$1.24	$17,216.16				0.00	13,884.00	0.00	$0.00	$0.00
620-6010	ELEC CONDR (NO.6) INSULATED	LINEARFOOT	28,088.00	$1.40	$39,323.20				0.00	28,088.00	0.00	$0.00	$0.00
620-6011	ELEC CONDR (NO.4) BARE	LINEARFOOT	6,691.00	$1.73	$11,575.43				0.00	6,691.00	0.00	$0.00	$0.00
620-6012	ELEC CONDR (NO.4) INSULATED	LINEARFOOT	13,412.00	$1.99	$26,689.88				0.00	13,412.00	0.00	$0.00	$0.00
620-6013	ELEC CONDR (NO.3) BARE	LINEARFOOT	3,045.00	$5.18	$15,773.10				0.00	3,045.00	0.00	$0.00	$0.00
620-6014	ELEC CONDR (NO.3) INSULATED	LINEARFOOT	6,090.00	$3.06	$18,635.40				0.00	6,090.00	0.00	$0.00	$0.00
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEARFOOT	2,761.00	$2.22	$6,129.42				0.00	2,761.00	0.00	$0.00	$0.00
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEARFOOT	1,899.00	$4.93	$9,362.07				0.00	1,899.00	0.00	$0.00	$0.00
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342.00	$1,307.14	$447,041.88				0.00	342.00	0.00	$0.00	$0.00
624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55.00	$1,481.80	$81,499.00				0.00	55.00	0.00	$0.00	$0.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEARFOOT	700.00	$5.36	$3,752.00				0.00	700.00	0.00	$0.00	$0.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEARFOOT	1,980.00	$3.17	$6,276.60				0.00	1,980.00	0.00	$0.00	$0.00
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1.00	$7,456.08	$7,456.08				0.00	1.00	0.00	$0.00	$0.00
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32.00	$7,898.18	$252,741.76				0.00	32.00	0.00	$0.00	$0.00
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5.00	$6,333.27	$31,666.35				0.00	5.00	0.00	$0.00	$0.00
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6.00	$2,977.08	$17,862.48				0.00	6.00	0.00	$0.00	$0.00
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41.00	$5,254.12	$215,418.92				0.00	41.00	0.00	$0.00	$0.00
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10.00	$5,271.51	$52,715.10				0.00	10.00	0.00	$0.00	$0.00
636-6001	ALUMINUM SIGNS (TY A)	SQUAREFOOT	94.00	$19.73	$1,854.62				0.00	94.00	0.00	$0.00	$0.00
636-6002	ALUMINUM SIGNS (TY G)	SQUAREFOOT	8,347.25	$27.30	$227,879.93				0.00	8,475.25	128.00	$27.30	$3,494.40
636-6003	ALUMINUM SIGNS (TY O)	SQUAREFOOT	1,564.75	$35.52	$55,579.92				0.00	1,564.75	0.00	$0.00	$0.00
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324.00	$661.06	$214,183.44				0.00	332.00	8.00	$661.06	$5,288.48
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185.00	$825.26	$152,673.10				0.00	185.00	0.00	$0.00	$0.00
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34.00	$916.96	$31,176.64				0.00	34.00	0.00	$0.00	$0.00
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	EACH	3.00	$1,130.20	$3,390.60				0.00	3.00	0.00	$0.00	$0.00
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	EACH	14.00	$1,146.20	$16,046.80				0.00	14.00	0.00	$0.00	$0.00
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	EACH	2.00	$2,367.03	$4,734.06				0.00	2.00	0.00	$0.00	$0.00
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20.00	$1,919.21	$38,384.20				0.00	20.00	0.00	$0.00	$0.00
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12.00	$1,919.21	$23,030.52				0.00	12.00	0.00	$0.00	$0.00
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30.00	$3,411.93	$102,357.90				0.00	30.00	0.00	$0.00	$0.00
644-6076	REMOVE SM RD SN SUP&AM	EACH	61.00	$63.97	$3,902.17				0.00	61.00	0.00	$0.00	$0.00
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28,374.00	$5.12	$145,274.88				0.00	28,374.00	0.00	$0.00	$0.00
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4.00	$57,239.87	$228,959.48				0.00	4.00	0.00	$0.00	$0.00
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13.00	$49,930.57	$649,097.41				0.00	13.00	0.00	$0.00	$0.00
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4.00	$71,168.85	$284,675.40				0.00	4.00	0.00	$0.00	$0.00
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1.00	$54,066.34	$54,066.34				0.00	1.00	0.00	$0.00	$0.00
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1.00	$74,184.66	$74,184.66				0.00	1.00	0.00	$0.00	$0.00
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8.00	$182,459.95	$1,459,679.60				0.00	8.00	0.00	$0.00	$0.00
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND	EACH	76.00	$58.64	$4,456.64				0.00	76.00	0.00	$0.00	$0.00
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97.00	$26.66	$2,586.02				0.00	97.00	0.00	$0.00	$0.00
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10.00	$31.99	$319.90				0.00	10.00	0.00	$0.00	$0.00
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND	EACH	43.00	$58.64	$2,521.52				0.00	43.00	0.00	$0.00	$0.00
658-6022	INSTL DEL ASSM (D-SY)SZ 1(FLX)GF2	EACH	90.00	$53.31	$4,797.90				0.00	90.00	0.00	$0.00	$0.00
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42.00	$26.66	$1,119.72				0.00	42.00	0.00	$0.00	$0.00
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56.00	$26.66	$1,492.96				0.00	56.00	0.00	$0.00	$0.00
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND	EACH	32.00	$69.31	$2,217.92				0.00	32.00	0.00	$0.00	$0.00
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND	EACH	116.00	$58.64	$6,802.24				0.00	116.00	0.00	$0.00	$0.00
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150.00	$38.38	$5,757.00				0.00	150.00	0.00	$0.00	$0.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221.00	$42.65	$9,425.65				0.00	221.00	0.00	$0.00	$0.00
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141.00	$42.65	$6,013.65				0.00	141.00	0.00	$0.00	$0.00
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42.00	$42.65	$1,791.30				0.00	42.00	0.00	$0.00	$0.00
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18.00	$106.62	$1,919.16				0.00	18.00	0.00	$0.00	$0.00
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00	13,612.00	0.00	$0.00	$0.00
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEARFOOT	13,612.00	$0.40	$5,444.80				0.00	13,612.00	0.00	$0.00	$0.00
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323.00	$4.00	$1,292.00				0.00	323.00	0.00	$0.00	$0.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEARFOOT	20,292.00	$0.55	$11,160.60				0.00	20,292.00	0.00	$0.00	$0.00
662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEARFOOT	29,032.00	$0.55	$15,967.60				0.00	29,032.00	0.00	$0.00	$0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16,678.00	$0.98	$16,344.44				0.00	16,678.00	0.00	$0.00	$0.00
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7,121.00	$1.00	$7,121.00				0.00	7,121.00	0.00	$0.00	$0.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEARFOOT	362.00	$0.32	$115.84				0.00	362.00	0.00	$0.00	$0.00
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEARFOOT	117.00	$1.00	$117.00				0.00	117.00	0.00	$0.00	$0.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEARFOOT	42,481.00	$0.70	$29,736.70				0.00	42,481.00	0.00	$0.00	$0.00
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEARFOOT	175.00	$1.50	$262.50				0.00	175.00	0.00	$0.00	$0.00
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEARFOOT	4,379.00	$1.05	$4,597.95				0.00	4,739.00	360.00	$1.05	$378.00
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEARFOOT	2,306.00	$3.00	$6,918.00				0.00	2,306.00	0.00	$0.00	$0.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEARFOOT	1,514.00	$1.00	$1,514.00				0.00	1,514.00	0.00	$0.00	$0.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEARFOOT	1,465.00	$1.50	$2,197.50				0.00	1,465.00	0.00	$0.00	$0.00
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEARFOOT	3,248.00	$3.00	$9,744.00				0.00	3,248.00	0.00	$0.00	$0.00
666-6159	RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL)	LINEARFOOT	41,650.00	$0.90	$37,485.00				0.00	41,650.00	0.00	$0.00	$0.00
666-6224	PAVEMENT SEALER 4"	LINEARFOOT	470,953.00	$0.10	$47,095.30				0.00	470,953.00	0.00	$0.00	$0.00
666-6226	PAVEMENT SEALER 8"	LINEARFOOT	39,979.00	$0.20	$7,995.80				0.00	39,979.00	0.00	$0.00	$0.00
666-6228	PAVEMENT SEALER 12"	LINEARFOOT	5,571.00	$0.30	$1,671.30				0.00	5,571.00	0.00	$0.00	$0.00
666-6230	PAVEMENT SEALER 24"	LINEARFOOT	1,045.00	$0.60	$627.00				0.00	1,045.00	0.00	$0.00	$0.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40.00	$4.00	$160.00				0.00	40.00	0.00	$0.00	$0.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38.00	$4.00	$152.00				0.00	38.00	0.00	$0.00	$0.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14.00	$6.00	$84.00				0.00	14.00	0.00	$0.00	$0.00
666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9.00	$6.00	$54.00				0.00	9.00	0.00	$0.00	$0.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62.00	$2.00	$124.00				0.00	62.00	0.00	$0.00	$0.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEARFOOT	34,535.00	$0.35	$12,087.25				0.00	34,535.00	0.00	$0.00	$0.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEARFOOT	237,996.00	$0.32	$76,158.72				0.00	237,996.00	0.00	$0.00	$0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEARFOOT	590.00	$0.45	$265.50				0.00	590.00	0.00	$0.00	$0.00
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEARFOOT	230,623.00	$0.32	$73,799.36				0.00	230,623.00	0.00	$0.00	$0.00
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28.00	$600.00	$16,800.00				0.00	28.00	0.00	$0.00	$0.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32.00	$875.00	$28,000.00				0.00	32.00	0.00	$0.00	$0.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3.00	$925.00	$2,775.00				0.00	3.00	0.00	$0.00	$0.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30.00	$850.00	$25,500.00				0.00	30.00	0.00	$0.00	$0.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32.00	$200.00	$6,400.00				0.00	32.00	0.00	$0.00	$0.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4.00	$350.00	$1,400.00				0.00	4.00	0.00	$0.00	$0.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6.00	$400.00	$2,400.00				0.00	6.00	0.00	$0.00	$0.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38.00	$300.00	$11,400.00				0.00	38.00	0.00	$0.00	$0.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62.00	$25.00	$1,550.00				0.00	62.00	0.00	$0.00	$0.00
672-6006	REFL PAV MRKR TY I-A	EACH	734.00	$3.25	$2,385.50				0.00	734.00	0.00	$0.00	$0.00
672-6007	REFL PAV MRKR TY I-C	EACH	590.00	$3.25	$1,917.50				0.00	590.00	0.00	$0.00	$0.00
672-6008	REFL PAV MRKR TY I-R	EACH	140.00	$3.25	$455.00				0.00	140.00	0.00	$0.00	$0.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1,413.00	$3.25	$4,592.25				0.00	1,413.00	0.00	$0.00	$0.00
672-6010	REFL PAV MRKR TY II-C-R	EACH	4,110.00	$3.25	$13,357.50				0.00	4,110.00	0.00	$0.00	$0.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEARFOOT	19,986.00	$0.20	$3,997.20				0.00	19,986.00	0.00	$0.00	$0.00
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEARFOOT	50.00	$0.60	$30.00				0.00	50.00	0.00	$0.00	$0.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEARFOOT	192.00	$1.20	$230.40				0.00	192.00	0.00	$0.00	$0.00
678-6001	PAV SURF PREP FOR MRK (4")	LINEARFOOT	470,953.00	$0.08	$37,676.24				0.00	470,953.00	0.00	$0.00	$0.00
678-6004	PAV SURF PREP FOR MRK (8")	LINEARFOOT	39,979.00	$0.16	$6,396.64				0.00	39,979.00	0.00	$0.00	$0.00
678-6006	PAV SURF PREP FOR MRK (12")	LINEARFOOT	5,571.00	$0.24	$1,337.04				0.00	5,571.00	0.00	$0.00	$0.00
678-6008	PAV SURF PREP FOR MRK (24")	LINEARFOOT	1,045.00	$0.48	$501.60				0.00	1,045.00	0.00	$0.00	$0.00
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40.00	$0.65	$26.00				0.00	40.00	0.00	$0.00	$0.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14.00	$0.65	$9.10				0.00	14.00	0.00	$0.00	$0.00
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9.00	$0.65	$5.85				0.00	9.00	0.00	$0.00	$0.00
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46.00	$0.65	$29.90				0.00	46.00	0.00	$0.00	$0.00
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62.00	$0.65	$40.30				0.00	62.00	0.00	$0.00	$0.00
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4,220.00	$0.65	$2,743.00				0.00	4,220.00	0.00	$0.00	$0.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6.00	$6,086.76	$36,520.56				0.00	14.00	8.00	$6,086.76	$48,694.08
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5.00	$22,702.60	$113,513.00				0.00	5.00	0.00	$0.00	$0.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59.00	$244.16	$14,405.44				0.00	59.00	0.00	$0.00	$0.00
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7.00	$260.21	$1,821.47				0.00	7.00	0.00	$0.00	$0.00
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83.00	$246.84	$20,487.72				0.00	83.00	0.00	$0.00	$0.00
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7.00	$250.85	$1,755.95				0.00	7.00	0.00	$0.00	$0.00
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71.00	$244.16	$17,335.36				0.00	71.00	0.00	$0.00	$0.00
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8.00	$250.85	$2,006.80				0.00	8.00	0.00	$0.00	$0.00
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10.00	$395.30	$3,953.00				0.00	10.00	0.00	$0.00	$0.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14.00	$276.40	$3,869.60				0.00	14.00	0.00	$0.00	$0.00
682-6023	BACK PLATE (12")(3 SEC)	EACH	59.00	$287.11	$16,939.49				0.00	59.00	0.00	$0.00	$0.00
682-6024	BACK PLATE (12")(4 SEC)	EACH	3.00	$305.83	$917.49				0.00	3.00	0.00	$0.00	$0.00
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEARFOOT	9,392.00	$2.69	$25,264.48				0.00	9,392.00	0.00	$0.00	$0.00
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEARFOOT	1,666.00	$3.37	$5,614.42				0.00	1,666.00	0.00	$0.00	$0.00
684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEARFOOT	926.00	$1.66	$1,537.16				0.00	926.00	0.00	$0.00	$0.00
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEARFOOT	9,867.00	$1.67	$16,477.89				0.00	9,867.00	0.00	$0.00	$0.00
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4.00	$8,916.13	$35,664.52				0.00	4.00	0.00	$0.00	$0.00
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20.00	$10,765.94	$215,318.80				0.00	20.00	0.00	$0.00	$0.00
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1.00	$11,193.10	$11,193.10				0.00	1.00	0.00	$0.00	$0.00
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1.00	$15,833.46	$15,833.46				0.00	1.00	0.00	$0.00	$0.00
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4.00	$13,888.69	$55,554.76				0.00	4.00	0.00	$0.00	$0.00
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4.00	$17,094.76	$68,379.04				0.00	4.00	0.00	$0.00	$0.00
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5.00	$34,343.59	$171,717.95				0.00	5.00	0.00	$0.00	$0.00
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2.00	$35,472.47	$70,944.94				0.00	2.00	0.00	$0.00	$0.00
687-6001	PED POLE ASSEMBLY	EACH	6.00	$1,929.67	$11,578.02				0.00	6.00	0.00	$0.00	$0.00
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10.00	$849.47	$8,494.70				0.00	10.00	0.00	$0.00	$0.00
688-6004	VEH LP DETECT (SAWCUT)	LINEARFOOT	7,593.00	$13.55	$102,885.15				0.00	7,593.00	0.00	$0.00	$0.00
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1.00	$1,534.00	$1,534.00				0.00	1.00	0.00	$0.00	$0.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEARFOOT	156.00	$10.59	$1,652.04				0.00	156.00	0.00	$0.00	$0.00
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUAREFOOT	1,630.00	$52.77	$86,015.10				0.00	1,630.00	0.00	$0.00	$0.00
1007-6001	IRRIGATION GATE (18")	EACH	8.00	$10,000.00	$80,000.00				0.00	8.00	0.00	$0.00	$0.00
1007-6002	IRRIGATION GATE (30")	EACH	1.00	$13,000.00	$13,000.00				0.00	1.00	0.00	$0.00	$0.00
1007-6005	IRRIGATION WELL (30")	EACH	3.00	$7,500.00	$22,500.00				0.00	3.00	0.00	$0.00	$0.00
1007-6007	IRRIGATION VALVE (12")	EACH	15.00	$5,000.00	$75,000.00				0.00	15.00	0.00	$0.00	$0.00
1007-6008	IRRIGATION WELL (48")	EACH	1.00	$6,500.00	$6,500.00				0.00	1.00	0.00	$0.00	$0.00
1007-6009	IRRIGATION WELL (36")	EACH	10.00	$6,000.00	$60,000.00				0.00	10.00	0.00	$0.00	$0.00
1007-6013	IRRIGATION GATE (15")	EACH	11.00	$8,500.00	$93,500.00				0.00	11.00	0.00	$0.00	$0.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3.00	$135,000.00	$405,000.00				0.00	3.00	0.00	$0.00	$0.00
1007-9006	IRRIGATION GATE (12")	EACH	1.00	$8,000.00	$8,000.00				0.00	1.00	0.00	$0.00	$0.00
1007-9009	ALFALFA VALVE (18")	EACH	3.00	$6,500.00	$19,500.00				0.00	3.00	0.00	$0.00	$0.00
1007-9011	ALFALFA VALVE (12")	EACH	3.00	$2,000.00	$6,000.00				0.00	3.00	0.00	$0.00	$0.00
1007-9012	IRRIGATION VALVE (21")	EACH	1.00	$15,000.00	$15,000.00				0.00	1.00	0.00	$0.00	$0.00
1007-9013	IRRIGATION GATE	EACH	2.00	$8,750.00	$17,500.00				0.00	2.00	0.00	$0.00	$0.00
1007-9014	IRRIGATION WELL (54")	EACH	1.00	$10,500.00	$10,500.00				0.00	1.00	0.00	$0.00	$0.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEARFOOT	6,760.00	$70.00	$473,200.00				0.00	6,760.00	0.00	$0.00	$0.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEARFOOT	343.00	$100.00	$34,300.00				0.00	343.00	0.00	$0.00	$0.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEARFOOT	604.00	$125.00	$75,500.00				0.00	604.00	0.00	$0.00	$0.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEARFOOT	2,008.00	$52.00	$104,416.00				0.00	2,008.00	0.00	$0.00	$0.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEARFOOT	300.00	$85.00	$25,500.00				0.00	300.00	0.00	$0.00	$0.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEARFOOT	1,162.00	$165.58	$192,403.96				0.00	1,162.00	0.00	$0.00	$0.00
2004-6001	DECOMPOSED GRANITE (3" DEPTH)	SQUAREYARD	0.00	$0.00	$0.00				0.00	1,759.00	1,759.00	$34.80	$61,213.20
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEARFOOT	5.00	$2,210.00	$11,050.00				0.00	5.00	0.00	$0.00	$0.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEARFOOT	740.00	$170.00	$125,800.00				0.00	740.00	0.00	$0.00	$0.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEARFOOT	12.00	$125.00	$1,500.00				0.00	12.00	0.00	$0.00	$0.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEARFOOT	742.00	$195.00	$144,690.00				0.00	742.00	0.00	$0.00	$0.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEARFOOT	1,265.00	$265.00	$335,225.00				0.00	1,265.00	0.00	$0.00	$0.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEARFOOT	3,221.00	$320.00	$1,030,720.00				0.00	3,221.00	0.00	$0.00	$0.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEARFOOT	428.00	$215.00	$92,020.00				0.00	428.00	0.00	$0.00	$0.00
4075-9001	WICK DRAINS	LINEARFOOT	270,835.00	$7.99	$2,163,971.65				0.00	270,835.00	0.00	$0.00	$0.00

ORIGINAL CONTRACT BASE BID (BB)						VECP CONCEPT 18				CO #3 CONTRACT REVISED BID (RB)			
Item No.	Description	Unit	BB Qty	BB Unit Price	BB Ext Price	ORIGINAL COST FOR ITEMS	REV QTY	REV UNIT PRICE	REV QTY Δ	RB QTY	RB QTY DELTA	RB UNIT PRICE	RB AMOUNT DELTA
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUAREYARD	40,347.00	$0.99	$39,943.53				0.00	40,347.00	0.00	$0.00	$0.00
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEARFOOT	440.00	$80.00	$35,200.00				0.00	440.00	0.00	$0.00	$0.00
5002-9001	WATER MAIN PIPE (PVC)(24IN)(DR18)(C900)	LINEARFOOT	420.00	$250.00	$105,000.00				0.00	420.00	0.00	$0.00	$0.00
5002-9002	18" GATE VALVE & BOX	EACH	4.00	$16,000.00	$64,000.00				0.00	4.00	0.00	$0.00	$0.00
5002-9003	24" GATE VALVE & BOX	EACH	2.00	$26,500.00	$53,000.00				0.00	2.00	0.00	$0.00	$0.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEARFOOT	308.00	$140.00	$43,120.00				0.00	308.00	0.00	$0.00	$0.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13.00	$1,250.00	$16,250.00				0.00	13.00	0.00	$0.00	$0.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMPSUM	1.00	$25,972.83	$25,972.83				0.00	1.00	0.00	$0.00	$0.00
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEARFOOT	17,340.00	$2.45	$42,483.00				0.00	24,460.00	7,120.00	$1.97	$5,703.20
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEARFOOT	156,200.00	$3.31	$517,022.00				0.00	155,250.00	-950.00	$2.75	-$90,084.50
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEARFOOT	24,905.00	$1.87	$46,572.35				0.00	34,003.00	9,098.00	$1.82	$15,313.11
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165.00	$2,234.97	$368,770.05				0.00	88.00	-77.00	$2,155.80	-$179,059.65
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79.00	$1,118.43	$88,355.97				0.00	70.00	-9.00	$1,032.00	-$16,115.97
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14.00	$1,326.21	$18,566.94				0.00	7.00	-7.00	$1,130.50	-$10,653.44
6007-	FIBER OPTIC PATCH PANEL (24 POSITION)	EACH	0.00	$0.00	$0.00				0.00	11.00	11.00	$3,364.75	$37,012.25
6007-	FIBER OPTIC PATCH PANEL (96 POSITION)	EACH	0.00	$0.00	$0.00				0.00	1.00	1.00	$5,758.04	$5,758.04
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2,842.00	$61.72	$175,408.24				0.00	3,120.00	278.00	$61.17	$15,442.16
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11.00	$12,288.80	$135,176.80				0.00	11.00	0.00	$8,831.44	-$38,030.96
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2.00	$17,555.75	$35,111.50				0.00	2.00	0.00	$12,180.86	-$10,749.78
6010-6004	CCTV MOUNT (POLE)	EACH	20.00	$397.24	$7,944.80				0.00	20.00	0.00	$0.00	$0.00
6010-6008	CCTV MOUNT (PENDANT)	EACH	16.00	$397.24	$6,355.84				0.00	16.00	0.00	$0.00	$0.00
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEARFOOT	135,055.00	$42.31	$5,714,177.05				0.00	0.00	-135,055.00	$42.31	-$5,714,177.05
6016-	ITS MULTI-DUCT CND (PVC C-DUST)	LINEARFOOT	0.00	$0.00	$0.00				0.00	138,217.00	138,217.00	$39.94	$5,520,386.98
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEARFOOT	150.00	$163.39	$24,508.50				0.00	0.00	-150.00	$163.39	-$24,508.50
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00	1,510.00	1,510.00	$149.16	$225,231.60
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEARFOOT	10,905.00	$43.61	$475,567.05				0.00	11,248.00	343.00	$42.90	$6,972.15
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEARFOOT	595.00	$34.14	$20,313.30				0.00	2,179.00	1,584.00	$31.65	$48,652.05
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEARFOOT	7,055.00	$166.00	$1,171,130.00				0.00	0.00	-7,055.00	$166.00	-$1,171,130.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403.00	$126.44	$50,955.32				0.00	282.00	-121.00	$130.25	-$14,224.82
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2,515.00	$145.63	$366,259.45				0.00	0.00	-2,515.00	$145.63	-$366,259.45
6016-	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)	LINEARFOOT	0.00	$0.00	$0.00				0.00	3,046.00	3,046.00	$142.55	$434,207.30
6016-6014	ITS MULTI-DUCT COND (FIBERGLASS)	LINEARFOOT	0.00	$0.00	$0.00				0.00	7,055.00	7,055.00	$145.76	$1,028,336.80
6025-6001	RADAR PRESENCE DETECTOR	EACH	4.00	$8,284.25	$33,137.00				0.00	4.00	0.00	$0.00	$0.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43.00	$10,518.56	$452,298.08				0.00	43.00	0.00	$0.00	$0.00
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4.00	$8,284.25	$33,137.00				0.00	4.00	0.00	$0.00	$0.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1.00	$2,882.06	$2,882.06				0.00	1.00	0.00	$0.00	$0.00
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3.00	$2,835.25	$8,505.75				0.00	3.00	0.00	$0.00	$0.00
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25.00	$11,160.82	$279,020.50				0.00	24.00	-1.00	$11,160.82	-$11,160.82
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21.00	$23,762.16	$499,005.36				0.00	19.00	-2.00	$23,762.16	-$47,524.32
6064-6068	ITS POLE (8 FT)(COSS/OSB)	EACH	0.00	$0.00	$0.00				0.00	3.00	3.00	$7,459.96	$22,379.88
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69.00	$7,238.62	$499,464.78				0.00	69.00	0.00	$4,241.93	-$206,771.61
6064-	ETHERNET SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00	58.00	58.00	$3,407.61	$197,641.38
6064-	NETWORK SWITCH (FURNISH & INSTALL)	EACH	0.00	$0.00	$0.00				0.00	12.00	12.00	$12,029.97	$144,359.64
6120-6001	DEAD END ROADWAY BARRICADE	LINEARFOOT	24.00	$50.70	$1,216.80				0.00	24.00	0.00	$0.00	$0.00
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238.00	$5,702.91	$1,357,292.58				0.00	171.00	-67.00	$5,860.66	-$355,119.72
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165.00	$8,409.87	$1,387,628.55				0.00	111.00	-54.00	$8,698.70	-$422,072.85
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMPSUM	2.00	$604,421.32	$1,208,842.64				0.00	2.00	0.00	$0.00	$0.00
HCRMA_3541-01-01	EXCAVATION	CUBICYARD	31,290.00	$2.84	$88,863.60				0.00	31,290.00	0.00	$0.00	$0.00
HCRMA_3541-01-02	COMPACTED FILL	CUBICYARD	587,256.00	$7.13	$4,187,135.28				0.00	587,256.00	0.00	$0.00	$0.00
HCRMA_3541-01-03	TOP SOIL	CUBICYARD	25,115.00	$2.91	$73,084.65				0.00	25,115.00	0.00	$0.00	$0.00
HCRMA_6065-08-01	GATEWELL STRUCTURE	EACH	3.00	$100,000.00	$300,000.00				0.00	3.00	0.00	$0.00	$0.00
HCRMA_6068-09-01	SLUICE GATE	EACH	2.00	$75,000.00	$150,000.00				0.00	2.00	0.00	$0.00	$0.00
HCRMA_9079-90-01	VEHICULAR GATE	EACH	2.00	$5,000.00	$10,000.00				0.00	2.00	0.00	$0.00	$0.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMPSUM	1.00	$156,561.68	$156,561.68				0.00	1.00	0.00	$0.00	$0.00
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20.00	$6,867.91	$137,358.20				0.00	20.00	0.00	$0.00	$0.00
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16.00	$5,717.64	$91,482.24				0.00	16.00	0.00	$0.00	$0.00
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMPSUM	18.00	$15,399.55	$277,191.90				0.00	18.00	0.00	$0.00	$0.00
HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27.00	$7,541.24	$203,613.48				0.00	27.00	0.00	$0.00	$0.00
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4.00	$7,541.25	$30,165.00				0.00	4.00	0.00	$0.00	$0.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4.00	$138,414.99	$553,659.96				0.00	0.00	-4.00	$138,414.99	-$553,659.96
HCRMA-ITS-	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP -	EACH	0.00	$0.00	$0.00				0.00	4.00	4.00	$119,484.00	$477,936.00
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMPSUM	1.00	$25,971.80	$25,971.80				0.00	1.00	0.00	$0.00	$0.00
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEARFOOT	924.00	$172.79	$159,657.96				0.00	924.00	0.00	$0.00	$0.00
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEARFOOT	249.00	$88.64	$22,071.36				0.00	249.00	0.00	$0.00	$0.00
9606-6058	SPECIAL DEDUCTION	DOL	0.00	$0.00	$0.00								
						TOTAL BB COST		TOTAL RB COST	COST SAVINGS				TOTAL COST SAVINGS
	BB TOTAL CONTRACT AMOUNT				$295,932,420.25	$32,292,171.20		$30,349,436.50	1,942,734.70				-$38,010,382.30

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-37

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE AGREEEMENT FOR CONSTRUCTION MATERIALS TESTING WITH TERRACON TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2 FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of April, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

WHEREAS on September 28, 2021 the Authority approved Resolution 2021-38 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; and,

WHEREAS on September 28, 2021 Authority approved 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; and

WHEREAS the Authority finds it necessary to approve Resolution 2022-37 Approval of Contract Amendment Number 1 to the Professional Services Agreement with Terracon to increase the maximum payable amount for Work Authorization Number 2 in the amount of $174,773.04 for a revised maximum payable amount of $2,125,031.68.

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 1 to the Professional Service Agreement with Terracon Consultants, Inc., to increase maximum payable amount in the amount of $174,773.04, 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 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 26th day of April 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

FORREST RUNNELS

Ezequiel Reyna, Jr., Secretary/Treasurer

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: **{ The following scope of work provides the implementation of archaeological preservation of seven sites (41HG249-41HG255) and archaeological monitoring during construction activities in and around those same seven sites during the construction of the new 365 Tollway. Collect and preform preconstruction testing of the soil to determine whether the construction equipment and fill material load limits are allowable without causing compression or warpage of the artifact and feature components of the site. Prior to construction activities occurring in (or around) any archaeological site, soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring.**(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, 2023 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 $2,125,031.68 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

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2	Progress
3	Suspension of Work
4	Additional Work
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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)
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17	Engineer's Responsibility
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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.

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.

ATTACHMENT A
GENERAL PROVISIONS

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) (HDR Engineering)
ENGINEER shall mean Terracon Consultants, 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	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 Collect and preform preconstruction testing of the soil to determine whether the construction equipment and fill material load limits are allowable without causing compression or warpage of the artifact and feature components of archaeological preservation of sites and archaeological monitoring during construction activities in and around those same sites during the construction of the new 365 Tollway. Prior to construction activities occurring in (or around) any archaeological site, soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring.

Length: 12.23 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

Contract is set for a proposed one (1) year fixed period of time, during that period of time the Engineer will be responsible for a limited number of tests, or if additional work shall be added via a supplemental agreement on current project and 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.).

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. Soil tests will be collected to ensure the introduction of the in-kind fill soils will not compress or warp the artifacts or feature components of each site. Five soil tests will be conducted on samples taken from several areas from each site. These tests, which comply with the standardized tests established by the American Society for Testing and Materials, will be collected via a contracted geotech sub utilizing a push probe with an archaeologist present for monitoring. The five tests (and their frequency) will include:

- Particle size distribution

Soil samples will be subjected to sieve analysis (ASTM D 422) at a geotechnical laboratory to determine soil particle size distribution.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- pH value

Soil samples will be tested for pH (ASTM D 4972) at a geotechnical laboratory. The pH readings for most of the site locations is suspected to be 8.0 or greater.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Redox potential (Eh)

In addition to pH values above, soil samples will be tested at a geotechnical laboratory for oxidation-reduction (redox) potential (ASTM G200 or Hach field test tubes).

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Compressive strength

Soil samples will be tested for unconfined compressive strength (ASTM D 2166) at a geotechnical laboratory (collected with shelby tube or split-spoon method)

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months
- Permeability (also known as hydraulic conductivity)

Soil samples will be tested for saturated hydraulic conductivity (ASTM D 5084) at a geotechnical laboratory.

- Baseline test – 4 samples to be tested from each site
- Monitoring tests – 2 samples to be tested from each site. / 6 months

7. For the baseline tests, the geotechnical testing firm will utilize low ground pressure equipment or construction matting to minimize the ground loading over the in-situ soil of the archaeological site to collect soil samples. This operation will be monitored by an archaeologist. The monitoring tests will begin after 5-foot of fill has covered the in-situ soil and will utilize standard geotechnical equipment. An archaeologist will be present during the collection of soil samples for monitoring tests. At the conclusion of the project, post-construction monitoring (which will be conducted under a separate THC permit) will require identical sampling (though limited to areas of the buried sites not under pavement to avoid coring brand new roadbed)

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 D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO 2

AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and 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 $174,773.04 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 June 30, 2023 , 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 E

FEE SCHEDULE

ATTACH APPROPRIATE RATES AND TESTING SUBMITTALS

SITE LOCATION

365 Toll Project ■ Hidalgo County, Texas
April 11, 2022 ■ Terracon Proposal No. P88225065

Terracon GeoReport

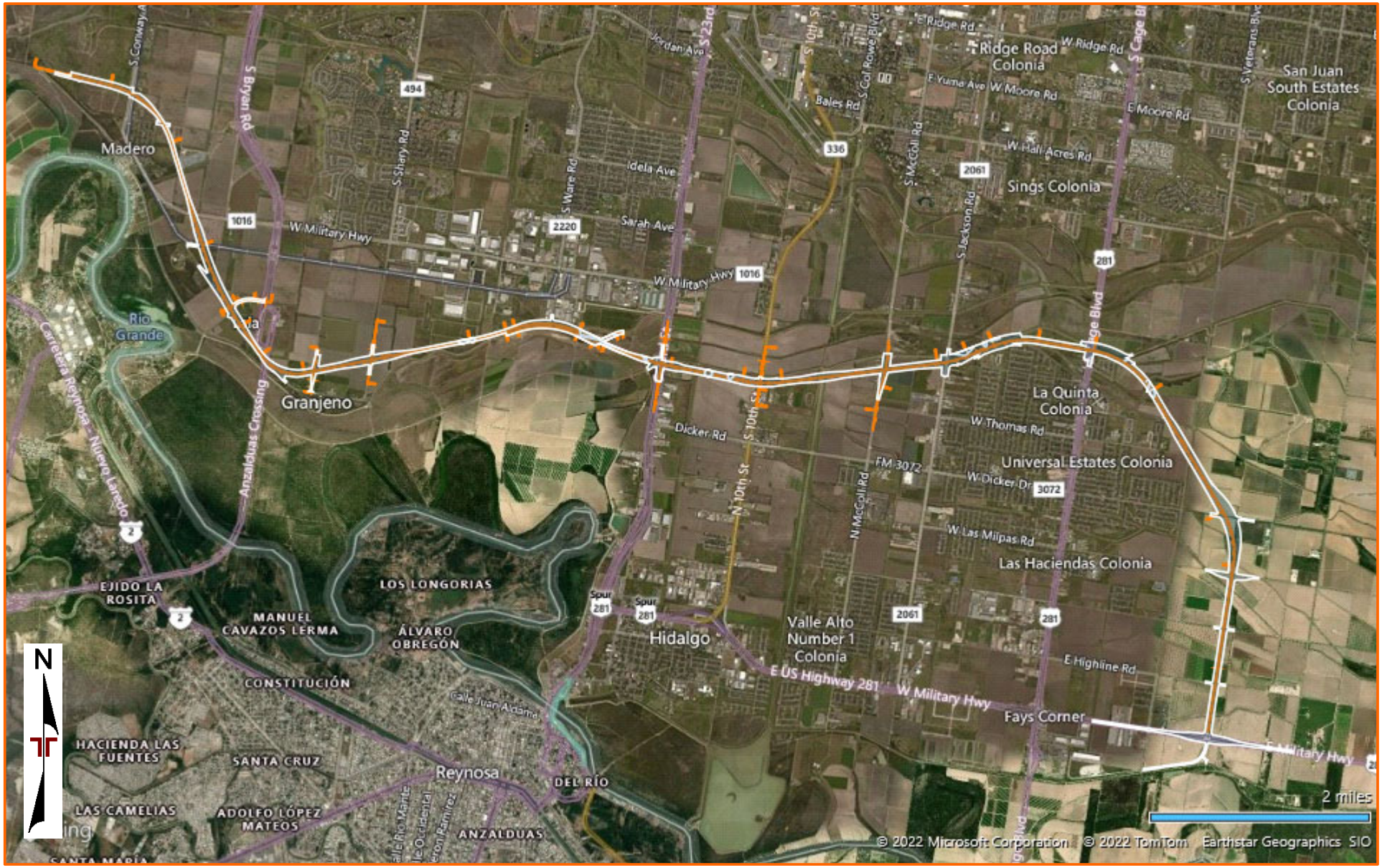

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

COST WORKSHEET: Total: $34,680.85 4/18/2022 9:39

# of Borings	Depth of Borings	Footage	# of Samples
7	8	56 ft	28
0	0	0 ft	
0	0		
0	0		
0	0		
0	0		
7 Boring(s)	**Subtotal:**	**56 ft**	**28 Samples**

Project Name - 365 Toll Project (HCRMA)
Project Location - McColl Road to US Hwy 281 and FM 396 to Anzalduas Hwy
City/State - Hidalgo County, Texas
Proposal Number - P88225065
Baseline Testing

Drilling/Field					Total
Local Mobilization	1	day(s)	$2,000.00	/day	**2,000.00**
Out-of-Town Mobilization	0	miles	$6.00	/mile	**0.00**
Moving Between Borings/Standby	7	times/hr(s)	$297.74	/hr	**2,084.18**
Driller Per Diem for 2 People/day	2	day(s)	$500.00	/day	**1,000.00**
Drilling Services	2	day(s)	$2,000.00	/ft	**4,000.00**
Borings over 50 feet	0	feet	$32.57	/ft	**0.00**
Add. Charge for Rock Coring	0	feet	$21.28	/ft	**0.00**
Field Tech to Stake Boring(s)	7	hour(s)	$121.67	/hr	**851.69**
Logger Trip to Site	10	hour(s)	$61.95	/hr	**619.50**
Add. Field Tech Time in Field	2	hour(s)	$61.95	/hr	**123.90**
Utility Clearance	2	hour(s)	$121.67	/hr	**243.34**
Boring Backfill	35	feet	$6.86	/hr	**240.10**
Water Reading(s)	0	hour(s)	$61.95	/hr	**0.00**
Drilling Permit(s)	$0.00	Permit Cost - Lump Sum			**0.00**
Staff Engineer (EIT) in Field	0	hour(s)	$88.00	/hr	**0.00**
Project Manager in Field	0	hour(s)	$136.40	/hr	**0.00**
Principal in Field/hr	0	hour(s)	$186.90	/hr	**0.00**
Subtotal					**$11,162.71**

Laboratory Testing					Total	
Moisture Content	28	test(s)	$15.44	/test	**$432.32**	
- 200	0	test(s)	$63.71	/test	**$0.00**	
Sieve Analysis (Gradation)	28	test(s)	$83.14	/test	**$2,327.92**	7 sites x 4 samples/site = 28 tests
Atterberg Limit	0	test(s)	$93.10	/test	**$0.00**	
Swell	0	test(s)	$192.31	/test	**$0.00**	
Unconfined Compression	28	test(s)	$66.79	/test	**$1,870.12**	
Unconsolidated Undrained	0	test(s)	$312.36	/test	**$0.00**	
Rock Compression	0	test(s)	$72.17	/test	**$0.00**	
Hydrometer	28	test(s)	$94.61	/test	**$2,649.08**	
Triaxial (set of 3)	0	test(s)	$1,484.08	/test	**$0.00**	
Consolidated Unconfined	0	test(s)	$1,286.81	/test	**$0.00**	
Hydraulic Conductivity (Perm)	28	test(s)	$385.64	/test	**$10,797.92**	
Redox Potential	28	test(s)	$66.79	/test	**$1,870.12**	Not listed
pH	28	test(s)	$53.94	/test	**$1,510.32**	
Subtotal					**$21,457.80**	

Engineering Report/Time					Total
Senior Principal	2	hour(s)	$186.90	/hr	**$373.80**
Principal	2	hour(s)	$166.32	/hr	**$332.64**
Project Manager/Engineer	4	hour(s)	$136.40	/hr	**$545.60**
Staff Engineer (EIT)	6	hour(s)	$88.00	/hr	**$528.00**
CADD Technician	2	hour(s)	$78.20	/hr	**$156.40**
Project Secretary	2	hour(s)	$61.95	/hr	**$123.90**
Subtotal					**$2,060.34**

Total: $34,680.85

COST WORKSHEET: Total: $140,092.19 4/18/2022 9:40

# of Borings	Depth of Borings	Footage	# of Samples
7	8	56 ft	28
0	0	0 ft	
0	0		
0	0		
0	0		
0	0		
7 Boring(s)	**Subtotal:**	**56 ft**	**28 Samples**

Project Name - 365 Toll Project (HCRMA)
Project Location - McColl Road to US Hwy 281 and FM 396 to Anzalduas Hwy
City/State - Hidalgo County, Texas
Proposal Number - P88225065
Monitoring Services

Drilling/Field					Total	
Local Mobilization	7	day(s)	$2,000.00	/day	**14,000.00**	
Out-of-Town Mobilization	0	miles	$6.00	/mile	**0.00**	
Moving Between Borings/Standby	49	times/hr(s)	$297.74	/hr	**14,589.26**	7 sites x 7 times = 49 hrs
Driller Per Diem for 2 People/day	14	day(s)	$500.00	/day	**7,000.00**	
Drilling Services	14	day(s)	$30.61	/ft	**428.54**	
Borings over 50 feet	0	feet	$32.57	/ft	**0.00**	
Add. Charge for Rock Coring	0	feet	$21.28	/ft	**0.00**	
Field Tech to Stake Boring(s)	49	hour(s)	$121.67	/hr	**5,961.83**	
Logger Trip to Site	70	hour(s)	$61.95	/hr	**4,336.50**	
Add. Field Tech Time in Field	14	hour(s)	$61.95	/hr	**867.30**	
Utility Clearance	14	hour(s)	$121.67	/hr	**1,703.38**	
Boring Backfill	245	feet	$6.86	/hr	**1,680.70**	
Water Reading(s)	0	hour(s)	$61.95	/hr	**0.00**	
Drilling Permit(s)	$0.00	Permit Cost - Lump Sum			**0.00**	
Staff Engineer (EIT) in Field	0	hour(s)	$88.00	/hr	**0.00**	
Project Manager in Field	0	hour(s)	$136.40	/hr	**0.00**	
Principal in Field/hr	0	hour(s)	$186.90	/hr	**0.00**	
Subtotal					**$50,567.51**	

Laboratory Testing					Total	
Moisture Content	98	test(s)	$15.44	/test	**$1,513.12**	
- 200	0	test(s)	$63.71	/test	**$0.00**	
Sieve Analysis (Gradation)	98	test(s)	$83.14	/test	**$8,147.72**	7 sites x 2 samples/site x 7 times = 98 tests
Atterberg Limit	0	test(s)	$93.10	/test	**$0.00**	
Swell	0	test(s)	$192.31	/test	**$0.00**	
Unconfined Compression	98	test(s)	$66.79	/test	**$6,545.42**	
Unconsolidated Undrained	0	test(s)	$312.36	/test	**$0.00**	
Rock Compression	0	test(s)	$72.17	/test	**$0.00**	
Hydrometer	98	test(s)	$94.61	/test	**$9,271.78**	
Triaxial (set of 3)	0	test(s)	$1,484.08	/test	**$0.00**	
Consolidated Unconfined	0	test(s)	$1,286.81	/test	**$0.00**	
Hydraulic Conductivity (Perm)	98	test(s)	$385.64	/test	**$37,792.72**	
Redox Potential	98	test(s)	$66.79	/test	**$6,545.42**	Not listed
pH	98	test(s)	$53.94	/test	**$5,286.12**	
Subtotal					**$75,102.30**	

Engineering Report/Time					Total
Senior Principal	14	hour(s)	$186.90	/hr	**$2,616.60**
Principal	14	hour(s)	$166.32	/hr	**$2,328.48**
Project Manager/Engineer	28	hour(s)	$136.40	/hr	**$3,819.20**
Staff Engineer (EIT)	42	hour(s)	$88.00	/hr	**$3,696.00**
CADD Technician	14	hour(s)	$78.20	/hr	**$1,094.80**
Project Secretary	14	hour(s)	$61.95	/hr	**$867.30**
Subtotal					**$14,422.38**

Total: $140,092.19

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-38

APPROVAL AND CONSIDERATION TO REMOVE JOSE H. CASTILLO AS A SIGNATORY AND THE ADDITION OF ASCENCION ALONZO AS AN AUTHORIZED SIGNATORY ON ALL PLAINSCAPITAL BANK, TEXSTAR, LOGIC, AND WILMINGTON TRUST ACCOUNTS

THIS RESOLUTION is adopted this 24th day of May, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, it has become necessary to revise the authorized signatories for the PlainsCapital, TexSTAR, 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 Jose H. Castillo as an authorized signatory on all PlainsCapital Bank, TexSTAR, Logic, and Wilmington Trust Accounts.

Section 3. The Board authorizes the addition of Ascencion Alonzo as a signatory on all PlainsCapital Bank, TexSTAR, Logic, and Wilmington Trust Accounts.

*****

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

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-39

APPROVAL AND CONSIDERATION TO DESIGNATE ASCENCION ALONZO AND PILAR RODRIGUEZ AS INVESTMENT OFFICERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24th day of May, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the 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

WHEREAS, the Investment Policy requires that the Board approve the designation of the Authority's Investment Officer;

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 designation of Ascencion Alonzo and Pilar Rodriguez to serve as the Investment Officer pursuant to the Investment Policy, such a person to be trained by the State of Texas and otherwise meeting the qualifications of an Investment Officer.

Section 3. The Board approves the oversight of the Investment Officers and the Authority's Financial Advisor.

Section 4. The Board agrees to revisit the Investment Policy on an annual basis to ensure that such policy continues to meet statutory requirements and the needs of the 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 24th day of May, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022 – 40

CONSENT TO THE ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH ESCOBEDO & CARDENAS, LLP TO THE LAW OFFICE OF RICHARD A. CANTU, P.C. (WITH ESCOBEDO & CARDENAS, LLP AS A SUBCONTRACTOR) AND EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WITH BRACEWELL, LLP AND THE LAW OFFICE OF RICHARD A. CANTU, P.C.

THIS RESOLUTION is adopted this 24th day of May 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Authority requires legal services to conduct its business and provide advice to the Board and staff;

WHEREAS, on February 11, 2019, after publication of a request for qualifications, the Authority received a single joint-response for legal services from Bracewell LLP and Escobedo & Cardenas, LLP (the "Respondents");

WHEREAS, by Resolution No. 2019-12, the Board approved that certain Professional Services Agreement with the Respondents to serve as co-general counsel to the Authority (the "Agreement"), which Agreement provides for a three year term, with the option for two one-year extensions;

WHEREAS, Escobedo & Cardenas, LLP (the "Escobedo Firm") provides a scope of services to the Authority that includes, but is not limited to, litigation and condemnation and, in furtherance of this scope, has subcontracted with the Law Offices of Richard A. Cantu, P.C. (the "Cantu Firm");

WHEREAS, the Escobedo Firm and the Cantu Firm desire that the Cantu Firm become a direct contract holder with the Authority with the Escobedo Firm as its subcontractor and these firms have provided an assignment to the Authority reflecting this change;

WHEREAS, the Cantu Firm has provided the required certificate of insurance to the Authority; and

WHEREAS, the initial term of the Agreement has expired and the Authority desires to implement a one-year 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 hereby incorporated into the text of this Resolution as if fully restated.

Section 2. The Board hereby consents to the assignment of the Agreement with the Escobedo Firm to the Cantu Firm as provided for in Section 9 of the Agreement hereto attached as Exhibit A. The Cantu Firm may subcontract with the Escobedo Firm. The assignment shall not impact the Agreement with regard to Bracewell LLP.

Section 3. The Board hereby authorizes a one-year extension to the Agreement hereto attached as Exhibit B.

***

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

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

DM-#8244781.1

EXHIBIT A
ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT BY AND AMONG THE HIDLAGO COUNTY REGIONAL MOBILITY AUTHORITY, BRACEWELL LLP, AND ESCOBEDO & CARDENAS LLP

EXHIBIT B
ONE (1) YEAR EXTENSION TO FTHE LEGAL SERVICES AGREEMENT WITH THE LAW OFFICES OF ESCOBEDO & CARDENAS LLP AND BRACEWELL LLP DATED
MAY 24, 2022

ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF THE PROFESSIONAL SERVICES AGREEMENT by and among the Hidalgo County Regional Mobility Authority (the "Authority"), Bracewell LLP ("Bracewell"), and Escobedo & Cardenas LLP ("Escobedo") (the "Assignment") is entered into and effective as of the date consent by the Authority.

RECITALS

A. The Professional Services Agreement (the "Agreement") by and among the Authority, Bracewell, and Escobedo was entered in on April 13, 2019, for a three-year term, with an option to extend the Agreement for two one-year terms.

B. The Authority has negotiated a scope of service for each of Bracewell and Escobedo.

C. Escobedo has engaged the Law Office of Richard A. Cantu, P.C. ("Cantu") as a subcontractor for services, under the Agreement including, but not limited to, litigation and condemnation.

D. Section 9 of the Agreement provides for assignment, stating:

> *The Firms may assign this Agreement or certain duties or obligations hereunder with the written consent of the RMA.*

E. Escobedo desires to assign its scope and duties under the Agreement to Cantu. This Assignment shall not impact the Bracewell scope and duties under the Agreement.

AGREEMENTS

For and in consideration of the premises and mutual covenants and agreements of the parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Escobedo and Cantu agree as set forth in this Assignment.

1. Assignment. Escobedo hereby ASSIGNS, TRANSFERS, CONVEYS, AND DELIVERS unto Cantu all of Escobedo's responsibilities, duties, and obligations under the Agreement. Cantu hereby ACCEPTS the assignment as provided above, and hereby covenants and agrees to ASSUME all responsibilities, duties, and obligations to be performed and/or discharged by Escobedo under the Agreement. Cantu further agrees, to the extent applicable, to the disclosures provided in Exhibit A hereto.

2. Notice. This Assignment shall serve to amend the Notice provision in Section 14 of the Agreement as follows:

If to Cantu: *Richard A. Cantu*
6013 N. 10th Street

McAllen, Texas 78504-3227
956-630-6330

3. Subcontract. Cantu and Escobedo may agree that Escobedo continue to provide services pursuant to the Agreement as a subcontractor to Cantu, with the consent of the Authority.

4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

5. Effective Date. This Assignment, according to the terms, provisions, covenants, and conditions set forth herein shall only become effective upon consent by the Authority.

ESCOBEDO & CARDENAS, LLP a Texas limited liability partnership

_____
By: Luis M. Cardenas, Partner

LAW OFFICE OF RICHARD A. CANTU, P.C., a Texas professional corporation

_____
By: Richard A. Cantu

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ACKNOWLEDGEMENT AND CONSENT:

_____
Pilar Rodriguez, Executive Director

Date: _____

cc: Bracewell LLP

Exhibit A

HCRMA REQUIRED DISCLOSURE AND PROVISIONS

Section 1. DISCLOSURE OF CERTAIN RELATIONSHIPS. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Section 2. ANTI-BOYCOTT VERIFICATION. Pursuant to the applicability of Section 2271.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

Section 3. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES. Pursuant to the applicability of Section 2274.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.

Section 4. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES. Pursuant to the applicability of Section 2274.003, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001., Texas Government Code.

Section 5. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf
- https://comptroller.texas.gov/purchasing/docs/iran-list.pdf
- https://comptroller.texas.gov/purchasing/docs/fto-list.pdf

EXHIBIT B

Professional Services Agreement

STATE OF TEXAS	§	
	§	**PROFESSIONAL**
	§	**SERVICES AGREEMENT**
HIDALGO COUNTY	§	
REGIONAL MOBILITY	§	
AUTHORITY	§	

This is a Professional Services Agreement ("AGREEMENT") entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and THE LAW OFFICES OF ESCOBEDO & CARDENAS LLP ("ESCOBEDO") and BRACEWELL LLP ("BRACEWELL," and collectively with ESCOBEDO, the "FIRMS"), pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370 ("Regional Mobility Authority Act").

Section 1. PURPOSE

The purpose of this AGREEMENT is to engage ESCOBEDO and BRACEWELL to serve as Co-General Counsel for the RMA.

Section 2. DESCRIPTION OF SERVICES

2.01 ESCOBEDO and BRACEWELL agree to serve as Co-General Counsel for the RMA and to provide reasonable and necessary legal services when requested by the RMA Board of Directors and/or its Executive Director, if any.

2.02 The FIRMS agree to submit a work plan to the RMA to define the distribution of services between ESCOBEDO and BRACEWELL and provide for a plan of communication between the FIRMS, the RMA, and the RMA's consultant team.

2.03 ESCOBEDO and BRACEWELL, as Co-General Counsel agree to work cooperatively and efficiently and to always be conscious of minimizing costs and legal expenses whenever reasonably possible. To this end, the FIRMS agree to use associate attorneys, paralegals, and other lower cost personnel when warranted to save legal costs, but they will always work under the supervision of lead attorneys Luis Cardenas and Blakely Fernandez, who will serve as primary counsel to the RMA.

2.04 ESCOBEDO and FERNANDEZ agree to immediately notify the RMA if any conflict or potential conflict of interest in accordance with the Texas Rules of Disciplinary Procedure may arise after the execution of this AGREEMENT.

Section 3. CONSIDERATION

3.01 In consideration of the legal services rendered by the FIRMS as described above, the RMA agrees to pay ESCOBEDO and BRACEWELL on an hourly basis for the work and time expended at the rates set forth on Exhibit A. Rates shall not be increased without the prior written consent of the RMA.

3.02 The FIRMS shall be entitled to reimbursement for out-of-pocket expenses which are reasonable and necessary and incurred incident to the performance of legal services requested hereunder, including sub-contracted services provided by specialized counsel or professionals or other approved services, photocopying, delivery charges, travel expenses, long-distance telephone calls, computer aided legal

research applications, facsimile transmissions, and filing fees. The FIRMS agree that they will bill for such out-of-pocket expense at direct cost with no added profit. Any individual out-of-pocket expense exceeding $1,000.00 must have prior approval of the Executive Director of the RMA in order to be eligible for reimbursement. BRACEWELL is not entitled to reimbursement for long distance phone charges incurred because its offices or attorneys are located outside of Hidalgo County.

3.03 Billing statements for legal services rendered, as well as reimbursement requests for out-of-pocket expenses incurred by the FIRMS, shall be independently forwarded for review and approval to the RMA. Thereafter, the approved invoices shall be forwarded for payment to the respective firm within 30 days.

Section 4. INSURANCE

The FIRMS are each required to maintain professional liability insurance of not less than $2,000,000. The coverage must extend a minimum of three years beyond the completion of the services.

Section 5. TERM

The term of this AGREEMENT is three years, beginning on April 13, 2019, with an option to extend for two one year terms; provided that the FIRMS or the Board of Directors of the RMA may give 10 days' written notice to the other party of termination of the AGREEMENT prior to the end of the term.

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 the FIRMS for the purpose of (a) checking the costs and other expenses described and/or contemplated in the AGREEMENT, or (b) otherwise confirming the Firm's compliance with the terms of the AGREEMENT. The FIRMS 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 years after the date of final payment for legal services.

Section 7. OWNERSHIP OF DOCUMENTS

At the conclusion of the FIRMS' services (or earlier, if appropriate), it is the RMA's obligation to advise the FIRMS as to which, if any, of the documents in ESCOBEDO's or BRACEWELL's files the RMA wishes returned. The FIRMS may keep copies of all documents. Any remaining documents not requested by the RMA may ultimately be destroyed in accordance with the FIRMS' respective record retention schedule only after reasonable notice to the RMA.

Section 8. 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 9. ASSIGNMENT

The FIRMS may assign this AGREEMENT or certain duties or obligations hereunder with the written consent of the RMA.

Section 10. 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 11. LEGAL CONSTRUCTION

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

Section 12. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which they may be entitled.

Section 13. GOVERNING LAW

The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue for any disputes arising hereunder shall be in Hidalgo County, Texas.

Section 14. NOTICES

All notices to either party shall be deemed given when either delivered in person or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to RMA:

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

If to ESCOBEDO:	Luis Cardinas Escobedo & Cardenas, LLP 1602 Dulcinea Street Edinberg, Texas 78539
If to BRACEWELL:	Blakely Fernandez Bracewell LLP 300 Convent Street, Suite 2700 San Antonio, Texas 78205

This AGREEMENT is executed in duplicate originals, each of which shall have the full force and effect of an original, this ____ day of April, 2019.

[Remainder of page intentionally left blank]

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

ESCOBEDO & CARDENAS, LLP

By: _____
Luis M. Cardenas, Partner

BRACEWELL LLP

By: _____
Blakely L. Fernandez, Partner

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

ESCOBEDO & CARDENAS, LLP

By: _____
Luis M. Cardenas, Partner

BRACEWELL LLP

By: _____
Blakely L. Fernandez, Partner

EXHIBIT A

GENERAL COUNSEL DISCOUNTED HOURLY RATES

Service Provider	Government Rate
Luis Cardenas	$250.00 for general counsel services
Escobedo Paralegals	$75.00
Blakely L. Fernandez	$400.00 for general counsel services

Note: The attorneys listed above are those whom the FIRMS believe will be involved in RMA work as of the date of this AGREEMENT. Additional attorneys may be utilized as the need arises. In such event, the FIRMS will use their respective best efforts to notify the Board of Directors in advance of such attorney's involvement, and hourly rates will be discounted in the same manner as reflected above.

EXHIBIT B

BRACEWELL LLP
TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell ") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

We have performed a conflicts check on the names you provided to Bracewell. Based on a check of these names, and under the applicable standards in the governing rules of professional conduct, we believe Bracewell is free to undertake the Matter. If we identify a conflict after work on this Matter has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that

appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over $500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Matters Involving e-Discovery

Many matters require the handling or production of electronically stored information ("ESI"). In litigation, the rules of civil procedure in federal court, as well as in many other jurisdictions, address the gathering and production of ESI ("e-Discovery"). Failure to comply with the rules governing e-Discovery can subject Client and the Firm to possible discovery sanctions. The Firm has developed an e-Practice Department (the "e-Department") to assist the Firm's clients in litigation matters that involve e-Discovery issues. The e-Department head, a lawyer who specializes in e-Discovery matters ("e-Practice Counsel"), and the e-Practice Project Managers will assist Client in handling e-Discovery projects that may arise in connection with the Firm's representation of Client.

The Firm has identified a number of preferred e-Discovery providers that it can recommend to Client ("Outside Vendors"). Client will make the ultimate decision on which Outside Vendor to retain on a matter. Client will contract directly with and will be invoiced by the Outside Vendor for e-Discovery services. In most cases, the Outside Vendor will handle the collection, processing, hosting, and production of Client's ESI. The Firm's e-Department professionals will serve as a liaison between Client, the Outside Vendor and the Firm's attorneys throughout the process, and the Firm will bill the Client for that time. Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Certain matters involving less than 5GB of ESI can be handled by the Firm internally, rather than by an Outside Vendor. In such matters, and upon prior agreement between Client and the Firm, an Outside Vendor will collect the Client's ESI and deliver to the Firm for processing, hosting, review and production. Client will contract directly with the provider for the collection of the ESI. The Firm will charge the client from $150 to $250 per GB for processing, depending on the format of the data, and from $20 to $40 per GB per month for hosting/storage, depending on the volume of the data.

It is anticipated that the Firm's e-Department professionals will assist Client in both e-Discovery matters handled by Outside Vendors and those handled by the Firm internally. The Firm will bill Client for the time of these professionals.

The hourly rate of the Firm's e-Practice Counsel is $450 per hour. The range of hourly rates for the Firm's e-Practice Project Managers is $225 - $300 per hour. The hourly billing rates of the Firm's e-Department professionals are set, reviewed and adjusted by Bracewell on an annual basis and will appear on the periodic invoice provided for this engagement.

Interest on Past Due Accounts

If Client fails to pay any invoice when due, the past due amount shall accrue interest at the rate of six percent (6%) per annum, beginning on the date due until paid in full. Such interest shall be calculated based upon a year of 365/366 days (as applicable) for the actual number of days the invoice has been outstanding beyond the due date, and shall be compounded monthly. Such interest shall be payable upon demand and will be invoiced separately. The total interest due on past due invoices is available upon inquiry.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any

expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.

***

EXHIBIT C

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you information about how to file a complaint.

Please call 1-800-932-1900 for more information.

ONE YEAR EXTENSION TO THE LEGAL SERVICE AGREEMENT

BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND

THE LAW OFFICES OF ESCOBEDO & CARDENAS LLP AND BRACEWELL LLP

DATED APRIL, 13, 2019

INTIAL AGREEMENT PERIOD FOR THREE YEARS WITH TWO ONE-YEAR TERM EXTENSIONS

ONE-YEAR EXTENSION EFFECTIVE MAY 24, 2022

THE LAW OFFICES OF RICHARD A. CANTU, P.C.

By:_____
Richard A. Cantu

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

Date: _____

BRACEWELL, LLP.

By:_____
Blakely Fernandez, Partner

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-41

ADOPTION OF AMENDED FISCAL YEAR 2022 OPERATING AND CAPITAL BUDGET FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24th day of May, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual 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, on December 20, 2021, the Board of Directors adopted the Fiscal Year 2022 Operating and Capital Budget; and

WHEREAS, the Authority finds it necessary to amend the Fiscal Year 2022 Capital Budget to include estimated construction cost for the 365 Tollway Project;

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

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

Section 2. The Board adopts the Amended Fiscal Year 2022 Capital Budget, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to manage and administer the Amended Fiscal Year 2022 Capital Budget.

*****

Passed and Approved as to be effective immediately this 24th day of May 2022, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED FISCAL YEAR 2022
CAPITAL BUDGET

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
GENERAL LEDGER JOURNAL ENTRY (J/E)
BUDGET AMENDMENT

J/E Name: _____ Batch # _____

J/E Description: _____ J/E #: _____

_____ J/E Date: _____

_____ Period: _____

_____ **Reversal Date** _____

	Fund	Dept	Account	Entry Description	DR	CR
1						
2	44	52900	8844-000	365 Project construction Series 2022A	44,156,663.00	
3	44	52900	8850-000	365 Project construction Series 2022B	35,843,337.00	
4						
5						
6				Estimated construction cost thru year end.		
7						
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28						
29						
30						
31						
32						
33						
34						
35						
				Total	80,000,000.00	-

Jose Castillo 5/16/2022 _____ _____

Prepared By Date Approved By Date Posted By Date

Cash Flow Summary			
Month	Constr. Management	Construction	Quarterly Drawdown
1	$ 265,415	$ 6,000,000	
2	$ 66,354	$ 1,600,000	
3	$ 193,805	$ 4,650,000	12,775,574
4	$ 231,100	$ 5,540,000	
5	$ 263,065	$ 6,300,000	
6	$ 915,416	$ 21,920,000	35,169,580
7	$ 64,225	$ 1,540,000	
8	$ 180,304	$ 4,320,000	
9	$ 140,716	$ 3,370,000	9,615,245
10	$ 240,477	$ 5,760,000	
11	$ 186,059	$ 4,460,000	
12	$ 211,264	$ 5,060,000	15,917,800
13	$ 592,020	$ 14,180,000	
14	$ 519,144	$ 12,440,000	
15	$ 449,870	$ 10,780,000	38,961,034
16	$ 477,105	$ 11,430,000	
17	$ 434,554	$ 10,410,000	
18	$ 371,815	$ 8,910,000	32,033,473
19	$ 343,932	$ 8,240,000	
20	$ 245,666	$ 5,890,000	
21	$ 321,583	$ 7,700,000	22,741,181
22	$ 325,807	$ 7,810,000	
23	$ 345,659	$ 8,280,000	
24	$ 320,077	$ 7,670,000	24,751,542
25	$ 270,557	$ 6,480,000	
26	$ 260,167	$ 6,230,000	
27	$ 268,616	$ 6,440,000	19,949,340
28	$ 262,452	$ 6,290,000	
29	$ 211,713	$ 5,070,000	
30	$ 173,567	$ 4,160,000	16,167,732
31	$ 261,226	$ 6,260,000	
32	$ 300,562	$ 7,200,000	
33	$ 213,738	$ 5,120,000	19,355,525
34	$ 159,071	$ 3,810,000	
35	$ 176,088	$ 4,220,000	
36	$ 146,422	$ 3,510,000	12,021,581
37	$ 235,280	$ 5,640,000	
38	$ 202,966	$ 4,860,000	
39	$ 125,705	$ 3,010,000	14,073,952
40	$ 149,450	$ 3,580,000	
41	$ 159,695	$ 3,830,000	
42	$ 139,051	$ 3,330,000	11,188,196
43	$ 80,344	$ 1,930,000	
44	$ 95,520	$ 2,290,000	
45	$ 102,068	$ 2,450,000	6,947,932
46	$ 66,365	$ 1,753,798	
			1,820,163
	11,766,051	281,723,798	293,489,849

Other Expenses	
Remaining Wetland Mitigation Costs	2,460,143
Remaining ROW & Utility Relocation	22,122,517
Tolling Integration Costs	10,983,354
PMC/GEC (Adv planning, design, VECP & Bid Phase)	252,614
$5,000,000 contingency	5,000,000
Subtotal	40,818,628

Total Remaining Phase II Project Costs	334,308,477.00

Table 5-4: Cash Flow Summary

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

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

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

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

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

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

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

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

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

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on September 28, 2021 the Authority approved Resolution 2021-36 awarding Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project; and,

WHEREAS approved Resolution 2021-37 Approval of Work Authorization 1 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of $2,765,349.03 for the 365 Tollway Project; now

WHEREAS the Authority finds it necessary to approve Resolution 2022-42 Approval of Award of Work Authorization 2 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of $51,023.48 for the 365 Tollway Project Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization 2 to the Professional Service Agreement with L&G Consulting Engineers, Inc., in the amount of $51,023.48 for the 365 Tollway Project Contract by and between L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with between L&G Consulting Engineers, INC, as approved by the Board.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THEBOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of June 2022, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

WORK AUTHORIZATION NO. 2

to

Main

Professional Service Agreement

with

between L&G Consulting Engineers, INC,.

For

Construction Material Testing Services

ATTACHMENT D-1

WORK AUTHORIZATION NO. 2
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Consulting Engineers. (the Engineer).

PART I. The Engineer will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $ 51,023.48 and the method of payment is specified rates/unit as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on July 11, 2022, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services 365 Tollway Project / Segment 1 & 2.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Jascinto Garza, P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President / CEO	Executive Director
(Title)	(Title)
06/09/2022	
(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)**

To: Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Ricardo Gallaga <ricardo@lgengineers.com>
Subject: Proposal for Geo Borings and Sulfate Testing on 365 Toll (Jackson Rd to Hi Line Rd)

Please find attached our proposal to provide Geotechnical Services for Sulfate Testing. The following table is a general notation of the depths of the borings to be drilled:

	# of Borings #	Depth LF	Upper 50' LF	Lower xx' LF
Jackson Rd	2	80	50	30
US 281 Cage Blvd	2	89	50	39
I Rd	2	79	50	29
Dicker Rd	2	76	50	26
Drain Ditch	2	78	50	28
Anaya Rd	2	84	50	34
Hi Line Rd	2	77	50	27
Totals	**14**	**1126**	**700**	**426**

The plan will be to auger down to 3 depths (top – 10', middle – 40-45' and bottom – 75-90') and then push a split spoon for sampling (and subsequent lab testing for sulfate content).

The general locations of the borings have been laid out in the attached Google Earth .kmz file for your review as well.

Noting you have expressed a need for this stuff super quick we will send out our staking team to get this staked and called in tomorrow (and if clear and approved by you all we can begin to knock them out next week).

Let me know.

Thanks,

David A. Saenz, P.E., C.F.M.
Project Manager / Project Engineer

L&G Consulting Engineers, Inc.

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	Basis	
____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
__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**

PRIME
PRO+A46+A1:P45+A46+A1:P45+A1:P46+A46+A1:P45+A1:P47+A1:P
46+A1:P45+A1:P40+A1:P39+A1:P40+A1:P45

EXHIBIT D FEE SCHEDULE
METHOD OF PAYMENT - PER CONTRACT AND WA

Contract Number HCRMA CMT Work Authorization No. 2

TASK DESCRIPTION	SNR PROJECT MANAGER	SNR GEO ENG	GEO ENG	PRJ ENG	EIT	ENG LAB MANAGER	ENG TECH	CADD OPERATOR	ADMIN CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	LABOR HRS PER SHEET
LABOR (FIELD, REPORTING, MISC.)												
5. Geotechnical Borings and Investigations										0		
a). Manage, Coord., & Boring Log / Geo Data Creation										0		
a-1). Management, Oversight, Invoicing, etc.	2		2						2	6		
a-2). Coordination of Field Activities			2							2		
a-3). Stake Borings/Utility Locates/Coord. - Eng. Tech							4			4		
b). Engineering & Evaluation of Data										0		
c). Geo Report										0		
c-1). Technical Memorandum (Data Report)			4							4		
										0		
HOURS SUB-TOTALS	2	0	8	0	0	0	4	0	2	16	0.00	
CONTRACT RATE PER HOUR	$ 186.90	$ 166.32	$ 136.40	$ 133.98	$ 88.00	$ 94.71	$ 76.60	$ 77.50	$ 61.95			
TOTAL LABOR COSTS	$373.80	$0.00	$1,091.20	$0.00	$0.00	$0.00	$306.40	$0.00	$123.90	$1,895.30		
% DISTRIBUTION OF STAFFING	12.50%	0.00%	50.00%	0.00%	0.00%	0.00%	25.00%	0.00%	12.50%			
SUBTOTAL (FC 110)										**$1,895.30**		
UNIT COSTS (FIELD, TEST)	**# OF UNITS**	**COST**	**UNIT**									
Soil Boring (without TCP) to Depth <= 50'	700	$ 30.61	LF	N/A							$21,427.00	
Soil Boring (without TCP) to Depth > 50'	426	$ 32.57	LF	N/A							$13,874.82	
Grouting of Bores	1,126	$ 6.86	LF	N/A							$7,724.36	
Determining Sulfate Content in Soils - Colorimetric Method	42	$ 95.00	each	Tex-145-E							$3,990.00	
SUBTOTAL UNIT COST ITEMS											**$47,016.18**	
OTHER DIRECT EXPENSES	**# OF UNITS**	**COST**	**UNIT**									
Mileage (# of miles) (current state rate)	352	$ 6.00	mile								$2,112.00	
Mobilization /Demoblilization	7	$ 0.00	each								$-	
SUBTOTAL OTHER DIRECT EXPENSES											**$2,112.00**	

SUMMARY	
TOTAL COSTS FOR PROVIDER	$1,895.30
NON-SALARY (UNIT COST ITEMS) FOR PROVIDER	$47,016.18
NON-SALARY (OTHER DIRECT EXPENSES) FOR PROVIDER	$2,112.00
GRAND TOTAL	$51,023.48

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 Solis 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 [6]	Tex-117-E, Part I	each	$ 1,650.00					
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	$ 2,246.91					
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 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 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	$ 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 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	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	$ 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	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				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 (Riing 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 ASSHTO 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	Flexibility 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 Pecent 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-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	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**

EXHIBIT D

ESTIMATEDMAN-HOURSAND TEST BREAKDOWN

HCRMA - 365 Toll Project - Segment 1 (From 987+00 to 1350+00) - CSJ: 3627-01-001 Construction Materials Testing

Embankment(Test All Fill Material Including Cut From Job) (ITEM 132)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.)to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure 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	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 & 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	$23.59	$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 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	$23.59	$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 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	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 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	$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 minimum 2 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 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 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)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

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: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-43

CONSIDERATION AND APPROVAL OF FINAL CLOSEOUT AND RECONCILATION TO THE AGREEEMNT WITH STRIKE FOR LONESTAR GAS UTILITY RELOCATION SERVICES ON 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of June, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and {iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, Lonestar Pipeline is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 100%;

WHEREAS, on June 27, 2021 the entered into Utility Relocation Agreement with Lonestar Pipieline, where as, the HCRMA will design and construct the Project on behalf of the Utility; provided that the Utility, as the owner, shall approve the design, and oversee construction and accept the Project in accordance with such design. Utility shall issue a notice to proceed with construction only after it provides certification of design compliance within all Applicable Laws, Rules and Regulations. Project acceptance shall be confirmation that the Project is in compliance with the Applicable Laws, Rules and Regulations;

WHEREAS, on February 1 1 , 2022, the Authority published a solicitation for Bid #2022-01 for 8" Lonestar Pipeline Relocation Manitenance Mitigation Project for HCRMA 365 Toll Project, U-0032-028, Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 8:01a.m. on March 4, 2022, and the last bid was received at 10:59am on March 4, 2022; and

WHEREAS, at 11:05a.m. on March 04, 2022, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Strike, LLC. (ii) Miller Bros.(iii) and Venables Construction, Inc, in amounts ranging from $398,922.00 to $1,517,958.21 for construction of the Project; and

WHEREAS, Strike, LLC. provided the lowest Project bid in the amount of $398,922.00; and

WHEREAS on March 22, 2022, the Authority approved Resolution 2022-26, the construction contract by and between Strike, LLC and the Authority for construction of the Project in the amount $398,922.00; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2022-43, Change Order#1 for $10,804.00; final acceptance of project at a total cost of $409,726.00; and closure of agreement U-0032-028 with Lonestar Pipeline construction contract by and between Strike, LLC.

Section 3. The Board hereby authorizes the Executive Director to execute the construction contract with Strike, LLC..;

• • • • •

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of June, 2022, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CO#1

BETWEEN

STRIKE, LLC

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.367.9703 | 888.353.1444 | WWW.STRIKEUSA.COM

PROJECT CHANGE ORDER

CONTRACTOR NAME AND ADDRESS:	PROJECT NO./WBS #:	CHANGE REQUEST NO.:
Strike Operating Company, LLC 1800 Hughes Landing Blvd., Suite 500 The Woodlands, Texas 77380 Attn: Ramon Navarro IV, P.E.	10122023-100101 HCRMA 8in Lonestar PL Relocation Contract: U-0032-028	1
	ISSUE DATE: 3-31-22	Rev. No. 00

SCOPE OF CHANGE REQUEST:
Change Order Request for:

- Fuel cost increase from time of bid to start of construction: **$3,500.00**
- Day rate for nitrogen services (1 truck load/8hr day): **$7,304.00**

SUMMARY DESCRIPTION:
- N/A

LIST OF SUPPORTING DOCUMENTATION ATTACHED:
- N/A

COST IMPACT SUMMARY	SCHEDULE IMPACT SUMMARY
☐ NO COST IMPACT	☒ NO SCHEDULE IMPACT (Project End Date *)
☐ COST IMPACT	☐ SCHEDULE EXTENTION OF ___ DAYS*
☐ ESTIMATED TOTAL COST $	☐ SCHEDULE REDUCTION OF ___ DAYS*
☒ LUMP SUM COST $ 10,804.00	☐ SCHEDULE IMPACT NOT ASSESSED
☐ COST IMPACT NOT ASSESSED	* Change to the project completion date only. For loss of Float Time and impact to near-critical activities refer to the detail schedule analysis.

☐ APPROVED ☐ NOT APPROVED	**STRIKE PREPARER** NAME Juan Salinas TITLE Senior Project Manager SIGNATURE DATE
APPROVAL PROCESS CLOSING COMMENTS CLIENT: _____ STRIKE CONSTRUCTION: _____	**CLIENT APPROVAL** NAME TITLE SIGNATURE DATE

PO Box 1108
Rosenberg, Texas 77471

June 5, 2022

Mr. Ramon Navarro IV, P.E.; Chief Construction Engineer Hildalgo County Regional Mobility Authority
203 W. Newcombe Ave.
Pharr, Texas 78577

RE: Saenz Oil & Gas Services, LLC – Work Authorization No. 4
Recommendation for Acceptance of Strike CO# 1

Dear Mr. Navarro:

Attached for your review and approval is our final invoice for services rendered on the subject referenced project. The below referenced work product deliverables were provided accordingly.

In addition, please allow this letter to serve as our recommendation for approval of final construction invoice and associated Change Order No. 1 (CO# 1) from Strike. The said CO# 1 is associated with $3,500 increased fuel cost calculated from the early bid process to the notice to proceed date of March 22, 2022 and $7,304.00 cost of nitrogen services required to complete this project.

The following is attached:

- Attachment H-3 – Subprovider Monitoring Monthly Progress Assessment Report
- Strike – Approved Final Construction Invoice

The following is a narrative of the progress for this period.

TASK
Utility / Pipeline Encroachment Coordination
• U-0032-028 – 8" Lonestar Pipeline: Final completion and certification.

Should you have any questions regarding this submittal, please do not hesitate to call me at (832) 491-8656 or email me at alfredo@saenzoilgas.com.
Sincerely,

Alfredo Saenz Jr., P.E.
President
Saenz Oil & Gas Services, LLC

EXHIBIT B

CONTRACT AGREEMENT BETWEEEN LONESTAR PIPIELINE and HCRMA

Ramon Navarro, IV, PE, CFM

From: Ramon Navarro, IV, PE, CFM
Sent: Friday, April 1, 2022 11:15 AM
To: Pilar Rodriguez, PE
Cc: Sergio Mandujano
Subject: FW: HCRMA Lonestar Pipeline Relocate
Attachments: CO1 (Nitrogen service and fuel cost increase)rev1.pdf; RE: HCRMA Lonestar Pipeline Relocate

Tracking:

Recipient	Read
Pilar Rodriguez, PE	
Sergio Mandujano	Read: 4/1/2022 11:17 AM

As discussed, we shall execute contract, inclusive of CO#1: Fuel Costs $10, 804.00 and adjust contract via final reconciliation. If not in concurrence, please acknowledge or we shall proceed with scheduled adjustments. THANKS

From: Juan Salinas <Juan.Salinas@strikeusa.com>
Sent: Friday, April 1, 2022 11:08 AM
To: Fritz Ory <Fritz.Ory@mhes.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Saenz, Alfredo <alfredo.saenz@nses.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>; Harper Harper <CHARPER@CAMSTEX.COM>
Subject: RE: HCRMA Lonestar Pipeline Relocate

Ramon/Fritz,

See attached revised CO#1 (Nitrogen Service and fuel cost increase).

When should we expect NTP? I believe all docs have been executed.

Thanks,

Juan Salinas
Senior Project Manager
STRIKE
10465 N. Conway Avenue, Mission, TX 78573
Direct: 832.794.8048 I Mobile: 832.794.8048
Juan.Salinas@strikeusa.com I www.strikeusa.com

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Please consider the environment before printing this e-mail

From: Fritz Ory <Fritz.Ory@mhes.com>
Sent: Thursday, March 31, 2022 5:51 PM
To: Juan Salinas <Juan.Salinas@strikeusa.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Saenz, Alfredo <alfredo.saenz@nses.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>; Harper Harper

<CHARPER@CAMSTEX.COM>
Subject: RE: HCRMA Lonestar Pipeline Relocate

Juan,

The proposed fuel uplift seems quite a bit high based on your highlighted information below:

- The original bid was based on a total fuel cost of $7,553 at $3.79 per gallon. This would mean that the projected diesel use is 1,992.88 gallons.
- If the diesel fuel cost is now $4.99 per gallon, then the current projected fuel cost would be $9,944.47 (1992.88 gallons x $4.99 per gallon).
- Another way of viewing: 1992.88 gallons x $1.20 per gallon increase = $2,391.46
- The fuel uplift would then be more in the neighborhood of $2,391.46

We may be missing some markups in there somewhere but we do not think enough to bring the fuel uplift to $7,500?

Fritz R. Ory
M&H
337.216.0701, Main
337.735.3948, Direct
337.962.4313 Cell
fritz.ory@mhes.com
www.mhes.com

From: Juan Salinas <Juan.Salinas@strikeusa.com>
Sent: Thursday, March 31, 2022 3:47 PM
To: Fritz Ory <Fritz.Ory@mhes.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Saenz, Alfredo <alfredo.saenz@nses.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>
Subject: RE: HCRMA Lonestar Pipeline Relocate

Fritz,

See response below.

Thanks,

Juan Salinas
Senior Project Manager
10465 N. Conway Avenue, Mission, TX 78573
Direct: 832.794.8048 I Mobile: 832.794.8048
Juan.Salinas@strikeusa.com I www.strikeusa.com

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Please consider the environment before printing this e-mail

From: Fritz Ory <Fritz.Ory@mhes.com>
Sent: Thursday, March 31, 2022 2:50 PM
To: Juan Salinas <Juan.Salinas@strikeusa.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Saenz, Alfredo <alfredo.saenz@nses.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>
Subject: RE: HCRMA Lonestar Pipeline Relocate

Juan,

The numbers appear to be in line. Can you send basis information for the fuel uplift amount though? I assume something like:

- Diesel price at the time of bid: **$3.79**
- Diesel price now: **$4.99**
- Increase per gallon:**$1.20**
- Number of gallons that we anticipate consuming; **Our bid was based on total estimated fuel cost $7,553.00 and increased to $15,053.00 (Including markups) with $1.20/gal increase = $7,500.00 (CO)**

Fritz R. Ory
M&H
337.216.0701, Main
337.735.3948, Direct
337.962.4313 Cell
fritz.ory@mhes.com
www.mhes.com

From: Juan Salinas <Juan.Salinas@strikeusa.com>
Sent: Thursday, March 31, 2022 2:09 PM
To: Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>
Cc: Saenz, Alfredo <alfredo.saenz@nses.com>; Fritz Ory <Fritz.Ory@mhes.com>; Jerome Landry <jerry.landry@mhes.com>; Keven Carmeans <Keven.Carmeans@strikeusa.com>; Jody Welch <Jody.Welch@strikeusa.com>
Subject: HCRMA Lonestar Pipeline Relocate

Ramon,

See attached CO#1 (Nitrogen Service and fuel cost increase).

Please let me know if any questions.

Thanks,

Juan Salinas
Senior Project Manager
STRIKE
10465 N. Conway Avenue, Mission, TX 78573
Direct: 832.794.8048 I Mobile: 832.794.8048
Juan.Salinas@strikeusa.com I www.strikeusa.com

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

CLARIFICATIONS & QUALIFICATIONS

The following Clarifications and Qualifications will apply to the HRCMA project described as the 8" Lonestar PL Relocation Maintenance Project located in McAllen, TX.

- Proposal is based on working 6days week 10hrs per day.
- Proposal is based on scope of work received.
- Proposal is based backfilling excavations with existing materials.
- Proposal is based on Strike working as long as weather and ground conditions permit.
- This bid submittal is subject to market conditions that may substantially impact project costs before commencement of work. To the extent such market pressures cause an increase in the anticipated cost from the time of this submittal in excess of three percent (3%) for a particular item (e.g. materials, fuel, labor), the parties hereto acknowledge and agree to an upward price adjustment on a pro-rata basis of that particular item. For example, if the ratio of the current cost of fuel and the cost of fuel at the time of bid is greater than 3%, then the total difference will be added to the bid price for fuel.
- Proposal does **not include** any testing, handling, or disposal of contaminated soils.
- Proposal does **not include** demo or removal of existing concrete on south side of levee back to the tie-in point.

Subcontractor:

Arrow Directional: HDD

MoVac: water services

1800 Hughes Landing Blvd., Suite 500, The Woodlands, TX 77380 | 281.362.9708 | 888.353.1444 WWW.STRIKEUSA.COM

PROJECT CHANGE ORDER

CONTRACTOR NAME AND ADDRESS:	PROJECT NO./WBS #:	CHANGE REQUEST NO.:
Strike Operating Company, LLC 1800 Hughes Landing Blvd., Suite 500 The Woodlands, Texas 77380 Attn: Ramon Navarro IV, P.E.	10122023-100101 HCRMA 8in Lonestar PL Relocation Contract: U-0032-028	1
	ISSUE DATE: 3-31-22	Rev. No. 00

SCOPE OF CHANGE REQUEST:
Change Order Request for:

- Fuel cost increase from time of bid to start of construction: **$7,500.00**
- Day rate for nitrogen services (1 truck load/8hr day): **$7,304.00**

SUMMARY DESCRIPTION:
- N/A

LIST OF SUPPORTING DOCUMENTATION ATTACHED:
- N/A

COST IMPACT SUMMARY	SCHEDULE IMPACT SUMMARY
☐ NO COST IMPACT	☒ NO SCHEDULE IMPACT (Project End Date *)
☐ COST IMPACT	☐ SCHEDULE EXTENTION OF ___ DAYS*
☐ ESTIMATED TOTAL COST $	☐ SCHEDULE REDUCTION OF ____ DAYS*
☒ LUMP SUM COST $ 14,804.00	☐ SCHEDULE IMPACT NOT ASSESSED
☐ COST IMPACT NOT ASSESSED	* Change to the project completion date only. For loss of Float Time and impact to near-critical activities refer to the detail schedule analysis.

	STRIKE PREPARER
☐ APPROVED ☐ NOT APPROVED	NAME Juan Salinas TITLE Senior Project Manager SIGNATURE DATE

APPROVAL PROCESS CLOSING COMMENTS	CLIENT APPROVAL
CLIENT: _____ **STRIKE CONSTRUCTION:** _____	NAME TITLE SIGNATURE DATE

U.S. Energy Information Administration

Petroleum & Other Liquids

Notice: Petroleum Marketing Survey Form Changes Proposed for 2021

U.S. Regular Gasoline Prices*(dollars per gallon)

full history XLS

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
U.S.	4.315	4.239	4.231	-0.008	1.379
East Coast (PADD1)	4.268	4.127	4.092	-0.035	1.314
New England (PADD1A)	4.300	4.233	4.194	-0.039	1.430
Central Atlantic (PADD1B)	4.351	4.215	4.209	-0.006	1.332
Lower Atlantic (PADD1C)	4.208	4.044	3.991	-0.053	1.272
Midwest (PADD2)	4.091	4.035	4.053	0.018	1.306
Gulf Coast (PADD3)	4.029	3.939	3.884	-0.055	1.282
Rocky Mountain (PADD4)	4.137	4.110	4.167	0.057	1.217
West Coast (PADD5)	5.155	5.222	5.267	0.045	1.794
West Coast less California	4.671	4.675	4.707	0.032	1.558

States

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
California	5.587	5.710	5.764	0.054	1.994
Colorado	3.934	3.917	3.928	0.011	1.044
Florida	4.286	4.082	4.046	-0.036	1.211
Massachusetts	4.296	4.200	4.175	-0.025	1.435
Minnesota	3.945	3.923	3.929	0.006	1.197
New York	4.365	4.278	4.236	-0.042	1.413
Ohio	4.085	4.010	4.073	0.063	1.392
Texas	3.980	3.889	3.818	-0.071	1.259
Washington	4.669	4.618	4.634	0.016	1.411

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
Cities					
Boston	4.309	4.242	4.213	↓ -0.029	↑ 1.466
Chicago	4.570	4.531	4.535	↑ 0.004	↑ 1.530
Cleveland	4.106	4.044	4.145	↑ 0.101	↑ 1.485
Denver	3.927	3.941	3.953	↑ 0.012	↑ 1.070
Houston	3.971	3.914	3.878	↓ -0.036	↑ 1.334
Los Angeles	5.603	5.740	5.831	↑ 0.091	↑ 2.075
Miami	4.327	4.164	4.127	↓ -0.037	↑ 1.247
New York City	4.321	4.219	4.161	↓ -0.058	↑ 1.354
San Francisco	5.697	5.766	5.789	↑ 0.023	↑ 1.928
Seattle	4.814	4.750	4.766	↑ 0.016	↑ 1.357

U.S. On-Highway Diesel Fuel Prices*(dollars per gallon)

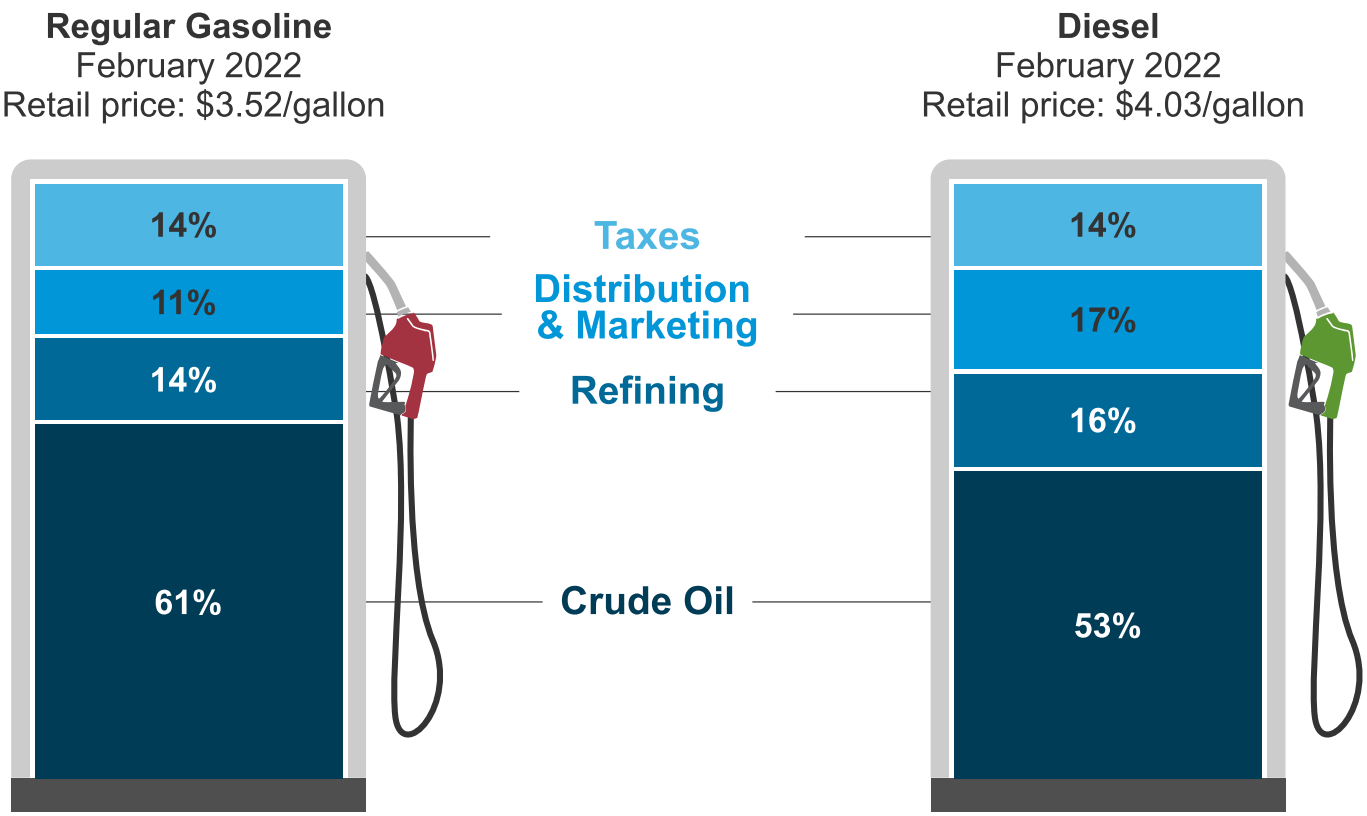
full history XLS

	03/14/22	03/21/22	03/28/22	Change from week ago	Change from year ago
U.S.	5.250	5.134	5.185	↑ 0.051	↑ 2.024
East Coast (PADD1)	5.334	5.179	5.249	↑ 0.070	↑ 2.119
New England (PADD1A)	5.231	5.125	5.309	↑ 0.184	↑ 2.218
Central Atlantic (PADD1B)	5.474	5.303	5.400	↑ 0.097	↑ 2.126
Lower Atlantic (PADD1C)	5.264	5.110	5.145	↑ 0.035	↑ 2.104
Midwest (PADD2)	5.044	4.959	4.994	↑ 0.035	↑ 1.890
Gulf Coast (PADD3)	5.110	4.964	4.972	↑ 0.008	↑ 2.017
Rocky Mountain (PADD4)	4.966	4.887	5.044	↑ 0.157	↑ 1.750
West Coast (PADD5)	5.867	5.797	5.874	↑ 0.077	↑ 2.215
West Coast less California	5.416	5.319	5.402	↑ 0.083	↑ 2.130
California	6.264	6.218	6.289	↑ 0.071	↑ 2.307

*prices include all taxes

Download image

What we pay for in a gallon of:



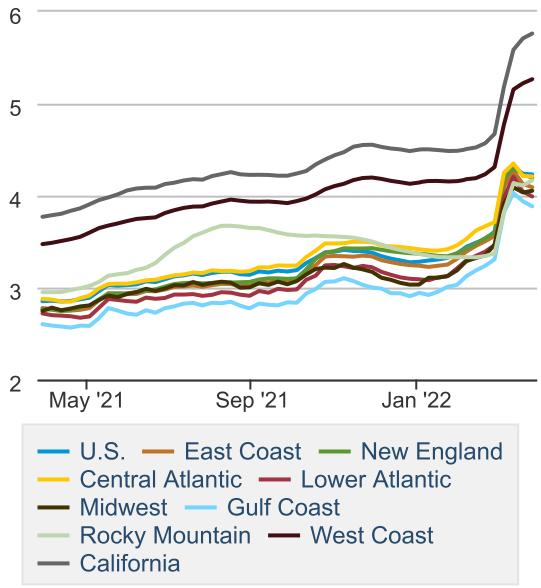
eia Source: U.S. Energy Information Administration, *Gasoline and Diesel Fuel Update*

Top

24-hour hotline: (202) 586-6966
Sign up for email updates
Get the RSS feed
Release Schedule
Radio spots

Regular Gasoline Prices

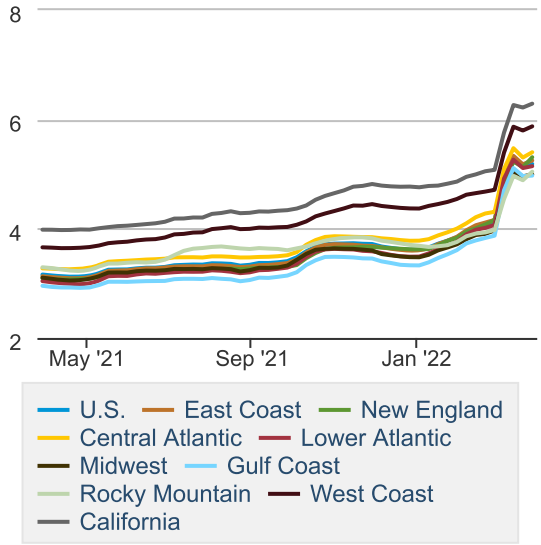
(dollars per gallon)



Source: U.S. Energy Information Administration

On-Highway Diesel Fuel Prices

(dollars per gallon)



Source: U.S. Energy Information Administration

Details...

Procedures, Methodology, & Measures of Sampling Variability

Gasoline

Standard Errors

Diesel fuel
Coefficients of Variation

Geographical

Gasoline:

- Gasoline prices by region
- Reformulated gasoline map
- Map of states in each region
- EIA city and state gasoline areas
- Gasoline city definitions

Diesel Fuel:

- Map of states in each region

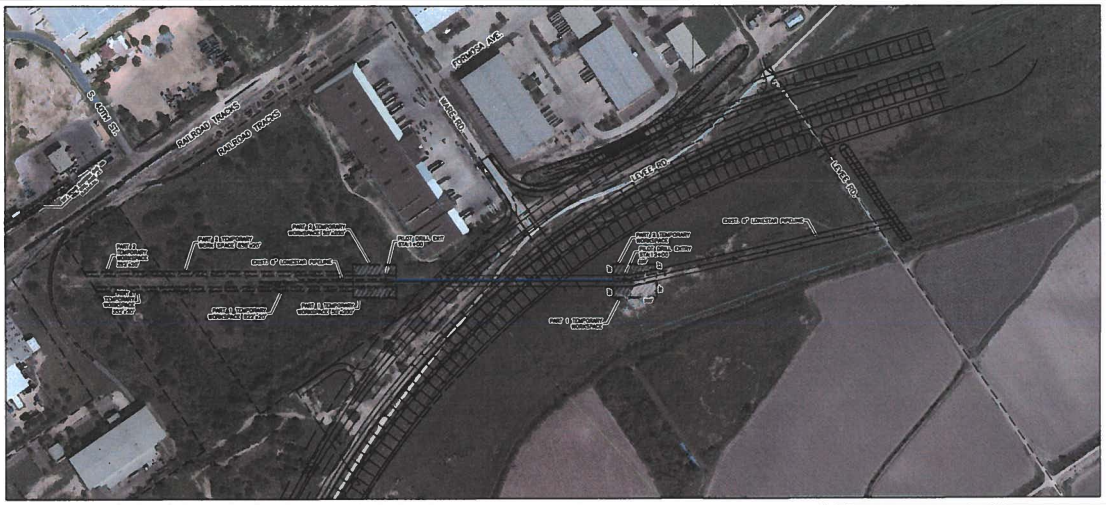
Other

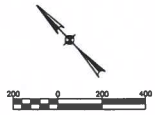
Pump methodology and data history
Federal and state motor fuel taxes
Regular gasoline prices adjusted for inflation
Diesel fuel prices adjusted for inflation

What's up (and down) with gasoline prices?

How do I calculate/find diesel fuel surcharges?

See all FAQs on Diesel Fuel
FAQs for EIA-888 survey





LEGEND
- CONSTRUCTION ACCESS ROUTE
- HDD ENTRY/EXIT
- TEMPORARY WORKSPACE
- ADDN'L TEMPORARY WORKSPACE

PIPELINE SPECIFICATIONS:
1. EXISTING = 8.625" X 0.250" X API 5L X-42 (SMLS)
2. PROPOSED = 8.625" X 0.322" X API 5L X-52 (SMLS)
3. OPERATING CLASS 1 / DESIGN CLASS 2 PER CFR 192.111
4. MAOP = 1,000 PSI
5. REFER TO HDD PLAN & PROFILE FOR BILL OF MATERIALS.

GENERAL NOTES:

1. PIPELINES TO HAVE A MINIMUM COVER OF 36 INCHES BELOW GRADE AND 48 INCHES COVER BELOW PROPOSED ROADWAY AND DITCH.
2. POWER POLES LOCATED IN THE PROXIMITY OF THE TRENCH SHALL BE SECURED BY THE POWER COMPANY (POWER POLE OWNER) DURING EXCAVATION UNTIL TRENCH HAS BEEN BACKFILLED AND COMPACTED AND/OR THE POWER COMPANY DETERMINES IS SAFE TO UN-SECURE THE POLE. CONTRACTOR RESPONSIBLE TO COORDINATE AND SCHEDULE WORK WITHIN THE POWER COMPANY.
3. THE PLANS IDENTIFY AND PROVIDE LABELS FOR EXISTING UTILITIES (WATER, SANITARY, SEWER, TELEPHONE CABLE, GAS, POWER, TV CABLE, AND/OR OTHER SPECIFICALLY LABELED UTILITY). LABELED UTILITIES WERE PLOTTED UTILIZING DIRECT FIELD INFORMATION AS SPOTTED BY UTILITY LOCATOR SERVICES. THE CONTRACTOR IS RESPONSIBLE TO REQUEST UTILITY SPOTTING AND CONTACT ALL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION AND ELEVATION OF EXISTING UTILITY LINES LOCATED WITHIN THE CONSTRUCTION AREA EITHER ADJACENT OR ACROSS FROM THE PROPOSED PIPELINE ALIGNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPAIRING UTILITIES DAMAGED BY THE CONTRACTOR'S EQUIPMENT OR PERSONNEL.
4. EXCAVATION PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND INTERPRETATIONS, 29 CFR 1926, SUBPART P, "EXCAVATIONS". CONTRACTOR TO FURNISH ALL NECESSARY EQUIPMENT, TOOLS, MANPOWER, AND MATERIAL INCLUDING BUT NOT LIMITED TO SHEET PILES, METAL PLATES, TRENCH BOXES, AND/OR OTHER NECESSARY MATERIALS REQUIRED TO INSTALL BRACING TO SAFELY SECURE GROUND EXCAVATIONS WITH VERTICAL OR UNSTABLE EXCAVATION FACES. THIS ITEM IS APPLICABLE TO TRENCHES FIVE (5) FEET OR DEEPER
5. STREETS SHALL REMAIN OPEN TO THRU TRAFFIC DURING CONSTRUCTION, AND HOLD DRIVEWAY INTERFERENCE TO A MINIMUM. BARRICADES, GUARDRAILS, AND WARNING SIGNS SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND GENERALLY BE LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT, AND TO ASSURE AN EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES DURING CONSTRUCTION. CONTRACTORS RESPONSIBLE FOR FURNISHING ALL NECESSARY BARRICADES, CHANNELIZING DEVICES, SIGNS, AND TRAFFIC MANPOWER NEEDED FOR PROPER TRAFFIC CONTROL AND MANAGEMENT. TRAFFIC CONTROL WILL BE NEEDED WHEN WORKING NEAR OR ADJACENT TO EXISTING ROADS, INCLUDING BUT NOT LIMITED TO WARE ROAD.
6. SURVEY DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), U.S. SURVEY FEET. ALL DISTANCES ARE REPRESENTED AS GRID VALUES, MEASURED IN U.S. SURVEY FEET, AND ARE BASED UPON SAID HORIZONTAL DATUM.
7. PRIOR TO PIPE PULL BACK AND INSTALLATION, CONTRACTOR SHALL PROVIDE ACTUAL DRILL PROFILE FOR REVIEW AND APPROVAL.
8. CONTRACTOR SHALL FOLLOW CONSTRUCTION ACCESS AS ILLUSTRATED AND MAINTAIN ACCESS IN SERVICEABLE CONDITION.

NOTE:
SAENZ OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
TEXAS 811

STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P.O. BOX 1108
ROSENBERG, TEXAS 77471
PH - 832-491-8656
TBPE FIRM NO F-15144

8" LONESTAR PIPELINE RELOCATION MAINTENANCE PROJECT MITIGATION FOR 365 TOLL PROJECT - U-0032-028 HIDALGO COUNTY, TEXAS

LONESTAR PIPELINE

NO.	REVISION	DRAWN	CHECKED	APPROV.	DATE
1	ISSUED FOR REVIEW	MBR	AS	AS	08/27/2021
2	ISSUED FOR BID	MBR	AS	AS	01/11/2022

DRAWING SCALE	AS NOTED		APPROVED
DRAWN BY	MBR	09/27/2021	DATE
CHECKED BY	AS	09/27/2021	PROJECT #
APPROVED BY	AS	09/27/2021	
DOCUMENT CONTROL #			DRAWING NUMBER

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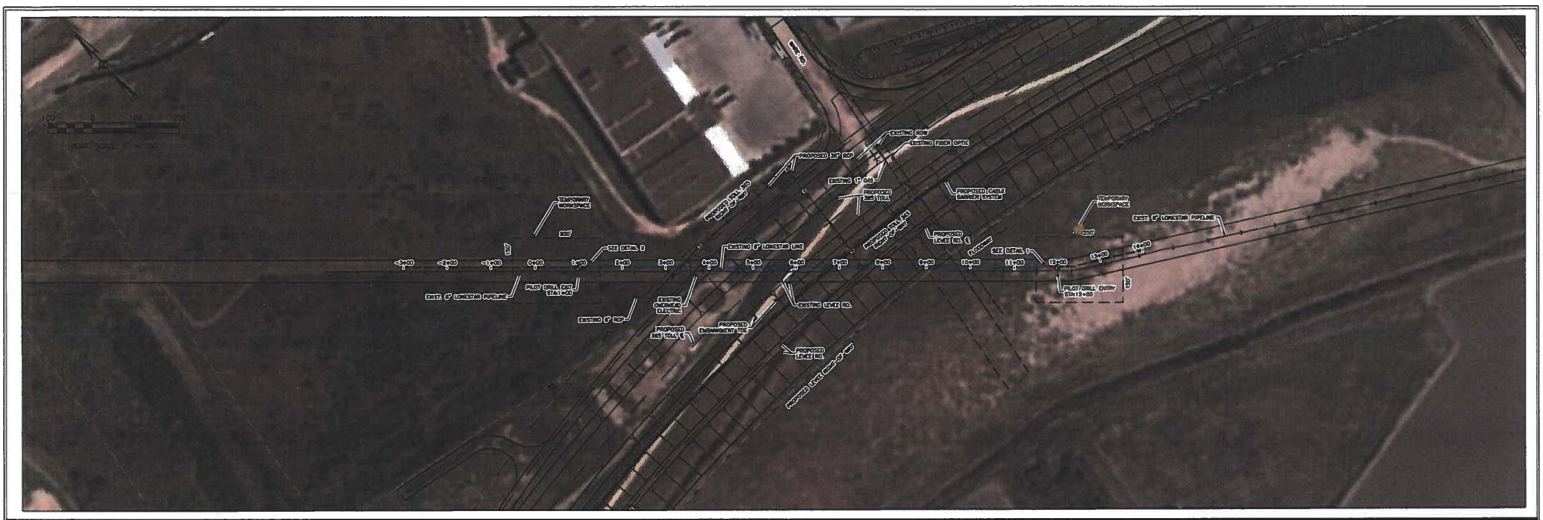

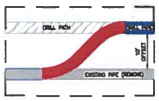

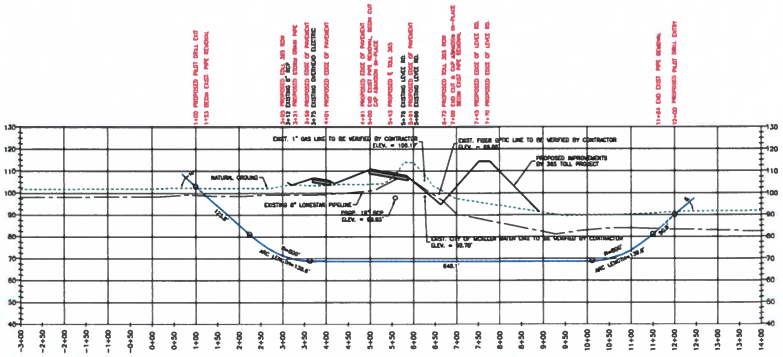

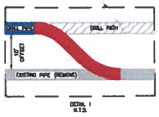

QTY	UOM	B.O.M. DESCRIPTION
1,270	FT	PIPE, 8.625"OD, 0.322" WT, X-56, SR, API 5L-PSL2, GR X52, I+II+III, MLS, PSL 2, 50 WALL AND COMPLETE MILL DOCUMENTS MUST BE CERTIFIED, MUST BE CERTIFIED MADE IN THE USA.
65	FT	PIPE, 8.625"OD, 0.322" WT, X-56, SR, API 5L-PSL2, GR X52, I+II+III, MLS, PSL 2, SOUR SERVICE, 50 WALL AND COMPLETE MILL DOCUMENTS MUST BE CERTIFIED, MUST BE CERTIFIED MADE IN THE USA.
4	EA	BLIND FLANGE, 8" 600 LB RF, ASTM A105, MUST BE CERTIFIED MADE IN THE USA.
1	EA	TEE, REINFORCED, 16" 600 LB RF X 8" 600 LB RF, ASTM A105, MUST BE CERTIFIED MADE IN THE USA.

NOTE:
SAENZ OIL & GAS SERVICES, LLC AND ITS CLIENTS MAKE NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTORS TO IDENTIFY, LOCATE, AND COORDINATE WITH OWNERS DURING THE CROSSING OF ANY SUCH UNDERGROUND UTILITIES, PIPELINES, OR OBSTRUCTIONS AND PROTECT SUCH UTILITIES, PIPELINES OR OBSTRUCTIONS FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL COMPLY WITH THE STATE OF TEXAS ONE-CALL REQUIREMENTS.

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STATE OF TEXAS
ALFREDO SAENZ JR.
102364
LICENSED
PROFESSIONAL ENGINEER

12 January 2022

ISSUED FOR BID

SAENZ OIL & GAS SERVICES
P O BOX 1108
ROSENBERG TEXAS 77471
PH - 832-491-8656
TBPE FIRM NO F-15144

NO.	REVISION	DRAWN	CHECKED	APPRVD	DATE
1	ISSUED FOR REVIEW	RBM	AS	AS	09/XX/2021
2	ISSUED FOR BID	RBM	AS	AS	01/11/2022

8" LONESTAR PIPELINE RELOCATION
MAINTENANCE PROJECT MITIGATION FOR
365 TOLL PROJECT – U-0032-028
HIDALGO COUNTY, TEXAS

LONESTAR PIPELINE

DRAWING SCALE	AS NOTED
DRAWN BY	RBM 09/17/2021
CHECKED BY	AS 09/21/2021
APPROVED BY	AS 09/XX/2021
DOCUMENT CONTROL #	
APPROVED	
DATE	
PROJECT #	
DRAWING NUMBER	

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CIVCAS

Browse Bids

8" LONESTAR PI

General Edit

Bid R

Download Bid

Apparent L

Bi

1 St Su

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3 Ve Su

Release

Release

Bid Summa

Estimate: $

Bidders: 3

AMLT $: $2

AMLT %: 5

Avg. Bid: $

Bids Opened On:

Bid Folder

View Download

View Download

View Download

Add Paper Bid

Bid Folder

Bidder Contact Information

Company: Strike, LLC
Name: Strike Bids
Phone: 7133893631
Address: 1800 Hughes Landing Blvd., Ste 500 , Spring, TX 77380
Email: bids@strikeusa.com

Bid Form_Bid Total: $398,922.00

Item No.	Description	Unit	Qty	Unit Price	Extended Price
Base Bid					
Empty					
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1,270	$60.20	$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	$50.00	$3,000.00
180	Miscellaneous Materials	LS	1	$2,860.00	$2,860.00
200	Freight and Tax	LS	1	$11,090.00	$11,090.00
300	Mobilization	LS	1	$7,500.00	$7,500.00
400	Direct Labor/ Supervision	LS	1	$150,152.00	$150,152.00
500	Direct Equipment	LS	1	$66,260.00	$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	$46,736.00	$46,736.00
700	Water Supply / Hauling Contractor	LS	1	$8,625.00	$8,625.00
800	NDT Inspection Contractor	LS	1	$8,625.00	$8,625.00
900	Nitrogen Supply Contractor	LS	1		
1000	Rental Equipment	LS	1	$10,120.00	$10,120.00
1100	Demobilization	LS	1	$7,500.00	$7,500.00

Empty Subtotal: $398,922.00

Base Bid Total: $398,922.00

PROJECT:

8" LONESTAR PIPELINE RELOCATION MAINTENANCE MITIGATION PROJECT FOR HCRMA 365 TOLL PROJECT

U-0032-028 CSJ: 0921-02-368

BIDDER:

Strike, LLC

TOTAL BID:

$398,922.00

COMPLETION TIME:

Not Required

BIDDER INFO:

1800 Hughes Landing Blvd., Ste 500
Spring,TX 77380
P: 7133893631
F:

BID TOTALS

BASE BID	Total
Empty	$398,922.00
Total	$398,922.00

Empty					
No.	Description	Unit	Qty	Unit Price	Ext Price
100	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE + ARO Coating	LF	1270	$60.20	$76,454.00
150	8" X 0.322 API 5L-PSL2 X 52 Line Pipe with FBE Coating	LF	60	$50.00	$3,000.00
180	Miscellaneous Materials	LS	1	$2,860.00	$2,860.00
200	Freight and Tax	LS	1	$11,090.00	$11,090.00
300	Mobilization	LS	1	$7,500.00	$7,500.00
400	Direct Labor/ Supervision	LS	1	$150,152.00	$150,152.00
500	Direct Equipment	LS	1	$66,260.00	$66,260.00
600	Horizontal Directional Drill Contractor	LS	1	$46,736.00	$46,736.00
700	Water Supply / Hauling Contractor	LS	1	$8,625.00	$8,625.00
800	NDT Inspection Contractor	LS	1	$8,625.00	$8,625.00
900	Nitrogen Supply Contractor	LS	1	$0.00	$0.00
1000	Rental Equipment	LS	1	$10,120.00	$10,120.00
1100	Demobilization	LS	1	$7,500.00	$7,500.00
					Subtotal: $398,922.00

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
SOW Addendum 1	03/03/2022 18:18:51 PM
20220221 TOC Specifications - Special Provisions ADDENDUM 2	03/03/2022 18:18:51 PM
ADDENDUM NO. 3	03/03/2022 18:18:52 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Bid Docs	Bid Proposal Documents (Plans and Specs)	2/11/22 11:10:04 AM
Addenda	SOW Addendum 1	2/21/22 10:35:35 AM
Addenda	20220221 TOC Specifications - Special Provisions ADDENDUM 2	2/21/22 2:47:18 PM
Other	Lonestar Pipeline Relocation Prebid Meeting 20220216	2/16/22 2:47:48 PM
Addenda	ADDENDUM NO. 3	2/28/22 10:48:11 AM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 44

APPROVAL OF AN AGREEMENT FOR CONTINUING DISCLOSURE SERVICES BETWEEN HTS CONTINUING DISCLOSURE SERVICES, A DIVISION OF HILLTOP SECURITIES INC. AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of June 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on July 27, 2021, the Authority extended the agreement with Hilltop Securities Inc. (the "Financial Advisor") to provide Financial Advisory Services; and

WHEREAS, on February 10, 2022, the Authority issued $151,650,344.75 in Senior Lien Toll and Vehicle Registration Fee Revenue Bonds Series 2022A and $63,884,707.35 Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bonds, Series 2022B (the "Bonds"); and

WHEREAS, the Authority has determined it is necessary to enter into an additional agreement with the Financial Advisor through its affiliate HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc. (the "Contractor") to provide continuing disclosure services, including the annual, quarterly, and other reports required by the delivery sale and delivery of the Bonds, and any other bonds, notes, certificates, or other obligations of the Authority;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the Continuing Disclosure Services Agreement (the "Agreement") between HTS Continuing Disclosure Services, A Division of Hilltop Securities Inc. and the Hidalgo County Regional Mobility Authority hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Agreement.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of June, 2022, at which meeting a quorum was present.

Forrest Runnels, Vice Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTINUING DISCLOSURE SERVICES AGREEMENT

AGREEMENT
FOR
CONTINUING DISCLOSURE SERVICES
BY AND BETWEEN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, TEXAS
(HEREINAFTER REFERRED TO AS THE "ISSUER")

AND
HTS CONTINUING DISCLOSURE SERVICES,
A DIVISION OF HILLTOP SECURITIES INC.

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc. ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:

a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;

b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;

c. assist the Issuer in preparing the presentation of such information, to include Annual Reports and Quarterly Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and Material Event Notices concerning the occurrence of the specified Events and other items listed below:

1) Principal and interest payment delinquencies
2) Non-payment related defaults
3) Unscheduled draws on debt service reserves reflecting financial difficulties
4) Unscheduled draws on credit enhancements reflecting financial difficulties
5) Substitution of credit or liquidity providers, or their failure to perform

6) Adverse tax opinions or events affecting the tax-exempt status of the security
7) Modifications to rights of security holders
8) Bond calls and tender offers
9) Defeasances
10) Release, substitution, or sale of property securing repayment of the securities
11) Rating changes
12) Bankruptcy, insolvency, receivership or similar proceeding
13) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
14) Appointment of a successor or additional trustee or the change of the name of a trustee
15) Incurrence of a financial obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect security holders
16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties
17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, Quarterly Reports, notices and audited annual financial statements to the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1. $3,500 per year for assistance in review of each annual and quarterly report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings, or

2. $5,000 per year for assistance in preparation and distribution of each annual and quarterly report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with EMMA, and Material Event Notice Filings.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.

d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.

e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.

f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.

h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.

i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever, including attorneys' fees and expenses ("Losses and Expenses") that Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such Losses and Expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In the event that such Losses and Expenses are attributable to the concurrent negligence or other fault of both the Issuer and Continuing Disclosure Services, each party shall bear proportionate responsibility for the degree of negligence or other fault attributable to each. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. Bonds Issued Subsequent to Agreement: The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. Effective Dates of Agreement: This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

9. Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577
Pilar Rodriguez
Executive Director
Phone: (956) 402-4762
Fax: (956) 475-3451
Email: prodriguez@hcrma.net

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

717 North Harwood Street, Suite 3400
Dallas, Texas 75201
Attention: Tanya Calvit
Senior Vice President-Continuing Disclosure Manager
Phone: (214) 953-4037
Fax: (214) 953-4050
Email: tanya.calvit@hilltopsecurities.com

10. Choice of Law: This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

11. Acceptance of Agreement

This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

By _____
Lou Ann Heath
Managing Director

By _____
Tanya Calvit
Senior Vice President-Continuing Disclosure Manager

Date _____

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Issuer, on this the _____ day of _____, **2022**.

By _____
Authorized Representative

_____
Title

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY BOARD RESOLUTION No. 2022-45

RESOLUTION 2022- 45 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 WITH L&G CONSULTING ENGINEERS TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2

THIS RESOLUTION is adopted this 23rd day of August, 2022, 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 on September 28, 2021 the Authority approved Resolution 2021-36 awarding Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project; and,

WHEREAS approved Resolution 2021-37 Approval of Work Authorization 1 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of $2,765,349.03 for the 365 Tollway Project; now

WHEREAS the Authority finds it necessary to approve Resolution 2022-42 Approval of Award of Work Authorization 2 to the Professional Service Agreement with L&G Consulting Engineers, Inc., for Construction Material Testing in the amount of $51,023.48 for the 365 Tollway Project Contract by and between the L&G Consulting Engineers, INC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services on Segment 1 of phase II, 365 Toll project.

WHEREAS the Authority finds it necessary to approve Resolution 2022- 45 – Consideration and Approval of Contract Amendment Number 1 with L&G Consulting Engineers to increase the maximum payable amount for Work Authorization Number 2.

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 increase the maximum payable amount to the Professional Service Agreement with L&G Consulting Engineers, Inc., to the amount of $2,816,372.51 for the 365 Tollway Project Contract for Construction Material Testing Services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract amendment for Construction Material Testing with between L&G Consulting Engineers, INC, as approved by the Board.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THEBOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment 1
to
Main
Professional Service Agreement
with
between L&G Consulting Engineers, INC,.
For
Construction Material Testing Services

CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES
AGREEMENT FOR CONSTRUCTION MATERIALS TESTING SERVICES

THIS CONTRACT AMENDMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation & Article V Work Authorizations 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 Engineering Consulting Engineers (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 increase the amount payable under this contract from $2,765,349.03 to $2,816,372.51 for a total increase of $51,023.48 due to additional scope and effort outlined in Work Authorization No. 2.

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)
Jacinto Garza, PE	Pilar Rodriguez, P.E.
Principal	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-46

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR
ASCENCION ALONZO, CHIEF FINANCIAL OFFICER

THIS RESOLUTION is adopted this 23rd day of August, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the 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 June 21-22, 2022, the Chief Financial Officer, an investment officer 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 presented by the University of North Texas Center for Public Management held June 21-22, 2022.

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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 August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

Ezequiel Reyna J.

University of North Texas Center for Public Management

and

Government Treasurers' Organization of Texas

Co-Sponsored by El Paso County

Certificate of Attendance

presented to

Ascencion Alonzo

For completion of training on the Texas Public Funds Investment Act and related investment issues

June 21, 2022..... 5 hours
June 22, 2022..... 5 hours

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2022- 47

APPROVING DESIGNATION OF THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of August, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, in accordance with the Rio Grande Valley Metropolitan Planning Organization Bylaws and Operating Procedures; the Chairman of the Hidalgo County Regional Mobility Authority serves as the defacto official member of the Metropolitan Planning Organization Policy Board; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization Bylaws and Operating Procedures; further stipulate that one (1) Director of the Hidalgo County Regional Mobility Authority may be appointed to serve as alternate members of the Metropolitan Planning Organization 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 of Directors hereby appoints Chairman, S. David Deanda, Jr., as the primary member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.

Section 3. The Board of Directors hereby appoints Director, Forrest Runnels, as the alternate member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.

Section 4. The Board of Directors hereby appoints Pilar Rodriguez, Executive Director, and Ramon Navarro IV, Chief Construction Engineer, as designate proxies for the primary and alternate members with all appropriate privileges assigned.

* * *

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 August, 2022, which meeting a quorum was present.

S David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2022

Name of City/County/ Entity: Hidalgo County Regional Mobility Authority

Name of Designee: Chairman S. David Deanda

Name of Alternate: Vice Chairman Forrest Runnels

List 3 Proxies: Pilar Rodriguez, Executive Director

Ramon Navarro, IV Chief Construction Engineer

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 under Chapter 305, Government Code;
3) Another legislative member of the policy board; or
4) A locally elected official.

Authorization Signature

7/6/2022
Date

RGV Metropolitan Planning Organization
Technical Advisory Committee
Fiscal Year 2022

Name of City/County/ Entity: Hidalgo County Regional Mobility Authority

Name of Designee: Ramon Navarro, IV, Chief Construction Engineer

Name of Alternate: Pilar Rodriguez, PE

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

7/6/2022
Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 48

APPROVAL OF ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH HILLTOP SECURITIES, INC. TO PROVIDE FINANCIAL ADVISORY SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of August 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on 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, on July 27, 2021, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, the Board has determined it is necessary to exercise a one-year extension to the Financial Advisory Service Agreement with Hilltop Securities;

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 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 to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority, 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 23rd day of August, 2022, 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.
DATED
AUGUST 23, 2022

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 WITH

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)

11th EXTENSION DATED JULY 30, 2022

ONE-YEAR EXTENSION EFFECTIVE AUGUST 23, 2022

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 2022- 49

APPROVING AN AMENDMENT TO THE 365 TOLLWAY WETLAND MITIGATION CONSERVATION EASEMENT IN FAVOR OF THE VALLEY LAND FUND TO INCLUDE A STEWARDSHIP AGREEMENT

THIS RESOLUTION is adopted this 23rd day of August, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, 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, on August 24, 2021, the Board approved Resolution 2021-34 approving the open space and environmental values described in the Conservation Easement;

WHEREAS, the Board now finds it to be in the best interest of the Authority to amend the 365 Tollway wetland mitigation conservation easement in favor of the Valley Land Fund to include a Stewardship Agreement to provide monitoring services for the site for a period of five (5) years. The cost for the Valley Land Fund to provide the monitoring services is $28,000.00;

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 authorizes the Executive Director, upon notice of the Valley Land Fund Inc.'s authorization to accept the Stewardship Agreement as part of the Conservation Easement, to execute the Stewardship Agreement, 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 23rd day of August, 2022 at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

STEWARDSHIP AGREEMENT

BETWEEN

VALLEY LAND FUND

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT

This Agreement is entered into this ___ day of August, 2022, by and between VALLEY LAND FUND, INC., a Texas non-profit corporation ("VLF"), 2400 North 10th Street, Suite A, McAllen, Texas 78501, and the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas operating pursuant to Chapter 370 of the Texas Transportation Code (the "Authority"), 203 W. Newcombe Avenue, Pharr, Texas 78577, each situated in Hidalgo County, Texas.

Recitals

WHEREAS, the Authority is constructing the 365 Tollway Project in Hidalgo County, Texas;

WHEREAS, the Authority has acquired certain real property along the toll road project to serve as a wetland mitigation site as required by the United States Army Corps of Engineers ("USACE"). A copy of the survey and legal description of said mitigation site is attached hereto as Exhibit "A";

WHEREAS, VLF and the Authority have entered into that certain Conservation Easement dated July 21, 2022, recorded as Document No. 3364918, in the Official Records of the Hidalgo County Clerk, which is attached hereto as Exhibit "B" so that VLF may confirm that the Authority complies with the terms of its wetland mitigation requirements established by the USACE; and

WHEREAS, the Authority has paid the sum of $28,000.00 to VLF in consideration of the costs, fees, expenses, including but not limited to, a stewardship agreement associated with VLF's obligations under the Conservation Easement; and

WHEREAS, in order for both parties to obtain the full benefit of the Conservation Easement, the parties hereto have agreed as follows, to-wit:

1. VLF shall establish the baseline values and monitor the site for no less than five (5) consecutive years;

2. The consideration paid by the Authority to VLF in connection with the Conservation Easement represents a payment if full in consideration for the services to be rendered by VLF through the term of no less than five (5) years; and

3. The parties may agree to extend the term of the stewardship agreement, upon terms and conditions subsequently agreed to by the parties to this agreement.

Miscellaneous Provisions

A. Notices. Any notice required by or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, e-mail, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

B. Attorney's fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

C. Entire Agreement. This agreement, its exhibits, and any closing documents delivered at closing of the real estate purchases are the entire agreements of the parties concerning the sale and purchase of the properties by the undersigned. There are no other

representations, warranties, agreements, or promises pertaining to the properties or the sale of the properties by either party.

D. Amendment. This agreement may be amended only by an instrument in writing signed by the parties.

E. Prohibition of Assignment. Neither party may assign this agreement or any of their rights and obligations under it without the other party's prior written consent, which neither party has an obligation to grant and which, if granted may be conditioned in any manner such party deems appropriate, and any attempted assignment without the other party's consent is void. The consent by a party to any assignment will not release the other party of its obligations under this contract, and the other party and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.

F. Survival. The provisions of this agreement expressly survive the three real estate purchases and closings, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the closing documents and this agreement, this agreement will control.

G. CHOICE OF LAW; VENUE. THIS AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN THE COUNTY FOR PERFORMANCE.

H. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

I. No Third-Party Beneficiaries. There are no third-party beneficiaries of this agreement.

J. Severability. If a provision in this agreement is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

K. Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this agreement.

L. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

M. Counterparts. If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

N. Confidentiality. This agreement, the real estate transactions, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist either party. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

O. Binding Effect. This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
PILAR RODRIGUEZ, Executive Director

VALLEY LAND FUND

By: _____
DEBRALEE RODRIGUEZ, Executive Director

Exhibit “A”

Exhibit “B”

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 21 day of July, 2022, 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 as wetlands mitigation in the Mitigation Plans for the Proposed 365 Project, Hidalgo County, Texas, and required under Permit SWG-2013-00175 issued by the U.S. Department of the Army, and incorporated herein as **Exhibit "B"** (the "Baseline Inventory Report"), which consists of reports, maps, photographs, and other documentation that the parties agree will provide an objective information baseline for monitoring compliance with the terms of this grant. Grantor and Grantee shall deem the Conservation Values will take effect six (6) months from the commencement of construction under the Permit described herein, provided that the commencement of construction date and/or the construction project contemplated by said Permit and/or Grantor are not delayed due to any unforeseen reason, condition, and/or event that operates to cause a delay in the commencement date and/or construction project, and said delays are approved, in writing, by the Department of the United States Army Corps of Engineers.

WHEREAS, the specific Conservation Values of the Easement Area are documented in an inventory of relevant features of the Easement Area which will be effective six months from the start of construction an no later than July 1, 2023, unless an extension of the effective date is approved by the U.S. Army Corps of Engineers Galveston District ("SWG"). This "Baseline Inventory Report" will be annexed to and incorporated into an amended version of this instrument, as Exhibit "B" and will consist of reports, maps, photographs, and other documentation that the parties agree will 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 November 9, 2021; 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, with an indemnification under contract endorsement in favor of Grantee, and waive subrogation in favor of Grantee. Grantor shall keep the Easement Area free of any liens. Provided Grantee conducts any improvements, including the planting of shrubs and fauna, for at least until the anniversary hereof, Grantee for itself and on behalf of its members, directors,

officers, employees, agents 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 naming Grantor as its additional insured, and a waiver of subrogation in favor of Grantor. Throughout the term Easement, Grantor may require for proof of same insurance from independent contractors working on behalf of Grantee entering the Easement Area.

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 25th day of July, 2022, by **PILAR RODRIGUEZ**, in his capacity as Executive Director of **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**.

IVONNE RODRIGUEZ
Notary Public, State of Texas
Comm. Expires 04-22-2024
Notary ID 125890277

_____
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 22nd day of July, 2022, by **DEBRALEE RODRIGUEZ**, in her capacity as Executive Director of **VALLEY LAND FUND, INC., a Texas non-profit corporation**.

CASSANDRA BROWN
My Notary ID # 130221954
Expires May 11, 2023

_____
Notary Public, State of Texas

PREPARED BY:

LAW OFFICE OF RICHARD A. CANTU, P.C.
6013 N. 10th Street
McAllen, Texas 78504

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

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;

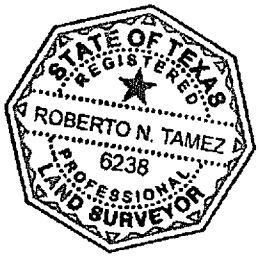
S 16° 29' 25" W a distance of 45.00 feet to a No. 4 rebar set for an outside corner of this tract;

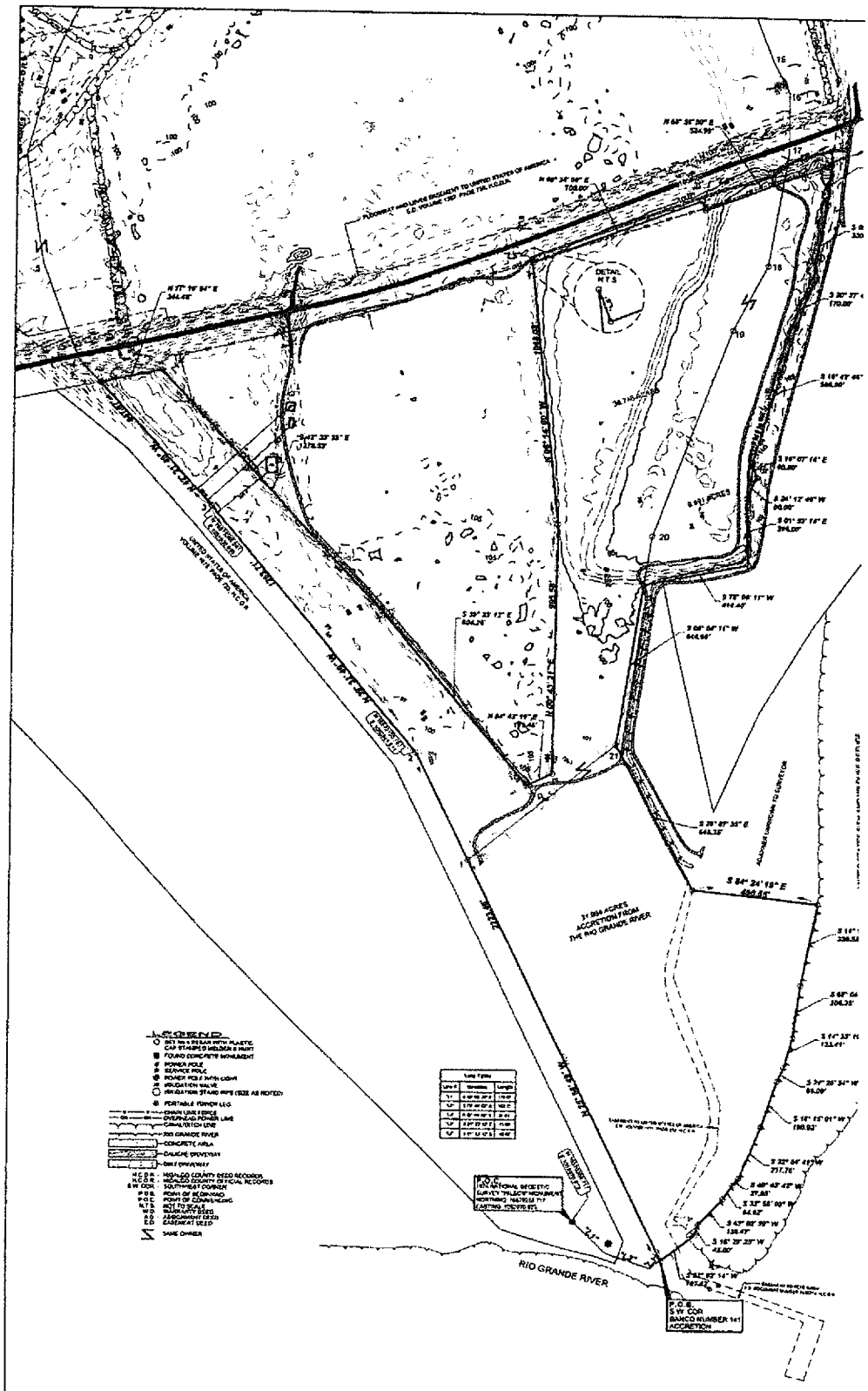
26. THENCE, S 52° 02' 14" W a distance of 167.42 feet to the POINT OF BEGINNING and containing 80.201 acres of land, more or less.

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;

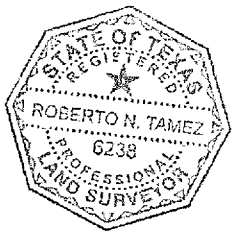
14. THENCE, S 01° 52' 14" E a distance of 266.00 feet to a No. 4 rebar set for an outside corner of this tract;

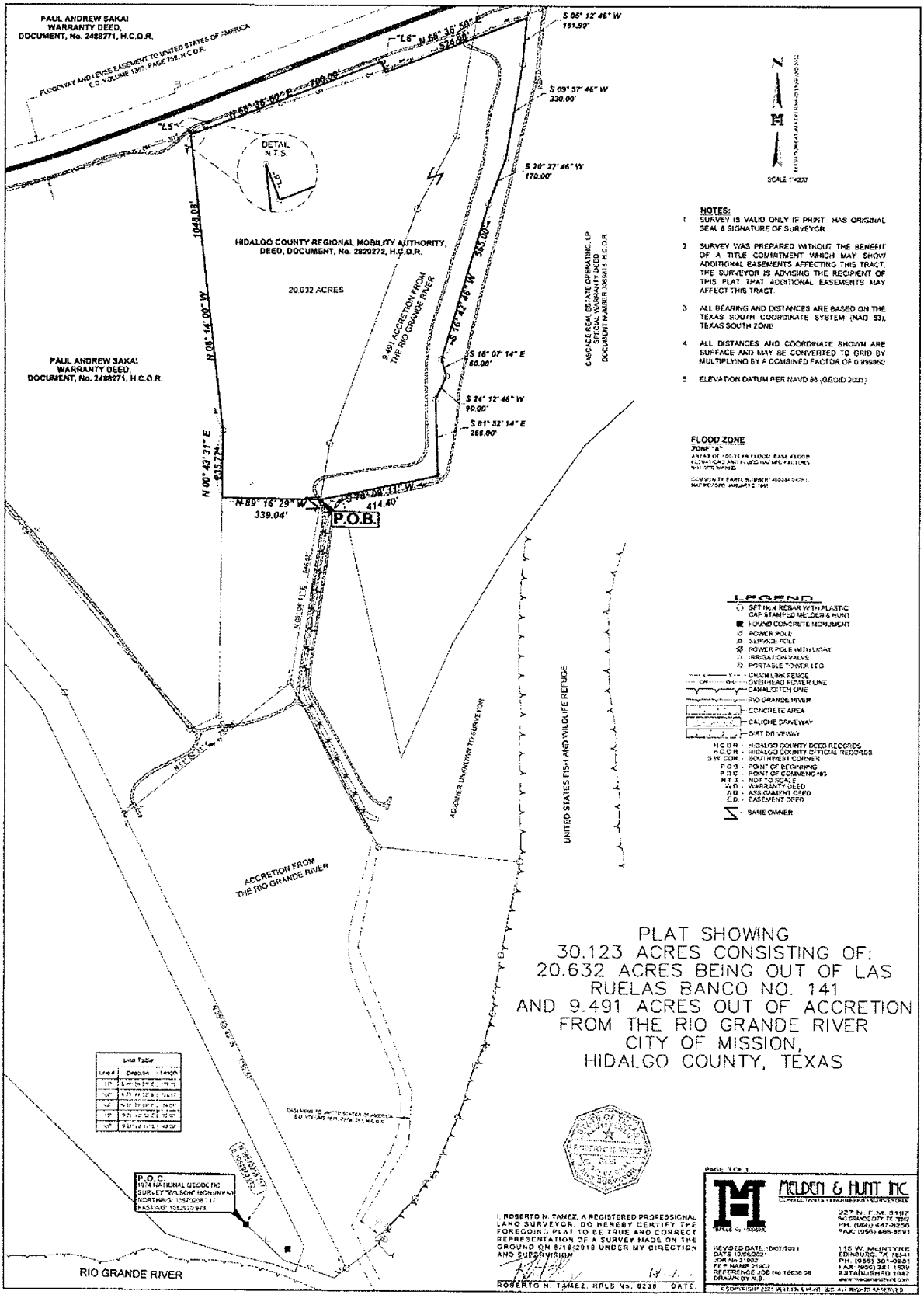
15. THENCE, S 78° 09' 11" W a distance of 414.40 feet to the POINT OF BEGINNING and containing 30.123 acres of land, more or less

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: 11/15/2016




PAUL ANDREW SAKAI
WARRANTY DEED,
DOCUMENT, No. 2488271, H.C.O.R.
FLOODWAY AND LEVEE EASEMENT TO UNITED STATES OF AMERICA
E.D. VOLUME 1397, PAGE 758, H.C.O.R.
"L6" N 68° 35' 50" E 524.98'
"L5" N 68° 35' 50" E 100.00'
DETAIL
N.T.S.
S 05° 12' 46" W 161.99'
S 09° 37' 46" W 330.00'
S 20° 27' 46" W 170.00'
1049.08'
N 05° 14' 00" W
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
DEED, DOCUMENT, No. 2820272, H.C.O.R.
20.632 ACRES
9.491 ACRETION FROM
THE RIO GRANDE RIVER
S 15° 12' 46" W 585.00'
CASCADE REAL ESTATE OPERATING, LP
SPECIAL WARRANTY DEED
DOCUMENT NUMBER 1305815 H.C.O.R.
S 15° 07' 14" E 80.00'
S 24° 12' 46" W 90.00'
S 81° 52' 14" E 268.00'
PAUL ANDREW SAKAI
WARRANTY DEED,
DOCUMENT, No. 2488271, H.C.O.R.
N 00° 43' 31" E 835.72'
N 89° 16' 29" W 339.04'
S 78° 08' 11" W 414.40'
P.O.B.
ADJOINER UNKNOWN TO SURVEYOR
UNITED STATES FISH AND WILDLIFE REFUGE
ACCRETION FROM
THE RIO GRANDE RIVER
P.O.C.
1974 NATIONAL GEODETIC
SURVEY "WILSON" MONUMENT
NORTHING: 16570938.11'
EASTING: 1052910.973'
RIO GRANDE RIVER
N
SCALE 1"=200'
NOTES:
1 SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR
2 SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
3 ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE
4 ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999860
5 ELEVATION DATUM PER NAVD 88 (GEOID 2003)
FLOOD ZONE
ZONE "A"
LEGEND
SET No. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
FOUND CONCRETE MONUMENT
POWER POLE
SERVICE POLE
POWER POLE WITH LIGHT
IRRIGATION VALVE
PORTABLE TOWER LEG
CHAIN LINK FENCE
OVERHEAD POWER LINE
CANAL/DITCH LINE
RIO GRANDE RIVER
CONCRETE AREA
CALICHE DRIVEWAY
DIRT DRIVEWAY
HCDR - HIDALGO COUNTY DEED RECORDS
HCOR - HIDALGO COUNTY OFFICIAL RECORDS
SW COR - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
N.T.S. - NOT TO SCALE
W.D. - WARRANTY DEED
A.D. - ASSIGNMENT DEED
E.D. - EASEMENT DEED
- SAME OWNER
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
I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 5/18/2016 UNDER MY DIRECTION AND SUPERVISION
ROBERTO N. TAMEZ, RPLS No. 6238 DATE:
PAGE 3 OF 3
MELDEN & HUNT INC
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH. (956) 487-9250
FAX: (956) 486-8591
115 W. McINTYRE
EDINBURG, TX 78541
PH. (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
REVISED DATE: 10/07/2021
DATE: 10/06/2021
JOB No. 21002
F.B. NAME: 21002
REFERENCE JOB No. 16636.00
DRAWN BY: V.G.
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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-50

RESOLUTION 2022-50– CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 4 TO WORK AUTHORIZATION NUMBER 2 WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION FOR ENGINEERING SUPPORT FOR THE 365 TOLL PROJECT

THIS RESOLUTION is adopted this 23rd day of August 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, the Authority finds it necessary to consider for approval Resolution 2022-50 Work Authorization 2 Supplemental Agreement 4 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension through June 30, 2023 for general engineering consulting services for project letting management and oversight on the Hidalgo County Regional Mobility Authority 365 Toll project.

****

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization 2 Supplemental 4 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority **June 30, 2023,** hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 2 Supplemental 4 to the Professional Services Agreement.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 2 SUPPLEMENTAL 4
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 2
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION 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).

The following terms and conditions of Work Authorization No. **2** are hereby amended as follows:

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on **June 30, 2023**, 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.

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)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-51

RESOLUTION 2022-51 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 3 WITH HDR ENGINEERING, INC. FOR TOLL SYSTEM INTEGRATION PROCUREMENT SUPPORT FOR THE 365 TOLLWAY.

THIS RESOLUTION is adopted this 23rd day of August 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, the Authority finds it necessary to consider for approval Resolution 2022-51 Work Authorization 3 Supplemental Agreement 2 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $88,206.93 for general engineering consulting services for TMS Assessment, Toll Integrator Project procurement and amending documents to incorporate the HCRMA overweight /oversize program on the 365 Toll project.

***

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization 3 Supplemental 2 to the Professional Services Agreement with HDR Engineering, Inc. for an increase in cost of $88,206.93 for engineering consulting services to the 365 Toll Project of Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 3 Supplemental 2 to the Professional Services Agreement.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 3 SUPPLEMENTAL 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 3
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION 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).

The following terms and conditions of Work Authorization No. **3** are hereby amended as follows:

PART II. The maximum amount payable under this Supplemental Agreement is **$88,206.93** 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 GEC's estimated Supplemental Agreement costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Supplemental Agreement.

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on **06/30/2023,** 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. **3** 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 GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Vice President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Sub Provider Monitoring System Commitment Agreement

EXHIBIT C
SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT

The below scope contains scope elements previously approved in grey, and new scope in black.

1. General

The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter referred to as the "Authority") in:

- Tolling TMS Assessment,
- Toll Integrator Procurement.

Any Authority approved substantial design revisions that are required to update the 365 Toll traffic management system (TMS) to an updated technology is outside the limit of this scope, and it will require an additional supplemental and scope.

1.1. 365 Tolling Assessment

The GEC will provide the Authority support in their effort to provide recommendations on the tolling system components by the following scoping efforts:

- High Level Document Review that includes:
  - Volumes 4-9 of the previously submitted RFP
    i. Review will include identifying any impact to volumes 1-3 of RFP
  - Review of all remaining volumes of the RFP including 0-3, 10-16, and Attachments 1 through 5.
  - Tolling TMS specific plan review
  - System integration requirements
  - Back office operations requirements
  - Coordinate with CTRMA and CCRMA to discuss back office alternatives
  - 2 Comment Review Workshops
  - Final Procurement Document Submittal
  - Comments will be provided in spreadsheet format

- Alternatives Assessment
  - Workshop to discuss alternatives with HCRMA to brainstorm alternatives for delivery/contract elements
  - Provide recommendations on any up-to-date technology that may be implemented on the corridor
  - Update Tolling TMS Estimate
    i. Roadside System Cost
    ii. Roadside Maintenance and Operations
    iii. Back Office Operations
  - Develop a high-level cost/benefit analysis of any recommendations that are provided, (comparing base case to two alternatives for each) including

i. Back office operations
ii. Toll systems and technology alternatives
- Develop a memo on toll system vendor backgrounds
- Provide a PowerPoint training on reporting and reconciliation for HCRMA staff
- Any written deliverable will be in memo format and include a draft and final version

1.2. Tolling Integrator Procurement

The GEC will provide support for selection of a toll system integrator which will consist of the following scoping efforts:

- Assisting with responding to and integrating previously received RFI's related to GEC updates to the RFP (Volumes 4-9)
- Assisting with responding to and integrating previously received RFI's related to GEC updates to the RFP (Volumes 0-3, 10-16, and 5 attachments) of the RFP approved prior to receiving bids.
- Incorporate additional requirements for an Over Size/Over weight Permit System into the RFP.
- Generate requirement trace matrix document from volumes 4-9 of RFP to be approved prior to receiving bids.
- Generate requirement trace matrix document from volumes 0-3, 10-16, and 5 attachments of RFP to be approved prior to receiving bids.
- Integrate Addenda into RFP Volumes 4-9
- Integrate Addenda into RFP Volumes 0-3, 10-16, and 5 attachments
- Review and Update Procurement Documents excluding contract
- Evaluate up to 5 vendor proposals and qualifications
  - Level of review will be proportional to number of proposals received, and not to exceed budgeted hours
  - Reviews will not include a compliance check list
  - Estimate reviews will be limited to the Tolling TMS
- Assist with Bidder Recommendation Letter

2. Services not included in this scope:

- Special provision development
- Substantial re-write of the procurement documents
- RFI's regarding requirements updated/added by GEC
- Development of Signed and Sealed Plans
- Conformed set of RFP documents

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 03

Legend: Paul | Navdeep Cadmus

	Sam	Mike	Local PE	Local PE	Tony		Navdeep	Truong	Ujjval		
Labor Categories	Project Manager	Principal Project Manager	Senior Transportation Planner	Senior Engineer	Tolling Operations Leader		Tolling Development Leader	Senior Technical Advisor	Tolling Analyst	Total Task Hours	Line Item Fee
Negotiated Rate	$220.62	$369.00	$214.97	$198.00	$282.85		$267.68	$296.99	$120.75		
DESCRIPTION OF TASKS/DETAILS											
1 - Traffic Management System Support											
1.1 365 Tolling Assessment											
RFP Document Review Volumes 4-9											
Additional Project Management	12	8								20	$5,599.44
RFP Document Review Volumes 0-3, 10-16, attachments		10			20			20		50	$15,286.80
Incorporate an Oversize and Overweight Permit System					10		20		20	50	$10,597.03
Tolling TMS specific Plan Review											
System Integration Plan/Reqs											
Back Offic Operations Plans/Reqs											
Coordination with CTRMA & CCRMA		16			16					32	$10,429.60
Review Workshop Review#1											
Update From Workshop Review#1											
Review Workshop Review #2											
Update From Workshop Review#2											
Final Procurement Document Submittal											
Alternative Assessment											
Workshop to Discuss Alternatives											
Technology Update Recommendations											
Updated Tolling Estimate											
High Level C/B Analysis											
Develop a memo on toll system vendor backgrounds		4			4					8	$2,607.40
Provide a PPT training on reporting/reconciliation					4					4	$1,131.40
1.2 Tolling Integrator Procurement											
Assist RFI Responses											
Assist with RFI responses additional volumes		16	14	14	16		16		10	86	$21,701.50
Generate requirements traceability matrix											
Generate requirements tracability matrix additional volumes		4	4	4	10					22	$5,956.38
Integrate Addenda into RFP											
Integrate Addenda into RFP additional volumes		4	4	4	10					22	$5,956.38
Review Vendor Proposals and Qualifications											
Assist w/Bidder Rec Letter											
Labor Hours Total	12	62	22	22	90	0	36	20	30	294	hours check
Labor Cost Total	$2,647.44	$22,878.00	$4,729.34	$4,356.00	$25,456.50	$0.00	$9,636.35	$5,939.80	$3,622.50	**$79,265.93**	cost check
% Staff Distribution	4%	21%	7%	7%	31%	0%	12%	7%	10%	100%	

Previously Approved

Labor Fee =	$79,265.93
ODEs =	$8,941.00
Total Fee =	$88,206.93

HDR ODE

Work Authorization: 01

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	HDR Task 2	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	$32.00	75	$2,400.00
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	26.2	$1,441.00
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	4	$300.00
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	6.5	$3,900.00
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	45	$900.00
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		**$8,941.00**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-52

RESOLUTION 2022-52 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 4 WITH HDR ENGINEERING, INC. FOR SCHEMATIC PREPARATION SUPPORT ON THE IBTC PROJECT

THIS RESOLUTION is adopted this 23rd day of August 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, the Authority finds it necessary to consider for approval Resolution 2022-52 Work Authorization 4 Supplemental Agreement 1 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $85,846.48 for advanced schematic development and coordinate meetings between railroad companies, HCRMA, and other local agencies related to the interaction of rail and highway operations within the ITBC Corridor.

****

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 Supplemental 1 to the Professional Services Agreement with HDR Engineering, Inc. for an increase in cost of $85,846.48 for engineering consulting services to the IBTC Project of Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 4 Supplemental 1 to the Professional Services Agreement.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 4 SUPPLEMENTAL 1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 4
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION 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).

The following terms and conditions of Work Authorization No. **4** are hereby amended as follows:

PART II. The maximum amount payable under this Supplemental Agreement is **$85,846.48** 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 GEC's estimated Supplemental Agreement costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Supplemental Agreement.

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on **June 30, 2023**, 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. **4** 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 GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Sub Provider Monitoring System Commitment Agreement

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. Task 1 – Project Development Support – Previously approved

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.

1.1.4. TxDOT Risk Workshop

The GEC will make available subject matter experts (SMEs) for participation in a risk workshop led by TxDOT. TxDOT is responsible for planning and managing the logistics of the risk workshop including compilation of a risk assessment summary report for the IBTC project. SMEs will assist in answering engineering questions for the IBTC project. SME workshop attendance includes travel, per diem, and lodging costs.

1.2. IBTC environmental documentation review/revisions – previously approved

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 supplement

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.

1.4. Preliminary Railroad Exhibits submittal and coordination

The GEC shall coordinate meetings between RR companies, HCRMA, and other local agencies related to the interaction of rail and highway operations within the ITBC Corridor.

The GEC shall coordinate with HCRMA and RR companies to accomplish the following:

- Field investigations to note surface features for 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 supplement

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 - Previously approved

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 supplement

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 – Assist the RMA in planning for the anticipated PS&E phase – deferred to future supplement

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 findings will be included in the PS&E Development Plan.

3.2. Develop PS&E Development Plan – deferred to future supplement

The GEC 's PS&E Development Plan will include the planned processes, schedules and recommendations for pre-PS&E activities for a design-bid-build (D-B-B) delivery method. The Plan will be completed in Draft and Final form. Contract documents are governed by local government program (LGP) requirements and appropriate checklists will be referenced for planning PS&E development.

- Existing 30% plan overview, including findings and recommendations to provide a seamless transition from schematic to PS&E phase
- Procurement plan and schedule
- Preliminary PS&E scoping
- Set preliminary design criteria
- Preliminary design file management (i.e. file sharing, transmittals, etc.)

This task does not include design oversight or quality management of a design consultant procured to develop an IBTC PS&E package.

3.3. Develop detention analysis – deferred to future supplement

With the information determined in 1.1.2 task above, evaluate existing detention currently proposed in schematic to determine if current right of way is sufficient for overall detention and provide an overall detention plan for the project. Identify shortfalls of required detention volume,

if necessary, and identify areas suitable for storm water detention. Results will be provided in a signed and sealed drainage report.

3.4. PS&E Procurement – deferred to future supplement

The GEC will assist the HCRMA with the procurement of professional services for surveying which includes:

- Assisting HCRMA with developing procurement documents
- Review submissions to HCRMA in responses to any 'Request for Services"
- Provide recommendations of qualified engineers and associated services
- Preliminary design criteria

4. Baseline Master Schedule for Project Development. - Previously approved

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.

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 04
Legend: reocurring every X months = ~Xmos

Sam

Labor Categories	Project Manager	Principal Prj Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Scheduler	Admin III	Total Task Hours
Negotiated Rate	$220.62	$369.00	$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												
1.1.1 Review of schematic												
Review to determine if current criteria/standards are met												0
Report of findings (draft)												0
Report of findings (final)												0
1.1.2 Review of existing hydraulic/drainage information												
Review to determine if Atlas 14 criteria/standards are met												0
Report of findings (draft)												0
Report of findings (final)												0
1.1.3 Address TxDOT comments related to schematic (comments)												0
Address TxDOT comments related to schematic (bike/ped memo)												0
1.1.4 Risk Workshop		**Remaining dollars from tasks 1.1.1, 1.1.2, and 1.1.3 will be used for this task**										0
1.2 - IBTC environmental documentation review												
Perform QA/QC on environmental doc by others												0
1.3 - ROW mapping surveying suport												0
Procurement for surveyors												0
Survey management and submittal oversight												
1.4 - preliminary railroad exhibits submittal/coordinatior												
Coordination/meetings (assume 10 meetings)	12			8			18				16	54
Coordination/field investigations (assume 2 trips)							18	20				38
Coordination/RR exhibits	2	1		24	16	72	112	40	16		4	287
Coordination/support	16	8		8		24		20	2		16	94
1.5 - Cost estimates												
Review of existing schematic IBTC cost estimates												0
Report of findings (draft)												0
Report of findings (final)												0
Revise cost estimate												0
1.6 - Public Outreach												
Participation in public hearing												0
Perform QA/QC on public hearing docs. by others												0
Assemble/support HCRMA concerning website materials												0
2 - Utility coordination support												
Review existing utility data												0
Develop utility tracking process (draft)												0
Develop utility tracking process (final and revisions)												0
Coordinate/facilitate meetings												0
3 - Assist RMA in Planning for the anticipated PS&E												
3.1 - IBTC 30% review and revisions												
Review to determine if current criteria/standards are met												0
3.2 - PS&E Development Plan												
Draft Report												0
Final Report												0
File management (i.e. file sharing, transmittals, etc.)												0

PREVIOUSLY APPROVED

PREVIOUSLY APPROVED

DEFERRED TO FUTURE SUPPLEMENT

DEFERRED TO FUTURE SUPPLEMENT

PREVIOUSLY APPROVED

DEFERRED TO FUTURE SUPPLEMENT

3.3 Develop detention analysis												
Draft Report												0
Final Report												0
3.4 PS&E Procurement												
Procurement documents												0
review of submissions												0
Provide recommendation												0
Finalzie preliminary design criteria												0
5 - Schedule	PREVIOUSLY APPROVED											
Detailed master P6 schedule												0
Road Map												0
	\											
Labor Hours Total	30	9	0	40	16	96	148	80	18	0	36	473
Labor Cost Total	$6,618.60	$3,321.00	$0.00	$9,390.80	$3,846.72	$19,008.00	$25,117.08	$11,314.40	$4,174.92	$0.00	$3,054.96	**$85,846.48**
% Staff Distribution	6%	2%	0%	8%	3%	20%	31%	17%	4%	0%	8%	100%

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-53

RESOLUTION 2022-53 – APPROVAL OF CONTRACT AMENDMENT 6 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 3 AND SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 4

THIS RESOLUTION is adopted this 23rd day of August 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of $488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of $171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of $301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of $93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of $299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from $488,657.91 to $820,372.60 for a total increase of $331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of $197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from $820,372.60 to $1,018,118.62 for a total increase of $197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for

engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, the Authority finds it necessary to consider for approval Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to $88,206.93 and supplemental number 1 to work authorization number 4 to $85,846.48 with HDR Engineering, Inc.

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NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2022-53 – Approval of Contract Amendment 6 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 2 to Work Authorization Number 3 and Supplemental Number 1 to Work Authorization Number 4 for a total amount of $174,053.41, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 6 to the Professional Services Agreement with HDR.

*****

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 August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 6
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

CONTRACT AMENDMENT NO. 6
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 June 30, 2023.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $2,772,152.82 to $2,946,206.23 for a total increase of $174,053.41 due to additional scope and effort outlined in Work Authorizations No. 2, No. 3, and No.4.

This Contract Amendment No. 6 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.

THE GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Vice President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-54

RESOLUTION 2022-54 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 2 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR ENGINEERING SUPPORT OF THE IBTC PROJECT.

THIS RESOLUTION is adopted this 23rd day of August 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90.

WHEREAS, the Authority finds it necessary to approve Resolution 2022-54, Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project;.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization 2 Supplemental Number 2 with Blanton & Associates, Inc. for conducting Professional Environmental Services; and,

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 2, Supplemental Agreement 2 to the Professional Services Agreement of the IBTC 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 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 2 Supplemental Number 2

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

IBTC Project

ATTACHMENT D-3

SUPPLEMENTAL WORK AUTHORIZATION NO. __2__
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 February 28, 2023, 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:** 08/12/2022

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-55

RESOLUTION 2022-55 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 6 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR ENGINEERING SUPPORT OF THE ARCHAEOLOGICAL MITIGATION PLANS FOR IBTC PROJECT ENVIRONMENTAL CLEARANCE.

THIS RESOLUTION is adopted this 23rd day of August 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed $702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to $727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of $702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of $8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of $735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of $24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90.

WHEREAS, the Authority finds it necessary to approve Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance.

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 Supplemental Number 2 with Blanton & Associates, Inc. for conducting Professional Environmental Services for IBTC Project for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans; and,

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 6, Supplemental Agreement 2 to the Professional Services Agreement of the IBTC 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 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 6 Supplemental Number 2

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

IBTC Project

ATTACHMENT D-3

SUPPLEMENTAL WORK AUTHORIZATION NO. __2__
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 February 28, 2023, 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:** 08/12/2022

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-56

RESOLUTION 2022-56 – CONSIDERATION AND APPROVAL OF A UTILITY RELOCATION AGREEMENT WITH MILITARY HIGHWAY WATER SUPPLY CORPORATION FOR PARTICIPATION IN RELOCATION OF WATERLINES FOR THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 23rd day of August, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system;

WHEREAS, the Board has authorized the Authority to proceed with the development of two distinct projects of the Hidalgo County Loop System, to wit those projects referred to as: 365 Tollway (the "Project") and the International Bridge Trade Corridor;

WHEREAS, the Board has approved an alignment for the Project, which is attached as Exhibit A hereto, which exhibit also highlights necessary public utility facility relocations;

WHEREAS, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, Military Highway Water Supply Corporation has submitted an original estimate of $234,277.25 for utility agreements U-0031-064 and U-0031-036 with the Authority to conform with the provisions of 23CFR Section 635.309; and,

WHEREAS, Military Highway Water Supply Corporation is eligible for cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, upon determination of the appropriate eligibility ratio. There is no declared salvage; nor betterment for this adjustment; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-56, approval and authorization to enter agreements with Military Highway Water Supply Corporation lines for 365 Tollway Project.

WHEREAS the Authority finds it necessary to approve Resolution 2022-56 – Consideration and Approval of Utility Relocation Agreements U-0031-064 / U-0031-036 with Military Water Supply Corporation (MWSC) for fifty percent participation, $117,138.63 in relocation of waterlines for the 365 Tollway 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 Resolution 2022-56 authorization and approval to enter into utility agreements U-0031-064 and U-0031-036 with Military Highway Water Supply Corporation. The Authority to conform with the provisions of 23CFR Section 635.309; and,

Section 3. The Board hereby authorizes Military Highway Water Supply Corporation agreements in substantially the form as the documents attached hereto as Exhibit A and authorizes the Executive Director to execute the agreement upon final review and approval of legal counsel

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of August 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

UTILITY RELOCATION AGREEMENT

FOR

BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AND

MILITARY HIGHWAY WATER SUPPLY CORPORATION

STANDARD UTILITY AGREEMENT

U-Number: **U-0031-064**
U-0031-036

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, **("Authority**"), and MILITARY HIGHWAY WATER SUPPLY CORPORATION, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: removal and relocation of 10" water lines from approximate Sta. 1158+00, (Thomas/I Rd); and STA 10+00 to STA 29+79, (Dicker RD) more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority,** upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. The Utility acknowledges that only documented and substantiated actual costs will be paid by the HCRMA. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost, $117,138.63 (50% of $234,277.25) , as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement. Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of $117,138.63 (50% of $234,277.25) as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;
- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.

This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority.** However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Military Highway Water Supply Corporation
Name of Utility

By: Consuelo De La Rosa
Authorized Signature

Consuelo De La Rosa
Print or Type Name

Title: General Manager

Date: 08/12/2022

EXECUTION RECOMMENDED:

Chief Construction Engineer, HCRMA

Attachment “A”
Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

PROVIDE DETAILED ESTIMATE

PROVIDE PLAN SPECIFICATIONS

Hidalgo County Regional Mobility Authority SH365 Project
FM 3072 and "I" Road
10" WATERLINE RELOCATION PROJECT

A). Administrative and Inspection Fees	
1. Administrative Review and Inspection Fees @$55.00 per hour x 240 hours	$13,200.00
B). Consulting Engineer Review Fees	
1. Construction Plans Review Fee @$10,493.36	$10,493.36
C). Surveying and field staking	
1. Field surveying and staking with offsets	$ 3,740.00
D). Construction Estimate for FM 3072 (Dicker Road)	
1. Labor for all construction along Dicker Road.	$70,600.00
2. Materials for all construction along Dicker Road. **	$84,956.36
E). Construction Estimate for "I" Road	
1. Labor for all construction along "I" Road	$ 6,071.05
2. Materials for all construction along "I" Road. **	$ 8,216.48
F). DEMOLITION	
1. Remove the 10" waterline along Dicker Road	$34,000.00
2. Remove the 10" waterline along "I" Road	$ 3,000.00

OVERAL TOTAL =$234,277.25

U-0031-064 Thomas/ I RD = $17,287.53
U-0031-036 Dicker Rd = $189,556.36
Administrative/ Inspection Fee = $13, 200.00
Engineering = $14,233.36

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022 – 57

AUTHORIZATION TO EXECUTE A LETTER OF ENGAGEMENT WITH BURTON, McCUMBER & LONGORIA, LLP FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S 2022 FINANCIAL AND SINGLE AUDIT

THIS RESOLUTION is adopted this 25th day of October, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is required by Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G, §26.62 to have an annual financial and compliance audit of its books and records to be conducted by an independent certified public accountant in accordance with generally accepted auditing standards; and

WHEREAS, the Authority is required by Section 37(d) of its bylaws to submit an annual audit conducted by an independent certified public accountant in accordance with generally accepted auditing standards to the Hidalgo County and the City of McAllen within one hundred twenty (120) days after the end of the fiscal year; and

WHEREAS, the Authority solicited Requests for Qualifications to Provide Auditing Services to the Authority; and on February 25, 2022, the Authority received three (3) responses to the request for Statement of Qualifications for Auditing Services; and

WHEREAS, on April 23, 2022, the Board of Directors awarded the contract to Burton McCumber Longoria, LLP to provide auditing services for the years ending December 31, 2019, 2020, and 2021 with the option to approve two subsequent years, 2022 and 2023; and

WHEREAS, the Board has determined it is necessary to exercise its option to approve 2022 auditing services to Burton McCumber Longoria, LLP;

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 Burton McCumber Longoria, LLP to perform the Hidalgo County's Regional Mobility Authority's 2022 Financial and Single Audit.

Section 3. The Board authorizes the Executive Director to negotiate fees and execute a Letter of Engagement with Burton McCumber Longoria, LLP for the 2022 Financial and Single Audit.

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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 October 25, 2022, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

The Right Choice. BML Burton McCumber & Longoria, LLP
CPAs & Advisors
McAllen • Brownsville

October 13, 2022

To the Board of Directors and Management of the
Hidalgo County Regional Mobility Authority
203 W. Newcomb Ave.
Pharr, Texas 78577

We are pleased to confirm our understanding of the services we are to provide for Hidalgo County Regional Mobility Authority (Authority) for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the statement of net position, statement of revenues, expenses and changes in net position and statement of cash flows, including the disclosures, which collectively comprise the basic financial statements, of the Authority as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's 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. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding 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 will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Due to its significance on the statement of net position as a percentage of total assets and as right of way acquisitions, engineering and construction work continues on various projects, construction in progress is an area that has been identified as having significant risk of material misstatement. Audit procedures will be designed using auditor judgement to mitigate the risks identified.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will not perform any nonaudit services. The Authority will be preparing the Annual Financial Report, schedule of expenditures of federal awards and related notes. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton McCumber & Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator (if applicable) or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber & Longoria, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

The estimated fees for completion of this engagement are described below:

Audit of the Financial Statements	$ 23,000
Single Audit (anticipating one major program)	5,000
Total Estimated Fees	$ 28,000

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, you and we agree that any controversy, dispute or claim (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the breech hereof, or any other dispute or disagreement between the parties hereto, shall first be submitted to non-binding mediation administered by the American Arbitration Association under the Dispute Resolution Rules of Professional Accounting Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If not resolved in such mediation, thereafter settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator(s) sitting in McAllen, Hidalgo County, Texas. Any reward by an arbitrator(s) shall be binding in all parties to this Agreement. The cost of any mediation or arbitration proceedings shall be shared equally by both parties. **Any liability resulting from any award as a result of mediation or arbitration shall be limited to a return of the fees paid for the services included in this engagement letter.**

The Authority agrees to hold harmless and indemnify Burton McCumber & Longoria, LLP from any and all claims against (or from) the Authority or other third parties which arise from the withholding concealment of information or known misrepresentations made to Burton McCumber & Longoria, LLP by the Authority's governance, management, employees or its representatives in connection with this engagement. The provisions of this paragraph shall apply regardless of the nature of the claim; including the negligence of any party.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena requesting that we produce documents from this engagement or testify about this engagement and we are not prohibited from doing so by law or regulation, we agree to inform you of such requests as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond, or if you action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. As long as we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as fees and expenses of our counsel, incurred in responding to such requests.

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

This engagement includes only those services specifically described in this letter. Costs and time spent in responding to or appearing before judicial proceedings, governmental organizations, or regulatory bodies, whether by request or subpoena, arising out of this engagement will be billed to you separately.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the board of directors and management of the Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of 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, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.
Very truly yours,

BURTON, MCCUMBER & LONGORIA, LLP

Ricky Longoria, CPA, CFE
Partner

****

RESPONSE:

This letter correctly sets forth the understanding of the Hidalgo County Regional Mobility Authority.

Name: _____

Title: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2022 – 58

APPROVAL OF A ONE-YEAR EXTENSION TO THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE DESIGN, ACQUISITION OF RIGHT-OF-WAY, AND CONSTRUCTION OF DRAINAGE OUTFALLS FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 25th day of October, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); 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 Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region's economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

WHEREAS, HCDD1 has the necessary capacity and expertise to further advance project development for the SH 365 and IBTC Projects, which include drainage studies, parcel surveys, drainage outfall design, plans, specifications and estimates and right of way acquisition for the project, as well as, bidding, construction and inspection of the proposed drainage infrastructure; and

WHEREAS, the Authority will participate pro rata share for the development and construction of drainage outfalls for the SH 365 and IBTC Projects; and

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-71, approval of an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the interlocal agreement with the Hidalgo County Drainage District Number 1 had a term of two years with three one year renewals; and

WHEREAS, on March 2, 2016, the Authority executed the 1st one year renewal with the Hidalgo County Drainage District Number 1; and

WHEREAS, on June 27, 2017, the Authority approved the 2nd one year renewal to the interlocal agreement with the Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, due to delays in financing for the 365 Tollway Project, the interlocal agreement between Hidalgo County Drainage District Number 1 and the Authority expired in 2018; and

WHEREAS, on November 17, 2020, the Board approved Resolution 2022-31 - Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Interlocal Cooperative Agreement was for a two- year term, with the option for three one-year extensions; and

WHEREAS, the initial term of the Agreement has expired and the Authority desires to implement a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF IRECTORS 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 Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for the Design, Acquisition of Right-of-Way, and Construction of Drainage Outfalls for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached 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, duly posted and noticed, on the 25th day of October, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

ONE (1) YEAR EXTENSION TO THE

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND

THE HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY

EXHIBIT B

INTERLOCAL COOPERATIVE AGREEMENT

WITH

THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED

November 17, 2020

ONE YEAR EXTENSION TO INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED NOVEMBER 17, 2020

INTIAL AGREEMENT PERIOD FOR TWO YEARS

WITH OPTION FOR THREE ONE-YEAR EXTENSIONS

ADDITIONAL ONE-YEAR TERMS

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2022

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By:_____
Richard F. Cortez
Chairman of Board of Directors

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
S. David Deanda, Jr.
Chairman of Board of Directors

Date: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

2020 INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of November 17, 2020, by and between HIDALGO COUNTY DRAINAGE DISTRICT NO 1 (the "Drainage District") and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "RMA"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article 111, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering, pre-construction/construction services and right-of-way acquisition services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in **Exhibit B** attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in **Exhibit C** attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the Drainage District agrees to provide Right of Way Agent Services to the RMA as further described in **Exhibit E**;

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement in December 2013 for similar services, and said previous agreement expired in 2018 ("Expired Agreement");

WHEREAS, the parties desire to enter this Agreement to continue with the work commenced in the Expired Agreement;

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, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.

B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.

D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.

E. The RMA shall designate the RMA's representative (the "Representative') in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in

executing written authorization or consent to the Drainage District to issue a notice to proceed to its third-party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.

B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, Right-of-Way Acquisition and/or Construction Services.

C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services, Construction Services and/or Right-of-way Acquisition Services for the RMA, by procuring or performing directly any necessary services, in compliance with state and federal procurement laws.

D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.

E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.

F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.

G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. **Joint Responsibilities**:

A. Within ten (10) days of the execution of this Agreement, the parties shall agree to the anticipated dates the various outfall construction facilities should be completed by and such dates shall be attached as **Exhibit A** to this Agreement. The parties agree that the dates in **Exhibit A** are anticipated and the parties agree to work with one another to update any deadlines as required.

4. **Payment for Services.**

A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.

B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.

C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way budget to the RMA broken into two parts: a) cost for the Drainage District's Right-of-Way Agent Services Fee as set forth in **Exhibit E**; and b) estimated cost of acquisition from landowner(s) which includes appraised value, appraisal, surveys, legal fees, closing costs, and other reasonable costs associated with acquisition. Upon approval of the estimated right-of-way budget, the RMA will be authorized to pay the Drainage District for right-of-way acquisition services up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount of no more in excess of fifteen percent (15%) of the appraised value to landowner(s). RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District.

Any offers made to any landowners in excess of fifteen percent (15%) of the appraisal value will require RMA approval.

D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third-party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). if the deposit Is Jess than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. 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. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. Miscellaneous.

A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of 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 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 Drainage District and the RMA, 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 herewith:

If to Drainage District:

Drainage District No. 1
Attention: Richard Cortez, Chairman
902 N. Doolittle Road
Edinburg, Texas 78539

If to RMA:

Hidalgo County Regional Mobility Authority
Attention: Pilar Rodriguez, P.E., Executive Director
118 S. Cage Blvd. 4lh Floor
Pharr, Texas 78577

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,

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 Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA 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.

O. **Indemnification.** To the extent permitted by law, the Drainage District shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and

expenses incurred due to the activities of itself, its agents, its 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 statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss, To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or persona! injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error.

P. **Appendix II To CFR 200-Contract Provisions**. Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award. omission, or negligent act, Including any violation of any statute.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____ 3/8/21
Richard F. Cortez, Date of Execution
Chair of Board of Directors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____ 3/5/21
S. David Deanda, Jr., Date of Execution
Chair of Board of Directors

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/27/20

APPROVED AS TO FORM:
Legal Counsel for Hidalgo County Drainage District No. 1

BY: Ivan J. Pérez 3-4-2021
JONES, GALLIGAN, KEY & LOZANO L.L.P. Date

Client: Hidalgo County Drainage District No. 1

Exhibit A
WORK SCHEDULE

Contract: 365 Roadway System Off-Site Drainage Improvements

TASK AND DESCRIPTION	FIRM	2021												2022			
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4
Phase II: Phase I EA, PS&E & Acquisition																	
PS&E & Environmental Document																	
Enviornmental Phase I	L&G																
Design Survey & Topo	QHA																
30% PS&E Completion	L&G																
60% PS&E Completion	L&G																
90% PS&E Completion	L&G																
100% Plans	L&G																
HCDD1 & HCRMA Plan Set Approval	HCRMA/HCDD#1																
ROW Acquisition (By Others)																	
ROW (All Aspects)	Others																
Phase III: Construction																	
Let Project	HCDD#1																

Anticipated Enginering Services Completion Date = Mar. 31, 2022
Anticipated Project Letting = Mar. 2022 (Q1-Q2 of 2022)

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub- providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C

CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of the Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of determining the most advantageous procurement method, the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed, The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

EXHIBIT E

The Drainage District shall provide Right of Way Agent Services to the RMA that will be in accordance with the procedures required by law. Right of Way Agent Services fee will be billed by the Drainage District to the RMA at a fixed rate of Four Thousand Five Hundred Dollars ($4,500.00) per parcel. The Right of Way Agent Services Fee does not include the actual costs of acquisition which shall be paid for by the RMA as set forth in Paragraph 4 (C) of this Agreement.

The parcels that are included in this Agreement are the following, and any others agreed to by the parties:

Parcel	Ownership
1A	Cascade Real Estate
1B	Cascade Real Estate
2A	Canceled
2B	Canceled
2C	Hidalgo County Irrigation District No. 19
2D	Cascade Real Estate
3	Cascade Real Estate
4	Newhaus & Sons, LLC
5A	Federico Vasquez
5B	AG Enterprises, Inc
5C	Hidalgo County Irrigation District No. 2
5D	QOT, Inc.
6	Triple Net Powersports, LP
7A	Bertha Cantu Canales
7B	Kelfam, LTD
7C	Kelfam, LTD
7D	Bertha Cantu Canales
7E	Keller Real Estates Investment, Inc.
8A	KVS Family Limited Partnership
8B	Hidalgo County Irrigation District No. 2
8C	Marcus Forthuber, Et Al

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-59

ADOPTION OF AMENDED FISCAL YEAR 2022 OPERATING AND CAPITAL BUDGET FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of October, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation (TxDOT)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, on December 20, 2021, the Board of Directors adopted the Fiscal Year 2022 Operating and Capital Budget; and

WHEREAS, on May 24, 2022, the Authority amended the Fiscal Year 2022 Capital Budget to include estimated construction cost for the 365 Tollway Project;

WHEREAS, the Authority finds it necessary to amend the Fiscal Year 2022 Capital Budget to include the Series 2022A and 2022B bond proceeds and the TxDOT grant reimbursements for the 365 Tollway Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board adopts the Amended Fiscal Year 2022 Capital Budget, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to manage and administer the Amended Fiscal Year 2022 Capital Budget.

*****

Passed and Approved as to be effective immediately this 25th day of October 2022, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED FISCAL YEAR 2022
CAPITAL BUDGET

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
GENERAL LEDGER JOURNAL ENTRY (J/E)
BUDGET AMENDMENT

J/E Name: _____ Batch # _____

J/E Description: _____ J/E #: _____

_____ J/E Date: _____

_____ Period: _____

_____ **Reversal Date** _____

	Fund	Dept	Account	Entry Description	DR	CR
1						
2	44	1	1999-000	Transfer in-General Fund	175,843,337.00	
3	45	4	4700-000	Federal Grant	50,182,000.00	
4						
5						
6				Amendment for Series 2022A and 2022B bond		
7				proceeds and TxDot Grant of Fiscal Year 2022.		
8						
9						
10						
11						
12						
13						
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27						
28						
29						
30						
31						
32						
33						
34						
35						
				Total	226,025,337.00	-

Ascencion Alonzo Prepared By — 10/25/2022 Date

_____ Approved By — Date

_____ Posted By — Date

The proceeds from the sale of the Series 2022 Obligations are estimated to be applied as set forth in the following table:

	Series 2022A Senior Lien Bonds	Series 2022B Junior Lien Bonds	Total
Sources of Funds:			
Principal Amount	$ 151,650,344.75	$ 63,884,707.35	$ 215,535,052.10
Plus: Original Issue Premium	12,405,047.85	4,608,759.20	17,013,807.05
Total Sources of Funds	$ 164,055,392.60	$ 68,493,466.55	$ 232,548,859.15
Uses of Funds:			
Deposit to Construction Fund Project Subaccounts[1]	$ 140,000,000.00	$ 35,843,337.42	$ 175,843,337.42
Capitalized Interest[2]	9,765,477.04	2,717,439.03	12,482,916.07
Refunding of TxDOT SIB Bond[3]	-	23,534,334.47	23,534,334.47
Deposit to Senior Lien Debt Service Reserve Fund	12,140,390.55	-	12,140,390.55
Deposit to Junior Lien Debt Service Reserve Fund	-	5,475,386.42	5,475,386.42
Issuance Costs[4]	2,149,525.01	922,969.21	3,072,494.22
Total Uses of Funds	$ 164,055,392.60	$ 68,493,466.55	$ 232,548,859.15

(1) Amounts represent the deposits to be made in each such Project Subaccount within the Construction Fund from proceeds of the Series 2022 Obligations. As described in "PLAN OF FINANCE," a portion of the proceeds of the Series 2022 Obligations will be used to finance a portion of the Costs of the Phase II Project.

(2) Amounts represent the deposits to be made in the respective Subaccount within the Senior Lien Debt Service Fund and the Junior Lien Debt Service Fund from proceeds of the Series 2022A Senior Lien CIBs and the Series 2022B Junior Lien CIBs to capitalize a portion of the interest due thereon. For a description of scheduled transfers of a portion of the proceeds of the Series 2022 Obligations that constitute Current Interest Bonds to pay interest thereon, see "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2022 OBLIGATIONS – Funds and Accounts – Senior Lien Debt Service Fund" and "– Junior Lien Debt Service Fund."

(3) As described in "PLAN OF FINANCE – Refunding of TxDOT SIB Bond," the TxDOT SIB Bond will be refunded and redeemed in whole with a portion of the proceeds of the Series 2022B Junior Lien Bonds on the date of issuance of the Series 2022 Obligations.

(4) Includes, among other costs, underwriting, legal, financial advisory and accounting fees, initial fees of the Trustee, publication costs, rating agency fees, and printing expenses.

[The remainder of this page is intentionally left blank]

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-60

APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INSPECTION OF PRE-CERTIFIED CONCRETE PIPES, PRECAST BRIDGE BEAMS AND RELATED APPURTENANCES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this day 22nd of November, 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the 'Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately I04-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: 365 Tollway 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 365Tollway/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, July 6, 2021, the Authority entered into a Financial Assistance Agreement with Texas Department of Transportation for financial assistance in the 365 Tollway Project; and

WHEREAS, on October 19, 2021, the Authority awarded a construction contract to Pulice Construction Inc. for the 365 Tollway Project; and

WHEREAS, the Board of Directors has determined it is necessary to enter into an agreement with the Texas Department of Transportation for inspection of pre-certified concrete pipes, precast bridge beams and related appurtenances 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 an agreement with the Texas Department of Transportation for inspection of pre-certified concrete pipes, precast bridge beams and related appurtenances, attached hereto as Exhibit A.

Section 3. The Board hereby authorized agreement and payment in substantially the form as the document attached hereto as Exibit A and authorizes the Executive Director to execute the agreement upon final review and approval of Legal counsel.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 22nd day of November, 2022, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

APPROVAL OF AGREEMENT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INSPECTION OF PRE-CERTIFIED CONCRETE PIPES, PRECAST BRIDGE BEAMS AND RELATED APPURTENANCES

Interlocal Agreement

Contract Services Transmittal Form

From: Construction Division - 46 (District/Division/Office)	Contact Person: Hubert Stewart Phone No: 512.416.2561
Subject: Material Inspection and Testing	
Other Entity: Hidalgo County Regional Mobility Authority	Contract Maximum Amount Payable: $197,317.10
Are any federal funds used in this contract? YES	
Is the other party to this contract a county? Yes_____ No _X_ Does this contract involve the construction, improvement, or repair of a building or road? Yes_X_ No _____ If the answer to both questions is yes, a resolution from the commissioners court must be included as Attachment D.	
Was the standard interlocal or amendment format modified? Yes _____ No _X_ If modified, date of Contract Services approval: _02/23/2016_ Modifications made are as follows:	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

Texas Department of Transportation	TxDOT
(LOCAL GOVERNMENT)	Local Government

II. PURPOSE: Perform material inspection and testing services.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed **$197,317.10** and shall conform to the provisions of **Attachment B**, Budget. Invoices will be issued monthly.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on 09/21/2025, or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated 11/22/2022, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A,** Scope of Services; **Attachment B,** Budget; **Attachment C,** General Terms and Conditions; **Attachment D,** Resolution or Ordinance; and **Attachment E,** Location Map for Showing Project.

(LOCAL GOVERNMENT)

By _____ Date _____

AUTHORIZED SIGNATURE

_____

TYPED OR PRINTED NAME AND TITLE

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By _____ Date _____

Kenneth Stewart
Director of Contract Services

ATTACHMENT A

Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT A

Inspection & Testing Rates CSJ: 0921-02-368

ITEM	MATERIAL	UNIT	RATE[$UNIT]	LAST UPDATE	TESTING FREQUENCY	QUANTITY	UNIT	#TESTS	COST
434	Elastomeric Bearing (Laminated)	EA	$ 3.09	7/13/2016	EA	40	EA	40	$ 123.48
610	Mast Arms	EA	$ 17.35	7/13/2016	EA	17	EA	17	$ 294.93
613	HI MST IL POLE (150 FT)(100 MPH)	EA	$ 148.18	7/13/2016	EA	10	EA	10	$ 1,481.76
614	HI MST IL ASM (12-400W)(ASYM)(TY B)	EA	$ 59.58	7/13/2016	EA	5	EA	5	$ 297.90
614	HI MST IL ASM (12-400W)(SYM)	EA	$ 59.58	7/13/2016	EA	5	EA	5	$ 297.90
424	Prestressed Concrete Panels	SF	$ 0.06	7/13/2016	SF	448042	SF	448042	$ 27,662.11
425	Prestressed Concrete Tee, Slab, I Beams	LF	$ 0.93	7/13/2016	LF	52134	LF	52134	$ 48,281.30
610	Roadway Illumination/Traffic Signal Poles	EA	$ 29.94	7/13/2016	EA	279	EA	279	$ 8,354.35
442	Structural Steel (Plate Girders)	POUND	$ 0.02	7/13/2016	POUND	2931330	POUND	2931330	$ 47,047.85
442	Structural Steel (NON-BRIDGE)	POUND	$ 0.04	7/13/2016	POUND	2573	POUND	2573	$ 114.37
									$ 133,955.94
0	Administrative Fee [TxDOT]	LS	4.73%			$ 133,955.94			$ 63,361.16
									$ 197,317.10

ATTACHMENT B

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

ATTACHMENT C
General Terms and Conditions

Article 1. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements
If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes
TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment
Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination
This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities
Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties
Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision
The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 11. Notices
All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

TxDOT	**Local Government**
Texas Department of Transportation Attention: Director, Contract Services 125 East 11th Street Austin, TX 78701-2483	Hidalgo County Regional Mobility Authority 118 S. Cage Blvd., 4th Floor Pharr, TX78577

All notices shall be deemed given on the date delivered in person or deposited in the mail. 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

ATTACHMENT D

RESOLUTION OR ORDINANCE

(RESOLUTION OR ORDINANCE IS ATTACHED AND MADE A PART OF THIS AGREEMENT.)

INSERT RESOLUTION PENDING APPROVAL AND ENDORSEMENT

Texas Department of Transportation

Inspection & Testing Rates

Asphalt Laboratory

Material	Unit	Rate ($/Unit)	Last Update
Asphalt (AC, Emulsion, Cutback)	Test	$ 165.00000	08/02/2008
Asphalt (PG)	Test	$ 300.00000	08/01/2008
Backerboard	Test	$ 66.00000	08/01/2008
Bituminous Adhesive for Pavement Markers (Basic Tests)	Test	$ 230.00000	08/01/2008
Bituminous Adhesive for Pavement Markers (Extraction of Base/filler)	Test	$ 230.00000	08/08/2008
Crack Sealers, All Types	Test	$ 230.00000	08/01/2008
Hard Residue Surface Sealant (AC, Emulsion, Cutback,HRSS)	Test	$ 165.00000	04/16/2010
Joint Sealer, Class 1, 2, 3	Test	$ 230.00000	08/01/2008
Joint Sealer, Class 4, 5, 7, 8	Test	$ 365.00000	08/01/2008
Joint Sealer, Class 9 & 10	Test	$ 200.00000	01/01/2008
Preformed Fiber Material	Test	$ 50.00000	01/01/2008

Chemical Laboratory

Material	Unit	Rate ($/Unit)	Last Update
1, 1, 1, Trichlorethane	Test	$ 200.00000	01/01/2008
Acid Insolubles in Aggregate	Test	$ 150.00000	09/01/2012
Aluminum Sign Blanks	Test	$ 300.00000	09/01/2012
Asphalt Extraction Solvent	Test	$ 300.00000	09/01/2012
Binder for Producing Grout or Concrete (Type VIII)	Test	$ 550.00000	09/01/2012
Bridge Deck Sealant and Adhesive (Type IV)	Test	$ 550.00000	09/01/2012
Concrete Adhesive (Type V)	Test	$ 550.00000	09/01/2012
Concrete Patching Material	Test	$ 550.00000	09/01/2012
De-icing Salt	Test	$ 500.00000	09/01/2012
Dowel & Tie Bar Adhesive/Epoxy (Type III)	Test	$ 550.00000	09/01/2012
Elastomeric Bearings (Laminated)	Test	$ 850.00000	09/01/2012
Elastomeric Bearings (Plain)	Test	$ 850.00000	09/01/2012
Elastomeric Bearings (Sliding)	Test	$ 850.00000	09/01/2012
Elastomeric Concrete Type I	Test	$ 550.00000	09/01/2012
Emulsifying Agent & Detergent	Test	$ 200.00000	01/01/2008
Epoxy - Segmental	Test	$ 550.00000	09/01/2012
Epoxy for Crack Injection type IX	Each	$ 550.00000	09/01/2012
Epoxy for Crack Injection Type IX	Each	$ 550.00000	09/01/2012
Epoxy Type V	Test	$ 550.00000	09/01/2012
Epoxy Type VII	Test	$ 550.00000	09/01/2012
Fabric Joint Underseal	Test	$ 300.00000	09/01/2012
Fabric Underseal	Test	$ 300.00000	09/01/2012
Filter Fabric	Test	$ 300.00000	09/01/2012
Geogrid	Each	$ 550.00000	09/01/2012
Lime	Test	$ 200.00000	09/01/2012
Lime - Type B	Test	$ 250.00000	09/01/2012
Polyethylene Plastic Bags	Test	$ 150.00000	09/01/2012
Preformed Joint Seal and Adhesive	Test	$ 250.00000	09/01/2012
Quick Lime	Test	$ 200.00000	09/01/2012
Salt	Test	$ 350.00000	09/01/2012
Silt Fence	Test	$ 300.00000	09/01/2012
Spelter Test	Test	$ 150.00000	09/01/2012
Traffic Cones	Test	$ 350.00000	09/01/2012

Texas Department of Transportation

Inspection & Testing Rates

Traffic Marker Adhesive (Type II)	Test	$	550.00000	09/01/2012
Vehicle Loop Sealant	Test	$	550.00000	09/01/2012
Water Analysis	Test	$	300.00000	09/01/2012
Waterproofing Membrane	Test	$	300.00000	09/01/2012

Coatings & Traffic Materials

Material	Unit		Rate ($/Unit)	Last Update
Anti-graffiti Paint	Test	$	780.00000	04/01/2016
Barrier Reflectors and Object Markers	Test	$	200.00000	04/01/2016
Coatings for Concrete, Clear	Test	$	150.00000	01/01/2008
Concrete Paint	Test	$	370.00000	04/01/2016
Concrete Surface Treatment, Penetrating	Test	$	165.00000	04/01/2016
Epoxy Powder Coating for Reinforced Steel	Test	$	100.00000	04/01/2016
Flexible Delineator Posts	Test	$	100.00000	01/01/2008
Full Evaluation of New License Plate Sheeting (all tests in specification)	Test	$	460.00000	09/01/2012
Glass Traffic Beads	Test	$	150.00000	01/01/2008
Liquid Membrane Forming Compound for Curing Concrete	Test	$	700.00000	04/01/2016
Opaque Concrete Sealer	Test	$	420.00000	04/01/2016
Overhead Sign Background Coatings	Test	$	100.00000	01/01/2008
Paint - Project	Test	$	290.00000	04/01/2016
Pavement Markers	Test	$	250.00000	01/01/2008
Pavement Marking Tape	Test	$	75.00000	09/01/2012
Reflective Sheeting	Test	$	250.00000	04/01/2016
Reflective Traffic Cone Sleeves	Test	$	100.00000	01/01/2008
Retroreflective Prefabricated Pavement Marking Material	Test	$	100.00000	01/01/2008
Routine Retro & Color Test for License Plate Sheeting & Standard Completed License Plates	Test	$	80.00000	04/01/2016
Routine Test Retro, Color, and WOM Testing	Test	$	175.00000	09/01/2012
Structural Paints	Test	$	475.00000	04/01/2016
Temporary Flexible-Reflective Roadway Marker Tabs	Test	$	100.00000	01/01/2008
Thermoplastic Pavement Marking Material	Test	$	500.00000	04/01/2016
Traffic Buttons	Test	$	130.00000	04/01/2016
Traffic Paint	Test	$	265.00000	04/01/2016
Zinc Dust	Test	$	165.00000	04/01/2016

Flexible Pavements

Material	Unit		Rate ($/Unit)	Last Update
Bulk Specific Gravity of Molded Specimen (set of 3)	Test	$	40.00000	01/01/2008
Coverstone	Ton	$	0.63000	01/01/2008
Moisture Content	Test	$	25.00000	01/01/2008
Molding (Set of 2) Superpave	Test	$	100.00000	08/01/2008
Molding (Set of 3) Texas	Test	$	60.00000	08/01/2008
Pre-Coated Coverstone	Ton	$	0.63000	01/01/2008
Pre-Mix	Ton	$	0.63000	01/01/2008
Rapid Curing Patching Mix	Pound	$	0.06000	08/01/2008
Rapid Curing Patching Mix	Test	$	650.00000	08/01/2008
Sieve Analysis	Test	$	50.00000	08/01/2008
Synthetic Aggregates	Cubic yard	$	0.19000	01/01/2008

Texas Department of Transportation

Inspection & Testing Rates

Theoretical Maximum Specific Gravity	Test	$	60.00000	08/01/2008

Geotechnical Soils & Aggregates

Material	Unit		Rate ($/Unit)	Last Update
Bar Linear Shrinkage	Test	$	116.00000	09/01/2012
Coarse Aggregate Analysis	Test	$	56.00000	01/01/2008
Concrete Aggregates	Cubic yard	$	0.05000	01/01/2008
Consolidation/Swell	Test	$	375.00000	01/01/2008
Decantation	Test	$	25.00000	01/01/2008
Deleterious Materials	Test	$	25.00000	01/01/2008
Differential Wear	Test	$	29.00000	01/01/2008
Differential Wear (W.O.Polish Value)	Test	$	175.00000	01/01/2008
Direct Shear	Test	$	200.00000	09/01/2012
Fine Aggregate Analysis	Test	$	50.00000	01/01/2008
Flakiness Index	Test	$	38.00000	01/01/2008
Fly Ash, Part II	Test	$	200.00000	11/19/2009
Freeze - Thaw	Test	$	94.00000	01/01/2008
Hydrometer Analysis	Test	$	240.00000	11/19/2009
Lime Fly Ash, Part I	Test	$	1,200.00000	11/19/2009
Los Angeles Abrasion	Test	$	44.00000	01/01/2008
Natural Aggregates	Cubic yard	$	0.01900	01/01/2008
Organic Impurities	Test	$	20.00000	01/01/2008
Particle Count Test	Test	$	13.00000	01/01/2008
Percent Limestone	Test	$	75.00000	01/01/2008
Polish Value	Test	$	188.00000	01/01/2008
Pressure Slaking	Test	$	63.00000	01/01/2008
Resistivity of Soils	Test	$	80.00000	09/01/2012
Sand Equivalent Value	Test	$	28.00000	01/01/2008
Screen Analysis	Test	$	90.00000	09/01/2012
Soil Constants	Test	$	180.00000	09/01/2012
Soil Permeability	Test	$	94.00000	01/01/2008
Soil pH	Test	$	70.00000	09/01/2012
Soundness	Test	$	75.00000	01/01/2008
Specific Gravity	Test	$	33.00000	01/01/2008
Triaxial, Consolidated - Undrained	Test	$	600.00000	09/01/2012
Triaxial, TEX-117-E	Test	$	600.00000	11/19/2009
Triaxial, Unconsolidated - Undrained	Test	$	44.00000	01/01/2008
Unit Weight	Test	$	25.00000	01/01/2008
Wet Ball Mill	Test	$	140.00000	09/01/2012
Sulfate Content in Soils	Test	$	140.00000	09/01/2012
Conductivity of Soil	Test	$	60.00000	09/01/2012
Organic Test (using UV-Vis)	Test	$	90.00000	09/01/2012
Petrographic Analysis	Test	$	280.00000	09/01/2012
Linear Traverse	Test	$	280.00000	09/01/2012
Modified Point Count	Test	$	175.00000	09/01/2012
Flat and Elongation	Test	$	36.29000	09/01/2012
Micro-Deval	Test	$	55.00000	09/01/2012
Crushed Face Count	Test	$	36.29000	09/01/2012

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Inspection & Testing Rates

Miscellaneous

Material	Unit	Rate ($/Unit)	Last Update
All Materials Sampling	HR	$ 27.50000	01/01/2008
Bridge Inspection	HR	$ 33.33000	01/01/2008
Bridge Inspection - Overtime	HR	$ 49.99500	01/01/2008
Specification Development & Engineering Services	HR	$ 61.13000	09/01/2012
Technical Writing Services	HR	$ 37.34000	09/01/2012

Pavements

Material	Unit	Rate ($/Unit)	Last Update
Ride Quality Test 1001-S	Test	$ 250.00000	

Rigid Pavements & Concrete Materials

Material	Unit	Rate ($/Unit)	Last Update
Concrete Absorption Test	Test	$ 23.00000	
Metal Charpy Impact	Test	$ 122.00000	09/01/2012
Concrete Compression Test	Test	$ 34.00000	09/01/2012
Concrete Chloride Content (prep & analysis: single measurement)	Test	$ 95.00000	09/01/2012
Concrete M.O.E.	Test	$ 75.00000	09/01/2012
Metal Low-Relaxation Strand	Test	$ 69.00000	09/01/2012
Metal Multi-Piece Tie Bar	Test	$ 45.00000	09/01/2012
Cement Sand Briquettes	Test	$ 50.00000	09/01/2012
Metal Strand Tension Test	Test	$ 39.00000	09/01/2012
Metal Tension Test	Test	$ 48.00000	09/01/2012
Cement Chemical Analysis - Insoluble Residue	Test	$ 438.69000	09/01/2012
Cement Density by Pycnometer	Test	$ 78.12000	09/01/2012
Cement Early Stiffening (Paste Method)	Test	$ 125.19000	09/01/2012
Cement Fineness by Air-Permeability Apparatus	Test	$ 78.12000	09/01/2012
Cement Mortar Compressive Strength	Test	$ 250.38000	09/01/2012
Cement Paste Normal Consistency	Test	$ 125.19000	09/01/2012
Cement Time of Setting by Vicat Needle	Test	$ 250.38000	09/01/2012
Cement/Pozzolan Air Content of Mortar	Test	$ 125.19000	09/01/2012
Cement/Pozzolan Autoclave Expansion	Test	$ 344.53000	09/01/2012
Cement/Pozzolan Available Alkalies	Test	$ 360.06000	09/01/2012
Cement/Pozzolan Chemical Analysis - Loss on Ignition	Test	$ 109.16000	09/01/2012
Cement/Pozzolan Chemical Analysis -XRF Analysis	Test	$ 171.75000	09/01/2012
Cement/Pozzolan Density - ycnometer	Test	$ 78.12000	09/01/2012
Cement/Pozzolan Fineness by the 45 μm (No. 325) Sieve	Test	$ 78.12000	09/01/2012
Cement/Pozzolan ICP-MS	Test	$ 500.00000	09/01/2012
Cement/Pozzolan Ion Chromatography (anion or cation)	Test	$ 65.00000	09/01/2012
Cement/Pozzolan Isothermal Calorimetry	Test	$ 1,185.73000	09/01/2012
Cement/Pozzolan Laser Particle Size Analysis	Test	$ 124.68000	09/01/2012
Cement/Pozzolan Moisture Content	Test	$ 109.16000	09/01/2012
Cement/Pozzolan Shrinkage of Mortars	Test	$ 250.38000	09/01/2012
Cement/Pozzolan/Soil TGA/DSC	Test	$ 155.72000	09/01/2012
Cement/Pozzolan Strength Activity Index	Test	$ 360.06000	09/01/2012
Cement/Pozzolan X-Ray Diffraction	Test	$ 809.12000	09/01/2012
Concrete Admixture Density	Test	$ 25.00000	09/01/2012

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Inspection & Testing Rates

Concrete Admixture FTIR	Test	$	150.00000	09/01/2012
Concrete Admixture pH	Test	$	50.00000	09/01/2012
Concrete Admixture % Solids	Test	$	109.16000	09/01/2012
Concrete Average Residual Strength (Fab and Testing)	Test	$	650.00000	09/01/2012
Concrete Coefficient of Thermal Expansion	Test	$	200.00000	09/01/2012
Concrete Compression test of Drilled Cores	Test	$	32.00000	09/01/2012
Concrete Length Change due to ASR (CPT)	Test	$	1,750.00000	09/01/2012
Concrete Potential Alkali Reactivity of Aggregate (AMBT)	Test	$	700.00000	09/01/2012
Concrete Rapid Chloride Permeability Testing	Test	$	150.00000	09/01/2012
Concrete Sample Fab (CoTE, Compression, Flexural, MoE, Splitting	Test	$	275.00000	09/01/2012
Concrete Shrinkage	Test	$	225.00000	09/01/2012
Concrete Slant Shear	Test	$	175.00000	09/01/2012
Concrete Splitting Tensile Strength	Test	$	45.00000	09/01/2012
Core Drilling (not including travel time and charges)	HR	$	45.00000	09/01/2012
Metal Beam Guard Fence	Test	$	81.00000	09/01/2012
Metal Bolts/Nuts Rotational Capacity	Test	$	27.00000	09/01/2012
Metal Chain	Test	$	33.00000	09/01/2012
Metal Grader Blades	Test	$	42.00000	09/01/2012
Metal Hardness (Brn & Hr) without surface preparation	Test	$	33.00000	09/01/2012
Metal Hardness (Brn & Hr) with surface preparation	Test	$	71.00000	09/01/2012
Metal High Strength Bolts	Test	$	54.00000	09/01/2012
Metal High Strength Bolts Nuts	Test	$	42.00000	09/01/2012
Metal High Strength Washers	Test	$	24.00000	09/01/2012
Metal Mechanical Couplers	Test	$	98.00000	09/01/2012
Metal Reinforcing Steel	Test	$	54.00000	09/01/2012
Metal Sheet for CMP	Test	$	81.00000	09/01/2012
Metal Stainless Steel Wire Rope	Test	$	45.00000	09/01/2012
Metal Welded Wire Reinforcement	Test	$	60.00000	09/01/2012
PVC Conduit	Test	$	60.00000	09/01/2012

Structural

Material	Unit		Rate ($/Unit)	Last Update
Anchor Bolts - OSSB, Poles, etc.	Each	$	3.08700	09/01/2012
Bridge Mounted Sign Post	Pound	$	0.67914	09/01/2012
Bridge Rail Post	Each	$	2.03742	09/01/2012
Bridge Rail Tube	Linear Foot	$	2.46960	09/01/2012
Concrete Box Culverts	Linear Foot	$	1.08045	09/01/2012
Disc/Pot Bearing	Each	$	123.48000	09/01/2012
Elastomeric Bearings (Laminated)	Each	$	3.08700	09/01/2012
Elastomeric Bearings (Plain)	Each	$	1.23480	09/01/2012
Elastomeric Bearings (Sliding)	Each	$	39.45186	09/01/2012
Elastomeric Laminated Bearing Assembly	Each	$	61.74000	09/01/2012
High Mast Illumination Assembly Ring	Each	$	59.57910	09/01/2012
High Mast Illumination Poles	Each	$	148.17600	09/01/2012
Large Roadside Sign Supports	Pound	$	0.67914	09/01/2012
Mast Arms	Each	$	17.34894	09/01/2012
Misc. Structural Steel	Pound	$	0.04445	09/01/2012
Precast Concrete Arch Unit	Linear Foot	$	12.59496	09/01/2012
Precast Concrete Columns for Sound Walls	Linear Foot	$	0.42601	09/01/2012
Precast Concrete Coping	Linear Foot	$	0.42601	09/01/2012

Texas Department of Transportation

Inspection & Testing Rates

Precast Concrete Wall Panel (Non Standard)	Square Foot	$	1.23480	09/01/2012
Precast Headwalls	Each	$	63.09828	09/01/2012
Precast Wall Panels	Square Foot	$	0.08026	09/01/2012
Precast Sound Wall Panels	Square Foot	$	0.08026	09/01/2012
Prestressed Concrete Box Beams	Linear Foot	$	1.42002	09/01/2012
Prestressed Concrete Panels	Sq. Foot	$	0.06174	09/01/2012
Prestressed Concrete Piling	Linear Foot	$	0.42601	09/01/2012
Prestressed Concrete Sheet Piling	Sq. Foot	$	0.15435	09/01/2012
Prestressed Concrete Tee, Slab, & I-Beams	Linear Foot	$	0.92610	09/01/2012
Prestressed Concrete Trap. Beams	Linear Foot	$	4.50000	01/01/2008
Prestressed Concrete U Beams	Linear Foot	$	1.54350	09/01/2012
Railing	Linear Foot	$	0.49392	09/01/2012
Roadway Illumination Poles	Each	$	29.94390	09/01/2012
Segmental Prestressed Units	Linear Foot	$	88.00000	01/01/2008
Sign Support Bridges	Linear Foot	$	2.59308	09/01/2012
Sign Walkway	Linear Foot	$	0.79350	09/01/2012
Signs	Sq. Foot	$	0.49392	09/01/2012
Structural Steel Bridge Girders	Pound	$	0.01605	09/01/2012
T-6 Rail Steel Line Post	Each	$	2.03742	09/01/2012
T-6 Rail Tube	Linear Foot	$	2.46960	09/01/2012
Treated Timber Post (Old Rate)	Each	$	0.81500	09/01/2012

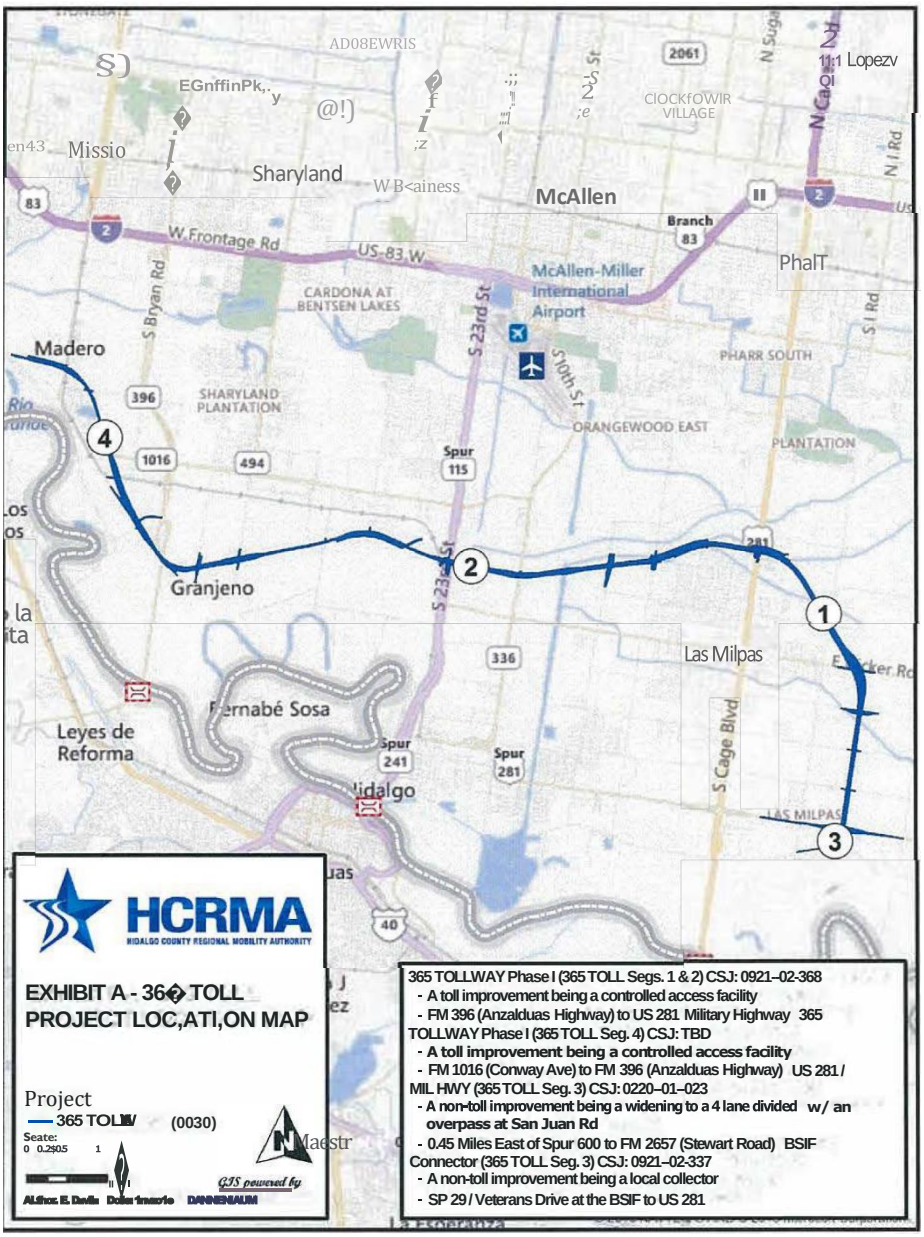
EXHIBIT A

APPROVAL OF AGREEMENT OF THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INSPECTION OF PRE-CERTIFIED CONCRETE PIPES, PRECAST BRIDGE BEAMS AND RELATED APPURTENANCES.

ATTACHMENT E

LOCATION MAP FOR SHOWING PROJECT

(LOCATION MAP(S) ATTACHED AND MADE A PART OF THIS AGREEMENT.)



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2022-61
AUTHORIZING RONALD REYES AS A SIGNATORY FOR HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY CREDIT CARD ISSUED BY PLAINSCAPITAL BANK WITH A MONTHLY CREDIT LIMIT OF $3,000

THIS RESOLUTION is adopted this 22nd day of November, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has established certain bank accounts with PlainsCapital; and

WHEREAS, it has become necessary to add an authorized signatory for the credit card issued to the Hidalgo County Regional Mobility Authority by PlainsCapital Bank;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

1. The Board of Directors authorizes the addition of Ronald Reyes, Construction Recordkeeper III, as a signatory on the credit card issued by PlainsCapital Bank.

2. The Board of Directors authorizes a monthly credit limit of $3,000 for the credit card issued to Ronald Reyes.

3. The Board of Director authorizes Pilar Rodriguez, Executive Director, to increase the monthly credit limit to a maximum of $5,000, if necessary.

***

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of November, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2022-62

APPROVAL AND CONSIDERATION OF CONTRACT AMENDMENT NUMBER 2 (SUPPLEMENTAL) TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION, INC. TO CLARIFY THE PAYMENT SCHEDULE

THIS RESOLUTION is adopted this 22nd day of November, 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system;

WHEREAS, on August 8, 2021, 2021, the Authority published bid documents (including the "Contract", attached hereto as Exhibit A - Contract) for the 365 Tollway (the "Project"); and

WHEREAS, on October 26, 2021, the Authority issued a conditional award of contract to Pulice Construction, Inc.; and

WHEREAS, on January 25, 2022, the Authority approved Contract Amendment Number 1 to incorporate the terms, concepts, and intention of the VECP Change Order No. 1 and Change Order No. 2; and

WHEREAS, the Board finds it to be in the best interest of the Authority to clarify the payment schedule with Pulice Construction Inc into Contract Amendment No. 2 (Supplemental).;

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 No. 2 (Supplemental) to the construction contract with Pulice Construction Inc. for the 365 Tollway Project to clarify the payment schedule, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment No. 2l to the construction contract 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 SPECIAL MEETING on the 22nd day of November, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 2 (SUPPLEMENTAL) TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY PROJECT

HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY
365 TOLL PROJECT
(Contract No. 0921-02-368)
CONTRACT AMENDMENT No. 2
(SUPPLEMENTAL)

This Contract Agreement is a supplemental agreement to that certain Contract No. 0921-020368 for the construction of the 365 Toll Project, by and between the Hidalgo County Regional Mobility Authority (the "Authority" or "Owner") and Pulice Construction, Inc. (the "Contractor"), effective as of December 21, 2021 and incorporating the terms and conditions of that certain "*Construction Contract Administration Manual, Chapter 11 Issues Affecting Payments*," dated August, 2021.

RECITALS

WHEREAS, on May 19, 2021, the Board of Directors of the Authority (the "Board") awarded the construction contract for the 365 Tollway Project to Contractor (the "Contract"); and, on December 21, 2021 the Contract was entered into by the parties;

WHEREAS, the Contract has been revised by three change orders (November 10, 2021, December 20, 2021, and April 26, 2022);

WHEREAS, on May 8, 2022, the Authority and Contractor discussed early pay applications and processing documents in order to issue timely payment to the Contractor each month for the 365 Tollway (the "Project") and came to a preliminary agreement; and

WHEREAS, the Contract and the preliminary agreement is aligned with the Texas Department of Transportation's *Construction Contract Administration Manual,* including *Chapter 11, Measurement and Payment (8/21),* which provides for (i) prompt and fair payment to the Contractor, and (ii) current, orderly, and accurate records in order to ensure that the Contractor completes the work as provided in the Contract before making payment;

WHEREAS, it is the Authority's desire to pay Contractor for work through the 15th working day of the month, which requires a submittal schedule and cut-off dates and periodic audits; and

WHEREAS, the parties desire to clarify the Contract through this supplemental agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the undersigned parties agree as follows:

Section 1. The recitals set forth above are fully incorporated into this Agreement.

Section 2. The parties agree to a reporting, submittal and payment schedule. This schedule includes reporting of DBE involvement in the Contract, as follows:

Milestone	Timing	NOTES
Daily Activity Report		Verified for Progress Payment by Engineer
Weekly Submittals	Each Friday	Verified for Progress Payment by Engineer
Monthly Cut-Off for Progress Payment	The 15th Calendar date of the month	To include work through the 15th working day of the month; include approval and signature from Contractor and Engineer for payment processing
Board Packet Cut-Off	Third Tuesday	
Board Meeting	Fourth Tuesday	Exceptions: August, November, December
		Payment submittals not received and approved timely will be processed in the next month's Progress Payment

Section 3. The schedule reflects the Authority's desire to pay Contractor for work through the 15th working day of the month, by the end of each month. Contractor's failure to comply with the requirements of the schedule or the Contract will result in a payment delay.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement on this the
_____day of November, 2022 by their officers thereunto duly authorized:

AUTHORITY
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Pilar Rodriguez, Executive Director

CONTRACTOR
PULICE CONSTRUCTION, INC.

By: _____

Name: Rafael Carmona

Title: Project Manager

ACKNOWLEDGED BY SURETY

Signature: _____

Name: _____

Title: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2022-63

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2023 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 13th day of December, 2022 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual 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, 2023 and ends on December 31, 2023; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2023 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 2023 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 2023 Operating and Capital Budget.

*****

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 13th day of December, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FISCAL YEAR 2023

OPERATING & CAPITAL BUDGET

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

December 6, 2022

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director
Ascencion Alonzo, Chief Financial Officer

Subject: Preliminary Budget for Year 2023

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for calendar year 2023 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.

Overview of the Budget

The budget for 2023 as presented reflects total spending at $135.1M—with $3.1M for operations, $8.7M for combined debt service and 123.3M for Capital Projects. The 2022 adopted budget reflected $8.4M total spending, which consisted of $2.9M for operations; $4.7M for 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 $7.4M as compared to $7.0M in 2022. Permit fees were budgeted at $1.3M as compared to $1.1M in 2022. Operating appropriations are anticipated to increase by $188,255 or 6.44% from $2.9M in 2022 to $3.1M in 2023.

- The 2023 proposed budget is divided into four (4) Departments:
  - Administration Office with a proposed budget of $1,307,795.
  - Construction Department with a proposed budget of $1,153,740.
  - Program Management Department with a proposed budget of $718,170.
  - ROW Operations Department with a proposed budget of $4,000.

- The 2022 budget authorized 17 positions, which will increase to 18 positions for the 2023 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to $2,347,405. Consisting of:
    - Administration--$863,595.
    - Construction management--$869,740; and
    - Program management--$614,070.

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 1.87 coverage ratio and the number of days in working capital at 795 days.

Debt Service Funds

Debt service requirement for the remaining revenue bond series 2013 is estimated at $1.5M, for the bond series 2020A and 2020B is estimated at $2.4M, for the bond series 2022A is estimated at 3.2M and for the bond series 2022B is estimated at 1.4M.

Capital Project Fund

Appropriations for the capital project fund amounted to $123.3 from the current bond series 2022A and 2022B. Appropriations are reflected in the following fund.

- Construction Tollway 365 Project Fund. These appropriations will be funded from Texas Department of Transportation Grant $154.9M and bond proceeds from the bond series 2022A $140M and bond series 2022B $35.8M

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 2023 Preliminary Budget be approved and adopted as presented.

Hidalgo County Regional Mobility Authority
2023 Combined Preliminary Budget Summary
All Funds

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	$ 5,212,503	$ 8,870,000	$ -	$ (3,966,104)
Total General Fund	**$ 5,212,503**	**$ 8,870,000**	**$ -**	**$ (3,966,104)**
Debt Service Funds				
Senior Lien Vehicle Registration Fee Series 2013				
Revenue and Refunding Bonds	$ 120,942	$ 1,800	$ 1,496,250	$ -
Senior Lien Vehicle Registration Fee Series 2020				
Revenue and Refunding Bonds	$ (733,381)	$ 15,000	$ 2,469,854	$ -
Senior Lien Revenue Bond, Taxable Series 2022A	$ 7,170,291	$ 144,000	$ -	$ -
Junior Lien Revenue Bond, Taxable Series 2022B	$ 1,539,439	$ 204,000	$ -	$ -
				-
Tota Debt Service Fund	**$ 8,097,291**	**$ 364,800**	**$ 3,966,104**	**$ -**
Capital Project Fund	$ 174,134,337	$ 104,957,862	$ -	$ -
TOTALS	**$ 187,444,131**	**$ 114,192,662**	**$ 3,966,104**	**$ (3,966,104)**

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
$ 3,111,205	$ 72,500	$ -	$ 3,183,705	$ 1,720,191	$ 6,932,694
$ 3,111,205	**$ 72,500**	**$ -**	**$ 3,183,705**	**$ 1,720,191**	**$ 6,932,694**
$ -	$ -	$ 1,496,250	$ 1,496,250	$ 1,800	$ 122,742
$ -	$ -	$ 2,469,854	$ 2,469,854	$ 15,000	$ (718,381)
$ -	$ -	$ 3,295,900	$ 3,295,900	$ (3,151,900)	$ 4,018,391
$ -	$ -	$ 1,478,350	$ 1,478,350	$ (1,274,350)	$ 265,089
$ -	**$ -**	**$ 8,740,354**	**$ 8,740,354**	**$ (4,409,450)**	**$ 3,687,841**
$ -	$ 123,350,000	$ -	$ 123,350,000	$ (18,392,138)	$ 155,742,199
$ 3,111,205	**$ 123,422,500**	**$ 8,740,354**	**$ 135,274,059**	**$ (21,081,397)**	**$ 166,362,734**

Hidalgo County Regional Mobility Authority
General Fund Preliminary Budget Summary
For Year Ending December 31, 2023

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Working Capital	$ 3,411,842	$ 3,966,853	$ 4,678,731	$ 5,212,503
Revenues				
Vehicle Registration Fees	6,966,590	7,000,000	7,200,000	7,400,000
Permit fees oversize	1,060,371	1,100,000	1,220,000	1,300,000
Interest Income	1,740	2,000	51,000	170,000
Other income	-	-	-	-
Total Revenues	8,028,701	8,102,000	8,471,000	8,870,000
Expenditures				
Summary				
Personnel Services	1,069,410	2,212,850	1,459,548	2,347,405
Supplies	5,721	22,000	52,971	27,000
Other Services and Charges	379,005	533,100	462,276	646,800
Maintenance	39,295	98,000	97,240	33,000
Non-capital Outlay	2,620	57,000	46,903	57,000
Capital Outlay	7,810	72,500	-	72,500
Total Expenditures	1,503,861	2,995,450	2,118,938	3,183,705
Net Increase Before Other Financing Sources (Uses)	6,524,840	5,106,550	6,352,062	5,686,295
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - VRF 2013 Bonds	(1,498,673)	(1,499,250)	(1,499,250)	(1,496,250)
Debt Service Fund - 2020A/2020B Bonds	(1,669,116)	(2,470,354)	(2,470,354)	(2,469,854)
Debt Service Fund - 2022A Bonds	-	-	-	-
Debt Service Fund - 2022B Bonds	-	-	-	-
Debt Service Fund - SIB Loan	(1,126,162)	(1,148,686)	(1,148,686)	-
Capital Projects-Advance Project Development	(964,000)	(700,000)	(700,000)	-
Total Other Financing Uses	(5,257,951)	(5,818,290)	(5,818,290)	(3,966,104)
Net Increase (Decrease) After Other Financing Sources (Uses)	1,266,889	(711,740)	533,772	1,720,191
Ending Working Capital	$ 4,678,731	$ 3,255,113	$ 5,212,503	$ 6,932,694
Operating Expenditures per Day	$ 4,120	$ 8,207	$ 5,805	$ 8,722
No. of Days of Operating Expenditures in Working Capital	1,136	397	898	795
Bond Coverage Ratio: VRF Series 2013 Bonds/2020A Bonds	2.20	1.76	1.81	1.87

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General Fund

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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 2021	Budget 2022	Estimated 2022	Budget 2023
Personnel Services				
Salaries and Wages	$ 884,136	$ 1,788,800	$ 1,121,770	$ 1,894,440
Employee Benefits	168,774	390,900	315,103	417,865
Adminstrative Cost	16,500	33,150	22,675	35,100
Supplies	5,721	22,000	52,971	27,000
Other Services and Charges	379,034	533,100	462,276	646,800
Maintenance	39,266	98,000	97,240	33,000
Operations Subtotal	1,493,432	2,865,950	2,072,035	3,054,205
Capital and Non-capital Outlay	10,430	129,500	46,903	129,500
Total Expenditures	**1,503,862**	**2,995,450**	**2,118,938**	**3,183,705**
PERSONNEL				
Exempt	4	8	4	8
Non-Exempt	2	9	9	10
Part-Time	1	-	1	-
Total Positions Authorized	**7**	**17**	**14**	**18**

Contact Us:

Maria E. Alaniz
Administrative Assistant
P.O. Box 1766
Pharr, TX 78577 (956) 402-4762

MAJOR FY 2023 GOALS

1.) Continue 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.

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Administration

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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 2021	Budget 2022	Estimated 2022	Budget 2023
COMPENSATION				
Salaries	$ 497,934	$ 543,000	$ 515,169	$ 612,900
Contingency	-	50,200	-	61,340
Total Salaries	497,934	593,200	515,169	674,240
Other				
Overtime	205	500	300	500
Vehicle Allowance	16,200	22,800	15,600	22,800
Phone Allowance	5,296	6,300	5,100	6,300
Total Other	21,701	29,600	21,000	29,600
Sub-Total	519,635	622,800	536,169	703,840
Benefits/Other:				
Social Security	31,057	46,000	32,400	52,200
Health Insurance	27,028	37,000	39,700	44,550
Retirement	35,936	45,000	61,100	51,200
EAP-Assistance	-	-	67	105
Administrative Fee	10,350	9,750	9,225	11,700
Total Compensation and Adm. Fees	624,005	760,550	678,661	863,595
SUPPLIES				
Office Supplies	4,600	6,000	17,266	6,000
Total Supplies	4,600	6,000	17,266	6,000
OTHER SERVICES & CHARGES				
Janitorial	52	1,000	311	1,000
Utilities	2,937	2,800	2,321	2,800
Contractual Services	3,750	-	17,961	-
Contractual Adm/IT Services	7,555	8,500	8,500	12,000
Dues & Subscriptions	13,861	18,000	17,554	18,000
Subscriptions-software	719	1,200	651	1,200
Postage/FedEx/Courier Services	2,157	2,500	2,893	2,500
General Liability	2,903	3,000	4,046	5,000
Insurance - E&O	1,465	1,500	1,757	2,000
Insurance - Surety	694	800	800	800
Insurance - LOC	500	500	500	500
Insurance - Other	10,370	3,800	11,532	3,800
Insurance - Cybersecurity	3,200	3,400	4,209	4,500
Business Meals	-	500	1,500	500
Advertising	-	4,000	20	4,000
Training	3,807	8,000	4,729	8,000
Travel	791	10,000	1,558	10,000

Printing	6,630	8,000	7,000	8,000
Bank service charges	-	100	-	100
Accounting & Auditing	29,210	36,000	25,255	36,000
Legal services	28,551	65,000	14,114	65,000
Legal services-gov. affairs	120,000	120,000	120,000	120,000
Financial consulting fees	4,005	6,500	6,310	6,500
Insurance consultant	-	10,000	-	10,000
Rental - Office	53,760	54,000	53,760	54,000
Rental - Office Equipment	7,149	8,500	7,100	8,500
Rental- Other	-	500	399	500
Contractual Website Services	2,600	2,400	2,200	2,400
Miscellaneous	-	500	9	500
Penalties & Interest	-	100	-	100
Total Other Services & Charges	306,666	381,100	316,989	388,200
MAINTENANCE				
Building Remodel	19,147	70,000	92,065	20,000
Maintenance and Repairs	17,794	25,000	2,385	10,000
Total Maintenance	36,941	95,000	94,450	30,000
CAPITAL OUTLAY				
Capital outlay	-	10,000	-	10,000
Non-capital	2,620	10,000	-	10,000
Total Capital Outlay	2,620	20,000	-	20,000
Total Expenditures	$ 974,832	$ 1,262,650	$ 1,107,366	$ 1,307,795

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 2021	Budget 2022	Estimated 2022	Budget 2023
COMPENSATION				
Salaries	$ 199,424	$ 558,000	$ 447,894	$ 586,000
Contingency	-	41,600	-	61,200
Total Salaries	199,424	599,600	447,894	647,200
Other				
Overtime	-	26,000	15,000	26,000
Vehicle Allowance	7,477	43,200	7,200	7,200
Phone Allowance	2,492	9,600	7,061	9,600
Total Other	9,969	78,800	29,261	42,800
Sub-Total	209,393	678,400	477,155	690,000
Benefits/Other:				
Social Security	14,902	51,200	35,772	52,800
Health Insurance	13,867	59,200	63,300	59,400
Retirement	16,018	50,200	61,076	51,800
EAP-Assistance	-	-	100	140
Administrative Fee	4,125	15,600	11,500	15,600
Total Compensation and Adm. Fees	258,306	854,600	648,903	869,740
SUPPLIES				
Office Supplies	82	5,000	7,507	10,000
Small Tools	470	10,000	27,288	10,000
Total Supplies	552	15,000	34,795	20,000
OTHER SERVICES & CHARGES				
Maintenance & Repairs	29	-	233	-
Janitorial	-	3,500	191	500
Utilities	228	500	641	750
Uniforms	-	6,000	2,001	6,000
Dues & Subscriptions	740	2,000	3,716	2,000
Subscriptions-software	7,245	20,000	14,378	20,000
Postage	67	500	43	250
Advertising	8,577	4,000	1,558	4,000
Training	890	12,500	1,050	12,500
Travel	575	20,000	14,334	20,000
Printing & Publications	0	-	57	100
Rental-Office Equipment	2,557	2,400	3,236	2,400
Rental-Other	989	500	895	1,000
Vehicle Rental	-	-	24,000	72,000
Vehicle Insurance	-	-	1,700	5,000
Vehicle Maintenance	-	-	200	3,000
Vehicle Fuel	-	-	2,000	25,000
Total Other Services & Charges	21,898	71,900	70,233	174,500
CAPITAL OUTLAY				
Capital Outlay	7,810	62,500	-	62,500
Non-Capitalized	-	27,000	46,903	27,000
	7,810	89,500	46,903	89,500
Total Expenditures	$ 288,566	$ 1,031,000	$ 800,834	$ 1,153,740

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Program Management

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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 2021	Budget 2022	Estimated 2022	Budget 2023
COMPENSATION				
Salaries	$ 146,386	$ 431,000.00	$ 104,246	$ 431,000
Contingency	-	30,200	-	43,200
Total Salaries	146,386	461,200	104,246	474,200
Other				
Overtime	-	-	-	-
Vehicle Allowance	7,477	21,600	3,600	21,600
Phone Allowance	1,246	4,800	600	4,800
Total Other	8,723	26,400	4,200	26,400
Sub-Total	155,109	487,600	108,446	500,600
Benefits/Other:				
Social Security	11,016	36,700	8,062	38,300
Health Insurance	7,084	29,600	3,100	29,700
Retirement	11,866	36,000	10,417	37,600
EAP-Assistance	-	-	9	70
Administrative Fee	2,025	7,800	1,950	7,800
Total Compensation and Adm. Fees	187,100	597,700	131,984	614,070
SUPPLIES				
Office Supplies	568	1,000	910	1,000
Total Supplies	568	1,000	910	1,000
OTHER SERVICES & CHARGES				
Dues & Subscriptions	407	2,500	1,800	2,500
Subscriptions-Software	48,693	69,000	68,999	73,000
Postage	13	100	100	100
Advertising	200	2,500	2,603	2,500
Training	350	3,000	300	3,000
Travel	-	2,000	496	2,000
Total Other Services & Charges	49,663	79,100	74,298	83,100
CAPITAL OUTLAY				
Capital	-	-	-	-
Non-capitalized	-	20,000	-	20,000
Total Capital Outlay	-	20,000	-	20,000
Total Expenditures	$ 237,332	$ 697,800	$ 207,192	$ 718,170

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ROW Operations

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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 2021	Budget 2022	Estimated 2022	Budget 2023
MAINTENANCE				
Maintenance and Repairs-BSIF	$ 2,325	$ 3,000	$ 2,790	$ 3,000
Total Maintenance	2,325	3,000	2,790	3,000
OTHER SERVICES & CHARGES				
Utilities-BSIF	807	1,000	756	1,000
Total Other Services & Charges	807	1,000	756	1,000
Total Expenditures	$ 3,132	$ 4,000	$ 3,546	$ 4,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Preliminary Fund Balance Summary
For Year Ending December 31, 2023

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Fund Balance	$ 108,760	$ 113,760	$ 108,942	$ 120,942
Revenues:				
Interest	182	5,000	12,000	1,800
Total Revenues	182	5,000	12,000	1,800
Expenditures:				
Principal	1,305,000	1,360,000	1,360,000	1,425,000
Interest and Fee Expenses	193,673	139,250	139,250	71,250
Total Debt Service Expenditures	1,498,673	1,499,250	1,499,250	1,496,250
Total Expenditures	1,498,673	1,499,250	1,499,250	1,496,250
Other Financing Sources:				
Transfer-in General Fund	1,498,673	1,499,250	1,499,250	1,496,250
Total Other Financing Sources	1,498,673	1,499,250	1,499,250	1,496,250
Ending Fund Balance	$ 108,942	$ 118,760	$ 120,942	$ 122,742

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Preliminary Fund Balance Summary
For Year Ending December 31, 2023

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Fund Balance	$ 67,084	$ 67,384	$ (738,322)	$ (733,381)
Revenues:				
Interest	178	400	5,200	15,000
Total Revenues	178	400	5,200	15,000
Expenditures:				
Principal	810,000	810,000	810,000	815,000
Interest and Fee Expenses	1,664,700	1,660,354	1,660,354	1,654,854
Total Debt Service Expenditures	2,474,700	2,470,354	2,470,354	2,469,854
Total Expenditures	2,474,700	2,470,354	2,470,354	2,469,854
Other Financing Sources:				
Transfer-in General Fund	1,669,116	2,470,354	2,470,095	2,469,854
Total Other Financing Sources	1,669,116	2,470,354	2,470,095	2,469,854
Ending Fund Balance	$ (738,322)	$ 67,784	$ (733,381)	$ (718,381)

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Revenue Bond, Taxable Series 2022A
Preliminary Fund Balance Summary
For Year Ending December 31, 2023

www.hcrma.net

	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Fund Balance	$ -	$ -	$ -	$ 7,170,291
Revenues:				
Interest	-	-	69,000	144,000
Total Revenues	-	-	69,000	144,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	-	-	2,664,186	3,295,900
Total Debt Service Expenditures	-	-	2,664,186	3,295,900
Other Financing Sources:				
Bond Proceeds	-	-	9,765,477	-
Total Other Financing Sources	-	-	9,765,477	-
Ending Fund Balance	$ -	$ -	$ 7,170,291	$ 4,018,391

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lien Revenue Bond, Taxable Series 2022B
Preliminary Fund Balance Summary
For Year Ending December 31, 2023

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	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Fund Balance	$ -	$ -	$ -	$ 1,539,439
Revenues:				
Interest	-	-	17,000	204,000
Total Revenues	-	-	17,000	204,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	-	-	1,195,000	1,478,350
Total Debt Service Expenditures	-	-	1,195,000	1,478,350
Other Financing Sources:				
Bond Proceeds	-	-	2,717,439	-
Total Other Financing Sources	-	-	2,717,439	-
Ending Fund Balance	$ -	$ -	$ 1,539,439	$ 265,089

Hidalgo County Regional Mobility Authority
CAPITAL PROJECT FUND BUDGET
Constuction Tollway 365 Project
Fund Balance Summary
For Year Ending December 31, 2023

www.hcrma.net

	Actual 2021	Budget 2022	Estimated 2022	Budget 2023
Beginning Fund Balance	$ -	$ -	$ -	**$ 174,134,337**
Revenues:				
TxDOT Grant	-	50,182,000	50,182,000	104,753,862
Interest	-	-	17,000	204,000
Total Revenues	-	50,182,000	50,199,000	104,957,862
Expenditures:				
CONSULTING AND ENGINEERING	-	-	1,405,000	1,500,000
SH 365-ENVIROMENTAL	-	-	44,000	100,000
SH365-ROW	-	-	105,000	1,600,000
PROFESSIONAL SERVICES	-	-	172,000	150,000
365 PROJECT CONSTRUCTION A	-	44,156,663	14,338,663	120,000,000
365 PROJECT CONSTRUCTION B	-	35,843,337	35,843,337	-
Total Expenditures	-	80,000,000	51,908,000	123,350,000
Other Financing Sources (Uses):				
Bond Proceeds	-	175,843,337	175,843,337	-
Total Other Financing Sources	-	175,843,337	175,843,337	-
Ending Fund Balance	**$ -**	**146,025,337**	**174,134,337**	**155,742,199**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-64

APPROVAL OF CONTRACT AMENDMENT 14 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. FOR NO COST TIME EXTENSION

THIS RESOLUTION is adopted this 13th day of December 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; 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, on December 20, 2021 the Authority approved 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; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 – Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of $31,571.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 – Consideration and Approval of Contract Amendment 13 to the Professional Services Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of $40,220.04 for a revised maximum payable amount of $782,985.20; and

WHEREAS, the authority finds it necessary to approve Resolution 2022-64 - Consideration and Approval of Contract Amendment 14 to the Professional Services Agreement with C&M Associates, Inc. for 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 Contract Amendment Number 14 to the Professional Services Agreement with C&M Associates, Inc., for a no cost time extension, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 14 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 13th day of December, 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract
Amendment 14
to
Professional Service
Agreement with
C&M
Associates, Inc.

for

No Cost Time Extension

SUPPLEMENTAL AGREEMENT NO. 14

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 14 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, 2023.

This Supplemental Agreement No. 14 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)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-65

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 7 SUPPLEMENTAL NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR A NO-COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 13th day of December 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HOR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HOR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 202 l the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HOR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental I to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HOR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-50 Work Authorization 2 Supplemental Agreement 4 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension through June 30, 2023 for general engineering consulting services for project letting management and oversight on the Hidalgo County Regional Mobility Authority 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-51 Work Authorization 3 Supplemental Agreement 2 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $88,206.93 for general engineering consulting services for TMS Assessment, Toll Integrator Project procurement and amending documents to incorporate the HCRMA overweight /oversize program on the 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-52 Work Authorization 4 Supplemental Agreement 1 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $85,846.48 for advanced schematic development and coordinate meetings between railroad companies, HCRMA, and other local agencies related to the interaction of rail and highway operations within the ITBC Corridor; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-65 to approve Work Authorization Number 7 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023.

****

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 7, Supplemental Agreement 1 with HDR Engineering, Inc. for a no-cost time extension for General Engineering Consulting Services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process extending performance date to December 21, 2023, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 7 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 13th day of December 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 7, SA1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 7 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

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)

ATTACHMENT D-1

WORK AUTHORIZATION NO. 7
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 $119,970.68 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 Ill thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 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 Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC	THE AUTHORITY
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E
(Printed Name)	(Printed Name)
Gulf Coast Area Manager	Executive Director
(Title)	(Title)
02-24-2022	2/25/2022
(Date)	(Date)

LIST OF EXHIBITS
Exhibit A Services to be provided by the Authority
Exhibit B Services to be provided by the GEC
Exhibit C Work Schedule
Exhibit D Fee Schedule/Budget
Exhibit H-2 Sub provider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. Task 1 – Existing VECP Review during construction

   1.1 Review of Contractor's revised VE plans – The GEC shall provide a limited plan review to confirm that the contractor's revised plans:

   - Meet the requirements of the contract,
   - Are consistent with the Contractor's original commitments,
   - Meet applicable standards and governmental requirements,
   - Meet intended operational and maintenance requirements, and,
   - Are consistent with environmental commitments (a collaborative effort with Blanton and Associates). Environmental changes shall be identified and tracked.

   The GEC will set up a review process to provide easy file sharing and consistent review between the RMA, contractor, and the GEC. The process will be implemented using Bluebeam profiles.

   1.2 Quality Assurance (documentation) of reviewed Contractor's Quality Control Plan Execution for their Value Engineering Plan – The GEC shall review Contractor's submittal information and backup information (Quality Control documentation) to confirm that Contractor's quality control efforts are complete.

   1.3 VE workshops - The GEC shall attend any HCRMA or Contractor calls or workshops related to VE design.

2 Task 2 - Review of additional VECP concepts – Should Contractor submit additional VECP concepts, the GEC shall coordinate, evaluate, and provide recommendations:

   2.1 Coordination – The GEC shall:

- Participate in Contractor workshops to review and discuss the Contractor's Value Engineering concepts,
- Participate in owner meetings/workshops related to VE Concepts,
- Provide requested VE supporting information at HCRMA board meetings and,

  Assist HCRMA with potential 3rd party coordination with respect to VE concepts.

2.2 Evaluation - The GEC shall:

- Review Contractors Exhibit A (VE concept memo) and provide independent assessments, risk analysis, constructability reviews and recommendations.
- Review Contractors design/construction cost estimates for their proposed VE concepts to determine overall impacts to costs. An independent design/construction estimate of probable construction costs shall be developed and compared with Contractors estimate.
- Review Contractors schedule refinements for their proposed VE proposals to determine impacts to overall schedule and critical path. An independent assessment of schedule shall be developed. And compared with Contractor's schedule. Original schedule during the procurement phase shall be used as the baseline

2.2.1 Environmental Impacts - The GEC shall:

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 Contractor VE concepts. Contractor is responsible for all revisions.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The GEC independent technical review (ITR) of the items listed in Tasks 1.1, 1.2, and 2.2 of this scope of services represent technical observations and recommendations, and the engineers of record remain responsible for determining if said observations and recommendations are to be incorporated into their final design. The GEC is not liable for their recommendations whether they are accepted or not.

EXHIBIT C
WORK SCHEDULE

VECP Design Independent Technical Review (ITR)

Task 1

Existing VECP ITR during construction	**03/01/2022 - 12/30/2022**

Task 2

Additional VECP ITR during construction	**03/01/2022 – 12/30.2022**

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 07

	VECP Design ITR		Total by Firm	% by Firm
	Labor	ODE		
HDR	$119,872.68	$98.00	$119,970.68	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	$119,872.68	$98.00	Total WA	100%
Total by Task	$119,970.68		$119,970.68	

Prime Provider: HDR Engineering, Inc.
Subconsultant: 0
Work Authorization: 07
Legend: reocurring every X months = ~Xmos

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Geotech Engineer	Transportation Planner IV	Senior Environmental Scientist	Estimating Sch Support 2	Scheduler	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	$198.00	$175.37	$179.61	$161.23	$84.86		
DESCRIPTION OF TASKS/DETAILS															
1 - Task 1 - VECP review during construction														0	$0.00
1.1 review of revised VE plans	24	16	25	10	30	20	24	20			20	20	5	214	$34,479.57
1.2 Quality Assurance of reviewed VE plans	4	2		30										36	$8,804.97
1.3 VE workshops	40	30			10	10		10			5	5		110	$23,054.50
Set up review processes	2			2	20								2	26	$5,063.50
														0	$0.00
														0	$0.00
2 - Task 2 - Review of additional concepts														0	$0.00
(if provided by Contractor)															
2.1 Coordination / workshops	15	4	1		8			2			5	5	1	41	$7,471.31
2.2 Evaluation	3	8	5	2	9	2		2		8			1	40	$8,197.96
2.3 Environmental impacts	20	11	18	4	22				16				8	99	$21,621.31
														0	$0.00
														0	$0.00
														0	$0.00
														0	$0.00
														0	$0.00
Labor Hours Total	108	71	49	48	99	32	24	34	16	8	30	30	17	566	hours chec
Labor Cost Total	$23,826.96	$18,074.47	$14,552.51	$11,540.16	$19,602.00	$5,430.72	$3,394.32	$7,212.76	$3,168.00	$1,402.96	$5,388.30	$4,836.90	$1,442.62	**$119,872.68**	cost check
% Staff Distribution	19%	13%	9%	8%	17%	6%	4%	6%	3%	1%	5%	5%	3%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 07

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 WAXX	Sub-Total per ODE
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
				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)#: 7 WA Amount: $119,970.68 Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
GEC independent technical review (ITR) VECPs	**$119,970.68**
	$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).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-66

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 5 SUPPLEMENTAL NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR A NO-COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 13th day of December 2022, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HOR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR 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 HOR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of $310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HOR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of $79,429.57; and

WHEREAS, on December 20, 202 l the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HOR to increase the maximum payable amount from $1,018,118.62 to $1,407,587.59 for a total increase of $389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental I to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HOR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HOR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of $1,244,594.55; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-50 Work Authorization 2 Supplemental Agreement 4 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension through June 30, 2023 for general engineering consulting services for project letting management and oversight on the Hidalgo County Regional Mobility Authority 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-51 Work Authorization 3 Supplemental Agreement 2 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $88,206.93 for general engineering consulting services for TMS Assessment, Toll Integrator Project procurement and amending documents to incorporate the HCRMA overweight /oversize program on the 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-52 Work Authorization 4 Supplemental Agreement 1 to the Professional Services Agreement with HDR Engineering, Inc. for an increase of $85,846.48 for advanced schematic development and coordinate meetings between railroad companies, HCRMA, and other local agencies related to the interaction of rail and highway operations within the ITBC Corridor; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-66 to approve Work Authorization Number 5 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023.

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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, Supplemental Agreement 1 with HDR Engineering, Inc. for a no-cost time extension date to December 21, 2023, 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 13th day of December 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 5, SA1
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 5 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL 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 IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

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)

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)
12-29-2021	1/7/2022
(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)

Assumptions and Exclusions

- 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**

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																								
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	$5,654.76
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	
Labor Cost Total	$22,944.48	$17,819.90	$23,467.21	$7,693.44	$22,176.00	$44,454.02	$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. 2022-67

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 3 SUPPLEMENTAL NUMBER 2 WITH BLANTON & ASSOCIATES, INC. FOR FINAL RECONILIATION AND CLOSE OUT OF WORK AUTHORIZATION NUMBER 3

THIS RESOLUTION is adopted this 13th day of December 2022 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, on February 27, 2018 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, on February 27, 2018 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, on January 22, 2019 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, on January 22, 2019 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, on December 17, 2019 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, on December 17, 2019 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, on March 24, 2020 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, on March 24, 2020 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, on April 28, 2020 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, on April 28, 2020 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, on June 23, 2020 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, on June 23, 2020 the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on May 25th 2021 the Authority approved 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; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of $400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of $14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of $197,254.90.

WHEREAS, on August 20, 2022 the Authority approved Resolution 2022-54 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on August 20, 2022 the Authority approved Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-67 – Consideration and Approval of Work Authorization Number 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and closure out of Work Authorization Number 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 hereby approves Work Authorization 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and close out of Work Authorization Number 3; and,

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 3, Supplemental Agreement 2 to the Professional Services Agreement of 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 13th day of December 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 3 Supplemental Number 2

to the Professional Services Agreement with

Blanton & Associates, Inc. for

365 Tollway Project

SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO WORK AUTHORIZATION No. 3 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).

These Authorizations 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.

Article III **Compensation, Work Authorization Number 3 Supplemental Number 2:**
Article III Compensation shall be amended to decrease the maximum amount payable under this contract from $8,660.00 to **$3,762.77** for a total decrease of $4,897.23 due to surplus balance outlined in approved Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc.

This Work Authorization Number 3 Supplemental Number 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 GEC	**THE AUTHORITY**
_____ (Signature)	_____ (Signature)
Don Blanton (Printed Name)	Pilar Rodriguez, P.E. (Printed Name)
President (Title)	Executive Director (Title)
_____ (Date)	_____ (Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2022-68

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 10 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLANTON & ASSOCIATES, INC. TO DECREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 3 SUPPLEMENTAL NUMBER 2

THIS RESOLUTION is adopted this 13th 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, on January 22, 2019 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, on December 17, 2019 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, on March 24, 2020 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, on April 28, 2020 the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by $131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of $66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $66,168.15 for due Work Authorization No. 7; and

WHEREAS, on Dec 20, 2021 the 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.

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-50 Contract Amendment No. 7 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by $400,103.66 for due Work Authorization No. 8.

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-10 Contract Amendment No. 8 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,378,125.25 to 1,392,831.57 for a total increase of $14,706.32 for Work Authorization No. 9; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-21 Contract Amendment No. 9 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount from $1,392,831.57 to $1,590,086.47 for a total increase of $197,254.90 for Work Authorization No. 9 Supplemental Number 1; and

WHEREAS, the Authority finds it necessary to approve Resolution 2022-68 Contract Amendment Number 10 for Work Authorization No. 3, Supplemental Agreement 2 to the Professional Services Agreement with Blanton & Associates, Inc. to decrease the maximum payable amount by $4,897.23 for due Work Authorization No. 3; Contract Amendment No. 10, decreasing overall contract amount to $1,585,189.24; 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 Contract Amendment No. 10 for Work Authorization No. 3, Supplemental Agreement 2 to the Professional Services Agreement with Blanton & Associates, Inc. to decrease the maximum payable amount by $4,897.23 for due Work Authorization No. 3, decreasing overall contract amount to $1,585,189.24 (Exhibit A).

Section 3. The Board authorizes the Executive Director to execute contract documents: Contract Amendment 10, Work Authorization Number 3, Supplemental Agreement 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 13th day of December 2022, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment 10 for

Work Authorization Number 3, Supplemental Agreement 2

to the Professional Services Agreement

CONTRACT AMENDMENT NUMBER 10 FOR SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT NUMBER 10 FOR SUPPLEMENTAL AGREEMENT NO 2 TO WORK AUTHORIZATION No. 3 / 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).

These Authorizations 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.

Article III **Compensation, Main Contract:**
Article III Compensation shall be amended to decrease the maximum amount payable under this contract from $1,590,086.47 to **$1,585,189.24** for a total decrease of $4,897.23 due to surplus balance outlined in approved 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

This Contract Amendment 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.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Don Blanton	Pilar Rodriguez, P.E
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)