HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-01

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

THIS RESOLUTION is adopted this 23rd day of January, 2024 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;

WHEREAS, on January 25, 2022, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary;

WHEREAS, on January 24, 2023, the Authority reviewed the Investment Policy and determined that changes to the Investment Policy were necessary to reflect PFIA requirements; 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 23rd day of January, 2024, at which meeting a quorum was present.

~~S. David Deanda~~, Chairman
Ezequiel Reyna, Jr. Vice Chairman

Attest:

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
INVESTMENT POLICY
ADOPTED
MAY 16, 2012
AND
AMENDED
JANUARY 22, 2014
JANUARY 28, 2020
JANUARY 24, 2023

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.

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 short-term securities, money market mutual funds, or similar investment pools.

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. **Investment Advisors** The Authority may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash

flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the Authority. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the Authority's behalf and provide a list of its authorized broker/dealers on an annual basis. The Authority, however, retains ultimate responsibility as fiduciary of its assets.

V. **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:

1. Control of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. 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.
9. At least three bids or offers must be solicited for all other transactions involving individual securities. The Authority's investment advisor is also required to solicit at least three bids or offers when transacting trades on the Authority's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

VI. **Investment Training** Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

VII. **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 90 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 180 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.

VIII. Investment Parameters

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

i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),

ii. limiting investment in securities that have higher credit risks,

iii. investing in securities with varying maturities, and

iv. 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.

b. **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.

IX. Reporting

a. **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:

i. Listing of individual securities held at the end of the reporting period.
ii. 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).
iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
iv. Listing of investment by maturity date.
v. Percentage of the total portfolio which each type of investment represents.

b. **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.

c. **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.

X. Policy Considerations

a. **Existing Securities Exemption** The Authority is not required to liquidate investments that were authorized investments at the time of purchase. (Tex.

Gov't. Code Sec. 2256.017)

b. **Downgrade Provision** The Authority shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.

c. **Hold to Maturity** It is the Authority's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the Authority.

d. **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.

XI. **Investment Strategy for Bond Funds** The strategy and objectives for the investment of bond proceeds shall be to:

a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.
b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
c. Limit market and credit risk through diversification.
d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. **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.

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HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2024-02

RECINDING APPROVAL OF CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATION AND ESTIMATES FOR THE 365 TOLLWAY PROJECT, SEGMENTS 2 & 4

THIS RESOLUTION is adopted this 23rd of January 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of $998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of $310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of $27,558.89 for a revised maximum payable amount of $5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of $288,223.86 was approved; whereas only $283,023.23 was expended; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of $3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of $117,011.65; and

WHEREAS, on June 28, 2016 the Authority has approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of $34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of $27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of $5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, Segments 2 & 4; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-23 Approval of Work Authorization Number 6 to the Professional Service Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of $440,070.95; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-24 Approval of Contract Amendment Number 2 to the Professional Service Agreement with L&G Engineering to increase and the maximum payable amount for Work Authorization Number 6 in the amount of $22,233.55; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-56 Approval of Contract Amendment Number 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, segments 2&4; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-55 Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, Segments 2 & 4.

WHEREAS, the Authority finds it necessary to rescind approval of Resolution 2023-55 – Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications sand estimates for the 365 Tollway Project, Segments 2 & 4.

****

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

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

Section 2. The Board hereby rescinds approval of Resolution 2023-55 – Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project; hereto attached as Exhibit A.

Section 3. The Professional Service Agreement with L&G Engineering expires upon approval of Resolution 2024-02 by the Board of Directors.

****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd of January 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Rayna, Jr. Vice Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NO. 4
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING FOR PS&E FOR THE
365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-03

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL CONSULTANTS TO PROVIDE INDEPENDENT ASSURANCE TESTING FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 23rd day of January, 2024, by the Board of Directors of the HidalgoCounty Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

WHEREAS the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS on October 26, 2021 the Authority approved Resolution 2021-48 Approval of Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, for Construction Material Testing in the amount of $402,877.44 for the 365 Tollway Project; and

WHEREAS the Authority finds it necessary to approve Resolution 2024-03 Approval of Supplemental 1 to Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants for Independent Assurance Testing for the 365 Tollway Project in the amount of $22,783.00 per month from February 2024 until December 2025 in the aggregate amount of $524,009.00.

*****

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

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

Section 2. The Board hereby approves Supplemental 1 to Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants, in the amount of $524,009.00 to provide Independent Assurance Test for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental 1 to Work Authorization 1 with Atlas Technical Consultants., as approved by the Board.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of January 2024, at which meeting a quorum was present.

~~S. David Deanda, Jr., Chairman~~
Ezequiel Reyna, Jr. Vice Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Supplemental 1 to Work Authorization 1
to the
Professional Service
Agreement with
Atlas Technical Consultants
For
Independent Assurance Testing Services

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

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

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

PART II. The maximum amount payable under Supplemental 1 to Work Authorization 1 is $524,009.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the ENGINEER's estimated Work Authorization costs included in Exhibit D, Fee 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, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Marvin Garcia, PE	Pilar Rodriguez
(Printed Name)	(Printed Name)
Vice President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS
Exhibit B Services to be provided by the ENGINEER

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

January 15, 2024

Ramon Navarro, PE, CFM
Chief Construction Engineer, Hidalgo County Regional Mobility Authority
ramon.navarro@hcrma.net
956-402-4763

Re: Work Authorization Basis of Cost – Additional Verification Services
Independent Assurance Firm
365 Toll Project

Dear Mr. Navarro,

The following details the basis of cost for additional services related to Independent Assurance Testing on the 365 Toll Project as requested in your correspondence to Atlas on December 15, 2023. These additional services are in addition to the services outlined in our proposal letter dated October 11, 2021. Our additional services are outlined below:

- 100% Audit of Field and Laboratory materials test reports for the following construction elements:
  - Soils
  - Retaining Walls
  - Backfill and Bedding
  - Embankment
  - Concrete
  - Stabilized Subgrade
  - Hot-Mix Asphaltic Concrete (HMAC)
  - Other construction elements as requested by the HCRMA
- Monthly Audit Report to HCRMA summarizing our audit of materials test reports
- Attend In-person and virtual meetings as requested by HCRMA

Based on the attached budget estimate, we anticipate a budget on the order of $22,782.90/month will be needed for the above additional services.

If you have any questions, please feel free to give me a call at 210-257-9250 or email at brett.haggerty@oneatlas.com

Sincerely,

Brett Haggerty, PE
Project/General Manager

Cc: Dennis Turner, PE
Attachment: Work Authorization Fee Estimate

CMT Firm: PaveTex [ATLAS]

CMT Firm: PaveTex [ATLAS]			Monthly Estimate - Additional Services	
Personnel Classification	**Contract Rate**	**Unit**	**Quantity**	**Total**
Senior Project Manager / Principal	$ 186.90	Hour	15	$ 2,803.50
Project Engineer	$ 133.98	Hour	30	$ 4,019.40
Senior Project Inspector	$ 99.75	Hour	160	$ 15,960.00
Subtotal				$ 22,782.90

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-04

APPROVAL OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF GOODS AND SERVICES AS REVISED

THIS RESOLUTION is adopted this 23rd day of January, 2024, 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");

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 November 17, 2006, the Authority adopted its Policies and Procedures Governing the Procurement of Goods and Services (the "Policy"); the Policy was amended and restated on June 23, 2015 and further revised on June 25, 2019; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further revise the Policy;

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 Policy shall be amended as follows:

(a) Section 2.5 Disclosure is revised to recognize additional disclosures and certifications required by the state and federal government;

(b) Section 6.20 Value Engineering Change Order Process is revised to

recognize federal guidelines and TxDOT's policy; and

(c) Section 81. Approval of Board is revised to increase the procurement threshold for Board approval from $25,000 to $50,000.

Section 3. The Board hereby approves the Policy attached hereto 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 SPECIAL MEETING on the 23rd day of January, 2024, at which meeting a quorum was present.

~~S. David Deanda, Jr.~~, Chairman
Ezequiel Reyna, Jr. Vice Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF GOODS AND SERVICES

(Adopted November 17, 2006)
(Amended and Restated June 23, 2015)
(Revised June 25, 2019)
(Revised January 23, 2024)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES

(Adopted November 17, 2006)
(Amended and Restated June 23, 2015)
(Revised June 25, 2019)
(Revised January 23, 2024)

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AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SECTION 1. STATEMENT OF GENERAL POLICY.

1.1. Policy. It is the policy of the Hidalgo County Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the counties served by the Authority.

1.2. Required Conduct. An entity that does business with the Authority is required to (i) adhere to all civil and criminal laws related to business; maintain good standing with the State of Texas and Hidalgo County; and (ii) notify the Authority in writing within five (5) days after the date the entity knows or should have known of the existence of (a) a conviction of, plea of guilty or no lo contendere to, a civil judgment for, or a public admission to a crime or offense related to the business by the entity; (b) debarment by the entity by the State of Texas, federal government, Hidalgo County or any municipality within Hidalgo County; or (c) any behavior of the entity that seriously and directly affects the entity's responsibility to the Authority that is also a violation of the law or Authority's rules or policies. Any violation of Required Conduct is grounds for score reduction or contract termination.

SECTION 2. CONFLICT OF INTEREST.

2.1. No employee, officer, or agent of the contracting agency shall participate in the selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by: (a) the employee; (b) any member of his or her immediate family; (c) his or her partner; or (d) an organization that employs or is about to employ any of the above.

2.2. Independence and Influence. In addition to any other requirements of restrictions imposed by state law, a member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.3. Familial Relationships. A bidder shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships, including non-married partners and soon to be employers, with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

2.4. Benefits. An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, "benefit" shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: "a benefit … is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services." The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of $25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority's travel and entertainment policies, or as otherwise approved by the Executive Director.

2.5. Disclosure. It is the Authority's policy not to enter into a contract where a conflict of interest exists. The Authority shall take reasonable steps to identify and mitigate conflicts of interest for employees, board members, and consultants and will promptly disclose any potential conflict of interest in writing to TxDOT. Additionally,

(a) bidders for Authority contracts and affected Board Members are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, attached hereto as *Schedule 2.4 (a);*

(b) an entity that does business with the Authority is required to disclose, in writing, the existence of a conflict of interest involving an agreement between the entity and the Authority and adequately remedy the conflict either before the effective date of the agreement or, if the conflict arises after the effective date of the agreement, promptly after the date the entity knows or should have known of the conflict. Contractors and consultants of the Authority shall complete a certificate attesting to the following: (i) no ownership in real property that is known or anticipated to be necessary for the development of an Authority project; (ii) no personal investments that could be reasonably expected to create a conflict of interest with the Authority; (iii) after reasonably inquiry, no knowledge of any subcontractor having any investment in real property that is known or anticipated to be necessary for an Authority project or personal investment that could reasonably be expected to create a conflict of interest with the Authority; and (iv) no offer of any gift, favor, or service to a member or representative of the Authority Board of Directors that might reasonably influence any official duty or that is being offered with the intent to influence official conduct. If a contactor or consultant to the Authority cannot make such attestations, then a formal disclosure must be made. See *Schedule 2.4 (b)*;

(c) an entity that enters into a contract with the Authority must submit a disclosure of interest parties (Form 1295) to the Authority at the time the entity submits the signed contract to Authority as required by State; and

(d) an entity that enters into a contract with the Authority must provide any other

disclosures required by state or federal law at the time of the contract.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises ("DBEs") are encouraged to participate in the Authority's procurement process. The Authority has entered into an agreement with TxDOT adopting TxDOT's DBE policy. See *Schedule 3*.

SECTION 4. SUSPENSION AND DEBARMENT.

The Authority will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

(a) System for Award Management (SAM) – U.S. government official website; and

(b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

The Authority shall retain state and federal lists of vendors suspended and debarred from doing business with the US government and State of Texas, respectively, in accordance with the Authority's retention policies.

SECTION 5. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

Agent: A person, that is not an employee, or a consulting firm that is authorized by the Authority to act on behalf of the Authority, including consultants in management support roles.

ATC: Alternative technical concept.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Hidalgo County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for

which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board or Board of Directors: The Board of Directors of the Authority.

Brooks Act: 40 U.S.C. 1101-1104, providing for a qualifications-based selection procedure.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a Transportation Project and may also provide for financing, acquisition, maintenance or operation of a Transportation Project. Comprehensive Development Agreements are authorized under Sections 370.305-312, Texas Transportation Code, as may be amended from time to time.

Conflict of Interest: A situation in which an individual has competing interests or loyalties; a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. *Refer to the Authority's bylaws and Internal Ethics & Compliance Manual for the Authority's policy on conflict of interest.*

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Counties of the Authority: Hidalgo County, as well as any counties which may subsequently join the Authority.

DBE: Disadvantaged Business Entity as described in Section 3.

Design Build Agreement: An agreement with a private entity that provides for both the design and construction services for a Transportation Project and may also provide for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a Transportation Project, but does not include a leasehold interest in the Transportation Project or the right to operate or retain revenue from the operation of the Transportation Project. Design Build Agreements are authorized under Subchapter K of Chapter 360, Texas Transportation Code, as may be amended from time to time.

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

Emergency: Any situation or condition affecting a Transportation Project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in Section 6 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that

award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which

do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Open Meetings Act: Chapter 551 of the Texas Government Code, as amended from time to time.

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, or, if federally funded, the Brooks Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Information Act: Chapter 552 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

(a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;

(b) an electric transmission or distribution line or associated equipment; or

(c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

RFDP: Request for detailed proposals.

RFI: Request for information.

RFP: Request for proposal.

RFQ: Request for qualifications.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A Transportation Project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation Project: Includes a(n):

(a) turnpike project;

(b) system;

(c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation;

(d) bridge;

(e) ferry;

(f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;

(g) pedestrian or bicycle facility;

(h) intermodal hub;

(i) automated conveyor belt for the movement of freight;

(j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than 50 miles from an international border;

(k) air quality improvement initiative;

(l) public utility facility;

(m) a transit system;

(n) a parking area, structure, or facility, or a collection device for parking fees;

(o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and

(p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

(a) an improvement to relieve traffic congestion or promote safety;

(b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;

(c) an administration, storage, or other building the Board considers necessary to operate the project;

(d) property rights, easements and interests the Board acquires to construct or operate the project;

(e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and

(f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1 Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in

accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

6.2 Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2 with respect to bidders on building contracts.

6.3 Qualifying with the Authority.

6.3.1 If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:

6.3.1.1 a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;

6.3.1.2 the bidder's current audited financial statement in form and substance acceptable to the Authority; and

6.3.1.3 a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.

6.3.2 An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.

6.3.3 Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars ($1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars ($100,000.00).

6.3.4 The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial

condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

6.4 Notice of Contract Letting.

6.4.1 Each notice of contract letting must provide:

6.4.1.1 the date, time, and place where contracts will be let and bids opened;

6.4.1.2 the address and telephone number from which prospective bidders may request bid documents; and

6.4.1.3 a general description of the type of construction, services or goods being sought by the Authority.

6.4.2 The Authority shall post notices of contract lettings on its website for at least two (2) weeks before the date for letting of a contract.

6.4.3 Notice of contract letting shall also be published in the officially designated newspaper of the Authority at least once, and no less than two (2) weeks before the date set for letting of the contract.

6.4.4 The Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.

6.4.5 The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.

6.4.6 As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice required under subparagraphs (b) and (c) above shall constitute the only official notice.

6.5 Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6.

6.6 Issuance of Bid Documents. Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or

building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

6.6.1 to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;

6.6.2 to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and

6.6.3 to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

6.7 Withholding Bid Documents. The Authority will not issue bid documents for a construction contract if:

6.7.1 the bidder is suspended or debarred from contracting with TxDOT or the Authority;

6.7.2 the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;

6.7.3 the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;

6.7.4 the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or

6.7.5 the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

6.8 Completion and Submission of Bid Documents.

6.8.1 At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.

6.8.2 Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.

6.8.3 Each set of bid documents shall be executed in ink in the complete and correct name

of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.

6.8.4 If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of 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 (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.

6.8.5 A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three (3)-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.

6.8.6 The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for_____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

6.9 Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

6.10 Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

6.11 Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public

meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

6.11.1 the bid is submitted by an unqualified bidder;

6.11.2 the bid is in a form other than the official bid documents issued to the bidder;

6.11.3 the form and content of the bid do not comply with the requirements of the bid documents and/or Subsection 6.8;

6.11.4 the bid, and if required, federal-aid project certification, are not signed;

6.11.5 the bid was received after the time or at some location other than specified in the notice or as may have been extended;

6.11.6 the bid guaranty, if required, does not comply with Subsection 6.8;

6.11.7 the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;

6.11.8 the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;

6.11.9 the bidder was not authorized to be issued a bid under this policy;

6.11.10 the bid did not otherwise conform with the requirements of this policy; or

6.11.11 more than one (1) bid involves a bidder under the same or different names.

6.12 Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will he determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent ($.001) and will be entered in the bid tabulation as $.001. Any entry less than $.001 will be interpreted and entered as $.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two (2) computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority may select either the regular bid item or items or the alternative.

6.13 Award of Contract. Except as otherwise provided in this Section 6, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

6.13.1 the bidder's ability, capacity, and skill to perform the contract or provide the service required;

6.13.2 the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;

6.13.3 the bidder's character, responsibility, integrity, reputation, and experience;

6.13.4 the quality of performance by the bidder of previous contracts or services;

6.13.5 the bidder's previous and existing compliance with laws relating to the contract or service; and

6.13.6 the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

6.14 Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

6.14.1 there is reason to believe collusion may have existed among the bidders;

6.14.2 the low bid is determined to be both mathematically and materially unbalanced;

6.14.3 the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or

6.14.4 the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

6.15 Bid Protests.

6.15.1 All protests relating to advertising of bid notices, alleged improprieties or

ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director within five (5) days of the bid opening. Each protest must include the following:

6.15.1.1 the name and address of the protester, and the vendor it represents, if different;

6.15.1.2 the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;

6.15.1.3 a statement of the grounds for protest; and

6.15.1.4 all documentation supporting the protest.

6.15.2 A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

6.15.3 Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

6.16 Contract Execution; Submission of Ancillary Items.

6.16.1 Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.

6.16.2 After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:

6.16.2.1 a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law; and

6.16.2.2 a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the

certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

6.17 Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

6.18 Bid Guaranty. Not later than seven (7) days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with Subsection 6.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under Subsection 6.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

6.19 Progress Payments; Retainage and Liquated Damages.

6.19.1 In addition to other provisions required by the Authority, construction and building contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.

6.19.2 Unless otherwise stated in the procurement, retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:

6.19.2.1 retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;

6.19.2.2 all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;

6.19.2.3 the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the retainage or any investments in which it is invested; and

6.19.2.4 any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.

6.19.3 Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

6.20 Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents; provided that the VECP is aligned with (i) federal guidelines provided in 23 CFR Part 627 and 23 USC 106, as may be amended from time to time, and (ii) TxDOT's VECP policy.

SECTION 7. PROFESSIONAL SERVICES.

7.1 General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control. Where federal funds are applied to a contract, the Authority shall follow the Brooks Act, and/or other applicable federal law.

7.2 Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall solicit interest in a single step process and invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ")[1] issued by the Authority.

7.3 Notice of RFQs.

7.3.1 Notice of the issuance of an RFQ for engineering and design related professional services must provide:

7.3.1.1 the contact or location from which prospective engineering and design related providers may request the RFQ;

7.3.1.2 provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;

7.3.1.3 identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience,

[1] Title 23 CFR Section 172.7 refers to the single-step process of solicitation as a request for proposal (RFP).

specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;

7.3.1.4 qualifications to perform the type of work requested;

7.3.1.5 specify the contract type and method(s) of payment;

7.3.1.6 identify any special provisions or contract requirements associated with the solicited services; and

7.3.1.7 enough time for firms to submit a proposal.

Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate experience, qualifications, and competence of the potential provider of engineering and design related services.

7.3.2 The Authority does not require or accept concealed cost proposals as part of the RFQ process.

7.3.3 The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for the responses.

7.3.4 The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, or any newspaper, trade journal, or other such location as the Authority determines will enhance competition for the provision of services.

7.3.5 The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

7.4 EVALUATION, RANKING, AND SELECTION.

The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's demonstrated competence and qualifications to perform the service, including pre-certification by TxDOT; and ability to perform the services for a fair and reasonable price. Cost shall not be a factor in the procurement process, nor shall there be any preference for state or local firms.

7.4.1 The Authority shall select qualified providers of professional services by first

submitting all responses to a selection committee assigned by the Executive Director or the Board for scoring of the responses based on the criteria published in the RFQ.

7.4.2 Based on the committee's review and scoring, three (3) or more firms may be short-listed based on ranking for further consideration and may be required to submit supplemental information. In determining whether to short-list firms, the committee should take into consideration, the total number of submittals and the range of scores, including any natural or obvious breaks in scoring. In instances where less than three (3) qualified consultants respond to the solicitation, the Authority may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Authority may pursue procurement following the non-competitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation.

7.4.3 After scoring, the committee shall have the option of submitting a short-list of providers to the Board or submitting all of the respondents to the Board along with the Committee's score sheets and recommendations. The selected firms may be required to make a formal presentation before the Board of Directors if the Authority determines it is needed based on size and complexity of the project.

7.4.4 After receipt and review of the committee's scoring and recommendations, if formal presentations are made to the Board, the board members shall individually rate and score each respondent based on both written and presented qualifications. The individual scoring sheets will then be compiled by legal counsel or a staff member and the final ranking reviewed by a separate staff member. The highest ranking consultant is recommended to be awarded the contract. If formal presentations are not made to the Board, the Board shall approve the committee's ranking.

7.5 Fees and Negotiations.

(a) The Authority shall attempt to negotiate a contract with the most highly qualified firm. If the Authority is unable to negotiate a satisfactory contract with the firm, the Authority shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected process. The Authority shall continue the process until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

(b) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary in the area of the authority may not exceed any maximum provided by law. The Authority may use TxDOT pricing guidance for comparative purposes.

(c) The Authority shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiation.

(d) The Authority shall establish indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs separately to ensure services are obtained at a fair and reasonable cost.

(e) The Authority shall retain documentation of negotiation activities as required by applicable law.

7.6 Termination of Procurement. The Authority may terminate a procurement of professional services pursuant to this Section 7 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

7.7 Selection Disputes.

7.7.1 All protests relating to RFQ notices, alleged improprieties or ambiguities in the evaluation criteria, deadlines, and all other selection-related procedures must be made in writing and, submitted to the Executive Director within five (5) days after the Board approves the top ranked respondent. Each protest must include the following:

7.7.1.1 the name and address of the protester, and the vendor it represents, if different;

7.7.1.2 the identification number, reference number, or other identifying criteria specified in the RFQ to identify the procurement in question;

7.7.1.3 a statement of the grounds for protest; and

7.7.1.4 all documentation supporting the protest.

7.7.2 A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

7.7.3 Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

SECTION 8. GENERAL GOODS AND SERVICES

8.1 Approval of Board. Every procurement of general goods and services costing more than fifty thousand dollars ($50,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing twenty-five thousand dollars ($25,000.00) or less by such method and on such terms as the

Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars ($25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3 Competitive Bidding Procedures. Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

8.3.1 with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;

8.3.2 the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;

8.3.3 notice of the procurement shall be published at least two (2) weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website;

8.3.4 in addition to advertisement of the procurement as set forth in Subsection 8.3(c) above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and

8.3.5 a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

8.4 Award Under Competitive Bidding.

8.4.1 Contracts for general goods and services procured using competitive bidding shall be awarded to the lowest best bidder based on the same criteria used in awarding construction contacts, together with the following additional criteria:

8.4.1.1 the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and

8.4.1.2 the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.

8.4.2 In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to

underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

8.4.2.1 No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

8.5 Competitive Sealed Proposals.

8.5.1 Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:

8.5.1.1 the Authority's specifications for the good or service to be procured;

8.5.1.2 an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;

8.5.1.3 a schedule of items for which unit prices are requested;

8.5.1.4 the time within which the contract is to be performed;

8.5.1.5 any special provisions and special specifications; and

8.5.1.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

8.5.2 Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.

8.5.3 Revision of Proposals. After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.

8.5.4 Refusal of All Proposals. The Authority shall refuse all proposals if none of those submitted is acceptable.

8.5.5 Contract Execution. The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority,

considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.6 Proprietary Purchases. If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one (1) vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 9. CONSULTING SERVICES.

9.1 Contracting for Consulting Services. The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

9.2 Selection Criteria. The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

9.3 Contract Amounts. The Authority may procure consulting services anticipated to cost no more than twenty-five thousand dollars ($25,000.00) by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than twenty-five thousand dollars ($25,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than twenty-five thousand dollars ($25,000.00) shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

9.4 Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the

procurement of professional services.

9.5 Request for Proposals. Each RFP shall contain the following information:

9.5.1 the Authority's specifications for the service to be procured;

9.5.2 an estimate of the various quantities and kinds of services to be performed;

9.5.3 a schedule of items for which unit prices are requested;

9.5.4 the time within which the contract is to be performed;

9.5.5 any special provisions and special specifications; and

9.5.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of an RFP, the Authority shall follow the notices set forth in Section 8 of these policies for the procurement of general goods and services.

9.6 Notice of RFQs and RFPs.

9.6.1 Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.

9.6.2 The Authority shall publish the notice of issuance of an RFQ or RFP on its website and shall either (1) publish notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, in an issue of the *Texas Register*, or (2) publish in the officially designated newspaper of the Authority notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority.

9.6.3 The Authority may, but shall not be required to, solicit responses to an RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone or Internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the Authority's website.

9.6.4 The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

9.7 Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

9.8 Contract Negotiation and Execution.

9.8.1 With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.

9.8.2 With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

9.9 Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds twenty-five thousand dollars ($25,000.00). If the anticipated cost of services is less than twenty-five thousand dollars ($25,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next

regularly scheduled board meeting.

9.10 Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two (2) years preceding, the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

9.11 Mixed Contracts. This Section 9 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

10.1 Comprehensive Development Agreements Allowed. If specifically authorized by an applicable statute, the Authority may enter into a comprehensive development agreement ("CDA") with a private entity to construct, maintain, repair, operate, extend, or expand a Transportation Project. A CDA shall, at a minimum, provide for the design and construction of a Transportation Project, and may also provide for the financing, acquisition, maintenance, or operation of a Transportation Project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

10.2 Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this Section 10. The competitive bidding requirements for highway projects as specified under Chapter 223, Texas Transportation Code, and the Texas Professional Services Procurement Act do not apply to a CDA. The CDA procurement process may also provide for the submission of alternative technical concepts and value added concepts from proposers.

10.3 Unsolicited Proposals.

10.3.1 The Authority may accept unsolicited proposals for a project proposer to be developed through a CDA. An unsolicited proposal must be filed with the Authority and be accompanied by a $20,000.00 non-refundable review fee. An unsolicited proposal must include the following information:

10.3.1.1 the proposed Transportation Project location, scope, and limits;

10.3.1.2 information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;

10.3.1.3 a proposed financial plan for the proposed project that includes, at a minimum (A) projected project costs, and (B) proposed sources of funds; and

10.3.1.4 the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a

subconsultant, for the Authority.

10.3.2 Unsolicited proposals shall be reviewed by the Authority staff and/or consultants. The staff/consultants may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.

10.3.3 If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications (RFQ) in accordance with the requirements of Section 10.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of Section 10.5.

10.4 Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications. The Authority may solicit proposals or competing proposals by issuing an RFQ relating to a CDA project. The Authority shall publish an RFQ (or a notice of availability of an RFQ) in the *Texas Register* and post it on the Authority's website.

10.4.1 An RFQ issued by the Authority shall include the following information:

10.4.1.1 a description of the project;

10.4.1.2 criteria used to evaluate the proposals;

10.4.1.3 the relative weight given to the criteria; and

10.4.1.4 the deadline by which proposals must be received by the Authority.

10.4.2 A proposal submitted in response to an RFQ issued under this Section 10.4, or a competing proposal submitted in response to an RFQ issued under Section 10.3(c) above, must include, at a minimum, the following:

10.4.2.1 information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;

10.4.2.2 in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;

10.4.2.3 such additional information that the Authority requests within the RFQ;

10.4.2.4 the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and

10.4.2.5 in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a $20,000.00 non-refundable proposal review fee.

10.4.3 The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 10.4.

10.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

10.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers will qualify to submit detailed proposals in accordance with the requirements of Section 10.6: The Authority may include an interview as part of its evaluation process.

10.5.2 The Authority must qualify at least two (2) private entities to submit detailed proposals in accordance with the procedures under Section 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ (or no entity submits a response to an RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

10.6 Requests For Detailed Proposals.

10.6.1 The Authority shall issue a request for detailed proposals ("RFDP") from all proposers qualified in accordance with Section 10.5 above. The Authority shall mail an RFDP directly to the proposer's main address as designated in the response to the RFQ, and such RFDP must contain the following information:

10.6.1.1 Detailed instructions for preparing the technical proposal and the items to be included, including the criteria which will be used to evaluate the detailed proposals;

10.6.1.2 The relative weight given to the technical and pricing proposals and the criteria for evaluating and ranking them;

10.6.1.3 The process for submission of ATCs and/or VACs and the manner in which they will be considered in the evaluation and scoring process; and

10.6.1.4 The deadline by which the proposals must be received.

10.6.2 An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal relating to the following:

10.6.2.1 the proposer's qualifications and demonstrated technical competence;

10.6.2.2 the feasibility of developing the project as proposed;

10.6.2.3 detailed engineering or architectural designs;

10.6.2.4 the proposer's ability to meet schedules;

10.6.2.5 costing methodology; and

10.6.2.6 any other information the Authority considers relevant or necessary to fully assess the project.

10.6.3 The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

10.6.4 In developing and preparing to issue an RFDP in accordance with Section 10.6(a), the Authority may solicit input from entities qualified under Section 10.5 or any other person.

10.6.5 After the Authority has issued an RFDP under Section 10.6(a), the Authority may solicit input from the proposers regarding ATCs and/or VACs.

10.7 Evaluation and Ranking of Detailed CDA Proposals. The Authority shall first open, evaluate, and score each technical proposal based on criteria set forth in the RDFP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFPD. Based on the weighting of technical and cost proposals described in the RFDP, the Authority shall then identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of the evaluation process.

10.8 Post-Submissions Discussions.

10.8.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority, clarifications and minor adjustments in scheduling, cash flow, similar items, and other matters that have arisen since the submission of the detailed proposal.

10.8.2 If at any point in discussions under Subsection 10.8.1 above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may enter into discussions with the proposer submitting the next-highest ranking proposal.

10.8.3 If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

10.9 Negotiations for CDA. Subsequent to the discussions conducted pursuant to Section 10.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

10.9.1 The Authority shall prescribe the general form of the CDA and may include any

matter therein considered advantageous to the Authority.

10.9.2 The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

10.9.3 In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.

10.9.4 Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.12 if detailed proposals have been submitted to the Authority.

10.10 CDA Projects with Private Equity Investment.

10.10.1 If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:

10.10.1.1 methods to determine the applicable cost, profit, and project distribution between the proposer and the Authority;

10.10.1.2 reasonable methods to determine and clarify toll rates or user fees;

10.10.1.3 acceptable safety and policing standards; and

10.10.1.4 other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.

10.10.2 The Authority may only enter into a CDA with private equity investment if the project which is the subject of the CDA is identified in TxDOT's unified transportation program or is located on a transportation corridor identified in a statewide transportation plan.

10.10.3 The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a Transportation Project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a Transportation Project.

10.11 Authority Property Subject to a CDA. A Transportation Project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits or any other lawful form of use to enable a private entity to construct, operate, and maintain a Transportation Project, including supplemental facilities. At the termination of any such agreement,

the Transportation Project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

10.12 Payment For Submission of Detailed CDA Proposals.

10.12.1 The Authority may pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP under Section 10.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. Such amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this Section.

10.12.2 After payment of the stipulated amount, if any, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

10.13 Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information is submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

10.14 Performance and Payment Security.

10.14.1 The Authority shall require any private entity entering onto a CDA to provide a performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity or a subcontractor of the private entity to supply labor or material. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

10.14.2 An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.

10.14.3 A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.

10.14.4 In no event may the amount of the payment security be less than the performance security.

10.14.5 Alternative forms of security may be permitted or required in the following forms:

10.14.5.1 a cashier's check drawn on a financial entity specified by the Authority;

10.14.5.2 a U.S. Bond or Note;

10.14.5.3 an irrevocable bank letter of credit; or

10.14.5.4 any other form of security determined suitable by the Authority.

10.15 Legal Sufficiency Review. The Authority may require a private entity engaged in post-submission discussions or negotiations with the Authority concerning a proposed CDA to pay for or reimburse the Authority for an examination fee assessed in connection with the legal sufficiency review by the Texas Attorney General required by Section 371.051 of the Texas Transportation Code. The Authority may elect to make the cost of the examination fee non-refundable in the event that the CDA is not executed.

SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

11.1 Design-Build and Design-Build-Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alternation, or repair of a Transportation Project. The Authority may not, however, enter into more than two (2) design-build or design-build-finance agreements in any fiscal year.

11.2 Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 11. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts ("ATCs") and value added concepts ("VACs") from proposers.

11.3 Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority's representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority's general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Section 11.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

11.4 Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications ("RFQ"). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority's website.

11.4.1 An RFQ issued by the Authority shall include the following information: (1) information regarding the proposed project's location, scope, and limits; (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable; (3) the criteria that will be used to evaluate the proposals, which must include the proposer's qualifications, experience, technical competence, and ability to develop the project; (4) the relative weight given to the criteria; and (5) the deadline by which proposals must be received by the Authority.

11.4.2 The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 11.4.

11.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

11.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Section 11.6. The Authority may include an interview as part of its evaluation process.

11.5.2 The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Section 11.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the procurement process.

11.6 Requests for Detailed Proposals.

11.6.1 The Authority shall issue a request for detailed proposals ("RFDP") to all proposers qualified or short-listed in accordance with Section 11.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority's cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures;
(9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the

technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events;
(16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.

11.6.2 An RFDP under this Section 11.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical proposal under this Section 11.6 must address the following: (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 11.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.

11.6.3 The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

11.6.4 In developing and preparing to issue an RFDP in accordance with Section 11.6(a), the Authority may solicit input from entities qualified under Section 11.5 or any other person.

11.6.5 If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.

11.6.6 The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

11.7 Evaluation and Ranking of Detailed Design-Build and Design-Build-Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

11.8 Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

11.9 Contract Negotiations.

11.9.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 11.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

11.9.2 If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.

11.9.3 The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

11.9.4 In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design build-finance agreement for the project which is the subject of the procurement process.

11.9.5 Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 11.9 if detailed proposals have been submitted to the Authority.

11.10 Payment for Submission of Detailed Design-Build or Design-Build-Finance Proposals.

11.10.1 Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent (.002) of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.

11.10.2 After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

11.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated

and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

11.12 Performance and Payment Security.

11.12.1 The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

11.12.2 A payment or performance bond or alternative form of security is not required for that portion of a design-build or design-build-finance agreement that includes only design services only.

11.12.3 Alternative forms of security may be permitted or required in the following forms:

11.12.3.1 a cashier's check drawn on a financial entity specified by the Authority; (2) a U.S. Bond or Note; (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or (4) any other form of security determined suitable by the Authority.

SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS

12.1 Voluntary GSC Program. Pursuant to and in accordance with §2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

12.2 Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

12.3 Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one (1) or more cooperative purchasing programs with local governments or local cooperative programs.

12.4 Interlocal Agreements. Subject to limitations imposed by State law, the Authority may enter into inter-local agreements with TxDOT, Hidalgo County, and other governmental entities to procure goods and services from or through them and/or utilize their established certifications and registries.

12.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a

cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 13. EMERGENCY PROCUREMENTS

13.1 Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, buildings, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

13.1.1 Before a contract is awarded under this Section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.

13.1.2 To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.

13.1.3 A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.

13.1.4 After an emergency is certified, if there are three (3) or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three (3) qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this policy as required to procure construction or goods and services, as the case may be.

SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

14.1 Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

14.2 Trade-In for New Property. Notwithstanding Subsection 14.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

14.3 Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a

previously accepted purchase contract is considered a bid under Subsection 14.1.

14.4 Sale to State, Counties, etc. Notwithstanding Subsection 14.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

14.5 Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 14.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

14.6 Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

14.7 Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

14.8 Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

* * *

Schedule 2.4(a)

FORM CIQ CONFLICTS OF INTEREST QUESTIONNAIRE
FOR VENDOR AND OTHER PERSONS DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

Schedule 2.4(b)

FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

SCHEDULE 3

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-05

APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATLAS TECHNICAL CONSULTANTS TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL 1 TO WORK AUTHORIZATION NUMBER 1

THIS RESOLUTION is adopted this 23rd day of January 2024, 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 October 26, 2021 the Authority approved Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of $402,877.44; and

WHEREAS the Authority finds it necessary to approve Resolution 2024-05 Approval of Contract Amendment Number 1 to the Professional Service Agreement with Atlas Technical Consultants to increase the maximum payable amount for Supplemental 1 to Work Authorization 1 in the amount of $524,009.00 for a revised maximum payable amount of $926,886.44.

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

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

Section 2. The Board hereby approves Contract Amendment 1 to the Professional Service Agreement with Atlas Technical Consultants to increase the maximum payable amount for Supplemental 1 to Work Authorization 1 in the amount of $524,009.00 for a revised maximum payable amount of $926,886.44, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 1 to the Professional Service Agreement with Atlas Technical Consultants., as approved by the Board.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of January 2024, at which meeting a quorum was present.

~~S. David Deanda, Jr.~~, Chairman
Ezequiel Reyna Jr. Vice Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Contract Amendment 1
to the
Professional Service Agreement
with
Atlas Technical Consultants.

CONTRACT AMENDMENT NO. 1
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS CONTRACT AMENDMENT NO 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants (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 $402,877.44 to $926,886.44 for a total increase of $524,009.00 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 1.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto and shall expire on December 31, 2025. 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 ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Marvin Garcia, PE	Pilar Rodriguez, PE
Vice President	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY BOARD RESOLUTION
No. 2024-06

CONSIDERATION AND APPROVAL OF A MULTIPLE USE AGREEMENT BETWEEN THE HCRMA AND THE CITY OF PHARR

JOINT RESOLUTION
OF THE
CITY OF PHARR AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT TO COOPERATE IN THE DEVELOPMENT REVIEW OF PROJECTS ACCESSING HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS, INCLUDING ALL SEGMENTS OF THE 365 TOLLWAY

THIS JOINT RESOLUTION is adopted by the governing bodies of the City of Pharr (the "City") and the Hidalgo County Regional Mobility Authority (the "Authority").

WHEREAS, the City, a home rule city in the State of Texas, has adopted the City of Pharr – Standards Manual which includes Section VII – Driveway Entrance Standards;

WHEREAS, the Authority, a regional mobility authority created under Chapter 370, Texas Transportation Code, has authority over access to its roadways, including all segments of the 365 Tollway;

WHEREAS, portions of the Authority's roadway projects are located within the City's jurisdiction; and

WHEREAS, the Authority has adopted a driveway permit application, attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PHARR AND 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. For purposes of any proposed development requiring access to the 365 Tollway, the City of Pharr – Standards Manual, Section VII – Driveway Entrance Standards, Section 2 shall include the following additional statement:

> Where driveways enter a Hidalgo County Regional Mobility Authority project, the Contractor, prior to the issuance of a city permit, shall obtain a permit from the Hidalgo County Regional Mobility Authority.

Section 3. Where applicable, the City shall also require a permit from the Texas Department of Transportation.

***

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 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

STATE OF TEXAS §

COUNTY OF HIDALGO §

THIS AGREEMENT made by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as the "AUTHORITY", party of the first part, and CITY OF PHARR, hereinafter called the "CITY", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, the CITY has requested the AUTHORITY to permit the construction, maintenance and operation of a public shared-use path on the highway right of way, **(ROADWAY** I Road, from Rancho Blanco Road to Dicker Road_ **CONTROL SECTION JOB NO.** 0921-02-363),

The project consists of reconstruction of I Road and construction of a shared-use path from Rancho Blanco Road to Dicker Road,

shown graphically by the construction plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the AUTHORITY has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the CITY will enter into agreements with the AUTHORITY for the purpose of determining the respective responsibilities of the CITY and the AUTHORITY with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the AUTHORITY.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONTRUCTION

The CITY will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the AUTHORITY. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to AUTHORITY for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the AUTHORITY. Any future revisions or additions shall be made after prior written approval of the AUTHORITY.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for AUTHORITY ADMINISTRATION personnel and TX DOT and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater then prescribed for 1-1/2 ton trucks, such vehicles to conform in size and use governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by the AUTHORITY, exists.

4. PROHIBITIONS/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the AUTHORITY prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the CITY. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the AUTHORITY. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the AUTHORITY determines that the CITY has failed to comply with these responsibilities, it will perform the necessary work and charge the CITY the actual cost of the work.

6. FEES

Any fees levied for the use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to AUTHORITY'S approval.

A. Retention Period. The CITY shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The CITY shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, which occurs last.

B. Audit Report. If fees are collected by the CITY for the use of the facility under this agreement, the CITY will provide the AUTHORITY an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the CITY must provide a multiple year plan detailing how the additional revenue will be used for construction, operation or maintenance of the facility.

C. Availability. The AUTHORITY or any of its duly authorized representatives and the Texas Department of Transportation shall have access to the CITY'S records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon written notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and CITY shall be responsible for the facility's timely removal at no cost to the AUTHORITY. If the AUTHORITY determines that CITY has failed to timely remove the facility, it will perform the necessary work and charge the CITY the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT.

If in the sole judgement of the AUTHORITY it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the AUTHORITY's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the AUTHORITY.

10. RESTORATION OF AREA

The CITY shall provide written notification to the AUTHORITY that such facility will be discontinued for the purpose defined herein. The CITY shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the AUTHORITY.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

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 or employees.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity from liability in any way.

When notified by the AUTHORITY to do so, the other party hereto shall within thirty (30) days from receipt of the AUTHORITY'S written notification pay the AUTHORITY for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the AUTHORITY for costs of construction and/or repair work made necessary by reason of such damages.

Nothing is this agreement shall be construed as creating any liability in favor of any third party against the AUTHORITY and the CITY. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the AUTHORITY and the CITY, but the CITY shall become fully subrogated to the AUTHORITY and shall be entitled to maintain any action over and against the third party which may be liable for having caused the CITY to pay or disburse any sum of money hereunder.

13. HOLD HARMLESS

To the extent permitted by law, the CITY shall indemnify and save harmless the AUTHORITY and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this agreement and that are caused by or result from error, omission, or negligent act of the party or of any person employed by the party. The To the extent permitted by law, the CITY shall also indemnify and save harmless the AUTHORITY from any and all expense, including but not limited to attorney fees that may be incurred by the AUTHORITY in litigation or otherwise resisting the claim or liabilities that may be imposed on the AUTHORITY as a result of such activities by the CITY, its agents, or employees authorized under this agreement. The CITY further agrees to indemnify and save harmless the AUTHORITY from and against all claims, demands, and causes of action of every kind and character brought by any employee of the party against the AUTHORITY due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission on the party of the CITY. The indemnification of the AUTHORITY shall extend for a period of three (3) years beyond the date of termination of this agreement.

14. INSURANCE

The CITY shall provide necessary safeguards to protect the public on the 365 Toll Road Project and AUTHORITY-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such right-of-way or thereafter, and to save the AUTHORITY harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the Authority's right-of-way, the _CITY_____'s construction contractor shall submit to the AUTHORITY a certificate of insurance and shall maintain the required coverage during the construction of the facility.

15. USE OF RIGHT-OF-WAY

It is understood that the AUTHORITY by execution of this agreement does not impair or relinquish the AUTHORITY'S right to use such land for highway purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the AUTHORITY of such land acquired for highway purposes, and the AUTHORITY does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

16. ADDITIONAL CONSENT REQUIRED

The AUTHROITY asserts only that it has sufficient title for highway purposes. The CITY shall be responsible for obtaining such additional consent or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

17. ADDITIONAL REQUIREMENTS

Not applicable.

18. CIVIL RIGHTS ASSURANCES

The CITY for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) in the construction of any improvements on, over or under such land and the furnishing or services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) the CITY shall use the premises in compliance with all the requirements imposed by or pursuant to, and as said Regulations may be amended.

That if in the event of any breach if the above non-discrimination covenants, the AUTHORITY shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

19. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

20. LEGAL CONSTRUCTION

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

21. AUDIT

The AUTHORITY may conduct an audit or investigation of any aspect of this agreement. The CITY must provide the AUTHORITY with access to any information the AUTHORITY considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the CITY if that service is authorized by this agreement.

22. AUTHORITY IF STATE AUDITOR

Not applicable.

23. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective mailing addresses:

CITY	AUTHORITY
City of Pharr Attn: Ambrosio Hernandez, Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Hidalgo County Regional Mobility Authority Attn: Pilar Rodriguez, Executive Director 203 W. Newcombe Ave. Pharr, Texas 78577

24. WARRANTS

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

List of Attached Exhibits:

Exhibit A – Construction Plan
Exhibit B – Metes and Bounds Description
Exhibit C – Survey
Exhibit D – Certificate of Insurance

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the CITY on the _____ day of _____, 20 _____, and the AUTHORITY on the _____ day of _____, 20 _____.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____ _____
Signature Date

PILAR RODRIGUEZ _____
Printed Name Date

Executive Director _____
Title

(956) 402-4762 _____
Contact Office and Telephone No. Date

CITY OF PHARR

Signature — Date: 1/24/24

AMBROSIO HERNANDEZ — Date: 1/24/24
Printed Name

Mayor
Title

Administration Department, (956) 402-4000 — Date: 1/24/24
Contact Office and Telephone No.

APPROVED BY
CITY COMMISSION
ON: 12/4/23 - 6B

Exhibit A

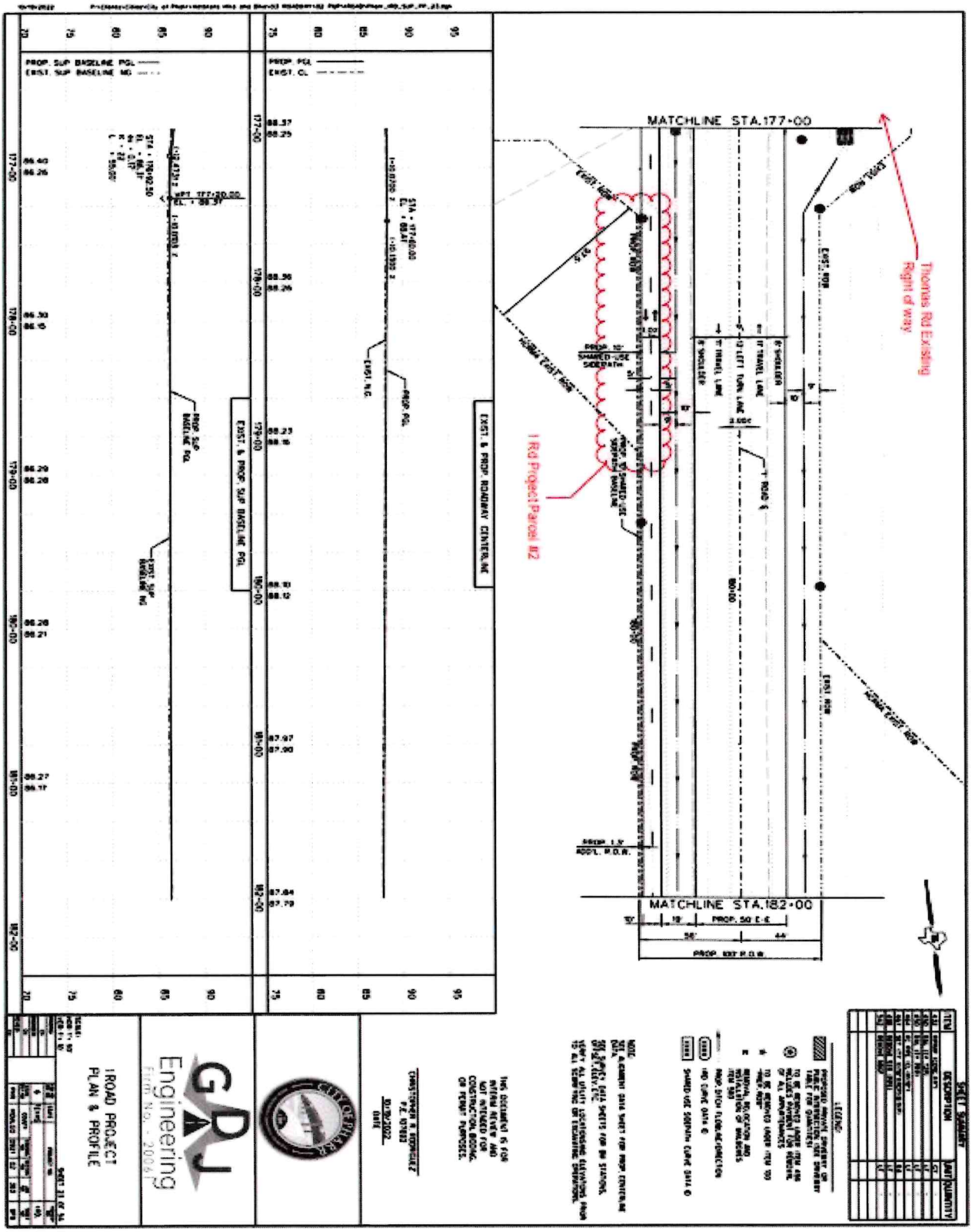

Thomas Rd Existing Right of way
I Rd Project Parcel #2
MATCHLINE STA.177+00
MATCHLINE STA.182+00
EXIST. & PROP. ROADWAY CENTERLINE
EXIST. & PROP. SUP BASELINE PGL
PROP. SUP BASELINE PGL
EXIST. SUP BASELINE NG
PROP. PGL
EXIST. NG
PROP. SUP BASELINE PGL
EXIST. SUP BASELINE NG
I-ROAD PROJECT
PLAN & PROFILE
GPJ Engineering
Firm No. - 20067

Exhibit B

County: Hidalgo
Project: South Veterans Boulevard - I Road
Limits: From W. Hall Acres Road to East Military Highway

PROPERTY DESCRIPTION FOR PARCEL 2

Being a 0.0042 of an acre (183 square feet) parcel of land out of Porcion No. 70, A. Velasco Survey, Abstract No. 21545, being out of Lot 320, Kelly Pharr Subdivision, as recorded in Volume 3, Pages 133-134, of the Deed Records, Hidalgo County, Texas (D.R.H.C.T.) and being out of a called 15,591 square feet tract, conveyed by Deed executed May 11, 2016 from Carkenord & Sons Contractors, Inc., to Hidalgo County Regional Mobility Authority, as described in Document Number 2740812, of the Official Records, Hidalgo County, Texas (O.R.H.C.T.), said 0.0042 of an acre (183 square feet) parcel of land being more particularly described by metes and bounds as follows:

Commencing a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, at the northwest corner of said 15,591 square feet tract, a northeast corner of the called West 1/2 of Lot 319 and the East 1/2 of Lot 320 of said Kelly Pharr Subdivision, conveyed by Deed executed August 17, 1978 to Kirk Carkenord and Aric Carkenord, as described in Volume 1590, Page 518, Deed Records, Hidalgo County, Texas (D.R.H.C.T.);

Thence, South 30°50'30" East, along the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, a distance of 259.99 feet to a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, in the proposed west right-of-way line of South Veterans Boulevard – I Road, for the southwest corner of the herein described parcel and the **POINT OF BEGINNING** having coordinates of N=16,572,497.70, E=1,089,673.85, said point being 56.00 feet right from the proposed South Veterans Boulevard – I Road Baseline Station 179+08.82;

1. **Thence**, North 08°33'40" East, departing the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, along the proposed west right-of-way line of said South Veterans Boulevard – I Road, over and across said 15,591 square feet tract, a distance of 152.39 feet, to a 1/2-inch iron rod with red cap stamped "VICKREY PROP. COR." set, at the southeast end of a cutback on the existing west right-of-way line of South Veterans Boulevard – I Road (right-of-way width varies) as recorded in said Kelly Pharr Subdivision, Volume 0, Page 4, of the Map Records of Hidalgo County, Texas (M.R.H.C.T.), Document Number 1044339, Document Number 961983 and Document Number 965705, O.R.H.C.T. and on the northeast line of said 15,591 square feet tract, said point being 56.00 feet right from the proposed South Veterans Boulevard – I Road Baseline Station 177+56.43;

2. **Thence**, South 36°28'55" East, along said southeast end of a cutback on the existing west right-of-way line of said South Veterans Boulevard – I Road and the northeast line of said 15,591 square feet tract, a distance of 1.67 feet to a point, at the southeast corner of said cutback in the existing west right-of-way line of South Veterans Boulevard – I Road and at the northeast corner of said 15,591 square feet tract, for the northeast corner of the herein described parcel;

3. **Thence**, South 08°33'06" West, along the existing west right-of-way line of said South Veterans Boulevard – I Road and the east line of said 15,591 square feet tract, a distance of 152.68 feet to a point at a northeast corner of said West 1/2 of Lot 319 and the East 1/2 of Lot 320, the southeast corner of said 15,591 square feet tract and the herein described parcel;

4. **Thence**, North 30°50'30" West, departing the existing west right-of-way line of said South Veterans Boulevard – I Road and the east line of said 15,591 square feet tract, along the southwest line of said 15,591 square feet tract and the northeast line of the said West 1/2 of Lot 319 and the East 1/2 of Lot 320, a distance of 1.91 feet to the **POINT OF BEGINNING** and containing 0.0042 of an acre (183 square feet) parcel of land.

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Zone, North American Datum of 1983 (2011 Adjustment, Epoch, 2010.00). Coordinates were derived from static and RTK methods and based on existing primary points "Nolana 1" and "Nolana 2."

All distances and coordinates shown are surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00004. All measurements are in U.S. Survey Feet.

Record information shown hereon is based on a public records search by the surveyor.

Abstracting was performed in February, 2021 to March, 2021.

A parcel plat of even date was prepared in conjunction with this property description.

I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2022.

05-03-2022

Gabriel Macias — Date

Registered Professional Land Surveyor
Texas Registration No. 6185
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, Texas 78216
210-349-3271
TBPELS Firm No. 10004100

Exhibit C

LEGEND

○	FOUND MONUMENT (AS NOTED)
■	SET 1/2" IRON ROD W/ RED CAP STAMPED "VICKREY PROP. COR." UNLESS OTHERWISE NOTED
	LAND HOOK (IDENTICAL OWNER)
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
PIP	PINCHED IRON PIPE
ALUM.	ALUMINUM
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
EXISTING R.O.W. LINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
PROPERTY LINE	
NOT TO SCALE (N.T.S.)	
PROPOSED BASELINE	
SURVEY LINE	

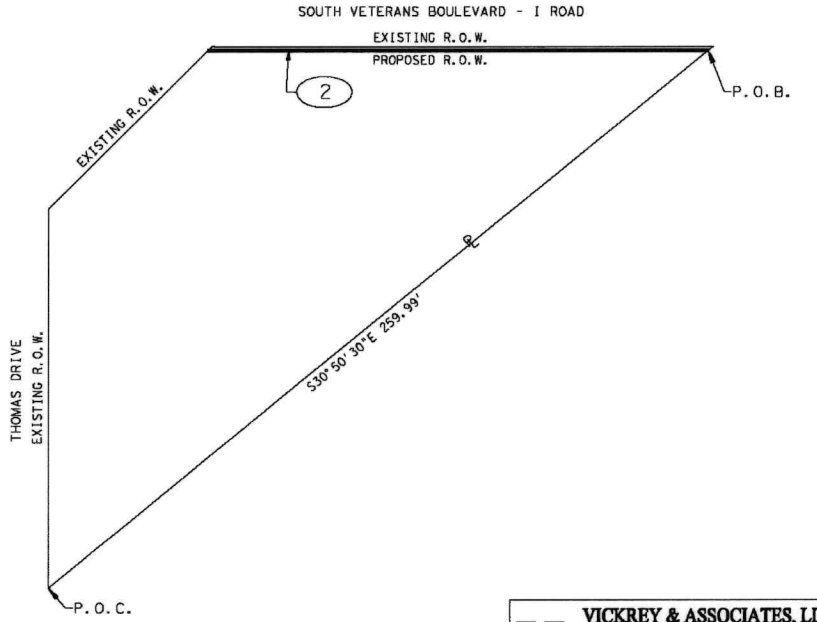
NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), EPOCH 2010.00.
2. ALL DISTANCES AND COORDINATES SHOWN ARE IN SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.00004.
3. COORDINATES WERE DERIVED FROM STATIC AND RTK METHODS AND BASED ON EXISTING PRIMARY POINTS "NOLANA 1" AND "NOLANA 2".
4. UNITS OF MEASURE: U.S. SURVEY FEET.
5. ORIGINAL SURVEY PATENT LINES AND COUNTY LINES SHOWN HEREIN ARE BASED ON GIS MAPPING OBTAINED FROM THE TEXAS GENERAL LAND OFFICE.
6. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORDS MAY NOT BE SHOWN HEREIN.
7. FIELD SURVEYS COMPLETED APRIL, 2022.
8. ABSTRACTING WAS PERFORMED FEBRUARY, 2021 TO MARCH, 2021.
9. PROPOSED BASELINE ALIGNMENT SHOWN HEREON WAS PROVIDED BY HIDALGO COUNTY AND MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
10. BACKROUND PLANIMETRICS SHOWN HEREON ARE A COMBINATION OF A SURVEY PERFORMED BY V&A AND PLANIMETRICS PROVIDED BY HIDALGO COUNTY. IN SOME INSTANCES THE LOCATION OF THE PLANIMETRICS CANNOT BE VALIDATED.
11. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THE PARCEL PLAT.

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

GABRIEL MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185

STATE OF TEXAS
REGISTERED
GABRIEL MACIAS
6185
PROFESSIONAL
LAND SURVEYOR



PARENT TRACT INSET
PARCEL NO. 2
N.T.S.

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
1216 E. Jasmine Ave. Suite C
McALLEN, TX 78716
Telephone: (956) 340-0045
TBPELS #10194512

©2022

PARCEL PLAT
SHOWING
PARCEL 2

I-ROAD
HIDALGO COUNTY
MAY, 2022

 SCALE: N.T.S.

Exhibit D

(The Certificate of Insurance will be inserted here when it becomes available)

RESOLUTION NO. R-2023-76

A RESOLUTION OF THE CITY OF PHARR AUTHORIZING EXECUTION OF A MULTIPLE USE AGREEMENT WITH THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A PUBLIC SHARED-USE PATH ON THE HIGHWAY RIGHT-OF-WAY

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF PHARR §

WHEREAS, the City of Pharr ("City") has requested the Hidalgo County Regional Mobility Authority ("HCRMA") to permit the construction, maintenance, and operation of a public shared-use path on the highway right-of-way on a 0.0042 of an acre (183 square feet) parcel of land along Veterans Boulevard (I Road) near Thomas Drive; and

WHEREAS, the HCRMA has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the HCRMA for the purpose of determining the respective responsibilities of the City and the HCRMA with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the HCRMA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS THAT:

The Board of Commissioners approves the execution of a Multiple Use Agreement with the Hidalgo County Regional Mobility Authority regarding construction, maintenance, and operation of a public shared-use path on the highway right-of-way.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS on this 4th day of December 2023.

CITY OF PHARR:

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE COMMISSION OF THE CITY OF PHARR AT A REGULAR MEETING, duly posted and noticed, on the _____ day of _____, 2024, at which meeting a quorum was present.

_____

Ambrosio "Amos" Hernandez, Mayor

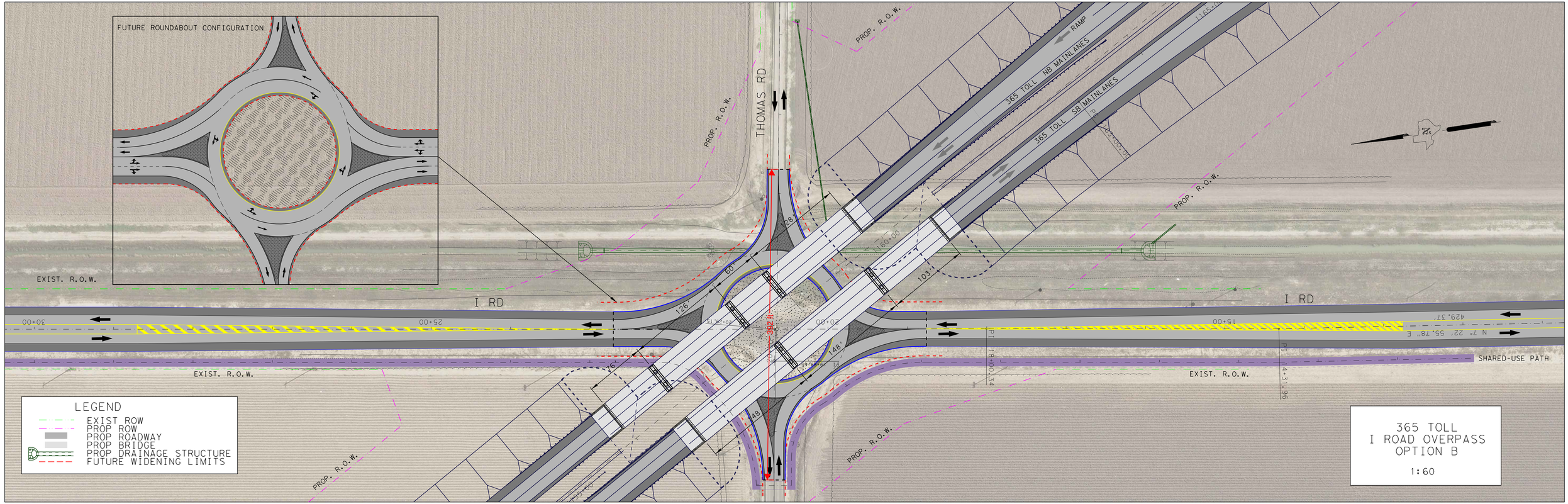
Attest:

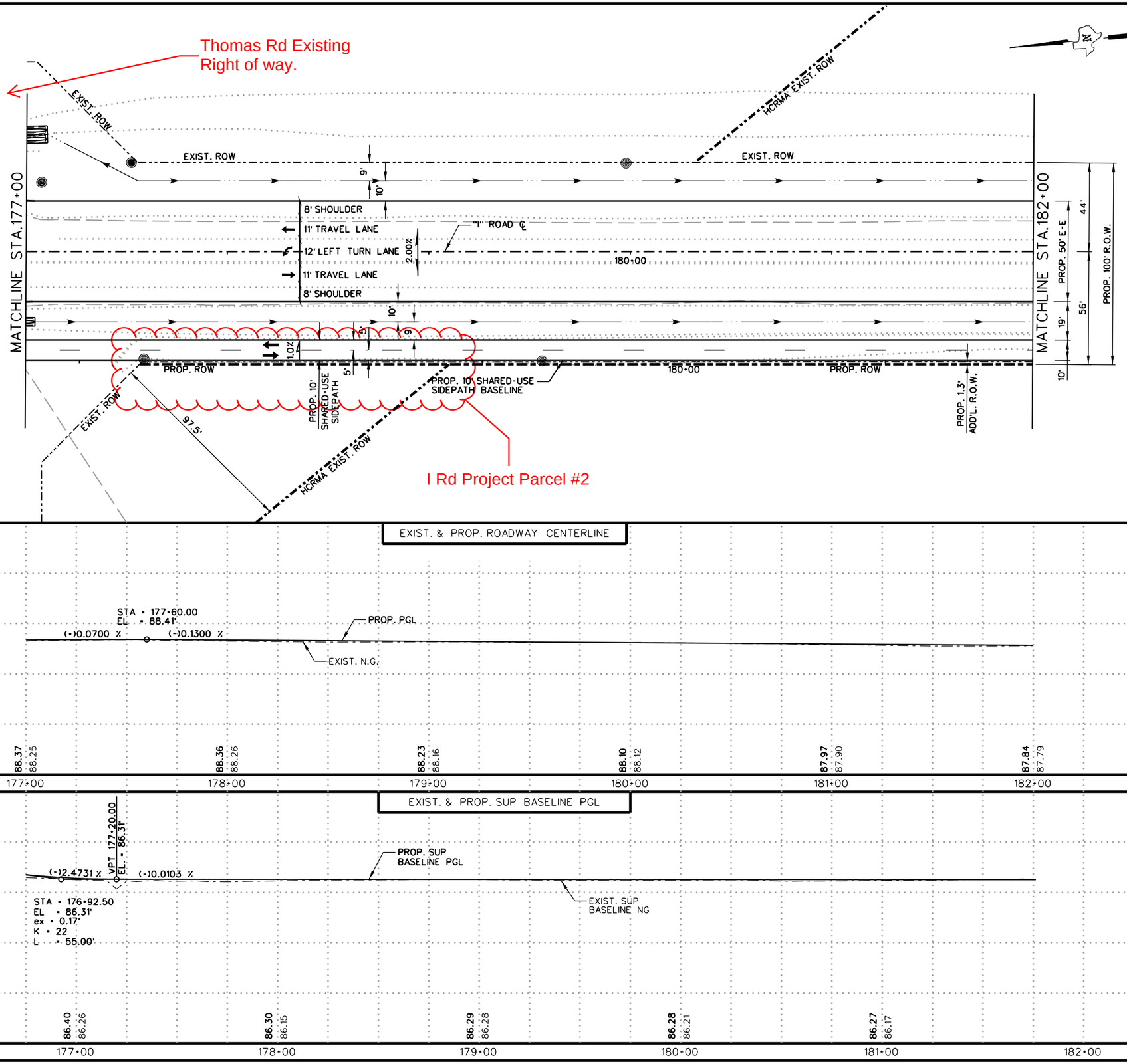
_____

Hilda Pedraza, TRMC, CMC, City Clerk

EXHIBIT A

ATTACH CONTRACT
&
ATTACH PLANS


FUTURE ROUNDABOUT CONFIGURATION
THOMAS RD
I RD
I RD
EXIST. R.O.W.
EXIST. R.O.W.
EXIST. R.O.W.
PROP. R.O.W.
PROP. R.O.W.
PROP. R.O.W.
PROP. R.O.W.
PROP. R.O.W.
RAMP
365 TOLL NB MAINLANES
365 TOLL SB MAINLANES
SHARED-USE PATH
N 7° 22' 55.78" E
429.37'
30+00
25+00
20+00
15+00
160+00
PI 18+00.34
PI 14+31.96
LEGEND
EXIST ROW
PROP ROW
PROP ROADWAY
PROP BRIDGE
PROP DRAINAGE STRUCTURE
FUTURE WIDENING LIMITS
365 TOLL
I ROAD OVERPASS
OPTION B
1:60



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
432	RIPRAP (CONC.)(4")	CY	-
450	RAIL (TY T2P)	LF	-
450	RAIL (TY PR11)	LF	-
464	RC PIPE (CL-III)(18")	LF	-
467	SET (TY II)(18")(RCP)(6:1)(P)	EA	-
496	REMOVE STR (PIPE)	LF	-
542	REMOVE MBGF	LF	-

LEGEND:

- PROPOSED PRIVATE DRIVEWAY OR PUBLIC INTERSECTION (SEE DRIVEWAY TABLE FOR QUANTITIES)
- TO BE REMOVED UNDER ITEM 496 INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES
- TO BE REMOVED UNDER ITEM 100 "PREP. ROW"
- REMOVAL, RELOCATION AND INSTALLATION OF MAILBOXES ITEM 560
- PROP. DITCH FLOWLINE/DIRECTION
- (XXXX) IRD CURVE DATA ID
- XXXX SHARED-USE SIDEPATH CURVE DATA ID

NOTE:

SEE ALIGNMENT DATA SHEET FOR PROP. CENTERLINE DATA.

SEE SURVEY DATA SHEETS FOR BM STATIONS, OFFSET, ELEV. ETC.

VERIFY ALL UTILITY LOCATIONSAND ELEVATIONS PRIOR TO ALL SCARIFYING OR EXCAVATING OPERATIONS.

THIS DOCUMENT IS FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CHRISTOPHER R. RODRIGUEZ
P.E. 107692

10/19/2022
DATE

CITY OF PHARR

GDJ Engineering
Firm No. - 20061

IROAD PROJECT
PLAN & PROFILE

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 23 OF 54

DRAWING:		FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
CK:		6	TEXAS					IRD.
ENGINEER:		STATE DIST. NO	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
CK:		PHR	HIDALGO	0921	02	363		SPS
REVIEW:								
CK:								

P:\Clients\Cities\City of Pharr\Veterons Hike and Bike\03 ROADWAY\02 P&P\IROAD\Pharr_IRD_SUP_PP_23.dgn
10/19/2022

Exhibit “A”

County: Hidalgo
Project: South Veterans Boulevard - I Road
Limits: From W. Hall Acres Road to East Military Highway

PROPERTY DESCRIPTION FOR PARCEL 2

Being a 0.0042 of an acre (183 square feet) parcel of land out of Porcion No. 70, A. Velasco Survey, Abstract No. 21545, being out of Lot 320, Kelly Pharr Subdivision, as recorded in Volume 3, Pages 133-134, of the Deed Records, Hidalgo County, Texas (D.R.H.C.T.) and being out of a called 15,591 square feet tract, conveyed by Deed executed May 11, 2016 from Carkenord & Sons Contractors, Inc., to Hidalgo County Regional Mobility Authority, as described in Document Number 2740812, of the Official Records, Hidalgo County, Texas (O.R.H.C.T.), said 0.0042 of an acre (183 square feet) parcel of land being more particularly described by metes and bounds as follows:

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All distances and coordinates shown are surface values and may be converted to grid by dividing by the Surface Adjustment Factor of 1.00004. All measurements are in U.S. Survey Feet.

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I hereby certify that this survey was performed on the ground under my supervision and that this property description and accompanying parcel plat represent the facts as found at the time of the survey. Survey date: May, 2022.

05-03-2022

Gabriel Macias — Date
Registered Professional Land Surveyor
Texas Registration No. 6185
Vickrey & Associates, LLC
12940 Country Parkway
San Antonio, Texas 78216
210-349-3271
TBPELS Firm No. 10004100

LEGEND

○	FOUND MONUMENT (AS NOTED)
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	LAND HOOK (IDENTICAL OWNER)
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
PIP	PINCHED IRON PIPE
ALUM.	ALUMINUM
O.R.H.C.T.	OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS
M.R.H.C.T.	MAP RECORDS OF HIDALGO COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS OF HIDALGO COUNTY, TEXAS
EXISTING R.O.W. LINE	
PROPOSED R.O.W. LINE	
EXISTING EASEMENT LINE	
PROPERTY LINE	
NOT TO SCALE (N.T.S.)	
PROPOSED BASELINE	
SURVEY LINE	

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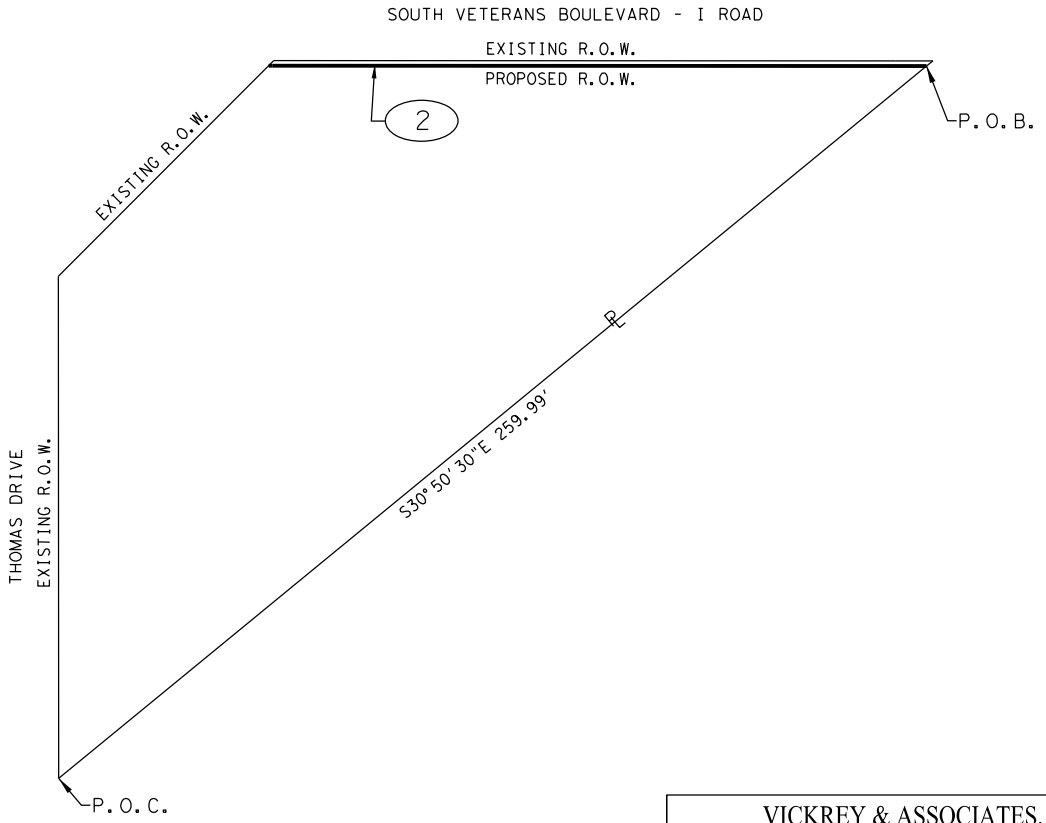
4. UNITS OF MEASURE: U.S. SURVEY FEET.
5. ORIGINAL SURVEY PATENT LINES AND COUNTY LINES SHOWN HEREIN ARE BASED ON GIS MAPPING OBTAINED FROM THE TEXAS GENERAL LAND OFFICE.
6. THIS MAP WAS PRODUCED WITHOUT THE BENEFIT OF TITLE COMMITMENTS. ALL MATTERS OF RECORDS MAY NOT BE SHOWN HEREIN.
7. FIELD SURVEYS COMPLETED APRIL, 2022.
8. ABSTRACTING WAS PERFORMED FEBRUARY, 2021 TO MARCH, 2021.
9. PROPOSED BASELINE ALIGNMENT SHOWN HEREON WAS PROVIDED BY HIDALGO COUNTY AND MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.
10. BACKROUND PLANIMETRICS SHOWN HEREON ARE A COMBINATION OF A SURVEY PERFORMED BY V&A AND PLANIMETRICS PROVIDED BY HIDALGO COUNTY. IN SOME INSTANCES THE LOCATION OF THE PLANIMETRICS CANNOT BE VALIDATED.
11. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THE PARCEL PLAT.

I, HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

GABRIEL MACIAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6185



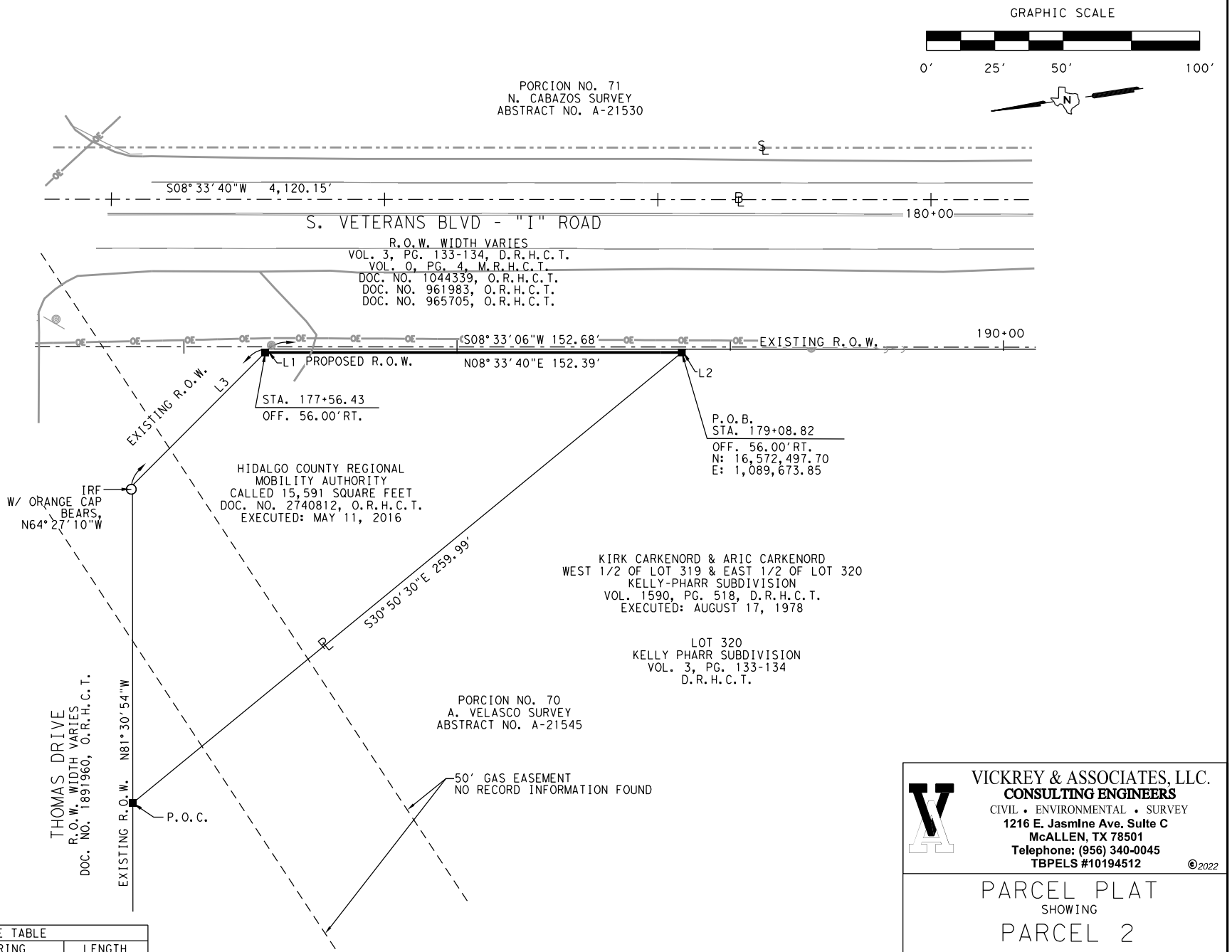
PARENT TRACT INSET
PARCEL NO. 2
N.T.S.

VICKREY & ASSOCIATES, LLC.
CONSULTING ENGINEERS
CIVIL • ENVIRONMENTAL • SURVEY
1216 E. Jasmine Ave. Suite C
McALLEN, TX 78716
Telephone: (956) 340-0045
TBPELS #10194512
©2022

PARCEL PLAT
SHOWING
PARCEL 2

I-ROAD
HIDALGO COUNTY
MAY, 2022

SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S36°28'55"E	1.67'
L2	N30°50'30"W	1.91'
L3	S36°28'55"E	70.54'

VICKREY & ASSOCIATES, LLC.
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1216 E. Jasmine Ave. Suite C
McALLEN, TX 78501
Telephone: (956) 340-0045
TBPELS #10194512
©2022

PARCEL PLAT
SHOWING
PARCEL 2

NOLANA OUTFALL
HIDALGO COUNTY
MAY, 2022

SCALE: 1"=50'

County: Hidalgo
Project: South Veterans Boulevard - I Road
Limits: From W. Hall Acres Road to East Military Highway
Parcel No.: 2
Date: May, 2022

Parcel 2 : 5006 5007 5008 5009 5006

Total tract area = 183 ft² = 0.0042 a

Description of parcel: 2

Beginning tract description
==========
POC Inverse 5005 to 5006 S 30° 50' 30" E Distance 259.99

POB Point 5006 N 16,572,497.70 E 1,089,673.85 Sta 0+00.00

Course from 5006 to 5007 N 08° 33' 40" E Dist 152.39

Point 5007 N 16,572,648.39 E 1,089,696.54 Sta 1+52.39

Course from 5007 to 5008 S 36° 28' 55" E Dist 1.67

Point 5008 N 16,572,647.05 E 1,089,697.53 Sta 1+54.06

Course from 5008 to 5009 S 08° 33' 06" W Dist 152.68

Point 5009 N 16,572,496.06 E 1,089,674.83 Sta 3+06.74

Course from 5009 to 5006 N 30° 50' 30" W Dist 1.91

Point 5006 N 16,572,497.70 E 1,089,673.85 Sta 3+08.65

==========
Ending tract description

==========

End of parcel 2 description

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-07

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR
JOSE CASTILLO, CHIEF FINANCIAL OFFICER

THIS RESOLUTION is adopted this 27th day of February 2024 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 February 5-6, 2024, 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 February 5-6, 2024.

****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of February 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Attest:

Juan Carlos Del Angel, Secretary/Treasurer

Public Funds Investment Act Training

North Central Texas Council of Governments
and
Government Treasurers' Organization of Texas

Certificate of Attendance

Jose Castillo

February 5, 2024 ..... 5 hours
February 6, 2024 ..... 5 hours

Zoom

INSTRUCTOR: Patrick Shinkle
SPONSOR NUMBER: 010174

We are registered with the Texas State Board of Public Accountancy as a CPE sponsor. This registration does not constitute an endorsement by the board as to the quality of our CPE Program. In accordance with the standards of the National Registry of CPE Sponsors and the rules for CPE promulgated by the TSBPA, CPE credits have been granted based on a 50-minute hour.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION 2024- 08

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO MITRES SERVICES, LLC, FOR THE GRANJENO WETLAND MITIGATION SITE PROJECT

THIS RESOLUTION is adopted this 26th day of March, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the development of the 365 Toll project (the "Project");

WHEREAS, the Project was environmentally cleared in 2015;

WHEREAS, the U.S. Army Corps of Engineers issued Individual Permit No. SWG-2013-00175 (the "Permit") for the Project;

WHEREAS, the Permit requires the Authority to conduct a compensatory wetland mitigation (the "Mitigation Plan");

WHEREAS, the Permit additionally requires that the area on which the Mitigation Plan is to be conducted be covered by a conservation easement held by an approved wildlife conservation organization in perpetuity, which easement is to be recorded in the real property records of Hidalgo County, Texas (the "Conservation Easement");

WHEREAS, the Valley Land Fund Inc., a Texas non-profit corporation, is a wildlife conservation organization established to preserve, enhance, and expand the native wildlife habitat of the Rio Grande Valley;

WHEREAS, the governing body of the Valley Land Fund Inc. has or will approve its acceptance of the Conservation Easement; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide the open space and environmental values described in the Conservation Easement;

WHEREAS, on August 24, 2021 the Board authorized Executive Director, to accept and execute the Conservation Easement, as approved by the Valley Land Fund Inc. in final form and have the same recorded in the real property records of Hidalgo County, Texas.

WHEREAS the Authority publicly advertised and conducted a mandatory attendance, Pre-bid Meeting on Tuesday, November 21, 2023; 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices; the HCRMA entertained Questions / RFI's via the project's CivCAST listing, and provided timely answers up and till 3:00 P.M. C.S.T. on Wednesday, November 29, 2023

WHEREAS, at 2:45PM on December 6, 2023 the Authority received two (2) formal sealed, electronic bids for the Project; and at 3:05 p.m., the Authority opened and read into the record two (2) formal sealed, electronic bids for the Project from: (i) JMJ Constructors, (ii) and MitRes Services, LLC. in amounts ranging from $3,229,980.00 to $5,117,103.16 for construction of the Project; and

WHEREAS, due to discovered plan error, and in the best interest of the Authority; HCRMA Staff and GEC (HDR) on January 29, 2024 rejected all bids;

WHEREAS, the Authority publicly re-advertised and conducted a mandatory attendance, Pre-bid Meeting on Tuesday, February 20, 2024; 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices,and via TEAMS [Meeting ID: 256 105 661 046] ; the HCRMA entertained Questions / RFI's via the project's CivCAST listing, and provided timely answers up and till 3:00 P.M. C.S.T. on Friday, March 8, 2024;

WHEREAS, at 1:39PM on March 13, 2024 the Authority received one (1) formal sealed, electronic bids for the Project; and at 3:05 p.m., the Authority opened and read into the record one (1) formal sealed, electronic bids for the Project from: (i) MitRes Services, LLC. in amount of $5, 850,993.87 for construction of the Project; and

WHEREAS, pursuant to the Act the Board finds that awarding the construction contract to MitRes Services, LLC. in the amount of $5,850,993.87 for construction of the Project is in the best interest of the Authority; HCRMA Staff and GEC (HDR) reviewed proposals;

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 awards the Granjeno Wetland Mitigation Project to MitRes Services, LLC. and approves the Contract attached hereto as Exhibit A.

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

***

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 26th day of March, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

#5585020.2

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, PE, Executive Director

From: Ramon Navarro IV, PE, Chief Construction Engineer

Date: March 21, 2024

Re: **Consideration and Approval of Award of Contract to MitRes Services, LLC for the Granjeno Wetland Mitigation Project**

Background

The Granjeño Wetland Mitigation Project consists of the restoration of 23.88 acres of land planned specifically for wetland restoration of 80.2 acres of HCRMA property dedicate to wetlands to compensate environmental justice for impacts resulting from the 365 Toll project. The remaining acres of restored wetland area at the mitigation site will be held in reserve for application toward future projects within the watershed. The project consists of grading and compaction of approximately 19 Acres to establish a wetland which includes placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 Acres of upland area. Construction of an access driveway and road including maintenance and brush clearing/tree trimming, of a groundwater well with controls and approximately 3,000 linear feet of PVC pipe distribution, and a security fence for the groundwater well and associated equipment.

History

December 6, 2023, a Bid Opening for subject project took place. We received two electronic bids via CivCast; however, due to plan errors all bids were rejected. Design was amended and letting process was re-initiated. The Engineer's Opinion of Probable Construction Cost for the project was $2,630,000.

March 13, 2024, a Bid Opening for Project BID#2024-004, the Granjeño Wetland Mitigation Site (Granjeño) Project took place. We received one electronic bids via CivCast. The bids are as follows:

Estimate	$4,000,000.0	% Over/Under	Contractor
Bidder 1	$5,850,993.87	+ 46.3%	MitRes Services LLC Hallsville, TX

The Engineer's Opinion of Probable Construction Cost for the amended project was $4,000,000. The low bidder is over the Engineer's estimate by $1, 850, 993.87.

Options

The Board of Directors may choose to not disclose bid, reject all bids and re-advertise the project; or, approve the award of contract,

Recommendation

Based on review by this office, it is recommended to award the construction contract to the lowest, responsive and responsible bidder **MitRes Services, LLC.** for construction of the Project.

ATTACH PROPOSAL

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

Item No.	Description	$
A-1	Mobilization and Demobilization	$ 497,611.09
A-2	Well and Pump - 550GPM Capacity (including site pad, grading, building, new power connection, instrumentation, controls, and integration)	$ 977,100.65
A-3	Planting (procurement, storage, delivery, installation, protection, maintenance)	$ 102,974.50
A-4	Storm Water Pollution Prevention Plan (permitting, installation, maintenance, removal)	$ 63,453.98
Total of All Lump Sum Bid Items		$ 1,641,140.23

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
B-1	6-inch PVC Waterline	LF	2,700	$ 311.92	$ 810,686.59
B-2	Excavation	CY	178,000	$ 5.90	$ 1,050,223.19
B-3	Embankment (Planting Soil)	CY	73,000	$ 1.41	$ 102,940.98
B-4	Embankment (Clay Liner)	CY	87,000	$ 0.68	$ 58,746.18
B-5	Embankment (Subbase)	CY	110,000	$ 14.79	$ 1,626,428.57
B-6	Clearing / Grubbing	AC	25	$ 3,476.45	$ 86,911.16
B-7	Grate Inlet	EA	1	$ 31,500.00	$ 31,500.00
B-8	18-inch RCP	LF	100	$ 2,461.42	$ 246,141.64
B-9	15-foot wide Access Road	SY	7,000	$ 28.04	$ 196,275.33
Total of All Unit Price Bid Items					$ 4,209,853.64

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$ 5,850,993.87

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

March 13, 2024

Pilar Rodriguez, PE, Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, Texas 78577

Dear Mr. Rodriguez,

With great pride and excitement, we **submit** our response to the Hidalgo County Regional Mobility Authority (HCRMA) Request for Sealed Bids on behalf of MitRes Services, a wholly-owned subsidiary of Mitigation Resources of North America (MRNA).

We have carefully assembled a team of our own Texas-based employees that leverages engineering, permitting, and construction professionals with in-depth knowledge of the ecosystem and environment. Our team is nationally recognized for successfully delivering large-scale stream and wetland restoration. In addition, in September 2022, the Railroad Commission of Texas (RCT) selected us as its preferred vendor for large-scale abandoned mine land restoration work throughout the State of Texas. We recently completed a restoration project for RCT in Bastrop on time and budget. We believe this, along with our many successful projects listed below, demonstrates that our team is highly experienced, fully equipped and able to deliver the highest-quality results to HCRMA on time and budget.

Three key strengths frame our qualifications for this effort:

- The **experience** of our team, both locally and nationally
- **Certainty** and accountability
- A commitment to **client service**

First, **experience**: Our project team has a significant track record of delivering successful mitigation services to large-scale infrastructure projects, including restoring over 359,000 linear feet of streams and over 1,500 acres of wetlands. In Texas alone, we have planted 9.1 million trees and 18,300 acres of native grasses. Additionally, we have extensive local networks, relationships with key partners, and experience implementing best practices in community engagement that allow us to execute projects promptly and cost-effectively. Notably, we have foundational working relationships with the U.S. Army Corps of Engineers (USACE) and institutional knowledge that will aid in project efficiency and success.

MitRes Services, LLC
209 Renaissance Dr
Hallsville, TX 75650
903.660.7527
mitigate.pro

Second, **certainty**: Providing certainty for our clients is a shared value across the MitRes Services team. We hold ourselves accountable for a fair, fixed-price commitment to full delivery. While we recognize the dynamic nature of mitigation work often creates uncertainty, our financial structure (parent company with over $80 million in cash and minimal debt) ensures we can fully absorb project costs when unanticipated barriers to progress arise and remove mitigation liability from our clients. We pride ourselves on our ability to prevent budgetary bottlenecks from impeding timely progress and not burdening our clients with unexpected costs or delays.

Third, **client service**: We are committed to maximizing local labor to ensure our team is highly skilled, responsive, and "on call" to serve as an extension and steward of HCRMA. We recognize the value in employing those who know the landscape, people, and nuances of the area while being readily available at all times. Further, we view our clients as team members and institute these practices into all aspects of our workflow. We believe client service should not be added value but a critical component of project success. From detailed progress reports, consistent and proactive communication, and adequate systems to track milestones, we pride ourselves on fostering relationships with clients built on candor. You can expect consistency, transparency, and collaboration in decision-making, problem-solving, and project progression – without surprises or superfluous change orders.

We appreciate the opportunity to submit a response. After reviewing the digital design files, **our assessment suggests a deficiency of 110,000 cubic yards of available material needed to complete the project. Our bid includes hauling in suitable material from offsite. Our proposal assumes that this material consists of 59% Clay (Caliche) and 41% Planting Soil per the HCMRA's engineer's recommendation. If a mutual agreement is reached confirming that the required material is or will be on-site rather than needing to be hauled in, the total bid price could be decreased.**

As a deeply experienced, leading Texas-based restoration and mitigation deliverer, MitRes Services is well-positioned to provide the engineering, design, construction, monitoring, and day-to-day management to meet HCRMA's needs.

Thank you for your time and consideration,

Eric Anderson
President
MitRes Services, LLC

MitRes Services, LLC
209 Renaissance Dr
Hallsville, TX 75650
903.660.7527
mitigate.pro

Workload and Staffing

Project Delivery Team:

Position	Personnel Name	Years of Experience Performing Role	Years with Company
Project Executive/Principal-in-Charge	Eric Anderson	20	20
Project Manager (Design and Construction phases)	Drew Haley	15	11
Project Manager (Monitoring and Maintenance phases)	Drew Haley	15	11
Construction Superintendent	Jon Phillips	20	10
Safety Manager	Roman Quinn	9	5
QA/QC Manager	Drew Haley	11	11

MitRes Services has sufficient workforce capacity to perform the services and exceed expectations in service delivery and quality.

The MitRes team of 30 professionals with specialties in ecological restoration, project finance, project and construction management, and real estate – are all available to be involved in the project. The team has diverse and complementary skills to encompass all disciplines and aspects of restoration.

Additionally, the majority of our environmental professionals and construction personnel are located in Texas and will be readily available for this effort – supplying the local labor force who are equipped with advantageous knowledge of the Hidalgo County environment, ecosystem, and communities. MitRes Services and its affiliated companies include over 120 engineering and environmental professionals along with 20 Texas-based experienced earthwork supervisors to call upon for the execution of this project.

General Company information.

Contact Information:

Company Name:	Mitigation Resources of North America		
Physical Address:	209 Renaissance Drive		
Mailing Address:	209 Renaissance Drive		
City:	Hallsville	**State/Zip:**	TX 75650
Telephone:	(903) 660-7527	**Fax:**	N/A
Primary Contact Name:	Eric Anderson, President		
Primary Contact Email:	Eric.anderson@mitigate.pro		
Secondary Contact Name:	Leland Starks, Vice President of Mitigation Solutions		
Secondary Contact Email:	Leland.starks@mitigate.pro		

Representative Projects:

Project Name	Owner Agency	Current Project Phase (designate as Design, Construction, or Monitoring)	Contract Value	Expected Completion Date	Description of Work
Tobaksákola Mitigation Project - PRM	Mississippi Lignite Mining Company	Complete	$10,100,000	Construction: Fall 2022 Monitoring: 2028	Stream restoration and stream buffer enhancement
Tobaksákola Phase II Mitigation Project - PRM	Mississippi Lignite Mining Company	Complete	$8,300,000	Construction: Fall 2022 Monitoring: 2028	Stream restoration and stream buffer enhancement

Yockanookany Mitigation Bank	Yockanookany Mitigation Resources, LLC	Construction	$12,200,000	Construction: Winter 2020 Monitoring: 2031	Stream restoration, stream buffer enhancement, wetland enhancement, and wetland preservation
Lye Branch Mitigation Bank	Mitigate Alabama, LLC	Construction	$5,400,000	Construction: Winter 2022 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Smoky Run Mitigation Bank	Mitigate Tennessee, LLC	Complete	$9,200,000	Construction: Winter 2020 Monitoring: 2031	Stream restoration, stream buffer enhancement, wetland enhancement, and wetland preservation
Cave Spring Mitigation Bank	Mitigate Tennessee, LLC	Complete	$2,500,000	Construction: Winter 2022 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Battle Ridge Mitigation Bank	Mitigate Tennessee, LLC	Design	$15,200,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Buffalo Valley Mitigation Bank	Mitigate Tennessee, LLC	Design	$8,100,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Whites Creek Mitigation Bank	Mitigate Texas, LLC	Design	$13,000,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Pomona Mitigation Bank	Mitigate Florida, LLC	Design	$13,200,000	Construction: Winter 2026 Monitoring: 2036	Wetland restoration and enhancement

Invasive Species Management:

As per 4.2.2.2 of the Draft Mitigation Plan (plan), bermudagrass is currently established throughout the site and treatment with glyphosate is proposed. Additional invasives observed during the November 28, 2023, site visit includes buffelgrass (*Cenchrus ciliaris*), king ranch bluestem (*Bothriochloa ischaemum*) and salt cedar (*Tamarix ramosissima*). Similarly problematic aggressive native species included retama (*Parkinsonia aculeata*), honey mesquite (*Prosopis glandulosa*) and huisache (*Vachellia farnesiana*). Although native, these species establish very quickly in disturbed areas and often increase competition resulting in reduced diversity. Herbicide treatments alone for the bermudagrass, buffelgrass and KR bluestem alike have been proven ineffective in drastically reducing plant densities. These invasive and aggressive natives are considered undesirable when re-establishing a diverse native plant community. Accordingly, additional measures are proposed to control these species more effectively by reducing accumulated seedbank stores. This process of seedbank mining requires multiple treatments which in combination are more effective than herbicide alone.

The following sequence of treatment is proposed to reduce invasive seedbank stores prior to planting. For best results, this treatment is typically administered over a two-year period, however this process may be conducted in a single year if rainfall is adequate to stimulate seedbank germination before and after each treatment. If flood irrigation is practical, this measure may be used to promote seedbank germination and enhance results.

(1) whole-field application of non-selective herbicide post emergence of seedbank (Mar-Apr)
(2) summer prescribed burn of desiccated plant residues (Apr-May)
(3) shallow disking (≤ 2 inches) (Apr-May)
(4) a secondary whole field application of non-selective herbicide (May-July)
(5) individual plant treatment (IPT) of woody invasives & aggressive natives (May-July)
(6) seeding with a no-till drill into standing plant stubble (Aug 15-Oct 15)

With adequate rainfall, undesired species are likely to re-establish quickly. Therefore, initial whole-field herbicide treatment (Step 1) may be possible 3 to 4 weeks following final grading. Seedbank stores will be allowed to develop adequate growth prior to Step 1 for (1) maximum kill results from herbicide treatment and (2) development of adequate fine fuel for prescribed summer burning. If inadequate fine fuel results from the initial growth and herbicide application, Step 2 will not be administered. Disking to promote seedbank development will be limited to the top 2 inches of topsoil. IPT of seedling woody species shall be performed as needed following Step 4. In addition to herbicide, disking and burning, the following planting methods will reduce potential of undesirable species establishment. Competition from planted desirable species will minimize establishment of undesired species. To maximize establishment of native permanent cover, annual forbs and cover crops will be excluded from initial planting mixes. Cover crops will be added to seed blends only if warranted due to seasonal planting limitations or increased erosion potential. Additionally, mulching will be avoided when practical to minimize the introduction of invasive plant materials. Seed will consist of locally adaptive species and fertilization will be avoided to minimize competition from

undesired species. Final seeding will be conducted using a no-till drill to minimize soil disturbance and potential seedbank stimulation. Table X below details the cost associated with the management of invasive species.

Table X Invasive Species Treatment Cost Estimate

Treatment Zone	Acres (approx.)	Treatment				
		Herbicide 1[1]	Burn[2]	Disk[3]	Herbicide 2[4]	IPT[5]
Upland, Scrub-shrub (PSS), Emergent (PEM)	29	$4,495.00	$0.00	$3,195.00	$4,205.00	$4,495.00
Woodline[6]	5	$775.00	$0.00	$400.00	$725.00	$775.00
	34	**$5,270.00**	**$0.00**	**$3,595.00**	**$4,930.00**	**$5,270.00**

Footnotes:

1. Whole field application with (3%) 54% glyphosate at a rate of 20 gallons/acre ($155/ac. includes mobilization)
2. Labor + Water truck + Tractor/disk & subsequent 2'' disking ($875 mobilization + $80/ac. disking)
3. Seedbank stimulation 2'' disking ($875 mobilization + $80/ac. disking)
4. Second herbicide application at a lighter rate ($145/ac. includes mobilization)
5. Individual plant treatment of woody stems + mobilization if needed
6. Optional treatment area if berm structure needed (see mitigation work plan location map).

Revegetation:

Seeding

Seed blends will be derived from plant materials developed specifically for South Texas, and planting rates will follow recommendations by the NRCS for Texas Planting Zone 3 (see Table X below). Planting will be performed with a no-till drill with separated fluffy and slick seedboxes. As recommended by the Ceasar Kleberg Wildlife Research Institute South Texas Native program, seeding will be conducted with a no-till drill as early as August 15 through October 15. Seeding will be administered directly into standing plant stubble to minimize potential seedbank stimulation. If needed, treated areas will be mowed prior to planting to ensure ideal seed-to-soil contact.

Woody stocking

As per the Plan, woody stocking will be restricted to a scrub-shrub planting zone along the wetland mitigation area fringe with a mix of species Table 4-3. Woody plant materials will be locally grown and planted at a minimum of 150 stems per acre. Plant materials will consist of a mix of both containerized and bareroot (plugs) plants, with no one species constituting more than 20 percent of the final mix. Irrigation will be used to ensure 70 percent survival by project completion. Woody stocking materials will be locally grown based on seasonal availability. Planting will be conducted during the dormant season from October 1 to March 31,

with targeted peak dormancy from Dec 1 – Feb 15. Woody stocking will be conducted in the immediate winter following final seeding.

Table X Proposed Seeding Cost Estimate

Planting Zone	Acres (approx.)	Native Seeding					
		Seeding (PLS lb./ac.)	Seed ($/PLS lb.)	Seed ($/ac.)	Seed (Total $)	Labor[5] (Drill/ac.)	Total Labor
Upland[1]	11	12	$40.00	$480.00	$5,280.00	$312.00	$3,432.00
Scrub-shrub (PSS)[2]	3	12	$40.00	$480.00	$1,440.00	$312.00	$936.00
Emergent (PEM)[3]	15	12	$60.00	$720.00	$10,800.00	$312.00	$4,680.00
Woodline[4]	5	12	$40.00	$480.00	$2,400.00	$312.00	$1,560.00
					$19,920.00		**$10,608.00**

Footnotes:

1. Seeded with upland mix (Kings South Texas Native Grass Mix)
2. Seeded Douglas King custom blend per Table 4-2 + tree/shrub plugs (locally grown)
3. Seeded Douglas King custom blend per Table 4-2
4. Optional revegetation if berm structure needed (see mitigation work plan location map).
6. Labor cost includes mobilization

Migratory Birds:

During November 28, 2023, site inspection suitable nesting habitats for migratory birds were observed throughout the project area. In compliance with the Migratory Bird Treaty Act of 1918, the US Fish and Wildlife Service and Texas Parks and Wildlife recommend avoidance of clearing suitable nesting habitats during the peak nesting season of March 15 – September 15. Accordingly, clearing will be avoided when practicable during the peak nesting season. However, if clearing is required during peak nesting, MRNA shall perform a nest survey of suitable habitat at the cost of the client. Surveys will be conducted to document any active nest sites by a qualified biologist. Survey results will be provided to the client within 48 hours of completion. Survey results will be considered valid for one week (7 days) of active clearing. In the event that an active nest is found, a 150-foot buffer will be placed around the nest site until young birds have fledged from the nest. This may take 2 to 6 weeks, during which no work will be conducted within the buffer zone. Once all immature birds have fledged, a follow-up survey of the buffer zone will be conducted, and work in the area will resume. MRNA shall not be held accountable for work delays resulting from project scheduling conflicts and compliance with the Migratory Bird Treaty Act.

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

List of Potential Subcontractors

Blackland Environmental, LLC
8803 Timmerman Cove, Garden Ridge, Texas 78266
Jeremiah McKinney
210-834-4368
jeremiah@bk-land.com

Cosby Mesquite Clearing
908 N County Rd 101, Falfurrias
Joshua Cosby
361-474-3222

Engineering Resources, LLC
P.O. Box 9155, Longview, Texas 75608
Dan Metcalf, P.E.
903-234-4570
dmetcalf@engr-res.com

Novus Electrical Systems, LLC
2601 Arlington Road, Marshall, Texas 75672
Ronnie Holland
903-926-2557
novuselectrical@gmail.com

J and S Water Wells
1056 East First, Bellville, Texas 77418
Shaun Grell
979-865-2393
monterichardson@me.com

Soil Tech Advance, INC
1100 East Hackberry, McAllen, Texas 78501
David Navarro
956-668-7645
STAINC.NET

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

Whitaker Plumbing, INC
601 W Wellington St, Carthage, TX 75633
Mark Whitaker
903-693-8866
mark@whitakerplumb.com

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

List of Potential Suppliers

Soil Tech Advance, INC
1100 East Hackberry, McAllen, Texas 78501
David Navarro
956-668-7645
STAINC.NET

Delta Fuels
PO Box 737514, Dallas, Texas 75373
Sam Ferguson
(318) 757-7610
Delta Fuel – Propane, Gas, Diesel & Lubricants

Quintanilla Dirt Work
PO Box 545, Sebastian, Texas 78594
(956) 746-7511
Quintanilla's Dirt Work | Facebook

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD
RESOLUTION No. 2024-09

APPROVAL OF WORK AUTHORIZATION NUMBERS 15/16 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE AN UPDATED BRINGDOWN LETTER AND GENERAL ENGINEERING SUPPORT FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 27th day of February 2024 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 m 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 (TOM) 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 Se ice 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

WEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 - Approval of Contract Amendment Number 12 to the Professional Service 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 $40,220.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 - Consideration and Approval of Contract Amendment Number 13 to the Professional Service 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, on December 13, 2022 the Authority approved Resolution 2022-64 - Approval of Contract Amendment Number 14 to the Professional Service Agreement with C&M Associates, Inc. for a no cost time extension until December 31, 2023. The maximum payable amount remains at $782,985.20; and

WHEREAS, on July 25, 2023 the Authority approved Resolution 2023-32 - Consideration and Approval of Work Authorization Number 13 to the Professional Service Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of $69,205.00; and

WHEREAS, on August 22, 2023 the Authority approved Resolution 2023-34 - Consideration and Approval of Contract Amendment Number 15 to the Professional Service

Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 13 in the amount of $69,205.00 for a revised maximum payable amount of $852,190.20; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-37, Work Authorization Number 14 to the Professional Service Agreement with C&M Associates, Inc. to provide an update traffic and revenue bringdown letter for volumetric tolling for the 365 Tollway Project in the amount of $74,268.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-09 Consideration and Approval of Work Authorization Number 15 and 16 to the Professional Service Agreement with C&M Associates, Inc. to respectively, provide an updated traffic and revenue bringdown letter for $12,705 and general engineering consultant support for $90,000 for the 365 Tollway Project in the total amount of $102,705.00;

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 fully restated.

Section 2. The Board hereby approves Work Authorization Number 15 and 16 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $102,705.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 15 and 16 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 on the 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT "A'

Work Authorization Number 15 / 16

To

Professional Service Agreement C&M Associates, Inc.

For

Updated Traffic and Revenue Bringdown Letter

and

General Engineering Consultant Support

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.

WORK AUTHORIZATION NO. 15
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 $12,705.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 March 31, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for 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 B
SERVICES TO BE PROVIDED BY THE ENGINEER

Introduction

C&M completed an Investment Grade Traffic and Revenue (T&R) Study of 365 TOLL (the Project) in January 2021, followed by a Bring Down Letter update of the 2021 T&R Study in January 2022. The T&R Study included an assessment of then-current and forecasted traffic trends, socioeconomic trends, and other key factors influencing the outlook of the Project's T&R. This effort included an independent socioeconomic review as well as a comprehensive traffic count collection, an origin–destination (OD) survey, and a stated preference (SP) analysis.

One key aspect of the T&R forecasts that C&M provided to the Hidalgo County Regional Mobility Authority (HCRMA) is an estimate of the future distribution of vehicle classes that will use the proposed 365 TOLL facility. Vehicle classes for toll roads will vary based on the specific conditions of the traffic demand of the study area and the project corridor.

Once the future demand and distribution of the vehicle classes are projected for the proposed toll road, the operator of the toll road can decide how each vehicle class will be priced. There are two common transaction pricing schemes in the industry:

1. By axle count
2. By vehicle shape and size

Tolling by the number of axles is the most common method of determining toll charges across the United States and in Texas. The method involves counting the number of axles of each vehicle, determining the toll rate based on two-axle vehicles, and charging additional tolls for each additional axle.

However, some toll facilities in Texas (e.g., the LBJ TEXpress Lanes) and elsewhere in the United States (e.g., I-66 Express Lanes outside the Capital Beltway) vary toll rates by the shape and size of the vehicle, not the number of axles. One benefit of tolling vehicles by their dimensions is, for example, to be able to group vehicle classes on a more rational basis than by number of axles. One obvious example is large recreational vehicles, which are much bigger and heavier than regular passenger vehicles but are still paying the same price as passenger vehicles under an axle-based tolling regime. Another example is four- and five-axle trailer trucks, which are actually very similar in size but would pay different toll rates under an axle-based toll regime.

The 365 TOLL revenue forecast that C&M provided to the HCRMA in its previous T&R studies is based on a toll operation that groups vehicle classes by number of axles. The HCRMA, with its toll operation consultant, is considering changing the toll collection system for different vehicle classes, primarily in consideration of possible construction and maintenance cost reductions. Therefore, C&M provided an updated Bring Down Letter to the HCRMA in October 2023, estimating the impact on T&R of changing from axle-based to vehicle-dimension-based tolling.

Recent consideration from HCRMA's General Engineering Consultant (GEC) suggested a tolling solution that combines axle-based and height-based classifications to provide the benefits of the axle tolling, additional height and width data for large trucks, and increased redundancy measures compared to the volumetric tolling solution. The HCRMA has requested an update to C&M's Bring Down Letter provided in October 2023 to consider the new tolling solution proposed by the GEC.

C&M is confident in its ability to support the HCRMA in this step and will provide the HCRMA with a 365 TOLL revenue forecast for the treadle and height tolling solution. The following scope of work outlines C&M's proposed efforts to prepare the Bring Down letter by summarizing the newly implemented methodology, assumptions, results, and conclusions.

Task 1: Project Management and QA/QC

This task will start with the Notice to Proceed (NTP) from the HCRMA. C&M will conduct a kick-off meeting with HCRMA's Project Manager and HDR's (HCRMA's GEC) staff, during which relevant issues and the work plan for the study will be reviewed and established.

C&M will conduct internal project meetings as needed. C&M's Project Manager will ensure that any unexpected issues or changes to the scope are properly coordinated with HCRMA's Project Manager.

Likewise, C&M's Project Manager will arrange periodic progress meetings by teleconference with the HCRMA and will be responsible for guaranteeing that quality control procedures are implemented throughout the course of the study.

Task 2: Update Traffic and Revenue Forecast

C&M developed the treadle and height tolling scenario model outputs as an alternative in the previous (October 2023) Bring Down Letter. Based on the results obtained from the treadle and height tolling solution, C&M will update the previous T&R results.

Task 3: Bring Down Letter Update

C&M will update the previous Bring Down Letter with the following:

1. Additional information that was used to develop the alternative analysis.
2. Updated toll classes and toll assumptions that were used for the treadle and height tolling solution.
3. Updated T&R forecast estimates.
4. A summary of the results and concluding remarks.

C&M will address any comments from HCRMA staff regarding the updated Draft Bring Down Letter and submit a final version reflecting any necessary changes.

Project Budget and Schedule

As summarized in Table 1, C&M proposes a lump sum budget of $12,705, reflecting the described scope of work for the Bring Down Letter update. The total project duration is 2 weeks, beginning immediately with receipt of NTP.

Table 1. Proposed Budget

	Task Description	Budget by Task
1	Task 1: Project Management and QA/QC	$1,430
2	Task 2: Update Traffic and Revenue Forecast	$5,101
3	Task 3: Bring Down Letter Update	$6,174
Sub-Total Labor		**$12,705**
Direct Expenses*		
No Direct Expenses		
Sub-Total Direct Cost		**$0**
Total Budget		**$12,705**

WORK AUTHORIZATION NO. 16
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 $90,000.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's estimated Work Authorization costs included in Exhibit D, Fee 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 March 31, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for 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 B
SERVICES TO BE PROVIDED BY THE ENGINEER

Introduction

The Engineer completed an Investment Grade Traffic and Revenue (T&R) Study of 365 TOLL (the Project) in January 2021, followed by a Bring Down Letter update of the 2021 T&R Study in January 2022. The T&R Study included an assessment of then-current and forecasted traffic trends, socioeconomic trends, and other key factors influencing the outlook of the Project's T&R. This effort included an independent socioeconomic review as well as a comprehensive traffic count collection, an origin–destination (OD) survey, and a stated preference (SP) analysis. Additionally, Engineer provided an updated Bring Down Letter to the HCRMA in October 2023.

The T&R study as well as the provided Bring Down Letter provide critical input to the HCRMA's Financial Model, including the number of ETC and video transactions, toll rate schedule by gantry, and fee revenues, just to mention a few. The HCRMA's General Engineering Consultant (GEC) Team is working on updating the financial model to the latest conditions resulting from the change in tolling equipment and possibly changing the previous back-office operations.

Recent and future data requests from the GEC team and requests for clarification of the information presented in the T&R Study and/or Bring Down Letter make it necessary to involve the traffic consultant on a required basis. The HCRMA decided to create a time and materials budget for the traffic consultant to be available to answer questions and respond to data requests as needed.

Task 1: Project Management and QA/QC

This task will start with the Notice to Proceed (NTP) from the HCRMA. Engineer will conduct internal coordination meetings as needed.

C&M's Project Manager will provide periodic progress reports, as needed, to the HCRMA and will be responsible for guaranteeing that quality control procedures for the provided information are implemented throughout the course of this contract.

Task 2: GEC Support

The Engineer will support the GEC team on an as-needed basis and provide and update requested information that is related to the T&R Study and Bring Down Letters. To support the update of the financial model and any other needs, Engineer and the GEC team will be in close coordination regarding the requested information and services.

Task 3: General Traffic and Revenue Services:

The Engineer will provide technical support for reasonable miscellaneous tasks as may be requested by HCRMA. Upon request by HCRMA, engineer will participate in the HCRMAs general planning process for projects, taking into consideration the impacts of current and future developments on traffic volume and revenue, and render opinions or recommendations concerning traffic-related matters. Engineer will also assist in the annual budgeting process, including providing quarterly traffic and revenue budget related updates, as requested by the HCRMA.

Project Budget and Schedule

As summarized in Table 1, Engineer proposes a time and materials budget of $90,000, reflecting the described scope to support the HCRMA's GEC team. The total project duration of the calendar year 2024 begins immediately with receipt of NTP.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD
RESOLUTION No. 2024-10

APPROVAL OF CONTRACT AMENDMENT NUMBER 17 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 15/16

THIS RESOLUTION is adopted this 27th day of February 2024 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 m 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

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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 (TOM) 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

WEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 Approval of Contract Amendment Number 12 to the Professional Service 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 $40,220.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 Consideration and Approval of Contract Amendment Number 13 to the Professional Service 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, on December 13, 2022 the Authority approved Resolution 2022-64 Approval of Contract Amendment Number 14 to the Professional Service Agreement with C&M Associates, Inc. for a no cost time extension until December 31, 2023. The maximum payable amount remains at $782,985.20; and

WHEREAS, on July 25, 2023 the Authority approved Resolution 2023-32 Consideration and Approval of Work Authorization Number 13 to the Professional Service Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of $69,205.00; and

WHEREAS, on August 22, 2023 the Authority approved Resolution 2023-34 - Consideration and Approval of Contract Amendment Number 15 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 13 in the amount of $69,205.00 for a revised maximum payable amount of $852,190.20; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-37 - Consideration and Approval of Work Authorization Number 14 to the Professional Service Agreement with C&M Associates, Inc. to provide an update traffic and revenue bringdown letter for axel tolling versus volumetric tolling for the 365 Tollway Project in the amount of $74,268.00; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-38 Consideration and Approval of Contract Amendment Number 16 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 14 in the amount of $74,268.00 for a revised maximum payable amount of $926,458.20;

WHEREAS, the Authority finds it necessary to approve Resolution 2024-10 – Consideration and Approval of Contract Amendment Number 17 to the Professional Service Agreement with C&M Associates, Inc. for Work Authorization Number 15 and 16 respectively, to provide an updated traffic and revenue bringdown letter for $12,705 and general engineering consultant support for $90,000 for the 365 Tollway Project in the total amount of $102,705.00 and revising the maximum amount payable to $1,029,163.20

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 fully restated.

Section 2. The Board hereby approves Contract Amendment Number 17 to the Professional Services Agreement with C&M Associates, Inc., in the amount of $102,705 for a revised contract amount of $1,029,163.20 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 16 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 on the 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT "A'

Contract Amendment Number 17

To

Professional Seivice Agreement C&M Associates, Inc.

For

Work Authorization Number 15 / 16

SUPPLEMENTAL AGREEMENT NO. 17

TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 17 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 March 31, 2025.

Article III Compensation
Article III Compensation shall be amended to increase the maximum amount payable under this contract from $926,458.20 to $1,029,163.20 for a total increase of $102,705.00 due to additional scope and effort outlined in Work Authorization No. 15 / 16 for updated bringdown letter and professional engineering services on 365 Tollway Project.

This Supplemental Agreement No. 17 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. 2024-11

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH KINDER MORGAN, INC. FOR PARTICIPATION IN RELOCATION OF UTILITY GAS LINE FOR THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 27th day of February 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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, Kinder Morgan, a subsidiary of Tennessee Gas, has interests of natural gas pipeline at Sta. 1182+54, perpendicular crossing. The work consisted of the adjustment, removal, and/or relocation of 312' of existing 24" pipe at the proper depth to provide required clearances for the safe construction of proposed HCRMA 365 Toll roadway facility;

WHEREAS, Kinder Morgan 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 (Report DBM16001) that the lines current elevation and condition allow it to remain in place. Kinder Morgan is requesting inspector service be compensate.

WHEREAS, the Authority finds it necessary to approve Resolution 2024-11 for final form of Utility Relocation Agreement U-0031-034 and rendering of services be paid up to $40,000.00 to Kinder Morgan for inspection services rendered 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 Resolution 2024-11 for final form of Utility Relocation Agreement U-0031-034 and payment not to exceed $40,000.00 to Kinder Morgan for inspection services rendered 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 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

AGREEMENT BETWEEN KINDER MORGAN

AND

HIDALGO COUNTY REGIONAL MOBIUTY

AUTHORITY FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

EXHIBIT A

AGREEMENT BETWEEN KINDER MORGAN

AND

HIDALGO COUNTY REGIONAL MOBIUTY

AUTHORITY FOR

UTILITY RELOCATION

OF

365 TOLLWAY PROJECT

STANDARD UTILITY AGREEMENT

U-Number: **U-0031-034**

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 **Kinder Morgan (Tennessee Gas), ("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: Construction inspection services on 24" gas line from approximate Sta. 11182+54; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A". for the safe construction of proposed HCRMA roadway facility; 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**. 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 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~~ $40,000(100.0% of $40,000) 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 Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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: Kinder Morgan
Name of Utility

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

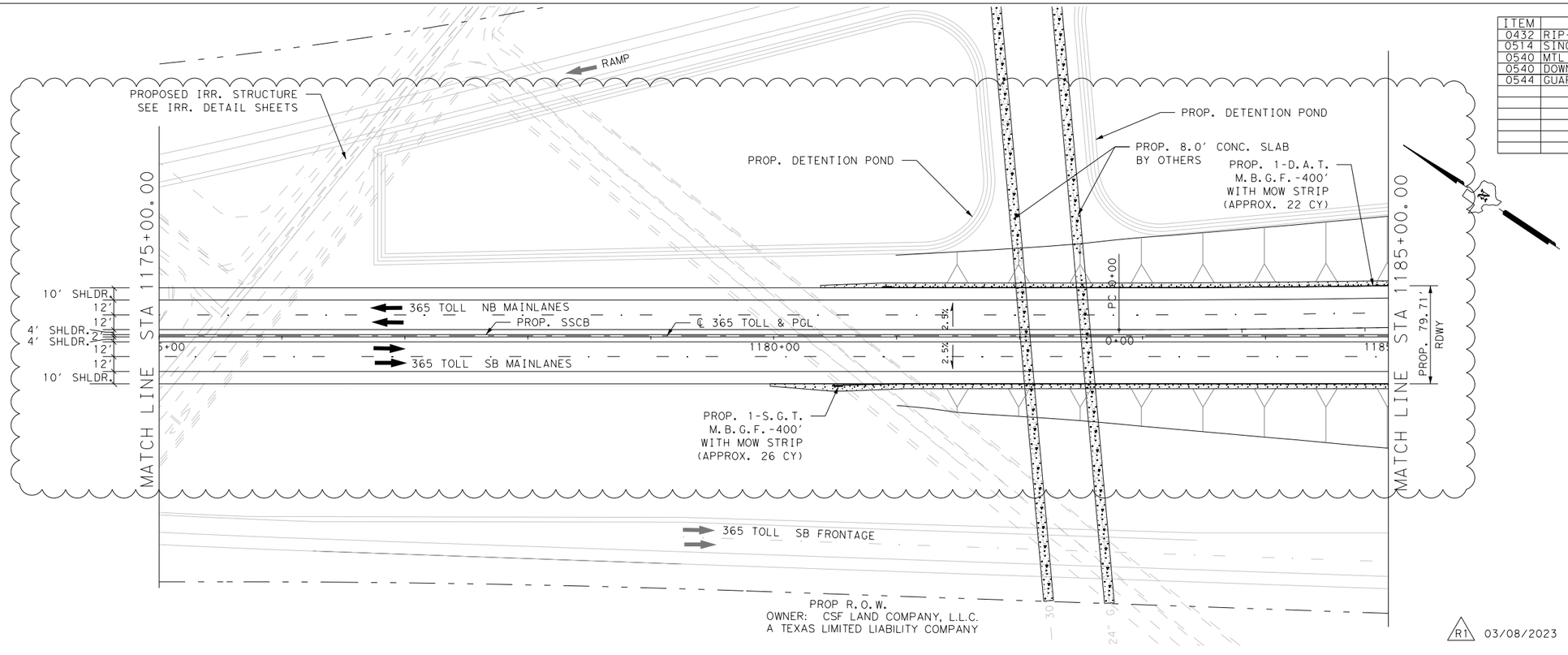
_____
Chief Construction Engineer, HCRMA

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 (*).

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

DATE RECEIVED: 06/21/2023
DATE ACCEPTED: 12/12/2023
BY: Samuel Saldivar, Jr.



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
0432	RIP-RAP MOW STRIP (4")	CY	48
0514	SINGLE SLOPE CONC. BARRIER	LF	1,000
0540	MTL W-BEAM GD FEN (TIM POST)	LF	800
0540	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	1
0544	GUARDRAIL END TREATMENT (INSTALL)	EA	1

LEGEND:

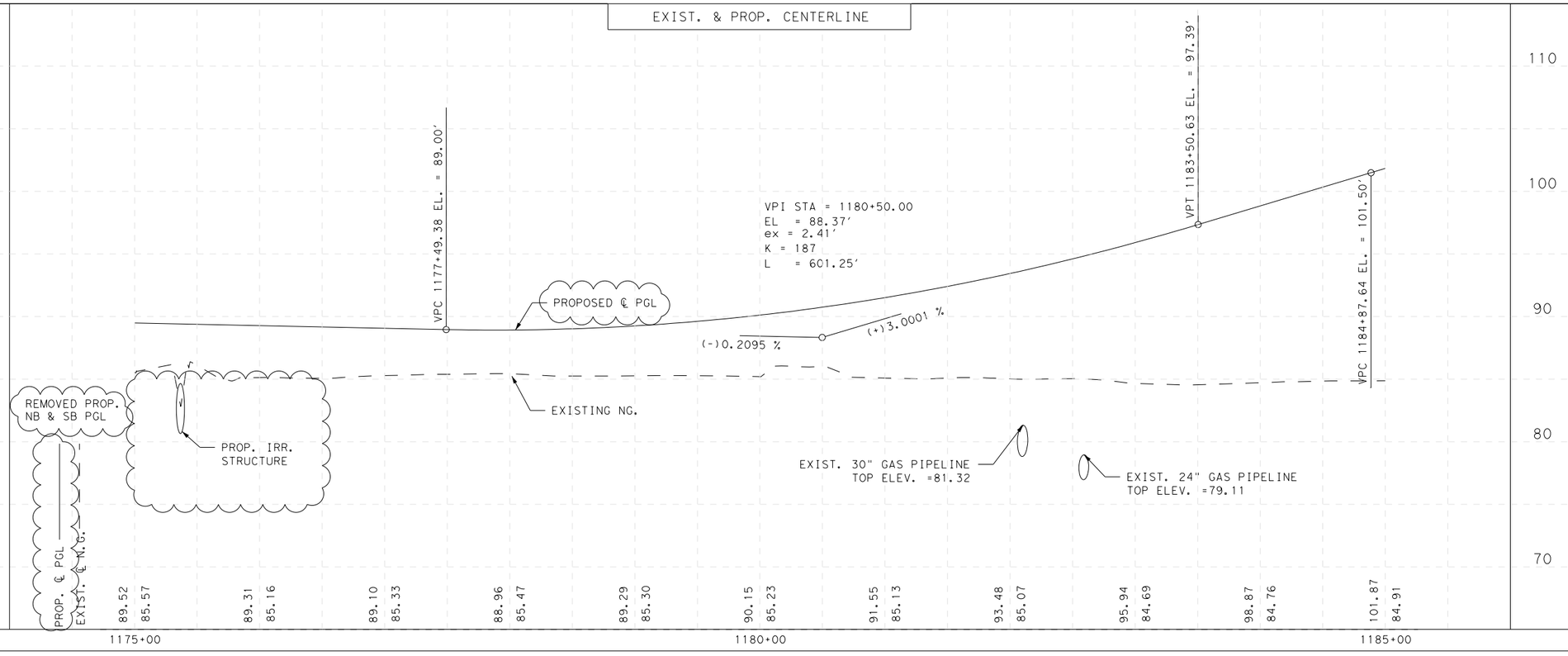
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURNOUT TABLE FOR DIMENSIONS, RADIUS & QUANTITIES)
- PROPOSED PLANING (0-1½")
- PROPOSED WIDENING & OVERLAY
- OBLITERATE EXIST ROAD
- PROPOSED CONC. RIPRAP
- EXISTING ARCHAEOLOGICAL SITE
- PROPOSED R.O.W.
- EXISTING R.O.W.
- PROPOSED CURB RAMPS (TY I)
- FLOW DIRECTION
- TRAFFIC FLOW DIRECTION

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.
2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.
3. SEE SUPERELEVATION TABLE FOR TRANSITIONS AND SUPERELEVATIONS LIMITS.
4. SEE U & D's AND HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES, AND ANY UTILITIES INFORMATION.
5. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
6. CONTRACTOR SHOULD BE CAUTIOUS AS TO NOT DISTURB ARCHEOLOGICAL SITE AREAS.
7. SEE REMOVAL SHEETS FOR ITEM TO BE REMOVED.
8. SEE CULVERT LAYOUTS FOR DRAINAGE STRUCTURE DETAILS.
9. SEE IRRIGATION LAYOUT SHEETS FOR DETAILS.
10. FOR DETAILS & QUANTITIES REFER TO TRAFFIC MANAGEMENT SYSTEM (TMS) SHEETS.

R1 03/08/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.



OTHON INC.
F-1471

STATE OF TEXAS
MATTHEW JAMES IRWIN
136463
LICENSED
PROFESSIONAL ENGINEER
3-16-23

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

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

365 TOLL
MAINLANES
PLAN AND PROFILE
STA. 1175+00 TO STA. 1185+00

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

SHEET 53 OF 72

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
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1	03/08/2023	MI	DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		471

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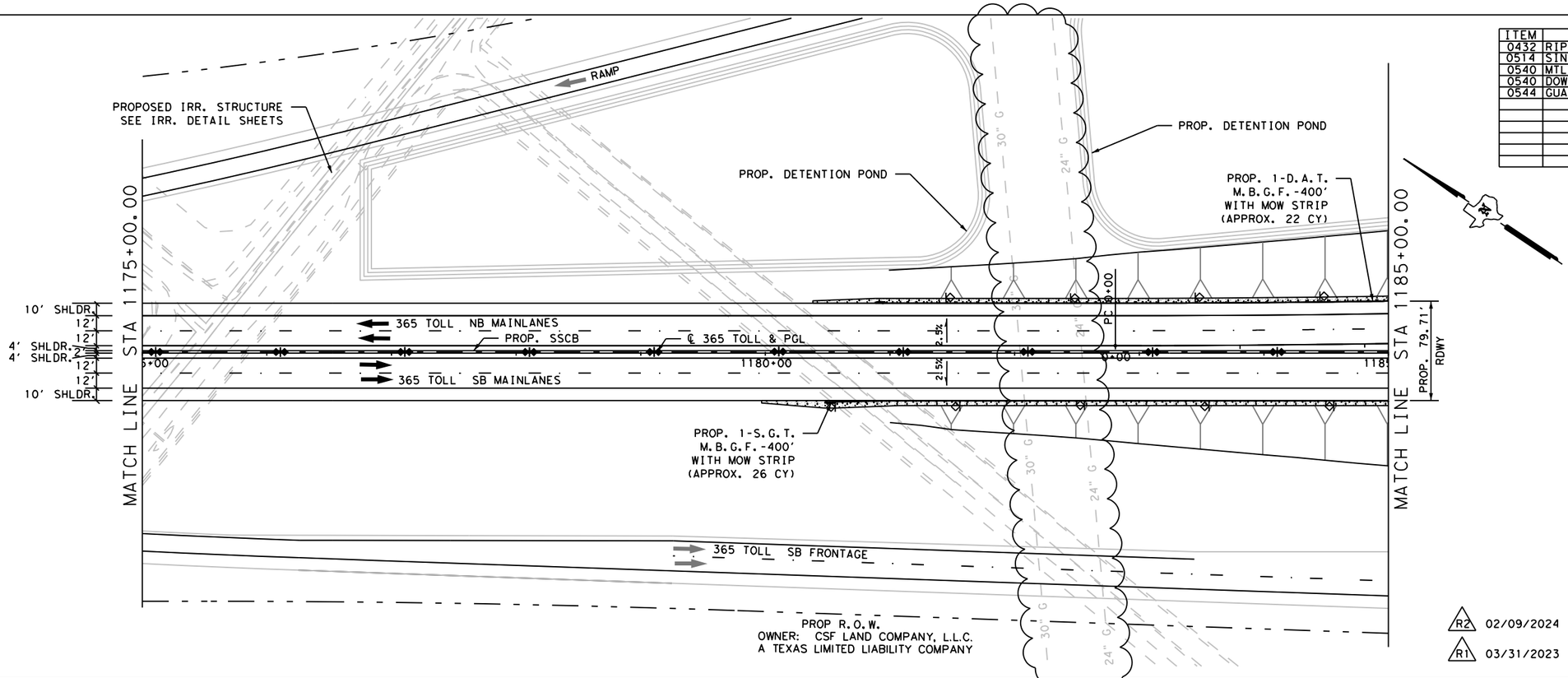

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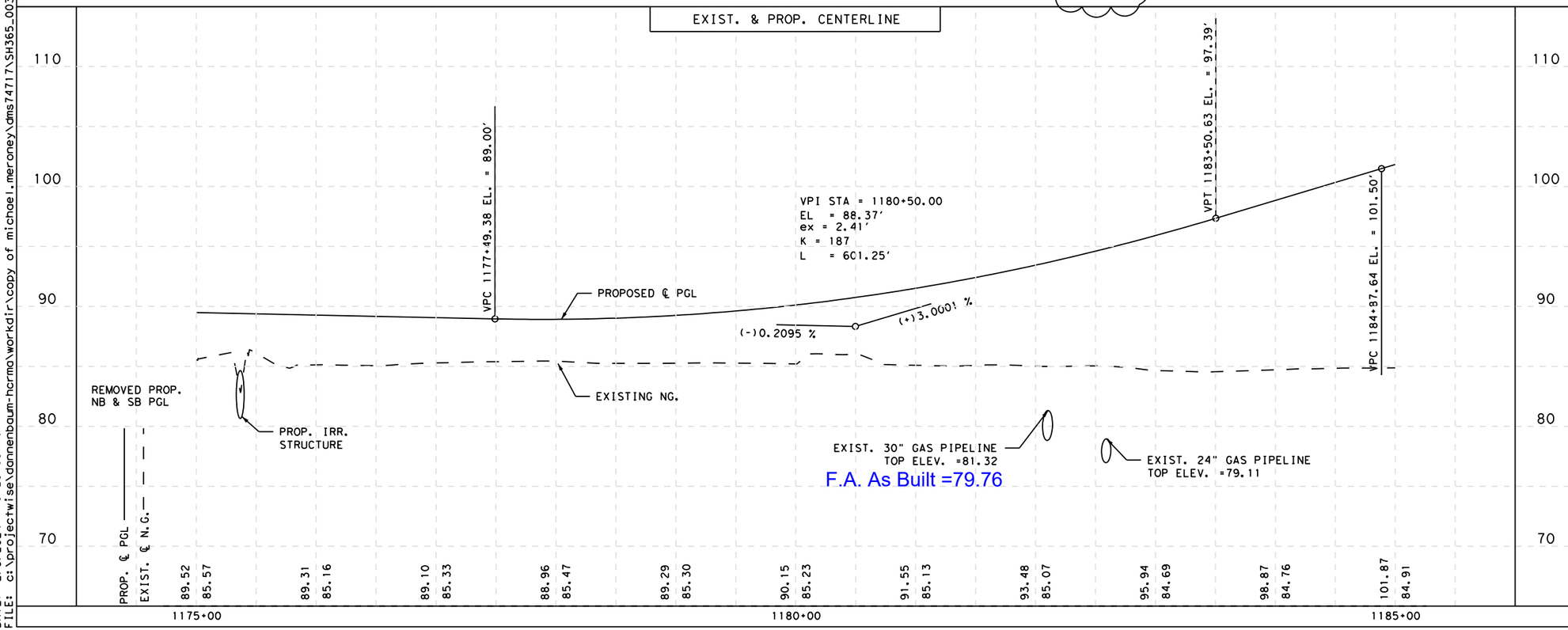
R2 02/09/2024
R1 03/31/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.



HDR Engineering, Inc.
FIRM REGISTRATION No. 754

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
02/09/2024

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
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S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

365 TOLL MAINLANES PLAN AND PROFILE

STA. 1175+00 TO STA. 1185+00

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

SHEET 53 OF 72

REV:	DATE:	EOR:
0	06/19/2017	GA
1	03/31/2023	MI

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		471

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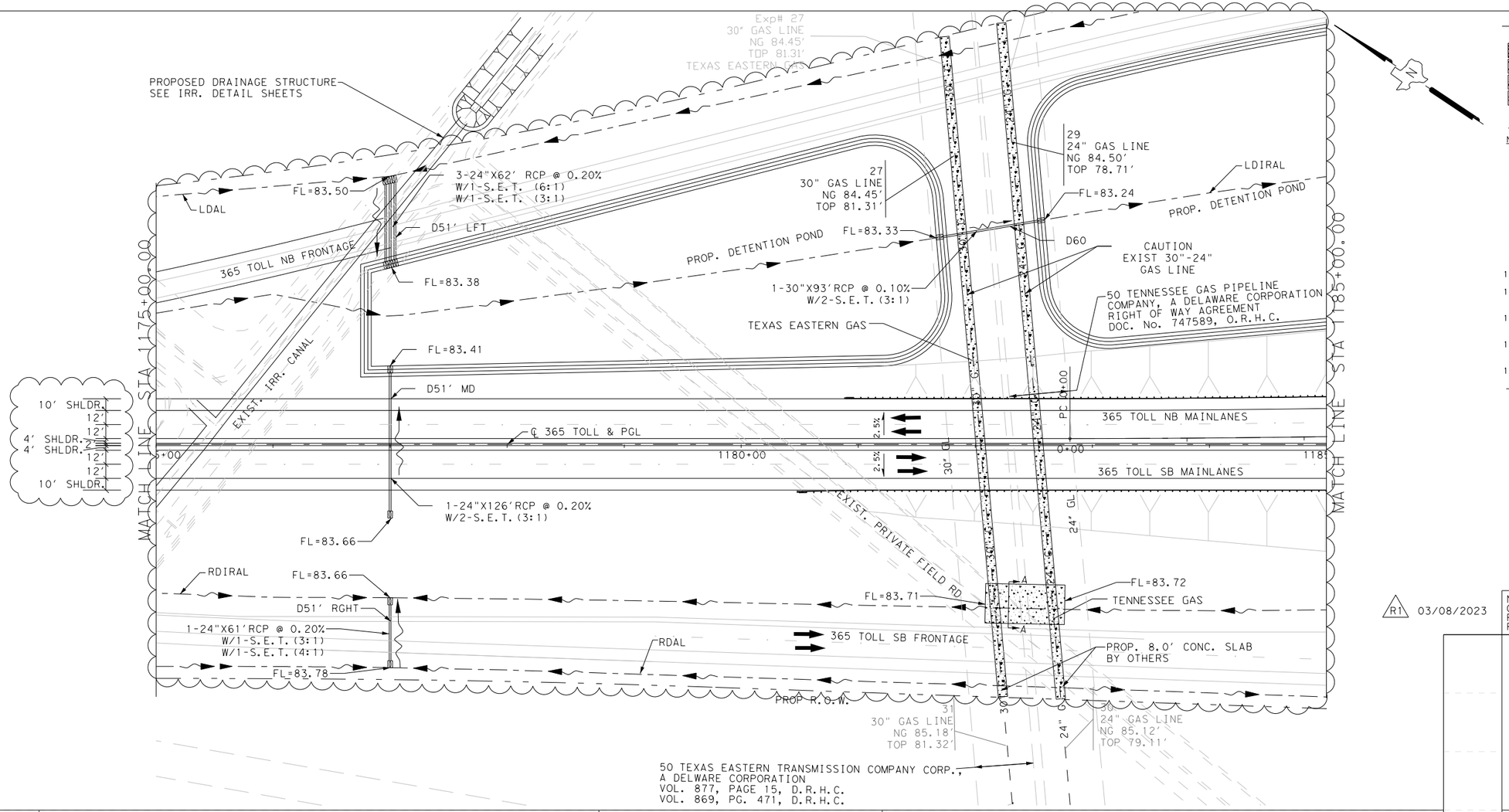
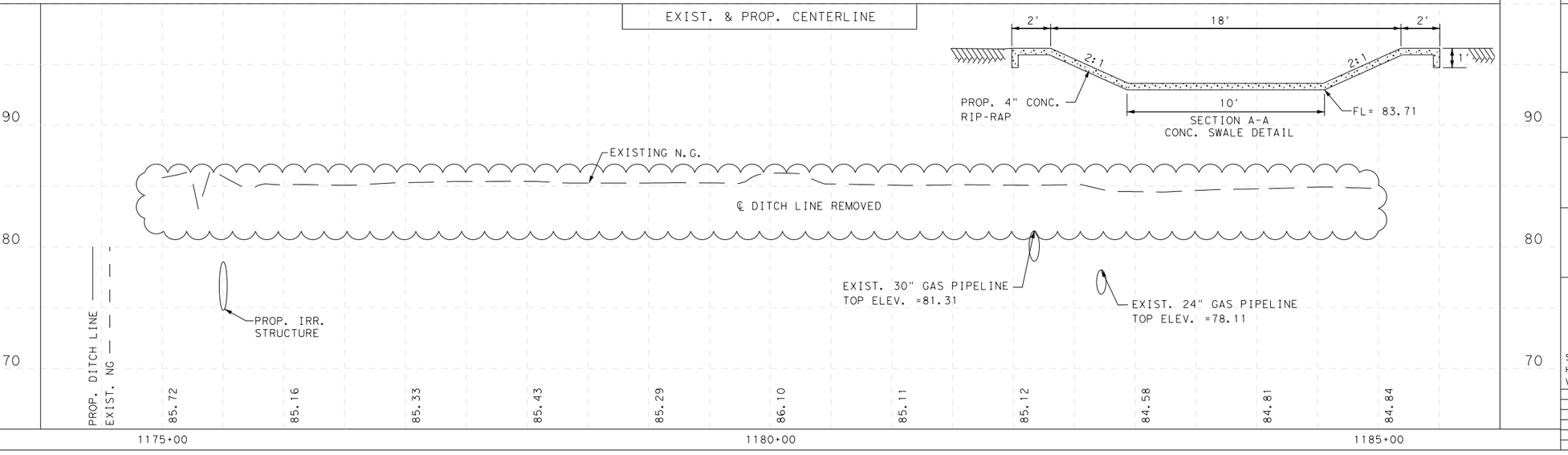
EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HORMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

DATE RECEIVED: 03/08/2023
DATE ACCEPTED: 03/29/2023
BY: Samuel Saldivar, Jr.





LEGEND:

- PROP. CONC. PLUG (NON-PAY ITEM)
- EXIST. RDWY. TO BE OBLITERATED
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/ TURNOUT TABLE FOR SET's & PIPE QUANTITIES)
- PROP. CONC. RIPRAP
- PROP. BRICK PAVERS
- ## DRAINAGE STR. ID.
- DIRECTION OF FLOW IN DITCH

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP CENTERLINE DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. ALL OFFSETS GIVEN ARE TO THE CENTER OF THE STRUCTURE.
4. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
5. SEE "HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES.
6. SEE DRAINAGE STRUCTURE STANDARD SHEETS FOR DESCRIPTION OF OFFSET IN STORM DRAIN TABLE.
7. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
8. SEE LATERAL X-SECTIONS FOR MORE DETAILED INFO.
9. ALL EXIST. UTILITY LINES THAT ARE TO BE ADJUSTED OR REMAIN IN PLACE ARE PROVIDED FOR INFORMATION ONLY.
10. REFER TO "INLET TY 'L1' CONNECTON DETAILS" FOR STRUCTURE DETAILS.
11. ANY DISCREPANCIES IN MANHOLE/INLET ELEVATIONS BETWEEN U&D SHEETS AND HYDRAULIC DATA SHEETS, HYDRAULIC DATA SHEETS SHALL GOVERN.
12. CAST IN PLACE INLET/MANHOLE ELEVATIONS SHALL BE FIELD VERIFIED BEFORE CASTING OPERATIONS BEGIN. ANY ADJUSTMENTS SHALL BE SUBSIDIARY TO BID ITEMS.
13. PRE-CAST INLETS THAT REQUIRE ELEVATION ADUSTMENTS DUE TO DIFFERING FIELD CONDITIONS SHALL BE SUBSIDIARY TO BID ITEMS.
14. FOR ADDITIONAL CASINGS REFER TO TRAFFIC MANAGEMENT SYSTEM SHEETS

- PROPOSED DITCH LINE
- X EXISTING FENCE

EXISTING UTILITIES

- #W — # (DIAM INCH) WATER LINE
- #IR — (DIAM INCH) IRRIGATION LINE
- #FM — # (DIAM INCH) FORCE MAIN SANITARY SEWER LINE
- #SS — # (DIAM INCH) SANITARY SEWER LINE
- #G — # (DIAM INCH) GAS PIPELINE
- FOL — UNDEGROUND FIBER OPTIC CABLE
- T — UNDERGROUND TELEPHONE LINE
- C — UNDERGROUND CABLE
- OFOL — OVERHEAD FIBER OPTIC LINE
- OP — OVERHEAD ELECTRIC LINE
- OPT — OVERHEAD ELECTRIC W/ TELEPHONE LINE
- HVTL — HIGH VOLTAGE TRANSMISSION LINE
- P — UNDERGROUND ELECTRIC LINE
- POWER POLE

R1 03/08/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

OTHON INC.
F-1471

Michael Liang
03/08/2023

STATE OF TEXAS
MICHAEL Z. LIANG
115839
LICENSED PROFESSIONAL ENGINEER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
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
UTILITIES AND DRAINAGE
STA 1175+00 TO STA 1185+00

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

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
0	06/19/2017	GA				
1	03/08/2023	ML	0921	02	368	365 TOLL
			DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		984

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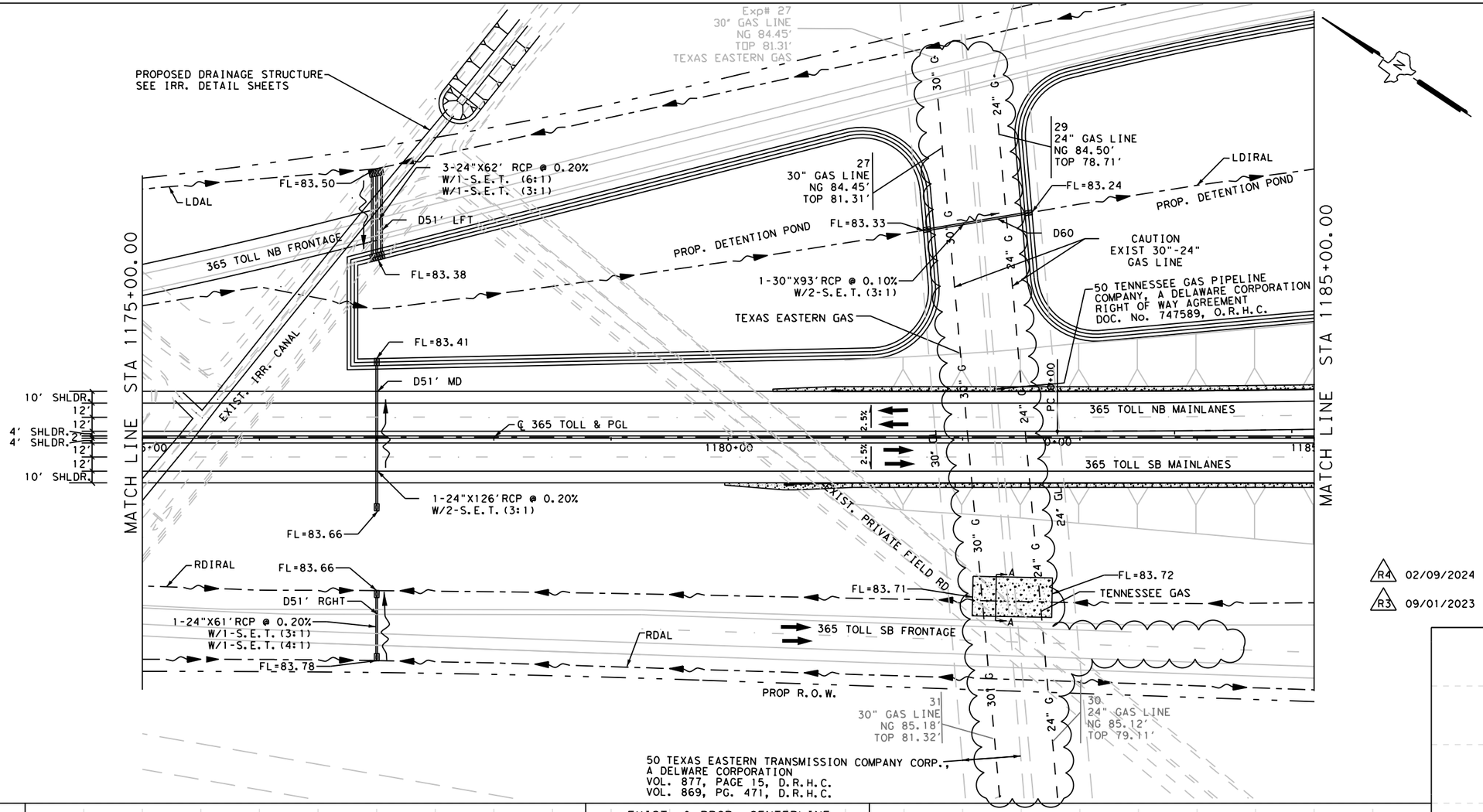

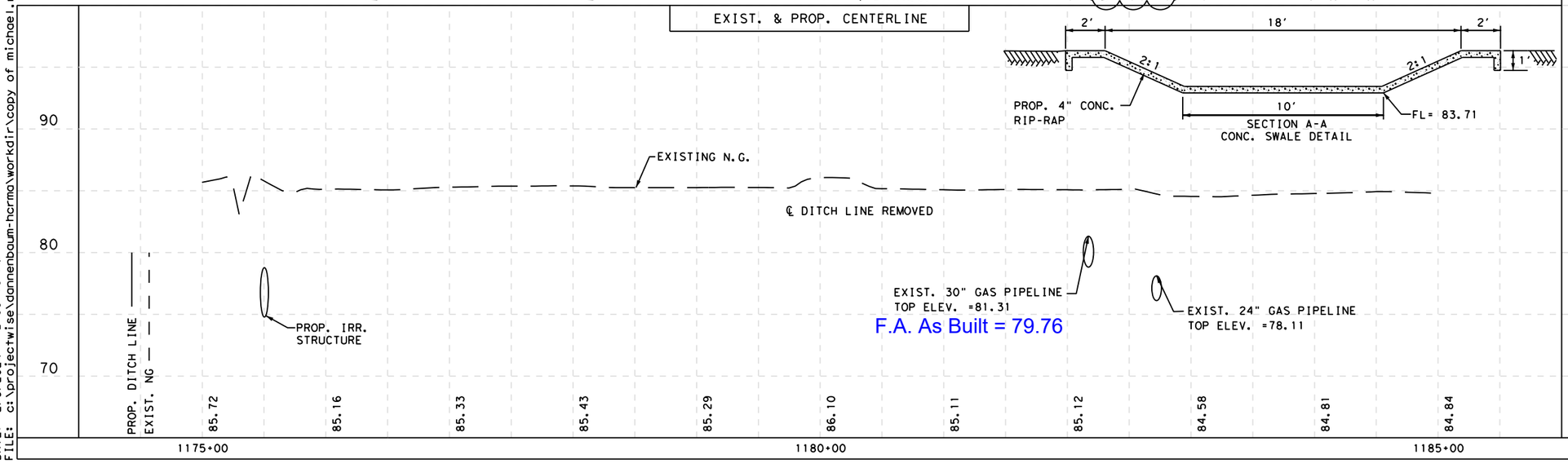

LEGEND:

- PROP. CONC. PLUG (NON-PAY ITEM)
- EXIST. RDWY. TO BE OBLITERATED
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/ TURNOUT TABLE FOR SET's & PIPE QUANTITIES)
- PROP. CONC. RIPRAP
- PROP. BRICK PAVERS
- ## DRAINAGE STR. ID.
- DIRECTION OF FLOW IN DITCH

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP CENTERLINE DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. ALL OFFSETS GIVEN ARE TO THE CENTER OF THE STRUCTURE.
4. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
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- #G (DIAM INCH) GAS PIPELINE
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- OP OVERHEAD ELECTRIC LINE
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- HVTL HIGH VOLTAGE TRANSMISSION LINE
- P UNDERGROUND ELECTRIC LINE
- POWER POLE

R4	02/09/2024
R3	09/01/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

HDR Engineering, Inc.
FIRM REGISTRATION No. 754
STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
02/09/2024

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

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

365 TOLL
UTILITIES AND DRAINAGE
STA 1175+00 TO STA 1185+00

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

SHEET 56 OF 68

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
0	06/19/2017	GA	0921	02	368	365 TOLL
1	03/31/2023	ML				
2	06/16/2023	ML	DIST	COUNTY		SHEET NO.
3	09/01/2023	ML	PHR	HIDALGO		984

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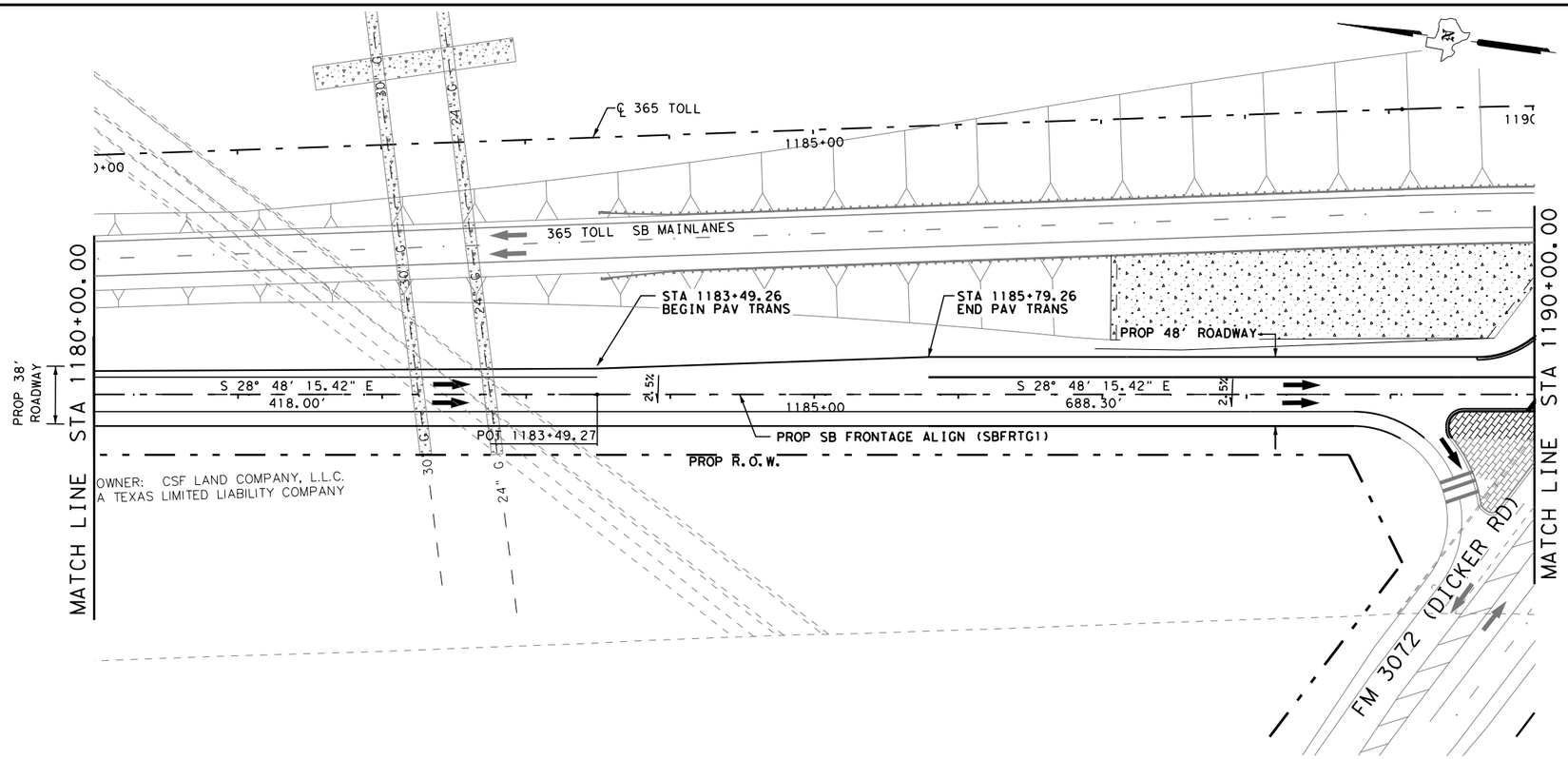


SHEET SUMMARY

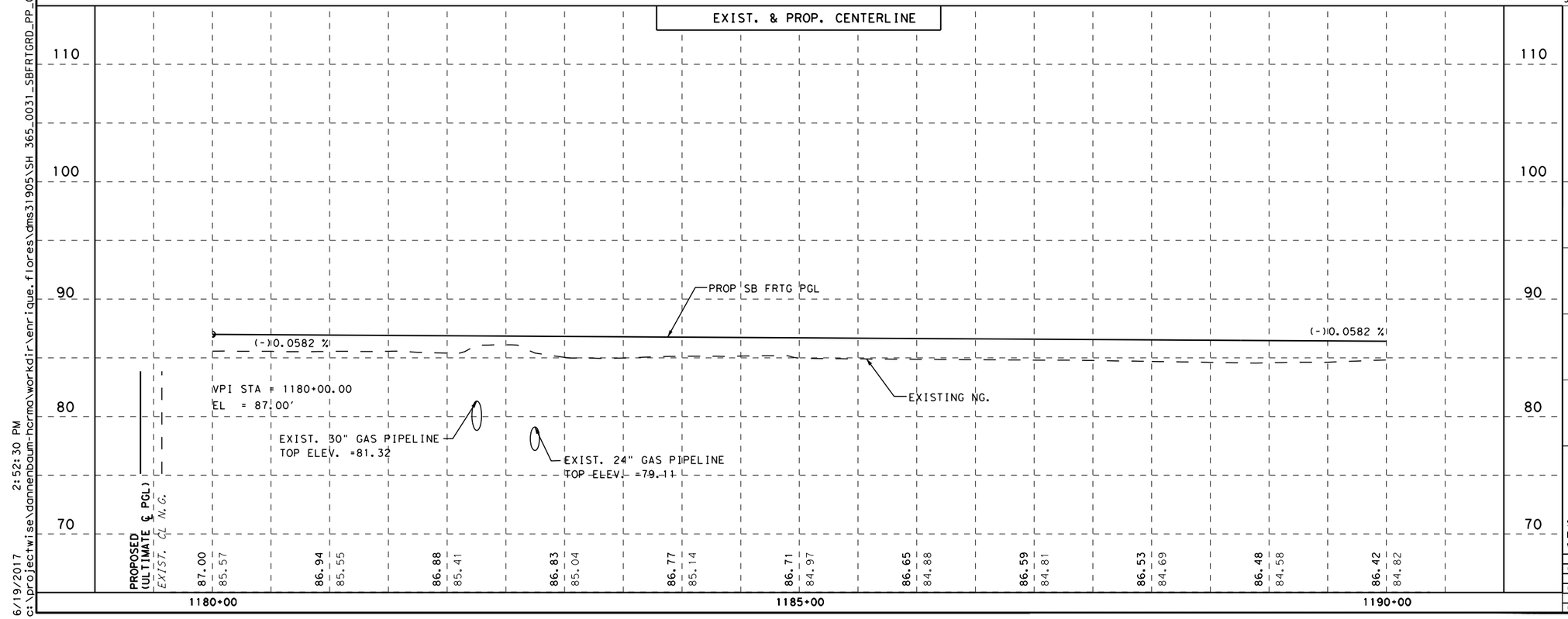
ITEM	DESCRIPTION	UNIT	QTY

LEGEND:

- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURNOUT TABLE FOR DIMENSIONS, RADIUS & QUANTITIES)
- PROPOSED PLANING (0-1½")
- PROPOSED WIDENING & OVERLAY
- OBLITERATE EXIST ROAD
- PROPOSED CONC. RIPRAP
- EXISTING ARCHEOLOGICAL SITE
- PROPOSED R.O.W.
- EXISTING R.O.W.
- PROPOSED CURB RAMPS (TY I)
- FLOW DIRECTION
- TRAFFIC FLOW DIRECTION

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.
2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.
3. SEE SUPERELEVATION TABLE FOR TRANSITIONS AND SUPERELEVATIONS LIMITS.
4. SEE U & D's AND HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES, AND ANY UTILITIES INFORMATION.
5. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
6. CONTRACTOR SHOULD BE CAUTIOUS AS TO NOT DISTURB ARCHEOLOGICAL SITE AREAS.
7. SEE REMOVAL SHEETS FOR ITEM TO BE REMOVED.
8. SEE CULVERT LAYOUTS FOR DRAINAGE STRUCTURE DETAILS.
9. SEE IRRIGATION LAYOUT SHEETS FOR DETAILS.



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
6/19/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
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
SB FRONTAGE RD
PLAN AND PROFILE
STA. 1180+00 TO STA. 1190+00

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

SHEET 3 OF 13

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

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		508

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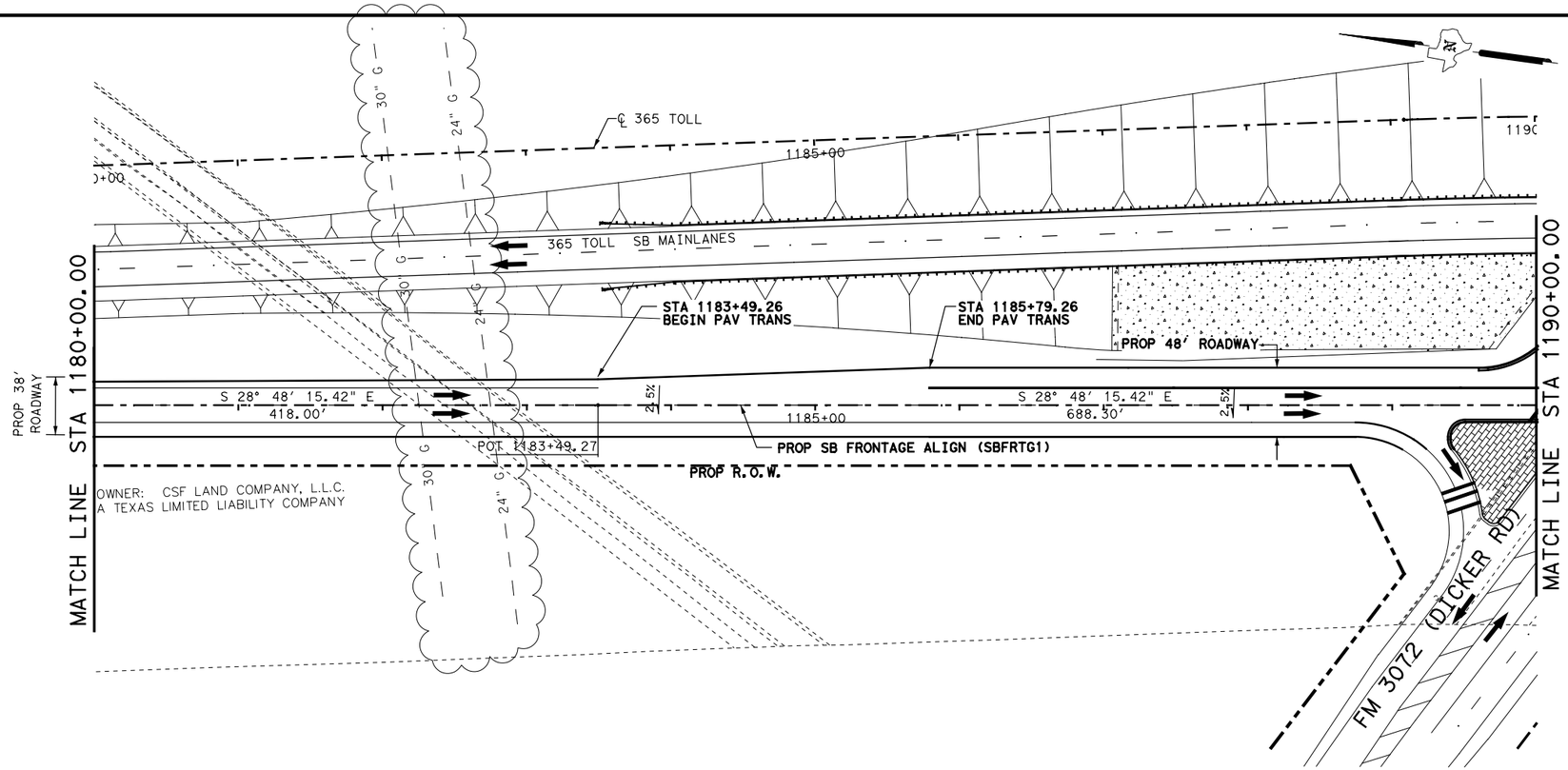
This sheet was not changed as part of the VECP design process and remains in its original IFC state.



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QTY

LEGEND:

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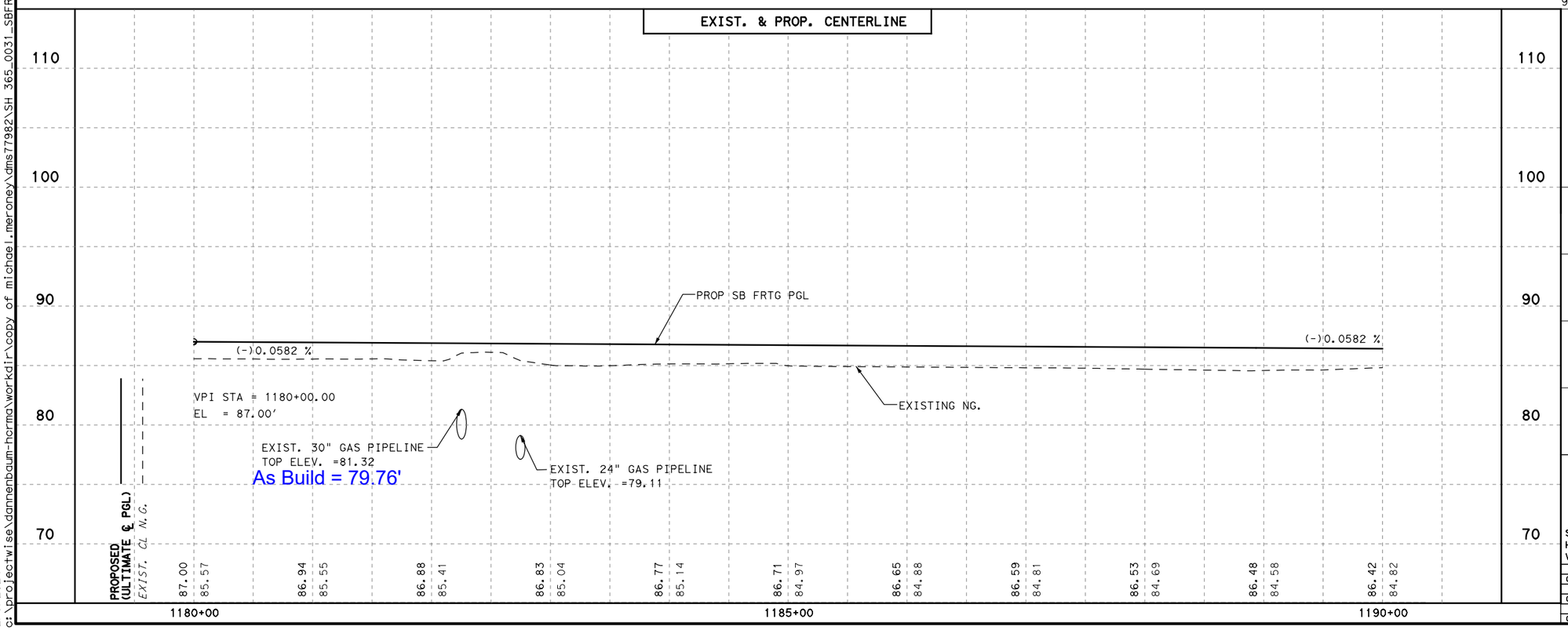
9. SEE IRRIGATION LAYOUT SHEETS FOR DETAILS.

R1 02/09/2024

EXIST. & PROP. CENTERLINE



HDR Engineering, Inc.
FIRM REGISTRATION No. 754

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
02/09/2024

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

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

365 TOLL
SB FRONTAGE RD
PLAN AND PROFILE
STA. 1180+00 TO STA. 1190+00

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

SHEET 3 OF 13

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		508
TR:				
CK TR:				

2/9/2024 2:35:35 PM
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EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

DATE RECEIVED: 12/07/2023
DATE ACCEPTED: 12/07/2023
BY: Samuel Saldivar, Jr.

RETAINING WALLS #1 & #2 REMOVED

SP 115 (23RD ST)

PROP SH 365 878+65.22

WALL #4
WALL #3
WALL #5

WALL #6
WALL #7
WALL #8

SH 336 (10TH ST)

RETAINING WALL #9 REMOVED

PROP SH 365 925+72.11

FM 2061 (JACSON RD)

WALL #10
WALL #12
WALL #11
WALL #14
WALL #13
WALL #15

PROP SH 365 1015+50.94

US 281 (CAGE RD)

WALL #16
WALL #17
WALL #22
WALL #20
WALL #21
WALL #23

PROP SH 365 1086+76.63

RETAINING WALLS #18 & #19 REMOVED

RETAINING WALLS
#24, #25, #26 & #27
REMOVED

PROP SH 365

WALL #28
WALL #29

RETAINING WALLS
#30 & #31 REMOVED

ANAYA ROAD

SH 365 TOLL
1246+60.73

WALL #32
WALL #33

PROP SH 365

WALL #34
WALL #36
WALL #35

HIGHLINE ROAD

SH 365 TOLL
1273+00.84

WALL #37
WALL #38
WALL #39

R1 02/24/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

OTHON INC.
F-1471

STATE OF TEXAS
MATTHEW JAMES IRWIN
136463
LICENSED
PROFESSIONAL ENGINEER

2-28-23

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

SH 365
RETAINING WALLS
LOCATION LAYOUT

SCALE: 1" = 30'

SHEET 1 OF 1

REV:	DATE:	EOR:
0	07/15/2017	GL
1	02/24/2023	MI

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		737

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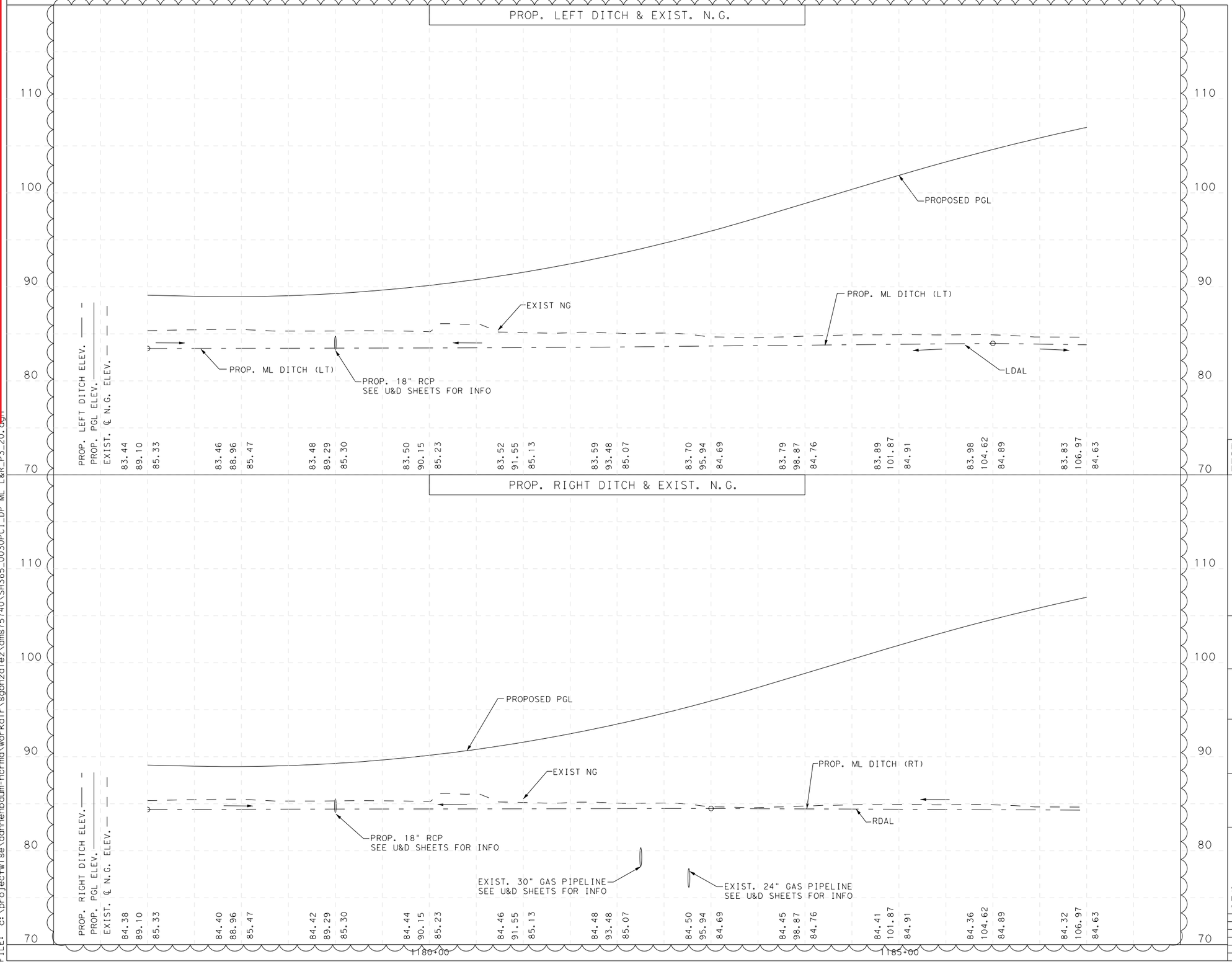
EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HORMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ 0921-02-368).

DATE RECEIVED: 03/08/2023
DATE ACCEPTED: 03/29/2023
BY: Samuel Saldivar, Jr.



R1 03/08/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

OTHON INC.
F-1471

Michael Liang

03/08/2023

STATE OF TEXAS
MICHAEL Z. LIANG
115839
LICENSED PROFESSIONAL ENGINEER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

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

365 TOLL
LEFT & RIGHT DITCH PROFILES FRONTAGE
STA. 1177+00 TO STA. 1187+00

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

SHEET 53 OF 88

REV:	DATE:	BY:
0	06/19/2017	GA
1	03/08/2023	ML

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1060

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DATE RECEIVED: 06/15/2023
DATE ACCEPTED: 06/23/2023
BY: Samuel Saldivar, Jr.

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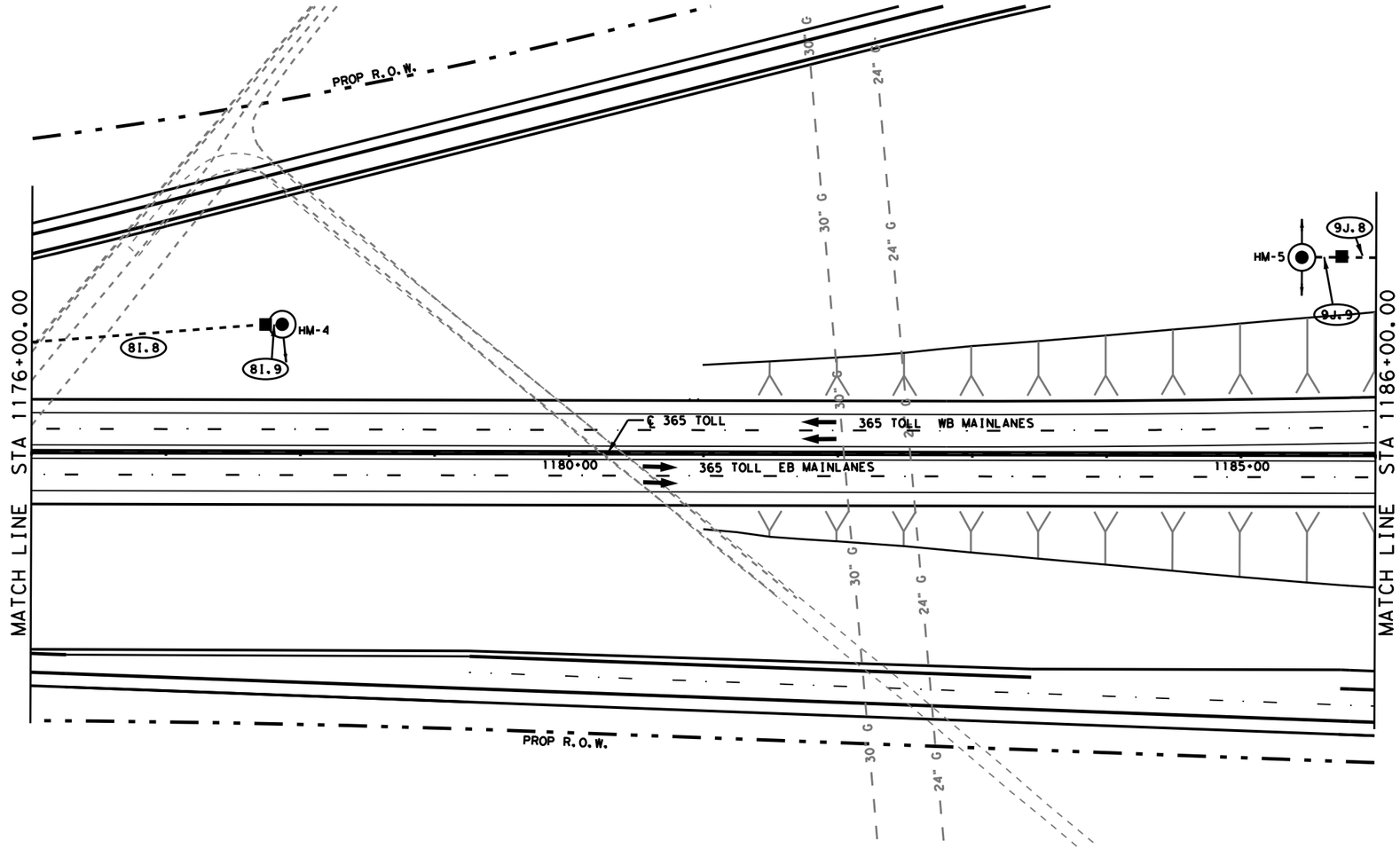

LEGEND

- PROPOSED HIGH MAST IL ASM (6 FIXT) (ASYM) (TY B)
- PROPOSED HIGH MAST IL ASM (6 FIXT) (SYM) (TY S)
- PROP RDWY IL (TY SA) 40T 8 (250W EQ) LED
- PROP RDWY IL (TY SP) 38S 8-8 (250W EQ) LED
- PROP RDWY IL (U/P) (TY 1) (150W EQ) LED
- PROP RDWY IL (U/P) (TY 2) (150W EQ) LED
- PROP ELECTRICAL SERVICE
- PROP GROUND BOX
- PROP JUNCTION BOX
- PROP CONDUIT (RM) (1")
- PROP CONDUIT (PVC) (SCHD 40) (2")
- PROP CONDUIT (PVC) (SCHD 40) (3")
- PROP CONDUIT (PVC) (SCHD 40) (2") BORE
- PROP CONDUIT (PVC) (SCHD 40) (3") BORE
- (XX.XX) CONDUIT RUN NUMBER

NOTE:

1. POLE LOCATION MAY BE ADJUSTED BY 3' TO 5' IN ORDER TO AVOID THE EXISTING AND PROPOSED UTILITIES AND DRAINAGE STRUCTURES.
2. ALL INDICATED LENGTHS IN CONDUIT AND CONDUCTOR RUNS SCHEDULE ARE HORIZONTAL ONLY. ALLOW FOR SPLICING AND VERTICAL REQUIREMENTS.
3. ALL STATION NUMBERS PRESENTED HERE ARE REFERENCED TO THE CENTERLINE OF 365 TOLL.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UNDERGROUND UTILITIES BEFORE DRILLING FOR LUMINAIRE POLE FOUNDATIONS AND SERVICE POLES.

ROADWAY ILLUMINATION LOCATIONS			
LUM NO.	STATION	OFFSET	ASSEMBLY STANDARD
HM-4	1176+86.19	95' LT	HI MST IL ASM (6 FIXT)(ASYM)(TY B)
HM-5	1184+95.00	145' LF	HI MST IL ASM (6 FIXT)(SYM)(TY S)

CONDUIT AND CONDUCTOR RUNS TABLE

RUN NO.	RUN LENGTH	CONDUIT			ELEC. CONDR (NO.4)				ELEC. CONDR (NO.3)			
		2" PVC (SCHD 40)	1" RM	2" PVC (SCHD 40) BORE	GROUND (BARE) NO. OF CONDRS	GROUND (BARE) EACH RUN	POWER (INSULATED)-XHHW NO. OF CONDRS	POWER (INSULATED)-XHHW EACH RUN	GROUND (BARE) NO. OF CONDRS	GROUND (BARE) EACH RUN	POWER (INSULATED)-XHHW NO. OF CONDRS	POWER (INSULATED)-XHHW EACH RUN
	FT	FT	FT	FT	EA	LF	EA	LF	EA	LF	EA	LF
ELECTRICAL SERVICE # 8												
CIRCUIT C												
8I.8	180	180			1	185	2	370				
8I.9	165	15			1	170	2	340				
ELECTRICAL SERVICE # 9												
CIRCUIT B												
9J.9	165	15							1	170	2	340
9J.8	30	30							1	35	2	70
TOTAL		240				355		710		205		410

#2 - REVISED 06-14-2023

NON-CLOUDED AREAS WILL BE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

NOTE:
" FOR ADDITIONAL ILLUMINATION ITEMS REFER TO TRAFFIC MANAGEMENT SYSTEM SECTION ILLUMINATION LAYOUTS "

ILLUMINATION QUANTITIES - SHEET TOTALS

ITEM	CODE	DESCRIPTION	UNIT	QUANTITY
416	6026	DRILL SHAFT (HIGH MAST POLE)(60 IN)	LF	90
416	6029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	0
610	6104	IN RD IL (U/P)(TY 1)(150W EQ) LED	EA	0
610	6106	IN RD IL (U/P)(TY 2)(150W EQ) LED	EA	0
610	6191	IN RD IL (TY SP) 38S 8-8 (250W EQ)LED	EA	0
610	6214	IN RD IL (TY SA) 40T-8 (250W EQ)LED	EA	0
613	6006	HI MST IL POLE (150 FT)(100 MPH)	EA	2
614	6008	HI MST IL ASM (6 FIXT)(ASYM)(TY B)	EA	1
614	6006	HI MST IL ASM (6 FIXT)(SYM)(TY S)	EA	1
618	6023	CONDT (PVC) (SCHD 40) (2")	LF	240
618	6024	CONDT (PVC) (SCHD 40) (2")(BORE)	LF	0
618	6029	CONDT (PVC) (SCHD 40) (3")	LF	0
618	6030	CONDT (PVC) (SCHD 40) (3")(BORE)	LF	0
618	6064	CONDT (RM) (1")	LF	0
620	6003	ELEC CONDR (NO. 12) BARE	LF	0
620	6004	ELEC CONDR (NO. 12) INSULATED	LF	0
620	6009	ELEC CONDR (NO. 6) BARE	LF	0
620	6010	ELEC CONDR (NO. 6) INSULATED	LF	0
620	6011	ELEC CONDR (NO. 4) BARE	LF	355
620	6012	ELEC CONDR (NO. 4) INSULATED	LF	710
620	6013	ELEC CONDR (NO. 3) BARE	LF	205
620	6014	ELEC CONDR (NO. 3) INSULATED	LF	410
624	6001	GROUND BOX TY A (122311) W/ APRON	EA	2
628	6045	ELEC SRV TY A 240/480 060 (NS) SS (E) SP (O)	EA	0
432	6009	RIP RAP CONC CL B	CY	5.12

OTHON INC.
F-1471

STATE OF TEXAS
JERRY A. BOLLMAN
129596
LICENSED PROFESSIONAL ENGINEER
06/14/2023

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 280 MCALLEN, TX 78504 (956) 682-3677

OTHON ENGINEERING
FIRM REGISTRATION NO. F-1471

365 TOLL ILLUMINATION LAYOUTS

SCALE: 1" = 100'

REV:	DATE:	EOR:
0	06/19/2017	MR
1	03/07/2023	JB
2	06/14/2023	JB

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1821

DATE: 6/14/2023 9:54:59 AM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\nsetyarini\dms75107\SH 365_0031_ILLUM_14.dgn

Attachment "B"
Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Attachment "C"
Schedule of Work

Estimated Start Date: 03/01/2024, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 90

Estimated Completion Date: 06/30/2024

Attachment “D”
Statement Covering Contract Work

(ROW–U–48)
(ROW–U–48–1, if applicable)

Statement of Work

Construction inspection services on 24" gas lines from approximate Sta. 11182+54; and more specifically as shown in the Utility's plans, specifications

Attachment "E"
Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

☒ Utility Joint Use Acknowledgment (ROW–U–JUAA)

☐ Utility Installation Review/Permit Number:

UTILITY JOINT USE ACKNOWLEDGEMENT REIMBURSABLE UTILITY ADJUSTMENT

U-Number: U-0031-071

ROW CSJ: 0921-02-368

County: HIDALGO

District: PHARR

Highway: 365 TOLLWAY

Federal Project No.: DMO2013(420)

From: FM396 (Anzalduas Highway) at GSA Connector

Projected Highway Letting Date: SEPT 2021

To: US281 (MILITARY HIGHWAY)

WHEREAS, the Hidalgo County Regional Mobility Authority, ("Authority"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the , ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and 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:

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 Acknowledgement 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 **AUTHORITY** at least 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 **AUTHORITY** 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, **AUTHORITY** 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. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

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 **State/Authority** 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 **AUTHORITY** 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.

Initial Date Initial Date

AUTH Utility

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.

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.

Utility will, by written notice, advise **AUTHORITY** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **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 **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

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

The **Utility** and the **Authority**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

Utility: _____

Name of Utility

By: _____

Authorized Signature

_____

Print or Type Name

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____

Chief Construction Engineer

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Executed and approved for the Hidalgo County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Hidalgo County Regional Mobility Authority.

By: _____

Executive Director

Date: _____

Attachment “F”
Eligibility Ratio

Eligibility Ratio established: 100.00 %

☒ Non-interstate Highway (Calculation attached)

☐ Interstate Highway

Initial _____ Date _____ HCRMA

Initial _____ Date _____ Utility

Attachment "G"
Betterment Calculation and Estimate

☐ Elective Betterment Ratio established: 50.0%
(Calculation attached)

☐ Forced Betterment
(Provide supporting documentation)

☒ Not Applicable

Initial	Date	Initial	Date
HCRMA		Utility	

Attachment "H"
Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☒ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A **and**

☐ ROW-U-1B

Or

☐ ROW-U-1C

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

JOHN CLOSNER SUBDIVISION
VOL. 0, PAGE 4, M.R.H.C.

LOT 32, BLOCK 15 | LOT 35, BLOCK 15 | LOT 34 BLOCK 15 | LOT 6, BLOCK 16

MATCHLINE STA. 1168+50

MATCHLINE STA. 1199+00

OWNER: J. H. TANNER FAMILY LIMITED PARTERSHIP I, A TEXAS LIMITED PARTNERSHIP, MARY KAY BRAND, Trustee of the KATHERINE H. TANNER, Estate Trust, utd. October 30, 2002, LENABEL TANNER BOREN also known as LENABEL TANNER GWYNN and MARY LEE RICHARDSON HORN TANNER, GUARDIAN'S DEED (VOLUME 1491, PAGE 290, O.R.H.C.)

OWNER: CSF LAND COMPANY, L.L.C. A TEXAS LIMITED LIABILITY COMPANY ASSUMPTION GERERAL WARRANTY DEED DOCUMENT No. 2126882, O.R.H.C.

P.O.C. N.E. COR., LOT 34, BLK. 15
N.W. COR., LOT 6, BLK. 16

P.O.B. PARCEL 60 PT. 3
STA. 1190+49.03'
794.42' Lt.
N: 16570345.17
E: 1092111.13

P.O.B. PARCEL 61 PT 1
STA. 25+23.60'
107.99' Lt.
N: 16569826.11
E: 1092032.71

P.O.C. PARCEL 60 PT. 1

P.O.B. PARCEL 60 PT. 1
STA. 1173+72.30'
200.60' Rt.
N: 16571391.19
E: 1090386.51

DICKER ROAD

50.0' GAS EASEMENT

59 | 60 P-1 | 60 P-2 | 60 P-3 | 61 P-1 | 62 P-1

1170+00 | 1175+00 | 1180+00 | 1185+00 | PC 1189+09.16 | 1190+00 | 1195+00

PI STATION	= 1203+41.51
DELTA	= 39°24'13" RT
DEGREE OF CURVE	= 1°25'57"
TANGENT	= 1,432.35'
LENGTH	= 2,750.88'
RADIUS	= 4,000.00'
PC STATION	= 1189+09.17
PT STATION	= 1216+60.05

JOHN CLOSNER SUBDIVISION
VOL. 0, PAGE 4, M.R.H.C.

LOT 35, BLOCK 15 | LOT 38, BLOCK 15

JOHN CLOSNER SUBDIVISION (Vol. 0, Pg. 4, H.C.M.R.)

PARCEL NO.	EXIST SqFt	LOT	BLOCK	OWNER	TYPE CONV.	CONVEYANCE DOCUMENT No.	TAKING Sq Ft	REMAINDER Ac-SqFt RIGHT	REMAINDER Ac-SqFt LEFT
61 P-1	443,882	32 35-36	15	CSF Land Company, L.L.C. a Texas Limited Liability Company	ASSU. GENERAL WARRANTY DEED	DOC. No. 2126882, O.R.H.C.	6,877	--	222,025
60 P-3	3,237,704	34-35	15	CSF Land Company, L.L.C. a Texas Limited Liability Company	ASSU. GENERAL WARRANTY DEED	DOC. No. 2126882, O.R.H.C.	176,589	1,771,441	242,391
60 P-1	3,237,704	6	16	CSF Land Company, L.L.C. a Texas Limited Liability Company	ASSU. GENERAL WARRANTY DEED	DOC. No. 2126882, O.R.H.C.	1,047,283	1,771,441	242,391

100 0 100 200
SCALE

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, TEXAS SOUTH ZONE.

NOTES:

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED FACTOR OF 0.999960
3. ALL CORNERS ARE SET WITH No. 5 REBAR WITH ALUMINUM DISK UNLESS OTHERWISE NOTED.
4. INSETS ARE LOCATED ON SHEET 17

NUMBER	DIRECTION	DISTANCE
L11	N 51°36'26" W	71.54'
L12	N 08°35'28" E	67.44'
L13	S 51°36'26" E	71.54'
L14	S 08°35'28" W	67.44'
L15	N 51°36'26" W	79.36'
L16	S 81°24'32" E	128.25'
L17	N 08°35'28" E	28.00'
L18	S 08°35'28" W	1.57'
L19	N 51°36'26" W	79.36'
L20	S 81°24'32" E	128.25'
L21	N 08°35'28" E	28.00'
L22	S 08°35'28" W	28.00'
L23	N 81°24'32" W	84.53'
L24	S 40°25'58" W	58.86'

LEGEND

- LOT AND PROPERTY LINES
- EXIST. ROW LINES
- PARCEL BOUNDARY LINES
- EXIST. EASEMENTS INSIDE PARCEL
- EXIST. EASEMENT OUTSIDE PARCEL
- COMMON OWERSHIP LINES
- FENCE LINES
- EXIST. SWALE LINES
- EDGE OF PAVEMENT LINES
- EDGE OF CALICHE ROAD
- EDGE OF DIRT ROAD
- SANITARY SEWER LINES
- FIBER OPTIC LINES
- OVER HEAD POWER LINES
- CULVERTS & DRAINAGE LINES
- WATER LINES
- ACCESS CONTROL LINE
- WATER VALVES AND METERS
- SIGNS AND STOP SIGNS
- IRRIGATION STAND PIPE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- CONC. STRUCTURES
- MONUMENTS
- IRS — SET No. 4 REBAR
- IRS2 — SET No. 5 REBAR W/ ALUM DISK
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- POWER POLES & GUY WIRE
- (09) — PARCEL NUMBER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-6480 FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

TEXAS DEPARTMENT OF TRANSPORTATION

SH 365 SEG. 1
RIGHT OF WAY MAP

CHECKED: CV	FED. RD DIV. No.	STATE	FEDERAL AID PROJECT No.		HIGHWAY No.	
DRAWN: PT		TEXAS			S.H. 365	
	STATE DISTRICT	COUNTY	ROW CONTROL	SECTION	JOB	SHEET No.
CHECKED:	PHARR	HIDALGO	3627	01	001	15 OF 31

STA 1181+75 - 1183+75
Kinder Morgan 24" HPGL
Enbridge 30" HPGL
60 P3-A
U-0021-036,
AT&T,
Underground Fiber
1180+00
1185+00
60 P1
30" G
24" G
N
Google Earth
Image © 2024 Airbus

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-12

CONSIDERATION AND APPROVAL SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 21 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. FOR SURVEYING SERVICES FOR ADDITIONAL "X" PARCELS CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 AS PART OF THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 27th day of February 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

WHEREAS, on February 23, 2016, the Authority approved Resolution 20 I6- 24 Work Authorization I to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment I & 2 Parcel 16 in the amount of $2,935.00; and

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

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and I5 for State Highway 365 in the amount of $13,085.00; and

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

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 58,368 and 80 for State Highway 365 in the amountof$5,085.00whereas only $4,060.00 were expended; and

WHEREAS, on June28,2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102,20, 108,110, Ill, 112 and 113 for the365Tollway Project in the amount of $22,325.00; and

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

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

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

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

WHEREAS, on August 23, 2016 the Authority approved Resolution 20 I6-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of $5,650.00; and

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

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

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

WHEREAS, on September 27, 2016 the Authority approved Resolution2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of $27,990.00; and

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

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

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

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

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and I08 as part of the *365* Tollway Project in the amount of $1,840.00; and

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

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

WHEREAS, on February 28, 20 I7 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of $83,030.00; and

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

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

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

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

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

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

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

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

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice I00% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 20 I8 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental I to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 20 I8 the Authority approved Resolution 20 I8-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of $2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

WHEREAS, on June 26, 20 I8 the Authority approved Resolution 2018-3 7 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 20 I8-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment I4 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 Supplemental 2 in the amount of $4,370.00; and

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

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

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of$ I, 180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement I to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD # I Outfall parcels updates for the 365 Tollway Project in the amount of $3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-19 Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for the "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of $56,245.00; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-20 Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for a comer clip to accommodate utility relocation along Thomas and I Road [Veteran's] as part of the 365 Tollway Project in the amount of$1,800.00; and

WHEREAS, on November 28, 2023 the Authority approved Resolution 2023-47 Supplemental No. 1 to Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of $15,715.00.

WHEREAS, the Authority finds it necessary to approve Resolution 2024-12 Supplemental No. 1 to Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of $19,845.00.

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

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

Section 2. The Board hereby approves Resolution 2024-12 for Supplemental No. 1 to Work Authorization 21 to the professional service agreement with SAMES Engineering to provide survey services for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Supplemental No. 1 to Work Authorization 21 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Supplemental No. 1 to Work

Authorization # 21

to

Professional Service Agreement

with SAMES, Inc.

for

Surveying Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 21
AGREEMENT FOR SURVEYING SERVICES

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

The following terms and conditions of Work Authorization No. 21 are hereby amended as follows:

Part I: Supplemental Work Authorization Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. Exhibit C is provided to show the work plan for the execution of the Supplemental Work Authorization scope contained herein.

Part II: The maximum amount payable under Part II of Work Authorization No. 21 is increased by $19,845.00 as shown in Exhibit D.

Part IV: Work Authorization No. 21 shall now terminate on May 10,2024 and a revised Work Schedule will be supplied to document the revised date of work activity.

Exhibit H-2: Parcel Exhibits amended as noted in Exhibit H- 2

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

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

LIST OF EXHIBITS

Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Parcel Exhibits amended as noted in Exhibit H- 2

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

February 21, 2024

Ramon Navarro IV, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue, Pharr, Tx 78577
(956)-402-4763
ramon.navarro@hcrma.net

Re: Professional Surveying Services for HCRMA X-Parcels:
Change Order No. 2

Mr. Navarro,

We are pleased to submit this proposal for the surveying services required for the X-Parcels identified on the PDF file named HCRMA19, sent to SAMES, Inc. via email on September 26, 2023.

Our lump sum fee for this service is **$19,845.00** for the office and fieldwork required for the X-Parcels.

Parcel 31	$4,130.00
Parcel 32	$2,485.00
Parcel 33	$2.485.00
Parcel 34	$2.485.00
Parcel 65-P2-X	$4,130.00
Parcel 65-P3-X	$4,130.00

Final deliverable will include electronic (pdf) Parcel Plat with Metes and Bounds for the X-Parcels signed and sealed by an RPLS.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

This fee is subject to change depending on additional work ordered or change of project scope based on client request.

We will commence work 2 business days after receiving a written authorization to proceed. We will provide the survey within approximately 50 business days of notice to proceed. The deadline for this contract will be pending existing monumentation found along right of way and property. Presuming that there are no delays affecting performing obligations under this signed proposal to the extent that the delay is caused by Force Majeure that directly impacts the ability to meet the scheduled deadline.

Thank you for the opportunity to provide our surveying services. If you have any questions or would like to discuss this proposal, please contact our office at (956) 702-8880.

Your signature below will act as your approval and agreement to this proposal.

Respectfully Submitted,

For

Esequiel Garca, SIT
Director of Surveying Services
SAMES, Inc.

Proposal Accepted:

_____

Authorized Agent Date:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-13

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 23 WITH SAMES, INC. TO INCREASE THE MAXIMUM AMOUNT PAYABLE FOR SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 21.

THIS RESOLUTION is adopted this 27th day of February 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

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

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

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

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

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

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of $3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on March 28 2023 the HCRMA board approved Resolution 2023-20 Approval of Contract Amendment 21 to the Professional Services Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization 21 in the amount of $58,045.00 for a revised maximum payable of $351,811.50; and

WHEREAS, on November 28, 2023 the HCRMA board approved Resolution 2023-48 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Supplemental No. 1 to Work Authorization Number 20 in the amount of $15,715.00 for a revised maximum payable of $367,526.50 for the 365 Tollway; and

WHEREAS, the Authority finds it necessary to consider and approve Resolution 2024-13, Contract Amendment Number 23 with SAMES, Inc. to increase the maximum amount payable for Supplemental Number 1 to Work Authorization Number 21 in the amount of $19,845.00 for a revised maximum payable of $387,371.50 for the 365 Tollway;

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 2024-13 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Contract Amendment 23 to Work Authorization 21, Supplemental 1 in the amount of $367,526.50 for a revised maximum payable of $387,371.50 for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 23 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 27th day of February, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Contract Amendment # 23

To

Work Authorization #21, SA#1

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

CONTRACT AMENDMENT NO. 23
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 23 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

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

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $367,526.50 to $387,371.50 for a total increase of $19,845.00 due to additional scope and effort outlined in Work Authorization No. 21.

This Contract Amendment No. 23 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

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

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

February 21, 2024

Ramon Navarro IV, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue, Pharr, Tx 78577
(956)-402-4763
ramon.navarro@hcrma.net

Re: Professional Surveying Services for HCRMA X-Parcels:
Change Order No. 2

Mr. Navarro,

We are pleased to submit this proposal for the surveying services required for the X-Parcels identified on the PDF file named HCRMA19, sent to SAMES, Inc. via email on September 26, 2023.

Our lump sum fee for this service is **$19,845.00** for the office and fieldwork required for the X-Parcels.

Parcel 31	$4,130.00
Parcel 32	$2,485.00
Parcel 33	$2.485.00
Parcel 34	$2.485.00
Parcel 65-P2-X	$4,130.00
Parcel 65-P3-X	$4,130.00

Final deliverable will include electronic (pdf) Parcel Plat with Metes and Bounds for the X-Parcels signed and sealed by an RPLS.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

This fee is subject to change depending on additional work ordered or change of project scope based on client request.

We will commence work 2 business days after receiving a written authorization to proceed. We will provide the survey within approximately 50 business days of notice to proceed. The deadline for this contract will be pending existing monumentation found along right of way and property. Presuming that there are no delays affecting performing obligations under this signed proposal to the extent that the delay is caused by Force Majeure that directly impacts the ability to meet the scheduled deadline.

Thank you for the opportunity to provide our surveying services. If you have any questions or would like to discuss this proposal, please contact our office at (956) 702-8880.

Your signature below will act as your approval and agreement to this proposal.

Respectfully Submitted,

For

Esequiel Garca, SIT
Director of Surveying Services
SAMES, Inc.

Proposal Accepted:

_____

Authorized Agent Date:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2024- 14

APPROVING DESIGNATION OF THE RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 27th day of February 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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 primary member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.

Section 3. The Board of Directors hereby appoints Vice Chairman Ezequiel Reyna, Jr., 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 27th day of February, 2024, which meeting a quorum was present.

S David Deanda, Jr., Chairman

~~Ezequiel Reyna, Jr.~~, Vice-Chairman
Juan Carlos Del Angel

RGV Metropolitan Planning Organization
Transportation Policy Committee
Fiscal Year 2024

Name of City/County/ Entity: __Hidalgo County Regional Mobility Authority_____

Name of Designee: _____

Name of Alternate: _____

List 3 Proxies: _____

_____

_____

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 Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-15

CONSIDERATION AND APPROVAL TO DESIGNATE ADDITIONAL ROUTES TO THE HIDALGO COUNTY OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

THIS RESOLUTION is adopted this 5th day of March, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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 Texas Transportation Code 623 Subchapter S provides 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; and

WHEREAS, the Texas Transportation Code 623 Subchapter S also allows for other routes designated by the Transportation commission, in consultation with the authority, to be added to the overweight corridor; and

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; and

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; and

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 routes to the Texas Department of Transportation for consideration by the Texas Transportation Commission.

*****

Pharr

MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco I Roberto "Bobby" Carrillo I Ramiro Caballero, MD I Daniel Chavez I Ricardo Medina I Itza Flores

February 20, 2024

Pilar Rodriguez
Executive Director
Hidalgo County RMA
203 W Park Ave,
Pharr, Texas 78577

Dear Mr. Rodriguez,

The Pharr International Bridge is located in Hidalgo County in the Rio Grande Valley (RGV), along the Texas/Mexico border, with an estimated population of 80,000 residents in the fourth fastest-growing region in Texas. The Pharr International Bridge is the only full-service commercial port of entry located in the RGV.

Currently, the Pharr International Bridge ranks third in the nation for trade with Mexico, seventh as the largest and fastest-growing land port of entry nationally and first as the number one crosser of produce in the nation.

The Pharr International Bridge serves as an international gateway to the United States for both commercial and vehicular crossings. The Pharr International Bridge is 1st in oil and gas exports, 1st in trade for automotive, technology, oil and gas, perishables and construction sectors, and 1st in produce imports with 65% of the nation's imports.

The City of Pharr is in an active effort to improve the flow of commercial traffic both North and South bound from the Pharr International Bridge and has contracted with private entities to operate and maintain an industrial commercial truck yard on City owned property South of the levee on Doffing Rd. Doffing Rd. is owned and operated by the City of Pharr and as per Texas Transportation Code section 621.303, the City of Pharr has the authority to regulate commercial traffic on its roads.

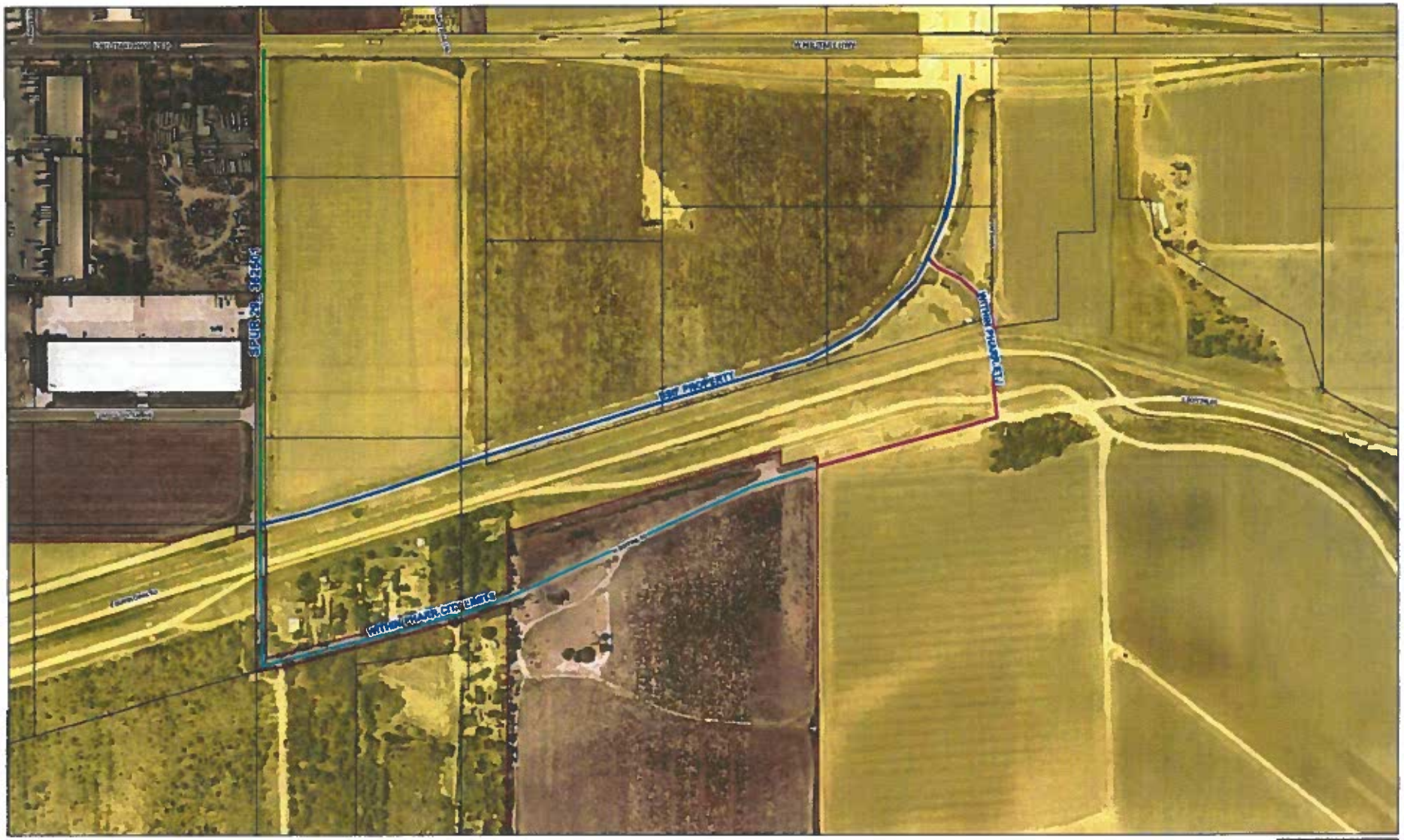
On or about February 16, 2024, an application for the Texas Department of Agriculture certified commercial scale was filed with the HCRMA seeking certification. Although Doffing Rd. is not an overweight route, it directly connects to the HCRMA overweight route between sections nine (9) and eight (8) as shown as Exhibit A (in Appendix). It is on that basis that the City of Pharr respectfully requests that the aforementioned HCRMA application be approved, as the City has contracted with the applicant to maintain and use Doffing Rd. as overweight Route to connect to the HCRMA overweight route previously mentioned.

As the region grows by leaps and bounds it is imperative that we work together to find solutions to our commercial traffic congestion. The approval of the subject application will not only serve to help alleviate said congestion, and improve safety, but also generate revenue for the HCRMA through the issuance of overweight permits.

Thank you in advance for your time and thoughtful consideration. If you have any questions or concerns, please feel free to contact me at (956) 402-4000 or my Director of External Relations, Cynthia Garza Reyes at (956) 402-4000.

With warm regards,

Dr. Ambrosio Hernandez
Mayor, City of Pharr



Pharr City Limit
Pharr ETJ
SPUR 29 CONTROL SECTION 362501
BSIF PROPERTY
WITHIN PHARR CITY LIMITS
WITHIN PHARR ETJ

City of Pharr
Location Map

Pharr Engineering

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 5th day of March, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

ADDITIONAL ROUTES TO THE HIDALGO COUNTY OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

Doffin Road from Spur 29 to US 281/Military highway

Border Safety Inspection Facility Connector Road from Spur 29 to US 281/Military Highway

Pharr

MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Michael Pacheco I Roberto "Bobby" Carrillo I Ramiro Caballero, MD I Daniel Chavez I Ricardo Medina I Itza Flores

February 20, 2024

Pilar Rodriguez
Executive Director
Hidalgo County RMA
203 W Park Ave,
Pharr, Texas 78577

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As the region grows by leaps and bounds it is imperative that we work together to find solutions to our commercial traffic congestion. The approval of the subject application will not only serve to help alleviate said congestion, and improve safety, but also generate revenue for the HCRMA through the issuance of overweight permits.

Thank you in advance for your time and thoughtful consideration. If you have any questions or concerns, please feel free to contact me at (956) 402-4000 or my Director of External Relations, Cynthia Garza Reyes at (956) 402-4000.

With warm regards,

Dr. Ambrosio Hernandez
Mayor, City of Pharr

Appendix

Exhibit A

Below you will find **Exhibit A** which describes sections 8 (eight) and 9 (nine) as described in paragraph 5.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024 – 16

APPROVAL OF ONE-YEAR EXTENSION TO THE INVESTMENT ADVISORY SERVICE AGREEMENT BETWEEN HILLTOP SECURITIES ASSET MANAGEMENT, LLC, AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26nd day of March 2024, 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, on March 22, 2022, the Authority approved an agreement with Hilltop Securities Asset Management to provide Investment Advisory Services;

The agreement was entered into for an initial two-year period with provisions to exercise one-year extensions after the two-year period; and

WHEREAS, the Authority has determined it is necessary to exercise a one-year extension to the 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 one-year extension to the Investment Advisory Service 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 one-year extension to 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 March, 2024, at which meeting a quorum was present.

Ezequiel Reyna Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

ONE-YEAR EXTENSION TO THE

INVESTMENT ADVISORY SERVICE AGREEMENT

BETWEEN

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

AND

THE HIDALGO COUNTY REGIONAL MOBILITY AUTORITY

DATED

MARCH 26, 2024

EXHIBIT B

INVESTMENT ADVISORY SERVICE AGREEMENT WITH

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

DATED

MARCH 22, 2022

EXHIBIT A

ONE YEAR EXTENSION TO THE INVESTMENT ADVISORY SERVICE AGREEMENT

BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

DATED MARCH 22, 2022

INTIAL AGREEMENT PERIOD FOR TWO YEARS WITH

ADDITIONAL ONE-YEAR TERMS

ONE-YEAR EXTENSION EFFECTIVE MARCH 26, 2024

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By:_____
Richard M. Ramirez, Regional Managing Director

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

Date: _____

EXHIBIT B

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: 5/19/2022

Print Name: Pilar Rodriguez

Capacity of Signatory: Executive Director

Address

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

Signature of Officer — Date: 3/22/22

Print Name: Scott McIntyre

Capacity of Signatory: Managing Director

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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.

Appendix B

Hilltop Securities Cyber Security Insurance Certificate

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-17

CONSIDERATION AND APPROVAL OF A NO-COST TIME EXTENSION TO THE PROFESSIONAL AGREEMENT WITH LEONEL GARZA & ASSOCIATES, LLP, TO PROVIDE APPRAISAL SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of March, 2024 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 to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the 365 Tollway and IBTC Projects; and

WHEREAS, the Authority solicited Statements of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, on February 11, 2019, the Authority received three (3) responses to the request for Statement of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, a Selection Committee reviewed and ranked the proposals submitted by the responding firms; and

WHEREAS, on March 5, 2019, the Authority approved Resolution 2019-10 award a Professional Service Agreement to Leonel Garza & Associates LLP as the primary appraiser and Professional Appraisal Services, Inc. as secondary appraiser for the 365 Tollway and IBTC Projects ; and

The agreement was entered into for an initial four-year period with provisions to exercise one-year extensions after the four-year period; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-17 Consideration and approval of a no-cost time extension to the Professional services agreement with Leonel Garzas & Associates LLP to provide appraisal services 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 hereby approves Resolution 2024-17 for a no-cost time extension to the Professional Service Agreement for Appraisal Services with Leonel Garza & Associates, LLP, for the 365 Tollway Project, hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute the extension to the Professional Service Agreement with Leonel Garza & Associates, LLP, for appraisal services.

****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of March, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

No Cost Time Extension

to the

Professional Service Agreement

With Leonel Garza & Associates, LLC

For Appraisal Services for the 365 Tollway Project

CONTRACT AMENDMENT

TO THE PROFESSIONAL SERVICES AGREEMENT

APPRAISAL SERVICES

LEONEL GARZA & ASSOCIATES, LLC

This is the first amendment ("AMENDMENT") to that Professional Services Agreement for Appraisal Services ("the AGREEMENT") entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and LEONEL GARZA & ASSOCIATES, LLC, pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370.

This AMENDENT revises Article XV – Termination to the Agreement as follows:

This agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of December 31, 2026.

This contract amendment 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 Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE APPRAISER	**THE AUTHORITY**
_____	_____
(Signature)	**(Signature)**
_Leonel Garza & Associates, LLC_____	_Pilar Rodriguez_____
(Printed Name)	**(Printed Name)**
_President_____	_Executive Director_____
(Title)	**(Title)**
Date:_____	**Date:** _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-18

CONSIDERATION AND APPROVAL OF A NO-COST TIME EXTENSION TO PROFESSIONAL SERVICE AGREEMENT WITH HLH APPRAISAL SERVICES TO PROVIDE REVIEW APPRAISAL SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of March 2024 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 to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the 365 Tollway and IBTC Projects; and

WHEREAS, the Authority solicited Statements of Qualifications for Review Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, on February 11, 2019, the Authority received three (3) responses to the request for Statement of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, a Selection Committee reviewed and ranked the proposals submitted by the responding firms; and

WHEREAS, on March 5, 2019 the Authority approved Resolution 2019-11 to award a Professional Service Agreement to HLH Appraisal Services for the 365 Tollway and IBTC Projects; and

The agreement was entered into for an initial four-year period with provisions to exercise one-year extensions after the four-year period; and

WHEREAS, the Authority finds is necessary to approve Resolution 2024-18 Consideration and approval of a no-cost time extension to the Professional Service agreement with HLH Appraisal Services to provide review appraisal services 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 hereby approves Resolution 2024-18 for a no-cost time extension to the Professional Service Agreement with HLH Appraisal Services for the 365 Tollway Project, hereto attached as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement with HLH Appraisal Services for Review Appraisal Services.

****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 26th day of March 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Attest:

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

No-Cost Time Extension
To the
Professional Service Agreement
With
HLH Appraisal Services
For
Review Appraisal Services
for the
365 Tollway Project

CONTRACT AMENDMENT

TO THE PROFESSIONAL SERVICES AGREEMENT

REVIEW APPRAISAL SERVICES

HLH APPRAISAL SERVICES

This is the first amendment ("AMENDMENT") to that Professional Services Agreement for Review Appraisal Services ("the AGREEMENT") entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and HLH Appraisal Services, pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370.

This AMENDENT revises Article XV – Termination to the Agreement as follows:

This agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of December 31, 2026.

This contract amendment 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 Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE REVIEW APPRAISER	**THE AUTHORITY**
_____	_____
(Signature)	**(Signature)**
_Harvey_L. Heerssen_____	_Pilar Rodriguez_____
(Printed Name)	**(Printed Name)**
_Owner_____	_Executive Director_____
(Title)	**(Title)**
Date:_____	**Date:** _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-19

AWARD OF CONTRACT WITH ESCOBEDO & CARDENAS, LLP, LAW OFFICE OF RICHARD CANTU, P.C., AND BRACEWELL, LLP, FOR LEGAL SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of March, 2024 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 to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority requires general legal counsel services to conduct day to day business and provide legal advice to the Board of Directors and staff; and

WHEREAS, the Authority solicited Request for Proposals for Legal Services; and

WHEREAS, on March 1, 2024, the Authority received a single response to the Request for Proposals for Legal Services; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement with the single respondent, Escobedo & Cardenas, LLP, Law Office of Richard Cantu, and Bracewell, LLP, for legal services to the Authority;

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 hereby awards a Professional Service Agreement for Legal Services with Escobedo & Cardenas, LLP, Law Office of Richard Cantu, PC, and Bracewell, LLP and authorizes the Executive Director to negotiate the terms of the agreement.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement for legal services with Escobedo & Cardenas, LLP, Law Office of Richard Cantu, PC, and Bracewell, LLP.

****

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 March 26, 2024, at which meeting a quorum was present.

~~S. David Deanda, Chairman~~
Ezequiel Reyna, Jr., Vice Chairman

Attest:

Juan Carlos Del Angel, Secretary/Treasurer

RESPONSE TO

Hidalgo County Regional Mobility Authority

RESPONSE TO REQUEST FOR PROPOSAL FOR LEGAL SERVICES - 2024-03

ESCOBEDO & CARDENAS
ATTORNEYS AT LAW

LAW OFFICE OF
RICHARD A. CANTU, P.C.
- EST. 2003 -

BRACEWELL

ESCOBEDO & CARDENAS ATTORNEYS AT LAW

LAW OFFICE OF RICHARD A. CANTU, P.C. - EST. 2003 -

BRACEWELL

REQUEST FOR PROPOSAL FOR LEGAL SERVICES – 2024-03 PREPARED FOR

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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March 1, 2024

A. Statement of Qualifications

Escobedo & Cardenas, LLP (E & C), Cantu Law Company (Cantu) and Bracewell LLP (Bracewell) (collectively, the Firms) propose to continue serving the Hidalgo County Regional Mobility Authority (the Authority) as co-general counsel. For the past seven years, Richard Cantu, Luis Cardenas and Blakely Fernandez have shared the role of general counsel, providing the Authority with a hands-on, local counsel with expertise in public law and real estate, along with the benefits of the resources of a larger firm with a broad network and expertise in transportation law and the transportation industry. The Firms are confident that their team can continue to provide superior legal services to the Authority in each of the areas described in the RFP's scope of services.

1. Firm Overviews

a. Escobedo & Cardenas, LLP

1602 Dulcinea Street
Edinburg, Texas 78539
T: 956.825.1408

At E & C, with over 45 years of combined experience, you can trust that you will receive the highest level of attention and efficiency for your case. Whether you are involved in commercial or tort litigation or are in the middle of a business dispute, our firm can help you in developing a solid legal strategy and seeing it through from start to finish. Our firm is comprised of experienced trial lawyers with expertise in commercial and tort litigation including, but not limited to, shareholder disputes, breach of contract, construction litigation, banking litigation, government law, real estate litigation, employment and labor law, and tort law.

We are focused on providing results to our clients. Our firm understands the impact that a single legal proceeding can have on a business or individual client, and we always work hard to make sure that we only represent our clients in the way they want to be represented. We will take the time to learn about our client so that we can make smart decisions in strategizing your best steps moving forward.

Our firm is headquartered out of McAllen, Texas but our clients extend beyond the Rio Grande Valley, across Texas and the United States.

b. Cantu Law Company

3301 N. Taylor Road
Mission, Texas 78573
T: 956.297.3335

The Law Office of Richard A. Cantu, P.C., doing business as Cantu Law Company, located in Mission, Hidalgo County, Texas, is a boutique law firm specializing in handling real estate matters, including, but not limited to, commercial, residential and farm and ranch transactions, contract law, condemnation matters, banking/finance law, business organizations, wills, probate, landlord/tenant, mediation, and litigation. Our goal is to assist our clients in identifying the legal issues, informing our clients of possible options and/or resolutions, developing legal courses of action, using our legal skills to solve the problems, and preparing and/or reviewing legal documents in support thereof. We are proud to represent many individuals as well as both large and small companies, and governmental entities throughout the State of Texas and mainly in the Rio Grande Valley.

c. Bracewell LLP

300 Convent Street, Suite 2700
San Antonio, Texas 78205
T: 210.299.3410

Founded in 1945, Bracewell is a Texas-headquartered, international law firm. As the firm has grown across the United States and abroad, our headquarters have remained in Texas – the vibrant, commercial center of the Southwest. We serve governmental entities, educational and not-for-profit institutions, major financial institutions, and local, national and multinational corporations, providing full-service counsel in virtually every area of law, including particularly public law, transportation law (federal and state), public finance, project development, litigation, labor and employment, environmental and real estate law.

Bracewell began its work in public law over 50 years ago. Bracewell has four offices located in Texas – San Antonio, Austin, Dallas and Houston, each of which have active practices in all of the areas identified above. The San Antonio, Texas, office was formed in 1999 as a result of the firm acquiring attorneys who formerly operated as Wells, Pinckney & McHugh, a well-established firm with a strong South Texas and national client base.

In 2013, the office expanded with the addition of five partners, including Blakely Fernandez, who has represented the Authority since 2007. These partners have established practices in the areas of public law, transportation law, public finance, economic development, employment law, real estate, and litigation. Building on the firm's combined strengths, the San Antonio office provides clients with full-service legal counsel, with particular emphasis on transportation law, public law, public finance, real estate, labor and employment law, litigation, immigration and water law matters.

2. Lists of Principals and Partners

a. Escobedo & Cardenas, LLP

E & C consists of two partners, Luis M. Cardenas and Joe Escobedo, Jr.

Luis M. Cardenas
Partner
T: 956.540.2472 **F**: 956.630.2223
E: Luis@escobedocardenas.com

As part of the *AV rated firm in handling complex litigation matters for the firm's clients of Escobedo & Cardenas LLP, Luis Cardenas applies his experience and knowledge to make our from as effective as it is. Selected to **Super Lawyers as a Rising Star from 2004-2011 and becoming a Super Lawyer in 2012, Mr Cardenas serves businesses and individuals across the state of Texas.

After receiving his Bachelor of Arts from the University of Texas in 1993, he received his J.D. from the University of Houston in 1997. Mr. Cardenas is AV rated by Martindale Hubbell and board certified in personal injury trial law by the Texas Board of Legal Specialization. Luis Cardenas is a member of the Texas Pattern Jury Charge Committee for the Malpractice, Premises and Products Texas Pattern Jury Charge edition. Mr. Cardenas is also a member of the American Board of Trial Advocates (ABOTA). He has been a past board member of the Hidalgo County Bar Association and Hidalgo County Young Lawyer's Association and has given multiple presentations and seminars on a large range of legal issues. Mr. Cardenas has represented banks, oil and gas corporations, insurance companies, transportation companies, construction companies and individual clients. Mr. Cardenas is fluent in Spanish.

Joe Escobedo, Jr.
Partner
T: +956.540.2472 **F**: +956.630.2223
E: Joe@escobedocardenas.com

Joe Escobedo Jr. is an *AV-rated attorney who has represented clients in complex commercial and tort-based litigation (in both state and federal courts) for over 25 years.

Mr. Escobedo was born in Mission, Texas. Since receiving his law degree from the University of Texas School of Law in 1989, Mr. Escobedo has devoted his practice to the representation of individuals and corporations in Texas courtrooms and has tried numerous cases on both sides of the docket. He was selected to **Super Lawyers from 2006-2015, an honor which is bestowed on less than 5 percent of lawyers in the state. Mr. Escobedo has been certified as a mediator by The Center for Public Policy Dispute Resolution at the University of Texas School of Law and is Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization. He is a member of the American Board of Trial Advocates (ABOTA). Mr. Escobedo has authored and presented numerous Continuing Legal Education (CLE) articles across the country and is fluent in Spanish.

b. Cantu Law Company

The Law Office of Richard A. Cantu, doing business as Cantu Law Company, consists of two lawyers, Richard A. Cantu, President, and Rebecca R. Lopez, Associate Attorney. The focal point of Richard A. Cantu's practice is representing clients in commercial real estate developments and transactions, representing local financial institutions in connection with real estate loan transactions, and representing local municipalities and governmental entities in real estate transactions and condemnation matters.

Richard A. Cantu
President
T: 956.297.3335 **F**: 956.297.3335
E: richard@cantulawcompany.com

Richard Cantu has been practicing law for more than 27 years. Although his focus has been primarily on real estate law, his practice includes business law, contract law, wills, probate and administrative/public law as well.

Mr. Cantu spent more than 10 years as an attorney with Valley Land Title Company. He owns his own firm now located in Mission, Texas. Mr. Cantu grew up in Rio Grande City, Texas, received a Bachelor of Arts degree from Texas A&M University (College Station, Texas) in 1992 and a Juris Doctor degree from Texas Southern University Thurgood Marshall School of Law in 1996. He is a member of the State Bar of Texas, a member of the Real Estate, Probate & Trust Law Section of the State Bar of Texas, a member of the Texas Bar Foundation, a member and former director of the Hidalgo County Bar Association, a member and former co-chair of the Real Estate Section of the Hidalgo County Bar Association, a current Director of the Valley Alliance of Mentors, for Opportunities and Scholarships (VAMOS), a former director of CASA of Hidalgo County, a former director of the Hidalgo County Young Lawyer's Association. Mr. Cantu dedicates his free time to his family and his community.

b. Bracewell LLP

Bracewell has nearly 400 lawyers located in ten offices, and 180 of those are partners/principals in the firm. A complete list, including biographical information of all of Bracewell's lawyers can be found at www.bracewell.com. For purposes of this solicitation, we are including information on the partners in the San Antonio Office and the Public Law / Public Entities Practice Group.

San Antonio Office Partners. The San Antonio office has 13 lawyers, nine of which are partners. Partners in San Antonio include:

Blakely Fernandez

Partner | San Antonio
T: +1.210.299.3410 **F**: +1.800.404.3970
E: blakely.fernandez@bracewell.com

Blakely Latham Fernandez focuses her practice in the space where business and government intersect, recognizing that complex business issues and solutions often exist in a political environment, just as complex public issues and solutions often benefit from private partnerships.

She represents both governmental entities and private sector clients in structuring projects that include public benefit and, often, incentives. As a former elected official, she recognizes the stewardship and political considerations that are an important part of project development.

Blakely's representation of public entities includes acting as traditional bond counsel, public law and administrative law counsel, and special counsel on economic development. Her representation of private sector clients includes acting as developer's counsel, corporate counsel, and special counsel on public contracting and procurements.

William T. Avila

Partner | San Antonio
T: +1.210.299.3415 **F**: +1.800.404.3970
E: william.avila@bracewell.com

Bill Avila's practice focuses on public finance law, specifically providing legal counsel, negotiating, drafting documents and securing governmental approvals. He has closed approximately 1,000 transactions, totaling more than $50 billion in aggregate principal amount of municipal bond transactions as bond counsel, underwriters' counsel, issuer's counsel, user's counsel and trustee's counsel for a variety of public infrastructure and improvement projects.

Amber K. Dodds

Partner | San Antonio
T: +1.210.299.3569 **F**: +1.800.404.3970
E: amber.dodds@bracewell.com

Amber Dodds counsels employers in all areas of employment law. Her advice includes analysis and direction on employment and benefits issues, such as leave administration, employee investigations, use of background checks and consumer reports, employee discipline and preventing harassment and retaliation claims. She drafts employment policies and employee handbooks specific to client industry and management needs. Amber also routinely advises on employee pay practices, such as compliance with overtime, per diem, pay deduction, and exemption classification requirements. She has experience advising clients on compliance with Occupational Safety and Health Act (OSHA) regulations, including the General Duty Clause, Process Safety Management, and a variety of industry or hazard-specific regulations.

In addition to regulatory and employment-law compliance, Amber represents employers in pre-litigation administrative investigation and hearings, settlement negotiations, and federal and state court litigation. Her litigation matters have included a variety of employment-law claims, such as retaliation, wrongful termination, discrimination, harassment, and wage and hour issues, as well as general civil litigation matters in the public, private and religious organization employer context. Amber is also experienced in Fair Labor Standards Act (FLSA) collective action litigation, including class certification and notice issues.

Amber served as an intern in the United States District Court for the Western District of Texas with the Honorable Lee Yeakel and the Texas First Court of Appeals with Justice Evelyn V. Keyes.

Richard C. Danysh

Of Counsel | San Antonio
T: +1.210.299.3475 **F**: +1.210.299.0106
E: richard.danysh@bracewell.com

During his career, Richard Danysh has tried approximately 40 civil jury trials to verdict and has been recognized for his skill by his peers with election as a fellow in the American College of Trial Lawyers. He has also initiated, prepared and participated in numerous "mock trials" in cases involving claims for substantial damages. His work has encompassed all aspects of state and federal trials, arbitration and forms of alternative dispute resolution.

His cases have run a wide spectrum including breach of contract, fraud, tortious interference, personal injury defense, wrongful death, premises liability, property damage, lender liability and related disputes. In addition, he has experience in environmental tort litigation. Richard's clients come from a variety of industries including brewing, sports, energy, financial services and manufacturing.

Carrie Douglas

Partner | San Antonio
T: +1.210.299.3435 **F**: +1.800.404.3970
E: carrie.douglas@bracewell.com

Carrie Douglas is a passionate advocate who works tirelessly to achieve maximum reimbursements from commercial payors and third-party administrators for hospital systems, ambulatory surgery centers and large physician practices. She represents clients in a variety of reimbursement related legal disputes, involving managed care contracts and other payor-provider disputes wherein she uses her efforts to resolve matters at the pre-litigation stage.

Carrie has extensive experience on matters pertaining to unilateral payor policies involving COVID-19 reimbursement, reference-based pricing, out-of-network plans and E/M downcoding. She has also established successful strategies related to disputes involving experimental/investigational designations, medical necessity, diagnosis-related groups (DRG) downgrades and refunds, offsets and other adjustments, which have allowed for pre-litigation resolutions. In addition, she advises hospitals and health systems on compliance with the Hospital Price Transparency Rule.

Dedicated to her clients' business success, Carrie has brought in more than $16 million over the past six years for West Texas' largest regional health system.

Victoria M. Garcia

Managing Partner, San Antonio | San Antonio
T: +1.210.299.3546 **F**: +1.210.299.0108
E: victoria.garcia@bracewell.com

Focusing on immigration, labor and employment law, Victoria Garcia represents U.S. and international companies in all aspects of labor and employment, and immigration. She also serves as the managing partner of Bracewell's San Antonio office.

Victoria provides clients with comprehensive legal guidance regarding business immigration matters, including (i) obtaining non-immigrant and immigrant visas for foreign employees, (ii) responding to inquiries and audits from the Department of Homeland Security, and (iii) complying with U.S. immigration laws in the hiring, retention and management of domestic workforces. Victoria also represents clients in a wide range of labor and employment matters, including employment discrimination litigation, administrative proceedings, labor/management relations, and the formulation of policies and procedures relating to every aspect of the employment relationship.

Additionally, Victoria provides clients with advice and counsel on international employment issues, including the application of United States legislation abroad, the transfer, assignment and separation of employees on foreign assignment, the transfer of employees between subsidiaries and related entities, and on conflicts between U.S. and foreign legislation.

Summer B. Greathouse

Partner | San Antonio
T: +1.210.299.3515 **F**: +1.800.404.3970
E: summer.greathouse@bracewell.com

Summer concentrates her practice on tax-exempt financings, tax credits, economic development and governmental contracts at the federal, state and local levels, with a focus on affordable and workforce housing development. She regularly represents governmental entities in public-private partnerships in connection with 4% and 9% low-income housing tax credit transactions and workforce housing transactions involving public facility corporations and housing finance corporations. Her governmental clients range from large urban cities to rural municipalities and counties to housing authorities across Texas and her focus is always on helping her clients achieve their goals for those communities.

Additionally, Summer has experience advising purchasers, sellers, lenders, borrowers, landlords and tenants in various real estate transactions, including financings, acquisitions, dispositions and leases. She also has experience counseling clients on corporate governance, choice of entities and non-profit matters.

Prior to attending law school, Summer lived and owned a business in Buenos Aires, Argentina and is fluent in Spanish.

Jane H. Macon

Partner | San Antonio
T: +1.210.299.3517 **F**: +1.800.404.3970
E: jane.macon@bracewell.com

Jane Macon focuses her practice on public finance and administrative law, public and private partnerships, real estate, civil litigation, zoning, platting, condemnation and municipal bonds.

Jane made history in the City of San Antonio when she became the first woman to serve as city attorney from 1977 to 1983. In 2000, she was appointed by President Bill Clinton to serve on the Selective Service Appeal Board. Jane is past-chair of Siebert Financial Corporation (Nasdaq: SIEB) and officer of Siebert Foundation.

James P. Plummer

Partner | San Antonio
T: +1.210.299.3530 **F**: +1.800.404.3970
E: james.plummer@bracewell.com

Jim Plummer concentrates his practice on tax-exempt financings, tax credits and governmental contracts at the federal, state and local levels. His practice includes a substantial amount of work related to affordable housing and housing bonds, as well as state and local taxation. Jim also has extensive experience in public private partnerships (PPP), particularly negotiating development, management and operating contracts involving governmental entities and contracts with tax-exempt financing.

Public Law & Public Entities Practice Group Attorneys. Bracewell has a practice group specifically dedicated to public law and public entities. This group includes the following partners from various Texas offices:

Blakely Fernandez
Partner | San Antonio
See resume above.

Jane H. Macon
Partner | San Antonio
See resume above.

Barron F. Wallace

Partner | Houston
T: +1.713.221.1219 **F**: +1.800.404.3970
E: barron.wallace@bracewell.com

As a result of his experience with virtually all types of governmental entities and diverse finance structures, Barron Wallace's public finance practice is both unique and broad. His clients benefit from his knowledge of traditional and highly structured project finance conduit transactions involving state agencies, cities, school districts, airports, higher education, economic development, private and primary secondary schools, regional mobility authorities, special districts and not-for-profit organizations focusing on parks and cultural arts. His multifaceted practice spans traditional municipal finance, tax increment finance, urban redevelopment, as well as general public law.

Barron's leadership, insight and in-depth understanding is beneficial in providing bond, disclosure and tax counsel to issuers, underwriters, trustees, third-party credit providers, and borrowers. He serves as bond and disclosure counsel for cities, counties, state agencies, and special districts, including local government corporations. In addition, Barron represents national and regional investment banking firms as underwriter's counsel and also advises conduit bond issuers, tax increment reinvestment zones, local government corporations and certain special districts as general counsel or special counsel. As a by-product of his many years of experience and innovations in public finance, he also focuses on urban infrastructure and transportation development and public/private partnerships.

Mary F. Buzak

Counsel | Houston
T: +1.713.221.1153 **F**: +1.800.401.3970
E: mary.buzak@bracewell.com

Mary Buzak provides general counsel services to clients regarding various matters, including real estate transactions, development agreements, contracting and procurements, and federal grants. Prior to joining Bracewell, Mary held positions in the City of Houston Legal Department, City of Cincinnati Solicitor's Office, Texas Legislative Council and the US Department of Labor. She most recently served as a senior assistant city attorney for the City of Houston, where her practice focused on the sale and lease of municipal property, economic development incentives, tax increment reinvestment zones, and parks and green space.

Sara M. Burgin

Of Counsel | Austin
T: +1.512.494.3654 **F**: +1.800.404.3970
E: sara.burgin@bracewell.com

Sara Burgin uses her scientific background and more than 30 years of legal experience to assist clients with issues relating to water use, management and disposal. She advises on permitting, compliance and enforcement matters in association with onshore and offshore wastewater and storm water discharges; issues relating to surface water and ground water rights; water contracts; Spill Prevention, Control and Countermeasures (SPCC) plan requirements and applicability issues; Clean Water Act (CWA) jurisdiction; issues associated with public water systems at industrial facilities; and dredge and fill permit requirements.

In addition to her water experience, Sara has also counseled clients on industrial solid waste matters related to wastewater treatment facilities and recycling/reuse of treated wastewater and/or solids resulting from treatment.

W. Stephen Benesh

Partner | Austin
T: +1.512.494.3680 **F**: +1.800.404.3970
E: steve.benesh@bracewell.com

Steve Benesh is a seasoned business litigator in his 36th year of practice at Bracewell. He currently serves as President Elect of the State Bar of Texas and is a former Chair of the Texas Bar Foundation. Steve brings his experience and judgment to bear in helping his clients resolve their issues, whether that means vigorously protecting those interests in the courtroom or working collaboratively to reach a common-sense solution outside the courtroom. He has represented clients in diverse matters, including securities, class action, business torts, fraud, breach of fiduciary duty, deceptive trade practices, breach of contract, and products liability. Steve has first-chair jury and non-jury trial experience representing plaintiffs and defendants in state and federal courts, as well as arbitration and mediation experience.

Steve's qualities have been described by sources quoted by *Chambers USA.* "Stephen is practical and business-oriented, he anticipates issues well and his work product is great," says one source. "He is a results-oriented lawyer," says another. In addition to his ranking in *Chambers USA* in Texas Litigation: Securities and General Commercial (2023), Steve is recognized by BL Rankings, *Best Lawyers* (2009-2024) in the areas of Bet-the-Company Litigation, Commercial Litigation, Banking and Finance Litigation and Construction Litigation. In addition, he has been honored by the same publication four times as Austin Lawyer of the Year in Banking and Finance litigation (2014, 2016, 2024) and Construction Litigation (2022). In *The Legal 500 United States,* Steve is recommended in Energy Litigation: Oil and Gas (2023); Dispute Resolution - General Commercial Disputes (2023); Dispute Resolution - Securities Litigation: Defense (2018, 2020-2023); Construction (including Construction Litigation) (2016-2018); and Construction (2013 - 2014).

Jonathan K. Frels

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Jonathan Frels has spent his entire legal career focused on public law, public finance and state legislative matters, both in private practice and through government service in Texas. He serves as bond counsel, underwriter's counsel and disclosure counsel in public finance transactions for school districts, cities, counties, state agencies, navigation districts, port authorities, economic development corporations, water districts and water authorities. He also represents political subdivisions as general counsel with respect to public law issues. In addition to helping governmental entities and developers meet their infrastructure and financing needs, Jonathan assists governmental bodies, nonprofit corporations and entities that contract with governmental bodies with respect to Public Information Act issues.

In addition to his experience in private practice, Jonathan served as deputy attorney general for legal counsel at the Texas Office of the Attorney General, 2008 - 2010. In this role, he acted as counsel to the attorney general and supervised the Office of the Attorney General's non-litigation civil legal divisions, including the agency's Public Finance Division, Opinion Committee, General Counsel Division and Open Records Division. While with the Office of the Attorney General, Jonathan frequently testified before and served as a resource to members and committees of the Texas Legislature on a variety of subjects, including public finance and open government matters.

He also served as chief of the Office of the Attorney General's Public Finance Division, where he oversaw the division's review and approval of all bonds and similar financial obligations issued by state agencies, political subdivisions and institutions of higher education, as well as certain nonprofit corporations created to act on behalf of political subdivisions.

Victoria N. Ozimek

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Victoria Ozimek offers legal advice to clients regarding all aspects of tax advantaged obligations, from vetting the tax issues on proposed financing structures to assisting issuers with post-issuance compliance matters such as remedial actions and private business use analyses. In addition to traditional state and local government financings, Victoria has worked on transactions for the financing of multifamily and single family housing, universities and colleges, charter schools, airports and seaports, and water facilities. She has also acted as special tax counsel to a number of issuers in situations where an issuer's regular counsel may not be in a position to provide the specific tax experience needed.

In addition to advising clients regarding the structuring of transactions, Victoria has assisted issuers with responding to examinations of obligations by the Internal Revenue Service (IRS) and, if necessary, negotiating with the IRS regarding any identified issues. She has also advised issuers regarding the IRS's Voluntary Closing Agreement Program. When needed, Victoria has worked with clients to secure private letter rulings and other guidance from the IRS regarding the tax effect of a proposed action.

3. Team Leaders: Richard Cantu, Luis Cardenas & Blakely Fernandez

The Firms propose to continue the shared responsibility of Co-Team Leaders between **Richard Cantu, Luis Cardenas** and **Blakely Fernandez**. These attorneys have proven their ability to serve the Authority in a seamless fashion, maintaining communication and keeping each other apprised of issues related to the Authority. Richard, Luis and Blakely will continue to be available to the Authority 24-hours a day, seven days a week. Their collective knowledge of the Authority's Projects and history will ensure efficient and effective representation of the Authority's interests.

Richard has been practicing real estate law in the Rio Grande Valley for over 17 years. He has represented the Authority since 2015. Richard's experience includes right of way acquisition, utility relocation, condemnation, open meetings, and governance.

Luis has represented public and non-profit entities in Texas for over 20 years. Luis has represented the Authority since 2015. Luis's experience includes condemnation, procurement, open meetings, public information, and public contracting. He is a trusted advisor to public and private clients throughout South Texas.

Blakely has been representing transportation interests in Texas since 2003. She has served as bond and disclosure counsel to the Texas Department of Transportation, underwriters counsel for Central Texas Regional Mobility Authority financings, general counsel to the Authority and the Alamo Regional Mobility Authority, general counsel to the Capital Area Metropolitan Transit Authority, general counsel to the capital Area Metropolitan Planning Organization, special counsel to VIA Transit Authority, and has represented a variety of private companies in developing infrastructure projects and negotiating/managing infrastructure and financing contracts.

Blakely Fernandez specializes in administrative and public law including government contracting, procurement, economic development and project finance. Blakely has worked directly for public entities, including the City of San Antonio and the State of Hawaii; she has also held elected office as a Trustee for the Alamo Community College District.

Blakely has a strong focus in ethics and compliance. In 2002, she founded the Annual Ethics Forum hosted by the St. Mary's Law Journal (now in its 21st year). More recently, she produced a comprehensive Ethics and Compliance Manual and Training Program for mobility authorities. She regularly advises clients on campaign finance and related (gifts, trips and entertainment) laws.

Blakely has developed procurement strategies and processes for housing, transportation, water, athletic venues, and other facilities. She has been involved in the forefront of Texas procurement projects using alternative delivery mechanisms, including design build, construction manager at-risk, pass-through financing, value engineering change proposals, take or pay contracts, and public-private partnerships. She has delivered presentations and "best practices" guides on Texas procurement law to industry trade groups and governmental clients.

In 2013, Blakely (in conjunction with engineering firm partners) developed the Eagle Ford Shale Best Practices Handbook for the San Antonio River Authority to assist local governments with best practices related to development regulation (the handbook can be found here: https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale_Best_Practices_Handbook.pdf). As Trustee for the Alamo College District, Blakely oversaw the procurement, selection and contracting of the first P3 community college housing project in Texas. More recently, Blakely worked with the City of El Paso, Texas's procurement team and its City Attorney's office to draft procurements and policies for the City's large-scale, high-profile projects.

4. HCRMA Proposed Team

If the Firms are selected as the Authority's co-legal counsel, Richard Cantu, Luis Cardenas and Blakely Fernandez will serve as the Co-Team Leaders for the Authority's legal matters, continuing to focus on client needs and approaching their relationship with the Authority as a partnership.

The Team leaders propose to continue jointly representing the Authority, with Richard and Luis maintaining the active local role and Blakely and the Bracewell firm providing support on larger projects or specific issues, including procurement, large contracts, regulatory compliance, etc. Richard and Luis will continue to staff committee and other local meetings, while Blakely will continue to be available on an as-requested basis. Together, the Team will prepare any training the Authority requests. Blakely will take the lead on contract matters, TxDOT and FHWA matters, environmental issues, design-build/concession and other alternative delivery matters, transportation policy, and legislation. Richard and Luis will take the lead on open government, real estate, condemnation/eminent domain, purchasing, and litigation. In addition to the Team Leaders, a team of Bracewell lawyers is available to assist the Authority on an as-need basis.

Lawyer / Education	Role	Years of Experience
Richard Cantu, Cantu Texas Southern University Thurgood Marshall School of Law – 1996	Co-Team Leader; Committee and Local Meetings, Training, Open Government, Real Estate, Condemnation/Eminent Domain, Purchasing, and Litigation	27
Luis Cardenas, E & C University of Houston Law, J.D. – 1997 University of Texas, B.A. – 1993	Co-Team Leader; Committee and Local Meetings, Training, Open Government, Real Estate, Condemnation/Eminent Domain, Purchasing, and Litigation	27
Blakely Fernandez, Bracewell St. Mary's University School of Law, J.D. – 2002 *summa cum laude* St. Mary's University, M.A. – 1998 Pepperdine University, B.A. – 1991	Co-Team Leader; Special Projects, Contract Matters, TxDOT and FHWA Matters, Environmental Issues, Design-build/Concession Matters, Transportation Policy, and Legislation	22
Sara Burgin, Bracewell University of Houston Law Center, J.D. – 1982 *with honors* Texas A&M University, M.S. – 1977 The University of Texas at Austin, B.A. – 1973	Environmental Matters	42
Steve Benesh, Bracewell The University of Texas School of Law, J.D. – 1987 The University of Texas at Austin, Bachelor of Business Administration – 1984	Litigation, Construction Law	36
Amber K. Dodds, Bracewell The University of Texas School of Law, J.D. – 2012 *with honors* Boston University, M.A. – 2008 *summa cum laude* Trinity University, B.A. – 2006 *summa cum laude, Phi Beta Kappa*	Labor and Employment	12

5. Experience with Governmental Entities

a. Escobedo & Cardenas, LLP

Below is representational list of entities Luis Cardenas has represented with regard to public law:

Hidalgo County Regional Mobility Authority Pilar Rodriguez, Executive Director | 956-402-4762 *Legal counsel (2015 – current)*	**City of Edinburg, Texas** Ponciano Longoria, City Engineer | 956-388-8210 *Conducted right-of-way acquisition and condemnation litigation for the City of Edinburg*
City of La Joya, Texas Mike Alaniz, City Manager | 956-581-7095 *Conducted annexation litigation and advised City of La Joya regarding annexation, extraterritorial jurisdiction issues, taxation, and utility services*	**Hidalgo County Irrigation District No. 5** Archie Miles | 956-565-1058 *Advised District regarding condemnation issues and conducted condemnation litigation, including Texas Public Utilities Commission hearings and proceedings*
Delta Lake Irrigation District Board of Directors | 956-262-2101 *Advised board of directors regarding water rights, condemnation and taxation issues*	

b. Cantu Law Company

Below is representational list of entities Richard Cantu has represented with regard to public law:

Hidalgo County Regional Mobility Authority Pilar Rodriguez, Executive Director | 956-402-4762 *Legal counsel (2015 – current)*	**City of Pharr, Texas** Dr. Jonathan Flores, City Manager | 956-402-4000 *Legal Counsel for Real Estate Matters, including conveyances and condemnation (2012-current)*

City of Edinburg, Texas Ponciano Longoria, City Engineer | 956-388-8210 *Conducted right-of-way acquisition and condemnation litigation (2016-2017)*	City of La Joya. Texas Mike Alaniz, City Manager | 956-581-7095 *Legal Counsel for Real Estate Matters (2015-2017)*
City of Donna, Texas Chanel Borrego, MPA, Planning Director | 956-464-6917 *Legal Counsel for Real Estate Matters (2018-2019)*	

c. Bracewell LLP

Bracewell's public law attorneys have the experience and expertise to provide advice in the unique public environment in which local governments operate and make decisions. Bracewell represents a wide range of public entities and public officials, including regional mobility authorities, public transportation entities, metropolitan planning organizations, state agencies, municipalities, counties, school districts, community college districts, hospital districts and health care systems, universities, ports, major airport systems, special districts, and non-profit corporations funded by political subdivisions. We also represent private companies in their dealings with public bodies.

We represent clients in federal, state and local general law in connection with governmental entities including, but not limited to, competitive procurement procedures, the Texas Transportation Code, Texas Local Government Code, the Texas Public Information Act and Texas Open Meetings Act, Texas Tort Claims Act, ethics and governance, as well as a wide spectrum of matters including:

- federal, state and local procurement and contracting issues
- elections and campaign finance law
- Public Funds Investment Act
- real estate and eminent domain proceedings
- environmental issues and clearance
- governance and ethics compliance and training
- Public Information Act and Open Meetings requirements and issues
- constitutional law and civil rights issues
- public safety and cybersecurity issues
- municipal bonds and public finance

With over 30 lawyers, our public law group is one of the largest public law practices in the nation and in Texas having been working with public entities for the past 50 years. Our representation includes all aspects of governmental representations, from serving as outside general counsel to governmental entities to serving as special counsel in the areas in of procurement contracting, economic development, tax, bonds, governance, employment law, litigation, and other areas as needed. We also regularly draft legislation and represent our public clients before the Texas Legislature, and its committees, and US Congress, and its committees.

The Bracewell public law team proposed for the Authority includes Blakely Fernandez who, as a former elected official, has an acute understanding of public law issues from the client, as well as the legal, perspective. Lawyers in Bracewell's public law practice group are highly experienced in both state and constitutional law, specifically as they relate to public law matters, open meetings, open records and related regulatory requirements. This broad, diverse experience representing all sorts of public entities enables us to provide focused, effective guidance in all areas of public law that may arise from time to time. The public law group has a vibrant special district practice serving as general counsel to these entities. Based on this representation, the firm has developed considerable knowledge in navigating the unique legal and regulatory framework applicable to governmental entities, including sovereign immunity, annual appropriation requirements, indemnity limitations, competitive procurement procedures, Texas Public Funds Investment Act, Texas Public Information Act and Texas Open Meetings Act, Texas Tort Claims Act, as well as ethics and governance.

The Bracewell public law team also includes prominent former city attorney, Jane Macon. Jane has substantial experience and is a leader in the public law arena, respecting the balance of legal, business and sometimes political implications in her counsel to public clients. Additionally, three Bracewell partners have firsthand experience at the Office of the Attorney General and offer unique insights into the office's review process for bond transactions as well as the opinions committee process.

With regard to transportation matters, our public law team understands the statutory, regulatory and financial requirements for regional mobility authorities in Texas, including the Texas Transportation Code, TxDOT rules, FHWA rules and guidelines, the Texas Public Funds Investment Act, the Texas Public Information Act, the Texas Open Meetings Act, and ethics filings for public officials.

Developing Manuals and Handbooks. Although attorney legal advice and product is most often structured in the form of memoranda and opinion letters, the Bracewell public law team has developed manual, handbooks, and best practices guides for our clients, along with appropriate training manuals and presentations. The most widely distributed example of this type of effort is the San Antonio River Authority's Best Practices Handbook for the Eagle Ford Shale, which covers regulatory and contracting guidelines for local governments managing shale development. This handbook can be found at: https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale_Best_Practices_Handbook.pdf.

Our team also developed the Ethics and Compliance Manual for the Authority, addressing a variety of best practices in the areas of contracting, conflicts, governance, and personnel matters. This manual has been used by other mobility authorities and local governments as a guide for compliance under local, state, and federal laws and regulations. In addition to creating manuals, Bracewell attorneys conduct training workshops covering topics such as conflicts of interest, procurements, misuse of government property, nepotism, bribery and gifts, qualifications for office and open government.

Internal Investigations. In an environment of increased regulatory vigilance and enhanced financial incentives to whistleblowers, public entities must proactively ensure compliance with applicable statutes and regulations. Bracewell's lawyers routinely conduct internal investigations for public entities to contain and resolve issues such as governance practices and procedures, duties and responsibilities of officials, codes of conduct, and, in the private sector, compliance with Securities and Exchange Commission (SEC) and financial exchange regulations, as well as the Foreign Corrupt Practices Act (FCPA).

Our team has been hired by governmental entities to conduct investigations involving a myriad of allegations, including financial impropriety, misappropriation of public funds, abuse of office/authority and related matters. Our lawyers have also handled terminations and other complex and sensitive personnel matters, including the often-resulting wrongful termination litigation. On multiple occasions, Bracewell lawyers have investigated alleged financial improprieties, official misuse and misappropriation of public funds by governmental entities. Our investigations have resulted in a full report to the governing body, including a recommendation for terminating appropriate leadership parties.

Experience with Comparable Sized Governmental Organizations. Our lawyers' experience with public and private entities is comprehensive, diverse, and reputable. Below is representational list of entities our team has represented with regard to public law:

Hidalgo County Regional Mobility Authority 2005 – current Pilar Rodriguez, Executive Director | 956-402-4762 *Procurement advice and counsel; alternative delivery procurement structure; drafting procurements and contract documents; governance and ethics compliance*	**Bexar County, Texas** 2013 – current Honorable Peter Sakai, County Judge | 210-338-1326 *Advice on structure of projects and P3s; project development and finance; bond counsel*
Alamo Regional Mobility Authority 2008 – current Art Rinehardt, County Engineer | 210-335-6782 *Transportation finance, disclosure and funding agreements; bond counsel*	**Central Texas Regional Mobility Authority** 2005 – current James Bass, Executive Director | 512-996-9778 *Transportation finance, disclosure and funding agreements; bond counsel*
University of Texas at San Antonio Taylor Eighmy, President | 210-458-4101 *Advice and counsel on public private partnerships, alternative delivery and historic preservation (*2022 – current)	

6. Experience in the Transportation Sector

a. Escobedo & Cardenas, LLP

E & C has represented the Authority in condemnation matters since March of 2015.

a. Cantu Law Company

Cantu has represented the Authority in condemnation matters since March of 2015.

b. Bracewell LLP

Bracewell lawyers have a long history in the transportation sector. As discussed above, Blakely has been representing transportation interests in Texas since 2003. Her work in this arena has included many "firsts." She served as bond and disclosure counsel to the Texas Department of Transportation on the first issues of Mobility Fund bonds, and was on the underwriting team for Central Texas Regional Mobility Authority initial financing. Her work as general counsel to the Authority and the Alamo Regional Mobility Authority, includes creating the first County Transportation Reinvestment Zone in Texas, negotiating one of the early pass-through agreements in Texas, working with bond counsel to enter into the first vehicle registration fee borrowing in the State, participating in the first RMA disparity study, as well as managing a variety of questions of first impression before the Texas Attorney General and TxDOT. As general counsel to the Capital Area Metropolitan Planning Organization, Blakely negotiated the first (and only) regional infrastructure fund agreement, providing significant debt/cost of issuance savings to a regional mobility authority and creating a revolving fund for the MPO to support local, non-tolled projects. In addition to the legal work Blakely performs, she also regularly drafts and lobbies for legislative solutions to mobility problems.

The Bracewell team combines diverse practice experience and comprehensive bench strength to assist our clients with issues in transportation and mobility. Our transportation practice group not only focuses on transportation activities, but also includes logistics providers (including carriers, intermediaries, and other third-party logistics providers) as well as commercial users (manufacturers, retailers, distributors, and other shippers). This broad cross-over practice assures our attorneys are well- versed in industry issues from stock and equipment to labor trends to equity investors.

Lawyers at Bracewell have represented a variety of transportation clients in Texas, including:

- Hidalgo County Regional Mobility Authority
- Texas Department of Transportation (TxDOT)
- Alamo Regional Mobility Authority
- Central Texas Regional Mobility Authority
- North Texas Tollway Authority
- Cameron County Regional Mobility Authority
- North East Texas Regional Mobility Authority
- VIA Metropolitan Transit
- Dallas Area Rapid Transit (DART)
- Houston METRO
- Grand Parkway Association of Houston
- Austin-Bergstrom International Airport
- Dallas-Fort Worth International Airport
- Houston Airport System

Bracewell's attorneys have advised clients on virtually every type and variation of transportation matter, including construction and professional services contracts, concessions, master trust indentures, TIFIA loans, intermodal agreements, international bridge projects, pass through agreements, TxDOT agreements, TxDOT advanced funding agreements, and agreements related to transit, transportation corridors, rail projects, overweight corridors, transit oriented development, as well as other global services and supply chain agreements, and owner-operator agreements. This comprehensive contracting experience is valued by our clients, who see such experience as a major asset in executing their transportation strategies.

Additionally, Bracewell is suited to provide government relations services at both the federal and state levels in the areas of transportation. Blakely Fernandez has been active in drafting and advocating for the transportation legislation before the Texas legislature. The Bracewell governmental affairs team in Washington, DC regularly represents clients before FHWA and USDOT.

7. Experience in Procurement Law

a. Escobedo & Cardenas, LLP

E & C has advised the HCRMA in procurement matters on an as needed basis.

b. Bracewell LLP

Bracewell lawyers regularly provide counsel with regard to government procurements and contracting. For example, in our general counsel representation of the Authority, we have advised the Authority on the requirements and merits of the available delivery and finance mechanisms for large transportation projects, including pass through financing, comprehensive development agreements, design build, and design-bid-build. Additionally, we drafted and maintain the Authority's procurement and purchasing policies. After exploring the merits of the available delivery options, we advise the client on the best option for a specific project, and draft the appropriate procurement documents, including selection criteria and process, and assist in managing the procurements and any policies.

We have advised the City of El Paso, Texas, on available and appropriate procurement methods for the delivery of critical projects and services, including public/private partnerships (P3) for project development construction manager at risk, owner's representative, and program manager/operator for project development. Each of these solicitations was developed with the client's unique project goals in mind and utilized innovative approaches to achieving these goals, including initiating a pre-posting industry forum.

Our expertise in procurement law is also beneficial to the private sector, where we frequently represent clients with regard to solicited and unsolicited proposals for P3s, as well as traditional procurement and government contracting matters. For developers, this representation has covered everything from federal contracting and disadvantaged business enterprises opportunities, to structuring urban infill development projects utilizing local and state contracting tools to maximize flexibility and manage party risk, as well as developing soliciting and unsolicited proposals for public private partnerships. For service providers and suppliers, our focus is generally on unique local requirements and goals, like small or minority owned businesses.

8. Experience in Developing Public Infrastructure Projects

a. Escobedo & Cardenas, LLP

E & C has not provided legal counsel related to the development of public infrastructure projects.

b. Bracewell LLP

Bracewell has over 50 experienced lawyers dedicated to infrastructure project development, as well as many experienced attorneys specializing in a full range of areas necessary to support such work, including public law, finance, tax, environmental and technology. We understand the pre-development process, from building the initial team, to the preliminary engineering work through final schematics, including the regulatory requirements of environmental clearance and local, state and federal permitting. With regard to transportation projects, we are also familiar with the TxDOT and federal rules and processes. We have comprehensive experience in bid response preparation, risk analysis, the structuring of joint ventures and consortium arrangements, and negotiation of concession agreements, construction contracts, operations and maintenance and asset management agreements and the supporting contracts that are required for the construction, ownership and operation of infrastructure projects.

Public Private Partnerships. Bracewell provides representation on projects ranging from transportation to energy to social infrastructure. P3s for complex transportation projects comprise a significant part of our practice. Our firm has represented the developer of every successful P3 toll project in Texas. We have developed considerable experience in navigating the legal and regulatory framework applicable to negotiating with governmental entities, including sovereign immunity, annual appropriation requirements, indemnity limitations, bidding statutes, and open meetings and open records acts.

Additionally, the firm represented the Dallas Police and Fire Pension Systems in its post-financial close activities to complete the project and achieve service commencement. This project was named the 2010 North American Bond Deal of the Year by *Project Finance Magazine*.

Construction and EPC Contracts. Bracewell's construction practice represents major infrastructure developers, transportation, energy, chemical and manufacturing companies and construction companies. Our firm has particular strength in the drafting and negotiation of construction and related contracts, including design/build contracts; engineering, procurement and construction (EPC) contracts and engineering services agreements; and related bid documentation. We have familiarity with and have advised clients with respect to the prevailing forms of construction contracts that are used internationally, including the FIDIC contracts and ICE's NEC contract forms.

Infrastructure and Construction. Bracewell's experience in infrastructure and construction demonstrates expertise in complex business contracts and public sector contracts. Bracewell has extensive experience in the representation of governmental entities or other sponsors of investment funds, operating companies and financial institutions in all types of infrastructure project development, finance, construction and operations. Our public and private infrastructure and construction projects have included transportation facilities, offshore projects, marine terminals, water supply and treatment facilities, drainage projects, waste treatment facilities, sports and entertainment venues and a wide variety of energy projects, including transmission facilities. This is supplemented by our award-winning experience on public infrastructure projects undertaken through concession arrangements or P3s.

9. Conflicts of Interest

We are not aware of any potential conflicts of interest with the Authority that would preclude the Firms from thoroughly and vigorously representing the Authority. Each of the Firms will immediately disclose to the Authority if any of the firm are aware of a client or prospective client being averse to the Authority seeking legal services from any firm with regard to the Authority.

B. Rate Proposal

The Firms quite sensitive to the pressure on our clients to control legal expenses and we actively work to keep legal expenses in-line with budget expectations. Cost control starts with working with the Authority to develop a budget and fee arrangements, based on the scope of services, time-line and the circumstances surrounding the particular transaction.

Legal work for the Authority has traditionally been undertaken on an hourly basis. Co-team leaders Richard, Luis and Blakely have both offered the Authority reduced, government rates. Based on market changes for South Texas since that time, the Firms have significantly increased their standard rates, but have agreed to maintain a government rate based on the Lower Rio Grande Valley market as follows:

Service Provider	Hourly Rate*
Richard Cantu	$325
Luis Cardenas	$325
Blakely Fernandez	$495
E & C Paralegals	$75

** Rates for additional lawyers are provided on an as needed basis.*

As previously mentioned, Bracewell lawyers are available to assist the Authority on an as-need basis as special projects arise.

As has been their practice, Richard, Luis and Blakely will not charge for add-ons, like standard printing, long distance calls, or travel time. E&C and Cantu have established a flat fee for Board meetings of $150.

Potential fee arrangements we are willing to discuss with the Authority may include one or more of the following options:

- Fixed Fees
- Hourly Fees
- Fees priced on a per bond basis
- Alternative Fee Arrangements

These types of arrangements may be beneficial for specific legal projects.

C. Insurance Requirements

Cantu and E & C's professional insurance meets the minimum requirement of $1,000,000 of coverage. A copy of the firm's insurance certificate is on file with HCRMA.

Bracewell's professional insurance meets the minimum requirement of $1,000,000 of coverage. A copy of the firm's insurance certificate is on file with HCRMA.

D. DBE/HUB/SBE

Escobedo & Cardenas, LLP is a small, minority owned law firm, but is not a registered DBE/HUB/SBE firm.

The Law Office of Richard A. Cantu, P.C., doing business as Cantu Law Company is a small, minority owned law firm, but is not a registered DBE/HUB/SBE firm.

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 Section 2271.002, Texas Government Code, 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 Section 2274.002, Texas Government Code, 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 Section 2274.003, Texas Government Code, 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

CONTRACTOR: Escobedo & Cardenas, LLP

By: _____ Date: 2-16-24

Name: Luis Cárdenas Title: Partner

ADDENDUM 1

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 Section 2271.002, Texas Government Code, 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 Section 2274.002, Texas Government Code, 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 Section 2274.003, Texas Government Code, 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

CONTRACTOR: Law Office of Richard A. Cantu, P.C., dba Cantu Law Company

By: R.A. Cantu Date: 2/16/2024

Name: Richard A. Cantu Title: President

February 2, 2024

HCRMA
REQUIRED DISCLOSURE AND PROVISIONS

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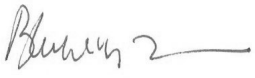
- https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf
- https://comptroller.texas.gov/purchasing/docs/iran-list.pdf
- https://comptroller.texas.gov/purchasing/docs/fto-list.pdf

CONTRACTOR: Bracewell LLP

By: Blakely Fernandez Date: 2/16/2024

Name:  Title: Partner

February 2, 2024

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-20

AWARD OF CONTRACT TO SINGLE RESPONDENT, PLAINSCAPITAL BANK, TO THE REQUEST FOR PROPOSALS FOR BANKING DEPOSITORY SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of March, 2024 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 to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority requires banking depository services to conduct day to day business; and

WHEREAS, the Authority solicited Request for Proposals for Banking Depository Services; and

WHEREAS, on March 1, 2024, the Authority received a single response to the Request for Proposals for Banking Depository Services; and

WHEREAS, staff is requesting award of contract to the single respondent, PlainsCapital Bank, for Banking Depository Services for the Authority;

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 hereby awards a Professional Service Agreement for Banking Depository Services to PlainsCapital Bank for the Hidalgo County Regional Mobility Authority.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement with PlainsCapital Bank for Banking Depository Services.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of March 26, 2024, at which meeting a quorum was present.

~~S. David Deanda, Chairman~~
Ezequiel Reyna Jr., Vice Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: S. David Deanda, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: March 19, 2024

Re: **Resolution 2024-20- Award of Contract with PlainsCapital Bank for Banking Depository Services to the HCRMA**

Background
The Hidalgo County Regional Mobility Authority solicited Request for Proposals (RFPs) for Banking Depository Services. RFPs were available for download through the HCRMA website.

On March 1, 2024, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Request for Proposals for Banking Depository Services.

Goal
In designating a bank depository, the primary concerns are safety, liquidity, and yield, as well as, an efficient and effective technology for effecting financial transactions.

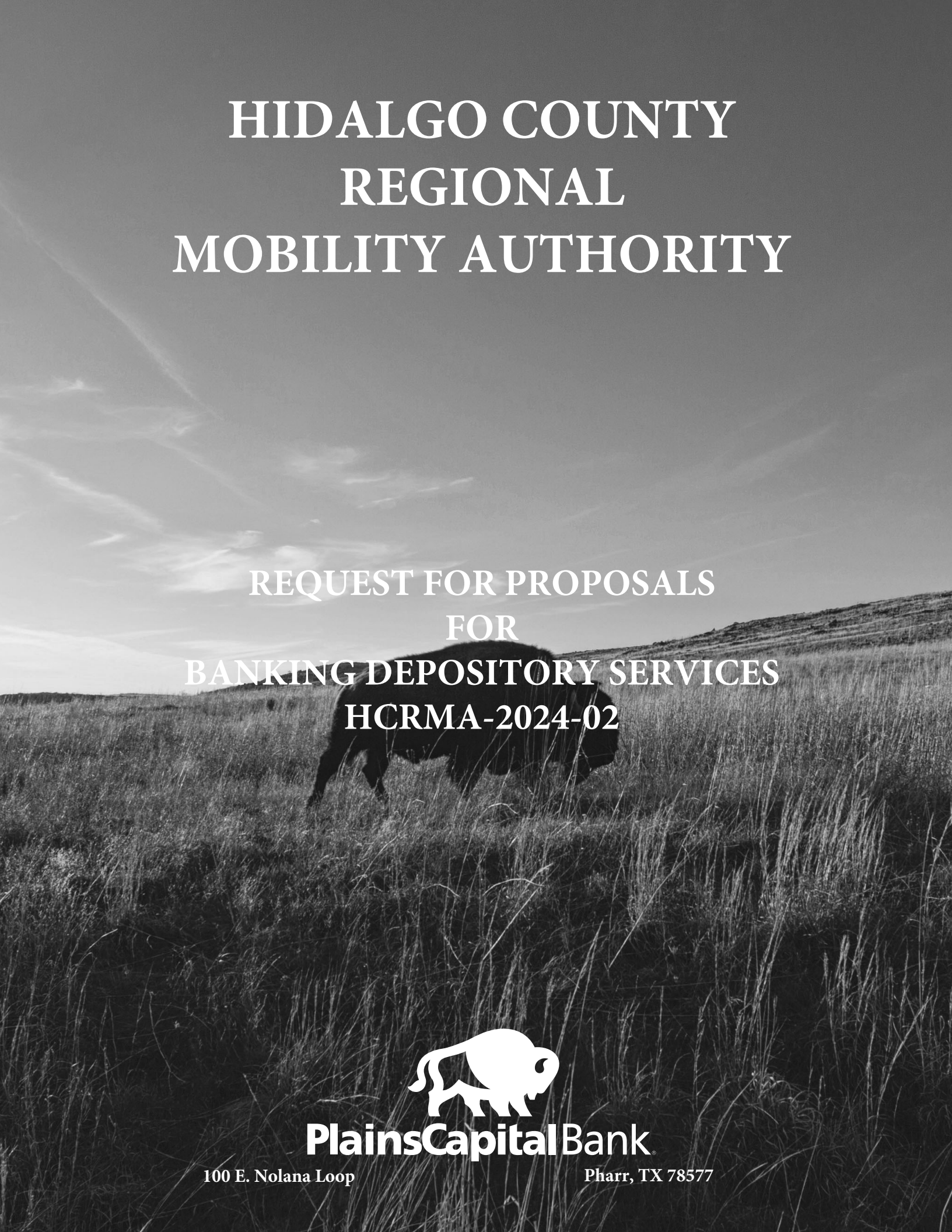
Options
The Board of Directors may opt to not to approve the contract and request re-solicitation of the Request for Proposals.

Recommendation
Based on review by this office, **approval of Resolution 2024-20 – Award of Contract to PlainsCapital Bank for banking depository services is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR PROPOSALS FOR BANKING DEPOSITORY SERVICES HCRMA-2024-02



PlainsCapital Bank

100 E. Nolana Loop Pharr, TX 78577

PlainsCapitalBank

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Hidalgo County Regional Mobility Authority

1. **Executive Summary**
2. **Proposal**
    - **A) attachment A Exhibit I CIQ Form**
    - **B) attachment B Proforma Statement**
    - **C) attachment C Sample Bank Depository Contract**
    - **D) attachment D Insured Cash Sweep Service Description**
3. **References**
4. **Treasury Management Terms and Conditions**
5. **PlainsCapital Bank Locations**
6. **PlainsCapital Primary Contacts**

PlainsCapital Bank

March 1, 2024

Pilar Rodriguez, Executive Director
Hidalgo County Regional Mobility Authority
203 West Newcombe Avenue
Pharr, Texas 78577

RE: Request for Proposals for Banking Depository Services – HCRMA – 2024-02

Dear Mr. Rodriguez,

PlainsCapital Bank (PCB) is honored to be given the opportunity to submit a bid for the Hidalgo County Regional Mobility Authority Depository Contract. Our goal is to exceed your expectations and look forward to continuing a 5-year partnership.

PlainsCapital Bank has been a Texas banking tradition since 1988. Founded in Lubbock with one branch, $160 million in deposits, and a lot of entrepreneurial spirit, we've grown to become the eighth-largest, best bank in Texas with over $13.7 billion in assets as of March 31, 2023, with 59 branches in all major markets across the state. Headquartered in Dallas, PlainsCapital Bank now has approximately 1,050 employees and provides a full suite of banking services including commercial banking and lending, treasury management products and services, personal and private banking, and trust and wealth management services. Our strength and momentum are powered by an unrelenting commitment to delivering highly personalized, customer-focused relationship banking.

Our leadership teams are Texas natives with over 30 years of tenure with our Bank who have lived their entire lives in the communities we serve. We have a long history of partnering with 100+ public entities, large and small, in all the markets we serve. We have specialized expertise in public funds, liquidity and investing services to meet all your financial needs.

Per the Bid Notice and directives contained in the Bid Form itself, we confirm all objectives and requirements have been met as specified in this proposal; specifically, the *Minimum Qualifications for Proposing Institutions*. PlainsCapital Bank confirms the proposed bid is valid for 120 days from the submission date. Below, please find some of the excerpts of the complete bid packet attached.

Rates

PlainsCapital Bank is proposing an account structure of non-interest bearing, analyzed accounts in conjunction with the use of an Insured Cash Sweep (ICS). Analyzed accounts will receive an earnings credit of 5.25% on the average daily collected balance and used to offset the cost of services. The Earnings Credit Rate (ECR) is based on the Lower End of the Fed Fund Target Rate. Bank offers HCRMA non-interest-bearing transaction accounts up to an aggregate maximum collateral of $10,000,000 with no minimum balance requirements. The ICS interest rate is 5.15% and will be based on the Lower End of the Fed Fund Target Rate less 0.10 basis points.

PlainsCapital Bank

PlainsCapital Bank has looked forward to this bid opportunity that offers our strong competitive pricing and commitment of our people to build a long-lasting depository service relationship with Hidalgo County Regional Mobility Authority. Feel free to contact me for any additional information by phone at (956) 283-2255 or email: larry.gonzalez@plainscapital.com. Dacia A. Salinas is also available to provide additional information or answer any questions as well, at (956) 385-3513 email: dacia.salinas@plainscapital.com.

Respectfully,

Larry C. Gonzalez
Upper Rio Grande Valley Market President

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
REQUEST FOR PROPOSALS FOR
BANKING DEPOSITORY SERVICES – 2024-02

The Hidalgo County Regional Mobility Authority ("HCRMA") is a governmental entity seeking a qualified institution for banking depository services. Depository services include those tasks and responsibilities associated with the collection and disbursement of the HCRMA's money, provision of timely and reader-friendly reports, implementation of security measures to protect and assist the HCRMA with its fiduciary responsibilities with respect to financial assets and provision of cash management techniques, as well as, other financial services that may include, but not be limited to, custodial, safekeeping, trust, escrow, commercial services, and on-line computer services.

This Request for Proposal ("RFP") represents a competitive process for qualified banks and credit unions to provide depository services. The process of competitive negotiations being used should not be confused with competitive sealed bidding where goods and services can be precisely described and price is generally the determining factor. This competitive RFP will provide the HCRMA with the flexibility to negotiate with firms the terms and conditions that are mutually agreeable to all parties. The HCRMA will consider the terms and conditions for the performance of depository services, including the type and cost of services to be provided, and will select that institution offering a proposal deemed most advantageous to the HCRMA. The HCRMA intends to enter into contract negotiations with the selected financial institution. These negotiations could include any aspect of services and fees. If a contract is not finalized in a reasonable period of time, the HCRMA will open negotiations with the next ranked firm. Final selection and approval is subject to HCRMA Board approval.

The contract period shall be for five (5) years.

The HCRMA Board of Directors reserves the right to reject in part or in whole any or all responses, waive minor technicalities, and select the financial institution which best serves the interests of the HCRMA. Late responses will not be accepted.

SCOPE OF SERVICES:

General Services

The HCRMA requires a variety of banking/financial services. Services required by the HCRMA may fall within the domain of the Depository or may be provided by institutions outside of the Depository Contract. The HCRMA retains the right to select and utilize those services deemed most appropriate to be provided by a depository and shall, within the scope of the law, solicit other banking/financial services as the HCRMA determines will best satisfy the needs of, and be most advantageous to, the HCRMA. The primary Depository services pertain to the secure processing of the HCRMA's collections and disbursements, and provision of timely and reader-friendly reports.

Compliant with the HCRMA's fiduciary responsibilities is the utilization of technological security mechanisms and processes to safeguard the HCRMA's financial resources. The HCRMA intends to review additional and/or modified security measures through the Depository to protect the HCRMA's financial resources from fraudulent acts.

Other services required by the HCRMA include, but are not limited to custodial, safekeeping, trust, escrow, and on-line services, as well as cash management techniques to enhance the HCRMA's short-term investment earnings options.

SPECIFIC SERVICES
The HCRMA's required Depository Services include:

- Collection services (currency and checks, and transfer)
- Disbursement services (checks, transfers)
- Account reconciliation
- Reports (electronic and hardcopy)
- Cash management
- Online computer capability
- Financial safeguards

ADDITIONAL/ PREFERRED SERVICES

- Corporate trust services
- Training
- Safekeeping/ storage services
- Credit Card Services

MINIMUM QUALIFICATIONS FOR PROPOSING INSTITUTIONS
The minimum qualifications required of an institution to provide depository services to the HCRMA, hereinafter referred to as "Respondents" or "Depository Respondents", are listed below. Respondents submitting proposals to provide Depository Services must provide a letter certifying that the institution satisfies the qualifications listed below. Such Respondents must also include documentary evidence of qualification, where appropriate.

- The financial institution providing Depository Services must be a bank or financial institution that provides Depository Services for governmental entities that has its main office or branch office in the State of Texas.
- The financial institution must have banking facilities within Hidalgo County.
- The financial institution's local deposits must be equal to or greater than $250,000,000, as shown on the latest published quarterly financial statement.
- The financial institution's combined capital and surplus must be equal to or greater than $50,000,000 and it must be in good financial standing.
- The financial institution must be a member of the Federal Reserve System.
- The financial institution must be a member of the Federal Deposit Insurance Corporation (FDIC) or have other federal insurance coverage. Deposits must be fully secured by a combination of FDIC Insurance or other federal insurance coverage and permitted securities as provided for in the Texas Public Finances Collateral Act equal to a value of 105% of the funds being secured.
- No outstanding or unsatisfied financial obligation to the HCRMA or Hidalgo County.
- The financial institution must have a check fraud protection system.
  PlainsCapital Bank confirms certification to the minimum qualifications listed above. Signed certification has been provided in Tab 1.

CONDITIONS TO BE SATISFIED BY THE DEPOSITORY
The selected Depository shall satisfy, at all times, the conditions listed below:

- Maintain the HCRMA's funds covered by the Depository Services contract.
- Perform all duties and obligations required of the Depository by law and under the depository contract.
- Pay, upon presentation, all checks drawn and properly payable on a demand deposit account with the Depository.
- Pay all transfers properly payable as directed by a designated officer.

- Provide and maintain security at a level equal to at least 105% of the value on the amount of deposits, plus accrued interest, less FDIC coverage, or other federal insurance coverage.
  PlainsCapital Bank confirms agreement.

RESPONSES TO THE RFP SHALL INCLUDE THE FOLLOWING INFORMATION:

PROPOSAL CONTENT
Respondents must provide a complete answer to all questions set forth in this RFP. Responses to the questions that follow will be used by the Depository Selection Committee to evaluate the proposals to provide depository services. Each question should be specifically addressed.

1. Include the following information related to your firm:
   a. Name and address
      PlainsCapital Bank
      100 E. Nolana Loop
      Pharr, TX.78577

   b. Location of national headquarters
      PlainsCapital Corporation
      6565 Hillcrest Avenue
      Dallas, TX 75205

      Parent Holding Company
      Hilltop Holdings Inc.
      6565 Hillcrest Avenue
      Dallas, TX 75205

   c. History including date founded
      OUR PARENT COMPANY
      PlainsCapital Bank is a wholly owned subsidiary of Hilltop Holdings Inc. (NYSE: HTH), a well-capitalized, publicly traded diversified financial holding company based in Dallas with a national footprint. Hilltop was ranked No. 63 in Forbes' 2023 list of America's 100 Best Banks and ranked No. 8 in Texas, based on growth, credit quality, and profitability. Hilltop's approximately 29% insider ownership drives the company's long-term decision making and appropriate risk management strategies, while providing meaningful alignment between the interests of our management, board of directors, and stockholders.

      Hilltop's other subsidiaries include HilltopSecurities (municipal investment banking) and PrimeLending (residential mortgage origination). Together, the Hilltop family of companies employ approximately 4,100 people in approximately 355 locations in 47 states.

      PlainsCapital Bank was founded in 1988. Since then, we've grown to become the eighth-largest Texas based bank with over $13.7 billion in deposits as of March 31, 2023, and 59 locations throughout the state. Our leadership teams have over 30 years of tenure with our Bank who have lived their entire lives in the communities we serve. We have a long history of partnering with 100+ public entities, large and small, in all of the markets we serve to help move our communities forward. We have specialized expertise in public banking, treasury management, and liquidity and investing services to meet all your financial needs.

      At PlainsCapital Bank and Hilltop Securities Inc., we understand the challenges you face

every day. Our bankers work to deliver value-added advice and guidance to help solve the complex issues that public entities must address. Our local banking teams bring broad market knowledge with national insights to entities such as Hidalgo County Regional Mobility Authority (the "HCRMA"). We partner with you to advance your community-because it's our community, too.

d. Brief description of firm including the following:

i. Number of branches and their locations in Hidalgo County

PlainsCapital Bank has a total of 7 branches in the Hidalgo County area. For locations, please see map on Tab 5.

ii. Number of branches located in the State of Texas

In the State of Texas, PlainsCapital Bank has a total of 59 branches.

iii. Number of branches located nationally

Although PlainsCapital Bank is Texas based, the Hilltop Holdings family of companies has a significant national footprint with approximately 355 branch and office locations in 47 states and the District of Columbia with approximately 4,900 employees. Hilltop also has a substantial presence in Texas with approximately 90 branches and office locations across the state.

Hilltop's concentration of locations and customers in Texas gives it strong roots from which to grow PlainsCapital Bank, PrimeLending, and HilltopSecurities. Likewise, Hilltop's nationwide presence provides diversification and a broader platform for growth outside its core Texas market.

2. Include the following information regarding the personnel that would be assigned to the HCRMA's account:

a. Name, title, address

Name Larry Gonzalez _____

Title Upper Rio Grande Valley Market _____

Address 100 E. Nolana Pharr, TX. 78577 ____

Telephone # 956-283-2255 _____

Fax # 956-283-2257_____

Email larry.gonzalez@plainscapital.com

b. Years of applicable experience

Mr. Gonzalez has over 38 years of banking experience.

c. Brief resume

Larry Gonzalez, Market President Upper Rio Grande Valley, has over 38 years of commercial banking experience serving the Starr County and Hidalgo County markets. Larry is responsible for the management and growth of PlainsCapital Bank's Upper Rio Grande Valley market, cultivating profitable relationships, ensuring operational compliance, actively involved in loan portfolio management, strategic execution and risk management, and growing revenue for PlainsCapital Bank. He has extensive experience in commercial real estate and specializes in gathering and cultivating bilingual client relationships. Larry efforts are also focused on new economic development in the Rio Grande Valley and engaging in farm and ranch management as well as real estate

investing. Larry joined PlainsCapital Bank (then First National Bank of Edinburg) in 2008 and has served the company in various capacities. Larry is a graduate of Texas A&M University having earned a B.B.A. in Finance. His current affiliations include Starr County Industrial Foundation officer and director, Starr County Historical Foundation officer and director, Our Lady of Sorrows Catholic Church member, United Way of South Texas director, Rio Grande Valley Partnership director and officer, and Edinburg Rotary Club member.

d. Please designate which of these personnel will be the HCRMA's day-to-day contact.
The local bank branch will provide daily banking services to the HCRMA. The Public Funds group will provide all additional support services including technical, collateral, investment, and any other customer needs as requested. VP, Public Funds Officer Roxanna Salas will be available as a day-to-day contact. Cell numbers are provided for urgent matters.

Roxanna Salas, VP Public Funds Officer, has over 20 years of experience in handling public entities and has focused her knowledge base to help public fund entities with the products and services needed to be successful. Her responsibilities are focused on providing day to day support to public fund clients in collateral monitoring, resolving any issues that may arise and assist in client training of treasury services.

Dacia A. Salinas, VP Treasury Management Sales Officer, has over 20 years of banking experience with a focus on Commercial Banking and Public Funds. Dacia is the local Treasury Management Sales Officer for the Rio Grande Valley and alternate liaison for Public Funds. Ms. Salinas is an active member in the Edinburg community and supports local businesses by participating with the Edinburg Chamber of Commerce and serving as a volunteer at Sacred Heart Catholic Church.

3. Provide the names of the executive staff responsible for making immediate and important decisions concerning the HCRMA account and their availability during normal business hours, after hours, and weekends.

Name Larry C. Gonzalez _____

Title Market President- Pharr Nolana _____

Address 100 E. Nolana Pharr, TX. 78577 ____

Telephone # 956-283-2255 _____

Fax # 956-283-2257 _____

Email larry.gonzalez@plainscapital.com

Mr. Gonzalez is available Monday thru Friday from 8am to 5pm and will provide cell phone numbers for urgent matters.

4. Provide a brief description of Respondent's capital structure as shown on the latest published quarterly financial statement to include:
   a. Total capital $1.6 billion in total capital as of March 31, 2023.

a. Current value of deposits $11.0 billion in deposits as of March 31, 2023.

OUR STRONG CAPITAL POSITION

PlainsCapital Bank's conservative management and relationship-driven business model are

designed to foster long-term success and sustained growth. Put simply, we are built to last. PlainsCapital Bank and our parent company, Hilltop Holdings Inc., are rated "Investment Grade" by three national credit rating agencies. PlainsCapital ended the first quarter of 2023 in an extremely strong financial condition. The Bank's capital, as measured by its Tier 1 Leverage Ratio of 10.69%, is well in excess of the minimum regulatory guideline of 5.0% to be well capitalized.

PLAINSCAPITAL BANK (AS OF 3/31/23)	
Total Assets	$13.7 Billion
Total Equity Capital	$1.6 Billion
Total Deposits	$11.0 Billion
Tier 1 Leverage Ratio	10.69%

HILLTOP HOLDINGS (AS OF 3/31/23)	
Total Assets	$17.0 Billion
Total Equity Capital	$2.1 Billion
2022 Net Income	$113.1 Million
Tier 1 Leverage Ratio	11.82%

Hilltop Holdings, Inc. Fitch Rating:

Long-Term IDR	BBB+
Short-Term IDR	F2
Long-Term Foreign Currency IDR	Stable
Sovereign Long-Term Foreign Currency IDR	Negative
Viability Rating	bbb+
Government Support Rating	ns

Hilltop Holdings, Inc. KBRA Rating:

Senior Unsecured Debt	A-
Subordinated Debt	BBB+
Short-Term Debt	K2
Outlook/Watch LTR	Stable

PlainsCapital Bank KBRA Rating:

Senior Unsecured Debt	A
Subordinated Debt	A-
Deposit	A
Short-Term Deposit	K1
Short-Term Debt	K1
Outlook/Watch LTR	Stable

Annual Audited Financial Statements
https://ir.hilltop-holdings.com/filings/annual-reports/default.aspx

Call Report (FDIC Certificate Number 17491)
https://cdr.ffiec.gov/public/ManageFacsimiles.aspx

5. Explain changes, if any that have occurred within Respondent's firm over the last six (6) months or future changes you expect may occur including:
   a. Staffing
   b. Capital
   c. Organizational structure
   d. Other

Hilltop Holdings Inc. (NYSE: HTH) ("Hilltop") announced November 30, 2023, that Jerry

Schaffner, President and CEO of Hilltop's banking subsidiary, PlainsCapital Bank (the "Bank"), is retiring on May 1, 2024. At that time, Hilltop President and CEO Jeremy B. Ford will become CEO of PlainsCapital Bank. In anticipation of the transition, PlainsCapital Chief Operating Officer Brian Heflin has been named President of the Bank, and current Chief Administrative Officer Pete Villarreal has been named Chief Operating Officer effective immediately. Schaffner will continue to serve on PlainsCapital Bank's board of directors, and Ford will continue to serve as President and CEO of Hilltop and Chairman of PlainsCapital Bank following the transition.

With regard to mergers and acquisitions, PlainsCapital has not publicly announced any recent or foreseen mergers or acquisitions. Hilltop Holdings seeks to build the premier Texas-based diversified financial services holding company through acquisitions and organic growth and using PlainsCapital Bank as its platform.

6. Depository Services. Provide a complete description of the services Respondent would provide for each of the HCRMA's depository needs listed below, as well as ideas and suggestions for changes or modifications that could be implemented to make the HCRMA's financial operation more effective and efficient.

   a. Collections and disbursements processing.

   Standard Deposit Services

   The Bank will offer all disbursing and deposit services as required by the HCRMA. Incoming wires and ACH items are reported and posted in real-time at the time of receipt. Intra-day check clearing information is available thru BOS in real-time. Cut off time for same day ledger credit at the branch is 6:00pm although, same day credit cannot be guaranteed for high volume late deposit drops. The Bank recommends morning delivery to ensure same day posting of branch deposits. Cut off time for same day deposit through Remote Deposit is 6:00pm. Refer to tab 5 for all PCB Branch Locations within the HCRMA's proximity.

   Standard Disbursement Services

   Bank agrees to pay all HCRMA checks upon presentment according to the Deposit Account Agreement and Terms and Conditions. If the payee is presenting a physical check at branch, payee must present a valid state issued identification or U.S. Government issued passport or Visa.

   Refer to following link for PlainsCapital Bank Commercial Deposit Account Agreement and Terms and Conditions.
   https://www.plainscapital.com/wp-content/uploads/2023/12/Commercial-Disclosure-Brochure-December2023.pdf

   b. Account Reconciliation.

   Partial reconciliation is available through BOS and provides check paid details through the reconciliation module. A Paid check report can be created for a specific date or date range, for single or multiple accounts and can exported into multiple formats. Reports that require a specified format can be automatically created and delivered via SFTP for ingestion into the HCRMA reconciliation system.

   Full reconciliation is available through BOS and multiple reports be created: Issued Checks, Outstanding Issued Checks, Daily Checks Issued Summary, Paid Checks, ACH Transactions, Stops and Voids, Exception items, Stale Dated Checks, Check Reconciliation Summary and Payee Match Report. Full activity reports, including balance, can be exported for view, printing or export; formatted files can also be sent via SFTP. Files sent

via SFTP require an FTP Transmission setup and additional fees will apply.

Reports can be created through the BOS reconciliation module for viewing, printing or exporting in multiple formats anytime; information is based on previous day. Files can be exported in standard formats or mapped to HCRMA's specific file format requirements. Paid check images are available through the reconciliation module for viewing and printing. Additional reconciliation files are available thru SecureConnect and/or ACH Reporting Modules.

c. Cash Management Services.

Wire Transfer Services

Wire initiation and book transfer transactions can be made through BOS (online banking) or a direct request to the Wire Room using PIN verification. Online initiation and monitoring is available in real-time. Online wires may be future dated with no limit to a future date. Wires may be submitted online 24/7 however, must be approved before 5:00pm CST on the effective date. Future dated wires that are approved before the effective date are warehoused and processed the morning of the effective date. Refer to following link for PlainsCapital Bank Commercial Deposit Account Agreement and Terms and Conditions for more details.

https://www.plainscapital.com/wp-content/uploads/2023/12/Commercial-Disclosure-Brochure-December2023.pdf

https://www.plainscapital.com/wp-content/uploads/2022/09/2022-PCB-Treasury-Management-Terms-and-Conditions.pdf

Dual authorization is not required for wire transactions however, it is available and strongly recommended to the HCRMA. Transaction based virtual tokens are required for wire transfer transactions only at the approval stage. Templates are available and the HCRMA can require approval before use by other users. Real-time wire stages are available through BOS along with wire report history available for 90 days.

The HCRMA will designate a Primary and Secondary Administrator during the onboarding process. These Administrators will be responsible for granting access to other HCRMA employees. Users may be restricted to initiating only or may have initiation and approval access. A user with both initiation and approval access can only perform one step of the dual control wire process. It is also recommended all users with wire approval authority are setup with an appropriate wire limit.

The Bank also utilizes a behavioral software within our wire system, which may place any wire meeting certain criteria into a que for further review. HCRMA personnel with access to the wire module may receive calls directly from the wire room from time to time to further validate a wire before release.

As a backup method the HCRMA has the option to setup a wire PIN which allows a wire to be initiated by an authorized person via phone directly to the Bank's Wire Room. A HCRMA account signer must execute the wire PIN agreement. Wire PIN's are Bank issued and mailed directly to authorized wire PIN approvers. Dual control and dollar limits are required.

Further, wires may also be faxed, emailed, or delivered to the branch in the event the system is unavailable. Only authorized account signers can submit these requests; voice recordings are mandatory, and the wire room will perform a call back procedure to the originator before

releasing any wire(s) submitted via fax or email. Dual control will not apply.

Branch or PIN Wire Cutoff:
Domestic Outgoing wire initiation and approval must be received before 3:30p.m.
International outgoing wire initiation and approval must be received before 3:00p.m.

Online Wire Cutoff:
Note: Domestic Outgoing wires may be submitted online 24/7 thru BOS however, must be submitted and approved before 5:00p.m. for same day wire to go out. All wires (including same day and future dated) must be approved by 5:00pm on the day the wire was submitted. Any wire not approved before 5:00pm will not be processed and must be resubmitted the following day.

Available funds are used as a basis to release outgoing wires. Assigned account officer will contact the HCRMA if available funds are insufficient to allow movement of funds if necessary. Incoming electronic activity (wires & ACH) will automatically update the available balance as these transactions are received.

Positive Pay
Positive pay service is available to the HCRMA. Check register files are uploaded through BOS in either fixed width or comma delimited format. Required fields are check number, date issue, check amount and account number; payee name and void codes are optional. Input is available online for manual checks by entering the check information through the BOS positive pay module. Dual control is recommended for any user to input manual check issue information; separate users should be setup to decision any positive pay exceptions.

The Bank highly recommends dual control to upload check issue information. Files sent via SFTP require an FTP Transmission setup and additional fees will apply. If given edit rights, end user can change check records, change payee or issue date, and delete outstanding items and/or files. Bank can also assist with purging a file or assist with reloading replacement files.

The email alert feature for positive pay exceptions is mandatory for all users entitled to the positive pay module; text alerts are optional but recommended. Authorized users will receive an email at 9:00am CST or optional text notification only when there are exceptions. Exceptions are available for review by 9:00am CST with available images; decisions must be made by 2:00pm CST. In the event no decision is submitted prior to cutoff the default decision is return. The Bank offers the Positive pay correction feature which allows the user to correct exceptions if due to a misread.

The mobile app can also be utilized to review and decision all exceptions with the same capabilities as the desktop version. All “OTC” checks are validated by tellers against the positive pay issue file before cashing a check. Issue files are immediately available for validation purposes upon receipt from the HCRMA, no matter the delivery method. The Bank will attempt to contact the HCRMA when an OTC check is presented, but related issue information is not in the positive pay validation file.

ACH filters are available and managed through the BOS Positive Pay module, allowing pending ACH debits to be reviewed and decisioned online before posting. Payment rules can be setup by the originating ACH company ID to allow those designated by the HCRMA to process without review going forward; dollar thresholds per payment rule are optional, and

rules can be applied as exceptions are reviewed. ACH full debit blocks are available and would prevent all ACH debits from posting to an account without notification to the HCRMA. Exceptions are available for review by 9:00am CST; decisions must be made by 2:00pm CST.

Stop Payments
Stop payments and stop payment renewals can be submitted online. Paper follow-up document is not required. Authorized user will sign onto the online banking with assigned credentials, enter the appropriate check information as prompted (check #, date, dollar amount, payee, reason for stop), and transmit to the Bank. Renewals will follow the same steps. Stop payments are effective for six months from the date of stop payment submission. Deadline for same day stop pay is 6:00pm CST. The HCRMA may view all stop payments submitted online to track current stop payments; the report will reflect date of stop payment submittal, approval, status, check number, account, dollar amount, payee, expiration date (optional) and reason for stop payment (optional). The clearing system will verify the check status before a stop payment can be processed; there is no limit on the amount of history checked.

Positive pay void is another option to return a check in place of a stop pay and renewal. Positive pay void is optional but if utilized would present the check as an exception and can be decisioned "Return" with a "Payment Stopped" reason.

d. Financial Safeguards.
Authorized account signers will designate one or two primary administrators responsible for user access to the online profile; the administrator can add other administrators as needed, and all have the ability to add and modify other users. The Bank recommends dual control for this feature however, single control is available as well.

Each user will be required to authenticate at first time login, or from any new computer. If cookies are erased daily, authentication will be required at each login. Authentication offers a one-time security code delivered to a landline or mobile device; security codes may be delivered via text message to a mobile device (mobile device phone number must be input into the user profile before a text message can be delivered).

Further, the Bank maintains a comprehensive security program designed to protect customer information. The sections below highlight a few areas of our security program.

Strong Authentication
First time login and new devices require temporary security codes delivered out of band (phone or mobile) in order to complete the login process. This multi-step process helps the bank to protect accounts and allows recognition of devices used to sign in. Bank also offers login by token as an optional enrollment request.

Suspicious Activity Monitoring
Behavioral analytic software is utilize to monitor account activity to establish behavior patterns which help detect possible fraud. Contact the client services team or anyone of the bank's team members handling your accounts to report fraud attempts immediately. Fraud can also be reported through the website at the How to Report Fraud section.

Secure Messaging
The Bank utilizes a corporate secure email solution secured by Proofpoint Encryption

(https://protectedmail.plainscapital.com:10020/euweb/login) to share sensitive data.

Encryption Technology
The Bank uses 256-bit encryption technology to protect your username, password and other personal account information when you're using our site. You'll know your information is encrypted when the plainscapital.com page you're on starts with "https://" and you see a lock symbol in your web browser. We also use encryption technology to protect data in transit to third parties and data stored within our corporate systems.

Handling your personal information
When we set up or manage your account information, we are required by law to have your Social Security Number on file. During the normal course of business, we may also obtain other personal or confidential information to support your financial transactions. We use internal policies and technical safeguards to protect and limit access to your personal information and make sure it isn't used inappropriately.

Our employees
Our employees receive regular training and education on topics surrounding security and data privacy. We conduct awareness campaigns to ensure our employees are trained to respond to phishing emails, social engineering and suspicious website links. Our corporate code of conduct is our commitment to supporting the integrity and ethical standards we expect from our employees. The code of conduct includes specific guidelines about how we expect employees to protect confidential information (including your account and personal information), as well as guidelines to limit our employees access to your confidential information and restrict how we use and share information for certain processes and transactions.

e. Institutional/Corporate Trust Services.
PlainsCapital Private Bank thru Wealth Management & Trust provides Corporate Escrow, Paying Agent/Registrar Services. Fees are negotiated at time of request.

f. Safekeeping.
Bank offers safekeeping services through our Wealth Management and Trust Services department. The Bank's depository used for securities safekeeping and clearance is Bank of New York Mellon (BNY).

All securities would be held in a custody account in the HCRMA's name with PCB's Wealth Management and Trust department. The HCRMA will have 24-hour online access (in addition to monthly statements) evidencing the ownership of all securities and confirming all transactions. Bank does not issue safekeeping receipts for book entry securities, but Bank can provide a List of Holdings monthly or upon request.

Online origination of security transactions is not available; however, the HCRMA may monitor transactions online. Bank will provide the HCRMA with settlement instructions for our account at BNY.

For same day cash settlements, the deadline is 10:00a.m. There will be no charge for late submissions however, same day settlement may be withheld if instructions are given after the deadline.

Fees for safekeeping of HCRMA owned investments is as follows:

$35.00 per security purchased; $15.00 per interest payment; $2 per security holding.

g. On-line Computer Capability.

Business Online Services is compatible with the current, generally available versions of the following browsers and operating systems:

Browser	Android OS	Apple iOS	Mac OS	Windows 8	Windows 10
Apple Inc. Safari		X	X		
GoogleChrome	X		X	X	X
Micrsoft Edge					X
Microsoft Internet Explorer				X	X
Mozilla Firefox				X	X

The Bank offers Business Online Services (BOS) with dual control capabilities. All services are available thru one portal 24/7; services include:

❖ **Reporting Module**

- Previous day
  - End of day ledger balances, collected balance and monthly averages for both
  - Transaction details, paid check & deposit ticket images included
  - Summary debit & credit totals
  - EDI reporting
  - ACH Return Item & NOC reporting
- Current day
  - ACH debit & credit transactions
  - Incoming wire reporting
  - Paid checks (please note paid check activity will not be complete until end of day processing)
  - Controlled disbursement totals and transactions
  - Deposits made through remote deposit capture
  - Cash forecasting
- Monthly bank statements and analysis statements
- Saved reports

❖ **Transfers & Payments**

- Internal Account Transfers
  - Transfers are real-time and account available balances referenced on page
  - Transfers can be made from one account to another
  - Transfers can be made from one account to many accounts in one transaction
  - Templates can be created and saved for future use
  - Descriptions can be added and will be referenced on bank statement or file exports
  - Dual control highly recommended for internal account transfers

- ACH Origination
  - Payment / Collection templates supporting all payment types (CCD, PPD, CTX, Web, Tel)
  - Tax and child support templates available
  - Addenda records can be added
  - Detail recipient records can be imported into existing templates from multiple file formats
  - Upload NACHA formatted files
  - ACH Same Day transactions available for both payments & collections
  - Manage ACH NOCs easily; templates with related NOCs are automatically flagged for review and acceptance
  - Origination detail reports can be created and exported in CSV file formats for 90 days
  - Dual control is available and strongly recommended for ACH Origination for both payments and collections
  - Dual control to create ACH Templates is highly recommended before utilization
  - Template transactions or file uploads require token security at the approval stage
  - Real time status reports available online
- Wire Initiation
  - Supports both domestic and international wires (USD$ only)
  - ABA & Swift lookup tools available
  - Wire file import feature available in CSV formats
  - Dual control is available and strongly recommended for online wire initiation
  - Create templates for repetitive use; Dual control to create wire templates is highly recommended before utilization
  - Wire transactions require token security at the approval stage; multiple wires can be approved at once
  - Real time status reports available online
  - Transaction history available for review and export for 90 days

❖ **Account Services**

- Stop Payments
  - Initiate and monitor existing stop payment requests
- ACH Positive Pay
- Check Positive Payee
- Reconciliation
- Remote Deposit Capture

❖ **Administration**

- Dual Control for Administration is available and strongly recommended
- Create new and manage users access and permissions online
- Setup user alerts to be sent via email or text or both

- Create user reports
- Manage additional approval settings

❖ **Mobile Application**

- Transaction Reporting
- Account Transfers
- Approve ACH, wires, positive pay exceptions, and administration setups or changes

Test Demo link available:
www.plainscapital.com/BOSTMdemo

7. Describe interest rates to be paid on deposits of $100,000 or more, interest rates paid on deposits of $100,000 or less, and interest rates paid on U.S. Treasury Bills over $10,000.
The HCRMA can choose from the options below and may change structure throughout the term of the contract as the HCRMA deems necessary.

Option A: Bank offers non-interest-bearing accounts where balances collateralized by authorized securities (up to $10 million in securities available) will earn a monthly earnings credit allowance. Non-interest-bearing accounts will offset bank fees at the rate of the Lower Fed Funds Target Rate, currently 5.25%.

Option B: The HCRMA may choose to sweep all balances to the ICS (Insured Cash Sweep) and earn interest at the Lower Fed Funds Target less 10 basis points, currently 5.15% and pay hard dollar service fees.

Option C: The HCRMA may choose a combination of option A and B using a peg/target balance in non-interest bearing accounts. Non-interest-bearing accounts will earn a monthly earnings credit allowance to offset bank fees at a rate of the Lower Fed Funds Target, currently 5.25%. Anything over the peg/target balance would be swept and earn interest at the ICS rate. ICS rate is based on the Lower Fed Funds Target rate less 10 basis points, currently 5.15%.

Bank is happy to discuss with the HCRMA to ensure enough balances are maintained to offset service fees.

About Insured Cash Sweep: When the Bank places your funds using ICS, funds are automatically transferred from your PlainsCapital transaction account into deposit accounts at other ICS Network banks in amounts below $250,000, the standard FDIC insurance maximum. As a result, you can access FDIC insurance coverage from many institutions while working directly with just one bank. Additional benefits to utilizing the ICS:

- Eliminates the need to manage daily collateral requirements, as all funds in the ICS account are fully insured
- All operating funds are fully insured while earning a competitive interest rate
- Individual ICS accounts can be setup per depository account or utilized with ZBA account structure or combination of both
- Target balances can be maintained for the bank depository account
- ICS balances maintain complete liquidity to fund real-time disbursements
- Participating banks can be excluded if required

- PlainsCapital Bank receives dollar-for-dollar deposits from the IntraFi Network allowing your funds to be reinvested back into your community.

Securities and ICS are authorized investments under the Texas Government Code Title 10 Chapter 2256 Subchapter A Section 2256.003 of the Public Fund Investment Act.

Refer to attachment D for Insured Cash Sweep Service Description and an excerpt from Texas Government Code.

8. Provide any other information that Respondent may deem applicable to the Depository Services that the HCRMA may utilize but has not been directly requested in this RFP.

DELUXE PAYMENT EXCHANGE (DPX)

Deluxe Payment Exchange is an easy, low cost digital solution allows users to process payments quickly and gives the recipient a choice on how to accept payments. Clients can send payments instantly through digital delivery or same day and allow the client to save time and money by cutting down in printing and mailing costs.

Benefits of DPX:

- Reduced Time and Cost: Create and send digital payments in a fraction of the time and cost of sending paper checks manually.
- Powerful Security Features: With fully integrated Positive Pay, DPX automatically sends the issuance file to the bank. Clients no longer need to upload issuance files to the bank or risk forgetting to do so. DPX reduces the opportunity for check fraud by mail by using a secured website for sending and receiving payments. Each eCheck payment includes a proprietary stamp that allows financial institutions to verify authenticity.
- More Flexibility: Deliver payments in just seconds anytime, from anywhere, without the need for printers or check stock. If a client prefers to issue paper checks, the client can choose Print+Mail service and checks will be printed and mailed with enhanced security features for the client.
- Easy Integration: DPX integrates seamlessly into the client's current check-payment process, giving them various methods for initiating payments. Clients can issue directly through the platform, import via CSV file, utilize the direct QuickBooks® integration (for eChecks) or use API for high volumes of payments.
- Simultaneous Remittance Data: Each DPX payment can include up to 8 columns and multiple lines of customizable remittance data, to mirror current AP processes. Additionally, remittance data can be included as an attachment, by submitting it with an eCheck payment.
- Multiple Deposit Options: Recipients can print or deposit checks using available bank deposit methods, including mobile and branch. Direct deposit, deposit to debit card, or to PayPal are optional. Recipient would pay a convenience fee.

9. Please include the following documentation as described below:
   a. Proposed form of contract with the HCRMA as an appendix to the response.
      Refer to attachment C for Sample PlainsCapital Bank Depository Contract.

   b. A letter certifying that the institution satisfies the minimum qualifications listed in this RFP and entitled "Minimum Qualifications for Proposing Institutions".
      Signed letter certifying Minimum Qualifications included in Tab 1.

   c. Provide a statement demonstrating the financial condition of the Bank.

Refer to Annual Report book included in the packet for Hilltop Holdings Inc., most recent audited financial statement and 10-K Annual Report.
Electronic version is available thru the following link:
https://s26.q4cdn.com/460478275/files/doc_financials/2022/ar/2022-hilltop-holdings-annual-report.pdf

10. Indicate whether the Respondent is a certified historically utilized business ("HUB") or disadvantaged business enterprise ("DBE") and of so, provide supporting documentation including evidence of certification through the State of Texas or a Texas regional certification agency.
    PlainsCapital does not qualify as a certified DBE or HUB.

11. Indicate whether the following services will be provided during the term of the contract free of charge:
    a. Operating fund checking account services for as many accounts as may be required by the HCRMA.
    The HCRMA may open and maintain one or more demand account at PlainsCapital Bank. Bank offers non-interest bearing operating accounts which are not restricted on the frequency or types of withdrawals. Bank is offering non-interest bearing transaction account(s) with no minimum balance requirements. Non-interest bearing accounts will offset bank fees at the rate of the Lower Fed Funds Target Rate, currently 5.25%.

    Funds in non-interest bearing account(s) will sweep into a master Insured Cash Sweep (ICS) transaction account to other ICS Network banks in amounts below $250,000, the standard FDIC insurance maximum. Swept funds will earn interest at a rate of 5.15%. Interest will accrue daily and will pay monthly to the ICS account. Bank is happy to discuss with the MRA to ensure enough balances are maintained to offset service fees.
    Refer to response item 7 for "Account Structure" options.

    b. Payroll account services.
    ACH Origination Services
    Bank will provide ACH origination services to the HCRMA as required. Prenotes are not required by the Bank; normal ACH origination fees would apply. Refer to attachment B, for applicable fees.

    ACH transactions can be submitted in three ways:
    - ❖ Online Templates
        - Allows single or batched transactions
        - Transaction payment details can be imported into template
        - Payments & collections available
        - Dual control required for online services and security protocols
        - 4:00CST deadline for submittal

    - ❖ ACH File Upload
        - NACHA formatted file required
        - Dual control required for online services and security protocols
        - 5:00CST deadline for submittal

    - ❖ ACH Direct Send
        - NACHA formatted file required
        - File delivered via SFTP

ACH templates can be built by HCRMA users and maintained online; these are typically used for vendor or one-off payment or collection transactions. Dual control is required with a 4:00pm CST cutoff. Dual control is available and highly recommended for ACH template creation, requiring the template to be approved by another user before it can be utilized.

Additionally, the Bank offers Same Day ACH. Same Day ACH, items and/or files may be uploaded the same day as the effective date by 1:00pm CST. The HCRMA's eligible debits and credits will be processed same day and the payee's account will be debited or credited by 5:00pm local time. It is important to note these transactions may not memo post as "pending transactions" to the receivers account during the day.

Refer to attachment B, for applicable fees.

c. Investment services, counseling and safekeeping service for securities if necessary.
PlainsCapital Bank Private Bank offers investment and safekeeping services. A separate Investment Agency Agreement would need to be executed. Fees are negotiated at the time of request.

d. Storage of paid bonds and interest coupons.
PlainsCapital Bank will store and destroy bonds with respect to those held in the Investment Agency Account refenced in item "c".

e. Destruction of paid bonds and interest coupons with certification of same.
Refer to response "d".

f. Bank money orders and customer checks as required by HCRMA
Cashiers checks are available to HCRMA free of charge.

g. Checks according to quantity, quality, design, and specifications established by HCRMA.
Upon the HCRMA's request, check orders may be facilitated by Bank through Bank's vendor. Price is based on style and quantity ordered. Checks will be provided at cost and automatically debited from HCRMA's account.

h. Stop-payment orders, wire transfers or sweeping of funds.
The HCRMA can issue stop payment orders on items drawn on the disbursement account in accordance with Bank's procedures. Stop payments can be submitted through BOS (online banking) or at bank branch. Stop payments are effective for six months from the date of stop payment submission. The deadline for same day stop payment is 6:00pm.

Domestic wire transfers may be initiated online as a one-time same day or future dated transaction (with no limit to future date). Wires must be submitted and approved before 5:00p.m. for same day wire to go out. All wires (including same day and future dated) must be approved by 5:00pm on the day the wire was submitted. Any wire not approved before 5:00pm will not be processed. Repetitive wires may also be generated based on pre-established templates. The Bank recommends wires be submitted under Dual Control. Wires may also be faxed, emailed, or delivered to the branch in the event the system is unavailable. Fees will be charged through account analysis. Account Analysis fees may be offset by the earnings credit earned in non-interest bearing accounts as described in response item 7. Refer to attachment B for proforma analysis statement.

i. Internal service fees on accounts.
Fees will be charged through account analysis. Account Analysis fees may be offset by the earnings credit earned in non-interest bearing accounts as described in response item 7. Refer to attachment B for proforma analysis statement.

j. Tendering overdrafts (provide aggregate funds in other accounts are in amount sufficient to meet the overdraft and minimum balance).
HCRMA shall avoid overdrafts on any of its individual accounts and shall take prompt action to cover overdrafts in any single account. All overdrafts are viewed as extensions of credit and must be reviewed on an individual basis. Daylight overdrafts will be approved at Bank's discretion.

Aggregation of accounts and balances will be used in the decision making for approval of overdrafts. Bank will promptly notify the personnel of overdraft condition. The fee for overdrafts, should one occur, will incur a fee of $20. Interest at 3.5% plus Prime for negative overnight collected balance positions is accessed only on days when there is a negative collected balance in all non-interest bearing transaction accounts combined. Overdraft fee and interest are charged at the account level.

k. Describe any additional services provided without charge.

12. Specify any fees required for financial services.
Fees for safekeeping of HCRMA owned investments are $35.00 per security purchased; $15.00 per interest payment; $2 monthly per security holding. Fees may be deducted from demand transaction account.

EVALUATION PROCESS: After the deadline for receipt of RFP's, an evaluation committee will review all proposals utilizing the evaluation criteria noted below.

EVALUATION CRITERIA:
The following criteria and rating points (100 points maximum) will be used to evaluate the proposal:

1. Experience of the Individuals Assigned to the Account (0-20 points)
2. Access to Individual that has Authority to Make Decisions (0-10 points)
3. Depository Services including but not limited to: Collections Processing, Disbursement Processing, Currency Services, Account Reconciliation, Cash Management Services, Security, Collateral, Trust Services, Safekeeping, On-Line Computer Capability, Training, Reports (Timely and User-Friendly) (0-20 points)
4. Cost of Services (0-15 points)
5. Local Presence/DBE Commitment (0-5 points)
6. Financial Institution's past and prospective financial condition (0-20 points)

7. Net rate of return on HCRMA funds (0-10 points)

SELECTION PROCESS: The HCRMA reserves the right to interview respondents from a "short list" of eligible firms or to select directly from the qualified respondents that submit proposals. Scoring of the proposals will be based on the criteria above. Final scoring will occur following interviews of short-listed teams (if any interviews are conducted). The scoring will lead to a recommendation by the staff of the HCRMA. The recommendation of staff or selection committee will be forwarded to the Board of Directors of the HCRMA. The Board of Directors will make the final selection of a respondent and authorize entry into the contract.

CONFLICTS OF INTEREST: Respondents must disclose conflicts of interest by identifying each and every matter in which the respondent has, within the past three calendar years, represented any entity or individual with an interest adverse to the HCRMA, Federal Highway Administration, 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. Respondent must complete Exhibit A of this RFP.

Provide a list of governmental entities located in Hidalgo County to which services have been provided in past three (3) calendar years. Briefly describe the services provided for each governmental entity in an appendix to the response. The appendix will not be considered part of the ten (10) page limit. In addition respondents must comply with the HCRMA's Conflict of Interest Policy. The Conflict of Interest Policy, the list of Key Personnel, and the Disclosure Form can be obtained from the HCRMA website or from the Contact Person indicated below.

CONTRACT AWARD: The award date for this contract is anticipated in March 2024. The HCRMA does not guarantee that a contract will be awarded as a result of the RFP. In the event that a contract are awarded, but the contract is not executed, the HCRMA does not guarantee that the contract will be re-awarded.

INQUIRIES: Any informational questions regarding this RFP may be directed to Maria Alaniz, Executive Assistant, in writing via CivCAST, **no later than 4:00PM, CST, February 23, 2024**.

ANTI-LOBBYING: Respondents shall restrict all contact with the HCRMA Board of Directors and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the points of contact. Failure to comply with this procedure may result in disqualification.

RELEASE OF INFORMATION AND OPEN RECORDS: All proposals, once submitted, are deemed to be the property of the HCRMA. Response documents may be subject to public disclosure under the Texas Public Information Act ("PIA"). Any material deemed to be proprietary, confidential, or otherwise exempt from disclosure under the PIA must be clearly marked as such. If a PIA request is received during the pendency of this procurement that might cover all or part of an RFP response, the HCRMA will attempt to notify the respondent.

HISTORICAL DATA: Since 2015, the depository bank for the HCRMA has been PlainsCapital Bank. The HCRMA currently has one (1) account with the bank and four (4) credit cards. The HCRMA has had no international currency exchange transactions. Below is a 3-month analysis.

	DEPOSITS		DISBURSEMENTS				
	No. of Trans.	Total	No. of Checks	No. of ACH	Total	Average Available Balance	Banking Fees
December 2023	7	$827,075	7	14	$177,080	$497,685	$0
November 2023	5	$108,432	7	14	$170,096	$722,716	$0
October 2023	4	$79,758	6	14	$161,618	$772,795	$0

DELIVERY AND DEADLINE FOR SUBMISSION OF RESPONSES: Sealed proposals must be received at the office of Pilar Rodriguez, Executive Director, HCRMA, 203 West Newcombe Avenue, Pharr, Texas 78577, **4:00 PM**, **March 1, 2024,** for consideration. Each firm should submit three (3) complete hardcopy sets and a PDF version on a flash drive of their proposal to the Authority no later than this date and time in a sealed envelope indicating that its contents are in response to the Request for Proposals for **"Banking Depository Services – HCRMA – 2024-02"**

EXHIBIT A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

3/1/24

Date

ADDENDUM 1

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 Section 2271.002, Texas Government Code, 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 Section 2274.002, Texas Government Code, 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 Section 2274.003, Texas Government Code, 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

CONTRACTOR: PlainsCapital Bank

By: _____ Date: 3/1/2024

Name: Larry Gonzalez Title: Upper Rio Grande Valley Market President

February 2, 2024

Confidential and Proprietary

Hidalgo County Regional Mobility
Operating Account
January, 2024

PlainsCapitalBank

Average Balances on Deposit

Collected Balance Disclosure	
Ledger	207,424.27
- Float	1.06
= Collected	207,423.21
Positive Collected	207,423.21
Negative Collected	0.00
Investable Balance Disclosure	
Average Collected Balance	207,423.21
- Reserve Requirement	0.00
= Investable Balance	207,423.21

Services Performed

Services Performed	Volume	Price	Total Fee	
ACCOUNT MAINTENANCE				
COMMERCIAL DEPOSIT RATE	207,424	.001000	16.44	A
ANALYSIS MAINTENANCE	1	20.0000	20.00	A
Subtotal - Account maintenance			**36.44**	
DEPOSIT SERVICES				
IMAGE CLEAR DIRECT CHECKS	1	.1200	0.12	A
BRANCH DEPOSITS	1	1.2500	1.25	A
ACH CREDITS	4	.3500	1.40	A
Subtotal - Deposit services			**2.77**	
CLEARING SERVICES				
CHECKS PAID	4	.2500	1.00	A
ACH DEBITS	21	.3000	6.30	A
Subtotal - Clearing services			**7.30**	
FUNDS TRANSFER				
INCOMING WIRES	1	15.0000	15.00	A
WIRE MODULE	1	30.0000	30.00	A
Subtotal - Funds transfer			**45.00**	
ACH SERVICES				
ACH ORIGINATED DEBIT / CREDITS	15	.1600	2.40	A
ACH MODULE	1	30.0000	30.00	A
ACH REPORTING	1	20.0000	20.00	A
Subtotal - Ach services			**52.40**	
CASH MANAGEMENT SERVICES				
INSURED CASH SWEEP	**0**	20.0000	0.00	
Subtotal - Cash Management Services			**0.00**	

INFORMATION REPORTING				
BOS - PER ACCOUNT FEE	1	20.0000	20.00	A
BOS - PER ITEM	30	.0700	2.10	A
Subtotal - Information reporting			**22.10**	
REMOTE DEPOSIT CAPTURE				
RDC PER ITEM		0.0500	0.00	
RDC SINGLE FEED PACKAGE		50.0000	0.00	
Subtotal - Information reporting			**0.00**	
Total Analyzed			166.01	

Analysis Results

Required Balance Disclosure	
Balance Required For Services	39,907.14
= Total Required Balance	39,907.14
Balance Position Disclosure	
Balance Position Basis	207,423.21
- Total Required Balance	39,907.14
= Balance Available for Other Service	167,516.07
Earnings Credit Amount	862.85
- Analyzed Fees	166.01
= Net Analyzed Result	696.84
Fee-Based Result	**0.00**

Net analyzed credit of $696.84 will be waived.
1.00 of fees is equal to $240.39 of Investable Balance.
Investable Balance receives an earnings credit of 5.2500%.

For the purpose of this proposal, pricing information is **Confidential and Proprietary** due to discounted prices offered specifically to the HCRMA.

Pricing for services utilized, but not listed, will be charged at the bank's then published rates and billed via account analysis where applicable.

PLAINSCAPITAL BANK DEPOSITORY CONTRACT

This PlainsCapital Bank Depository Contract (this "Contract") is entered into as of this ___ day of _____, 20__ (the "Effective Date"), by and between PlainsCapital Bank, a Texas state banking association ("Bank") and _____, a _____ ("Customer").

WHEREAS, pursuant to the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Act"), Customer qualifies as a Public Entity;

WHEREAS, Customer has designated Bank as a depository institution for certain of its funds and Bank has agreed to act as a depository institution for such funds in accordance with the Act, which Act requires that Bank secure such deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation (the "FDIC"), by pledging certain securities ("Eligible Securities") of any type permitted by the Act to be held by Custodian (as defined below) as set forth herein; and

WHEREAS, Customer and Bank wish to enter into this Contract to set forth the terms applicable to the aforementioned depository relationship.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Customer hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Act.

2. Designation of Depository. Customer, through action of its Board of Directors or other governing body (the "Board"), hereby designates Bank as a depository of funds for the period beginning on the Effective Date and continuing through and including _____ (the "Term").

3. Designation of Authorized Representatives. Attached hereto as Exhibit A is a copy of Customer's Resolution, which has been provided to Bank, containing the names and signatures of those Customer authorized representatives (each a "Customer Authorized Representative" and collectively, "Customer Authorized Representatives"), as designated by the Board, who may transact business pursuant to this Contract on behalf of Customer, which Resolution may be changed or modified from time to time at the discretion of Customer; provided, however, that any such changes or modifications shall not be effective until Bank has received notice of any such changes or modifications and has had a reasonable opportunity to incorporate the same.

4. Grant of Security Interest. Bank hereby grants to Customer a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Customer (the "Collateral"). Until Customer has the right to compel sale of the Collateral under Section 9 hereof, Custodian shall act only in accordance with the joint instructions of Bank and Customer with regard to the Collateral; provided, however, that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 7 hereof. All funds on deposit with Bank to the credit of Customer, inclusive of any applicable interest, in excess of FDIC insurance shall be secured at all times by the Collateral.

5. Custodian. Customer acknowledges and agrees that The Federal Reserve Bank of Dallas, and/or any such other entity as may be designated by Bank from time to time in its sole and absolute discretion, shall serve as Custodian hereunder. Customer hereby agrees to complete the custodial

SAMPLE

agreement attached hereto as Exhibit B and to deliver such completed custodial agreement to Bank simultaneously with the delivery of its executed copy of this Contract. Customer further agrees to complete such additional custodial agreements or other similar and/or related documents as may be provided by Bank from time to time in accordance with this Section 5.

6. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during the Term hereof must be in an amount not less than _____ percent (___%) of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

7. Substitution of Collateral. Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution advice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. Customer may require Bank to obtain prior authorization from Customer for any such substitution of Collateral by providing Bank with written notice of such requirement; provided, however, that (a) in no event shall Customer unreasonably withhold, condition or delay its authorization of any such substitution of Collateral, and (b) Bank shall have a reasonable time to act upon any such written notice once received by Bank.

8. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository institution under applicable law with respect to the collateralization of the funds of Customer on deposit with Bank, including the duties and obligations required under the Act. At the expiration of the Term of this Contract, Bank shall turn over to any successor depository designated by Customer all funds held by Bank as depositary. Bank will furnish to Customer a monthly statement listing a description of the Collateral, which shall specify the par value, the market value and the maturity date of each component of the Collateral.

9. Default and Remedies. If Bank (a) fails to perform its obligations under Section 8 hereof, (b) is declared insolvent, or (c) has a receiver is appointed for Bank (whether (a), (b) and/or (c), a "Default"), Customer may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank not less than seven (7) business days' prior written notice of such Default with an opportunity to cure the same within such seven (7) day period, and if Bank fails to cure such Default, Custodian shall proceed to sell the specified Collateral in accordance with Customer's instructions and upon receipt of sufficient evidence from Customer showing (x) the alleged Default, (y) the giving of proper notice to Bank and (z) Bank's failure to cure such Default. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Customer, and any excess proceeds shall be returned to Bank.

10. Termination. This Contract may be terminated at any time by either party following the expiration of the Term by giving sixty (60) days' prior written notice to the other party.

11. Assignment. This Contract may not be assigned in whole or in part by either party without the prior written consent of the non-assigning party.

12. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws rules.

13. Other Agreements. Notwithstanding anything to the contrary contained herein, all deposit accounts of Customer at Bank, and all services provided to Customer by Bank, shall be subject to that certain PlainsCapital Bank Commercial Deposit Account Agreement and those certain Treasury

SAMPLE

Management Services Terms and Conditions (together, the "Additional Account Documents"), in effect from time to time, and as modified from time to time by Bank in accordance with the provisions of such Additional Account Documents.

14. Severability. If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provisions shall be fully severable; this Contract shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Contract.

15. Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

16. Waiver. No waiver of any provisions or of any right or remedy hereunder shall be effective unless in writing and signed by both parties' authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder, shall constitute a waiver of any right or remedy, or future exercise thereof.

17. Notice. Any notice given by either party hereunder shall be deemed served, if delivered in person to the office of the representative authorized and designated in writing to act for the respective party, or upon receipt on a regular business day by the recipient if via fax with an electronic confirmation; or three business days after deposit in the U.S. mail, return receipt requested, properly stamped with the required postage and addressed to the office of such representative, at the respective addresses set forth below.

If to Bank:	If to Customer:
PlainsCapital Bank	_____
_____	_____
_____	_____
_____	_____

18. Headings. Headings used in this Contract are for convenience and reference purposes only and may not be used in interpreting this Contract.

19. Entire Agreement. This Contract constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be amended or modified except by writing signed by both parties.

20. Multiple Counterparts. This Contract may be executed in separate or multiple counterparts by the parties, and all such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties. An electronic or facsimile transmission of a signed counterpart of this Contract shall be sufficient to bind the party or parties whose signature(s) appear thereon.

Remainder of Page Intentionally Left Blank. Signature Page Follows.

SAMPLE

IN WITNESS WHEREOF, Bank and Customer have caused this Contract to be executed by their duly authorized representatives as of the Effective Date hereof.

BANK:

PlainsCapital Bank,
a Texas banking association

By: _____
Name: _____
Title: _____

CUSTOMER:

_____,
a _____

By: _____
Name: _____
Title: _____

SAMPLE

EXHIBIT A

RESOLUTION

(Attached)

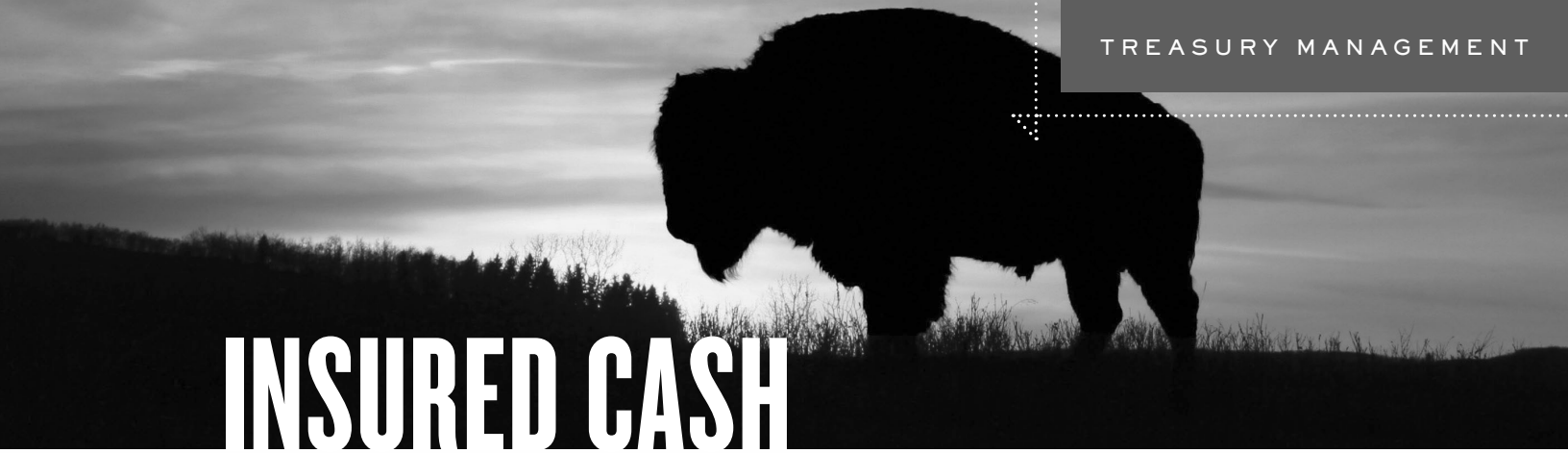
SAMPLE

EXHIBIT B

CUSTODIAL AGREEMENT

(Attached)

SAMPLE



INSURED CASH SWEEP SERVICES

INSURED CASH SWEEP

Insured Cash Sweep (ICS) services provided by PlainsCapital Bank, which leverage the DDA Option of the IntraFi℠ Network Deposits℠, allow you to place your funds into a demand deposit account and:

Rest assured knowing your funds are eligible for multi-million-dollar FDIC insurance that's backed by the full faith and credit of the U.S. government.

Earn returns and put your money to work for you.

Access your funds with unlimited program withdrawals (using the ICS demand option).

Support your community by keeping the full amount of your deposit local.[1]

Eliminate the ongoing tracking burdens associated with collateralization and the need to footnote uninsured deposits in financial statements if you are accustomed to these practices.

MONITOR YOUR ACCOUNTS ONLINE

You will receive a regular monthly statement showing your ICS balances and other key information. And you can check your ICS balances and track other important information online, 24/7, through a specifically designated Depositor Control Panel. Your confidential information remains protected.

HOW DOES IT WORK?

When PlainsCapital Bank places your funds using ICS, your deposit is sent from your PlainsCapital transaction account into deposit accounts at other IntraFi Network Deposits banks in amounts below $250,000, the standard FDIC insurance maximum. As a result, you can access FDIC insurance coverage from many institutions while working directly with just us.

CONTACT US

Contact us for more information on Insured Cash Sweep.

TreasuryManagement.com@plainscapital.com

PLAINSCAPITAL.COM

[1]When deposited funds are exchanged on a dollar-for-dollar basis with other banks in the IntraFi℠ Network Deposits℠, a participating institution can use the full amount of a deposit placed through DDA Option for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent to certain types of DDA Option transactions, the bank may choose to receive fee income instead of deposits from other banks. Under these circumstances, deposited funds would not be available for local lending. Placement of funds through the DDA Option service is subject to the terms, conditions, and disclosures in the service agreements, including the Deposit Placement Agreement ("DPA"). Limits and customer eligibility criteria apply. Although funds are placed at destination banks in amounts that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA"), a depositor's balances at the relationship institution that places the funds may exceed the SMDIA (e.g., before DDA Option settlement for a deposit or after DDA Option settlement for a withdrawal) or be ineligible for FDIC insurance (if the relationship institution is not a bank). As stated in the DPA, the depositor is responsible for making any necessary arrangements to protect such balances consistent with applicable law. If the depositor is subject to restrictions on placement of its funds, the depositor is responsible for determining whether its use of DDA Option satisfies those restrictions. DDA-MMDA Option are registered service marks of the IntraFi Netwrok LLC.

PlainsCapital Bank

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Using ICS® for Public Funds

In the State of Texas

Texas Government Code
Title 10 General Government
Subtitle F State and Local Contracts and Fund Management
Chapter 2256 Public Funds Investment
Subchapter A Authorized Investments for Government Entities
Sec. 2256.003. Authority to Invest Funds; Entities Subject to this Chapter.

(a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

(1) a local government;
(2) a state agency;
(3) a nonprofit corporation acting on behalf of a local government or a state agency; or
(4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

Sec. 2256.002 Definitions

* * *

(7) "Local government" means a **municipality, a county, a school district**, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

Sec. 2256.009: Authorized Investments: Obligations of, or Guaranteed by, Governmental Entities

[As amended; effective immediately]

(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

* * *

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or
(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or
(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;
(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
(D) the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

(i) the depository institution selected as described by Paragraph (A);
(ii) an entity described by Section 2257.041(d); or
(iii) a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Texas Municipal Utility Districts (MUD)
Sec. 49.157 of the Texas Water Code provides that "All district [MUD] investments shall be governed by Subchapter A, Chapter 2256, Government Code [See Sec. 2256.009(a)(8) above].

PlainsCapitalBank

RELATED EXPERIENCE

At PlainsCapital Bank, Relationships Come First. PlainsCapital Bank has held fast to its tried and true relationship-based culture and its commitment to financial strength and stability. PCB bankers are renowned for their straightforward approach and for taking exceptional care their clients. They bring both financial and industry expertise along with vast local market knowledge to each client relationship. The actions and decisions of PlainsCapital employees are grounded in a set of shared personal values that include: Collaboration, Adaptability, Respect, Excellence and Integrity.

REFERENCES

City of McAllen
Sergio Villasana Jr., CPA, CIA, CGFO, CPM
956-681-1081
svillasana@mcallen.net
McAllen, TX 78501
Bank Depository Contract Services
3 years under current contract, 18 years consecutively

Valley International Airport
Ron Mustard, Director of Finance
956-430-8608
ron@flythevalley.com
Bank Depository Contract and Safekeeping Services
2 years under contract

City of Donna
David Vasquez, Finance Director
956-464-6913
dvasquez@cityofdonna.org
Donna, TX 78537
Bank Depository Services
23 years consecutively

City of Port Isabel
Linda Chullino, Finance Director
956-943-2682
financedirector@copitx.com
Bank Depository Services
23 years consecutively

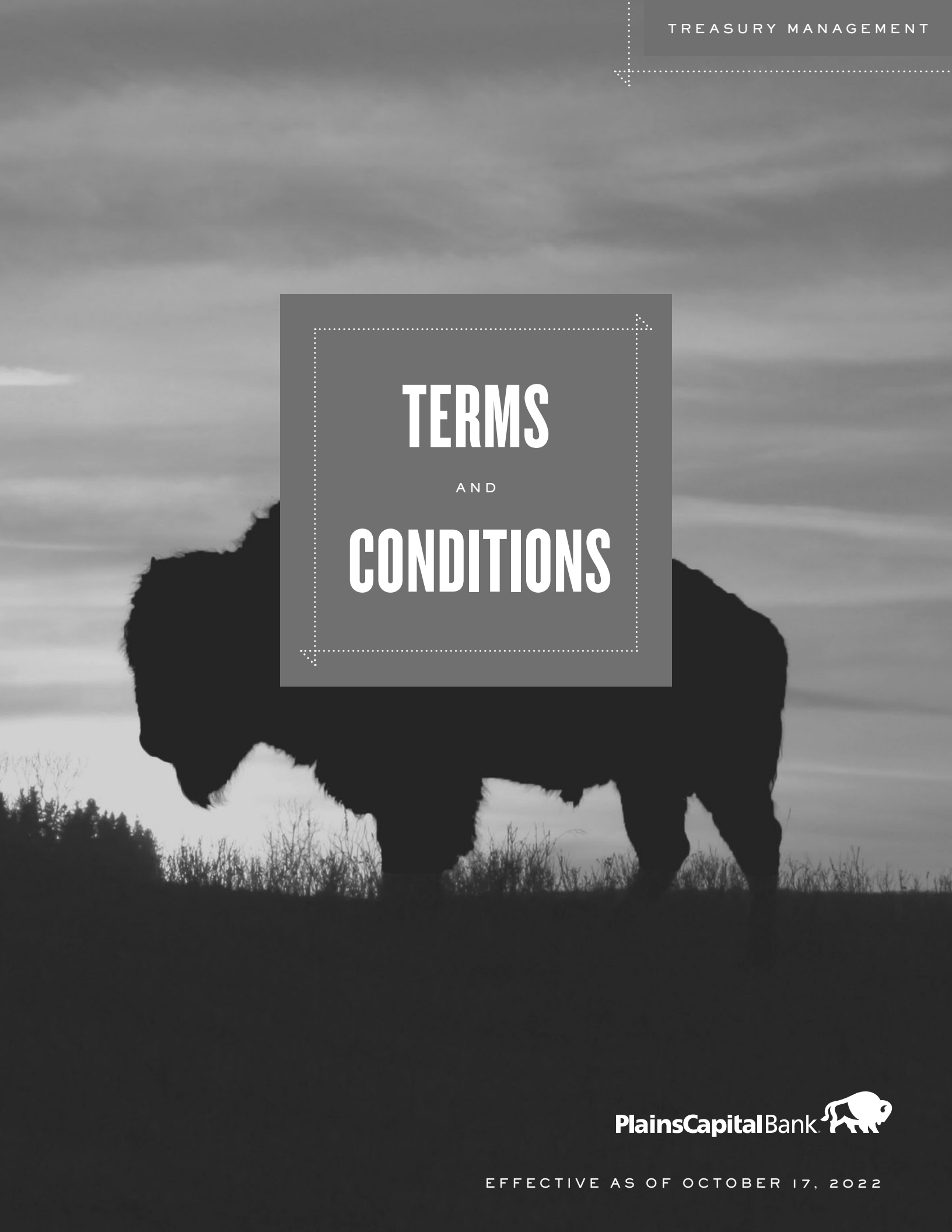
City of Harlingen Waterworks
Ron De La Garza, Finance Director
956-430-6120
rdelagarza@hwws.com

PlainsCapital Bank

Bank Depository Contract and Safekeeping Services
1 year under contract

Point Isabel Independent School District
Christy Gonzalez, Chief Financial Officer
956-943-0020
cgonzalez@pi-isd.net
Bank Depository Services
7 years under current contract, 22 years consecutively

PlainsCapital Bank currently collateralizes over 140+ Texas Public Fund clients.



TERMS AND CONDITIONS

PlainsCapital Bank

EFFECTIVE AS OF OCTOBER 17, 2022

You ("Customer", "you" or "your"), request that PlainsCapital Bank, a Texas state banking association (together with its successors and assigns, ("Bank", "we", "us", or "our") provide treasury management services (each a "Service") in connection with your PlainsCapital Bank Commercial Deposit Account(s) or Consumer Deposit Account(s), where applicable (individually and collectively, the "Account(s)"). You acknowledge receipt of our PlainsCapital Bank Commercial Deposit Account Agreement and Services Disclosure and/or our PlainsCapital Bank Consumer Deposit Account Agreement and Services Disclosure where applicable (the PlainsCapital Bank Commercial Deposit Account Agreement and the PlainsCapital Bank Consumer Deposit Account Agreement are referred to herein collectively as the "Deposit Agreement"). For each Service, this Agreement, the Service Description, together with any user documentation and Service Application for that Service (collectively, the "Service Documentation") provided or made available to you separately, together with our Deposit Agreement, as each may be modified or amended from time to time, contain the terms and conditions governing our provision of that Service to you, and any of your subsidiaries or affiliates on whose behalf you are acting. By execution of your application for Services, you and such subsidiaries and affiliates agree to be bound by such terms and conditions. The terms "Customer", "you" or "your" as used in the Service Documentation mean you and any such subsidiary or affiliate. Additional copies of this Agreement are made available to you, and you may obtain additional copies of this Agreement (the most current version) at plainscapital.com/treasuryterms.

A. Applicable Terms of All Treasury Management Services

1. Representations and Warranties; Beneficial Owners

Customer represents and warrants to Bank, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained.

Customer understands and agrees that for certain types of legal entities, on and at any point after the commencement of our Service relationship with Customer, Bank may require Customer to identify, verify and certify each individual who, directly or indirectly, holds an ownership interest of twenty five percent (25%) or more in the entity, and an individual who has significant responsibility to control, manage, or direct the entity ("Beneficial Owners" as defined in the Code of Federal Regulations). If Customer is obligated to identify and/or certify Beneficial Owners at the time of Customer's Service Application, Customer shall be responsible for notifying Bank of any subsequent change in identified and/or certified Beneficial Owners as soon as practicable in a form and manner acceptable to us.

2. Change in Terms / Amendments to Service Documentation

Bank reserves the right to change these Terms and Conditions as well as the terms, conditions, fees and charges contained in the Service Documentation for any Service after sending you thirty (30) days' prior notice of such change in writing or electronically or by printing a message on, or enclosing a message with, your bank account statement or account analysis statement; provided, no amendment will apply to a dispute between Customer and Bank of which Bank received actual notice prior to the date when Bank sends the aforementioned prior notice of such change. If you do not wish to be bound by any such change, you may discontinue using the affected Service before the change becomes effective. If you continue to use a Service after the change becomes effective, you will be bound by the change. Any written notice relating to a Service will be sent to you at your primary address as shown in our current system records. You agree to waive any claim or defenses that you failed to receive any such notice relating to a Service and are presumed to have received such notice.

3. Authorized Signers and Users

Customer shall appoint certain authorized signer(s) on the PlainsCapital Bank Commercial Signature Card or in such other format or medium as described in this Agreement or as may be agreed by Bank (each person so appointed, being an "Authorized Signer" and collectively "Authorized Signers"). Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under the Service Documentation and may enter into all transactions contemplated therein and herein, including, without limitation, selecting Services for the benefit of Customer, appointing agents to act on behalf of Customer in the delivery of Services and signing additional documentation that may be necessary to implement Services. The Authorized Signer(s) may appoint agents to use the Services provided for the benefit of Customer ("Authorized Users"), who may be Authorized Signers. Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Service Documentation or other document(s) establishing the Authorized Users' responsibilities. Customer may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice and execution of additional documentation as may be required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

4. Inspection of Documents, Forms, and Instruments

Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Approval of such documentation does not constitute Bank's agreement to be bound by any terms set forth on such documentation (such as required minimum number of signatures or the validity of an item after a period of time). All such terms must be expressly agreed to in writing by Bank. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, Service Documentation, signature cards, test tapes, transmissions, corporate resolutions and other documents. Bank may also request samples of Customer's checks, drafts, deposit slips and similar items to ensure, in Bank's sole discretion, whether such items meet Bank's quality control and processing standards. In the event that Bank determines that any item or test does not meet its specifications, Bank will so advise Customer. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

5. Business Days

Unless otherwise expressly provided in the Service Documentation, a "Business Day" shall mean every Monday through Friday on which Bank is open for banking business. Saturdays, Sundays, and all Federal holidays are excluded.

6. Security Procedures

Bank and Customer will agree in writing to one or more commercially reasonable security procedures that, where required in writing for a Service, must be used by Bank and Customer in connection with the Service(s). As used in this Agreement, a "security procedure" means any procedure established by a written agreement between Customer and Bank for the purpose of (a) verifying a payment order, transaction or service change order, purporting to have been received from Customer, or communication purporting to amend or cancel an existing payment order, transaction or service change order of the Customer, or (b) detecting error in the transmission or content of such payment order, transaction, service change order or communication. Bank's security procedures may include, without limitation, authentication procedures described in Bank's documentation related to the particular Service(s) or the Deposit Agreement applicable to Customer's account, including, without limitation, algorithms or other codes, identifying words or numbers, encryption, callback procedures, or similar security devices. **Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure, or in accordance with any security procedure chosen by Customer after Bank offered and Customer**

refused a commercially reasonable security procedure, including, without limitation, any authentication procedure. Customer understands and agrees that any security procedure chosen by Customer after Bank offered and Customer refused a commercially reasonable security procedure will be deemed to be commercially reasonable, and that Customer will be bound by any payment order, transaction or service change order, whether or not authorized, that is issued in Customer's name and accepted by Bank in compliance with any security procedure chosen by Customer. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures from time to time.

7. Access

Customer shall be solely responsible for the access of Authorized Users to Services. Access to Services will be controlled through the use of Customer IDs, user or login IDs, passwords, private keys or other security devices ("Security Credentials") including, without limitation, as described in the Deposit Agreement applicable to Customer's account. Customer understands and acknowledges that Customer is solely responsible for maintaining its own internal security and control over its access to Services including, without limitation, Customer IDs, user or login IDs, passwords, private keys and other security devices utilized by Customer. Customer agrees to use the utmost care in giving any Authorized User access to use one or more of the Services. Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service.

8. Duty to Notify of Internal Security Compromise

Customer acknowledges and agrees that, if Customer has reason to believe that its internal security and/or control over information for access to Services including, without limitation, Customer IDs, user or login IDs, passwords, private keys and other security devices utilized by Customer, has been compromised. has become known to an unauthorized person (whether or not employed by Customer), or has been used without Customer's authorization, Customer shall notify Bank AT ONCE by telephone at Bank's Customer Service number, and shall confirm such notification in writing within one (1) business day.

9. Indemnification and Liability; Third Party Claims

a**. Indemnification; Third Party Claims**. To the fullest extent permissible under applicable law, except for those losses caused directly by Bank's gross negligence or willful misconduct, Customer agrees to indemnify, defend and hold Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (a) any Services performed in connection with this Agreement, (b) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of Customer, (c) Customer's breach of any of Customer's covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (d) Customer's breach of applicable NACHA Operating Rules and Guidelines ("NACHA Rules") or the Security Procedures. In addition to other indemnification and liability provisions elsewhere in this Agreement or the Deposit Agreement applicable to Customer's account, Customer will be liable for, and will hold harmless and indemnify Bank, its officers, directors, shareholders, agents, employees, subsidiaries and affiliates, and their respective officers, directors, agents and employees from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of Customer's failure to report required changes, transmission of incorrect data to Bank, unauthorized disclosure of the Security Credentials, or failure to maintain compliance with the Security Procedures and the NACHA Rules.

b. Limitation of Liability; Statute of Limitations. TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER IN CONNECTION WITH YOUR ACCOUNT(S) OR A SERVICE, IN NO EVENT OR CIRCUMSTANCE WILL EITHER PARTY TO THIS AGREEMENT OR ITS RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY ACTION THAT EITHER PARTY TAKES OR FAILS TO TAKE, WHETHER ANY SUCH CLAIM IS BASED ON CONTRACT OR TORT OR OTHER DUTY IMPOSED AT LAW, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account, and is not intended to and will not avoid or limit your liability or responsibility for payment of attorney's fees, costs and court costs or other costs or expenses for which you are liable or responsible under other provisions of this Agreement. Additionally, to the extent permitted by law and unless a different time period is stated in this Agreement, any action, claim, suit or proceeding for damages against Bank, resulting in any respect from Bank's acts or omissions in its performance under or non-performance with this Agreement, must be brought within two (2) years of the date of Bank's alleged act or omission.

10. Confidentiality

Customer and Bank represent, warrant and mutually agree that all security procedures or any security codes, keys, personal identification numbers, digital certificates/signatures or template numbers ("Codes"), will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services, or as required by applicable law or ordered by a court or arbitrator(s) of competent jurisdiction, other than as follows: (i) to Customer's or Bank's accountants or persons with a need to know for purposes of preparing financial statements and/or tax returns; (ii) in response to the requirements of any regulated lending institution, (iii) to the Internal Revenue Service or other taxing authority, or (iv) to any governmental or bank regulator or regulatory agency. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer is solely responsible for the procedures to assure the internal confidentiality of its own security procedures, security devices and Codes and assumes all risk of accidental disclosure or inadvertent use of any security device by any party whatsoever, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its agents have reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer), Customer shall notify Bank AT ONCE by telephone and confirm such verbal notification in writing to Bank within twenty-four (24) hours. Bank will replace the security procedures and Codes in accordance with Bank's security procedures. Bank reserves the right to change any or all of the security procedures or codes by giving verbal or written notice to the Customer. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement.

11. Instructions; Electronic Records and Signatures

Customer consents and agrees to the use of electronic signatures and records with respect to the use of any Service. Except as otherwise expressly provided in this Agreement, Customer agrees that Bank may act and/or rely on any oral or written instruction or communication that Bank believes in good faith to be genuine and to have been initiated by or come from an Authorized Signer, an Authorized User or a Collection Authorized User of the Customer including, without limitation, instruction or communication by telephone, facsimile transmission, e-mail or other electronic method. Any such instruction or communication will be deemed to have been authorized by Customer without independent verification by Bank. Customer agrees that Bank's records of any such communication or instruction shall be conclusive evidence of the actual communication or instruction by Customer to Bank.

12. Unsecured Electronic Transmissions and Instructions

Customer acknowledges that the use of facsimile transmission, voice mail, unencrypted e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmissions") are inherently unsecure communication methods including, without limitation, due to the possibility of error, delay, and observation, corruption, modification, hacking or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it believes in good faith to have been initiated by an Authorized Signer or Authorized User of

Customer. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER'S SENDING OF INSTRUCTIONS AND REQUESTS TO BANK VIA UNSECURED ELECTRONIC TRANSMISSIONS IS IN VIOLATION OF BANK AND NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION POLICY AND PROCEDURES. CUSTOMER UNDERSTANDS AND AGREES THAT BANK SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY CUSTOMER IN RELATION TO AN UNAUTHORIZED PERSON GAINING ACCESS TO ANY SUCH UNSECURED ELECTRONIC TRANSMISSIONS. CUSTOMER ALSO ASSUMES ALL RISKS, AND BANK SHALL NOT BE LIABLE FOR ANY LOSS THAT RESULTS FROM THE NON-RECEIPT, DISCLOSURE, ALTERATION, CORRUPTION OR MODIFICATION OF ANY SUCH UNSECURED ELECTRONIC TRANSMISSION. IF CUSTOMER ELECTS TO SEND UNSECURED ELECTRONIC TRANSMISSIONS, CUSTOMER AGREES TO INDEMNIFY AND HOLD BANK HARMLESS FROM ANY LOSS, COSTS OR EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, ARISING FROM OR RELATING TO BANK'S ACTION IN RESPONDING TO ANY E-MAIL OR OTHER UNSECURED ELECTRONIC TRANSMISSION THAT BANK BELIEVES IN GOOD FAITH TO HAVE BEEN INITIATED BY AN AUTHORIZED SIGNER OR AUTHORIZED USER OF CUSTOMER.

13. Telephone Recording

Customer acknowledges, agrees and consents on behalf of itself, and its Authorized Signers or Authorized Users , that Bank may monitor and record telephone conversations for the purpose of quality assurance, training, and wire transfer confirmation, at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in Bank's discretion, and Bank shall have no liability for failing to do so.

14. Computer Equipment and Software

Many Services require the use of computer hardware, software and web browser or other equipment. Customer is solely responsible for maintaining its computer, device and equipment in good working order, with the necessary compatibility, format and Internet Service Provider ("ISP") account or services to interface with Bank's systems, including, without limitation, the ability to support Bank's security procedures. Customer agrees to install and run upgrades and other system enhancements within a reasonable time of being requested to do so by Bank, and to install, run and regularly update a virus protection program and operating system patches on Customer's computer, device or other equipment. License Agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements (following Customer's review of the same) whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank (other than software developed solely for the Customer) and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Customer may also incur additional related expenses for additional items, including, but not limited to, telephone service or Internet service charges related to the use of the Services. Customer is also responsible for the costs of any communication lines and any data processing charges payable to third parties. Customer agrees that it is solely responsible for the operation and maintenance of all equipment used in connection with Services and will ensure that the vendor recommended maintenance is conducted by trained personnel, whether they are employees of the Customer or third party employees. Customers shall only use hardware approved by Bank, or purchase or lease the hardware, including but not limited to image scanners and personal computers. Bank makes no representations or warranties concerning, and has no responsibility or liability for, such equipment, software or services even if specified by Bank, or for any computer virus, malware, computer or other device inoperability or failure, or similar problems experienced through Customer's use of the Internet or System.

15. Transactions on Non-Business Days/Deadlines

Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day may be treated by Bank as received on the next Business Day. Requests received after established cutoff times on the Business Day of receipt as specified in applicable Services ("Deadline(s)") may also be treated as received on the next Business Day. Bank may make adverse changes to any Deadline only after it provides written notice to Customer as provided herein.

16. Customer-initiated Transactions and Instructions

Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related Service Documentation. Bank will be under no obligation to honor, either in whole or in part, any transaction or instruction that: (a) exceeds Customer's collected or available funds on deposit with Bank; (b) Bank has reason to believe may not be authorized by Customer; (c) involves funds subject to a hold, dispute or legal process preventing their withdrawal; (d) violates any provision of any applicable regulation of the Federal Reserve Bank, NACHA Rules, or any other federal, state or local regulatory authority; or (e) Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number

Customer understands and agrees that Customer must ensure the accuracy of Customer's instructions to Bank. If Customer, an Authorized Signer or Authorized User initiates a fund transfer instruction or payment order ("Payment Order") to Bank or originates an Entry as that term is defined in this Agreement and the NACHA Rules, that describes the person to receive the proceeds of such Entry or such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank inconsistently by name and an account or other identifying number, Bank and subsequent parties to the Entry or Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer is responsible for any loss associated with such inconsistency, and Customer's obligation to pay the amount of the Payment Order or Entry to Bank is not excused in such circumstances.

18. Intercompany Services/Authority to Transfer or Commingle Funds

Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by the Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officers, representatives, or agents of each such account holder in accordance with that account holder's organizational documents and/or resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is presumed not to be in violation of any agreement, organizational document or resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's affecting each transfer and commingling of funds authorized hereunder.

19. Customer Records

This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law. Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account unless otherwise required by Service.

20. Account Communications and Review Period

Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may elect to receive Account Communications electronically, including without limitation, delivery by posting to a password protected website. Customer acknowledges that, when so elected, Account Communications provided by Bank through electronic delivery shall be deemed to constitute effective delivery when posted by Bank, and Customer's

receipt of such Account Communications shall be presumed, regardless of whether Customer actually or timely accesses the Account Information.

21. Termination

Customer or Bank may terminate Service(s) at any time, with or without cause, provided that Customer shall deliver to the Bank written notice to terminate Service(s) at least thirty (30) Business Days prior to the termination date. Bank reserves the right to terminate Service(s) immediately upon providing written notice of such termination to Customer. Any termination of Service(s) shall not affect any of Bank's rights and Customer's obligations with respect to the Service(s) including Entries initiated by Customer prior to such termination, or the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement.

22. Dispute Resolution

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules.

b. Adverse Claims. If Bank receives an adverse claim, or conflicting claim, against any Account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may "freeze" or place a hold on the affected Account. Any such hold will remain in place only so long as Bank considers it necessary, in Bank's sole discretion, to resolve the claim or employ legal remedies to allow a court to decide such claim. Bank shall have no liability for dishonored transactions due to any hold placed on an Account in accordance with this Section, and Customer agrees to reimburse Bank all costs, including attorneys' fees, incurred due to such adverse claim.

c. Arbitration and Waiver of Jury Trial. Customer and Bank agree that the transactions processed under this Agreement involve "commerce" under the Federal Arbitration Act ("FAA").

PLEASE REVIEW THIS PROVISION CAREFULLY. IF CUSTOMER HAS A DISPUTE WITH BANK, BANK PREFERS AND HOPES THAT THE DISPUTE MAY BE RESOLVED BY AGREEMENT AND IN A TIMELY MANNER. BANK BELIEVES THAT ARBITRATION MAY BE A BENEFICIAL MEANS TO RESOLVE DISPUTES WHEN AGREEMENT MAY NOT BE QUICKLY OBTAINABLE, AS A MEANS TO OBTAIN A LEGALLY BINDING DECISION IN A COST EFFECTIVE MANNER OUTSIDE THE JUDICIAL PROCESS OF COURT PROCEEDINGS. ACCORDINGLY, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT OR THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, EITHER CUSTOMER OR BANK MAY, WITHOUT THE OTHER'S CONSENT, ELECT TO SEEK BINDING ARBITRATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO CUSTOMER'S ACCOUNT (INCLUDING WITHOUT LIMITATION ANY APPLICATION FOR OR APPROVAL OF CUSTOMER'S ACCOUNT), ANY SERVICE PROVIDED UNDER THIS AGREEMENT, THIS AGREEMENT OR ANY SERVICE AGREEMENT (THE "CLAIM" OR "CLAIMS"), BY WRITTEN REQUEST TO THE OTHER, PROVIDED THAT THE PARTY SEEKING ARBITRATION HAS NOT SUBSTANTIALLY INVOKED THE JUDICIAL PROCESS WITH RESPECT TO ANY SUCH CLAIM TO THE DETRIMENT OR PREJUDICE OF THE OTHER PARTY. IF SO ELECTED, ARBITRATION REPLACES THE RIGHT TO GO TO COURT. ALL SUCH CLAIMS ARE SUBJECT TO ARBITRATION, UNDER THE FAA, REGARDLESS OF THE THEORY THEY ARE BASED ON OR THE REMEDY SOUGHT, WITH THE EXCEPTION OF INTERPLEADER AND BANK'S RIGHTS SET FORTH IN THE "DISPUTED AUTHORITY; CONFLICTING CLAIMS" AND "FREEZING YOUR ACCOUNT" SECTIONS OF THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, AND ANY CLAIM THAT IS WITHIN THE JURISDICTIONAL LIMITS OF AND IS FILED IN A SMALL CLAIMS COURT, AND PROCEEDS ON AN INDIVIDUAL BASIS. CUSTOMER UNDERSTANDS AND AGREES THAT IF EITHER PARTY TO THIS AGREEMENT REFUSES TO COMPLY WITH A TIMELY AND LAWFUL REQUEST PURSUANT TO THIS AGREEMENT TO SUBMIT TO ARBITRATION, THE OTHER PARTY SHALL BE RESPONSIBLE FOR ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS, INCURRED BY THE PARTY REQUESTING ARBITRATION IN SUCCESSFULLY COMPELLING ARBITRATION. EXCEPT AS OTHERWISE MODIFIED HEREIN OR IN THE DEPOSIT AGREEMENT APPLICABLE TO CUSTOMER'S ACCOUNT, THE ARBITRATION WILL BE CONDUCTED AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") UNDER ITS COMMERCIAL ARBITRATION RULES AND THE FAA (TITLE 9 OF THE UNITED STATES CODE). THIS AGREEMENT WILL CONTROL AND GOVERN ANY CONFLICTS BETWEEN THE AAA COMMERCIAL ARBITRATION RULES AND THIS AGREEMENT. JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY RULE TO THE CONTRARY, THE ARBITRATION WILL BE CONDUCTED AND WILL PROCEED ONLY AS AN INDIVIDUAL ACTION; THE ARBITRATORS SHALL HAVE NO POWER OR AUTHORITY TO ARBITRATE ANY CLAIM ON A CLASS-WIDE OR REPRESENTATIVE BASIS, OR TO CONSOLIDATE CLAIMS OR OTHER ACTIONS OR CAUSES ASSERTED BY DIFFERENT CLAIMANTS OR COUNTER-CLAIMANTS, WHETHER PRIVATE OR PUBLIC, OR TO AWARD ANY RELIEF ON A CLASS-WIDE OR REPRESENTATIVE BASIS. THIS ARBITRATION PROVISION EXPRESSLY APPLIES TO AND COVERS ANY CLAIM OR OTHER CAUSE OR ACTION BROUGHT OR MADE AND ANY REMEDIES SOUGHT AS PART OF ANY CLASS ACTION PROCEEDING OR REPRESENTATIVE ACTION (WHETHER BY PRIVATE ATTORNEY GENERAL OR OTHERWISE). THEREFORE, ANY CLAIM BETWEEN CUSTOMER AND BANK THAT IS RAISED OR OTHERWISE INCLUDED IN ANY CLASS ACTION LAWSUIT OR REPRESENTATIVE ACTION IS AND WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM PURSUANT TO THIS ARBITRATION PROVISION SHOULD EITHER CUSTOMER OR BANK SO ELECT.

THE ARBITRATION AND ARBITRATION HEARINGS WILL BE HELD IN AND TAKE PLACE IN THE TEXAS CITY CLOSEST TO CUSTOMER'S PRIMARY PLACE OF BUSINESS IN TEXAS OR, IF CUSTOMER'S PRIMARY PLACE OF BUSINESS IS LOCATED OUTSIDE THE STATE OF TEXAS, IN DALLAS, TEXAS.

FOR CLAIMS OF MONETARY DAMAGES OF $100,000.00 OR MORE, EXCLUSIVE OF ATTORNEY'S FEES AND COSTS, THE ARBITRATION SHALL BE CONDUCTED BEFORE A PANEL OF THREE (3) ARBITRATORS, SELECTED AND APPOINTED AS FOLLOWS. BANK AND CUSTOMER SHALL EACH APPOINT ONE (1) ARBITRATOR, AND THE THIRD ARBITRATOR WILL BE APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES. TO BE ELIGIBLE FOR SELECTION AND APPOINTMENT, EACH OF SUCH THREE (3) ARBITRATORS MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION AND APPOINTMENT IF THE PARTIES ARE UNABLE TO REACH AGREEMENT ON THE APPOINTMENT OF THE THIRD ARBITRATOR WITHIN A REASONABLE PERIOD OF TIME, BANK'S AND CUSTOMER'S APPOINTED ARBITRATORS SHALL JOINTLY SELECT THE THIRD ARBITRATOR FOR THE PANEL, PROVIDED THAT SUCH ARBITRATOR ALSO MUST BE LISTED BY AAA ON ITS NATIONAL ROSTER OF ARBITRATORS AS OF THE TIME OF SELECTION. FOR CLAIMS OF MONETARY DAMAGES TOTALING LESS THAN $100,000.00 OR FOR INJUNCTIVE OR OTHER NON-MONETARY RELIEF, THE ARBITRATION SHALL BE CONDUCTED BY ONE (1) ARBITRATOR, SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS COMMERCIAL ARBITRATION RULES. YOU UNDERSTAND AND AGREE THAT NO COURT OR OTHER JUDICIAL BODY WILL HAVE ANY AUTHORITY TO APPOINT AN ARBITRATOR, OR OTHERWISE TO DETERMINE

WHETHER OR NOT ANY ARBITRATOR MAY BE SELECTED OR APPOINTED.

THE ARBITRATOR(S) WILL CONSIDER AND APPLY APPLICABLE SUBSTANTIVE LAW, INCLUDING WITHOUT LIMITATION THE APPLICABLE UNIFORM COMMERCIAL CODE AND ANY APPLICABLE STATUTE OF LIMITATIONS OR STATUTE OF REPOSE, INCLUDING WITHOUT LIMITATION ANY STATUTE OF LIMITATIONS OR STATUTE OF REPOSE SET FORTH IN THIS AGREEMENT AND/OR CONTRACTUAL CONDITION PRECEDENT, AND WILL HONOR ALL CLAIMS OF PRIVILEGE RECOGNIZED UNDER TEXAS LAW. EITHER CUSTOMER OR BANK MAY FILE A MOTION FOR DISPOSITIVE RELIEF OR FOR SUMMARY JUDGMENT IN THE ARBITRATION, SEEKING DISPOSITIVE OR SUMMARY JUDGMENT IN WHOLE OR IN PART, IDENTIFYING EACH CLAIM OR DEFENSE ON WHICH DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IS SOUGHT. THE MOTION MAY BE SUPPORTED BY AFFIDAVIT(S) OR DECLARATION(S) MADE ON PERSONAL KNOWLEDGE, INCLUDING IN THE CAPACITY OF A RECORDS CUSTODIAN, AND SHOWING THAT THE AFFIANT OR DECLARANT IS COMPETENT TO TESTIFY ON THE MATTERS STATED. THE ARBITRATOR(S) SHALL GIVE FULL CONSIDERATION TO ANY SUCH MOTION, SHALL BE BOUND TO APPLY APPLICABLE LAW, AND SHALL GRANT DISPOSITIVE RELIEF OR SUMMARY JUDGMENT IF THE MOVANT SHOWS THAT THERE IS NO GENUINE DISPUTE AS TO ANY MATERIAL FACT AND THE MOVANT IS ENTITLED TO JUDGMENT UNDER APPLICABLE LAW. THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO AWARD OR GRANT CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES. THE ARBITRATOR'S OR ARBITRATION PANEL'S DECISION SHALL BE EXPRESSED IN A WRITTEN ARBITRATION AWARD SUPPORTED BY ANY FINDINGS MADE BY THE ARBITRATORS, WILL BE FINAL AND BINDING ON THE PARTIES, AND A JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION. CUSTOMER UNDERSTANDS AND AGREES, HOWEVER, THAT THE ARBITRATORS' DECISION AND FINDINGS, AND ALL ARBITRATION SUBMISSIONS AND PROCEEDINGS SHALL REMAIN CONFIDENTIAL BETWEEN CUSTOMER AND BANK, EXCEPT TO THE EXTENT NECESSARY TO OBTAIN JUDICIAL REVIEW OR CONFIRMATION, FOR TAX OR ACCOUNTING PURPOSES, OR AS OTHERWISE REQUIRED BY LAW.

This agreement to arbitrate disputes will survive the closing of Customer's Account and the termination of this Agreement or any Service Agreement.

THIS PROVISION LIMITS CUSTOMER'S RIGHTS TO A JURY TRIAL. CUSTOMER SHOULD REVIEW THIS SECTION CAREFULLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAW OF THE STATE OF TEXAS, CUSTOMER KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY AGREES TO WAIVE CUSTOMER'S RIGHT TO A TRIAL BY JURY OF EACH AND EVERY ISSUE, CLAIM, COUNTERCLAIM, ACTION, CAUSE OR DISPUTE WITH BANK ARISING, IN WHOLE OR IN PART, FROM OR IN ANY WAY RELATING TO CUSTOMER'S ACCOUNT(S) OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY ADDENDA, SCHEDULES OR APPENDICES ATTACHED TO THIS AGREEMENT.

SUBJECT ONLY TO THE RIGHT OF ARBITRATION SET FORTH IN THIS SECTION, ANY AND ALL SUCH DISPUTES MAY BE TRIED BEFORE A JUDGE ONLY. TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE STATE OF TEXAS, THIS WAIVER OF RIGHT TO TRIAL BY JURY IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH AND EVERY INSTANCE AND ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE.

23. Necessary Third Party Service Providers

a. Third Party Networks. Some Services are provided by Bank through access to a third party network, such as SWIFT, any applicable automated clearinghouse operating network and Fedwire. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network chosen by the Customer.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services and/or computer equipment and software provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

24. Disclaimer of Warranties

NOTICE: BANK PROVIDES ALL SERVICES (INCLUDING, BUT NOT LIMITED TO INTERNET SERVICES) ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY SERVICES OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY SERVICES OR WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

25. Severability

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

26. Waiver

A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision.

27. Assignment

Except in the case of a merger or assignment arising under operation of law, neither party may assign or transfer its rights or obligations hereunder to any other person or entity without the other party's written consent, whose consent shall not be unreasonably withheld.

B. Applicable Terms of All Internet and Mobile Based Services

1. Introduction

Bank offers a number of Services over the Internet and/or over mobile devices. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet and/or mobile Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet and/or a mobile device (collectively, the "Internet Services") shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Treasury Management Services that are offered online; and (b) the applicable Terms of Use, as defined below.

2. Terms of Use
Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's website(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this Section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the website. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any website or notices of changes to such Terms of Use provided in accordance with this Section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Other Customer Responsibilities
a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers, modems and mobile devices), software, web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services, websites and mobile applications operated by or on behalf of Bank only to conduct its business with Bank and agrees to limit access to those agents who require access to Internet Services.

c. Antivirus and Antimalware Protection. Customer agrees to install and run antivirus and antimalware software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus and antimalware software of the type that detects and disinfects viruses and malicious code automatically, without the need for the Customer to execute virus and malware scanning for each file manually. Customer shall frequently update Customer's computer and other device security software and update its antivirus and antimalware software regularly and as needed to ensure Customer's antivirus and antimalware software is current and up to date.

4. Internet Disclaimer
The availability of Internet Services to Customer relies on the public Internet infrastructure and/or a mobile network. Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet or any mobile network. Such flow depends in large part on the performance of third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet Services (or portions thereof). Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, any mobile network, Customer's ability to connect to the Internet or any mobile network, or Bank's ability to connect to the Internet or any mobile network on Customer's behalf.

C. Applicable Terms of Secure File Transfer System

1. Introduction
Bank offers a number of Services that may require the exchange of files containing payment batches or other information reporting. Files may be delivered to or from Bank through the secure file transfer protocol (FTPS). Customer agrees that its use of Services from time to time offered by Bank via FTPS shall be governed by: (a) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services including Service Documentation that are offered through FTPS; and (b) the applicable terms of all Internet Services.

2. SecureConnect
If Customer elects and Bank agrees to offer Services via FTPS, Customer agrees that Bank will provide Customer with user instructions and security codes. Customer will be responsible for providing data terminal(s) or any other means of access to such Services authorized by Bank. Customer agrees to use such Services (a) only for your own proper business use in accordance with all applicable federal, state, and local laws and regulations; (b) in accordance with the conditions, rules and regulations which we may establish or specify from time to time; and (c) only to obtain the Services Bank provides, any communication elements of such Service being incidental to and an integral part of obtaining such Service. Bank reserves the right to take all actions, including termination of such Services, which we believe necessary to comply with applicable laws, policies, regulations, and tariffs.

D. Applicable Terms for Information Systems

1. Introduction
Reporting of transaction and balance information may be provided by Bank to Customer through Internet Services or other applications or systems as may be introduced by Bank ("Information System(s)"). Information Systems may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the Information Systems shall be governed by this Section and all other relevant sections of this Agreement. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's Information Systems in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Information Systems.

2. Information Reporting
Bank is authorized to store, process, transmit and make available information of Accounts designated by Customer ("Account Information") through the Bank's Information Systems. This authorization will extend to the Bank's agencies and third party data processing providers ("Providers"). Bank or Providers will transmit or make available for access to Customer Account Information on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, telephonic delivery, facsimile, CD-ROM or unsecured e-mail. Customer's election to receive or transmit Account Information through unsecure e-mail will require additional instructions and provisions that release the Bank from loss or damage, direct or indirect, resulting from unauthorized access. Information reporting for off balance sheet accounts, such as sweep accounts, held at other financial institutions may be made available by these financial institutions. Bank assumes no responsibility for the accuracy or timeliness of the Account Information supplied by other financial institutions.

3. Transaction Services
Customer may use Information Systems to access Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the Services may include, but not be limited to, ACH, positive pay, wire transfer payments, book transfers, stop payments, image access and system administration. Customer agrees that use of the Information Systems for Services shall be governed by this Section and all other sections of this Agreement that are applicable to the Service being accessed.

4. Customer Responsibilities
Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable Information Systems in accordance with this Agreement. For equipment not provided by Bank, Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the Information Systems solely to conduct its business with Bank and agrees to limit access to those Authorized Signers or Authorized Users who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following: (a) any inaccuracy or incompleteness in the input of an order or instruction from the Customer; (b) any failure by Customer to obtain a confirmation of an order or instruction; or (c) any cancellation or attempted cancellation by Customer of an order or instruction.

5. Accuracy and Timeliness of Information
Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's system prior to being made available pursuant to the Services.

E. ACH Services

1. Introduction

If requested by Customer and agreed to by Bank, Customer (or any Authorized Signer or Authorized User) may initiate credit or debit Automated Clearing House ("ACH") transactions (each an "Entry" and collectively "Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures, this Agreement, the Deposit Agreement and the NACHA Operating Rules and Guidelines (the "NACHA Rules"), as amended from time to time. The ACH system is a batch processing, store-and-forward system that is primarily governed by the NACHA Rules for interbank clearing of electronic payments for participating depository financial institutions. Customer acknowledges that Bank may provide ACH Services to Customer pursuant to Bank's role as an Originating Depository Financial Institution ("ODFI") or Receiving Depository Financial Institution ("RDFI") as may be applicable with respect to ACH Entries under the NACHA Rules. If requested and authorized by Customer and agreed to by Bank in writing (an "Origination Agreement"), Bank will agree to provide ACH origination services to enable Customer to act as an originator ("Originator") of ACH Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. To the fullest extent permissible under the NACHA Rules and Texas law, Customer's rights and obligations with respect to such Entries are governed by the laws of the State of Texas, the NACHA Rules, as published annually and amended from time to time, and this Agreement. Customer acknowledges that to the fullest extent permissible under the NACHA Rules and Texas law, it shall be bound by the NACHA Rules and the laws of the State of Texas, and agrees not to initiate any Entry in violation of the NACHA Rules, the laws of the United States or Texas law, or, to the extent applicable, other state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E and Regulation CC of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control ("OFAC"), Operating Circular 4 of the Federal Reserve Bank, and Article 4 and Article 4A of the Uniform Commercial Code as adopted in the State of Texas. Customer acknowledges and agrees that Bank may rely on all representations and warranties contained in the NACHA Rules, as amended from time to time, and may credit or debit Entries in accordance with such NACHA Rules and this Agreement as instructed by the Originator of the Credit Entry or Debit Entry. Customer understands that a copy of the NACHA Rules is available through NACHA at current NACHA prices, or by contacting the Bank.

a. Authorization of Entries. Customer understands and acknowledges that when acting as Originator, Customer must obtain authorization from the Receiver of and for any Entry either by written authorization agreement pursuant to the NACHA Rules, or in the form or method of authorization permitted by the NACHA Rules, before initiating the Entry to the Receiver's account. Customer acknowledges and agrees that, as Originator, Customer must retain the original or a copy of each written authorization of a Receiver, or a readily and accurately reproducible record evidencing any other form of authorization, for two (2) years from the date of termination or revocation of the authorization, and, at Bank's request, must provide the original, copy or other accurate record of authorization to Bank for Bank's use in such time and manner as to enable Bank to deliver the authorization to any requesting RDFI within ten (10) Banking Days of the RDFI's request. Customer further understands and agrees that, in addition to the other warranties stated in this Agreement, Customer warrants to Bank that Customer has obtained the appropriate authorization(s) from each Receiver each time Customer originates an Entry, and that all originated Entries conform to such authorization(s) and comply with the NACHA Rules.

b. Audit Rights. Customer understands and agrees that, to the fullest extent permitted under the NACHA Rules, following agreement to Customer's request for ACH Services Bank may, from time to time and in its sole discretion, perform a remote or onsite audit or other operations credit and risk analysis of Customer's systems, procedures, controls, files, records and/or ACH activity that Bank, in its sole and absolute discretion, deems necessary to assess the nature of Customer's ACH activity and/or any risks it presents, or Customer's capacity to perform its obligations in accordance with the NACHA Rules or this Agreement. Customer agrees to cooperate with Bank in relation to any such audit or credit and risk analysis including, without limitation, providing financial or other documentation or records in a timely manner in response to Bank's request, and implementing any ACH Entry origination procedure required by Bank in a timely manner.

2. Entry Origination/Processing Dates/Deadlines

Customer may initiate Entries in the manner and format agreed to by Bank. Bank will establish a Deadline for the receipt of Entries from Customer. Bank may establish different Deadlines for Entries depending on the method of delivery selected by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt ("Same-Day Entries"). Except for Same-Day Entries received prior to the applicable Deadline, all Debit Entries not received by the specified cutoff time at least one business day prior to the effective Entry date, and all Credit Entries not received by the specified cutoff time at least two business days prior to the effective Entry date, will be processed on the next Business Day. For timely processing, Customer understands and acknowledges that all Entries must be completed and submitted to Bank in conformity with the formatting and other requirements specified in the NACHA Rules and this Agreement.

3. Late Entry Deadline

Bank may allow, at Bank's sole and absolute discretion, Customer to initiate Entries after the otherwise applicable cutoff time including after business hours, but prior to any after-hours deadline established by Bank. Customer understands and agrees that Entries are deemed to be delivered to Bank at the time when the applicable security procedure(s) with respect to a submission have been complied with and the submission of the Entry is fully completed on all information required by the NACHA Rules and Bank. Customer acknowledges that Bank may require additional Customer information in order to successfully process such late Entries as determined by Bank in its sole and absolute discretion. Bank may refuse to allow late Entries for any reason and at any time in its sole and absolute discretion, which refusal may result in the Entries being entered on the following Business Day or not at all. Customer understands and acknowledges that in no event shall Bank be liable for any loss of any nature arising from or relating to Customer's initiation of a late Entry.

4. Content

In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the NACHA Rules and all applicable law. Customer shall retain data transmitted to Bank for ninety (90) days following the date of transmittal. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect.

5. Entry Limits and Payment

Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Settlement Account"). Bank will establish a daily limit of the total dollar amount of Entries initiated by Customer on a single day and including any Entries that remain unsettled in the ACH Network (the "Risk Limit"). The Risk Limit will be determined by Bank, in its sole and absolute discretion, based on the typical dollar amount of Entries initiated by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. Bank may require from time to time, at its sole discretion, the pre-funding of the total dollar amount of Entries initiated by Customer. Pre-funding means that Customer must have good, collected funds in Customer's settlement account not subject to recall or dispute. Establishment of a Risk Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank in its sole discretion. Customer agrees that it will not initiate Entries in excess of its Risk Limit without the written consent of Bank, and that such submission in excess of its Risk Limit will cause a delay in processing. Notwithstanding

the foregoing, Bank may, in its sole and absolute discretion and without obligation to do so, process Entries that exceed Customer's Risk Limit. Customer shall pay Bank for all Entries and authorizes Bank to charge its Settlement Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Bank shall notify Customer upon such rejection. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Settlement Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Risk Limit and Customer's compliance thereof, and may cease processing Entries based on such review, after notifying Customer in writing.

6. Data Breach Notification

Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("Data Breach") by or from Customer or an Authorized Signer or Authorized User, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any Data Breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

7. File Confirmations; Security Procedures

Customer shall at all times comply with any applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures of Bank are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch in a manner applicable to the Service through which Entries are made. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

Bank may but is not obligated to require verbal approval from an Authorized User or an Authorized Signer for Customer's ACH file and/or batch as part of fraud detection practices, which may cause a delay in processing.

Customer understands and agrees that each Non-Consumer Originator (as that term is defined in the NACHA Rules) must establish, implement, and update as appropriate, policies, procedures and systems with respect to initiation, processing and storage of Entries that are designed to: (a) protect the confidentiality and integrity of Protected Information (as that term is defined in the NACHA Rules); (b) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (c) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

8. Rejected and Returned Entries, Unauthorized Entries

Bank may reject any Entry that is not initiated in accordance with this Agreement or for any reason for which an Entry may be returned under the NACHA Rules. Customer understands and acknowledges that, pursuant to the NACHA Rules, Bank must accept returned Entries, including extended return Entries, that comply with the NACHA Rules. In the event that a previously initiated Entry is rejected, or returned by an ACH processor, RDFI or Bank, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry, within the time and to the extent permitted under NACHA Rules. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Settlement Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Settlement Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Settlement Account upon Bank's receipt of proper notice from the RDFI. To the fullest extent permitted under the NACHA Rules and Texas law, Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI, including, without limitation, any late-returned Entry. Closure of Settlement Account does not excuse Customer's obligation for returned Entries.

a. Return Rate Monitoring and Reporting. The NACHA Rules require that Bank, as an ODFI, monitor and under certain circumstances report to NACHA concerning the rate at which Customer's Debit Entries are returned (the "Return Rate"), dollar amounts and related information. Customer understands and acknowledges that the NACHA Rules provide that when Customer's Return Rate or levels exceed certain thresholds specified in the NACHA Rules and/or when directed to do so by NACHA, Bank is required to undertake certain actions within the times specified in the NACHA Rules to reduce and maintain the Return Rate or levels below the specified thresholds. Customer agrees to timely respond to all requests by Bank for information concerning Return Rates and related information, and to take all actions requested by Bank, within the times specified by Bank, to reduce Customer's Return Rate, volume, levels or dollar amounts, as determined by Bank in its sole and absolute discretion. Customer understands and agrees that any failure by Customer to timely comply with any such request by Bank shall be deemed a material breach of this Agreement and may result in Bank's immediate termination of the ACH Services.

9. Notifications of Change

Bank shall provide Customer all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Bank relating to Entries transmitted by Customer. Bank will provide such information to Customer within two (2) Business Days of the date in which final settlement of funds occurs as a result of an ACH entry (the "Settlement Date") of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

10. Prenotification

Prior to initiation of the first Credit Entry or Debit Entry to a Receiver's account with an RDFI, Customer may send a prenotification to the RDFI that Customer intends to initiate an Entry to the Receiver's account in accordance with the procedures set forth in the NACHA Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned within the times specified in the NACHA Rules, Customer shall research the problem and make any necessary corrections to remedy the reason for the return before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change requested in the NOC prior to initiating another Entry.

11. Amendment of Entries

Customer does not have the right to delete or amend any Entry after it has been received by Bank unless Bank has previously agreed in writing. If such rights are granted, Customer may initiate an amendment to ACH Entries after receipt by Bank; however, Bank shall have no liability to Customer if such requested deletion or amendment is not affected. Entries are distributed periodically to the ACH operator throughout the Business Day. Customer may initiate such amendments in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established Deadlines and distribution times in order to be effective. Under certain circumstances as permitted by the NACHA Rules, Customer may seek to reverse or obtain return of a previously initiated duplicate Entry, an Entry ordering payment to or from a Receiver different from the intended Receiver or in a dollar amount different than intended, and certain prearranged payment and deposit Entries (collectively for purposes of this paragraph, an "Erroneous

Entry"), or a Credit Entry originated without the Customer's authorization. Customer understands and acknowledges that reversal of Entries is governed by the NACHA Rules including, without limitation, timing requirements for reversing Entries and an RDFI's right to refuse reversal or requested return. The Bank has limited avenues to recover previously initiated Erroneous Entries and unauthorized Credit Entries and, to the fullest extent permitted under the NACHA Rules, Customer shall be liable for any unintended credits to the Receiver.

12. Customer Representations and Warranties

Customer represents and warrants to Bank that each Entry complies with the terms of this Agreement and the NACHA Rules, does not breach any warranty of Customer or Bank contained in this Agreement and the NACHA Rules, complies with applicable state and federal laws, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations promulgated by OFAC, is accurate, timely, and authorized by each Receiver, and that any debit entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous credit entry. With respect to each Entry (regardless of Standard Entry Class Code) and each time Customer uses an ACH Service, Customer is deemed to make to Bank the same representations and warranties that Bank makes, under the NACHA Rules and applicable law , to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will not initiate additional transactions to a Receiver where a transaction has been returned as unauthorized. Customer will retain each authorization received by Customer for such period of time as may be required by the NACHA Rules or applicable law and in all cases for a period not less than two (2) years after the date of expiry, and shall provide Bank with copies of such authorizations upon request. Bank shall not be liable for any and all fines, claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement or applicable NACHA Rules or law.

13. Re-presented Check Entries

The NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and, in addition to other warranties contained in the NACHA Rules, makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf: (a) each check is eligible under the NACHA Rules to be collected via an RCK Entry; (b) Customer has good title to or otherwise is entitled to enforce the item; (c) all signatures on the returned item are authentic and authorized; (d) the item has not been altered; (e) the item is not subject to claims or defenses; (f) Customer has no knowledge of any insolvency of the drawer or maker of the item; (g) the item will not be presented to the RDFI subsequent to the origination of the RCK Entry; (h) the RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct (RCK Entries cannot be used for collection fees); (i) any restrictive endorsement placed on the item is void or ineffective; (j) Customer has provided clear and conspicuous notice of its electronic check representment policy in advance of receiving the item to which the RCK Entry relates; and (k) Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

14. Internet-Initiated/Mobile Entries

The NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet or a wireless network, or otherwise pursuant to an authorization where the Receiver's instruction to initiate a Debit Entry is designed by the Customer to be communicated via a wireless network ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf: (a) Customer has established and implemented a commercially reasonable fraudulent transaction detection system to screen each WEB Entry which includes account validation processes; (b) Customer has established and implemented commercially reasonable methods of authentication to verify the identity of the Receiver; (c) Customer has established and taken commercially reasonable procedures to verify that routing numbers utilized are valid; (d) Customer has established a secure, by commercially reasonable standards, Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer, including but not limited to the Receiver's routing number, account number and PIN; and (e) Customer has and will conduct, or have conducted on its behalf, annual audits to ensure that the financial information that Customer obtains from Receivers is protected by security practices that include adequate levels of (i) physical security to protect against theft, tampering, or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

15. Telephone-Initiated Entries

The NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information provided to the Customer via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer has obtained the Receiver's readily identifiable and clear authorization prior to initiating a single or recurring Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization related to a single TEL Entry verbally, Customer will either make an audio recording of the Receiver's oral authorization, or will provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information shall be included as part of to the authorization of a single TEL Entry, and acknowledged by the Receiver during the telephone call: (i) the date on or after which the Receiver's account will be debited; (ii) the amount of the Debit Entry to the Receiver's account or a reference to the method of determining the amount of the transaction; (iii) the Receiver's name or identity; (iv) the account to be debited; (v) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries; (vi) the date of the Receiver's oral authorization; and (vii) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account. In the event Customer obtains the Receiver's authorization in relation to recurring TEL Entries, Customer will obtain, as part of the Receiver's authorization, all information required by the NACHA Rules for recurring TEL Entries. To the extent applicable, Customer shall retain either the original or a duplicate recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization for single TEL Entries, or two years from the termination or revocation of a recurring TEL Entry, and shall immediately provide same to Bank upon request. For recurring TEL Entries, Customer shall also retain for two years from termination or revocation of the authorization evidence that a copy of the authorization was provided to the Receiver in compliance with Regulation E. If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Commercially Reasonable Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to Bank: it has **(i)** established and implemented commercially reasonable security procedures to verify the identity of the Receiver, including, without limitation, name, address and telephone number and **(ii)** established and implemented

commercially reasonable procedures to verify the accuracy and validity of the routing and transit number used in the TEL Entry.

16. Accounts Receivable and Back Office Conversion Entries

The NACHA Rules allow Customer to utilize Entries to collect consumer check payments received via U.S. mail, delivery service, or at a drop box location ("ARC Entry"). The NACHA Rules also permit single Debit Entries by Customer to the account of a Receiver based on an "eligible source document" (as defined in the NACHA Rules, typically, a check) provided by the Receiver at the point of purchase or a manned bill payment location for subsequent conversion during back-office processing (a "BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and NACHA Rules, as applicable, and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf: (a) prior to the receipt of each eligible source document, Customer has provided clear and conspicuous notice to the Receiver, in conformity with the requirements of the NACHA Rules and provisions of Regulation E and the Electronic Funds Transfer Act to the extent applicable, without limitation, (i) that receipt of the check is authorization to process the payment as a check transaction or to make a one-time ACH Debit to the Receiver's account, (ii) that funds may be withdrawn from the Receiver's account the same day payment is made, (iii) that the Receiver will not receive the check back from the RDFI and (iv) of Customer's phone number for inquiries regarding BOC Entries; (b) Customer has established reasonable policies and practices to enable a Receiver to opt-out of check conversion as a form of payment (c) each check is eligible as a source document under the NACHA Rules to be collected via an ARC or BOC Entry; (d) the amount of the entry, the routing number, the account number, and the check serial number are in accordance with the eligible source document; (e) the source document to which the ARC or BOC Entry relates will not be presented for payment; (f) Customer has established and implemented policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction; (g) Customer shall use commercially reasonable methods to securely store banking information relating to the ARC or BOC Entry; (h) Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two (2) years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request, unless bank's BOC service automatically retains such image; (i) for BOC Entries, Customer has established and implemented commercially reasonable procedures to verify the identity of each Receiver of BOC Entries; and (j) for BOC Entries, Customer has established and maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions, and displays this telephone number on the notice required by the NACHA Rules.

17. Point of Purchase (POP) Entries

The NACHA Rules allow Customer to initiate a single Debit Entry to a Receiver's account for in-person purchases based on an "eligible source document" as defined in the NACHA Rules (typically, a check) provided at the point-of-purchase or manned bill payment location ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf: (a) Customer has posted a notice complying with the NACHA Rules in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same at the time of the transaction, including without limitation (i) that when a check is provided as payment, it is authorization to process the payment as a check transaction or for a one-time ACH debit to the Receiver's account or to use the information from the check and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made; (b) each check is eligible under the NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion; (c) Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry; (d) Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which (i) is in writing and signed or similarly authenticated by the Receiver, (ii) is readily identifiable as an ACH debit authorization, (iii) clearly and conspicuously states its terms and (iv) states that the check will not be processed; and (e) Customer has provided Receiver a receipt containing all information required by the NACHA Rules.

18. Tax Payment Entries

If Customer elects and Bank agrees to offer tax payment Entries through Internet Services, Customer acknowledges responsibility for enrollment in the Electronic Federal Tax Payment System ("EFTPS") through the Internal Revenue Service (IRS). Customer is also responsible for enrollment with any state taxing authorities for the purpose of making state tax payments using Internet Services. In both cases, it is the Customer's responsibility to obtain, from the applicable taxing authority, the appropriate routing numbers and account numbers required for making such Entries. Bank will make available tax payment information through Internet Services for the purpose of assisting Customer with the payment of federal and state taxes. Bank reserves the right to update tax payment information from time to time and makes no warranty that specific tax payment information will be available.

a. Requests for Payment. Requests for payment to tax authorities must be made in accordance with forms which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion and will be considered complete only if actually received by Bank. All tax payments must be initiated at least two (2) Business Days before the due date, otherwise payments may be subject to IRS or state penalties. Any request by Customer to make tax payments hereunder shall be submitted to Bank prior to the Deadline. Any such request received by Bank after its Deadline may be processed on the next Banking Day. In the event that an Entry is rejected or returned by an ACH processor for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer notice of any rejected or returned Entry in the usual manner agreed to by the parties.

b. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax payments, and Bank shall not incur any liability to Customer for failure by Customer to make any such payment. If Customer elects to make a tax payment by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for payments made within the period in which such other payment was made.

19. International (IAT) Entries

An IAT Entry is an ACH Entry that is part of a payment transaction involving a financial agency's office that is not located within the territorial jurisdiction of the United States. As of the date of this Agreement, Bank does not permit Customer to initiate ACH Entries to a Receiver located in a country outside of the United States. Unless Bank agrees, in writing, that Customer may initiate IAT Entries, Customer understands and agrees that Customer's failure to abide by such restriction may result in Bank's decision to immediately suspend or terminate Customer's ACH Services. If Bank agrees, in writing, that Customer may initiate such IAT Entries, Customer understands and agrees that any such IAT Entry will comply with all provisions of this Agreement and applicable NACHA Rules, and makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf: (a) Customer is in compliance with, and the Entry complies with, all applicable laws, regulations and legal requirements of the United States including, without limitation, programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN); (b) Customer is in compliance with, and the Entry complies with, the laws, regulations and payment system rules of the receiving country including, without limitation, any requirement to obtain the Receiver's authorization whether oral, written or electronic; (c) Customer shall bear all risk that the laws, regulations or requirements of the receiving country may prohibit or otherwise preclude the processing, settlement, or transfer of the proceeds of the Entry, including without limitation, through blocking or other sequestration or seizure of funds; (d) Customer shall maintain either the original or a copy of any authorization required from the Receiver for the IAT Entry for the longest period of time

that Bank may be required to confirm or produce such authorization pursuant to any law, regulation or requirement of the United States, or law, regulation, payment system rule or requirement of the receiving country, and Customer shall make any such authorization available to Bank for inspection within a reasonable time from Bank's request, or the request of the Receiver; (e) Customer shall bear all risk and responsibility for any and all costs and losses, including without limitation reasonable attorney's fees, relating to foreign exchange conversion with respect to any IAT Entry; and (f) Customer's obligations and responsibilities with respect to IAT Entries, including without limitation as set forth in this Agreement and in the NACHA Rules, shall survive and continue in full force and effect following termination of Customer's ACH services or Customer's ability to generate IAT Entries with respect to any IAT Entry that Customer originates prior to the effective date of any such termination.

20. Third Party Vendors

If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for ensuring that such Vendor fully complies with the NACHA Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor. For purposes of this Agreement, each Vendor shall be deemed an Authorized User.

21. Third Party Sender

If Customer is transmitting Entries as a third party vendor or processor on behalf of originators (each an "Originator" and collectively, the "Originators" as defined in the NACHA Rules)), Customer agrees to be bound by the applicable terms provided in this Section E and the NACHA Rules. Customer warrants to Bank that the Originator has agreed to assume the responsibilities of an Originator under the NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Banking Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. Customer, on behalf of the Originator, authorizes Bank to originate entries on behalf of the Originator to the Receivers' accounts. As Originator, Customer agrees that Bank shall not be liable for any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential Rule inquiries or violations. Customer agrees that an annual NACHA Rules audit will be performed and available upon request by Bank within five (5) Business Days of request. For purposes of this Agreement, each Originator shall be deemed an Authorized User. Customer acknowledges that Bank is required to register all Third Party Senders to NACHA.

F. Wire Transfer Services

1. Introduction

As used in this Agreement, a "wire transfer" or "funds transfer" means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order, as those terms are defined in Article 4A of the Uniform Commercial Code ("UCC") as adopted in the State of Texas, and not governed by the Electronic Funds Transfer Act or Regulation E. As used in this Agreement, the terms wire transfer or funds transfer also do not include an electronic funds transfer or "EFT" as those terms are defined in Bank's Consumer Deposit Account Agreement and Services Disclosure**.** Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third party networks as Bank considers suitable. Our wire transfer services will be dependent upon the availability of such third-party network on conditions acceptable to Bank, in its sole discretion. All funds transfers and funds transfer services made available pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, Article 4A of the UCC, and the rules of any funds transfer system through which the wire transfer is made, including, without limitation, Fedwire. Except as otherwise expressly stated therein, wire transfers and wire transfer services made available to Customer pursuant to any separate wire transfer services agreement or addendum, including without limitation any Commercial Deposit Account Agreement and Services Disclosure, or Consumer Deposit Account Agreement and Services Disclosure, will be governed by such separate agreement or addendum. With respect to wire transfers and wire transfer services made available to Customer pursuant to such separate wire transfer services agreement, addendum, Commercial Deposit Account Agreement and Services Disclosure, or Consumer Deposit Account Agreement and Services Disclosure, in the event of a conflict between the terms of any such document, as applicable, and the terms of this Agreement, the terms of such other applicable agreement will prevail unless this Agreement specifically states otherwise. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law. Customer' will designate Authorized Signers and/or Authorized Users by corporate resolution or in such format or medium as Bank may agree, who shall be authorized to act on Customer's behalf to initiate payment orders and select advice methods or confirmation methods, and to provide any or all authorizations and instructions that may be requested by Bank. The Authorized Signers may appoint Authorized Users, who may include Authorized Signers. Bank may rely on any such authorization until it has been revoked in writing by Customer, and Bank has had a reasonable time to process any such revocation received from Customer.

2. Routing/ Deadlines

Bank may use means of transmission and routes, and intermediary and correspondent banks, that Bank determines in its sole discretion are suitable for each outgoing wire transfer. Bank will establish Deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Bank may establish different Deadlines depending on the method of the payment order selected by Customer and all such Deadlines are subject to change at Bank's sole discretion. Wire transfer payment orders received after the Deadline or on non-Business Days will be processed on the next Business Day. A wire transfer payment order shall be considered accepted by Bank when executed by Bank.

3. Payment Orders

a. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order (as that term is defined in the UCC as adopted in the State of Texas) initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the routing number or bank identifier code ("BIC") of the beneficiary's financial institution, such additional information as Bank may reasonably request and, in conjunction with our security procedures set forth below, if Bank finds it necessary in Bank's sole discretion, further evidence of authority of any Authorized Signer or Authorized User (or other agent) to transfer funds or to do any other act contemplated utilizing this Service. Customer agrees to hold Bank harmless from any loss that occurs if Customer's instructions are incomplete, ambiguous, or incorrect. Customer further understands and acknowledges that Bank is not required to detect any Customer error contained in any payment order, or to seek clarification from Customer regarding ambiguous instructions.

b. Execution of Payment Orders. Customer authorizes Bank to debit Customer's Account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if the Account to be debited has insufficient collected funds to cover the order.

c. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank, in its discretion.

d. Retraction or Revocation of Payment Orders. Except as otherwise indicated below with respect to standing payment orders or as Bank may

separately notify Customer in writing, Customer does not have any right to reverse, adjust or revoke any payment order after it has been received by Bank; provided, however that Bank may, without obligation, make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, at Customer's request Bank may (but is not obligated to) use its best efforts to retract or recover a payment from the beneficiary financial institution. Customer understands and agrees that the receiving institution is under no legal obligation to comply with this request. **IN ADDITION TO ANY OTHER INDEMNITY PROVISIONS SET FORTH IN THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD BANK, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO ANY ATTEMPT BY BANK TO EFFECT SUCH RETRACTION OR RECOVER ANY SUCH PAYMENT**.

e. Rejection of Payment Orders. Bank may, but is not obligated to, reject any payment order from Customer, in whole or in part, if such payment order is not initiated in accordance with any applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank in Bank's sole discretion, if there are insufficient collected funds in Customer's account to fund the payment order, if the payment order involves funds subject to a hold, dispute or legal process preventing withdrawal of the funds, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer that it has rejected a payment order. Bank may also reject an incoming payment order if it has other reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may establish a standing payment order (a standing wire transfer request), which is one where the Customer provides specific and fixed payment instructions to the Bank for a payment order that is to be executed on a recurring frequency. Standing payment orders must have a currency amount, beneficiary, beneficiary's financial institution, and accounts to be debited and credited. Such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, as Bank determines in its sole discretion, including, without limitation, the dollar amount to be transferred, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may reverse, adjust or revoke a particular standing payment order prior to Bank's execution of the standing payment order, upon notice to Bank received by Bank at a time that provides reasonable opportunity to act upon such a request. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice, provided Bank is afforded a reasonable opportunity to act on such notice.

g. **PIN Wire Transfers.** If requested by Customer and agreed to by Bank, Customer may establish a PIN Wire Transfer Service, pursuant to a PIN Wire Transfer Authorization Form, or such other form as Bank may provide. The PIN Wire Transfer Service allows wire transfers to be conducted via telephone on or against Customer's account, with the use of an assigned PIN and caller identification. Customer shall provide Bank with the necessary information to execute a PIN Wire, as Bank may determine in its sole discretion.

h. Batch Wire Transfers

(i) Service Specifications. If requested by Customer and agreed to by Bank, Customer may initiate payment orders in batch form to Bank, subject to the provisions of this Agreement. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software. Customer shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

i. Charge Backs and Returned Items. Customer understands and agrees that Bank posts all non-cash items (such as checks) deposited to an account on a provisional credit basis subject to Bank's receipt of final payment by the payor bank on which the non-cash item is drawn, that Bank has no obligation or duty to verify that Customer has sufficient collected funds in Customer's account prior to Bank charging Customer's account for and sending any wire transfer requested by Customer, and that Bank can charge Customer or Customer's account for the amount of any deposited or cashed item if Bank does not receive final payment for the item or the item is returned unpaid or charged back to Bank for any reason.

4. Confirmation of Outgoing Wire Transfers

a. Confirmation Method. Unless waived by Customer, Customer and Bank shall agree in writing to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users and/or Authorized Signers, as applicable, to initiate and verify payment orders. Bank strongly recommends that Customer institute dual control over initiation and verification of Customer's payment orders to confirm payment orders conducted through Internet Services. If Customer permits an Authorized User or Authorized Signer to both initiate and verify a payment order notwithstanding Bank's recommendation, Customer hereby authorizes Bank to process any wire initiated and verified by such Authorized User or Authorized Signer. Customer may add, change or delete the Authorized Users and Authorized Sigenrs in accordance with this Agreement. In the event the designated Authorized Users or Authorized Signers with authority to verify are not available to verify a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User or Authorized Signers, as applicable. To the fullest extent permissible under applicable law, Customer agrees to be bound by any such payment order processed by Bank. In all instances, Bank may act on instructions that it believes in good faith were provided by an Authorized User or Authorized Signer.

b. Waiver of Confirmation. Bank recommends that Customer not waive confirmation of Customer's payment orders. If, however, Customer chooses to waive confirmation, Customer understands and agrees that Customer will be liable for all outgoing payment orders, whether or not authorized by Customer, to the fullest extent permissible under applicable law. Customer acknowledges that not using confirmation procedures substantially increases the Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through Electronic Bank Applications. Unless confirmation of payment orders is waived by Customer, the confirmation of payment orders initiated by Customer through Internet Services shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Service.

5. Liability for Unauthorized Wire Transfers; Security Procedures

Customer understands and agrees that Bank is not required to follow any instruction that violates this Agreement, or any security procedure agreed to between Customer and Bank, notice of which is not received at a time and in a manner affording Bank reasonable opportunity to act upon it prior to acceptance of a payment order.

a. Security Procedure. To the fullest extent permissible under Section 4A.202 of the UCC as adopted in the State of Texas, Bank and Customer agree that any security procedure selected will be deemed commercially reasonable if Customer chose the security procedure after Bank offered, and Customer refused, a security procedure that was commercially reasonable for the Customer under applicable law. If Customer adopts any security procedure other than as set forth in this Agreement, or any Treasury Services Form, addendum or separate wire transfer service agreement offered to Customer in conjunction with this Agreement or a Service, Customer will be deemed to have refused Bank's security procedure. Customer understands and

acknowledges that pursuant to this Agreement, Customer agrees to be bound by any payment order, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with such security procedure chosen by Customer.

The following security procedure will apply to wire transfer requests processed pursuant to this Agreement. Before processing any such wire transfer request, Bank will:

(1) verify, from its records of Customer's account, that the individual in whose name the wire transfer request is made is identified as authorized to initiate an outgoing wire transfer for the subject account; and

(2) perform validation of the identity of the individual requesting the wire transfer:

(i) for wire transfers initiated in person through a banker, in addition to validation of identity pursuant to subsection (ii) below, by review of eligible identification documentation (Customer may contact Bank to confirm eligible identification documentation), and

(ii) for wire transfers initiated in person by telephone, electronic mail or facsimile transmission, and not governed by a separate security procedure under an applicable Treasury Management Services agreement, applicable Service Descriptions or Bank form agreed to in writing by Customer, Bank will complete a call back, using contact information for any Authorized Signer, Authorized User or signatory for Customer's account contained in our records of the account (in our sole discretion, to the Authorized Signer, Authorized User or signatory requesting the wire transfer or any other Authorized Signer, Authorized User or signatory on the account); provided,

(iii) that for standing payment orders or otherwise previously authorized, recurring wire transfers to the same beneficiary and beneficiary account number as included in prior wire transfer requests, Bank may not conduct a call back, in its sole discretion.

If Bank cannot reach an Authorized Signer, Authorized User or signatory on the account by telephone, processing of wire transfer request may be delayed.

Without limiting the foregoing, in addition to the foregoing security procedure, Bank reserves the right in its sole discretion to require additional authentication of individual wire transfer requests, including, without limitation, that the wire transfer request be submitted in writing bearing the signature of an Authorized Signatory, or Authorized User, or confirmed via a code sent by SMS message to a mobile device number associated with the account, and Bank further reserves the right to apply its confidential, proprietary system for analysis of certain transactions based on various characteristics.

Customer understands and agrees that Bank's security procedures are intended to verify authenticity of wire transfer requests made to Bank on Customer's behalf, and not to detect error in the transmission or content of the wire transfer request**.**

Customer further understands and agrees that it bears sole responsibility for establishing and implementing its own appropriate internal procedures and protocols to safeguard against unauthorized transmission of wire transfer requests and related instructions to Bank. Customer agrees to establish and implement appropriate internal procedures and protocols to safeguard against unauthorized disclosure of or access to Customer's systems and security-related information, such as user names, passwords, access credentials, and systems and equipment that access or interface with Bank and Bank's systems or equipment, and that Customer will take reasonable steps to maintain the confidentiality of its internal procedures, protocols, user names, passwords, PIN's, access credentials, other personally identifying information, codes, security devices and systems, and security-related information. Customer must immediately notify Bank of any loss or suspected compromise of any such information, systems or equipment. Customer agrees to confirm any such notification to Bank promptly in writing.

b. Unenforceability of Certain Verified Payment Orders. If a payment order is not an authorized order of the Customer but is effective pursuant to this Agreement or the security procedures in effect between Customer and Bank, Customer understands and agrees that Bank is entitled to enforce or retain payment of the order unless Customer proves that the order was not caused, directly or indirectly, by a person (i) entrusted at any time with duties to act for Customer or on its behalf with respect to payment orders or the security procedure(s), or (ii) who obtained access to Customer's transmitting facilities or who obtained, from a source controlled by Customer and without authority of the Bank, information (including, without limitation, any access device or computer software) facilitating breach of the security procedure, regardless of how the information was obtained or whether Customer was at fault.

c. Duty to Notify Bank of Unauthorized Payment Orders. Customer must exercise ordinary care and due diligence to determine whether a wire transfer to or from Customer's account was unauthorized or inaccurate. Customer will promptly report to Bank in writing any discrepancies between Customer's records and the notification of a payment order mailed, transmitted, or otherwise made available to Customer by Bank, including without limitation any unauthorized or inaccurate payment order. To the fullest extent permissible under applicable law, in no event will Bank be liable to pay Customer interest on any amount to be refunded in relation to an unauthorized payment order that is not effective under UCC Section 4A.202, or not enforceable in whole or in part under UCC Section 4.203, unless Customer notifies Bank in writing of the relevant facts within thirty (30) days after the date Customer receives any notification from Bank that the payment order was accepted or that Customer's account was debited with respect to the payment order. To the fullest extent permissible under applicable law, in no event will Bank be liable to Customer with respect to any subsequent unauthorized payment order submitted or requested by the same person(s) who submitted or requested the first such unauthorized payment order unless Customer notifies Bank in writing of the error or discrepancy in the subsequent payment order within thirty (30) days after the day that Bank mails, transmits or otherwise makes available notification to Customer that the subsequent payment order was accepted or that Customer's Account was debited with respect to the subsequent payment order.

6. Advices

a. Advices by Mail. Unless otherwise requested Bank will mail daily to Customer at the address provided to Bank notification(s) of all wire transfer(s) made. Customer will exercise ordinary care and diligence to determine whether a wire transfer to or from Customer's account was unauthorized or inaccurate.

b. Advices by Facsimile and/or Email. If Customer selects advices by facsimile ("fax") and/or email, Customer shall exercise extreme care in maintaining its own security in relation to the sending and receipt of fax and/or email advices. Customer acknowledges that the information to be sent or received by fax and/or email may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep all such information confidential. To the fullest extent permissible under applicable law, Bank shall not be liable for any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Customer or Bank arising directly or indirectly from the transmission by fax and/or email of a wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the UCC as adopted in the State of Texas from time to time to receive advices by so indicating on the applicable Implementation Documents or by submitting the request in writing to Bank.

7. International Wire Transfers

a. General. An "International Wire Transfer" means a wire transfer credited to an account located outside the borders of the United States, or that will be sent in currency other than U.S. Dollars.

International Wire Transfers across country borders are customarily completed by Bank through a correspondent. Unless otherwise agreed upon in writing, any fee, commission or charges assessed by the correspondent shall be passed on to the Customer or deducted from the wire transfer amount by the correspondent. Additionally, International Wire Transfers across country borders may incur additional fees or charges based on the routing of the wire through U.S. and foreign financial institutions. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent financial institution processing the transfer. Cancellation of a wire transfer involving other than domestic currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. Automatic Conversion. International Wire Transfers denominated or expressed in U.S. Dollars but instructed by Customer to be sent to an account denominated in foreign currency may, at Bank's sole discretion, be automatically converted by Bank or may be converted by an intermediary or correspondent bank, or by the receiving financial institution, at such entity's sole discretion, to the receiving financial institution's national currency prior to completion of transfer to such receiving financial institution, so long as the receiving financial institution is located in a country that, to Bank's then-current knowledge, readily accepts such previously converted funds. When such a currency conversion is made, Bank, intermediary or correspondent bank, or the receiving bank will determine, at such entity's sole discretion, the applicable currency conversion rate. Customer understands and agrees that Bank shall not have any liability to Customer for any loss or expense incurred by Customer arising from or relating to any such currency conversion. Customer must notify Bank prior to the transaction if the beneficiary of the International Wire Transfer requires that the payment be made in U.S. Dollars. If Customer has not so notified Bank, and should the receiving financial institution reject the incoming Wire Transfer due solely to Bank's automatic conversion to that financial institution's national currency, Bank shall reimburse Customer the actual amount of any fees assessed by such financial institution that are related solely to the rejection of the Wire Transfer due to Bank's automatic conversion.

c. Currency Conversion Requests. Customer understands and agrees that if Customer requests an International Wire Transfer be made in currency other than U.S. Dollars, Bank may convert the U.S. Dollar amount at Bank's applicable exchange rate in effect at the time of Bank's execution of the order for the specified foreign currency. Customer also understands and agrees that, should Bank not have an existing exchange rate in place for the specified foreign currency, then Bank will use reasonable efforts to convert the currency through reasonably available commercial or banking channels. Customer further understands and agrees that the exchange rate(s) used by Bank for such International Wire Transfers may vary from exchange rates established by governments or other financial institutions and may not be the lowest available rate available to Customer. If the financial institution designated by Customer to receive the International Wire Transfer does not pay the designated beneficiary or credit the beneficiary's account and the funds are returned to Bank, Bank shall not have any liability to Customer for any sum in excess of the amount of the payment order after Bank has converted the funds back from the foreign currency to U.S. Dollars using Bank's applicable rate of exchange in effect at the time Bank confirms the cancellation of the payment order to Customer. Bank shall not have any liability to Customer for any loss or expense incurred by Customer arising from or relating to any currency conversion requested by Customer.

8. Wire Transfer Numbers

Customer understands and agrees that Customer bears sole responsibility to correctly identify beneficiary information for all wire transfers. Customer's obligation to pay Bank the amount of the funds transfer is not excused in the event that the Fedwire message or otherwise the payment order or instruction does not identify the same account or financial institution of the intended recipient. When the intended recipient's identified name and account number is inconsistent, the payment may be made on the basis of the account number, as controlling, even if such account is not owned by the person or entity identified by name. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability.

9. Reverse Wire Transfers

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's Account(s) upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each such transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient collected funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer agrees not to transmit any reverse wire request in excess of available collected balances on deposit in the designated Account(s). Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank to the contrary. Bank will have a reasonable time to act on any written notice received from Customer.

d. Limitation on Bank's Liability. In consideration of Bank's compliance with this agreed authorization for reverse wire requests, Customer agrees that Bank's treatment of any debit for a reverse wire transfer, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any such debit is dishonored.

e. Request for Credit. Bank may, at its sole and absolute discretion, submit a non-value, request for credit message (a "Drawdown") on behalf of Customer through Fedwire. Bank shall have no liability as to the results of any such Drawdown request.

10. Provisional Credit. Customer understands and agrees that when Customer's Account is credited for an incoming wire transfer, such credit shall be provisional until Bank receives final settlement for such wire transfer, and if final settlement is not received, Bank shall be entitled to a refund of the amount credited to Customer's account.

11. Disclaimer of Warranties. We do not and cannot warrant that our wire transfer services will operate without errors, or that any or all wire transfer services will be available and operational continuously and without interruption at all times. **WE PROVIDE WIRE TRANSFER SERVICES "AS IS" AND "AS AVAILABLE". IN ADDITION TO DISCLAIMERS OR WARRANTIES CONTAINED ELSEWHERE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE WIRE TRANSFER SERVICES, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

G. Foreign Exchange Online (FXO) Service

1. Introduction

Bank may provide various client-initiated foreign exchange services (collectively, the "FXO Service") to Customer through Bank's Internet Services, for the purpose of purchase or sale of a stated amount of currency against a second currency in specified amounts at the current exchange rate available to Customer on a spot or cash basis ("FX Transactions"), initiated by Customer over the Internet, or by telephone. If requested by Customer and agreed to by Bank in writing, Bank may provide such FXO Service pursuant to the terms of this Agreement, any separate term document(s) for FX Transactions and any confirmations thereof, including without limitation all terms related to security procedures. Customer understands and agrees that the terms of any separate term documents for specific FX Transactions and related confirmations of the details of an FX Transaction are in addition to,

and not in place of, the terms set forth in this Agreement for the FXO Service; provided that, in the event of inconsistency between the term documents for specific FX Transactions and the terms of this FXO Service section, the terms of term documents for specific FX Transactions will prevail. Bank's FXO Service is only available to Customers who maintain a demand deposit account with Bank.

2. Customer's Authorized Users; Access

As a condition for using Bank's FXO Service, Customer shall complete and provide Bank's FXO Service documentation to Bank, including without limitation identification of all persons authorized by Customer to conduct FX Transactions, as Authorized Users. Once all documentation required by Bank has been provided, and Bank has granted Customer access to the FXO Service, Bank shall provide the administrator(s) designated by Customer the access device(s) required by Bank for Customer's access to the FXO Service. Customer understands and agrees, however, that all persons identified by Customer as Authorized Users in relation to the FXO Service shall be deemed authorized administrators, to administer Customer's use of the FXO Service including, without limitation, the authority to administer Customer's access to Bank's FXO Service web portal. Customer further understands and agrees that in all instances, Bank may act on instructions that it believes in good faith were provided by an Authorized User. Bank's FXO Service web portal shall be available only during normal business hours of Bank as established by Bank from time to time.

3. Procedures for Execution of FX Transactions

The following procedures apply to requests or instructions for the quotation, execution of and confirmation of FX Transactions, unless Bank and Customer have agreed otherwise in writing.

Customer, through its Authorized Users, may request, through Bank's FXO Service web portal or by telephone, and Bank in its sole discretion may (but is not obligated to) provide Customer by electronic means or by telephone, a quotation (a "Quote") at which Bank shall agree to execute an order for an FX Transaction. Any such Quote shall be deemed effective only upon acceptance confirmed by Customer to Bank within the time(s) and according to the means specified by Bank, at which time (and at no prior time) the parties shall be bound by the terms of the Quote, and Bank shall proceed to conduct the FX Transaction pursuant to the Quote. Customer understands and agrees that Customer shall have no right to cancel or reverse an FX Transaction once Customer has accepted the Quote. Bank may, in its sole discretion, cancel, reverse or amend an FX Transaction on Customer's request (in which event Customer shall reimburse Bank for all costs reasonably incurred by Bank in canceling, reversing or amending the FX Transaction). If not accepted by Customer within the time(s) and according to the means specified by Bank, the Quote shall terminate and shall be of no further force or effect. The time(s) specified by Bank including deadlines may vary depending upon the currencies involved and other factors in Bank's sole discretion. The terms of the Quote shall include (as applicable) the amounts of the currency or currencies to be purchased or sold by Bank and Customer, and the date specified by Bank on which delivery or payment is due from Customer to Bank and vice-versa under the FX Transaction (the "Value Date"). The Value Date generally will be within two (2) Business Days for most major currencies, subject to availability and currency cut-off times. Should the Value Date fall on a day that is not a Business Day, and therefore the FX Transaction is not reasonably able to be completed on such day, the Value Date may be the next Business Day. Except as otherwise set forth herein, Bank and Customer shall make their respective payment or delivery of currency on the Value Date, and in freely transferable funds. Should Customer direct Bank to settle an FX Transaction by debiting an Account held by Customer at Bank, Customer must maintain sufficient available funds in the Account to settle the FX Transaction at the time of the FX Transaction, and should sufficient funds not be available in the Account, Bank may, at its sole discretion and election and without liability, to the fullest extent permitted under applicable law, either cancel the FX Transaction or, without further notice of any kind, debit or withdraw funds from any Account of Customer held at Bank in an amount up to Customer's required payment or delivery obligation for the FX Transaction and apply such amount in satisfaction of Customer's payment or delivery obligation. In relation to the foregoing, should the currencies of Customer's Account to be debited and that of Customer's payment or delivery obligation under the FX Transaction be different, Bank may convert the Account currency into the currency of the FX Transaction at the prevailing currency exchange rate as determined by Bank in good faith. Bank may in its sole discretion, but is not obligated to, issue a confirmation to Customer, directed to the person(s) identified to Bank in writing as the person(s) authorized to receive confirmations from Bank, for an executed FX Transaction.

4. Wire Transfers

Customer understands and agrees that Bank is authorized by Customer to execute and debit the designated Account(s) of Customer for wire transfer payment orders delivered to Bank via its web portal for FXO Services. Customer understands and agrees that any and all such wire transfer payment orders will be governed by the relevant sections of the Wire Transfer Services section of this Agreement, and any separate wire transfer terms and conditions issued by Bank and in effect at the time including without limitation all terms related to security procedures. Additional fees and costs that Bank separately discloses to Customer for related wire transfer and other services shall apply.

5. Representations, Warranties and Covenants

In addition to all other representations and warranties made in this Agreement (as applicable), Customer represents, warrants and covenants to Bank, to be deemed made and effective on the date of this Agreement and the date(s) on which Customer accepts any and all Quotes, that: (a) the person accepting the Quote on Customer's behalf or otherwise authorizing each FX Transaction on Customer's behalf is duly authorized by Customer to do so; (b) Customer intends and agrees that each FX Transaction made on a Quote accepted by Customer is binding and enforceable against Customer; (c) Customer is not entering into any FX Transaction for a speculative, trading or investment purpose; (d) Customer is acting as principal, and not as agent, with respect to each FX Transaction; and (e) Customer acknowledges and agrees that Bank shall not act as Customer's agent, advisor or fiduciary with respect to any FX Transaction; Customer is acting solely on its own assessment, or its independent advisor's assessment, of the FX Transaction.

6. Settlement Netting; Novation Netting

If on a given Value Date more than one delivery of the same currency would be due from Bank and Customer under two or more FX Transactions, then, at Bank's sole discretion and notice to Customer that Bank will proceed with Settlement Netting, Bank and Customer shall aggregate the amounts of such currency deliverable by them on the Value Date to arrive at a single currency obligation for each currency deliverable between the parties, and if one party's obligation in that currency on that Value Date would have been more than the obligation of the other party, then only the net difference between these aggregated amounts shall be delivered on the Value Date by the party owing the larger aggregate amount to the other party; if the aggregate amounts are equal, then no delivery of currency shall be made with respect to such FX Transactions. When proceeding with such Settlement Netting, Bank may calculate net payments on the day before or day of the Value Date, in Bank's sole discretion. Also, in Bank's sole discretion and notice to Customer that Bank will proceed with Novation Netting of FX Transactions having the same Value Date and same currencies, all such FX Transactions and their corresponding payment obligations shall be netted and combined into a single FX Transaction.

7. Default Events; Termination

Each of the following shall be deemed to be an event of default by Customer (a "Default Event") under these FXO Service terms:

(i) the failure to pay or deliver (or Customer's available funds are insufficient to pay or deliver) to Bank when due any amount due under any FX Transaction in the currency and in the manner specified by Bank, if such failure is not cured in full by Customer immediately upon notice by Bank to Customer;

(ii) Customer fails to perform or comply with any other obligation owed to Bank under any FX Transaction, if such failure is not cured in full by Customer within the time and in the manner specified by Bank to Customer;

(iii) Customer makes any materially false representation to Bank under or in relation to these FXO Service terms or any FX Transaction;

(iv) Customer commences or has commenced against it a bankruptcy, insolvency, receivership, liquidation, conservatorship, dissolution or winding-up proceeding;

(v) Customer fails or is otherwise unable, in Bank's good faith determination and judgment, to pay Customer's debts or financial obligations as they become due;
(vi) Customer repudiates or disclaims any FX Transaction; or
(vii) any event or condition occurs which, in Bank's good faith determination and judgment, would allow the acceleration of any indebtedness owing by Customer to any person or entity.

On the occurrence of any Default Event, Bank, in its sole discretion, shall have the right to notify Customer of the Default Event, and either or both of the following: that Bank is terminating Customer's access to and right to use the FXO Service, and that all outstanding FX Transactions of Customer shall be terminated effective on any Business Day at least one (1) Business Day after and not more than ten (10) Business Days after the date of such notice. If Bank so notifies Customer that Customer's outstanding FX Transactions shall be terminated, Bank shall so terminate all outstanding FX Transactions of Customer on the date so designated, and shall calculate in good faith the net amount due and owing from or to Customer including the gains or losses of Customer as of such termination date in replacing or obtaining the equivalent of all such outstanding FX Transactions. In making any such calculation, Bank shall consider the pertinent terms of the terminated FX Transactions, and, as applicable, any loss, cost or gain incurred or received by Customer in the termination, liquidation or re-establishment of any hedge related to the terminated FX Transactions. All such net amounts due and owing from or to Customer shall be aggregated to net all such amounts to a single liquidated amount payable to or by Bank. Bank shall provide Customer with written notice of such aggregated amount, the date when such aggregated amount is due and payable, and, in reasonable detail, Bank's calculation of such aggregated amount.

8. Setoff
In addition to all rights of setoff as set forth in Customer's Deposit Agreement or any other agreement in place between Customer and Bank, or at law, Customer understands and agrees that when any Default Event has occurred, Bank shall have a general right, at Bank's sole discretion without obligation, and without further notice to Customer, (i) to set off or apply funds in any of Customer's Accounts (other than an IRA Keogh plan, tax-deferred retirement account, Health Savings Account, or certain trust accounts) up to and including Customer's account balance(s) with respect to any obligation of Customer owing to Bank in relation to any FX Transaction, and (ii) to set off any obligation of Customer owing to Bank in relation to any FX Transaction against any obligation of Bank owing to Customer in relation to any FX Transaction. Following any such set off, Bank shall give Customer notice of any such set off. Nothing in this section shall be deemed to create a lien or other security interest or charge.

9. Superseding Agreement and Required Reporting.
In the event that Bank and Customer hereafter enter into a foreign exchange master agreement including FX Transactions, or a standardized master agreement published by the International Swaps and Derivatives Association (collectively, a "Master Agreement"), then the terms of such Master Agreement shall supersede and replace these FXO Service terms, and shall govern FX Transactions between Customer and Bank. Notwithstanding any terms and conditions of this Section and Agreement, or any other agreement in place between Bank and Customer, Bank at all times shall be entitled to report information with respect to these FX Online Service terms and conditions and any and all FX Transactions as may be required by law or regulation, or as requested by any governmental authority, subpoena, or investigation.

H. Positive Pay Services

1. Introduction
Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications
Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer may be required to supply Bank with sample Items for testing.

3. Positive Pay
a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service although activation may not be withheld shall it be deemed necessary by Bank. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the Deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). Excluding valid stop payment orders, all Items that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Exception Items. Each Business Day, Bank shall report to Customer any Items that do not match the Issue File ("Exception Items") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then Bank is authorized to finally pay any Exception Item unless Customer has instructed Bank to return the Exception Item prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return any Exception Item unless Customer instructs bank to pay an Exception Item prior to the established Deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this Section of any Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer; (ii) the return of any Exception Item to the depository bank in accordance with this Section; or (iii) Customer's failure to meet Bank's established Deadlines. Customer may be required to place a stop payment order on any returned Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of Bank with Customer's Issue File if available. Customer agrees that Bank may refuse to cash any Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as an Exception Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability

rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented in the back office and at the teller line. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as an Exception Item solely on the basis of the payee information. Customer agrees to cooperate fully with Bank for the purpose of investigation and collection of such Item.

f. Teller Payee Positive Pay. If Customer selects this option, Customer shall designate to Bank all Positive Pay Accounts that shall use Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the positive pay service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for cash at a branch of Bank with Customer's Issue File. Customer agrees that Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

4. Reverse Positive Pay

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay. When an Item is presented for payment against an identified Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the Deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (a) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (b) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated Deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

5. Positive Pay – ACH Service

Positive Pay – ACH Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service. Customer shall create authorizations for incoming ACH Debit Entries that it desires to post to the Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as Exception Items, and Customer agrees to monitor, review and make payment decisions on the Exception Items prior to Bank's established Deadline. If Customer's requested default setup is for Bank to pay all Exception Items, then such Exception Items shall remain paid unless Customer has instructed Bank to return one or more Exception Items prior to the established Deadline. If Customer's requested default setup is for Bank to return all Exception Items, then Bank is authorized to return all Exception Items unless Customer instructs bank to pay one or more Exception Items prior to the established Deadline. Bank shall have no responsibility for any liability, loss or damage resulting from: (a) payment in accordance with this Section of any exception item that is unauthorized; (b) the return of any exception item to the Originator in accordance with this Section; or (c) Customer's failure to meet Bank's established Deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item and shall not obligate Bank to return any item if it is otherwise authorized.

6. Recommended Security Procedures

Bank considers its Positive Pay Services and ACH Block Maintenance Service described below to be included within Bank's security procedures for protection of fraudulent activity against Customer's Account(s). Customer acknowledges the availability of these Services and their effectiveness in controlling the risk of unauthorized Items and transactions. To the fullest extent permissible under applicable law, by waiving enrollment in Positive Pay Services and/or ACH Block Maintenance Service, or by choosing not to use or failing to use such Services in accordance with their applicable terms, Customer understands and agrees that Customer has assumed the risk of any losses that reasonably could have been prevented if Customer had used the Positive Pay Services and/or ACH Block Maintenance Service, as applicable, and that Bank has exercised ordinary care in the payment of Items or transactions drawn or paid against Customer's Account as provided by Articles 3, 4 or 4A of the Uniform Commercial Code as adopted in the State of Texas, or as otherwise provided in the NACHA Rules.

I. ACH Block Maintenance

If Customer elects and Bank agrees to offer the ACH Block Maintenance Service, Bank will return each ACH Debit Entry Bank receives for payment from Account(s) except for those Entries specifically authorized by Customer as indicated on the Service Documentation. Customer waives any claim of wrongful dishonor or return associated with any Entry that is so returned and agrees that Bank will not provide other notice of the receipt or return of any such Entry. Customer further requests Bank to allow only Entries indicated on applicable Service Documentation as it may be modified from time to time. Such modifications shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act on such instructions.

J. Remote Deposit Services

1. Introduction

Customer subscribes to, and Bank agrees to provide, as part of the Services, Remote Deposit Services. The Remote Deposit Service enables Customer to submit to Bank, for deposit to Customer's account(s), electronic check images and associated information ("Check Image(s)") in lieu of the original checks from which such Check Images were obtained.

2. Laws, Rules and Regulations

Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and to be bound by, all applicable state or federal laws, rules and regulations affecting the use Check Images, including but not limited to, rules and procedural guidelines established by the Texas Department of Banking, the Federal Deposit Insurance Corporation ("FDIC"), Federal Trade Commission ("FTC"), the Federal Reserve, National Check Exchange ("NCE"), Small Value Payments Company ("SVPCo"), Viewpointe, Endpoint Exchange, Electronic Check

Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound or is bound by operation of law.

3. Equipment and Software
Bank is not responsible for and shall not be liable with respect to any loss or damage to Customer with respect to, any failure of the equipment, software or services or any failure in the transmission of any Check Image to Bank. Notwithstanding anything in this Agreement to the contrary, if Bank provides any software in connection with the Service, Customer may use that software on only one machine. The software may not be provided to an agent without Bank's prior written consent, which may be conditioned upon the agent's agreement to contractual terms that are acceptable to Bank. Bank is not responsible for any computer virus or related problems that may be associated with using electronic mail or the Internet to deliver Services. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of Customer's computer hardware or software. Bank advises Customer to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

4. Images and Deposit Deadlines
Customer shall submit Check Images to Bank in such format, and with such associated check information, as Bank may specify from time to time. Check Images will be deemed to have been accepted by Bank for deposit on the date that the deposit is acknowledged by Bank's systems. Unless otherwise specified, acknowledgement of deposits will be in the Central Time Zone. The Deadline for same day credit is communicated via the Service Documentation. Deposits made after the Deadline will be posted the following Business Day. Availability of deposits is based on Bank's normal availability schedule as in effect from time to time unless Bank and the Customer have agreed on a different availability schedule. Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

5. Transmission of Deposits
To ensure accuracy, Customer shall balance the deposit dollar amount to the sum of the Items ("Balanced Deposit") prior to transmitting the Deposit in accordance with the procedures. Customer may send multiple deposits to Bank throughout the day unless otherwise specified by Bank. Bank may establish a daily limit of the total dollar amount of deposits transmitted by Customer on a single day ("Deposit Limit"). The Deposit Limit will be determined based on the typical dollar amount of deposits transmitted by Customer on a single day and may be adjusted based on underwriting criteria established by Bank. If the total dollar value of the deposit exceeds the Deposit Limit, Bank may, at its option, refuse to accept the deposit that exceeds the Deposit Limit, or Bank may accept and process the deposit. Customer agrees not to exceed the Deposit Limit. Bank reserves the right to change the Deposit Limit. These modifications are effective immediately and may be implemented prior to Customer's receipt of the newly established Deposit Limit. Customer may contact Bank at any time to verify the current Deposit Limit.

6. Representations and Warranties
Customer warrants and represents, with respect to each Check Image submitted to Bank, that: (a) Customer is authorized to deposit each Check Image; (b) the Check Image accurately represents all of the information on the front and back of the original check, and that all such information is legible on the Check Image; (c) no person will receive presentment of the original check, a substitute check based on the original check, or a paper or electronic representation of the original check or a substitute check, such that that person will be asked to make a payment based on a check that it has already paid; (d) each Check Image meets the ANSI X9.37 standards for image quality (or such additional standard as may be adopted from time to time); (e) both the Customer and the clients with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes; and (f) transactions processed by Bank are not prohibited by any applicable law, regulation, rule, order or judgments.

7. Physical Check Retention and Internal Controls
Customer shall assume all responsibility for destroying the imaged physical checks with a minimum retention of sixty (60) days after processing. Physical checks shall be stored in a secure manner during the retention period and shall be properly shredded in accordance with industry standards after the retention period has expired. Upon request, Customer shall allow Bank to review Customer's controls with respect to the storage and destruction of the physical checks and adhere to Bank provided best practices and procedures. Customer shall provide written notice to Bank of any changes to the information provided by Customer to Bank, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by Bank within five (5) Business Days of the change. Further, upon Bank's request, Customer shall provide updated information within five (5) days of such request. Bank retains the right to (a) review Customer's Item and business activity from time to time to confirm Customer is conducting business as stated by Customer at the time of the execution of this Agreement, and (b) re-price or terminate Bank's services based on changes to the facts previously stated by Customer.

8. Foreign Deposited Items
Customer shall not scan any foreign Items for deposit, even if they are in U.S. Dollars. Bank cannot allow any Item drawn on a foreign bank to be scanned and sent via electronic image. Examples of items that would not be accepted are those drawn on Banks in Canada, Mexico, or Europe, among others.

9. Endorsements
Customer is responsible for proper endorsement of checks and Check Images prior to submitting the same to Bank for deposit via Remote Deposit Services, including, without limitation, the inclusion of any restrictive endorsement language required by Bank. Customer understands and agrees that all items deposited by Customer via Remote Deposit Services must contain the restrictive endorsement "For mobile deposit at PlainsCapital Bank only" followed by the Customer's account number and date of deposit. Customer further agrees to indemnify and hold harmless Bank, as set forth in and in addition to all matters addressed in Section A(10) of this Agreement, from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorney's fees) arising from or relating to the deposit of the original check at any other financial institution or business. Additionally, Customer may request that Bank endorse checks electronically in lieu of physical endorsement if transmitted to Bank through Remote Deposit Services software. In such case that Customer directs Bank to make an electronic endorsement, Customer shall indemnify and hold Bank harmless for any endorsement made on Customer's behalf.

10. Substitute Checks
Customer shall not scan any substitute checks for deposit. Substitute checks are printed representations of the original check that were converted to paper from an electronic image.

11. Contingency Plan
Customer agrees that in the event that Customer is not able to capture, balance, process, or otherwise transmit a deposit to Bank for any reason, including but not limited to communications, equipment or software outages, interruptions or failures, Customer will transport the physical checks and deposits to the closest office of Bank and deposit the original checks with Bank until such time that the outage or other interruption can be identified and resolved.

K. Lockbox Services

1. Lockbox Service Requirements
Bank provides retail and wholesale lockbox services ("Lockbox Services") in house or through third party vendors to assist Customers in expediting receipt of their remittances. As it relates to Lockbox Services, "Bank" shall have the meaning of Bank and / or third party vendor where applicable. Customer agrees to terms of this entire Agreement where applicable to third party vendors. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of Lockbox Services, Customer must maintain a demand deposit account with Bank.

2. Access to Mail
Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail will be marked "Return to Sender" unless otherwise instructed by Customer.

3. Proprietary Rights
Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

4. Collections/Availability
Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

5. Transmission of Information
Bank shall transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer acknowledges that the Lockbox Information may include consumer information that is confidential and may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are susceptible to risk and agrees that Bank shall not be liable for any obligations, liability or losses that results from the non-receipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information.

6. Retail Lockbox Processing
Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to the Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as non-processable. Bank will deliver miscellaneous enclosures, non-processable transactions and remittance data in accordance with the Implementation Documents. Payment coupons and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in coupon and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's coupons and/or envelopes (including coupon scan line configuration) without such prior approval.

7. Wholesale Lockbox Processing
Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this Section unless otherwise dictated by Customer in accordance with the Service Documentation. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Service Documentation. Customer shall not use any form of prepaid business reply mail envelopes for its lockbox remittances and shall review any proposed envelope changes with Bank prior to use.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the acceptable payees listed in the Service Documentation or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others will be returned by Bank as exceptions.

d. Missing Signature. In the absence of a signature, Bank will process the check.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. Notation. Customer agrees that Bank shall make reasonable efforts to act on Customer's instructions regarding checks containing "paid in full" or other restrictive notation, whether preprinted or handwritten. Customer further agrees that Bank shall not be liable for identifying or failing to identify such notations.

8. Imaging Services
If Customer elects and Bank agrees to provide imaging services for all Customer remittance, correspondence, and checks, Customer agrees that Bank shall destroy all original documentation in a period not to exceed thirty (30) days unless otherwise requested by Customer. Customer also agrees that if document retention services are requested beyond thirty (30) days, additional fees may apply.

L. Controlled Disbursement Services

1. Disbursement Account
If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") in accordance with Bank's Deposit Agreement. Bank reserves the right to require customer to use Bank's positive pay service in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as it's agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

2. Funding Procedures
On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer. If Customer elects and Bank agrees to allow ACH disbursements drawn on the Disbursement Account, Customer agrees to utilize Bank's primary Routing Number (111322994) for those ACH disbursements. Customer also acknowledges that the Total Clearings report will only reflect total disbursement checks drawn on the Disbursement Account and agrees to fund the entire amount of ACH disbursements in addition to Total Clearings.

3. Special Circumstances
Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its

Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

4. Return of Items Unpaid
Bank reserves the right, with reasonable notification, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that: (a) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings; (b) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or (c) any communications failure or other condition prevents Bank from monitoring Customer's Items presented for payment.

5. Stop Payment Orders
Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

M. Cash Vault Services

1. U.S. Currency
The Terms "cash", "coin", "note", "check" and "currency" as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

2. Account
All deposits of cash, currency, coin, notes and checks will be credited to, and all withdrawals of cash, currency, coin, notes and checks will be debited against, Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.

3. Deposits
a. Customer shall supply and maintain clear, disposable, and tamper proof plastic bags for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows: (i) currency will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with one hundred (100) notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (iv) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time; any deposits received by Bank after its daily cutoff time may be considered to have been received on the next Business Day.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. If there is a currency and coin variance from the declared amount on Customer's deposit ticket, Bank shall adjust Customer's currency and coin deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. Bank will notify Customer by means deemed appropriate by Bank of any deposit for which Bank's count varies from Customer's count. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank's established Deadline. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

4. Withdrawals
a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer ("Change Orders"). All Change Orders will be charged to the account designated by Customer and must be picked up by Customer's agent. Only armored couriers may pick up Change Orders directly from a cash vault operated by Bank. Bank may release any Change Order to any individual that Bank reasonably believes to be Customer's agent. Customer shall be responsible for any Change Order after receipt thereof by the agent. Bank may specify a daily Change Order limit and Customer agrees that it will not initiate a Change Order in excess of the designated limit. In no event shall Customer initiate a Change Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows: (i) the preferred order for currency is in standard full strap quantities only; (ii) coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only; (iii) a charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank; (iv) orders for coin and currency may be placed no later than the Deadline established by Bank from time to time for delivery on the next Business Day (depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders); and (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two Business Days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

5. Carrier Service
Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

6. Representations
Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

7. Regulatory Compliance
Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

8. Cash Vault Agents
Bank from time to time may use any third party or agent of Bank's choosing, at its sole discretion, to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Cash Vault Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with any such third party or agent. Except as otherwise specified herein, Bank's use of such a third party or agent shall not relieve Bank of its obligations or liabilities hereunder. Bank's ability to provide Cash Vault Services may depend upon its ability to provide or obtain access to a third party or agent, and in the event Bank determines, in its sole discretion, that it is unable to provide or obtain such access, Bank may discontinue the Cash Vault Services and shall have no liability to Customer for the unavailability of the Service.

In order to facilitate customer Change Order requests through a third party or agent, Bank may require a minimum lead time of one (1) Business Day, and in some cases longer, in order to fulfill the request. In all cases a customer's account will be debited the date the order is prepared, not the date of receipt.

Additionally, if cash vault deposits are accepted and processed through a third party or agent, funds will be made available one (1) Business Day after the third party or agent has reported the deposit. All deposits are subject to the accurate and timely reporting of the third party or agent.

N. Collection Items

1. Introduction
If requested by Customer and agreed to by Bank, Customer may initiate and receive collection items regarding automobile drafts ("Automobile Drafts"), oil and gas lease drafts ("Lease Drafts"), insufficient funds checks ("NSF Checks") and foreign dollar checks ("Foreign Checks") (Automobile Drafts, Lease Drafts, NSF Checks and Foreign Checks are sometimes referred to herein individually as a "Collection Item" and collectively as "Collection Items") through Bank, pursuant to the additional terms and conditions contained in this Section.

2. Compliance with Codes/Law
In addition to all other laws and regulations applicable to this Agreement, this Section is specifically and additionally subject to all applicable provisions of the Uniform Rules for Collections 522 ("URC 522") (together with applicable provisions of the Uniform Commercial Code as adopted in the State of Texas, the "Codes"), the sanctions, laws, regulations and orders administered by Office of Foreign Assets Control, and all other applicable federal, state and local laws.

3. Preparation of Collection Items
a. Incoming Collection Items. Bank shall prepare all incoming Collection Items and related trust receipts.

b. Outgoing Collection Items. Customer shall prepare and deliver to Bank all outgoing Collection Items in accordance with the terms hereof, including the additional collection requirements set forth in the Service Documentation (the "Additional Collection Requirements"). Bank shall transmit outgoing Collection Items in accordance with the terms hereof, including the Additional Collection Requirements.

4. Processing and Settling Collection Items
Bank shall process and settle Collection Items in accordance with the terms hereof and the requirements of the Codes. Collection Items shall be deemed received by Bank when actually received at one of Bank's collection locations (each, a "Collection Location" and collectively, the "Collection Locations") set forth in the Additional Collection Requirements. Bank is under no requirement to process any Collection Item that does not conform to the terms of this Agreement. Bank shall notify Customer of the receipt of any nonconforming or returned Collection Item within one (1) Business Day of Bank's receipt thereof; provided, however, that Bank shall have no obligation to resubmit a returned Collection Item.

5. Credit for Outgoing Collection Items
Customer may receive immediate ledger credit for deposited Automobile Drafts only, so long as Customer's Account with Bank is subject to negative collected balance assessments. Credit to Customer for Collection Items other than those subject to the terms of the preceding sentence shall be given upon Bank's receipt of funds from the collecting bank.

6. Payment for Collection Items
a. Incoming Collection Items. Customer shall pay all incoming Collection Items identified as "Site Collection" within three (3) Business Days of receipt thereof. Customer shall pay all other Collection Items within the time prescribed for each specific Collection Item. If payment from Customer for a Collection Item is not received by Bank on or before the Bank's due date, Bank may either return such Collection Item to Customer or debit Customer's Account for payment.

b. Outgoing Collection Items. Bank shall debit Customer's Account (i) for any outgoing Collection Item for which Customer received credit and for which payment in full has not been received by Bank on or before thirty (30) calendar days from the date that such Collection Item was processed by Bank, and (ii) for any outgoing Collection Item that is returned to Bank without payment.

7. Customer Account
Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting Customer's accounts identified in the Collections Authorization Form to be provided by Bank upon request. Customer shall at all times maintain a balance of available funds in such accounts sufficient to cover its payment obligations under this Agreement. In the event that there are not sufficient available funds in such accounts to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any Account maintained by Customer with Bank in order to obtain payment of Customer's obligations under this Agreement. Upon request of Bank, Customer agrees to promptly provide to Bank such information pertaining to Customer's financial condition as Bank may reasonably request.

8. Account Reconciliation
Collection Items processed by Bank or credited to Customer's Account maintained with Bank will be reflected on Customer's periodic statements issued by Bank with respect to the Account pursuant to the Deposit Agreement. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any periodic statement in accordance with the Deposit Agreement.

9. Data Retention
Customer acknowledges that it is bound by, and agrees to comply with, all applicable provisions of the Codes, and the State of Texas Retention Guide, with regard to Customer's responsibilities to retain Collection Items and related source documents. Customer agrees to provide Bank with copies of any such documents upon request by Bank.

10. Exposure Limits
Customer agrees that the ability to deposit Collection Items is subject to and limited by Exposure Limits determined by Bank in its sole and absolute discretion, which Exposure Limits may be adjusted by Bank from time to time upon fifteen (15) days' written notice to Customer. For purposes hereof, Exposure Limits are limits to the total deposited amount of Collection Items for which a corresponding Collection Item payment has yet to have been received.

11. Collection Authorized Users
a. Customer may designate authorized agents or individuals (each, a "Collection Authorized User" and collectively, "Collection Authorized Users") by completing the Collections Authorization Form, to act on behalf of Customer with regard to Collection Items. Customer may change Collection Authorized Users at any time by completing and delivering to Bank a new Collections Authorization Form; provided, however, that any such changes will not be effective upon Bank until Bank's Central Collection Department has received such Collections Authorization Form and has had a reasonable opportunity to act thereon.

b. If Customer believes or suspects any Collection Items to have been obtained from Bank by unauthorized persons, Customer agrees to immediately notify Bank. Notwithstanding the foregoing, no such notice shall affect the good faith Collection Services of Bank made prior to receipt of any such notification and Customer shall remain liable for the same.

c. Any Collection Item (or any request for cancellation, return or amendment of a Collection Item) received by Bank in good faith, which purports to have been authorized by Customer in accordance with the terms of this Agreement, shall be deemed a valid Collection Item or request and a valid obligation of Customer.

d. Bank may rely, and shall in no event incur any liability with respect to any action taken or omitted to be taken in reliance, upon any representation by an individual purporting to be a Collections Authorized User and having the reasonable appearance of one who is authorized to act as such pursuant to the Collections Authorization Form, and Bank shall not be responsible nor liable in any respect for any lack of actual authority of any such person.

12. Verbal Instructions
From time to time, Bank may choose, as an accommodation to Customer, to honor Customer's request to give Bank verbal instructions regarding Collection Items. Customer agrees that Bank may, in good faith, rely on such verbal instructions that purport to come from Customer or its Collection Authorized Users and Customer shall hold Bank harmless from and against

any and all losses, claims, liabilities, damages, costs and expenses incurred or experienced as a result of Bank's reliance on such verbal instructions.

13. Rejection of Collection Items/Instructions
Bank is under no obligation to honor, either in whole or in part, and may reject, any Collection Item, or any instruction related thereto, which does not comply with the terms and conditions of this Agreement, or which violates any provision of the Codes or other federal, state or local law. Additionally, Bank may, at its sole and absolute discretion, reject any Collection Item that is not transmitted between financial institutions.

14. Cancellation or Amendment by Customer
Customer shall have no right to cancel or amend any Collection Item after its receipt by Bank. Notwithstanding the foregoing, Bank shall use reasonable efforts to act on a request by Customer for cancellation of or amendment to any Collection Item prior to Bank processing such item. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect the cancellation or amendment of a Collection Item.

15. Responsibility for Content
In the performance of Bank's services with regard to Collection Items, Bank shall be entitled to rely solely upon the information, and the representations and warranties provided by Customer pursuant to this Agreement and shall not be responsible for the accuracy or completeness thereof. Customer shall at all times remain liable for the content and accuracy of each Collection Item.

O. Cash Management Sweep Services

1. Definitions
For purposes of this Section, the following definitions shall apply: (a) "Sub Account" means Customer's Account that initiates Transactions for Zero Balance Sweep; (b) "Master Account" means Customer's Account that is affected by Sub Account Transactions; (c) "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks and other Items; (d) "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein; (e) "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit; (f) "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of available funds as of the close of business on any Business Day; (g) "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance; (h) "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit; (i) "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time; and (j) "Transaction" means a Loan Transaction, Repayment Transaction, or Book Transfer between Account(s) at Bank.

2. Overdrafts
Bank may debit the Account(s) as set forth below, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

3. Zero Balance Sweep Option
a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Sub Account and credit the Master Account in an amount equal to the amount of Excess Funds.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will debit the Master Account in an amount equal to the amount by which such available balance is less than the Target Balance.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, and (ii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

4. Credit Sweep Option
a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or these Terms and Conditions or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (1) the Credit has matured or been terminated by Bank; (2) Customer has cancelled the Credit; or (3) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) these Terms and Conditions shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under these Terms and Conditions in lieu of or prior to initiating the transfer of Excess Funds under such other service and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

5. General Terms Applicable to All Investment Options
a. If an Investment Sweep Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and investment device selected by Customer. Funds will be transferred between the accounts so that: (i) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (ii) any collected funds in the DDA that exceed the Peg Balance are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the Investment Option account. Bank may limit the amount of excess collected funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day.

b. Bank is authorized to execute as Agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction

of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

c. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account. (d) Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to these services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

6. DDA Sweep

a. Terms. If Customer chooses to invest excess funds in a DDA Sweep Account, Customer and Bank agree that such DDA Sweep Account shall be governed by the terms of the PlainsCapital Bank DDA Sweep Agreement, to be entered into by and between Customer and Bank.

b. IMPORTANT DISCLOSURES REGARDING DDA SWEEP ACCOUNTS.

DEPOSITS IN DDA SWEEP ACCOUNTS ARE UNCONDITIONAL OBLIGATIONS AND DEPOSITS OF PLAINSCAPITAL BANK. DEPOSITS IN DDA SWEEP ACCOUNTS ARE INSURED BY THE FDIC UP TO APPLICABLE LIMITS.

7. Mutual Fund Sweep

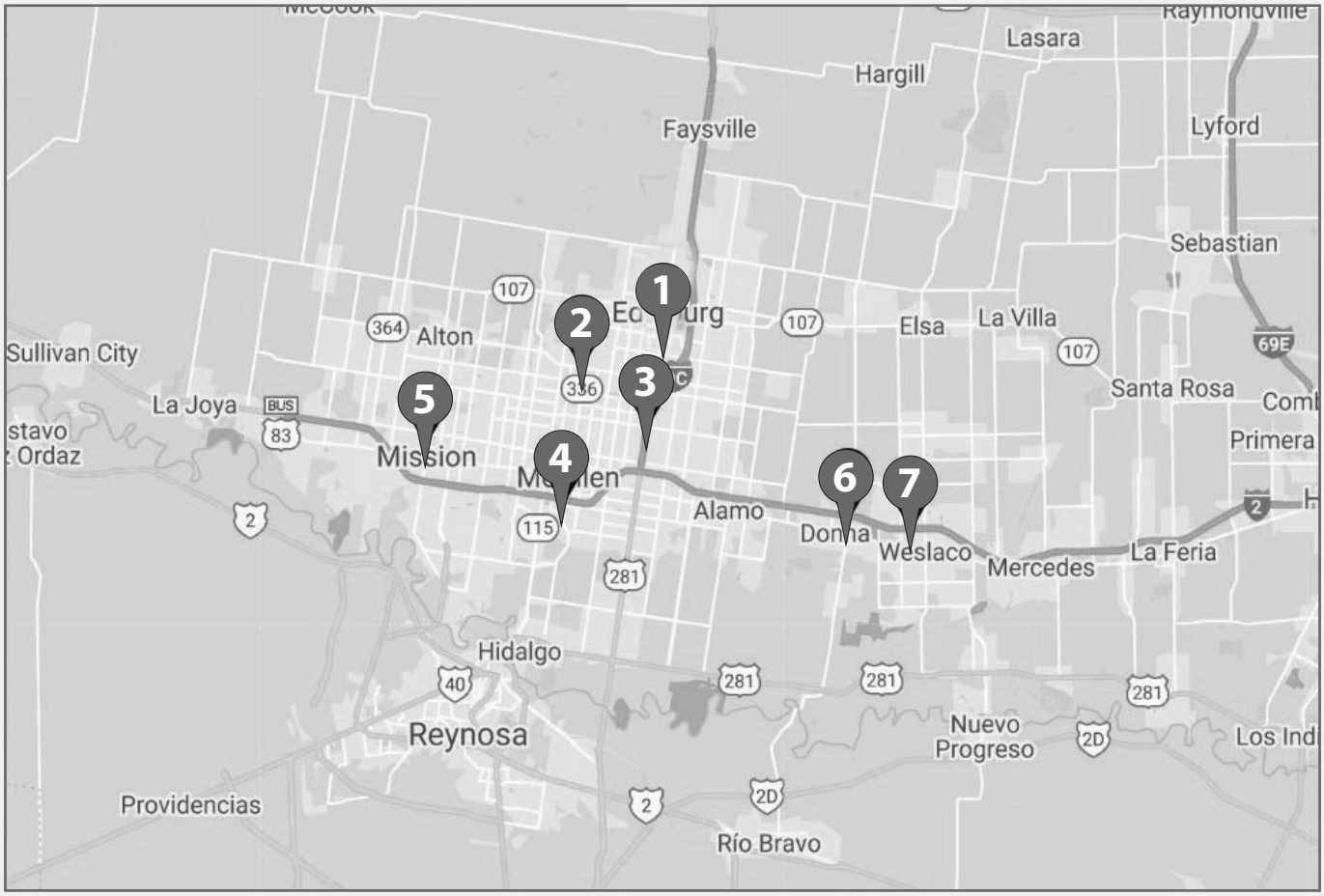
a. Terms. If Customer chooses the Mutual Fund sweep option, excess funds will be invested in the INVESCO fund offered for this service. INVESCO or related parties serve as investment advisor, custodian, transfer agent, and accounting services agent and receive compensation for such services as disclosed in the prospectus for the selected fund.

b. IMPORTANT DISCLOSURES REGARDING MUTUAL FUND SWEEPS.

FUNDS INVESTED IN THE MUTUAL FUND ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION, ARE NOT OBLIGATIONS OF, OR GUARANTEED BY, THE UNITED STATES GOVERNMENT OR ANY AGENCY OR INSTRUMENTALITY THEREOF, PLAINSCAPITAL BANK, OR ANY OF ITS AFFILIATES, AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED. IN ADDITION, AN INVESTMENT IN A MONEY MARKET MUTUAL FUND IS NEITHER INSURED NOR GUARANTEED BY THE U.S. GOVERNMENT AND THERE IS NO ASSURANCE THAT THE FUND WILL BE ABLE TO MAINTAIN A STABLE NET ASSET VALUE OF $1.00 PER SHARE.

c. CUSTOMER ACKNOWLEDGMENTS.

BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF ANY DESIGNATED FUND. PLAINSCAPITAL BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.



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PlainsCapitalBank

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**Upon award of the Depository Contract, Bank will provide cell phone numbers for urgent matters and after hours assistance.*

PlainsCapital Bank

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-21

APPROVAL OF FISCAL YEAR 2023 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT

THIS RESOLUTION is adopted this 23rd day of April, 2024, 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 2023 fiscal year commenced on January 1, 2023 and ended on December 31, 2023; and

WHEREAS, the Board accepts the Fiscal Year 2023 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 2023 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

*****

Passed and Approved as to be effective immediately this 23rd day of April, 2024, 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.

Ezequiel Reyna, Jr., Vice-Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2023

AUDITED ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Hidalgo County Regional Mobility Authority

BOARD OF DIRECTORS

S. David Deanda Jr. - Chairman

Ezequiel Reyna, Jr.

Juan Carlos Del Angel

Gabriel Kamel

Francisco “Frank” Pardo

Sergio Saenz

Michael J. Williamson

EXECUTIVE DIRECTOR

Pilar Rodriguez, P.E.

CHIEF FINANCIAL OFFICER

Jose H. Castillo

Audited Annual Financial Report

For the Year Ended
December 31, 2023

Hidalgo County Regional Mobility Authority

AUDITED ANNUAL FINANCIAL REPORT
YEAR ENDED DECEMBER 31, 2023

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

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 business-type activities of Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2023, 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 business-type activities of the Authority, as of December 31, 2023, and the respective changes in financial position and 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 Auditors' 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 auditors' 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 and budgetary comparison information on pages 5-8 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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 15, 2024, 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.

Burton McCall & Long, L.L.P.

McAllen, Texas
April 15, 2024

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, 2023.

FINANCIAL HIGHLIGHTS

- The Authority's net position grew by nearly $39.8 million or 45.6%. This growth is mainly due to slight increase in operating revenues, moderate increase in investment earnings, conservative administrative operational costs and a decrease in debt service interest ($1.5M).

- Capital assets (net of depreciation) increased by $59.5M primarily due to the 365Toll Road construction.

- Capital grant revenue from the federal government totaled $36.6M.

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, total assets resources exceeded liabilities by roughly $126.9 million at the close of the year ended December 31, 2023.

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

	2023	2022
Assets		
Current and other assets	$ 185.6	$ 192.0
Capital assets	258.6	199.1
Total assets	444.2	391.1
Liabilities		
Other liabilities	13.7	4.2
Long-term liabilities	303.6	302.1
Total liabilities	317.3	306.3
Net Position		
Net invested in capital assets, net of related debt	12.6	11.2
Restricted	84.2	139.7
Unrestricted	30.1	(63.8)
Total net position	$ 126.9	$ 87.1

By far the largest portion of the Authority's net position ($126.9 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 are 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 $23,256,071 and bond proceeds restricted to be used for projects totaling $60,862,607. Unrestricted net position totaled $30,181,662.

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

	2023	2022
Operating revenues		
Charges for services	$ 8.4	$ 8.0
	8.4	8.0
Operating expenses	1.6	1.5
Operating income	6.8	6.5
Non-operating revenues (expenses)	33.0	25.6
Change in net position	39.8	32.1
Net position - beginning	87.1	55.0
Net position - ending	$126.9	$ 87.1

The authority's net position increased by nearly $39.8 million, mainly due to investment earnings and less debt service expenses.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Authority's capital assets (net of accumulated depreciation) amount to $258.6 million. This investment in capital assets includes construction in progress as well as land, leasehold improvements, infrastructure, office equipment, and right to use building. The total increase in the Authority's capital assets for the current year was $59.6M or 30%. 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

	2023	2022
Leasehold improvements	$ 225	$ 273
Office equipment	17	23
Land	1,356	1,356
Right to use-Building	186	230
Infrastructure	2,707	2,808
Construction in progress	254,192	194,422
	$ 258,683	$199,111

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 $289.1 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)

	2023	2022
Bonds	$289,197	$287,052
	$289,197	$287,052

The net increase in long-term debt was $2.1M. This was the net result of additional principal accretion of $4.3M and principal reduction of ($2.2M) current amounts due for the year.

ECONOMIC FACTORS AND NEXT YEAR

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

All these factors were considered in preparing the Authority's budget for the year 2024.

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, 2023

ASSETS		
Current assets:		
Cash and cash equivalents	$	40,209,459
Cash with fiscal agent		62,152
Investments		39,453,042
Accrued interest		164,752
Receivables (net of allowance for uncollectible):		
Vehicle registration fees receivable		474,330
Overweight permit fee receivable		29,754
Due from governmental agencies		10,537,277
Prepaid expense		48,132
Restricted assets:		
Cash and cash equivalents		27,132,973
Investments		66,346,628
Prepaid expense		898
Accrued interest		782,076
Total current assets		185,241,473
Noncurrent assets:		
Prepaid bond insurance		275,498
Capital assets:		
Land		1,356,039
Leasehold improvements		388,932
Office equipment		40,946
Right-to-use asset - building		437,340
Infrastructure roads		3,010,637
Construction in progress (nondepreciable)		254,192,172
Accumulated depreciation		(491,277)
Accumulated amortization		(251,471)
Total capital assets		258,683,318
Total noncurrent assets		258,958,816
Total assets	$	444,200,289
LIABILITIES		
Current liabilities payable not from restricted assets:		
Accounts payable	$	538,321
Accrued wages		39,617
Lease payable		208,697
Current portion of long-term debt		2,858,690
Unearned revenue		62,152
Current liabilities payable from restricted assets:		
Accounts payable		9,435,597
Accrued interest payable		535,214
Total current liabilities payable		13,678,288
Noncurrent liabilities:		
Long-term debt (net of current portion)		303,626,442
Total noncurrent liabilities		303,626,442
Total liabilities		317,304,730
NET POSITION		
Net invested in capital assets		12,595,219
Restricted for:		
Debt service		23,256,071
Capital projects		60,862,607
Unrestricted		30,181,662
Total net position		126,895,559
Total liabilities and net position	$	444,200,289

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, 2023

Operating revenues:		
Charges for sales and services:		
Vehicle registration fees	$	7,042,180
Overweight permit fees		1,346,636
Total operating revenues		8,388,816
Operating expenses:		
Personnel services		900,332
Supplies		15,459
Other services and charges		519,178
Depreciation and amortization expense		198,640
Total operating expenses		1,633,609
Operating income		6,755,207
Non-operating revenues (expenses):		
Miscellaneous		5,119
Investment earnings- unrestricted		2,920,237
Investment earnings- restricted		6,046,235
Intergovernmental - grant		36,575,925
Intergovernmental - cities contributions		80,000
Bond interest expense		(6,722,078)
Principal bond accretion on 2022A and B		(4,384,585)
Interest expense/fees - bonds		(33,747)
Interest expense - amortization bond premiums/deferred charges on refunding		(1,475,648)
Total non-operating revenues (expenses)		33,011,458
Change in net position		39,766,665
Total net position - beginning		87,128,894
Total net position - ending	$	126,895,559

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, 2023

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from vehicle registrations, overweight permit fees, and other	$ 8,373,910
Payments to employees	(886,993)
Payments to suppliers	(15,459)
Payments for contractual services	(194,257)
Net cash provided by operating activities	7,277,201
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Proceeds from other governmental entities	80,000
Net cash provided by noncapital financing activities	80,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments related to acquisition and construction of capital	(56,705,252)
Principal paid on long-term debt	(2,240,000)
Interest paid on long-term debt	(6,534,100)
Proceeds from capital grant	37,049,847
Principal payments on lease payable	(43,874)
Interest paid on lease payable	(9,886)
Net cash used by capital and related financing activities	(28,483,265)
CASH FLOWS FROM INVESTING ACTIVITIES	
Net purchase of investments	(6,361,281)
Interest income	8,522,620
Net cash provided by investing activities	2,161,339
Net decrease in cash and cash equivalents and restricted cash and cash equivalents	(18,964,725)
Cash and cash equivalents and restricted cash and cash equivalents, beginning of fiscal year	86,369,309
Cash and cash equivalents and restricted cash and cash equivalents, end of fiscal year	$ 67,404,584
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	$ 6,755,207
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization expense	198,640
(Increase) decrease in receivable -Vehicle Registration Fees	23,270
(Increase) decrease in accounts receivable -Promiles	(15,672)
(Increase) decrease in prepaid expense	29,934
Increase (decrease) in accounts payable	294,988
Increase (decrease) in accrued wages	13,339
Increase (decrease) in unearned revenue	(22,505)
Total adjustments	521,994
Net cash provided by operating activities	$ 7,277,201

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 improvements	10
Office equipment	5
Infrastructure - roads	30

E. Restricted Assets

Proceeds from the Authority's bonds are restricted for projects. Certain resources that 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. On December 31, 2023, 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.

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.

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

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.

O. New Accounting Pronouncements

The Governmental Accounting Standards Board has issued the following pronouncement:

GASB Statement No. 96, Subscription-Based Information Technology Arrangements. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—and intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITA are based on the standards established in Statement No. 87, Leases, as amended.

The Authority has no arrangements of this type that would impact the financial reporting.

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, 2023, 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, 2023, the carrying amount of the Authority's deposits was $113,806 and bank balance was $123,812.

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. On December 31, 2023, investments in LOGIC totaled $67,342,432 of which $27,132,973 was restricted by bond covenants and $40,209,459 was unrestricted.

The Authority has investments that are unrestricted and restricted. The unrestricted investments are the funds not legally restricted for a specific purpose and are invested in 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 hierarchy 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, 2023:

		Fair Value Measurement Using		
	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Government Securities - Unrestricted	$ 39,453,042	$ 39,453,042	$ -	$ -
Government Securities - Restricted	66,346,628	66,346,628	-	-
	$ 105,799,670	$ 105,799,670	$ -	$ -

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, 2023			
	Fair Value	Less Than 1	1-2	2-3
Government Securities - Unrestricted	$ 39,453,042	$ 39,453,042	$ -	$ -
Government Securities - Restricted	66,346,628	66,346,628	-	-
	$ 105,799,670	$ 105,799,670	$ -	$ -

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, 2023, the investments in the State's investment pools were rated AAAm by Standards and Poor's. Investments in Government securities consisted of Federal Home Loan Banks rated A-1+, Federal Home Loan Mortgage Corp rated AAA, Federal National Mortgage Association rated AAA, Federal Home Loan Banks rated AAA, Federal Farm Credit Banks Funding Corp rated AAA and United States Treasury rated AAA.

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, 2023, the Authority's bank balance was not exposed to custodial credit risk and was over-insured and over-collateralized via Plains Capital 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, 2023 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, 2023, the Authority's unearned revenues totaling $62,152 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, 2023, was as follows:

	Balance 12/31/2022	Increases	Disposals/ Transfers	Balance 12/31/2023
Capital Assets, not being depreciated:				
Land	$ 1,356,039	$ -	$ -	$ 1,356,039
Construction in progress	194,421,544	59,770,628	-	254,192,172
Total Capital Assets not being depreciated	195,777,583	59,770,628	-	255,548,211
Capital Assets, being depreciated:				
Leasehold improvements	388,932	-	-	388,932
Office equipment	40,946	-	-	40,946
Right-to-use asset - building	437,340	-	-	437,340
Infrastructure - roads	3,010,637	-	-	3,010,637
Total Capital Assets being depreciated	3,877,855	-	-	3,877,855
Less accumulated depreciation and amortization for:				
Leasehold improvements	(115,964)	(47,497)	-	(163,461)
Office equipment	(17,698)	(6,054)	-	(23,752)
Right-to-use asset - building	(207,737)	(43,734)	-	(251,471)
Infrastructure - roads	(202,709)	(101,355)	-	(304,064)
Total accumulated depreciation and amortization	(544,108)	(198,640)	-	(742,748)
Total Capital Assets being depreciated (net)	3,333,747	(198,640)	-	3,135,107
Total Capital Assets, Net	$ 199,111,330	$ 59,571,988	$ -	$ 258,683,318

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

C. Capital Assets - *(Continued)*

Increase in construction in progress consists of the following:

Consulting and engineering	$ 2,535,083
Legal and professional	190,152
Loop project: 365 Tollway/IBTC	56,304,784
Capitalized wages	740,609
	$ 59,770,628

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, 2023, 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. The beginning balance outstanding was $1,425,000. At year end, the amount outstanding was paid, and no obligation remained.

On February 10, 2022, the Authority issued and received proceeds amounting to $151,650,345 from the issuance of the Series 2022A Senior Lien Bonds issued in part as Current Interest Bonds (the "Series 2022A Senior Lien CIBs") and Capital Appreciation Bonds (the 'Series 2022A Senior Lien CABs"). It also issued the Series 2022B Junior Lien Bonds in the amount of $63,884,707 in part as Current Interest Bonds (the "Series 2022B Junior Lien CIBs") and Capital Appreciation Bonds (the 'Series 2022B Junior Lien CABs"). The purpose of these two bond issues is for the construction of the 365 Toll Road and to retire the Jr. Lien Bond Series 2016 in the amount of $23,534,334.

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

E. Long-Term Obligations (*Continued*)

1. Revenue bonds (*Continued*)

At December 31, 2023, the Authority had the following long-term bonds outstanding:

$9,870,000 refunding bonds, Series 2020A due in various installments through 2050 with interest of 3.00% to 4.00%.		$ 9,870,000
$58,015,000 refunding bonds, Series 2020B due in various installments through 2043 with interest of 2.91% to 2.97%.		55,585,000
$151,650,345 Senior Lien Toll and Vehicle Registration Fee Revenue Bond, Series 2022A due in various installments through 2056 with interest of 3.50% to 5.00%. Bonds are secured with a pledge of dedicated Vehicle Registration Fees and Toll revenues.	151,650,345	
Principal accretion on Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A.	5,693,408	
Total outstanding balance on Senior Lien Series 2022A Bonds		157,343,753
$63,884,707 Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bond, Series 2022B due in various installments through 2056 with interest of 3.50% to 5.00%. Bonds are secured with a pledge of dedicated Vehicle Registration Fees and Toll revenues.	63,884,707	
Principal accretion on Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bond, Series 2022B.	2,513,437	
Total outstanding balance on Junior Lien Series 2022B Bonds		66,398,144
Total principal outstanding		289,196,897
Bond premium		17,288,235
Total long term bonds payable		$ 306,485,132

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

E. Long-Term Obligations (*Continued*)

1. Revenue Bonds (*Continued*)

Debt service requirements on long-term obligations at December 31, 2023 including principal accretion are as follows:

Year Ended December 31	Principal	Interest	Total
2024	$ 2,325,000	$ 6,422,567	$ 8,747,567
2025	2,345,000	6,400,154	8,745,154
2026	2,365,000	6,375,204	8,740,204
2027	2,400,000	6,342,945	8,742,945
2028	3,475,000	6,307,809	9,782,809
2029-2033	35,435,000	28,876,787	64,311,787
2034-2038	59,370,000	19,532,364	78,902,364
2039-2043	69,561,634	23,252,917	92,814,551
2044-2048	44,118,604	60,587,496	104,706,100
2049-2053	47,261,201	80,767,245	128,028,446
2054-2056	20,540,458	59,394,540	79,934,998
	$289,196,897	$304,260,028	$ 593,456,925

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 $23,256,071 for the year ended December 31, 2023. 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 on December 31, 2023 are as follows:

	Balance 12/31/2022	Increases	Decreases	Balance 12/31/2023	Due Within One Year
Bonds Payable:					
Revenue Bond Series 2013	$ 1,425,000	$ -	$ 1,425,000	$ -	$ -
Revenue Bond Series 2020A	9,870,000	-	-	9,870,000	-
Revenue Bond Series 2020B	56,400,000	-	815,000	55,585,000	2,325,000
Revenue Bond Series 2022A	154,302,560	3,041,193	-	157,343,753	-
Revenue Bond Series 2022B	65,054,751	1,343,393	-	66,398,144	-
Premium on Bonds-2013	53,043		53,043	-	-
Premium on Bonds-2020A	1,255,852		45,256	1,210,596	45,256
Premium on Bonds-2022A	12,078,598		356,126	11,722,472	356,126
Premium on Bonds-2022B	4,487,476		132,309	4,355,167	132,308
Total Long-Term Obligations	$304,927,280	$ 4,384,586	$ 2,826,734	$ 306,485,132	$ 2,858,690

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

E. Long-Term Obligations (*Continued*)

2. Arbitrage

In 2013 and 2022, 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. On December 31, 2023, 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. Lease Payable

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. Management uses the Authority's incremental borrowing rate 4.25% to discount the lease payments. On December 31, 2023, the Authority recognized a right-to-use asset as follows:

Right-to-use asset	$ 437,340
Amortization	(251,471)
Right-to-use asset, net	$ 185,869

On December 31, 2023, the Authority recognized a lease liability totaling $208,697. Future payments on this lease are as follows:

December 31,	Principal	Interest	Total Payment
2024	$ 45,775	$ 7,985	$ 53,760
2025	47,759	6,001	53,760
2026	49,829	3,931	53,760
2027	51,988	1,772	53,760
2028	13,346	95	13,441
	$ 208,697	$ 19,784	$ 228,481

Additionally, the Authority leases certain office equipment. The total costs of the Authority's leases were $75,435 for the year ended December 31, 2023.

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 year ending December 31, 2023, was the tenth and final year of the agreement. The cities and the terms of the Interlocal agreements are reflected as follows:

City	Years	Amount/Year
Alamo	10	$ 15,000
Donna	10	-
Edinburg	10	25,000
Pharr	10	25,000
San Juan	10	15,000
		$ 80,000

For the year ended December 31, 2023, actual collections from city contributions totaled $80,000.

B. Litigation

The Authority is currently a defendant in a lawsuit. The lawsuit remains pending, 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.

C. Project Commitments

On December 31, 2023, the Authority had the following remaining project commitments:

Project	Authorization	Expended	Remaining
Program management	$ 5,491,329	$ 3,145,411	$ 2,345,918
Engineering/surveying	2,844,312	2,662,404	181,908
Environmental	1,585,189	1,031,488	553,701
Material testing	7,428,050	1,164,950	6,263,100
Toll system	13,980,669	1,216,842	12,763,827
Construction	286,220,445	103,107,333	183,113,112
	$317,549,994	$112,328,428	$205,221,566

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.

NOTE III - OTHER INFORMATION - (*Continued*)

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, 2023.

E. Letter of Credit

On November 8, 2023, the Authority acquired an unsecured Irrevocable Standby Letter of Credit from Plains Capital Bank that will expire on November 8, 2024. As of December 31, 2023, 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

One vendor accounted for 91% of vendor payments for the year ended December 31, 2023.

G. Subsequent Events

Management has evaluated subsequent events through April 15, 2024, the date these financials statements were available to be issued. No subsequent events were noted.

SINGLE AUDIT

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 business-type activities of Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated April 15, 2024.

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.

Brunton McCall & Long, L.L.P.

McAllen, Texas
April 15, 2024

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Hidalgo County Regional Mobility Authority's (the Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended December 31, 2023. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with 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 opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. 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, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, 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 Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2023-001. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a deficiency in internal control over compliance that we consider to be a significant deficiency.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-001, to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Authority's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Brown McCall & Longo, L.L.P.

McAllen, Texas
April 15, 2024

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

Federal Grantor/ Pass-Through Grantor/ State Grantor/ Program Title	ALN	Grant/Contract Identifying Award Number	Expenditures
FEDERAL AWARDS			
HIGHWAY PLANNING AND CONSTRUCTION CLUSTER			
U.S. DEPARTMENT OF TRANSPORTATION			
Passed through from Texas Department of Transportation:			
Highway Planning and Construction	20.205	CSJ # 0921-02-368	$ 36,575,925
			36,575,925
Total passed through Texas Department of Transportation			36,575,925
Total U.S. Department of Transportation			$ 36,575,925
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 36,575,925

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this schedule.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

General

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the federal grant activity for the Hidalgo County Regional Mobility Authority (the Authority) for the year ended December 31, 2023. The reporting entity is defined in Note I.A to the Authority's financial statements. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the Authority, it is not intended and does not present the financial position, changes in net assets, or cash flows of the Authority.

Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards is presented using the flow of economic resources measurement focus and use the accrual basis of accounting, which is described in Note I.B of the Authority's notes to the financial statements. Under this method, revenues are recorded when earned and expenses are recorded at the time a liability is incurred. Federal grant funds are generally considered earned to the extent expenditures made under the provisions of the grant are made and, accordingly, when such funds are received, they are recorded as unearned revenues until earned. The Authority has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Relationship to Federal Financial Reports

Amounts reported in the accompanying schedule may not agree with the amounts reported in the related Federal financial reports filed with the grantor agencies because of accruals made in the schedule which will be included in future reports filed with agencies.

Reconciliation of Schedule of Federal Awards to Comprehensive Annual Financial Report

The following is a reconciliation of the Schedule of Expenditures of Federal Awards (SEFA) to the Statement of Revenues, Expenses, and Changes in Net Position within the Hidalgo County Regional Mobility Authority's Annual Financial Report:

	Federal Expenditures per SEFA
Intergovernmental revenues on financial statements:	$ 36,575,925

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2023

Section I – Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified		
Internal Control over financial reporting:			
• Material weakness(es) identified?	_____ yes	X no	
• Significant deficiencies identified that are not considered to be material weaknesses?	_____ yes	X	none reported
Noncompliance material to financial statements noted?	_____ yes	X no	

Federal awards

Internal control over major programs:			
• Material weakness(es) identified?	_____ yes	X no	
• Significant deficiencies identified that are not considered to be material weaknesses?	X yes	_____	none reported
Type of auditors' report issued on compliance for major programs:	Unmodified		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	X yes	_____ no	

Identification of major programs:

Assistance Listing Number (ALN)	*Name of Federal Program or Cluster*
20.205	Highway Planning and Construction Program

Dollar threshold used to distinguish between Type A and Type B programs:	$1,097,278		
Auditee qualifies as a low-risk auditee?	_____ yes	X no	

SECTION II – FINANCIAL STATEMENT FINDINGS

None reported.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

ALN 20.205 – Highway Planning and Construction

Reference Number 2023-001	**Quality Assurance Program Verification Activities**
Criteria:	The provisions of 23 CFR Part 637 require that the quality of the materials be validated by verification sampling and testing. The sampling and testing should be performed by qualified sampling and testing personnel.
Condition Found:	We selected a sample of 40 sampling and testing activities and verified whether technicians performing testing were certified by Texas Department of Transportation (TxDOT). In the sample tested, we noted one technician, who performed 4 of the 40 tests selected in our sample, was not certified. In November 2023, TxDOT performed a monitoring compliance review and had previously noted the same observation regarding the same technician that was not certified. Management indicated that prompt corrective action was taken to address this issue. None of the testing reports reviewed in our sample by this technician occurred after the findings report was issued TxDOT.
Effect:	Quality and materials testing performed by technicians who are not certified by TxDOT does not meet the requirements of 23 CFR Part 637.
Questioned Costs:	$0
Cause:	Controls were not enforced to ensure all technicians performing sampling and testing activities were properly certified.
Recommendation:	We recommend HCRMA strengthen internal controls to ensure all technicians performing testing are properly certified.
Repeat Finding from Prior Year(s):	N/A
Views of Responsible Officials:	See management's corrective action plan.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

Corrective Action for Federal Award Findings

Reference Number 2023-001 Quality Assurance Program Verification Activities

(ALN 20.205)

Corrective Action:

Upon notification by TxDOT of the non-compliance on the 365 Tollway Project, the Authority took the following action:

1. Suspended work with consultant on November 10, 2023, and subsequently terminated their contract on December 21, 2023, for non-compliance with quality assurance requirements.
2. Enforced the contract with its Owner's Independent Assurance Program (IAP) consultant to provide continuous monitoring of all technician certifications/accreditations for the life of the project.
3. Procured services to perform forensic investigation and evaluation of the work performed by the non-compliant technicians to confirm materials meet quality assurance standards.

Proposed Completion Date: The IAP is monitoring all technician certifications/accreditation and will continue monitoring for the life of the project. The forensic investigation and evaluation of the work performed by the non-compliant technicians will be completed by December 2024.

Name of contact person: Pilar Rodriguez, P.E., Executive Director

Contact Information: (956) 402-3762 prodriguez@hcrma.net

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-22

RESOLUTION APPROVING 2023 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 23rd day of April, 2024, 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 2023 fiscal year commences on January 1, 2023 and ended on December 31, 2023; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 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 approves the annual compliance report for Fiscal Year 2023, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to submit the 2023 annual compliance report to the Texas Department of Transportation.

*****

Passed and Approved as to be effective immediately this 23rd day of April, 2024, 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.

Ezequiel Reyna, Jr., Vice-Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2023 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 2024 Operating & Capital Budget on December 12, 2023.
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 revenue 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 2023 financial statement and independent audit on April 23, 2024, 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 2023 financial statement and independent audit on April 23, 2024.
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. 2024 - 23

CONSIDERATION AND APPROVAL OF AWARD OF CONTRACT TO INTERTEK PSI AND MEG ENGINEERS FOR CONSTRUCTION MATERIAL TESTING LAB AND FORENSIC SERVICES OF THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of March 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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 Authority issued a request for Statements of Qualifications for Construction Materials Testing Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials for the 365 Tollway Project (the "SOQ"); and

WHEREAS, the Authority received two (2) responses to the SOQ from Millennium Engineers Group and Intertek PSI.; and

WHEREAS, both respondents were determined to be qualified; 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 authorizes the Executive Director to negotiation a professional service agreement with Millenium Engineers Group and Intertek PSI.

Section 3. Upon satisfactory negotiation of the terms, conditions and rates with the two firms, the Board authorizes the Executive Director to execute a professional service agreement with each firm.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of March 26, 2024, at which meeting a quorum was present.

~~S. David Deanda, Chairman~~
Ezequiel Reyna Jr., Vice Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

Professional Geotechnical and Environmental Engineering Services

MEG ENGINEERS

Primary Contact

Sergio Tovar
Director of Operations
stovar@megengineers.com

Contact Us

https://megengineers.com/
apalma@megengineers.com
(956) 702-8500

MEG ENGINEERS – PHARR

5804 N. Gumwood Ave.
Pharr, Texas 78577

February 28, 2024
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

MEG ENGINEERS

Pharr
San Benito
Laredo
Austin
San Antonio
Odessa
Houston
Eagle Pass

RFQ

Request for Qualifications
"Construction Materials Testing, Laboratory Services, and Forensic Investigation and Evaluation of In-place Construction Materials"
RFQ# 2024-01

Dear Hidalgo County Regional Mobility Authority,

Hidalgo County Regional Mobility Authority is looking for the most qualified engineering firm to work various projects to provide CMT, Lab, and Forensic Services for Hidalgo County Regional Mobility Authority. Millennium Engineers Group, Inc. (MEG) is that firm. We believe that MEG is the right choice for Hidalgo County Regional Mobility Authority based on the following:

History of Stability and Strong Texas Presence

MEG is locally owned corporation that has never been sold, acquired, or merged with other entities. We are confident that the people and company you see in today will be the people and company you see for the life of your projects. Furthermore, Mr. Raul Palma, P.E. CEO and Project Manager of MEG has 39 years of engineering experience in the Texas and is the former TxDOT Pharr Materials Engineer. MEG has offices in Pharr, Laredo, San Benito, Odessa, Houston, San Antonio, and Austin Texas with fully functional and accredited testing labs. MEG is stable and we have invested in the future. We are consistent and we are not going anywhere. We believe MEG has placed together a team that is the most highly qualified to perform the services requested by Hidalgo County Regional Mobility Authority. Our firm is a certified Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE) and Historically Underutilized Business (HUB).

Experienced Project Manager

As your project manager, I have spent over 39 years working on Texas projects including 21 years as the CEO and chief engineer of MEG completing various successful projects within all of Texas

Pride in Execution

MEG is acutely aware of the financial and management challenges facing most entities these days.

We are committed to:

- Working to identify and implement projects in the most cost-effective manner.
- Communicating closely with the client to meet your requirements and schedule
- Knowledge and geotechnical solutions for cost effective construction methods.
- Dedicated to quality: AASHTO and USACE accredited laboratory.
- The most AASHTO accreditations of any laboratory in Texas

Our team is thrilled about the opportunity to serve Hidalgo County Regional Mobility Authority and is ready to start immediately upon selection. If you have any questions or would like to discuss our approach or team capabilities in greater detail, please contact me at any time at apalma@megengineers.com. Thank you for your consideration.

Respectfully,
MILLENNIUM ENGINEERS GROUP, INC TBPELS Firm No.: F-3913

STATE OF TEXAS
ANDRES PALMA
115936
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
RAUL PALMA
65656
LICENSED
PROFESSIONAL ENGINEER

ABOUT MEG ENGINEERS

Government and municipal agencies, educational institutions, architects, engineers, real estate developers, constructors, and private sector clients. Our strength is our people; combining their experience and collaborating as a unit enables us to quickly identify our roles and deliver accurate cost-effective deliverables. Whether defining a new working relationship or continuing to the next project our mission remains the same: to achieve yours.

MEG Corporate Headquarters – Pharr, Texas

History

MEG was founded in 2001 by Mr. Raul Palma, P.E. on the principles of honesty, integrity, and service. The goal to provide innovative geotechnical and material testing services, continue to raise the level of quality in the local profession, and make a difference in the community. Today,MEG provides a full range of integrated geotechnical engineering and consulting services, construction material engineering and testing, environmental engineering, forensic testing, and consulting services. Our philosophy and practices have been positively reflected in both client and employee loyalty and contribute to a steady growth in a diversity of projects.

MEG is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and the United States Army Corps of Engineers (USACE). MEG is audited by and independent AASHTO & USACE auditor, as part of our accreditation process.

MEG meets the requirements for ASTME329 Standard of Recommend Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.

Certifications
HUB
DBE
AASHTO

MEG COMPANY OBJECTIVE

MEG is a minority owned and operated business certified as:

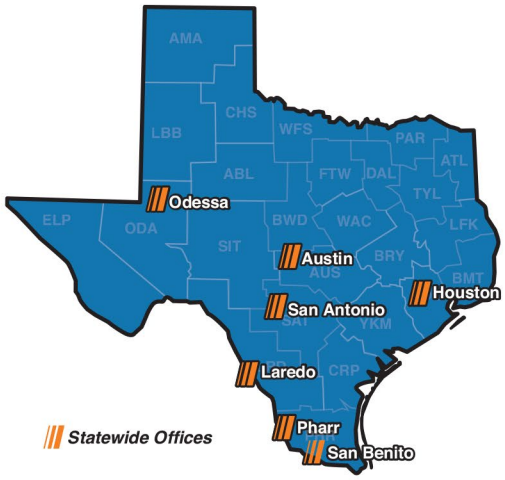
- Historically Under-utilized Business (HUB)
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Emerging Small Bus. Enterprise (ESBE)
- Hispanic American Bus. Enterprise (HABE)
- Disadvantaged Business Enterprise (DBE)

MEG has the most AASHTO accreditations of any laboratory in

LABORATORY EQUIPMENT

MEG meets the requirements for ASTME329 Standard of Recommend Practice for Inspection and Testing Agencies, and maintains yearly proficiency testing samples to AASHTO, USACE, TxDOT, and TxAPA.

- Atterberg Limits
- 4-Sieve Analysis Shakers
- 3-Sample Splitters Moisture Contents
- Minus No.200 Sieve Analysis
- Dry Sieve Analysis
- Moisture Density Relationships
- Density Testing
- California Bearing Ratio (CBR)
- Optimum Cement or Lime Contentfor
- Stabilization of Soils
- Classification of Soils
- Hydrometer
- Consolidation
- Triaxial Testing
- Unconfined Compression
- Deleterious Material Determination
- Decantation of Aggregates
- Wet Ball Mill
- Ph Testing
- Aggregate Resistivity Testing
- Aggregate Soundness
- Concrete Testing
- Asphalt Testing
- Mortar and Grout Testing
- Concrete Material Designs
- Hot Mix Asphaltic Concrete Designs
- 2-Concrete Compression Machines
- 1-Three Point Conc. Beam Compression
- 5-Ovens
- 6-Measuring Scales
- 1-Concrete Curing Room
- 2-Concrete Saws
- 1-Asphalt Ignition Oven
- 1-Asphalt Gyratory Press
- 5-Manual Proctor Hammer
- 1-Automatic Proctor Hammer
- 1-Hveem Stability
- 1-Gilson 50 Gallon Sample Shaker
- 1-Sand Equivalent
- 2-Computerized One-Dimensional
- Consolidation Frames
- 1-Computerized Triaxial Load Frame



Pharr Office
Point of Contact: Andres Palma, P.E.
5804 N. Gumwood Ave
Pharr, Texas 78577
O 956-702-8500 F 956-702-4180
E. apalma@megengineers.com

San Benito Office
Point of Contact: Raul Palma, P.E.
30745 E. Expressway 83
San Benito, Texas 78586
O 956-300-2500 F 956-702-4180
E. rpalma@megengineers.com

OUR PROJECT TEAM

Andres Palma, P.E. (bilingual)
President
17 years with firm
Areas of Expertise:
Geotechnical Engineering &
Construction Materials Testing
Professional License: Registered
Professional Engineer,
17 years experience

Raul Palma, P.E. (bilingual) CGE
Geotechnical Engineer
Principal, 21 years with firm
Areas of Expertise:
Geotechnical Engineering &
Construction Materials Testing
Professional License: Registered
Professional Engineer, 38 years
Experience

Joel Warriner P.E. Sr. (bilingual)
Geotechnical Engineer
1 year with firm
Areas of Expertise: Construction
Materials Testing, Construction, Project
Inspection
Professional Licenses: Registered
40 year of experience, 8 years of
Experience in the Dallas-Fort Worth

Amos Emerson, P.E (bilingual)
Geotechnical Engineer
5 years with firm
Areas of Expertise:
Construction Materials Testing,
Geotechnical Engineering,
Construction, Project Inspection
Professional Licenses:
Engineer in Training License,
5 years experience

Juan Borjon, P.E. (bilingual
Director of Engineering
3 years with firm
Areas of Expertise:
Construction Materials Testing,
Geotechnical Engineering, Construction,
Project Inspection
Professional Licenses:
Registered Professional Engineer,
10 years experience, ACI

Dr. Thang Pham, Ph.D, P.E. Sr.
Geotechnical/CMT
Materials Engineer
2 years with firm
Areas of Expertise:
Geotechnical Engineering & Construction
Materials Testing
Professional Licenses: Registered
Professional Engineer, 20 years exp.

Sergio Tovar
Director of Operations & Finance
12 years with firm
Areas of Expertise: Pre-Construction
Documentation, Project Budget Analysis,
Technical Report Review, Project Billing
Professional Affiliations:
American Concrete Institute
• ACI Aggregate Testing Technician – Level I, ACI
Concrete Strength Testing Technician, ACI

Humberto Palma, NICET, CWI
(bilingual)
Materials Manager
21 years with firm
Areas of Expertise:
Construction Materials Testing, Steel
Construction and Welding
Professional Licenses: Certified Welding
Inspector, CWI, TxHMAC Level 1 A&B,
NICET, 21 years experience

Robert Estrada
Business Development
4 years with firm
Areas of Expertise:
Architectural Services Monitor expenditures,
Quality Control, Staff and Contractor
Coordination and Schedules
Professional Affiliations:
American Institute of Architects
Texas Society of Architects

ANDRES PALMA P.E.

PRESIDENT

Phone 956-702-8500

Email apalma@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
GEO Institute
American Concrete Institute
Deep Foundation Institute

EDUCATION

Graduate of Edinburg High School, Edinburg, Texas – 2002
Bachelors of Science in Civil Engineering
University of Texas San Antonio, San Antonio–2006

WORK HISTORY

MEG Engineers, Texas
President, 2023
MEG Engineers, Texas
Managing Engineer, 2009-2022
Professional Service Industries, San Antonio, Texas
Staff Engineer, 2007-2009
MEG Engineers, Pharr, Texas
Engineering Staff, 2001-2006

REGISTRATIONS

Texas Board of Professional Engineers: Registration Number 115936 is Current

PROFILE

Mr. Palma serves as office manager of MEG's Pharr, Texas office. He has over 17 years' experience in the engineering industry and vast knowledge in geotechnical engineering and construction materials testing in the Texas. Geotechnical projects that Mr. Palma has been involved with including mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, parking garages, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement design projects that Mr. Palma has been involved with include highways, industrial parks, heavy-duty brick paving, freight centers and industrial applications.

As President, Mr. Palma's responsibilities include coordination of field personnel, communication with the client, generation of geotechnical engineering reports, evaluating laboratory soil testing, and scheduling and managing field personnel. Palma's responsibilities as a Construction Materials Engineer include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Jaime Escalante Middle School, PSJA ISD – Pharr
- La Joya ISD Stadium Improvements, La Joya ISD - La Joya
- 6 Story Student Dorms, University of Incarnate Word, San Antonio
- 9 Story Parking Garage, University of Incarnate Word San Antonio
- Edinburg CISD Stadium Improvements – Edinburg

HEAVY INDUSTRIAL

- Royal Technologies 320,000 sf – Mission
- Don Hugo Produce 270,000 sf – Edinburg
- Santana Textiles 500,000 sf combined Edinburg
- Loop Cold Storage Expansion – McAllen
- Brownsville Oil Storage Facility, Port of Brownsville, Brownsville

PAVEMENTS

- SH 365 Hidalgo County Regional Mobility Authority Hidalgo County
- IBTC Corridor Hidalgo County Regional Mobility Authority Hidalgo County,
- Pharr Produce District Industrial Subdivision City of Pharr – Pharr
- McIntyre Streetscape Brick Paving, City of Edinburg Edinburg
- FedEX Freight Facility – Harlingen
- North Edinburg Industrial Park – Edinburg

PUBLIC

- NAWSC Regional Water Treatment Plant, Weslaco
- City of Hidalgo WWTP Improvements – Hidalgo
- Hidalgo County Precinct No. 2 Office – Pharr
- San Antonio International Airport Parking Garage San Antonio
- Harlingen Water Works Elevated Water Storage Tank, Harlingen
- PSJA ISD Stadium Improvements – Pharr

JUAN M. BORJON P.E.

DIRECTOR OF ENGINEERING

Phone: 956-702-8500
Email: jborjon@megengineers.com

AFFILIATIONS

American Society of Civil Engineers
Construction Institute
American Concrete Institute
Texas Society of Professional Engineers

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
2005

Bachelor of Science in Civil Engineering
University of Texas at Austin,
Austin
2009

WORK HISTORY

MEG Engineers, Texas
Director of Engineering, 2023

MEG Engineers, Pharr, Austin Texas
Materials Engineer/CMT Technical Manager, 2018-2022

Terracon Consultants, Pharr, Texas
Senior Staff Engineer, 2014-2018

Halff Associates, McAllen, Texas
Civil Engineer, 2012-2013

SWG Engineering, Weslaco, Texas
Project Engineer, 2010-2012

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 121570 is Current

PROFILE

Mr. Borjon serves as Director of Engineering of MEG's Pharr, Texas offices. He has over 13 years' experience in the engineering industry and vast knowledge in civil engineering and construction materials testing in the Texas area. Projects that Mr. Borjon has been involved with include mixed-use developments, urban mid-rise buildings, educational facilities, airport facilities, commercial low-rise to mid-rise buildings, water and wastewater treatment facilities, elevated water towers, industrial facilities, multi-family developments, churches, residential subdivisions, and general retail centers. Pavement projects that Mr. Borjon has been involved with include highways, industrial parks, heavy duty concrete/asphalt paving, freight centers, and industrial applications.

Mr. Borjon's responsibilities as a Director of Engineering include coordination of field personnel, communication with the client, generation of daily logs and weekly status reports, training of technicians, evaluating laboratory and field construction materials testing data, and scheduling and managing field personnel.

PROJECT EXPERIENCE – TEXAS

EDUCATION

- Carmen Anaya Elementary School Paving Improvements, PSJA ISD – Pharr, Texas
- Bulldog Drive Improvements, McAllen ISD - McAllen, Texas
- Robert Vela High School Performing Arts Center – ECISD – Edinburg, Texas

PAVEMENTS

- Hidalgo County Regional Mobility Authority BSIF Connector – Hidalgo County, Texas
- Texas A&M University Kingsville Campus Pavements – Kleberg County, Texas

AIRPORT

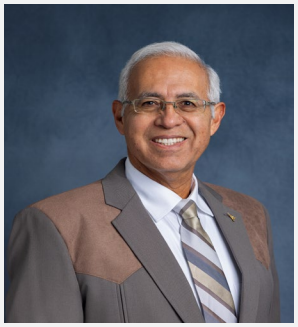
- Valley International Airport Improvements – Harlingen, Texas
- McAllen International Airport Concrete Cores – McAllen, Texas

COMMERCIAL

- Love's Travel Stop – Donna, Texas
- Pharr Town Center – Pharr, Texas
- At Home Store – Pharr, Texas

PUBLIC

- McAllen NWWTP Pump Station Improvements – McAllen, Texas
- Hidalgo County County-Wide Mechanic Shop – Pharr, Texas
- SWSC Elevated Water Storage Tank – Mission, Texas
- McAllen ISD Homer J. Morris Middle School Paving Improvements – McAllen, Texas
- McAllen ISD Ben Milam Elementary School Pavilion – McAllen, Texas
- South Texas/UTRGV Medical Academic Building – Edinburg, Texas
- Chick-fil-A – McAllen, Edinburg, Pharr, Texas
- Raising Cane's – Edinburg, Weslaco, Pharr, Harlingen, Texas



AFFILIATIONS

American Society of Civil Engineers
GEO Institute
American Concrete Institute

EDUCATION

Graduate of Edinburg High School
Edinburg, Texas
1978

Bachelors of Science in Civil Engineering
Princeton University, Princeton, New Jersey
1982, Cum Laude

WORK HISTORY

MEG Engineers, Austin, Texas
President / Chief Geotechnical Engineer
2001- Present

Texas Department of Transportation
Pharr, Texas
District Materials Engineer
1990-2001

Texas Department of Transportation
Pharr, Texas
Design Engineer
1983-1989

REGISTRATIONS

Texas Board of Professional Engineers:
Registration Number 65656 is Current

RAUL PALMA P.E.

CHIEF GEOTECHNICAL ENGINEER

Phone 956-300-2500
Email rpalma@megengineers.com

PROFILE

Mr. Palma is a licensed Professional Engineer with over 39 years of experience in geotechnical engineering, construction materials testing, management, and engineering design of highways, streets, and utilities. Mr. Palma has directed and completed a wide variety of geotechnical projects throughout the Central Texas region. As Chief Geotechnical Engineer of the San Benito, Texas office he is responsible for overall operations management of the San Benito Office.

As geotechnical project manager, he is responsible for coordination and completion of geotechnical engineering projects. His experience includes subsurface explorations, laboratory testing, foundation investigation and design; slope stability assessments and remediation design, pre-load fill design; geotechnical plans and specifications preparation; and construction monitoring. Client relationships have included city and county agencies; engineering and architectural firms; municipal and utility districts, as well as private developers and constructors.

During Mr. Palma's employment with the Texas Department of Transportation (TxDOT), Mr. Palma gained an extensive background in the area of geotechnical and materials engineering serving as the District Materials Engineer for a centralized laboratory for TxDOT in the Pharr District located in Pharr, Texas. As the District Materials Engineer he was responsible for overseeing the testing and approval of materials for all construction projects in the Cameron, Hidalgo Starr, Zapata, Jim Hogg, Brooks, Willacy and Kennedy counties. At the end of his tenure with TxDOT, the Pharr District had a construction program of approximately $170 million dollars of construction per year. He oversaw all the geotechnical exploration and soil testing for all bridge and retaining wall structures in these same counties. Mr. Palma also served as the assistant to the State Concrete and Physical Testing Engineer at the Materials & Tests Division of TxDOT and during this period he gained extensive experience in concrete, concrete admixtures, reinforcing steel, and pre-stressed steel. Mr. Palma's extensive experience in the area of materials and geotechnical engineering gives our firm a unique ability to provide services of the highest professional caliber.

PROJECT EXPERIENCE – TEXAS

HIGHWAY AND BRIDGES

- US Highway 83 – FM 494 to Bus 83, Texas Department of Transportation – Mission, Texas
- US 83 Highway – FM 1426 to FM 493, Texas Department of Transportation – Alamo, Texas
- US Highway 83/77 Interchange, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83 – US 83 S. to LP 499, Texas Department of Transportation – Harlingen, Texas
- US Highway 77/83, Texas Department of Transportation – Brownsville, Texas

HEAVY INDUSTRIAL

- North Edinburg Industrial Park Phase 1, Edinburg EDC – Edinburg, Texas
- North Edinburg Industrial Park Phase 2, Edinburg EDC – Edinburg, Texas
- Pharr Produce District Subdivision Industrial Park, City of Pharr – Pharr, Texas
- Weslaco Industrial Park, Weslaco EDC – Weslaco, Texas
- IBTC Corridor, Hidalgo County Regional Mobility Authority – Hidalgo County, Texas

PUBLIC

- Edinburg Public Safety Building, City of Edinburg – Edinburg, Texas
- Daniel Sekula Memorial Library, City of Edinburg – Edinburg, Texas
- Pharr International Bridge Improvements, City of Pharr – Pharr, Texas
- Edinburg City Hall, City of Edinburg – Edinburg, Texas
- Hidalgo Wastewater Treatment Plant, City of Hidalgo – Hidalgo, Texas

Recent TxDOT Projects

1. **I-2/I69C Interchange Project**
   Dragados-Pulice Joint Venture
   3700 N. Cage Blvd.
   Pharr, TX 78577
   Nathan D. Rodriguez, P.E.
   956-566-7675
   NatRodriguez@dragados-USA.com

2. **US 77 (CSJ 0102-04-097)**
   VRX, Inc
   2500 Dallas Parkway, Suite 450
   Plano, TX 75093
   Juan Bosquez Jr
   469-867-9571
   Juan.bosquez@vrxglobal.com

3. **City of Mission Taylor Road Project (SCS22-0432)**
   Sam Construction Services
   4801 Southwest Parkway
   Building 2, Suite 100
   Austin, TX 78735
   Sam Watson
   512-895-5172
   sam.watson@sam-cs.biz

4. **Rehabs 506, 800, & 1479 (SCS20-0316B)**
   Sam Construction Services
   4801 Southwest Parkway
   Building 2, Suite 100
   Austin, TX 78735
   Sam Watson
   512-895-5172
   sam.watson@sam-cs.biz

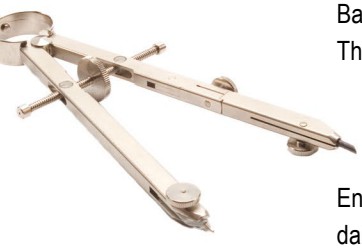
5. **Laredo District Asphalt Overlay (SCS20-0316A)**
   Sam Construction Services
   4801 Southwest Parkway
   Building 2, Suite 100
   Austin, TX 78735
   Sam Watson
   512-895-5172
   sam.watson@sam-cs.biz

6. **BMT SH99**
   AECOM Technicial Services, Inc
   19219 Katy Freeway, Suite 100
   Houston, TX 77094
   Brent Patterson
   281-579-5376
   brent.patterson@aecom.com

7. **CEI ELIT IH Kendall Co**
   AECOM Technicial Services, Inc
   19219 Katy Freeway, Suite 100
   Houston, TX 77094
   Brent Patterson
   281-579-5376
   brent.patterson@aecom.com

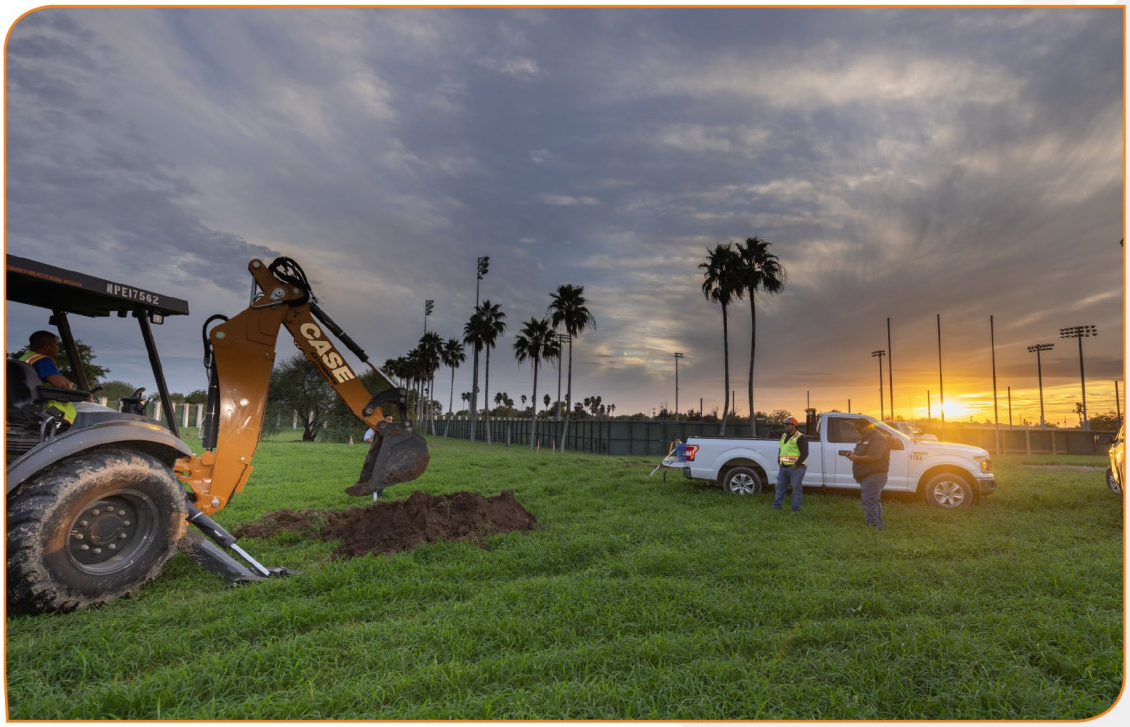
WORKLOAD CAPACITY

The scope of work to be performed under this contract is the scope of work that MEG performs daily for our clients in Texas. MEG has the necessary capacity to meet Hidalgo County Regional Mobility Authority needs for Professional Services. MEG has the resources and experience to provide concurrent project construction services to an individual client for your detailed project scope of work. Our resources can be shifted for operations and our staff and inspectors are cross-trained for proper allocation of personnel for this specific reason.



Based on the current workload, resources, and staff of MEG it is estimated that current operations capacity is at 70%. There is currently no backlog with our testing Services. Our staffing plan is to never be above 85% capacity, so we are able to expedite services when needed to meet critical project schedules.

Based on current and future assignments, it is estimated that during the duration of the project Millennium Engineers Group, Inc. will be operating at 80% of capacity. Engineers, Staff, and Inspectors will be able to complete the daily anticipated project tasks for this project along with current projects tasks. MEG is proficient in completing daily project tasks and expediting the testing and inspection results to the project team for the projects benefit. The project team included in this submittal that will be allocated to this project will devote the necessary time to meet your schedule and often will be various percentages of their time based on your program needs. Inspectors that are assigned to this project will devote 100% of their time to this project when required and additional inspector resources will be available on an as needed basis for this project will be devoted 20% to 50% of their time for additional services as needed.



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

9/21/2023

Raul Palma
Millennium Engineers Group Inc
5804 N. Gumwood Street
Pharr, TX 78577

Re: Annual Update Affidavit (AUA)
Disadvantaged Business Enterprise (DBE)

Dear Raul Palma:

Upon review of the AUA and supporting documentation, TxDOT has determined that Millennium Engineers Group, Inc. continues to meet the eligibility requirements of the federal [DBE] program.

DBE certification does not expire, however, to remain certified it is incumbent on you to submit the AUA on or before your next certification anniversary date. A courtesy reminder will be sent from the Diversity Management System (DMS) in advance of the AUA due date.

Firms listed in the Texas Unified Certification Program (TUCP) directory located at https://txdot.txdotcms.com are currently certified DBE/ACDBEs. All DBEs certified pursuant to 49 CFR Part 26, are automatically certified in TxDOT's Small Business Enterprise (SBE) Program. TxDOT encourages you to utilize the TUCP directory as a marketing tool. In that respect you should periodically verify your firm's certification description and North American Industry Classification System (NAICS) code(s) closely describe the goods or services your firm provides.

Should your firm be awarded an opportunity to participate on a federally funded project, your firm must perform a commercially useful function (CUF). A DBE performs CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved. To perform a CUF, 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.

For information on TxDOT's contracting and procurement opportunities visit https://www.txdot.gov.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Cc: Monique Pettaway

FINANCIAL REFERENCE

MEG has good financial standing and a relationship with the same financial institution for over 20 years.

Their contact information is as follows:

Mrs. Cristina Hinojosa
Highway District 21 Federal Credit Union
800 W. Ferguson Avenue
Pharr, Texas 78577
956/787-2701

INSURANCE COVERAGE & LEGAL

MEG does not have any key terms of our errors and omissions insurance coverage.

MEG maintains the insurance policies needed for this contract as for all additional contracts listed below.

2 million professional liability coverage
1 million commercial general liability coverage
1 million umbrella liability coverage

MEG does not have any claims, judgments, and arbitration proceedings, suits pending or outstanding against itself or its officers. MEG audited financial statements are available upon request.

MEG meets the legal requirements of this request for qualifications as well as all the requirements required by the State of Texas and the Texas Board of Professional Engineers.

MEG is a professional engineering firm registered in the State of Texas that has complied with all of its obligations, certifications, accreditations, licenses, and procedures required to operate in the State of Texas and be accredited by USACE and AASHTO.

WHAT WE DO?

Our Services

Our services encompass all related services to the client including, but not limited to, the following:

- Conducting initial discussions with the Owner and Design team for specific project requirements, project schedule, design requirements, and any additional information that will be beneficial to the Owner.
- Conducting a review of local geology at the project location.
- Conducting field soil exploration and testing services.
- Conducting the geotechnical laboratory testing program to meet the project requirements.
- Discussion with the Owner and Design team prior to report preparation to include updated project changes, requirements, or additional geotechnical options.
- Prepare precise, innovative, cost-effective geotechnical engineering recommendations for all aspects of the project.
- Discussion after the geotechnical report submittal with the Owner and the Design team to support implementation of geotechnical recommendations that will be beneficial to the owner.

MEG Engineers exceptional levels of service since 2001:

- Material Inspection
- Forensics
- Analysis
- Design
- Quality Assurance
- Consulting
- Contract Management
- In-Depth Studies
- Investigations

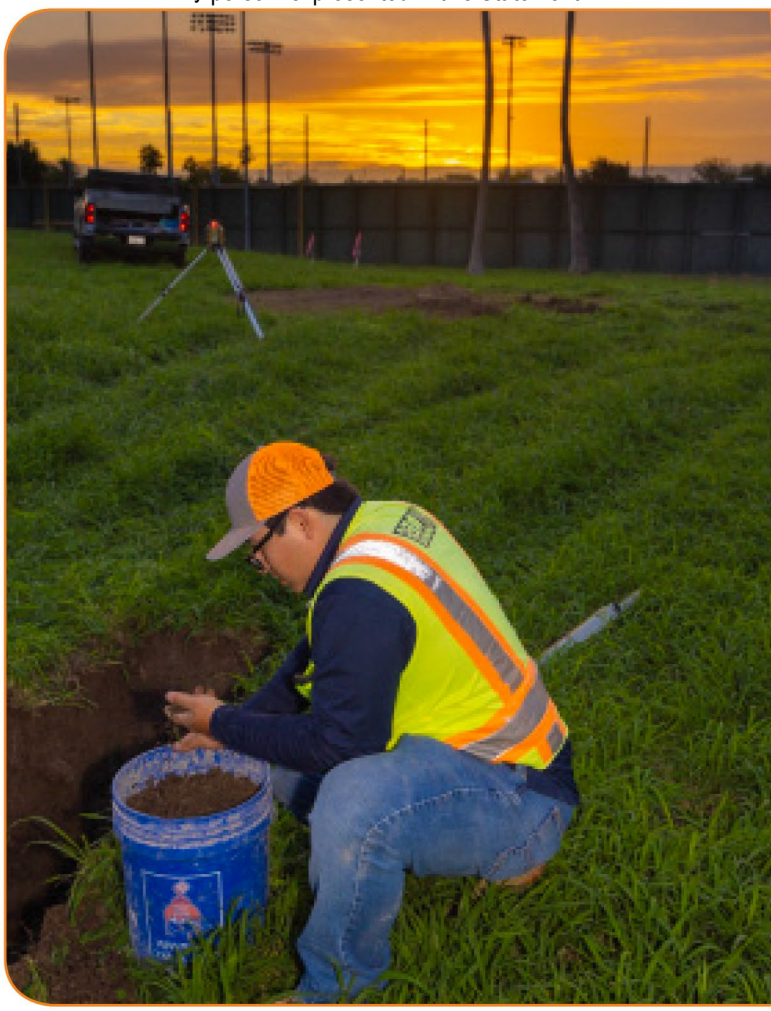
Construction Management services since 2020:

- Soil On-Site Observation and Testing
- Concrete On-Site Observation and Testing
- Asphalt On-Site Observation and Testing
- Masonry On-Site Observation and Testing

> **MEG Engineers are a knowledgeable, professional and dependable team that has met all of our complex construction project needs.**
> ***– Marie Leal, PE, Brownsville PUB***

PROJECT COMMITMENT

MEG is committed to your projects, program, goals, and timelines for project schedule. We will provide the essential staff, equipment, and resources to be available and responsive daily to the Hidalgo County Regional Mobility Authority needs based on the district scope of services. Our offices are equipped and trained to provide the level of service and responsiveness required by Hidalgo County Regional Mobility Authority. MEG has extensive local resources and expertise to complete large project programs. The key personnel presented in this Statement of Qualifications are committed to the Hidalgo County Regional Mobility Authority projects and will be available throughout the life of the project.



Project Communication

Communication is the key to all successful projects. The management of the testing and inspection program for the project will begin with the introduction of the project team members. Upon notification of award, our engineers and staff will meet with members of the project team who have an active role in the project. This is a critical phase in to communicate project information, goals, timelines, or potential conflicts.

Review of Construction Schedule

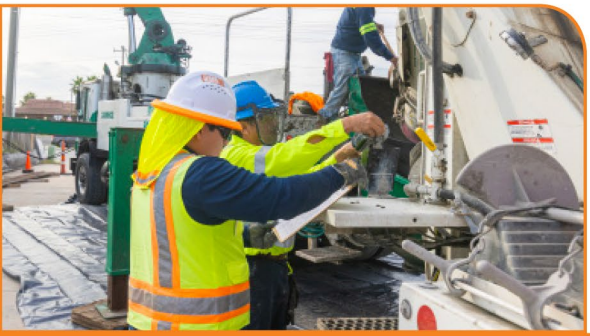
MEG will review the most up-to-date construction schedule by task after design documents are completed. The testing and inspection program can best support regulated testing and control final testing costs if we clearly understand the project testing requirements.

Construction Meetings

From the initiation of the project until the completion, we propose biweekly or monthly management meetings with the construction manager or his representative and other project team members. At these meetings it is necessary, to review and discuss testing results, project progress, and project schedule.

Daily Communication

MEG on site representative will maintain daily communication with the contractor's superintendent, and the designated project team members in order to schedule the required services and to communicate inspection and test results. Our project manager will communicate the results of critical off-site testing and inspections to the designated project team representatives the same day testing is performed.



> MEG has been reliable and responsive to our testing needs. – Mr. Ariel Chávez II, PE/RPLS/ Director of Engineering Services

QUALITY ASSURANCE / QUALITY CONTROL

Internal Quality Management

Our firm follows a reporting structure that will best benefit our clients. Steps and processes are performed in every task of our services to give the client the best product possible. Our client first attitude, service approach, methodology of doing business, and internal quality control program allow us to continue providing services throughout the State of Texas building long term business relationships.

Reporting Structure

Reporting Structure starts within our management team. MEG is called for the requested services and to make the necessary arrangements to initiate the project. Our dispatcher will dispatch one of our highly trained technicians to the requested project site. At this point the technician will perform the requested task(s) and then complete his/her field-testing report. Field Testing reports are turned in daily and our project managers review the testing reports. The testing reports and then turned into our administrative staff and are typed for second review of the project managers. The reports are then reviewed and signed by the office engineer before they are sent to the client. The testing reports provided by MEG include all the necessary data that is often requested by the Owner and members of the design team.

Decision Making

Decision Making by MEG starts within our management team. The decisions made by our staff and key personnel come only after consulting with the principal engineer. Timing and scheduling are important factors of construction, and every decision made will consider the best interest of our client. Engineering Recommendations are only made by a Professional Engineer that is registered in the State of Texas.

Quality Control Plans

Quality Control is monitored by MEG in every aspect of our work. Our office maintains a quality control program that has been approved by the American Association of State Highway and Transportation Officials (AASHTO) and the State of Texas, Department of State Health Services Radiation Control Program. Quality control is monitored and documented by our (QA/QC) Manager and Radiation Safety Officer.

Reporting and Billing Quality Assurance

Quality assurance is maintained by MEG in every aspect of our administrative work. Our office maintains an internal quality control program that is used by our administrative staff to audit every process of our reporting and billing procedures. This quality assurance measure allows us to maintain the quality service that is essential to our client's business.

PROJECT MANAGEMENT AND COORDINATION STATEMENTS

MEG utilizes a Management System, which facilitates the management of both the Construction Material Testing (CMT) and Geotechnical Engineering Testing (GEO) Departments. The system consolidates all aspects of the business workflow, from proposal to the final invoice. It allows an organization the ability to set up clients/projects, schedule work orders (dispatch requests), report and distribute pertinent data to clients via email or website, employ management tools for lab and field testing, and prepare invoices for each project that could be exported to the organization's accounting system. The system also gives the organization's clients the ability to retrieve reports from the customized reporting website.

Our team makes recommendation on the course of action to the Client when issues of potential delays or increased costs arise during the project. Close communication and coordination between the contractor, third parties involved in the project and our team will be a priority by our team for a successful project. Our team operate as a representative of Hidalgo County Regional Mobility Authority and oversee the day-to-day construction activities of the prime contract assigned. Our team has extensive experience in administering construction contracts and overall management. Our team has experience on multiple projects performing Construction Engineering, Inspection and Construction Materials Testing services for numerous clients in Texas. Our scope of services includes but not limited to:

- Construction Administration Procedures
- Field Reports
- Monthly Progress Reports
- Progress Photos
- Project Progress Meetings
- Schedule Review
- Change Order Review-
- Quality Control
- Safety and Health
- Submittal/ Shop Drawing Control
- Payment Application Review

> Millennium Engineers has always provided great, professional, friendly service. I highly recommend them.
>
> *Ramiro Gutierrez, P.E., R. Gutierrez Engineering Corp.*

PROJECT MANAGEMENT AND COORDINATION STATEMENTS

Construction Engineering and Management: MEG ensures that the project is completed on time, and on budget and within scope. This will be accomplished through review and tracking of baseline schedules and monthly updates, monthly pay estimates, change orders, plan quantities and overall project costs. We provide timely processing of contractor submittals, shop drawings, and Request for Information (RFIs). We will also work with the Engineer of Record (EOR) as needed regarding RFI's, potential design changes, or plan errors and omissions. We conduct regular progress meetings to promote partnering between all parties. We conduct pre-construction meeting with the contractor, Client, and other stakeholders prior to the start of the project. During this meeting, an escalation ladder is established to provide guidelines for resolution of construction issues.

Construction Administration and Inspection: MEG performs all necessary inspection to verify work is completed in accordance with plans and specifications. Daily Work Reports (DWR's) or other required reports will be completed to document construction progress and inspection activities as well as quantities for payment. Our inspectors inspect all construction activities daily, determine daily need for construction materials testing of work in progress and materials in use, traffic control devices on a daily basis for compliance with Traffic Control Plan and TMUTCD. SW3P inspections as per environmental requirements performed in accordance with subject guidelines.

Construction Materials Testing: MEG performs construction materials testing on all required construction activities and materials to ensure compliance with project plans and specifications in accordance with Hidalgo County Regional Mobility Authority guidelines for sampling and testing. If independent assurance testing is required coordination with the third-party testing agency is scheduled at appropriate schedules and frequency.

Document Control: MEG ensure that all project progress and financial reporting is completed in accordance with contract requirements. We log all project correspondence, submittals, change orders, RFI's, shop drawings, pay estimates, MOH, etc. We also verify that the contractor is complying with Disadvantaged Business Enterprise (DBE), Equal Employment (EEO) and Buy America guidelines. All DWR's, pay sheets and material test reports are reviewed for accuracy before submittal.

Close Out Procedures: Thorough and accurate records is maintained throughout. We generate a project specific close out checklist. The checklist is distributed to all parties at the beginning to resolve all discrepancies. The checklist allows for a guide during both construction and close out phases. Another part of quality program includes formal audits conducted at 30%, 60%, and 90% of construction completed.

Another tool that we use is performing thorough constructability reviews during the pre-construction phase. We review approved plans, specifications, general notes, TCP phasing, baseline schedule, etc. to identify potential plan errors, quantity discrepancies, utility conflicts, or potential maintenance issues. All findings during the constructability review are provided to Hidalgo County Regional Mobility Authority for review and further discussion.

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Construction Materials Testing, Laboratory Services, and Forensic Investigation and Evaluation of In-Place Construction Materials, Pharr, TX

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
N/A	2024-01

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Andres Palma, P.E. / President

5. NAME OF FIRM
Millennium Engineers Group, Inc

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
956-702-8500	956-702-4180	apalma@megengineers.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			Millennium Engineers Group, Inc ☑ CHECK IF BRANCH OFFICE	5804 N. Gumwood Ave. Pharr, TX 78577	Construction Materials Testing, Laboratory Services, and Forensic Investigation and Evaluation of In-Place Construction Materials
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Raul Palma	Chief Geotechnical Engineer	39	20

15. FIRM NAME AND LOCATION *(City and State)*

Millennium Engineers Group, Inc / Houston, Texas 77034

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science in Civil Engineering Geotechnical Engineering and Construction Materials Testing	State of Texas Professional Engineer No. 65656

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Professional Engineers, American Concrete Institute, Texas Department of Transportation, Texas Hot Mix Asphalt Pavement Association, US Army Corps of Engineers Accreditation Program (160 test methods), AASHTO

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: El Rancho Santa Cruz Subdivision Drainage Improvements DR-4223-TX HMGP/ McAllen, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 - 2019; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Construction of an overflow basin to increase storage capacity of drainage channel. Basin will tie into the existing system located on El Rancho road via storm infrastructure. Construction was funded by FEMA through the HMGP.

b.

(1) TITLE AND LOCATION *(City and State)*: Manor Independent School District / Manor, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Service included Construction Material Testing, Laboratory evaluation of soils, field densities and moisture evaluation of soils, field observations and testing of concrete and field observations of reinforcing steel.

c.

(1) TITLE AND LOCATION *(City and State)*: Alamo Expressway Drain / Edinburg, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Services included Construction Material Testing, Laboratory evaluation of soils, field density and moisture evaluation of soils, field observations and concrete and field observations of reinforcing steel.

d.

(1) TITLE AND LOCATION *(City and State)*: NAWSC Regional Water Treatment Plant / Weslaco, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Provided field and / or laboratory construction material observations and testing during the duration of the project including pavement inspections, soils, concrete, and asphalt testing, masonry inspections, and structural steel inspections.

e.

(1) TITLE AND LOCATION *(City and State)*: Public Works City Wide Projects / Laredo, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION *(If applicable)*: 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm

Services provided were soil testing, concrete testing, and asphalt testing, providing field and / or laboratory construction material observation and testing during the duration of the project.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Stadium & Dawson Drive Drainage Improvements / Edinburg, Texas	2020	2021

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
City of Edinburg	Mardoqueo Hinojosa	956-388-8210

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

MEG's scope of services provided were sub-grade, flexible base, concrete and asphalt testing, laboratory evaluation of soils, field density and moisture evaluation of soils, field observation and testing of concrete and field observation and laboratory evaluation of Asphaltic Concrete Pavement using during Pavement Construction.

Size: consists of approximately 9 streets of asphalt paving and drainage improvements.

CMT Cost: $89,141.68

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Millennium Engineers Group, Inc	Houston, Texas	Construction Material Testing Services (CMT)
b.	Millennium Engineers Group, Inc	Austin, Texas	Construction Material Testing Services (CMT)
c.	Millennium Engineers Group, Inc	Pharr, Texas	Construction Material Testing Services (CMT)
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Andres Palma P.E.	Managing Engineer			X	X						
Raul Palma P.E.	Chief Geotechnical Engineer	X				X					
Amos Emerson P.E.	Geotechnical Engineer		X								
Juan Borjon P.E.	Senior Material Engineer						X				

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	El Rancho Santa Cruz Subdivision Drainage Impr.	6	Stadium & Dawson Drive Drainage Improvements
2	Manor Independent School District	7	
3	Alamo Expressway Drain	8	
4	NAWSC Regional Water Treatment Plant	9	
5	Public Works City Wide Projects	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
Raul Palma	02/28/2024

33. NAME AND TITLE

Raul Palma / CEO

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: Millennium Engineers Group, Inc	3. YEAR ESTABLISHED: 2001 / 4. UNIQUE ENTITY IDENTIFIER: 090874236
2b. STREET: P.O. Box 4569	5. OWNERSHIP
2c. CITY: Edinburg / 2d. STATE: TX / 2e. ZIP CODE: 78540-4569	a. TYPE: Corporation
6a. POINT OF CONTACT NAME AND TITLE: Andres Palma P.E., President	b. SMALL BUSINESS STATUS: HUB, SBE, MBE
6b. TELEPHONE NUMBER: 956-702-8500 / 6c. EMAIL ADDRESS: apalma@megengineers.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
27	Foundation/Geotechnicial Engr.	7	7
55	Soils Engineer	7	7
02	Administrative	3	3
40	Materials Engineers	4	4
15	Construction Inspector	30	30
	Other Employees		
	Total	51	51

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
T02	Testing & Inspection	5
C10	Commercial Building & Shopping Center	1
D07	Dinning Halls, Clubs, Restaurants	1
E02	Educational Facilities, Classrooms	3
F05	Forensic Engineering	1
H07	Highways, Streets, Airfield Paving Parking Lots	5
H11	Housing(Residential, Multi-Family Apartments, Condominiums)	2
I01	Industrial Buildings	2
O01	Office Buildings, Industrial Parks	2
S05	Soil & Geologic Studies Foundation	3
W01	Warehouse & Depots	2
W03	Water Supply, Treatment and Distrabution	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	2
b. Non-Federal Work	5
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Raul Palma	b. DATE: 02/28/2024
c. NAME AND TITLE: Raul Palma / CEO	

Our Project Team

MEG proposes to utilize the latest measurement techniques to effectively perform the services of this agreement with our current staff as proposed in our organizational chart. We understand that we need to respond quickly to some service requests, and we are practiced in having staff available on short notice, if necessary. Our current and projected workloads are such that we are confident of our ability to Hidalgo County Regional Mobility Authority expectations in terms of having appropriate staff resources available when they are needed. The organization chart below reflects the staff we anticipate using for the proposed projects; however, we have additional personnel that can also be utilized if needed.

> **I count of the experience and expertise that Millennium Engineers provides- just as a good foundation is critical to a structure, a good geotechnical study is critical to a good foundation design.**
> **George Mendoza, P.E., Mendoza Engineering**

Hidalgo County Regional Mobility Authority

TEAM PROJECT LEAD
President / Chief Engineer
Raul Palma P.E.

MANAGING ENGINEER
Principal Engineer
Raul Palma P.E.

Director of Administration and Project Manager
Sergio Tovar

- Accounts Administrative Staff
- Receivables Administrative Staff
- Dispatching and Logistics

Facilities Division Manager
Javier Solis

Facilities Specialist
Humberto Palma
NICET, CWI

Facilities Project Manager
Robert Estrada

- Facilities Specialists
- Architects
- Engineers
- Scientists
- Contractors

- Facilities Administration

Construction Material Service Manager
Juan Borjon, P.E.

Geotechnical Services Manager
Juan Palma, R.S.O.

Environmental Services Manager & GeoScientist
Oscar Bounds

Geo-Structural Services Manager
Dr. Thang Pham, PhD, P.E.

- Graduate Engineers
  - Cronos Oros EIT
  - Mario Suarez EIT
  - Salma Martinez
  - Leticia Puente
  - Raul A. Palma
- Construction Materials Inspectors
- Construction Materials Technicians
- Material Testing Laboratory and Field Staff
- Material Testing Specialist
  - Adolfo Vela
- Material Testing Specialist
  - Adolfo Vela
  - Project Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Millennium Engineers Group, Inc

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.**

N/A

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.**

N/A

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

02/28/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

MEG ENGINEERS

Prohibition on Contracts with Companies Boycotting Israel

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below-concerning companies that boycott Israel thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) "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, and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly-owned subsidiary, a majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

✓ Does not boycott Israel currently, and

✓ Will not boycott Israel during the term of the contract with Hidalgo County Regional Mobility Authority.

Sergio Tovar
Printed Name

Director of Operations & Finance
Title

Signature

02/28/2024
Date

Prohibition on Contracts with Foreign Terrorist Organizations

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below-concerning companies that do business with Iran, Sudan, or designated foreign terrorist organizations thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

✓ Does not conduct business with Iran, Sudan, or designated foreign terrorist organizations currently, and

✓ Will not conduct business with Iran, Sudan, or designated foreign terrorist organizations during the term of the contract with Hidalgo County Regional Mobility Authority.

Sergio Tovar
Printed Name

Director of Operations & Finance
Title

Signature

02/28/2024
Date

Minority Certifications and Accredititations

MEG has minority certifications and accreditations from numerous organizations specific our company. Please click on the hyperlink below to view the detailed certification. If you have any questions, please contact: Andres Palma: apalma@megengineers.com

DISADVANTAGED BUSINESS ENTERPRISE DBE

STATEWIDE HUB HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM

CITY OF AUSTIN FOUNDED 1839 Small and Minority Business Resources

CITY OF HOUSTON OFFICE of BUSINESS OPPORTUNITY

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

AASHTO ACCREDITED

Pharr, Texas, USA

http://s202091680.onlinehome.us/wp-content/uploads/2020/03/AASHTO-Accreditation-053119-1.pdf

AASHTO ACCREDITED

Austin, Texas, USA

http://s202091680.onlinehome.us/wp-content/uploads/2020/03/AASHTO-Accreditation-053119-1.pdf

US Army Corps of Engineers.

Pharr, Texas

MTC MATERIALS TESTING CENTER

http://s202091680.onlinehome.us/wp-content/uploads/2020/03/MEG-USACE-Validation-Certificate-1.pdf

Texas Department of Transportation

Pharr, Texas

https://megengineers.com/index.php/teaming/

Texas Department of Transportation

Odessa, Texas

https://megengineers.com/index.php/teaming/

Texas Department of Transportation

Houston, Texas

https://megengineers.com/index.php/teaming/

Texas Department of Transportation

Laredo, Texas

https://megengineers.com/index.php/teaming/

Please print this page and cut out the certificate below.
NOTE: Print using **landscape mode** for best results.
(close page after printing)

Instructions on how to print in landscape vary based on your browser and your printer. We suggest clicking on your browser's "**File**" menu and selecting "**Print Preview**", then orienting the page to landscape by using the buttons on the top of the Preview page.

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that

MILLENNIUM ENGINEERS GROUP INC

has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas

Registration Number
F-3913

Expiration Date
06/30/2024

SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

June 2, 2023

Raul Palma
Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, TX 78540

Dear Raul Palma:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **223066103**
Certification Expiration: **June 2, 2025**

Providing the following products or services:
NAICS 541330: CIVIL ENGINEERING SERVICES
NAICS 541370: LAND SURVEYING SERVICES
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
NAICS 541990: ALL OTHER PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is June 2, 2025.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Sandra Ramos

Sandra Ramos
Executive Director

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: **1742996684300**
Approval Date: **September 28, 2023**
Scheduled Expiration Date: **September 28, 2027**

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

Millennium Engineers Group Inc

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 28, 2023**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

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

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

Millennium Engineers Group, Inc.

in

Pharr, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 01/05/2022 at 2:05 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Quality Management System

Standard:		Accredited Since:
R18	Establishing and Implementing a Quality System for Construction Materials Testing Laboratories	03/18/2010
C1077 (Aggregate)	Laboratories Testing Concrete and Concrete Aggregates	11/20/2018
C1077 (Concrete)	Laboratories Testing Concrete and Concrete Aggregates	06/06/2018
D3666 (Aggregate)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	11/20/2018
D3666 (Asphalt Mixture)	Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials	11/20/2018
D3740 (Soil)	Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction	11/20/2018
E329 (Aggregate)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	11/20/2018
E329 (Asphalt Mixture)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	11/20/2018
E329 (Concrete)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	07/28/2020
E329 (Soil)	Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction	11/20/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Asphalt Mixture

Standard:		Accredited Since:
R47	Reducing Samples of Hot-Mix Asphalt to Testing Size	11/20/2018
D979	Sampling Bituminous Paving Mixtures	11/20/2018
D2041	Maximum Specific Gravity of Hot Mix Asphalt Paving Mixtures	11/20/2018
D2726	Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens	06/19/2014
D2950	Density of Bituminous Concrete In Place by Nuclear Methods	11/20/2018
D3203	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures	11/20/2018
D3549	Thickness or Height of Compacted Bituminous Paving Mixture Specimens	11/19/2021
D3665	Random Sampling of Construction Materials	11/19/2021
D5444	Mechanical Analysis of Extracted Aggregate	11/20/2018
D6307	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method	11/20/2018
D6926	Preparation of Asphalt Mixtures by Means of the Marshall Apparatus	11/20/2018
D6927	Resistance to Plastic Flow of Asphalt Mixtures Using Marshall Apparatus	11/20/2018
Tex-206-F	Compacting Specimens Using the Texas Gyratory Compactor (TGC)	06/19/2014
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	11/20/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Soil

Standard:	Accredited Since:
T288 Minimum Soil Resistivity	11/20/2018
T289 pH of Soils for Corrosion Testing	11/20/2018
D421 Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test	11/20/2018
D422 Particle Size Analysis of Soils by Hydrometer	11/20/2018
D558 Moisture-Density Relations of Soil-Cement Mixtures	11/20/2018
D698 The Moisture-Density Relations of Soils Using a 5.5 lb [2.5 kg] Rammer and a 12 in. [305 mm] Drop	03/18/2010
D854 Specific Gravity of Soils	11/20/2018
D1140 Amount of Material in Soils Finer than the No. 200 (75-µm) Sieve	03/18/2010
D1556 Density of Soil In-Place by the Sand Cone Method	11/20/2018
D1557 Moisture-Density Relations of Soils Using a 10 lb [4.54 kg] Rammer and an 18 in. [457 mm] Drop	03/18/2010
D1883 The California Bearing Ratio	11/20/2018
D2166 Unconfined Compressive Strength of Cohesive Soil	11/20/2018
D2216 Laboratory Determination of Moisture Content of Soils	03/18/2010
D2434 Permeability of Granular Soils (Constant Head)	11/20/2018
D2435 One-Dimensional Consolidation Properties of Soils Using Incremental Loading	11/20/2018
D2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)	11/20/2018
D2488 Description and Identification of Soils (Visual-Manual Procedure)	11/20/2018
D2850 Unconsolidated, Undrained Compressive Strength of Cohesive Soils in Triaxial Compression	11/20/2018
D2937 Density of Soil in Place by the Drive-Cylinder Method	11/20/2018
D2974 Determination of Organic Content in Soils by Loss on Ignition	11/19/2021
D4318 Determining the Liquid Limit of Soils (Atterberg Limits)	03/18/2010
D4318 Plastic Limit of Soils (Atterberg Limits)	03/18/2010
D4546 One-Dimensional Swell or Settlement Potential of Cohesive Soils	11/20/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Soil (Continued)

Standard:	Accredited Since:
D4643 Determination of Water (Moisture) Content of Soil by Microwave Oven Heating	11/20/2018
D4718 Oversize Particle Correction	11/20/2018
D4767 Consolidated-Undrained Triaxial Compression Test on Cohesive Soils	11/20/2018
D4829 Expansion Index of Soils	11/20/2018
D4943 Shrinkage Factors of Soil by Wax Method	11/20/2018
D4972 pH Testing of Soils	11/20/2018
D5084 Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter	11/20/2018
D6913 Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis	11/20/2018
D6938 In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)	11/20/2018
D7928 Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis	11/20/2018
G51 Measuring pH for Corrosion Testing	11/20/2018
G57 Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method	11/20/2018
G187 Soil Resistivity Using the Two-Electrode Soil Box	11/20/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Aggregate

Standard:		Accredited Since:
C29	Bulk Density ("Unit Weight") and Voids in Aggregate	11/20/2018
C40	Organic Impurities in Fine Aggregates for Concrete	11/20/2018
C88	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	11/20/2018
C117	Materials Finer Than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing	02/14/2012
C127	Specific Gravity and Absorption of Coarse Aggregate	11/20/2018
C128	Specific Gravity (Relative Density) and Absorption of Fine Aggregate	11/20/2018
C136	Sieve Analysis of Fine and Coarse Aggregates	02/14/2012
C142	Clay Lumps and Friable Particles in Aggregate	11/20/2018
C566	Total Moisture Content of Aggregate by Drying	11/20/2018
C702	Reducing Samples of Aggregate to Testing Size	11/20/2018
D75	Sampling Aggregate	11/20/2018
D546	Sieve Analysis of Mineral Filler for Road and Paving Materials	11/20/2018
D2419	Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test	11/20/2018
D4791	Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate	11/20/2018
D5821	Determining the Percentage of Fractured Particles in Coarse Aggregate	11/20/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Concrete

Standard:		Accredited Since:
M201	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	07/28/2020
R60	Sampling Freshly Mixed Concrete	07/28/2020
T22	Compressive Strength of Cylindrical Concrete Specimens	07/28/2020
T23	Making and Curing Concrete Test Specimens in the Field	07/28/2020
T24	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	07/28/2020
T97	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	07/28/2020
T119	Slump of Hydraulic Cement Concrete	07/28/2020
T121	Density (Unit Weight), Yield, and Air Content of Concrete	07/28/2020
T152	Air Content of Freshly Mixed Concrete by the Pressure Method	07/28/2020
T196	Air Content of Freshly Mixed Concrete by the Volumetric Method	07/28/2020
T231 (5000 psi and below)	Capping Cylindrical Concrete Specimens	07/28/2020
T309	Temperature of Freshly Mixed Portland Cement Concrete	07/28/2020
C31	Making and Curing Concrete Test Specimens in the Field	06/06/2018
C39	Compressive Strength of Cylindrical Concrete Specimens	06/06/2018
C42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete	06/06/2018
C78	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	07/28/2020
C138	Density (Unit Weight), Yield, and Air Content of Concrete	06/06/2018
C143	Slump of Hydraulic Cement Concrete	06/06/2018
C172	Sampling Freshly Mixed Concrete	06/06/2018
C173	Air Content of Freshly Mixed Concrete by the Volumetric Method	06/06/2018
C231	Air Content of Freshly Mixed Concrete by the Pressure Method	06/06/2018
C511	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	06/06/2018
C617 (5000 psi and below)	Capping Cylindrical Concrete Specimens	06/06/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Concrete (Continued)

Standard:		Accredited Since:
C1064	Temperature of Freshly Mixed Portland Cement Concrete	06/06/2018
C1231 (7000 psi and below)	Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders	06/06/2018
C1542	Measuring Length of Concrete Cores	06/06/2018

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Scope of AASHTO Accreditation for:

Millennium Engineers Group, Inc.

in Pharr, Texas, USA

Masonry

Standard:		Accredited Since:
M201	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	07/28/2020
C511	Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes	06/06/2018
C780 (Annex 1)	Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Consistency by Cone Penetration	07/28/2020
C780 (Annex 6)	Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Compressive Strength	06/06/2018
C1019	Sampling and Testing Grout	07/28/2020

This certificate was generated on 01/05/2022 at 2:05 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE OF LABORATORY VALIDATION

ERDC
ENGINEER RESEARCH & DEVELOPMENT CENTER

Millennium Engineers Group, Inc.

5804 North Gumwood Avenue
Pharr, TX, United States
Andres Palma
(956) 702-8500

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
14 FEB 2023 AT 11:01 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 02/13/2025

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 29 - Unit Weight and Voids in Aggregate
Aggregate - C 40 - Organic Impurities
Aggregate - D 75 - Sampling
Aggregate - C 88 - Sulfate Soundness
Aggregate - C 117 - Material Finer than 75 μm (No. 200) Sieve
Aggregate - C 127 - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 136 - Sieve Analysis of Aggregates
Aggregate - C 142 - Clay Lumps
Aggregate - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 566 - Total Moisture Content
Aggregate - C 702 - Reducing Samples to Testing Size
Aggregate - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - D 2419 - Sand Equivalent Value
Aggregate - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Aggregate - D 4791 - Flat and Elongated Particles in Course Aggregate
Aggregate - D 5821 - Percentage of Fractured Particles in Coarse Aggregate

BITUMINOUS

Bituminous - TEX 206 - TEXAS DOT - Compacting Asphalt with Texas Gyratory Compactor
Bituminous - Tex-F 208 - Test for Stabilometer Value of Bituminous Mixtures
Bituminous - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Bituminous - D 546 - Sieve Analysis of Mineral Filler
Bituminous - D 979 - Sampling Bituminous Paving Mixtures
Bituminous - D 2041 - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Bulk Specific Gravity and Density
Bituminous - D 2950 - Density of Bituminous Concrete in Place by Nuclear Methods
Bituminous - D 3203 - Percent Air Voids

Bituminous - D 3549 - Thickness or Height of Compacted Asphalt Mixture Specimens
Bituminous - D 3666 - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Asphalt Content of Hot-Mix Asphalt by Ignition Method
Bituminous - D 6926 - Preparation of Bituminous Specimens using Marshall
Bituminous - D 6927 - Marshall Stability and Flow of Bituminous Mixtures

CONCRETE

Concrete - C 31 - Making and Curing Test Specimens in the Field
Concrete - C 39 - Compressive Strength of Cylindrical Specimens
Concrete - C 42 - Drilled Cores and Sawed Beams
Concrete - C 78 - Flexural Strength by Third Point Loading
Concrete - C 138 - Unit Weight and Air Content by Gravimetric
Concrete - C 143 - Slump
Concrete - C 172 - Sampling
Concrete - C 173 - Air Content by Volumetric ***required if C231 not performed***
Concrete - C 231 - Air Content by Pressure ***required if C173 not performed***
Concrete - C 511 - Moist Cabinets, Moist Rooms, Water Storage Tanks
Concrete - C 617 - Capping Cylindrical Specimens
Concrete - C 1064 - Temperature of Concrete
Concrete - C 1077 - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Concrete - C 1231 - Unbonded Caps
Concrete - C 1542 - Measuring Length of Concrete Cores

MASONRY

Masonry - C 511 - Mixing Rooms, Moist Cabinets, Cure Tanks
Masonry - C 780 - Evaluation of Mortars for Plain and Reinforced Unit Masonry
Masonry - C 1019 - Sampling and Testing Grout

SOILS

Soils - G 51 - Measuring pH of Soil for Use in Corrosion Testing
Soils - G 57 - Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method
Soils - G 187 - Measurement of Soil Resistivity Using the Two-Electrode Soil Box Method
Soils - E 329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 558 - Moisture-Density of Soil-Cement
Soils - D 698 - Compaction Characteristics by Standard Effort
Soils - D 854 - Specific Gravity of Soils
Soils - D 1140 - Material Finer than 75 ▫m (No. 200) Sieve
Soils - D 1556 - Density & Unit Weight by Sand Cone
Soils - D 1557 - Compaction Characteristics by Modified Effort
Soils - D 1883 - CA Bearing Ratio (CBR)
Soils - D 2166 - Unconfined Compressive Strength
Soils - D 2216 - Water Content
Soils - D 2434 - Permeability of Granular Soils (Constant Head Method) (Withdrawn 2015)
Soils - D 2435 - One-Dimensional Consolidation Properties
Soils - D 2487 - Classification of Soils
Soils - D 2488 - Description & Identification of Soils (Visual-Manual Procedure)
Soils - D 2850 - Unconsolidated, Undrained Strength in Triaxial Compression
Soils - D 2937 - Density by Drive Cylinder Method
Soils - D 3740 - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Liquid & Plastic Limits & Plasticity Index
Soils - D 4546 - One-Dimensional Swell or Settlement Potential
Soils - D 4643 - Determination of Water Content of Soil by Microwave Oven
Soils - D 4718 - Correction of Unit Weight and Water Content for Soils Containing Oversize Particles
Soils - D 4767 - Consolidated-Undrained Triaxial Compression
Soils - D 4829 - Expansion Index of Soils
Soils - D 4943 - Shrinkage Factors of Cohesive Soils by the Water Submersion Method
Soils - D 4972 - pH of Soils
Soils - D 5084 - Hydraulic Conductivity using a Flexible Wall Permeameter
Soils - D 6913 - Particle-Size Distribution of Soils Using Sieve Analysis
Soils - D 6938 - Density and Water Content by Shallow Depth Nuclear Method
Soils - D 7928 - Fine Grain Distribution with Hydrometer

Geotechnical / Environmental / Forensic / Construction Materials Testing / Consulting / Geostructural / Facilities

MEG Engineers – Pharr
www.megengineers.com, 5804 N. Gumwood Ave.
Pharr, Texas 78577

956-702-8500, apalma@megengineers.com

STATEMENT OF QUALIFICATIONS TO PROVIDE

CONSTRUCTION MATERIALS TESTING, LABORATORY AND FORENSIC SERVICES

FOR

SOQ – CMT LAB AND FORENSIC SERVICES – 2024-01

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SUBMITTED TO

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

ATTN: MS. PILAR RODRIGUEZ, P.E.
EXECUTIVE DIRECTOR
203 W Newcombe Avenue,
Pharr, Texas 78577

MARCH 1, 2024

Intertek-PSI
2020 North Loop 499, Suite 302
Harlingen, TX 78550

Tel +1 956 423 6826
Fax +1 956 423 5735
intertek.com/building

March 1, 2024

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

Re.: Statement of Qualifications for Construction Materials Testing Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials 365 Tollway Project – 2024-01.

Dear Mr. Rodriguez,

Professional Service Industries, Inc. (PSI), an Intertek company, would like to express our interest in providing Materials Testing Laboratory and Forensic services to the Hidalgo County Regional Mobility Authority (HCRMA). PSI is a nationwide engineering and consulting firm distinguished as a leader in providing Geotechnical Engineering, Construction Materials Engineering and Testing Services, Environmental Consulting, Storm Water Consulting and Inspection, Roof Consulting and Facilities Engineering. PSI has solid credentials and brings the following benefits to your project:

LOCAL EXPERIENCE- The predecessor companies of PSI were established approximately 100 years ago. The Harlingen office of PSI was established in 1974 and currently has approximately 15 employees. PSI currently has 17 offices within the State of Texas and approximately 100 offices nationwide to service this project. PSI is uniquely qualified to perform the requested services for the HCRMA.

NATIONAL EXPERTISE - PSI has conducted geotechnical engineering, construction materials testing and inspection for numerous municipalities and counties throughout the U.S.

APPROACH - Quality is a process, not a destination, and we work to imitate our successes and overcome any shortcomings. Our goal for quality performance is to provide professional services of such quality that our clients receive superior value and our employees grow and share in our firm's success.

FINANCIAL STABILITY- PSI, with annual building and construction revenues of $1.1 billion, is a leading independent engineering and testing firm and ranked #23 by ENR Top 500 Design Firms List.

We are confident that upon review of PSI's qualifications and experience, you will determine that we are exceptionally well-qualified to join your project team. We are committed to the success of our clients, not only in the successful completion of their projects, but also in continuing to develop strong working relationships, resulting in a teamwork environment. At the appropriate time, we would be pleased to further discuss our service capabilities for your project. If there are any questions, please contact our office.

Respectfully submitted,
Professional Service Industries, Inc.
Texas Firm Registration No. F-3307

Edward Pruske
Business Development Manager

Raymundo G. Martinez, P.G.
Branch Manager

S. Peter Gonzales, P.E.
Project Manager CMT Services

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FIRM INFORMATION

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.

Name: Professional Service Industries, Inc. (PSI)

Local Office:
2020 N. Loop 499, Suite 302
Harlingen, Texas 78550
Phone: 956.423.6826

Professional Service Industries was incorporated in Delaware, June 26, 1972. However, the name was not used in the marketplace until the 1980's. The company was founded as A&H Materials Testing in 1961 in Champaign-Urbana, Illinois. An additional former name is Pittsburgh Testing Laboratories (1881- 1986).
In 2015 Professional Service Industries, Inc. was acquired by Intertek, but continues to do business as Professional Service Industries, Inc. (PSI). We still fill out our prequalification statements as Professional Service Industries, Inc. (PSI).
PSI is headquartered at 545 E. Algonquin Road, Arlington Heights, IL 60005.

Professional Service Industries, Inc. (PSI) is a nationally recognized consulting engineering and testing firm providing integrated services in several disciplines, including environmental consulting, geotechnical engineering, construction materials testing and engineering. We are a leader among the nation's independent testing organizations and rank among the country's largest consulting engineering firms.

PSI has been providing industry businesses with accurate, objective and useful information for more than 100 years. Today, we employ approximately 1,800 skilled personnel in 100 offices nationwide. Our Harlingen Office has been active since 1974, and it has successfully managed numerous projects over the last 40 years. We have been team members with municipalities in Central/South Texas: City of Edinburg; City of Mercedes; City of Pharr; City of Harlingen, City of Cotulla, City of Austin, City of San Antonio, City of Round Rock, City of Cedar Park, City of Killeen, and the City of Harker Heights, just to name a few.

Additional Office Locations
PSI currently has 17 offices within the State of Texas and approximately 100 offices nationwide to service this project. All services will be performed from our local office in Harlingen. See below our additional Texas offices locations.

Austin
2600 McHale Court, Suite 125 Austin, TX 78758
P: 512.491.0200

Clute
7000 Lewis Street
Clute, TX 7751
P: 979.265.2509

Corpus Christi
810 South Padre Island Dr.
Corpus Christi, TX 78416
P: 361.854.4801

Dallas
4087 Schilling Way
Dallas, TX 785237
P: 214.330.9211

Elmendorf
16015 Shady Falls Rd,
Elmendorf, TX 78112
P: (210) 635-8100

El Paso
4601 Ripley Drive
El Paso, TX 79906
P: 915.584.1317

Fort Worth
7550 Sand Street
Fort Worth, TX 76118
P: 817.284.3783

Grapevine
1215 Mustang Drive
Grapevine, TX 76051
P: 817.601.3853

Harker Heights
1200 South Amy Lane, Bldg. 4
Harker Heights, TX 76548
P: 254.699.1314

Houston
3730 Dacoma Street
Houston, TX 77092
P: 713.224.2047

La Porte
1413 W. Barbours Cut Blvd.
La Porte, TX 77571
P: 281.471.2900

Odessa
2700 West 42nd Street
Odessa, TX 79764
P: 432.614.0688

Plano
1909 10th Street, Suite 100
Plano, TX 75074
P: 972.542.1447

San Antonio
3 Burwood Lane
San Antonio, TX 78216
P: 210.342.9377

Spring
240 Spring Hills Dr, Ste 415
Spring, TX 77386
P: 281.209.1024

Victoria
402 Stephenson Street
Victoria, TX 77904
P: 361.575.0281

2. Name, position, phone, email, and fax numbers of contact person.

Raymundo G. Martinez, P.G
Branch Manager
raymundo.martinez@intertek.com
Mobile 956.254.6537
Office 956.423.6826
Fax 956 423 5735

3. Names of principals in the firm; years firm has been in business.

PSI and predecessor companies have a history of over 142 years of continuous operation (1881). PSI was incorporated in 1972 (52 years).

Executive Team

Name	Title	Location	Years with Intertek	Years of Experience in Industry
Carlos Velasco	President Latin America and Global B&C	200 Westlake Park Blvd. Houston, TX 77079	20	20
Ajay Agarwal	Chief Financial Officer B&C North America	545 Algonquin Road, Arlington Heights, IL 60005.	11	11
Todd Andrews	Secretary	545 Algonquin Road, Arlington Heights, IL 60005.	5	27
Amanda Bellgardt	VP Human Resources USA & Canada	4700 Broadmoor SE Kentwood, MI 49512	12	20
Julian Burge	Treasurer	200 Westlake Park Blvd. Houston, TX 77079	9	9

4. Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.

Locally, the Harlingen branch has 15 full time employees.

Discipline	Number of Staff
Engineer and Graduate Engineer	2
Project Managers	4
Technicians	9

In addition, we have the distinct advantage of being able to draw resources, when necessary, from nearby offices. PSI has 17 offices in the State of Texas from which it can provide engineers, scientists, technicians and experts in the field to ensure that all jobs are completed to the satisfaction of our clients. This allows us to be able to handle virtually any size or combination of projects.

The project manager for the proposed projects will be S. Peter Gonzales, P.E. See below Resumes for the key personnel.

- RAYMUNDO MARTINEZ, P.G.

BRANCH MANAGER, HARLINGEN, TEXAS

STARTED WITH INTERTEK-PSI: 1998-2005, 2018 /YEARS IN INDUSTRY: 24

Education

B.S. in Geology, University of Texas, San Antonio, 2000

Certifications/Registrations/Technical Training

License Geoscientist (P.G.)

Professional Experience

Mr. Martinez currently serves as Branch Manager for the PSI Harlingen office and is responsible for leadership, administering and managing all geotechnical, environmental and construction material testing services for the PSI Gulf Coast Region. Mr. Martinez served as a project manager with PSI between 1998-2005. During that time, his background included scheduling and coordinating drilling, drilling equipment and procedures, logging, laboratory testing on soils, maintaining laboratory calibration on equipment, collaborating closely with clients and writing proposals and reports. He also has extensive experience in managing multiple projects involving exploration/production in oil and gas industries for the past 13 years. This includes being responsible for updating all projects to higher management and geoscientist; oversaw multiple drilling operations in the Powder River Basin and Wind River Basin in Wyoming; stayed abreast of changing local, state, and national environmental laws, and policies to ensure compliance and the utmost standards.

Representative Project Experience

- City of Pharr TxDOT WA 1, Contract No.36-01DP0011 Highway/Roadway
- CDBG-FILMORE STREET IMP, Construction Materials Testing, City of Harlingen
- 2022 ST IMP. PROGRAM PROJECT, Construction Materials Testing, City of Harlingen
- TXDOT LOOP 499 SIDEWALK PRJT, Construction Materials Testing, City of Harlingen
- Burns road street imp #2, Construction Materials Testing, Cameron County
- Primera road (City of Primera), Construction Materials Testing, Cameron County
- Scott Sloane Parking lot imp., Construction Materials Testing, Cameron County
- VARIOUS STREET IMP - CIP #1, Construction Materials Testing, City of Brownsville
- SOUTHMOST NATURE TRAIL - PH II, Construction Materials Testing, City of Brownsville
- IDEA Public Schools, Harlingen Academy/College Prep_Ph1, - Harlingen, Tx
- Thrive School Addition– IDEA Toros, Edinburg, TX: Project consisted of a one-story 3,500 sq. ft. building addition which will be wood frame structure
- Burns Motor Jeep Dealership: Project consisted of a one-story 12,916 sq. ft. building with 45,684 sq. ft. of parking space area.
- Rayos Del Sol Solar Project, observed and tested on 435 axial and lateral pile load tests for a total of 36 solar array blocks. In addition, provided densities for all utilities trenches and access roads.
- USBP Remote Camera Surveillance Towers– Laredo, TX
- Eight Story La Quinta – Downtown San Antonio, TX
- Proposed Landfill Study – Los Fresnos, TX
- Calaveras Dam – San Antonio, TX
- Braunig Dam – San Antonio, TX
- El Paso Pipeline – San Antonio, TX

- **WILLIAM CIGGELAKIS, P.E.**

CHIEF ENGINEER – PRINCIPAL IN CHARGE

STARTED WITH INTERTEK-PSI: 1997 /YEARS IN INDUSTRY: 44

Education

B.S., Civil Engineering, Rutgers University, 1977

Certifications/Registrations/Technical Training

Professional Engineer, #52549, Texas, 1982
TxDOT Personnel Sequence, #000002723 A2LA ISO 17025
Examiner for Field Testing Technician (ACI), Grade I, Nationwide, 1985
Examiner for Flat Work Finishers (ACI), Nationwide, 1985
Examiner for Laboratory Technician (ACI), Nationwide, 1985
Asphalt Mix Designs, Asphalt Institute
Basics of Repair Materials, NRMCA Certifications (NRMCA), Nationwide
Concrete Inspector (ACI), 318 Building Code
Certified Nuclear Density Gauge Operator, #18329, Texas, 1991
Repair & Rehabilitation of Concrete Structures, ACI
Repair of Parking Structures (NRMCA)
Repair of Slabs on Grade (ACI)
Structural Concrete Repair Methods (NRMCA)
Welding Inspections (AWS), 1980

Memberships/Affiliations

- American Society of Civil Engineers (ASCE)
- Texas Council of Engineering Laboratories (TCEL)
- American Concrete Institute (ACI)
- Committee C610 Member, Field Technician Certification
- Committee C620 Member, Laboratory Technician Certification
- Committee 228 Member, Nondestructive Examination Committee 543 Member, Concrete Piles and Auger Cast Piers

Professional Experience

Mr. Ciggelakis is the Chief Engineer for the SW United States Operations and has approximately 44 years of Engineering Experience. He is Pre-Certified with Texas Department Of Transportation in work category's 11.1.1-Roadway Construction Management And Inspection, 11.2.1-Major Bridge Construction Management And Inspection, 12.1.1 Asphaltic Concrete, 12.1.2- Portland Cement Concrete, 12.2.1 - Plant Inspection And Testing, 14.1.1-Soil Exploration, 14.2.1-Geotechnical Testing And 14.3.1-Transportation Foundation Studies. He is a national member of ACI and serves as a technical reviewer for the publication Concrete International. He is an examiner for the laboratory and field certification program for engineering technicians, as well as flat work finishers. He has been the testing services manager for many large and varied projects worldwide, including offshore oil terminal facilities, convention centers, high-rise buildings, international airport facilities and international corporate office headquarters. He has provided forensics and expert witness testimony for numerous concrete related issues.

Representative Project Experience

- City of Pharr TxDOT WA 1, Contract No.36-01DP0011 Highway/Roadway
- Precast / Prestressed Concrete Institute (2015)
- TXDOT- (2003-2013) Project Manager for the inspection and quality control of prefabricated products to include structural steel with critical weld analysis and pre-stressed concrete bridge elements.
- National Precast Concrete Association
- Post Tension Institute; Worldwide- Certification of plants manufacturing pre-stressed steel wire strand.
- City Creek Rising, Salt Lake City, UT, Quality Control Consultant
- Harris County: North Harris County, Texas – Project manager of several miles of road construction and two bridges jointly funded by VIA Metro and Harris County.
- Valero World Headquarters, San Antonio, TX,
- Off-site Structural Steel Fabrication Inspection for the U.S. Moscow Embassy, San Angelo, TX
- City of San Antonio, San Antonio International Airport; CIP Project 426.
- City of San Antonio, San Antonio International Airport; Reconstruction of Taxiway Hotel
- City of San Antonio, San Antonio International Airport; Overnight Parking and Approach Apron
- City of San Antonio, San Antonio International Airport; Reconstruction of Taxiway 'G'

- **S. PETER GONZALES, P.E.**

PROJECT MANAGER CONSTRUCTION MATERIAL TESTING SERVICES

STARTED WITH INTERTEK-PSI: 2010 /YEARS IN INDUSTRY: 30

Education

B.S., Ocean Engineering, Texas A&M University, College Station, 1993
M.S., Civil Engineering, Texas A&M, University, College Station, 1999

Certifications/Registrations/Technical Training

Registered Professional Engineer #97592, Texas
City of San Antonio Special Inspector (No. 97592)
TxDOT Precertification:

- 12.1.3 Materials Engineering
- 14.1.1 Soil Exploration
- 14.2.1 Geotechnical Testing

Memberships/Affiliations

Board of Directors Bexar Chapter of Texas Society of Professional Engineers

Professional Experience

Mr. Gonzales has extensive knowledge in managing the Construction and Materials Engineering Testing department leading special inspectors, engineering technicians, and administrative staff to provide testing and inspection services for commercial, institutional, municipal, and federal clients. His experience includes estimating level of effort, sampling and testing quantities and defining inspection scopes of work. His work also includes reviewing testing reports, inspection reports, and utility installation testing reports; preparing and submitting reports of required special inspections to the Registered Design Professional in Responsible Charge; interpreting plans, specifications, and geotechnical reports and implement testing programs to meet project requirements; provides support to project teams to solve constructability issues; trains field and laboratory staff in the performance of ASTM, AASHTO and TxDOT Testing Methods. He serves as a mentor to project management staff in report writing, communications skills, and managing budgets.

Mr. Gonzales develops and maintains department quality system, oversees proficiency sample program and interact with ASSHTO re:source, CCRL, and USACE Materials Testing Center.

Representative Project Experience

- City of Pharr TxDOT WA 1, Contract No.36-01DP0011 Highway/Roadway
- CDBG-FILMORE STREET IMP, Construction Materials Testing, City of Harlingen
- 2022 ST IMP. PROGRAM PROJECT, Construction Materials Testing, City of Harlingen
- TXDOT LOOP 499 SIDEWALK PRJT, Construction Materials Testing, City of Harlingen
- Burns road street imp #2, Construction Materials Testing, Cameron County
- Primera road (City of Primera), Construction Materials Testing, Cameron County
- Scott Sloane Parking lot imp., Construction Materials Testing, Cameron County
- VARIOUS STREET IMP - CIP #1, Construction Materials Testing, City of Brownsville
- SOUTHMOST NATURE TRAIL - PH II, Construction Materials Testing, City of Brownsville
- Trinity University Science Building, San Antonio, Texas
- NEISD Krueger Middle School- Campus Replacement Phase II
- SWISD Legacy Highschool- Stadium Seating, HS Stadium Visitor Parking
- AJ Brewmeister Middle School- Additions and Renovations
- Seguin High School Stadium Concrete Flatwork Study
- Kerrville ISD Hal Peterson- Post Pad Installation

- **ERNESTO GOMEZ**

PROJECT MANAGER CONSTRUCTION MATERIALS TESTING

STARTED WITH INTERTEK-PSI: 2010 /YEARS IN INDUSTRY: 36

Education

- High School Diploma- John Marshall High School

Certifications/Registrations/Technical Training

- Project Management Certification Program, PSI YEAR 2011
- Certified Moisture/Density Gauge Operator
- TXDOT SuperPave Certified Technician
- Asphalt Institute SuperPave Certified Technician
- TXDOT Level 1A Certified Asphalt Plant Specialist
- TXDOT Level 1B Certified Asphalt Roadway Specialist
- TXDOT Agg 101 Certified Aggregate Specialist
- TXDOT Level II Certified Asphalt Design Specialist

Professional Experience

Mr. Gomez has 13 years as a Project Lead in PSI and over 36 years of quality control experience in construction materials testing and inspection services. During that time, he has conducted reinforcing steel inspections, drilled pier shaft inspection, concrete testing, field density testing and extensive asphalt materials inspection and testing. His laboratory experience includes soil moisture-density relations, sieve analysis of soil, aggregate, and asphalt. Site experience includes City of San Antonio Street Renovation projects, hospitals, TXDOT and military projects, schools, residential and commercial projects. He serves as a Project Manager and as an Asphalt Supervising Laboratory and Field technician Supervisor for Intertek- PSI.

Representative Projects Experience

- TXDOT CONTRACT #36-0IDP0011. Materials Testing performed and supervised all sampling, testing, inspection work and related services for Asphaltic and Concrete construction for the following project: CSJ: 2660-01-011, CSJ: 0483-01-056 and CSJ: 0037-09-033 for various locations in the Laredo District.
- Taxiway R. Rehabilitation & MSW Removal, San Antonio, Texas. City of San Antonio Aviation Department. Project Manager Materials Testing. Monitor project budget, Purchase Orders and invoice submission. Perform asphaltic lab testing.
- W. Commerce (Frio to Colorado St), San Antonio Texas. Project Manager Materials Testing. Monitor project budget, Purchase Orders and invoice submission. Perform asphaltic lab testing. Our services included field density observations and testing, asphalt observations and testing, asphalt coring, concrete observations and testing and Hamburg wheel test.
- Fire Station no. 24, San Antonio Texas. Project Manager Materials Testing. Monitor project budget, Purchase Orders and invoice submission. Perform asphaltic lab testing. Our services included lab and field testing of soil, field density observations and testing, reinforcing steel and concrete observations and testing.
- Wheatley Heights Sports Complex, San Antonio, Texas. Project Manager Materials Testing. Monitor project budget, Purchase Orders and invoice submission. Perform asphaltic lab testing. Our services included field density observations and testing, concrete observations and testing, reinforcing steel observations, structural steel observations.

EXPERIENCE- PROJECT PROFILES

5. List at least three related testing verification projects with TxDOT, USACE, Toll Authority/Regional Mobility Authority Projects of a transportation nature conducted within last five (5) years.

TR- 365 PROJECT MCALLEN, TX.

Client/Owner:	Pulice
Contact Information:	Rocio de los Reyes Cadenas Corporate Quality Director 713-324-4120 rreyes@dragados-usa.com
Project Location:	McAllen TX
Performance Period:	12/04/2023 – (Ongoing)
Services Provided:	Construction Materials Testing
Description:	PSI has teamed up with Dragados-Pulice for the TR-365 Project to take place in Hidalgo County. PSI is in charge of sampling and testing of all concrete trial mix design, as well as all laboratory testing. PSI will provide experienced qualified technicians and engineers to assist Dragados for this project. In addition, PSI has also teamed up with Dragados-Pulice in construction materials testing for the IH2/IH69 interchanged project for City of Pharr.

TXDOT WA 1, CONTRACT NO.36-01DP0011 Pharr District

Client/Owner:	Texas Department of Transportation (TXDOT) Sergio Cantu, P.E. 956-702-6262 Sergio.Cantu@txdot.gov
Project Location:	Pharr District
Project Value:	$457,499 (PSI fees)
Performance Period:	09/30/2021 – July 2025 (Ongoing)
Services Provided:	Construction Materials Testing
Description:	PSI is performing and supervising all sampling, testing, inspection work and asphaltic, soils/flexbase and concrete for the State on the highway projects for the Pharr District.

TXDOT WA 2 CONTRACT NO. 36-0IDP0011 Laredo District.

Client/Owner:	Texas Department of Transportation (TXDOT) Luis Castillo, P.E. 956-712-7750 Luis.Castillo@txdot.gov
Project Location:	Pharr District
Project Value:	$699,631.1 (PSI fees)
Performance Period:	03/15/2023 – July 2025 (Ongoing)
Services Provided:	Construction Materials Testing
Description:	PSI is performing and supervising all sampling, testing, inspection work and related services for Asphaltic and Concrete construction for the following project: CSJ: 2660-01-011, CSJ: 0483-01-056 and CSJ: 0037-09-033 for various locations in the Laredo District.

MILE 9 NORTH ROAD- STREET WIDENING IMPROVEMENTS, City of Weslaco

Client/Owner:	City of Weslaco Albert J. Aldana aaldana@weslacotx.gov
Project Location:	City of Weslaco
Project Value:	$10,009 (PSI fees)
Performance Period:	03/20/2023- Ongoing
Services Provided:	Construction Materials Testing
Description:	PSI is performing Construction Materials Testing on Mile 9 Street Widening Project. Services includes: Concrete Testing, Asphalt Testing, Masonry Testing, Soils Testing and Compressive Strength Tests.

CURRENT WORKLOAD

6. Current workload of the staff and laboratory personnel that would be responsible for the project(s).

Resources will be made available to the project manager from all support offices to ensure timely completion of any project or task assigned during the contract period. PSI has excess capacity available to perform the work described in the RFQ. PSI will ensure that all staff members with knowledge specific to the project area are available to complete the assigned work. By having senior leadership of Mr. Peter Gonzales, P.E., as the Project Manager for the HCRMA projects, we can guarantee a priority will be placed on activities relating to HCMRA projects during the contract period.

Presently the PSI Harlingen office has a moderate workload. PSI Harlingen can accommodate HCRMA projects with existing staff augmented by field and technical assistance from our adjacent San Antonio, Corpus Christi and Austin offices with occasional technician assistance, as required.

PSI can mobilize and start services twenty-four (24) hours after being awarded the project. Once awarded the project and negotiated a contract, PSI is prepared to start work at once. The PSI Team has, by history, shown a commitment to complete projects and tasks in a manner consistent with the client's needs and timing. Project scopes from simple investigations to multi-facility design and implementation have been completed in time frames meeting the client's desire as either on time or completed before the due dates. PSI's team approach to assuring timely completion of projects, including methods used for schedule recovery if necessary.

The nature of our consulting business rests in the management from different sources of many projects which must be prioritized and responded to in a limited timeframe. We have been doing this successfully for many years and the number of repeat assignments that we have received from our clients demonstrates our success in meeting their needs for responsive service. It is our philosophy that a commitment to meet the needs and expectations of a client must come not only from our senior management, but also from each and every member of a project team. We take commitments very seriously and will commit our local and national resources to provide the level of service every client should expect for their project. We will be available to HCRMA 24 hours a day and 7 days a week.

SUBCONSULTANTS

7. Names, disciplines, and firm profiles (with resumes listed under key personnel) for any sub-consultants (if any) proposed for the project.

PSI has the capabilities to perform all required services for this contract with its own in-house team from our Harlingen, Texas office. All work will include engineering or scientific interpretation, field and laboratory services and reports as required by HCRMA. All tests will be conducted under the guidance and direction of a registered professional engineer or professional licensed to work in the State of Texas, as required by law.

8. Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.

Professional Service Industries, Inc. is not a DBE. At PSI, we are dedicated to collaborating with DBE, Small Woman Minority Business Enterprise (SWMBE) and Historically Underutilized Business (HUB) firms to achieve our goals and promote their growth and development. These firms are our valued teaming partners, and we always prioritize their resources and services for successful project execution.

PSI has a long-standing commitment to teaming objectives and the growth and development of DBE, Small Woman Minority Business Enterprise (SWMBE) and Historically Underutilized Business (HUB) firms. These firms are some of our most trusted teaming partners who we continually turn to first to provide resources and services for successful project execution.

PSI carefully selects DBE, SWMBE and HUB team members with the requisite expertise and geographical resource base to support PSI personnel in the field, providing the best possible value to our clients.

Our basis for selecting these DBE, SWMBE and HUB team members for a project includes:

- Established working relationships with Intertek-PSI, with compatible business philosophies in technical and management approaches.
- Proven performance with an ability to consistently enhance the identified services throughout contract execution.
- A strong safety record and program, and financial stability, minimizing performance risk on the projects to which they may be assigned.

LITIGATION DISCLOSURE

9. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.

PSI, from time to time, has been involved in legal or administrative proceedings as a plaintiff or defendant. With annual fees exceeding $250 million and with approximately 1,800 employees nationwide, we do not maintain a comprehensive historical listing of claims.

With assets exceeding $300 million, no claim, individually or claims collectively could adversely affect your project.

LIABILITY INSURANCE COVERAGE

10. Amount of professional liability insurance coverage carried by your firm.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/28/2023

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Professional Service Industries, Inc. 545 East Algonquin Road Arlington Heights, IL 60005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: QBE Insurance Corporation — 39217 INSURER B: Zurich American Insurance Company — 16535 INSURER C: American Zurich Insurance Company — 40142 INSURER D: QBE Specialty Insurance Company — 11515 INSURER E: AIG Specialty Insurance Company — 26883 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W30379786 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CGA 1407408	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 10,000,000 $ Included
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 7296414-03	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CGU 1407408	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7296412-03 (AOS)	10/01/2023	10/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
B	Workers Compensation & Employers Liability Per Statute			WC 7296413-03 (MA/WI)	10/01/2023	10/01/2024	EL Each Accident EL Disease - EA Empl. EL Disease - Pol Lmt.	$2,000,000 $2,000,000 $2,000,000

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

Evidence of Coverage

See next page for additional information:
SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
Professional Sevice Industries, Inc. and Additional Named Insureds 545 E. Algonquin Road Arlington Heights, IL 60005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SR ID: 24722555 BATCH: 3147206

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED Professional Service Industries, Inc. 545 East Algonquin Road Arlington Heights, IL 60005
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Includes:
Testing Holdings USA Inc.
Professional Service Industries, Inc.
dba Intertek-PSI
aka PSI
Professional Service Industries Holdings, Inc.
Professional Service Industries Engineerings, PLLC
Pittsburgh Testing Laboratory, Inc.
PSI Acquisitions, Inc.
Midwest Engineering Services, Inc.
Wilson Inspection X-Ray Services, Inc.

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company NAIC#: 11515
POLICY NUMBER: QPL3026198 EFF DATE: 09/30/2023 EXP DATE: 09/30/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim/Aggregate	$5,000,000
	SIR	$1,250,000

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 16503597 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution	Limit of Liability	See Below
	Deductible Each Loss	$100,000

ADDITIONAL REMARKS:
Coverage A Each Loss $5,000,000
Coverage B Each Loss $5,000,000
Aggregate $10,000,000

ACORD 101 (2008/01)

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SR ID: 24722555 BATCH: 3147206 CERT: W30379786

BANK REFERENCE

11. Name and phone number of person to contact at the bank where the firm does business.

Bank of America
2690 W. Lucas Road
Lucas, TX 75002
Phone: 972-649-0209

Account Name: Professional Service Industries, Inc.
Account #: 4427970188
ABA for ACH: 111000012
ABA for wires: 026009593

ADDITIONAL INFORMATION

12. Any other items which the consultant deems necessary.

Construction Material Testing/ Laboratory Services

PSI maintains complete facilities and equipment for inspection and testing of soils and foundations, concrete, pavements, masonry, structural, metals, roofing, and specialty areas. In addition, PSI performs a full range of consulting engineering services: investigation and evaluation of materials failures and/or deterioration, forensic evaluation of all types of construction materials and/or structures, and establishment of QA/QC procedures for construction projects.

As an Independent Testing Laboratory, satisfying the requirement of ASTM E 329, PSI proposes to provide the QA/QC functions representing the owner. These services may include review and testing, pre-qualification of construction material submittals as well as field testing and construction surveillance. PSI is the largest single provider of construction materials testing in the nation. PSI offers a complete single source of testing services to include soils, concrete, asphalt, structural steel welded and bolted connections, masonry glazing, painting, roofing, and with national capabilities to address many unique and specialized services tailored to individual project needs.

PSI offers American Concrete Institute Certified technicians to monitor and test placement of fresh concrete. Field tests include slump, air content, temperature, unit weight, and molded specimens for compressive strength. PSI has certified AWS inspectors for the visual examination of welds and ASNT technicians for ultrasonic, radiographic, dye penetrant, and magnetic particle testing of welds. PSI has capabilities to field calibrate impact wrenches with a Schmidt-Wilhelm Calibration Block as well as calibrated torque wrenches to verify the tightness of bolted connections. We are also capable of providing specialty services such as forensic investigation of existing structures if requested.

Quality Control/Quality Assurance

PSI's Quality Control/Quality Assurance (QC/QA) process is outlined in PSI's Quality Assurance Manual QA- M-5, Revision 15, June 13, 2022. The objective of PSI's Quality Management System (QMS) is to establish controlled conditions to assure that the tests and inspections performed by PSI personnel are accurate, valid, documented and comply with applicable codes, project specifications, and regulatory requirements. PSI has standard operating procedures for all organizational levels and each individual within the organization.

PSI's QMS meets the requirements for both AASHTO R-18 and A2LA. PSI's policies and programs implement a comprehensive quality check system setting standards for all testing and laboratory compliance. Our project-specific QC/QA programs will define, establish, and implement a formal and comprehensive description of activities to ensure proper inspection protocols, testing and reporting. We address and document all construction quality acceptances and material testing for a project to verify that it is in conformance with the specified standards and contractual requirements. In order to achieve this PSI has developed a set of Quality Acceptance Procedures (QAP) which can be easily modified and adopted to specific projects. These QAP developed include inspection checklists to ensure a comprehensive inspection protocol in the field.

To provide documented quality, we adhere to the following objectives:

- Participation in recognized laboratory reference sample programs,
- Continual implementation of a personnel qualification and training program,
- Maintenance of a comprehensive measuring and testing equipment (M&TE) program traceable to NIST,
- Assure and maintain accreditation by nationally-recognized institution per ISO 17025 or AASHTO, and
- Equipment maintenance and calibration per manufacturer and nationally recognized standards.

The PSI QC/QA Program will outline our quality philosophy, organization of personnel, personnel training, M&TE program, facilities, test methods, documentation, and audit procedures. These guidelines will delineate the

operational procedures and sequence of activities to ensure the "competency" of all aspects of the field and laboratory operations.

TECHNICIAN CERTIFICATES

PSI certified technicians assigned to the (QMS) will apply testing and inspection work approved by the following professional groups:

- American Concrete Institute (ACI)
- Texas Department of Transportation (TXDOT)
- National Institute for Certification in Engineering Technologies (NICET)
- American Welding Society (AWS) Certification for Welding Inspectors (CWI)
- American Society for Non-Destructive Testing (ASNT) Technician Certification for Radiographic, Ultrasonic, Magnetic Particle and Penetrant Testing Personnel

LABORATORIES ACCREDITATION

PSI maintains and calibrates testing equipment in accordance with the American Society for Testing and Materials (ASTM) Publication E 329 and E 543. Project facilities will meet inspection standards for accreditation through the following groups:

- A2LA
- AMRL / CCRL
- AASHTO R-18 Standards and Certification
- Texas Department of Transportation (TXDOT)

Project Specific Laboratories will be established geographically to support the Projects.

STANDARDS AND SPECIAL INSPECTION

All field inspections will be performed in general accordance with the applicable standards or as dictated by the project specifications. Where no applicable standard is available, the testing performed in accordance with the geographically local industry standard of care.

ON-SITE PROJECT MANAGEMENT TEAM

As previously discussed, PSI proposes to accomplish the required CQAF on the projects by providing an inspection team coordinated by an on-site project team. Over the course of the project, some variation in the Project Management Team position(s) could occur with notification/approval by the client.

PSI Onsite project management team will be responsible for:

- Coordinating and Planning Field Inspections
- Assigning and Tracking Laboratory Test Programs
- Communicating Test Results to Appropriate Parties.
- Review of Field Reports and Preparation of Daily and Weekly Summary Reports.
- Maintaining a Project Log Detailing Unresolved Tests, Sampling Locations and Meeting Notes.

PSI proposes to staff the project with qualified field personnel whose principal duties will be to provide complete testing and visual observation to verify the quality of construction materials and processes used during the project. Our field technicians will have the necessary training and experience in concrete, soils and hot mix asphalt. Our technicians are ACI, NICET and TxDOT certified.

Additional Professional Services:

PSI Environmental Overview

PSI is at the forefront of environmental consulting with a forward-thinking program that can be tailored to provide a customized suite of expert consulting solutions. We prioritize practical answers to intricate challenges, ensuring efficiency in both time and resources. Distinct from other environmental firms, PSI stands out for its vast service range, deep resources, and widespread coverage.

Our in-depth environmental services aid clients in evaluating their environmental impact, mitigating risks, safeguarding employee health, developing management and remediation strategies, meeting all the applicable regulations, and more. In a landscape filled with over 10,000 pages of federal regulations, along with individual local and state stipulations, navigating the maze of compliance is daunting. Our expansive network of 100 plus offices countrywide guarantees that we can meet the requirements of any project and tackle any regulatory challenge.

Our engineering experts, equipped with the latest techniques and equipment, provide precise environmental evaluations and cost-effective remediation solutions that help guide your projects toward full compliance with any regulation or business objective.

Our Service Portfolio

Environmental Due Diligence
- ASTM E1527 Phase I Esa
- Radon, Asbestos, and Lead-Based Paint
- Assessments
- Vapor Intrusion Screenings
- Wetlands Evaluations

In-Depth Environmental Analysis
- Contaminant Source Identification
- Site Character Evaluations
- Vapor Intrusion Evaluations
- Groundwater Tracking
- Wetlands Delineation and Licensing

Remediation Planning and Execution
- Designing Remedial Alternatives
- Feasibility Evaluations
- Innovative Treatment Methods
- Vapor Intrusion Mitigation Strategies
- Risk Evaluations

Storage Tank Management
- AST/UST Compliance
- AST/UST Removals
- UST Reimbursement Plans

Water Protection
- Stormwater Management
- Drinking Water Testing
- Aquifer Studies
- Biological Evaluations

Regulatory Adherence
- RCRA Compliance
- Waste Management
- Chemical Reporting
- PCB And Pesticide Assessments

Geotechnical Engineering

Where infrastructure improvements are concerned, conditions below grade are often as important as surface conditions. The most cost-effective way to ascertain subsurface conditions is by obtaining geotechnical services provided by the professionals at PSI.

Geotechnical conditions play a crucial role in proper construction of buildings, roads, runways, bridges, dams and other structures. A solid foundation is an essential prerequisite for any well-constructed improvement. A thorough subsurface exploration can result in a more cost-effective foundation design and reduce construction delays caused by unforeseen conditions.

Quality is an integral part of PSI's approach to geotechnical work. Our Principal Consultants, professional engineers with years of demonstrated experience, are the crux of our quality assurance program. These principal consultants review all reports and documentation on each project to make certain that PSI's methodologies and contractual agreements are strictly followed and that conclusions and recommendations are valid, effective and practical. In addition, field and laboratory personnel receive intensive training from seasoned veterans before they begin working in the field.

PSI is experienced. Tens of thousands of subsurface explorations have been performed by PSI personnel on a wide variety of projects. Our experience ranges from projects requiring a few soil borings to large projects requiring several hundred borings.

Equipment and Facilities

PSI maintains a large variety of land and marine subsurface exploration equipment, along with laboratory and office facilities. We have more than 100 fully equipped exploration crews with drill rigs mounted on all types of carriers to allow access to virtually any condition on land or water. The principal type of drilling equipment we maintain are CME and mobile auger rigs. Typically, the crews are supervised in the field by an engineer or graduate geologist. The variety of sizes and types of equipment and our crews' broad experience permit flexibility in sampling and drilling techniques and in scheduling.

Preliminary or General Studies

- Site preparation specifications
- Early site selection
- Design of pond and landfill liners
- Preliminary soil and foundation evaluation
- Embankment settlement
- Foundations for structures
- Vibration studies
- Slope stability and design

Geotechnical Engineering (continued)

Foundation/Specialty Analysis

- Risk assessment
- Foundations/construction over compressible soils
- Subsoil modification
- Analysis of high-rise foundations
- Dewatering concepts
- Soil mechanics research
- Specialty foundations
- Retaining walls
- Interpretation of cone penetration test data
- Landfill foundation studies
- Earthen dam analysis
- Pile driving analyzer

Environmental/Permitting

- Environmental permits
- Groundwater studies
- Soil suitability analysis
- Effluent disposal evaluation
- Well and pollution source inventory
- Design of pond and landfill liners
- Water supply testing and permitting
- Septic tank design and permitting
- Drawdown effects on wetlands
- Sanitary landfill permitting

Effluent Disposal

- Percolation pond design, Rapid Infiltration Basins (RIBs)
- Wetland disposal assessment
- Development of groundwater monitoring plans

Groundwater Monitoring Plans

- Design and implementation of groundwater monitoring plans
- Installation of monitoring wells
- Sampling of groundwater from monitoring wells

Roadway/Transportation Studies

- Corridor study/fatal flaw analysis
- Bridge foundations (shallow and deep)
- Pavement design
- Field and Drilling Services
- Standard test borings
- Auger borings
- Rock coring
- Monitoring well installation
- Continuous sampling
- Environmental sampling
- Undisturbed thin-walled tubes
- Groundwater sampling
- Bulk disturbed samples
- Mineral exploration

Laboratory Services

- Soil classification
- Strength parameters
- Consolidation
- Compaction
- Permeability
- CBR
- Soil cement
- Triaxial
- Relative density

Additional Services

- Hydrology
- Earthquake geology and engineering
- Environmental geology
- Soil stabilization
- Geophysical investigations
- Soil/rock dynamics

STANDARD FORM 330

13. Executed Architect-Engineer Qualifications (Standard Form 330).

ARCHITECT – ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any): NA

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Professional Service Industries, Inc. (PSI)	1972	KV8KJD9DTKS4

2b. STREET	5. OWNERSHIP
2020 N. Loop 499, Suite 302	a. TYPE: Corporation
2c. CITY: Harlingen / 2d. STATE: TX / 2e. ZIP CODE: 78550-3609	b. SMALL BUSINESS STATUS: NA
6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If block 2a is a branch office)*
	Professional Service Industries, Inc. (PSI)
6b. TELEPHONE NUMBER: 956-423-6826 / 6c. E-MAIL ADDRESS: @intertek.com	
8a. FORMER FIRM NAME(S) *(If any)*: NA	8b. YR ESTABLISHED: NA / 8c. UNIQUE ENTITY IDENTIFIER: NA

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	144	2
12	Civil Engineer	192	
16	Construction Manager	153	
23	Environmental Engineer	64	
24	Environmental Scientist	32	
27	Foundation/Geotechnical Engineer	66	1
30	Geologist	84	
36	Industrial Hygienist	46	
42	Mechanical Engineer	5	
48	Project Manager	91	2
55	Soils Engineer	30	
57	Structural Engineer	6	
58	Technician/Analyst	923	9
	Roofing Consultants	20	
	QA Engineering Specialist	5	
	Total	1,861	15

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
T02	Testing & Inspection Services	4
S05	Soils & Geologic Studies; Foundations	3

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	5
c. Total Work	5

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
Edmund Rinke	April 18, 2022
c. NAME AND TITLE	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (7/2021) PAGE 1

FIRM'S ABILITY

14. Describe the Prime Firm's proven ability to deliver quality testing on time and at the least cost to the Owner.

Many companies make initial commitments to start significant projects such as this. However, not all companies can stay the course and finish projects successfully. PSI, on the other hand, has the equipment, the personnel, and the experience with a proven track record, and we have demonstrated time after time that we can start and finish projects while meeting or exceeding the expectations of our clients.

During peak workloads, PSI has the unique capability to pull additional staff and resources from other area offices with no additional cost realized to our clients. This ensures HCRMA that PSI will always have Texas- licensed staff available and on stand-by, ready to work on your project. Our ability to draw on resources for manpower, equipment and technical expertise enables us to overcome service problems associated with project schedules.

Our top-level managers and technicians are available to staff your projects as soon as the scope of work is finalized. During periods of peak construction activities, we anticipate occasional surges in manpower demands and are prepared to cover those demands on very short notice. Resources will be made available to the project manager from all support offices to ensure timely completion of any project or task assigned during the contract period. PSI has excess capacity available to perform work during the period. PSI will ensure that all staff members with knowledge specific to the project are available to complete the assigned work. We take our commitments very seriously and will commit our local and national resources to provide the level of service every client should expect for their project. We will be available to HCRMA 24 hours a day and 7 days a week.

PSI has a track record of performing projects within budget and on time. Construction materials testing projects are most often unit price base with a not to exceed limitation based on the contractor's schedule. We endeavor to provide a quality product on a timely basis for each and every project. We have found that developing relationships with the project team members and maintaining constant communication throughout the project is the best way to ensure excellent customer service.

15. Describe Prime Firm's ability to maintain ethical standards and industry best practices as it pertains to perceived or actual conflicts of interest in assigning tasks to Prime or Subconsultant staff that have previously provided Geotech or CMT services on HCRMA Projects.

Our responsibility is to conduct all business according to the highest professional and ethical standards and practices. PSI's work shall be carried out in an independent and impartial manner, using appropriate methods and procedures and in accordance with local and international laws. A conflict of interest arises when an employee's personal relationships, external interests or activities could interfere with their judgment, objectivity, independence or loyalty to PSI. We require employees to avoid conflicts of interest, or the appearance of one, at all times, to ensure the quality of our business decisions and the integrity of the person and Company.

We make our Code of Ethics available to our partners who include contractors, sub-contractors, correspondents, agents, intermediaries and suppliers so that they understand the principles with which we operate, and are transparent and responsive to our customers' requests for information to verify PSI's corporate, ethical and social responsibility credentials. We conduct due diligence on prospective partners, in accordance with PSI's due diligence policy when dealing with intermediaries, so that we appoint on merit, do not deal with those known to be involved in bribery and ensure that our relationship with them follows the principles of our Code of Ethics. All our business partners have access to our Code of Ethics.

CONFLICT OF INTEREST

16. Respondents are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, with their proposal.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Professional Service Industries, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

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.**

N/A

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 Edward Pruske
Signature of vendor doing business with the governmental entity

02/28/2024
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

17. HCRMA may not enter into a contract with a company for goods or services unless the contract contains a certification that the company does not boycott Israel and will not boycott Israel during the term of the contract.

Professional Service Industries, Inc. does not boycott Israel and will not boycott Israel during the term of the contract.

18. HCRMA may not enter into a contract with a company that is identified on the Texas Comptroller of Public Accounts' list of companies that do business with Iran, Sudan, or designated foreign terrorist organizations.

Professional Service Industries does not and will not do business with Iran, Sudan, or designated foreign terrorist organizations.

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Professional Service Industries Inc., (PSI)
Raymundo Martinez
Branch Manager
2020 North Loop 499, Suite 302
Harlingen, Tx 78550
956 423 6826
Raymundo.martinez@intertek.com
www.intertek.com/building

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024 - 24

CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 1 TO THE CONTRACT WITH SICE, INC. TO PROVIDE TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION AND MAINTENANCE FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 26th day of March, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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 Authority issued a competitive, best value procurement, RFP 2022-02: Toll Collection System Installation, Integration, and Maintenance for the Project (the "RFP"); and

WHEREAS, the Authority received five qualified responses to the RFP;

WHEREAS, on March 14, 2023, the evaluation committee recommended SICE as the best value respondent and the Board authorized the Authority to enter into negotiations with SICE Inc.; and

WHEREAS, a contract was negotiated with SICE Inc. for Toll Collection System Installation, Integration, and Maintenance for the Project (the "Contract");

WHEREAS, on April 25, 2023, the Authority approved Resolution 2023-22 Award of Contract for the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract to SICE Inc.; and

WHEREAS, the Authority finds it necessary to approved Resolution 2024-24 – Consideration and Approval of Change Order number 1 to the Contract with SICE, Inc. to provide Toll Collection System Installation, Integration and Maintenance 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 Change Order number 1 to the contract with SICE, Inc. for the 365 Tollway Toll Collection System Installation, Integration and Maintenance, attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Change Order number 1.

*****

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 26th day of March, 2024, at which meeting a quorum was present.

Ezequiel Reyna Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

#5585020.2

Exhibit A

Change Order Number 1
to the Contract with
SICE, INC.
for Toll Collection System
Installation, Integration and
Maintenance for the 365
Tollway Project

365 TOLLWAY PROJECT

TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION, AND MAINTENANCE

CHANGE ORDER NO. 1

Project Information	**ISSUANCE DATE: MARCH 26, 2024**
Project	365 Tollway Project, TCS Installation, Integration, and Maintenance
CONTRACT NO.	2022-002
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the conditional contract award requiring:

1. Change from a Dual Gantry RSS to a Mono gantry Design covering the following components.
    - Mono gantry Design and Documentation
    - Bracket Design
    - Additional Hardware required to implement a Mono gantry solution.
2. Implementation of Large Truck Classification System based on Height and Width using Lidar (SICK unit)
    - Roadside System and Transactional Back Office System Software Changes to support the functionality.
    - RSE and TBOS Software Changes

Purpose and Intent. By using a monogantry design instead of a traditional dual-gantry model, the overall footprint of the gantry is reduced – resulting in better accessibility and easier maintenance of gantry equipment. It also removed most of the in-pavement equipment. However, to accommodate this change, larger and additional brackets will be necessary to mount the equipment and additional overhead equipment is needed.

Through this solution, the HCRMA benefits from:

- Lower net capital costs;
- The same system reliability, accuracy, and redundancy;
- Additional height/width data for identifying commercial vehicles;
- Additional revenue from higher toll rates for tall commercial vehicles; and
- Improved pavement integrity and reliability due to removed in-pavement equipment.

Costs. As part of this change order, SICE will be paid in the amount of **$645,171.17** for this Change Order in accordance with the payment schedule documented in the change order proposal.

365 TOLL PROJECT, TCS
CHANGE ORDER NO. 1

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A $0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD TBD
Signatures	
ACCEPTED: SICE	Signature: _____ Salvador Castromil – Vice President Date: 03/28/2024
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: 0 3 /28/2024

Memo

Date:	Tuesday, March 26, 2024
Project:	HCRMA 365 TCS
To:	HCRMA
From:	HDR
Subject:	**HCRMA 365 TCS Change Order: Monogantry & Revised Classification**

Introduction

HCRMA staff are requesting approval by the board for a change order of $645,170 for the Toll System Integrator to modify their design. The original design included two-gantries (dual-gantry) and an axle-based solution to classify vehicles and determine toll rates. However, HDR found that a single-gantry (monogantry) structure and classifying vehicles based on axles and height would provide a net capital cost savings, increased revenue, and maintained system accuracy.

Gantry & Classification Design

By using a monogantry design instead of a traditional dual-gantry model, the overall footprint of the gantry is reduced – resulting in better accessibility and easier maintenance of gantry equipment. It also removed most of the in-pavement equipment. However, to accommodate this change, larger and additional brackets will be necessary to mount the equipment and additional overhead equipment is needed. Through this solution, the HCRMA benefits from:

- Lower net capital costs;
- The same system reliability, accuracy, and redundancy;
- Additional height/width data for identifying commercial vehicles;
- Additional revenue from higher toll rates for tall commercial vehicles; and
- Improved pavement integrity and reliability due to removed in-pavement equipment.

Capital Cost Savings:

The revised design results in the capital cost savings for the gantry structures and pavement, but requires additional hardware and equipment on the gantry. It results in an estimated net savings of $549,610, subject to negotiating the reduced cost of the gantry structures with Pulice.

Capital Cost Savings	
Infrastructure Savings (Estimated)	$ 1,194,780
Hardware & Software Costs	$ (645,170)
Net Capital Cost Savings	**$ 549,610**

Additional Revenue:

The new equipment's ability to detect height and width allows HCRMA to use this data to identify commercial vehicles (particularly 2-axle box trucks) and charge them a higher rate. This results in approximately 3 percent in additional revenue as estimated by C&M Associates.

Year	Forecast Revenue ($ Thousands)		
	Axle Based (Original)	Axle + Height (Proposed)	Additional Revenue
2026	$ 2,894	$ 2,989	$ 95
2027	$ 4,014	$ 4,160	$146
2028	$ 5,373	$ 5,522	$149
2029	$ 6,918	$ 7,108	$190
2030	$ 8,686	$ 8,946	$260
2031	$10,144	$10,436	$292
2032	$10,735	$11,061	$326
2033	$11,373	$11,691	$318
2034	$12,004	$12,359	$355
2035	$12,687	$13,049	$362
2036	$13,349	$13,734	$385
10 Year Total	**$98,177**	**$101, 055**	**$2,878**
% Increase		**3%**	

Conclusion:

This modified design results in an estimated net capital cost savings of $549,610 and additional revenue capture of $2.9M over 10 years. HCRMA staff recommend the Board approve the Change Order with SICE for $645,170. The infrastructure cost savings is being negotiated with the Civil Contractor.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

February 29, 2024

Salvador Castromil
Project Principal
SICE, Inc.
3610 Willowbend Blvd – Suite 1026
Houston, TX 77054

RE: HCRMA 365 Tollway, Change Order Acceptance for Monogantry & Classification System

Mr. Castromil,

The Hidalgo County Regional Mobility Authority (HCRMA) sincerely appreciates your cooperation in proposing the revised Mono Gantry Tolling Solution with improved vehicle classification based on height and width using Lidar. The HCRMA 365 Tollway Team has reviewed the submitted proposal and accepts the revised design and cost.

In summary, the scope of this proposed change order includes:

1. Change from a Dual Gantry RSS to a Mono gantry Design covering the following components.
    a. Mono gantry Design and Documentation
    b. Bracket Design
    c. The Additional Hardware required to implement a Mono gantry solution.
2. Large Truck Classification based on Height and Width using Lidar (SICK unit)
    d. Roadside System and Transactional Back Office System Software Changes to support the functionality.
    e. RSE and TBOS Software Changes

As part of this change order, SICE will be paid in the amount of **$645,171.17** for this Change Order in accordance with the payment schedule documented in the change order proposal. Please consider this letter a formal approval of your Change Order proposal titled MONOGANTRY & LARGE TRUCK CLASSIFICATION (365Toll-COR-000) V2. The HCRMA is eager to move forward with this solution and appreciates your efforts to develop a more efficient and featureful design.

If you should have any questions or require additional information, please feel free to contact me at 956-402-4762 or at prodriguez@hcrma.net.

Sincerely,
Hidalgo County Regional Mobility Authority

Pilar Rodriguez, PE
Executive Director
203 W Newcombe Avenue
PO Box 1766
Pharr, Texas 78577

Enclosure:
Change Order Proposal - MONOGANTRY & LARGE TRUCK CLASSIFICATION (365Toll-COR-000) V2

cc: Álvaro Rincon – SICE
Ramon Navarro, PE, Chief Construction Engineer – HCRMA
Celia Gaona, CIA, Chief Auditor/Compliance Officer – HCRMA
Jose Castillo, Chief Financial Officer – HCRMA
Sam Saldivar, PE, Project Manager – HDR
Andrew Cadmus, PE, Tolling Practice Lead – HDR
Navdeep Virk, PMP, Senior Tolling Project Manager - HDR

HCRMA-365 TCS

MONOGANTRY & LARGE TRUCK CLASSIFICATION

(365Toll-COR-000) V2

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3.1 ASSUMPTIONS USED IN THE DEVELOPMENT OF THE ECONOMIC PROPOSAL 4

3.2 SOLUTION DESIGN 4

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4 DELIVERY SCHEDULE 6

1 PURPOSE

The purpose of this document is to present a proposal for HCRMA as part of the 365 Tolling Project to design and install a monogantry tolling solution and to develop, test implement, operate and maintain a classification solution that allows the system to differentiate vehicles by height and width in addition to axle count in order to charge taller vehicles at a different rate.

2 MONOGANTRY TOLLING SOLUTION

2.1 ASSUMPTIONS USED IN THE DEVELOPMENT OF THE PROPOSAL

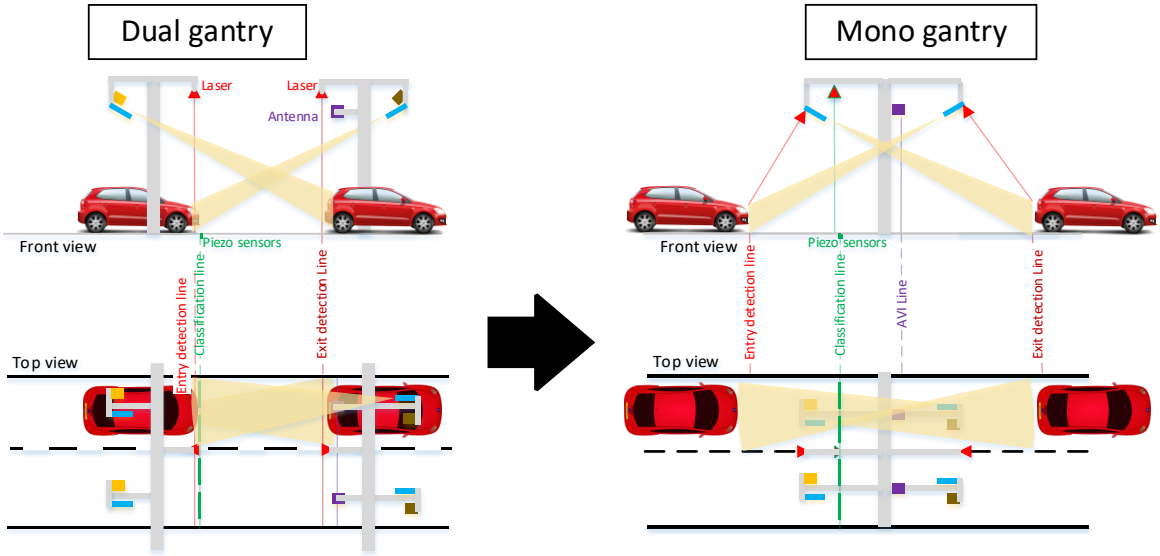
For developing the proposal, SICE has taken into account the following considerations:

1) Toll sites will be reduced from dual gantry to monogantry
2) Monogantry structure will be identical as previously design structures
3) Monogantry structure design and installation remains out of the scope of this change order
4) Project documentation will need to be updated with new design
5) The implementation of this proposal shall not cause any increment on the operation and maintenance rates. No other costs or change orders will be needed to incorporate these modifications into the project
6) The monogantry solution shall meet all SLA and KPI requirements as stated in the pertinent section of the RFP and contract documents.

2.2 SOLUTION DESIGN

The monogantry solution requires that the device brackets extend away from the structure to obtain the images in the correct angle. The vehicle classification requires a perpendicular-to-the-road laser installed over the piezo sensor in order to assign to each vehicle the correct number of axles.

The schematic below provides a comparison of what was proposed vs what is now the revised proposal from a Gantry Solution perspective



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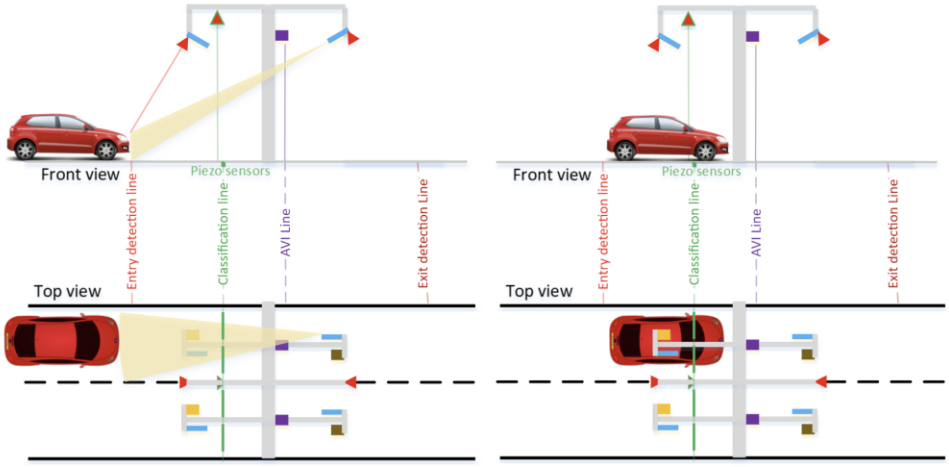
Entry events

- AVD: vehicle detection + LPIC trigger
- LPIC: front image capture

Classification

- AVC: vehicle classification
  - Axle count
  - Vehicle measurements

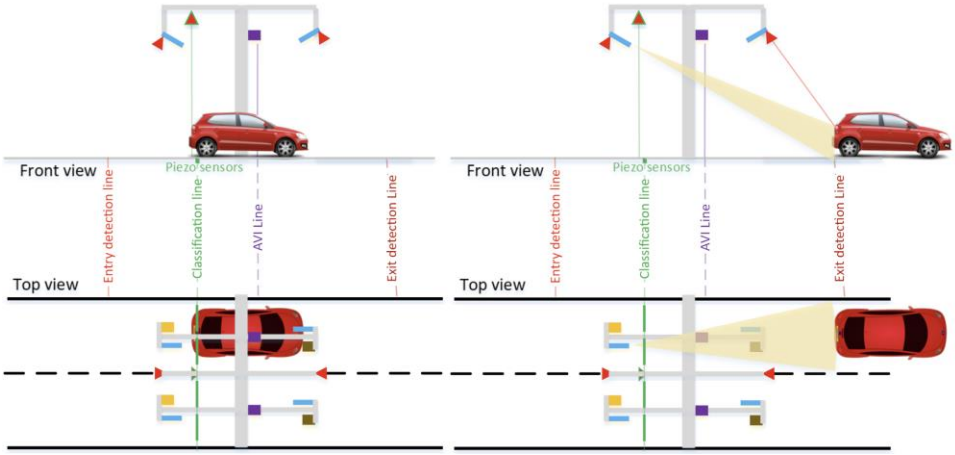


Tag Read

- AVI: transponder detection

Exit events

- AVD: vehicle detection + LPIC trigger
- LPIC: rear image capture



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2.3 SCHEDULE OF PAYMENT

The following table shows SICE proposal for the design, procurement, and installation of a monogantry tolling solution:

Economic Proposal				Sale prices	
ID	ITEM	Unit	Qtys.	Unit price	Item price total
Monogantry design and documentation review					
1	Monogantry design and documentation review	Hours	1	*$ 36,312.50*	*$ 36,312.50*
2	Bracket design (PE services)	Hours	1	*$ 18,666.67*	*$ 18,666.67*
3	Additional Hardware Required for Monogantry	LS	1	*$ 316,472.00*	*$ 316,472.00*

LS-> Lump Sum

Item 3 Additional hardware breakdown

		Additional Hardare		
#	Hardware Component	Add. Brackets (AVC laser)	Brackets modification (adapted for monogantry)	AVD lasers (1 per direction)
Hardware				
1	TP - MGT #1 (Lanes 2 - Shoulders 2) - HW Installation	2	26	2
2	TP - RGT #1 (Lanes 1 - Shoulders 1) - HW Installation	1	13	1
3	TP - RGT #2 (Lanes 1 - Shoulders 1) - HW Installation	1	13	1
4	TP - RGT #3 (Lanes 1 - Shoulders 1) - HW Installation	1	13	1
5	TP - MGT #2 (Lanes 4 - Shoulders 2) - HW Installation	2	38	2
6	TP - RGT #4 (Lanes 1 - Shoulders 1) - HW Installation	1	13	1
7	TP - RGT #5 (Lanes 1 - Shoulders 1) - HW Installation	1	13	1
8	TP - MGT #3 (Lanes 4 - Shoulders 2) - HW Installation	2	38	2
9	TP - MGT #4 (Lanes 4 - Shoulders 2) - HW Installation	2	38	2
	Count	**13**	**205**	**13**
	Price per item	$ 884.00	$ 884.00	$ 9,520.00
	Total price	$ 11,492.00	$ 181,220.00	$ 123,760.00

The total amount of this scope of works is **$371,451.17**

Payment for this work will be as follows:

- 25% on approval of this Change Order
- 60% on installation of the equipment on site
- 15% on SAT completion

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3 LARGE TRUCK CLASSIFICATION BASED OF VEHICLE HEIGHT & WIDTH

3.1 ASSUMPTIONS USED IN THE DEVELOPMENT OF THE PROPOSAL

For developing the proposal, SICE has taken into account the next considerations:

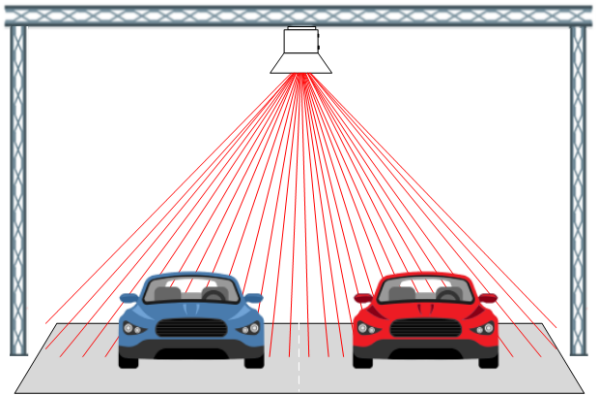
1) Solution will be incorporated into the monogantry design
2) Classification threshold will be provided by HCRMA. SICE will develop a translation table at RSE (Roadside Equipment) level to facilitate fine tuning of these thresholds if needed
3) Project documentation will need to be updated with new classification
4) The implementation of this proposal shall not cause any increment on the operation and maintenance rates. No other costs or change orders will be needed to incorporate these modifications into the project

3.2 SOLUTION DESIGN

The solution will require changes at RSE and TBOS (Transactional Back Office System) level. The RSE will obtain the approximated physical height and width of the vehicles and assign the appropriate vehicle class. An additional TBOS module will be deployed that generates and maintain historical information of all vehicles detected. This table will be used to analyze RSE information and, following the project business rules, to send the transaction to image review or to modify/complete RSE information.

RSE level:

The Lidar unit installed for classification purposed is able to provide reliable vehicle mapping for the vehicles travelling on the nearby lanes. This laser will be used to determine height and width measurements for all vehicles travelling on the tolling lanes.



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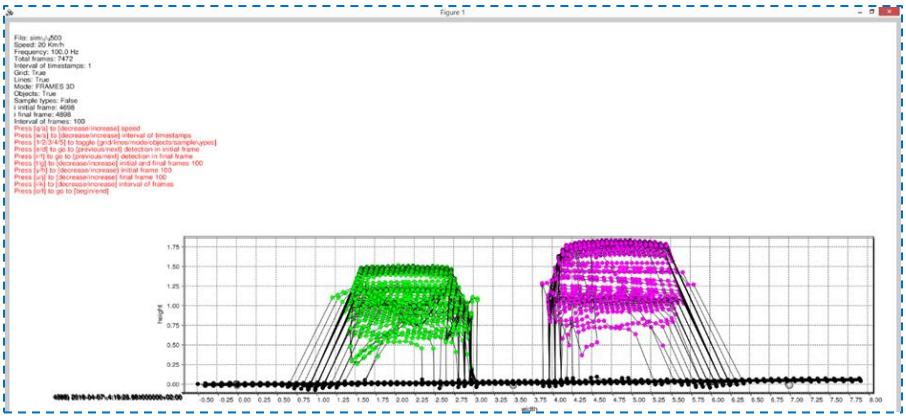
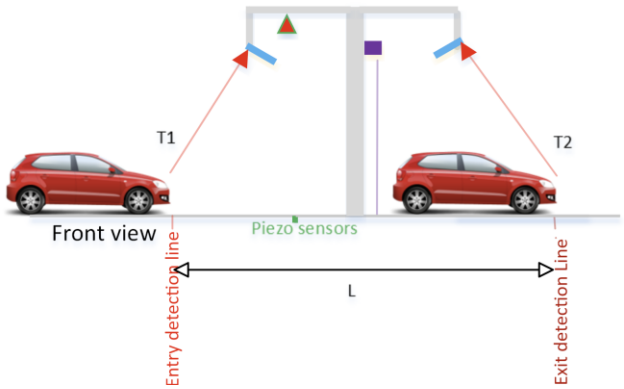


For sites with 2 lanes + shoulder (MTG#2, MTG#3, and MTG#4), measurement of vehicles travelling in the shoulder would have a lower reliability what could lead to a lower classification success rate. Please note that this refers only to the volumetric/large trucks classification performance. Axle-base classification performance on shoulders will not be affected on these sites.

For these sites, a second Lidar unit could be installed to improve large truck classification in shoulder. At the time of this proposal, HCRMA has decided not to proceed with these additional Lidar units laser but will reevaluate its necessity at a later stage, if required.

Information about vehicle speed and length will also be obtained. Vehicle speed is calculated using entry and exit laser detections as $L/(T2-T1)$. The accuracy of this calculation depends on the vehicle travelling at constant speed within the detection area. Speed values obtained will be less accurate if vehicle speed is not constant. The accuracy of the vehicle speed calculation will directly impact the vehicle length calculation accuracy as it is calculated using the time the vehicle was detected by the classification laser. Therefore, vehicle length will be recorded and part of the transaction record, but not used for volumetric classification purposes.



The accuracy of the new classification system at RSE level cannot be projected with high precision at this point and will be revisited as the project proceeds.

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TBOS level:

To support the new RSE classification system an additional TBOS module will be deployed. This module generates and maintains a historical table for all vehicles (LPNs) detected across the project.

- Table is created using RSE information and Image Review as well as any information provided on TVL from CBOS.
- New functionality that will be implemented:
  - Complete transaction data if LPN, Class, or TAG information is missing or not reliable
  - Send to Image Review first detection of new vehicles to validate RSE information
  - Modify transaction data if RSE information doesn't match with historical data
  - Send transaction to Image Review if RSE doesn't match historical data

The system business rules will be configured to validate the classification method, so the first transaction of each vehicle will be processed as image-based transaction, this way an operator will review and verify the vehicle class. This event will be registered in our historical tables for future reference and class validation.

3.3 SCHEDULE OF PAYMENT

The following table shows SICE proposal for the design, development, testing and deployment of the large commercial vehicle classification system at RSE and TBOS level.

Economic Proposal				Sale prices	
ID	**ITEM**	**Unit**	**Qtys.**	**Unit price**	**Item price total**
Large Truck Classification					
1	RSE and TBOS software changes to calculate and store vehicle measurements, and assign new classification type for large trucks using historical tables	LS	1	*$ 309,912.00*	*$ 309,912.00*
2	Special Discount	LS	1	*$ (36,192.00)*	*$ (36,192.00)*
	TOTAL	LS	1		*$ 273,720.00*

LS-> Lump Sum

Payment of this works will be as follows:

- 25% on approval of this Change Order
- 40% on completion of FAT
- 20% on completion of SAT
- 15% upon two months after go-live

4 DELIVERY SCHEDULE

This proposal assumes that the developments will be implemented together with the rest of the developments of the Project and therefore only minor adjustments are required to the overall project scheduled.

At the time of this proposal, it is expected that the implementation of this change order will affect the RSS and TBOS development cycle as well as the procurement for the first site installation. The scheduled dates for the formal execution of RSS FAT and TBOS FAT will be adjusted on the master project schedule.
No further master plan changes are expected and the RSS continuous deployment phase and TCS Go-Live date shouldn't be affected by this design change.
The master project schedule is currently under review, and it will be presented to HCRMA for its approval.

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-25

APPROVAL AND CONSIDERATION OF CONTRACT AMENDMENT NUMBER 3 (SUPPLEMENTAL) TO THE CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION, INC. TO CLARIFY THE PAYMENT SCHEDULE

THIS RESOLUTION is adopted this 23rd day of April, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, 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, the Authority published bid documents (including the "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, on November 22, 2022, the Authority approved Contract Amendment Number 2 to clarify the payment schedule with Pulice Construction Inc into Contract Amendment No. 2 (Supplemental); and

WHEREAS, the Board finds it necessary to revise the payment schedule with Pulice Construction Inc into Contract Amendment No. 3 (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. 3 (Supplemental) to the construction contract with Pulice Construction Inc. for the 365 Tollway Project to revise the payment schedule, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment No. 3 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 23rd day of April, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
365 TOLL PROJECT (Contract No. 0921-02-368)

CONTRACT SUPPLEMENTAL AGREEMENT NO. 3

This Contract Supplemental Agreement No. 3 is the third 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 "*Construction Contract Administration Manual, Chapter 11 Issues Affecting Payments*," dated August, 2021.

RECITALS

WHEREAS, on May 19, 2021, and on October 26, 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 four change orders;

WHEREAS, on August 23, 2022, the Authority approved Contract Supplemental No. 1 clarifying the timing for early pay applications and processing documents in order to issue timely payment to the Contractor each month for the 365 Tollway;

WHEREAS, on November 22, 2022, the Authority approved Contract Supplemental No. 2 outlining submission dates for payment in order to issue timely payment to the Contractor each month for the 365 Tollway;

WHEREAS, Contract Submittal No. 2 laid out a mid-month payment schedule which conflicts with the Authority's financial and audit reporting, accordingly the parties have agreed to restructuring the payment schedule as outlined herein (the "Payment Schedule");

WHEREAS, the Payment Schedule complies with 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; and

WHEREAS, the parties desire to further clarify the Contract through this supplemental agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the undersigned parties agree as follows:

AGREEMENT

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, including DBE involvement in the Contract as follows:

Milestone	Timing	Notes
Daily Activity Report	Daily	Verified for Progress Payment by Engineer
Weekly Submittals	Each Friday	Verified for Progress Payment by Engineer
Monthly Cut-Off for Progress Payments	The last day of each month	To include work through the last day of the month
Milestone Submission Date	The 5th day of the following month	Must include approval and signature from Contractor and Engineer for payment processing
Board Packet Cut-Off	Third Tuesday of each month	Note: This date may be moved up in November and December, when board meetings are typically held a week earlier. The Board does not generally meet in August.
Board Meeting	Fourth Tuesday	Exceptions: August, November and 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 end of the month, by the end of the following month. Contractor's failure to comply with the requirements of the schedule or the Contract will result in a payment delay.

[signatures follow]

IN WITNESS WHEREOF, the Parties have executed and attested this Supplemental Agreement No. 3 on this the 23rd day of April, 2024, by their officers thereunto duly authorized:

AUTHORITY
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

CONTRACTOR
PULICE CONSTRUCTION, INC.

By:_____

Name: _____

Title:_____

ACKNOWLEDGED BY SURETY

Signature: _____

Name: _____

Title: _____

Date: _____

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

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

THIS RESOLUTION is adopted this 28th day of May 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

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

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

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

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

Section 2. The Board approves award of a Professional Service Agreement to SWG Engineering LLC, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement upon review and approval of HCRMA Legal; and, final acceptance from SWG Engineering, LLC.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of May 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA) ("Owner")

and SWG ENGINEERING, LLC ("Engineer")

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

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

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

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

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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4.01 Termination

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

1. For cause,

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

b. By Engineer:

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

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

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

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

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

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

5.01 Controlling Law

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

6.01 Successors, Assigns, and Beneficiaries

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

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

7.01 General Considerations

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

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

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

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

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

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

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

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

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

8.01 Total Agreement

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

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9.01 Payment (Lump Sum Basis)

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

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

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

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

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

OWNER:	Hidalgo County Regional Mobility Authority	ENGINEER:	SWG Engineering, LLC
By:		By:	Randy Winston, P.E.
Title:		Title:	President
Date Signed:		Date Signed:	5/9/2024
		License No. and State	F-592 Texas
Address for giving notices:		Address for giving notices:	611 Bill Summers Intl Blvd. Weslaco, TX 78596

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ATTACHMENT “A”
SWG HOURLY RATES SCHEDULE
2024

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

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

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

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

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

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3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

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1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

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4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

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

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

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C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

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

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

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a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

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

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

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

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

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6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

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

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

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

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

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2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

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B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

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8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

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

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

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

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1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

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

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

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

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

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

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

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13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

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1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

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13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

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involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

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D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

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

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

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

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

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

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

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1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY BOARD
RESOLUTION No. 2024-27

CONSIDERATION AND APPROVAL OF CHANGE ORDERS NUMBER 6, 7, 8, 9, 10, 11, 12 AND 13 TO THAT CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION, INC. FOR THE 365 TOLLWAY.

THIS RESOLUTION is adopted this 9th day of July, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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., 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. I 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. I. 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 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. I to capture the risk allocations and make other Contract clarifications in support of VECP; and

WHEREAS on April 19, 2022 the Authority approved 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 hereto;

WHEREAS on November 4, 2021 Pulice Construction Inc, expressed concern on Engineer of Record's scour reports and calculated foundation loads. Upon discussions, data collection and research, November 16, 2022, the HCRMA requested HDR[GEC] provide investigative recommendation.

WHEREAS on December 7, 2022 HOR provided review and supporting documentation in upsizing particular bent foundations at PCI proposal and costs;

WHEREAS, on January 24, 2023 the Authority approved Resolution 2023-05, Change Order No 4 to the construction contract with Pulice Construction Inc. for the net cost increase of $171,516.59, by removal of 1,524LF of Drill Shaft (42") and introducing 48" drill shafts to incorporate detailed, finalized quantities and unit costs; and established State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract; and,

WHEREAS, on July 25, 2023 the HCRMA Board approved Resolution 2023-30, Change Order No 5 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, Change Order No. 5 proves a net cost increase of
$4,325,130.78 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of $286,220,445.32 with no additional time; and, incorporates 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;

WHEREAS, for Board's consideration and approval is Resolution 2024-27, authorization of Change Orders number six (6) through thirteen (13) to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project. The sum of Change Orders provides a net cost increase of **$622,839.77** to be fully paid by HCRMA [Owner] and establishes a new revised contract price of **$286,843,285.09** with no additional time; and, incorporates 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.

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 Orders No. 6 through No.13 (including Exhibits thereto) to the construction contract with Pulice Construction Inc. for the net cost increase of **$622,839.77**.

Section 3. Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of $265,931,713.90, and an overall contract amount of **$286,843,285.09**

Section 4. The contract price and savings established by the VECP process, as previously established, only applies Federal participation for items which were negotiated in accordance with Item 4 of the Standard Specification; and, TxDOT will only provide oversight for payment administered in accordance with Item 9 of the contract, otherwise costs shall be borne by HCRMA [owner].

Section 5. Upon final acceptance from FHWA/TxDOT and HCRMA's Legal review of final form; the Board hereby authorizes the Executive Director to execute the specific Change Orders.

*****

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 9th day of July, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

CHANGE ORDERS NUMBER

6 THROUGH 13

BETWEEN

PULICE CONSTRUCTION, INC.

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

CONSTRUCTION

OF

365 TOLLWAY PROJECT

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 6

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 876+20 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

(3A) TxDOT CONVENIENCE The scope of this change is to compensate the for changes related to Depot Road (southbound frontage road for SP115) which will remain in place at the directive of TxDOT. The existing SB frontage road (Depot) will be left in place in lieu of obliteration and cul-de-sac. As a result, the proposed levee will be reduced, guard rail and rail Ty T80PP will be added to protect columns. In addition, the TCP is revised to allow for the phased additional work.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: attachments

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: ($30,843.33)

For TxDOT use only:

Days participating: _____

Amount participating: _____

_____ _____
Signature Date

_____
Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV, Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 6

Estimated Cost: ($30,843.33)

CCSJ: 0921-02-368

Paid by Invoice? (☒ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
420-6066	CL C CONC (RAIL FOUNDATION)	CY	847.86	14.00	11,870.04	18.00	15,261.48	3,391.44
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	360.00	3,107.58	1,118,728.80	3,121.58	1,123,768.80	5,040.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	30.44	48,021.00	1,461,759.24	48,221.00	1,467,847.24	6,088.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-B	EA	1,958.82	73.00	142,993.86	75.00	146,911.50	3,917.64
540-6016	DOWNSTREAM ANCHOR TERMINAL	EA	1,334.12	67.00	89,386.04	69.00	92,054.28	2,668.24
544-6001	GRDRAIL END TRTMENT (INSTALL)	EA	2,964.70	76.00	225,317.20	77.00	228,281.90	2,964.70
450-6122	RAIL (TYT80PP)	LF	164.38	0.00	0.00	22.00	3,616.36	3,616.36
542-6002	RMV TERMINAL ANCHOR SECTION	EA	932.79	0.00	0.00	1.00	932.79	932.79
3541	COMPACT FILL	CY	7.13	624,333.00	4,451,494.29	622,958.00	4,441,690.54	- 9,803.75
0106-6002	OBLITERATING ABANDONED ROAD	SY	1.25	78,293.00	97,866.25	76,726.00	95,907.50	- 1,958.75
0530-6005	DRIVEWAYS(ACP)	SY	50.00	7,236.00	361,800.00	6,282.00	314,100.00	- 47,700.00
TOTALS					7,961,215.72		7,930,372.39	- 30,843.33

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued)

CCSJ: _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

DATE RECEIVED: 05/16/2023
DATE ACCEPTED: 05/24/2023
BY: Samuel Saldivar, Jr.

DATE: 5/15/2023 1:20:03 PM
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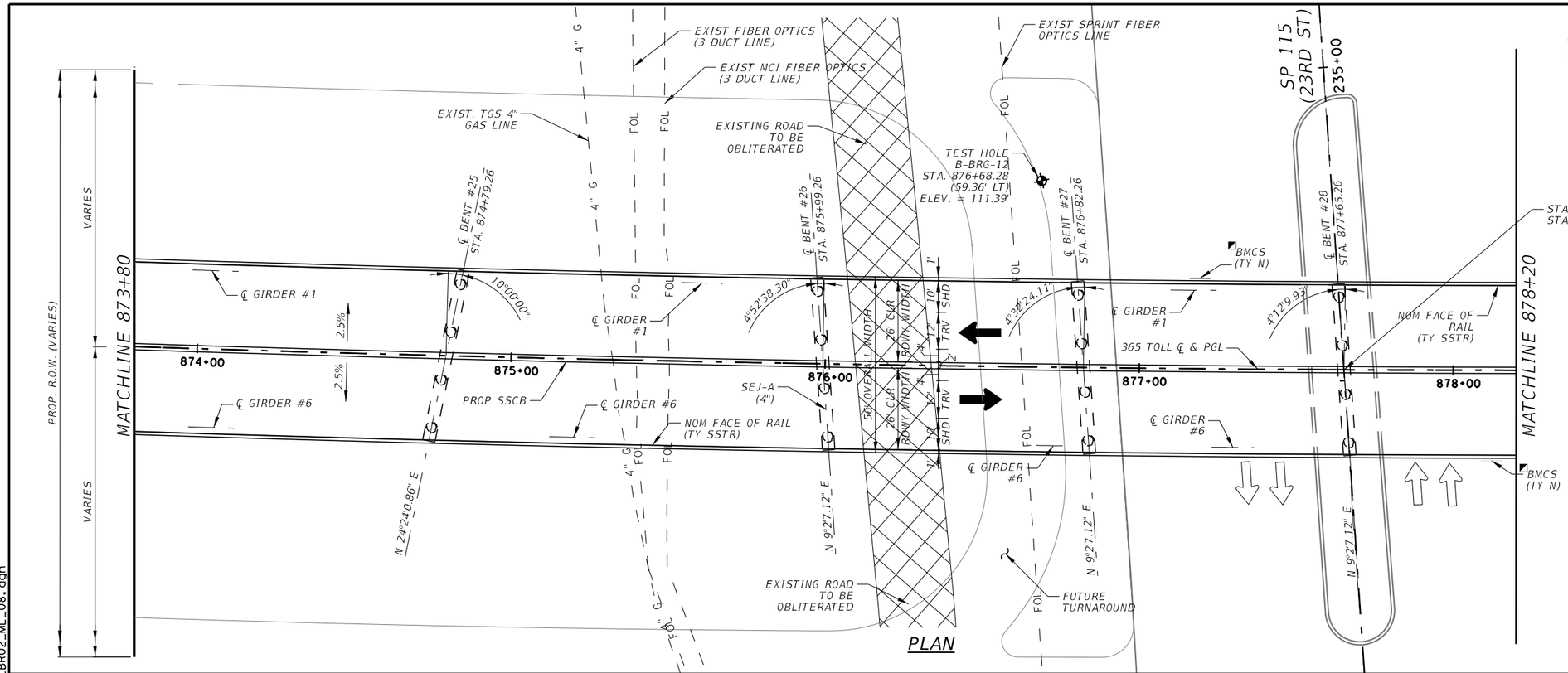


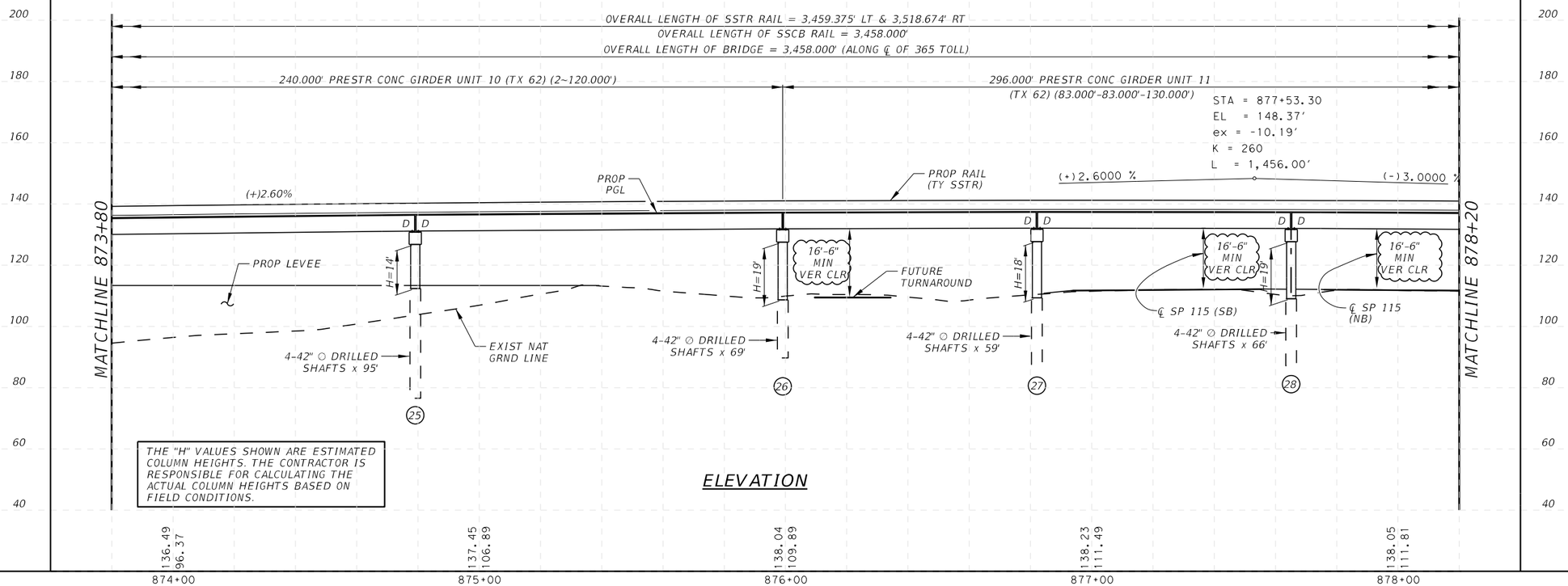
PLAN

GENERAL NOTES:

1. SIDE SLOT DRAINS ALONG THE SSTR RAIL (LT & RT) ARE NOT PROVIDED FOR SPANS 26 THRU 28.
2. ANY ULTIMATE ROADWAY ELEMENT SHOWN IS FOR INFORMATION ONLY.

365 TOLL HORIZONTAL CURVE CL-6	
PI STATION	= 866+04.42
DELTA	= 13° 23' 31.34"(LT)
DEGREE OF CURVE	= 0° 24' 22.87"
TANGENT	= 1,655.38
LENGTH	= 3,295.67
RADIUS	= 14,100.00
PC STATION	= 849+49.05
PT STATION	= 882+44.71
BACK BEARING	= S 65° 19' 05.35" E
AHEAD BEARING	= S 78° 42' 36.68" E

HL93 LOADING



THE "H" VALUES SHOWN ARE ESTIMATED COLUMN HEIGHTS. THE CONTRACTOR IS RESPONSIBLE FOR CALCULATING THE ACTUAL COLUMN HEIGHTS BASED ON FIELD CONDITIONS.

ELEVATION

R1 05/15/2023

STATE OF TEXAS
MANUEL A. CORREIA SANTOS
112763
LICENSED PROFESSIONAL ENGINEER
5/15/23

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2023 Texas Department of Transportation

OTHON ENGINEERING
FIRM REGISTRATION NO. F-1471

BRIDGE LAYOUT

365 TOLL FLOODWAY BRIDGE AT SP 115

HOR: 1" = 40'
VER: 1" = 40'

REV:	DATE:	BY:	CONT	SECT	JOB	HIGHWAY
0	07/06	MC				
1	05/15	MC	0921	02	368	365 TOLL
			DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		1274

BEGIN 23RD. BRIDGE STA. 236+35

EXIST. SOUTH FLOODWAY LEVEE

END 23RD. BRIDGE STA. 235+80

EXISTING ASPHALT ROAD TO REMAIN

EXIST. SPUR 115 (23rd ST.)

PROP. R.O.W.

FOR DETAILS & QUANTITIES REFER TO CIVIL IMPROVEMENTS

Levee R/W Tr. 3A8 File No, 20555-M-1198-H 7.25 Acres

END BRIDGE STA. 878+95.26

PROP. FRTG RD PGL

PROP.2' MOW STRIP (APPROX.23 CY)

365 TOLL WB FRONTAGE RD.

PROP. CONC. CURB TY. IIa (APPROX. 20 LF)

PROP. RET. WALL #4

PROP. 750' MBGF W/CONC. RIPRAP MOW STRIP (APPROX. 35 CY)

PROP. MBGF TRANSITION (THRIE BEAM)

PROP. 4' CONC. RIPRAP FLUME (RR9) (APPROX. 3 CY)

PROP. CONC. RIPRAP (4") (APPROX. 233 CY)

PROP. EMBANKMENT TOE

PC 40884+41.51

PROP. DRAINAGE STRUCTURE (SEE U&D'S FOR DETAILS)

TRANSITION FROM PROP. 43' (LT.) RDWY TO PROP. 60.55' (LT.) RDWY

310.28'

MATCHLINE STA. 876+00

MATCHLINE STA. 886+00

10' SHLDR. 12' 10' 12' 10' SHLDR.

PROP. 365 TOLL ℄ PGL

365 TOLL WB MAINLANES

PT 882+41.71

PROP. CTB

S 78° 42' 36.68" E

40885+00

880+00

365 TOLL EB MAINLANES

885+00

PROP. 85.64' RDWY

PROP. 376' R.O.W.

189'

187'

PROP. RET. WALL #3

PROP. EMBANKMENT TOE

PROP. SSCB (SEE BRIDGE LAYOUTS FOR PAYMENT)

PROP. MBGF TRANSITION (THRIE BEAM)

PROP. CONC. RIPRAP (4") (APPROX. 304 CY)

PROP. RET. WALL #5

PC 30884+41.63

PROP. CONC. CURB TY. IIa (APPROX. 20 LF)

365 TOLL EB FRONTAGE RD.

PROP. 1025' MBGF W/CONC. RIPRAP MOW STRIP (APPROX. 55 CY)

PROP. 4' CONC. RIPRAP FLUME (RR9) (APPROX. 3 CY)

ASPHALT ROAD

PROP, EB FRTG RD PGL

PROP.2' MOW STRIP (APPROX.26 CY)

BEGIN RDWY TRANSITION STA. 880+22.69 (27', RT.) (27', LT.)

300.47'

END RDWY TRANSITION STA. 883+23.16 (27', RT.) (39.20', LT.)

BEGIN RDWY TRANSITION STA. 883+89.72 (27', RT.)

PC 30884+41.63

PROP. DRAINAGE STRUCTURE (SEE U&D'S FOR DETAILS)

784.11'

TRANSITION FROM PROP. 54' RDWY TO PROP. 66.20' RDWY

PROP. R.O.W.

TRANSITION FROM PROP. 27' (RT.) RDWY TO PROP. 80.82' (RT.) RDWY

REVISED 04-19-23

SHEET SWYARY

ITEM	DESCRIPTIOtt	UNIT	QUANTITY
432	RIPRAP (MOW STRIP) (4")	CY	139
432	CONC. RIPRAP (4")	CY	537
432	CONC. RIPRAP FLUME	CY	6
514	PERM CTB (SGL SLOPE) (TY 1) (48)	LF	705
529	CONC. CURB TY. IIa	LF	40
540	MBGF	LF	1775
540	MBGF (THRIE-BEAM)	EA	2

LEGEMD1

- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURNOUT TABLE FOR DIMENSIONS, RADIUS & QUANTITIES)
- PROPOSED PLANING (0-1½")
- PROPOSED WIDENING & OVERLAY
- OBLITERATE EXIST ROAD
- PROPOSED CONC. RIPRAP
- EXISTING ARCHAEOLOGICAL SITE
- PROPOSED R.O.W.
- EXISTING R.O.W.
- PROPOSED CURB RAMPS (TY I)
- FLOW DIRECTION
- TRAFFIC FLOW DIRECTION

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.
2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET, ELEV. ETC.
3. SEE SUPERELEVATION TABLE FOR TRANSITIONS AND SUPERELEVATIONS LIMITS.
4. SEE U & D's AND HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES, AND ANY UTILITIES INFORMATION.
5. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
6. CONTRACTOR SHOULD BE CAUTIOUS AS TO NOT DISTURB ARCHEOLOGICAL SITE AREAS.
7. SEE REMOVAL SHEETS FOR ITEM TO BE REMOVED.
8. SEE CULVERT LAYOUTS FOR DRAINAGE STRUCTURE DETAILS.
9. SEE IRRIGATION LAYOUT SHEETS FOR DETAILS.
10. FOR DETAILS & QUANTITIES REFER TO TRAFFIC MANAGEMENT SYSTEM (TMS) SHEETS.

EXIST. & PROP. CENTERLINE

PROP. FLOODWAY BRIDGE PGL ELEV.

END FLOODWAY BRIDGE STA. 878+95.26

NOTE: (X) DENOTES FLOODWAY BRIDGE BENT #'S

EXIST. SP 115 (23RD ST) ℄ STA. 877+65.22

PROP. PGL ELEV.

VPT 885+15.22 EL. = 125.52

23'-0" VC

PROP. WIDTH RDWY (SEE WIDTH RDWY TABLE)

PROPOSED-WIDE DRAIN-AREA-

140 135 130 125 120 115 110 105 100

880+00 885+00

STATE OF TEXAS — SAMUEL SALDIVAR, JR. — 92638 — LICENSED PROFESSIONAL ENGINEER — 09-15-2023

HCRMA — HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Deporlmed of ffansportotlon

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

365 TOLL MAINLANES PLAN AND PROFILE

STA. 876+00 TO STA. 886+00

DIST	COUNTY	SHEETNO.
PHR	HIDALGO	441

SHEET 2

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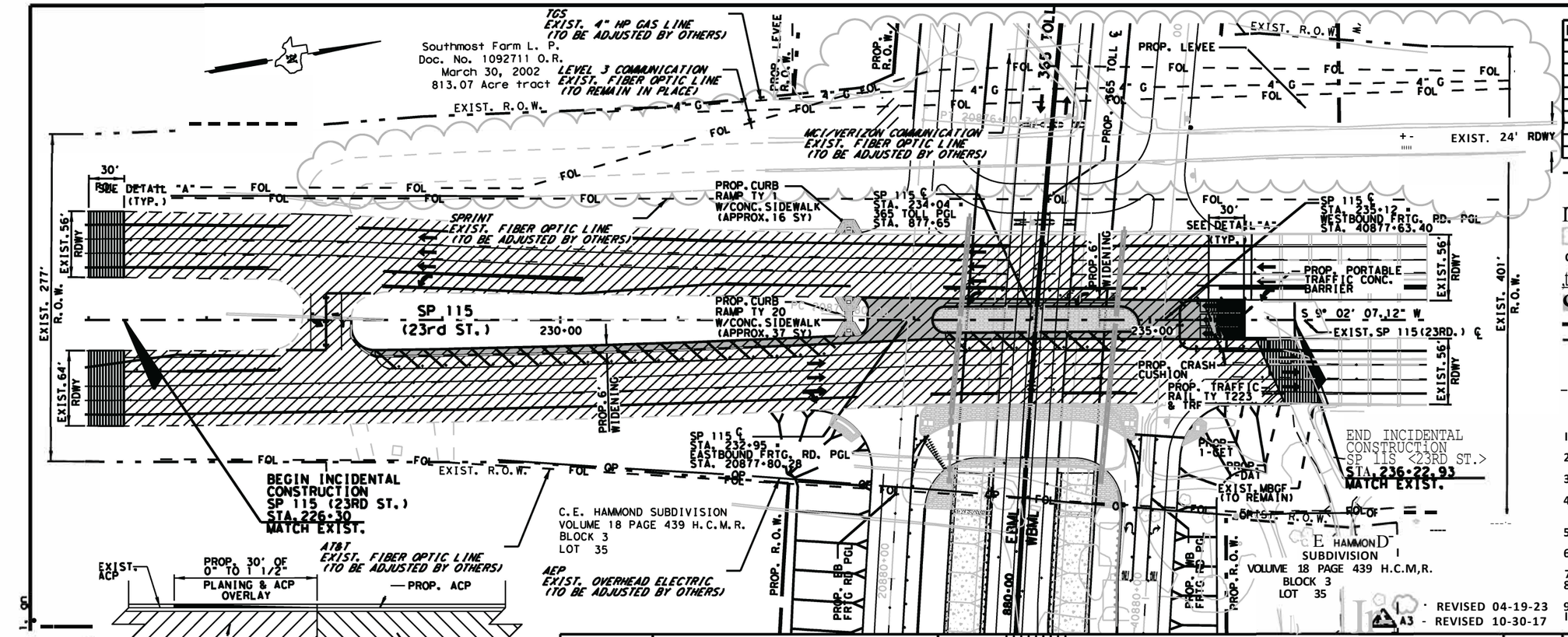


SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
354	PLANE ACP(0" TO 1 ½")	SY	777
420	CL C CONC(RAIL FOUNDATION)	CY	7
450	RAIL (TY T223)	LF	45
512	PORT CTB(FUR & INST)	LF	32
531	CURB RAMP (TY 1)	EA	1
531	CURB RAMP (TY 20)	EA	1
531	CONC. SIDEWALK (4")	SY	53
545	CRASH CUSH ATTEN(INSTL)	EA	3
540	MBGF (DAT)	EA	1
544	MBGF (GET)	EA	1

LEGEND

PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURNOUT TABLE FOR DIMENSIONS, RADIUS I QUANTITIES)

PROPOSED PLANING 10-11/2" 1

PROPOSED OVERLAY

OBLITERATE EXIST ROAD

PROPOSED CONC. RIPRAP

PROPOSED WIDENING A

PROPOSED R.O.W.

EXISTING R.O.W.

PROPOSED CURB RPS (TY 11

FLOW DIRECTION

TRAFFIC FLOW DIRECTION

1. SEE ALIGNMENT DATA SHEET FOR PROP. I EXIST. CENTERLINE DATA.
2. SEE SURVEY DATA SHEET FOR BM STATIONS, OFFSET ELEV. ETC.
3. SEE SUPERELEVATION TABLE FOR TRANSITIONS AND SUPERELEVATIONS LIMITS.
4. SEE U I D's AND HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES, AND ANY UTILITIES INFORMATION.
5. FOR OTHER UITCH GRADES SEE DITCH PROFILE SHEETS.
6. CONTRACTOR SHOULD BE CAUTIOUS AS TO NOT DISTURB ARCHEOLOGICAL SITE AREAS.
7. SEE REMOVAL SHEETS FOR ITEM TO BE REMOVED.
8. SEE CULVERT LAYOUTS FOR DRAINAGE STRUCTURE DETAILS
9. SEE IRRIGATION LAYOUT SHEETS FOR DETAILS.
10. FOR DETAILS I QUANTITIES REFER TO TRAFFIC MANAGEMENT SYSTEM ITMS) SHEETS.

A2 - REVISED 04-19-23
A3 - REVISED 10-30-17

STATE OF TEXAS
SAMUEL SALDIVAR, JR.
92638
LICENSED PROFESSIONAL ENGINEER
09-15-2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392

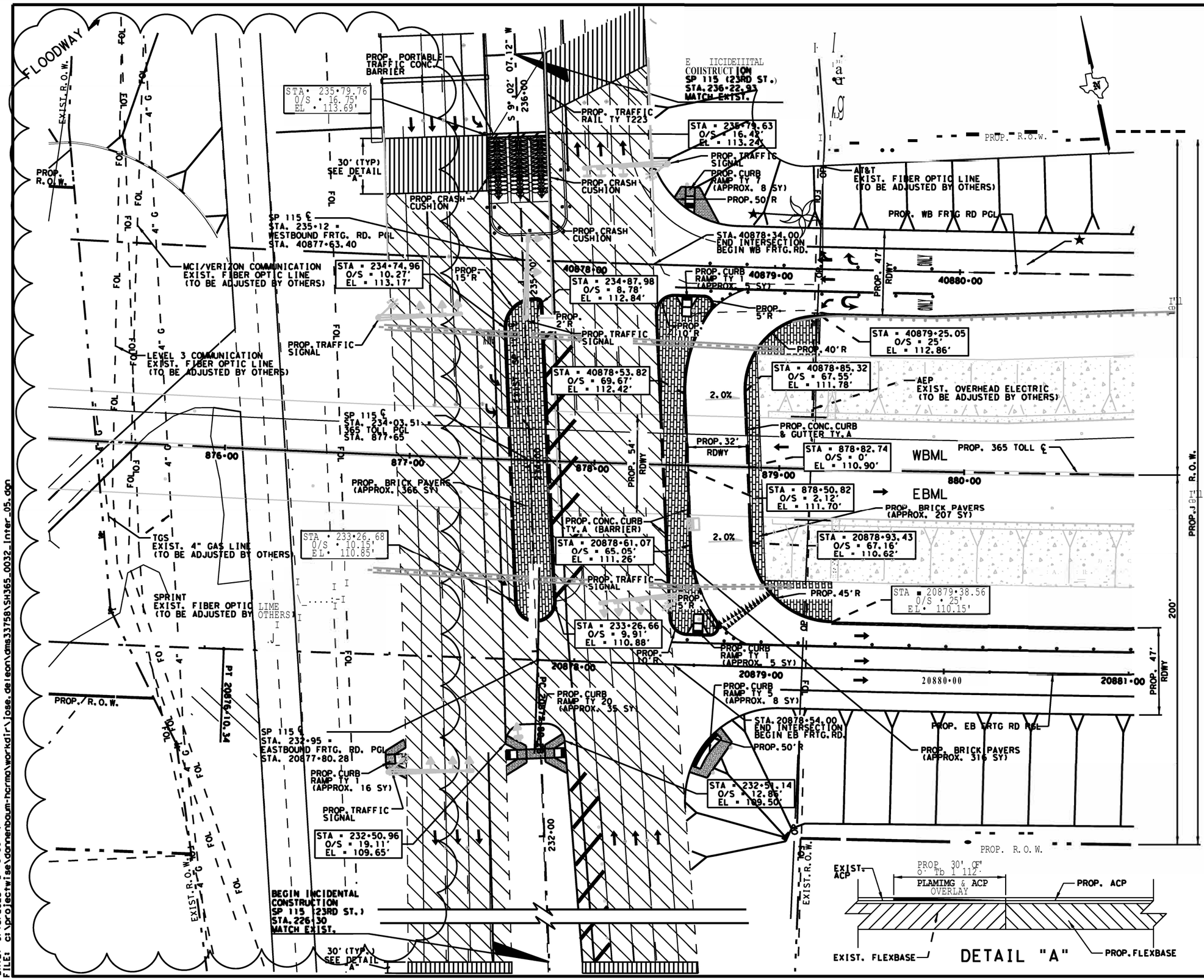
L&G Engineering
Highway/ Civil
Structural/ Bridge
Environmental
Firm No.; F-4105
Phone:(956)565-9813
Fax :(956)565-9018
9005.StewartRd.,Ste.10
Mission,TX.78372
Phone:(956)585-1909
Fax :(956)585-1927

SP 115 (23RD ST.)
PLAN AND PROFILE
STA.238+00 TO STA.248+00

SCALE:
HOR 1"= 100'
VER= I., IO'

SHEET 1 OF I

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
HDALG			592



LEGENDa

- ROAD TO BE OBLITERATED
- K:>00 SALVAGE EXIST. ROADWAY
- PROPOSED WIDEMIMG & OVERLAY
- PROP. PLAMIMG (0·11/2">
- PROP. COLLAR ITO BE SUBSIDIARY TO BID ITEMS>
- ® TO BE REUOVED UMDER ITEM 496
- TO BE REUOVED UMDER ITEM 100 "PREP. ROW"
- SEE TURMOUT/DRIVEWAY TABLE F'OR PAYMEMT.
- SEE P&P SHEETS F'OR PAYMEMT
- DITCH

UTILITIES LECENO

IIEP	.IIERIC.IN ELECTRIC PrJIE'R
IITaT	.IIERICIIN TELEP/OE & TELECRIIPH
TGS	TE,I'TIS IiIIS SERYICE

O REVISED 04·19·23

STATE OF TEXAS
SAMUEL SALDIVAR, JR.
92638
LICENSED PROFESSIONAL ENGINEER
09-15-2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

--,rexos Department of Transportallon

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

L & G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
9005 St.wortRd.,Ste.10 Mi•lon, TX78572 Phone(956)585-1909 fax :(956)585-1927

365 TOLL INTERSECTION LAYOUT AT SP 115 (23RD ST.>

SCALE· I" = 50' SHEET S CF' 13

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		607

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PROP. R.O.W.

TEST HOLE B-BRG-10 STA 872+40.32' RT.

365 TOLL WB MAINLANES

PROP. 365 TOLL C L

365 TOLL EB MAINLANES

875-00

TEST HOLE B-BRG-11 STA.873+66.40'RT.

MEA TO ■ FILLED

PROP. R.O.W.

TEST HOLE B-BRG-14 STA.871+60.40'RT.

15' WF&

PROP. VEGE ... FREE ZONE

BEGIN PROP. LEVEE
IAL IGtfolEttT • LEYEE2-RSJ
STA.872+74.-
MATCH EXIST SERVICE ROAD

TEST HOLE B-BRG-12 STA.876+65.60'RT.

877-90

235-00

EXISTING SOUTH FLOODWAY LEVEE (TO REMAIN)

PROP. EMBANKMENT COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY (SEE LEVEE P&P SHEET 9 OF 17 FOR QUANTITIES)

WBFR

STA.881+05.61'RT.

TEST HOLE B-BRG-13 STA.879+60.

880-00

PT 882+44

TEST HOLE RET-02 STA.881+75.86'RT.

PROP. OAT@ (SEE HEAVY DUTY YEHICILM GATE STMOIRO M E T FOR DETAI S,

E8FR

SPECIAL tlOTEa

THE COITMCTIIR SHALL COITIICT MG COOROIIIATE WITH AOJIICEtIT PROPERTY CNIER PRIOR TO LEVEE COttST!IirTIOtt.

Jilleff NWLIIC
NWLIIC FMMS. !ICkIT T
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414-1331

PIII'ILE_NP'Ea_

,_.._ TOP OF LEVEE ELEYATIHttS CTOLEt TAICE ItttO M:eouttT THE ttECESSMY FREEBOMO ABOVE THE ,_.._ DESIOtt STORM WSE AS IIELL AS SETTLEMEttT AS OUI' IttED Itt THE EtGIttEER'S GEOTEOCIAL g'PQRTo '"Qeowchn1cel 1-ucae\lan tCIO SH 36D / ojeCIt. 1Me1n Floodweo,i ••d!Je & L-I H1del„ao Coun'-11, T. . . . .'1Seelv 2114)

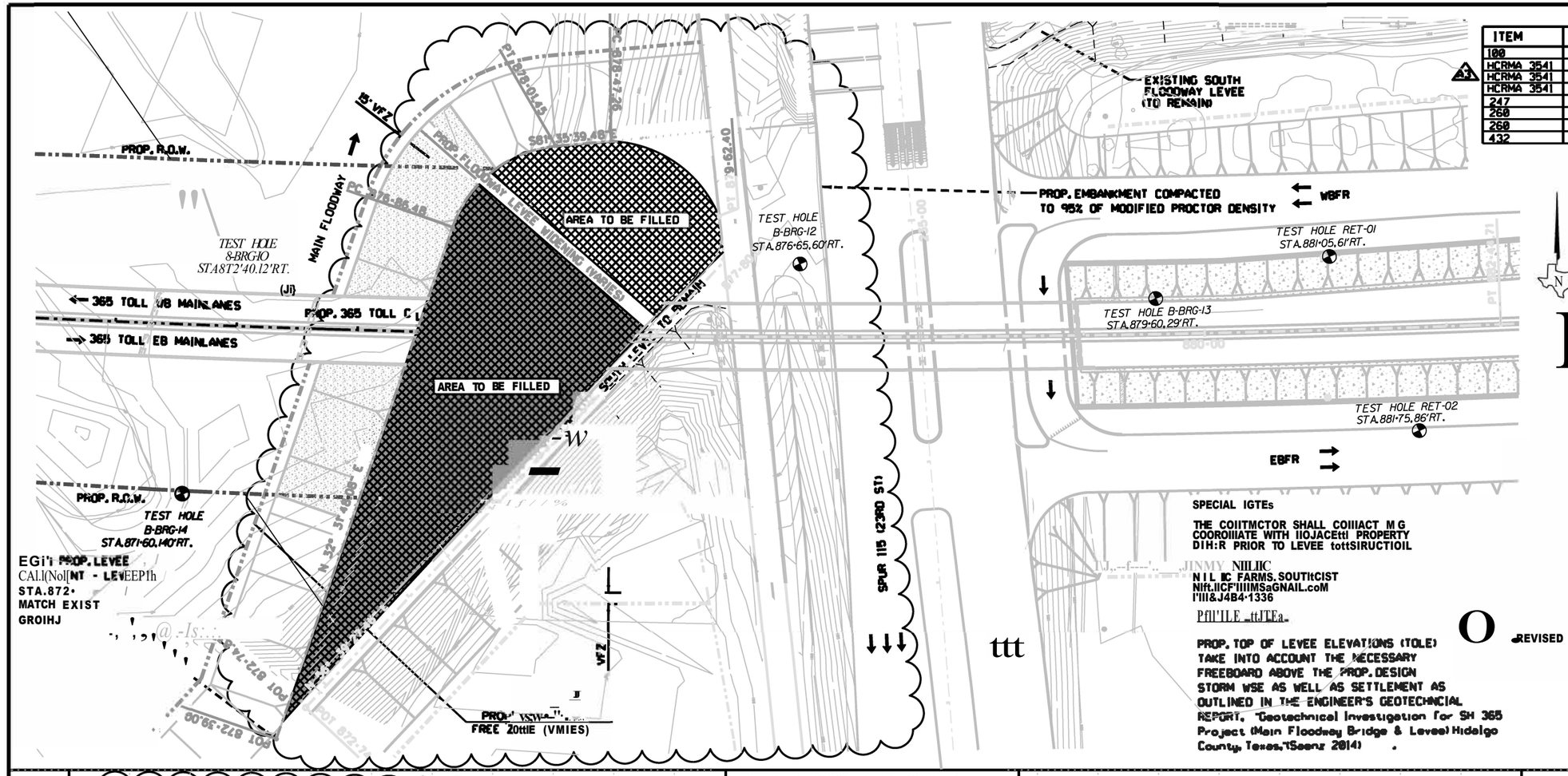
ITEM	DESCRIPTION	UNIT	QUANTITY
100	PREP R.O.W.	STA	6.25
HCRMA 3541	FURNISH & PLACING TOPSOIL (6")	CY	810
247	FL BS (TY E OR 4INFNAL POS%6")	CY	195
260	LIME TRT (EXIST MAT'L) (6")	SY	5,147
260	LIME (HYD.COM.OR OK (SLURRY))	TON	25
HCRMA 9878	HEAVY DUTY YEHICULAR GATE	EA	1

LEOENDs

,,,

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
100	PREP R.O.W.	STA	7.78
HCRMA 3541	LEVEE ENBANKMENT CLAY LINER	CY	42,894
HCRMA 3541	LEVEE EXCAV.(EXIST.6'NATURAL GRD.)	CY	3,213
HCRMA 3541	FURNISH & PLACING TOPSOIL(6")	CY	2,800
247	FL BS (TY E GR 4)FINAL POS)(6")	CY	1,008
260	LIME TRT (EXIST MATL) (6")	SY	20,871
260	LIME (HYD. COM. OR OK (SLURRY))	TON	100
432	CONC.RIPRAP (4")	CY	273



LEGEtO

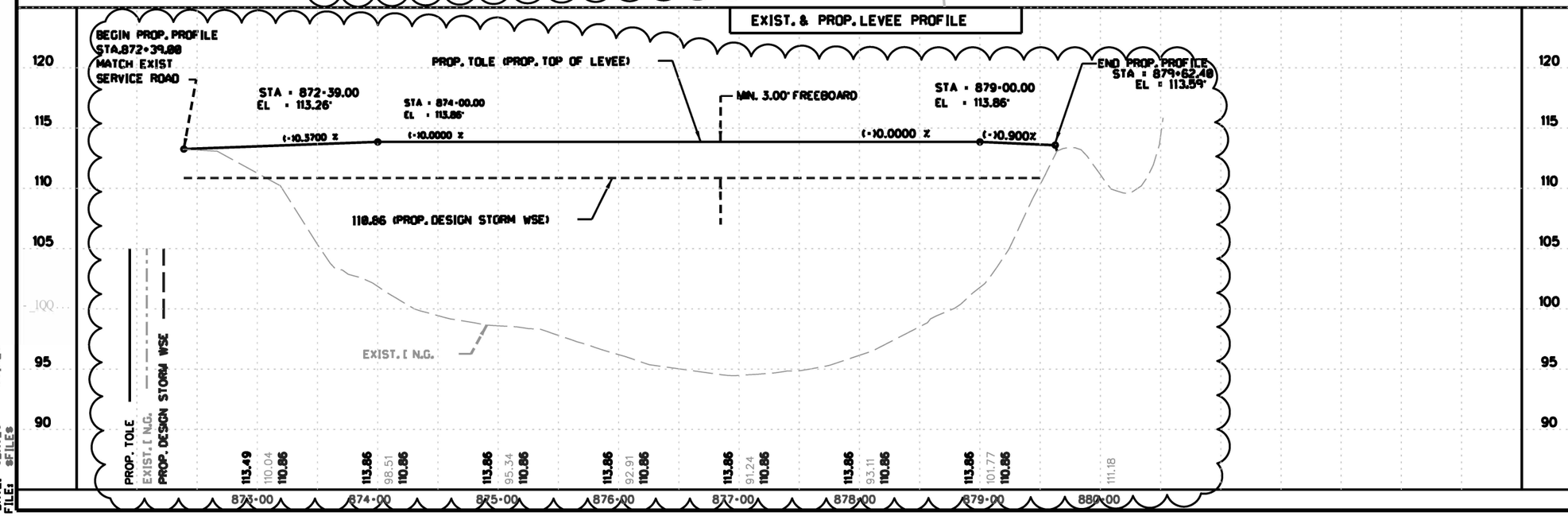
f7777777JPIU', IJIIVEWAY IJI TIJIIOIT ISEE IJIIVEWAYTIJIIOIT
rLLLLLLLI TABLE FIii OIKIISIIIJIS, IIAORUS I WIIITITIESI
PROPOSED CIK.RIPRAP
081.ITERATE EXIST ROAD
AREA TO BE FILLED
EXISTING ARCI£OLOIIICAL SI TE
PROPOSED R,O.W,
EXISTING R.O,W,
FLOW DIRECTIOII
TRAFFIC FLOW DIRECTIOII
TOLE TOP OF LEVEE ELEVATIOII
WSE WATER S ACE ELEVATIOII
VFZ VEIIETAIIOII FREE ZOIE

Im£SI

I, REFER TO HYDROLOGY AIII HYDRAULIC REPORT AII) FLOODPLAIII AIIALYSIS FOR IBWC FLOODWAY-CTYIER 28141 FOR AOOITIOIIAL HYORAII.IC 11i'ORMATIOII,
2, SEE LEVEE AL IIIN4ENT DATA SHEET FOR PROPOSED CENTERLIIE DATA,
3. SEE SUIVEY DATA St£ET FOR BM STATIONS, OFFSET, ELEV, ETC,
4, SEE "11EMOVAL St£ETS" FOR ITEM TO BE REMOVED.
5. SEE CII. VERT LAYIIJTS FOR DRAINAGE STRUCTIff: DETAILS,
6. SEE u&D St£ETS & HYORAIILIC DATA St£ETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTIff:,
7, FOR OTIER DITCH GRADES SEE DITCH PROFILE St£ETS,
B. SEE IRIIIIATIOII LAYIIJT SHEETS FOR DETAILS.
't SEE SWJP St£ETS FOR WETLAIIDS AIII ARCI£OLOOICAL AREA5.
I8.COIIITRACTOR SHIIJLD BE CAUTIII.IS AS TO IIOT DISTIJIB ARCI£OLOIIICAL SI TE AREA5.
II,SEE SUPERELEVATIOII TABLE FOR TRANSITIONS AIII SUPERELEVATIONS LIMITS

REVISED ... ,q.23 A A3 • REVISED 11·31·17

EXIST. & PROP. LEVEE PROFILE



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SAMUEL SALOIYM. JR. 92638 LICENSED PROFESSIONAL ENGINEER 09-15-2023

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_Ifexos Deportment of Transportation

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

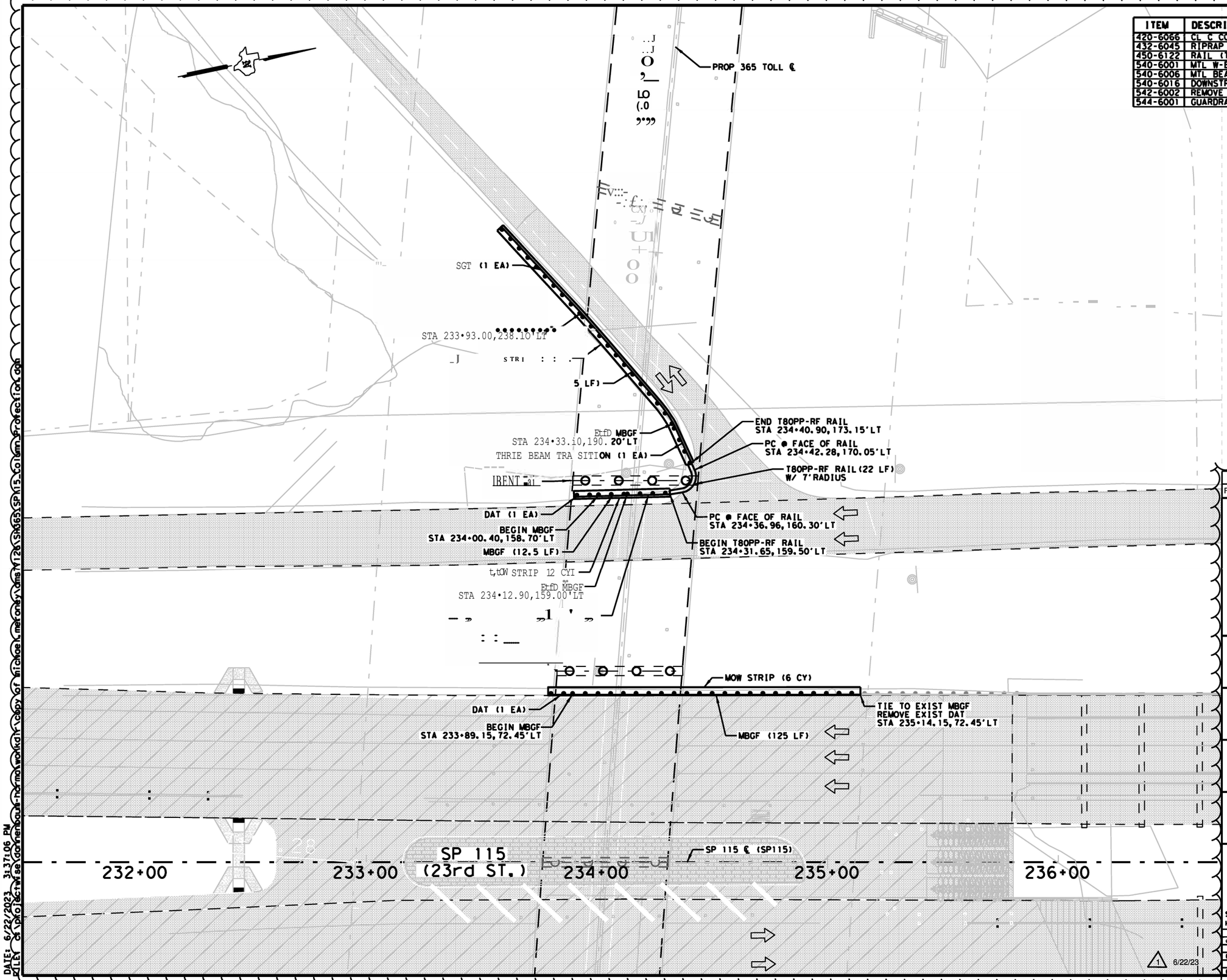
L & G Engineering
Structural/ Bridge
Environmental
Firm No.: F-4105
9005.StewutRd.,Ste.10
Mi. Jon,TX.78571
Phone:(956)585-1909
Fax (956)565-1927

365 TOLL - LEVEE PLAN AND PROFILE STA.872+39 TO STA.880+17.21 (ALIGNMENT - LEVEE-4)

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

SHEET q OF 17

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		705



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
420-6066	CL C CONC (RAIL FOUNDATION)	CY	4.00
432-6045	RIPRAP (MOW STRIP) (4 IN)	CY	14.00
450-6122	RAIL (TY T80PP)	LF	22.00
540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	200.00
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	2.00
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	2.00
542-6002	REMOVE TERMINAL ANCHOR SECTION	EA	1.00
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EA	1.00

tmilf

1. SEE ALIGtfMEtfT DATA SHEET FOR PROP. & EXIST. CEtfTERLItfE DATA.
2. SEE SURVEY DATA SHEET FOR BM STATIOtfS, OFFSET, ELEV. ETC.
3. SEE TxDOT STAtfDARD TBOPP-RF: 'TRAFFIC RAIL AtfD TRAFFIC RAIL FOl.t.lDATIOtf"

REV	DATE	DESCRIPTION	APPROVED
1	6/22/23	NEW SHEET	MS

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
6/22/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Oeftortmett d 7ltansportotion

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018
1005 Stewart Rd, Ste 10
Mission, TX. 78571
Phone: (956) 585-1799
Fax : (956) 585-1927

SH 365

COLUMN PROTECTION DETAILS
BENTS •26 AND •27

SCALE:
HOR: 1"= 40'

I OF I

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

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SHEET SUMMARY

ITEW	DESCRIPTIOtil	IItil	TITY

FCII COIIIUC:ICIRI IW«-1111111 CIILY

LEED 1

0 REMOVE UNDER PREP R.O.W. !ITEM 1001
0 REMOVE CONC <ITEM 1041
@ REMOVE STR IITEM 4961
© REMOVE MBGF <ITEM 5421
© REMOVE CHAIN LINK FENCE IITEM 5501
© REMOVE GATE <ITEM 5501
0 REMOVE POST AND CABLE FENCE (ITEM 7721
@ OBLITERATED ROAD <ITEM 1061
@ REMOVE STRUCTURE BY OTHERS
@ TRANSPLANT IPALM TREE> IITEM 10121
@ REMOVE IRR. WELL <ITEM 1031
FLOW DIRECT ION

ttOTE1

1. ALL WALL SIGltS TO IE REMOVED, SEE SIGltlttG SHEETS rOR DETAILS.
2. EXISTUtG LEVEE ttOT TO IE REYl>YED UfilTIL NEe LEVEE RELOCATION IS CCIY'LETED AND APPROVED BY IBIC,

O REVISED 04·19·23

STATE OF TEXAS
SAMUEL SALDIVAR, JR.
92638
LICENSED
PROFESSIONAL ENGINEER
09-15-2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

--,rexos Department of Transportallon

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

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Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL
REMOVAL LAYOUT
STA. 856•00 TO STA. 876•00

SCALE1 1"•100' SHEET 18 OF 56

DN:	CONT	SECT	JOB	HIGHWAY
CKDN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CKDW:	PHR	HIDALGO		380
TR:				
CKTR:				

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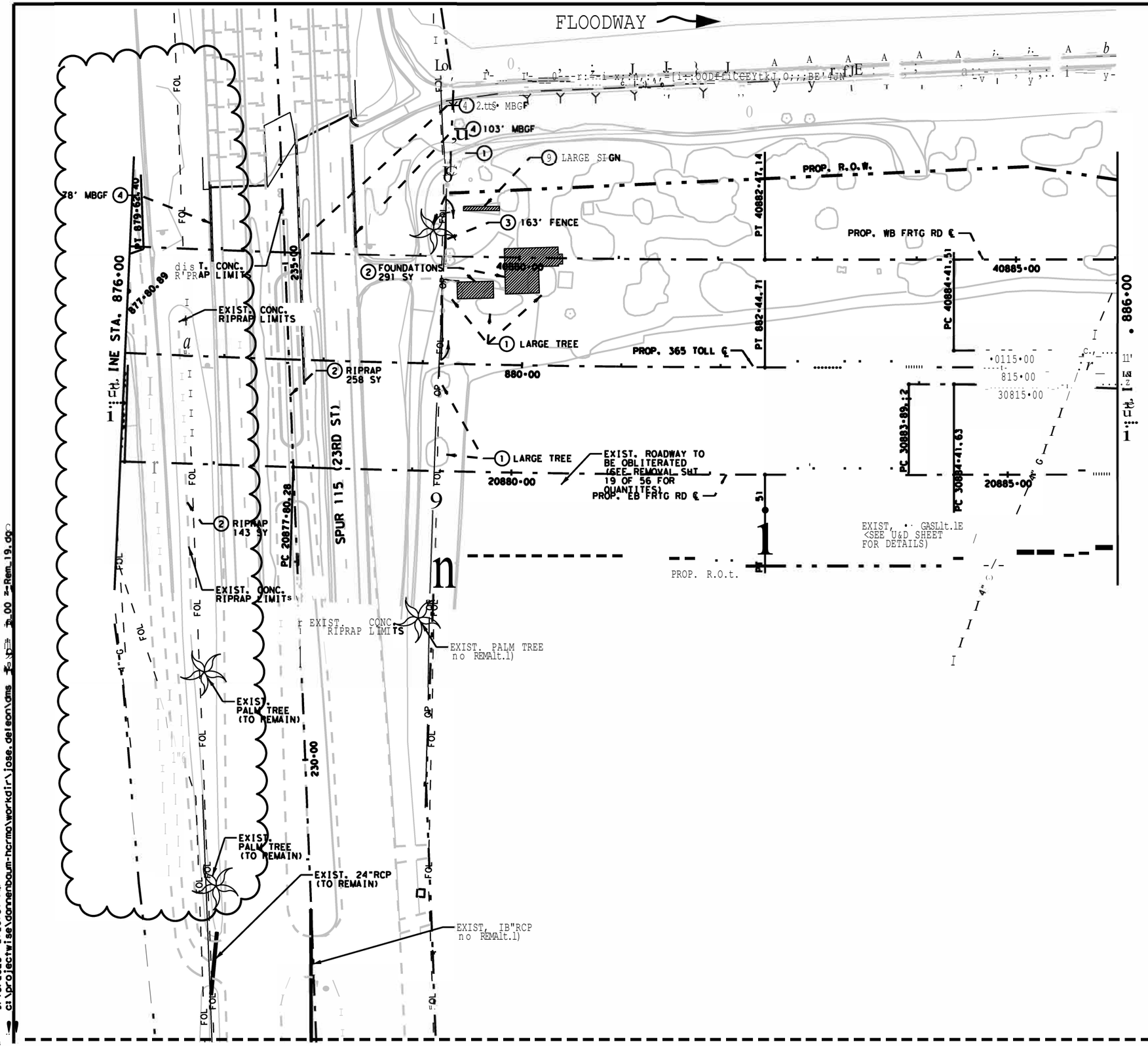

SHEET SUMMARY

ITEW	DESCRIPTIOtil	Iltil	TITY
104	REMC.ING C... IF"...AT"...	SY	291
104	REMC.ING ... IRIPRAPI	SY	401
4 H	REMC.STR 1... L F...I	IF	161
"4'	REMC.ING ...	IF	2

FCII COIIIUC:ICIRI IW«-111011 0IILY

LE E 12 1

1 REMOVE Ut.lDER PREP R.o.w. <ITEM 1001
0 REMOVE COt.lC <ITEM 1041
@ REMOVE STR !ITEM 4961
© REMOVE MBGF <ITEM 5421
© REMOVE CHAlt.l Llt.lK FEt.lCE !ITEM 5501
© REMOVE GATE <ITEM 5501
0 REMOVE POST At.ID CABLE FENCE !ITEM 7721
@ OBLITERATED ROAD !ITEM 1061
@ REMOVE STRUCTURE BY OTHERS
@ TRAt.lSPLAt.lT !PALM TREE> !ITEM 10121
@ REMOVE IRR, WELL !ITEM 1031
FLOW DIRECT 10111

ttOTE1

I. ALL WALL S.IGltS TO IE REYOVED, SEE SIGltlttG SHEETS rOR DETAILS•

2. EltlSTUtG LEVEE ttOT TO IE REYl>YED UfilTIL t.lEt LEVEE RELOCATIOt.l IS CCIY'LETED At.ID APPROVED BY IBIC,

O REVISED -19•13

SAWEL SALDIVAR, JR,1
92638
LICENSED PROFESSIONAL ENGINEER
09-15-2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

--,rexos Department of Transportallon

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Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL
REMOVAL LAYOUT
STA. 876•00 TO STA. 886•00

SCALE1 I"• I00'

SHEET 19 OF 56

DN:	CONT	SECT	JOB	HIGHWAY
CKDN:	0921	02	368	365 TOLL
DW:	DIST		COUNTY	SHEET NO.
CKDW:	PHR		HIDALGO	381
TR:				
CKTR:				

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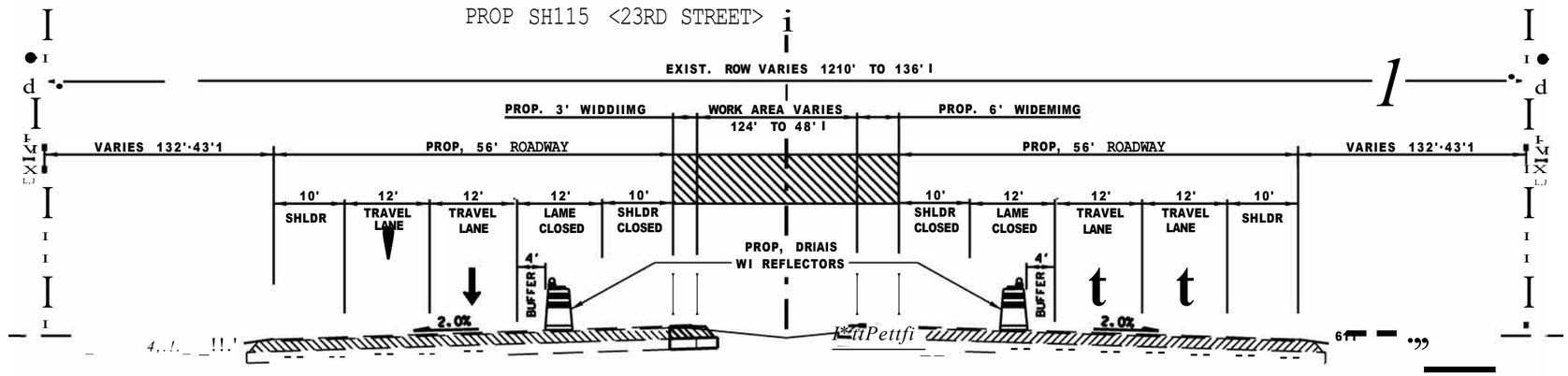

EXIST. SP11S **(23RD STREET> TYPICAL** SECTION **AT OVERPASS**

STA. 227+40 TO STA. 236+20

	LEOEMD
	CONSTRUCT 1011 PHASE
!!I	IORK ZONE PVUT MARK INON-REUI 4" 1111 TE SOL ID
l!I	IORK ZONE PVUT MARK INON-REUI 4" YELLCII SOL ID
1!11!1	IORK ZONE PVUT MARK INON-REUI 4" DOUBLE YELLOW SOL ID .; ONE TY 11·A·A PAVUENT MARKER SPACED AT EVERY 40'
lg	IORK ZONE PVUT MARK IREUI 4" ITE SOLID
Im	IORK ZONE PVUT MARK IREUI ITE 4" !DOTI
1!11!1	IORK ZONE PVUT MARK IREUI 4" DOUBLE YELLCII SOL ID .; ONE TY 11·A·A PAVUENT MARKER SPACE0 AT EVERY 40'
[!I	IORK ZONE PVUT MARK IREU> 4" YELLCII !DOTI
!ID	IORK ZONE PVUT MARK INON-REUI 24" IIIITE SOLID
IEI	IORK ZONE PVUT MARK INON-REUI 8" ITE SOLID
OJ	IORK ZONE PVUT MARK !REUi 8" ITE !DOTI
J	IORK ZONE PVUT MARK INON-REUI 4" ITE BROKEII .. TIO TY I·C PAVUENT MARKER SPACED A! EVERY 40'
....	DIRECTION OF TRAFFIC FLCII
i,,,,,,i	TYPE S BARRICADE
• • •	CHANNELIZING DEVICE
•••	CONSTRUCTION SIGN

REV	DATE	DESCRIPTION	APPROVED
1	7/13/23	CLOSED INSIDE LANES WITH BARRELS	MS

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
7/13/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

--,rexos Deportment of Transportation

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L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
Phone: (956) 565-9833
Fax: (956) 565-9834
9B S Stewart Rd, St. D
(956) 585-1927

365 TOLL PHASE Ill
SP115 (23RD ST.>
TRAFFIC CONTROL PLAN
TYPICAL SECTION

SCALE I" • 20' SHEET 1 OF 1

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		226
TR:				
CK TR:				

1 7/13/23

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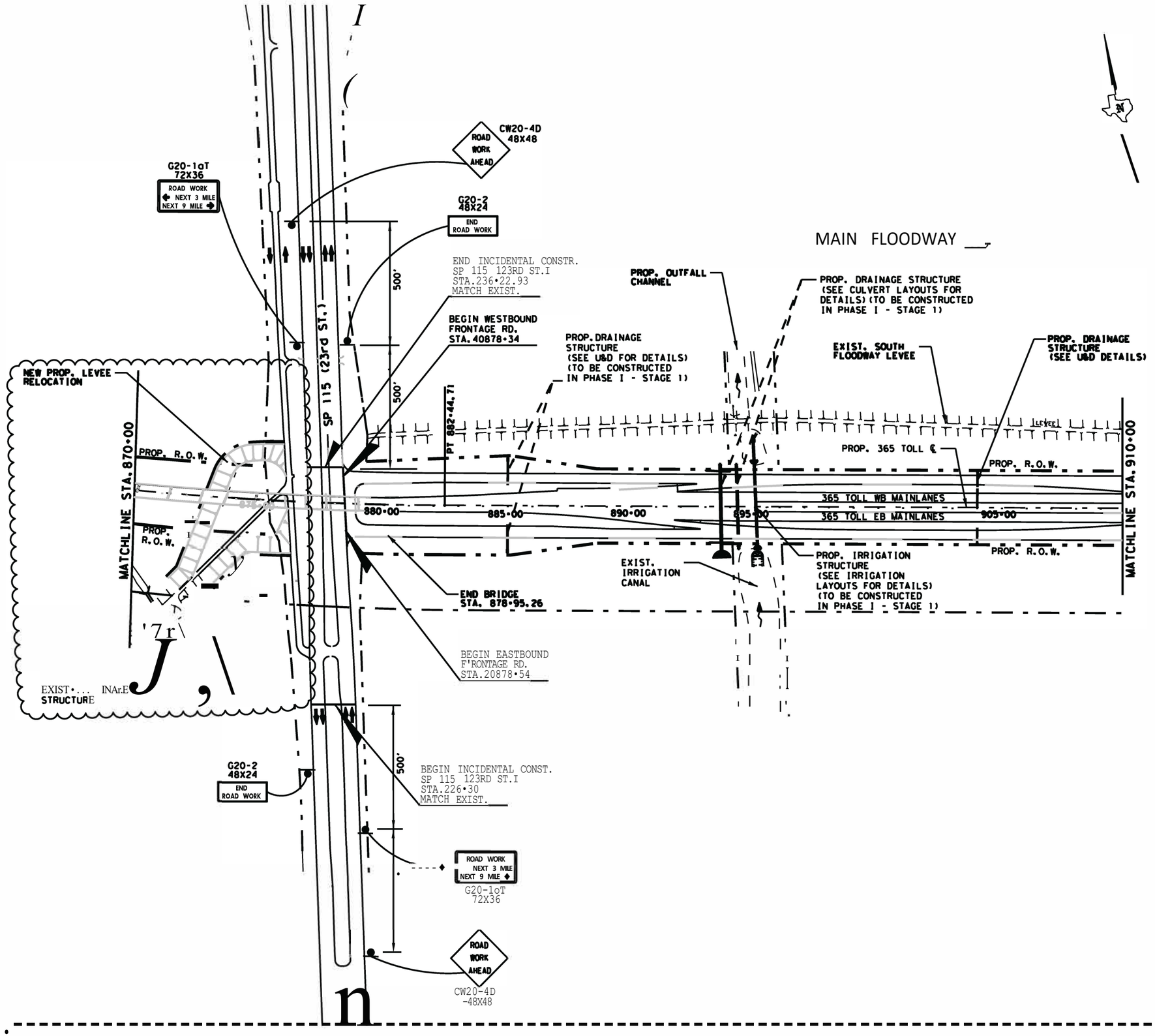

LEGEND	
-+	DIRECTION OF TRAFFIC now
ii—4	TYPE 3 BARRICADE
.A.	CONSTRUCTION SIGN

EXIST. DRAINAGE STRUCTURE/CHANNEL

PROP. DRAINAGE STRUCTURE/CHANNEL

EXIST. IRRIGATION STRUCTURE

PROP. IRRIGATION STRUCTURE

NOTE; CONTRACTOR SHALL USE AN EXPERIENCE F'LAGGER WHENEVER WORK INVOLVES PUBLIC ROAD TRAFFIC.

REVISED 04-19-23

SAWEL SALDIVAR, JR.
92638
LICENSED PROFESSIONAL ENGINEER
09-15-2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Deporlmed of Tronsportot/oo

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Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL PHASE I-STAGE 1
TRAFFIC CONTROL PLAN
ADVANCE WARNING SIGNS LAYOUT
STA. 870•00 TO STA. 910•00

SCALE; 1"•400' SHEET 6 OF 12

DN:	CKDN:	DW:	CKDW:	TR:	CKTR:

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		169

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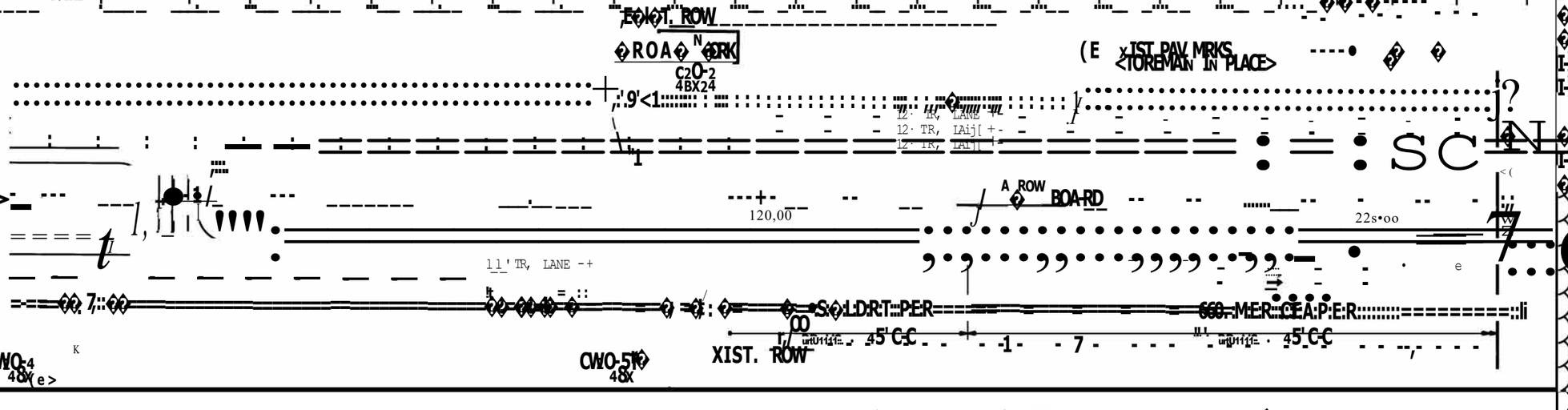
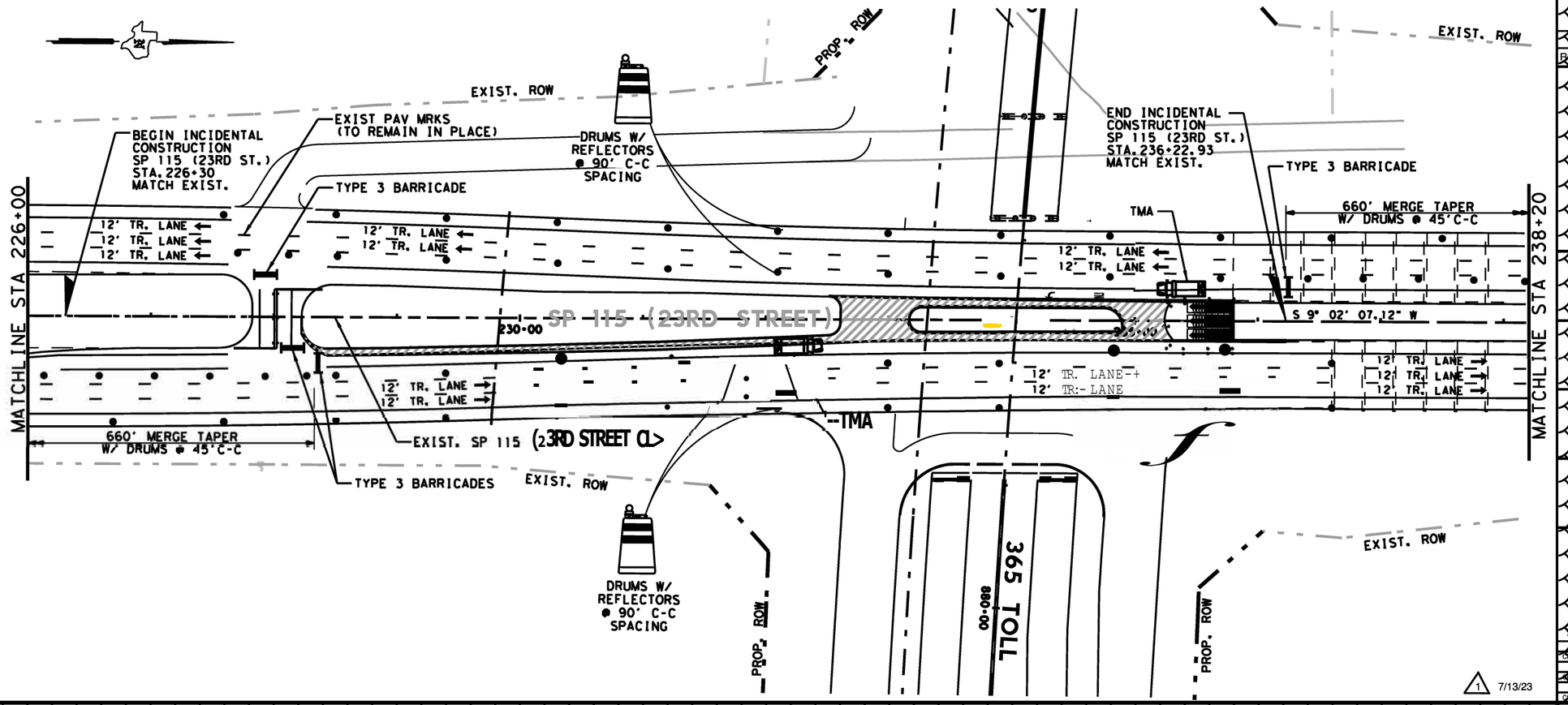
SHEET SUMMARY

STATION LIMITS	ITEM 508	PAVEMENT MARKINGS - ITEM 662										ITEM 677						ITEM 5-45		ITEM 512	
		NON-REMOVABLE				REMOVABLE				REFLECTORS		SHORT TEAM 11AB>		ELIMINATING EXISTING PAVEMENT MARKINGS						CRASH CUSH		PORTABLE CTB	
	CONSTRUCT ING DETOUIS ISYI	4"111111E BROKEN ILFI	4"11111 TE SOLID ILFI	4"YELLOI BROKEN ILF>	4"YELLOI SOLID ILF>	4"111111E 1D011 ILFI	4"111111E SOLID ILFI	4"YELLOI 1D011 ILF>	4"YELLOI SOLID ILF>	TY 1-C IEA>	TY II-A-A IEA>	TY W IEA>	TY Y-2 IEAI	4"PAV'MT MARKINGS ILFI	8"PAV'MT MARKINGS CLFI	12"PAV'MT MARKINGS ILFI	24"PAV'MT MARKINGS ILFI	tORD IEAI	ARROI IEAI	ATTEN INSTALL IEAI	ICIV RESET IEAI	F INSTALL ILFI	ICIV RESET ILFI
SHEET TOTAL																							





LEGEND

	CONSTRUCT 1011 PHASE
I!!	IORK ZONE PVMT MARK IIION-REMI 4" WHITE SOL ID
1.!I	IORK ZONE PVMT MARK IIION-REMI 4" YELLOI SOL ID
001!1	IORK ZONE PVMT MARK IIION-REM> 4" DOuBLE YELLOI SOL ID W ONE TY 11·A-A PAYMENT MARKER SPACED AT EVERY 40'
lg	IORK ZONE PVMT MARK IREMI 4" WHITE SOL ID
D	IORK ZONE PVMT MARK IREMI 111111E 4- 1D011
EE	IORK ZONE PVMT MARK IREMI 4" DOuBLE YELLOI SOL ID W ONE TY 11-A-A PAYMENT MARKER SPACED AT EVERY 40'
F	IORK ZONE PVMT MARK IREMI 4" YELLOW 1D011
G	IORK ZONE PVMT MARK IIION-REMI 24" IIHITE SOL ID
IE	IORK ZONE PVMT MARK IIION-REMI II" WHITE SOL ID
II	IORK ZONE PVMT MARK IREM> 8" WHITE 1D011
J	IORK ZONE PVMT MARK IIION-REMI 4" WHITE BROKEN W TIO TY I-C PAYMENT MARKER SPACED U EVERY 40'
	DIRECTION OF TRAFFIC FLOI
	TYPE I BARRICADE
	CHANNELIZING DEVICE
	CONSTRUCT 1011 SIGN
	TRAILER MOUNTED FLASHING ARROW BOARD
	HEAVY IORK VEHICLE WITH TRUCK IICUITED ATTEIaJATOR ITYAI

NOTE· CoIITRACTOR SHALL USE AN EIIPERIEIICE FLAGGER WHENEVER IORK INVOLVES PUBLIC ROAD TRAFFIC,

REV	DATE	DESCRIPTION	APPROVED
1	7/13/23	CLOSED INSIDE LANES WITH BARRELS	MS

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
7/13/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No.: F-4105
Phone: (956) 565-6011
Fax: (956) 565-7014
98 D S Stewart Rd, St. D
(956) 585-1927

PHASE Ill
SP 115 <23 0 STREET>
TRAFFIC COMTROL PLAM
STA.21 •00 TO STA.238•20

SCALE:1"= 100' SHEET 1 OF 2

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		227
TR:				
CK TR:				

1 7/13/23

DATE: 7/13/2023 2:03:39 PM
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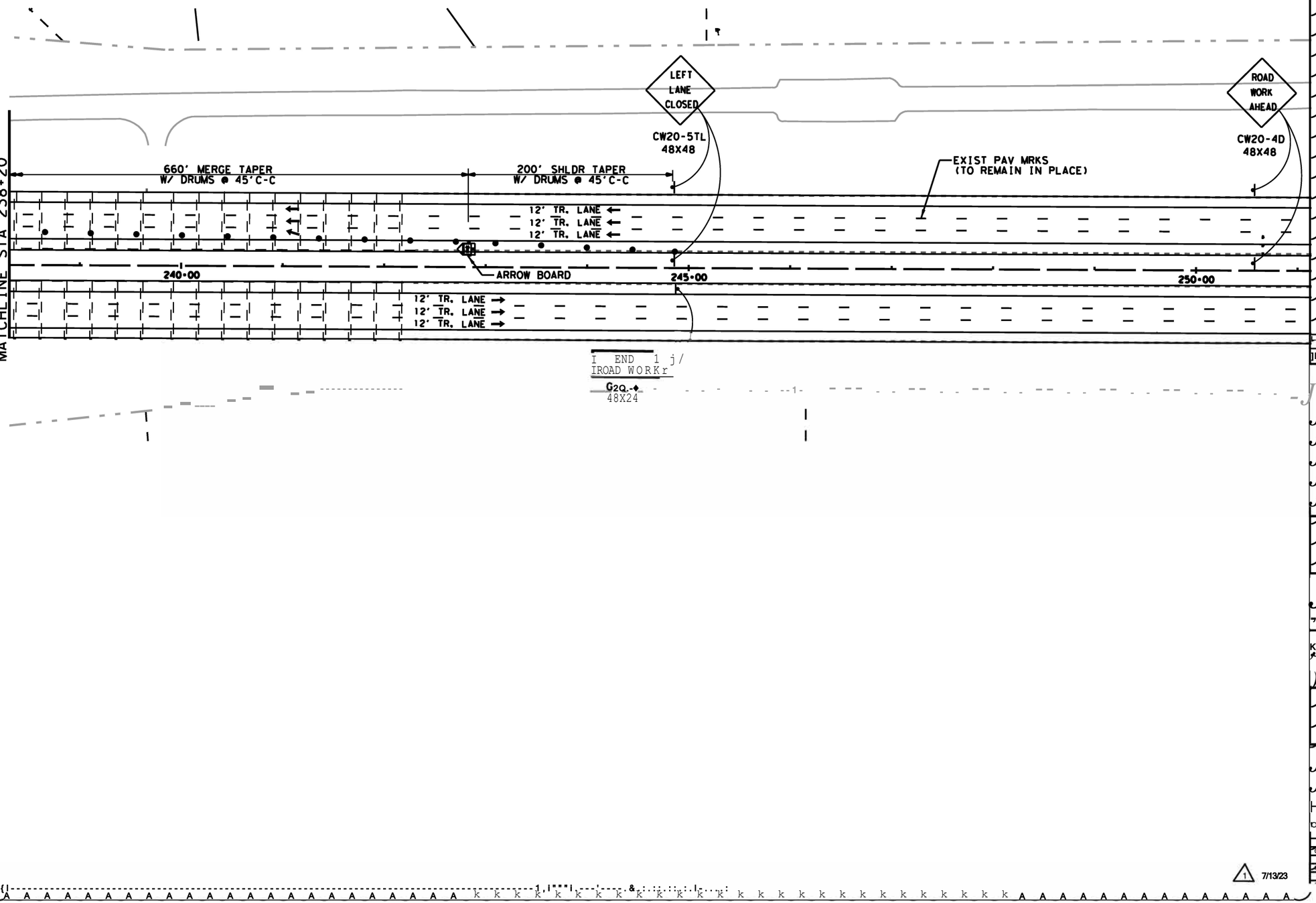
SHEET SUMMARY

STATION LIMITS	ITEM 508	PAVEMENT MARKINGS - ITEM 662												ITEM 677						ITEM 5-45		ITEM 512	
		NON-REMOVABLE				REMOVABLE				REFLECTORS		SHORT TEAM 11AB>		ELIMINATING EXISTING PAVEMENT MARKINGS						CRASH CUSH		PORTABLE CTB	
	CONSTRUCT ING DETOUIS ISYI	4-111111E BROKEN ILFI	4-111111 TE SOLID ILFI	4-YELLOI BROKEN ILF>	4-YELLOI SOLID ILF>	4-111111E 1D011 ILFI	4-111111E SOLID ILFI	4-YELLOI 1D011 ILF>	4-YELLOI SOLID ILF>	TY 1-C IEA>	TY II-A-A IEA>	TY W IEA>	TY Y-2 IEAI	4-PAV'MT MARKINGS ILFI	a-PAV'MT MARKINGS CLFI	12-PAV'MT MARKINGS ILFI	24-PAV'MT MARKINGS ILFI	WORD IEAI	ARROI IEAI	ATTEN INSTALL IEAI	ICIV I RESET IEAI	FUR & INSTALL (LF)	MOV & RESET (LF)
SHEET TOTAL																							



LEGEND	
	CONSTRUCT 10M PHASE
III	IORK ZONE PVI,IT MARK INON-REMI 4" WHITE SOL ID
III	IORK ZONE PVI,IT MARK INON-REMI 4" YELLOI SOL ID
001!1	IORK ZONE PVMT MARK !NON-REM> 4" DOuBLE YELLOI SOL ID W ONE TY 11·A-A PAYMENT MARKER SPACED AT EVERY 40'
lg	IORK ZONE PVI,IT MARK IREMI 4" WHITE SOL ID
D	IORK ZONE PVI,IT MARK IREMI WHITE 4- 1D011
EE	IORK ZONE PVMT MARK IREMI 4" DOuBLE YELLOI SOLID W ONE TY 11-A-A PAYMENT MARKER SPACED AT EVERY 40'
F	IORK ZONE PVI,IT MARK IREMI 4" YELLOW 1D011
G	IORK ZONE PVI,IT MARK INON-REMI 24- WHITE SOL ID
IE]	IORK ZONE PVI,IT MARK INON-REMI II" WHITE SOL ID
[I]	IORK ZONE PVI,IT MARK IREM> 8" WHITE 1D011
J	IORK ZONE PVMT MARK INON-REMI 4" WHITE BROKEN W TIO TY I-C PAYMENT MARKER SPACED U EVERY 40'
....	DIRECTION OF TRAFFIC FLOI
	TYPE I BARRICADE
	CHANNELIZING DEVICE
...	CONSTRUCTION SIGN
	TRAILER MOUNTED FLASHING ARROW BOARD
cm:::::I	HEAVY IORK VEHICLE WITH TRUCK MCuNTED ATTEIaJATOR ITMAI

NOTE· COIITRACTOR SHALL USE AN EIIPERIEICCE FLAGGER WHENEVER IORK INVOLVES PUBLIC ROAD TRAFFIC.

1	17/13/23	NEW SHEET
]It:VI	DATE	DESCRIPTION

MS

IAPPROVED

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
7/13/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

--, rexos Deportment of Transportation

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Structural / Bridge
Environmental
Firm No.: F-4105
Phone: (956) 585-
980 S Stewart Rd, St. D
(956) 585-1927

PHASE Ill
SP 115 <23 0 STREET>
TRAFFIC COMTROL PLAM
STA.238•20 TO STA.251•00

SCALE11-, 100·

SHEET 2 OF 2

CONT	SECT	JOB	HIGHWAY
0 921	021	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	H.IDALGO		

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

1 7/13/23

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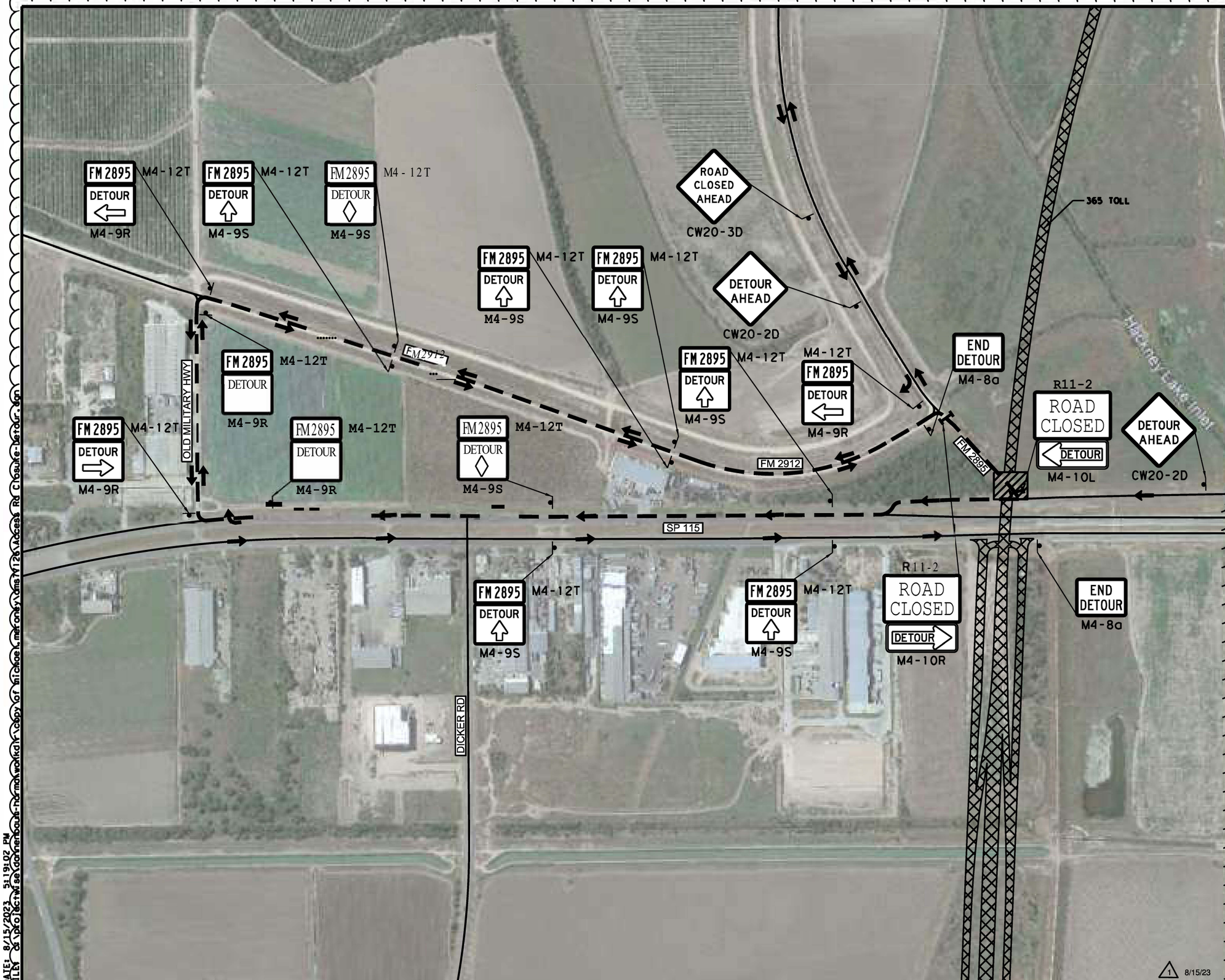

REV	DATE	DESCRIPTION	APPROVED
1	8/15/23	NEW SHEET	MS

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
8/15/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Oeporttrerl of 7i'ansportotlon

SH 365
DETOUR ROUTE
FM 2895 ACCESS ROAD CLOSURE
ATS DEPOT RD

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

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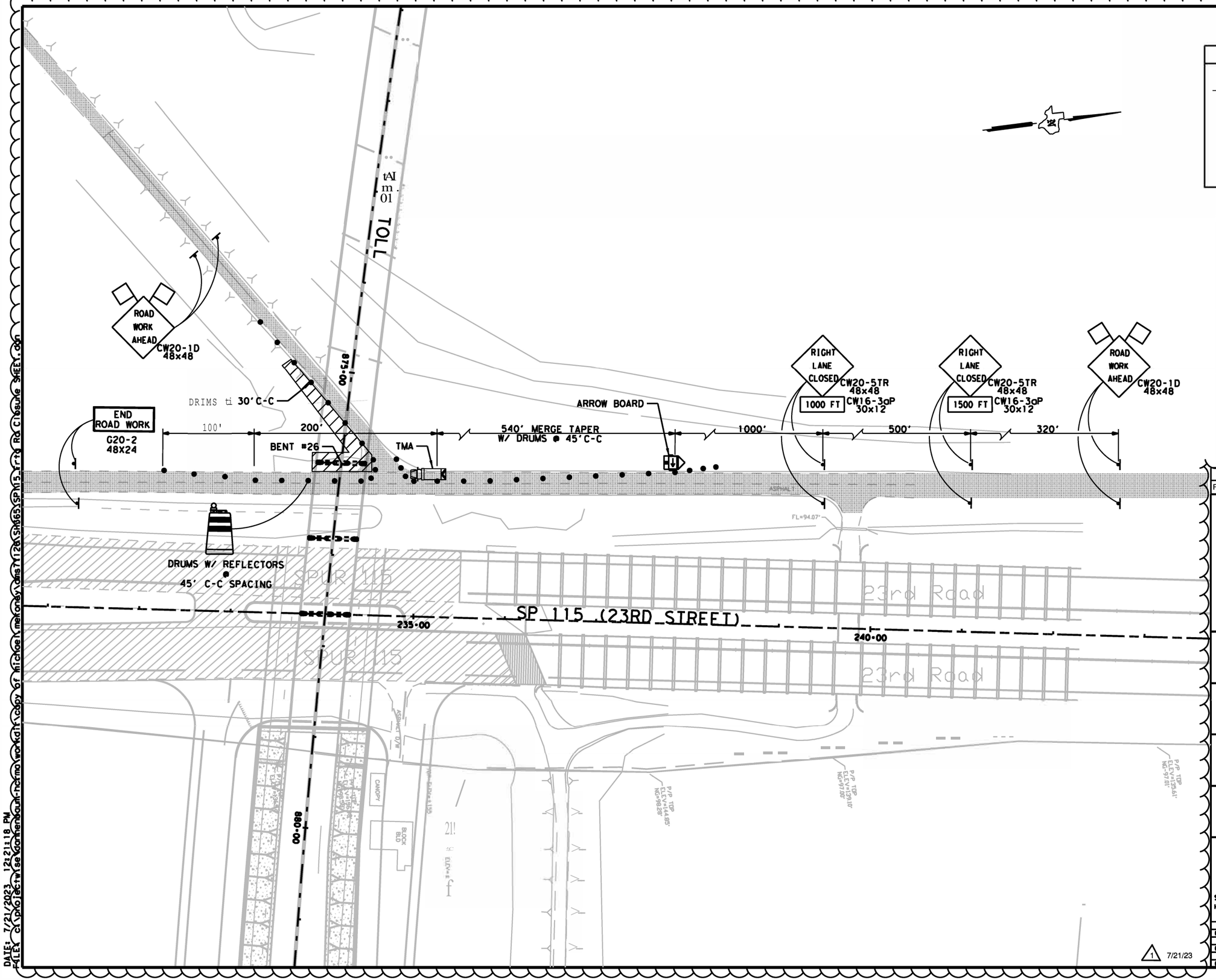

LEGEttD

CONSTRUCTIOlil ZOlilE

c:(l[:::I O lEr, Tl tllibi lf , TRUCK

InftiE NTED FLASHING

◄ CONSTRUCTIOlil SIGN

• CHANNELIZING DEVICE

NOTES;

I, PERMANENT COLI.Utl PROTECTIOlil TO BE INSTALLED DURING LANE CLOSURE1 SEE SHEET "COLI.Utl PROTECTION DETAILS BENTS •26 AND •27" FOR PERMANENT TRAFFIC RAIL AND GUARD FENCE DETAILS,

2. SEE ALIGNMENT DATA SHEET FOR PROPOSED AND EXISTING CENTERLINE DATA,

3. SEE SURVEY DATA SHEET FOR BU STATIOlils, OFFSET, ELEV. ETC,

4, SEE TxDOT STANDARD TCP<2·4ol-18 FOR MORE INFORMATION,

REV	DATE	DESCRIPTION	APPROVED
1	7/21/23	NEW SHEET	MS

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
7/21/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Oefortmett d 7ransportotlon

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Fax : (956) 565-9018
1005.StewartRd.,Ste.10
Mi#ion,TX.78571
Ph<>ne(.56)585-1~9
Fax (956)585-1927

365 TOLL
SP 115 SB FRTG RD
LANE CLOSURE
TRAFFIC CONTROL PLAN

SCALE:
HOR: 1"= 100'

SHEET I OF I

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

1 7/21/23

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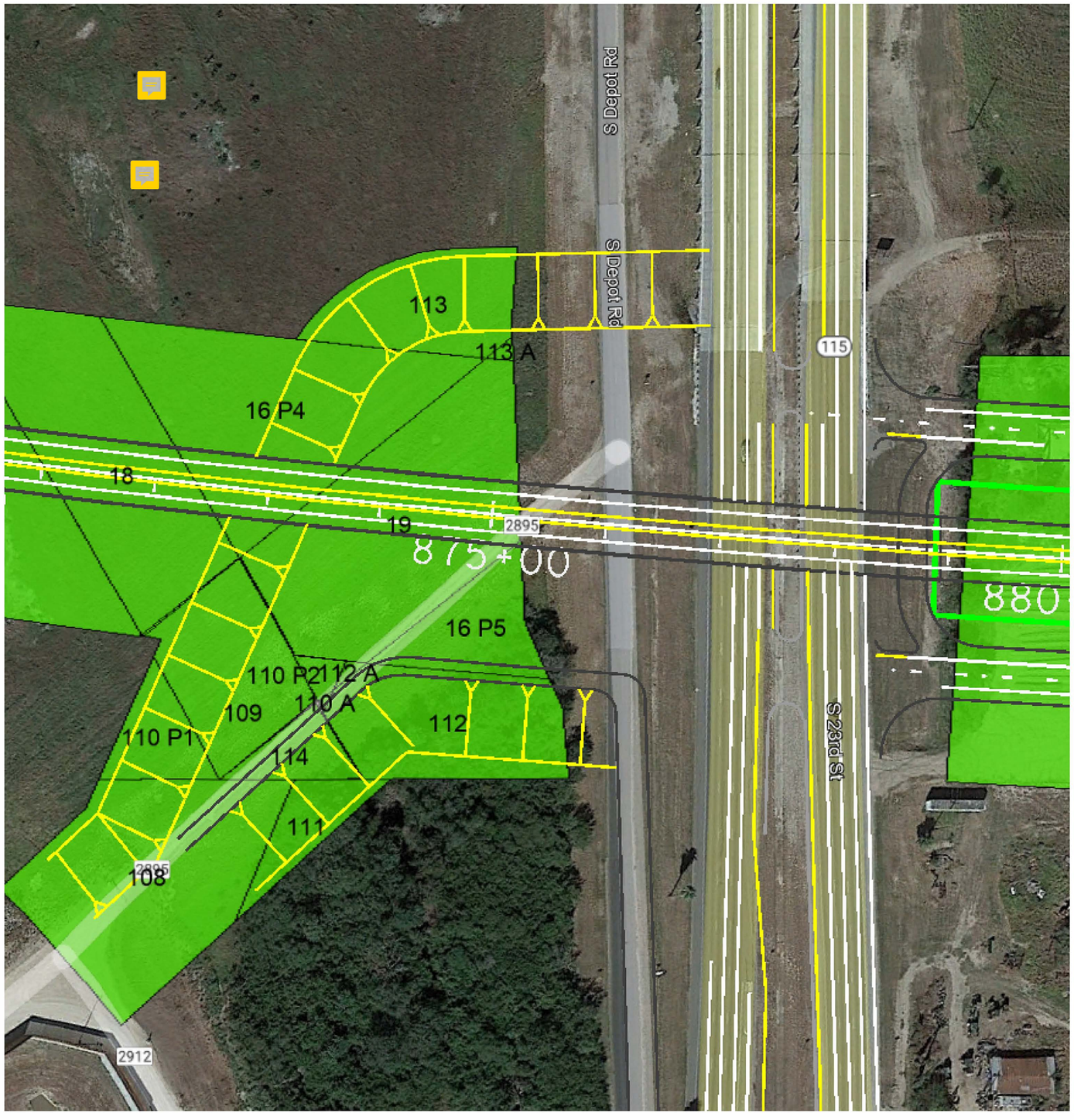
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S Depot Rd
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875+00
880
16 P5
110 P2
112 A
110 A
109
112
110 P1
114
111
2895
108
2912
S 23rd St

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

S Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero '0' in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

Texas Department of Transportation

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 7

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 649+00 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

(6H) ROW / UTILITIES - UNKNOWN UNADJUSTED UTILITY
This change resolves an unanticipated utility conflict between the city of Mission 16" waterline casing and proposed drainage line at station 649+00. In lieu of the the proposed 5' x 5', an 8'x8' Conflict Manhole must be installed to accommodate construction.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: attachments

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: $13,075.83

For TxDOT use only:

Days participating: _____

Amount participating: _____

_____ _____
Signature Date

_____
Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV, Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 7

Estimated Cost: $13,075.83

CCSJ: 0921-02-368

Paid by Invoice? ([8] Yes [ ] No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

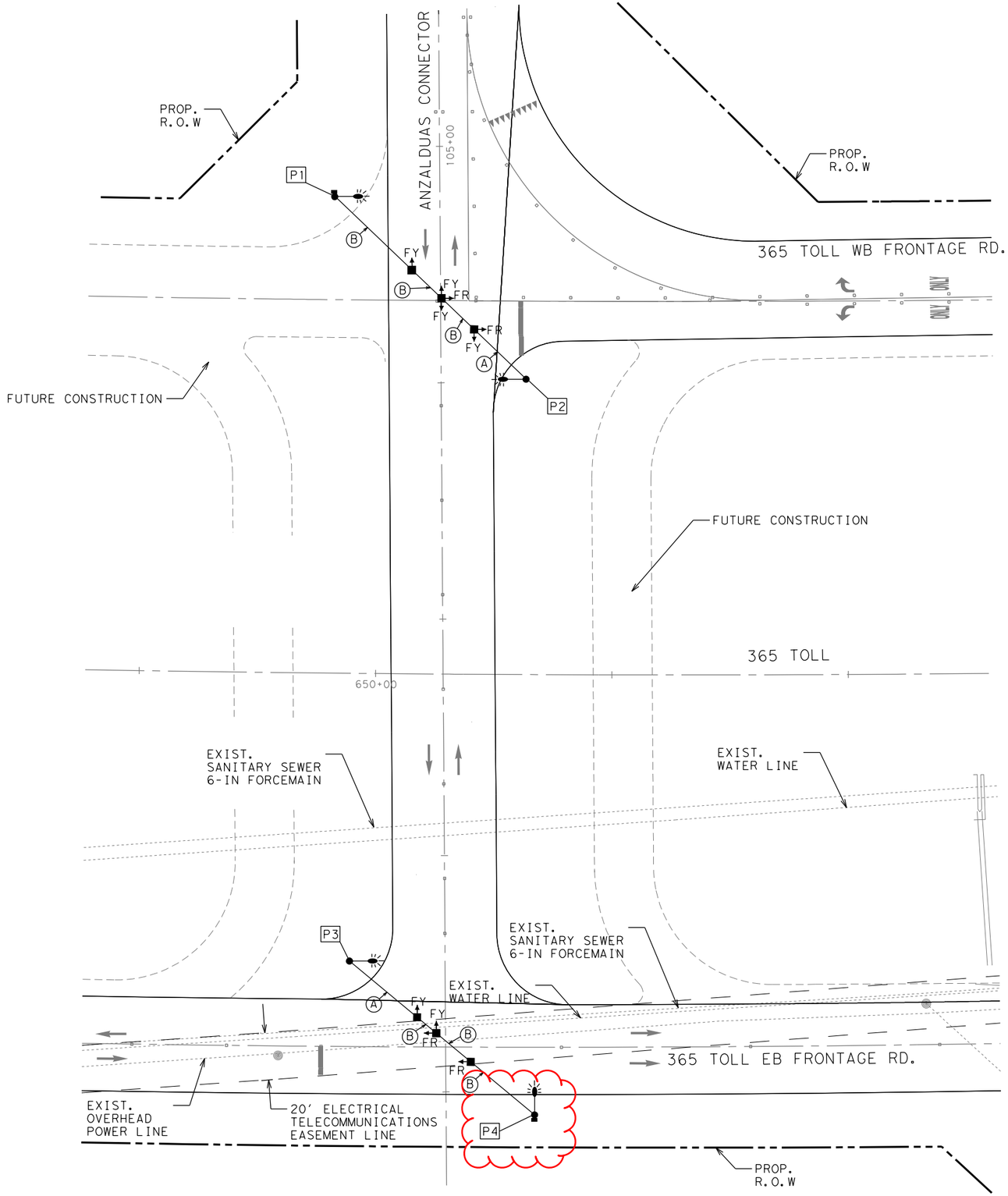
TABLE B: Contract Items

				ORIGINAL+ PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0465-6145	INLET (COMPL)(PSL)(FG)(8 X 8)	EA	15,813.78	7.00	110,696.46	8.00	126,510.24	15,813.78
0465-6135	INLET (COMPL)(PSL)(FG)(5 X 6)	EA	6,853.95	59.00	404,383.05	58.00	397,529.10	- 6,853.95
046s-•-•	INLET (COMPL)(PSL)(FG)(5 X 6)SRPL	EA	4,116.00	0.00	0.00	1.00	4,116.00	4,116.00
TOTALS					515,079.51		528,155.34	13,075.83

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued) **CCSJ:** _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN



LEGEND

- PROPOSED STRAIN POLE
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (1 WAY- 1 SECTION)
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (2 WAY- 1 SECTION)
- PROPOSED SPAN WIRE MOUNTED 12" FLASHING BEACON HEAD (3 WAY- 1 SECTION)
- PROPOSED POLE MOUNTED CONTROLLER WITH ELECTRICAL SERVICE
- PROPOSED LUMINAIRE ARM
- FR FLASHING RED
- FY FLASHING YELLOW
- DIRECTION OF TRAFFIC FLOW

STEEL STRAIN POLES				
POLE NO.	QUANTITY	POLE DESIGNATION	FOUNDATION TYPE	FOUNDATION DEPTH
P1	1	SPL 34 D-100	36-B	15.2'
P2	1	SPL 34 D-100	36-B	15.2'
P3	1	SPL 34 D-100	36-B	15.2'
P4	1	SPL 34 D-100	36-B	15.2'
TOTALS	4			60.8

NOTES:
1) REFER TO UTILITY LAYOUTS FOR UTILITY RELOCATIONS
2) REFER TO ROADWAY PLANS FOR REMOVAL OF EXISTING ROADWAYS

0 25 50
SCALE: 1" = 50'

PROPOSED ELECTRICAL SCHEDULE					
ITEM	TOTAL QTY. (ft)	RUN NUMBER	A	B	POLE
		RUN LENGTH (FT.)	95	155	60
POWER*	120	1/C - # 6 INSULATED			2
GROUND	60	1/C - # 6 BARE			1
SIGNAL CABLE	215	5/C # 12		1	1
LUMINAIRE	370	4/C # 12 (TRAY CABLE)	1	1	2
CONDUIT	8	4" PVC**			

* LOAD CENTER/CONTROLLER SERVICE INTERCONNECT.
** PVC IN POLE FOUNDATION (SEE MISCELLANEOUS DETAILS PHARR DISTRICT STANDARD SHEET 2 OF 2).

POLE LOCATIONS			
POLE NO.	DESCRIPTION	STA. ***	OFFSET ***
P1	34' STEEL POLE WITH FLASHER CONTROLLER, LUMINAIRE, METER AND ELECTRIC SERVICE	649+80.56	201.6'L
P2	34' STEEL POLE WITH LUMINAIRE	650+62.69	123.5'L
P3	34' STEEL POLE WITH LUMINAIRE	649+90.27	121.7'R
P4	34' STEEL POLE WITH FLASHER CONTROLLER, LUMINAIRE, METER AND ELECTRIC SERVICE	650+69.30	186.3'R

*** NOTE: STATIONS AND OFFSETS ARE WITH REFERENCE TO THE CENTERLINE OF 365 TOLL.
EXACT LOCATIONS SHALL BE DETERMINED AND VERIFIED WITH THE ENGINEER PRIOR TO ANY CONSTRUCTION.
POLE LOCATIONS MAY BE ADJUSTED TO AVOID POTENTIAL CONFLICTS WITH UTILITIES.

STATE OF TEXAS
C.SIMEONIDIS
60919
REGISTERED
PROFESSIONAL ENGINEER
6/16/2017

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

L&G Engineering
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Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

ETSI
5300 Hollister Road, Suite 220
Houston, Texas 77040
Tel. (713) 956-9601 Fax (713) 956-9667
Ergonomic Transportation Solutions, Inc.
TEXAS REGISTERED ENGINEERING FIRM NO. F - 625

1

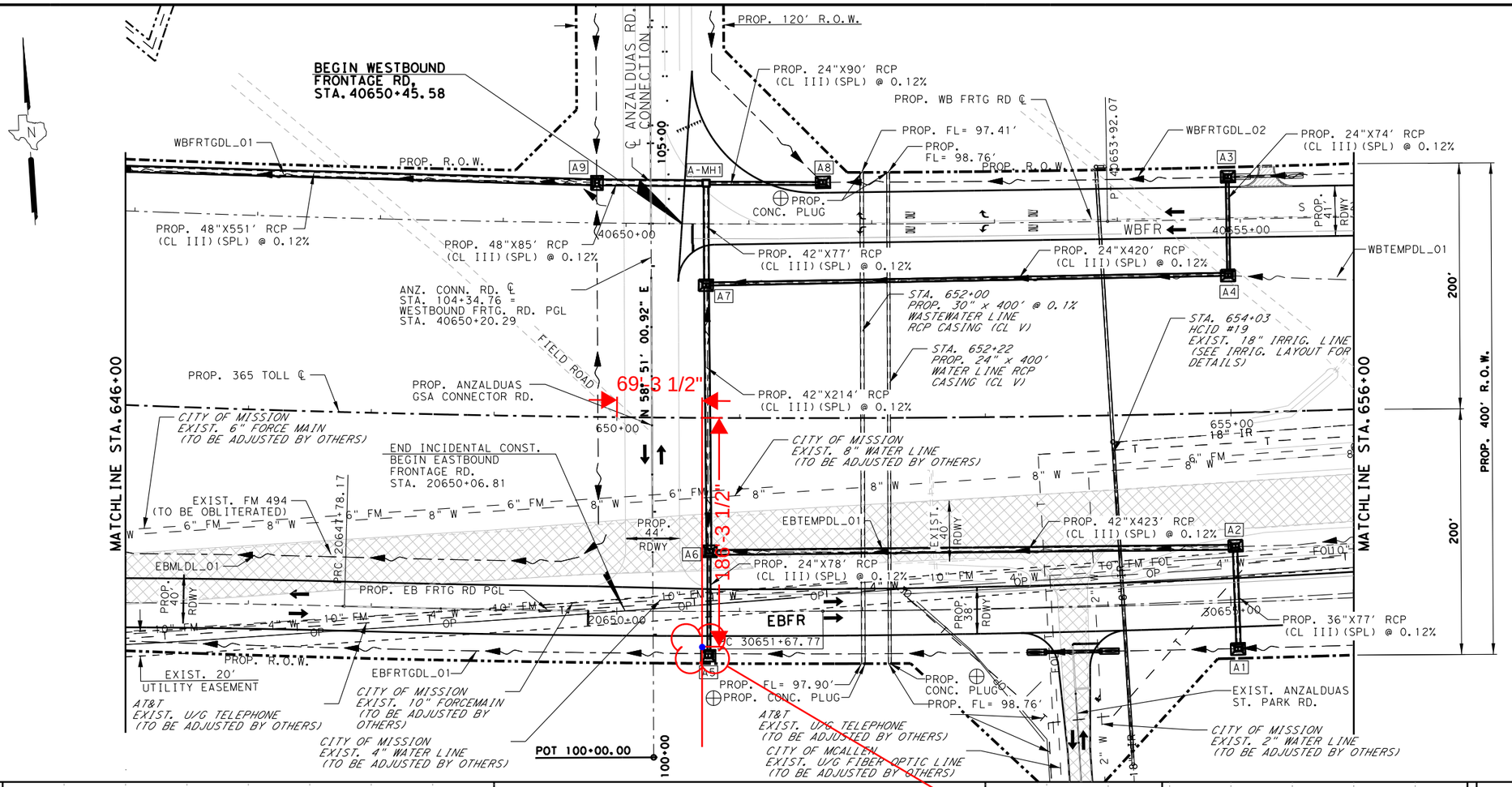
365 TOLL AT ANZALDUAS CONNECTOR ROAD FLASHING BEACON LAYOUT

SCALE: 1" = 50' SHEET 1 OF 1

DN:	CK DN:	DW:	CK DW:	TR:	CK TR:	RLM HCS	CONT	SECT	JOB	HIGHWAY
							0921	02	368	365 TOLL
							DIST	COUNTY		SHEET NO.
							PHR	HIDALGO		1735

DATE: 6/16/2017
FILE: c:\projectwise\dannenbaum-hcrma\workdir\robert.martinl\ms34121\SH365_0032_TrafSig_Flash_07.dgn

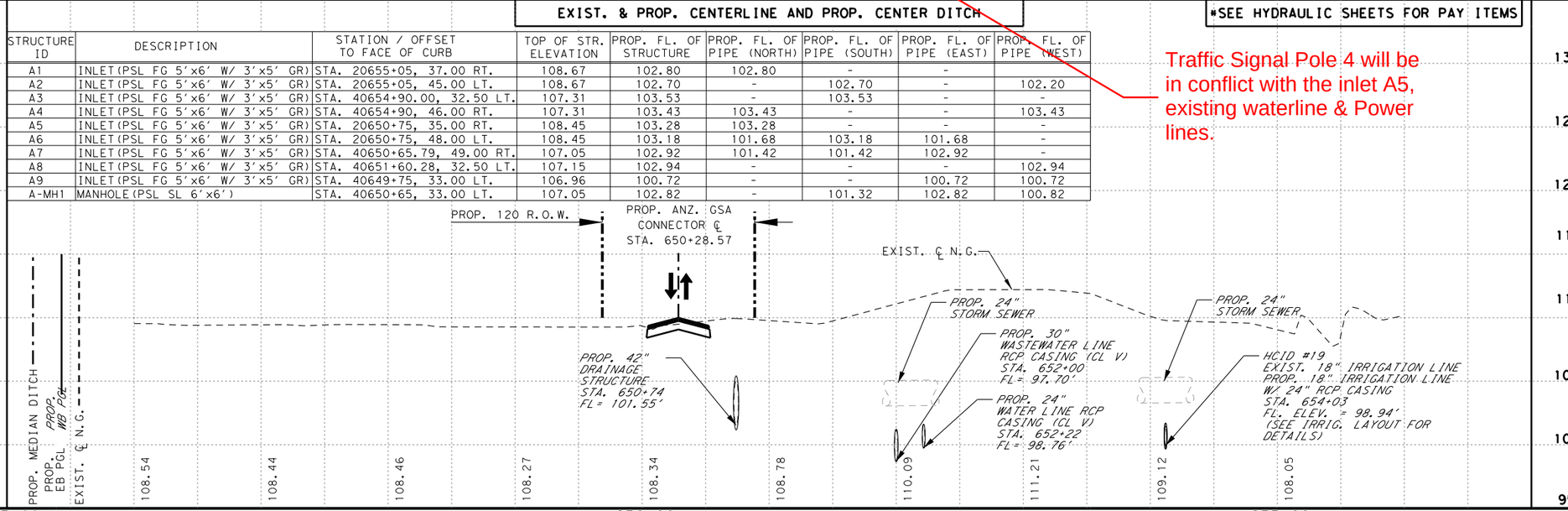
This sheet was not changed as part of the VECP design process and remains in its original IFC state.



EXIST. & PROP. CENTERLINE AND PROP. CENTER DITCH

*SEE HYDRAULIC SHEETS FOR PAY ITEMS

STRUCTURE ID	DESCRIPTION	STATION / OFFSET TO FACE OF CURB	TOP OF STR. ELEVATION	PROP. FL. OF STRUCTURE	PROP. FL. OF PIPE (NORTH)	PROP. FL. OF PIPE (SOUTH)	PROP. FL. OF PIPE (EAST)	PROP. FL. OF PIPE (WEST)
A1	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20655+05, 37.00 RT.	108.67	102.80	102.80	-	-	
A2	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20655+05, 45.00 LT.	108.67	102.70	-	102.70	-	102.20
A3	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40654+90.00, 32.50 LT.	107.31	103.53	-	103.53	-	-
A4	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40654+90, 46.00 RT.	107.31	103.43	103.43	-	-	103.43
A5	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20650+75, 35.00 RT.	108.45	103.28	103.28	-	-	-
A6	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20650+75, 48.00 LT.	108.45	103.18	101.68	103.18	101.68	-
A7	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40650+65.79, 49.00 RT.	107.05	102.92	101.42	101.42	102.92	-
A8	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40651+60.28, 32.50 LT.	107.15	102.94	-	-	-	102.94
A9	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40649+75, 33.00 LT.	106.96	100.72	-	-	100.72	100.72
A-MH1	MANHOLE(PSL SL 6'x6')	STA. 40650+65, 33.00 LT.	107.05	102.82	-	101.32	102.82	100.82



Traffic Signal Pole 4 will be in conflict with the inlet A5, existing waterline & Power lines.

LEGEND:

- PROP. CONC. PLUG (NON-PAY ITEM)
- EXIST. RDWY. TO BE OBLITERATED
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/ TURNOUT TABLE FOR SET's & PIPE QUANTITIES)
- PROP. CONC. RIPRAP
- PROP. BRICK PAVERS
- DRAINAGE STR. ID.
- DIRECTION OF FLOW IN DITCH

NOTES:
1. SEE ALIGNMENT DATA SHEET FOR PROP CENTERLINE DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. ALL OFFSETS GIVEN ARE TO THE CENTER OF THE STRUCTURE.
4. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
5. SEE "HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES.
6. SEE DRAINAGE STRUCTURE STANDARD SHEETS FOR DESCRIPTION OF OFFSET IN STORM DRAIN TABLE.
7. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
8. SEE LATERAL X-SECTIONS FOR MORE DETAILED INFO.
9. ALL EXIST. UTILITY LINES THAT ARE TO BE ADJUSTED OR REMAIN IN PLACE ARE PROVIDED FOR INFORMATION ONLY.
10. REFER TO "INLET TY 'L1' CONNECTON DETAILS" FOR STRUCTURE DETAILS.
11. ANY DISCREPANCIES IN MANHOLE/INLET ELEVATIONS BETWEEN U&D SHEETS AND HYDRAULIC DATA SHEETS, HYDRAULIC DATA SHEETS SHALL GOVERN.
12. CAST IN PLACE INLET/MANHOLE ELEVATIONS SHALL BE FIELD VERIFIED BEFORE CASTING OPERATIONS BEGIN. ANY ADJUSTMENTS SHALL BE SUBSIDIARY TO BID ITEMS.
13. PRE-CAST INLETS THAT REQUIRE ELEVATION ADUSTMENTS DUE TO DIFFERING FIELD CONDITIONS SHALL BE SUBSIDIARY TO BID ITEMS.
14. FOR ADDITIONAL CASINGS REFER TO TRAFFIC MANAGEMENT SYSTEM SHEETS

- PROPOSED DITCH LINE
- X EXISTING FENCE

EXISTING UTILITIES

- #W — # (DIAM INCH) WATER LINE
- #IR — (DIAM INCH) IRRIGATION LINE
- #FM — # (DIAM INCH) FORCE MAIN SANITARY SEWER LINE
- #SS — # (DIAM INCH) SANITARY SEWER LINE
- #G — # (DIAM INCH) GAS PIPELINE
- FOL — UNDERGROUND FIBER OPTIC CABLE
- T — UNDERGROUND TELEPHONE LINE
- C — UNDERGROUND CABLE
- OFOL — OVERHEAD FIBER OPTIC LINE
- OP — OVERHEAD ELECTRIC LINE
- OPT — OVERHEAD ELECTRIC W/ TELEPHONE LINE
- HVTL — HIGH VOLTAGE TRANSMISSION LINE
- P — UNDERGROUND ELECTRIC LINE
- POWER POLE

STATE OF TEXAS — CHRISTOPHER R. RODRIGUEZ — 107692 — LICENSED PROFESSIONAL ENGINEER — 09/26/2017

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 280 MCALLEN, TX 78504 (956) 682-3677

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83, Mercedes, TX. 78570, Phone : (956) 565-9813, Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10, Mission, TX. 78572, Phone : (956) 585-1909, Fax : (956) 585-1927

365 TOLL MAINLANES UTILITY AND DRAINAGE STA. 646+00 TO STA. 656+00

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

SHEET 2 OF 68

DN:	CK DN:	DW:	CK DW:	TR:	CK TR:	CONT	SECT	JOB	HIGHWAY
						0921	02	368	365 TOLL
						DIST	COUNTY		SHEET NO.
						PHR	HIDALGO		930

DATE: 9/26/2017 11:01:04 AM
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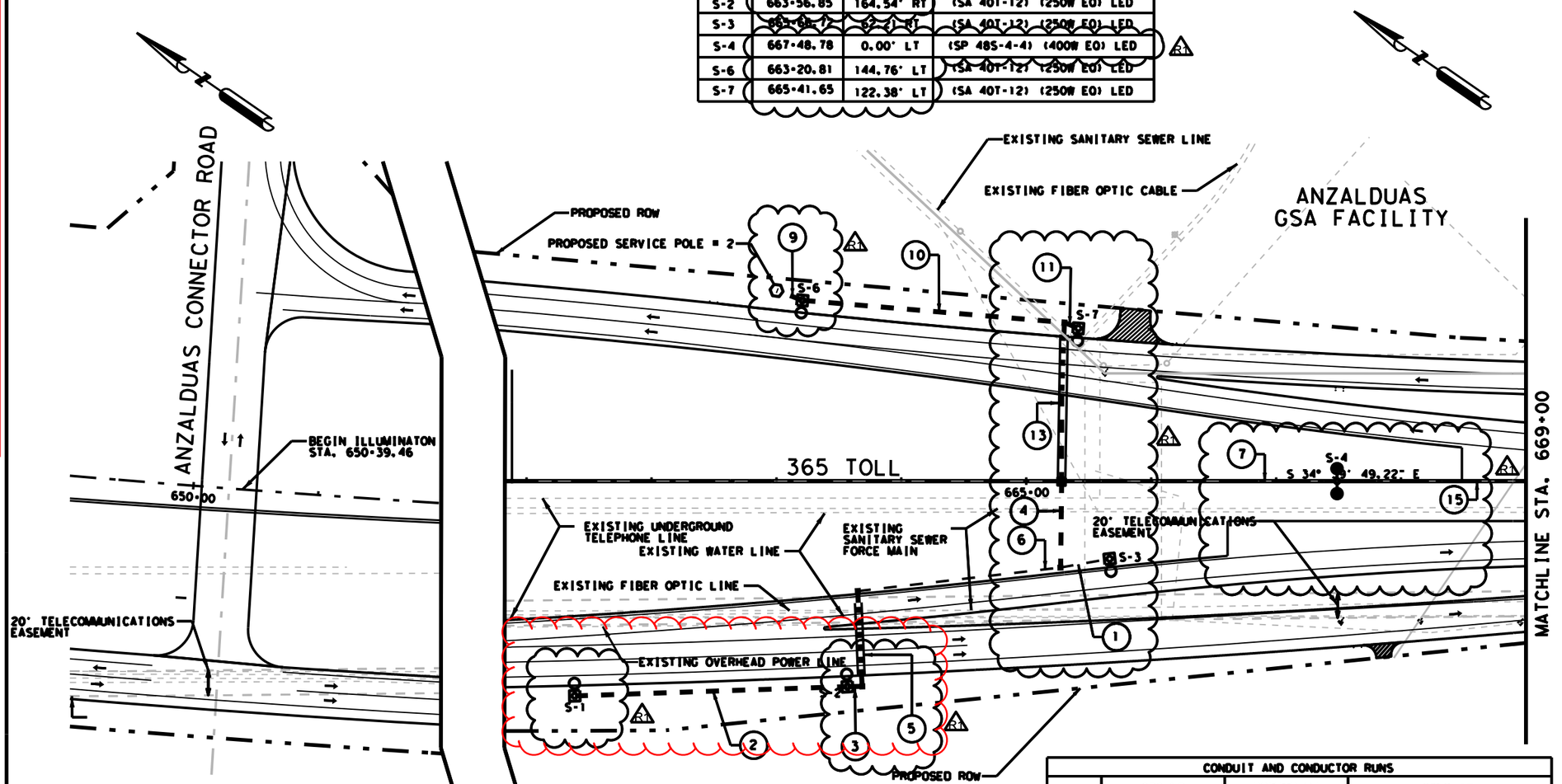
This sheet was not changed as part of the VECP design process and remains in its original IFC state.

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE. MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

DATE RECEIVED: 01/06/2023
DATE ACCEPTED: 01/20/2023
BY: Samuel Saldivar, Jr.

ROADWAY ILLUMINATION ASSEMBLY LOCATIONS			
LUM. NO.	STATION	OFFSET	⚠R1 ASSEMBLY STANDARD
S-1	661+38.61	171.93' RT	(SA 40T-12) (250W EO) LED
S-2	663+56.85	164.54' RT	(SA 40T-12) (250W EO) LED
S-3	665+66.71	0.00' LT	(SA 40T-12) (250W EO) LED
S-4	667+48.78	0.00' LT	(SP 48S-4-4) (400W EO) LED ⚠R1
S-6	663+20.81	144.76' LT	(SA 40T-12) (250W EO) LED
S-7	665+41.65	122.38' LT	(SA 40T-12) (250W EO) LED



LEGEND

LEGEND:

- PROPOSED GROUND BOX
- PROPOSED JUNCTION BOX
- PROPOSED U/P ROADWAY ILLUMINATION TYPE I (150W EO) LED
- PROPOSED U/P ROADWAY ILLUMINATION TYPE II (150W EO) LED
- PROPOSED (TY SP 38S-4) (250W EO) LED
- PROPOSED (TY SA 40T-12) (250W EO) LED
- PROPOSED (TY SA 40T-12-12) (250W EO) LED
- PROPOSED (TY SP 48S-4-4) (400W EO) LED
- PROPOSED (TY SA 50T-12) (250W EO) LED
- PROP. ELECTRICAL SERVICE (METERED) TY A 240/480 060 (NS) SS (E) SP (O)
- (x) CONDUIT RUN NUMBER
- PROPOSED 1" (SCH 40) PVC CONDUIT
- PROPOSED 1" RM CONDUIT
- PROPOSED 2" (SCH 40) PVC CONDUIT
- PROPOSED 2" (SCH 80) PVC CONDUIT BORE

0 25 50 100
SCALE: 1" = 100'

⚠R1 - REVISED 12-07-2022

NON-CLOUDED AREAS WILL BE RESPONSABILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

ILLUMINATION QUANTITIES - SHEET TOTALS				
ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	SHEET TOTAL
416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	50
~~432~~	~~6089~~	~~RIP RAP (CONC) (CL B) (4')~~	~~CY~~	1.75 ⚠R1
610	6218	IN RD IL (TY SA) 40T-12 (250W EO) LED	EA	5
610	6261	IN RD IL (TY SP) 48S-4-4 (400W EO) LED	EA	1
618	6023	CONDT (PVC) (SCH 40) (2")	LF	1150
618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	205
~~620~~	~~6007~~	~~ELEC CONDR (NO. 6) BARE~~	~~LF~~	1355
620	6008	ELEC CONDR (NO. 8) INSULATED	LF	2710
624	6002	GROUND BOX TY A (122311) W/APRON	EA	4
		JUNCTION BOX •	EA	1
628	6045	ELC SRV TY A 240/480 060 (NS) SS (E) SP (O)	EA	1

• FOR CONTRACTORS INFORMATION ONLY

NOTES:

1. POLE LOCATIONS MAY BE ADJUSTED BY 3' TO 5' IN ORDER TO AVOID THE EXISTING AND PROPOSED UTILITIES AND DRAINAGE STRUCTURES.
2. ALL INDICATED LENGTHS IN CONDUIT AND CONDUCTOR RUNS ARE HORIZONTAL ONLY. ALLOW FOR SPLICING AND VERTICAL REQUIREMENTS.
3. ALL STATION NUMBERS PRESENTED HERE ARE REFERENCED TO THE CENTERLINE OF 365 TOLL.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ANY UNDERGROUND UTILITIES BEFORE DRILLING FOR LUMINAIRE POLE FOUNDATIONS AND SERVICE POLES.
5. REFER TO UTILITY LAYOUTS FOR UTILITY RELOCATIONS.
6. FOR ADDITIONAL ILLUMINATION ITEMS REFER TO TRAFFIC MANAGEMENT SYSTEM SECTION ILLUMINATION LAYOUTS.

CONDUIT AND CONDUCTOR RUNS					
RUN NO.	GROUND SIZE AND LENGTH (FEET)	CONDUCTOR SIZE AND LENGTH (FEET)	CONDUIT SIZE AND LENGTH (FEET)		
	# 8 BARE	# 8 XHHW	2" PVC (SCHD 40)	1" RM	2" PVC (SCHD 80) BORE
ELECTRICAL SERVICE POLE # 2 - CIRCUIT A					
1	40	80	40 ⚠R1		
2	220	440	220		
3	15	30	15		
4	75	150	75		⚠R1
5	75	150			75
6	165	230	165		
9	25	50	25		
10	215	430	215		
11	15	30	15		
13	130	260			130
ELECTRICAL SERVICE POLE # 2 - CIRCUIT B					
7	225	450	225		
15	155	310	155		

OTHON INC.
F-1471

STATE OF TEXAS
JERRY A. BOLLMAN
129596
LICENSED PROFESSIONAL ENGINEER
12/07/2022

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

TEDSI INFRASTRUCTURE GROUP
TEDSI
TBPE F-1640
Consulting Engineers
1201 E. Expressway 83
Mission, Texas 78572
(956) 424-7898

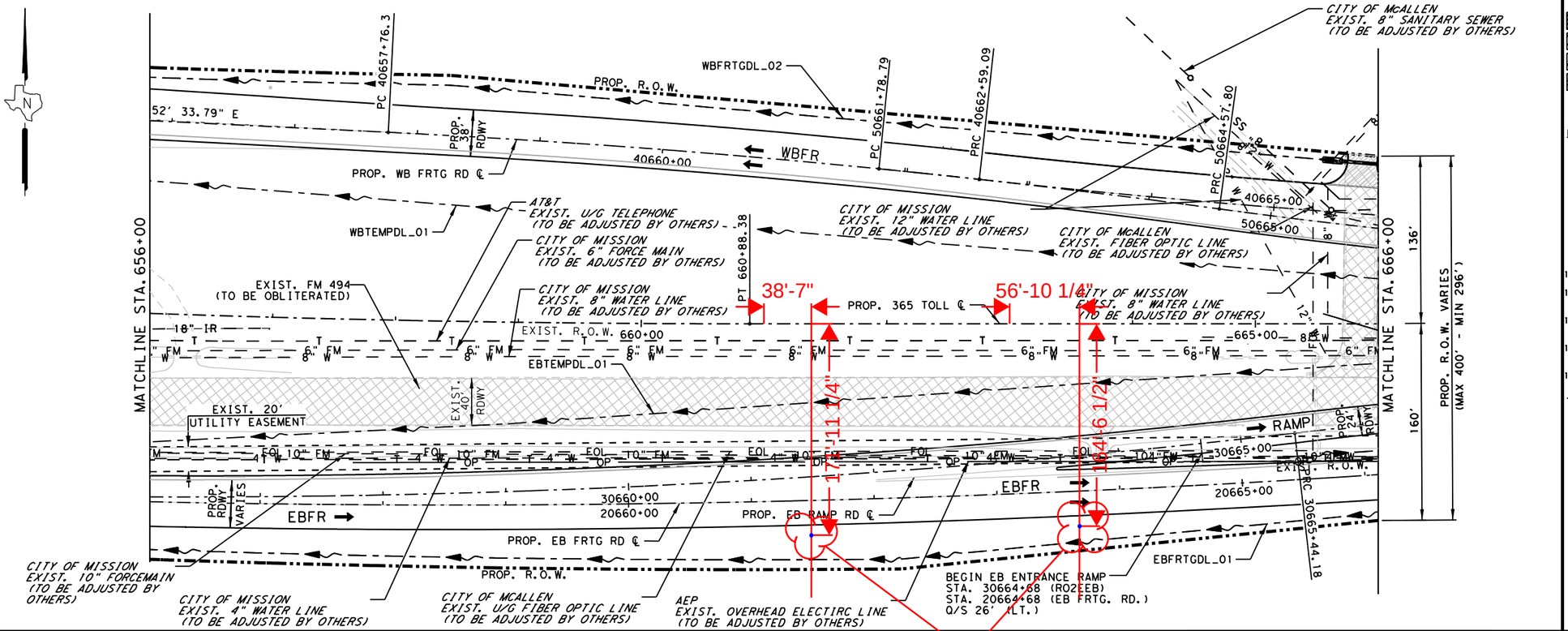
365 TOLL
PROPOSED ROADWAY ILLUMINATION
STA 649+00 TO STA 669+00

SCALE: 1" = 100'
SHEET 1 OF 48

REV:	DATE:	EOR:
0	06/16/2017	CS
1	12/07/2022	JB

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1787

DATE:
FILE:



EXIST. & PROP. CENTERLINE AND PROP. CENTER DITCH

*SEE HYDRAULIC SHEETS FOR PAY ITEMS

LEGEND:

- PROP. CONC. PLUG (NON-PAY ITEM)
- EXIST. RDWY. TO BE OBLITERATED
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/ TURNOUT TABLE FOR SET's & PIPE QUANTITIES)
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- PROP. BRICK PAVERS
- DRAINAGE STR. ID.
- DIRECTION OF FLOW IN DITCH

NOTES:

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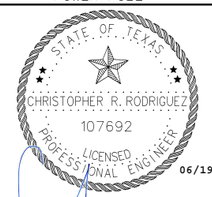
14. FOR ADDITIONAL CASINGS REFER TO TRAFFIC MANAGEMENT SYSTEM SHEETS

- PROPOSED DITCH LINE
- X — EXISTING FENCE

EXISTING UTILITIES

- — — #W — # (DIAM INCH) WATER LINE
- — — #IR — (DIAM INCH) IRRIGATION LINE
- — — #FM — # (DIAM INCH) FORCE MAIN SANITARY SEWER LINE
- — — #SS — # (DIAM INCH) SANITARY SEWER LINE
- — — #G — # (DIAM INCH) GAS PIPELINE
- — — FOL — UNDERGROUND FIBER OPTIC CABLE
- — — T — UNDERGROUND TELEPHONE LINE
- — — C — UNDERGROUND CABLE
- —OFOL— OVERHEAD FIBER OPTIC LINE
- —OP— OVERHEAD ELECTRIC LINE
- —OPT— OVERHEAD ELECTRIC W/ TELEPHONE LINE
- —HVTL— HIGH VOLTAGE TRANSMISSION LINE
- — — P — UNDERGROUND ELECTRIC LINE
- ● POWER POLE



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2017
Texas Department of Transportation

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83, Mercedes, TX. 78570, Phone : (956) 565-9813, Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10, Mission, TX. 78572, Phone : (956) 585-1909, Fax : (956) 585-1927

365 TOLL MAINLANES UTILITY AND DRAINAGE STA. 656+00 TO STA. 666+00

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

SHEET 3 OF 68

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		0921	02	368	365 TOLL
DW:		DIST	COUNTY		SHEET NO.
CK DW:		PHR	HIDALGO		931
TR:					
CK TR:					

DATE: 6/19/2017 6:42:20 PM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\roli.quintanilla\dms33767\SH365_0032_ML UD_01C.dgn

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

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

Texas Department of Transportation

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 8

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 732+94 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

(6G) ROW / UTILITIES KNOWN UNADJUSTED UTILITY
The 60" drill shafts from FM 494 Bent 2 are in conflict with placed 24" water line casing. The existing 24" RCP CL V water line casing would need to be removed and relayed using the same pipe. Estimated damaged pipe would need to be new RCP.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: ATTACHMENTS

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: $20,932

For TxDOT use only:

Days participating: _____

Amount participating: _____

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

RAMON NAVARRO IV, CONSTRUCTION ENG	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 8

Estimated Cost: $20,932

CCSJ: 0921-02-368

Paid by Invoice? (☒ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
464-6026	RC PIPE (CL V)(24 IN)	LF	65.99	4,975.00	328,300.25	5,119.00	337,802.81	9,502.56
496-6007	REMOV STR (PIPE)	LF	10.00	10,760.00	107,600.00	10,904.00	109,040.00	1,440.00
472-6006	REMOV&RE-LAY PIPE (24 IN)	LF	40.28	0.00	0.00	248.00	9,989.44	9,989.44
TOTALS					435,900.25		456,832.25	20,932.00

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

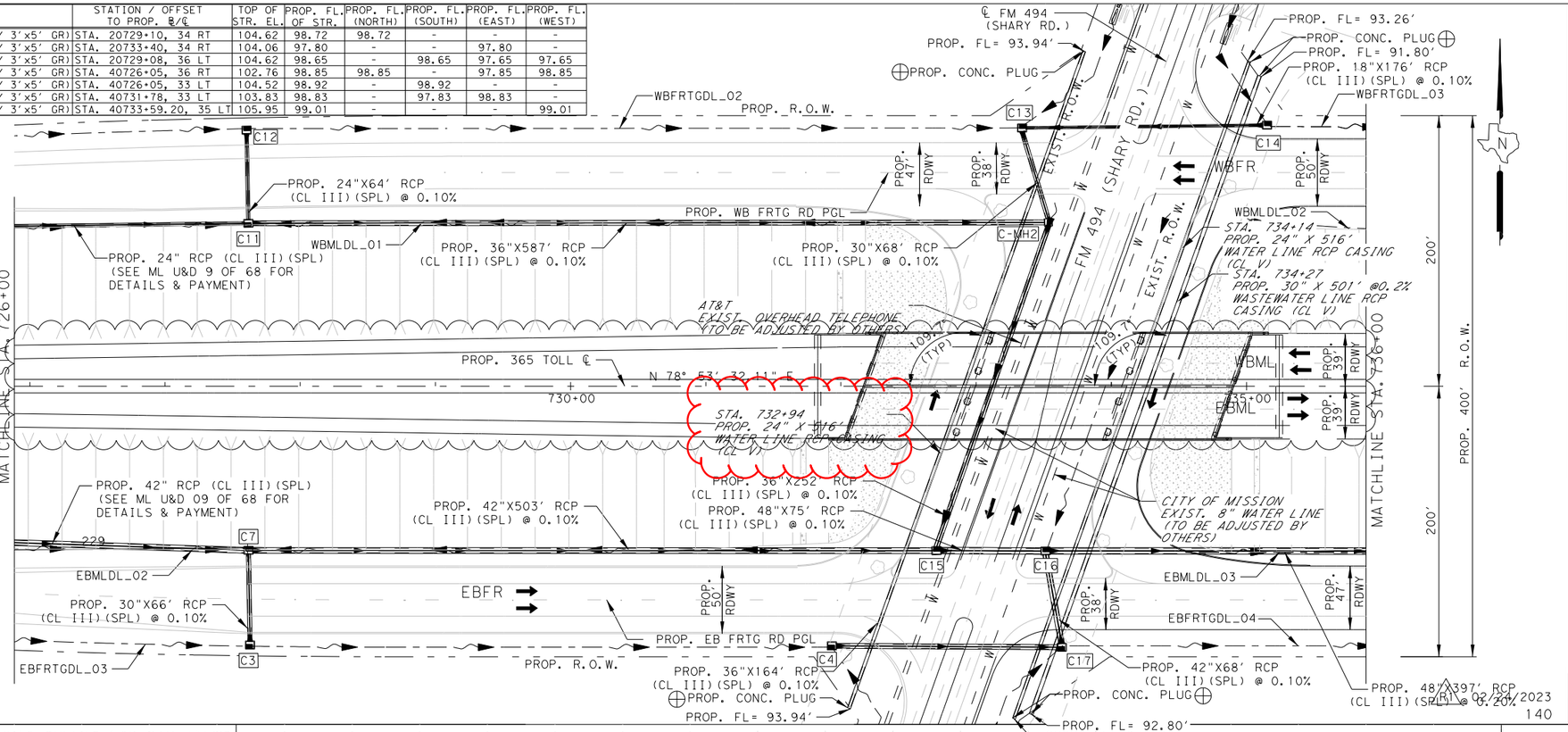
TABLE B: Contract Items (Continued) **CCSJ:** _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

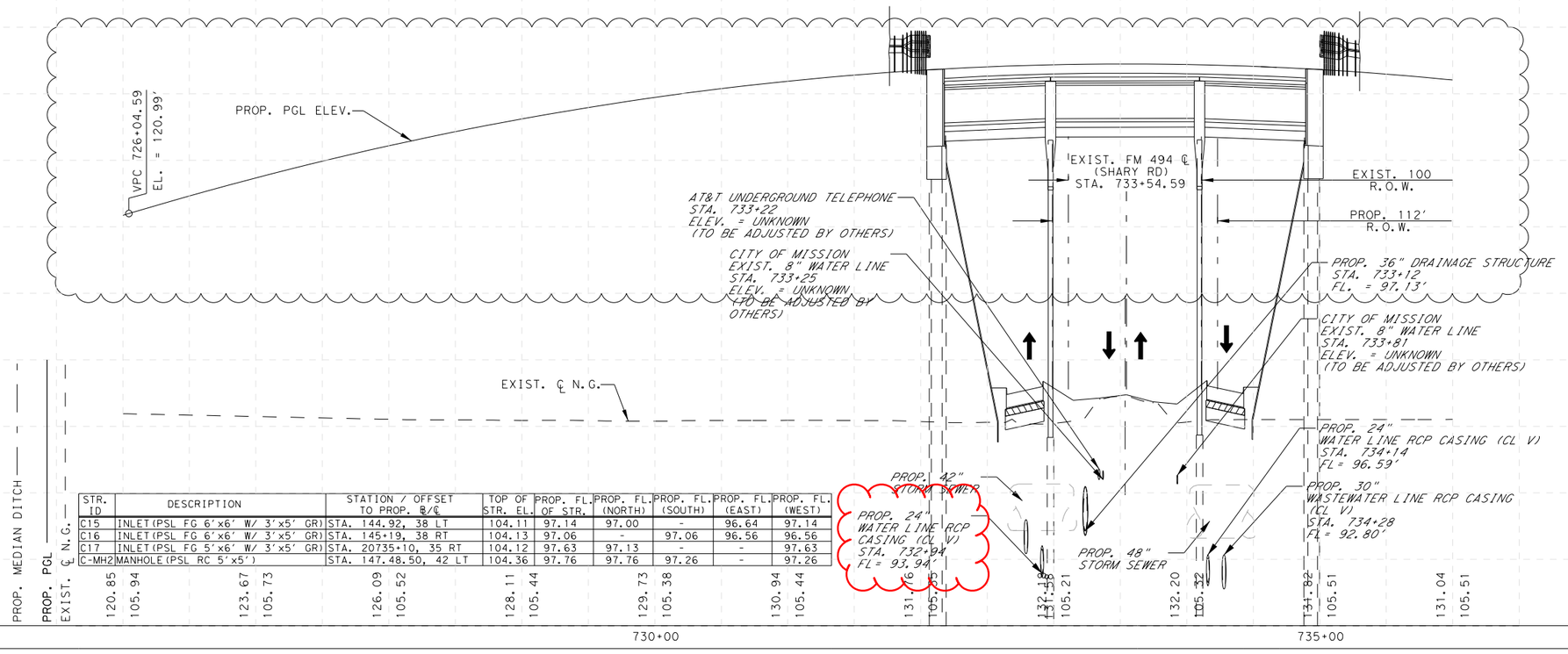
DATE RECEIVED: 02/24/2023
DATE ACCEPTED: 03/07/2024
BY: Samuel Saldivar, Jr.

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

STR. ID	DESCRIPTION	STATION / OFFSET TO PROP. ℄/℄	TOP OF STR. EL.	PROP. FL. OF STR.	PROP. FL. (NORTH)	PROP. FL. (SOUTH)	PROP. FL. (EAST)	PROP. FL. (WEST)
C3	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20729+10, 34 RT	104.62	98.72	98.72	-	-	-
C4	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20733+40, 34 RT	104.06	97.80	-	-	97.80	-
C7	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20729+08, 36 LT	104.62	98.65	-	98.65	97.65	97.65
C11	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40726+05, 36 RT	102.76	98.85	98.85	-	97.85	98.85
C12	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40726+05, 33 LT	104.52	98.92	-	98.92	-	-
C13	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40731+78, 33 LT	103.83	98.83	-	97.83	98.83	-
C14	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 40733+59.20, 35 LT	105.95	99.01	-	-	-	99.01



*SEE HYDRAULIC SHEETS FOR PAY ITEMS



STR. ID	DESCRIPTION	STATION / OFFSET TO PROP. ℄/℄	TOP OF STR. EL.	PROP. FL. OF STR.	PROP. FL. (NORTH)	PROP. FL. (SOUTH)	PROP. FL. (EAST)	PROP. FL. (WEST)
C15	INLET(PSL FG 6'x6' W/ 3'x5' GR)	STA. 144.92, 38 LT	104.11	97.14	97.00	-	96.64	97.14
C16	INLET(PSL FG 6'x6' W/ 3'x5' GR)	STA. 145+19, 38 RT	104.13	97.06	-	97.06	96.56	96.56
C17	INLET(PSL FG 5'x6' W/ 3'x5' GR)	STA. 20735+10, 35 RT	104.12	97.63	97.13	-	-	97.63
C-MH2	MANHOLE(PSL RC 5'x5')	STA. 147.48.50, 42 LT	104.36	97.76	97.76	97.26	-	97.26

LEGEND:

- PROP. CONC. PLUG (NON-PAY ITEM)
- EXIST. RDWY. TO BE OBLITERATED
- PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/ TURNOUT TABLE FOR SET's & PIPE QUANTITIES)
- PROP. CONC. RIPRAP
- PROP. BRICK PAVERS
- ## DRAINAGE STR. ID.
- DIRECTION OF FLOW IN DITCH

NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP CENTERLINE DATA.
2. ALL RCP SHALL BE CL III UNLESS OTHERWISE NOTED.
3. ALL OFFSETS GIVEN ARE TO THE CENTER OF THE STRUCTURE.
4. RECONNECTION OF EXISTING STORM DRAIN SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
5. SEE "HYDRAULIC DATA SHEETS FOR PAYMENT OF ALL PROPOSED DRAINAGE STRUCTURES.
6. SEE DRAINAGE STRUCTURE STANDARD SHEETS FOR DESCRIPTION OF OFFSET IN STORM DRAIN TABLE.
7. FOR OTHER DITCH GRADES SEE DITCH PROFILE SHEETS.
8. SEE LATERAL X-SECTIONS FOR MORE DETAILED INFO.
9. ALL EXIST. UTILITY LINES THAT ARE TO BE ADJUSTED OR REMAIN IN PLACE ARE PROVIDED FOR INFORMATION ONLY.
10. REFER TO "INLET TY 'L1' CONNECTON DETAILS" FOR STRUCTURE DETAILS.
11. ANY DISCREPANCIES IN MANHOLE/INLET ELEVATIONS BETWEEN U&D SHEETS AND HYDRAULIC DATA SHEETS, HYDRAULIC DATA SHEETS SHALL GOVERN.
12. CAST IN PLACE INLET/MANHOLE ELEVATIONS SHALL BE FIELD VERIFIED BEFORE CASTING OPERATIONS BEGIN. ANY ADJUSTMENTS SHALL BE SUBSIDIARY TO BID ITEMS.
13. PRE-CAST INLETS THAT REQUIRE ELEVATION ADUSTMENTS DUE TO DIFFERING FIELD CONDITIONS SHALL BE SUBSIDIARY TO BID ITEMS.
14. FOR ADDITIONAL CASINGS REFER TO TRAFFIC MANAGEMENT SYSTEM SHEETS

- PROPOSED DITCH LINE
- X EXISTING FENCE

EXISTING UTILITIES

- #W — # (DIAM INCH) WATER LINE
- #IR — (DIAM INCH) IRRIGATION LINE
- #FM — # (DIAM INCH) FORCE MAIN SANITARY SEWER LINE
- #SS — # (DIAM INCH) SANITARY SEWER LINE
- #G — # (DIAM INCH) GAS PIPELINE
- FOL — UNDEGROUND FIBER OPTIC CABLE
- T — UNDERGROUND TELEPHONE LINE
- C — UNDERGROUND CABLE
- OFOL — OVERHEAD FIBER OPTIC LINE
- OP — OVERHEAD ELECTRIC LINE
- OPT — OVERHEAD ELECTRIC W/ TELEPHONE LINE
- HVTL — HIGH VOLTAGE TRANSMISSION LINE
- P — UNDERGROUND ELECTRIC LINE
- POWER POLE

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.

R1 02/20/2023

OTHON INC.
F-1471

STATE OF TEXAS
MICHAEL Z. LIANG
115839
LICENSED PROFESSIONAL ENGINEER

2/28/23

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-0018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL MAINLANE UTILITY AND DRAINAGE STA. 726+00 TO STA. 736+00

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

SHEET 10 OF 68

REV:	DATE:	BY:
0	09/26/2017	CR
1	02/24/2023	ML

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		938

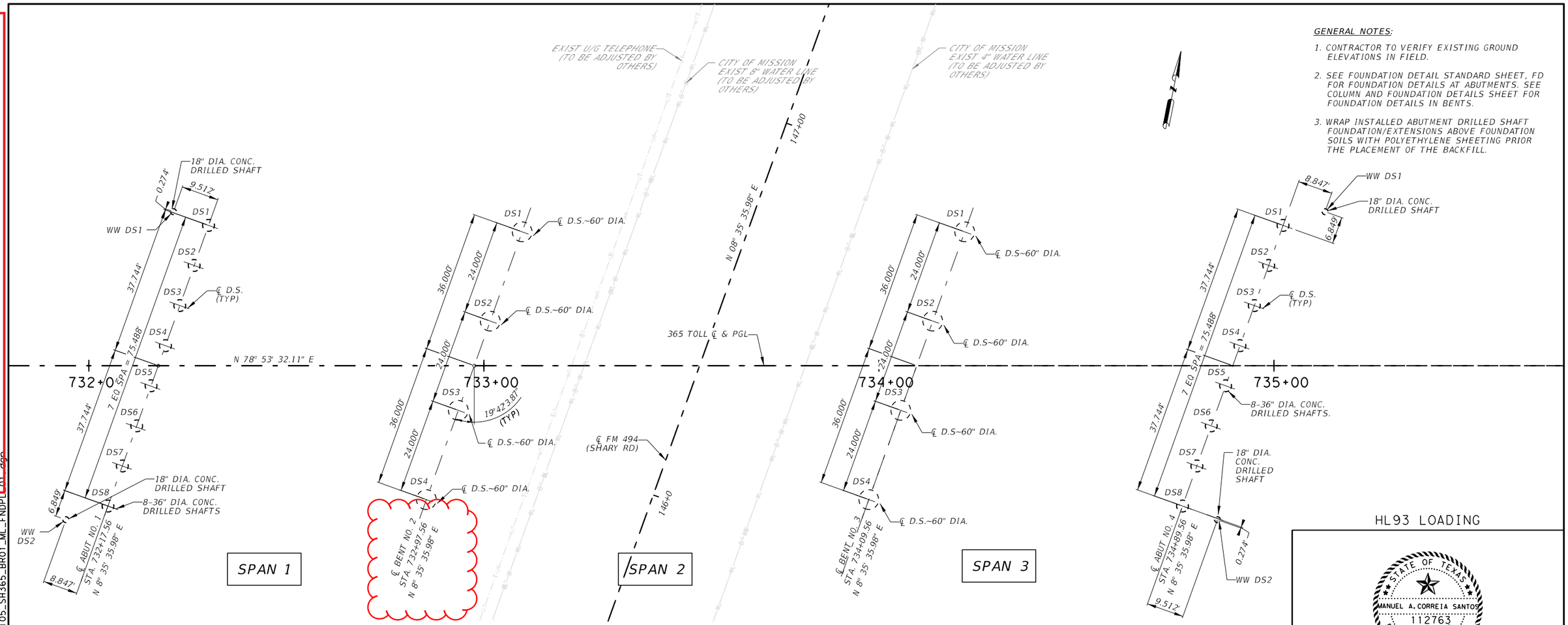
DATE: 24/02/2023 10:13:18
FILE: c:\projectwise\dannenbaum-hcrma\workdir\sgonzalez\dms74251\SH365_0030PCI_ML_UD_07.dgn

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE; MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).

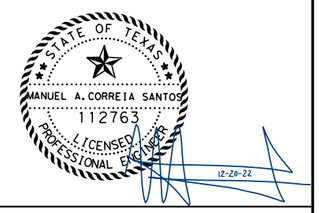
DATE RECEIVED: 12/22/2022
DATE ACCEPTED: 01/04/2023
BY: Samuel Saldivar, Jr.

GENERAL NOTES:

1. CONTRACTOR TO VERIFY EXISTING GROUND ELEVATIONS IN FIELD.
2. SEE FOUNDATION DETAIL STANDARD SHEET, FD FOR FOUNDATION DETAILS AT ABUTMENTS. SEE COLUMN AND FOUNDATION DETAILS SHEET FOR FOUNDATION DETAILS IN BENTS.
3. WRAP INSTALLED ABUTMENT DRILLED SHAFT FOUNDATION/EXTENSIONS ABOVE FOUNDATION SOILS WITH POLYETHYLENE SHEETING PRIOR THE PLACEMENT OF THE BACKFILL.



HL93 LOADING



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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OTHON ENGINEERING
FIRM REGISTRATION NO. F-1471

FOUNDATION LAYOUT

365 TOLL OVERPASS AT FM 494

SCALE: 1"= 25'

SHEET 1 OF 1

REV:	DATE:	EOR:
0	12/20	MC

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL

DIST	COUNTY	SHEET NO.
PHR	HIDALGO	1235

DATE: 21/12/2022 12:33:06
FILE: c:\projectwise\dannenbaum-hcrma\workdir\sgonzalez\dms74796\0030_105_SH365_BR01_ML_FNDPL_01.dgn

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 752+36 to Sta. 760+66.11

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

[1E] DESIGN ERROR THAT RESULTED IN INEFFICIENCIES
Due to existing field conditions, the irrigation line from station 752+36.15 to 760 +66.11 increased from 18" Pressure Irrigation PVC pipe to 36" LHPP. CO#5 instrumented replacement to 36" LHPP. However, due to immediate material need and unavailability, a 30" LHPP was placed in lieu of 36".

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: 1181R; 1181A

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date

By

Typed/Printed Name

Typed/Printed Title

The following information must be provided

Time Ext. #: Days added on this C.O.: 0

Amt. added by this change order: ($1,782.00)

For TxDOT use only:

Days participating:

Amount participating:

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV / Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 9

Estimated Cost: -$1,782

CCSJ: 0921-02-368

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
4024-6004	RC LHPP(CLIII)(30")	LF	168.00	0.00	0.00	891.00	149,688.00	149,688.00
4024-6005	RC LHPP(CLIII)(36")	LF	170.00	1,631.00	277,270.00	740.00	125,800.00	- 151,470.00
TOTALS					277,270.00		275,488.00	- 1,782.00

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued)

CCSJ: _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

PULICE

CHANGE ORDER PROPOSAL

December 11, 2023

DCN: Pulice-HCRMA-0037

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
HC Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

FROM: Rafael Carmona
Project Manager
Pulice Construction Inc.
7902 S. 10Th Street,
McAllen, TX 78503

RE: **Project: CSJ 0039-02-063 – Change Order 30" LHPP**

SCOPE: The scope of this change is to adjust Irrigation items per RFI 82.

CHANGE JUSTIFICATION: Per RFI 82 due to existing field conditions, the irrigation line from station 752+36.15 to 760+66.11 increased the size and type of pipe from 18" Pressure Irrigation PVC pipe to 30" LHPP or 36" LHPP (Depending on material availability). On Change Order 5, the 18" PVC was replaced by 36" LHPP. However, due to material availability the 30 LHPP was installed instead. This change is to add the 30" LHPP to replace the 36" LHPP.

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED: RFI 85

CHANGE TO CONTRACT PRICE: We're requesting additional compensation for these changes as detailed below. The detail breakdown of this amount is included with the change order for your information.

Item	Description	Unit	Unit Price	Projected Qty	CO Qty	Revised Qty	CO Amount
4024 6004	RC LHPP (CL III) (30")	LF	$ 170.00	0.00	891.00	891.00	$ 151,470.00
4024 6005	RC LHPP (CL III) (36")	LF	$ 170.00	1,631.00	-891.00	740.00	- $ 151,470.00
							$ 0.00

CHANGE TO CONTRACT TIME: No additional time requested with this work.

If you have any questions or need additional information, please contact me at (346) 324-0781.

Sincerely,

Rafael Carmona
Project Manager
Pulice Construction Inc.

RECEIVED
By Ramon Navarro IV, P.E. at 3:10 pm, Jun 12, 2023

HCRMA HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PULICE

REQUEST FOR INFORMATION
No. HCRMA 365.RFI.082

TITLE: Sheet 1181 Discrepancy in RCP Size
PULICE PROJECT: 62-016-HCRMA 365 TOLL
OWNER PROJECT: CSJ: 0921-02-368

DATE: 6/12/2023
RESPONSE REQUIRED BY: 6/19/2023

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

WORK IMPACT: [X] YES [ ] NO **SCHEDULE IMPACT:** [X] YES [ ] NO **COST IMPACT:** [X] YES [ ] NO

REQUEST: Please see attached IOC RFI regarding sheet 1181 and 1181A discrepancies. Can the HCRMA please confirm that the proposed pipe should be 18" even though the existing pipe is 30" and not 18" as called in the plans? Also, can the HCRMA confirm the size of the standpipe if there is a change in size to the pipe? Thank you.

REF. DRAWINGS: 1181, 1181A

REQUESTED BY: Thomas Rodriguez **DATE:** 6/12/2023

ANSWER:

See attached revisions to plan sheets 1181 and 1181A showing 30in RCLHPP in place of the planned 18in PVC. If material availability of 30in RCLHPP is an issue, 36in RCLHPP is an acceptable substitution. Use of 36in RCLHPP may also require 48in stand pipes at the tie-in locations.

ANSWER SIGNED BY: **DATE:** 06/26/2023

CC:
- Sergio Mandujano - HCRMA
- Ronald Reyes -HCRMA
- Rafael Carmona - Pulice
- Jose Rivera - Pulice
- Luis Salinas - Pulice

IOC Company, LLC
9312 E Curve Rd
Edinburg, Texas 78542
956-380-2897

Request For Information: _____ **RFI#** **53**

Date: **6/8/2023**

To: **Pulice**

Attn: **Rafael Carmona**

Project Name: **HCRMA TOLLWAY 365**

Reference: **Sheet 1181 & 1181A**

Questions:

Page 1181 & 1181A calls out for existing 18" irrigation, existing there is a 30" line. Also, please advise
on the size of stand pipe to install due to the line being 30 and proposed stand pipe calls out for 36.

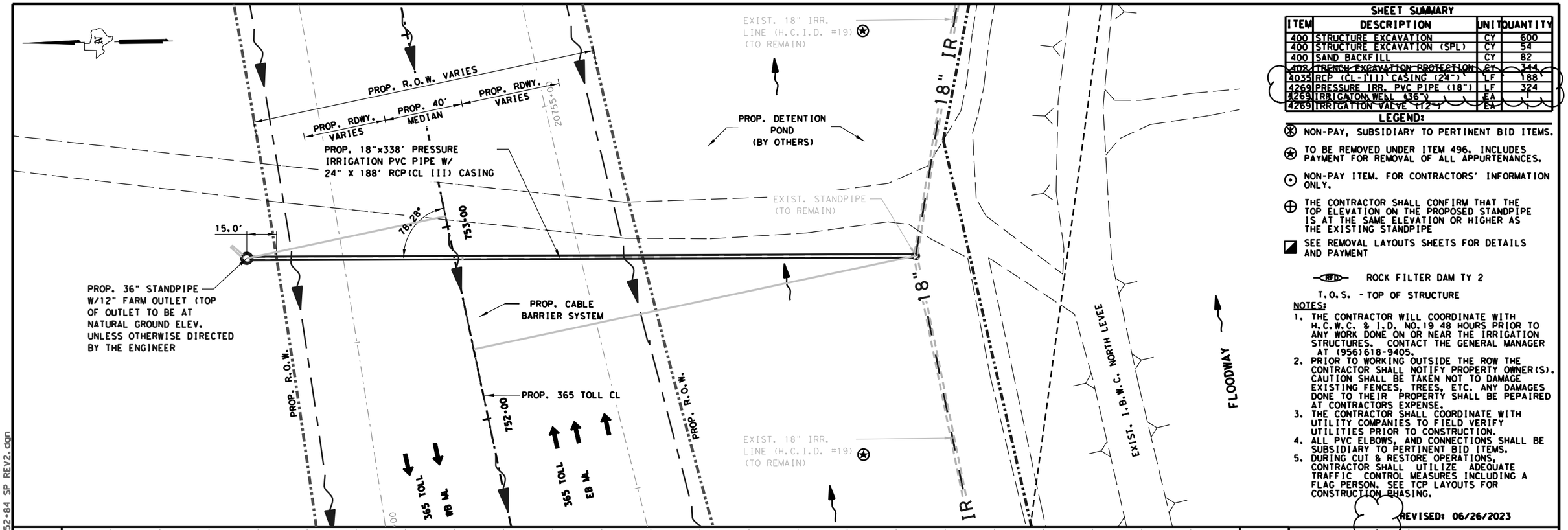
Attachments: **2 Attachement**

Requested By: **Julian A. Cortez** **Date:** **6/8/2023**

Response:

Attachements: _____

Response by: _____ **Date:** _____



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCTURE EXCAVATION	CY	600
400	STRUCTURE EXCAVATION (SPL)	CY	54
400	SAND BACKFILL	CY	82
402	TRENCH EXCAVATION PROTECTION	CY	344
4035	RCP (CL-III) CASING (24")	LF	188
4269	PRESSURE IRR. PVC PIPE (18")	LF	324
4269	IRRIGATON WEAL (36")	EA	1
4269	IRRIGATION VALVE (12")	EA	1

LEGEND:

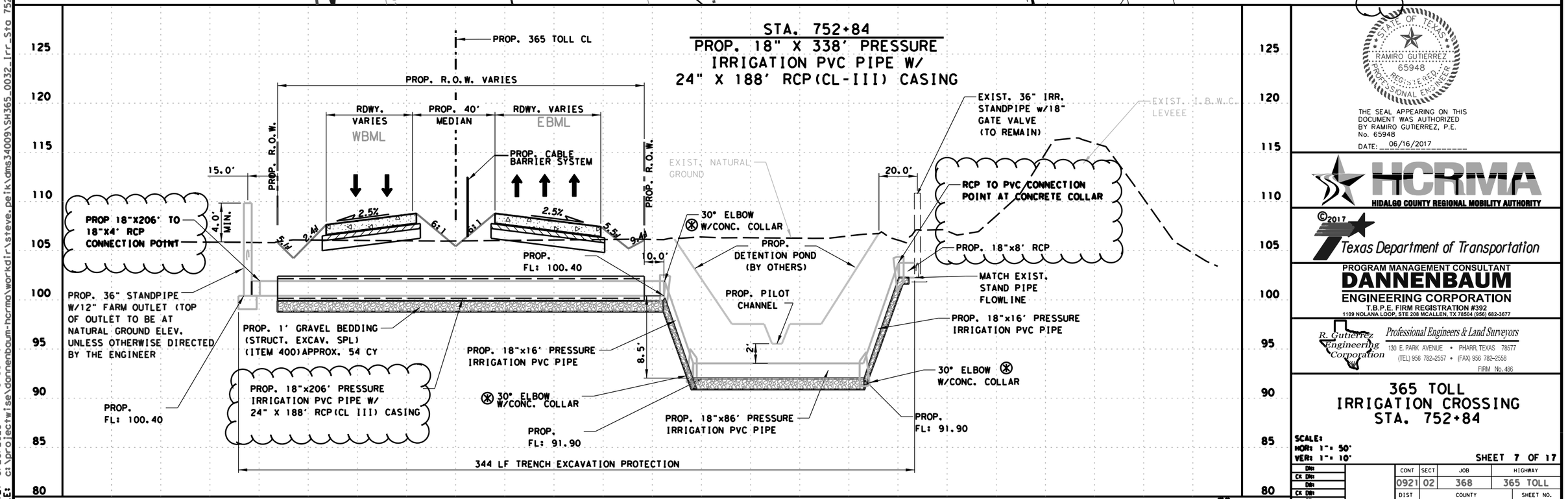
- ⊛ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- ⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.
- ⊕ THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPE IS AT THE SAME ELEVATION OR HIGHER AS THE EXISTING STANDPIPE
- ◪ SEE REMOVAL LAYOUTS SHEETS FOR DETAILS AND PAYMENT
- RFD ROCK FILTER DAM TY 2

T.O.S. - TOP OF STRUCTURE

NOTES:

1. THE CONTRACTOR WILL COORDINATE WITH H.C.W.C. & I.D. NO.19 48 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES. CONTACT THE GENERAL MANAGER AT (956)618-9405.
2. PRIOR TO WORKING OUTSIDE THE ROW THE CONTRACTOR SHALL NOTIFY PROPERTY OWNER(S). CAUTION SHALL BE TAKEN NOT TO DAMAGE EXISTING FENCES, TREES, ETC. ANY DAMAGES DONE TO THEIR PROPERTY SHALL BE PEPAIRED AT CONTRACTORS EXPENSE.
3. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
4. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
5. DURING CUT & RESTORE OPERATIONS, CONTRACTOR SHALL UTILIZE ADEQUATE TRAFFIC CONTROL MEASURES INCLUDING A FLAG PERSON. SEE TCP LAYOUTS FOR CONSTRUCTION PHASING.

REVISED: 06/26/2023



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMIRO GUTIERREZ, P.E. No. 65948
DATE: 06/16/2017

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

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

365 TOLL IRRIGATION CROSSING STA. 752+84

SCALE:
HOR: 1"= 50'
VER: 1"= 10'

SHEET 7 OF 17

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		1181
TR:				
CK TR:				

DATE: 6/26/2023 11:13:58 AM
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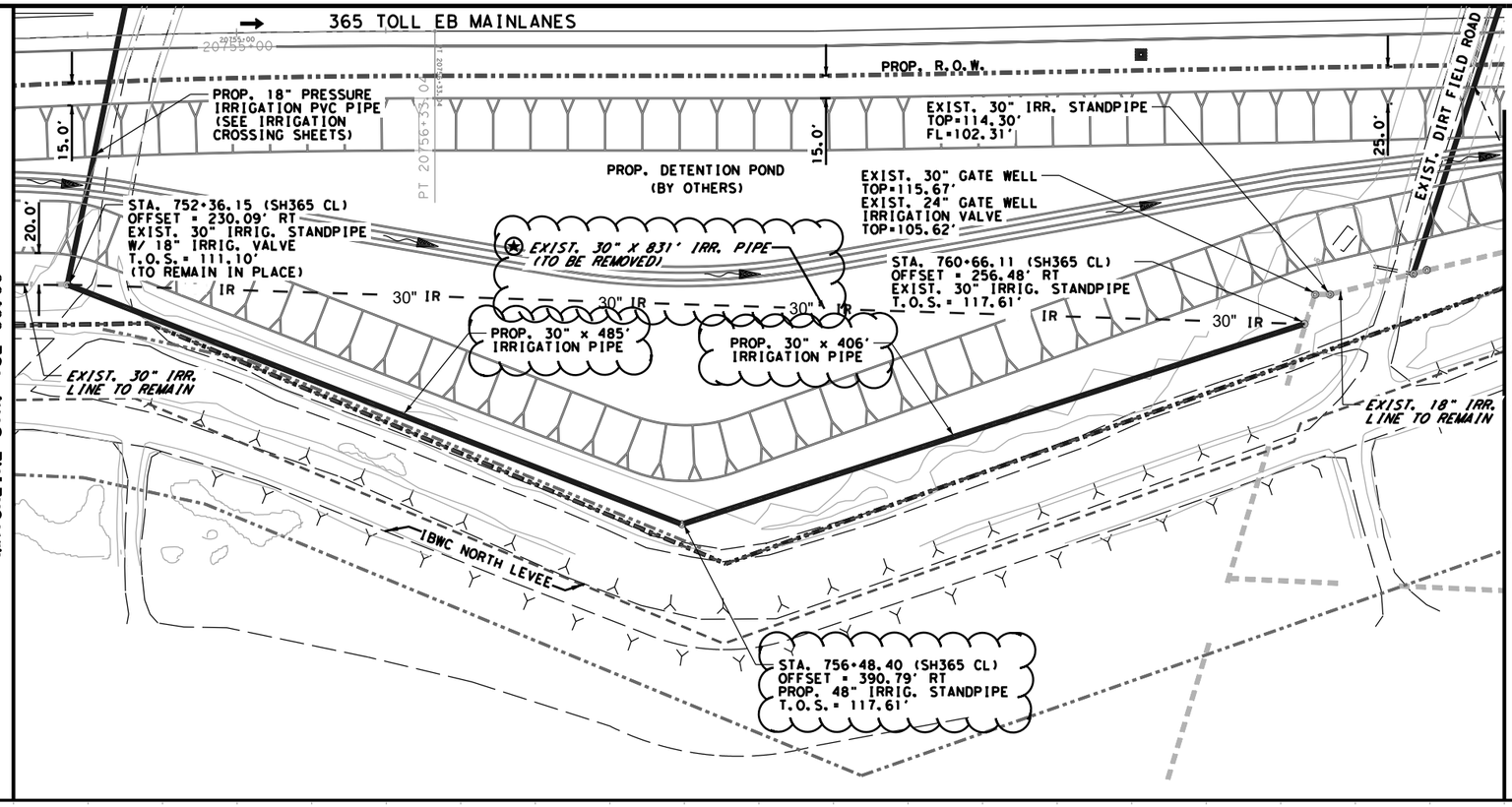

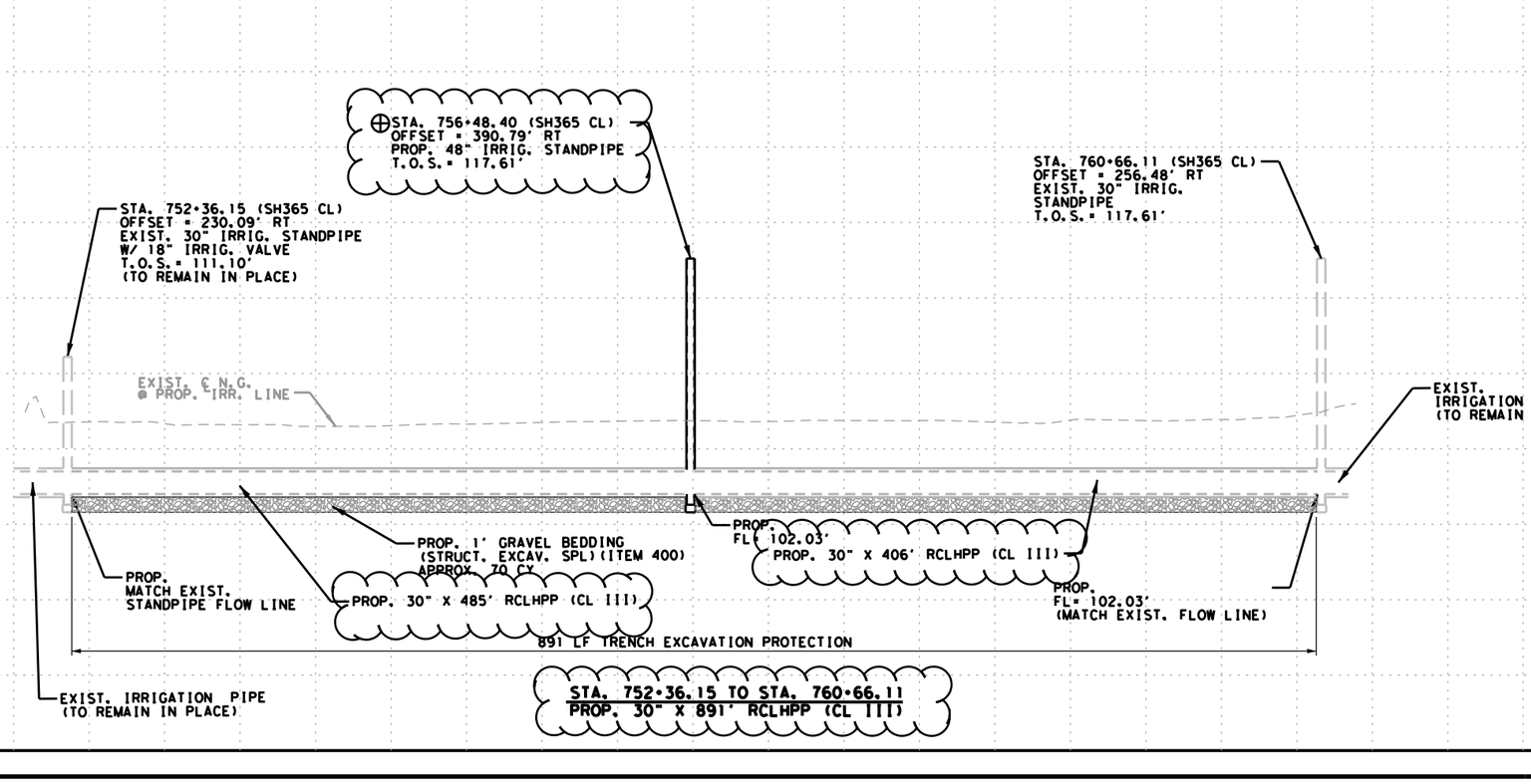

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
⊛ 400	STRUCTURE EXCAVATION (NON-PAY)	CY	460
400	STRUCTURE EXCAVATION (SPL)	CY	70
400	SAND BACKFILL	CY	300
402	TRENCH EXCAVATION PROTECTION	LF	891
⊛ 496	REMOV STR (PIPE)	LF	831
1007	IRRIGATION WELL (48")	EA	1
4024	RCLHPP (CL III) (30")	LF	891

LEGEND:

⊛ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.

⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.

⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.

⊕ THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPE IS AT THE SAME ELEVATION OR HIGHER AS THE EXISTING STANDPIPE

◪ SEE REMOVAL LAYOUTS SHEETS FOR DETAILS AND PAYMENT

RFD ROCK FILTER DAM TY 2

T.O.S. - TOP OF STRUCTURE

NOTES:

1. THE CONTRACTOR WILL COORDINATE WITH H.C.W.C. & I.D. NO.19 48 HOURS PRIOR TO ANY WORK DONE ON OR NEAR THE IRRIGATION STRUCTURES. CONTACT THE GENERAL MANAGER AT (956)618-9405.
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A2 REVISED DATE: 09/24/2021

A2 REVISED DATE: 06/22/2023

STATE OF TEXAS
DAVID A. SAENZ
102365
LICENSED PROFESSIONAL ENGINEER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
3100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

365 TOLL
IRRIGATION CROSSING
STA. 752+36.15 TO STA. 760+66.11

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

SHEET 7A OF 17

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1181A

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INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 10

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 1015+50 to Sta. 1086+50

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

[1E] Error - Design error that resulted in inefficiencies
Pertinent plan sheets depicted traffic control plan implementing portable concrete traffic barriers and crash cushion appurtenances for safety of traveling public; however, items were not in included in estimate.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: attachments

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date

By

Typed/Printed Name

Typed/Printed Title

The following information must be provided

Time Ext. #: Days added on this C.O.: 0

Amt. added by this change order: $249, 919.32

For TxDOT use only:

Days participating:

Amount participating:

Signature Date

Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV / Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 10

Estimated Cost: $249,919.32

CCSJ: 0921-02-368

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)	LF	77.37	334.00	25,841.58	1,530.00	118,376.10	92,534.52
545-6001	CRASH CUSH ATTEN (INSTAL)	EA	37,228.22	7.00	260,597.54	11.00	409,510.42	148,912.88
545-6003	CRASH CUSH ATTEN (MOVE & RESE	EA	2,117.98	0.00	0.00	4.00	8,471.92	8,471.92
TOTALS					286,439.12		536,358.44	249,919.32

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued) CCSJ: _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
The "Totals" from Table B of the previous work sheet:					286,439.12		536,358.44	249,919.32
TOTALS					286,439.12		536,358.44	249,919.32

CHANGE ORDER PROPOSAL

PULICE

RE: **Project: CSJ 0039-02-063 – Change Order TCP Jackson and Cage**

SCOPE: The scope of this change is to adjust TCP items per the response to RFI 130.

CHANGE JUSTIFICATION: Per the response to RFI 82, the Portable CTB shown on sheets 202 and 205 should

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED: RFI 85

CHANGE TO CONTRACT PRICE: We're requesting additional compensation for these changes as detailed

Item	Description	Unit	Unit Price	Current Qty	CO Qty	Revised Qty	CO Amount
512 6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LF	$77.37	334.00	1,166.00	1,500.00	$ 90,213.42
545 6001	CRASH CUSH ATTEN (INSTL)	EA	$37,228.22	7.00	4.00	11.00	$ 148,912.88
							$ 239,126.30

CHANGE TO CONTRACT TIME: No additional time requested with this work.

REQUEST FOR INFORMATION

No. HCRMA 365.RFI.130

TITLE: CTB Item & Crash Cushion Clarification used on Jackson & Cage **DATE:** 11/15/2023

PULICE PROJECT: 62-016-HCRMA 365 TOLL **RESPONSE REQUIRED BY:** 11/22/2023

OWNER PROJECT: CSJ: 0921-02-368

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

WORK IMPACT: [x] YES [ ] NO **SCHEDULE IMPACT:** [x] YES [ ] NO **COST IMPACT:** [x] YES [ ] NO

REQUEST: Please advise if we can use Item 512-6001 (CTB SGL SLOPE TY 1) instead of CTB TY 2 for specified areas on sheets 202 & 205. In addition, what type of crash cushion will be used at cage (Sheet 205)? Is it the same REACT 350 (Sheet 653)?. Thanks.

REF. DRAWINGS: 202,205,653

REQUESTED BY: Luis Escalera **DATE:** 11/15/2023

ANSWER: Please see red-lined sheet for response.

RECEIVED
By Ramon Navarro IV, P.E. at 4:01 pm, Nov 15, 2023

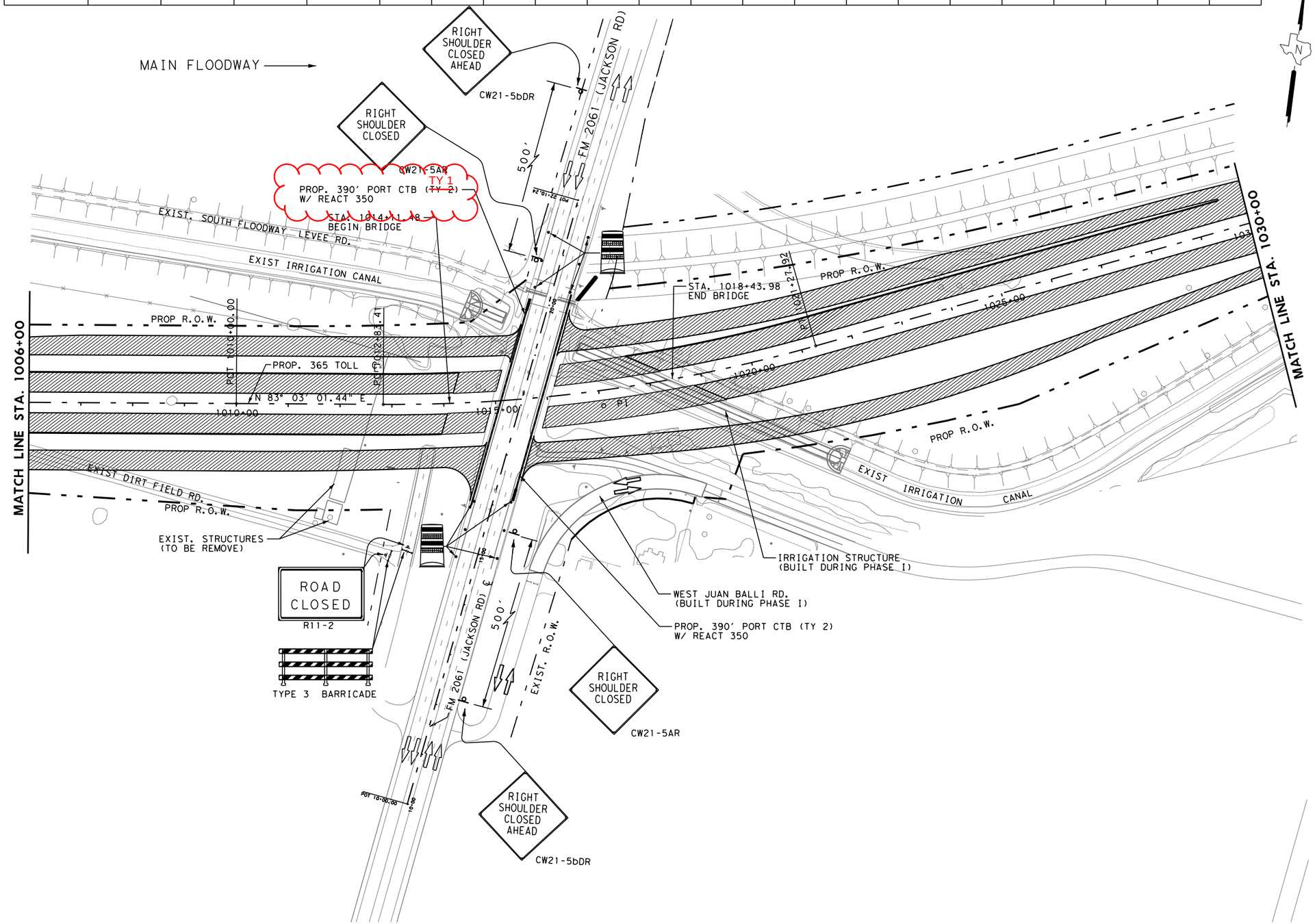
ANSWER SIGNED BY: **DATE:** 12/5/2023

CC:

- **Sergio Mandujano - HCRMA**
- **Ronald Reyes -HCRMA**
- **Rafael Carmona - Pulice**
- **Jose Rivera - Pulice**
- **Thomas Rodriguez - Pulice**
- **Paola Morales - Pulice**
- **Luis Salinas - Pulice**

SHEET SUMMARY

STATION LIMITS LOCATION	ITEM 508	ITEM 512	ITEM 512	ITEM 512	PAVEMENT MARKINGS (ITEM 662)												ITEM 677					
					NON-REMOVABLE							REMOVABLE					ELIMINATING EXISTING PAVEMENT MARKINGS					
	CONSTRUCTING DETOURS (STA)	PORT CTB (FUR & INST) (SNGL SLP) (TY ~~2~~ 1) (LF)	PORT CTB (MOVE) (SNGL SLP) (TY 2) (LF)	PORT CTB (REMOVE) (SNGL SLP) (TY ~~2~~ 1) (LF)	4"WHITE SOLID (LF)	8"WHITE SOLID (LF)	24"WHITE SOLID (LF)	WORD (EA)	ARROW (EA)	4"YELLOW SOLID (LF)	4"YELLOW BROKEN (LF)	4"WHITE (DOT) (LF)	4"WHITE SOLID (LF)	4"YELLOW (DOT) (LF)	4"YELLOW SOLID (LF)	4"PAV'MT MARKINGS (LF)	8"PAV'MT MARKINGS (LF)	12"PAV'MT MARKINGS (LF)	24"PAV'MT MARKINGS (LF)	WORD (EA)	ARROW (EA)
FM 2061 (JACKSON RD)		780		780																		
TOTAL		780		780																		



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

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

NOTES:

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

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
Guillermo Arratia, P.E.
9/12/17

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

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

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

SCALE:
HOR: 1"= 100'
VERT: 1"= 200'

SHEET 11 OF 23

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

DATE: 9/8/2017 10:21:17 AM
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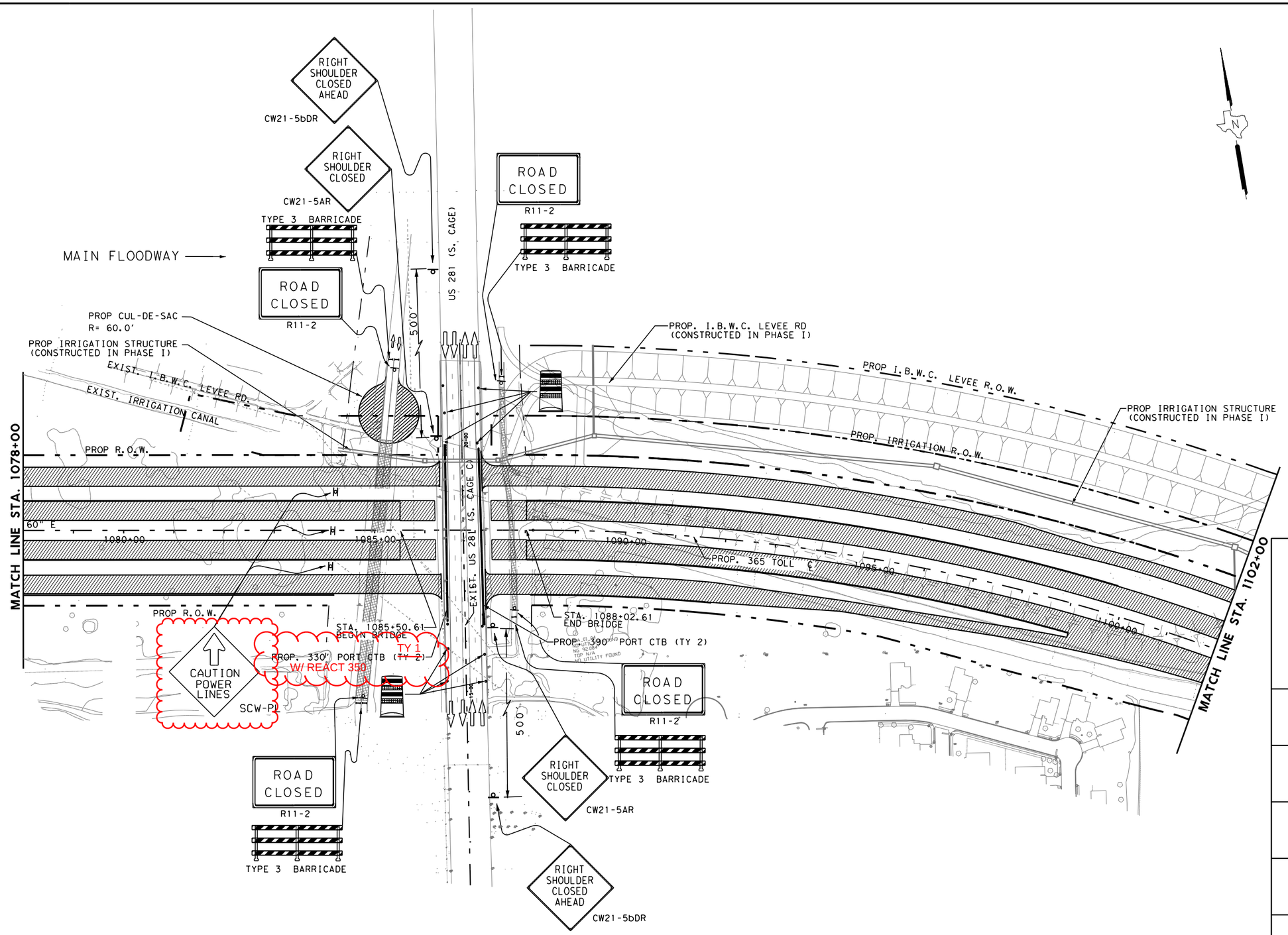

LEGEND	
▨	CONSTRUCTION PHASE
A	WORK ZONE PVMT MARK (NON-REM) 4" WHITE SOLID
B	WORK ZONE PVMT MARK (NON-REM) 4" YELLOW SOLID
B B	WORK ZONE PVMT MARK (NON-REM) 4" DOUBLE YELLOW SOLID W/ ONE TY II-A-A PAVMENT MARKER SPACED AT EVERY 40'
C	WORK ZONE PVMT MARK (REM) 4" WHITE SOLID
D	WORK ZONE PVMT MARK (REM)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

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3. FOR SIGN SPACING, SEE BC (2)-14.

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
9/12/17

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 280 MCALLEN, TX 78504 (956) 682-3677

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

365 TOLL PHASE II-STAGE 1 TRAFFIC CONTROL PLAN LAYOUT SHEETS STA. 1072+00 TO STA. 1102+00

SCALE: 1"= 200'

SHEET 14 OF 23

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

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		205

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DATE: 6/16/2017 2:59:20 PM
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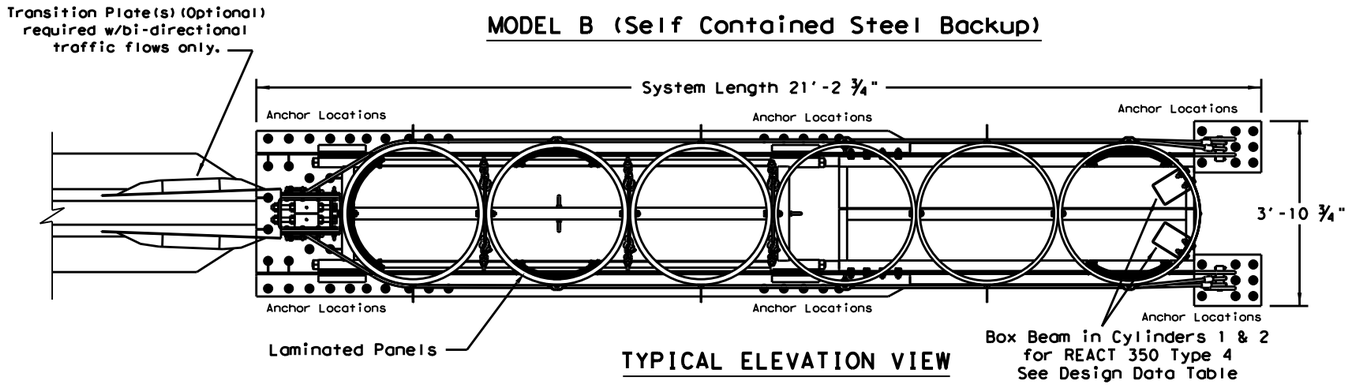
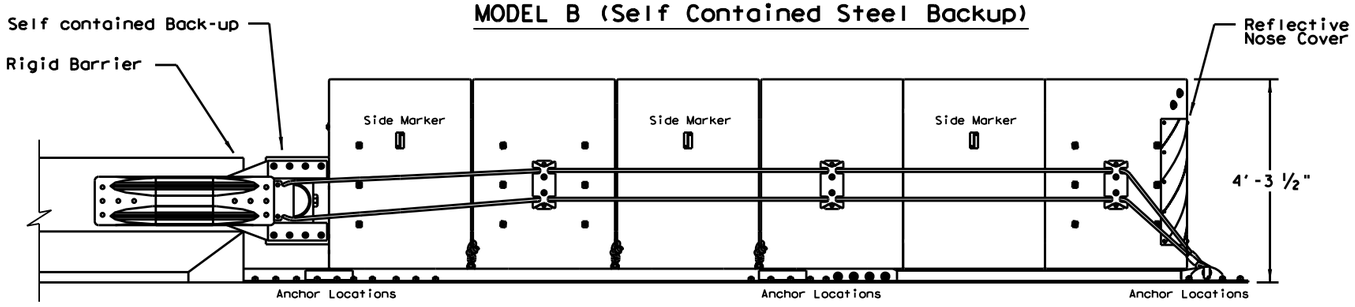
TYPICAL PLAN VIEW

MODEL B (Self Contained Steel Backup)



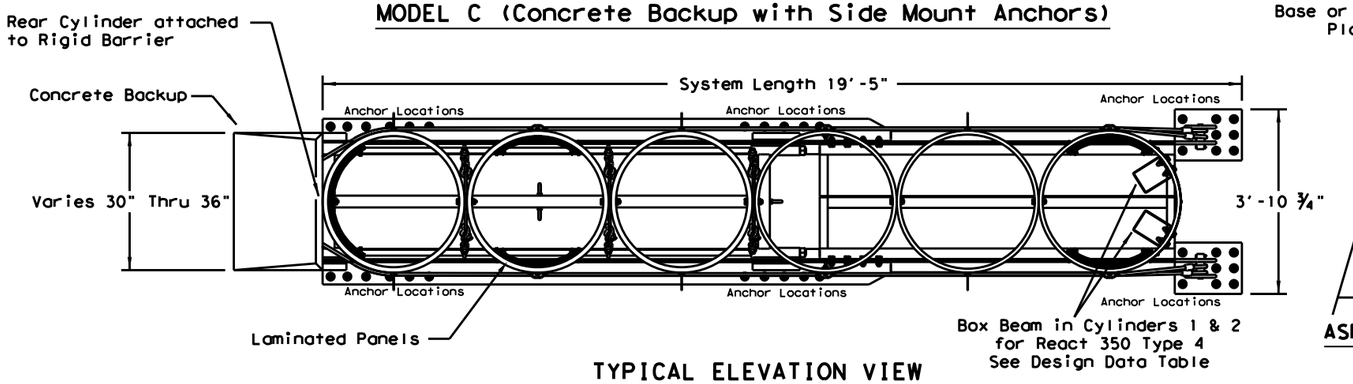
TYPICAL ELEVATION VIEW

MODEL B (Self Contained Steel Backup)



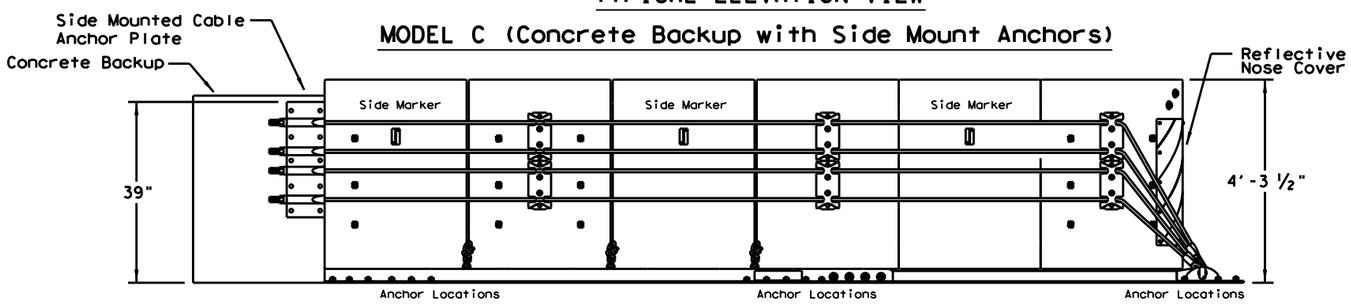
TYPICAL PLAN VIEW

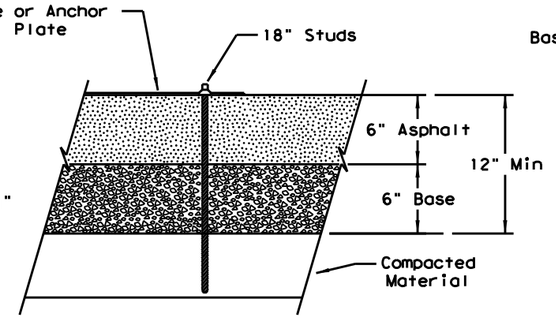
MODEL C (Concrete Backup with Side Mount Anchors)



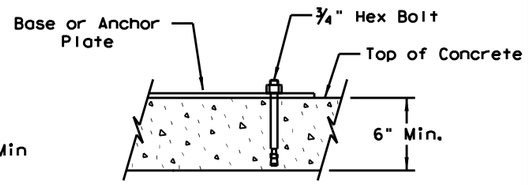
TYPICAL ELEVATION VIEW

MODEL C (Concrete Backup with Side Mount Anchors)

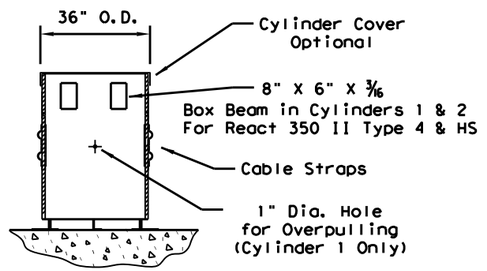




ASPHALT PAVEMENT DETAIL



CONCRETE PAVEMENT DETAIL



TYPICAL CYLINDER

GENERAL NOTES

1. For specific information regarding installation and technical guidance of the system, contact: Trinity Highway - Energy Absorption at 1(888)323-6374. 70 W. Madison St. Suite 2350. Chicago, IL 60602
2. The nose of the REACT 350 shall be clad with a plastic wrap with standard delineation adhered to the wrap and shall have a series of side marker reflectors on both sides of the unit. See site plan views for marker and plastic wrap color orientation.
3. All steel components to be hot dipped galvanized except stakes, drive spikes, threaded bolts in backup unit, and wedge fittings on cables.
4. The installation area should be free from curbs, elevated objects, or depressions. If the REACT system is to span expansion joints contact the manufacturer.
5. The REACT system should be approximately parallel with the barrier or ℄ of merging barriers. The maximum permissible cross-slope is 8%.
6. REACT 350 II has laminated panels in cyliners 1, 5, & 6.

DESIGN DATA TABLE FOR REACT 350 AND REACT 350 II				
TYPE	REACT 350 4-B	REACT 350 4-C	REACT 350 II 6-B	REACT 350 II 6-C
Test Level	TL-2	TL-2	TL-3	TL-3
OVERALL LENGTH	15'-3"	13'-9"	21'-3"	19'-5"

FOUNDATION AND ANCHORAGE TABLE FOR REACT 350 AND REACT 350 II			
FOUNDATION TYPE		MINIMUM THICKNESS	ANCHORAGE
A	CONCRETE PAD OR ROADWAY	6"	MP-3 WITH 7" STUDS [5.5" EMBEDMENT]
B	ASPHALT OVER CONCRETE PAVEMENT	6" CONCRETE PAVEMENT	ANCHOR LENGTH REQUIRED IS 7" STUD PLUS ASPHALT THICKNESS
C	ASPHALT OVER BASE	6" ACP + 6" BASE	MP-3 WITH 18" STUDS [16.5" EMBEDMENT]
D	ASPHALT ONLY	8"	MP-3 WITH 18" STUDS [16.5" EMBEDMENT]

Texas Department of Transportation

Design Division Standard

TRINITY HIGHWAY ENERGY ABSORPTION (REACT 350 NARROW) (REACT 350 II NARROW)

REACT(N)-16

FILE: reactn16.dgn	DN: TxDOT	CK: KM	DW: VP	CK: VP
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	368	365 TOLL
REVISED 06,2013 (VP) REVISED 03,2016 (VP)	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		653

LOW MAINTENANCE

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

Texas Department of Transportation

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 11

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 986+07 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

[2G] DIFFERING SITE CONDITION
This change adjusts items per driveway revisions on McColl Rd. The proposed NW driveways were revised to provide better access for the local businesses and to add end treatment components for safety purposes at driveway intersections.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: 596A, 596B, 596C, 596D

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: $23,450.97

For TxDOT use only:

Days participating: _____

Amount participating: _____

_____ _____
Signature Date

_____
Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV / Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 11

Estimated Cost: $23,450.97

CCSJ: 0921-02-368

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0110-6001	EXCAVATION (ROADWAY)	CY	2.50	324,927.96	812,319.90	325,005.96	812,514.90	195.00
0132-6006	EMBNKMENT (FINAL)(DENS CONT)	CY	5.00	3,495,996.81	17,479,984.05	3,499,961.81	17,499,809.05	19,825.00
0260-6006	LIME TRT (EXST MATL) (6")	SY	1.25	167,789.00	209,736.25	171,146.00	213,932.50	4,196.25
0260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	165.00	27,930.68	4,608,562.20	27,936.23	4,609,477.95	915.75
0310-6009	PRIME COAT (MC-30)	GAL	3.93	216,853.00	852,232.29	217,543.00	854,943.99	2,711.70
0341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	127.50	10,044.84	1,280,717.10	10,216.75	1,302,635.62	21,918.53
0464-6003	RC PIPE (CL III)(18 IN)	LF	53.15	1,698.00	90,248.70	1,650.00	87,697.50	- 2,551.20
0467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EA	1,263.52	47.00	59,385.44	45.00	56,858.40	- 2,527.04
0530-6005	DRIVEWAYS (ACP)	SY	50.00	7,236.00	361,800.00	6,697.00	334,850.00	- 26,950.00
0540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	30.44	48,021.00	1,461,759.24	48,033.50	1,462,139.74	380.50
0540-6016	DOWNSTREAM ANCHOR TERMINAL	EA	1,334.12	67.00	89,386.04	71.00	94,722.52	5,336.48
TOTALS					27,306,131.21		27,329,582.18	23,450.97

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued) **CCSJ:** _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

CHANGE ORDER PROPOSAL December 18, 2023 DCN: Pulice-HCRMA-0041

TO: Ramon Navarro, P.E., C.F.M. Chief Construction Engineer HC Regional Mobility Authority 203 W. Newcombe Avenue

RE: **Project: CSJ 0039-02-063 – Change Order Revised McColl Rd Driveways**

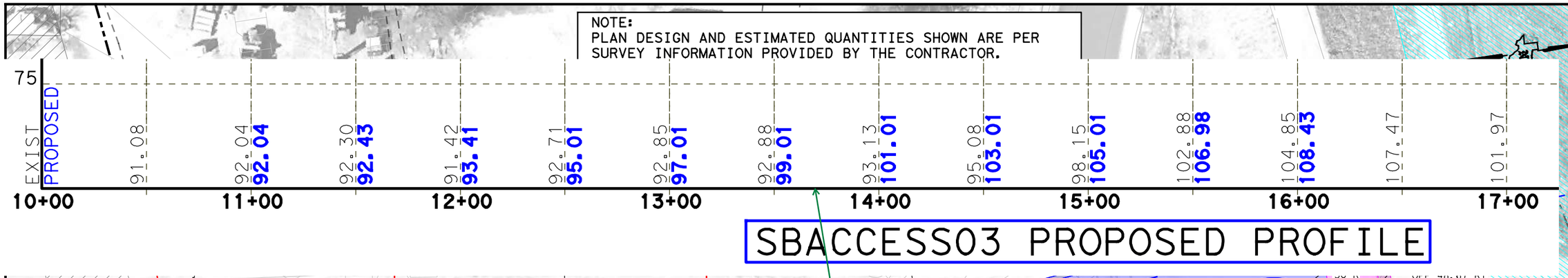
SCOPE: The scope of this change is to adjust items per the driveway revisions done on McColl Rd.

CHANGE JUSTIFICATION: Based on HCRMA's direction, the McColl driveways were revised to provide better access for the northwest local businesses and to add end treatment components for safety purposes.

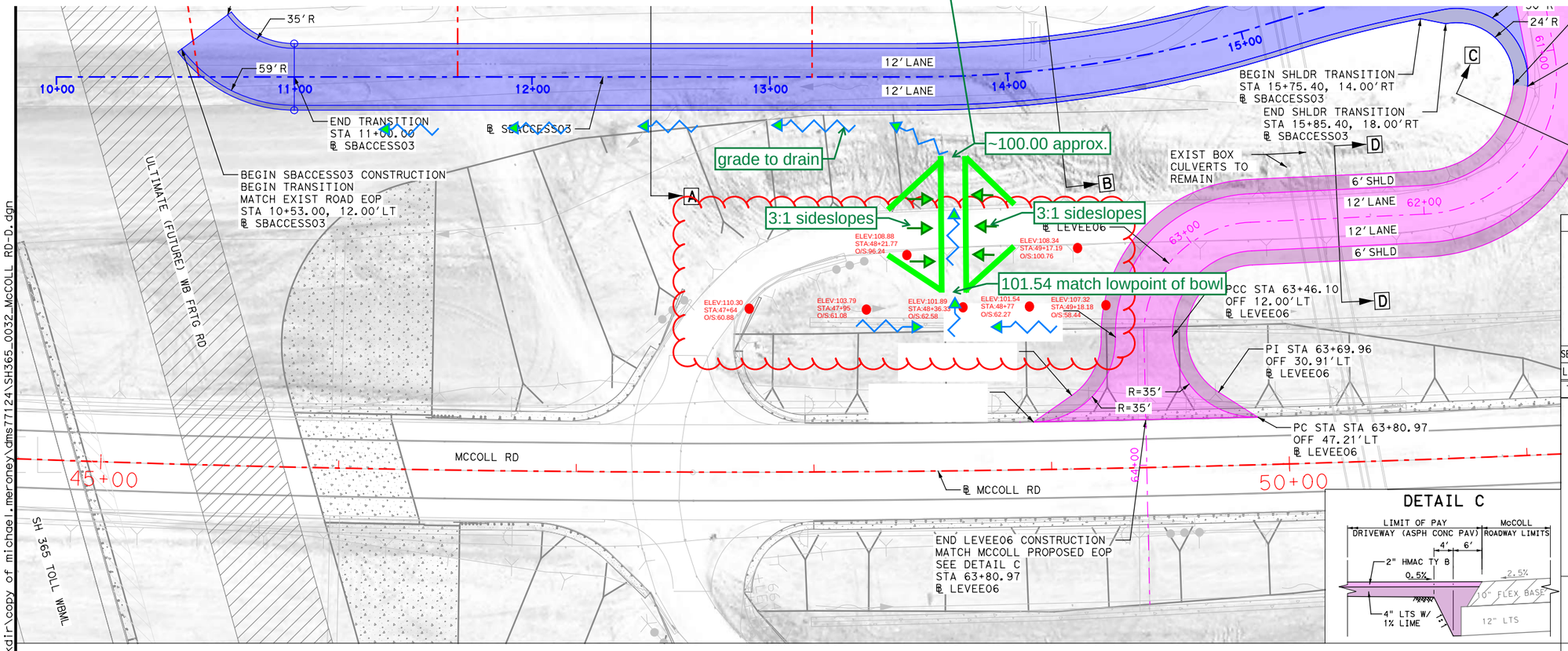
SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED: Sheet 595

Item	Description	Unit	Unit Price	Original Qty	CO Qty	Revised Qty	CO Amount
0110-6001	EXCAVATION (ROADWAY)	CY	$ 2.50	324,927.96	78.00	325,005.96	$ 195.00
0132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	$ 5.00	3,495,996.81	3,965.00	3,499,961.81	$ 19,825.00
0260-6006	LIME TRT (EXST MATL) (6")	SY	$ 1.25	167,789.00	3,357.00	171,146.00	$ 4,196.25
0260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	$ 165.00	27,930.68	5.55	27,936.23	$ 915.75
0310-6009	PRIME COAT (MC-30)	GAL	$ 3.93	216,853.00	690.00	217,543.00	$ 2,711.70
0341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	$ 127.50	10,044.84	171.91	10,216.75	$ 21,918.78
0464-6003	RC PIPE (CL III)(18 IN)	LF	$ 53.15	1,698.00	-48.00	1,650.00	$ (2,551.20)
0467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EA	$ 1,263.52	47.00	-2.00	45.00	$ (2,527.04)
0530-6005	DRIVEWAYS (ACP)	SY	$ 50.00	7,236.00	-539.00	6,697.00	$ (26,950.00)
0540-6001	MTL W-BEAM GD FEN (TIM POST)	LF	$ 30.44	48,021.00	12.50	48,033.50	$ 380.50
0540-6016	DOWNSTREAM ANCHOR TERMINALSECTION	EA	$ 1,334.12	67.00	4.00	71.00	$ 5,336.48
							$ 23,451.22

NOTE:
PLAN DESIGN AND ESTIMATED QUANTITIES SHOWN ARE PER SURVEY INFORMATION PROVIDED BY THE CONTRACTOR.

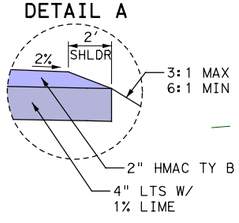


SBACCESS03 PROPOSED PROFILE

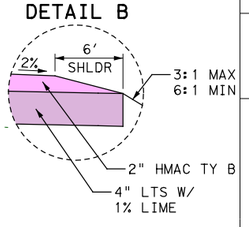


DETAIL C

DETAIL A



DETAIL B



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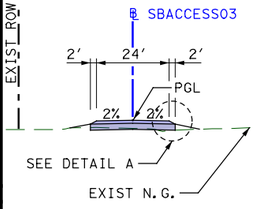

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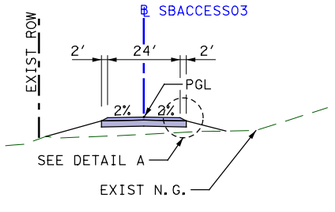

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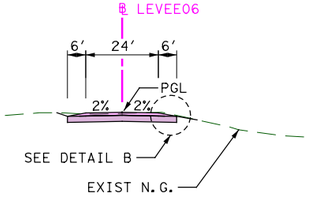

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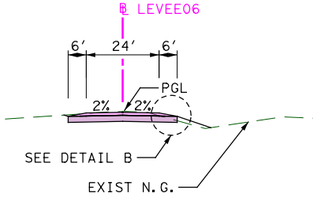

ESTIMATED QUANTITIES

I.D.	110	132	260	310	340	530
	6001	6006	-	6009	-	6005
	EXCAVATION (ROADWAY)	EMBANKMENT (FINAL) (DENS CONT) (TY C)	4" LIME TRT (SUBGRADE) W/ 1% LIME	PRIME COAT (MC-30)	TACK COAT	DRIVEWAYS (ACP)
	CY	CY	SY	GAL	GAL	SY
SBACCESS	45	3192	1794	359	359	1656
LEVEE06	40	351	1358	272	272	1151
TOTAL	85	3543	3152	631	631	2807

MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
11/01/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

HDR Engineering, Inc.
FIRM REGISTRATION No. 754

365 TOLL

BUSINESS ACCESS RD PLAN
AT MCCOLL RD

SBACCESS03 & LEVEE06

SCALE: 1" = 50′ SHEET OF

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
			0921	02	368	365 TOLL
			DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		

DATE: 11/1/2023 2:23:55 PM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\copy of michael.meroney\dms77124\SH365_0032_McCOLL RD-D.dgn

NOTE:
PLAN DESIGN AND ESTIMATED QUANTITIES SHOWN ARE PER SURVEY INFORMATION PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.

DRIVEWAY-01 TO REMAIN OPEN

DRIVEWAY-02

DRIVEWAY-03

BEGIN TRANSITION
MATCH EXIST ROAD EOP
STA 10+72.00, 26.00'LT
℄ SBACCESS03

EXIST ROW

35'R

59'R

10+00

11+00

12+00

13+00

14+00

15+00

16+00

17+00

12'LANE

12'LANE

END TRANSITION
STA 11+00.00
℄ SBACCESS03

℄ SBACCESS03

BEGIN SBACCESS03 CONSTRUCTION
BEGIN TRANSITION
MATCH EXIST ROAD EOP
STA 10+53.00, 12.00'LT
℄ SBACCESS03

ULTIMATE (FUTURE) WB FRTG RD

A

A

B

B

EXIST ROW

BEGIN LEVEE06 CONSTRUCTION
STA 60+48.71, ℄ LEVEE06
MATCH EXIST ROAD

60+00

END SBACCESS03
CONSTRUCTION
STA 16+16.03

℄ LEVEE06
STA 60+62.71=
℄ SBACCESS03
STA 16+28.03

30'R

24'R

61+00

PCC STA 16+08.45
OFF 48.67'RT
℄ SBACCESS03

PCC STA 16+14.22
OFF 50.34'RT
℄ SBACCESS03 =
STA 61+16.60
OFF 12.00'RT
℄ LEVEE06

FLOODWAY

BEGIN SHLDR TRANSITION
STA 15+75.40, 14.00'RT
℄ SBACCESS03

END SHLDR TRANSITION
STA 15+85.40, 18.00'RT
℄ SBACCESS03

C

C

D

EXIST BOX
CULVERTS TO
REMAIN

6'SHLD

12'LANE

12'LANE

6'SHLD

62+00

63+00

℄ LEVEE06

PCC STA 63+46.10
OFF 12.00'LT
℄ LEVEE06

D

PRC STA 63+45.83
OFF 12.00'RT
℄ LEVEE06

PI STA 63+69.96
OFF 30.91'RT
℄ LEVEE06

PC STA 63+80.97
OFF 47.21'RT
℄ LEVEE06

R=35'

R=35'

PI STA 63+69.96
OFF 30.91'LT
℄ LEVEE06

PC STA STA 63+80.97
OFF 47.21'LT
℄ LEVEE06

MCCOLL RD

45+00

50+00

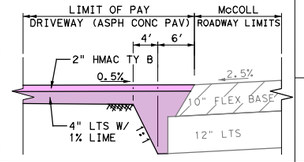
64+00

℄ MCCOLL RD

SH 365 TOLL WBML

END LEVEE06 CONSTRUCTION
MATCH MCCOLL PROPOSED EOP
SEE DETAIL C
STA 63+80.97
℄ LEVEE06

DETAIL C



ESTIMATED QUANTITIES

I.D.	110	132	260	310	340	530
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LEVEE06	40	351	1358	272	272	1151
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365 TOLL

BUSINESS ACCESS RD PLAN AT MCCOLL RD

SBACCESS03 & LEVEE06

SCALE: 1" = 50' SHEET OF

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
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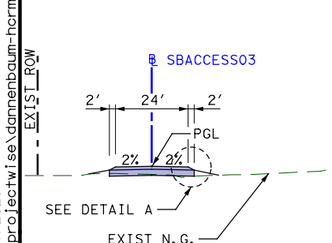

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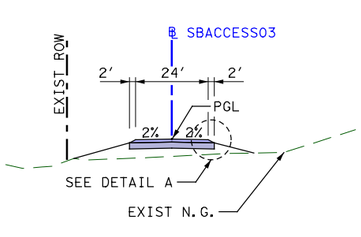

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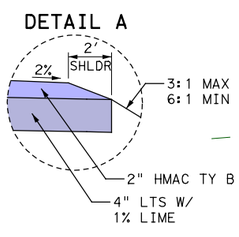

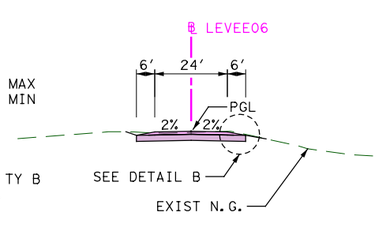

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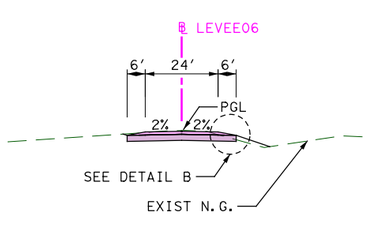

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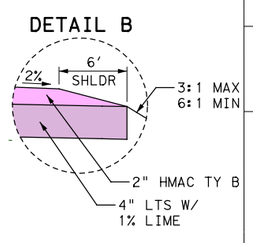

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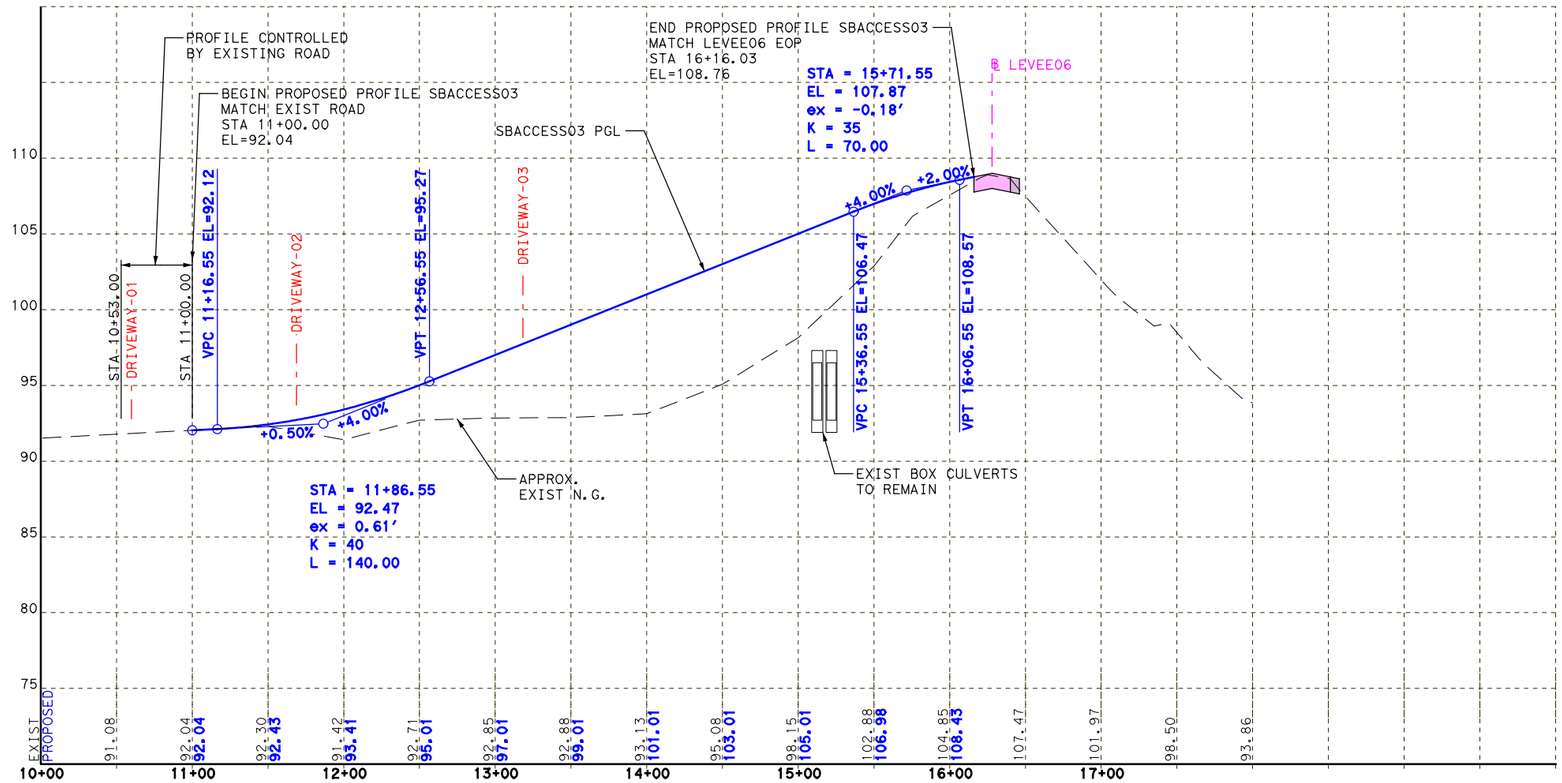
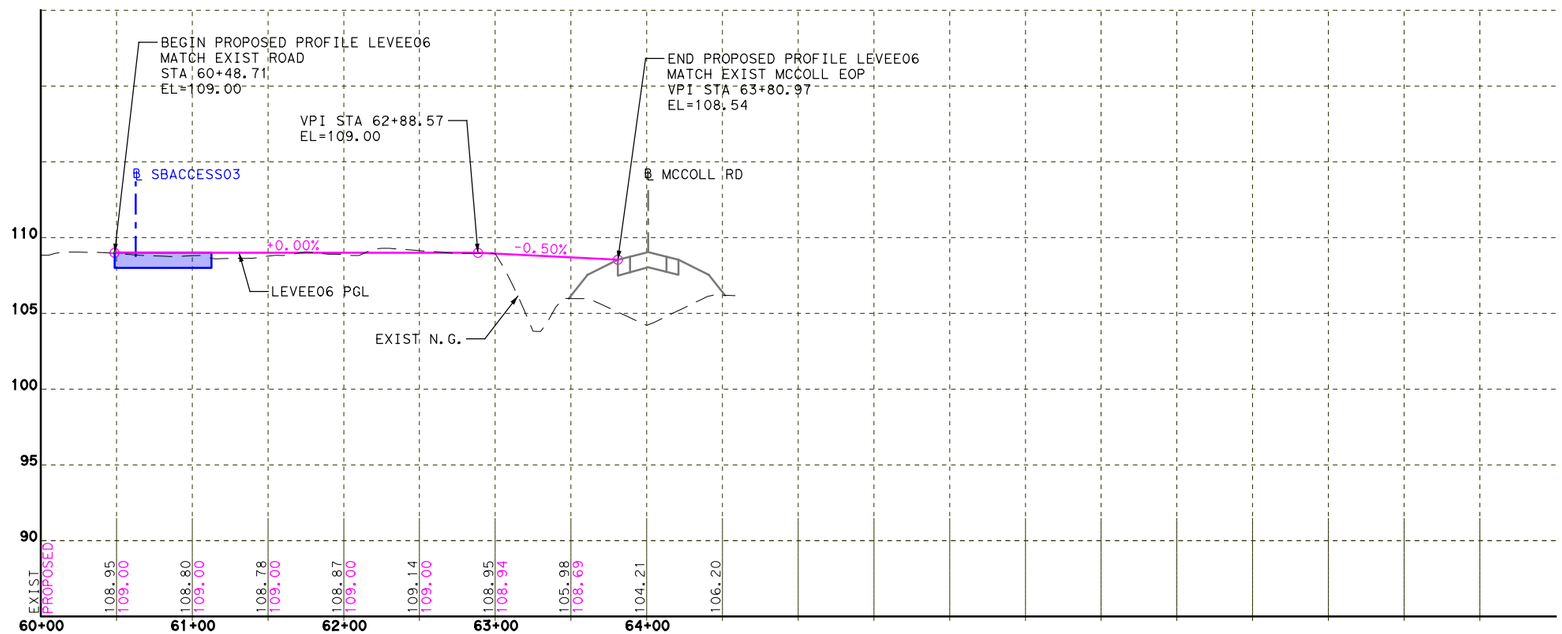


SBACCESS03 PROPOSED PROFILE



LEVEE06 PROPOSED PROFILE

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STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
11/01/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2023
Texas Department of Transportation

HDR Engineering, Inc.
FIRM REGISTRATION No. 754

365 TOLL

BUSINESS ACCESS RD PROFILES AT MCCOLL RD

SCALE: 1" = 100' SHEET OF

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
			0921	02	368	365 TOLL
			DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		

Beginning chain SBACCESS03 description

Point SBACCESS03001 X 1,075,057.720912 Y16,576,819.098484 Sta 10+00.00

Course from SBACCESS03001 to PC SBACCESS03-1 N 8° 39′ 46.77" E Dist 362.006160

Curve Data

Curve SBACCESS03-1

P.I. Station	14+39.67	X	1,075,123.944815	Y	16,577,253.751137
Delta =	17° 39′ 28.20" (LT)				
Degree =	11° 27′ 32.96"				
Tangent =	77.662504				
Length =	154.093667				
Radius =	500.000000				
External =	5.995518				
Long Chord =	153.484569				
Mid. Ord. =	5.924478				
P.C. Station	13+62.01	X	1,075,112.247111	Y	16,577,176.974655
P.T. Station	15+16.10	X	1,075,111.802628	Y	16,577,330.458580
C.C.		X	1,074,617.951419	Y	16,577,252.285802
Back = N	8° 39′ 46.77" E				
Ahead = N	8° 59′ 41.43" W				
Chord Bear = N	0° 09′ 57.33" W				

Curve Data

Curve SBACCESS03-2

P.I. Station	15+45.78	X	1,075,107.161646	Y	16,577,359.777668
Delta =	6° 47′ 42.45" (RT)				
Degree =	11° 27′ 32.96"				
Tangent =	29.684131				
Length =	59.298660				
Radius =	500.000001				
External =	0.880373				
Long Chord =	59.263913				
Mid. Ord. =	0.878825				
P.C. Station	15+16.10	X	1,075,111.802628	Y	16,577,330.458580
P.T. Station	15+75.40	X	1,075,106.022284	Y	16,577,389.439925
C.C.		X	1,075,605.653838	Y	16,577,408.631358
Back = N	8° 59′ 41.43" W				
Ahead = N	2° 11′ 58.98" W				
Chord Bear = N	5° 35′ 50.21" W				

Course from PT SBACCESS03-2 to SBACCESS03002 N 2° 11′ 58.98" W Dist 224.601540

Point SBACCESS03002 X 1,075,097.401433 Y16,577,613.875958 Sta 18+00.00

Ending chain SBACCESS03 description

Beginning chain LEVEE06 description

Point LEVEE06006 X 1,075,041.338091 Y16,577,439.625205 Sta 60+00.00

Course from LEVEE06006 to PC LEVEE061 N 87° 48′ 01.02" E Dist 100.261027

Curve Data

Curve LEVEE061

P.I. Station	61+67.21	X	1,075,208.421889	Y	16,577,446.043089
Delta =	98° 11′ 26.31" (RT)				
Degree =	98° 47′ 08.98"				
Tangent =	66.945985				
Length =	99.397501				
Radius =	58.000000				
External =	30.576322				
Long Chord =	87.672800				
Mid. Ord. =	20.021453				
P.C. Station	61+00.26	X	1,075,141.525236	Y	16,577,443.473511
P.T. Station	61+99.66	X	1,075,201.434672	Y	16,577,379.462734
C.C.		X	1,075,143.751442	Y	16,577,385.516250
Back = N	87° 48′ 01.02" E				
Ahead = S	5° 59′ 27.34" W				
Chord Bear = S	43° 06′ 15.82" E				

Course from PT LEVEE061 to PC LEVEE062 S 5° 59′ 27.34" W Dist 73.509883

Curve Data

Curve LEVEE062

P.I. Station	63+19.02	X	1,075,188.976777	Y	16,577,260.752956
Delta =	88° 34′ 58.93" (LT)				
Degree =	121° 54′ 21.29"				
Tangent =	45.851796				
Length =	72.665084				
Radius =	47.000000				
External =	18.661155				
Long Chord =	65.641076				
Mid. Ord. =	13.357582				
P.C. Station	62+73.17	X	1,075,193.762374	Y	16,577,306.354330
P.T. Station	63+45.83	X	1,075,234.445867	Y	16,577,254.841184
C.C.		X	1,075,240.505680	Y	16,577,301.448894
Back = S	5° 59′ 27.34" W				
Ahead = S	82° 35′ 31.59" E				
Chord Bear = S	38° 18′ 02.13" E				

Course from PT LEVEE062 to LEVEE06007 S 82° 35′ 31.59" E Dist 112.612992

Point LEVEE06007 X 1,075,346.118925 Y16,577,240.321744 Sta 64+58.45

Ending chain LEVEE06 description

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STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED
PROFESSIONAL ENGINEER

11/01/2023

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

HDR Engineering, Inc.
FIRM REGISTRATION No. 754

365 TOLL

BUSINESS ACCESS RD PLAN AT MCCOLL RD HORIZONTAL ALIGNMENT DATA

SCALE: 1" = 100′ SHEET OF

REV:	DATE:	EOR:	CONT	SECT	JOB	HIGHWAY
			0921	02	368	365 TOLL
			DIST	COUNTY		SHEET NO.
			PHR	HIDALGO		

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. 1087+93 to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

[1E] DESIGN ERROR RESULTING IN INEFFICIENCIES
The scope of this change is to add and adjust items related to the 12" AND 18" waterline relocations. Items for crossing at STA. 1087+93 were accounted in plans but not placed on estimate. 12" waterline at STA, 1232+71 has been omitted.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: 1227R;

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: $135,487.78

For TxDOT use only:

Days participating: _____

Amount participating: _____

_____ _____
Signature Date

_____
Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV / Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 12

Estimated Cost: $135,487.78

CCSJ: 0921-02-368

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0476-6019	JACK BOR 24" STL CASING	LF	1,657.72	100.00	165,772.00	0.00	0.00	- 165,772.00
0476-6023	JACK BOR OR TUN PIPE(30 IN)(STL	LF	1,540.80	0.00	0.00	200.00	308,160.00	308,160.00
5002-6005	12" PVC WTR LN DR18 C900	LF	80.00	440.00	35,200.00	0.00	0.00	- 35,200.00
5002-9004	WTR MAIN PIPE (PVC)(18IN)(C900)	LF	140.00	308.00	43,120.00	360.00	50,400.00	7,280.00
5002-9005	12IN 45DEG MJ BENDS	ea	1,250.00	7.00	8,750.00	0.00	0.00	- 8,750.00
5002-9006	18IN 45DEG MJ BENDS	EA	4,961.63	0.00	0.00	6.00	29,769.78	29,769.78
TOTALS					252,842.00		388,329.78	135,487.78

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued)

CCSJ: _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

CHANGE ORDER PROPOSAL

PULICE

RE: **Project: CSJ 0039-02-063 – Proposal Waterline at Cage**

SCOPE: The scope of this change is to add and adjust items related to the 18” waterline relocation at

CHANGE JUSTIFICATION: Per Sheet 1227, the 18” waterline relocation at Sta. 1087+93 (Cage)

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED: Sheet 1227

CHANGE TO CONTRACT PRICE: We’re requesting additional compensation for these changes as

Item	Description	Unit	Unit Price	Original Qty	CO Qty	Rev Qty	CO Amount
0476-6018	JACK BOR OR TUN PIPE(30 IN)(STL CASING)	LF	$ 1,540.80	0.00	300.00	300.00	$ 306,160.00
5002-9004	WATER MAIN PIPE (PVC)(18IN) (DR18)(C900)	LF	$ 140.00	308.00	52.00	360.00	$ 7,280.00
5002-9006	18 IN 45 DEG MJ BENDS	EA	$ 4,961.63	0.00	6.00	6.00	$ 29,769.78
							$ 345,209.78

CHANGE TO CONTRACT TIME: This additional work has the potential to delay the project. Pulice will

If you have any questions or need additional information, please contact me at (346) 324-0781.

Sincerely,

Rafael Carmona I

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PULICE

REQUEST FOR INFORMATION
No. HCRMA 365.RFI.095

TITLE: Water line relocation STA.1087+93 Bid Items discrepancy
DATE: 8/22/2023
PULICE PROJECT: 62-016-HCRMA 365 TOLL
RESPONSE REQUIRED BY: 8/29/2023
OWNER PROJECT: CSJ: 0921-02-368

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

WORK IMPACT: [x] YES [ ] NO **SCHEDULE IMPACT:** [x] YES [ ] NO **COST IMPACT:** [x] YES [ ] NO

REQUEST: On Sheet No.1227, there is a couple bid items that are not in the contract. Please find attached sheet demonstrating which items are not shown in the estimate tables or contract. Since the abutment was pushed back per the VECP changes, the existing water line will no longer be in conflict with the abutment drill shafts, but it would still be in conflict with the proposed 72" irrigation line. Find below marked up sheet demonstrating the revised abutment location and proposed solution. Please provide direction on how to proceed. Thank you.

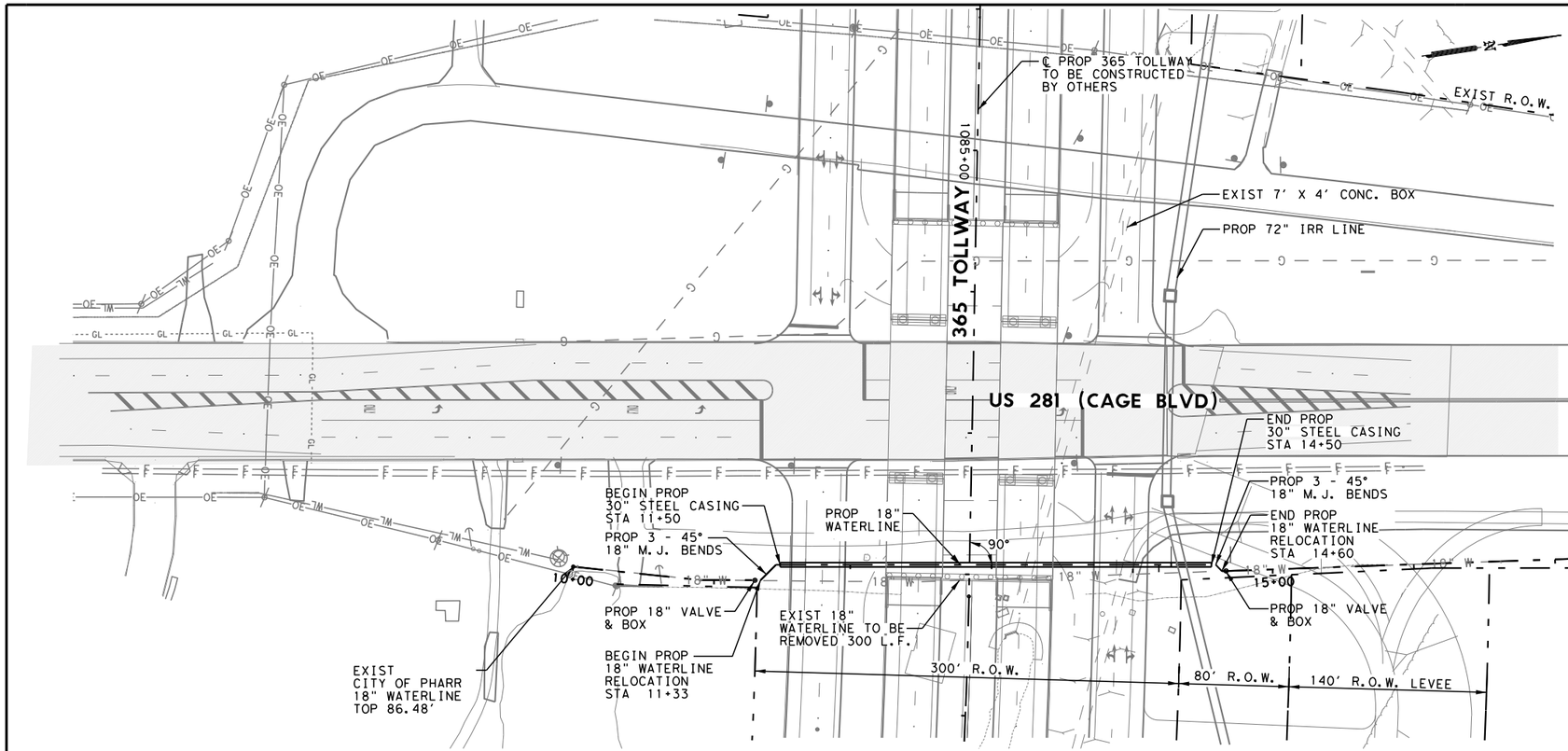
REF. DRAWINGS: 1227

REQUESTED BY: Luis Salinas **DATE:** 8/22/2023

ANSWER: Sheet 1227 has been updated. Quantities on sheet 1227 are to be used and not E+Q sheet.

ANSWER SIGNED BY: _____ **DATE:** _____

CC:
- **Sergio Mandujano - HCRMA**
- **Ronald Reyes -HCRMA**
- **Rafael Carmona - Pulice**
- **Jose Rivera - Pulice**
- **Thomas Rodriguez - Pulice**
- **Paola Morales - Pulice**
- **Luis Escalera - Pulice**



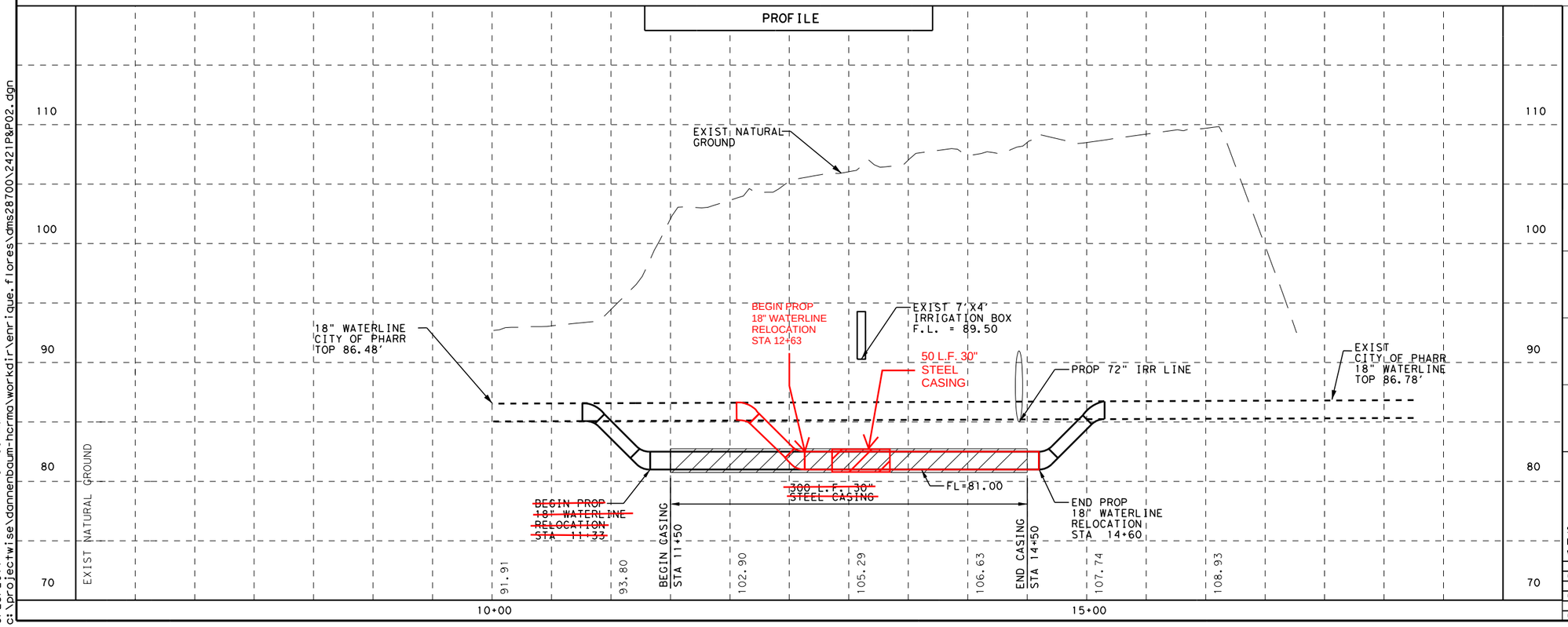
SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QTY
402	TRENCH EXCAVATION PROTECTION	LF	300
5002	18" VALVE AND BOX	EA	2
5002	18" PVC WATERLINE DR 18 C900	LF	360
476	JACK BORE 30" STEEL CASING	LF	~~300~~ 50
5002	18" 45° MJ BEND	EA	6
496	REMOVE STR PIPE	LF	300

LEGEND

- ℄ OF ALIGNMENT
- R.O.W.
- EDGE OF ROAD/PAVEMENT
- WL — WATERLINE
- EXIST CLOSED BOARDED FENCE
- SS — EXIST SANITARY SEWER LINE
- GL — EXIST GAS LINE
- UT — EXIST UNDERGROUND TELEPHONE LINE
- FM — EXIST FORCE MAIN LINE
- F — EXIST FIBER OPTIC LINE
- OE — EXIST OVERHEAD ELECTRICAL LINE
- EXIST FIRE HYDRANT
- EXIST SIGN
- EXIST GUY WIRE
- EXIST UTILITY POLE

PROFILE



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER
9/25/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
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
CAGE BLVD (US 281)
18" WATERLINE RELOCATION
STA. 1087+93

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

SHEET 1 OF 1

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

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL

DIST	COUNTY	SHEET NO.
PHR	HIDALGO	1227

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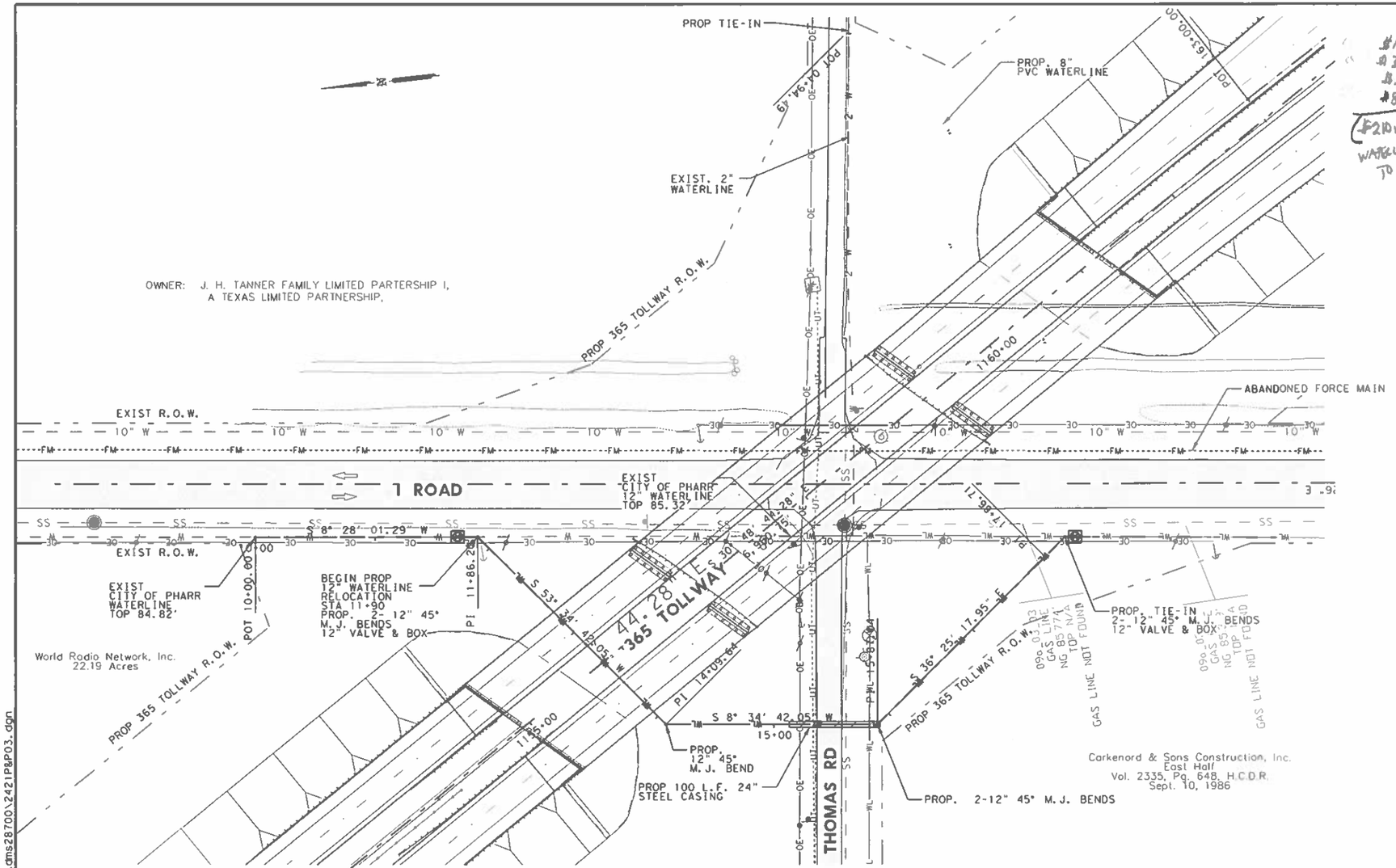
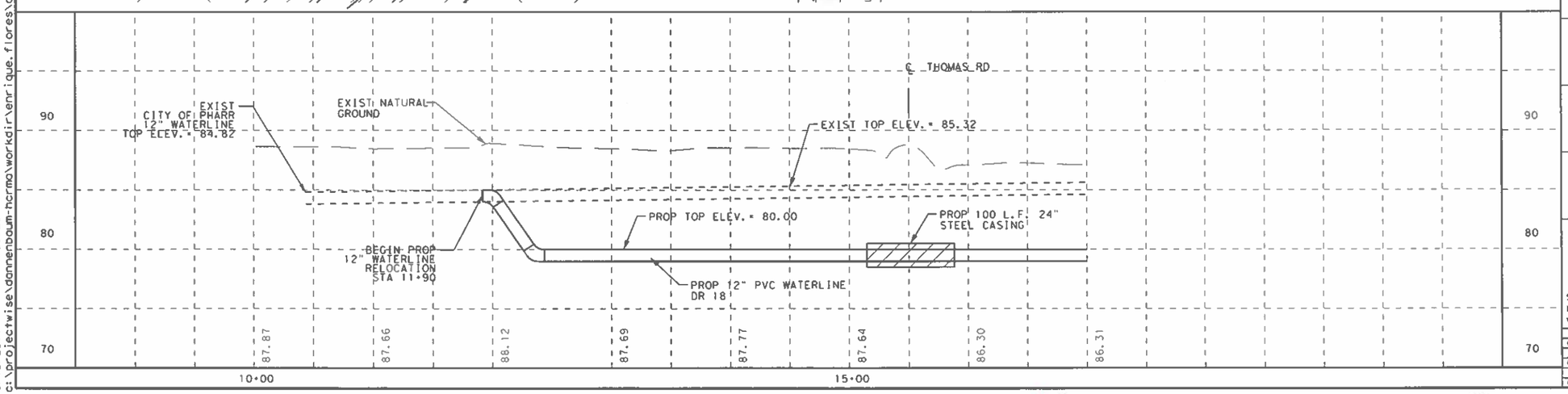
This sheet was not changed as part of the VECP design process and remains in its original IFC state.





SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QTY
476 6017	JACK BORE 24" STEEL CASING #165.772	LF	100
5002 6005	12" PVC WATERLINE OR 18 C900 #80.00	LF	440
402 6001	TRENCH EXCAVATION PROTECTION #1.70	LF	300
5002 7005	12" 45° M.J. BENDS #1250	EA	7

#165.772
#35,200
#570
#8750
(#210,282)
WATERLINE TO STAY IN PLACE

LEGEND

- ℄ OF ALIGNMENT
- R.O.W.
- EDGE OF ROAD/PAVEMENT
- WL — WATERLINE
- EXIST CLOSED BOARDED FENCE
- SS — EXIST SANITARY SEWER LINE
- GL — EXIST GAS LINE
- UT — EXIST UNDERGROUND TELEPHONE LINE
- FM — EXIST FORCE MAIN LINE
- F — EXIST FIBER OPTIC LINE
- OE — EXIST OVERHEAD ELECTRICAL LINE
- EXIST FIRE HYDRANT
- EXIST SIGN
- EXIST GUY WIRE
- EXIST UTILITY POLE

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
6/19/17 P.E.

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

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

365 TOLL
"I" RD/THOMAS RD
12" WATERLINE
RELOCATION
STA. 1232+71

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

SHEET 1 OF 1

DN:	CK DN:	DW:	CK DW:	TR:	CK TR:	CONT	SECT	JOB	HIGHWAY
						0921	02	368	365 TOLL
						DIST	COUNTY		SHEET NO.
						PHR	HIDALGO		1228

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

INSTRUCTIONS FOR PREPARING THE CHANGE ORDER (Local Agency)

The following information is provided to assist you in preparing the Change Order (CO).

1 Insert the Contractor's name as it appears in the contract.

2 Insert the work limits for the Change Order.

3 Indicate if a change is major or minor.

4 Give a narrative of the revised work being authorized in the change order.

If the CO affects pedestrian elements, state in the narrative that a copy of this CO must be sent to the Field Coordination Section of the Design Division.

Address time by one of the following methods:
1) Add the time extension number and time in the box provided.
2) State in the narrative that no time is added by this CO.
3) State in the narrative that time will be addressed later in the project when the time impact of the change order is better known.

Methods 1 and 2 are preferred. Method 3 should not be a normal practice. If time can not be agreed on with the contractor upon execution of a CO, method 3 is acceptable. In this case, time associated with this CO will be non-participating until the time justification is provided.

5 Attach any new/revised plan sheet(s).

6 For TxDOT use only. The TxDOT representative must designate if this change order is participating by providing a value for the days and amount participating. If the change order is non-participating, enter a zero "0" in the fields.

7 Direct the contractor to sign in the contractor's signature block.

8 Affix the seal of the authorized local representative in the space located at the left corner of the bottom of the CO Form. Adhere to Change Order Approval Policy of local agency.

Texas Department of Transportation

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 13

1. CONTRACTOR: PULICE CONSTRUCTION INC.

2. Change Order Work Limits: Sta. THROUGH PROJECT to Sta. _____

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

[1E] DESIGN ERROR RESULTING IN INEFFICIENCIES
ITS pole mounted cabinets (TY 2 CONF 2) to be installed, attached to the vertical mast of existing and proposed traffic signal poles. Installing ITS cabinets on traffic signal poles is not per TxDOT standard. Cabinets are to be installed as ground mounted to specifications.

CCSJ:	0921-02-368
Project:	DMO2013(420)
Highway:	365 Tollway
County:	Hidalgo
District:	PHARR
Contract Number:	

5. New or revised plan sheet(s) are attached and numbered: _____

Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: _____ Days added on this C.O.: 0

Amt. added by this change order: $212,599.20

For TxDOT use only:

Days participating: _____

Amount participating: _____

_____ _____
Signature Date

_____
Name/Title

RECOMMENDED FOR EXECUTION:

Ramon Navarro IV / Construction Engineer	07/08/24		07/08/24
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☒ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	☐ REQUEST APPROVAL
Name/Title	Date	Name/Title	Date
		☐ APPROVED	

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 13

Estimated Cost: $212,599.20

CCSJ: 0921-02-368

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
6008-6027	ITS GRND MNT CAB (TY 4)(CONF 2)	EA	12,788.35	0.00	0.00	16.00	204,613.60	204,613.60
0618-6046	CONDT (PVC)(SCH80)(2")	LF	11.48	11,500.00	132,020.00	11,780.00	135,234.40	3,214.40
0618-6047	CNDT (PVC)(SCH 80)(2")(BORE)	LF	19.88	2,420.00	48,109.60	2,660.00	52,880.80	4,771.20
TOTALS					180,129.60		392,728.80	212,599.20

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: _____

TABLE B: Contract Items (Continued) **CCSJ:** _____

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN

CHANGE ORDER PROPOSAL

PULICE

RE: **Project: CSJ 0039-02-063 – Proposal Ground Mounted Cabinets**

SCOPE: The scope of this change is to add items related to the ground mounted cabinets

CHANGE JUSTIFICATION: There are 16 ITS pole mounted cabinets (TY 2 CONF 2) that

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED: RFI 90

CHANGE TO CONTRACT PRICE: We're requesting additional compensation for these

Description	Unit	Unit Price	Projected Qty	CO Qty	Revised Qty	CO Amount
ITS GRND MNT CAB (TY 4) (CONF	EA	$ 12,788.35	0.00	16.00	16.00	$ 204,613.60
CONDT (PVC) (SCH 80)	LF	$ 11.48	11,500.00	280.00	11,780.00	$ 3,214.40
CONDT (PVC) (SCH 80) (2") (BORE)	LF	$ 19.88	2,420.00	240.00	2,660.00	$ 4,771.20
						$ 212,599.20

(*) Considering less than 300 LF from the GM cabinet to the Dome CCTV. The price of the cabinet includes ethernet cable

CHANGE TO CONTRACT TIME: No additional time requested with this work.

If you have any questions or need additional information, please contact me at (346) 324-

Sincerely,

Rafael Car

REQUEST FOR INFORMATION
No. HCRMA 365.RFI.090

TITLE: Clarification of ITS Cabinets On Traffic Signal Poles
PULICE PROJECT: 62-016-HCRMA 365 TOLL
OWNER PROJECT: CSJ: 0921-02-368

DATE: 7/25/2023
RESPONSE REQUIRED BY: 8/1/2023

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

WORK IMPACT: [X] YES [ ] NO **SCHEDULE IMPACT:** [X] YES [ ] NO **COST IMPACT:** [X] YES [ ] NO

REQUEST: There are 16 ITS pole mounted cabinets that the plans call to be installed on the vertical mast of traffic signal poles. SICE would like to inquire if this is allowable per TXDOT spec. Please refer to SICE RFI for further information on which cabinets are being referred to. Can the HCRMA please look into this and let the contractor know if this will be allowable per spec? Thank you.

REF. DRAWINGS:

REQUESTED BY: Thomas Rodriguez **DATE:** 7/25/2023

ANSWER: Contractor is to install a ground mounted cabinet in the surrounding of the current location of each TS pole. Any Type 2 cabinets already installed are to remain in place.

APPROVED
By Ramon Navarro IV, P.E. at 1:54 pm, Oct 20, 2023

ANSWER SIGNED BY: **DATE:** 10/13/2023

CC:
- Sergio Mandujano - HCRMA
- Ronald Reyes -HCRMA
- Rafael Carmona - Pulice
- Jose Rivera - Pulice
- Luis Salinas - Pulice
- Paola Morales - Pulice
- Luis Escalera - Pulice

SICE, Inc.
3610 Willowbend Blvd., Suite 1026, Houston, TX 77054
Phone: (305) 222-7040

REQUEST FOR INFORMATION

Project:	365 TOLLWAY	Date:	7/25/23
RFI No.:	002	Subject:	Clarification about ITS cabinets in Traffic Signal Poles

RFI Description
SICE realized that there are 16 ITS pole mounted cabinets (TY 2 CONF 2) that will be installed, attached to the vertical mast of different Traffic Signal Poles (brand new and existing). As per conversations with our Steel Manufacturer (Structural & Steel Products), they informed us that "*installing ITS cabinets on traffic signal poles is not per the TxDot standard*". Please advise on how to proceed.
Reference documents
Please see the attached table for reference

Response

Comments:

SICE, Inc. is an Equal Opportunity Employer

SICE, Inc.
3610 Willowbend Blvd., Suite 1026, Houston, TX 77054
Phone: (305) 222-7040

Reference documents:

Locations with ITS cabinet installed attached to Traffic Signal Poles

	ITS cabinets (pole mounted)
Anzalduas connector intersection (1)	2
Shary Rd. intersection (1)	2
23rd Rd. Intersection (1)	2
10th St. Intersection (1)	2
Jackson Rd. Intersection (1)	2
Cage Blvd. Intersection (1)	2
Dicker Rd. Intersection (1)	2
Military Hwy. Intersection (2)	2

(1) Brand new traffic signal pole
(2) Existing traffic signal pole

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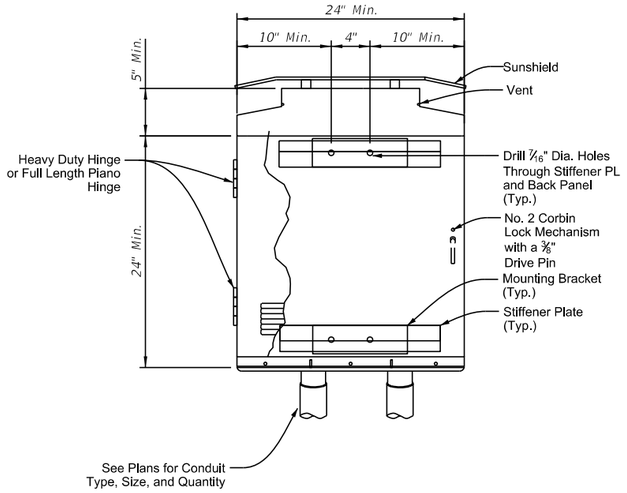
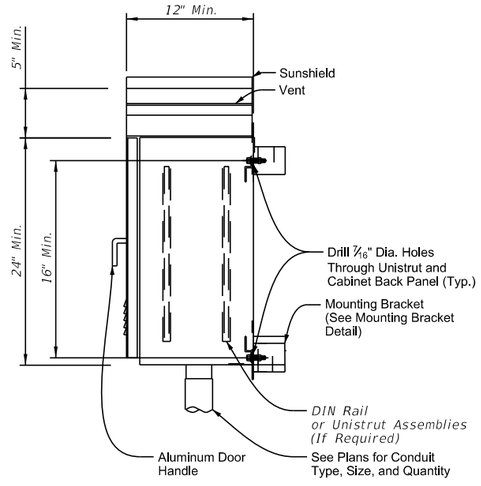
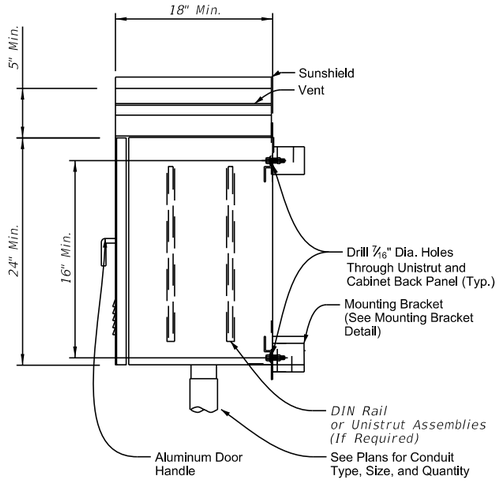


Pole Mounted Cabinet – Type 1 Front View

Not to Scale



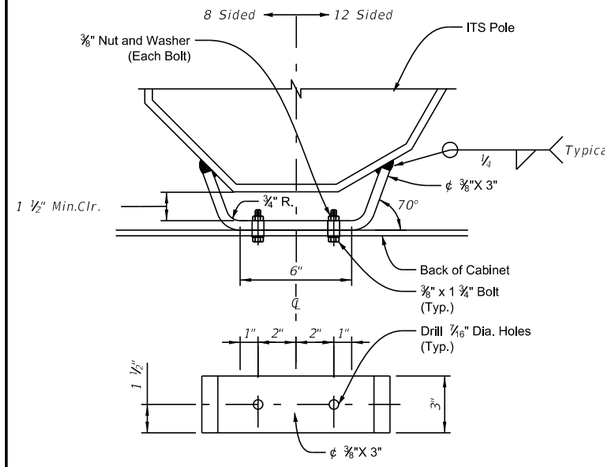
Without 19" EIA Rack
Configuration 1



With 19" EIA Rack
Configuration 2

Pole Mounted Cabinet – Type 1 Side View

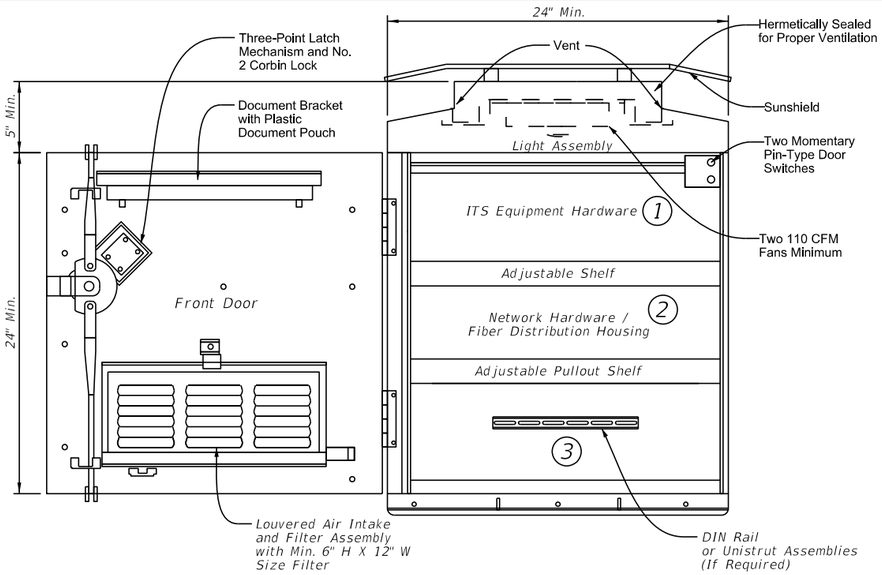
Not to Scale



Note:
ITS Pole May be Round, Octagonal (8 Sided), or Dodecahedron (12 Sided).
See ITS(1), and ITS(2) for Details.

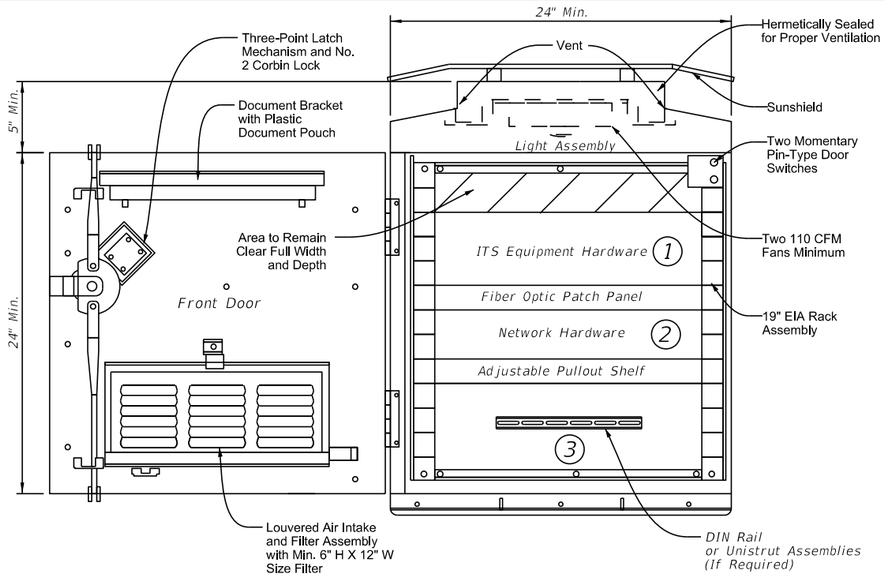
Mounting Bracket Detail

Not to Scale



Interior – Type 1 Without 19" EIA Rack – Front View

Not to Scale



Interior – Type 1 With 19" EIA Rack – Front View

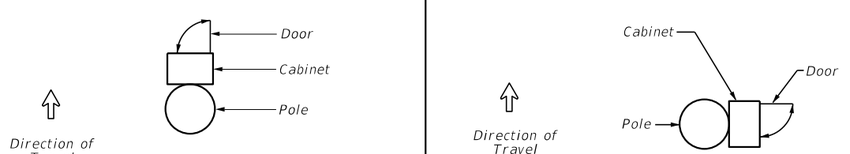
Not to Scale

Typical Equipment Layout Legend

	Example Equipment
1	CCTV Interface Panel, Radar Vehicle Sensing Device (RVSD) Equipment, Environmental Sensor Station (ESS) Equipment, Bluetooth Equipment, or ITS Radio Equipment (See General Note 1)
2	Ethernet Switch, Video Encoder, Terminal Server, Fiber Optic Transceivers, or Media Conversion Equipment (See General Note 1)
3	Power Distribution Assembly, Service Entrance Breakers, Primary AC Power, Auxiliary Power Strip, Ground Bus Bar Surge Protection Equipment

General Notes:

1. Layout of hardware equipment and configuration shown is diagrammatic in nature and intended to represent a preferred Type 1 pole mounted cabinet setup. Hardware needed for each Type 1 cabinet varies and not all cabinet equipment may be shown. The contractor will be responsible for configuring cabinets with all appropriate ITS hardware and power supplies in accordance with the plans and specifications. The contractor may alter the cabinet configuration shown to maximize space and ensure easy access for maintenance.
2. Mount cabinet as detailed on ITS(14) or ITS(17). Orientation of cabinet on ITS pole may vary depending on field conditions. Mount the pole mounted cabinet to the backside of the ITS pole, to allow maintenance personnel to access the cabinet while being able to view oncoming traffic.
3. For ITS pole sites located on slopes greater than 4H:1V, mount the cabinet to the backside of the ITS pole as detailed on ITS(7). Mounting height to accommodate maintenance pad for easy access.
4. All dimensions are approximate and represent minimum cabinet dimensions.
5. Provide conduit entrances at the bottom of the cabinet.
6. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 1) without 19" EIA rack. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 2) with 19" EIA rack.



Orientation of Type 1 Cabinet on ITS Pole (Typical)

Not to Scale

Texas Department of Transportation

Traffic Operations Division Standard

ITS POLE MOUNTED CABINET TYPE 1 DETAILS

ITS(14)-15

FILE: its(14)-15.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0921	02	368	365 TOLL
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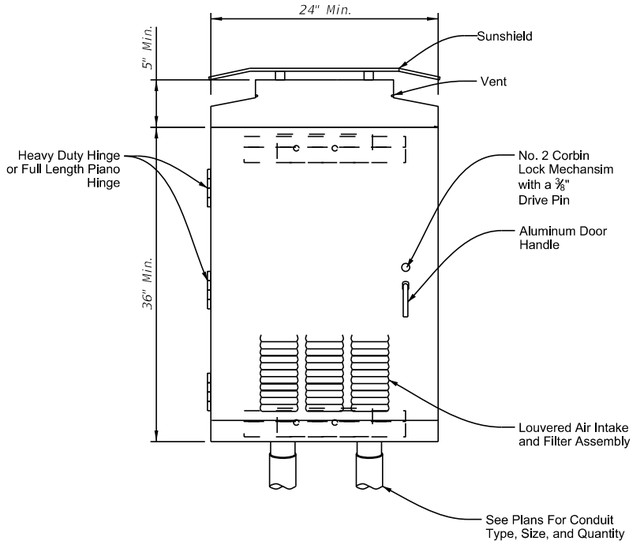
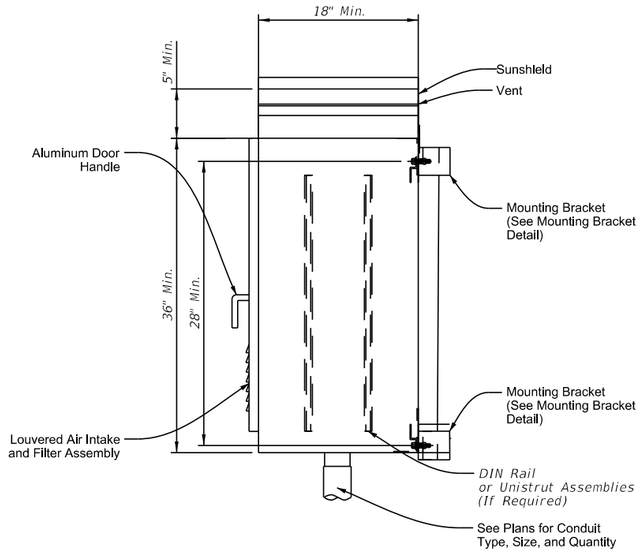


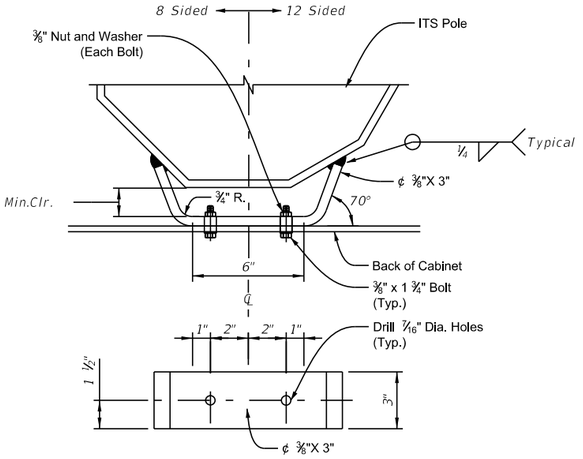
Pole Mounted Cabinet – Type 2 Front View

Not to Scale



Pole Mounted Cabinet – Type 2 Side View

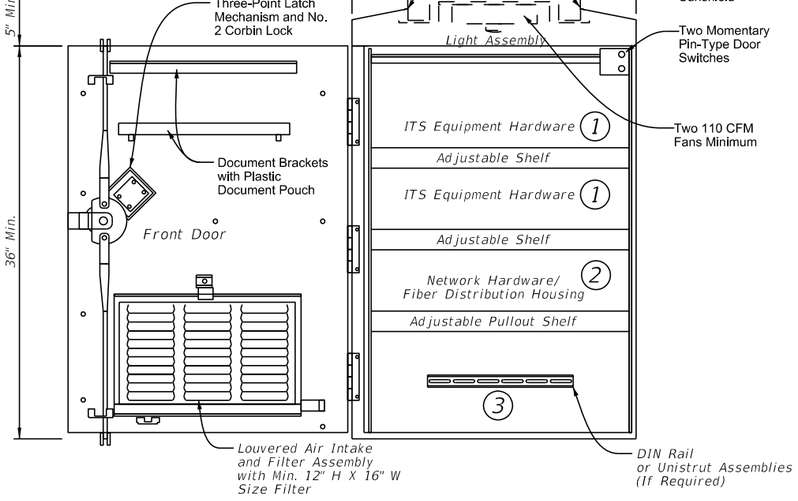
Not to Scale



Note:
ITS Pole May be Round, Octagonal (8 Sided), or Dodecahedron (12 Sided).
See ITS(1), and ITS(2) for Details.

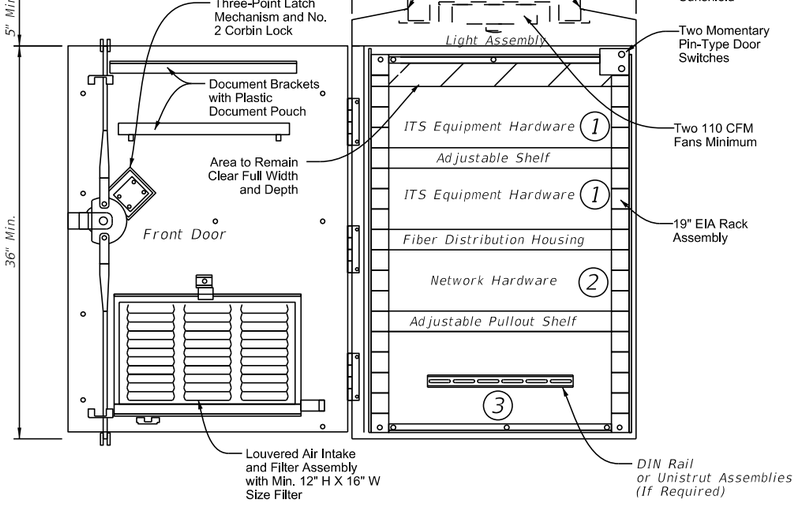
Mounting Bracket Detail

Not to Scale



Interior – Type 2 Without 19" EIA Rack – Front View

Not to Scale



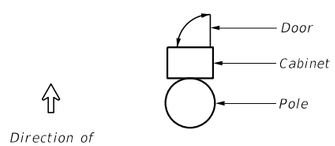
Interior – Type 2 With 19" EIA Rack – Front View

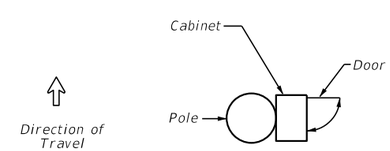
Not to Scale

Typical Equipment Layout Legend	
	Example Equipment
1	CCTV Interface Panel, Radar Vehicle Sensing Device (RVSD) Equipment, DMS/LCS Controller Environmental Sensor Station (ESS) Equipment, Bluetooth Equipment, or ITS Radio Equipment (See General Note 1)
2	Ethernet Switch, Video Encoder, Terminal Server, Fiber Optic Transceivers, or Media Conversion Equipment (See General Note 1)
3	Power Distribution Assembly, Service Entrance Breakers, Primary AC Power, Auxiliary Power Strip, Ground Bus Bar Surge Protection Equipment

General Notes:

1. Layout of hardware equipment and configuration shown is diagrammatic in nature and intended to represent a preferred Type 2 pole mounted cabinet setup. Hardware needed for each Type 2 cabinet varies and not all cabinet equipment may be shown. The contractor will be responsible for configuring cabinets with all appropriate ITS hardware and power supplies in accordance with the plans and specifications. The contractor may alter the cabinet configuration shown to maximize space and ensure easy access for maintenance.
2. Mount cabinet as detailed on ITS(15) or ITS(17). Orientation of cabinet on ITS pole may vary depending on field conditions. Mount the pole mounted cabinet to the backside of the ITS pole, to allow maintenance personnel to access the cabinet while being able to view oncoming traffic.
3. For ITS pole sites located on slopes greater than 4H:1V, mount the cabinet to the backside of the ITS pole as detailed on ITS(7). Mounting height to accommodate maintenance pad for easy access.
4. All dimensions are approximate and represent minimum cabinet dimensions.
5. Provide conduit entrances at the bottom of the cabinet.
6. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 1) without 19" EIA rack. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 2) with 19" EIA rack.





Orientation of Type 2 Cabinet on ITS Pole (Typical)

Not to Scale

Texas Department of Transportation

Traffic Operations Division Standard

ITS POLE MOUNTED CABINET TYPE 2 DETAILS

ITS(15)-15

FILE: its(15)-15.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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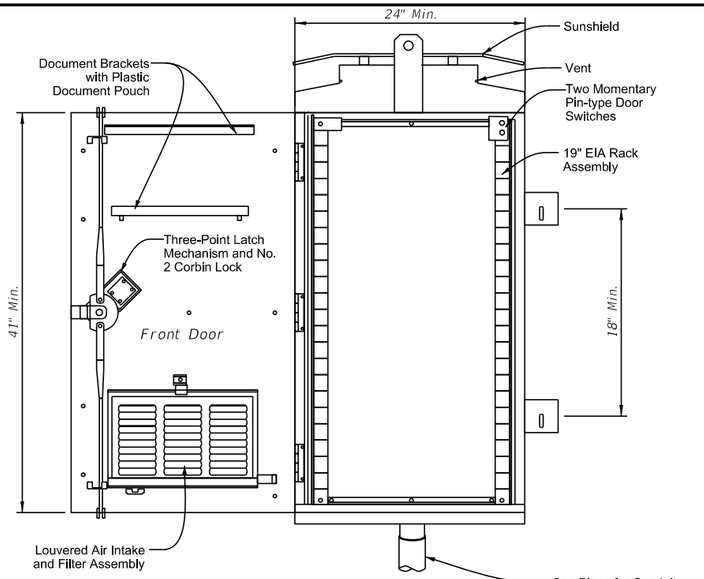
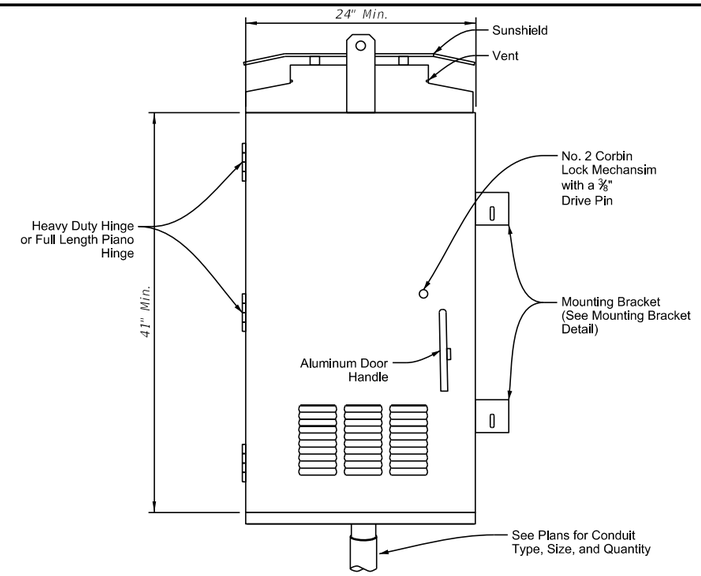


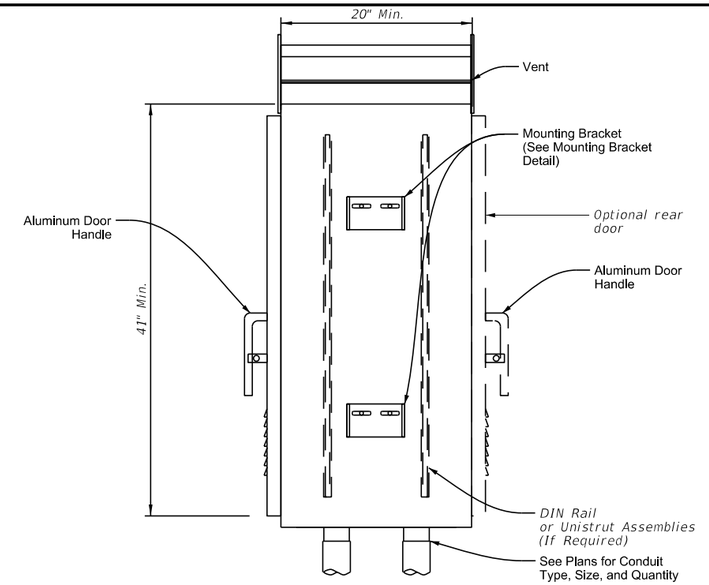
Interior – Type 3 Front View

Not to Scale



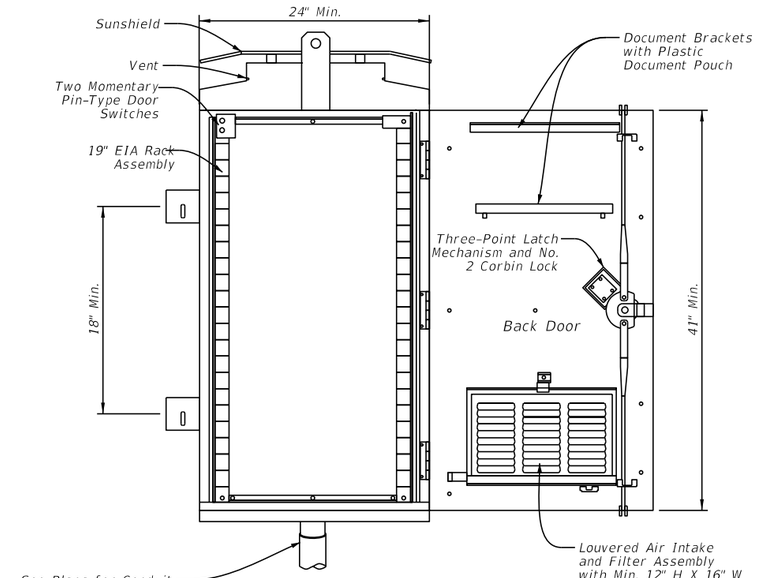
Pole Mounted Cabinet – Type 3 Front View

Not to Scale



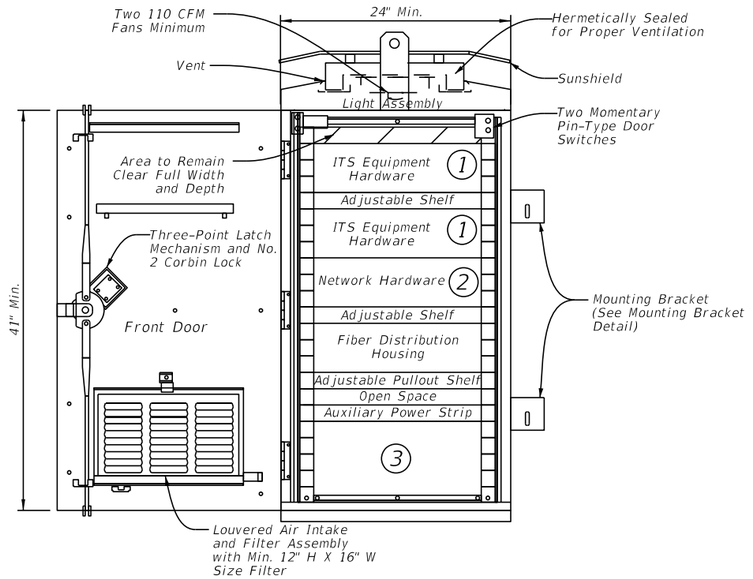
Pole Mounted Cabinet – Type 3 Side View

Not to Scale



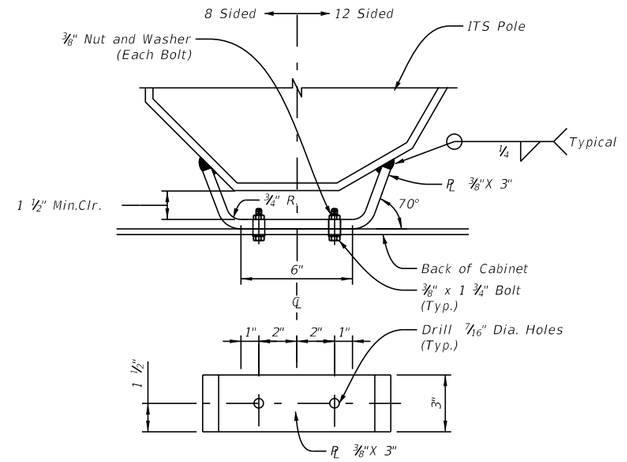
Interior – Type 3 Back View

Not to Scale



Interior – Type 3 With Rack Front View

Not to Scale



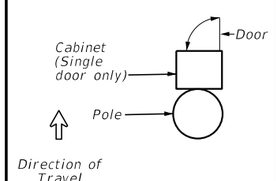
Note:
ITS Pole May be Round, Octagonal (8 Sided), or Dodecahedron (12 Sided).
See ITS(1), and ITS(2) for Details.

Mounting Bracket Detail

Not to Scale

General Notes:

1. Layout of hardware equipment and configuration shown is diagrammatic in nature and intended to represent a preferred Type 3 pole mounted cabinet setup. Hardware needed for each Type 3 cabinet varies and not all cabinet equipment may be shown. The contractor will be responsible for configuring cabinets with all appropriate ITS hardware and power supplies in accordance with the plans and specifications. The contractor may alter the cabinet configuration shown to maximize space and ensure easy access for maintenance.
2. Mount cabinet as detailed on ITS(16) or ITS(17). Orientation of cabinet on ITS pole may vary depending on field conditions. Mount the pole mounted cabinet to the backside of the ITS pole, to allow maintenance personnel to access the cabinet while being able to view oncoming traffic. A dual door configuration (configuration 2) is detailed above.
3. For ITS pole sites located on slopes greater than 4H:1V, Mount the cabinet to the backside of the ITS pole as detailed on ITS(7). Mounting height to accommodate maintenance pad for easy access.
4. All dimensions are approximate and represent minimum cabinet dimensions.
5. Provide conduit entrances at the bottom of the cabinet.
6. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 1) with single door. Paid under Special Specification "ITS Pole with Cabinet" (Configuration 2) with dual door



Orientation of Type 3 Cabinet on ITS Pole (Typical)

Not to Scale

Typical Equipment Layout Legend

	Example Equipment
1	CCTV Interface Panel, Radar Vehicle Sensing Device (RVSD) Equipment, DMS/LCS Controller Environmental Sensor Station (ESS) Equipment, Bluetooth Equipment, or ITS Radio Equipment (See General Note 1)
2	Ethernet Switch, Video Encoder, Terminal Server, Fiber Optic Transceivers, or Media Conversion Equipment (See General Note 1)
3	Power Distribution Assembly, Service Entrance Breakers, Primary AC Power, Auxiliary Power Strip, Ground Bus Bar Surge Protection Equipment

Texas Department of Transportation

Traffic Operations Division Standard

ITS POLE MOUNTED CABINET TYPE 3 DETAILS

ITS(16)-15

FILE: its(16)-15.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS	0921	02	368	365 TOLL
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		2319

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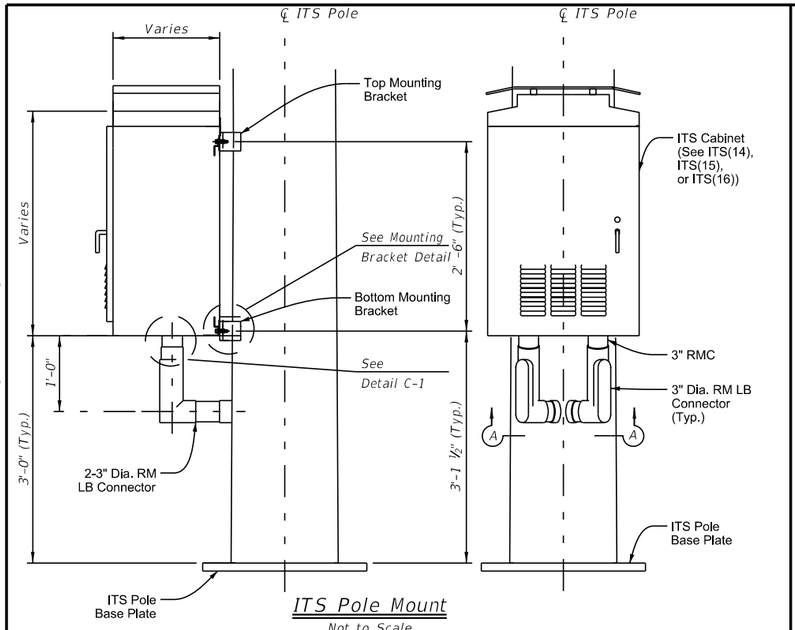
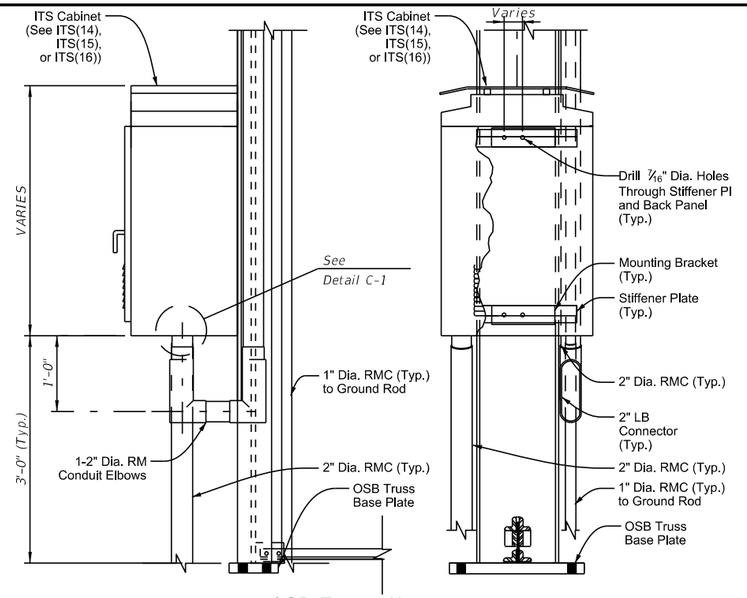


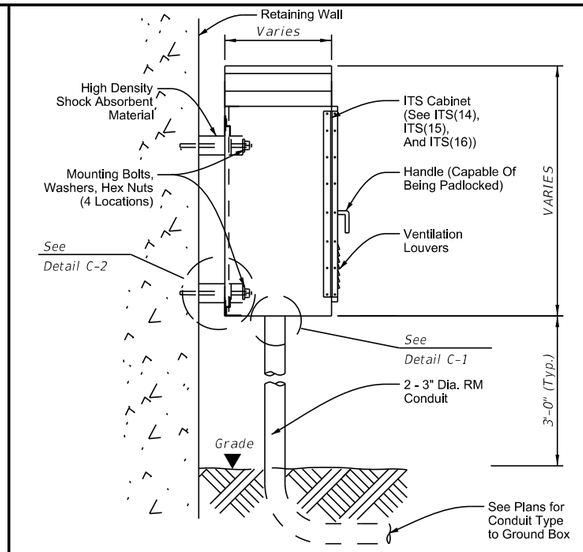
ITS Pole Mount

Not to Scale



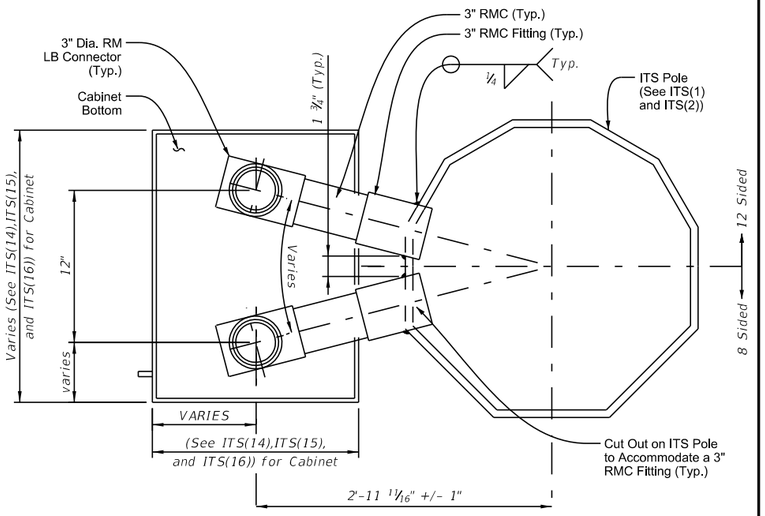
OSB Truss Mount

Not to Scale



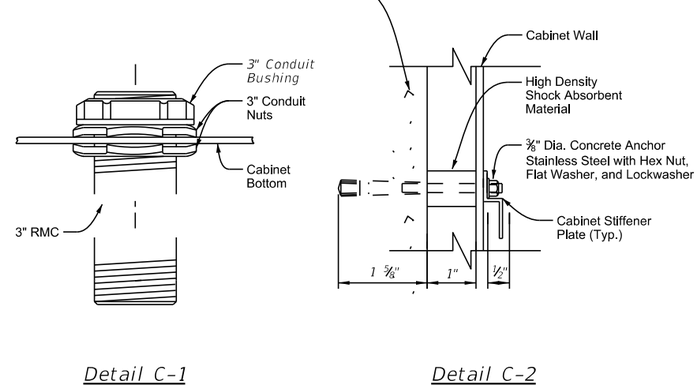
Retaining Wall Mount

Not to Scale



Section A-A

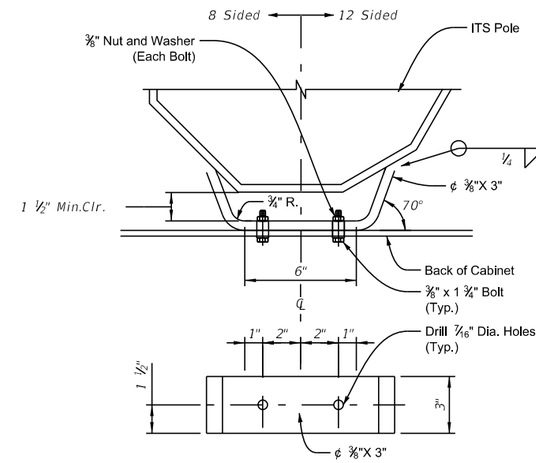
Not to Scale



Detail C-1

Detail C-2

Not to Scale



Note:
ITS Pole May be Round, Octagonal (8 Sided), or Dodecahedron (12 Sided).
See ITS(1), and ITS(2) for Details.

Mounting Bracket Detail

Not to Scale

General Notes:

1. Mount cabinet as detailed on ITS(14), ITS(15), ITS(16), or ITS(17). Orientation of cabinet on ITS pole may vary depending on field conditions. Mount the pole mounted cabinet to the backside of the ITS pole, to allow maintenance personnel to access the cabinet while being able to view oncoming traffic.
2. For ITS pole sites located on slopes greater than 4V:1H, mount the cabinet to the backside of the ITS pole as detailed on ITS(7). Mounting height to accommodate maintenance pad for easy access.
3. All dimensions are approximate and represent minimum dimensions.
4. Provide conduit entrances at the bottom of the cabinet.

Texas Department of Transportation

Traffic Operations Division Standard

ITS POLE MOUNTED CABINET MISC. MOUNTING DETAILS

ITS(17)-15

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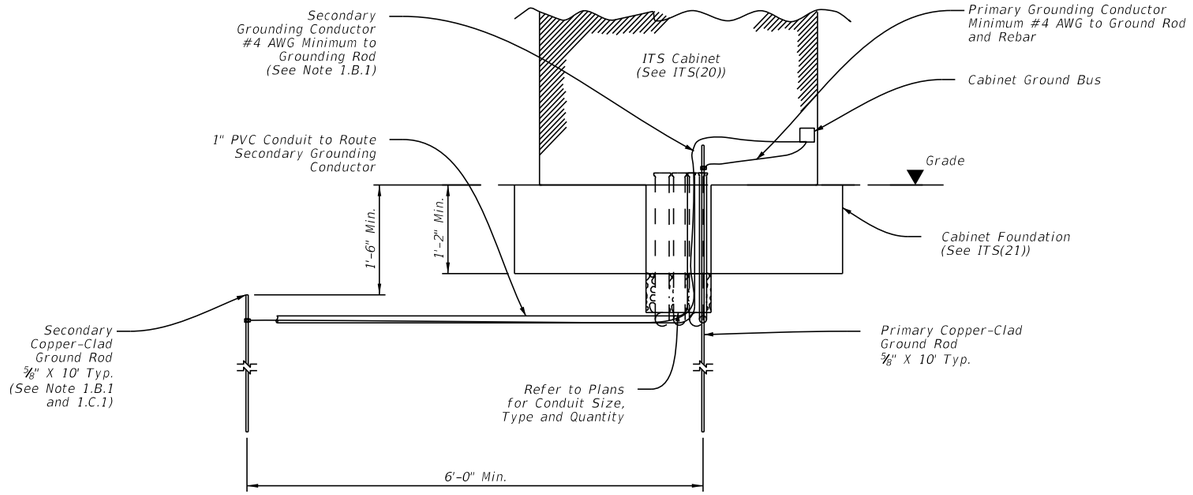
General Notes:

1. Grounding System:
   - A. Description:
     1. Provide ground system consisting of copper wires, ground rods, and concrete-encased grounding electrodes (Ufers), of the configuration shown to minimize potential gradient irregularities, drain leakage, and fault currents to earth.
   - B. Performance:
     1. Provide a grounding system, consisting of a minimum one ground rod, having a resistance not greater than 5 Ohms to ground. Additional ground rods may be added to the system to achieve less than 5 Ohms resistance.
   - C. Design Criteria:
     1. The combined ground resistance of separate systems bonded together below grade may be used to meet the specified ground resistance, but the minimum number of rods indicated shall still be provided.
     2. Measure the resistance of systems requiring separate ground resistance separately before bonding below grade.
     3. Only provide UL-approved materials listed for grounding systems.
     4. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture, unless moisture is permanently excluded from the junction of such materials.
     5. Submit product data for the materials and products used to perform the work of this section.
   - D. Materials:
     1. Conductors:
        - a. Bare Ground Conductor:
          1) For No. 8 AWG or larger bare ground wire sizes, provide soft drawn copper, Class A or Class B, stranded wire meeting the requirements of ASTM B 8.
     2. Ground Compression Connectors:
        - a. Provide molds, thermite packages, and other material for ground compression connectors that are full-rated to carry 100% of the cable rating and which meet IEEE 837.
          1) Provide the compression materials from a single manufacturer throughout the project.
        - b. Provide the items necessary for connecting cable to ground rods.
     3. Ground Rods:
        - a. Provide copper-clad steel ground rods conforming to the requirements specified in UL 467.
          1) Diameter: ⅝ in.
          2) Length: 10 Ft.

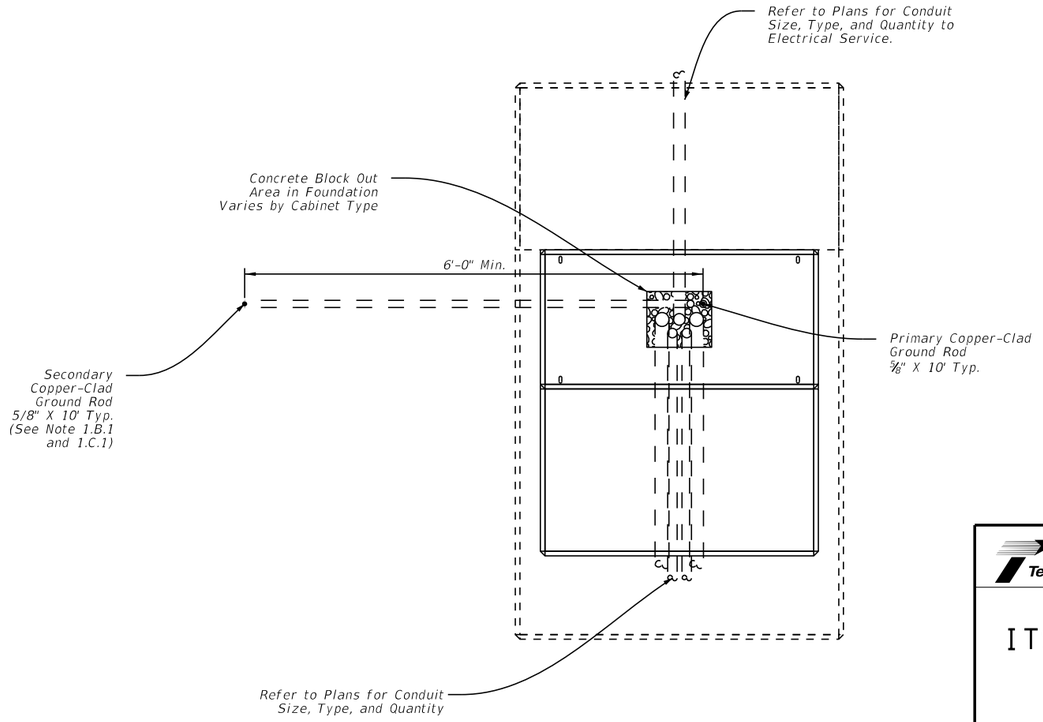
2. Installation:
   - A. Install grounding components and systems in accordance with the requirements specified in UL 467, IEEE 81, and IEEE 142.
   - B. System Grounding:
     1. Ground Rods:
        - a. Drive ground rods into the ground until the tops of the rods are approximately 18 in. below finished grade.
        - b. If multiple ground rods are needed to meet the minimum resistance of 5 Ohms, space ground rods as evenly as possible, at least 6 feet apart, and so conductors will be connected below grade.
     2. Conductors:
        - a. Provide minimum No. 4 AWG ground wire for system and equipment grounding.
        - b. Using suitable fasteners, securely attach exposed ground wires to structural supports at not more than 2 ft. intervals, where applicable.
        - c. Bends in ground wires greater than 45 degrees are unacceptable.
     3. Cable Connections:
        - a. Use approved exothermic-welded connections for conductor splices and connections between conductors and other components.

3. Testing:
   - A. Resistance Test:
     1. Test Procedure:
        - a. The ground-resistance measurements of each ground Rod shall be taken.
          1) The resistance to ground shall be measured in accordance with the fall-of-potential method specified in IEEE 81 and IEEE 142.
          2) Ground-resistance measurements shall be made in normally dry weather, not less than 48 hours after rainfall, and with the ground under test isolated from other grounds.
        - b. Test reports shall be prepared that indicate the location of the ground rod, the grounding system, and the resistance and soil conditions at the time the test was performed.
     2. Acceptance Criteria:
        - a. The grounding system must have a resistance not greater than 5 Ohms.
        - b. Do not energize any part of the electrical distribution system prior to the resistance testing of that system's ground rods and grounding system, and submission of the test results for approval.
     3. Inspections:
        - a. Prepare and submit as-built record drawings of the grounding system as installed and test reports for approval.



Ground Mounted Cabinet – Side View

(Slab & Base)
Not to Scale



Ground Mounted Cabinet – Top View

(Slab & Base)
Not to Scale

Texas Department of Transportation

Traffic Operations Division Standard

ITS CABINET GROUNDING DETAILS

ITS(18)-15

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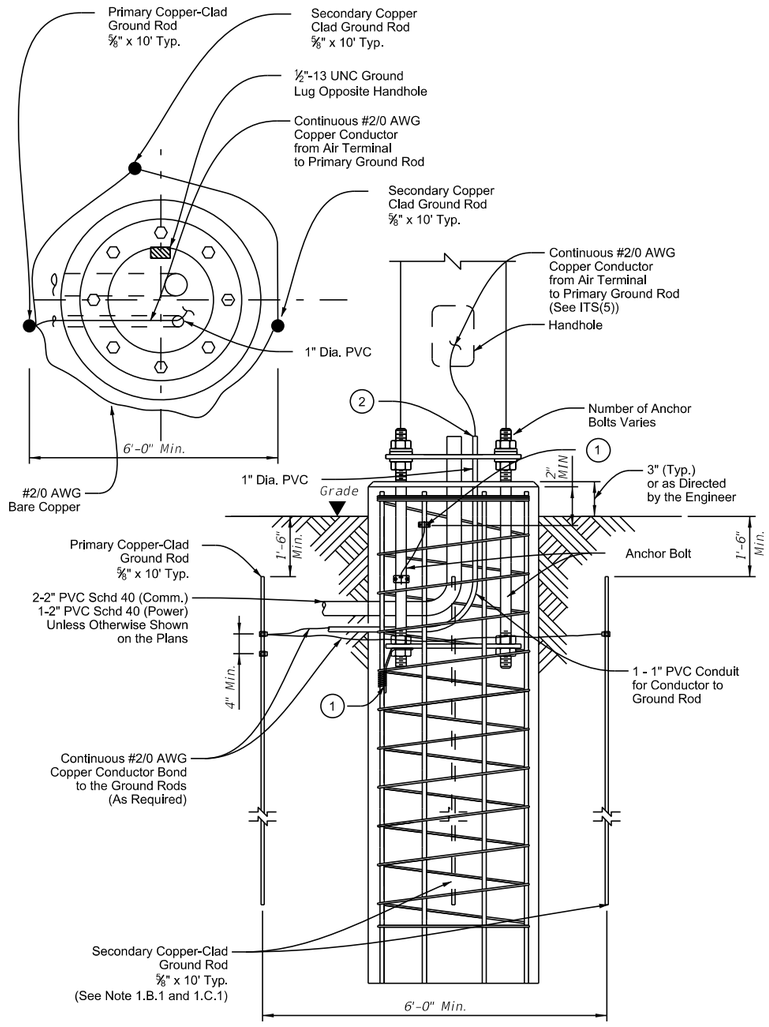
General Notes:

1. Grounding System:
   - A. Description:
     1. Provide ground system consisting of copper wires, ground rods, and concrete-encased grounding electrodes (Ufers), of the configuration shown to minimize potential gradient irregularities, drain leakage, and fault currents to earth.
   - B. Performance:
     1. Provide a grounding system, consisting of a minimum one ground rod, having a resistance not greater than 5 Ohms to ground. Additional ground rods may be added to the system to achieve less than 5 Ohms resistance.
   - C. Design Criteria:
     1. The combined ground resistance of separate systems bonded together below grade may be used to meet the specified ground resistance, but the minimum number of rods indicated shall still be provided.
     2. Measure the resistance of systems requiring separate ground resistance separately before bonding below grade.
     3. Only provide UL-approved materials listed for grounding systems.
     4. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture, unless moisture is permanently excluded from the junction of such materials.
     5. Submit product data for the materials and products used to perform the work of this section.
   - D. Materials:
     1. Conductors:
        - a. Bare Ground Conductor:
          1) For No. 8 AWG or larger bare ground wire sizes, provide soft drawn copper, Class A or Class B, stranded wire meeting the requirements of ASTM B 8.
     2. Ground Compression Connectors:
        - a. Provide molds, thermite packages, and other material for ground compression connectors that are full-rated to carry 100% of the cable rating and which meet IEEE 837.
          1) Provide the compression materials from a single manufacturer throughout the project.
        - b. Provide the items necessary for connecting cable to ground rods.
     3. Ground Rods:
        - a. Provide copper-clad steel ground rods conforming to the requirements specified in UL 467.
          1) Diameter: ⅝ in.
          2) Length: 10 ft.

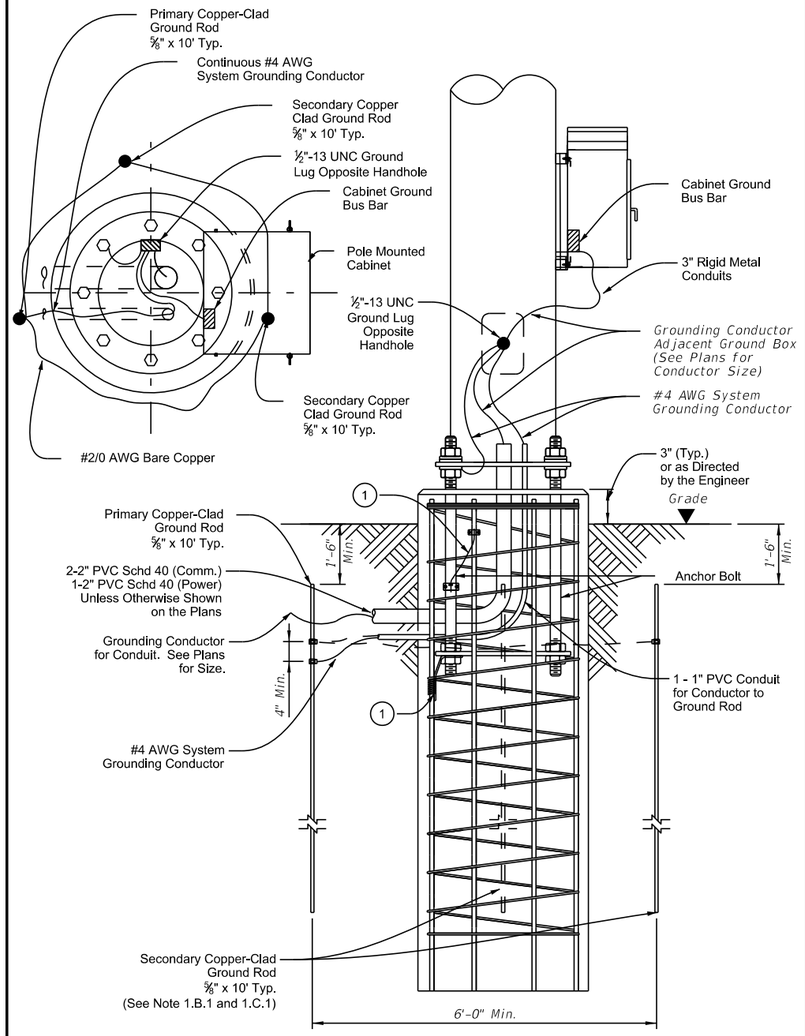
2. Installation:
   - A. Install grounding components and systems in accordance with the requirements specified in UL 467, IEEE 81, and IEEE 142.
   - B. System Grounding:
     1. Ground Rods:
        - a. Drive ground rods into the ground until the tops of the rods are approximately 18 in. below finished grade.
        - b. If multiple ground rods are needed to meet the minimum resistance of 5 Ohms, space ground rods as evenly as possible, at least 6 feet apart, so conductors will be connected below grade.
     2. Conductors:
        - a. Provide minimum No. 2/0 AWG ground wire for lightning protection from air terminal.
        - b. Provide minimum No. 4 AWG ground wire for system and equipment grounding.
        - c. Using suitable fasteners, securely attach exposed ground wires to structural supports at not more than 2 ft. intervals, where applicable.
        - d. Bends in ground wires greater than 45 degrees are unacceptable.
     3. Cable Connections:
        - a. Use approved exothermic-welded connections for conductor splices and connections between conductors and other components.

3. Testing:
   - A. Resistance Test:
     1. Test Procedure:
        - a. The ground-resistance measurements of each ground Rod shall be taken.
          1) The resistance to ground shall be measured in accordance with the fall-of-potential method specified in IEEE 81 and IEEE 142.
          2) Ground-resistance measurements shall be made in normally dry weather, not less than 48 hours after rainfall, and with the ground under test isolated from other grounds.
        - b. Test reports shall be prepared that indicate the location of the ground rod, the grounding system, and the resistance and soil conditions at the time the test was performed.
     2. Acceptance Criteria:
        - a. The grounding system must have a resistance not greater than 5 Ohms.
        - b. Do not energize any part of the electrical distribution system prior to the resistance testing of that system's ground rods and grounding system, and submission of the test results for approval.
     3. Inspections:
        - a. Prepare and submit as-built record drawings of the grounding system as installed and test reports for approval.



Lightning Protection System

Not to Scale



Grounding Layout Typical Pole Mounted Cabinet

Not to Scale

Reference Notes:

(1) Bond anchor bolts to rebar with #2/0 AWG jumper and two mechanical connectors or by bending No. 3 bar on bottom template as shown and wire tightly with ten turns of No. 10 wire or one mechanical connector. Mechanical connectors shall be UL Listed for concrete encasement.

(2) Cut PVC approximately 1 in. above concrete and install bell or bushing. Align conduit as close as possible to point of attachment to base plate to minimize bends in #2/0 wire.

Texas Department of Transportation

Traffic Operations Division Standard

ITS POLE GROUNDING DETAILS

ITS(19)-15

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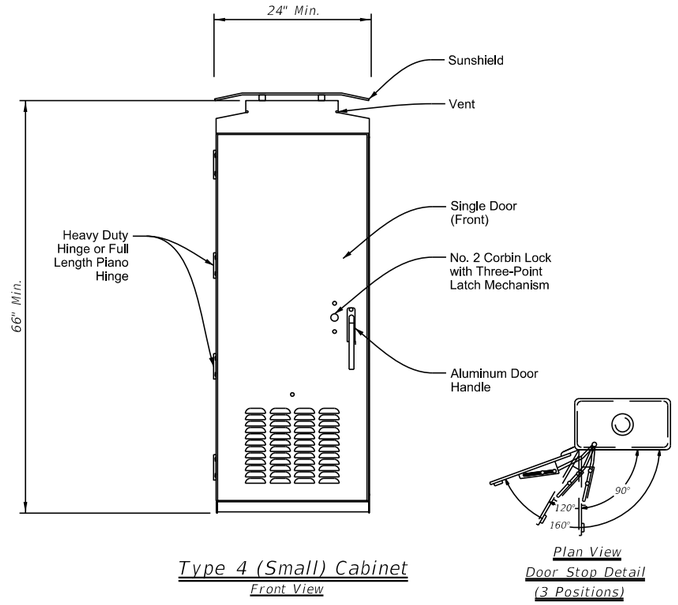
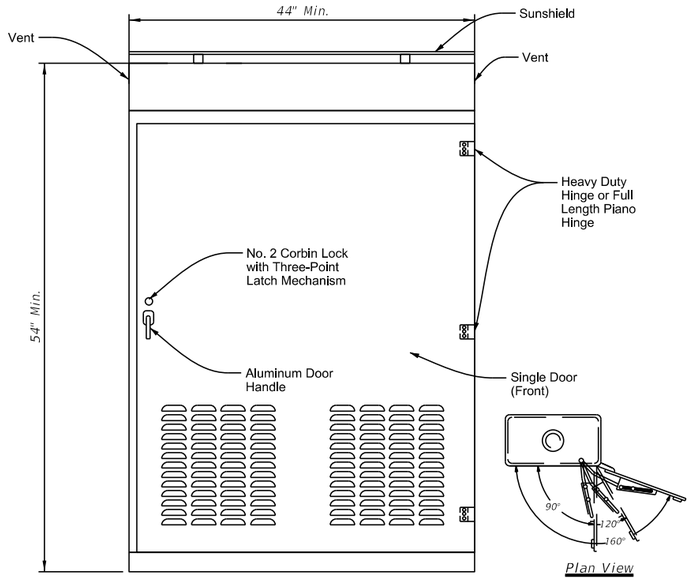


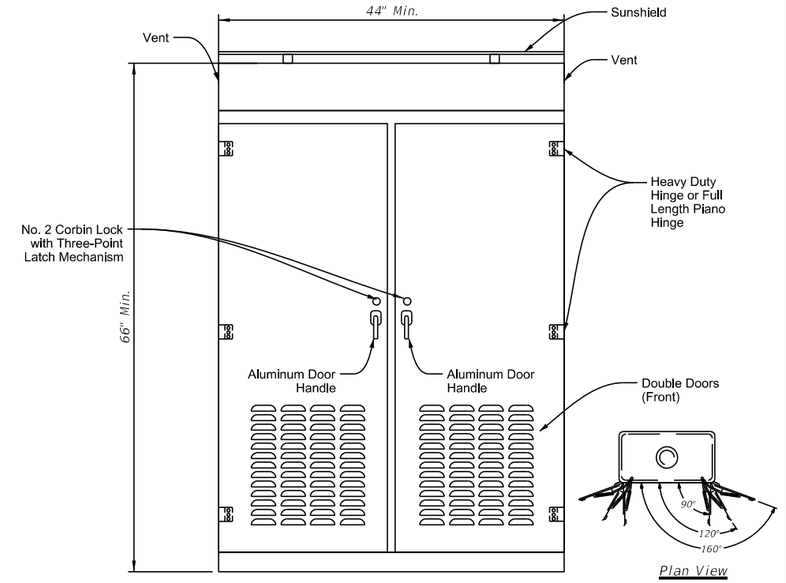
Type 4 (Small) Cabinet
Front View

Plan View
Door Stop Detail
(3 Positions)



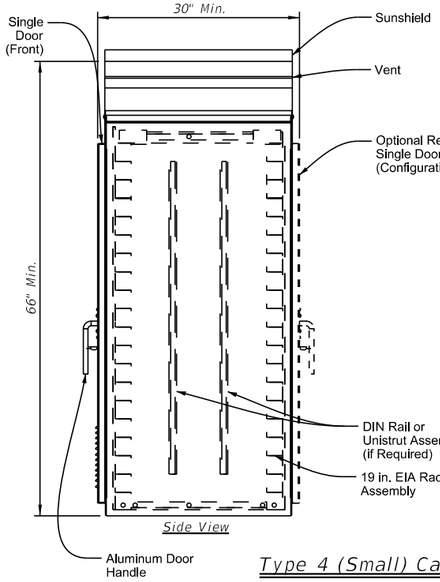
Type 5 (Medium) Cabinet
Front View

Plan View
Door Stop Detail
(3 Positions)



Type 6 (Large) Cabinet
Front View

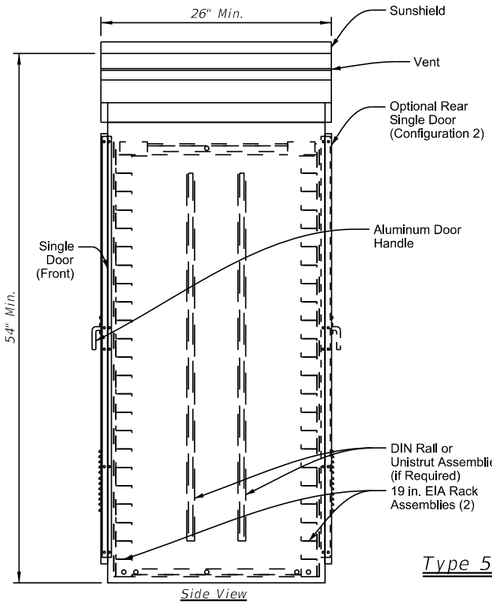
Plan View
Door Stop Detail
(3 Positions)



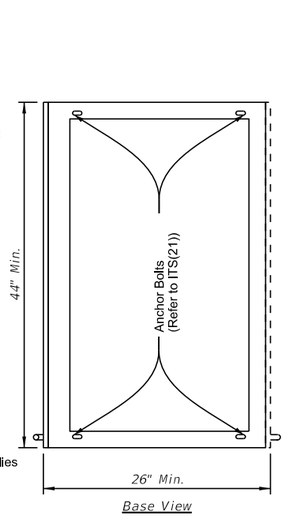
Side View

Base View

Type 4 (Small) Cabinet

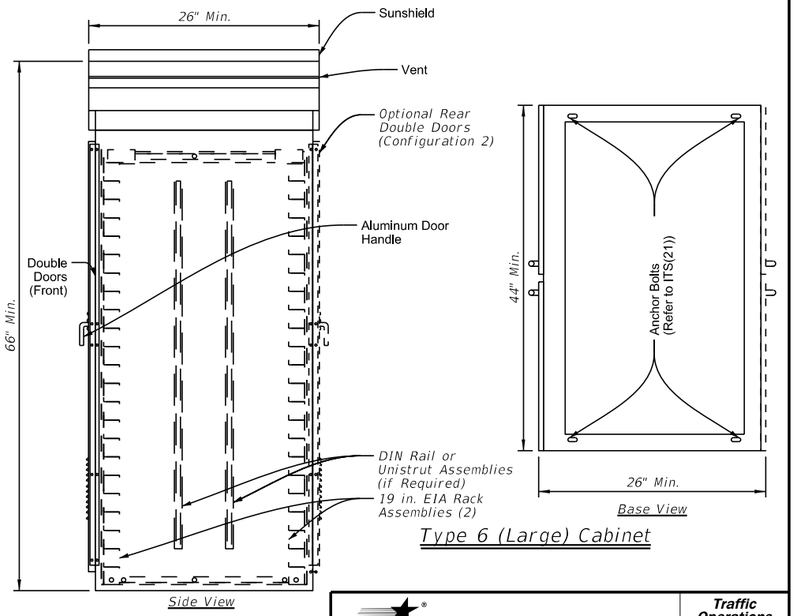


Side View



Base View

Type 5 (Medium) Cabinet



Side View

Base View

Type 6 (Large) Cabinet

General Notes:

1. Cabinet hardware equipment and door configuration shown is diagrammatic in nature and intended to represent a preferred ground mounted cabinet setup. Door orientation may vary and will be noted in the plans. The contractor will be responsible for configuring cabinets with all appropriate ITS hardware and power supplies in accordance with the plans and specifications. The contractor may alter the cabinet configuration shown to maximize space and ensure easy access for maintenance.
2. All dimensions are approximate and represent minimum dimensions.
3. Provide conduit entrances at the bottom of the cabinet.
4. Paid under Special Specification "ITS Ground Mounted Cabinet" (Configuration 1) with single door. Paid under Special Specification "ITS Ground Mounted Cabinet" (Configuration 2) for rear door option.
5. Sunshield to be mounted to cabinet using nuts, bolts, and spacers. Water proof sealant to be used at cabinet surface/bolt contact points.

Texas Department of Transportation

Traffic Operations Division Standard

ITS GROUND MOUNTED CABINET ELEVATION DETAILS

ITS(20)-15

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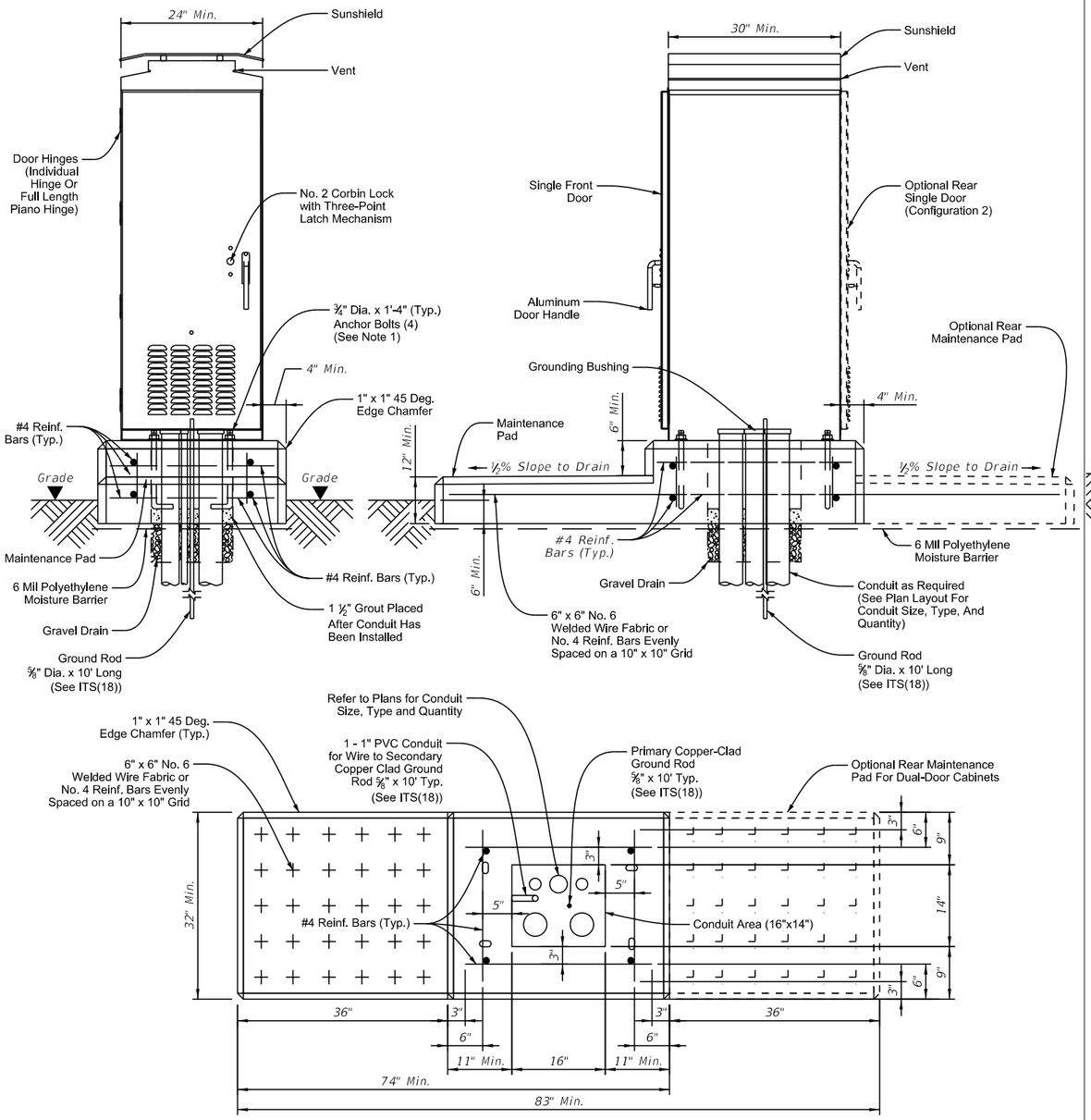
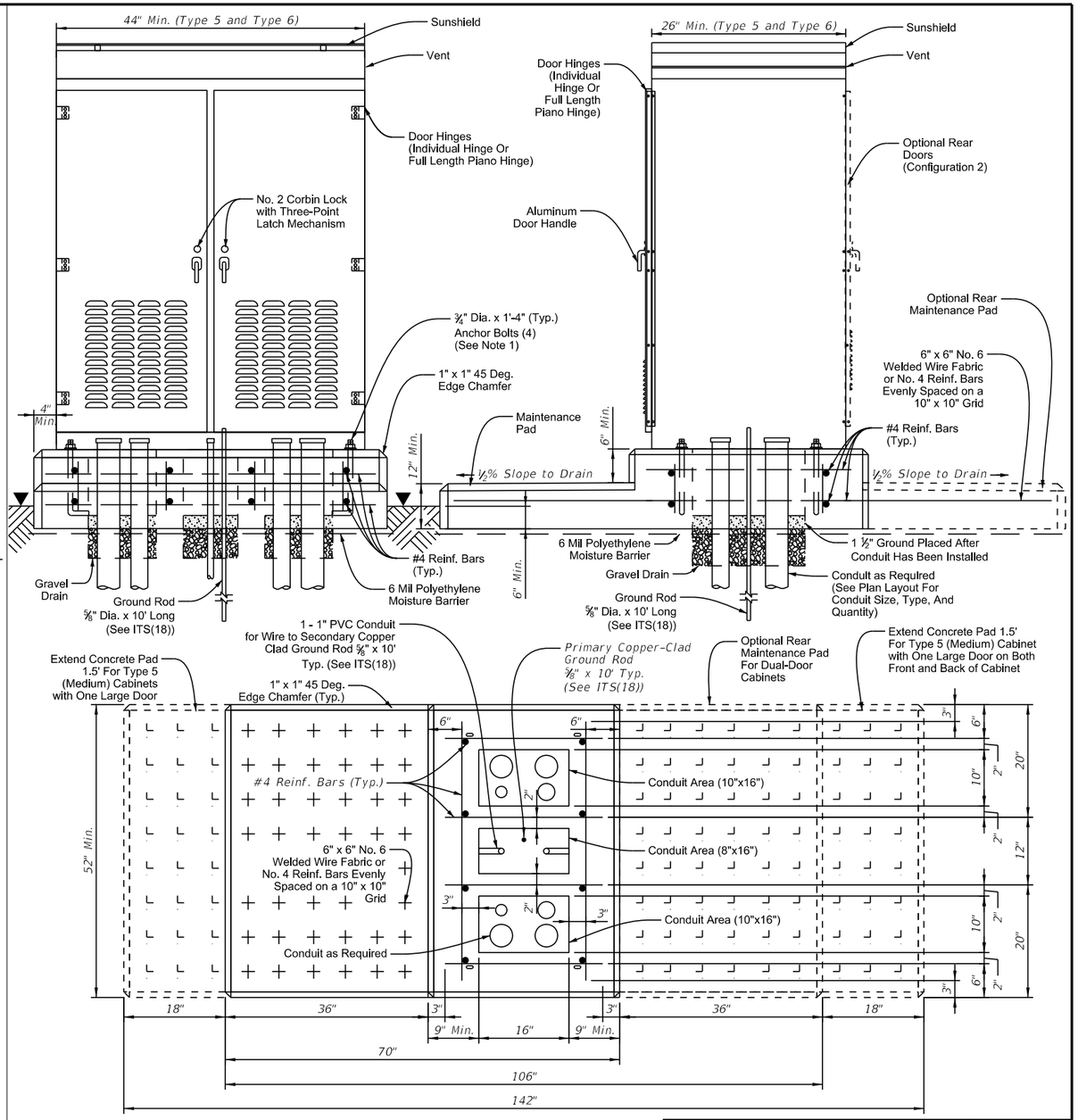


Type 4 (Small) Cabinet



Type 5 (Medium) & Type 6 (Large) Cabinet

General Notes:

1. Details of anchor bolt location to be furnished by the cabinet manufacturer. Size and length of anchor bolts shown in details may vary by manufacturer.
2. Modify concrete base dimensions to fit required cabinet type.
3. Ensure conduit area has gravel drain, 12" depth, course aggregate, grade No. 1.
4. All concrete to be Class "A" in accordance with Item 421.
5. Set the cabinet foundation level with the pavement surface, in unpaved area. The foundation shall be a minimum of 4" above surrounding grade, or as approved by the Engineer.
6. Furnish any additional concrete which may be necessary to stabilize foundation at unusual locations.
7. Foundation will be subsidiary to Special Specification "ITS Ground Mounted Cabinet.
8. Ground cabinet as required in cabinet specifications and as detailed on ITS(18) in accordance with the National Electric Code (NEC).
9. Treat cabinet foundation with moisture sealant.
10. Type 5 cabinet foundation will have a slightly larger foundation than Type 6. See foundation notes on details.
11. Drain pipe shall be screened for drainage portion below foundation in gravel.

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Traffic Operations Division Standard

ITS GROUND MOUNTED CABINET FOUNDATION DETAILS

ITS(21)-15

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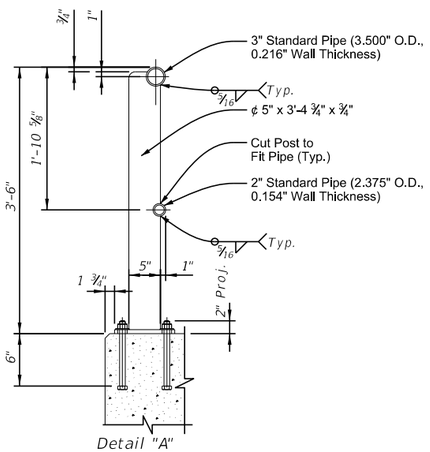
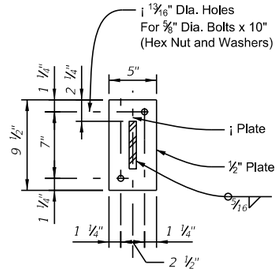
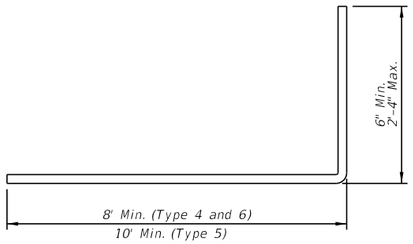


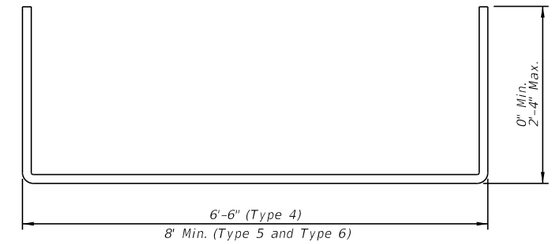
Detail "A"
Pedestrian Rail



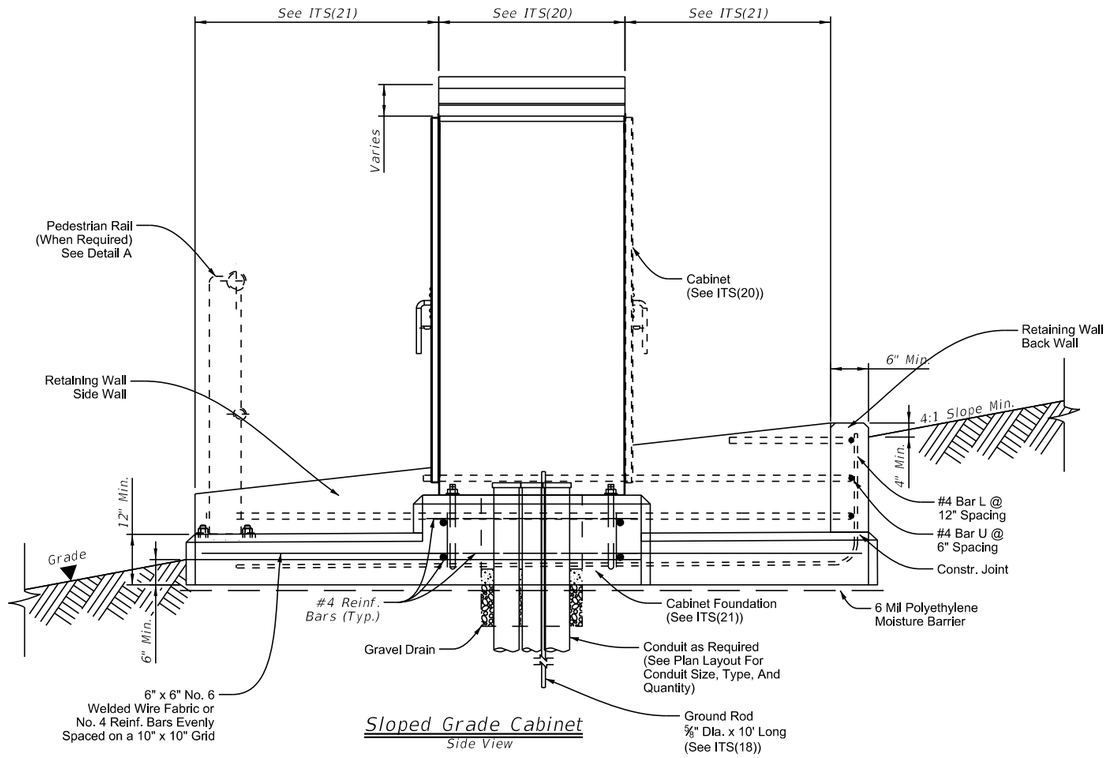
Pedestrian Rail Base Plate



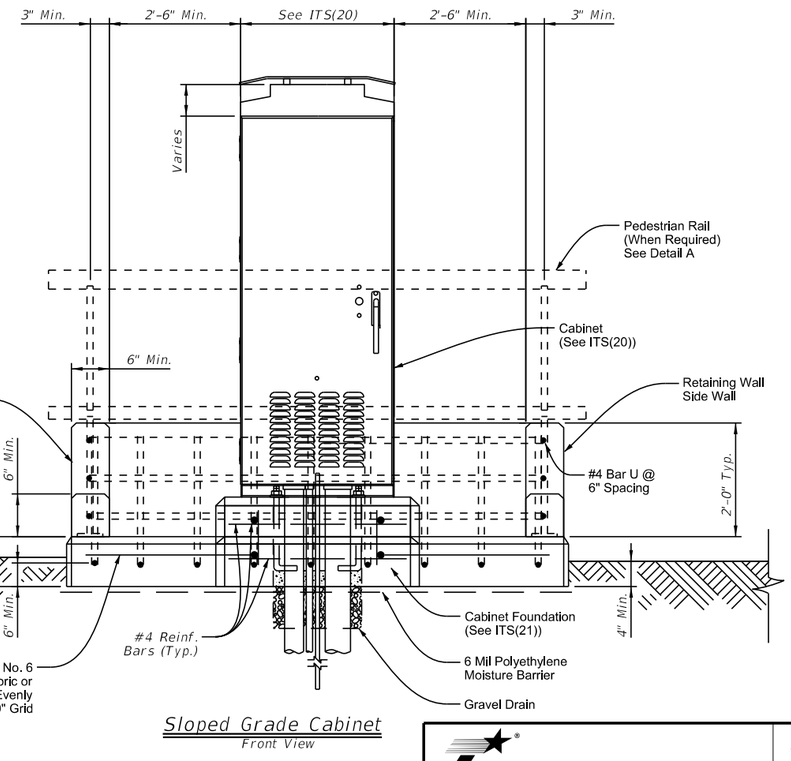
Reinforcement Bar L
#4 Bar @ 12" Spacing



Reinforcement Bar U
#4 Bar @ 6" Spacing



Sloped Grade Cabinet
Side View



Sloped Grade Cabinet
Front View

General Notes:

1. Details of anchor bolt location to be furnished by the cabinet manufacturer. See ITS(21) for size and type of anchor bolts. May vary by manufacturer.
2. Modify concrete base dimensions to fit required cabinet type.
3. Ensure conduit area has gravel drain, 12" depth, course aggregate, Grade No. 1.
4. All concrete to be Class "A" in accordance with Item 421.
5. Set the cabinet foundation level with the pavement surface, in unpaved area. The foundation shall be a minimum of 6" above surrounding grade, or as approved by the Engineer.
6. Furnish any additional concrete which may be necessary to stabilize foundation at unusual locations.
7. Foundation will be considered subsidiary to Special Specification "ITS Ground Mounted Cabinet."
8. Ground cabinet as required in cabinet specifications and as per National Electric Code (NEC).
9. Treat cabinet foundation with moisture sealant.
10. Type 5 cabinet foundation will have a slightly larger foundation than Type 6. See foundation notes on details.
11. Drain pipe shall be screened for drainage portion below foundation in gravel.
12. Pipe for pipe rail must conform to ASTM A53 GR B, or A500 GR B. Posts and plates must be ASTM A36. All steel components to be galvanized unless otherwise shown in plans.
13. Pedestrian rail anchor bolts must be 5/8" diameter ASTM A307 Grade A bolts (or A36 threaded rods with one tack welded hex nut each) with one hex nut and one hardened steel washer at each bolt. Threaded rods may be 0.557" minimum diameter with rolled threads. Nuts must conform to A563 requirements.
14. Exposed edges of pipe rail and pipe rail posts must be rounded or chamfered to approximately 1/16" by grinding. Provide an end cap at either end of pipe railing.
15. Welded wire mesh not required in maintenance pad area when retaining wall rebar is integrated into maintenance pad.

Texas Department of Transportation

Traffic Operations Division Standard

ITS GROUND MOUNTED CABINET FOUNDATION ON SLOPE DETAILS

ITS(22)-15

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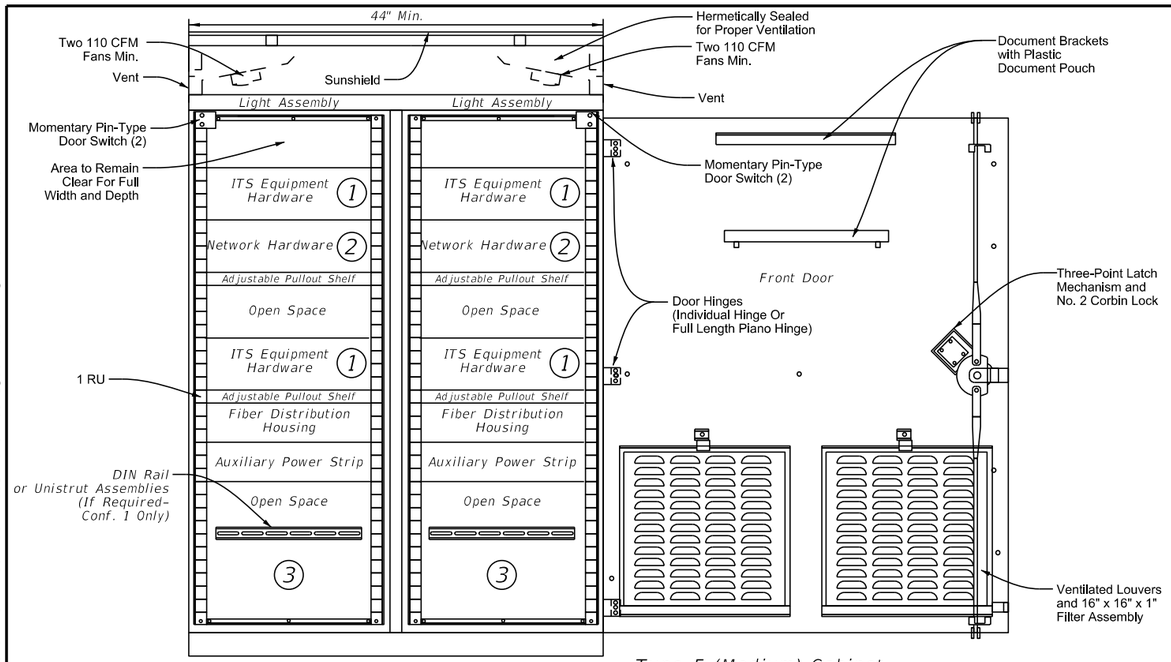
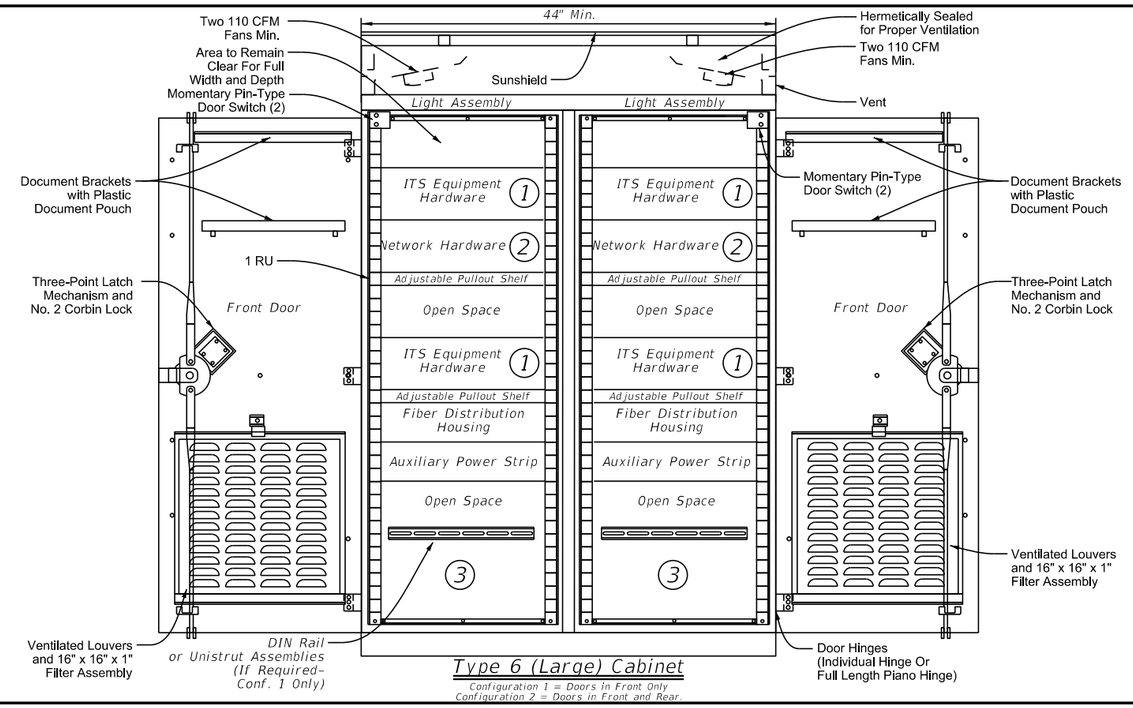


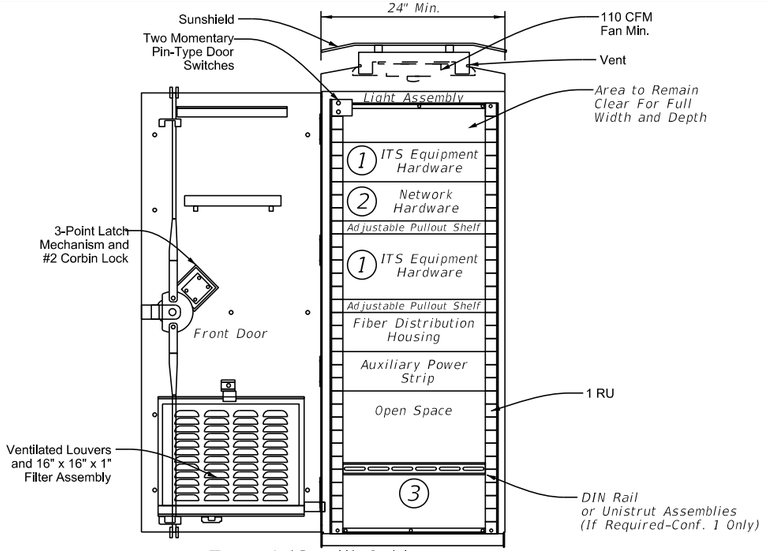
Type 5 (Medium) Cabinet

Configuration 1 = Doors in Front Only
Configuration 2 = Doors in Front and Rear.



Type 6 (Large) Cabinet

Configuration 1 = Doors in Front Only
Configuration 2 = Doors in Front and Rear.



Type 4 (Small) Cabinet

Configuration 1 = Doors in Front Only
Configuration 2 = Doors in Front and Rear.

Typical Equipment Layout Legend

	Example Equipment
1	CCTV Interface Panel, Radar Vehicle Sensing Device (RVSD) Equipment, DMS/LCS Controller Environmental Sensor Station (ESS) Equipment, Bluetooth Equipment, Highway Advisory Radio (HAR), Ramp Meter or Inductive Loop Card Rack, Automatic Vehicle Identification (AVI) Equipment, or ITS Radio Equipment (See General Note 1)
2	Ethernet Switch, Video Encoder, Terminal Server, Fiber Optic Transceivers, or Media Conversion Equipment (See General Note 1)
3	Power Distribution Assembly, Service Entrance Breakers, Primary AC Power, Auxiliary Power Strip, Ground Bus Bar Surge Protection Equipment, Solar Power System (If Required)

General Notes:

1. Layout of hardware equipment and configuration shown is diagrammatic in nature and intended to represent a preferred ground mounted cabinet setup. Hardware needed for each cabinet varies and not all cabinet equipment may be shown. The contractor will be responsible for configuring cabinets with all appropriate ITS hardware and power supplies in accordance with the plans and specifications. The contractor may alter the cabinet configuration shown to maximize space and ensure easy access for maintenance.
2. All dimensions are approximate and represent minimum dimensions.
3. Provide conduit entrances at the bottom of the cabinet.
4. Paid under Special Specification "ITS Ground Mounted Cabinet" (Configuration 1) with single door. Paid under Special Specification "ITS Ground Mounted Cabinet" (Configuration 2) for rear door option.
5. RU = rack unit.
6. Contractor to remove the cabinet removable center support, which ensures cabinet rigidity during shipping, during installation.

Texas Department of Transportation

Traffic Operations Division Standard

ITS GROUND MOUNTED CABINET INTERIOR DETAILS

ITS(23)-15

FILE: its(23)-15.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT June 2015	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	02	368	365 TOLL
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		2326

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024 – 28

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 July 2024, 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, on August 23, 2022, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on July 25, 2023, 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.

*****

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 July, 2024, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A
ONE (1) YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
WITH
HILLTOP SECURITIES, INC.
EFFECTIVE
JULY 23, 2024

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, 2021

12th EXTENSION DATED AUGUST 23, 2022

13th EXTENSION DATED AUGUST 24, 2023

ONE-YEAR EXTENSION EFFECTIVE JULY 23, 2024

HILLTOP SECURITIES, INC.

By:_____
Richard M. Ramirez, Regional Managing Director

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director

Date: _____

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between Hidalgo County Regional Mobility Authority ("HCRMA") and First Southwest Company effective as of the date executed by the HCRMA as set forth on the signature page hereof. First Southwest Company shall serve as Financial Advisor (hereafter, the "Financial Advisor").

WITNESSETH:

WHEREAS, the HCRMA will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, HCRMA desires to retain an independent financial advisor; and

WHEREAS, the HCRMA desires to obtain the professional services of the Financial Advisor to advise the HCRMA regarding financial issues affecting the HCRMA and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the HCRMA (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the HCRMA solicited proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for qualifications submitted by Financial Advisor, the HCRMA selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by HCRMA during the period in which this Agreement shall be effective.

NOW, THEREFORE, the HCRMA and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the HCRMA, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the HCRMA agrees to pay to the Financial Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of HCRMA, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the HCRMA to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (if applicable) and present and future taxing requirements of the HCRMA and the counties which formed the HCRMA. In the event revenues of existing or projected facilities operated by the HCRMA are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the HCRMA, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the HCRMA's staff and consulting engineers or other experts, if any, engaged by the HCRMA.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the HCRMA recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while

achieving the objectives of the HCRMA. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the HCRMA, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise HCRMA of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, the Financial Advisor will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of public finance attorneys ("Bond Counsel") retained by the HCRMA.

B. Debt Management and Financial Implementation. At the direction of HCRMA, the Financial Advisor shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make recommendations as to an appropriate method of sale, and:

a. If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:

(1) Supervise the sale of Debt Instruments;

(2) Assist the staff of the HCRMA in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and

(3) Advise the HCRMA regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

(1) Recommend for HCRMA's consideration one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.

(2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the HCRMA's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.

(3) Assist the staff of the HCRMA in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the HCRMA as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the HCRMA for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the HCRMA with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the HCRMA as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the HCRMA,

coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the HCRMA as may be finally approved or directed by the HCRMA.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the HCRMA in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the HCRMA, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the HCRMA, make arrangements for such services.

8. HCRMA Meetings. When requested attend meetings of the HCRMA board of directors, its committees, staff meetings, and other meetings pertaining to the business of the authority.

9. Printing. To the extent authorized by the HCRMA, coordinate all work incident to printing of the offering documents and the Debt Instruments.

10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instrument provided that the Financial Advisor shall not authorize or direct Bond Counsel to undertake any work without approval of the HCRMA.

11. Changes in Laws. Provide to the HCRMA copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the

municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to, the HCRMA.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the HCRMA, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the HCRMA in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the HCRMA a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

14. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, the Financial Advisor may purchase such investments as may be directed and authorized by HCRMA to be purchased, it being understood that the Financial Advisor will be compensated in the normal and customary manner for each such transaction. In any instance wherein the Financial Advisor may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of HCRMA, we will disclose to HCRMA the nature and, to the extent such is known, the amount of any such compensation so that HCRMA may consider the information in making its investment decision. It is understood and agreed that the Financial Advisor is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment/advisor. HCRMA may, from time to time, utilize the broker/dealer services of the Financial Advisor and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of the Financial Advisor and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.

SECTION II

OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to HCRMA the following services, when so requested by the HCRMA and subject to the agreement by HCRMA and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial Advisor for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

2. Capital Improvement Programs. Provide advice and assistance in the development of any capital improvements programs of the HCRMA.

3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the HCRMA.

4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the HCRMA, Bond Counsel, auditors and other experts and consultants retained by the HCRMA and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III
TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the HCRMA as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. The Parties may elect to renew this Agreement for additional one year terms.

SECTION IV
TERMINATION

This Agreement may be terminated with or without cause by the HCRMA or the Financial Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V
COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between HCRMA and the Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with and contingent to the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, Texas 78701

Such fees in Appendix A are for customary services provided in processing or preparing transactions for market issuance and related customary services. HCRMA may request Financial Advisor to provide analysis or advice which would require significant time commitment on the part of Financial Advisor prior to a debt issuance or request work to done outside of the scope contemplated herein. In such case, HCRMA and Financial Advisor shall negotiate a reasonable fee to be paid monthly to Financial Advisor.

SECTION VI
COVENANTS OF THE PARTIES

1. Covenants of HCRMA.

a. Upon reasonable request from Financial Advisor, HCRMA will provide or cause to be provided to Financial Advisor information relating to the HCRMA relating to matters necessary for Financial Advisor to perform its duties hereunder. HCRMA acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the HCRMA.

b. HCRMA shall indemnify and hold harmless Financial Advisor, its directors, officers, agents and/or employees from and against any and all liability and costs (including reasonable attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, arising from Financial Advisor's provision of services to HCRMA under this Agreement; provided, however, that HCRMA need not indemnify or hold harmless Financial Advisor, its directors, officers, agents and/or employees from actual damages directly resulting from the gross negligence or willful misconduct of Financial Advisor, its directors, officers, agents and/or employee.

2. Covenants of Financial Advisor.

a. Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold by HCRMA at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.

b. All information provided to Financial Advisor by the HCRMA shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information that the HCRMA has identified as confidential or proprietary.

c. Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the HCRMA; that the HCRMA will be relying on the expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the HCRMA's

best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party.

d. Upon request by the HCRMA, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.

SECTION VII
MISCELLANEOUS

1. **Limitations on Liability**. HCRMA hereby acknowledges and agrees that in any event regardless of the cause of action, except for damages directly resulting from Financial Advisor's negligence, Financial Advisor's total liability and obligations (including loss and expenses) for providing services to HCRMA shall not exceed the gross amount of the fees received by Financial Advisor pursuant to this Agreement. The limitations on liability set forth in this Agreement are fundamental elements of the bargain between HCRMA and Financial Advisor, and the pricing for the services set forth on Appendix A reflect such limitations.

2. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas and the venue for any proceeding shall be the County of Hidalgo.

3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the HCRMA and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, TX 78701
Attn: Richard M. Ramirez

HCRMA:

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596

With a copy to:
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, TX 78212
Attention: Blakely Fernandez

5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

FIRST SOUTHWEST COMPANY

By: _____
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: _____
Richard M. Ramirez
Senior Vice President

Date: 5/14/09

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 5-14-09

APPENDIX A

The Transaction Fees applicable to separate series of debt issues due the Financial Advisor for issuance of all Debt Instruments will not exceed those contained in the fee schedule as listed below.

First $5.00 per $1,000 up to	$5,000,000 or a total of $25,000	for $5,000,000 Debt Instruments
Plus $4.00 per $1,000 next	$15,000,000 or a total of $85,000	for $20,000,000 Debt Instruments
Plus $3.00 per $1,000 next	$20,000,000 or a total of $145,000	for $40,000,000 Debt Instruments
Plus $2.00 per $1,000 next	$10,000,000 or a total of $165,000	for $50,000,000 Debt Instruments
Plus $1.00 per $1,000 next	$25,000,000 or a total of $190,000	for $75,000,000 Debt Instruments
Plus $0.75 per $1,000 over	$75,000,000 Debt Instruments	

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the HCRMA.

The payment of Transaction Fees for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefore between the Financial Advisor and HCRMA, which agreement must be entered into prior to the rendition of services for which payment is requested.

The HCRMA shall be responsible for the following expenses, if and when applicable, whether they are charged to the HCRMA directly as expenses or charged to the HCRMA by the Financial Advisor as reimbursable expenses:

Bond counsel
Bond printing
Bond ratings
Credit enhancement
CPA fees for refunding
Official statement printing
Paying agent/registrar/trustee
Travel expenses for authorized travel
Underwriter and underwriter's counsel

The payment of reimbursable expenses that the Financial Advisor has assumed on behalf of the HCRMA shall NOT be contingent upon the delivery of Debt Instruments and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by the Financial Advisor.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-29

CONSIDERATION AND APPROVAL SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 21 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES, INC. FOR A NO-COST TIME EXTENSION TO PROVIDE SURVEYING SERVICES FOR ADDITIONAL "X" PARCELS CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 AS PART OF THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 25th day of June 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of $2,080.00; and

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

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of $4,370.00; and

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

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

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

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of $1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of $2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of $3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of $3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of $3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of $3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-19 Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for the "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of $56,245.00; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-20 Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for a corner clip to accommodate utility relocation along Thomas and I Road [Veteran's] as part of the 365 Tollway Project in the amount of $1,800.00; and

WHEREAS, on November 28, 2023 the Authority approved Resolution 2023-47 Supplemental No. 1 to Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of
$15,715.00; and

WHEREAS, on February 27, 2024 the Authority approved Resolution 2024-12 Supplemental No. 1 to Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of $19,845.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-29 Supplemental No. 2 to Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for a no-cost time extension for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project.

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

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

Section 2. The Board hereby approves Resolution 2024-29 for Supplemental No. 2 to Work Authorization 21 to the professional service agreement with SAMES Engineering to provide survey services for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Supplemental No. 2 to Work Authorization 21 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

*****

Exhibit A

Supplemental No. 2 to Work

Authorization Number 21

to

Professional Service Agreement

with SAMES, Inc.

for

Surveying Services

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th day of June, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 21 AGREEMENT FOR SURVEYING SERVICES

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

The following terms and conditions of Work Authorization No. 21 are hereby amended as follows:

Part IV: Work Authorization No. 21 shall now terminate on December 31,2025 and a revised Work Schedule will be supplied to document the revised date of work activity.

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-30

RESOLUTION 2024-30 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 8 SUPPLEMENTAL NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE 365 TOLLWAY CONSTRUCTION PROJECT

THIS RESOLUTION is adopted this 25th day of June 2024, 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, on August 23,2022 the Authority approved 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.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of $289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 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; and

WHEREAS, on October 24, 2023 the Authority approved Resolution 2023-44 approving of Work Authorization Number 8 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering general engineering services for construction management of the 365 Tollway in the amount of $600,995.66; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-53 approving of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-30 approving of Work Authorization Number 8 Supplemental Number 3 to the Professional Service Agreement with HDR Engineering to provide construction inspection services for the 365 Tollway construction project in the amount of $1,009,480.30.

****

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

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

Section 2. The Board hereby approves of Work Authorization Number 8 Supplemental Number 3 to the Professional Service Agreement with HDR Engineering for general engineering services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 8 Supplemental 3 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 on the 25th day of June, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 8 SUPPLEMENTAL
NUMBER 3
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. _3_
TO WORK AUTHORIZATION NO. _8_
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. **_8_** are hereby amended as follows:

PART I. The GEC services from Exhibit B Work Authorization No. 8 remain in effect. This Supplemental Agreement provides additional funds for the GEC to continue providing these services.

PART II. The maximum amount payable under this Supplemental Agreement is **$1,009,480.30** 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 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 **December 31, 2024**, 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. **_8_** 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. **General**
   The purpose of this supplemental contract is to amend GEC services executed under the original work authorization #8 to continue assisting 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"). Additional services appended by this supplemental contract are identified under each task. 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**
   There are no changes or additions to the original services for this task.

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 has requested participation of GEC staff to support field reporting and field inspection. The GEC stall will perform the following:

   a. Construction Manager / Management
   b. Construction staffing / logistics
   c. Participate in safety or technical training
   d. Support material testing management / QAP documentation – Coordination and management with material testing firms
   e. Participate in construction progress meetings – weekly
   f. Support response to Contractor Requests for Information (RFI)
   g. Daily Work Report Diary
   h. Support daily summary of contractor work items performed
   i. Support monthly summary of contractor work items performed
   j. Assist with day / nighttime barricade inspections and reporting
   k. Assist with material on hand monitoring / documentation
   l. Monthly Pay Estimates / Finance Summary – GEC will review and provide feedback including recommendations for drawdown requests.
   m. Assist in reviewing Contractor claims

n. Assist in reviewing Contractor Change Orders

GEC will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). The GEC's effort will be directed toward providing a greater degree of confidence for the Authority that the completed work of Contractor(s) will conform to the Contract Documents, but the GEC will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During on-site observations the GEC shall keep the Authority informed of the progress of the work and shall endeavor to guard the Authority against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

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

There are no changes or additions to the original services for this task.

Exhibit C

Proposed Work Schedule

365 Toll Construction Phase

Task 1

Project Management / Administration	**7/1/2024 – 12/31/2024**

Task 2

Authority Construction Ph Tasks	**7/1/2024 – 12/31/2024**

Task 3

GEC Construction Ph Tasks	**7/1/2024 – 12/31/2024**

Task 4

SW3P & Archaeological Monitoring	**7/1/2024 – 12/31/2024**

Exhibit D

Summary

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08

	365 Toll Const Phase		Total by Firm	% by Firm
	Labor	ODE		
HDR	$822,330.30	$187,150.00	$1,009,480.30	100%
<blank>	$0.00	$0.00	$0.00	0%
<blank>	$0.00	$0.00	$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
<blank>			$0.00	0%
Sub-Total by Task	$822,330.30	$187,150.00	Total WA	100%
Total by Task	$1,009,480.30		$1,009,480.30	

Prime Provider: HDR Engineering, Inc.
Subconsultant: N/A
Work Authorization: 08
Legend: reocurring every X months = ~Xmos

Assume 18 months of construction (June 2024 - Jan 2026)

SA 3 to WA 8

Labor Categories	Project Manager	Deputy Project Manager	Sr Technical Advisor	Senior ITS Engineer	Senior Engineer	Project Engineer	Traffic Engineer II	Senior Geotech Engineer	Geotech Engineer	Archaeologist IV	Senior Environmental Scientist	Transportation Planner III	Senior Arch / Principal Inv.	Senior Utility Coord	Chief Inspector	Construction Manager	Const Inspector III	Senior Engineer Tech	Scheduler	Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee
Negotiated Rate	$257.40	$353.57	$325.28	$254.57	$226.28	$200.83	$169.71	$240.42	$141.43	$176.78	$175.37	$169.71	$212.14	$198.00	$147.08	$189.51	$127.28	$155.57	$161.23	$148.50	$115.69	$90.51		
DESCRIPTION OF TASKS/DETAILS																								
Task 001 - Project Management / Administration																							0	$0.00
Monthly progress rpts/invoices/finance monitoring (6 mos)	3																			6	3	3	15	$2,281.80
Work Authorization schedule (develop/monitor) (6 mos)																				1.5		1.5	3	$358.52
Contractual document control (6 mos)																				12		24	36	$3,954.24
General Support (6 mos)	24	24	12	12			18	18												12			120	$30,785.82
Task 002 - Authority Const Ph Tasks																							0	$0.00
Const Inspection (Assume avg 2 ppl @ 240 hr/mo for 6 months)											720				1440		1440						3600	$521,344.80
~~Const Inspection (Assume avg 2 ppl @ 160 hr/mo for 4 months)~~																							0	$0.00
~~Const Inspection (Assume avg 1 ppl @ 160 hr/mo for 4 months)~~																							0	$0.00
Agency Coordination (TxDOT, IBWC, DDs, IDs, Cities)	18	24	8			16		6	8			16								12			108	$26,005.72
Contractor Correspondence (claims, schedule, stop work, etc.)	48	24	24			16	48	12				16								12			200	$47,389.36
Utility Coordination Support	12					16														12			40	$8,084.08
Weekly meetings (HCRMA-HDR)	24	24		24		72	24													24		24	216	$45,042.00
Task 003 - GEC Const Ph Tasks																							0	$0.00
Review Contractor submittals (assume avg. 2ppl @ 16hr/mo for 6 mos)	4		8	96			96													18			222	$47,035.72
~~Review Contractor submittals (assume avg. 1ppl @ 16hr/mo for 8 mos)~~																							0	$0.00
Quarterly construction reports	1	4																		4			9	$2,265.68
~~Monthly as-built tracking / final as-builts~~																							0	$0.00
Review of Contractor's schedule							4												8				12	$1,968.68
Contractor RFIs	8		16	48	30		48	18															168	$38,745.08
SW3P and Archeological monitoring							6			240													246	$43,445.46
Progress meetings (6 mos biwkly)	6						6			6													18	$3,623.34
																							0	$0.00
																							0	$0.00
Labor Hours Total	148	100	68	180	30	120	250	54	8	246	720	32	0	0	1440	0	1440	0	8	113.5	3	52.5	5013	hours check
Labor Cost Total	$38,095.20	$35,357.00	$22,119.04	$45,822.60	$6,788.40	$24,099.60	$42,427.50	$12,982.68	$1,131.44	$43,487.88	$126,266.40	$5,430.72	$0.00	$0.00	$211,795.20	$0.00	$183,283.20	$0.00	$1,289.84	$16,854.75	$347.07	$4,751.78	**$822,330.30**	cost check
% Staff Distribution	3%	2%	1%	4%	1%	2%	5%	1%	0%	5%	14%	1%	0%	0%	29%	0%	29%	0%	0%	2%	0%	1%	100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
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														
												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
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												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
												0	$0.00	
Labor Hours Total	0	0	0	0	0	0	0	0	0	0	0	0	hours check	
Labor Cost Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	cost check	
% Staff Distribution	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		

Prime Provider: HDR Engineering, Inc.
Subconsultant: Melden and Hunt
Work Authorization: 08
Legend: reocurring every X weeks = ~Xwks

Labor Categories	Project Manager	Malacologist	Ichthyologist	GIS Manager	Technical Editor	Clerical	Environmental Scientist	Total Task Hours	Line Item Fee
Negotiated Rate	$123.00	$123.00	$88.00	$65.00	$65.00	$65.00	$65.00		
DESCRIPTION OF TASKS/DETAILS									
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
Daily Monitoring and Daily Reporting (8hr/day, 5 day wk, ~16wks)								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
								0	$0.00
								0	$0.00
								0	$0.00
								0	$0.00
Labor Hours Total	0	0	0	0	0	0	0	0	hours check
Labor Cost Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	cost check
% Staff Distribution	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

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	580	$18,560.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	$94.00	580	$54,520.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	$55.00	580	$31,900.00
Mileage	mile	CSR	F	$0.585		$0.00
Rental Car Fuel	gallon	n/a	M	$3.75	1032	$3,870.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	$75.00	1044	$78,300.00
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		$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	**$187,150.00**	**$187,150.00**

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
Mileage (Tasks 1-3, 250miles/wk,~16wks)(Task 4, 250miles/wk,~197wks)	mile	CSR	F	$0.585	0	$0.00
				Total ODE Cost	**$0.00**	**$0.00**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-31

RESOLUTION 2024-31 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMTNAL NUMBER 3 TO WORK AUTHORIZATION NUMBER 8

THIS RESOLUTION is adopted this 25th day of June 2024, 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, on August 23,2022 the Authority approved 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.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of $289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 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.

WHEREAS, on October 24, 2023, the Authority approved Resolution 2023-44 approving of Work Authorization Number 8 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering general engineering services for construction management of the 365 Tollway in the amount of $600,995.66; and

WHEREAS, on October 24, 2023, the Authority approved Resolution 2023-45 approving of Contract Amendment 10 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount from $4,890,333.70 to $5,491,329.36 for a total of $600,995.66 for Work Authorization Number 8 Supplemental Number 2; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-53 approving of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for engineering support for the design and construction of the 365 Tollway Wetland Mitigation; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-31 approving of Contract Amendment 11 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount from $5,491,329.36 to $6,500,809.66 for a total increase of $1,009,480.30 for Work Authorization number 8 Supplemental 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 of Contract Amendment Number 11 to the Professional Service Agreement with HDR Engineering for general engineering services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 11 to the Professional Services Agreement with 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 on the 25th day of June, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

CONTRACT AMENDMENT NUMBER 11
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT NUMBER 11 TO MAIN CONTRACT 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. (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 January 31, 2026.

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $5,491,329.36 to $6,500,809.66 for a total increase of $1,009,480.30 due to additional scope and effort outlined in Supplemental Agreement 3 to Work Authorization Number 8.

This Contract Amendment Number 11 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 GEC	**THE AUTHORITY**
(Signature)	(Signature)
David C. Weston	Pilar Rodriguez, P.E.
Vice President	Executive Director
(Title)	(Title)
(Date)	**(Date)**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION
2024- 32

CONSIDERATION AND APPROVAL TO PROCEED WITH AWARD OF CONTRACT TO MITRES SERVICES, LLC, WAIVING TXDOT PRECERTIFICATION REQUIREMENTS FOR PREQUALIFIED BIDDER

THIS RESOLUTION is adopted this 25th day of June, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the development of the 365 Toll project (the "Project");

WHEREAS, the Project was environmentally cleared in 2015;

WHEREAS, the U.S. Army Corps of Engineers issued Individual Permit No. SWG-2013-00175 (the "Permit") for the Project;

WHEREAS, the Permit requires the Authority to conduct a compensatory wetland mitigation (the "Mitigation Plan");

WHEREAS, the Permit additionally requires that the area on which the Mitigation Plan is to be conducted be covered by a conservation easement held by an approved wildlife conservation organization in perpetuity, which easement is to be recorded in the real property records of Hidalgo County, Texas (the "Conservation Easement");

WHEREAS, the Valley Land Fund Inc., a Texas non-profit corporation, is a wildlife conservation organization established to preserve, enhance, and expand the native wildlife habitat of the Rio Grande Valley;

WHEREAS, the governing body of the Valley Land Fund Inc. has or will approve its acceptance of the Conservation Easement; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide the open space and environmental values described in the Conservation Easement;

WHEREAS, on August 24, 2021 the Board authorized Executive Director, to accept and execute the Conservation Easement, as approved by the Valley Land Fund Inc. in final form and have the same recorded in the real property records of Hidalgo County, Texas

WHEREAS the Authority publicly advertised and conducted a mandatory attendance, Pre-bid Meeting on Tuesday, November 21, 2023; 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices; the HCRMA entertained Questions / RFI's via the project's CivCAST listing, and provided timely answers up and till 3:00 P.M. C.S.T. on Wednesday, November 29, 2023

WHEREAS, at 2:45PM on December 6, 2023 the Authority received two (2) formal sealed, electronic bids for the Project; and at 3:05 p.m., the Authority opened and read into the record two (2) formal sealed, electronic bids for the Project from: (i) JMJ Constructors, (ii) and MitRes Services, LLC. in amounts ranging from $3,229,980.00 to $5,117,103.16 for construction of the Project; and

WHEREAS, due to discovered plan error, and in the best interest of the Authority; HCRMA Staff and GEC (HDR) on January 29, 2024 rejected all bids;

WHEREAS, the Authority publicly re-advertised and conducted a mandatory attendance, Pre-bid Meeting on Tuesday, February 20, 2024; 2:00 P.M. C.S.T., at the Hidalgo County Regional Mobility Authority Offices,and via TEAMS [Meeting ID: 256 105 661 046] ; the HCRMA entertained Questions / RFI's via the project's CivCAST listing, and provided timely answers up and till 3:00 P.M. C.S.T. on Friday, March 8, 2024;

WHEREAS, at 1:39PM on March 13, 2024 the Authority received one (1) formal sealed, electronic bids for the Project; and at 3:05 p.m., the Authority opened and read into the record one (1) formal sealed, electronic bids for the Project from: (i) MitRes Services, LLC.;

WHEREAS, on March 26, 2024, the Authority opened and read into the record one (1) formal sealed, electronic bids for the Project from: (i) MitRes Services, LLC. in amount of $5, 850,993.87 for construction of the Project; and

WHEREAS, pursuant to the Act; HCRMA Staff and GEC (HDR) reviewed proposals; and the the Board approved award of contract to MitRes Services, LLC. contingent to partnering agency's concurrence in the amount of $5,850,993.87 for construction of the Project;

WHEREAS, on May 29, 2024, TxDOT recognized that the subject project is fully funded by bond proceeds issued by HCRMA; no state of federal dollars are being used for this construction. Therefore, TxDOT is not required to provide concurrence to HCRMA for the award of this procurement; and,

THEREFORE, pursuant to the Act the Board finds that awarding the construction contract to MitRes Services, LLC. in the amount of $5,850,993.87 for construction of the Project is in the best interest of the Authority;

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

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

Section 2. The Board hereby awards the Granjeno Wetland Mitigation Project to MitRes Services, LLC. and approves the Contract attached hereto as Exhibit A.

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

***

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 June, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memo

Date:	Tuesday, May 07, 2024
Project:	Granjeno Wetland Mitigation Site
To:	Norma Garza, PE
From:	Pilar Rodriguez, Ramon Navarro, Sam Saldivar
Subject:	Recommendation of the Low Bid for Granjeno Wetland Mitigation Site

On Wednesday, March 13, 2024, the HCRMA opened Bid No. 2024-004 for the Granjeno Wetland Mitigation Site (Project). The project was advertised on The Monitor and the HCRMA website starting on Saturday, February 17, 2024 and repeated on February 21st, 24th, and 28th as shown in Attachment A. A mandatory pre-bid meeting was held at the HCRMA office at 203 W. Newcombe Ave, Pharr TX 78577 and hosted virtually via Microsoft Teams.

Bidders were directed from the HCRMA website to CivCast (URL: CIVCAST | Advertise, Manage, and Receive Construction Bids and RFQs (civcastusa.com)) where electronic distribution of bid documents (plans, bidding documents including bid form, addendum #1) and other data (USACE permits, Geotechnical Report, Pre-bid Agenda/Attendees) was available to plan holders. The HCRMA received three (3) questions which were answered and handled through the CivCast online format. Questions are included as Attachment C.

Bids were opened and read aloud on Wednesday, March 13, 2024 at the HCRMA office at 203 W. Newcombe Ave, Pharr TX 78577. Attachment B shows the pre-bid agenda and bid opening attendees who joined in-person or online (virtual Microsoft Teams), respectively. There was one (1) bidder who submitted, MitRes Services, LLC. The HCRMA has determined MitRes Services to be responsive and qualified to perform the work as per the bidding requirements. They have submitted all the required bidding documents (Attachment E), and their bid did not appear to be unbalanced. It was difficult to find comparable pricing for this project's site development work since it is unique and non-linear. It was expected that the Bidder's unit costs would be higher and lower depending on the bid item. The bid analysis is included as Attachment D.

In summary, the HCRMA recommends awarding this contract to MitRes Services, LLC as they are the responsive qualified low bidder. This memo serves as the next step whereas the HCRMA is requesting TxDOT concurrence prior to execution of an Agreement between the HCRMA and MitRes Services, LLC.

From: Norma Garza
To: Saldivar Jr., Samuel; Ramon Navarro, IV, PE, CFM
Cc: Pilar Rodriguez, PE; Pena, Sierra; Daniel Garcia; John Jameson
Subject: RE: HCRMA Granjeno Wetland Mitigation Site: Award Recommendation
Date: Wednesday, May 29, 2024 10:22:38 AM
Attachments: 2024-05-07 Granjeno Award Recommendation.pdf
FHWA_Bid Analysis and Unbalanced Bids.pdf

Good morning, Sam & Ramon.

We have conducted our review of the submitted documents pertaining to the Granjeno Wetland Mitigation Site. As per the email submitted by Mr. Pilar Rodriguez clarifying that the Site work construction would be paid by bond proceeds issued by HCRMA; no state of federal dollars are being used for this construction. Therefore, TxDOT is not required to provide concurrence to HCRMA for the award of this procurement.

However, in our review we noted some issues/concerns that should be reviewed by your legal/procurement team before taking further action.
We noted the following issues:

- **Requirement for the responsive and responsible bidder to be currently prequalified with TxDOT**- MitRes is not prequalified with TxDOT, therefore, they are not a responsive bidder
- **Requires 6% DBE goal**- if no federal funds are being used, then DBE goal does not apply. However, if it is a requirement of this procurement is the proposed bidder meeting this requirement?
- **Based on the bid and bid analysis provided, it appears that the bid is mathematically unbalanced, front loaded, and includes token bid prices**. Further evaluation and consideration by the HCRMA should be performed.

Please see the attached documents for more details.

If you have any further questions, feel free to contact me.

Regards,
Norma

Norma Y. Garza, P.E.
Director of Transportation Planning & Development
District RMA Liaison
TxDOT- Pharr District
Email: norma.garza@txdot.gov
Phone: (956) 702-6180 Office
(956) 638-3518 Mobile

From: Saldivar Jr., Samuel <Samuel.Saldivar@hdrinc.com>
Sent: Tuesday, May 7, 2024 9:56 AM

To: Norma Garza <Norma.Garza@txdot.gov>
Cc: Pilar Rodriguez (prodriguez@hcrma.net) <prodriguez@hcrma.net>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>; Pena, Sierra <Sierra.Pena@hdrinc.com>
Subject: HCRMA Granjeno Wetland Mitigation Site: Award Recommendation

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Garza.

Please find attached the HCRMA's formal request for TxDOT concurrence of awarding the Granjeno Wetland Mitigation Site project to MitRes Services, LLC.

We appreciate your time.

Thank you,

Samuel Saldivar, Jr., PE
Civil Program Leader, Associate

HDR
555 N.Carancahua, Suite 1600
Corpus Christi, TX 78401-0849
D 361.696.3325 **M** 361.793.5735
samuel.saldivar@hdrinc.com

hdrinc.com/follow-us

Memo

Date:	Tuesday, June 11, 2024
Project:	Granjeno Wetland Mitigation Site Project
To:	Norma Garza, PE
CC:	Pilar Rodriguez, Ramon Navarro, Dan Paredes, Blakely Fernandez
From:	Samuel Saldivar
Subject:	Recommendation to Continue Award of Construction Contract

The HCRMA, legal counsel, and HDR are in receipt TxDOT's response to the recommendation to award the Granjeno Wetland Mitigation Site project (Bid No. 2024-004) to MiteRes Services, LLC. This memo provides a response to the following comments/questions.

- Is MitRes Services, LLC a TxDOT prequalified bidder?
    - Response: The HCRMA and HDR stipulated in the bidding documents that TxDOT precertification was required. While this was preferred, there was concern that there were no TxDOT prequalified bidders with the experience or interest to deliver they type of site work. During the first bidding of this project, Bid No. 2023-001, only two bidders engaged the HCRMA with questions and bids. Neither were TxDOT prequalified, but they displayed examples of the work experience needed to the deliver this project. A bidder question was received asking about the TxDOT prequalification requirement. I recommended to the HCRMA that the requirement be waived to move forward with bidding and construction. To avoid losing additional time to construct this project, I recommended the same waiver be accommodated with the Re-Bid (Bid No. 2024-001) to avoid a no-bids-received scenario to the bidding advertisement. It is imperative that the Contractor has a strong experience with civil site environmental mitigation, and TxDOT prequalification is a bid formality that does not help in that regard.
- Bid appears to be mathematically unbalanced.
    - Response: Remote site work with a scope of work that focuses on soil management, planting, and groundwater well installation is an uncommon project type. The bid items which represent 14% or more of the total bid price which exceeded the Engineer's Unti Price indicate where the Contractor has assigned the most effort and risk. It is reasonable to see higher prices for these items.

I recommend the HCRMA move forward with awarding the contract to MitRes Services, LLC for the following reasons:

- MitRes Services, LLC has well over 10 years of experience with environmental restoration projects. They have delivered large-scale infrastructure projects, including restoration of 359,000 linear feet of streams and over 1,500 acres of wetlands.
- HCRMA and HDR have bid this project twice. We will lose time if we have to bid this project a third time. We are nearing the end of the procurement window to secure the plant species type required for the project. If the project is rebid, the third bidding will need to be delayed until the first quarter of 2025.
- Delaying the project another year will subject the project to increased cost due to yearly and market drive cost increases. The project has already seen at least a 38% increase since preparing for bid advertisement.
- The project is not utilizing state or federal funds. The funding of this project is through local revenue; therefore, it is a non-participating project.

Samuel Saldivar, Jr., PE

ATTACH CONTRACT
&
ATTACH PLANS

Advertisement and Invitation to Bidders
Request for sealed bids for
Hidalgo County Regional Mobility Authority BID #2024-004
for the
Granjeno Wetland Mitigation Site Project
CONTRACT NO. 07-E36-19-04

Bid opening date and time:	**Wednesday, March 13, 2024, Until 3:00 P.M. C.S.T.**
Pre-Bid Meeting:	Tuesday, February 20, 2024, 2 P.M. C.S.T. (MANDATORY) In-person or Virtual Attendance Option
Local Government Sponsor:	Hidalgo County Regional Mobility Authority (HCRMA) Pilar Rodriguez, PE, Executive Director 203 W. Newcombe Ave, Pharr, Texas 78577 Telephone / Fax: (956) 402-4762 / (956) 475-3451

Bid Documents for Construction of the Granjeno Mitigation Site (Granjeno) may be obtained from the HCRMA website at no expense via a CivCAST project listing that will be published to http://www.hcrma.net/bids.html. The Granjeno project is for the restoration of 23.88 acres of land, including approximately 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. The project consists of grading and compaction of approximately 19 Acres to establish a wetland which includes placement of a clay liner and plant root zone soil strata. It also includes berm grading and compaction of approximately 6 Acres of upland area. Construction of an access driveway and road including maintenance and brush clearing/tree trimming, of a groundwater well with controls and approximately 3,000 linear feet of pvc pipe distribution, and a security fence for the groundwater well and associated equipment. .

Electronic bids via CivCast will be received by the HCRMA, **until 3:00 P.M. C.S.T., Wednesday, March 13, 2024**. Bids will be opened and read aloud at the HCRMA Offices at 203 W. Newcombe Ave, Pharr, Texas 78577 at 3:05 P.M. C.S.T. on deadline due date. Bids received after the previous mentioned date and time will not be considered and will be rejected. The HCRMA reserves the right to accept or reject all or any part of any bid; hold all bids for 120 days from due date of receipt without actions, waive minor technicalities, require statements or evidence of bidder's qualifications, including financial statements, and award the lowest responsive and responsible bidder. Acceptance will be based on low bid of a responsive and responsible contractor that is currently prequalified to do construction work with TxDOT. **Award of bid shall be subject to a final contract award by the HCRMA Board of Directors**.

A Pre-bid Meeting will be held for this project on Tuesday, February 20, 2024 at 2:00 P.M. C.S.T., at the HCRMA Offices at 203 W. Newcombe Ave, Pharr, Texas 78577. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend (in-person or virtually) to have their proposal opened. HCRMA Staff and General Engineering Consultant will review plans, specifications, details, materials and requirements of the work, and therefore Sub-contractors and materials suppliers who expect to be associated with the project are invited to attend.

Any Contractor intending to bid on this project must be prequalified by Texas Department of Transportation (TxDOT) and able to conduct work within State Right-of-Way. Bid security in the amount of five (5%) percent of the total bid submitted must accompany each proposal in accordance with the Invitation to Bid. Performance and payment bonds for one hundred (100%) percent of the contract value will be required upon issuance of the contract. In accordance with 49 CFR Part 26 and based on the project's Federal funding, type of work, location, overall and item cost estimate values, subcontracting opportunities, certified DBE firms in vicinity of the project location, and size of the project TxDOT's Office of Civil Rights assigns a race-conscious DBE goal of six (6.0%) percent for this project proposal.

The HCRMA will only entertain Questions / RFI's via the project's CivCAST listing, and the HCRMA will provide timely answers (and potentially issue addenda, as needed). Questions / RFI's will not be answered by phone or any other means other than CivCAST. All inquiries shall be submitted by 3:00 P.M. C.S.T. on Friday, March 8, 2024. Inquiries beyond this date will not be responded, and Addenda will be available wherever Bid Documents are made available.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

TO BE PUBLISHED IN THE MONITOR ON SATURDAY 02/17/2024, WEDNESDAY 02/21/2024, SATURDAY 02/24/2024, AND WEDNESDAY 02/28/2024.

ATTACHMENT B

Agenda

Project:	HCRMA Granjeno Wetland Mitigation Project	
Subject:	Pre-Bid Meeting (Bid No. 2024-004) (2:11pm)	
Date:	Tuesday, February 20, 2024	
Location:	203 W Newcombe Ave, Pharr TX 78577	
Attendees:	Bradley C Tilbury (Mitres)	Brad McKelvey (Engineering Resources)
	Samuel Saldivar (HDR)	Colin Cox (Mitres)
	Eric Slusser (Mitres)	Daniel Kampfer
	Device Board (HCRMA)	Joe Olivares (GO Underground)
	Royce Williams (Tritan ENV Solutions)	JMJ Constructors
	Zach Rosen (RES)	Ramon Navarro (HCRMA)

- Introductions (HCRMA and HDR)
- Project Description
  - Granjeno Wetland Mitigation Site Project
- Project Location
  - Site Visit (highly recommended), Article 5 of ITB
  - Bidders who have a documented project site visit as part of Bid No. 2023-001 are not required to revisit the site as part of Bid No. 2024-004.
- Project Items to Note
  - Bid Form (attach to agreement)
  - Wetland Area
  - Groundwater Well Pump
  - Plant species availability – Diligently follow the planting specification for acceptable plant species types, and be proactive to procure the volume of plants required for the project.
- Construction Schedule
  - 180 days from NTP, Calendar Days
- Q&A
  - Questions asked during the pre-bid meeting will be posted to Civcast.

Agenda

Project:	HCRMA – Granjeno Wetland Mitigation Site	
Subject:	Bid Opening	
Date:	Wednesday, March 13, 2024	
Location:	203 W. Newcombe Ave, Pharr, TX 78577 & Online (Virtual Teams)	
Attendees:	Ramon Navarro	Pilar Rodriguez
	Maria Alaniz	Sierra Pena
	Kaylan Burke	Sam Saldivar

1. Introductions (HCRMA & HDR only)
2. Project Description
3. Bid Valid for 60 Days from submittal date
4. Bid Opening

Online Virtual Meeting Link

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 266 336 329 287
Passcode: ACtinV

Download Teams | Join on the web

Or call in (audio only)

+1 402-513-9026,,925708309# United States, Omaha

(833) 255-2803,,925708309# United States (Toll-free)

Phone Conference ID: 925 708 309#

Hidalgo County Regional Mobility Authority Granjeno Wetland Mitigation Project (Re-Bid No. 2024-004)		
#1	2/20/2024 4:21 PM	Would it be possible to get the digital dwg files for the existing surface and designed contours? Our initial engineering review appears to show a dirt imbalance based on the limited lidar data publicly available.
	3/05/2024 11:43 PM	The digital dwg files for existing surface and finished grade can be provided to bidders. In order to receive the files, a bidder must sign an Electronic Media Release Form. The Form can be requested via e-mail to the following addresses: samuel.saldivar@hdrinc.com, hunter.balbin@hdrinc.com, and sierra.pena@hdrinc.com. The deadline for requesting this information is March 8, 2024. Addendum 1 will be issued to add Bid Item "Embankment (Subbase)". While geotechnical data indicates adequate on-site soil quantities for the clay liner and planting soil strata, the Bidder is responsible for evaluating the quantity of soil (meeting specifications) to import for use as a subbase prior to placing the clay liner. All embankment bid items are required to achieve the design finish grade.
#2	2/28/2024 12:59 PM	The security fence calls for schedule 80 material; this is proving to be somewhat scarce and quite expensive. Would you be open to substituting commercial grade schedule 40 material?
	3/05/2024 11:43 PM	Yes, we will consider substitutes. The Contractor will be required to submit material specifications for the Authority to evaluate and approve a substitute for schedule 80 material.
#3	3/05/2024 11:39 PM	Are bidders who visited the Granjeno Wetland Mitigation site during Bid No. 2023-001 required to visit the site again?
	3/05/2024 11:44 PM	As long as bidders who previously visited the Granjeno Wetland Mitigation site have their visit documented with the Authority, they are not required to visit the site again.

Item No.	Description	Unit Measure	Quantity	Engineer's Unit Price	Engineer's Total Cost	Bid Quantity	MitRes Services Unit Price	MitRes Services Total Cost	Percent Higher Than Engineer's Estimate %
A-1	Mobilization/Demobilization *(including bonds and insurance)*	LS	1.00	$ 155,991.04	$ 155,991.04	1.00	$ 497,611.09	$ 497,611.09	219.00%
A-2	Well and Pump - 550GPM Capacity (including site pad, grading, building, new power connection, instrumentation, controls, and integration)	LS	1.00	$ 475,000.00	$ 475,000.00	1.00	$ 977,100.65	$ 977,100.65	105.71%
A-3	Planting (procurement, storage, delivery, installation, protection, maintenance)	LS	1.00	$ 100,000.00	$ 100,000.00	1.00	$ 102,974.50	$ 102,974.50	2.97%
A-4	Storm Water Pollution Prevention Plan (permitting, installation, maintenance, removal)	LS	1.00	$ 31,250.00	$ 31,250.00	1.00	$ 63,453.98	$ 63,453.98	103.05%
	Total of All Lump Sum Bid Items				*$ 762,241.04*			*$ 1,641,140.22*	*115.30%*
B-1	6" PVC Waterline	LF	2,700	$ 93.75	$ 253,125.00	2,700	$ 311.92	$ 842,184.00	232.71%
B-2	Excavation	CY	178,000	$ 12.50	$ 2,225,000.00	178,000	$ 5.90	$ 1,050,200.00	-52.80%
B-3	Embankment (Planting Soil)	CY	73,000	$ 11.25	$ 821,250.00	73,000	$ 1.41	$ 102,930.00	-87.47%
B-4	Embankment (Clay Liner)	CY	87,000	$ 11.25	$ 978,750.00	87,000	$ 0.68	$ 59,160.00	-93.96%
B-5	Embankment (Subbase)	CY	110,000	$ 11.25	$ 1,237,500.00	110,000	$ 14.79	$ 1,626,900.00	31.47%
B-6	Clearing/ Grubbing	AC	25	$ 1,500.00	$ 37,500.00	25	$ 3,476.45	$ 86,911.25	131.76%
B-7	Grate Inlet	EA	1	$ 3,750.00	$ 3,750.00	1	$ 31,500.00	$ 31,500.00	740.00%
B-8	18" RCP	LF	100	$ 106.25	$ 10,625.00	100	$ 2,461.42	$ 246,142.00	2216.63%
B-9	15' Wide Access Road	SY	7,000	$ 31.25	$ 218,750.00	7,000	$ 28.04	$ 196,280.00	-10.27%
	Total of All Unit Cost Bid Items				*$ 5,786,250.00*			*$ 4,242,207.25*	*-26.68%*
	TOTAL				**$ 6,548,491.04**			**$ 5,883,347.47**	-10.16%

Bid prices appear to be mathematically unbalanced, be front loaded, and includes token bid prices with the embankment.

ATTACHMENT E

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Jane Nelson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

MitRes Services, LLC
File Number: 805114465

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

MitRes Services, LLC

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 06/16/2023

Effective: 06/16/2023

Jane Nelson
Secretary of State

Filing#:805114465 Document#:1257980530015 Filed On 6/16/2023 received by Upload

Form 304
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: $750

This space reserved for office use.

Application for Registration of a Foreign Limited Liability Company

1. The entity is a foreign limited liability company. The name of the entity is:

MitRes Services, LLC

Provide the full legal name of the entity as stated in the entity's formation document in its jurisdiction of formation.

2A. The name of the entity in its jurisdiction of formation does not contain the word "limited liability company" or "limited company" (or an abbreviation thereof). The name of the entity with the word or abbreviation that it elects to add for use in Texas is:

2B. The entity name is not available in Texas. The assumed name under which the entity will qualify and transact business in Texas is:

The assumed name must include an acceptable organizational identifier or an accepted abbreviation of one of these terms.

3. Its federal employer identification number is: 92-1995158

☐ Federal employer identification number information is not available at this time.

4. It is organized under the laws of: (set forth state or foreign country) Nevada

and the date of its formation in that jurisdiction is: 01/11/2023
mm/dd/yyyy

5. As of the date of filing, the undersigned certifies that the foreign limited liability company currently exists as a valid limited liability company under the laws of the jurisdiction of its formation.

6. The purpose or purposes of the limited liability company that it proposes to pursue in the transaction of business in Texas are set forth below.

Environmental consulting services (land reclamation and wetland restoration planning services)

The entity also certifies that it is authorized to pursue such stated purpose or purposes in the state or country under which it is organized.

7. The date on which the foreign entity intends to transact business in Texas, or the date on which the foreign entity first transacted business in Texas is: 06/12/2023
mm/dd/yyyy *Late fees may apply (see instructions).*

8. The principal office address of the limited liability company is:

5340 Legacy Dr., Bldg. 1, Ste. 300	Plano	TX	USA	75024
Address	*City*	*State*	*Country*	*Zip/Postal Code*

Complete item 9A or 9B, but not both. Complete item 9C.

☑ 9A. The registered agent is an organization (cannot be entity named above) by the name of:

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

OR

☐ 9B. The registered agent is an individual resident of the state whose name is:

First Name	*M.I.*	*Last Name*	*Suffix*

9C. The business address of the registered agent and the registered office address is:

Street Address	*City*	*State*	*Zip Code*
211 E. 7th Street, Suite 620	Austin	TX	78701-3218

10. The entity hereby appoints the Secretary of State of Texas as its agent for service of process under the circumstances set forth in section 5.251 of the Texas Business Organizations Code.

11. The name and address of each governing person is:

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*
John	C.	Butler	Jr.

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
5340 Legacy Drive, Bldg 1, Suite 300	Plano	TX	USA	75024

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*
Carroll	L.	Dewing	

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
5340 Legacy Drive, Bldg 1, Suite 300	Plano	TX	USA	75024

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*
John	D.	Neumann	

OR

IF ORGANIZATION

Organization Name

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
5340 Legacy Drive, Bldg 1, Suite 300	Plano	TX	USA	75024

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Additional Governing Persons:

J. Patrick Sullivan, Jr.; 5340 Legacy Drive, Bldg 1, Suite 300, Plano, TX 75024
Eric S. Anderson; 5340 Legacy Drive, Bldg 1, Suite 300, Plano, TX 75024

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

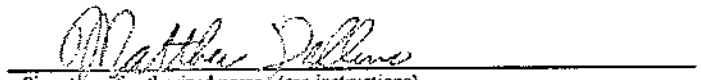
C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 06/12/2023



Signature of authorized person (see instructions)

Matthew J. Dilluvio, Assistant Secretary

Printed or typed name of authorized person.

Form 401-A
(Revised 12/09)

Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

Name of represented entity

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

Signature of registered agent | *Printed name of registered agent* | *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

Name of organization designated as registered agent

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

MitRes Services, LLC

Name of represented entity

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: Jerome L. Suarez | Jerome L. Suarez, Assistant Secretary | 06/15/2023

Signature of person authorized to act on behalf of organization | *Printed name of authorized person* | *Date (mm/dd/yyyy)*

Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

Item No.	Description	$
A-1	Mobilization and Demobilization	$ 497,611.09
A-2	Well and Pump - 550GPM Capacity (including site pad, grading, building, new power connection, instrumentation, controls, and integration)	$ 977,100.65
A-3	Planting (procurement, storage, delivery, installation, protection, maintenance)	$ 102,974.50
A-4	Storm Water Pollution Prevention Plan (permitting, installation, maintenance, removal)	$ 63,453.98
Total of All Lump Sum Bid Items		$ 1,641,140.23

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
B-1	6-inch PVC Waterline	LF	2,700	$ 311.92	$ 810,686.59
B-2	Excavation	CY	178,000	$ 5.90	$ 1,050,223.19
B-3	Embankment (Planting Soil)	CY	73,000	$ 1.41	$ 102,940.98
B-4	Embankment (Clay Liner)	CY	87,000	$ 0.68	$ 58,746.18
B-5	Embankment (Subbase)	CY	110,000	$ 14.79	$ 1,626,428.57
B-6	Clearing / Grubbing	AC	25	$ 3,476.45	$ 86,911.16
B-7	Grate Inlet	EA	1	$ 31,500.00	$ 31,500.00
B-8	18-inch RCP	LF	100	$ 2,461.42	$ 246,141.64
B-9	15-foot wide Access Road	SY	7,000	$ 28.04	$ 196,275.33
Total of All Unit Price Bid Items					$ 4,209,853.64

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	$ 5,850,993.87

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

March 13, 2024

Pilar Rodriguez, PE, Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, Texas 78577

Dear Mr. Rodriguez,

With great pride and excitement, we **submit** our response to the Hidalgo County Regional Mobility Authority (HCRMA) Request for Sealed Bids on behalf of MitRes Services, a wholly-owned subsidiary of Mitigation Resources of North America (MRNA).

We have carefully assembled a team of our own Texas-based employees that leverages engineering, permitting, and construction professionals with in-depth knowledge of the ecosystem and environment. Our team is nationally recognized for successfully delivering large-scale stream and wetland restoration. In addition, in September 2022, the Railroad Commission of Texas (RCT) selected us as its preferred vendor for large-scale abandoned mine land restoration work throughout the State of Texas. We recently completed a restoration project for RCT in Bastrop on time and budget. We believe this, along with our many successful projects listed below, demonstrates that our team is highly experienced, fully equipped and able to deliver the highest-quality results to HCRMA on time and budget.

Three key strengths frame our qualifications for this effort:

- The **experience** of our team, both locally and nationally
- **Certainty** and accountability
- A commitment to **client service**

First, **experience**: Our project team has a significant track record of delivering successful mitigation services to large-scale infrastructure projects, including restoring over 359,000 linear feet of streams and over 1,500 acres of wetlands. In Texas alone, we have planted 9.1 million trees and 18,300 acres of native grasses. Additionally, we have extensive local networks, relationships with key partners, and experience implementing best practices in community engagement that allow us to execute projects promptly and cost-effectively. Notably, we have foundational working relationships with the U.S. Army Corps of Engineers (USACE) and institutional knowledge that will aid in project efficiency and success.

MitRes Services, LLC
209 Renaissance Dr
Hallsville, TX 75650
903.660.7527
mitigate.pro

Second, **certainty**: Providing certainty for our clients is a shared value across the MitRes Services team. We hold ourselves accountable for a fair, fixed-price commitment to full delivery. While we recognize the dynamic nature of mitigation work often creates uncertainty, our financial structure (parent company with over $80 million in cash and minimal debt) ensures we can fully absorb project costs when unanticipated barriers to progress arise and remove mitigation liability from our clients. We pride ourselves on our ability to prevent budgetary bottlenecks from impeding timely progress and not burdening our clients with unexpected costs or delays.

Third, **client service**: We are committed to maximizing local labor to ensure our team is highly skilled, responsive, and "on call" to serve as an extension and steward of HCRMA. We recognize the value in employing those who know the landscape, people, and nuances of the area while being readily available at all times. Further, we view our clients as team members and institute these practices into all aspects of our workflow. We believe client service should not be added value but a critical component of project success. From detailed progress reports, consistent and proactive communication, and adequate systems to track milestones, we pride ourselves on fostering relationships with clients built on candor. You can expect consistency, transparency, and collaboration in decision-making, problem-solving, and project progression – without surprises or superfluous change orders.

We appreciate the opportunity to submit a response. After reviewing the digital design files, **our assessment suggests a deficiency of 110,000 cubic yards of available material needed to complete the project. Our bid includes hauling in suitable material from offsite. Our proposal assumes that this material consists of 59% Clay (Caliche) and 41% Planting Soil per the HCMRA's engineer's recommendation. If a mutual agreement is reached confirming that the required material is or will be on-site rather than needing to be hauled in, the total bid price could be decreased.**

As a deeply experienced, leading Texas-based restoration and mitigation deliverer, MitRes Services is well-positioned to provide the engineering, design, construction, monitoring, and day-to-day management to meet HCRMA's needs.

Thank you for your time and consideration,

Eric Anderson
President
MitRes Services, LLC

Workload and Staffing

Project Delivery Team:

Position	Personnel Name	Years of Experience Performing Role	Years with Company
Project Executive/Principal-in-Charge	Eric Anderson	20	20
Project Manager (Design and Construction phases)	Drew Haley	15	11
Project Manager (Monitoring and Maintenance phases)	Drew Haley	15	11
Construction Superintendent	Jon Phillips	20	10
Safety Manager	Roman Quinn	9	5
QA/QC Manager	Drew Haley	11	11

MitRes Services has sufficient workforce capacity to perform the services and exceed expectations in service delivery and quality.

The MitRes team of 30 professionals with specialties in ecological restoration, project finance, project and construction management, and real estate – are all available to be involved in the project. The team has diverse and complementary skills to encompass all disciplines and aspects of restoration.

Additionally, the majority of our environmental professionals and construction personnel are located in Texas and will be readily available for this effort – supplying the local labor force who are equipped with advantageous knowledge of the Hidalgo County environment, ecosystem, and communities. MitRes Services and its affiliated companies include over 120 engineering and environmental professionals along with 20 Texas-based experienced earthwork supervisors to call upon for the execution of this project.

General Company information.

Contact Information:

Company Name:	Mitigation Resources of North America		
Physical Address:	209 Renaissance Drive		
Mailing Address:	209 Renaissance Drive		
City:	Hallsville	**State/Zip:**	TX 75650
Telephone:	(903) 660-7527	**Fax:**	N/A
Primary Contact Name:	Eric Anderson, President		
Primary Contact Email:	Eric.anderson@mitigate.pro		
Secondary Contact Name:	Leland Starks, Vice President of Mitigation Solutions		
Secondary Contact Email:	Leland.starks@mitigate.pro		

Representative Projects:

Project Name	Owner Agency	Current Project Phase (designate as Design, Construction, or Monitoring)	Contract Value	Expected Completion Date	Description of Work
Tobaksákola Mitigation Project - PRM	Mississippi Lignite Mining Company	Complete	$10,100,000	Construction: Fall 2022 Monitoring: 2028	Stream restoration and stream buffer enhancement
Tobaksákola Phase II Mitigation Project - PRM	Mississippi Lignite Mining Company	Complete	$8,300,000	Construction: Fall 2022 Monitoring: 2028	Stream restoration and stream buffer enhancement

Yockanookany Mitigation Bank	Yockanookany Mitigation Resources, LLC	Construction	$12,200,000	Construction: Winter 2020 Monitoring: 2031	Stream restoration, stream buffer enhancement, wetland enhancement, and wetland preservation
Lye Branch Mitigation Bank	Mitigate Alabama, LLC	Construction	$5,400,000	Construction: Winter 2022 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Smoky Run Mitigation Bank	Mitigate Tennessee, LLC	Complete	$9,200,000	Construction: Winter 2020 Monitoring: 2031	Stream restoration, stream buffer enhancement, wetland enhancement, and wetland preservation
Cave Spring Mitigation Bank	Mitigate Tennessee, LLC	Complete	$2,500,000	Construction: Winter 2022 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Battle Ridge Mitigation Bank	Mitigate Tennessee, LLC	Design	$15,200,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Buffalo Valley Mitigation Bank	Mitigate Tennessee, LLC	Design	$8,100,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Whites Creek Mitigation Bank	Mitigate Texas, LLC	Design	$13,000,000	Construction: Winter 2024 Monitoring: 2032	Stream restoration, stream buffer enhancement, and wetland enhancement
Pomona Mitigation Bank	Mitigate Florida, LLC	Design	$13,200,000	Construction: Winter 2026 Monitoring: 2036	Wetland restoration and enhancement

Invasive Species Management:

As per 4.2.2.2 of the Draft Mitigation Plan (plan), bermudagrass is currently established throughout the site and treatment with glyphosate is proposed. Additional invasives observed during the November 28, 2023, site visit includes buffelgrass (*Cenchrus ciliaris*), king ranch bluestem (*Bothriochloa ischaemum*) and salt cedar (*Tamarix ramosissima*). Similarly problematic aggressive native species included retama (*Parkinsonia aculeata*), honey mesquite (*Prosopis glandulosa*) and huisache (*Vachellia farnesiana*). Although native, these species establish very quickly in disturbed areas and often increase competition resulting in reduced diversity. Herbicide treatments alone for the bermudagrass, buffelgrass and KR bluestem alike have been proven ineffective in drastically reducing plant densities. These invasive and aggressive natives are considered undesirable when re-establishing a diverse native plant community. Accordingly, additional measures are proposed to control these species more effectively by reducing accumulated seedbank stores. This process of seedbank mining requires multiple treatments which in combination are more effective than herbicide alone.

The following sequence of treatment is proposed to reduce invasive seedbank stores prior to planting. For best results, this treatment is typically administered over a two-year period, however this process may be conducted in a single year if rainfall is adequate to stimulate seedbank germination before and after each treatment. If flood irrigation is practical, this measure may be used to promote seedbank germination and enhance results.

(1) whole-field application of non-selective herbicide post emergence of seedbank (Mar-Apr)
(2) summer prescribed burn of desiccated plant residues (Apr-May)
(3) shallow disking (≤ 2 inches) (Apr-May)
(4) a secondary whole field application of non-selective herbicide (May-July)
(5) individual plant treatment (IPT) of woody invasives & aggressive natives (May-July)
(6) seeding with a no-till drill into standing plant stubble (Aug 15-Oct 15)

With adequate rainfall, undesired species are likely to re-establish quickly. Therefore, initial whole-field herbicide treatment (Step 1) may be possible 3 to 4 weeks following final grading. Seedbank stores will be allowed to develop adequate growth prior to Step 1 for (1) maximum kill results from herbicide treatment and (2) development of adequate fine fuel for prescribed summer burning. If inadequate fine fuel results from the initial growth and herbicide application, Step 2 will not be administered. Disking to promote seedbank development will be limited to the top 2 inches of topsoil. IPT of seedling woody species shall be performed as needed following Step 4. In addition to herbicide, disking and burning, the following planting methods will reduce potential of undesirable species establishment. Competition from planted desirable species will minimize establishment of undesired species. To maximize establishment of native permanent cover, annual forbs and cover crops will be excluded from initial planting mixes. Cover crops will be added to seed blends only if warranted due to seasonal planting limitations or increased erosion potential. Additionally, mulching will be avoided when practical to minimize the introduction of invasive plant materials. Seed will consist of locally adaptive species and fertilization will be avoided to minimize competition from

undesired species. Final seeding will be conducted using a no-till drill to minimize soil disturbance and potential seedbank stimulation. Table X below details the cost associated with the management of invasive species.

Table X Invasive Species Treatment Cost Estimate

Treatment Zone	Acres (approx.)	Treatment				
		Herbicide 1[1]	Burn[2]	Disk[3]	Herbicide 2[4]	IPT[5]
Upland, Scrub-shrub (PSS), Emergent (PEM)	29	$4,495.00	$0.00	$3,195.00	$4,205.00	$4,495.00
Woodline[6]	5	$775.00	$0.00	$400.00	$725.00	$775.00
	34	**$5,270.00**	**$0.00**	**$3,595.00**	**$4,930.00**	**$5,270.00**

Footnotes:

1. Whole field application with (3%) 54% glyphosate at a rate of 20 gallons/acre ($155/ac. includes mobilization)
2. Labor + Water truck + Tractor/disk & subsequent 2'' disking ($875 mobilization + $80/ac. disking)
3. Seedbank stimulation 2'' disking ($875 mobilization + $80/ac. disking)
4. Second herbicide application at a lighter rate ($145/ac. includes mobilization)
5. Individual plant treatment of woody stems + mobilization if needed
6. Optional treatment area if berm structure needed (see mitigation work plan location map).

Revegetation:

Seeding

Seed blends will be derived from plant materials developed specifically for South Texas, and planting rates will follow recommendations by the NRCS for Texas Planting Zone 3 (see Table X below). Planting will be performed with a no-till drill with separated fluffy and slick seedboxes. As recommended by the Ceasar Kleberg Wildlife Research Institute South Texas Native program, seeding will be conducted with a no-till drill as early as August 15 through October 15. Seeding will be administered directly into standing plant stubble to minimize potential seedbank stimulation. If needed, treated areas will be mowed prior to planting to ensure ideal seed-to-soil contact.

Woody stocking

As per the Plan, woody stocking will be restricted to a scrub-shrub planting zone along the wetland mitigation area fringe with a mix of species Table 4-3. Woody plant materials will be locally grown and planted at a minimum of 150 stems per acre. Plant materials will consist of a mix of both containerized and bareroot (plugs) plants, with no one species constituting more than 20 percent of the final mix. Irrigation will be used to ensure 70 percent survival by project completion. Woody stocking materials will be locally grown based on seasonal availability. Planting will be conducted during the dormant season from October 1 to March 31,

with targeted peak dormancy from Dec 1 – Feb 15. Woody stocking will be conducted in the immediate winter following final seeding.

Table X Proposed Seeding Cost Estimate

Planting Zone	Acres (approx.)	Native Seeding					
		Seeding (PLS lb./ac.)	Seed ($/PLS lb.)	Seed ($/ac.)	Seed (Total $)	Labor[5] (Drill/ac.)	Total Labor
Upland[1]	11	12	$40.00	$480.00	$5,280.00	$312.00	$3,432.00
Scrub-shrub (PSS)[2]	3	12	$40.00	$480.00	$1,440.00	$312.00	$936.00
Emergent (PEM)[3]	15	12	$60.00	$720.00	$10,800.00	$312.00	$4,680.00
Woodline[4]	5	12	$40.00	$480.00	$2,400.00	$312.00	$1,560.00
					$19,920.00		**$10,608.00**

Footnotes:

1. Seeded with upland mix (Kings South Texas Native Grass Mix)
2. Seeded Douglas King custom blend per Table 4-2 + tree/shrub plugs (locally grown)
3. Seeded Douglas King custom blend per Table 4-2
4. Optional revegetation if berm structure needed (see mitigation work plan location map).
6. Labor cost includes mobilization

Migratory Birds:

During November 28, 2023, site inspection suitable nesting habitats for migratory birds were observed throughout the project area. In compliance with the Migratory Bird Treaty Act of 1918, the US Fish and Wildlife Service and Texas Parks and Wildlife recommend avoidance of clearing suitable nesting habitats during the peak nesting season of March 15 – September 15. Accordingly, clearing will be avoided when practicable during the peak nesting season. However, if clearing is required during peak nesting, MRNA shall perform a nest survey of suitable habitat at the cost of the client. Surveys will be conducted to document any active nest sites by a qualified biologist. Survey results will be provided to the client within 48 hours of completion. Survey results will be considered valid for one week (7 days) of active clearing. In the event that an active nest is found, a 150-foot buffer will be placed around the nest site until young birds have fledged from the nest. This may take 2 to 6 weeks, during which no work will be conducted within the buffer zone. Once all immature birds have fledged, a follow-up survey of the buffer zone will be conducted, and work in the area will resume. MRNA shall not be held accountable for work delays resulting from project scheduling conflicts and compliance with the Migratory Bird Treaty Act.

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

List of Potential Subcontractors

Blackland Environmental, LLC
8803 Timmerman Cove, Garden Ridge, Texas 78266
Jeremiah McKinney
210-834-4368
jeremiah@bk-land.com

Cosby Mesquite Clearing
908 N County Rd 101, Falfurrias
Joshua Cosby
361-474-3222

Engineering Resources, LLC
P.O. Box 9155, Longview, Texas 75608
Dan Metcalf, P.E.
903-234-4570
dmetcalf@engr-res.com

Novus Electrical Systems, LLC
2601 Arlington Road, Marshall, Texas 75672
Ronnie Holland
903-926-2557
novuselectrical@gmail.com

J and S Water Wells
1056 East First, Bellville, Texas 77418
Shaun Grell
979-865-2393
monterichardson@me.com

Soil Tech Advance, INC
1100 East Hackberry, McAllen, Texas 78501
David Navarro
956-668-7645
STAINC.NET

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

Whitaker Plumbing, INC
601 W Wellington St, Carthage, TX 75633
Mark Whitaker
903-693-8866
mark@whitakerplumb.com

MitRes Services

A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

List of Potential Suppliers

Soil Tech Advance, INC
1100 East Hackberry, McAllen, Texas 78501
David Navarro
956-668-7645
STAINC.NET

Delta Fuels
PO Box 737514, Dallas, Texas 75373
Sam Ferguson
(318) 757-7610
Delta Fuel – Propane, Gas, Diesel & Lubricants

Quintanilla Dirt Work
PO Box 545, Sebastian, Texas 78594
(956) 746-7511
Quintanilla's Dirt Work | Facebook

BID BOND (DAMAGES FORM)

Bidder	Surety
Name: MitRes Services LLC Address *(principal place of business)*: 209 Renaissance Drive Hallsville, TX 75650	Name: Travelers Casualty and Surety Company of America Address *(principal place of business)*: 6150 Oak Tree Blvd. #500 Independence, OH 44131
Owner	**Bid**
Name: Hidalgo County Regional Mobility Authority (HCRMA) Address *(principal place of business)*: 203 West Park Avenue Pharr, TX 78577	Project *(name and location)*: 2024-004 - Granjeño Wetland Mitigation Site - HDR Project No. 10334419 Bid Due Date: March 13, 2024

Bond

Bond Amount: 5% Five Percent of the Total Amount Bid Plus All Add Alternates

Date of Bond: March 13, 2024

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
MitRes Services LLC *(Full formal name of Bidder)*	Travelers Casualty and Surety Company of Am *(Full formal name of Surety) (corporate se*
By: Eric S. Anderson *(Signature)*	By: Lori A. Proch *(Signature) (Attach Power of Attorn*
Name: Eric S. Anderson *(Printed or typed)*	Name: Lori A. Proch *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: *(Signature)*	Attest: Kimberly Albert *(Signature)*
Name: Collin Cox *(Printed or typed)*	Name: Kimberly Albert *(Printed or typed)*
Title: Client Development	Title: Surety Account Coordinator

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-435, Bid Bond (Damages Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

    1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.

    1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Lori A. Proch of Richfield , OH , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR
Project Description: 2024-004 - Granjeño Wetland Mitigation Site - HDR Project No. 10334419

Principal: MitRes Services LLC
Obligee: Hidalgo County Regional Mobility Authority (HCRMA)

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of March , 2024 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Texas Department of Insurance

Certificate No. 11562

Company No. 08-005217

Certificate of Authority

THIS IS TO CERTIFY THAT

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.

IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

1st day of July A.D. 1997

ELTON BOMER
COMMISSIONER OF INSURANCE

BY _____
Kathy A. Wilcox
Director
Insurer Services

ATTACHMENT E

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2023

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,150,661,933	LOSSES	$ 1,536,742,249
STOCKS	115,760,594	LOSS ADJUSTMENT EXPENSES	136,032,224
CASH AND INVESTED CASH	83,310,786	COMMISSIONS	38,298,447
OTHER INVESTED ASSETS	6,561,822	OTHER EXPENSES	36,588,082
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,993,585	TAXES, LICENSES AND FEES	11,726,720
INVESTMENT INCOME DUE AND ACCRUED	43,143,069	UNEARNED PREMIUMS	1,453,378,390
PREMIUM BALANCES	347,718,526	ADVANCE PREMIUM	2,435,053
REINSURANCE RECOVERABLE	43,481,728	POLICYHOLDER DIVIDENDS	18,990,836
NET DEFERRED TAX ASSET	70,753,315	CEDED REINSURANCE NET PREMIUMS PAYABLE	97,783,193
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE	4,319,605	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,267,969
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,369,093	REMITTANCES AND ITEMS NOT ALLOCATED	5,152,800
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	26,863,847	PROVISION FOR REINSURANCE	6,464,384
OTHER ASSETS	1,590,021	PAYABLE FOR SECURITIES LENDING	25,993,585
		OTHER ACCRUED EXPENSES AND LIABILITIES	317,899
		TOTAL LIABILITIES	$ 3,391,171,831
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,090,072,333
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,530,356,093
TOTAL ASSETS	$ 5,921,527,924	TOTAL LIABILITIES & SURPLUS	$ 5,921,527,924

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2023.

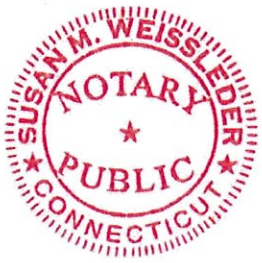
Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2023

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



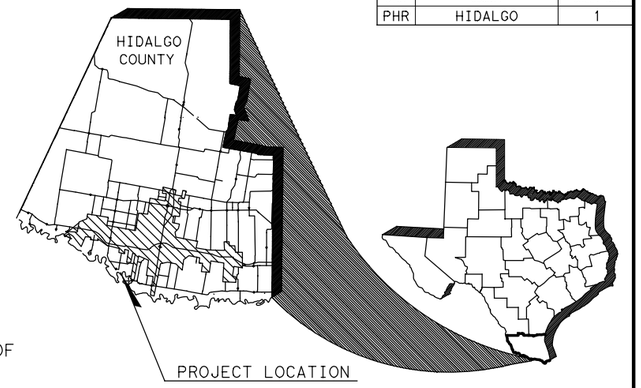
HCRMA GRANJENO WETLAND MITIGATION SITE

SHEET NO.			DESCRIPTION
			GENERAL
1			TITLE SHEET
2			PROJECT LAYOUT
3			PROPOSED TYPICAL SECTION
4			GENERAL NOTES
5			ESTIMATE & QUANTITY SHEET
6			SURVEY CONTROL MAP
7			SURVEY BENCHMARK
			MITIGATION PLANS
8			SITE PLAN
9			BORING LAYOUT
10	-	16	GRADING LAYOUT
17			HORIZONTAL ALIGNMENT DATA
18	-	19	ACCESS ROAD PLAN AND PROFILE
20	-	21	CROSS SECTIONS
			DRAINAGE
22			DRAINAGE AREA MAP
23			DRAINAGE LATERALS
			DRAINAGE STANDARDS
24			PB
25			PDD
26			PAZD
			ELECTRICAL
27	-	28	LEGENDS AND ABBREVIATIONS
29			ELECTRICAL LINE DIAGRAM AND DETAILS
30			ELECTRICAL WELL PUMP SITE PLAN
31			ELECTRICAL ENLARGED WELL PUMP SITE PLAN
			MISCELLANEOUS
32	-	34	WELL SITE DETAILS
			SOILS
35			SOIL MANAGEMENT PLAN
			SW3P
36	-	38	SW3P SHEETS
			SW3P STANDARDS
39			EC(1)-16
40			EC(2)-16
41			EC(3)-16
42			EC(5)-16

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

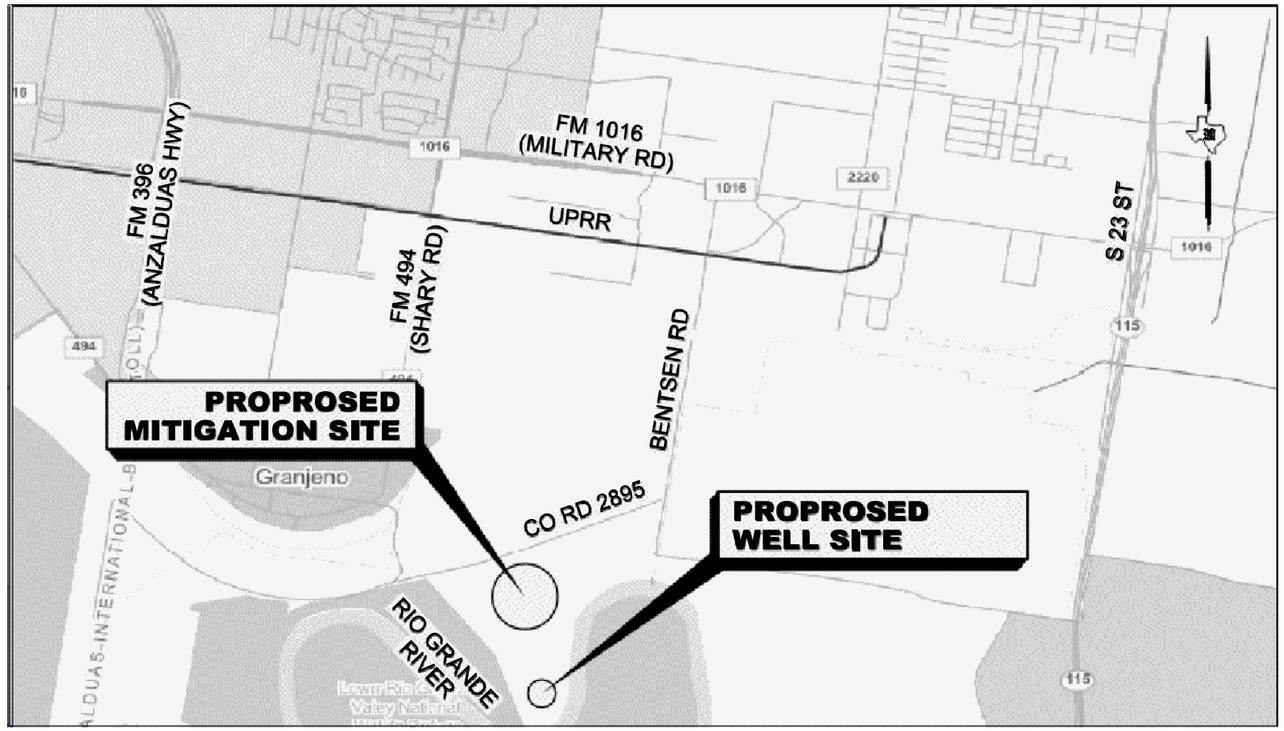
PLANS OF PROPOSED WETLAND MITIGATION SITE

DIST	COUNTY	SHEET NO.
PHR	HIDALGO	1



CONSTRUCTION OF

A WETLAND MITIGATION SITE CONSISTING OF 26.51 ACRES OF LAND INCLUDING 23.89 ACRES PLANNED SPECIFICALLY OF WETLAND RESTORATION. IMPROVEMENTS INCLUDE DE-COMPACTION OF SOILS, REGRADING, DRAINAGE STRUCTURES, IRRIGATION STRUCTURES, CULVERT STRUCTURES, AND INSTALLATION OF SPECIFIED VEGETATION.



FINAL PLAN DATA :

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

CHANGE ORDERS & SUPP. AGREEMENTS :

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

APPROVED FOR LETTING : _____
HCRMA, CHAIRMAN

APPROVED FOR LETTING : _____
HCRMA, EXECUTIVE DIRECTOR

APPROVED FOR LETTING : _____
HCRMA, CHIEF CONSTRUCTION ENGINEER

APPROVED FOR LETTING : _____
HCRMA, CHIEF DEVELOPMENT ENGINEER

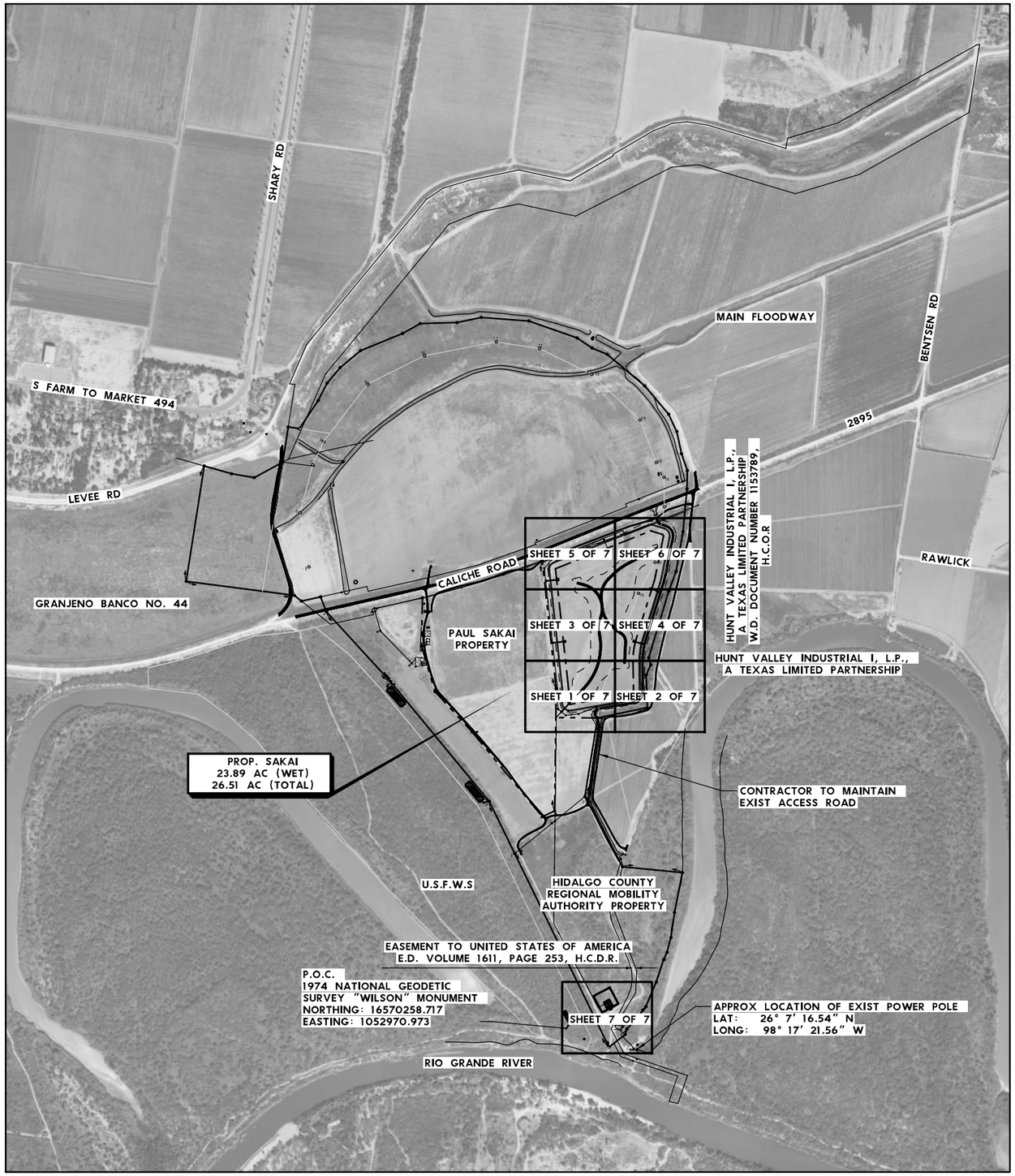
SUBMITTED FOR LETTING : _____
DANNENBAUM ENGINEERING, PROGRAM MANAGER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
Firm Registration No. F-754
4828 Loop Central Drive, Suite 700
Houston, Texas 77081-2220
713.622.9264

STATE OF TEXAS
SAMUEL SALDIVAR, JR
92638
LICENSED PROFESSIONAL ENGINEER
2/13/2024

COUNTY HIDALGO PROJ. NO.
HWY. NO. SAKAI WETLAND LETTING DATE
DATE ACCEPTED
DATE: 2/13/2024 11:20:09 AM
FILE: $FILE$



NOTES:

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

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

REFERENCE:

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

STATE OF TEXAS
HARINI ARJUN
112663
LICENSED PROFESSIONAL ENGINEER
8/2/2022

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
Firm Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220
713.622.9264

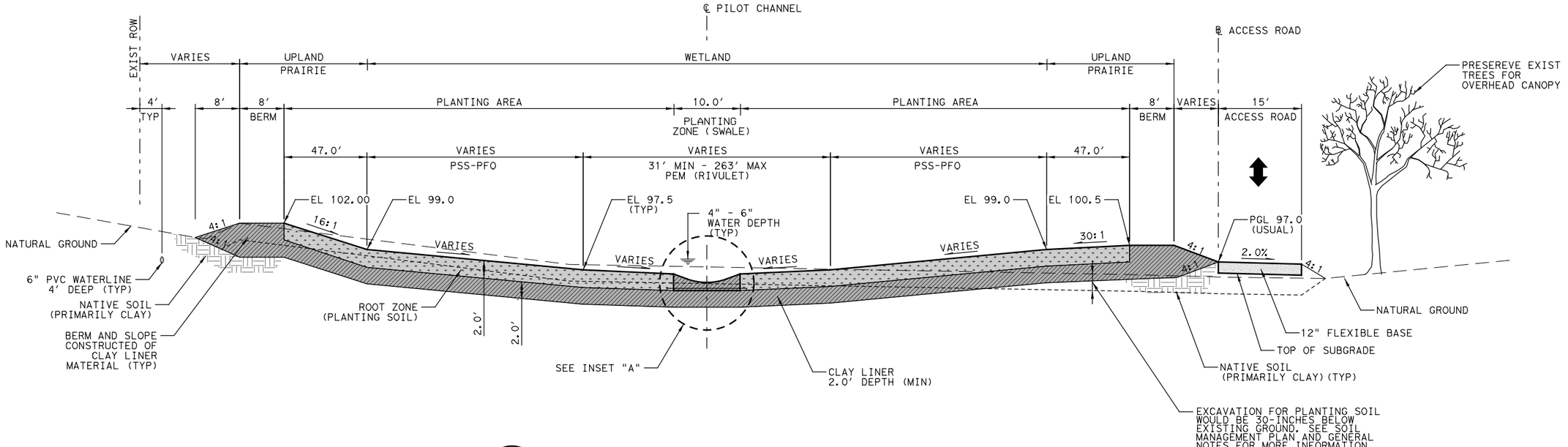
HCRMA GRANJENO WETLAND MITIGATION SITE PROJECT LAYOUT

SCALE: 1"=1000'

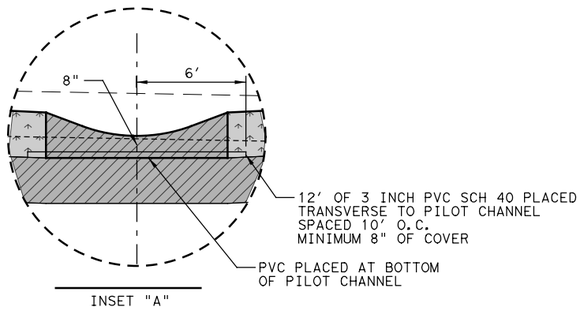
SHEET 1 OF 1

DN:			HIGHWAY
CK DN:			365 TOLL
DW:		DIST	COUNTY	SHEET NO.
CK DW:		PHR	HILDAGO	2
TR:			
CK TR:			

DATE: 8/2/2022
FILE: 7072-S-PLO-01



A - PROPOSED TYPICAL SECTION



STATE OF TEXAS
SAMUEL SALDIVAR, JR
92638
LICENSED PROFESSIONAL ENGINEER
9/27/2022

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HDR
Firm Registration No. F-754
4828 Loop Central Drive, Suite 800
Houston, Texas 77081-2220
713.622.9264

HCRMA GRANJENO WETLAND MITIGATION SITE PROPOSED TYPICAL SECTIONS

SCALE: N.T.S

SHEET 1 OF 1

DN:			HIGHWAY
CK DN:			365 TOLL
DW:			
CK DW:	DIST	COUNTY	SHEET NO.
TR:	PHR	HILDAGO	3
CK TR:			

DATE: 10/24/2023
FILE: Sheet - Typical Section Sheet

Resolution # 2024-33

Not Used

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-34

CONSIDERATION AND APPROVAL OF AWARD OF PROFESSIONAL SERVICE AGREEMENTS WITH ATSER, ALLIANCE GEOTECHNICAL GROUP, INC. AND ECS SOUTHWEST, LLP TO PROVIDE CONSTRUCTION MATERIAL TESTING LAB AND FORENSIC SERVICES OF THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 9th day of July 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 May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024 the Authority received responses to the Solicitation; and

THEREFORE, for Board's consideration and approval is Resolution 2024- 34, requesting authorization be granted to the Executive Director to enter negotiations with each of the qualifying firms and request testing rates and fees for professional services; and distribute work in accordance to acceptable terms and conditions of assignments.;

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 authorizes the Executive Director to enter into negotiations with each of the qualified, firms and further enter into specific terms and conditions via contract with each; and,

Section 3. The Board authorizes the Executive Director to distribute work in accordance to acceptable terms and conditions of assignments on a work order basis.

* * * * *

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 9th day of July, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

SUBMITTED TO:

Mr. Pilar Rodriguez, P.E.,
Executive Director,
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, Texas 78577

STATEMENT OF QUALIFICATIONS FOR:

CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES AND FORENSIC INVESTIGATION AND EVALUATION OF IN-PLACE CONSTRUCTION MATERIALS

365 TOLLWAY PROJECT

June 14, 2024

SUBMITTED BY:

ALLIANCE GEOTECHNICAL GROUP

ALLIANCE GEOTECHNICAL GROUP

CONSTRUCTION MATERIALS ENGINEERING & TESTING
GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION SERVICES
FORENSIC STUDIES

June 14, 2024

Mr. Pilar Rodriguez, P.E., Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, Texas 78577

RE: Statement of Qualifications to perform
Construction Materials Testing Laboratory Services and
Forensic Evaluation of In-Place Construction Materials – 365 Tollway Project
"SOQ – CMT Lab and Forensic Services – 2024-05"

Mr. Rodriguez:

Alliance Geotechnical Group, Inc. (AGG) is pleased to submit our Statement of Qualifications to Hidalgo County Regional Mobility Authority (HCRMA) to provide Construction Materials Testing Laboratory Services and Forensic Evaluation of In-Place Construction Materials for the 365 Tollway Project. AGG has extensive experience and involvement in all aspects of materials testing, inspection, and forensic services. AGG is DBE, MBE, and SBE HUB Certified. AGG's unique qualifications to serve HCRMA on this project include:

- **DBE, MBE, and SBE Certified** – AGG is certified as a DBE, MBE and SBE company by the NCTRCA, and an MBE company by the National Minority Supplier Development Council.
- **Staff Commitment to this Project** - AGG offers a key, unique quality that truly sets it apart from most other consulting firms. AGG has a very generous profit-sharing program. Each employee shares in the profits of the firm. This company structure allows AGG to hire and maintain the most capable individuals who are then assigned to your project. Each team member operates with a keen sense of responsibility and ownership of their project. They recognize that Client Satisfaction is fundamental. This allows AGG to provide superior performance on each assignment.
- **On-Site Laboratory** – AGG is prepared to provide an on-site laboratory with full time technicians and a Project Manager / Engineer to manage and perform construction materials testing for projects as required for this contract. Alliance offers significant experience in setting up on-site labs and is committed to providing current, calibrated equipment, housed in an environmentally controlled setting to ensure compliance with ASTM E329 and with AASHTO standards. AGG staff understands the requirements of setting up a fully operational on-site laboratory, including coordination for communications, electrical and water supply.

AGG is eager to assist you in accomplishing the goals established for this contract. We are confident in our ability to assist you with construction materials testing professional services and look forward to that opportunity in the near future. If you have any questions, please contact either of the undersigned.

Respectfully submitted,

ALLIANCE GEOTECHNICAL GROUP, INC.

Roger Cisneros

Roger Cisneros, P.E.
Houston Office Manager
rcisneros@aggengr.com

Robert P. Nance
President
rnance@aggengr.com

Executive Summary

Alliance Geotechnical Group, Inc. is pleased to submit this Statement of Qualifications in consideration of providing Construction **Materials Testing Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials** for Hidalgo County Regional Mobility Authority (HCRMA) on the 365 Tollway Project.

Firm History

Alliance Geotechnical Group (AGG) was established in 1999 to provide professional services in the areas of:

- ***Construction Materials Engineering & Inspection Services***
  - Concrete Inspection & Testing
  - Pre-Cast Concrete Inspection & Testing
  - Post-Tension Inspection & Testing
  - Asphalt Inspection & Testing
  - Concrete Floor Flatness Testing
  - Roadway Profiling
  - Soils Inspection & Testing
  - Aggregate Inspection & Testing
  - Foundation Piers and Shallow Foundation Inspection and Testing
  - Structural Steel Inspection & Testing
  - Welding Certification
  - Structural Steel Fab Shop Inspection & Testing
  - Various Types of Non-Destructive Testing
  - Masonry, Reinforcing Steel & Soils ICC Special Inspector
  - Concrete Penetrating Radar
  - Roofing & Fireproofing Materials Inspection & Testing
  - Steel & Concrete X-Ray Testing
  - Waterproofing Inspection
- ***Forensic Studies***
- ***Geotechnical Engineering Services***
  - Engineering
  - Value Engineering Studies
  - Drilling
  - Barge Drilling over Water
  - Laboratory Services
  - Inspection and Testing
  - Foundation and Specialty Analysis
  - Site Dewatering/Infiltration Prevention
  - Roadway/Transportation Studies
  - Foundation Pre-stress Investigation
  - Value Engineering

AGG is certified by the Texas Board of Professional Engineers, Firm No. F-1970.

Texas Board of Professional Engineers
CERTIFICATE OF REGISTRATION
This acknowledges that
ALLIANCE GEOTECHNICAL GROUP INC
has fulfilled the requirements of the Texas Board of Professional Engineers to offer and perform engineering services in the state of Texas
Registration Number F-1970
Expiration Date 10/31/2024

AGG is a Texas based corporation. Drawing from the collective experience of Principals and senior staff, AGG offers a background of service to a broad client base, in both the public and private sectors, dating back to 1975. Client groups include:

- Transportation – Highways, Roadways, Bridges, etc.
- Municipalities
- Educational Institutions
- Airports
- State and Local Government Agencies,
- Water / Wastewater Treatment Facilities
- Utilities / Distribution Systems
- Developers,
- Architects,
- Civil Engineers
- Construction Management

On-site Laboratory - AGG is prepared to provide an on-site laboratory with a full time technician to perform construction materials testing for projects as required for this contract. Alliance offers significant experience in setting up on-site labs and is committed to providing current, accurate, equipment, housed in an environmentally controlled setting to ensure compliance with ASTM E329 and to AASHTO standards.

AGG staff understands the requirements of setting up a fully operational on-site laboratory, including coordination for communications, power, and water supply.

AGG recognizes the importance of quality engineering, construction inspection and the value associated with it. AGG offers a comprehensive program of Engineering and Construction Inspection Services to provide the Quality Management & Documentation needed for Quality Construction & Specification Compliance, including:

- Ability to Provide Multi-Disciplined Services
- Fast Turnaround and Accurate Report-Ready Results
- Clear and Timely Communication of Test Results
- Cost-Effective Services
- Flexible Laboratory Schedules (24 hours per day and 7 days per week)
- Ability to Mobilize Personnel & Equipment Resources to meet the Client's Project needs regardless of size.

AGG offers a key, unique quality that truly sets it apart from most other consulting firms. AGG has a very generous profit sharing program. Each employee shares in the profits of the firm. This company structure allows AGG to hire and retain the most capable engineers, geologists, project managers and engineering technicians who are then assigned to your project. Each team member operates with a keen sense of responsibility and ownership of their project. It means that AGG is able to attract and keep the best employees – individuals who are true partners with a vested interest in the outcome of every project. Through this approach, Client Service moves beyond a business philosophy and becomes the basis of business practice. This manifests into each and every employee assigned to a project being fully committed to that project and the client.

Unique Qualifications - Alliance Geotechnical Group is uniquely qualified to serve HCRMA on this contract. Specific qualifications include:

Extensive Related Experience – The AGG team and its senior staff offer extensive experience with highway and transportation projects in a broad range of project types including Roadways and Highways, Maintenance Facilities, Bridges, Retaining Walls, Sign Structures, Toll Booths, and Drainage Structures. Many of these projects have been located in highly congested areas requiring us to work with numerous other groups in close proximity. AGG's projects with TxDOT follow the TxDOT Manual of Testing Procedures and meet the requirements of TxDOT's Quality Assurance Program.

Accredited Laboratory
ALLIANCE GEOTECHNICAL GROUP HOUSTON
Construction Materials Testing

Premier Soils and Construction Materials Laboratory – AGG will provide construction materials testing services from our office located at 9101 Jameel Road in Houston, Texas. AGG's Houston Laboratory is certified by AASHTO and by A2LA. The lab is equipped for conducting tests of soils, concrete, aggregates, and asphalt. AGG's laboratory is high-tech and fully accredited with state-of-the-art equipment and is supervised by our highly qualified laboratory manager (Matt Moody) with over 27 years of experience performing and supervising laboratory testing. Mr. Moody has qualified laboratory assistants including geologists and staff engineers. AGG laboratory is certified by AMRL (AASHTO Materials Reference Laboratory); CCRL (Concrete, Cement Reference Laboratory); AASHTO (American Association of State Highway and Transportation Officials); U.S. Army Corps of Engineers (USACE); A2LA, NTTA and TxDOT. AGG's Laboratory is a member of the Texas Council of Engineering Laboratories (TCEL), DFI (Deep Foundations Institute), SAME, ACI, and the Post Tension Institute (PTI). AGG's laboratory is inspected every 12 to 18 months for **compliance with ASTM E329**, and is an active participant in TxDOT, CCRL, and AASHTO Proficiency Sample Programs. AGG's modern testing equipment is regularly calibrated and maintained in quality working condition.

AGG's laboratory staff is trained and certified in Construction Materials Testing. All senior technicians are certified by the ***American Concrete Institute (ACI)***, the ***National Institute of Construction Engineering Technology*** (NICET), special inspectors, and/or the ***TxDOT Hot Mix Asphalt Center.***

Unique State-of-the-Art Pavement Testing Equipment – AGG has pavement testing equipment that includes the Dynatest Portable Road Surface Profiler Mark IV (RSP), the SuperPave™ Machine, Pavement Quality Indicator 301 and the PMW Hamburg Machine.

Qualification of Technicians - AGG has identified a team of highly specialized professionals to provide full service in a flexible fashion to cover all the requirements and expectations throughout the life of this contract. AGG technicians are certified by ACI, NICET, and TxDOT. AGG technicians also hold PTI and PCI Certifications.

Communications Systems - Clear and ongoing communication is vital to the success of this effort. To facilitate this communication, all personnel are equipped with internet capable cell phones and tablets. In addition, the field personnel have the ability to immediately contact the Senior Project Manager or Project Engineers for questions and trouble shooting.

Value Engineering Experts - The AGG Engineers are known for their value engineering approaches and ideas. AGG has been successful in achieving significant cost savings for numerous projects over the years while improving the construction schedule and improving the function of the structures and facilities.

Ability to Meet Schedule Demands – The AGG team understands that the ability to meet and maintain project schedules is crucial to each project, especially for municipal projects. In our years of service on engineering projects, AGG Engineers have often been brought in to alleviate a serious concern that threatened a project. Through this experience, the AGG focuses on the need to conduct our activities in a manner that allows the project to continue on time and within budget. Our engineers and project managers are experienced in providing multi-disciplined services in a way as to assist in timely project completions. The AGG team has significant numbers of personnel and equipment resources and is committed to use these resources in order to ensure project completion on schedule. Compliance with schedules and the ability to respond to issues in a timely manner will be the focus of our efforts.

State of the Art QA/QC Program – AGG has developed a thorough QA/QC program that is a vital part of every aspect of the projects and is a major factor in the difference between the way AGG performs projects and many other Geotechnical / CME firms perform their projects. First, the Geotechnical and Construction Materials Engineering Departments work closely together on every project. Second, QA/QC Managers are assigned to each project performed by AGG to review reports and lab results on all foundations and earthwork, as well as concrete and materials testing. This formal system of checks and balances places an engineer on site at the outset of every project. This ensures that technicians, contractors, and subcontractors know precisely the intentions of the design team so that the project is constructed as designed. In addition, all field testing equipment is routinely inspected and calibrated. Logs of the inspections are maintained in the lab and are available for review. AGG will provide the full QA/QC document for review at HCRMA's request.

Availability and Commitment - AGG is immediately available to work on contract for HCRMA. For this contract, principals of AGG will serve in meaningful, hands-on roles to ensure the highest performance possible from the AGG team. Mr. Robert P. Nance, President, will serve as the Principal-in-Charge to ensure corporate resources are made available and that HCRMA's goals and objectives are met. Mr. Michael Roland. P.E., Vice President, will serve as the QA/QC Engineer. The assignment of these senior individuals stands as a commitment by the AGG team to HCRMA for the highest possible quality performance to be delivered.

Statement of Qualifications

1)	**Firm Name:**	Alliance Geotechnical Group, Inc. (AGG)	
2)	**Contact Person:**	Mr. Robert P. Nance, President	
	Phone:	(972) 444-8889	
	Email:	RNance@aggengr.com	
3)	**Principals:**	Mr. Robert P. Nance, President	
		Mr. Frank Shirazi, Sr. Vide President	
		Mr. Mark J. Farrow, P.E., Sr. Vice President	
		Mr. Michael D. Roland, P.E., Vice President	
	Years in Business:	25 Years	
4)	**Number of staff by Discipline:**	Professional Engineers:	10
		Engineering Technicians:	100
		Engineers-in-Training:	5
		Graduate Geologists:	4
		Drilling Personnel:	8
		Project Managers:	13
		Administrative:	12
	Appointed Project Manager:	Mr. Roger Cisneros, P.E.	

Resumes

Through the assignment of the following individuals, we have sought to provide HCRMA with:

- Senior, Experienced Personnel
- Specialized Geotechnical and Construction Materials Testing and Inspection Expertise
- Senior, Certified Technicians

All individuals proposed for this contract are committed to this effort and will remain on this assignment for its duration. Mr. Roger Cisneros will be the main point of contact working with HCRMA. If for any unforeseen reason an individual is unable to complete this assignment, no replacement will be assigned without the approval of HCRMA. AGG maintains adequate staffing to undertake and execute this contract with HCRMA. Key personnel assigned to this project include:

Robert P. Nance | Principal-In-Charge, Contract Oversight

Proposed Responsibilities – For this project, Mr. Nance will serve as Oversight of Contract and oversight of Quality Assurance effort for AGG. As Principal-In-Charge/Program Manager, Mr. Nance will be responsible for the commitment of firm resources, as well as ensuring that HCRMA's goals and objectives are met.

Certifications: NICET Level IV – Soil, Concrete & Asphalt, TxDOT – Tex-418-A, 447-A, -PT-2, & 448-A, ACI-Grade 1 and Concrete Technology; Hot Mix Asphalt Level I-A; CPN Radiation Certified; Radiation Safety Officer; Troxler Radiation Certified, PTI, Level I/II, Floor Flatness Testing, Firestone Roofing Inspector

Experience: Robert Nance has over 32 years experience in construction materials engineering and geotechnical engineering for a broad project involvement with both the public and private sectors. Experience Includes:

- North Texas Tollway Authority
- SH 99 Grand Parkway, Houston, Texas
- Texas Department of Transportation
- City of Dallas IDC
- City of Richardson IDC
- City of Grand Prairie IDC
- City of Irving IDC
- Dallas TxDOT IDC
- Fort Worth TxDOT IDC
- Statewide TxDOT IDC

Roger Cisneros, P.E. | Construction Materials Project Engineer/Project Manager
Proposed Responsibilities: Mr. Cisneros will provide the day-to-day management and testing activities and provide special inspections as required. He will attend all pre-construction meetings. Mr. Cisneros will also be responsible for signing and sealing any reports that require a professional engineering seal for AGG.
Education: University of Texas / BS Civil Engineering / 1979
Professional Registration: Registered Professional Engineer, Texas, #56115
Experience: Mr. Cisneros offers over 40 years of experience in the design and construction of major transportation facilities. With almost 20 years of prior service at TxDOT, he has worked in both the private and public sector as an owner and consultant. His experience spans all aspects of project delivery including planning, design, right-of-way, utilities, and construction management. Mr. Cisneros has significant experience managing the execution of projects delivered by both traditional and alternative delivery methods including design-build.

Mr. Cisneros offers extensive technical and operational experience in successful design-build project delivery and FHWA requirements in various quality roles. A transportation and Construction Quality Professional with extensive experience in quality control, quality assurance, and owner verification testing and Inspection. Mr. Cisneros areas of expertise include the development and implementation of Construction Quality Assurance Programs and development and implementation of Owner Verification Testing and Inspection Plans and Statistical Validations of QA and OV Test Results and Reporting. Project experience includes:

- SH 99 Grand Parkway, Houston, Texas
- Brazoria County Expressway
- TxDOT Horseshoe
- NTTA Chisholm Trail, Section 6
- CTRMA US 290 Manor Expressway Phase 2
- TxDOT El Paso Spur 601 Pass Through Toll Road
- TxDOT SH-130, Segments 1-4
- Williamson County Road Bond Program
- I-35W / Speedway Interchange
- TxDOT Construction Division
- City of Dayton
- Harris County
- City of Huntsville
- City of Conroe

Alan Thomas, SET | Deputy Construction Materials Project Manager
Education/Certifications: NICET Level IV Concrete, NICET Level II Soils, NICET Level I Asphalt, ACI Concrete Strength Testing Technician, PCI Level 1, PTI Level 2 Unbonded PT Inspector, HMAC, Soils SB 101, 102, 103, 201, 202, HAZMAT, Nuclear Gauge Operator
Proposed Responsibilities: For this project, Mr. Thomas will assist Mr. Cisneros with the day-to-day management and testing activities and provide special inspections as required. Mr. Thomas will attend all pre-construction meetings.
Experience: Mr. Thomas has over 25 years of experience in construction materials inspection and testing. Mr. Thomas works closely with designers, project managers, as well as program managers to assist in the leadership and problem-solving at construction sites. Mr. Thomas performs site observations of earthwork and foundation construction, collects samples, performs tests to monitor compliance, monitor concrete batching and testing procedures with construction specifications. Experience Includes:

- FM 521, Fort Bend County
- FM 1960, Harris County
- FM 565, Chambers County
- FM 105, Orange County
- SH 124, Asphalt
- City of Dallas Public Works Contract
- City of Dallas Elm Fork Phase 1
- City of Dallas DWU Eastside WTP
- City of Dallas DWU Southside WWTP

Michael D. Roland, P.E. | QA/QC Review

Proposed Responsibilities: As Geotechnical Project Manager, Michael will work closely with HCRMA and the design team to ensure that the geotechnical consulting and construction materials engineering services being performed by AGG meet and exceeds the teams expectations. Mr. Roland will also remain fully apprised of all quality assurance/control aspects of this contract to ensure the construction proceeds in accordance with the project plans and specifications.

Education: University of Texas at Arlington / BS Civil Engineering / 1989

Professional Registration: Registered Professional Engineer, Texas, #96043

Experience: Mr. Roland has been a key member of AGG since being established in 1999. Mr. Roland has over 34 years of experience in management, geotechnical consulting, QA/QC, soil exploration for numerous building and project types, specifically including school districts and educational facilities. His duties have included management and QA/QC responsibilities for major projects. Project experience includes:

- Texas Department of Transportation
- City of Dallas IDC
- City of Richardson IDC
- City of Grand Prairie IDC
- TxDOT North Region IDC
- City of Irving IDC
- City of Rowlett IDC
- City of Cedar Hill IDC
- City of DeSoto IDC
- City of Lancaster IDC

Matt Moody, S.E.T. | Laboratory Manager

Proposed Responsibilities: Mr. Moody will be responsible for day-to-day testing, coordination of all laboratory work, supervision and training of personnel and the review of all lab test results.

Certifications: NICET Level IV in Concrete; NICET Level III in Asphalt, NICET Level III in Soils, NICET Level II Geotechnical in Laboratory, NICET Level I Geotechnical in Exploration, NICET Level II Geotechnical in Construction, TxDOT 1A, TxDOT Soils SB 101, TxDOT Soils SB 102, TxDOT Soils SB 103, TxDOT Soils SB 201, TxDOT Soils SB 202, Radiation Safety, ACI Concrete Strength Testing Technician, ACI Aggregate Testing Technician – Level 1, ACI Concrete Laboratory Testing Technician – Level 1

Experience: Mr. Moody serves as AGG's Senior Laboratory Manager with 27 years of experience and is responsible for all Geotechnical Testing and Construction Materials Testing. Mr. Moody has been involved in all areas of laboratory testing, concrete, and soils field inspection. His primary responsibilities are performance of day-to-day testing, coordination of laboratory work, supervision and training of personnel, and review of all lab test results. He works closely with senior engineers and department managers to ensure accuracy and compliance with project requirements.

Awards/Special Qualifications and Expertise

- 2013 and 2016 NCTRCA DBE of the Year Award recognizing the ingenuity, creativity, tenacity, and hard work of local companies that are successfully competing and succeeding in the marketplace
- 2019 Zeb Strong Pillar Award for Business Excellence – The Arlington Black Chamber of Commerce
- 2020 Graduate of the North Texas Tollway Authority's Diversity ROAD Program
- 2021 Dallas Fort Worth Minority Supplier Development Council Supplier of the Year – Class 3
- 2021 Construction Company of the Year Award – The Arlington Black Chamber of Commerce
- 2023 DFW Airport Champions of Diversity Award

5) Related Projects

SH-99 Grand Parkway, Segments H, I-1 and I-2, Harris County, Texas

AGG performed construction materials testing on this $850 million SH-99 Grand Parkway, Segments H, I-1, and I-2 Construction Project. The project spanned 56 miles around northeast Houston within the following Counties: Chambers, Harris, Liberty, and Montgomery.

The construction along the corridor stretched from the US 59 / 69 Interchange to the north and SH 146 in Baytown to the South. Segments H and I-1 are approximately 37.5 miles of a two-lane toll facility with intermittent four-lane sections for passing. Segment I-2 is made up of Segments I-2A and I-2B. Segment I-2A consisted of toll equipment, upgrades, and other improvements for approximately 8.7 miles of an existing four-lane facility from FM 1405 to Interstate 10. Segment I-2B is approximately 6.1 miles of a new four-lane toll facility from SH 146 in Baytown to FM 1405.

The project included 74 bridges and overpasses, 4 million cubic yards of embankment and over 375,000 cubic yards of paving.

Southern Gateway OVTI (DB)

AGG performed owner verification and testing for this project. The project consists of full reconstruction of I-35E to 10 general purpose lanes and 2 reversible non-tolled Express Lanes. The scope includes 22 new bridges, 12 bridge widenings, and retaining walls, operational improvements consisting of collector-distributor roads (north and south bound), direct connectors, and reconstructed ramps and bridge structures as necessary to accommodate the interim improvements. This project was completed in October 2022.

North Texas Tollway Authority PGBT Section XXIII-XXVII Construction Management 4th Lane inside widening, from North of Beltline Road to IH 35E. Contract #04402-PGB-00-CN-PD.

This project consisted of sampling, testing, and reporting material used in construction of pavement, embankment, and structures. AGG performed inspection of portable concrete plant following industry standards (NRMCA) and performed aggregate testing, field densities, soil testing, fresh concrete testing on CRCP, traffic barrier, and drill shaft for sign support. Both moisture treated and lime treated subgrade were required and we performed a lime series to determine that the percent lime needed to stabilize the different materials encountered during construction in each section was sufficient for what was recommended in the plans. We also performed HMAC testing for Type "B" bond breaker and Type C surface mix. Roadway cores for asphalt were tested for field placement density and we performed tests on crushed stone to determine engineering properties and its Triaxial Class for NTTA acceptance.

6) Current Workload of Staff and Laboratory Personnel

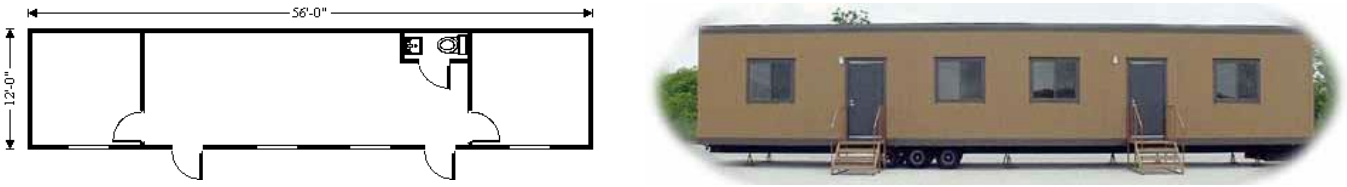
Alliance Geotechnical Group, Inc. (AGG) is readily available to begin work on this contract. AGG anticipated growth in recent years and has increased our staff by 30 percent, allowing us to handle upcoming workloads. AGG has a staff of approximately 100 Engineering Technicians available for this contract. We have the capacity to increase our staff as needed. AGG routinely performs inspections on projects through the assignment of multiple, continuous shifts to accommodate construction phasing, aggressive scheduling, etc., to ensure client schedules are met.

The scheduling of this project will be established according to the needs of HCRMA. AGG maintains the depth of resources to assign full-time inspectors on this contract if required by the scope of work. AGG routinely performs inspections on projects through the assignment of multiple, continuous shifts to accommodate construction phasing, aggressive scheduling, etc., to ensure client schedules are met. AGG has enough qualified, highly skilled engineering technicians to fully serve HCRMA' s needs for this contract.

On-Site Laboratory - AGG could, if necessary, provide current, accurate, equipment, housed in an environmentally controlled setting to ensure compliance with ASTM D3666, D3740, and C1077 (to include test procedure C78 and other ASTM and AASHTO standards). If an on-site laboratory is deemed necessary, AGG will invite AASHTO inspection once the on-site lab is established. Equipment would be calibrated once the on-site lab is fully established. In addition, AGG would have equipment inspected and recalibrated at 6 month intervals.

AGG staff fully understands the requirements of setting up a fully operational on-site laboratory, including coordination for communications, power, and water supply. AGG recently operated an on-site lab established for the Trinity River Authority in Livingston, Texas, and an on-site laboratory was established for the Chisholm Trail Parkway project in Tarrant County. If it is determined an on-site laboratory is necessary, the AGG lab will include the following (at a minimum):

- Temperature-controlled job site trailer of sufficient size to house all testing and administrative equipment. The trailer will include offices for project personnel and room for the testing equipment.
- Concrete curing facility, environmentally controlled to maintain temperatures and humidity specifications for ASTM standards. The curing facility will be a temperature controlled container capable of housing 10 large curing tanks and will be air conditioned and heated.
- Testing equipment to include:
  - A concrete compression machine with load capability in excess of that anticipated for the project
  - A flexural test machine for concrete beams
  - Concrete Cylinder capping equipment
  - Automatic soil compaction machine
  - Atterberg Limit (PI) Machine
  - Ovens
  - Scales and Balances
  - Straightedge Testing Equipment
  - Calipers and micrometers
  - Sieves and Sample Splitters
  - Sieve Shakers
  - Cylinder and Beam Molds
  - Concrete Slump Equipment
  - Concrete Air Meters
  - Standard and Modified Proctor Molds
  - Soil Stabilization Gradation Equipment
  - Appropriate Hot Mix Asphaltic Concrete (HMAC) Physical Testing Equipment
  - Texas Department of Health Approved Radioactive Materials Storage Facility for the storage of Nuclear Moisture Density Gauges



On-Site Environmentally Controlled Curing Facility
8' Wide X 40' Long
Capable Of Storing Up to Ten 3' X 8' Curing Tanks

7) Proposed Subconsultants

AGG proposes to utilize All-Terra Engineering as our subconsultant to provide support services in the area of construction materials testing.

All-Terra Engineering (HUB Subcontractor) All-Terra Engineering is a full-service geotechnical and construction materials engineering/testing lab serving the Greater Houston Area. Established in 2006, All-Terra' s senior staff brings over 50 years of experience and knowledge of the locale' s construction requirements. The senior staff has served clients including the University of Houston, Texas Southern University, Harris County, City of Houston, HISD, TxDOT, Fort Bend County, City of Sugar Land, Bush Intercontinental Airport, and other government agencies, as well as numerous land developers and contractors.

All-Terra Engineering is eager to provide prompt, cost-effective, and comprehensive geotechnical engineering, construction materials testing, and forensic evaluation services to the Greater Houston Area. All-Terra Engineering pride's themselves on their responsive, knowledgeable, and experienced staff of registered engineers, NICET and ACI certified technicians, and accredited laboratory.

8) Disadvantaged Business Enterprise (DBE) and Affirmative Action

As the proud owner of an SBE/MBE/DBE certified firm, Robert P. Nance is committed to maximizing contract opportunities by proactively engaging and building partnerships with other minority firms like ourselves. This commitment is intentional, as it allows our firm to be part of the bigger picture of helping minority firms grow their business and gain a reputation in their area of expertise.

By growing our supplier/contractor base and seeking an optimal balance between the right-size supplier/contractor to the right mix of HUB/D/M/WBE suppliers, we ensure that our projects are populated with diverse firms that can attract and maintain innovation. We showcase these efforts when we perform cohesively as a team and complete the project on- time and within budget. Keeping with the philosophy to endorse minority firms that we know can perform and exceed the owner's expectation, we carry on and "pay it forward" to a system that facilitated in AGG's growth and success. Ensuring the success of firms that started like AGG is our company motto. To that end, AGG has long since formed a successful teaming/mentoring relationship with numerous firms, including the firm on our team for this contract All-Terra Engineering, Inc. We have worked with this firm on numerous major projects across Texas.

We are dedicated to using other HUB/M/WBE firms in meaningful roles on our projects, paying forward the mentoring that has been given to us throughout the years, and will fulfill the HUB participation goal established for this contract using these strategic teaming partnerships.

With AGG's knowledge and familiarity, along with our previous project success, our team will continue to be accountable by communicating all of the required project specifications, objectives, special needs, and mandatory deadlines to our team members. This will allow our team to be an integral unit in performing our services to the best interest of all stakeholders.

Affirmative Action

Alliance Geotechnical Group, Inc. (AGG) is committed to providing equal employment opportunity without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, or any other protected status with respect to recruitment, hiring, upgrades, training, promotion, and other terms and conditions of employment. AGG takes affirmative action in support of this policy to employ and advance in employment individuals over 40 years of age, minorities, women, the handicapped, and veterans. Furthermore, there is no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, class, nationality, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

AGG does not condone or tolerate the harassment of any employee, including those placed through affirmative action efforts. It is a violation of AGG policy for any employee to engage in any activity that could be deemed as sexual harassment or as any other form of harassment. AGG intends that all matters related to recruitment, hiring, training, compensation, benefits, promotions, upgrades, transfers, and terminations, as well as AGG-sponsored social and recreational programs be free of unlawful discriminatory practices.

9) Litigation

Since our inception, AGG has emphasized quality, honesty, integrity, and competence in every aspect of its operations, and it has paid off. Throughout our entire 25 year history, AGG has never been sued for any reason, or been fired from any contract. AGG has also never filed any claims against any project owner as a result of a contract dispute.

10) Insurance

The table below lists AGG's insurance coverage. AGG has maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's insurance coverage since our formation in 1999. This insurance will be maintained for the duration of the contract.

Type of Insurance	Policy Number	Limits	Expiration	Insurer
Professional Liability	DPX30001629504	$3,000,000	11/04/2024	Endurance Amer Spec Ins Company
Workers Compensation	UB2R660722	$1,000,000	11/04/2024	Charter Oak Fire Insurance Company
Employers Liability	UB2R660722	$1,000,000	11/04/2024	Charter Oak Fire Insurance Company
General Liability	6302R661903	$2,000,000	11/04/2024	Phoenix Insurance Company
Bodily Injury Liability	6302R661903	$1,000,000	11/04/2024	Phoenix Insurance Company
Personal Injury Liability	6302R661903	$1,000,000	11/04/2024	Phoenix Insurance Company
Property Damage Liability	8102R549036	$1,000,000	11/04/2024	Travelers Indemnity of America
Automobile Liability	8102R549036	$1,000,000	11/04/2024	Travelers Indemnity of America
Umbrella Liability	CUP2R843803	$10,000,000	11/04/2024	Travelers Prop Cas Co of America
Contractors Equipment	6302R661903	$25,000	11/04/2024	Phoenix Insurance Company
Cyber Liability	F16606765002	$1,000,000	11/04/2024	Ace American Insurance Company

Agent:
Patterson & Associates Insurance Agency, Inc.
Post Office Box 852037, Richardson, Texas 75085-2037
Email: certificate@piainsure.com ; Phone: 972-669-2431 Fax: 972-783-0831

11) Bank Reference

Contact Name: Mr. Sam Gunn
Title: Vice President – Lending
Institution: North Dallas Bank & Trust
Address: 12900 Preston Road, Dallas, Texas 75230
Phone: 972.716.7232
Email: sam.gunn@ndbt.com

12) Additional Information

Construction Materials Project Approach

Alliance has a clearly defined Project Management Program which has been refined over the years to facilitate efficient, effective management of each assignment performed. The program is easily tailored to meet the unique requirements of any project.

The project manager is the primary point of contact, reachable at the phone numbers and email shown on Page 1 of this document. The project manager will be available to HCRMA during all project phases, as needed, to ensure that services are efficiently performed.

At the beginning of each inspection assignment, a project folder is prepared for use by field personnel. This folder includes, at a minimum, the following items:

- Project / contract number, job number and inspection site
- Contact personnel and phone numbers
- Testing specifications
- Report forms (as appropriate)
- Approved plans

After reviewing the specifications, Alliance' s project manager will consult with the project coordinator to determine staffing assignments. The project coordinator will work closely with the project manager to review reports, handle calls, schedule, review time sheets, and invoicing. In addition, the project manager is available to support the efforts of the Team Leaders as needed.

All testing on this contract will be performed in accordance with the HCRMA Standards, TxDOT' s latest ***Manual of Testing Procedures,*** and/or ***Standard Specifications for Construction of Highways, Streets, and Bridges*** and all other applicable policies, guidelines procedures and specifications.

AGG will provide experienced, certified individuals to perform inspections, in accordance with HCRMA' s specifications.

If requested, at the end of each working day, copies of all tests and daily receipts for time charges will be e-mailed to the appropriate office. Written reports will be submitted to the HCRMA within the required timeframe after the completion of all laboratory testing.

Test results that do not meet specifications will be immediately reported, by email, telephone and/or in person to HCRMA's personnel.

HCRMA will be responsible for final decisions regarding rejection of materials, specification interpretations, mix design modification, and will be the final authority in all matters concerning project inspection, material sampling, and testing.

Alliance will furnish HCRMA with copies of daily receipts for time charges, copies of reports, log sheets, and a detailed monthly summary, if requested.

The specific approach taken by Alliance to each work authorization / project issued will be primarily determined by the complexity of the individual assignment. What remains unchanged for each assignment is Alliance' s commitment to HCRMA and the goal to perform detailed testing and investigations that reveal, as well as anticipate, any potential construction issue or concern, thus ensuring the HCRMA the highest quality construction product, provided on time and within budget.

Exchange of Information - Clear and ongoing ***communication*** is vital to the success of this effort. To facilitate this communication, all personnel are equipped with cell phones. The field personnel have the ability to immediately contact one of the Senior Project Managers and / or geotechnical engineers for questions and trouble shooting. At the completion of each day, the reports are reviewed by one of the Project Managers before being sent to Word Processing. Pier Reports are reviewed by one of Alliance's geotechnical engineers.

Final reports are reviewed a final time by a Senior Project Manager and then distributed typically within 3 days of the inspection. All reports will typically be submitted within 3 days. The Contractor and HCRMA (if desired) are immediately notified of all non-compliant items either by phone or in person, with a follow-up in writing. All non-compliant items are logged so that a follow-up inspection can take place for final project review by Alliance' s Professional Engineer. ***Responsiveness*** is a key factor for Alliance. Alliance takes pride in being available to the client twenty-four hours a day, seven days a week. To facilitate this, at the outset of every project, Alliance prepares a "Project Directory" that includes ***all*** project personnel. This is provided to the in-house Alliance Team as well as e Client and Subconsultants. For the benefit of the client and to undergird our commitment to Availability 24 / 7, all Alliance personnel are listed with:

- Office Phone Number
- Home Phone Number
- Cell Phone Number.

Safety Awareness and Training - It is the policy of Alliance to provide its employees with a workplace free of recognized hazards and to comply with and abide by all governmental regulations, laws, orders, and rules pertaining to workplace safety. Safe work practices take precedence over any other work activity. Every attempt is made to provide employees with equipment in safe working order. Alliance' s Safety Program includes:

- Background Check
- Drug-free Environment
- Random Drug Testing
- Driving Record Routinely Checked and Maintained
- Safety Attire includes:
  - Hard Hats
  - Goggles
  - Safety Vest
  - Steel-Toe Boots
  - Routinely Held Safety Meetings
  - All Trucks equipped with GPS

Ability to Deliver Quality Testing On-Time and at the Least Cost to Owner

Cost Control Methods - AGG believes a successful project is completed with the highest quality workmanship and within budget. Cost control measures start with an accurate budget estimate submitted at the beginning of the project. When we submit an estimate for testing, we perform due diligence to get schedules, quantities, and specialty testing needs requirements from the contractor beforehand. By providing an accurate and realistic budget at project start, we can prevent costly change orders later. All monthly invoices include the total monthly billing, total billing for the project to date, and the amount remaining in the budget.

AGG understands that a large part of effective services lies in the ability to maintain compliance with project schedules. Delays cause a variety of problems. In our years of service on a broad range of projects, AGG's Engineers have often been brought in to alleviate a serious concern that threatened a project. Through this experience, AGG focuses on the need to conduct our activities in a manner that allows the project to continue on time and within budget. We understand the importance of schedule compliance related to construction projects and ongoing facility operations. Our ability to provide multi-disciplined services is an asset in timely project

completion. AGG will mobilize personnel and equipment resources as needed to ensure project completion on schedule.

AGG believes that the most crucial factor in meeting schedules is a collective and individual determination to get the job done. Before the start of all projects, AGG's Project Manager will review the project drawings, construction bid schedule, and quantity sheets to develop a detailed budget for the project. He will routinely check the project budget status during construction and set all projects to alert him at 50% of the billed budget to inform the client that we are over 50% of the project budget.

Additionally, the Project Manager sets an alert at 75% to hold a budget meeting to discuss project/budget status and ensure the appropriate priority is given to any outstanding testing needs. AGG uses our "ElmTree" Project Management Software to provide these notifications when the budget reaches a pre-determined amount. If unforeseen circumstances affect the budget, HCRMA will be notified promptly for direction. The project budget will not be exceeded without written authorization. All invoices are generated by ElmTree and include the current invoice total, as well as the invoiced amount to date and the total remaining budget. Furthermore, we distribute monthly statements as a tool to track project budgets. This tool also helps to compare employee time sheets to actual hours billed for each project. All of our vehicles are equipped with GPS which are used for scheduling efficiency.

Key elements of the ElmTree program include:

- ElmTree provides our clients the ability to view reports via a customized website set up exclusively for them.
- Clients are prompted to enter a username and password to access secure reports generated for them.
- Clients can download and print reports and invoices that have been generated for them. These reports are in a locked PDF format and cannot be altered.
- When reports are marked signed in ElmTree, they are automatically posted to the website or emailed directly to the client.

ElmTree's features coordinate all the staff and most of the daily operations of the materials testing lab: dispatching and sample entry by technicians, client information and data input by clerical personnel, report reviews, and quality checks by engineers and managers, and invoicing by accounting personnel.

In addition, all reports can be accessed through AGG's website (www.alliancerpts.com). The Contractor is immediately notified of all non-compliant items by phone or in person, with a written follow-up. All non-compliant items are logged so that a follow-up inspection can take place for the final project review by AGG's Project Manager.

Ability to Maintain Ethical Standards and Industry Best Practices as it Pertains to Conflicts of Interest

AGG's basic philosophy of excellence and quality in project delivery and client service is undergirded by its ownership structure. AGG offers a key, unique quality that truly sets it apart from most other consulting firms. AGG has a very generous profit sharing program. Each employee shares in the profits of the firm. This company structure allows AGG to hire and maintain the most capable individuals who are then assigned to your project. Each team member operates with a keen sense of responsibility and ownership of their project. They recognize that Client Satisfaction is fundamental. To clients this means that AGG is able to attract and keep the best employees – individuals who are true partners with a stake in the outcome of every project. AGG recognizes the importance of quality construction inspection and geotechnical engineering and the value associated with it. AGG

offers a comprehensive program of Construction Inspection Services to provide the Quality Management & Documentation needed for Quality Construction & Specification Compliance.

AGG's team of field and laboratory technicians, senior level personnel and Professional Engineers all have extensive experience performing construction materials engineering services on similar university projects. Our engineering technicians that will work on this contract all will have a minimum of five (5) years experience each. Through this group of highly qualified technicians, AGG's specialized expertise includes in-place density tests, gradations, moisture/density relationships, Atterberg limits, concrete and masonry inspection and testing, asphalt inspection and testing, reinforcement bar inspection, pier installation inspections, lime and cement stabilization tests, soil suction, and other tests as required. AGG has extensive, experienced staff available, as needed for *your* project. We will commit sufficient personnel to serve HCRMA's needs, and will have additional staff available in case of unexpected need. In order to ensure effective project management, AGG will assign individual tasks based on the particular expertise of the individuals on this team.

AGG has no conflict of interest on this project.

Technician Certifications

Certification	Number of Resources
ACI Field Grade 1	83
ICC Special Inspectors	22
NICET Level I	25
NICET Level II	13
NICET Level III	7
NICET Level IV	4
TxAPA 1A	23
TxAPA 1B	15
TxAPA Level 2	4
TxAPA SB 101	13
TxAPA SB 102	68
TxAPA SB 103	13
TxAPA SB 201	13
TxAPA SB 202	13
TxDOT Concrete	83

AGG'S AVAILABLE EQUIPMENT

Concrete

- Concrete Beam Tester
- Coring Machine with Trailer
- Air Meters
- Roll-a-Meter
- Unit Weight Buckets
- Ovens
- Maturity Meter
- Concrete Vibrator
- Unit Weight Measures
- Manual Hammers
- Concrete Mixers
- Outside Micrometer
- Rebound Hammer
- Windsor Probe Kit
- Ferro-Scan Meter
- Flex. Beam Machine
- Concrete Tile Saw

Asphalt

- Texas Gyratory Press
- Marshall Compactor
- Lottman Breaking Head
- Marshall Stability Head
- Marshall Flow Gauge
- Constant Temperature Water Bath
- Marshall Load Press
- Ovens
- Vacuum Pump
- Sand Equivalent Shaker
- Vibro D-Aerator
- Troxler AC Content Gauge
- Flakiness Index Tester
- Elongation Index Tester
- Hveem Stabilometer
- Gyratory Compactor
- Hamburg Wheel Tracker
- Ignition Oven
- Marshall Pedestal
- Marshall Hammer
- Dynatest Portable Road Surface Profiler Mark IV (RSP)
- SuperPave™ Machine, Pavement Quality Indicator 380

Soils

- Manual Hammers
- Digital Balances
- Load Master Compression
- Load Cells
- pH Meter
- Soil Compaction Devices
- Resistivity Meter
- Liquid Limit Devices
- Gilson Shaker
- Wet Ball Mill Machine
- Nuclear MD Gauges
- Hydrometers
- TxDOT Height Measure
- Soil Hydrometer
- Direct Shear Machines
- Soil Grinder
- Ovens
- Electronic Balance
- Relative Density
- Sieves

Multiple Uses

- Compression Machine
- Ovens
- Laboratory Digital Balances
- Wetball Mill Test Equipment
- Field Digital Balances
- LA Abrasion Machine
- Sulfate Testing Equipment
- Asphalt/Concrete Coring Rig
- Abrasion Resistance of Concrete (Underwater Method)

AGG'S IN-HOUSE CAPABILITIES

Aggregates (Coarse and Fine)

- Sampling
- Sieve Analysis
- Absorption
- Specific Gravity
- L.A. Abrasion
- Sulfate Soundness (Sodium or Magnesium)
- THD Triaxial
- Stockpile Survey
- Organic Impurities
- Flakiness Index
- Dry Loose Unit Weight
- Water Absorption
- Fineness Modulus of Aggregate
- Concrete Abrasion Test
- Decantation
- Sand Equivalent
- Texas Wet Ball Mill
- Flat & Elongated Particles

Soils Testing

- Atterberg Limits
- Water Content
- Sieve Analysis
- Organic Content Moisture Density Relationship
- Cement Treated Base (CTB)
- Field & Lab Gradation
- Field Lime Depth Check
- Soil Analysis
- Resistivity of Soils
- Sulfate Content
- Lime/PI Series
- Hydrometer Analysis
- Linear Shrinkage Bar
- PH Test
- Field C.B.R.
- Laboratory C.B.R.
- Load Tests

Asphaltic Concrete (HMAC)

- Mix Design by Marshall Method
- Mix Design by TxDOT II Certified
- Field Inspection (Lay down) by TxDOT I-B Certified
- Plant Inspection and Testing by TxDOT I-A Certified
- In-Place Nuclear Density Test
- Lab Density
- Extraction & Gradation by Ignition Oven
- Theoretical Maximum Specific Gravity
- Hamburg Wheel Test
- Stability, Marshall Hveem
- Asphalt Content
- Asphalt Coring for Lab Testing
- Boil Tests
- Indirect Tensile Strength (TSR)
- Establish Asphalt Roll Pattern

Portland Cement Concrete and Masonry

- Mix Design (Trial Batch)
- Mix Design Reviews
- Plant Inspection
- Pre-Cast Inspection
- Post-Tension Inspection & Testing
- Concrete & Masonry Field Inspection & Testing
- Add Mixtures
- Concrete Coring & Testing
- Reinforcing Steel Inspection
- Mortar Cube Casting & Testing
- Grout Prisms Casting & Testing
- Concrete Cylinder Casting & Testing (6” x 12” & 4” x 8”)
- CMU Prism Testing
- Floor Moisture Testing
- Flexural Strength Casting & Testing (6” x 6”x 20” or 4” x 4” x 14”)
- Center Point & Third Point Loading
- Petrographic Testing
- Air Content Test, Slump Test, Temperature
- Unit Weight Test
- Concrete Shrinkage Test
- Splitting Tensile Strength
- Windsor Probe
- Floor Flatness Analysis
- Swiss Hammer/ Schmidt Rebound Hammer
- Concrete Penetrating Radar

Structural Steel (NDT)

- Welder Qualifications
- Visual Inspection (VT)
- Ultrasonic Examination (UT)
- Magnetic Particle Testing
- Torque Testing
- Tension Testing
- Dye Penetrate Testing
- Radiographic Testing (RT)
- Paint Thickness Testing
- Metal Decking Inspection
- Structural Steel Joists Inspection
- Tension Testing (Bolts)

Retaining Structure Wall Inspection

- Stability Analysis
- Back Fill Testing
- Tie-Back Testing & Inspection
- Seepage Analysis
- Material Evaluations
- Slope Stability Studies

Sprayed-On Fire Proofing Inspection

- Thickness Measurement
- Density
- Bond Test
- Adhesive Test

Roofing Inspection and Testing

- Comprehensive Visual Observation
- Roofing Observation Inspection
- Core Cut Analysis
- Non-Destructive Moisture Testing

Specialty Testing

- Sonic Echo / Impulse Response (SE/IR)
- Crosshole Sonic (CSL) Testing
- Inclinometers

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Alliance Geotechnical Group, Inc.

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.**

N/A

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.**

N/A

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

June 14, 2024

Date

Disadvantaged Business Enterprise (DBE)
Alliance Geotechnical Group, Inc.

Alliance Geotechnical Group, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237310: AIRPORT RUNWAY CONSTRUCTION
NAICS 541330: ENGINEERING CONSULTING SERVICES
NAICS 541330: ENGINEERING DESIGN SERVICES
NAICS 541330: GEOLOGICAL ENGINEERING SERVICES
NAICS 541330: GEOPHYSICAL ENGINEERING SERVICES
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
NAICS 541380: SOIL TESTING LABORATORIES OR SERVICES
NAICS 541380: TESTING LABORATORIES AND SERVICES

This Certification commences January 8, 2024 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: January 8, 2024
CERTIFICATION NO. BMDB39145N0125

Texas Unified Certification Program
TUCP

Ronald C. Jordan, Jr.

Certification Administrator

ALLIANCE GEOTECHNICAL GROUP
9101 Jameel Road #130
Houston, Texas 77040

ECS SOUTHWEST, LLP: ECS GROUP OF COMPANIES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

Request for Statement of Qualifications
Construction Material Testing (CMT) Services and Forensic Investigation and Evaluation of In-Place Construction Materials for The 365 Tollway Project

SOQ – CMT Lab and Forensic Services – 2024-05

June 14, 2024, 4:30 PM

POINT OF CONTACT
James Dedrick, PE
CMT Department Manager, Associate Principal
210.528.1430 jdedrick@ecslimited.com

ecslimited.com

ECS SOUTHWEST, LLP
TX Registered Engineering Firm F-8461
Geotechnical • Construction Materials • Environmental • Facilities

June 14, 2024

Hidalgo County Regional Mobility Authority
c/o Ramon Navarro IV, PE, CFM
203 W. Newcombe
Pharr, TX 78577

RE: Response to Request for Statement of Qualifications Construction Material Testing (CMT) Services and Forensic Investigation and Evaluation of In-Place Construction Materials for The 365 Tollway Project

ECS Southwest, LLP (ECS) is pleased to submit the our Statement of Qualifications for Construction Material Testing (CMT) Services and Forensic Investigation and Evaluation of In-Place Construction Materials for The 365 Tollway Project. ECS is a premier provider of geotechnical engineering, construction materials testing, environmental consulting and facilities engineering services. With over 35 years of experience and 400 employees across Texas, ECS is uniquely qualified to provide the Construction Materials Testing Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials required for the 365 Tollway Project.

ECS and our proposed team members have extensive experience with large transportation infrastructure projects for clients such as TxDOT, the North Texas Tollway Authority, and municipalities across Texas. Our experience with roadway, highway, and tollway projects, specifically, will enable us to hit the ground running and lend valuable expertise to this contract. ECS is committed to delivering high quality and cost-effective solutions tailored to the needs of the 365 Tollway Project. We leverage industry-leading technology and digital reporting systems to provide rapid communication and transparency.

ECS is the ideal choice for this contract, leveraging extensive experience both locally and nationally in managing a diverse range of large and small projects in construction materials testing. We have assembled our Statement of Qualifications to demonstrate that we have reviewed the provided documents and carefully crafted our approach to successfully perform services for this contract, benefiting both the HCRMA and ECS.

Our ability to provide the scope of services to meet the HCRMA's expectations is the result of our Point of Contact's experience and an effective project team. Mr. James Dedrick, PE has vast experience providing construction materials testing services and will serve as an extension of HCRMA's staff so that project requirements are met on-time, within budget, and up to the standards set forth by the HCRMA.

ECS is greatly interested in the opportunity to contribute to the success of this infrastructure project. We hope to forge a long-term partnership with HCRMA through the successful delivery of services for the 365 Tollway Project.

Respectfully submitted,
ECS Southwest, LLP

James Dedrick, PE
CMT Department Manager, Associate Principal
210.528.1430 (office)
512.364.1113 (cell)
jdedrick@ecslimited.com

Frank M. Munoz, MBA
Office Manager
210.528.1430 (office)
210.557.0573 (cell)
fmunoz@ecslimited.com

STATEMENT OF QUALIFICATION

1) Firm name, including the addresses of all firm offices identifying in which office the work will be performed

ECS Southwest, LLP

The ECS San Antonio office will be the primary office location. Our Texas locations are listed below.

San Antonio
431 Isom Road, Suite 114
San Antonio, TX 78216
T. 210.528.1430

Corpus Christi
433 Sun Belt Drive, Suite D
Corpus Christi, TX 78408
T. 210.528.1430

Austin
14050 Summit Drive, Suite 101
Austin, TX
T. 512.837.8005

Houston
1000 N. Post Oak Road, Suite 240
Houston, TX 77055
T. 713.955.1980

Dallas (Carrollton)
3033 Kellway Drive, Suite 110
Carrollton, TX 75006
T. 972.392.3222

Fort Worth
2621 White Settlement Road
Fort Worth, TX 76107
T. 862.350.2250

McKinney
1600 Redbud Boulevard
McKinney, TX 75069
T. 469.659.7638

San Marcos
320 Barnes Drive, Suite 109
San Marcos, TX 78666
T. 737.301.3625

Waxahachie
115 Park Place Boulevard, Suite 500,
Waxahachie, TX 75165
T. 972.392.3222

2) Name, position, phone, email, and fax numbers of contact person

We look forward to coordinating our services with your team through our **single point-of-contact, James Dedrick, PE.** Mr. Dedrick serves as CMT Department Manager, Associate Principal for ECS. He is a technical and operational leader with over 30 years of experience in the geotechnical, construction material testing, Special Inspection, and consulting fields. Mr. Dedrick's responsibilities include providing technical expertise and supporting the Materials Testing staff across ECS Southwest.

Contact Information
210.528.1430 (office) | 512.364.1113 (cell) | 214.483.9684 (fax) | jdedrick@ecslimited.com

3) Names of principals in the firm; years firm has been in business

35+ years in business; Founded in 1988, ECS is a leader in geotechnical engineering, construction materials testing, environmental, and facilities consulting. We are currently ranked 64 in Engineering News-Record's Top 500 Design Firms (April 2024) and number two in Zweig Group's 2023 Hot Firms (June 2023). ECS Southwest, LLP is one of the operating entities of the ECS Group of Companies and a Texas-registered engineering firm (No. F-8461).

Mark Zortman, PE	President/Secretary
Robert Mashewske, PE	Executive Vice President
Siddharth Neekhra, PE	Senior Vice President
Stephen Geraci, PE CHMM	Senior Vice President
Matthew Olsen, PE	Senior Vice President
Vince Elizarde, PE	Vice President
Jay Jayatilaka, PE	Vice President
Garrett Klingensmith, PE	Vice President
Joseph Botte, CWI	Vice President
Sri Dinakaran, PE, BC.GE, DBIA	Vice President
Richard Webb, PE	Vice President
Michael Sorgenfrei, PE, PG	Vice President
Michael Batuna, PE	Vice President

GEOTECHNICAL | MATERIALS TESTING | ENVIRONMENTAL | FACILITIES

4) Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects

ECS is structured and operationally prepared to manage and execute the project work, field services, management, and testing services from our local San Antonio office. The management of this group of professionals is geographically based to enable the appropriate staff to be assigned to a particular project based on that project's specific needs. We are not limited by operating areas, which enables local project managers to rely on the technical and managerial expertise of the Southwest Team. Our San Antonio office is regionally supported and reinforced by our Austin, Corpus Christi, Dallas, Fort Worth, Houston, McKinney, San Marcos, and Waxahachie, Texas offices. Further, ECS Southwest, LLP is nationally backed by 2,700+ employees across 90+ offices where experts in many different fields can be accessed as resources or project involvement and laboratory testing can be performed. This structure allows team assignments to be commensurate with the project's needs.

NUMBER OF STAFF BY DISCIPLINE

SKILL	ECS SOUTHWEST	ECS SAN ANTONIO
Administrative	34	3
Architect	2	1
Construction Materials Manager	8	1
Drillers	1	0
Environmental Scientist	11	2
Field Technicians	214	24
Geologist	5	1
Industrial Hygiene	7	0
Lab Manager/Technician	36	3
Professional Engineer	34	3
Project Manager	58	8

PROFESSIONAL ENGINEERS

NAME	TITLE	TEXAS PE NO.
Matt Robbins, PE	Vice President, Subsidiary Regional Manager	119352
Robert Mashewske, PE	Senior Vice President, Subsidiary Regional Manager	120975
James Dedrick, PE	CMT Department Manager, Associate Principal	104012
Richard Webb, PE	Geotechnical Principal Engineer	60460
Michael Sorgenfrei, PE, PG	Vice President, Office Manager	99639
Richard Webb, PE	Geotechnical Principal Engineer	60460
Mark Zortman, PE	Subsidiary President	99872
Noel Janacek, PE	Principal	103586
Sri Dinakaran, PE, BGE, DBIA, F.ASCE	Vice President, Sr. Principal Engineer	85434

RESUMES

JAMES R. DEDRICK, PE | POINT OF CONTACT, PROJECT MANAGER, PRINCIPAL ENGINEER

REGISTRATIONS

Professional Engineer: TX
TX PE No. 104012

CERTIFICATIONS

TxDOT: 12.1.1; 12.1.2; 12.3.1; 12.2.5

SKILLS

Construction Materials Testing

Special Inspection

Geotechnical Design Implementation

Problem Solving

EDUCATION

Master of Science, 2012, Geotechnical Engineering, University of Wisconsin, Platteville, WI

Bachelor of Science, 1995, Civil Engineering, University of Illinois at Urbana-Champaign, Champaign, IL

PROFESSIONAL PROFILE

Mr. Dedrick serves as the CMT Associate Principal. He is a technical and operational leader with over 30 years of experience in the geotechnical, construction material testing, Special Inspection, and consulting fields. Mr. Dedrick's responsibilities include providing technical expertise and supporting the Materials Testing staff across ECS Southwest.

PROJECT EXPERIENCE

TxDOT 183 South Bergstrom Expressway, Austin, TX – The roadway includes three tolled lanes and two-three general purpose non-tolled lanes along US 183 between US 290 and SH71. Mr. Dedrick, the certifying engineer (construction services manager), confirmed soils, concrete, and aggregate test results. Responsible for overall execution of the quality management plan (QMP), this role includes verifying certification of personnel, calibration of equipment, and maintaining QCMP timeframes for completion of test results.

SH 130 Forensic Investigation, Austin, TX – SH130 pavement movements were investigated by sampling lime-treated soils and measuring pH, plasticity, and moisture content to identify possible causes of pavement distress. Mr. Dedrick, the certifying engineer (construction services manager), was responsible for soil test results related to verifying the physical properties of lime-treated soils, including moisture content, plasticity index, and pH testing.

City of Austin Permitting and Development Center, Austin, TX – Mr. Dedrick, as the Construction Services Manager, was responsible for third-party quality verification and the overall execution of construction material testing and Special Inspection services for the $120,000,000 project, demonstrating his meticulous approach and commitment to quality.

City of Austin, Pearl Retreat Lane, Austin, TX – Mr. Dedrick served as Project Principal for the construction materials observations and testing. He conducted investigations, evaluations and testing of soils, aggregates, structural steel welding and erections, asphaltic concrete and Portland cement concrete, as needed, for roadways, utilities, buildings, parking lots and other engineered structures.

City of Austin, Stassney Lane at Congress Avenue, Austin, TX – Mr. Dedrick provided a senior review for the project. The planned improvements include raised medians for access management, reconfiguration of the intersection, signal phasing changes, enhanced pedestrian and bicycle facilities, and associated signing, stripping, and paving. He also provided a principal review of the observation and testing of structural masonry.

MATTHEW ROBBINS, PE | PRINCIPAL / VICE PRESIDENT

REGISTRATIONS

Professional Engineer: TX
TX PE No. 119352

SKILLS

Slope Stability and Retaining Wall Analysis (Slide 6.0-Rocscience)

Settlement Analysis (Settle3D-Rocscience)

Boring Logs (Gint and AutoCAD)

PTI (Volflo 1.5) Lateral Pier Analysis (LPile) Pavement Design (Darwin & SpectraPave4 Pro)

Map Creation (ArcMap and Google Earth)

EDUCATION

Master of Science, 2014, Civil Engineering, University of Texas, San Antonio, TX

Bachelor of Science, 2011, Civil Engineering, Texas A&M University, College Station, TX

MEMBERSHIPS

Texas Council of Engineering Laboratories (TCEL) San Antonio Chapter - President

PROFESSIONAL PROFILE

Mr. Robbins is a Subsidiary Regional Manager serving the Central Texas Region. His experience includes managing geotechnical and construction materials testing operations, developing business development strategies, producing geotechnical reports, managing drilling operations and laboratory testing and managing construction materials testing projects. Mr. Robbins' experience includes various construction projects such as commercial, retail, residential, municipal, infrastructure, industrial and institutional facilities.

PROJECT EXPERIENCE

City of San Antonio Public Works On-Call Contract, San Antonio, TX – Mr. Robbins currently serves as the City of San Antonio Contract Manager. The ECS team currently provides geotechnical and construction materials testing services to the City of San Antonio's project. This contract is on an on-call basis. ECS works in coordination with the city's architectural, engineering, and construction teams to assess site conditions and project quality through technical observations and testing.

USCIS Field Office, Edinburg, TX – Mr. Robbins served as the Project Principal for construction materials observation services for the U.S. Citizenship and Immigration Services field office. ECS' services consisted of providing a Certified Welding Inspector to provide structural steel observations for the subject building.

Department of Veterans Affairs, Administration Building, Corpus Christi, TX – Mr. Robbins served as the Geotechnical Principal Engineer, providing technical oversight of the subsurface exploration, laboratory testing and engineering analysis. The purpose of this study was to provide geotechnical information for the design of foundations for the proposed building, pavements, and associated utilities and appurtenances.

Transportation Department Renovation, San Antonio, TX – ECS provided construction materials testing services on the Southwest Independent School District's Transportation Department Renovation. Mr. Robbins served as the Project Principal The project involves structural enhancements to the current transport facility, including repairs to the frame and modifications to footings, plus adding a steel canopy at the wash bay. ECS' role focuses on construction materials testing and Special Inspections, covering soils, foundations, concrete, and steel structures. Our qualified team will confirm compliance with project specifications on an as-needed basis.

RENE GONZALES, PE | PRINCIPAL ENGINEER

REGISTRATIONS

Professional Engineer: TX
TX PE No. 86259

CERTIFICATIONS

TxDOT: 12.1.2; 14.1.1; 14.2.1; 14.3.1

ASFE/The Best People on Earth

Fundamentals of Professional Practice

Radiation Safety Officer

SKILLS

Subsurface Evaluations

Foundation Design and Analysis

Subgrade and Pavement Evaluations

Slope Stability Evaluations

Retaining Wall Design

Reinforced Earth Structures

Probabilistic Site Hazard Analysis

Forensic Evaluations

EDUCATION

Bachelor of Science, 1993, Civil Engineering, Texas A&M University, College Station, TX

PROFESSIONAL PROFILE

Mr. Gonzales is a Senior Geotechnical Engineer serving our San Antonio office. He is a registered professional engineer in Texas with over 29 years of experience working on geotechnical and construction materials testing projects. He provides oversight and technical review for Special Inspection services. Mr. Gonzales manages and conducts geotechnical evaluations for schools, retail and office projects, residential developments, multi-story structures, hotels, water and wastewater facilities, hospitals and healthcare facilities. Other project experience includes bridges, storage tanks, pipelines, power plants, site utilities, airports, railroads, military installations, marine near-shore dock facilities and various local, state and federal government projects.

PROJECT EXPERIENCE

City of San Antonio, Ingram Road Intersection Improvements, San Antonio, TX – Mr. Gonzales is serving as the Project Principal for geotechnical services to provide information for the design and reconstruction of two city streets in San Antonio. The two subject streets include Military Drive, approximately one mile, and Ingram Road, approximately 0.6 miles. ECS provided field exploration services, laboratory testing, and design recommendations for the construction of the two subject streets.

City of Floresville, Roadway Reconstruction of Peach Street and F-Street, Floresville, TX – ECS provided a geotechnical evaluation to assist with the design and reconstruction of two existing city streets. The study included soil borings along the existing roadways to assess the existing pavement sections and review the subgrade soils along the alignment. ECS developed design alternatives for use by the project civil engineer to select the most economical design section for use on the project. Mr. Gonzales served as Principal Reviewer for the project.

SH 46 Expansion (Bulverde Road to Smithson Valley Road), Comal County, TX – Mr. Gonzales was the project engineer responsible for a geotechnical evaluation to provide soil borings and pavement cores to assist with the design of a roadway reconstruction project in Comal County, TX. The project included Texas Cone Penetrometer (TCP) testing to identify the depth of limestone and provide information on the interlayered Glen Rose limestone encountered along the alignment.

RICHARD WEBB, PE | PRINCIPAL

REGISTRATIONS

Professional Engineer: TX, CO, AZ
TX PE No. 60460

CERTIFICATIONS

TXDOT: 11.1.1, 12.1.1, 12.1.2, 14.1.1, 14.2.1

Radiation Safety Officer

SKILLS

Subsurface Evaluations

Foundation Design and Analysis

Subgrade and Pavement Evaluations

Slope Stability Evaluations

Retaining Wall Design

Reinforced Earth Structures

Forensic Evaluations

EDUCATION

Master of Science, 1988, Civil Engineering, Texas A&M University, College Station, TX

PROFESSIONAL PROFILE

Mr. Webb is a Principal serving our San Antonio and Austin offices. He is a registered professional engineer in the state of Texas with over 38 years of experience working on construction management, geotechnical and construction materials testing projects. Mr. Webb provides oversight and technical review for geotechnical engineering services and has extensive experience providing analysis and design of shallow and deep foundations; pavement design for new roadways and rehabilitation of existing pavements; value-engineering design solutions for foundations on expansive and soft soils; global stability of natural and engineered slopes, design and analysis of retaining walls and mechanically stabilized earth walls; and geotechnical design.

PROJECT EXPERIENCE

New Bridge, TX-107 (16 ½ Mile Road North), La Villa, TX – Mr. Webb served as the Project Principal for geotechnical services for the design of the foundation for the proposed Linn Tower Project. The subject site was approximately a 2,714 sf lot, and the area for the new proposed building was undeveloped grassy land. The proposed equipment building consisted of a one-story, 220 feet storage building. ECS' field and laboratory testing consisted of drilling a boring 25 feet below the existing surface, subsurface characterization, and groundwater observations.

Project Navy Phase II, 6500 Nita Way, Baytown, TX – The project consists of the construction of an approximate 800,000 sf warehouse with about 20 acres of reinforced Portland cement concrete pavement for truck parking, aprons, and access drives. The building was constructed using concrete tilt-walls supported using drilled shafts. Pavement thicknesses range from 5 inches to 9 inches over the treated subgrade. Mr. Webb reviewed and confirmed concrete compressive strength testing and test results.

Highway 6 Turn Lane & Traffic Signal, Highway 6 & Vicksburg Boulevard, Missouri City, TX – The project consists of adding a right-turn lane off Highway 6 near Vicksburg Boulevard and the installation of a new traffic signal at the intersection of Highway 6 and Vicksburg Boulevard. The turn lane is approximately 70 feet long and consists of a 10-inch reinforced Portland cement concrete pavement on a prepared subgrade. The signal poles are supported on 36-in and 48-inch drilled shafts. He reviewed and confirmed concrete compressive strength testing and test results.

Department of Veteran Affairs, Houston National Cemetery, TX – The project consists of the design and construction of a roadway extension and associated site improvements. ECS collected soil samples at the site for Atterberg Limits (PI Index) testing. Mr. Webb was the principal engineer responsible for soil analysis in the area.

SIDDHARTH NEEKHRA, PE | SENIOR VICE PRESIDENT / QUALITY CONTROL

REGISTRATIONS

Professional Engineer: TX
TX PE No. 102284

CERTIFICATIONS

TXDOT: 14.1.1 Soil Exploration, 14.2.1 Geotechnical Testing, 14.3.1 Transportation Foundation Studies, 14.4.1 Building Foundation Studies

SKILLS

Construction Testing

In Situ and Laboratory Testing

Deep and Shallow Foundations

Geotechnical Design

Reinforced and Pre-Stressed Concrete Structures

Earth Retention Systems

EDUCATION

Master of Science, 2004, Civil Engineering, Texas A&M University, College Station, TX

Bachelor of Engineering, 2001, Civil Engineering, National Institute of Technology, Raipur, India

PROFESSIONAL PROFILE

Mr. Neekhra serves as Principal Engineer at the Dallas office of ECS Southwest, LLP. With over 20 years of experience in heavy civil design and construction, Mr. Neekhra has been involved in geotechnical design and construction materials testing for various projects of various sizes. Mr. Neekhra has provided senior consultation, peer review and management on hundreds of projects involving geotechnical engineering and construction testing services for reinforced and pre-stressed concrete structures, structural masonry, structural steel, fireproofing, and asphalt pavement systems.

PROJECT EXPERIENCE

LBJ East Design-Build Project, Dallas County, TX – The project consisted of complete reconstruction and widening of I-635 from US 75 to I-30, including the I-30 Interchange, at approximately 11 miles. When complete, there will be 10 general purpose lanes and two tolled managed lanes. ECS responsibilities included proposal phase geotechnical design of various bridges, retention systems, pavement subgrades, embankments, slopes, and noise walls for the northern 5.7-mile section. The project will also feature the construction of continuous frontage roads and numerous intersection improvements.

Trinity River Authority 40TM-5 Relief Interceptor, DeSoto, TX – The project involved the excavation along the interceptor alignment, installation of the pipeline and supporting and connecting structures, and backfilling of the installed pipeline and structures. Mr. Neekhra served as a principal reviewer for the construction materials testing services for the project. ECS' extensive scope of services includes soils laboratory physical property tests, in-place moisture/density tests on compacted soils, concrete placement observation, field testing, lab compressive strength testing, and pipe infill material sampling and testing, showcasing our comprehensive capabilities in construction materials testing.

FM 455 and IH 35 Improvements, Sanger, TX – ECS completed the subsurface exploration and geotechnical engineering analysis for the proposed widening of FM 455 (Chapman Road.) from FM 2450 to Marion Road, east of IH 35. The approximate length of the improvement is about 5.5 miles. A complete reconstruction of IH 35 overpass at FM 455 is also planned which includes lengthening the bridge and reconstruction of embankment and ramps extending north and south along IH 35 for approximately 800 lf. ECS' integrated services included drilling soil borings, laboratory testing of representative soil samples for pertinent engineering properties and preparation of an engineering report.

NOEL JANACEK, PE | PRINCIPAL REVIEWER

REGISTRATIONS

Professional Engineer: TX, NC, OK, NV, KY; TX PE No. 103586

CERTIFICATIONS

TxDOT: 11.1.1- Roadway Construction Management And Inspection

14.1.1- Soil Exploration

14.2.1- Geotechnical Testing

14.3.1- Transportation Foundation Studies

14.5.1- Evaluation and Design of Geotechnical Related Structures

SKILLS

Geotechnical Engineering

Project Management

Retaining Wall Analysis

Deep Foundations

EDUCATION

Master of Science, 2012, Civil Engineering, University of Texas at Arlington, Arlington, TX

Bachelor of Science, 1999, Civil Engineering, Texas A&M University, College Station, TX

PROFESSIONAL PROFILE

Mr. Janacek serves as a Principal for ECS Southwest, LLP. He has extensive experience in geotechnical and structural assessment and design. Mr. Janacek's areas of expertise include retaining wall design/assessment/stabilization/asset management, ground improvement, underpinning, and deep foundation design. He has served as a technical lead in multiple design-build projects, design engineer of record, owner's reviewer, expert witness, and resident engineer for construction.

PROJECT EXPERIENCE

Dallas North Tollway, Frisco, TX – Engineer of record for the assessment and stabilization of 8 MSE walls along the Dallas North Tollway. Designed and led the geotechnical investigation and structural assessment of existing conditions and the development of multiple stabilization alternatives (soil nails, anchors, and drilled shafts) to restore the walls to the design factors of safety using the 2001 FHWA methods of the original contract. Stabilization accounted for construction access and future roadway expansions. Access was limited by service roads at the base of the walls and landscaped slopes on top of the walls. Although the MSE walls have varying failure modes, the firm identified consistent stabilization systems that could be used at each location to optimize schedule, traffic impacts, and construction costs.

President George Bush Turnpike (PGBT) Walls 3L, 3R, 4L, 4R Stabilization, NTTA, Irving, TX – As Engineer of Record, Mr. Janacek provided turnkey investigation; alternatives development; construction plans; and construction support to stabilize the existing walls with minimal interference to tollway operations using post-tensioned soil anchors and soil nails.

Sam Rayburn Tollway 4th Lane Expansion, Frisco, TX – Mr. Janacek was responsible for construction oversight of MSE walls adjacent to the existing SRT mainlanes. He performed submittal reviews for compliance with plans and specifications and provided/oversaw on-site observation during construction.

President George Bush Turnpike Eastern Extension, NTTA, Rowlett/Garland, TX – Mr. Janacek oversaw the design and construction of MSE walls for Sections 28, 29, and 31, and reviewed design and construction for Section 30. He collaborated with geotechnical engineers to optimize wall designs, analyzed wall stability, reviewed various retaining wall designs, and coordinated field support with section managers. Additionally, he evaluated construction quality and managed responses to submittals, RFIs, and change orders.

SRI DINAKARAN, PE, BCGE, DBIA, F.ASCE | PRINCIPAL REVIEWER

REGISTRATIONS

Professional Engineer: TX
TX PE No. 85434

CERTIFICATIONS

Board Certified Geotechnical Engineering (BCGE), Academy of Geo-Professionals, 2016

Design-Build Institute of America (DBIA), 2021

TxDOT Precertification: 14.1.1, 14.2.1, 14.3.1, 14.4.1, 14.5.1

SKILLS

Deep and Shallow Foundations

Geotechnical Investigation

Pavement Design

Construction Materials Testing

EDUCATION

Master of Science, 1994, Civil Engineering (Geotechnical), Texas A&M University, College Station, TX

Bachelor of Science, 1991, Civil Engineering, South Gujarat University, Surat, India

PROFESSIONAL PROFILE

Mr. Dinakaran serves as a Senior Principal Engineer for ECS Southwest's Dallas/Fort Worth area. He is a registered professional engineer in the state of Texas with over 30 years of experience working on geotechnical and construction materials testing projects. Mr. Dinakaran's experience includes project management and leading staff across a variety of projects for transportation, municipalities, schools, universities, residential subdivisions, commercial structures, distress investigations, and water/wastewater treatment plants.

PROJECT EXPERIENCE

North Texas Tollway Authority, Multiple Counties, TX – Mr. Dinakaran was the Geotechnical Engineer for Segment I (Sections XV, XVI and XVII) of the President George Bush Turnpike, 190T. The project is a segment of the proposed 26-mile turnpike in Dallas, Collin and Denton counties. The project included 5-highway bridge overpasses or underpasses, 1-railroad bridge underpass, pavement subgrades, barrier plazas and ramp toll plazas. He performed analysis and calculations for the bridge foundation, retaining walls, pavement sections, and pavement subgrade modifications.

North Texas Tollway Authority, FM2499, Denton County, TX – Project Engineer for FM 2499 in Denton County crossing sections of Lake Lewisville. The project is a 4.6-mile extension of the existing roadway beginning near the intersection of FM 407 and continuing to the intersection of FM 2181. The project is a four-lane divided highway and features twin structure bridges crossing Hickory Creek (3,300-length) and Poindexter Branch (2,758-foot length) and a railroad underpass with associated retaining walls. Provided recommendations for drilled shafts, MSE retaining walls, noise walls, and pavement sections.

TxDOT IH 35 and 51st Street Interchange, Austin, TX – Mr. Dinakaran served as the Project Manager. The project consisted of proposed improvements of the southbound lanes of Interstate 35 (IH-35) in the vicinity of the 51st Street interchange in Austin, Texas. The anticipated improvements included widening of the IH-35 southbound main lanes from the US 290 direct connector to just north of the existing Airport Boulevard Bridge; realignment of the existing Southbound frontage road; addition of a southbound collector-distributor road under 51st Street (approximately 1,500 ft. in length); improvement of the southbound frontage road connection to the existing northbound U-turn structure; reversal of the existing Southbound ramps between 51st Street and Airport Boulevard (two ramps); and construction of a multi-lane roundabout on the east side of I-35 at 51st Street and the southbound I-35 frontage road.

FRANK M. MUNOZ, MBA | TASK MANAGER

CERTIFICATIONS

ICC Spray Applied Fire Proofing Special Inspector

PT Level I and II Unbonded Inspector

FACE Certified Floor Profiler

ACI Certified Field Grade I

Nuclear Density Gauge Operator

Project Manager Certification

SKILLS

CMT Field and Laboratory Testing

Special Inspection Observations

Project Management

EDUCATION

Master of Business Administration, 2021, Texas A&M University, San Antonio, TX

Bachelor of Business Administration, 2019, Texas A&M University, San Antonio, TX

PROFESSIONAL PROFILE

Mr. Munoz serves as the Office Manager for the ECS San Antonio office. He has 25 years of laboratory and field experience in the construction materials testing industry. His responsibilities include project oversight and specification conformance and attending pre-construction meetings to facilitate a cost-effective testing program. In addition, he reviews project budgetary tracking and performs new project bid reviews.

PROJECT EXPERIENCE

City of Floresville, Roadway Reconstruction of Peach Street and F-Street, Floresville, TX – ECS provided construction materials testing and observation for a complete roadway reconstruction of Peach Street from 4th Street to Goliad Street and F Street from 3rd Street to State Highway 97. ECS' scope included roadway depth reconstruction for subgrade, flexible base, and asphalt. Mr. Munoz served as Project Manager for the project.

SAWS 8" Public Water Main Loop, San Antonio, TX – ECS provided construction materials testing and observation for quality control on the proposed 8" Public Water Main Loop. The project consisted of the installation of an 8" public water main loop that included excavation, placement, and backfill of the public water main loop. The line included bedding material, initial backfill, testing of secondary soil backfill, asphalt treated base and Type D asphalt. Mr. Munoz served as project manager.

USCIS Field Office, Edinburg, TX – Mr. Munoz served as the Project Manager for construction materials observation services for the U.S. Citizenship and Immigration Services field office. ECS' services consisted of providing a Certified Welding Inspector to provide structural steel observations for the subject building.

Methodist Hospital Cath and OR Expansion, San Antonio, TX – Mr. Munoz is currently serving as the Project Manager for construction materials testing and observation services for the Methodist Hospital Stone Oak expansion. The project consists of a single-story brick expansion supported by a drilled pier foundation system and steel canopy structure. In addition to the building, there is associated site work, including site grading, asphaltic paving, and sidewalks. ECS' current services scope includes earthwork/ foundations, cast-in-place concrete, reinforcing steel, masonry, fireproofing, structural steel, and field and laboratory services.

MARC GOMEZ | FIELD SERVICES MANAGER, TASK MANAGER

CERTIFICATIONS

TXDOT: 12.1.1, 12.1.4

ACI Concrete Testing Laboratory Technician, Grade 1

HMAC Level 1A Plant Mix Specialist

HMAC Level 1B Roadway Specialist

HMAC SB102 Field Specialist

OSHA 10-hour

SKILLS

Construction Materials Testing

Masonry

Plan Grid

Pro Core

Blue Beam

BIM 360

PROFESSIONAL PROFILE

Mr. Gomez serves as Field Services Manager for ECS and is responsible for project management of construction materials testing projects, field and laboratory testing, and observations of construction materials, which includes testing of soils, foundations, reinforced and post-tensioned concrete, masonry, structural steel, fireproofing, and asphalt pavement.

PROJECT EXPERIENCE

Hwy 71 Expansion (12.1.4), Austin, TX – Toll Lane Additions: While on this project near Austin Bergstrom Airport, Mr. Gomez performed concrete placement and Thin Overlay Mix observation.

Various Plants (12.1.1), Various Locations, TX – From county state roads to in-town state roads and various state highways. Mr. Gomez worked with various TxDOT Offices from Corpus Christi District, working out of the Victoria, TX and Three Rivers Plant. San Antonio and Austin District out of the San Marcos, TX Plant. Yoakum District office is out of Victoria Plant, and the TARMAC Plant is in Rosenberg. He worked with multiple mix designs: TY-D, Ty-B, Ty-C, Ty-F, TOM, LRA, SMA, and PFC, along with different compaction methods: Super Pave, TGC, and Marshall.

City of Austin, Highland Park Water and Wastewater Improvements – Phase 2, Austin, TX – ECS provided construction materials observation and testing services for the City of Austin, Highland Park Water and Wastewater Improvements – Phase 2. Our scope of work included earthwork, concrete, and asphalt. Mr. Gomez served as a field technician.

Plum Creek Uptown Phase 1B Infrastructure, Kyle, TX – ECS provided construction materials observation and testing services for the Plum Creek Uptown Phase 1B Infrastructure project in Kyle, Texas. It involved extending two rights of way to connect new multifamily lots within the Plum Creek PUD. This project includes necessary improvements in transportation, grading, drainage, and utilities. Mr. Gomez served as a field technician.

State Highway Improvements for FM 973, Austin, TX – ECS provided construction materials observation and testing services for construction of dual left turn lanes along FM 973. Construction consisted of grading, base, asphalt pavement, embankment, signage and pavement markings. The limits of construction are approximately 942 linear feet. Our scope of services included fill and backfill, lime treated subgrade, cast-in-place concrete, and HMAC testing. Mr. Gomez served as a field technician.

THOMAS HARTNAGEL | ASSISTANT LAB MANAGER

CCERTIFICATIONS

TXDOT: 12.1.6

ACI Aggregate Testing Technician, Level 1

ACI Concrete Testing Laboratory Technician, Grade 1

TxDOT SB101 Properties Specialist

TxDOT SB102 Field Specialist

TxDOT SB103 Materials Analyst

TxDOT SB201 Moisture Density Specialist

SKILLS

Asphalt Testing

Concrete and Soil Testing

Geotechnical Reporting

Special Inspections

PROFESSIONAL PROFILE

Mr. Hartnagel currently serves as a Lead Field Technician. He is responsible for testing soils, foundations, concrete and asphalt. Mr. Hartnagel also monitors contractor operations and reviews confirmed drawings, specifications, and geotechnical reports to confirm compliance with project requirements. He is responsible for writing daily reports on the construction materials testing and observation work completed in the field to provide clients, contractors, engineers, architects, and code officials with a clear audit trail for projects.

PROJECT EXPERIENCE

TxDOT Quarries, Central Texas – Multiple TxDot Quarries: In Base production, Mr. Hartnagel pretested samples for TxDOT for many quarries in Central Texas, such as TCS, Texas Material, Colorado Material, etc. That included running TEX-100-E, TEX-101-E, TEX-104-E, TEX-105-E, TEX-106-E TEX-110-E, TEX-113-E, TEX-116-E, TEX-117-E.

City of Austin, Brentwood W&WW Pipeline Renewal Arcadia Avenue – The project replaced about 9,500 LF of water lines and 6,500 LF of wastewater lines. In addition, approximately 1,200 LF of wastewater lines were rehabilitated. ECS provided construction materials testing services for the project, including earthwork monitoring and testing, concrete and hot-mixed asphalt testing, and observations. Mr. Hartnagel served as a field technician.

Oak Hill Parkway, Austin, TX – ECS provided construction materials observation and testing services for the construction for the Oak Hill Parkway Improvement. It included several upgrades to existing US 290 and Texas 71 mainlanes, new overpasses, flyovers, U-Turn lanes, intersections, bicycle and pedestrian accommodations, an off-site stormwater detention pond, multiple water quality treatment ponds, and new landscapes. Our scope of services included soils tests, concrete and cement tests, field services, and engineering/support services. Mr. Hartnagel served as a field technician.

City of Austin, Emergency Right-of-Way Repairs Austin Hilton, Austin, TX – Emergency Right-Of-Way Repairs Austin Hilton was a mitigation project comprised of a series of piers, in the Right-of-Way, along the perimeter of the existing Austin Hilton Hotel building with concrete beams cast on top of the piers. ECS staffed the project with an Engineer in Training to observe the excavation of drilled shafts, ACI certified technicians to observe reinforcing steel and monitor concrete placements for piers and grade beams, NICET Soils Level II technicians to observe the placement and compaction of select fill soils beneath the voids below the concrete beams, and a Project Manager to attend weekly progress meeting on-site with the construction team. Mr. Hartnagel served as a field technician.

CERTIFICATIONS

AWS CWI (Certified Welding Inspector)

ASNT Level III: Ultrasound, Penetrant, Magnetic Particle, Radiology, and Visual Testing

BILL PARKER, CWI

PATRIOT NDT, LLC - CWI SERVICES

Mr. Parker has been in the Non-Destructive Testing field for 21 years. He has extensive experience in the steel building construction industry and with pipelines, power plants, nuclear plants, and bridge inspections for TxDOT. Mr. Parker holds ASNT Level III certifications in ultrasound, penetrant, magnetic particle, radiation, and visual testing. He also has an AWS CWI (Certified Welding Inspector) certification.

PROJECT EXPERIENCE

- Toyota Motor Manufacturing Plant, San Antonio, TX
- SpaceX, Boca Chica, TX
- AT&T Center, San Antonio, TX
- I-10 410 Interchange, San Antonio, TX
- University of Texas El Paso, El Paso, TX
- Land Bridge at Phil Hardberger Park, San Antonio, TX

CERTIFICATIONS

AWS CWI (Certified Welding Inspector)

City of San Antonio Special Inspector No. 5068

Non-Destructive Weld Evaluation Level III VT, Level II UT, MT, PT

City of Houston Deputy Inspector

Certified HDPE Pip Fusion Inspector

FAA-Certified Repairman AC 65-24 CHG1

EDWARD LEE, CWI

PATRIOT NDT, LLC - CWI SERVICES

Mr. Lee is the Vice President of Patriot NDT, LLC. He is responsible for coordinating and performing third-party structural steel and HVAC piping inspections, quality control audits in accordance with AISC Chapter N and AISC 360, and HVAC piping inspections in accordance with ASME specifications. He also interprets engineering, quality assurance, and quality control instructional codes for structural weld codes (AWS D1.1) and HVAC piping (ASME B31.XX).

PROJECT EXPERIENCE

- Toyota Motor Manufacturing Plant, San Antonio, TX
- AT&T Center, San Antonio, TX
- Amazon, San Antonio, TX
- Northside ISD, San Antonio, TX
- City of Laredo, El Pico Water Plant
- Fort Bliss Army Southern Command HQ, El Paso, TX
- Midland Express Pipeline, Midland, TX

5) List at least three related testing verification projects with TxDOT, USACE, Toll Authority/Regional Mobility Authority Projects of a transportation nature conducted within last five (5) years

FSH MILITARY WORKING DOG KENNELS
SAN ANTONIO, TEXAS

ECS is currently providing construction materials testing and observation for the proposed FSH Military Working Dog Kennel in San Antonio, TX. Our proposal includes the anticipated construction materials testing for contractor quality control on a call out as needed basis. This project involves the development of a 5,100 sf pre-engineered metal building that is supported by a robust concrete drilled pier and slab on grade foundation system. Key components of the associated site work include the construction of a bleacher foundation, an obstacle course, comprehensive underground utilities, as well as the development of pavement parking and drive sections. Our involvement is specifically tailored to offer contractor quality control through construction materials testing, which will be conducted on a call-out basis as required. Our team is committed to delivering high-quality services and will provide experienced and qualified technical personnel to perform the necessary testing services. These services will be conducted as requested by the onsite representative and will adhere strictly to the project specifications. Our services are designed to align with typical quality control standards set by testing agencies, adhering to ASTM E329 standards. The scope of services includes earthwork/foundations, cast-in-place concrete, reinforcing steel, masonry, fireproofing, and structural steel.

SERVICES PROVIDED
Construction Materials Testing

YEAR SERVICES COMPLETED
Ongoing

CLIENT CONTACT
Harrison Walker & Harper
Stoney Johnson
903.517.5955
sjohnson@hwh1887.com

ENERGY AEROSPACE OPERATIONS FACILITY (LACKLAND AIR FORCE BASE)
SAN ANTONIO, TEXAS

ECS provided construction materials testing and special observation services for the new operations facility project at Lackland Air Force Base in San Antonio, Texas. This project features the construction of an approximately 21,500 sf facility, designed to enhance operational capacities at the base. The superstructure of the facility is primarily composed of structural steel framing, providing robust support and durability. The exterior walls are constructed from cold-formed metal framing adorned with a brick veneer, offering both aesthetic appeal and structural integrity. A significant foundation component is the 30-inch thick cast-in-place steel-reinforced concrete mat foundation, designed to confirm stability and longevity. The scope of services included foundations, reinforcing steel, cast-in-place concrete, pre-cast concrete panels, masonry (screen wall), fill and backfill for the building pad.

SERVICES PROVIDED
Construction Materials Testing

YEAR SERVICES COMPLETED
2019

CLIENT CONTACT
USACE - Fort Worth District (SWF)
David Dickson
210.673.5169
david.j.dickson@usace.army.mil

LAREDO BORDER PATROL CHECKPOINT

LAREDO, TEXAS

ECS completed the subsurface exploration, laboratory testing, and geotechnical engineering analyses for the Laredo Checkpoint facility upgrade project. The primary focus of this project is to enhance the existing Laredo Checkpoint facility. Proposed improvements include the upgrading and maintenance of the on-site administration facility and the widening of existing concrete pavements at the off-ramps and on-ramps to IH-35. Additionally, the existing canopy system will be extended to accommodate new traffic lanes, aligning with the existing construction. Further enhancements will involve the creation of new site parking and a secure impound parking lot for improved operational efficiency. Our comprehensive report details the procedures and findings from our subsurface exploration and laboratory testing initiatives. The report provides strategic recommendations for the development of foundations, earthworks, and parking/drive areas tailored to the proposed upgrades.

SERVICES PROVIDED
Geotechnical

YEAR SERVICES COMPLETED
2021

CLIENT CONTACT
Villagomez Engineering Company
Jose Villagomez
210.724.0816
jlvillagomez@
villagomezengineering.com

QC TESTING FOR TXDOT OAK HILL PARKWAY

AUSTIN, TEXAS

ECS is currently providing quality control testing services during the construction phase of the TxDOT Oak Hill Parkway project. The Oak Hill Parkway Improvement will include several upgrades to existing US 290 and Texas 71 mainlanes, new overpasses, flyovers, U-Turn lanes, intersections, bicycle and pedestrian accommodations, an offsite stormwater detention pond, multiple water quality treatment ponds, and new landscapes. Our scope of services includes bonded PT observation and testing, concrete and grout trial batch mix verification, qualification testing of aggregates related to alkali silica reaction, proof load testing, concrete mix properties and strength verification, drilled pier observation and testing, hot mix asphalt mix verification, proctor and density testing. We are performing quality control testing of soils, aggregates, and concrete for the TxDOT project. ECS also performs specialty inspections utilizing PTI Level II, ACI, and SB102-certified inspection personnel.

SERVICES PROVIDED
Construction Materials Testing

YEAR SERVICES COMPLETED
Ongoing

CLIENT CONTACT
Colorado River Constructors
Sudeep Mukherjee
737.226.6431
Sudeep.Mukherjee@crcjv.com

6) Current workload of the staff and laboratory personnel that would be responsible for the project(s)

Our experience managing multiple projects similar to this enables us to successfully execute even the most complex geotechnical and materials testing contracts. This has given us a broad background using a multitude of techniques and has provided our team with a solid understanding of project management and delivery. Our ability to generate timely field reports through our wireless and paperless technology provides significant advantages to the HCRMA and helps the project team respond quickly and appropriately to field conditions and project requirements. Our in-house developed suite of software assists in effectively managing a number of simultaneously active projects. The systems provide real time data on project performance indicators and notify project team members of outstanding items or items that require attention to meet response time and project deadlines. **Our ECS San Antonio office is currently managing 220+ active projects with budgets ranging from a few hundred dollars to over $300 thousand, each meeting project deadlines and budgets on a daily basis.**

Construction Services: Seasonal weather conditions have considerable impact on staffing requirements, with summer months the months of greatest construction activity. Our local office staff of technical personnel absorb the demands of periods of greatest construction activity. Technicians from other ECS offices in Texas are able to assist in periods of high demand in a seamless manner. In this regard, we would not expect to become overtaxed on large projects. ECS also uses internal programs to track anticipated activity of our construction testing projects and project staffing requirements to accommodate hiring practices.

ECS' CURRENT PROJECTS

PROJECT NAME	SERVICE
IH-35 NEX South Project 60713630, San Antonio, TX	Geotechnical
DCP-005 Texas Infrastructure for Del Rio Sector, Quemado, TX	Materials Testing
City of San Antonio, Summer Fest (N. Foster to Old Seguin), San Antonio, TX	Materials Testing
City of San Antonio, Mystic Sunrise(Binz Engleman-Jackies Farm), San Antonio, TX	Materials Testing
City of San Antonio, Wyanoke Dr. (Burr Rd. to Raphail Dr.), San Antonio, TX	Materials Testing
City of San Antonio, E. Hathaway (Raphail Dr. to Cul-de-sac), San Antonio, TX	Materials Testing
City of San Antonio, Misty Springs (Summer Fest to Spring Sun), San Antonio, TX	Materials Testing
City of San Antonio, Sunrise Pass (Glacier Sun-Cactus Sun) ARPA, San Antonio, TX	Materials Testing
City of San Antonio, Las Puertas (Cul-de-sac to Las Puertas), San Antonio, TX	Materials Testing
City of San Antonio, New Valley Hi Dr (SW LP 410-Ray Ellison), San Antonio, TX	Materials Testing
City of San Antonio, Medford Dr. (Burr Rd. to E. Hathaway), San Antonio, TX	Materials Testing
City of San Antonio, Tres Caminos (Hunt Ln to Las Puertas), San Antonio, TX	Materials Testing
City of San Antonio, Fire Sun (Glacier Sun to Cul de sac) ARPA, San Antonio, TX	Materials Testing
City of San Antonio, W. Brandon (W. Hathaway to E. Brandon), San Antonio, TX	Materials Testing
City of San Antonio, Concio (Dead-end to Dead-end), San Antonio, TX	Materials Testing
City of San Antonio, W Gramercy Pl (Buckeye to IH10W Access Rd), San Antonio, TX	Materials Testing
City of San Antonio, Jamaica Dr. (Horal St. to Tarasco St.), San Antonio, TX	Materials Testing
City of San Antonio, Downing Dr. (W. Hathaway to E. Hathaway), San Antonio, TX	Materials Testing
City of San Antonio, Hickory Trail (Honey Tree Ln-Boling Brook), San Antonio, TX	Materials Testing
City of San Antonio, W. Hathaway (Burr Rd. to Dead End), San Antonio, TX	Materials Testing
City of San Antonio, Cactus Sun (Winter Sunrise to Mystic Sun), San Antonio, TX	Materials Testing
City of San Antonio, Threadneedle (Ray Ellison Blvd-Cul de sac), San Antonio, TX	Materials Testing

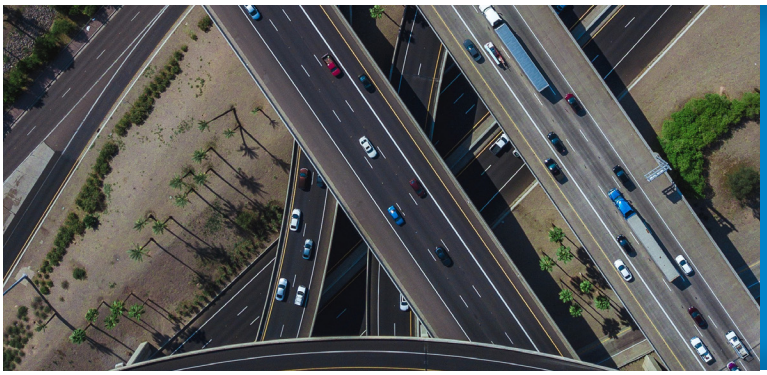
PROJECT NAME	SERVICE
City of San Antonio, Remuda (Harness Ln to Big Rock Dr), San Antonio, TX	Materials Testing
City of San Antonio, E. Brandon (Medford to E. Hathaway), San Antonio, TX	Materials Testing
City of San Antonio, Santiago St (SW 19th St to S Hamilton Ave), San Antonio, TX	Materials Testing
City of San Antonio, Winter Sunrise (Cactus Sun to Glacier Sun), San Antonio, TX	Materials Testing
City of San Antonio, Esma (Siluria to Esma), San Antonio, TX	Materials Testing
City of San Antonio, Prairie Sun (Glacier Sun-Cul de sac) ARPA, San Antonio, TX	Materials Testing
City of San Antonio, Colonial Sun (Glacier Sun-Cul de sac) ARPA, San Antonio, TX	Materials Testing
City of San Antonio, Sun Harbor (Glacier Sun-Hidden Sunris)ARPA, San Antonio, TX	Materials Testing
City of San Antonio, Centro Hermosa(Tres Caminos-Centro Grande), San Antonio, TX	Materials Testing
City of San Antonio, Centro Grande(Centro Hermosa-Tres Caminos), San Antonio, TX	Materials Testing
City of San Antonio, Price (Carmel St to Holder Ave), San Antonio, TX	Materials Testing
City of San Antonio, Centro Bonito (Centro Hermosa-C. Hermosa), San Antonio, TX	Materials Testing
City of San Antonio, Dannelly Fld. (Liberty Island-McGowen Fld), San Antonio, TX	Materials Testing
City of San Antonio, Raphail Dr. (Burr Rd. to Harry Wurzbach), San Antonio, TX	Materials Testing
City of San Antonio, Burning Sunrise-Mystic Sunrise-Sunrise Crk, San Antonio, TX	Materials Testing
City of San Antonio, Castle Bridge Dr. (Midcrown to Cul de sac), San Antonio, TX	Materials Testing
City of San Antonio, Sunrise Bluff (Glacier Sun-Cul de sac)ARPA, San Antonio, TX	Materials Testing
City of San Antonio, Threadneedle (SW LP 410 to Ravenswood), San Antonio, TX	Materials Testing
City of San Antonio, Dakota Sun (Cactus Sun to Cul de Sac), San Antonio, TX	Materials Testing
City of San Antonio, S Hamilton (W Martin to W Travis), San Antonio, TX	Materials Testing
City of San Antonio, Lagoon (Niagara to Cul de sac), San Antonio, TX	Materials Testing
City of San Antonio, Castle Mt. (Castle Bridge to Cul de sac), San Antonio, TX	Materials Testing
City of San Antonio, W. Huisache (Morning Glory to Manor), San Antonio, TX	Materials Testing
RGV Barrier - Starr County, Rio Grande City, TX	Geotechnical
USCG Station Port O'Connor - Rebuild, Port O'Connor, TX	Materials Testing
FSH Military Working Dog Kennels, San Antonio, TX	Materials Testing
JBSA FSH CDC B-2530, San Antonio, TX	Materials Testing
JBSA Turf Field Improvements, San Antonio, TX	Geotechnical
N. Padre Island Tower Foundations, Corpus Christi, TX	Geotechnical
558th Flying Training Squadron B473, Universal City, TX	Materials Testing
Geronimo Creek WWTP Exp/ Walnut Branch WWTP Abandonment, Seguin, TX	Materials Testing
SAWS Randolph Pump Station Improvements, San Antonio, TX	Materials Testing
SAWS Echtle Off-site Sewer Extension, San Antonio, TX	Materials Testing
Fox Falls Off-site Gravity Sewer, Boerne, TX	Materials Testing
SAWS Artesia Pump Station Improvements, San Antonio, TX	Materials Testing
SAWS Randolph Pump Station Improv. Additional Services, San Antonio, TX	Materials Testing

PROJECT NAME	SERVICE
Kingsville Tower Foundations, Corpus Christi, TX	Geotechnical
Seguin Lift Station, Seguin, TX	Geotechnical
TVT TX1043 New Braunfels HS Site, New Braunfels, TX	Geotechnical
Valvoline, Mission, TX	Geotechnical
AutoZone #5761, Edinburg, TX	Materials Testing
Valvoline, McAllen, TX	Geotechnical
7-Eleven, McAllen, TX	Geotechnical
2024 Kimco Coring Las Tiendas S.C., Mission, TX	Geotechnical
2024 Kimco Coring Trenton Crossing - North, McAllen, TX	Geotechnical
300 Main, San Antonio, TX	Materials Testing
PHTX Pumphouse Car Wash, Lytle, TX	Materials Testing
Deer Valley Ranch, Kerrville, TX	Materials Testing
Vantage Data Center (TX21), San Antonio, TX	Materials Testing
Atlantica Alamo Ranch Apts, San Antonio, TX	Materials Testing
Blue Wing BESS, San Antonio, TX	Materials Testing
Artesia at Medina Valley, San Antonio, TX	Materials Testing
Bulverde Oaks - Trac 15, San Antonio, TX	Materials Testing
Kimpton Hotel, San Antonio, TX	Materials Testing
Project Dentist, San Antonio, TX	Materials Testing
CV Schertz TX BTR, Schertz, TX	Materials Testing
Tobin Estates - Phase III, San Antonio, TX	Materials Testing

Note: This is not a comprehensive list. One can be provided if requested.

ECS' PROJECT MANAGEMENT AND QUALITY CONTROL - CONSTRUCTION MATERIALS TESTING (CONSTRUCTION)

1. ECS Field Technician performs test on materials at job site
2. Enter test data into ETHEL
3. Transmitted via wireless technology called FRED
4. Reviewed by the Project Manager and the Principal Engineer
5. Electronic signatures and professional seal added to report
6. Client verbally notified of issues that require attention
7. ECS personnel assist in identifying the appropriate party involved in resolving issues
8. Laboratory results are reported to the client by Project Manager
9. Reports are forwarded to each party designated by the client



ECS offers our sincere commitment to dedicate our staff and the necessary resources of our offices to serve the client and to the successful execution of the project. ECS is excited about this opportunity to help accomplish your mission and exceed your goals. We see ourselves as an extension of the client's staff and our mission is to meet your needs at every level.

7) Names, disciplines, and firm profiles (with resumes listed under key personnel) for any sub-consultants (if any) proposed for the project and 8) Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants

While our firm is not a DBE-certified Firm, we have a longstanding commitment to the support of Disadvantaged Business Enterprise (DBE). We regularly utilize these businesses to support our services with additional field support and Steel Inspections. In developing our DBE plan for this contract, ECS took into account the type of work that may be accomplished during the life of the contract, the apparent technical capability of companies necessary to accomplish the goals of the HCRMA, and the availability of local, capable subcontractors that are experienced in providing services similar to those required. We reached out a subcontractor that we are familiar with and requested that they join our team for this pursuit. **ECS will perform 94% of the work required for this contract while using the following sub for 6%.**

PATRIOT NDT, LLC - Certified Welding Inspection Services

Patriot NDT, LLC is a small, veteran-owned and operated welding inspection company in San Antonio, TX. They specialize in visual inspections, mag particles, fluorescent penetrants, ultrasound and eddy current. Patriot NDT, LLC has over 30 years of Certified Welding Inspector (CWI) experience. We have used Patriot NDT on several construction materials testing projects throughout San Antonio and continue to use them for their continued success in Central Texas.

Certificate of Recognition

Veteran Owned Business Certified

Certifying to all that

Patriot NDT, LLC

Has gone through 3rd-party verification to certify it as a veteran owned business.

Officially Certified On:

July 1, 2015

VOBcertified.com

Business ID#: vob3025

Business certification status can be verified at VOBcertified.com

AFFIRMATIVE ACTION PROGRAM

ECS has been and will continue to be an equal opportunity employer. To uphold comprehensive implementation of this equal employment policy, we will take steps to see that.

- Persons are recruited, hired, assigned and promoted without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or other characteristics protected by local, state, or federal laws, rules, or regulations.
- Other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or other characteristics protected by local, state, or federal laws, rules, or regulations.
- Employees and applicants must not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or other activities related to the administration of federal, state or local laws requiring equal employment opportunity; (3) opposed acts or practices made unlawful by federal, state or local laws requiring equal opportunity or (4) exercised other rights protected by federal, state or local law requiring equal opportunity.

ECS CLIMBS MOUNTAINS!

"Thanks so much for accommodating our needs for our Deck Expansion!

Not only myself, but Capital Projects really appreciate ECS revising your schedules and climbing mountains to do the borings this week!

We truly appreciate your efforts and assistance to help move this project forward on an expedited schedule. Thank you again and again!"

- Jeanine Bachtel
UNC Charlotte

9) Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed

PROPRIETARY AND CONFIDENTIAL INFORMATION

FIVE-YEAR LOOKBACK FOR CLAIMS INVOLVING ECS SOUTHWEST, LLP

CURRENT AS OF JUNE 11, 2024

Pease Place Condo Mediation	NA	Settled for Nominal Sum	Construction defect allegations at condominium development involving 23 parties. No expert identified any deficiency in ECS' services.	Austin	December 2019
Lawton Metropolitan Area Airport Authority v. Rich Construction, et al	Comanche County (OK), District Court	In Discovery	Professional negligence claim of unspecified cause for damage to flooring of fire containment facility	Oklahoma City	February 2023
City of Hutto, TX v Brooklands Partners, et al.	Williamson County (TX) District Court;	Motion to Dismiss Pending	Vague allegations about the breach of the standard of care	Austin	October 2023

Employment matters, bankruptcy claims, collection suits, and lien enforcement actions involving ECS Southwest, LLP are not included on this list.

10) Amount of professional liability insurance coverage carried by your firm.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2024

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

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

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, LLC 14026 Thunderbolt Pl Chantilly VA 20151	PHONE (A/C, No. Ext): 703-988-0900	FAX (A/C, No): 703-988-9498
	E-MAIL ADDRESS: Randi_Swisher@ajg.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ECS Southwest, LLP 3033 Kellway Drive Suite 110 Carrolton TX 75006	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Cincinnati Indemnity Company	23280
	INSURER C : Bankers Standard Insurance Company	18279
	INSURER D : Federal Insurance Company	20281
	INSURER E : ACE American Insurance Company	22667
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1139847845 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP 0219990	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X X C U						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			EBA 0463057	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			ENP 0219990	12/1/2023	12/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			71764164	12/1/2023	12/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Umbrella			56719442	12/1/2023	12/1/2024	Occurrence/Aggregate	2,000,000
E	Pollution Liability			CPMG28192289	12/1/2023	12/1/2024	Occurrence/Aggregate	15,000,000

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

CERTIFICATE HOLDER

N/A
United States

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

Frank Andersen

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

ECSSOUT-03 RJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/15/2023

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURED ECS Southwest, LLP 3033 Kellway Drive Suite 110 Carrollton, TX 75006	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO							
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH254030538	6/15/2023	6/15/2024	Per Claim	1,000,000
A	Professional Liab.			AEH254030538	6/15/2023	6/15/2024	Aggregate	2,000,000

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

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Note: Higher limits can be obtained, if needed.

11) Name and phone number of person to contact at the bank where the firm does business

Edward Byrne – Wells Fargo Bank

1753 Pinnacle Drive, McLean, VA

P: 571.341.2925 | F: 866.235.3268 | edward.byrne@wellsfargo.com

12) Any other items, which the consultant deems necessary

CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) primarily involves testing structural materials used to build new projects from the ground up, materials and components used to construct new additions or new components being added to an existing facility. These include earthwork, shallow and deep foundations, destructive and non-destructive concrete testing, wood construction observations, structural masonry, structural steel, sprayed-on fireproofing, Exterior Insulation and Finish Systems (EIFS), roofing evaluation and testing and asphalt pavement evaluation and testing. Our unique electronic reporting system delivers field and laboratory reports rapidly, giving the construction team valuable information on a timely basis. The majority of test reports are reviewed by ECS engineers and delivered via email to the project team within 24- to 36 hours of the test and/or observation.

SERVICES INCLUDE:

OBSERVATION SERVICES - help document that construction materials within new elements meet the designer's intent

SPECIAL INSPECTIONS - test items that require a construction materials testing and inspection program to be conducted by a third party, specifically including new buildings

THIRD-PARTY CODE COMPLIANCE - is jurisdictionally approved evaluations performed in place of services usually conducted by a local building code inspector which can only be requested / approved by local municipal code inspectors

CIVIL CONSTRUCTION TESTING - observes and tests civil elements such as parking lots, utilities, stormwater ponds, drainage systems, asphalt, concrete curbs, pavement and some retaining walls

WHY ECS:

- Certified personnel
- Accredited facilities
- Industry-leading electronic reporting (compliance/ non-compliance reporting) within 24- to 36 hours
- Rapid providers of innovative solutions for earthwork and foundation construction
- Experienced construction materials testing/special inspection professional and technical staff
- Industry-leading project budget management systems
- Advanced soil and materials testing capability

ECS CLIMBS MOUNTAINS!

"ECS was cooperative in every way. On every occasion, no matter the short notice, ECS made every effort to accommodate the situation and make a technician available... In my lifetime, I have worked with hundreds of labs and never experienced the desire to make things happen that ECS displayed."

- Stephyn Holland, City of Austin

TRANSPORTATION EXPERIENCE

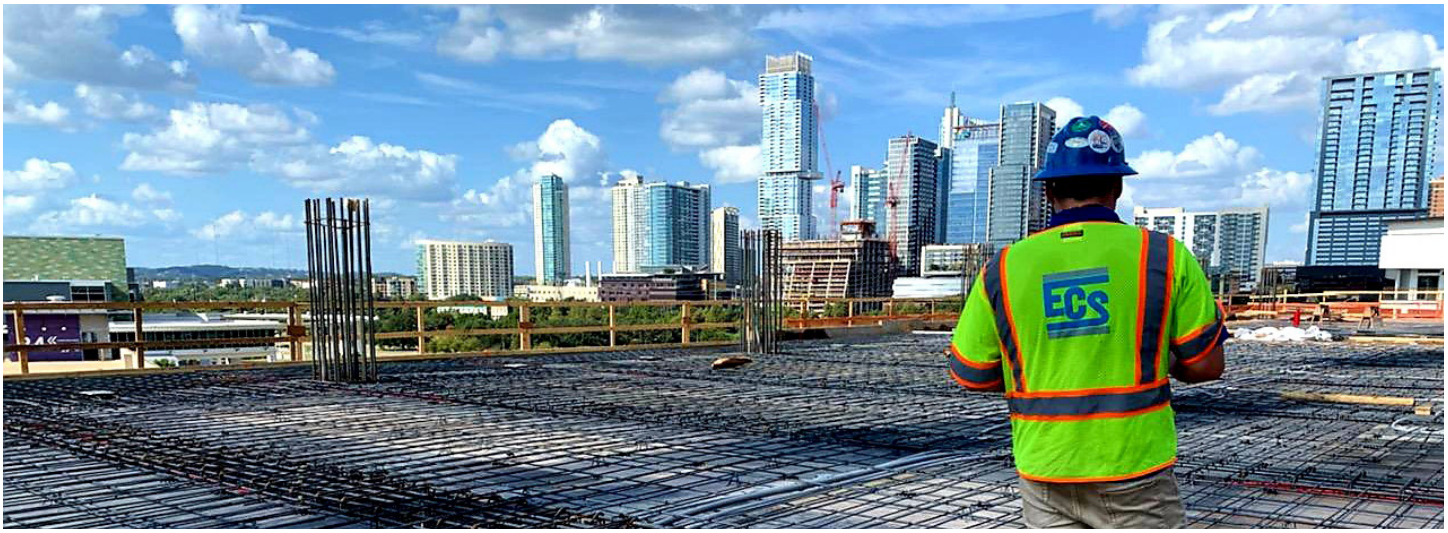
ECS has completed over 6,100 transportation projects company-wide in the last five years and our team members have experience with TxDOT. We are confident that our team's knowledge of TxDOT procedures and requirements, combined with our successful past performance and strong technical team qualification enables us to fulfill and exceed the HCRMA's expectations in this contract. Our goal and commitment are to support TxDOT in a manner that confirms the completion of the project in a high-quality, time-sensitive and cost-effective manner. We have meticulously prepared and tailored our approach to successfully perform these services to the mutual benefit of the HCRMA and ECS.

ECS CERTIFICATION SUMMARY

CERTIFICATION	# OF EMPLOYEES IN TEXAS
TXAPA Level 1A - Plant Production Specialist	2
TXAPA Level 1B - Roadway Specialist	11
TXAPA Level 2 - Mix Design Specialist	0
AGG101 - Aggregate Specialist	1
TXAPA Level SB 101 - Properties Specialist	10
TXAPA Level SB 102 - Field Specialist	112
TXAPA Level SB 103 - Material Analyst Specialist	2
TXAPA Level SB 201 - Strength Specialist	1
TXAPA Level SB 202 - Compressive Strength Specialist	1
ACI Concrete Field-Testing Technician - Grade 1	96
ACI Concrete Strength Testing Technician	14

ECS TXDOT PRE-CERTIFICATION SUMMARY

AREAS OF CERTIFICATION	ECS
11.1.1 Roadway Construction Management and Inspection	X
11.3.1 Construction Superintendent	X
12.1.1 Asphaltic Concrete Production	X
12.1.2 Portland Cement Concrete	X
12.1.3 Materials Engineering	X
12.1.4 Asphaltic Concrete Placement	X
12.1.5 Portland Cement Concrete Placement	X
12.1.6 Embankment/Subgrade/Backfill/Base Production	X
12.1.7 Embankment/Subgrade/Backfill/Base Placement	X
12.2.1 Concrete Plant Inspection and Testing	X
12.2.5 Hot Mix Asphalt (HMA) Plant Inspection and Testing	X
14.1.1 Soil Exploration	X
14.2.1 Geotechnical Testing	X
14.3.1 Transportation Foundation Studies	X
14.4.1 Building Foundation Studies	X
14.5.1 Evaluation & Design of Geotechnical Related Structures	X



STAFF / TECHNICIAN CERTIFICATIONS

ECS is structured to effectively assemble a highly qualified team to respond to the assignment, regardless of size, location, or complexity. Our professional staff at each level has extensive experience working on public and private projects around the state. We employ multiple International Code Conference (ICC) Reinforced Concrete certified technicians who have experience on complicated projects. In addition, we also have multiple technicians that are certified by the American Concrete Institute (ACI). Our technicians are both experienced and qualified to provide a high level of observation expertise. Our technicians are knowledgeable and adherent to project specifications, plan requirements, and adopted versions of the building code, including IBC1704, and ACI 318 standard reinforcing details. Our qualified and certified technicians routinely report and notify the general contractor of the non-conforming items through careful documentation and photographic records, as well as adding these items to non-conformance logs to keep the parties informed.

LABORATORY CERTIFICATIONS

ECS has a full-service laboratory in our San Antonio office. In addition, our sister offices in Austin and Houston provides HCRMA with the benefit of an additional full-service laboratory if needed. ECS laboratories conduct soil and concrete testing with our geotechnical consulting and construction materials engineering testing services. In addition to our internal training and certification programs, ECS laboratories participate in proficiency sample testing certification programs for aggregate, soils, concrete, and masonry. These programs are administered by various external agencies long recognized as leaders who set consistent industry standards, such as the American Association of State Highway and Transportation Officials (AASHTO), Materials Reference Laboratory (AMRL), United States Army Corps of Engineers (USACE) and the Cement and Concrete Reference Laboratory. Our San Antonio laboratory maintains accreditation from AMRL, CCRL, and USACE.

Laboratory Test Procedures Accredited by AMRL/AASHTO

Quality Management System: R18, C1077 (Aggregate), C1077 (Concrete), D3740 (Soil), E329 (Aggregate), E329 (Concrete), E329 (Soil)

Soil: R58, R74, T88, T89, T90, T99, T180, T191, T265, T310, D421, D422, D698, D1140, D1556, D1557, D2216, D2487, D2488, D4318, D4718, D6938

Aggregate: R76, R90, T11, T21, T27, T84, T85, T255, C40, C117, C127, C128, C136, C566, C702, D75

Concrete: M201, R60, R100, T22, T97, T119, T121, T152, T196, T231 (8000 psi and below), T309, C31, C39, C78, C138, C143, C172, C173, C231, C511, C617 (8000 psi and below), C1064, C1231 (12000 psi and below)

Masonry: C511 (Moist Cabinets, Moist Rooms and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes); C780 (Annex 1) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Consistency by Cone Penetration); C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry - Compressive Strength); C1019 (Sampling and Testing Grout)

COPIES OF LAB CERTIFICATIONS

AASHTO ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
AASHTO

ECS Southwest, LLP - an Engineering Consulting Services, Ltd. company

in

San Antonio, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

Jim Tymon,
AASHTO Executive Director

Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 06/02/2023 at 12:39 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE OF LABORATORY VALIDATION

ERDC

ECS Southwest, LLC- an Engineering Consulting Services, Ltd. Company

431 Isom Road, Suite 114
San Antonio, TX, United States
Matthew Robbins
(210) 528-1430

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:
15 MAY 2024 AT 09:27 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 08/25/2024

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

ECS' EQUIPMENT AND FACILITIES		
EQUIPMENT NAME	**CALIBRATION FREQUENCY**	**CALIBRATION PROCEDURES**
Concrete Compression Break Machines	Annual	Outside Agency (Recal)
Lab Scales	Annual	Outside Agency (Recal)
Drying Ovens	Annual	Outside Agency (Recal)
Atterberg Limits Equipment	Annual	Internal
Concrete Mixer	Prior to use	Check Physical Condition
R-Meter	Annual	Outside Agency (Recal)
Brass Mortar Cube Mold	Annual	Internal
Soil Mixing Machine	Prior to use	Internal
Sieve Shaker	Annual	Internal
Vacuum Pump	Prior to use	Internal
Sample Splitters	Prior to use	Check Physical Condition
Sieves	6 Months	Internal
Proctor Molds	Annual	Internal
Proctor Hammers	Annual	Internal
Automatic Proctor Machine	Annual	Internal
Resistivity Equipment	Annual	Internal
Load Cell-Unconfined	Annual	Outside Agency (Recal)
Pad Cap Retaining Rings	Each Use	Internal
Continuous Temp Recorders	6 Months	Outside Agency (Recal)
Concrete Pressure Air Meters	Quarterly	Internal
Pressure Air Meter	Quarterly	Internal
Cylinder Molds	Each Shipment	Internal
Unit Weight Measure	Annual	Internal
Slump Cone	Annual	Internal
Micrometer (Fire Proofing)	Annual	Internal
Swell Rings	Annual	Internal
Nuclear Density Gauges	Annual	Outside Agency (OSCS)
pH/Conductivity Meter	Annual	Internal
Sulfate Meter	Annual	Internal

Additional items including calipers, thermometers, and field scales are annually calibrated by an outside agency. Equipment such as concrete saws, coring equipment, and our generators are checked for physical condition before use.

TEXAS BOARD OF PROFESSIONAL ENGINEERS CERTIFICATION

TEXAS BOARD OF PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Certificate of Registration

This acknowledges that

ECS Southwest, LLP

has fulfilled the requirements of the State of Texas to offer and perform engineering services in the State of Texas. In witness whereof we have hereunto set our hands and affixed the seal of the Board, this 1st day of February, 2024.

Original certificate was issued on 14th day of January, 2005.

Registration Number: F - 8461

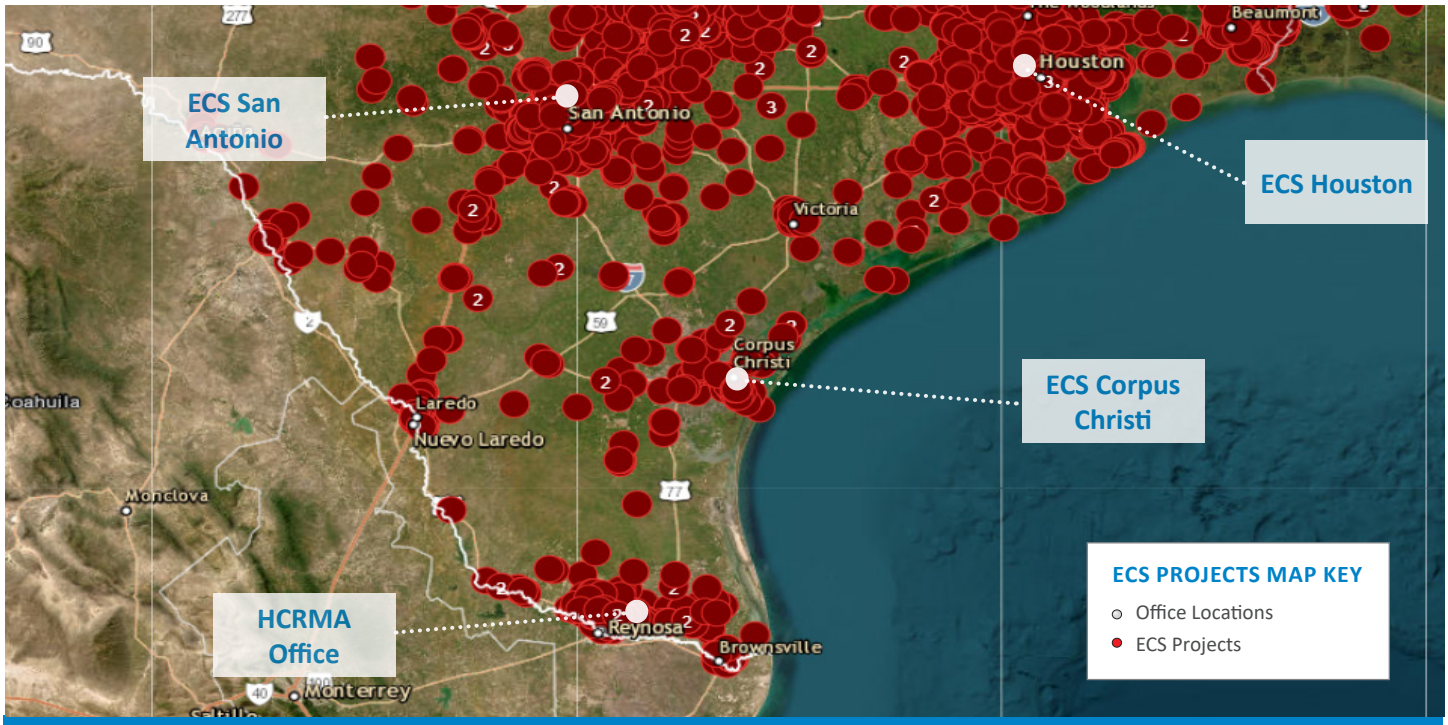
TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS

Dr. Sina K. Nejad, P.E., P.Eng., Board Chair

Albert L. Cheng, Secretary

FAMILIARITY WITH THE GEOGRAPHICAL AREA

Our ECS team has performed engineering services in Hidalgo County since 2001. ECS' extensive experience has made us familiar with the local geology and local design conditions that occur in the County. ECS technical resources extend beyond the County and include project experience in counties and cities throughout Texas. Our San Antonio office will serve as the principal location where services for this contract will be executed. Our Corpus Christi office will serve as a secondary location. ECS has completed over 1,000+ projects in South Texas while staying within project deadlines and budgets. An example of some of our project experience is depicted on the map with red dots.



ECS is a well-known provider of consulting engineering services to several local government agencies. Whether working with a city, township, or county, our multi-disciplinary expertise in geotechnical engineering, construction materials testing, facilities engineering, and environmental consulting services enables us to fully support many types of design, new construction, and renovation projects. ECS has provided various services for more than 7,100 public/municipal projects across the United States in the last five years.

Along with TxDOT, ECS currently hold active On-call contracts with multiple municipalities throughout Texas including the City of Austin, City of Burleson, City of Carrollton, City of Cedar Hill, City of College Station, City of Dallas, City of Denton, City of Euless, City of Fort Worth, City of Frisco, City of Garland, City of Houston, City of Keller, City of League City, City of McKinney City of Mesquite, City of New Braunfels, City of Plano, City of Richardson, City of Rockwall, City of Rowlett, City of San Antonio, City of San Marcos, City of Sugar Land, City of Temple, City of The Colony, City of Waxahachie, City of Wylie, Dallas County, Kaufman County, Kendall County, Town of Flower Mound and Town of Prosper.

SERVICES PROVIDED BY ECS

Construction Materials Testing: Materials used in construction projects must meet quality standards to comply with design specifications and jurisdictional requirements. An agency, such as the Town of Flower Mound, needs assurance that the construction materials and methods used on municipal projects and paid for by the Town will stand up to the load and bearing demands that will be placed on them. Construction Materials Testing services offered include:

- Observation and Testing in Accordance with the Geotechnical Study
- Earthwork Monitoring and Testing including Field Density Compaction Testing
- Bearing Evaluation for Shallow and Deep Foundation Systems
- Proofrolling of Subgrade and Subbase
- Reinforcing Steel Inspection
- Structural Steel Observation and Testing, including Welds, Bolts
- Concrete Testing including material acceptance, mix design conformations, slump, air entrainment, unit weight, compressive and flexural strengths and Fireproofing
- Masonry Construction Observation and Testing
- Post-Tensioning Pre-Pour and Stressing
- Wood Frames and Fire Stopping
- GPR nondestructive testing
- Drilled pier observation

Plant, Field and Laboratory Testing

- Asphalt field Density
- Lime/Cement Field Gradation

Core

- Test Hole Analysis
- Concrete
- Asphalt
- Cylindrical Concrete Specimens
- Drilled Cores

Geotechnical Engineering: At ECS, we know that what is below the surface can be as crucial and complex as the structure it supports. We know that subsurface conditions can dramatically affect your project's design, budget, and schedule. ECS provides a complete spectrum of subsurface exploration and geotechnical consulting services including:

Engineering Analysis and Design

- Soil-Moisture Relationship or Proctor Test
- Unit Weight Test
- Atterberg Limits Test
- Site Development Feasibility Studies
- Storm water Management Recommendations
- Soil Lineal Shrinkage Test
- Lime PI and pH Series
- Shallow and Deep Foundations
- Texas Wet Ball Mill (WBM) Test
- Grain Size Analysis
- No. 200 Sieve Analysis
- Gradation
- Forensic Investigations
- GPS Layout of Test Locations Sand - Backfill Water and Sewer
- Rock - Crushed Stone for Embedment LAA (Los Angeles Abrasion)

Field Explorations

- Hand Augers, Soil Borings and Rock Core Drilling
- Test Pit Excavations and Logging
- In-Situ Pressuremeter, Dilatometer and Cone Penetrating Testing

STATEMENT OF QUALIFICATION

Environmental Consulting: The ECS Environmental Services Group has experience with due diligence requirements and knowledge of federal, state and local regulations to help our clients manage specific environmental conditions that may be encountered on project sites. Our professionals listen to the needs and concerns of our clients and provide timely and cost-effective solutions that help clients meet goals.

- Phase I/II ESAs
- Soil and Groundwater Exploration/Sampling
- Feasibility Studies and Remedial Design
- Risk Assessments
- Groundwater Modeling
- Remedial Action Plans
- Corrective Action Plans
- Remediation Implementation and Oversight
- Remediation Systems
- Voluntary Remediation Program Administration
- UST/AST Consultation and Closure
- Landfill Investigations
- Assessments/Impact Statements
- NEPA Studies
- Hydrogeological Studies
- NPDES
- SPCC Plans
- Quality Assurance Project Plans
- Coastal Area Management Act (CAMA) Permitting
- Environmental and Safety Training
- Vapor Evaluations/Intrusion Sampling
- Passive/Active Vapor Mitigations Systems
- Vapor Barriers
- Industrial Hygiene Services
- Wetland Delineation and Permitting

Facilities Consulting: Our Facilities Consulting Group performs a wide range of facility services that benefit building owners, managers, contractors, designers, financial institutions, and prospective buyers. To assist you, we offer services that can be tailored to meet the needs of a project and/or site, including:

Condition Assessments

- Property Condition Assessments
- Code and OSHA Compliance
- Accessibility (ADA)
- Waterproofing
- Anchor Bolts
- Fall Protection
- Building Enclosure
- Parking Structure
- Infiltration
- HVAC Duct Testing
- Retro-commissioning (RCx)
- Inspections, Equipment Inventory
- Energy Audits, Energy Benchmarking

Design Consulting

- Roofing
- Exterior, Insulation, and Finish Systems
- Waterproofing
- Structural
- Architectural
- Code Plan Review
- Energy Use Recommendations
- Energy Modeling (eQuest)

Construction Consulting

- Preconstruction Survey
- Bank Draw Site Review
- As-built Exploration and Documentation
- Quality Assurance
- Commissioning

13) Executed Architect-Engineer Qualifications (Standard Form 330)

ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Hidalgo County Regional Mobility Authority (HCRMA) - Request for Statement of Qualifications Construction Material Testing (CMT) Services and Forensic Investigation and Evaluation of In-Place Construction Materials for The 365 Tollway Project

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
5/08/2024	SOQ – CMT LAB AND FORENSIC SERVICES – 2024-05

B. ARCHITECT ENGINEER POINT OF CONTACT

4. NAME AND TITLE

James Dedrick, PE, CMT Department Manager, Associate Principal; Contract Role: Project Manager

5. NAME OF FIRM

ECS Southwest, LLP

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
210.528.1430	214.483.9684	jdedrick@ecslimited.com

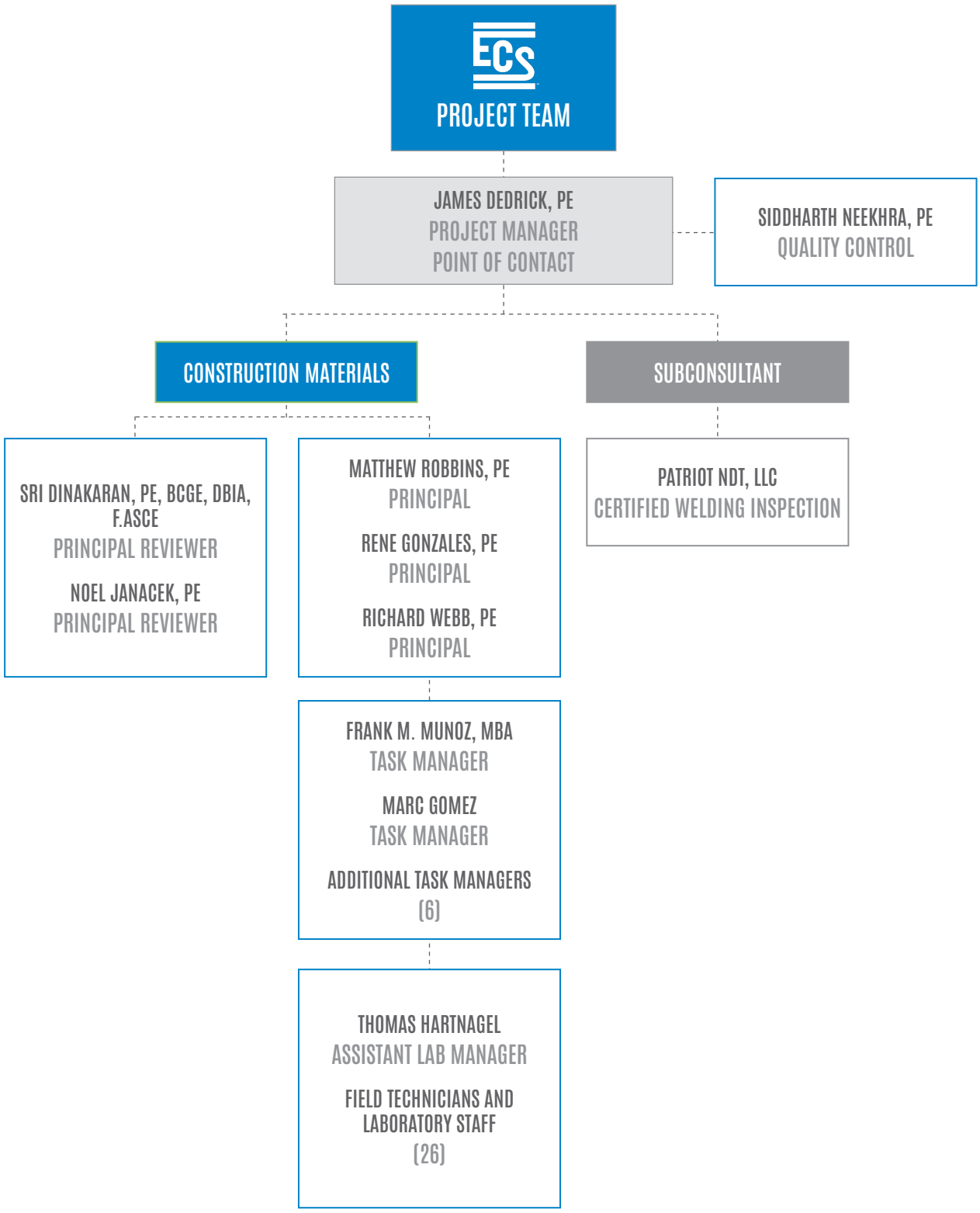
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) JV-Partner	(Check) Subcontractors	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			ECS Southwest, LLP Check if Branch Office	431 Isom Road, Suite 114, San Antonio, TX 78216	Construction Materials Testing / Prime
b.	X			ECS Southwest, LLP X Check if Branch Office	14050 Summit Drive, Suite 101 Austin, TX	Construction Materials Testing / Prime
c.	X			ECS Southwest, LLP X Check if Branch Office	3033 Kellway Drive, Suite 110 Carrollton, TX 75006	Construction Materials Testing / Prime
d.			X	PATRIOT NDT, LLC Check if Branch Office	1054 Buckskin Pass, Spring Branch, TX 78070	Certified Welding Inspection / Sub
e.				 Check if Branch Office		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM **(Attached)**

ORGANIZATIONAL CHART OF PROPOSED TEAM



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
James R. Dedrick, PE	Point of Contact, Project Manager, Principal Engineer	31	1

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - Austin, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Geotechnical Engineering Bachelor of Science, Civil Engineering	Professional Engineer: TX PE No. 104012

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TxDOT: 12.1.1; 12.1.2; 12.3.1; 12.2.5

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
TxDOT 183 South Bergstrom Expressway, Austin, TX	2015-2020	2020

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

The roadway includes three tolled lanes and two-three general purpose non-tolled lanes along US 183 between US 290 and SH71. Mr. Dedrick, the certifying engineer (construction services manager), confirmed soils, concrete, and aggregate test results. Responsible for overall execution of the quality management plan (QMP), this role includes verifying certification of personnel, calibration of equipment, and maintaining QCMP timeframes for completion of test results. Total Cost - $750-800 million

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SH 130 Forensic Investigation, Austin, TX	2019	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

SH130 pavement movements were investigated by sampling lime-treated soils and measuring pH, plasticity, and moisture content to identify possible causes of pavement distress. Mr. Dedrick, the certifying engineer (construction services manager), was responsible for soil test results related to verifying the physical properties of lime-treated soils, including moisture content, plasticity index, and pH testing.
Lab Fees - $50,000-100,000

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Austin, Permitting and Development Center, Austin, TX	2019	2019

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Mr. Dedrick, as the Construction Services Manager, was responsible for third-party quality verification and the overall execution of construction material testing and Special Inspection services for the $120,000,000 project, demonstrating his meticulous approach and commitment to quality. Total Fees - $120,000,000

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Austin, Pearl Retreat Lane, Austin, TX	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dedrick serves as Project Principal for the construction materials observations and testing. He conducted investigations, evaluations and testing of soils, aggregates, structural steel welding and erections, asphaltic concrete and Portland cement concrete, as needed, for roadways, utilities, buildings, parking lots and other engineered structures. ECS Fees - Ongoing

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Austin, Stassney Lane at Congress Avenue, Austin, TX	Ongoing	Ongoing

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dedrick provided a senior review for the project. The planned improvements include raised medians for access management, reconfiguration of the intersection, signal phasing changes, enhanced pedestrian and bicycle facilities, and associated signing, stripping, and paving. He also provided a principal review of the observation and testing of structural masonry. ECS Fees - Ongoing

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Matthew Robbins, PE	Principal	a. TOTAL: 12	b. WITH CURRENT FIRM: 7

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - San Antonio, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Civil Engineering Bachelor of Science, Civil Engineering	Professional Engineer: TX PE No. 119352

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
N/A

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (City and State): City of San Antonio Public Works On-Call Contract, San Antonio, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm
Mr. Robbins currently serves as the City of San Antonio Contract Manager. The ECS team currently provides geotechnical and construction materials testing services to the City of San Antonio's project. This contract is on an on-call basis. ECS works in coordination with the city's architectural, engineering, and construction teams to assess site conditions and project quality through technical observations and testing. ECS Fees - Ongoing

b.
(1) TITLE AND LOCATION (City and State): USCIS Field Office, Edinburg, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023; CONSTRUCTION (If applicable): 2023
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm
Mr. Robbins served as the Project Principal for construction materials observation services for the U.S. Citizenship and Immigration Services field office. ECS' services consisted of providing a Certified Welding Inspector to provide structural steel observations for the subject building. ECS Fees - $7,500

c.
(1) TITLE AND LOCATION (City and State): Department of Veterans Affairs, Administration Building, Corpus Christi, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020; CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm
Mr. Robbins served as the Geotechnical Principal Engineer, providing technical oversight of the subsurface exploration, laboratory testing and engineering analysis. The purpose of this study was to provide geotechnical information for the design of foundations for the proposed building, pavements, and associated utilities and appurtenances. ECS Fees - $13,050

d.
(1) TITLE AND LOCATION (City and State): Transportation Department Renovation, San Antonio, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021; CONSTRUCTION (If applicable): 2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm
ECS provided construction materials testing services on the Southwest Independent School District's Transportation Department Renovation. Mr. Robbins served as the Project Principal The project involves structural enhancements to the current transport facility, including repairs to the frame and modifications to footings, plus adding a steel canopy at the wash bay. ECS' role focuses on construction materials testing and Special Inspections, covering soils, foundations, concrete, and steel structures. Our qualified team will confirm compliance with project specifications on an as-needed basis. ECS Fees - $11,367

e.
(1) TITLE AND LOCATION (City and State): SAISD Harry H. Rogers MS Renovations/Additions, San Antonio, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm
Mr. Robbins is the Project Principal for construction materials testing and observation services for additions to Harry H Rogers Middle School. The project includes a 42,800 sf, two-story building addition, a new athletic field, associated flatwork, parking, and driveway sections. ECS' scope of work includes earthwork, drilled pier foundations, reinforcing steel, cast-in-place concrete, epoxy bolts, masonry, and structural steel. ECS Fees - $85,881

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Rene Gonzales, PE	Principal Engineer	29	3.5

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - San Antonio, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Bachelor of Science, Civil Engineering	Professional Engineer: TX PE No. 86259

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TxDOT: 12.1.2; 14.1.1; 14.2.1; 14.3.1
ASFE/The Best People on Earth
Fundamentals of Professional Practice
Radiation Safety Officer

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State): City of San Antonio, Ingram Road Intersection Improvements, San Antonio, TX

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Gonzales served as the Project Principal for geotechnical services to provide information for the design and reconstruction of two city streets in San Antonio. The two subject streets include Military Drive, approximately one mile, and Ingram Road, approximately 0.6 miles. ECS provided field exploration services, laboratory testing, and design recommendations for the construction of the two subject streets. ECS Fees - $21,654

b.

(1) TITLE AND LOCATION (City and State): City of Floresville, Roadway Reconstruction of Peach Street and F-Street, Floresville, TX

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS provided a geotechnical evaluation to assist with the design and reconstruction of two existing city streets. The study included soil borings along the existing roadways to assess the existing pavement sections and review the subgrade soils along the alignment. ECS developed design alternatives for use by the project civil engineer to select the most economical design section for use on the project. Mr. Gonzales served as Principal Reviewer for the project. ECS Fees - $6,550

c.

(1) TITLE AND LOCATION (City and State): SH 46 Expansion (Bulverde Road to Smithson Valley Road), Comal County, TX

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Mr. Gonzales was the project engineer responsible for a geotechnical evaluation to provide soil borings and pavement cores to assist with the design of a roadway reconstruction project in Comal County, TX. The project included Texas Cone Penetrometer (TCP) testing to identify the depth of limestone and provide information on the interlayered Glen Rose limestone encountered along the alignment. Total Fees - N/A

d.

(1) TITLE AND LOCATION (City and State): Loop 1604 Expansion (US Hwy 90 to IH-35), San Antonio, TX

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

The project included pavement cores and soil borings to provide soils information to measure the existing pavement layer thickness values. Laboratory testing was performed to classify the soils and develop engineering properties of the materials encountered along the alignment. TxDOT performed falling weight deflectometer (FWD) testing and provided the data files for use in back-calculating the stiffness parameters of the various pavement layers. The testing and analysis results were used to develop a pavement design using FPS-21 design software. Mr. Gonzales served as the Project Manager. Total Fees - N/A

e.

(1) TITLE AND LOCATION (City and State): US 281 Retaining Wall Evaluation, Hidalgo County, TX

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Gonzales oversaw a boring exploration program to gather soils information along an existing retaining wall alignment experiencing foundation movements. The borings included TCP testing and Shelby Tube sampling to recover undisturbed soils samples for specialized testing consisting of consolidation tests, consolidated-undrained triaxial tests, and direct shear tests. The result of the advanced testing was then used to develop soils parameters for use in a global stability analysis. Total Fees - N/A

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Richard Webb, PE	Principal	a. TOTAL: 40.5	b. WITH CURRENT FIRM: 2.5

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - San Antonio, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Civil Engineering	Professional Engineer: TX PE No. 60460

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TXDOT: 11.1.1, 12.1.1, 12.1.2, 14.1.1, 14.2.1

Radiation Safety Officer

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
New Bridge, TX-107 (16 ½ Mile Road North), La Villa, TX	PROFESSIONAL SERVICES: 2018	CONSTRUCTION (If applicable): 2021-2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Geotechnical Engineer and Project Manager for a new two-lane concrete bridge extending over a drainage way. Project included drilling, laboratory testing and geotechnical engineering recommendations including drilled shafts, driven piles, retaining walls, subgrade preparation, and pavement thickness sections. Total Fees - $75,000

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Project Navy Phase II, 6500 Nita Way, Baytown, TX	PROFESSIONAL SERVICES: 2023-2024	CONSTRUCTION (If applicable): 2024

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — x Check if project performed with current firm

The project consists of the construction of an approximate 800,000 sf warehouse with about 20 acres of reinforced Portland cement concrete pavement for truck parking, aprons, and access drives. The building was constructed using concrete tilt-walls supported using drilled shafts. Pavement thicknesses range from 5 inches to 9 inches over the treated subgrade. Mr. Webb reviewed and confirmed concrete compressive strength testing and test results. Total Fees - $235,500

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Highway 6 Turn Lane & Traffic Signal, Highway 6 & Vicksburg Boulevard, Missouri City, TX	PROFESSIONAL SERVICES: 2023	CONSTRUCTION (If applicable): 2023

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — x Check if project performed with current firm

The project consists of adding a right-turn lane off Highway 6 near Vicksburg Boulevard and the installation of a new traffic signal at the intersection of Highway 6 and Vicksburg Boulevard. The turn lane is approximately 70 feet long and consists of a 10-inch reinforced Portland cement concrete pavement on a prepared subgrade. 36-inch and 48-inch drilled shafts support the signal poles. He reviewed and confirmed concrete compressive strength testing and test results. Mr. Webb served as Principal Engineer. Total Fees - $11,000

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Department of Veteran Affairs, Houston National Cemetery, Houston, TX	PROFESSIONAL SERVICES: 2023	CONSTRUCTION (If applicable): 2023-2024

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — x Check if project performed with current firm

The project consists of the design and construction of a roadway extension and associated site improvements. ECS collected soil samples at the site for Atterberg Limits (PI Index) testing. Mr. Webb was the principal engineer responsible for soil analysis in the area.
Total Fees - $1,500

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
Academies SBESS TX3, McAllen, TX	PROFESSIONAL SERVICES: 2023	CONSTRUCTION (If applicable): N/A

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Webb served as the Associate Project Principal for geotechnical services for the design of the foundations for a new interconnected Battery Energy Storage System. The planned development included approximately two acres of undeveloped land for an energy storage site via batteries, and the remaining will be solar field areas. ECS' scope of services included drilling several borings approximately 20 feet below the existing ground surface, subsurface characterization, groundwater observations, field electrical resistivity survey, and laboratory testing. Recommendations for site preparation, grading, drainage, and foundation design and construction were provided. ECS Fees - $15,750

STANDARD FORM 330 (REV. 7/2021)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Siddharth Neekhra, PE	Quality Control	a. TOTAL: 20	b. WITH CURRENT FIRM: 10

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - Dallas (Carrollton), TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Civil Engineering Bachelor of Engineering, Civil Engineering	Professional Engineer: TX PE No. 102284

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TXDOT: 14.1.1 Soil Exploration, 14.2.1 Geotechnical Testing, 14.3.1 Transportation Foundation Studies, 14.4.1 Building Foundation Studies

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
LBJ East Design-Build Project, Dallas County, TX	2019	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

The project consisted of complete reconstruction and widening I-635 from US 75 to I-30, including the I-30 Interchange, at approximately 11 miles. When complete, there will be 10 general purpose lanes and two tolled managed lanes. ECS responsibilities included proposal phase geotechnical design of various bridges, retention systems, pavement subgrades, embankments, slopes, and noise walls for the northern 5.7-mile section. The project will also feature the construction of continuous frontage roads and numerous intersection improvements. Mr. Neekhra served as project principal. ECS Fees - $66,411

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
Trinity River Authority 40TM-5 Relief Interceptor, DeSoto, TX	2019	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

The project involved the excavation along the interceptor alignment, installation of the pipeline and supporting and connecting structures, and backfilling of the installed pipeline and structures. Mr. Neekhra served as a principal reviewer for the construction materials testing services for the project. ECS' extensive scope of services includes soils laboratory physical property tests, in-place moisture/density tests on compacted soils, concrete placement observation, field testing, lab compressive strength testing, and pipe infill material sampling and testing, showcasing our comprehensive capabilities in construction materials testing. ECS Fees - $21,326

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
FM 455 and IH 35 Improvements, Sanger, TX	2019	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS completed the subsurface exploration and geotechnical engineering analysis for the proposed widening of FM 455 (Chapman Road.) from FM 2450 to Marion Road, east of IH 35. The approximate length of the improvement is about 5.5 miles. A complete reconstruction of IH 35 overpass at FM 455 is also planned which includes lengthening the bridge and reconstruction of embankment and ramps extending north and south along IH 35 for approximately 800 lf. ECS' integrated services included drilling soil borings, laboratory testing of representative soil samples for pertinent engineering properties and preparation of an engineering report. Mr. Neekhra served as project principal. ECS Fees - $41,669

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
Kaufman County, Helms Trail, Forney, TX	2021	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS provided the geotechnical engineering services for the improvements consisting of the street pavement, traffic signs at two intersections, a retaining wall along the Helms Trail at the front of the shopping center, warehouses, and a potential bridge converted from the existing culvert. The length of the project improvement is about 21,000 feet from SH I-20 to US Highway 80. Currently, there are 16 culverts that are running across Helm Trails. Based on the project street conditions, we included a potential future bridge to replace one of the culverts. ECS' scope includes drilling several pavement, retaining wall, and traffic sign borings to various depths, laboratory testing of representative soil samples for pertinent engineering properties, and preparation of an engineering report. Mr. Neekhra served as project principal. ECS Fees - $37,412

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED: PROFESSIONAL SERVICES	(2) YEAR COMPLETED: CONSTRUCTION (If applicable)
IH 35 Phase II Design-Build Project Proposal Study, Dallas County, TX	2021	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

The project covered a 6.39-mile stretch along IH-35 from I-63 to the Dallas County Line, involving extensive geotechnical and pavement studies. ECS prepared geotechnical and pavement design basis reports, conducted an independent analysis to supplement existing data, and performed subsurface explorations including soil borings and test pits. Laboratory tests provided material characterizations in compliance with ASTM, AASHTO, and Authority specifications. Advanced software tools were used to analyze bearing capacity, stability, settlement, and other important parameters. Comprehensive geotechnical and pavement engineering design reports were developed, alongside an estimate for a detailed design pavement campaign, summarizing the anticipated field and geotechnical investigations required for the detailed design phase. Mr. Neekhra served as project principal. ECS Fees - $272,479

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Sri Dinakaran, PE, BCGE, DBIA, F.ASCE	Principal Reviewer	a. TOTAL: 30	b. WITH CURRENT FIRM: 2

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - Dallas (Carrollton), TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Civil Engineering (Geotechnical) Bachelor of Science, Civil Engineering,	Professional Engineer: TX PE No. 85434

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Board Certified Geotechnical Engineering (BCGE), Academy of Geo-Professionals, 2016

Design-Build Institute of America (DBIA), 2021

TxDOT Precertification: 14.1.1, 14.2.1, 14.3.1, 14.4.1, 14.5.1

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
North Texas Tollway Authority, Multiple Counties, TX	PROFESSIONAL SERVICES: 1997	CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dinakaran was the Geotechnical Engineer for Segment I (Sections XV, XVI and XVII) of the President George Bush Turnpike, 190T. The project is a segment of the proposed 26-mile turnpike in Dallas, Collin and Denton counties. The project included 5-highway bridge overpasses or underpasses, 1-railroad bridge underpass, pavement subgrades, barrier plazas and ramp toll plazas. He performed analysis and calculations for the bridge foundation, retaining walls, pavement sections, and pavement subgrade modifications. Total Fees - $900,000

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
North Texas Tollway Authority, FM2499, Denton County, TX	PROFESSIONAL SERVICES: 2004	CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Project Engineer for FM 2499 in Denton County crossing sections of Lake Lewisville. The project is a 4.6-mile extension of the existing roadway beginning near the intersection of FM 407 and continuing to the intersection of FM 2181. The project is a 4-lane divided highway and features twin structure bridges crossing Hickory Creek (3,300-length) and Poindexter Branch (2,758-foot length) and a railroad underpass with associated retaining walls. Provided recommendations for drilled shafts, MSE retaining walls, noise walls, and pavement sections. Total Fees - $500,000

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
TxDOT IH 35 and 51st Street Interchange, Austin, TX	PROFESSIONAL SERVICES: 2018	CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dinakaran served as the Project Manager. The project consisted of proposed improvements of the southbound lanes of Interstate 35 (IH-35) in the vicinity of the 51st Street interchange in Austin, Texas. The anticipated improvements included widening of the IH-35 southbound main lanes; realignment of the existing Southbound frontage road; addition of a southbound collector-distributor road (approximately 1,500 ft. in length); improvement of the southbound frontage road connection to the existing northbound U-turn structure; reversal of the existing Southbound ramps; and construction of a multi-lane roundabout. Total Fees - $55,000

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
I635 LBJ East project, Dallas, TX	PROFESSIONAL SERVICES: 2021	CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dinakaran served as the Project Manager. The I-635 East D-B project is a $ 1.74 billion design-build roadway construction project spanning 11 miles. I-635, also known as LBJ Freeway, carries more than 200,000 vehicles daily. The project covered extensive geotechnical work including 520 borings and a wide range of tests such as moisture content, Atterberg Limits, and triaxial tests, to inform designs for noise walls and pavement subgrades. His responsibilities encompassed managing field and lab operations, contributing to technical meetings, and guiding design workshops. Total Fees - $5.5M

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
TxDOT CR 4710 Blacks Creek, Hopkins County, TX	PROFESSIONAL SERVICES: 2019	CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Dinakaran served as the Project Manager. The geotechnical report presented the results of the geotechnical study for the proposed CR 4710 at Blacks Creek Off-System Bridge replacement in Hopkins County, Texas. The scope included drilling and sampling two borings to depths of 35 to 40 feet, laboratory testing, and an engineering report providing drilled shaft recommendations for the design of a new bridge. Total Fees - $15,000

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Noel Janacek, PE	Principal Reviewer	25.5	1.5

15. FIRM NAME AND LOCATION (City and State)	ECS Southwest, LLP - Dallas (Carrollton), TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Science, Civil Engineering Bachelor of Science, Civil Engineering	Professional Engineer: TX PE No. 103586

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TxDOT: 11.1.1- Roadway Construction Management and Inspection; 14.1.1- Soil Exploration; 14.2.1- Geotechnical Testing; 14.3.1- Transportation Foundation Studies; 14.5.1- Evaluation and Design of Geotechnical Related Structures

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Dallas North Tollway, Frisco, TX	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Engineer of record for the assessment and stabilization of 8 MSE walls along the Dallas North Tollway. Designed and led the geotechnical investigation and structural assessment of existing conditions and the development of multiple stabilization alternatives (soil nails, anchors, and drilled shafts) to restore the walls to the design factors of safety using the 2001 FHWA methods of the original contract. Stabilization accounted for construction access and future roadway expansions. Access was limited by service roads at the base of the walls and landscaped slopes on top of the walls. Although the MSE walls have varying failure modes, the firm identified consistent stabilization systems that could be used at each location to optimize schedule, traffic impacts, and construction costs. Total Fees - $1.9M

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
President George Bush Turnpike (PGBT) Walls 3L, 3R, 4L, 4R Stabilization, NTTA, Irving, TX	2012	2012

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

As Engineer of Record, Mr. Janacek provided turnkey investigation; alternatives development; construction plans; and construction support to stabilize the existing walls with minimal interference to tollway operations using post-tensioned soil anchors and soil nails. Total Fees - $1.6M

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Sam Rayburn Tollway 4th Lane Expansion, Frisco, TX	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Mr. Janacek was responsible for construction oversight of MSE walls adjacent to the existing SRT mainlanes. He performed submittal reviews for compliance with plans and specifications and provided/oversaw on-site observation during construction. Total Fees - $200M

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
President George Bush Turnpike Eastern Extension, NTTA, Rowlett/Garland, TX	2011	2011

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Mr. Janacek oversaw the design and construction of MSE walls for Sections 28, 29, and 31, and reviewed design and construction for Section 30. He collaborated with geotechnical engineers to optimize wall designs, analyzed wall stability, reviewed various retaining wall designs, and coordinated field support with section managers. Additionally, he evaluated construction quality and managed responses to submittals, RFIs, and change orders. Total Fees - $958M

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chisholm Trail Parkway 2C and 3A, NTTA, Fort Worth, TX	2014	2014

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm

Mr. Janacek directed the design and construction of various retaining walls next to the UPRR, confirming they met specifications and conducted on-site observations. He also led the design for pipeline repairs and ground improvements in areas near active railroads and buildings, focusing on excavation and settlement mitigation with strict adherence to movement tolerances and load specifications. Total Fees - $1.4B

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Frank M. Munoz, MBA	Task Manager	23.5	3.5

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - San Antonio, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
Master of Business Administration Bachelor of Business Administration	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

ICC Spray Applied Fire Proofing Special Inspector
FACE Certified Floor Profiler
Nuclear Density Gauge Operator
PT Level I and II Unbonded Inspector
ACI Certified Field Grade I
Project Manager Certification

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Floresville, Roadway Reconstruction of Peach Street and F-Street, Floresville, TX	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS provided construction materials testing and observation for the full-depth roadway reconstruction of Peach Street from 4th Street to Goliad Street and F-Street from 3rd Street to State Highway 97. ECS' scope included roadway full-depth reconstruction for subgrade, flexible base, and asphalt. Mr. Munoz served as project manager. ECS Fees - $8,758

b.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SAWS 8" Public Water Main Loop, San Antonio, TX	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS provided construction materials testing and observation for quality control on the proposed 8" Public Water Main Loop. The project consisted of the installation of an 8" public water main loop that included excavation, placement, and backfill of the public water main loop. The line included bedding material, initial backfill, testing of secondary soil backfill, asphalt treated base and Type D asphalt. Mr. Munoz served as project manager. ECS Fees - $4,416

c.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
USCIS Field Office, Edinburg, TX	2023	2023

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Munoz served as the Project Manager for construction materials observation services for the U.S. Citizenship and Immigration Services field office. ECS' services consisted of providing a Certified Welding Inspector to provide structural steel observations for the subject building. ECS Fees - $7,500

d.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Methodist Hospital Cath and OR Expansion, San Antonio, TX	Ongoing	

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

Mr. Munoz is currently serving as the Project Manager for construction materials testing and observation services for the Methodist Hospital Stone Oak expansion. The project consists of a single-story brick expansion supported by a drilled pier foundation system and steel canopy structure. In addition to the building, there is associated site work, including site grading, asphaltic paving, and sidewalks. ECS' current services scope includes earthwork/foundations, cast-in-place concrete, reinforcing steel, masonry, fireproofing, structural steel, and field and laboratory services. ECS Fees - Ongoing

e.

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
S. Llano River State Park HQ Building Reno and Expansion, Junction, TX	2022	2022

(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm

ECS delivered construction observation and materials testing for a new headquarters and tube storage building, including utility, sidewalk, and pump station extensions. Their services encompassed earthwork, foundation, structural steel, and concrete observations, along with field and laboratory concrete testing. Mr. Munoz was the principal reviewer for this project. ECS Fees - $42,288

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Marc Gomez	Task Manager	10	1

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - Austin, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TXDOT: 12.1.1, 12.1.4
ACI Concrete Testing Laboratory Technician, Grade 1
HMAC Level 1A Plant Mix Specialist
HMAC Level 1B Roadway Specialist
HMAC SB102 Field Specialist
OSHA 10-hour

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (City and State): Hwy 71 Expansion (12.1.4), Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm:
Toll Lane Additions: While on this project near Austin Bergstrom Airport, Mr. Gomez performed concrete placement and Thin Overlay Mix observation. Total Cost - $140 Million

b.
(1) TITLE AND LOCATION (City and State): Various Plants (12.1.1), Various Locations, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm:
From county state roads to in-town state roads and various state highways. Mr. Gomez worked with various TxDOT Offices from Corpus Christi District, working out of the Victoria, TX and Three Rivers Plant. San Antonio and Austin District out of the San Marcos, TX Plant. Yoakum District office is out of Victoria Plant, and the TARMAC Plant is in Rosenberg. He worked with multiple mix designs: TY-D, Ty-B, Ty-C, Ty-F, TOM, LRA, SMA, and PFC, along with different compaction methods: Super Pave, TGC, and Marshall. Total Cost - N/A

c.
(1) TITLE AND LOCATION (City and State): Plum Creek Uptown Phase 1B Infrastructure, Kyle, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION (If applicable): 2023
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
ECS provided construction materials observation and testing services for the Plum Creek Uptown Phase 1B Infrastructure project in Kyle, Texas. It involved extending two rights of way to connect new multifamily lots within the Plum Creek PUD. This project includes necessary improvements in transportation, grading, drainage, and utilities. Mr. Gomez served as a field technician. ECS Fees - $14,923.32

d.
(1) TITLE AND LOCATION (City and State): City of Austin, Highland Park Water and Wastewater Improvements – Phase 2, Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION (If applicable): 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
ECS provided construction materials observation and testing services for the City of Austin, Highland Park Water and Wastewater Improvements – Phase 2. Our scope of work included earthwork, concrete, and asphalt. Mr. Gomez served as a field technician. ECS Fees - $32,227.05

e.
(1) TITLE AND LOCATION (City and State): State Highway Improvements for FM 973, Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024 — CONSTRUCTION (If applicable): 2024
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
ECS provided construction materials observation and testing services for construction of dual left turn lanes along FM 973. Construction consisted of grading, base, asphalt pavement, embankment, signage and pavement markings. The limits of construction are approximately 942 linear feet. Our scope of services included fill and backfill, lime treated subgrade, cast-in-place concrete, and HMAC testing. Mr. Gomez served as a field technician. ECS Fees - $13,672.35

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E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Thomas Hartnagel	Assistant Lab Manager	6	4

15. FIRM NAME AND LOCATION (City and State): ECS Southwest, LLP - San Antonio, TX

16. EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
N/A	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

TXDOT: 12.1.6
TxDOT SB101 Properties Specialist
TxDOT SB102 Field Specialist
TxDOT SB201 Moisture Density Specialist
ACI Aggregate Testing Technician, Level 1
ACI Concrete Testing Laboratory Technician, Grade 1
TxDOT SB103 Materials Analyst

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION (City and State): TxDOT Quarries, Central Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — Check if project performed with current firm:
Multiple TxDot Quarries: In Base production, Mr. Hartnagel pretested samples for TxDOT for many quarries in Central Texas, such as TCS, Texas Material, Colorado Material, etc. That included running TEX-100-E, TEX-101-E, TEX-104-E, TEX-105-E, TEX-106-E TEX-110-E, TEX-113-E, TEX-116-E, TEX-117-E. Total Cost - N/A

b.
(1) TITLE AND LOCATION (City and State): City of Austin, Brentwood W&WW Pipeline Renewal Arcadia Avenue, Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION (If applicable):
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
The project replaced about 9,500 LF of water lines and 6,500 LF of wastewater lines. In addition, approximately 1,200 LF of wastewater lines were rehabilitated. ECS provided construction materials testing services for the project, including earthwork monitoring and testing, concrete and hot-mixed asphalt testing, and observations. Mr. Hartnagel served as a field technician. ECS Fees - $39,768

c.
(1) TITLE AND LOCATION (City and State): Oak Hill Parkway, Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023 — CONSTRUCTION (If applicable): 2023
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
ECS provided construction materials observation and testing services for the construction for the Oak Hill Parkway Improvement. It included several upgrades to existing US 290 and Texas 71 mainlanes, new overpasses, flyovers, U-Turn lanes, intersections, bicycle and pedestrian accommodations, an off-site stormwater detention pond, multiple water quality treatment ponds, and new landscapes. Our scope of services included soils tests, concrete and cement tests, field services, and engineering/support services. Mr. Hartnagel served as a field technician. ECS Fees - $181,637

d.
(1) TITLE AND LOCATION (City and State): City of Austin, Emergency Right-of-Way Repairs Austin Hilton, Austin, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 — CONSTRUCTION (If applicable): 2021
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
Emergency Right-Of-Way Repairs Austin Hilton was a mitigation project comprised of a series of piers, in the Right-of-Way, along the perimeter of the existing Austin Hilton Hotel building with concrete beams cast on top of the piers. ECS staffed the project with an Engineer in Training to observe the excavation of drilled shafts, ACI certified technicians to observe reinforcing steel and monitor concrete placements for piers and grade beams, NICET Soils Level II technicians to observe the placement and compaction of select fill soils beneath the voids below the concrete beams, and a Project Manager to attend weekly progress meeting on-site with the construction team. Mr. Hartnagel served as field technician. ECS Fees - $83,362

e.
(1) TITLE AND LOCATION (City and State): City of Kyle, Public Safety Center, Kyle, TX
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 — CONSTRUCTION (If applicable): 2022
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE — X Check if project performed with current firm:
ECS provided construction materials testing services for the proposed Kyle Public Safety Center. The project consists of the construction of a two-story police headquarters building, parking area pavements, and associated utilities and appurtenances. Scope of services include earthwork/soils, cast-in-place deep foundations, concrete, structural steel, structural masonry, mastic and in-tumescent coatings, exterior insulation and finish systems (EIFS), and sprayed fire resistant materials. Mr. Hartnagel served as field technician. ECS Fees - $91,800

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
FSH Military Working Dog Kennels, San Antonio, TX	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harrison Walker & Harper	Stoney Johnson	903.517.5955

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS is currently providing construction materials testing and observation for the proposed FSH Military Working Dog Kennel in San Antonio, TX. Our proposal includes the anticipated construction materials testing for contractor quality control on a call out as needed basis. This project involves the development of a 5,100 sf pre-engineered metal building that is supported by a robust concrete drilled pier and slab on grade foundation system. Key components of the associated site work include the construction of a bleacher foundation, an obstacle course, comprehensive underground utilities, as well as the development of pavement parking and drive sections. Our involvement is specifically tailored to offer contractor quality control through construction materials testing, which will be conducted on a call-out basis as required. Our team is committed to delivering high-quality services and will provide experienced and qualified technical personnel to perform the necessary testing services. These services will be conducted as requested by the onsite representative and will adhere strictly to the project specifications. Our services are designed to align with typical quality control standards set by testing agencies, adhering to ASTM E329 standards. The scope of services includes earthwork/foundations, cast-in-place concrete, reinforcing steel, masonry, fireproofing, and structural steel.

ECS Fees: Ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Materials Testing (Prime)

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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Energy Aerospace Operations Facility (Lackland Air Force Base), San Antonio, TX	2019	2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
USACE - Fort Worth District (SWF)	David Dickson	210.673.5169

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS provided construction materials testing and special observation services for the new operations facility project at Lackland Air Force Base in San Antonio, Texas. This project features the construction of an approximately 21,500 sf facility, designed to enhance operational capacities at the base. The superstructure of the facility is primarily composed of structural steel framing, providing robust support and durability. The exterior walls are constructed from cold-formed metal framing adorned with a brick veneer, offering both aesthetic appeal and structural integrity. A significant foundation component is the 30-inch thick cast-in-place steel-reinforced concrete mat foundation, designed to confirm stability and longevity. The scope of services included foundations, reinforcing steel, cast-in-place concrete, pre-cast concrete panels, masonry (screen wall), fill and backfill for the building pad.

ECS Fees: $72,533

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Laredo Border Patrol Checkpoint, Laredo, TX	2021	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Villagomez Engineering Company	Jose Villagomez	210.724.0816

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS completed the subsurface exploration, laboratory testing, and geotechnical engineering analyses for the Laredo Checkpoint facility upgrade project. The primary focus of this project is to enhance the existing Laredo Checkpoint facility. Proposed improvements include the upgrading and maintenance of the on-site administration facility and the widening of existing concrete pavements at the off-ramps and on-ramps to IH-35. Additionally, the existing canopy system will be extended to accommodate new traffic lanes, aligning with the existing construction. Further enhancements will involve the creation of new site parking and a secure impound parking lot for improved operational efficiency. Our comprehensive report details the procedures and findings from our subsurface exploration and laboratory testing initiatives. The report provides strategic recommendations for the development of foundations, earthworks, and parking/drive areas tailored to the proposed upgrades.

Key elements of the report include:

- A concise overview and description of our field and laboratory test procedures and the outcomes
- Analyses of surface features and site conditions to confirm compatibility with proposed improvements
- Investigations into area and site-specific geologic conditions
- Examination of subsurface soil stratigraphy with relevant physical properties highlighted in our soil exploration boring logs
- Recommendations for site preparation, grading, and drainage to enhance the site's utility and sustainability
- Guidelines for the design and construction of foundations and structural pavements to support the new developments effectively

ECS Fees: $12,455

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Geotechnical (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
QC Testing for TxDOT Oak Hill Parkway, Austin, TX	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Colorado River Constructors	Sudeep Mukherjee	737.226.6431

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS is currently providing quality control testing services during the construction phase of the TxDOT Oak Hill Parkway project. The Oak Hill Parkway Improvement will include several upgrades to existing US 290 and Texas 71 mainlanes, new overpasses, flyovers, U-Turn lanes, intersections, bicycle and pedestrian accommodations, an offsite stormwater detention pond, multiple water quality treatment ponds, and new landscapes. Our scope of services includes bonded PT observation and testing, concrete and grout trial batch mix verification, qualification testing of aggregates related to alkali silica reaction, proof load testing, concrete mix properties and strength verification, drilled pier observation and testing, hot mix asphalt mix verification, proctor and density testing. We are performing quality control testing of soils, aggregates, and concrete for the TxDOT project. ECS has performed these specialty inspections utilizing PTI Level II, ACI, and SB102-certified inspection personnel.

ECS Fees: Ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	Austin, TX	Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of Floresville, Street Reconstruction Project, Floresville, TX	2022	2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Triun, LLC	Stuart Anderson	979.820.5194

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS provided a geotechnical evaluation to assist with the design and re-construction of two existing city streets. The study included soil borings along the existing roadways to determine the existing pavement sections and review the subgrade soils along the alignment. ECS developed design alternatives for use by the project civil engineer to select the most economical design section for use on the project. We provided traffic control measures to allow our work to be completed during normal work hours with minimal disruptions to the local residents. ECS also provided construction materials testing and observation on the proposed City of Floresville Roadway Reconstruction of Peach Street and F Street. The project consisted of a complete roadway reconstruction of Peach Street from 4th Street to Goliad Street and F-Street from 3rd Street to State Highway 97. ECS' scope included roadway depth reconstruction for subgrade, flexible base, and asphalt.

ECS Fees: $15,308

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Geotechnical and Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
City of San Antonio, Ingram Road Intersection Improvements, San Antonio, TX	2024	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Johnson, Mirmiran & Thompson (JMT)	Rhys Keller	726.222.5780

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS conducted subsurface exploration, laboratory testing, and geotechnical engineering analyses for the reconstruction of two city streets in San Antonio, Texas, within District 6. The streets involved are Military Drive, approximately one mile, and Ingram Road, approximately 0.6 miles. Our comprehensive geotechnical study aimed to deliver vital information to aid the design and reconstruction of these city streets. The scope of our work included conducting eight soil borings to depths ranging from 10 to 15 feet below the existing ground surface, along with core sampling at four distinct locations. Our report starts with a concise overview that describes the procedures and outcomes of our field and laboratory tests. We reviewed surface features, site conditions, and area geology to consider any factors influencing the project. We conducted a detailed review of the subsurface soil stratigraphy, highlighting pertinent physical properties through our soil test boring logs. Our team provided pivotal engineering analyses, which formed the basis for our recommendations concerning site preparation, grading, drainage, and the pavement design thickness. These efforts are designed to confirm that the reconstruction of Ingram Road and Military Drive West meets required specifications and standards, providing durable and reliable infrastructure for the City of San Antonio.

ECS Fees: $24,291

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Geotechnical (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
San Antonio Water System Echtle Offsite Sewer Extension, San Antonio, TX	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
D Guerra Construction LLC	Ted Zamora Jr.	512.467.9357

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS is providing construction materials testing and observation for the proposed Echtle Offsite Sewer Extension. The project will consist of the replacement of 15,490 lineal feet of 30" sewer main and related infrastructure along Masterson Road. ECS' scope of work for contractor quality control includes soil backfill compaction testing, and aggregate testing.

ECS Fees: Ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	San Antonio, TX	Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
DFW Open Channel Improvements, DFW Airport, TX	2023	2023

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Reyes Group	Olu Ogunsola	214.587.1986

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS provided construction materials testing and testing services for the DFW Open Channel improvement project at DFW Airport. The proposed development consisted of the construction of an approximately 30,000 cubic yard excavation, approximately 25,000 cubic yard embankment, and approximately 600 cubic yards of various concrete repairs. Our scope of services included construction materials observation and testing for earthwork, reinforcing steel and cast-in-place concrete structures, retaining walls (gabion), gabion walls.

ECS Fees: $179,690

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	Dallas (Carrollton), TX	Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, DFW Airport, TX	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Reyes Group	Shankar Narayanan	214.260.3535

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

This project consists of the relocation of the Northeast Airfield Lighting Vault, construction of more than 60,000 linear feet of new airfield lighting duct bank, 65,000 SY of demolition/reconstruction of portions of Terminal C-South Infield #1 and Terminal A-North Infield #4 Apron, demolition/reconstruction of portions of Taxiway JY, installation of several thousand feet of sanitary sewer, water, electric, and communication utilities. ECS is responsible for the contractor quality control program, staffing the project with a quality manager, field inspectors and materials testing technicians.

Actions Leading to Cost Savings:
Concrete Placement Continuation for a Cast-In-Place (CIP) Retaining Wall – During the construction of a segment of a CIP retaining wall at the new Vault location, concrete delivery was delayed for a period of time due to traffic issues along the delivery route to the project. The DFW Airport QA team directed that concrete wall construction terminate based on the concrete delivery delay and their belief that a cold joint had occurred in the retaining wall's vertical stem. Based on observations and activities performed by the ECS quality manager and inspector on-site during construction, the decision was made by the contractor quality team to continue wall construction. Once the wall forms were removed, no indication of a cold joint was observed, thereby validating that the decision to continue wall construction was the right decision. The decision to continue wall construction saved the contractor about $100K in demolition and reconstruction costs and avoided several weeks of project delay, which benefits the parties to construction, including the DFW Airport.

Groundwater Issues Encountered During CIP Retaining Wall Construction – During the excavation of a considerable portion of the Vault CIP retaining wall footing and keyway, groundwater seepage and soil sloughing into the keyway excavation creating a nonconforming foundation issue that needed resolution. The ECS quality team and senior geotechnical staff provided recommendations for groundwater control measures that, when deployed, provided the required time to form the footing/keyway, fabricate/place the reinforcing steel and place the concrete in the dry. These remedial recommendations/actions averted several weeks of potential project delays.

ECS Fees: Ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	Dallas (Carrollton), TX	Materials Testing (Prime)

STANDARD FORM 330 (REV. 7/2021)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
SH 130 Frontage Road Braided Ramp, Austin, TX	2022	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Confidential Client	N/A	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

ECS completed comprehensive subsurface exploration, laboratory testing, and geotechnical engineering analyses for the SH-130 NBML grade-separated exit ramp project. Our involvement during the design phase has been instrumental in providing important geotechnical information needed for the effective design and construction of this infrastructure. The project encompasses the development of a grade-separated exit ramp from the existing SH-130 northbound main lane (NBML), which is supported by approximately 1,600 linear feet of mechanically stabilized earth (MSE) retaining walls and includes a 650-linear foot bridge. Additionally, the design incorporates 1,400 linear feet of 3:1 slope located south of the ramp, along with a roadway sign and related appurtenances. Our geotechnical service report offers a detailed review and description of the field and laboratory testing procedures employed, along with the results of these tests. Included in our final deliverables are the soil test boring logs which provide a comprehensive view of the subsurface conditions. Key recommendations have been made for site preparation, grading, drainage, foundation design and construction, and pavement design and construction. The report also includes external stability analyses and recommendations for the MSE retaining walls and a global stability analysis of the slopes. This project is a testament to ECS' commitment to delivering high-quality geotechnical services that confirm safety, reliability, and efficiency in infrastructure development.

ECS Fees: $86,690

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	ECS Southwest, LLP	Austin, TX	Geotechnical (Prime)

STANDARD FORM 330 (REV. 7/2021)

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS											
26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F. (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
James R. Dedrick, PE	Point of Contact, Principal Engineer				X						
Matthew Robbins, PE	Principal Engineer		X	X		X		X			
Rene Gonzales, PE	Principal Engineer		X	X		X	X				
Richard Webb, PE	Principal Engineer					X	X				X
Siddharth Neekhra, PE	Quality Control								X	X	
Sri Dinakaran, PE, BCGE, DBIA, F.ASCE	Principal Reviewer										X
Noel Janacek, PE	Principal Reviewer										X
Frank M. Munoz, MBA	Project Manager	X				X					
Marc Gomez	Project Manager				X						
Thomas Hartnagel	Assistant Lab Manager				X						

29. EXAMPLE PROJECTS KEY			
No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	No.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	FSH Military Working Dog Kennels, San Antonio, TX	6	City of San Antonio, Ingram Road Intersection Improvements, San Antonio, TX
2	Energy Aerospace Operations Facility (Lackland Air Force Base), San Antonio, TX	7	San Antonio Water System Echtle Offsite Sewer Extension, San Antonio, TX
3	Laredo Border Patrol Checkpoint, Laredo, TX	8	DFW Open Channel Improvements, DFW Airport, TX
4	QC Testing for TxDOT Oak Hill Parkway, Austin, TX	9	Airfield Ramp Efficiencies and NE Airfield Lighting Vault Relocation: Terminal C-South (Infield #1), Terminal A-North (Infield #4 and Taxiway JY) and Proposed Airfield Lighting Vault, DFW Airport, TX
5	City of Floresville, Street Reconstruction Project, Floresville, TX	10	SH 130 Frontage Road Braided Ramp, Austin, TX

STANDARD FORM 330 (REV. 7/2021)

H. ADDITIONAL INFORMATION
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

ABOUT OUR COMPANY

LOCAL: ECS Southwest, LLP is a premier provider of geotechnical engineering, construction materials testing, environmental consulting and facilities engineering services across Texas, Oklahoma, Colorado, Utah and Arizona. With more than 400 employees and over 35 years of experience, ECS is equipped to help clients through the entire project cycle for both the private and public sectors.

COMPANY: Founded in 1988, ECS Southwest, LLP is one of the operating entities of the ECS Group of Companies. ECS operates in 90+ locations throughout Eastern, Southeastern, Southwestern, and Midwestern states. Utilizing the strengths, experience, and expertise of staff across the company, ECS is able to save our clients time and money.

ECS CORE SERVICES

- Geotechnical
- Construction Materials
- Environmental
- Facilities

14+ locations

35+ years' experience

400+ employees

OUR VALUE

ECS embodies its philosophy of "Helping you build while helping you save" by using technology and experience to assist clients in the development of cost-effective and practical solutions. For nearly three decades, our value engineering consulting has resulted in our clients saving millions of dollars on projects.

SAFETY PROGRAM

Our **STAR** Safety Program is a behavior-based process in which employees observe coworkers regularly to reinforce good safety practices, as well as identify and correct unsafe practices that might lead to injury.

Each office has a trained Safety Officer who oversees their **STAR** Safety Program, trains new employees in the **STAR** process, conducts frequent safety meetings, promotes participation by our employees and performs office/ field audits

ADDITIONAL INFORMATION

For additional information regarding ECS, please see pages 2-34 of the "Statement of Qualification".

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts

31. SIGNATURE	32. DATE
	6.13.2024

33. NAME and TITLE

Matthew Robbins, PE | Principal / Vice President

STANDARD FORM 330 (REV. 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS	1. SOLICITATION NUMBER *(If any)*
	SOQ – CMT Lab and Forensic Services – 2024-05

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. UNIQUE IDENTIFICATION
ECS Southwest, LLP – San Antonio	2017	RZ7YPZQHBKD9

2b. STREET	5. OWNERSHIP
431 Isom Road, Suite 114	a. TYPE: Partnership

2c. CITY	2d. STATE	2e. ZIP	b SMALL BUSINESS STATUS
San Antonio	TX	78216	N/A

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM (if block 2a is a branch office)
Matt Robbins, PE – Branch Manager/Principal Engineer	ECS Southwest, LLP

6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS
210-528-1430	MRobbins@ecslimited.com

8a. FORMER FIRM NAME(S)	8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEE BY DISCIPLINE

a. Function Code	b. Discipline	C. No. of Employees (1) FIRM	C. No. of Employees (2) BRANCH
2	Administrative	34	3
6	Architect	2	1
8	AutoCAD		
	Construction Materials Manager	8	1
	Drillers	1	
24	Environmental Scientist	11	
	Environmental Technician		
	Field Technicians	214	24
30	Geologist	5	1
36	Industrial Hygiene	7	
	Lab Manager/Technician	36	3
	Professional Engineer	34	3
48	Project Manager	58	8
	Soils Engineer		
	TOTAL	410	44

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
H11	Housing (Residential, Multi-Family, Apartments, Condominiums)	7
C10	Commercial Buildings (low rise), Shopping Centers	6
T02	Testing & Inspection Services	5
I01	Industrial Buildings, Manufacturing Plants	5
H06	Highrise, Air-Rights-Type Buildings	4
W01	Warehouses & Depots	4
E09	Environmental Impact Studies, Assessments or Statements	4
O01	Office Buildings, Industrial Parks	4
H07	Highways, Streets, Airfield Paving, Parking Lots	3
S05	Soils & Geologic Studies, Foundations	3
E13	Environmental Testing and Analysis	3
A06	Airports, Terminals & Hangars, Freight Handling	3
H10	Hotels, Motels	3
H09	Hospitals & Medical Facilities	2
G01	Garages, Vehicle Maintenance Facilities, Parking Decks	2
R04	Recreation Facilities (Parks, Marinas, etc.)	2
S06	Solar Energy Utilization	2
W03	Water Supply, Treatment and Distribution	2
P12	Power Generation, Transmission, Distribution	2
D07	Dining Halls, Clubs, Restaurants	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(insert revenue index number shown at right)

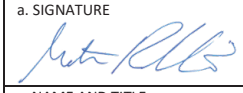
a. Federal Work	3
b. Non-Federal Work	8
c. Total	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100, 000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE



b. DATE: 6.10.24

c. NAME AND TITLE: Matt Robbins, PE – Branch Manager/Principal Engineer

STANDARD FORM 330 (REV: 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: SOQ – CMT Lab and Forensic Services – 2024-05

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY INDENTIFIER
ECS Southwest, LLP - Austin	2017	RZ7YPZQHBKD9

2b. STREET	5. OWNERSHIP
14050 Summit Drive, Suite 101	a. TYPE: Partnership
2c. CITY: Austin / 2d. STATE: TX / 2e. ZIP: 78728	b SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Michael Sorgenfrei, PE, PG – Office Manager/Vice President	7. NAME OF FIRM (if block 2a is a branch office): ECS Southwest, LLP
6b. TELEPHONE NUMBER: 512-837-8005 / 6c. E-MAIL ADDRESS: MSorgenfrei@ecslimited.com	

8a. FORMER FIRM NAME(S)	8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEE BY DISCIPLINE / **10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS**

a. Function Code	b. Discipline	C. No. of Employees (1) FIRM	C. No. of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
2	Administrative	34	6	H11	Housing (Residential, Multi-Family, Apartments, Condominiums)	7
6	Architect	2		C10	Commercial Buildings (low rise), Shopping Centers	6
8	AutoCAD			T02	Testing & Inspection Services	5
	Construction Materials Manager	8	2	I01	Industrial Buildings, Manufacturing Plants	5
	Drillers	1	1	H06	Highrise, Air-Rights-Type Buildings	4
24	Environmental Scientist	11	3	W01	Warehouses & Depots	4
	Environmental Technician			E09	Environmental Impact Studies, Assessments or Statements	4
	Field Technicians	214	40	O01	Office Buildings, Industrial Parks	4
30	Geologist	5	2	H07	Highways, Streets, Airfield Paving, Parking Lots	3
36	Industrial Hygiene	7		S05	Soils & Geologic Studies, Foundations	3
	Lab Manager/Technician	36	9	E13	Environmental Testing and Analysis	3
	Professional Engineer	34	4	A06	Airports, Terminals & Hangars, Freight Handling	3
48	Project Manager	58	8	H10	Hotels, Motels	3
	Soils Engineer			H09	Hospitals & Medical Facilities	2
				G01	Garages, Vehicle Maintenance Facilities, Parking Decks	2
				R04	Recreation Facilities (Parks, Marinas, etc.)	2
				S06	Solar Energy Utilization	2
				W03	Water Supply, Treatment and Distribution	2
				P12	Power Generation, Transmission, Distribution	2
				D07	Dining Halls, Clubs, Restaurants	2
	TOTAL	410	75			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	8
c. Total	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100, 000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE: Mike Sorgenfrei

b. DATE: 6.10.24

c. NAME AND TITLE: Michael Sorgenfrei, PE, PG – Office Manager/Vice President

STANDARD FORM 330 (REV: 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: SOQ – CMT Lab and Forensic Services – 2024-05

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY INDENTIFIER
ECS Southwest, LLP - Dallas	2005	RZ7YPZQHBKD9

2b. STREET	5. OWNERSHIP
3033 Kellway Drive, Suite 110	a. TYPE: Partnership
2c. CITY: Carrollton / 2d. STATE: TX / 2e. ZIP: 75006	b SMALL BUSINESS STATUS: N/A
6a. POINT OF CONTACT NAME AND TITLE: Vince Elizarde, PE – Office Manager/Vice President	7. NAME OF FIRM (if block 2a is a branch office): ECS Southwest, LLP
6b. TELEPHONE NUMBER: 972-392-3222 / 6c. E-MAIL ADDRESS: VElizarde@ecslimited.com	

8a. FORMER FIRM NAME(S)	8b. YR. ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEE BY DISCIPLINE / **10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS**

a. Function Code	b. Discipline	C. No. of Employees (1) FIRM	C. No. of Employees (2) BRANCH	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
2	Administrative	34	15	H11	Housing (Residential, Multi-Family, Apartments, Condominiums)	7
6	Architect	2		C10	Commercial Buildings (low rise), Shopping Centers	6
8	AutoCAD			T02	Testing & Inspection Services	5
	Construction Materials Manager	8	2	I01	Industrial Buildings, Manufacturing Plants	5
	Drillers	1		H06	Highrise, Air-Rights-Type Buildings	4
24	Environmental Scientist	11	6	W01	Warehouses & Depots	4
	Environmental Technician			E09	Environmental Impact Studies, Assessments or Statements	4
	Field Technicians	214	78	O01	Office Buildings, Industrial Parks	4
30	Geologist	5	1	H07	Highways, Streets, Airfield Paving, Parking Lots	3
36	Industrial Hygiene	7	4	S05	Soils & Geologic Studies, Foundations	3
	Lab Manager/Technician	36	14	E13	Environmental Testing and Analysis	3
	Professional Engineer	34	15	A06	Airports, Terminals & Hangars, Freight Handling	3
48	Project Manager	58	23	H10	Hotels, Motels	3
	Soils Engineer			H09	Hospitals & Medical Facilities	2
				G01	Garages, Vehicle Maintenance Facilities, Parking Decks	2
				R04	Recreation Facilities (Parks, Marinas, etc.)	2
				S06	Solar Energy Utilization	2
				W03	Water Supply, Treatment and Distribution	2
				P12	Power Generation, Transmission, Distribution	2
				D07	Dining Halls, Clubs, Restaurants	2
	TOTAL	410	158			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(insert revenue index number shown at right)

a. Federal Work	3
b. Non-Federal Work	8
c. Total	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100, 000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE:

b. DATE: 6.10.24

c. NAME AND TITLE: Vince Elizarde, PE – Office Manager/Vice President

STANDARD FORM 330 (REV: 7/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: SOQ – CMT Lab and Forensic Services – 2024-05

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME: PATRIOT NDT	3. YEAR ESTABLISHED: 2015
	4. UNIQUE ENTITY IDENTIFIER:
2b. STREET: 1054 BUCKSKIN PASS	5. OWNERSHIP
	a. TYPE:
2c. CITY: SPRING Branch	2d. STATE: TX / 2e. ZIP CODE: 78070
	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Leah Baxter Office Manager	7. NAME OF FIRM *(If Block 2a is a Branch Office)*:
6b. TELEPHONE NUMBER: 210-365-6503	6c. EMAIL ADDRESS: leahb.patriotndt@yahoo.com

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
	Other Employees		
	Total		

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
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5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Leah Baxter	b. DATE: 06/11/2024
c. NAME AND TITLE: office manager	

STANDARD FORM 330 (REV. 7/2021) **PAGE 6**

NOTE: Some information for the form was not provided. Patirot NDT will provide an updated Part II, if selected.

14) Describe the Prime Firm's proven ability to deliver quality testing on time and at the least cost to the Owner. ECS is a leader in developing the people, systems, and expertise that allow us to focus on our clients' needs. Our expertise spans the nation and multiple industry sectors. Our commitment is to provide high quality and innovative services. Our mission is to be the consulting firm of choice in the markets we serve. **ECS embodies its philosophy of "Setting the Standard for Service" by using technology and experience to assist clients in the development of cost-effective, practical solutions.** For over three decades, our engineering consulting services have helped our clients meet project requirements.

APPROACH

Once a project is initiated, it is ECS' protocol to assign at least two managers to a project, regardless of size or complexity. The project leadership team would typically include a project manager and a senior associate. In addition to quality control, this layered management confirms that there will be more than one person that can be immediately contacted, if necessary. In addition, with the depth of talent on our staff, if both managers of a project are unavailable, other Project Managers or Principals will become involved on short notice to solve issues needing immediate resolution.

ECS' principals lead the project teams and are involved in the day-to-day decisions and interactions with clients, for this project will focus on enhanced communication, coordination, and delivery of quality services to the HCRMA. Our project team will effectively and proactively reach out to the HCRMA staff from the start of the project. Communication on a site becomes paramount due to the proximity of the service activities and will be accomplished through focused meetings with the appropriate representatives and public meetings, as necessary. Our team will meet with representatives before beginning the work to listen to concerns and open the necessary channels of communication.

As task orders are requested, it is assumed that the work order will flow from a project manager with the HCRMA to Mr. James Dedrick, PE, ECS' dedicated Point of Contact and Project Manager. Mr. Dedrick will have the regional capability to evaluate and draw the properly licensed individuals as needed, thereby confirming short turnaround task orders can be staffed as they arise. ECS will develop a scope based on the specific task being requested. ECS will communicate with the HCRMA and other design professionals involved in the project to develop a scope that satisfies the needs of the client and design and construction team. ECS will develop a proposal using our contract rates. Once this is submitted and confirmed, ECS will coordinate site access to perform the work or other logistical needs.

The assigned Principal and Task Manager will manage the work and maintain constant communication with the subconsultant teaming partners. The Principal, who will be a licensed professional, will review the work products and provide consultation as needed. This layered management also confirms that there will be more than one person available who is familiar with the project and can lend assistance.

During the course of the work, ECS will generate reports documenting activities and providing recommendations. For construction testing and observation projects, our technician or engineer will upload the field report from the site, attach supporting documents and submit the report to the Task Manager for review through our field report generation and distribution system. This system allows for easy access to project documents and tracking of deficiencies associated with materials testing (soils, concrete, masonry, etc.) and project observations. Reports will be filed using ECS' e-file system and can therefore be readily available for retrieval if requested by the HCRMA. Invoices will be generated at the end of each month to track assigned tasks and hours worked so that our billings will be more transparent.

> The ECS report was excellent; the attention to detail and interpretation of results is very much appreciated."
>
> *- Christina Schroeter*
> *NC Dept. of Environmental Quality*

ECS SYSTEMS

Data collection and tracking of results and observations are important to effective project-level decision-making for construction managers and the client. It is through our internally-developed software systems that we are able to keep our field and lab data organized and filed easily, as well as transmit it automatically to the identified parties. Our systems are web based and the data refresh rate is instant which allows the on-site project manager and the project principal to access the data remotely.

ECS utilizes a seamless, fully digital, in-house developed suite of software. Our systems are as follows:

FRED (Field Reporting and Electronic Distribution): The laboratory and field data is processed in FRED automatically once the specific information pertaining to a work order or lab test is uploaded and submitted to Project Management for review. Once approved by the Project Manager, the report is submitted to the Principal Engineer for their approval and signature. Then, the report is automatically transmitted to the recipients on the distribution list.

GEORGE (Geotechnical Report Generator): Our geotechnical laboratory utilizes GEORGE to manage the input, processing, and output of the results of our soils lab tests. From geotechnical subsurface investigations where a wide range of tests can be performed to gather physical properties of soils for design purposes to construction materials testing to get baseline values for comparative as-constructed evaluations, GEORGE is the one stop for the soil testing at ECS. Once data is input and approved in the lab, it enters the FRED system (see above) for Project Manager review.

ETHEL (ECS Technician Handheld Electronic Logbook): Our field technicians are equipped with tablets or touch-screen laptops to store their field testing results, observations, and communication. The ETHEL system is the platform for organizing this data into an easy to use interface that translates the entered information into our standard reports. Seamless transition and efficient workflow without transcription or time loss. As soon as the field data and field write up are completed, the field technician will attach digital photos and site location sketches then upload them wirelessly to our system. Upon completion of the upload, the automatically assembled reports are available in the FRED system for Project Manager's review.

IVAN (Invoice Verification and Notification): On a monthly basis, our invoices are automatically prepared and are made available to our management team in an easy to use platform. IVAN, synchronized with GEORGE, ETHEL, and FRED, gathers the time and materials associated with our services and assembles the invoices for review. Following the initial setup of the project and execution of services, the invoice assembly process is simple and straight-forward, requiring very little manipulation or modification making for a rapid review and finalization process. The Project Manager performs the initial review and then approves for the Principal Engineer to do the same. Upon completion and approval by both the PM and the PE, the invoice is transmitted and copied to those set up to receive it. Being contained within the same electronic system, this process is simplified and operates with little complication.

ALF (Action Items, Letters, Follow-up): ALF serves as the central station for the above-mentioned systems. As the hub for the data movement, within ALF ECS staff can view the status of proposals, project contracts, document uploads, PTO for staff, and much more. ALF is also smart phone formatted in order to facilitate our Project Managers and Principal Engineers and their mobile operations. Our professional staff are connected to their projects with ease and through ALF, should the client, contractor, or project team need specific information or status, our ECS team can easily and quickly retrieve and provide it.

QUALITY ASSURANCE PROGRAM

ECS has a corporate-sponsored quality assurance program that it applies to its professional services. The program has been in place for more than 25 years and is guided by evolving our quality systems manuals for specific services. The key to maintaining high-quality services are the training and retention of experienced personnel. The use of currently calibrated equipment and adherence to industry standards is paramount to achieving quality. Mr. James Dedrick, PE, will organize ECS' quality assurance program. If requested, ECS will provide a copy of our Quality Control Manual and Quality Assurance Processes.

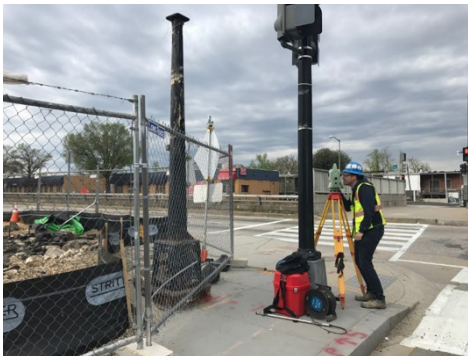
Our projects are directed by registered professional principal engineers or certified professional geologists. The quality assurance program relies on assessments in the form of internal and external audits, peer reviews, and sample reference programs. For large projects, ECS develops project-specific quality assurance project documents. ECS participates in or conducts numerous internal and external audits and assessments to enhance the credibility of our firm to support our commitment to continuous quality improvement. Each assignment issued under this contract with University will be implemented using our QA/QC program. **At ECS, it's not just about getting the job done – it's about getting the job done right.**

Construction Materials Testing (CMT) primarily involves testing structural materials used to build a new construction project from the ground up materials and components used to construct new structures, roadways, and other public works improvement features. The focus of ECS CMT monitoring services is designed to confirm that the materials within new elements meet the designer's intent and the owner's expectations. Materials used in construction projects must meet quality standards to comply with design specifications and jurisdictional requirements. You need assurance that the construction materials used in your projects will stand up to the load and bearing demands as well as traffic loadings that will be placed on them. This proactive approach can save time, money and aggravation. Our engineering technicians are certified through ACI, ICC and NICET.

ECS laboratories conduct soil and concrete testing associated with our CMT and geotechnical consulting engineering services. In addition to our internal training and certification programs, ECS laboratories participate in proficiency sample testing programs for soils, concrete and masonry. These are administered by various external agencies long recognized as leaders who set consistent industry standards, such as: American Association of State Highway and Transportation Officials (AASHTO), Materials Reference Laboratory (AMRL), Army Corps of Engineers (USACE), and the Cement and Concrete Reference Laboratory (CCRL).

With our fully digital, in-house developed CMT operating systems, our Field and Laboratory Reports can be prepared, processed, signed by our Project Manager, sealed by our Principal Engineer, and transmitted automatically to the distribution list in the same day.

ECS typical reports contain a synopsis of the project, a description of our scope of services, our findings and recommendations in regard to the services we provided. ECS' created systems provide consistent presentation of data, a smooth workflow for data review, and quick delivery of this information to the client. These systems allow the client, design team, and contractors to receive consistently formatted information from our offices. The electronic input and delivery systems, particularly during the construction phase, allow the design team to review potential problems in near real time to facilitate decision making that can save the client money and time.



COST CONTROL

ECS has performed geotechnical, construction materials testing on projects similar to the size and scope described in the RFQ. Because we have a comprehensive understanding of the requirements for performing these services on many and varied buildings, as reflected in our submitted projects and references, we are able to offer a very cost-effective product to our clients. Our staff, from the principals through task managers to the technicians, are well qualified and experienced with local governments. By having the proper personnel ready for immediate staffing, no time or effort is wasted in the initiation and performance of the required services for the HCRMA.

ECS staffs principal engineers and task managers with a wide-ranging engineering experience base which allows us to offer value-engineered solution alternatives to complex problems relating to property condition assessments. Through discussion with the HCRMA personnel and the development of sound working relationships as a part of the services, ECS can offer insight to alternative possibilities for systemic rehabilitation of the structures based on shared information with respect to the ultimate needs of the community and The HCRMA. It is our experience that understanding the needs of the client will offer the most cost-effective solution for a project.

ECS makes an effort to plan for the eventualities of complex assessment projects. However, when information is uncovered during the performance of the survey that has the potential to increase the cost of the project, it is our practice to have immediate discussions with the client. We understand being a good steward of the public's money is the responsibility of the contract officer as the representative of the HCRMA. ECS will offer practical alternatives to unexpected cost impacts to the contract for evaluation prior to requesting a change order and will work with the contract officer to arrive at a practical cost.

HISTORY OF MEETING SCHEDULE DEADLINES

ECS understands the importance of adhering to an established schedule and feels that the single greatest influencer of completing projects on time is communication. We understand and expect that with the contract there may be several task orders occurring concurrently and emergency situations may arise that require our services. Our proven approaches to set up a program that has project-committed key and staff personnel that can respond quickly to project assignments. Senior personnel are used, as needed, to complement the level of expertise required. Initially, we like to meet with client personnel to establish project protocols, lines of communications, and efficient methods for scheduling.

HISTORY OF STAYING WITHIN BUDGET

We understand that clients have strict budgets that must be adhered to. By careful management, reliance on our experience, and using productivity data, we have the capacity to stay within budget and utilize our proprietary software systems and monitor project costs in real time. ECS has done this time and again and have found this to be a successful technique to stay within budget.

15) Describe Prime Firm's ability to maintain ethical standards and industry best practices as it pertains to perceived or actual conflicts of interest in assigning tasks to Prime or Subconsultant staff that have previously provided Geotech or CMT services on the HCRMA "Construction Material Testing - 365 Tollway" Project

There is no conflict of interest. ECS is not one of the firms providing geotechnical or construction materials testing services on the 365 Tollway Project.

GEOTECHNICAL

CONSTRUCTION MATERIALS

ENVIRONMENTAL

FACILITIES

16) Respondents are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, with their proposal

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ECS Southwest, LLP

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.**

N/A

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 Robert L Mashowske

Signature of vendor doing business with the governmental entity

6.12.2024

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

We challenge you and love the way you react to that. Giving us different options is really important to us and our business.

- Chris Urquhart
KDC

The people of ECS are experts with a wide-range of knowledge. I never hesitate using ECS on projects.

- Crystal Morphis
Creative Economic Development Consulting, LLC

17) HCRMA may not enter into a contract with a company for goods or services unless the contract contains a certification that the company does not boycott Israel and will not boycott Israel during the term of the contract
ECS does not boycott Israel and will not boycott Israel during the term of the contract.

18) HCRMA may not enter into a contract with a company that is identified on the Texas Comptroller of Public Accounts' list of companies that do business with Iran, Sudan, or designated foreign terrorist organizations
ECS is not a company identified on the Texas Comptroller of Public Accounts' list of companies that does business with Iran, Sudan, or designated foreign terrorist organizations.

ATSER

BUILDING ON "TRUE" REAL-TIME INFORMATION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Qualification for Construction Materials Testing Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials 365 Tollway Project

June 14, 2024

ATSER, LP
1150 RICHCREST DRIVE,
HOUSTON, TEXAS 77060
DAVID FREDERICK MARTINEZ, PH.D., P.E.,
CHIEF EXECUTIVE OFFICER
ATSERPROPOSALS@ATSER.COM
281.999.9961

June 14, 2024

Ramon Navarro IV, P.E., CFM
Chief Construction Engineer
Hidalgo County Regional Mobility Authority (HCRMA)
203 W Newcombe Avenue
Pharr, Texas 78577

Dear Mr. Navarro,

ATSER, LP is pleased to express our interest in the opportunity to provide Construction Materials Testing (CMT) Laboratory Services and Forensic Investigation and Evaluation of In-Place Construction Materials for the 365 Tollway Project as outlined in your recent request for Statements of Qualification (SOQ) – CMT LAB AND FORENSIC SERVICES – 2024-05. ATSER, LP is excited about the potential to support HCRMA in this significant infrastructure initiative, and we are confident in our ability to deliver the high-quality services required.

ATSER, LP has extensive experience in construction material testing and forensic investigation, having successfully collaborated on numerous projects with the Texas Department of Transportation (TxDOT), Toll Authorities, and the U.S. Army Corps of Engineers (USACE). Our team includes certified professionals proficient in TxDOT and USACE testing procedures, ensuring that all project specifications and quality assurance requirements are meticulously met.

To further bolster our capabilities and ensure the highest level of service, we have partnered with HVJ Associates, Inc. as our subconsultant for this project. HVJ Associates, Inc. brings additional expertise and a proven track record in forensic investigation and construction material testing, particularly in the areas of soils, backfill, bedding, retaining walls, embankments, and concrete. Their contribution will be invaluable in meeting the rigorous standards and schedules set forth by HCRMA.

Our combined team is fully accredited by TxDOT and recognized by the American Association of State Highway Transportation Officials (AASHTO) Accreditation Program (AAP), the Construction Materials Engineering Council (CMEC), and the Laboratory Accreditation Bureau (L-A-B). We are committed to maintaining the highest ethical standards and industry best practices, ensuring impartiality and accuracy in all our testing and reporting.

We are eager to discuss our qualifications in more detail and explore how our team can contribute to successfully completing the 365 Tollway Project. Please find enclosed our comprehensive Statement of Qualifications, which provides further details on our experience, certifications, and the specific services we offer.

Thank you for considering ATSER, LP, and HVJ Associates, Inc. for this important project. We look forward to the opportunity to work with HCRMA and contribute to the continued development and improvement of Hidalgo County's transportation infrastructure.

Sincerely,

David Frederick Martinez, Ph.D., P.E.
Chief Executive Officer

CMT Lab and Forensic Services - 2024-05

Firm Information | Contact

ATSER, LP | 1150 Richcrest Drive, Houston, TX 77060

Contact Person: Mark Madera

- **Position:** Resident Engineer
- **Phone:** 281-999-9961
- **Email:** mmadera@atser.com
- **Fax:** 281.999.9962

Principals in the Firm and Firm History

Dr. Frederick David Martinez, Founder, Principal, CEO

Established in 1993, ATSER is a leading engineering management firm headquartered in Houston, Texas, boasting over 30 years of unwavering commitment to optimizing project delivery. Our company is renowned for assembling a team of highly skilled professionals, including scientists, engineers, construction managers, and technicians, each specializing in diverse fields such as geotechnical engineering and construction material testing. At the forefront of innovation, ATSER has revolutionized project control in transportation through our advanced software, Manage-IT™, which excels in managing costs, schedules, quality, and project phases.

Focusing on our core capabilities in geotechnical engineering and construction materials testing, ATSER has established a track record of delivering high-quality testing and inspection services to various public agencies, approval authorities, and the private sector. Our significant achievements include projects for METRO, the Federal Transit Administration (FTA), and other public agencies, fostering strong relationships based on trust and consistent performance. Our laboratory is equipped with the latest technology. and staffed by qualified personnel, holds A2LA and AASHTO accreditations, ensuring our construction material testing services adhere to the highest ASTM standards. ATSER is committed to delivering projects with precision, efficiency, and cost-effectiveness, leveraging our technical expertise and experience to meet and exceed the expectations of our clients. As we look forward to contributing our geotechnical engineering and construction materials testing expertise to Hidalgo County, we are confident that our proven track record and commitment to excellence will add significant value to this and future projects.

Staff Information

Resumes and Project Manager Details:

Project Manager: Mark Madera, P.E.

Staff by Discipline

- Civil Engineers: 10
- Project Managers: 5
- Field Engineers: 8
- Quality Assurance Specialists: 5
- Utility Coordinators: 3
- CADD/GIS Technicians: 2
- Survey Verification Experts: 2

Experience: Over 35 years in Civil Engineering. He provides construction leadership to program delivery teams on contracting strategy, construction means and methods, and phasing and sequencing of work during full project lifecycles. He ensures that projects meet regulatory guidelines, applicable codes, laws, and FTA requirements. He interfaces with Quality and Safety programs. He works in close collaboration with civil agencies including funding, permitting, and regulating. He has extensive experience with all aspects of Construction Management, Construction Engineering, and Construction Materials compliance. Additionally, Mr. Madera has an accomplished 17-year track record within TxDOT, demonstrating strategic leadership skills and expertise in managing major TxDOT projects. As a TxDOT resident engineer, his project portfolio includes high-profile initiatives such as Houston District's Ship Channel Bridge, Kemah Harbor Bridge, and the Beltway 8 frontage roads at Fairway Parkway.

Mr. Madera's capabilities span technical execution as well as robust claims management. He excels at fostering proactive stakeholder relationships through comprehensive pre- and post-construction meetings. These meetings facilitate risk discussion and alignment on project objectives across stakeholder groups. Madera's role as Resident Engineer at the University of Texas Medical Branch in Galveston highlights his specialized skill in maintaining critical access during construction operations. In alignment with HCRMA's principles, Mr. Madera exhibits integrity and an unwavering service commitment. He provides ethical leadership, cultivating a collaborative team environment that encourages shared knowledge and growth. For this upcoming HCRMA contract, Madera is fully dedicated to upholding the department's values, delivering comprehensive oversight, and ensuring quality across all work authorizations. His proven organizational skills and adherence to documentation best practices support a structured approach - from scope definition to conflict resolution - executed with the highest professional standards.

Notable Projects

Fred Hartman Bridge, Baytown Tunnel Removal, City of Houston Street and Bridge Program. Mr. Madera oversaw the construction of the Fred Hartman Bridge, a $91.2 million project, the largest state-funded award in 1985. He managed the project, including negotiations with outside consultants, and testing laboratories, and monitoring compliance with plans. Madera also coordinated activities, updated Mayors, held public involvement forums, and gave speeches to various organizations. He also designed the Baytown Tunnel Removal Project, the first underwater roadway tunnel removal in history. He expedited the project due to tunnel deterioration, submitting the P.S.&E package and responding to district and Aus□n Plan Review questions. He reviewed the project schedule, developed plans, and had final authority on consultant contract billings. Due to the project's unique nature, numerous agreements and permits were required. Mr. Madera proposed removing the center 1,050 feet that affected Houston Ship Channel traffic, resulting in estimated cost savings of approximately $13 million.

The resumes of key staff are included in **Appendix A.**

Related Testing Verification Projects

- **Project 1:** ATSER Harris County Toll Road Authority Ship Channel Bridge
    - **Role:** Bridge Project Management Services
    - **Description:** HCTRA's cable-stayed Ship Channel Bridge in Houston will replace the Jesse H. Jones Bridge to accommodate projected traffic growth, increasing travel lanes from 2 to 4 in each direction. ATSER, as part of the Program Management Team, oversees quality management and collaborates with COWI on technical analysis and value engineering, transitioning the project to a quasi-Design Build system to expedite construction.
- **Project 2:** Harris County Toll Road Authority Barrier Free Program Management
    - **Role:** Geotechnical Management
    - **Description:** The project includes engineering and design services for multiple Houston tollways, focusing on toll plaza replacements and converting to an all-electronic tolling environment. Services include negotiating with Harris County Tollway Authority, managing geotechnical segments, standardizing testing procedures, and implementing process enhancements to improve geotechnical report quality and reduce project costs.
- **Project 3:** Glacier Drive, Polebridge Loop, and North Fork of the Flathead River
    - **Role:** Construction Services
    - **Description:** The project involves the reconstruction of Glacier Drive, traffic control during construction, and improvements to North Fork Road, including the application of a high-quality aggregate surface course and the creation of a drainage ditch. Additionally, recycled aggregate materials will be used for the base and riding surfaces on Glacier Drive and Blankenship Road/Benton Stage Road, enhancing road stability, durability, and environmental sustainability.

- **Project 4:** Harris County Toll Road Authority Barrier-Free Program Management
    - Role: Geotechnical Management
    - Description: The project includes engineering and design services for several Houston tollways, focusing on toll plaza replacements and conversions to an all-electronic tolling system. It involves managing geotechnical segments, standardizing testing procedures, and enhancing communication between design groups, which results in lower project costs and improved geotechnical report quality.
- **Project 5:** USACE Galveston District - Freeport and Vicinity Coastal Storm Risk Management Project
    - **Role:** Construction Services
    - **Description:** The project focused on geotechnical engineering and environmental restoration, including sediment analysis, stability evaluation, and the design of marine structures. Key components included sediment sampling, geotechnical evaluation of rubble breakwater foundations, preliminary designs for Bessie Heights Marsh restoration, stability analysis of a rock training dike, and designing intertidal to high marsh habitats, ensuring stable and sustainable outcomes.

ATSER's construction material testing encompasses concrete compressive strength (ASTM C109) for concrete testing. ATSER's concrete services also involve the development of mix designs. In construction material density testing, ATSER's testing includes reports on water content and soil density using the in-place nuclear method (ASTM 6938). This supports ATSER testing for subgrade and embankment layers, as well as asphalt placement testing. For soil investigations in construction material testing, ATSER conducts tests such as soil proctors (D-498, ASTM D-1557), determination of lime stabilization ability by soil pH (Tex-121-E), assessment of material finer than #200 sieve in soil (ASTM D1140 TEX-111-E), and Atterberg Limits (D4318, Tex-104, 105, 106-E). In asphaltic materials testing for construction material, ATSER conducts tests such as Extraction/Gradation Tex-236-F, bulk specific gravity, theoretical maximum specific gravity (Rice Tex-207-F), batch plant testing, and density of in-place bituminous pavement (Tex-207-F). ATSER's asphalt services also include mixed designs. For Core Samples Investigation/Reporting, ATSER conducts coring of both concrete and asphalt testing items such as density and thickness (Tex-222-F). Furthermore, ATSER facilitates supplementary laboratory testing to enable thorough analysis of in-situ asphalt and concrete mixes.

Detailed Approach to Material Testing

ATSER has been a leading Geotechnical and Material Testing firm in the Civil Engineering Industry for thirty-one (31) years. We maintain professional standards while adapting to evolving materials and testing procedures. ATSER ensures that all materials used in our projects meet the requirements of project standards, plans, and specifications, as outlined in the TxDOT Quality Assurance Program for Design-Bid-Build (DBB) Projects, including any approved changes. We verify and monitor all materials to meet Quality Control requirements and ensure plant production and placement adhere to specifications. Safety Assurance is crucial to protect the public and our personnel. Our final quality process ensures all materials comply with plans, standards, and specifications, delivering the best possible project to the owner.

ATSER's primary role is to verify and report on the Independent Engineer's findings, including material tests conducted and accepted, tests not accepted, and resolution of deficiencies with approval by the engineer of record or mediation as agreed by the contractor. We also verify the independent engineer's auditing of the contractor's project management plan, including design and quality management plans, and resolve systemic quality issues. We monitor project documentation, including material test reports, quality control sampling and testing, and dispute resolution.

ATSER will verify independent engineer testing per required TxDOT frequencies and activities, compare splits, resolve discrepancies, and provide an annual report of the IA Program Results. We will verify IA submission of material certification letters, process and close out Material Exceptions, and assist in the Materials and Tests Divisions and HCRMA's oversight.

ATSER will provide referee testing to prevent conflicts of interest on the project and follow the technician qualification program for its and HVJ's personnel, ensuring appropriate HMAC and ACI certifications as stated in 6.5 of the QA-DBB. We will assist the Engineer in ensuring QA/QC/IA personnel conduct internal/external audits, proficiency tests, and equipment calibration/maintenance. ATSER and HVJ will participate in the qualification of laboratories by TxDOT, verify provisional certifications, document/retain records, and mediate any disqualifications.

ATSER ensures all laboratory equipment is calibrated, standardized, checked, and verified per applicable procedures. We handle project reporting, resolve audit deficiencies, and continuously improve observations and corrective action reports. ATSER assists the Engineer in closing out all project testing processes, ensuring the accreditation of all active testing firms, reinspection, and mediations. We verify contractor/independent engineer calibration/verification records for equipment and materials, meet Buy America and Buy Texas requirements, and handle annual audits and actions of all laboratories.

Additionally, ATSER uses our Laboratory Management System (LIMS: MANAGE-IT) to document all testing in real-time, allowing timely results and trend reviews to correct potential deficiencies, saving both time and money. ATSER's experience and meticulous attention to detail have driven successful Design-Build projects from Georgia DOT to Massachusetts DOE, Colorado DOT, and Maricopa County, Arizona. Our

process control identifies contractor and independent engineer laboratory variabilities, providing information to address quality trends proactively. On the Mickey Leland International Terminal project for Flatiron, ATSER's team helped reduce material defect costs to less than 0.025% of material costs.

ATSER's PMP goal is to provide top-quality geotechnical engineering and construction materials testing services for projects within the 360 Tollway. Our project management plan outlines a structured approach to ensure that all aspects of the project are managed effectively, from quality assurance and scheduling to regulatory compliance and environmental sustainability.

Project Oversight and Quality Assurance
The ATSER Project Manager (PM) oversees all project deliverables produced by our inspectors, technicians, and engineers, ensuring accuracy, completeness, and clarity, particularly for payment-related calculations. Managers conduct daily reviews of all submissions, with the PM conducting weekly reviews of deliverables. Utilizing Assure-IT™, ATSER provides real-time monitoring accessible to all stakeholders based on permissions.
Scheduling and Staffing
The PM generates and manages Critical Path Method (CPM) schedules using Primavera P6 or an equivalent tool, aligning ATSER staffing with the contractor's baseline schedules. This ensures adherence to traffic and environmental plans and logical project progression. Our Quality Assurance (QA) manager periodically samples and audits deliverables to maintain high standards.
Continuity and Communication
To ensure project continuity, we employ NICET-certified inspectors to guarantee quality services and facilitate the development of our technicians into NICET inspectors. The ATSER PM logs and manages Requests for Information (RFIs), Non-Conformance Reports (NCRs), change orders, and shop drawings, ensuring effective communication with ATSER, contractors, and other relevant personnel.
Change Management and Negotiation
ATSER assists with contractor change orders, offering solutions and engaging in negotiations as needed. As requested by HCRMA PMT, this may include comparing contractor pricing with area low bid pricing and adjusting the CPM schedule based on any impacts, ensuring all resolutions are well-documented.
Safety, Cost, and Effectiveness
The ATSER PM aims to balance safety, cost, function, maintainability, and effectiveness throughout the project. Our experience and lessons learned guide us in the early identification of potential conflicts, mediation methods, and the pursuit of cost and time-saving opportunities, presenting win-win solutions for all stakeholders.

Regulatory Compliance
As requested by the HCRMA's PMT, the ATSER PM assists the contractor in complying with DBE, EEO, Buy America, Davis Bacon Wage rates, OSHA safety, and applicable environmental requirements. This includes fostering productive relationships with the HCRMA, stakeholders, ATSER, and the contractor to ensure the project stays on time, within budget, and meets all regulatory standards.
Quality Control and Assurance
A key component of our project management plan includes a Quality Control/Quality Assurance Plan, which will be submitted for HCRMA's approval after contract execution. This plan details our approach to construction material testing, including field and laboratory tests, inspections, qualifications, and validations as outlined in TxDOT or HCRMA's specifications and mirrored in our Quality Assurance Plan.
Utility Coordination and Environmental Compliance
Our Utility Coordination Plan manages the identification, removal, and installation of utilities, ensuring minimal impact on construction. Additionally, we implement environmental compliance measures, such as Storm Water Pollution Prevention and Hazardous Material Testing, to ensure sustainability throughout the project.

For Specialized/Forensic Testing, ATSER maintains an asphalt binder laboratory and supporting test equipment to provide investigations into placed asphalt issues and long-term pavement performance. In addition, ATSER provides asphalt mix designs for specialized pavements that experience high wear, high temperatures, or other extreme situations, such as our designs for the Texas Grand Prix (2008), the North Tarrant Expressway (2009), and most recently for P-304 mix designs for various taxiways and other roads for the Houston Airport System.

ATSER also provides mix designs for concrete and flexible base material, including necessary proof testing. ATSER utilizes priority methods within its **ASSURE-IT™** system to calculate mix designs and reduce the amount of proof samples. All reports are reviewed, signed, and, if necessary, stamped by Forensics Engineer Robert Arizola PE and as needed, by PM Mark Madera PE (specialized bridge or technical applications).

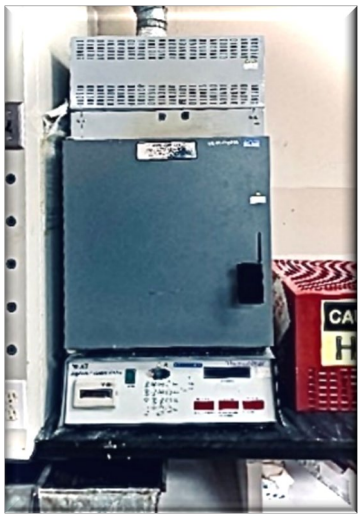
TEST METHOD	TEST DESCRIPTION
SOILS	
ASTM D421 (Withdrawn 2016)1	Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
ASTM D422 (Withdrawn 2016)1	Particle-Size Analysis of Soils
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer
ASTM D1140	Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1883	CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM	D2166 Unconfined Compressive Strength of Cohesive Soil
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2435	One-Dimensional Consolidation Properties of Soils Using Incremental Loading
ASTM D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D24882	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D2850	Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils
ASTM D4221	Dispersive Characteristics of Clay Soils by Double Hydrometer
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4546	One-Dimensional Swell or Collapse of Cohesive Soils
ASTM D4647/D4647M	Identification and Classification of Dispersive Clay Soils by the Pinhole Test
ASTM D4718	Unit Weight and Water Content for Soils Containing Oversize Particles
ASTM D4767	Consolidated Undrained Triaxial Compression Test for Cohesive Soils
ASTM D6572	Determining Dispersive Characteristics of Clay Soils by the Crumb Method
ASTM D6913/6913M	Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
Soil-Cement:	
ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D1633 (Withdrawn 2016)1	Compressive Strength of Molded Soil-Cement Cylinders

Aggregates:	
ASTM C117	Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C131/C131M	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136/C136M	Sieve Analysis of Fine and Coarse Aggregates
ASTM C142/C142M	Clay Lumps and Friable Particles in Aggregates
ASTM C566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C702/C702M	Reducing Samples of Aggregate to Testing Size
ASTM D75/D75M1	Sampling Aggregates
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate
Tex-403-A	Saturated Surface-Dry Specific Gravity and Absorption of Aggregates
Tex-404-A	Determining Unit Mass (Weight) of Aggregates
Bituminous:	
ASTM D75/D75M1	Sampling Aggregates
ASTM D979/D979M1	Sampling Bituminous Paving Mixtures
ASTM D1560	Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus
ASTM D2041/D2041M	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2726/D2726M	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950/D2950M1	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203/D3203M	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3549/D3549M (Method A only) 1	Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D6307	Asphalt Content of Hot-Mix Asphalt by Ignition Method
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures
Tex-206-F	Compacting Specimens Using the Texas Gyratory Compactor (TGC)

Tex-207-F (Except Part VI and VIII)	Determining Density of Compacted Bituminous Mixtures
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures
Tex-217-F	Determining Deleterious Material and Decantation Test for Coarse Aggregates
Tex-222-F1	Sampling Bituminous Mixtures
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method
Concrete:	
ASTM C31/C31M1	Making and Curing Concrete Test Specimens in the Field
ASTM C39/C39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C138/C138M1	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143/C143M1	Slump of Hydraulic-Cement Concrete
ASTM C172/C172M1	Sampling Freshly Mixed Concrete
ASTM C173/C173M1	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174/C174M	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C192/C192M	Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M1	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C293/C293M	Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading)
ASTM C617/C617M	Capping Cylindrical Concrete Specimens
ASTM C1064/C1064M1	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1231/C1231M	Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders

ATSER's CMT Laboratory is located at 1150 Richcrest Drive, Houston, TX 77060

Soil Proctor Compactor

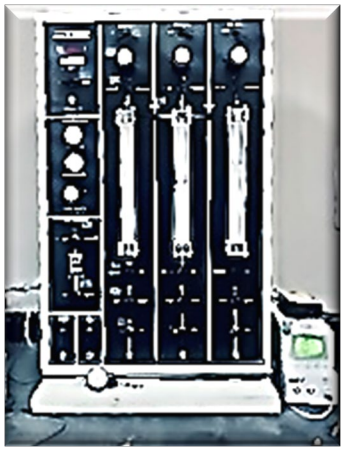


Asphalt Ignition Oven

Automatic Consolidation & Permeability

Curing Room

Sieve Shakers



Soil Mechanics Triaxle Pressure Board

Laboratory Test Method Unit

Soils & Base Testing		
Sampling Tex-400-A hour	Moisture-Density Relationship Tex-114-E each	Slurry Testing Tex-130-E each
Sample Preparation Tex-101-E each	Moisture-Density Relationship Tex-114-E each	Texas Cone Penetration Tex-132-E each
Determining Slaking Time Tex-102-E each	Wet Ball Mill Test Tex-116-E each	Freezing and Thawing Tests for Compacted Soil-Cement Mixture Tex-135-E each
Moisture Content Tex-103-E each	Texas Triaxial Compression Tex-117-E, Part I each	The thickness of Pavement Layers (4 hour minimum) Tex-140-E Hour
Atterburg Limits Tex-104,105&106-E Set of 3	Texas Triaxial Compression Tex-117-E, Part II each	Manual Procedure for Description and Identification of Soils Tex-141-E each
Linear Bar Shrinkage (per bar) Tex-107-E each	Quality Assurance (QA) Series for Flexible Base	Laboratory Classification for Soils for Engineering Purposes Tex-142-E each
Determining the Specific Gravity of Soils Tex-108-E each	Soil- Cement Testing Tex-120-E, Part II each	Sulfate Content in Soils Tex-145-E each
Sieve Analysis Tex-110-E, Part I each	Soil- Lime Testing Tex-121-E, Part II each	Conductivity Test for Field Detection of Sulfates in Soil Tex-146-E each
Sieve Analysis (Hydrometer with Tex-108-E) Tex-110-E, Part II each	Determining the Drainage Factor of Soil Materials (Not Field Test) Tex-123-E ++ each	Determining Chloride and Sulfate Contents in Soils Tex-620-J each
Hydrometer with Tex-108-E (in conjunction with Tex-110-E, Part II) Tex-108-E each	Determining Modulus of Sub-grade Reaction (K Value) (Not Field Test) Tex-125-E ++ eacH	Free Swell Test EM1110-2-1906 each
Percent Passing No. 200 Sieve Tex-111-E each	Molding, Testing, and Evaluation Bituminous Black Base Materials Tex-126-E ++ each	Pressure Swell Test EM1110-2-1906 each
Determining the Amount of Material in Solis Finer than the 75 mi Tex-111-E each	Lime-Fly Ash Compression Tex-127-E each	One-Dimensional Swell ASTM D4546 each
Admixing Lime to Reduce Plasticity Index of Soils Tex-112-E each	Soil pH Tex-128-E each	One-Dimensional Swell (Method B Only) ASTM D4546 each
Moisture-Density Relationship Tex-113-E each	Resistivity of Soils Tex-129-E each	Potential Vertical Rise Calculation Tex-124-E each

ATSER, LP is part of the AASHTO Accreditation Program (AAP) and employs professionals with the following certifications:

- ACI Concrete Field Testing Technician – Grade 1;
- ACI Concrete Strength Testing Technician;
- TXAPA HMA Level 1A – Plant Production Specialist;
- TXAPA HMA Level 1B – Roadway Specialist;
- TXAPA SB 101 – Property Specialist;
- TXAPA SB 102 – Field Specialist;

ATSER can provide all certifications upon request.

ATSER is in the process of re-certifying for the USACE Laboratory Evaluation Program. ATSER has been a verified laboratory and is currently retraining Jose Barcenas and Emmanuel Zuniga as ACI Aggregate Base Testing Technicians (concrete.org). ATSER will then revalidate our laboratory through the Material Testing Center. We have enclosed our expired certification, which demonstrates our skills in testing aggregate, bituminous materials, and soils.

For other related testing and analysis services as needed, ATSER provides specialized sourcing and inspection of steel and coatings through its network of testing agencies. ATSER refrains from testing outside its third-party verified certifications. ATSER sources testing include welds, coatings, and steel strength. For proposal simplicity, subcontractors other than HVJ have not been included in this proposal, including those that may assist in geotechnical drilling, hazardous material testing, environmental assessments, and pre-and post-tension testing inspections. At HCRMA 's request, ATSER will provide an appropriate addendum focusing on these services.

Current Workload

- **Current Projects:**

ATSER manages multiple projects concurrently but ensures our schedule is meticulously aligned to be fully staffed and available for any new opportunities. Our ongoing supervision and management of infrastructure projects are designed to prevent resource allocation conflicts with the 365 Tollway Project requirements. This strategic approach allows us to deliver high-quality performance across all projects, ensuring each receives the necessary attention and resources.

Sub-Consultants:

HVJ ASSOCIATES, INC.

- Construction Material Testing Project Manager: Hirendra Patel, PE
- Forensic Engineer: Michael Hasen, PE

HVJ Associates, Inc. (HVJ) is an engineering firm with more than 36 years of experience, specializing in geotechnical services, construction materials engineering and testing, pavement design, and environmental services. The markets they serve range from aviation to highways—from education to land development. HVJ is a certified Small Business (SBE) as well as a DBE/MBE/HUB and is registered by the Texas Board of Professional Engineers (Registration No. F-000646). HVJ provides the following professional engineering services:

Geotechnical Engineering including site exploration and drilling, soil laboratory testing, high-rise building foundations, earth retaining structures, slope failures, tunnels, dams, bridges, overpasses, ports, airports, dredging, utilities, retention and detention ponds, pump and lift stations, intake structures, water and wastewater treatment plants, parks and pavement design recommendations.

Environmental Engineering includes the production of environmental site assessments associated with property transfers, corridor studies, petroleum storage tank management, waste management, and geologic fault hazard assessments.

Pavement Engineering includes pavement evaluation, pavement rehabilitation, pavement reconstruction, and new pavement design. HVJ has one of the largest private pavement engineering departments in Texas and has completed surveys for more than 30 complete pavement networks.

Construction Materials Engineering includes construction materials testing, construction management, and inspection services, construction management assistance, quality assurance and quality control functions, and failure studies.

HVJ's Houston laboratory is accredited by the American Association for Laboratory Accreditation in the fields of geotechnical and construction materials testing.

ATSER LP Project Manager Mark Madera, PE, will be the sole contact for HCRMA and will act as the referee engineer. Additionally, we will verify the Independent Engineer deliverables and conduct any project audits as assigned by the HCRMA engineer. Furthermore, ATSER LP will provide both non-destructive and destructive field testing for referee testing and any tests specified in the TxDOT Inspection Guide, Exhibit C, following the Quality Assurance for Design-Bid-Build Projects.

ATSER and HVJ will act as referee engineers, conducting validations of project materials and workmanship according to the approved plans and specifications, including any approved changes per the TxDOT Quality Assurance Program for Design-Bid-Build Projects.

HVJ has two sister companies, HVJ Associates and HVJSCTC, both MWBE and HUB firms similar to ATSER LP. Reporting directly to PM Mark Madera, PE, Hirendra Patel, PE, of HVJ Associates will provide at least 10% of the contract scope. As HVJ's referee engineer, Patel will oversee HVJSCTC technicians. HVJSCTC technicians and staff will support the project locally, providing referee testing and other services as assigned by PM Mark Madera, PE, and managed by Hirendra Patel.

ATSER and HVJSCTC technicians will be the boots on the ground at the project site.

DBE and Affirmative Action Status

ATSER and HVJ are committed to maintaining an active Affirmative Action Program and are certified as a Disadvantaged Business Enterprise (DBE/MBE).

Pending Litigation

Currently, there are no pending litigations against ATSER, LP, or its agents/employees related to any work performed. Our firm prides itself on maintaining a transparent and compliant approach to all projects, ensuring that legal and contractual obligations are consistently met. This commitment to integrity and professionalism has enabled ATSER to build a solid reputation and trust with our clients and partners.

Professional Liability Insurance

Insurance Coverage:

Amount: $5 million in professional liability insurance coverage.

(Attached)

Bank Contact Information

Stellar Bank

Contact Person:

Peter Ellen

Phone: 281.894.3293

Certification Regarding Boycott of Israel

Information on Israel Boycott:

ATSER certifies that it does not boycott Israel and will not boycott Israel during the term of the contract. HVJ Associates Inc. certifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

(Attached Form)

Additional Information

ATSER's commitment to delivering high-quality services and meeting project deadlines efficiently.

Proven methodologies for project management and quality control.

Architect-Engineer Qualifications (Standard Form 330)

Form SF 330:

The executed SF 330 form is attached as **Appendix B.**

Proven Ability and Ethical Standards

ATSER has a longstanding reputation for delivering high-quality construction material testing (CMT) services efficiently and cost-effectively, as evidenced by our involvement in major infrastructure projects. Notable among these is our role in the HCTRA cable-stayed Ship Channel Bridge project, where we were part of the Program Management Team (PMT). This project involved the construction of new southbound bridge approach bridges, a full concrete segmental cable-stayed main bridge in both travel directions, and the removal of the existing bridge's segmental main span unit.

Project Efficiency and Cost Management:

- **Timely Delivery:** ATSER successfully managed the transition from a Design-Bid-Build project to a quasi-Design-Build system, expediting work through work package releases. This innovative approach allowed for accelerated project timelines without compromising on quality.
- **Cost Control:** Through value engineering and a collaborative approach with COWI North America, we revised the main span design, integrating a concrete and steel girder composite deck system. This not only addressed the design issues but also optimized project costs and ensured structural integrity.
- **Quality Assurance:** ATSER developed a comprehensive Quality Assurance Management Plan for the structural steel girder steel coating system, covering both shop fabrication and field inspection. This plan ensured adherence to the highest standards of quality throughout the project's lifecycle.

Technological Integration:

- **Manage-IT and Assure-IT Systems:** Our proprietary Project Management Information System (Manage-IT) and Laboratory Information Management System (Assure-IT) facilitated seamless documentation, tracking, and quality control, ensuring that all project activities met specified standards and were completed on schedule.

Prime Firm's Ability to Maintain Ethical Standards and Industry Best Practices

Ethical Standards and Conflict of Interest Management:

ATSER is deeply committed to maintaining ethical standards and adhering to industry best practices. We recognize the importance of transparency and impartiality in all our operations, particularly in assigning tasks to Prime or Subconsultant staff. Our approach ensures that no conflicts of interest compromise the integrity of our work.

Conflict of Interest Mitigation:

- **Independent Reviews and Audits:** During the Ship Channel Bridge project, ATSER collaborated with COWI to conduct a thorough review of the original bridge design. This independent assessment was crucial in identifying significant design issues and ensuring public safety.
- **Transparent Communication:** We maintain open lines of communication with all stakeholders, including clients, contractors, and subconsultants, to ensure all decisions are made in the best interest of the project and public safety.

Industry Best Practices:

- **Standardization and Baseline Establishment:** In the Harris County Toll Road Authority Barrier Free Program Management project, ATSER played a key role in establishing program-wide geotechnical guidance and normalizing budgets for roadway segments. This standardization process reduced project costs and improved the quality of geotechnical engineering reports.
- **Audit Systems:** We implemented an audit system for geotechnical sub consultants budgets, ensuring financial accountability and the integrity of the project.

Conflicts of Interest Questionnaire (CIQ)

Completed Conflicts of Interest Questionnaire (Exhibit A) is attached as **Appendix C.**

Certification Regarding Iran, Sudan, and Designated Foreign Terrorist Organizations

- **Certification:**

ATSER certifies that it is not identified on the Texas Comptroller of Public Accounts list of companies that do business with Iran, Sudan, or designated foreign terrorist organizations.

Appendices

- **Appendix A:** Resumes of Key Personnel
- **Appendix B:** Executed SF 330 Form
- **Appendix C:** Completed CIQ Form
- **Appendix D:** Certifications and Attachments

APPENDIX A:

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Madera	Project Manager	35+	

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, LP - 1150 Richcrest Drive, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science in Civil Engineering, Texas A&M University	Registered Professional Engineer – Texas No. 61822 Transportation

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

TxDOT Precertification's: 11.4.1, 11.5.1, 11.6.1 and 11.7.1, TxDOT Precertification's: 4.5.1 for Constructibility Review, TxDOT 11.10.1 for Construction Record Keeping, TxDOT 11.1.1 Roadway Construction Management and Inspection, TxDOT11.2.1 Bridge Management and Inspection.

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: HAS November Alpha Taxiway Reconstruction, HAS Austin Gilbane Mickey Leyland - Houston, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Mr. Madera provided technical oversight and quality control for Flatiron Constructors on three Houston Airport System projects. His specific duties included providing weekly quality control reports, reviewing inspectors' and testing technicians' reports, overseeing the crushing operation for

b.
(1) TITLE AND LOCATION *(City and State)*: HCTRA Ship Channel Bridge, Harris County, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
As the Principal in Charge (PIC), Mr. Madera provides technical oversight for the $1.4 Billion HCTRA Ship Channel Bridge project

c.
(1) TITLE AND LOCATION *(City and State)*: HCTRA Barrier Free - Harris County, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Currently serving as the Principal in Charge (PIC) for HCTRA and for ATSER, overseeing project controls aspects in the HCTRA Barrier Free project valued at $3.4 Billion. With a history of precision and specialization in providing technical oversight to the program, he possesses extensive knowledge of the ATSER Manage-IT PMIS and assists as a

d.
(1) TITLE AND LOCATION *(City and State)*: METRO Light Rail - Houston, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Mr. Madera, as Resident Engineer, managed the $18 million Houston METRO Main Street Rail Line Segment 5 construction. His responsibilities included overseeing contractor Texas Sterling, writing project specifications, coordinating activities, and resolving issues. He facilitated communication, reviewed RFIs, ensured tasks were completed, and conducted daily site visits, addressing potential RFIs and reviewing material testing reports.

e.
(1) TITLE AND LOCATION *(City and State)*: Fred Hartman Bridge - Houston, Texas
(2) YEAR COMPLETED — PROFESSIONAL SERVICES | CONSTRUCTION *(If applicable)*
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☐ Check if project performed with current firm
Mr. Madera oversaw the construction of the $91.2 million Fred Hartman Bridge over the Houston Ship Channel in 1985, the largest state-funded project at the time. With a 2,474-foot main span and a 2.1-mile total project length, his responsibilities included coordinating with a Design Consultant, managing payments to the Contractor, and ensuring compliance.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mark Knight	Quality Assurance	30	15

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, LP 1150 Richcrest Dr, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. in Civil Engineering, University of Texas	Reg. State of Texas: NICET IV Soils, NICET IV Concrete, NICET IV Asphalt, ACI, TXDOT 1A Asphalt

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Construction Materials Testing of pavements and utilities, project management, reporting operations, laboratory/ field testing, and marketing.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: CMT Assistant/ Field Technician/ Trainer, HVJ & Associates, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Knight managed the CMT department as well as 27 individual projects. He was solely responsible for moving Paradigm from pen and paper reporting to beginning to use Elmtree's field module electronic reporting with technicians using table PC's to instantly report test results from the field.

b.

(1) TITLE AND LOCATION *(City and State)*: CMT Department Manager, Paradigm Consultants, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022 | CONSTRUCTION *(If applicable)*: n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Knight managed the CMT department as well as 27 individual projects. He was solely responsible for moving Paradigm from pen and paper reporting to beginning to use Elmtree's field module electronic reporting with technicians using table PC's to instantly report test results from the field.

c.

(1) TITLE AND LOCATION *(City and State)*: Office Manager/ Lab Manager/ Project Manager, QC Laboratories, League City, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Knight managed daily operations of League City CMT office personnel, laboratory/ field testing, marketing and reporting operations. He managed and maintained laboratory for A2LA audits. He held the position of Radiation Safety Officer for Houston and League City Offices as well as On-Site manager for 6 Port of Houston Authority Bayport Terminal Projects.

d.

(1) TITLE AND LOCATION *(City and State)*: Senior Technician, Stork Southwestern Labs, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2021 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Knight performed materials testing on construction projects ranging from single family dwellings to federal, state, and city projects.

e.

(1) TITLE AND LOCATION *(City and State)*: Engineering Technician Associated Testing Laboratories, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Knight performed materials testing on construction projects ranging from single family dwellings to federal, state, and city projects.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Mario Barbosa	Graduate Laboratory Engineer	>10	3.5

15. FIRM NAME AND LOCATION *(City and State)*

ATSER 1150 Richcrest Drive, Houston, Texas 77080

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Masters in Civil Engineering, Lamar University- Geotechnical focus	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

NICET II in soil, concrete, and asphalt.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
a.	Ralston Acres Subdivision Drainage Improvements, Houston, Texas	2022	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	As the project manager, Mr. Barbosa focused on supervising field activities, logging soil samples, preparing and assigning the test program, processing and reviewing lab data, preparing geotechnical recommendations for construction and site preparation, performing slope stability analysis, and performing pavement analysis and design for the streets around the vicinity.		
b.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Sandpiper Village Subdivision Drainage Mitigation- Spring, Texas	2021	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	As the project manager for the geotechnical investigation of the new drainage system installation, Mr. Barbosa coordinated and supervised field activities, prepared testing programs, process and reviewed lab data, provided bearing capacities of boring logs, and performed slope stability analysis for the construction of detention basin.		
c.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Waterline Replacement at NearTown- Houston, Texas	2019	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☑ Check if project performed with current firm	
	As the project manager, Mr. Barbosa coordinated field activities without disrupting local business activities, prepared and assigned testing program, processed and reviewed lab data, prepared soil boring logs and geotechnical recommendations for construction and site preparation.		
d.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	Harris County Flood Control- Houston, Texas	2018	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	As the Construction Materials Engineer, Mr. Barbosa focused on quality cotrol by performing density tests on existing soils, selecting materials and cement stabilized sand (CSS) to ensure that it was placed properly and per project specifications.		
e.	(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
	City of Houston- Houston, Texas	2017	N/A
	(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	As the Construction Materials Engineer, Mr. Barbosa focused on quality control for these projects which included overseeing density tests on existing soils, select materials and cement stabilized sand (CSS) to ensure that it was placed properly and per project specifications.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Andrew Martinez	Graduate Field Engineer	4	3

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, L.P. 1150 Richcrest Drive, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Mechanical Engineering, Oklahoma State University	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

TxDOT Sb101 Properties Specialist, TxDOT SB102 Field Specialist, TxDOT Level 1A Plant Mix Specialist, TxDOT Level 1B Roadway Specialist, ACI Concrete Field Testing Grade I

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Metro UAP, Houston, Texas	2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Martinez provided inspection services for Houston Metro (Bus routes and stops), coordinated with 3rd party contractors who are involved in construction developments of Metro bus stops and providing required information to client.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Road Pavement Replacement Project, Miles St., Market St. to Industrial Rd., Houston, Texas	2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Martinez assisted in maintaining a high level of quality assurance for all site materials including: fill materials, existing sub-grade, cement stabilized sand, backfill materials and concrete pavement replacement. He received and reviewed all on-site reports before submitting to ATSER's Sr. Geotechnical Engineer for Final approval.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Restoration of the Harris County Jury Assembly Building, Houston, Texas	2021	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

As the CME Assistant Project Manager in charge of inspection, Mr. Martinez assisted in maintaining a high level of quality assurance for all site materials including: fill materials, existing sub-grade, cement stabilized sand, backfill materials and concrete pavement replacement. He received and reviewed all on-site reports before submitting to ATSER's Sr. Geotechnical Engineer for Final approval.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Testing and Inspection Services to Ascertain Specification Compliance Road Construction of Madera Run Parkway, Humble, Texas	2020	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

As the CME Assistant Project Manager in charge of inspection, Mr. Martinez assisted in maintaining a high level of quality assurance for all site materials including: fill materials, existing sub-grade, cement stabilized sand, backfill materials and concrete pavement replacement. He received and reviewed all on-site reports before submitting to ATSER's Sr. Geotechnical Engineer for Final approval.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Construction Materials Testing (CMT) Technician, ATSER, Houston, Texas	2017	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

As the CME Assistant Project Manager in charge of inspection, Mr. Martinez assisted in maintaining a high level of quality assurance for all site materials including: fill materials, existing sub-grade, cement stabilized sand, backfill materials and concrete pavement replacement. He received and reviewed all on-site reports before submitting to ATSER's Sr. Geotechnical Engineer for Final approval.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Arizola	Forensics Engineer	35	25

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, LP 1150 Richcrest Dr, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
B.S. in Civil Engineering, Texas A&M University 1982	Registered Professional Engineer, Texas No. 63994

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Design, Construction Management, Construction Materials Testing of pavements and utilities.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Houston Airport System (HAS) PN 675 Bush Intercontinental Airport Houston (IAH) Houston, Texas	2022	n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

As a Quality Manager, Mr. Arizola oversaw the Quality Control activities for this $56M taxiway pavement replacement project. He reviewed daily activities and verified testing and inspecting services to ascertain specification compliance including the two detention basins and the interceptor structures.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
HCPID's Perri Road "A" Paving and Drainage from F.M. 1960 to North of Mills Road, Houston, Texas	2022	n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

As the project manager, Mr. Arizola oversaw Quality Assurance for Concrete, Soils and Asphalt Testing. He reviewed daily activities and verified testing and inspecting services to ascertain specification compliance including the two detention basins and the interceptor structures.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Construction Management for the Street and Bridge Department, Houston, Texas	2021	n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Arizola was the Deputy Program Manager, Project Manager, and Resident Engineer on over 135 Street and Bridge projects and associated utilities and drainage for the City of Houston that totaled over $176 million in construction costs. 98% were on time and/or under budget while also utilizing ATSER's Manage-IT software to organize team plan.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Better Streets 2 Neighborhoods Program, Harris County, Texas	2020	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Arizola was the project manager overseeing paving projects for the Harris County Precinct 2 in a program that aimed to repave 500 lane miles within 12 months after the election of a new commissioner. Mr. Arizola developed new overlay standards and pavement repair standards for the program. He then managed the selection and oversight of engineering firms and construction firms to design complete the Work utilizing Mange-IT.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(if applicable)*
Greater Houston Wastewater Program, Houston, Texas	2019	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Mr. Arizola held the role of Project Engineer for the design of an underground waste sewer line in downtown Houston. He performed planning of project functions with consultant firms and city officials. He also coordinated with consultants to identify and avoid potential constructability conflicts such as underground utilities, traffic signaling, etc. Lastly, he developed recommendations for construction safety and compliance.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Emmanuel Alvizo-Zuniga	Technician	7	

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, LP 1150 Richcrest Drive, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Bachelor of Science, Mechatronics Engineering and Mathematics	TxAPA SB 101 (#1594) TxAPA SB 102 (#5732) HMA 1B (#10838) HMA 1A (#4484) ACI Field Grade I (#02146218)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Alvizo is a highly skilled field technician at ATSER with over 8 years of experience in providing construction, engineering, testing, and inspection services.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: METRO Universal Accessibility Program, Field Inspector, Houston, Tx

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Alvizo, as a field inspector for Houston Metro, ensured compliance with METRO's and FTA standards during design and construction inspections. He coordinated with third-party contractors for Metro bus stop construction, examined drawings, tracked work authorization pay items, and submitted detailed daily reports to the METRO project manager.

b.

(1) TITLE AND LOCATION *(City and State)*: Mickey Leland International Terminal (MLIT), Houston, Tx

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Mr. Alvizo, the quality control inspector, conducts on-site inspections for soil, concrete, and asphalt quality control near Terminal D. The project also includes construction management services like administration, inspection, environmental efforts, material testing, asbestos abatement, RFIs, commissioning, subcontract administration, and management.

c.

(1) TITLE AND LOCATION *(City and State)*: Airfield Pavement Repairs, Houston, Tx

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This project involves constructing a new Terminal D-West Pier with 6 wide-body gates, a sterile corridor, and refreshing 12 existing gates in the North Concourse.

d.

(1) TITLE AND LOCATION *(City and State)*: Miscellaneous Pavement Repairs at Ellington Airport, Houston, Tx

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The project involves miscellaneous pavement repairs at Ellington Airport and airfield pavement repairs at the other two airports, covering soil, concrete, and asphalt quality control and workmanship services. ATSER provides daily test reports, focusing on civil works construction materials testing, concrete, and hot mix field testing, including laboratory quality control testing. The project is currently ongoing.

e.

(1) TITLE AND LOCATION *(City and State)*: Houston Airport System (HAS) Airfield Pavement Repairs, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

ATSER is contracted by Flatiron Constructors, Inc. for safety and quality control testing on the Miscellaneous Airfield Pavement Repairs Project at George Bush Intercontinental Airport, Ellington Airport, and William P. Hobby Airport in Houston, Texas. Mr. Alvizo, the quality control inspector, oversees inspection and testing

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Jose Barcenas	Technician	7	

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, LP 1150 Richcrest Drive, Houston, Texas 77060

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Conroe High School, Conroe, TX - Diploma ITT Technical Institute, Houston, TX	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Jose Barcenas is a skilled Field Technician with over two years of experience in construction materials testing and inspection, specializing in concrete, asphalt, and soil testing for major infrastructure projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Reconstruction of Gessner Road, Harris County, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Conducted concrete and asphalt field testing, in-place density testing of utility backfill, field gradations, and stabilized pavement subgrade for a $10.3 million project involving a 4-lane concrete boulevard constructio

b.

(1) TITLE AND LOCATION *(City and State)*: Expansion of George Bush Intercontinental Airport, Houston, Texas

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Performed testing on P-152 embankment/subgrade, P-157 cement stabilized soil, P-304 cement treated base, P-403 asphalt bond breaker, and P-501 concrete pavement. Communicated testing and inspection results to project teams for a $25 million construction project of new wide-body gates and infrastructure.

c.

(1) TITLE AND LOCATION *(City and State)*: Partial Reconstruction of FM 1097

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Carried out in-place density testing on reclaimed cement-treated base, embankment, cement-treated utility backfills, and asphalt surface pavement. Conducted daily sampling and testing to verify compliance with TxDOT specifications for a $7.4 million roadway reconstruction project.

d.

(1) TITLE AND LOCATION *(City and State)*: Miscellaneous Airfield Pavement Repairs

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Provided quality control testing for P-209, P-219, P-157, P-304, P-401, P-403, P-501, and P-610 materials. Designed, tested, and documented mix designs and trial batches for airfield pavement repairs.

e.

(1) TITLE AND LOCATION *(City and State)*: City of Houston Public Works, Sidewalk Program

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: | CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Performed soil sample testing, in-place density testing of cement stabilized sand, and concrete field testing and inspection for sidewalk and driveway reconstruction, new concrete curb, storm drainage, and utility work.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Frederick S. Sunderman	P.E. ASQ, Quality Auditor	30	1

15. FIRM NAME AND LOCATION *(City and State)*

ATSER, L.P.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
University of Houston, Civil Engineering, 2012 (continuing education: concrete, steel, design) Prarie View A&M University, MS, General (Civil/ Environmental) Engineering, 2003 Texas A&M University, BS, Industrial Engineering, 1992	Texas Board of Professional Engineers and Land Surveyors: Professional Engineering Civil 2009 No. 103782, Active

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Quality: Certified Quality Auditor No. 71579. Active

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

S&B Infrastructure- Galveston, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2021-2022	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

As the Project Manager, Mr. Sunderman and the team of ATSER personnel provided engineering services including master planning, transportation design, NEPA environmental documents, drainage system design, environmental site assessments, facility audits, and leaking underground storage tank services. Additionally, ATSER personnel assisted with waste management, site development, water and wastewater system designs, and facilities infrastructure.

b.

(1) TITLE AND LOCATION *(City and State)*

HW Loche- Harris County, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016-2021	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

As the On-site Lead Auditor and Project Engineer, Mr. Sunderman reviewed and commented on Developer (Blue Ridge Transportation Group) Project Management Plan (PMP) and designed submittal per Three Party Comprehensive Development Agreement and associated Technical Provisions. Additionally, he provided on-site verification as well as review while commenting on structural assessments and widening plans.

c.

(1) TITLE AND LOCATION *(City and State)*

KBR Infrastructure. Stantec- El Paso, Texas and Houston, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015-2016	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

As the Technical Professional Structural Engineer, Mr. Sunderman assisted on a large design build project including Loop 375 in El Paso, Texas and IH-2 bridge expansion in South Texas. Additional, he prepared bridge and culvert design packages while leading inspection and load rating team to determine conditions of existing TxDOT bridges and culverts.

d.

(1) TITLE AND LOCATION *(City and State)*

Texas Department of Transportation (TxDOT)- Houston, Texas

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2007-2015	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

As an Engineer, Mr. Sunderman prepared and affixed engineering seal to 33 bridge detail sets which included drawings, quantity estimates and specifications. Additionally, he assisted in further design sub-packages as assigned while also inspecting steel, concrete bridge, and other roadway structures.

e.

(1) TITLE AND LOCATION *(City and State)*

Spring Creek Utility District

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014-Current	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

As the Director, Mr. Sunderman directed a Utility District of 3500 connections and 780 million in assessed valuation. Additionally, he issued tax exempt bonds, 18 million in capital bonds and two refinances of 4 million each. Lastly, he rebuilt the 1.5 MG treatment plan to improve organization and productivity.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14.YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Hirendra Patel, PE	Construction Material Testing Project Manager	35	6

15. FIRM NAME AND LOCATION *(City and State)*
HVJ Associates, Inc., Houston, Texas

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Houston / BS, Engineering Technology, University of Houston	Professional (Civil) Engineer, Texas – No. 103696

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
U.S. Army Corps of Engineers Construction Management Training; Specialized Inspection Training for City of Houston; City of Houston Inspector Training; Hazardous Waste Operation and Emergency Response (HAZWOPER); Member of American Society of Civil Engineers.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
METRO Concrete Repair work at Wheeler & Main.	10/27/2018	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Project Manager on project that involved repair of concrete pavement with associated Base/subgrade repair. For this minimal scope of services, HVJ provided subgrade and Base testing and concrete inspection and testing on site with associated Lab testing.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
METRO - Repair of the Rail at I 610, Houston, Texas.	10/29/2016	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Project Manager for project that involved repair of Metro rail tracks and HVJ provided welding inspection service thru sub provider. Scope of HVJ was to provide structural and welding inspections only.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
***METRO IH-45 N HOV/HOT Lane Shepherd Exit Ramp*, Houston, Texas**	7/29/2017	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☒ Check if project performed with current firm	

Project Manager, project involved construction of Shepherd Exit ramp at IH-45 North, Construction involved removal of existing exit structure including pavement, traffic rails and retaining wall. New ramp was constructed south of the current exit and involved 12" fast track CRCP. Storm sewer system was constructed including detention pond at location of existing ramp. Detention pond included drainage swale with 18" RCP pipe and construction of storm sewers including inlets, riprap. HVJ provided soil testing for backfilled materials over utilities and during detention pond construction. Tested compacted Base material on site. Also, HVJ provided Concrete inspection and testing for fast-track concrete (RCP) and inspected rebar prior to concrete placement. HVJ provided all associated lab testing for soil and concrete.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
METRO-Metro Northwest Transit Center, Houston, Texas	11/8/2008	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

Project Manager for project that included construction of Transit center and involved earthwork, construction of bus and vehicle traffic roadways, curb, walks, ramps, shelters, parking area columns, foundations, pads and buildings, construction of storm sewer systems and appurtenant structures. Project also included construction of steel framed main passenger canopies and pavement including texture concrete paving as indicated on plan. HVJ provided soil inspection and testing on compacted sub grade, backfilled select materials around concrete structures and monitored and tested backfilled soil over utilities. Performed drill shaft inspection, rebar inspections and concrete testing. HVJ provided special inspection for structural steel and conducted welding inspection, masonry inspection. All associated lab testing performed with soil and concrete inspections.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
METRO - N. Post Oak BRT Connection, Houston, Texas	12/1/2020	
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE	☐ Check if project performed with current firm	

Project Principal, project included Water Line construction, excavation, lay down & backfill, Construction of the Roadway Subgrade, Reinforced Concrete Pavement and Concrete Patching within the designated areas in Memorial Bend and Briar Forest area. HVJ provided CMT and inspection services for backfilled material over utilities line, subgrade, concrete repair and concrete pavement. For soil testing HVJ performed lab testing to qualify soil material for select backfill and for utility backfilling. Stabilized subgrade testing & inspection also provided with visual inspections of proof roll of existing grade onsite. HVJ also provided associated lab testing for concrete to evaluate strength of concrete and performed associated soil testing in lab to establish proctor value required to evaluate compaction of soil in field.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Hasen, P.E.	Forensic Engineer	41	25+

15. FIRM NAME AND LOCATION *(City and State)*

HVJ Associates, Inc.

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Professional (Civil) Engineer, Texas – No. 57498 Professional (Civil) Engineer, Louisiana – No. 31862	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Hasen's career encompasses more than 35 years of diverse geotechnical, construction materials, and environmental engineering experience. He has proposed, planned, and executed hundreds of studies of a broad range of facilities, from residential structures to multi-billion dollar wastewater projects.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
USACE Galveston District - New Construction of Flood Control Levee in Orange County, TX		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Principal Geotechnical Engineer. The initial phase of the geotechnical subsurface site investigation for Orange County Flood Protection alignment included fifty-four (54) soil borings at selected locations for a total of 3,800 feet. HVJ performed field coordination, sample pickup, and lab testing and lab data reporting - all according to USACE procedures.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Gorini Marsh, Atkinson Island, Port of Houston Authority, Houston, TX		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Project Manager for geotechnical investigations for dike design, disposal material settlement, and dredge source material characterization. The Port of Houston Authority (PHA) and the U.S. Army Corps of Engineers (USACE) constructed a 220-acre demonstration marsh, using criteria developed by an interagency working group, to identify key environmental and design parameters and management requirements needed for the establishment, growth, and survival of created marsh

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
USACE IDIQ Contract, Galveston District, Galveston, Tx		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Mr. Hasen provided management of geotechnical aspects of work under an IDIQ contract with a predecessor company of AECOM. The projects involved sediment samples and column settlement testing, geotechnical evaluation of rubble breakwater foundations, preliminary design of the Bessie Heights Marsh Restoration, stability analysis of a rock training dike at the mouth of the Colorado River, and design of intertidal to high marsh as the UT Marine Science Institute involved the building of a wetland marsh island just east of the Seabrook shoreline.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ship Channel Widening and Deepening, Lower Galveston Bay Beneficial Use Sites, Houston Ship Channel, Houston, Texas		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

Project Manager for conducting field exploration, lab testing, and engineering analysis as part of the widening and deepening of the Houston Ship Channel. Involved with technical issues that addressed slope stability analysis, evaluation of the suitability of the dredged materials for dike construction, and recommendations for slope configuration along various reaches of the channel. Conducted an extensive field exploration program in the lower Galveston Bay.

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Morgan's Point Shoreline Protection, Morgans Point, Texas		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE ☐ Check if project performed with current firm

As Principal In Charge, provided guidance and review of slope stability analysis and also provided a resource for common dredging and erosion control practices in the Galveston Bay area.

APPENDIX B:

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

STATEMENTS OF QUALIFICATION FOR CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES AND FORENSIC INVESTIGATION AND EVALUATION OF IN-PLACE CONSTRUCTION Hidalgo County, Texas

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
05.08.2024	N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

1. NAME AND TITLE
David Frederick Martinez, Ph.D., P.E., CEO

2. NAME OF FIRM
ATSER, LP

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
281-999-9961	281-999-9962	atserproposals@atser.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) JV PARTNER	(Check) SUBCONTRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	✓			ATSER, LP ☐ CHECK IF BRANCH OFFICE	1150 Richcrest Drive Houston, TX	Referee Testing Engineer
b.			x	HVJ Associates, Inc. ☐ CHECK IF BRANCH OFFICE	3120 South Dairy Ashford, Houston, Texas 77072	Assistant Referee Testing Engineer
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT		20. EXAMPLE PROJECT KEY NUMBER
		1
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
ATSER HCTRA Ship Channel Bridge ID 121020325603075 – Houston, TX	Bridge Project Management Services	65%

23. RELEVANT PROJECTS		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harris County Toll Road Authority	Dir Roberto Trevino	(281) 875-3279

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

HCTRA's cable stayed Ship Channel Bridge in Houston will replace the existing Jesse H. Jones Bridge, a cast-in-place segmental box girder structure that was built in 1982. The projected growth in traffic to almost triple what it is today demanded an increase in travel lanes from 2 to 4 lanes in each direction with full 10-foot shoulders while maintaining the existing right of way boundaries. HCTRA took into consideration the Houston Ship Channel waterway and navigational structures to completely traverse the channel and accommodate future widening and deepening planned by the Port of Houston, resulting in a main span length between pylons of 1,320 feet. The 175-foot vertical clearance to the channel matches that of the Fred Hartman cable-stayed bridge located at the entrance to Galveston Bay. Six teams competed to build this first phase of the project, and Ship Channel Constructors (SCC) a Joint Venture between Traylor Bros. Inc., and Zachry Construction Corporation won the bid of $568 million. The original contract value included construction of new southbound bridge approach bridges, the full concrete segmental cable-stayed main bridge in both travel directions, and the removal of the existing bridge's segmental main span unit. ATSER was named as part of the Program Management Team overseeing the construction and material testing of the new structure.

ATSER provides oversight for all Quality Assurance and Quality Control Construction Material Testing firms on project site. ATSER provided quality management, assuring technician certification, training, proficiency, split samples between laboratories. Addi tonally, ATSER audits laboratory equipment calibration, maintenance, qualifications, and certifications such A2LA etc.

ATSER as part of the PMT worked with COWI on the technical analysis to determine constructibility, tolerability, environmental concerns, and risk analysis. Through value engineering the final recommendation was a negotiated revision to the original main span design to incorporate a concrete and steel girder composite deck system with COWI and a restart of construction with the original contractors through the process of early contractor involvement. ATSER and their Project Management Information System (Manage-IT) and their industry leading Laboratory Information Management System (Assure-IT) are handling the change from a Design Bid Build project to a quasi-Design Build system to fast track the work using work package releases. ATSER was tasked to build the new Quality Assurance Management Plan for the structural steel girder system for both the shop fabrication and the field inspection. ATSER worked with COWI to determine the steel coating system and testing procedures for the final product. As of May 2023, the newly designed main span pylons are under construction and the structural steel shop fabrication facility has been approved. The first mill deliveries of steel to fabricate the structural members is scheduled to arrive within the next month.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) Firm Name	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	ATSER (Prime)	Houston, Texas	Bridge Program Management Team

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Harris County Toll Road Authority Barrier Free Program Management	2020-Current	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harris County Toll Road Authority	Robert Trevino Executive Director	281-889-0247

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope: This project includes the engineering and design services for the following tollway systems: Sam Houston Tollway, Hardy Toll Road, Westpark Tollway, and Fort Bend Parkway. The types of projects include toll plaza replacements or toll plaza rehabilitations with approach work and conversion from traditional cash-lane/electronic toll lane mix to an All-Electronic Tolling environment. The engineering services desired include but are not limited to preparation of plans, specifications, and estimates of costs of construction projects, detailed studies on specific items, or any other toll or engineering-related activity as determined by the HCTRA.

Services provided include negotiating between Harris County Tollway Authority and engineer of record the role of the geotechnical oversight; providing governance and project management for 12 geotechnical segments, providing white papers to standardize and communicate Harris County and TxDOT standards applicable to project, providing independent field audit of existing geotechnical conditions and potential testing requirements per existing segment conditions, evaluating proposed geotechnical scopes and budgets and provided recommendations for re-evaluation against ATSER® field analysis.

Process Enhancements included implementing communication channels between design groups and Providing system to audit geotechnical subconsultants proposed budgets. ATSER®Value Added for Harris County Toll Road through program wide implementation of geotechnical guidance. Roadway segments geotechnical budgets were baselined and normalized. Outlier segments were analyzed for completeness and appropriateness of work proposed. This process still allowed variance in testing by individual segment geotechnical engineers where increased testing due to conditions or design structural requirements warranted increased testing procedures. Standardization lowered project costs and enhanced geotechnical engineering report quality to their segment engineers of record.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	ATSER, LP	Houston, Texas	Geotechnical Management
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Glacier Drive, Polebridge Loop, and North Fork of the Flathead River		

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
FHWA, USDOT		

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Glacier Drive and Polebridge Loop:
Reconstruction of Glacier Drive: This will extend for 1.3 miles from the end of the Polebridge Bridge to the intersection with Polebridge Loop (MP 0.2 to 1.5) to provide a 20-foot-wide roadway.

Proposed Traffic Control During Construction: Construction-related delays to public traffic are expected, with a maximum of 30 minutes per passage through the project area.

North Fork Road:

Aggregate Surface Course: A high-quality aggregate surface course will be applied to North Fork Road to improve its aesthetics and durability, ensuring a longer lifespan and reduced maintenance needs.

Create Drainage Ditch: A new drainage ditch will be constructed alongside North Fork Road to enhance water management, prevent water accumulation, and maintain the road's structural integrity.

Glacier Drive:Variable Depth Recycled Aggregate Base & Riding Surface: This approach will use variable-depth recycled aggregate for the base and riding surface of Glacier Drive, ensuring road stability while minimizing environmental impact.

Ditch Lines: Ditch lines will be established along Glacier Drive to optimize water runoff, prevent erosion, and promote efficient drainage.

Blankenship Road/Benton Stage Road:Recycled 8" Aggregate Base & Riding Surface: Recycled materials will be used for an 8-inch aggregate base and riding surface on Blankenship Road and Benton Stage Road. This eco-friendly approach not only improves road quality but also reduces waste.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	ATSER	1150 Richcrest Drive, Houston, Texas	Construction Services
b.			
c.			
d.			
e.			
f.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Harris County Road Construction, Harris County, Texas	NA	June 2021-current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Harris County Engineering Department	Corey Ritter corey.ritter@eng.hctx.net	713-274-1559

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Scope: Construction materials testing and inspection for a $10.1 million-dollar project that added and reconstructed Gessner Rd from West Road to Beltway 8. The reconstruction consists of access management through median opening modifications (matching existing right of way), sidewalks and driveways replacement, upgrading subsurface public utilities, two dry bottom detention ponds, and associated landscaping. Services Provided include:

- Retrieval of soil samples for cement-stabilized sand, stabilized base, and/or backfill materials.

  OMD Standard Proctor - Treated (D698), OMD Modified Proctor - Treated (Tex-120-E), Cement Sand Compressive Strength (D1633), Soil Atterberg Limits (ASTM D4318), Soil Finer than -200 Sieve (AASHTO T11, ASTM D1140) and Optimum Lime Content - pH Method (D6276)

- In-place density on a bituminous concrete base and surface roadway repair.
- Asphalt laboratory testing that includes: Determination of Density and Maximum Theoretical Gravity of Compacted Bituminous Mixture (TEX-207-F), Molding Superpave Specimens (TEX-241-F), Extraction Gradation (ASTM D6307) and Theoretical Maximum Specific Gravity (RICE) of Bituminous Mixture (ASTM D-2041) Asphalt roadway base and surface bulk specific gravity testing on asphalt cores.
- In-place density test on utility backfill, structure backfill, paving subgrade, and stabilized paving subgrade.
- Concrete field testing of slope paving, wing walls, retaining walls, and roadway paving.
- The excavated detention pond material was used for roadway embankment/fill. Required, sampling, classifying, and reporting of materials characteristics in a timely manner.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	ATSER, LP	Houston, Texas	Construction Materials Testing
b.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION *(City and State)* USACE Galveston District - Freeport and Vicinity Coastal Storm Risk Management Project	22. YEAR COMPLETED PROFESSIONAL SERVICES: CONSTRUCTION *(If applicable)*:

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
USACE Galveston District	Kimberly Heenan	512-468-4829

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project entailed comprehensive geotechnical engineering and environmental restoration efforts, with a focus on various aspects of sediment analysis, stability evaluation, and design of marine structures. Key Components:Sediment Samples and Column Settlement Testing:Conducted extensive sediment sampling and column settlement testing to assess the geotechnical properties of the soil. Analyzed sediment samples to determine particle size distribution, compressibility, and consolidation characteristics, providing crucial data for subsequent engineering analyses. Geotechnical Evaluation of Rubble Breakwater Foundations:Evaluated the geotechnical stability of rubble mound breakwater foundations. Assessed the bearing capacity and settlement potential of the foundation materials to ensure structural integrity and longevity of the breakwater. Preliminary Design of the Bessie Heights Marsh Restoration:Developed preliminary designs for the restoration of the Bessie Heights Marsh. Focused on restoring natural hydrology, improving habitat conditions, and enhancing the ecological function of the marsh. Stability Analysis of a Rock Training Dike at the Mouth of the Colorado River:Conducted stability analysis for the proposed rock training dike. Evaluated potential failure modes and provided recommendations for design improvements to enhance stability and resilience. Design of Intertidal to High Marsh for UT Marine Science Institute:Designed intertidal to high marsh habitats for the UT Marine Science Institute. The project involved creating a wetland marsh island east of the Seabrook shoreline. Conducted a geotechnical investigation to prepare for island construction, ensuring suitability of site conditions. HVJ Geotechnical Investigation and Reporting:HVJ performed a detailed geotechnical investigation per EM 1110-1-1804 standards. The investigation included the preparation of a comprehensive report that presented:Stability analysis of the proposed breakwaters. Estimates of bottom displacement and side slopes for wetland mounds. Assessment of properties of borrow source material. Engineering analyses of recommended cross-section stability were performed per EM 1110-2-1902 standards. Outcome:The project successfully integrated geotechnical engineering principles with environmental restoration techniques to design and implement stable and sustainable marine structures. The detailed investigations and analyses ensured the proposed designs met the necessary stability and environmental criteria, contributing to the overall success and longevity of the restoration and construction efforts.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	HVJ Associates, Inc.	Houston, Texas	Construction Services
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

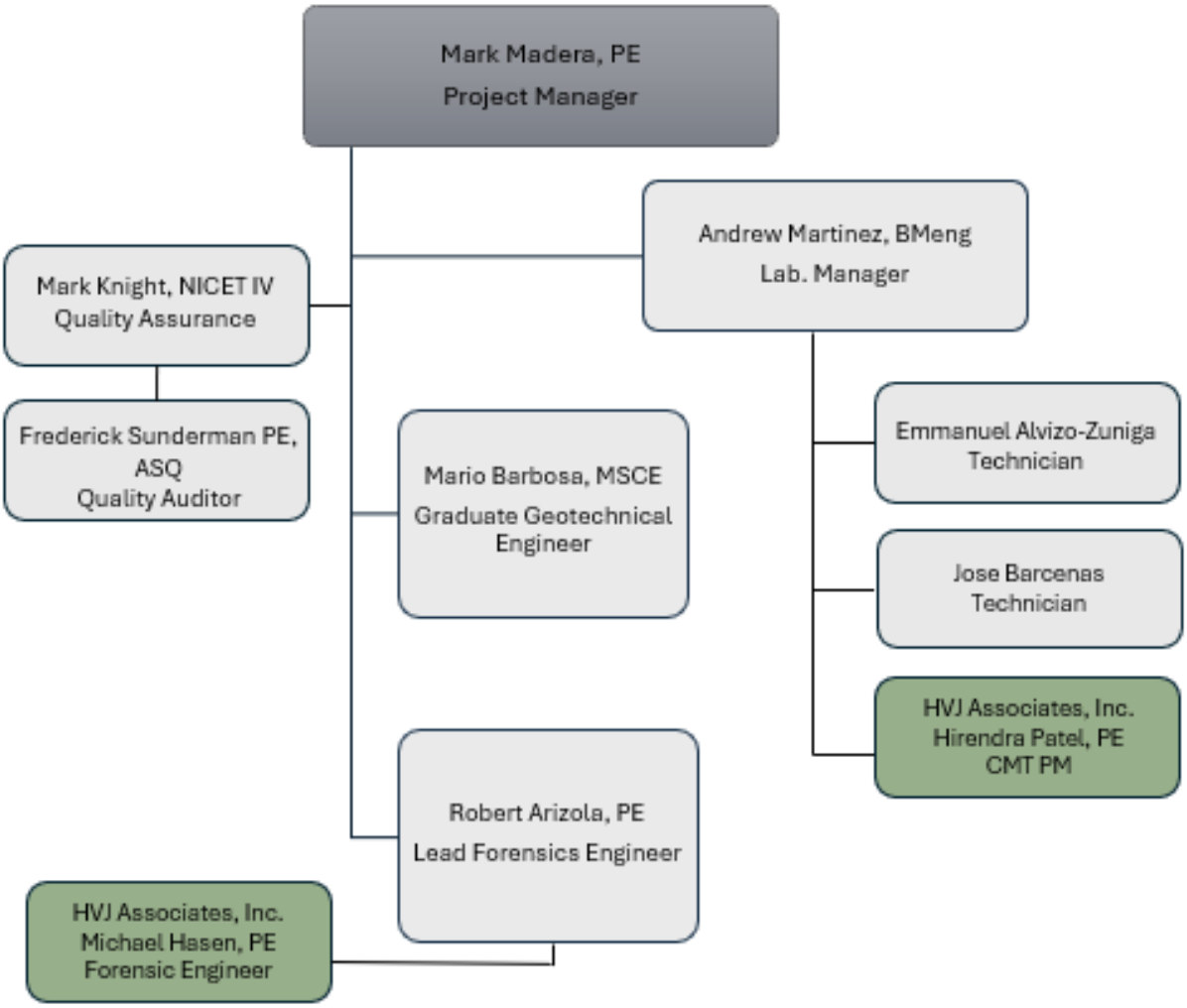
26. NAMES OF KEY PERSONNEL *(From Section E, Block 12)*	27. ROLE IN THIS CONTRACT *(From Section E, Block 13)*	28. EXAMPLE PROJECTS LISTED IN SECTION F *(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)*									
		1	2	3	4	5	6	7	8	9	10
Mark Madera	Project Manager	X	X	X	X						
Frederick Sunderman	Quality Auditor	X	X	X							
Mark Knight	Quality Assurance	X	X	X	X						
Mario Barbosa	Graduate Laboratory Engineer	X	X		X						
Andrew Martinez	Graduate Field Engineer	X	X	X	X						
Robert Arizola	Forensics Engineer	X	X		X						
Emmanuel Alvizo-Zuniga	Technician	X	X	X	X						
Jose Barcenas	Technician		X	X	X						
Hirendra Patel	Construction Materials Testing, HVJ Project Manage		X			X					
Michael Hasen	HVJ Forensic Engineer		X			X					

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*	NUMBER	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	ATSER Harris County Toll Road Authority Ship Channel Bridge	6	
2	Harris County Toll Road Authority Barrier Free Program Management	7	
3	Glacier Drive, Polebridge Loop, and North Fork of the Flathead River	8	
4	Harris County Road Construction, Harris County, Texas	9	
5	USACE Galveston District - Freeport and Vicinity Coastal Storm Risk Management Project	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

David Frederick Martinez and Chief Executive Officer

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: 0458

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM *(or Branch Office)* NAME: ATSER, L.P.	3. YEAR ESTABLISHED: 1998
	4. UNIQUE ENTITY IDENTIFIER: 617-34-9712
2b. STREET: 1150 Richcrest Dr.	5. OWNERSHIP
2c. CITY: Houston; 2d. STATE: TX; 2e. ZIP CODE: 77060	a. TYPE: Limited Partnership
	b. SMALL BUSINESS STATUS: Yes
6a. POINT OF CONTACT NAME AND TITLE: David Frederick Martinez, Ph.D., P.E. - Chief Executive Officer	7. NAME OF FIRM *(If Block 2a Is a Branch Office)*: N/A
6b. TELEPHONE NUMBER: 281.999.9961; 6c. EMAIL ADDRESS: dfm@atser.com	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
ATSER Corporation ATSER, L.L.C.	1993	

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	27	
12	Civil Engineers	5	
14	Computer Programmers	14	
55	Soil Engineers	3	
58	Technicians	16	
	Other Employees		
	Total	65	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
A06	Airports, Terminals	5
C15	Construction Management	6
E02	Educational Facilities	5
F05	Forensic Engineering	3
H07	Highways; Streets; Airfield Paving	6
R03	Railroad; Rapid Transit	3
S05	Soil & Geologic Study; Foundations	3
T02	Testing and Inspection Services	5

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE:

b. DATE: 04/19/2024

c. NAME AND TITLE: David Frederick Martinez, Ph.D., P.E., - Chief Executive Officer

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM *(or Branch Office)* NAME: HVJ Associates, Inc.		3. YEAR ESTABLISHED: 1985	4. UNIQUE ENTITY IDENTIFIER:
2b. STREET: 6120 South Dairy Ashford			5. OWNERSHIP a. TYPE: Corporation
2c. CITY: Houston	2d. STATE: TX	2e. ZIP CODE: 77072	b. SMALL BUSINESS STATUS: Metro of Harris Co. SBE
6a. POINT OF CONTACT NAME AND TITLE: Sanjeev Sanjeevan, PE / Vice President			7. NAME OF FIRM *(If Block 2a is a Branch Office)*
6b. TELEPHONE NUMBER: 281-93-7388	6c. EMAIL ADDRESS: ssanjeevan@hvj.com		

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	16	13
12	Civil Engineer	17	12
30	Geologist	1	1
58	Technician/Analyst	41	35
	Other	11	11
	Other Employees		
	Total	86	72

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
S05	Soils & Geologic Studies Foundation	6
T02	Testing & Inspection Services	6
E09	Environ. Impact Studies/Assessment	1
H07	Highways/Streets/Airfield/Parking	7

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

b. SIGNATURE: S. Sanjeevan	b. DATE: 3/25/2024
c. NAME AND TITLE: Sanjeev Sanjeevan, PE / Vice President	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (*or Branch Office*) NAME	HVJ South Central Texas – M&J, Inc.
2b. STREET	206 W Rhapsody Drive
2c. CITY	San Antonio
2d. STATE	TX
2e. ZIP CODE	78216
3. YEAR ESTABLISHED	2016
4. UNIQUE ENTITY IDENTIFIER	
5. OWNERSHIP a. TYPE	Corporation
b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE	Syed Jafar, PE - Executive Vice President
6b. TELEPHONE NUMBER	210.372.8596
6c. EMAIL ADDRESS	SJafar@hvj.com
7. NAME OF FIRM *(If Block 2a is a Branch Office)*	

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
12	Civil Engineering	20	
30	Geologist	2	
58	Technical	34	
02	Administrative	8	
	Other Employees		
	Total	64	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
S05	Soils & Geologic Studies Foundation	7
T02	Testing & Inspection Services	7

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 6/14/2024

c. NAME AND TITLE: Syed Jafar, PE - Executive Vice President

Appendix C:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

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 _____ 06.13.2024

Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Appendix D:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/16/2024

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 Brady, Chapman, Holland & Associates 10055 West Gulf Bank Houston TX 77040	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 713-688-1500 **FAX (A/C, No):** 713-688-7967 **E-MAIL ADDRESS:** ecerts@bch-insurance.com
INSURED ATSERSYSTE Atser, LP 1150 Richcrest Drive Houston TX 77060	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Admiral Insurance Company — 24856 **INSURER B :** Continental Insurance Company — 35289 **INSURER C :** National Fire Ins. Co. of Hartford — 20478 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 991804398 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7034284064	8/6/2023	8/6/2024	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			7034284081	8/6/2023	8/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7034284078	8/6/2023	8/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7034284050	8/6/2023	8/6/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO00003260208	8/6/2023	8/6/2024	Each Claim Aggregate	2,000,000 2,000,000

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

The policy includes Blanket additional insured on the general liability per form CNA74858 0115 and CNA75079 1016 automobile per form CA2048 1013, with a waiver of subrogation on the general liability per form CNA74858 0115, automobile per form CA0443 1120 and workers compensation per form WC420304B when required by written contract. This insurance is primary and non-contributory as respects general liability per form CNA74858 0115 and Auto as per form CNA71527 1012. The policy includes a Blanket 30 day Notice of Cancellation on the automobile per form CNA68021 0213 and workers compensation per form WC420304B 0614 as required by written contract.

CERTIFICATE HOLDER

*INFORMATION ONLY
INFORMATION ONLY
INFORMATION ONLY

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

Jeff Brady

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Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

ATSER, L.P.

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories: Certification Number: 21-7-4322

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 541330: ENGINEERING SERVICES
NAICS 541380: TESTING LABORATORIES (EXCEPT MEDICAL, VETERINARY)
NAICS 541511: COMPUTER SOFTWARE PROGRAMMING SERVICES, CUSTOM
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 561110: OFFICE ADMINISTRATIVE SERVICES

Director of Office of Business Opportunity

ATSER, L.P.
1150 Richcrest Drive
Houston, TX 77060
Certification #21-7-4322
Dear David Martinez:

CONGRATULATIONS! Your application for certification as a City of Houston Disadvantaged Business Enterprise (DBE) is approved. The approval is contingent upon your firm maintaining certification eligibility and cooperation with the annual update process on each anniversary date.

We have certified ATSER, L.P., only for Geotechnical,(CMT)Construction & Program Mgmt. Environmental and Computer Programming Services, Engineering Services, Administrative management and General Management Consulting Services, and Office Administrative Services. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 541330: ENGINEERING SERVICES
NAICS 541380: TESTING LABORATORIES (EXCEPT MEDICAL, VETERINARY)
NAICS 541511: COMPUTER SOFTWARE PROGRAMMING SERVICES, CUSTOM
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 561110: OFFICE ADMINISTRATIVE SERVICES

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Each year, one month prior to the anniversary date of your certification, you will receive instructions on how to complete the Annual Update Form and Affidavit. This form must be completed and returned along with a signed copy your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C). Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification application or in the execution of a contract, will be reason for revocation of certification for up to a five-year period.

It is your responsibility to periodically monitor the online M/W/S/DBE Directory at https://houston.mwdbe.com/VendorSearch.asp to ensure the accuracy of your contact information and profile. Attached is a copy of your firm's certification profile. If there are any changes to your firm's contact information (name, address, phone, fax, email), please contact our office immediately at (832) 393-0600 so that the appropriate adjustments can be made.

HVJ South Central Texas-M&J, Inc.
Attn: Muhammad Mustafa
4201 Freidrich Lane
Suite 110
Austin, TX 78744

RE: DBE/ACDBE ANNUAL REVIEW

Dear Mr. Mustafa:

Congratulations!

This letter is to inform HVJ South Central Texas-M&J, Inc. that the January 2, 2020 annual review has been completed. This review confirms the continued eligibility of the firm as a Disadvantaged Business Enterprise (DBE) for purposes of the US Department of Transportation's (DOT) Disadvantaged Business Enterprise (DBE) Program. The City of Austin is a member of the Texas Unified Certification Program (TUCP) and adheres to the DOT standards set forth in 49 CFR Part 26 and Part 23.

If you are a certified Interstate DBE/ACDBE, as such, we are continuing to recognize your current certification with your home agency.

This DBE certification is valid at any Texas entity that receives DOT funds and has a DBE Program for the following NAICS Code(s):
NAICS 541330: ENGINEERING SERVICES
NAICS 541330: ENVIRONMENTAL ENGINEERING SERVICES
NAICS 541330: GEOLOGICAL ENGINEERING SERVICES
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES
NAICS 541380: SOIL TESTING LABORATORIES OR SERVICES
NAICS 541380: TESTING LABORATORIES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

As a DBE you must provide to the recipient (SMBR), every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owner(s) before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the recipient under paragraph (i) of this section. The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts. If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

This firm's next Annual Review documents are due prior to December 31, 2020.

If you are a City of Austin registered vendor, you are responsible for maintaining accurate information on your vendor profile. You are asked to update any changes related to your business in the City's Vendor Connection system at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. You can perform these changes daily from 7:00AM to 7:00PM. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at vendorreg@austintexas.gov.

Thank you for your interest in the program and we wish you continued success. Please contact the City of Austin's Certification Division at (512) 974-7645 if you need further information.

Ana Bernal
Business Development Counselor I
512-974-7014 or Ana.Bernal@austintexas.gov.

Certified Profile

Business & Contact Information

BUSINESS NAME	**HVJ Associates, Inc.**
OWNER	**Herbert V. Johnson**
ADDRESS	**6120 South Dairy Ashford Road** **Houston, TX 77072** [map]
PHONE	**281-933-7388**
FAX	**281-933-7293**
EMAIL	**hjohnson@hvj.com**
WEBSITE	**http://www.hvj.com**

Certification Information

CERTIFYING AGENCY	**City of Houston**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Geotechnical Testing Laboratories or Services/ Engineering and Environmental Consulting Services/ Construction Management**

Commodity Codes

Code	Description
NAICS 236220	Construction management, commercial and institutional building
NAICS 237110	Construction management, water and sewage treatment plant
NAICS 237110	Construction management, water and sewer line
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, tunnel
NAICS 541330	Engineering services
NAICS 541380	Geotechnical testing laboratories or services
NAICS 541620	Environmental consulting services

MTC
MATERIALS TESTING CENTER

USACE CERTIFICATE OF LABORATORY VALIDATION

ERDC

Atser, LP

1150 Richcrest Drive
Houston, TX,
Samuel Sauceda
(832) 457-5025

has demonstrated, by abbreviated audit of its AASHTO accreditation, or by inspection of required records, equipment, procedures, facilities, and/or final reports, its proficiency to perform testing of construction materials, as established by the quality standards of AASHTO R 18 guidance and the requirements of the applicable ASTM standards.

THIS USACE CERTIFICATE OF LABORATORY VALIDATION IS ACCURATE AS OF ITS DATE AND TIME OF GENERATION:

27 SEP 2021 AT 10:41 HOURS

ALL METHODS LISTED ON THIS CERTIFICATE OF VALIDATION WILL EXPIRE ON 09/22/2023

PLEASE CONFIRM THE CURRENT VALIDATION STATUS OF THIS LABORATORY USING THE SEARCH FEATURE ON OUR PUBLIC WEBSITE: https://mtc.erdc.dren.mil

Chad A. Gartrell, PE, Director
USACE Materials Testing Center
Vicksburg, Mississippi, USA

AGGREGATE

Aggregate - C 40 - Opt - Organic Impurities
Aggregate - D 75 - Opt - Sampling
Aggregate - C 117 - Req - Material Finer than 75 µm (No. 200) Sieve
Aggregate - C 127 - Req - Specific Gravity & Absorption in Coarse Aggregate
Aggregate - C 128 - Req - Specific Gravity & Absorption in Fine Aggregate
Aggregate - C 131 - Opt - Los Angeles Abrasion Resistance on Small-Size Coarse Aggregate
Aggregate - C 136 - Req - Sieve Analysis of Aggregates
Aggregate - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Aggregate - C 566 - Opt - Total Moisture Content
Aggregate - C 702 - Opt - Reducing Samples to Testing Size
Aggregate - C 1077 - Opt - Concrete and Concrete Aggregate Testing Standards (Quality Standards)
Aggregate - C 1252 - Opt - Uncompacted Void Content of Fine Aggregate (as influenced by particle shape, surface texture, and grading)
Aggregate - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

BITUMINOUS

Bituminous - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Bituminous - D 979 - Req - Sampling Bituminous Paving Mixtures
Bituminous - D 1560 - Req - Resistance to Deformation & Cohesion by Hveem
Bituminous - D 2041 - Req - Theoretical Maximum Specific Gravity & Density (Rice)
Bituminous - D 2726 - Req - Bulk Specific Gravity and Density
Bituminous - D 3203 - Req - Percent Air Voids
Bituminous - D 3666 - Opt - Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
Bituminous - D 5444 - Req - Mechanical Size Analysis of Extracted Aggregate
Bituminous - D 6307 - Req - Asphalt Content of Hot-Mix Asphalt by Ignition Method

SOILS

Soils - E 329 - Opt - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
Soils - D 421 - Req - Dry Preparation for Particle Size Distribution & Soil Constants
Soils - D 422 - Req - Particle Size Analysis
Soils - D 698 - Req - Compaction Characteristics by Standard Effort
Soils - D 854 - Req - Specific Gravity of Soils
Soils - D 1140 - Req - Material Finer than 75 m (No. 200) Sieve
Soils - D 1557 - Req - Compaction Characteristics by Modified Effort
Soils - D 1883 - Req - CA Bearing Ratio (CBR)
Soils - D 2166 - Req - Unconfined Compressive Strength
Soils - D 2216 - Req - Water Content
Soils - D 2435 - Req - One-Dimensional Consolidation Properties
Soils - D 2487 - Req - Classification of Soils
Soils - D 2488 - Req - Description & Identification of Soils (Visual-Manual Procedure)
Soils - D 3740 - Opt - Soil and Rock Testing Standards (Quality Standard)
Soils - D 4318 - Req - Liquid & Plastic Limits & Plasticity Index
Soils - D 4546 - Req - One-Dimensional Swell or Settlement Potential
Soils - D 4643 - Req - Determination of Water Content of Soil by Microwave Oven
Soils - D 4972 - Opt - pH of Soils
Soils - D 6938 - Req - Density and Water Content by Shallow Depth Nuclear Method

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and

2. Company will not boycott Israel during the term of the contract.

Company Name: ATSER, LP

SIGNED BY:

Print Name & Title: David Frederick Martinez, Ph.D., P.E., CEO

Date Signed: 06.13.2024

The following definitions apply to this state statute:

(1) "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; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company if the Company has 10 or more full-time employees and the contract for goods or services (which includes contracts formed through purchase orders) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

ATSER LP
1150 Richcrest Drive
Houston, TX 77060
Dr. Suresh Gudavalli, P.E. Phone: 281 999 9961
Email: Suresh.gudavalli@atser.com

Valid To: March 31, 2025 Certificate Number: 0456.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation);
D3666 (Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials);
D3740 (Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction);
E329 (Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection)

CONSTRUCTION MATERIALS TESTING

Test Method:	**Test Description:**
Aggregates:	
ASTM C117	Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C131/C131M	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136/C136M	Sieve Analysis of Fine and Coarse Aggregates
ASTM C142/C142M	Clay Lumps and Friable Particles in Aggregates
ASTM C566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C702/C702M	Reducing Samples of Aggregate to Testing Size
ASTM D75/D75M[1]	Sampling Aggregates
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate
Tex-403-A	Saturated Surface-Dry Specific Gravity and Absorption of Aggregates
Tex-404-A	Determining Unit Mass (Weight) of Aggregates

5202 Presidents Court, Suite 220 | Frederick, MD 21703-8515 | Phone: 301 644 3248 | Fax: 240 454 9449 | www.A2LA.org

Test Method:	Test Description:
Bituminous:	
ASTM D75/D75M[1]	Sampling Aggregates
ASTM D979/D979M[1]	Sampling Bituminous Paving Mixtures
ASTM D1560	Resistance to Deformation and Cohesion of Bituminous Mixtures by Means of Hveem Apparatus
ASTM D2041/D2041M	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2726/D2726M	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950/D2950M[1]	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203/D3203M	Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3549/D3549M (Method A only)[1]	Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D6307	Asphalt Content of Hot-Mix Asphalt by Ignition Method
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures
Tex-206-F	Compacting Specimens Using the Texas Gyratory Compactor (TGC)
Tex-207-F (Except Part VI and VIII)	Determining Density of Compacted Bituminous Mixtures
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures
Tex-217-F	Determining Deleterious Material and Decantation Test for Coarse Aggregates
Tex-222-F[1]	Sampling Bituminous Mixtures
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method
Concrete:	
ASTM C31/C31M[1]	Making and Curing Concrete Test Specimens in the Field
ASTM C39/C39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C138/C138M[1]	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143/C143M[1]	Slump of Hydraulic-Cement Concrete
ASTM C172/C172M[1]	Sampling Freshly Mixed Concrete
ASTM C173/C173M[1]	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174/C174M	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C192/C192M	Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M[1]	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C293/C293M	Flexural Strength of Concrete (Using Simple Beam With Center-Point Loading)
ASTM C617/C617M	Capping Cylindrical Concrete Specimens
ASTM C1064/C1064M[1]	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1231/C1231M	Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders

Test Method:	Test Description:
Soils:	
ASTM D421 (Withdrawn 2016)[2]	Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
ASTM D422 (Withdrawn 2016)[2]	Particle-Size Analysis of Soils
ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer
ASTM D1140	Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D2488[1]	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D3282	Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4718	Unit Weight and Water Content for Soils Containing Oversize Particles
ASTM D6913/6913M	Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
ASTM D6938[1]	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
Tex-120-E	Soil-Cement Testing

[1] This laboratory performs field testing activities for these tests.

[2] This laboratory's scope contains withdrawn or superseded methods. As a clarifier, this indicates that the applicable method itself has been withdrawn or is now considered "historical" and not that the laboratory's accreditation for the method has been withdrawn.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

ATSER LP
1150 Richcrest Drive
Houston, TX 77060
Dr. Suresh Gudavalli, P.E. Phone: 281 999 9961
Email: Suresh.gudavalli@atser.com

GEOTECHNICAL

Valid To: March 31, 2025 Certificate Number: 0456.02

In recognition of the successful completion of the A2LA evaluation process (including an assessment of the laboratory's compliance with the A2LA R209 – Specific Requirements for Harris County/Houston, TX: Geotechnical Engineering Testing Laboratory Accreditation Program), accreditation is granted to this laboratory to perform the following tests under the ASTM recommended practice D3740:

Test Method:	**Test Description:**
Soils:	
ASTM D421 (Withdrawn 2016)[1]	Dry Preparation of Soil Samples for Particle-Size Analysis and Determination of Soil Constants
ASTM D422 (Withdrawn 2016)[1]	Particle-Size Analysis of Soils
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer
ASTM D1140	Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1883	CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM D2166	Unconfined Compressive Strength of Cohesive Soil
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2435	One-Dimensional Consolidation Properties of Soils Using Incremental Loading
ASTM D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D2488[2]	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D2850	Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils
ASTM D4221	Dispersive Characteristics of Clay Soils by Double Hydrometer
ASTM D4318	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4546	One-Dimensional Swell or Collapse of Cohesive Soils
ASTM D4647/D4647M	Identification and Classification of Dispersive Clay Soils by the Pinhole Test
ASTM D4718	Unit Weight and Water Content for Soils Containing Oversize Particles
ASTM D4767	Consolidated Undrained Triaxial Compression Test for Cohesive Soils
ASTM D6572	Determining Dispersive Characteristics of Clay Soils by the Crumb Method
ASTM D6913/6913M	Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

Test Method:	**Test Description:**
ASTM D7928	Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis
Soil-Cement:	
ASTM D558	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D1633 (Withdrawn 2016)[1]	Compressive Strength of Molded Soil-Cement Cylinders

[1] This laboratory's scope contains withdrawn or superseded methods. As a clarifier, this indicates that the applicable method itself has been withdrawn or is now considered "historical" and not that the laboratory's accreditation for the method has been withdrawn.

[2] This laboratory performs field testing activities for these tests.

Accredited Laboratory

A2LA has accredited

ATSER LP

Houston, TX

for technical competence in the field of

Construction Materials Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 *General requirements for the competence of testing and calibration laboratories*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-IAF Communiqué dated April 2017*).

Presented this 14th day of June 2023.

Mr. Trace McInturff, Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 0456.01
Valid to March 31, 2025

For the tests or types of tests to which this accreditation applies, please refer to the laboratory's Construction Materials Scope of Accreditation.

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

HVJ ASSOCIATES, INC.
6120 South Dairy Ashford Road
Houston, TX 77072
Mayur Patel Phone: 281 933 7388

Valid To: May 31, 2025 Certificate Number: 0066.01

In recognition of the successful completion of the A2LA evaluation process, accreditation is granted to this laboratory for:

CONSTRUCTION MATERIALS ENGINEERING

ASTM: C1077 (Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation);
D3666 (Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials);
D3740 (Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction);
E329 (Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection).

CONSTRUCTION MATERIALS TESTING

Test Method:	**Test Description:**
Aggregates:	
ASTM C29/C29M	Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88/C88M	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C128	Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate
ASTM C131/C131M	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136/C136M	Sieve Analysis of Fine and Coarse Aggregates
ASTM C566	Total Evaporable Moisture Content of Aggregate by Drying
ASTM C702/C702M	Reducing Samples of Aggregate to Testing Size
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate
Tex-402-A	Fineness Modulus of Fine Aggregate
Tex-403-A	Saturated Surface-Dry Specific Gravity and Absorption of Aggregates
Tex-406-A	Material Finer Than No. 200 Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)

Aggregates *(cont.)*:	
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete
Tex-410-A	Abrasion of Coarse Aggregate using the Los Angeles Machine
Bituminous:	
ASTM D979[1]	Sampling Bituminous Paving Mixtures
ASTM D2950[1]	Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3549	Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D3665[1]	Random Sampling of Construction Materials
ASTM D6307	Asphalt Content of Hot-Mix Asphalt by Ignition Method
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate
Tex-203-F	Sand Equivalent Test
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures
Tex-206-F (Part III)	Compacting Specimens using the Texas Gyratory Compactor (TGC)
Tex-207-F	Determining Density of Compacted Bituminous Mixtures
Tex-208-F (Part I)	Test for Stabilometer Value of Bituminous Mixtures
Tex-222-F	Sampling Bituminous Mixtures
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method
Cement:	
ASTM C780 Annex A.6	Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry
Concrete:	
ASTM C31/C31M[1]	Making and Curing Concrete Test Specimens in the Field
ASTM C39/C39M	Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M[1]	Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C138/C138M[1]	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C143/C143M[1]	Slump of Hydraulic-Cement Concrete
ASTM C172/C172M[1]	Sampling Freshly Mixed Concrete
ASTM C173/C173M[1]	Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174/C174M	Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C192/C192M	Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M[1]	Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C496/C496M	Splitting Tensile Strength of Cylindrical Concrete Specimens
ASTM C617/C617M	Capping Cylindrical Concrete Specimens
ASTM C805/C805M[1]	Rebound Number of Hardened Concrete
ASTM C1064/C1064M[1]	Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1231/C1231M	Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
Lime:	
Tex-600-J[1]	Sampling and Testing Lime (Part III - Bulk Density)

Test Method:	Test Description:
Masonry:	
ASTM C1019	Sampling and Testing Grout
Soils:	
ASTM D558/D558M	Moisture-Density (Unit Weight) Relations of Soil-Cement Mixtures
ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort
ASTM D854	Specific Gravity of Soil Solids by Water Pycnometer
ASTM D1140	Determining the Amount of Material Finer than 75-µm (No. 200) Sieve in Soils by Washing
ASTM D1557	Laboratory Compaction Characteristics of Soil Using Modified Effort
ASTM D1633	Compressive Strength of Molded Soil-Cement Cylinders
ASTM D1883	CBR (California Bearing Ratio) of Laboratory-Compacted Soils
ASTM D2166/D2166M	Unconfined Compressive Strength of Cohesive Soil
ASTM D2216	Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2487	Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D2488[1]	Description and Identification of Soils (Visual-Manual Procedure)
ASTM D2850	Unconsolidated-Undrained Triaxial Compression Test on Cohesive Soils
ASTM D4221	Dispersive Characteristics of Clay Soil by Double Hydrometer
ASTM D4318/D4318M	Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4647/D4647M	Identification and Classification of Dispersive Clay Soils by the Pinhole Test
ASTM D4718/D4718M	Unit Weight and Water Content for Soils Containing Oversize Particles
ASTM D6938[1]	In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
ASTM D7928	Particle Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis

[1] This laboratory performs field testing activities for these tests.

[2] This laboratory's scope contains withdrawn or superseded methods. As a clarifier, this indicates that the applicable method itself has been withdrawn or is now considered "historical" and not that the laboratory's accreditation for the method has been withdrawn.

Accredited Laboratory

A2LA has accredited

HVJ ASSOCIATES, INC.

Houston, TX

for technical competence in the field of

Construction Materials Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 *General requirements for the competence of testing and calibration laboratories*. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (*refer to joint ISO-ILAC-IAF Communiqué dated April 2017*).

Presented this 9th day of May 2023.

Mr. Trace McInturff, Vice President, Accreditation Services
For the Accreditation Council
Certificate Number 0066.01
Valid to May 31, 2025

For the tests to which this accreditation applies, please refer to the laboratory's Construction Materials Scope of Accreditation.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2024- 35

APPROVING DESIGNATION OF HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 23rd day of July 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, in accordance with the Hidalgo County 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 Hidalgo County 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 Hidalgo County Metropolitan Planning Organization Policy Board.

Section 3. The Board of Directors hereby appoints Vice Chairman, Ezequiel Reyna, Jr., as the alternate member of the Hidalgo County Metropolitan Planning Organization Policy Board.

Section 4. The Board of Directors hereby appoints Pilar Rodriguez, Executive Director, Ramon Navarro IV, Chief Construction Engineer, and Ruben Alfaro, Development 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 July 2024, which meeting a quorum was present.

S David Deanda, Jr., Chairman

Juan Carlos Del Angel, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-36

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY, & ASSOCIATES TO PROVIDE SURVEYING SERVICES FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 23rd day of July, 2024 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 October 27, 2011, the Authority awarded by Resolution 2011-09 a professional service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved by Resolution 2011-40 Amendment 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of$440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-41 Work Authorization 1 with Consultant in the amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-42 Work Authorization 2 with Consultant in the amount of $25,000.00; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-40 the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013 the Authority approved by Resolution 2013-09 Contract Amendment 1 to the Amended and Restated agreement with the Consultant to revise the Scope of Service and Work Authorization 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50; and

WHEREAS, on March 20, 2013 the Authority approved Resolution 2013-09 Work Authorization 1 revision to the Amended and Restated agreement with the Consultant to revise the Scope of Service and Work Authorization Number 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) from $440,438.75 to the revised amount of $422,496.25; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-44 Work Authorization 2 to the Amended and Restated agreement with the Consultant for Right of Way Mapping and Parcel Tract Platting for SH365 for SH 336 to US Military Highway in the amount of $310,000.00; and

WHEREAS, on April 23, 2014 the Authority approved Resolution 2014-36 Work Authorization 2 Supplemental 1 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and Parcel Tract Platting for 48 additional parcels in the amount of $148,800.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-63 Work Authorization 2 Supplemental 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and to deduct 17 parcels and modify right of way maps in the in the amount of $11,100.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-64 Contract Amendment 2 to the Amended and Restated agreement with the Consultant to increase by $11,100.00 for a revised maximum payable amount of $892,396.25; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-102 Work Authorization 1 Supplemental 2 to the Amended and Restated agreement with the Consultant for additional topography required for right of way area changes on the State Highway 365 Project from SH 336 to FM 3072 due to Texas Department of Transportation Design Manual Updates in the amount of $14,772.50; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-103 Contract Amendment 3 to the Amended and Restated agreement with the Consultant to increase by $14,772.50 for a revised maximum payable amount of $907,168.75; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015 - 21 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015 - 22 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-67 Work Authorization 1 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-68 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-12 Work Authorization Number 3 to Professional Service Agreement with Quintanilla, Headley & Associates construction monument staking for the SH365 Project in the amount of $61,696.25; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-13 Contract Amendment 4 to Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $61,696.25, for a revised maximum payable amount of $968,865.00; and

WHEREAS, on June 26, 2021, the Authority approved Resolution 2018-33 Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of $4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley &Associates for an increase in the amount of $4,020.00, for a revised maximum payable amount of $972,885.00; and

WHEREAS, on the November 23, 2021 the Authority approved Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-54 Approval of Contract Amendment 8 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway Project.

WHEREAS, the Authority finds it necessary to approve Resolution 2024-36 for Work Authorization 5 to Professional Service Agreement with Quintanilla, Headley & Associates for control and construction staking of the 365 Tollway for quality assurance, in the amount of $80,220.00;

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

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

Section 2. The Board hereby approves Work Authorization 5 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 5 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 23rd day of July, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Work Authorization
Number 5
to
Professional Service Agreements
with
Quintanilla, Headley & Associates
for Surveying
Services

+Contract+

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365
Segment 0031/0032

Work Authorization No. 5

July 17, 2024

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

WORK AUTHORIZATION NO. 5

WORK AUTHORIZATION NO. 5
AGREEMENT FOR SURVEYING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $80, 220.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on September 10, 2024 unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for ***SH 365 Segment 0031 / Segment 0032***.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, PE
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

- Shooting as built grades: as built controls, main lanes alignments (horizontal, vertical controls PC, PI, PTs) STA. 650+00 – 1015+00; and, STA 1225+00 – 1290+00
- Corner elevations of all built MSE walls (top of leveling pads; start and end points) Walls 4-5; 6-8; 10-11; 28; 29; 32-39
- Cross sections at earth, embankments @ 200' FM494, STA 715+00 - 750+00; SJMC, STA 957+00 – 965+00; McColl, STA 31+00 – 51+50;
- Cross sections at earth, embankments @ 100' Levee STA 800+ 00-858+20 : STA 870+00 – 876+00

Collection, Recording, and Presentation of Data.

Measure and/or record the following information on an appropriately formatted test hole data sheet (field book) that has been sealed and dated by the Consultant:

1. Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).
2. Elevation of existing grade over utility at test hole.
3. Horizontal location referenced to project coordinate datum, to a horizontal accuracy consistent with applicable DOT survey standards.
4. Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
5. Approximate centerline bearing of utility line.
6. Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
7. Utility structure material composition, when reasonably ascertainable.
8. Identity of benchmarks used to determine elevations.
9. Utility facility condition.
10. Soil type and site conditions.
11. Identity of utility owner/operator.
12. Other pertinent information as is reasonably ascertainable from site location.

Translate utility data to the appropriate CADD format (See 1.8 Data Management) for direct incorporation of information into the HCRMA or design engineer's CADD file. Utility information shall be clearly delineated via line codes/symbols and labeling as set forth in the DEPARTMENT's Electronic Utility File Guidelines.

EXHIBIT C
WORK SCHEDULE

EXHIBIT C
WORK SCHEDULE

ATTACHMENT C
Schedule of Work estimated Date of Completion
Start Date: July 24, 2024
Duration: 21 (Calendar Days)
Estimated Completion Date: August 14, 2024

EXHIBIT D
FEE SCHEDULE/BUDGET

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. _5___
SH 365 Surveying Services

LIMITS: Station 650+28.57 THROUGH sta. 1295+87

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
														$ -
														$ -
														$ -
Shooting as built grades: as built controls, main lanes alignments (horizontal, vertical controls PC, PI, PTs) STA. 650+00 – 1015+00; and, STA 1225+00 – 1290+00; Corner elevations of all built MSE walls (top of leveling pads; start and end points) Walls 4-5; 6-8; 10-11; 28; 29; 32-39; Cross sections at earth, embankments @ 200' FM494, STA 715+00 - 750+00; SJMC, STA 957+00 – 965+00; McColl, STA 31+00 – 51+50; Cross sections at earth, embankments @ 100' Levee STA 800+ 00-858+20 : STA 870+00 – 876+00	20	48	60	160	160					240		688		
												0		$ -
												0		
												0		
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		$ -
Total Manhours by Classification	20	48	60	160	160	0	0	0	0	240		688		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 4,000.00	$ 7,200.00	$ 6,300.00	$ 12,000.00	$ 10,400.00	$ -	$ -	$ -	$ -	$ 40,320.00	$ -	$ 80,220.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	1.93%	4.62%	5.78%	15.41%	15.41%	0.00%	0.00%	0.00%	0.00%				688	
% of Total Labor Hours	2.91%	6.98%	8.72%	23.26%	23.26%	0.00%	0.00%	0.00%	0.00%			100.00%	CHECK (LABOR):	
% of Total Labor Cost	4.99%	8.98%	7.85%	14.96%	12.96%	0.00%	0.00%	0.00%	0.00%			100.00%	$ 80,220.00	
TOTAL DIRECT LABOR COST														$ 80,220.00
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									$ -	
Photocopies	$ 0.10	Sheet	0	$ -									$ -	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -	
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -	
TOTAL DIRECT EXPENSES				$ -										$ -
SPECIAL SERVICES FEE (SUBCONSULTANTS)														DBE Participation 0.00%
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														$ -
GRAND TOTAL														$ 80,220.00

EXHIBIT D
FEE SCHEDULE/BUDGET

Z:\data\PROJECTS\2-HIDALGO COUNTY\RMA\Tol 365 SUE HP GAS DCP\Exhibit D Fee Schedule (8-1-19)

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: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider Quintanilla, Headley & Associates Inc.

Work Authorization (WA) #: 5 Amount: $80, 220.00 Date: 7 / 2 4 / 2 4
Supplemental Work Authorization (SWA) #: ___ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$80,220.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name:Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider	**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. 2024-37

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 9 WITH QUINTANILLA, HEADLEY, & ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 5

THIS RESOLUTION is adopted this 23rd day of July, 2024 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 October 27, 2011, the Authority awarded by Resolution 2011-09 a professional service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved by Resolution 2011-40 Amendment 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of$440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-41 Work Authorization 1 with Consultant in the amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-42 Work Authorization 2 with Consultant in the amount of $25,000.00; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-40 the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013 the Authority approved by Resolution 2013-09 Contract Amendment 1 to the Amended and Restated agreement with the Consultant to revise the Scope of Service and Work Authorization 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-44 Work Authorization 2 to the Amended and Restated agreement with the Consultant for Right of Way Mapping and Parcel Tract Platting for SH365 for SH 336 to US Military Highway in the amount of $310,000.00; and

WHEREAS, on April 23, 2014 the Authority approved Resolution 2014-36 Work Authorization 2 Supplemental 1 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and Parcel Tract Platting for 48 additional parcels in the amount of $148,800.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-63 Work Authorization 2 Supplemental 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and to deduct 17 parcels and modify right of way maps in the in the amount of $11,100.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-64 Contract Amendment 2 to the Amended and Restated agreement with the Consultant to increase by $11,100.00 for a revised maximum payable amount of $892,396.25; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-102 Work Authorization 1 Supplemental 2 to the Amended and Restated agreement with the Consultant for additional topography required for right of way area changes on the State Highway 365 Project from SH 336 to FM 3072 due to Texas Department of Transportation Design Manual Updates in the amount of $14,772.50; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-103 Contract Amendment 3 to the Amended and Restated agreement with the Consultant to increase by $14,772.50 for a revised maximum payable amount of $907,168.75; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-21 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-22 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-67 Work Authorization 1 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-68 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-12 Work Authorization Number 3 to Professional Service Agreement with Quintanilla, Headley & Associates construction monument staking for the SH365 Project in the amount of $61,696.25; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-13 Contract Amendment 4 to Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $61,696.25, for a revised maximum payable amount of $968,865.00; and

WHEREAS, the Authority finds it necessary to approve correction of scrivener error for Contract Amendment Number 2 to the Professional Service Agreement with Quintanilla, Headley & Associates in the amount of $98,203.75, maximum payable amount remains in the amount of $968,865.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-33 for Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects;

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of $4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley &Associates for an increase in the amount of $4,020.00, for a revised maximum payable amount of $972,885.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-54 Approval of Contract Amendment 8 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway Project.

WHEREAS, the Authority finds it necessary to approve Resolution 2024-37 Approval of Contract Amendment 9 to the Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $80,220.00, for a revised maximum payable amount 1,053,205.00.

*****

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

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

Section 2. The Board hereby approves Resolution 2024-37 for Contract Amendment Number 9 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Amendment Number 9 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd of July 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del-Angel, Secretary/Treasurer

Exhibit A

Contract Amendment
Number 9
to
Professional Service Agreements
with
Quintanilla, Headley & Associates
for Surveying
Services

SUPPLEMENTAL AGREEMENT NO. 9
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley & Associates, Inc. (the Surveyor).

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

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

Article III
Agreement Compensation

Article III Agreement Compensation. Article III Compensation shal be amended to increase the amount payable under this contract from the maximum amount payable under this contract is $972,885.00 to $1,053,105.00 for a total increase of $80,220.00 for control and construction staking of the 365 Tollway for quality assurance as outlined in Work Authorization Number 5.

This Supplemental Agreement No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Alfonso Quintanilla, P.E., P.R.L.S.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-38

AWARD OF CONTRACT FOR AUDITING SERVICES TO BURTON MCCUMBER & LONGORIA, LLP, FOR THE HIDALGO COUNT REGIONAL MOBILITY AUTHORITY AND AUTHORIZATION FOR STAFF TO NEGOTIATE FEES AND EXECUTE AN ENGAGEMENT LETTER

THIS RESOLUTION is adopted this 23rd day of September, 2024 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 now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the Authority is required 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, on August 23, 2024, the Authority received three (3) responses to the Request for Qualifications for Auditing Services; and

WHEREAS, a Selection Committee reviewed and ranked the proposals submitted by the responding firms; and

WHEREAS, the Authority has determined to award a Professional Service Agreement to 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 hereby awards a Professional Service Agreement Services to Burton McCumber & Longoria, LLP, to provide auditing services to the Hidalgo County Regional Mobility Authority.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreements with Burton McCumber & Longoria, LLP, and to negotiate and execute the Annual Engagement Letter.

****

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 September, 2024, at which meeting a quorum was present.

S. David Deanda, Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REQUEST FOR PROPOSALS

INDEPENDENT AUDITING SERVICES

RFP NO. 2024-06

Presented by

The Right Choice. BML Burton McCumber & Longoria, LLP
CPAs & Advisors
Brownsville • McAllen

A HUB CERTIFIED FIRM

AICPA®
GAQC Member

HLB WE ARE AN INDEPENDENT MEMBER OF THE GLOBAL ADVISORY AND ACCOUNTING NETWORK

Scan Here

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BML | Burton McCumber & Longoria, LLP
CPAs & Advisors
Global in Reach - Local in Touch

August 23, 2024

Hidalgo County Regional Mobility Authority
c/o Pilar Rodriguez, Executive Director
203 West Newcombe Avenue
Pharr, Texas 78577

We are pleased to submit our proposal to continue to provide professional auditing services to the Hidalgo County Regional Mobility Authority (the "Authority"). BML has had a strong presence in South Texas and the Rio Grande Valley for over 40 years. Our commitment to providing quality audit services is evidenced by the clients we serve. **As a member of the *American Institute of Certified Public Accountants and Government Audit Quality Center***, we are committed to ensuring your audit meets the highest levels of professional standards which meet your expectations. **The partners and staff of BML are dedicated to delivering quality client services as part of their service strategies; for organizations that appreciate Excellent Work – BML is that Firm.**

- **Firm Understanding.** Burton McCumber & Longoria, LLP proposes to perform an audit of the financial statements of the Hidalgo County Regional Mobility Authority as of and for the years ending December 31, 2024, 2025, and 2026, with an option to extend for two additional one year terms. The audit services provided to the Authority will be conducted in accordance with auditing standards generally accepted in the United States of America as included in Statements on Auditing Standards, published by the American Institute of Certified Public Accountants, *Government Auditing Standards* issued by the Comptroller General of the United States, the Federal and Texas Single Audit Acts, and if applicable, the provisions of the U.S. Office of Management and Budget's Uniform Guidance "Audit of State and Local Governments, Non-Profit Organizations" and Uniform Guidance Compliance Supplement, and the provisions of the relevant General Accounting Standards Board Statements.

- **Firm Representation. Ricky Longoria, CPA, CFE** will be the engagement partner for the scope of audit services stated above and is authorized to bind the firm and can be reached at our McAllen, Texas office, located at 205 Pecan Boulevard at (956) 618-2300.

- The audit department of Burton McCumber & Longoria, LLP includes 25 experienced auditors of which 8 **are certified public accountants and 5 who are also certified fraud examiners**. The professionals who possess both a CPA license and are also certified fraud examiners include Ricky Longoria (Partner), Ben Pena (Partner), Amy Alvarez (Manager), Luis Lopez (Manager), and Joshua Longwell (Manager).

- **Ranked in the Top 500 Firms.** BML has been ranked as a top 500 firm for 2023 and 2024. BML is the **first and only** locally owned firm in our region to be recognized.

- **Locally Owned with National Resources.** We are a firm headquartered in the Rio Grande Valley with a regional footprint that serves clients throughout Texas. **Therefore, all decisions regarding your audit will be made locally.** BML is a member firm of the **HLB network** which is a global network of independent advisory and accounting firms who provide consulting, tax and audit and assurance services. As a member firm, BML has the support and resources of much larger regional and national firms. Information regarding HLB and its member firms can be found at www.hlbusa.com.

- Burton McCumber & Longoria, LLP is **minority owned and HUB certified** through the State of Texas.

- **All staff** involved in audits of governmental and non-profit entities **acquire yearly training** on the latest accounting and auditing trends **specific to governmental and non-profit entities**. Our **managers and senior staff attend yearly continuing education conference** hosted by the AICPA or the local chapter of the TSCPA.

- BML is a member firm of the **HLB network** which is a global network of independent advisory and accounting firms who provide consulting, tax and audit and assurance services. **As a member firm, BML has the support and resources of much larger regional and national firms**. Several members of the network such as Whitley Penn service a number of governmental entities throughout Texas. Information regarding HLB and its member firms can be found at www.hlbusa.com.

- We are member firm of the **AICPA Government Audit Quality Center** which ensures our professionals are updated on current accounting and audit issues related to governments.

- **Document Portal and Request Manager.** We will provide a **secure online document upload portal** called **Suralink.** This portal is an engagement management tool that provides automated weekly status updates to management and governance and all those involved in the audit process, as well as the audit team, to ensure timely progress of the audit.

BML is part of the local community and has a desire to be of service. The Hidalgo County Regional Mobility Authority would continue to be a very important client to our firm. As with all the clients we serve, we strive to develop professional relationships based on trust, friendship and professional respect. BML will always bring a *fresh perspective* and point of view to the audit engagement for which the Hidalgo County Regional Mobility Authority can only continue to benefit. We look forward to meeting with you and discussing further our service philosophy, approach, and methodology.

Sincerely,

Burton McCumber & Longoria, LLP

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EXECUTIVE SUMMARY

The mission of the Hidalgo County Regional Mobility Authority (the "Authority") is to provide the region with a rapid and reliable alternative for the safe and efficient movement of people, goods and services. One of the Authority's core values is insuring financial accountability and stability. In order to meet these objectives, the Authority needs a CPA and advisory firm that understands audits of state and local governmental units. The Authority needs a firm that is knowledgeable in governmental accounting and auditing standards and a firm with a strong understanding and proficiency in auditing of federal and state grants and awards under Uniform Guidance and Texas Grant Management Standards, respectively. **BML is that firm**.

Understanding of the Authority's Challenges

BML has had a presence in the Rio Grande Valley of over 40 years. Our work with a number of current governmental clients across the Valley, such as the Hidalgo County Regional Mobility Authority, Cameron County Regional Mobility Authority, County of Hidalgo, Hidalgo County Juvenile Probation, Hidalgo County Adult Probation, Willacy County, Willacy County Juvenile Probation, Urban County Program of Hidalgo County, and the Hidalgo County Drainage District #1 is an indication of our commitment to governments in our region. We understand the Authority wants to avoid:

- ✘ Untimely delivery of audit services
- ✘ Missed audit deadlines with timely reporting of the Authority's financials
- ✘ Lack of continuity of CPA firm key staff
- ✘ Poor or infrequent communication from the Authority's CPA Firm
- ✘ Audit services that are not efficient nor cost-effective

A lack of timeliness and poor communication places unnecessary stress on the audit process. Audit services that drag out over an extended period of time can make the Authority and its staff work more difficult. Failure to work with a professional service provider that brings continuity in key engagement staff and that is proactive with ideas means the Authority may potentially overlook opportunities for contribution and improved operations.

It is important for the Authority to engage a firm that understands operations and reporting requirements of a governmental entity such as the Authority and the relationship between the Authority and all the services it provides to its residents and taxpayers. A firm that does not have the experience providing audit services to government agencies such as the Authority may affect the efficiency of the audit and reporting process.

Authority's Desired Outcomes and Solutions

A mobility authority plays a crucial role in enhancing the road system to effectively manage increasing traffic and trade in the border region, ensuring efficient and sustainable transportation infrastructure to support regional growth. Finding the right CPA firm can assist the Authority be more resourceful and attain efficiencies and effectiveness of the administrative operations specifically designed for the Authority's audit. This requires working with a **trusted and reputable firm** that can offer proactive governmental insight the Authority's staff seeks as well as **year-round suggestions and solutions.**

BML would like to be **part of your team** by bringing knowledge and experience which would help the Authority achieve:

- ☑ Timely delivery of its financial statements
- ☑ Peace of mind and open communication about areas of concern, including management letter comments and findings
- ☑ Receive suggestions to help improve the financial reporting process and operations in general
- ☑ Benefit from cost-effective and thorough audits completed by a professional team

As we focus on the Authority's needs and address its unique challenges, BML can help the Authority by providing year-round communication and timely audit services.

The Authority has requested a proposal for the following professional services for the fiscal years ending December 31, 2024, 2025, and 2026 with an option to renew for two additional one-year terms.

- ☑ Fiscal year financial audit of the Hidalgo County Regional Mobility Authority financial statements.
- ☑ Audit of all applicable major federal programs in accordance with the U.S. Office of Management and Budget (OMB) Uniform Guidance Audits of States, Local Governments, and Non-Profit Organizations (Single Audit).
- ☑ Audit of all applicable major state programs in accordance with *Government Audit Standards*

Audit services may appear alike on paper, but the fact of the matter is that the quality of the process, the timeliness of service and experience in the industry can vary among providers. For these reasons, it is important the Authority engage a CPA firm that understands the Authority's unique needs and is receptive to open dialog about issues identified. BML is that firm.

BML, the Right Choice for Hidalgo County Regional Mobility Authority

We believe BML is the right choice to provide the Authority with professional audit services because, in addition to 40+ years of experience and quality service, we can provide the following:

- ☑ Proactive planning and communication
- ☑ Convenient year-round availability
- ☑ Timely delivery of audit and confidence in the financial statements
- ☑ Unparalleled client service

We are certain that after reviewing our proposal, you will find that BML is well qualified to provide professional services to the Authority. Beyond providing these services, we believe the Authority will find dependability and trust in the value we will provide in the years to come.

AUDIT APPROACH

Burton, McCumber & Longoria, LLP proposes to perform an audit of the basic financial statements of Hidalgo County Regional Mobility Authority for the years ended December 31, 2024, 2025, and 2026 with an option to renew for two additional one-year terms.

Accounting standards generally accepted in the United States of America 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. 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 evidence to express an opinion or provide any assurance.

In addition, the Schedule of Expenditures of Federal and State Awards accompanying the financial statements will be subjected 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 auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole. We will also assist in preparing the Data Collection Forms as required by the *Federal Audit Clearinghouse*.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to 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. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. These standards are set forth in the "Yellow Book" and outlines the report requirements, professional qualification standards and requirements for internal quality control related to entities that receive government awards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations, and Texas Grant Management Standards*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; 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 Uniform Guidance and Texas Grant Management Standards, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance and Texas Grant Management Standards, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute 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 Authority or to acts by management or employees acting on behalf of the Authority.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. 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. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. 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.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts 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 the Authority's attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. 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 Uniform Guidance or Texas Grant Management Standards, 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 Uniform Guidance or Texas Grant Management Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. 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*.

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 applicable laws and regulations and the provisions of 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*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. 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 Uniform Guidance or Texas Grant Management Standards.

Service Approach and Methodology. Our firm thoroughly understands the nature of the work to be performed and has developed programs of procedures designed specifically for these engagements. In addition to the heavy involvement of our partners and managers, our staff will have some familiarity with the Authority's general operating environment due to prior audit experience.

Segmentation of Audit and Staffing Plans. Our goal is to assure a seamless service approach with continuity of staff from the earliest planning stages through fieldwork to report issuance exit conferences. This approach is achieved through the application of our understanding of the environment and heavy involvement in all phases of work by management personnel. A brief overview of the different phases or segments of our audit process is as follows.

The Planning Phase. Prior to any fieldwork being performed, strategic risk assessment and planning sessions are held both internally and with the Authority's staff to identify key audit and operational issues, establish communications between appropriate firm and Authority's staff and relevant third parties, as well as determining timing and individual responsibility schedules.

We will utilize **Suralink,** an audit management software. A summary of some of the benefits **Suralink** brings to your audit process is as follows:

- **Simple, easy** way to provide information to the audit team
- **Efficiencies** in the entire audit process will be realized
- **Dynamic**– all requests are in one place, updated in real time and accessible by everyone
- **Secure** platform to send sensitive data more securely than email
    - Encrypted with AES-256 bit encryption and backed up daily
    - Data Centers are SSAE16 Type II SOC1, SOC2 compliant
- **Communication** regarding pending items is significantly enhanced
- **Transparency and accountability** - Key client personnel are routinely kept abreast as to the status of the audit

Fieldwork. Our audit programs for the Authority will include procedures related to review and evaluation of internal administrative and accounting control, determination of compliance with finance related legal issues, the evaluation of errors and fraud, statistical sampling and analytical procedures designed to determine reasonableness of costs that can lead toward evaluating efficiency and effectiveness in administrative operations. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards* and will include tests of accounting records, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports.

Throughout the fieldwork process, our partners and staff will remain in constant contact and communication with the Authority's management personnel. When questions or concerns arise in the course of our work, we will take steps to assure ourselves that critical information is passed on to the proper level of management through regular meetings and discussions.

Report Issuance and Closure. Report issuance and exit conferences of an audit are often the most critical portions because it is in this phase that most external communications are discussed. We will render our report on the audited financial statements. The results of our audit will be reviewed with the appropriate level of management prior to the issuance of a report. This review of findings and proposed recommendations with management often leads to a plan of action for management to make any needed improvements in a manner that is not only theoretically, but practically, sound. We find this method of exiting on the audit process brings the most value to our clients. We expect timely delivery of our audit opinions.

Work Plan

Below is our proposed summary timing schedule for the audit. We will establish detailed arrangements with the Authority's management to formulate and complete the specific timing requirements detailed in the Request for Proposals.

PROPOSED SUMMARY TIMING SCHEDULE

Date	Action
Upon Engagement	BML will work with the Authority's management to plan the audit and perform preliminary procedures for the audit. PBC lists are reviewed and agreed upon by the Authority and BML. **Fieldwork begins as soon as the information necessary to complete the audit is available.**
January 2025	Begin year-end fieldwork
February 2025	Completion of fieldwork
March 2025	Auditor will provide the Authority with recommendations, revisions and suggestions for improvement. We will also conduct exit conference with Management to review the conduct of the audit.
March 2025	Complete audited financial statements.

Ultimately, our ability to meet all the required deadline's date is subject to the Authority's ability to provide us complete and final auditable trial balances which means that the trial balances will not need to be adjusted further by us. In addition, we will provide the Authority a list of schedules and information we will need prior to commencement of the audit.

All items on the list must be completed and submitted to us prior to the commencement of fieldwork procedures. Any delays by the Authority in providing us the information requested by us will only delay the completion of fieldwork procedures. During the course of the audit, we also anticipate that the Authority will address any and all questions and prepare any additional schedules requested during the course of our audit without delay.

If during the course of the audit, information is not received timely or is incorrect or such other unexpected circumstances arise that require us to spend more time than what was originally contemplated causing fees to increase, we will notify management. Such notification will include all pertinent facts related to the circumstances together with our estimate of the additional necessary time and cost.

FIRM QUALIFICATIONS

As a full-service international accounting and management consulting firm, Burton McCumber & Longoria, LLP has been providing requested services to governmental organizations in Texas for over 40 years. We provide accounting, auditing, income tax planning and compliance, and management consulting services to both domestic and international businesses, as well as governmental and non-profit agencies. We offer our clients the distinct advantage of strength of diversity and the depth of experience that can only be found in a large accounting firm. With this experience and extensive knowledge and specialization in several significant industries, the individual partners, managers and staff members of Burton McCumber & Longoria, LLP have developed specialized proficiencies in several key practice areas. With offices located in South Texas and the Northern Mexico border, Burton McCumber & Longoria, LLP is uniquely positioned to handle any diverse needs and challenges.

All audit partners, managers and staff are trained in **IDEA Data Analytics**, which enables us to audit computerized systems, including database management, electronic data analytics and fraud and forensic testing to bring economic efficiency and effectiveness to all of our audit engagements.

As the firm is heavily involved in providing professional auditing and consulting services to a wide variety of governmental and non-profit entities, our reports and work papers are always subject to review by both state and federal desk and field reviews. We have been successful at receiving non-adverse desk and field reviews by stressing quality reviews and open and proactive communications with regulatory cognizant agents/agencies. We have not received any reprimands or penalties from the Texas State Board of Public Accountancy. We received a pass rating on our latest system of quality control for accounting and auditing practice peer review report dated August 11, 2023. A copy of our last peer review is attached.

The operating structure of the Firm is unique to any other firm located in the Rio Grande Valley in that Burton McCumber & Longoria, LLP functions with various departments. This operating structure is similar to that of large national firms. In summary, personnel assigned to a department are educated and trained in specific practice areas. Employees assigned to the audit department are specifically trained in the area of conducting audits and have no other responsibilities such as providing tax services to other clients. Given the complexity of providing audit services, it is our belief that clients are better served by our professionals who are focused in providing these services.

More in-depth information regarding the Firm can be found by visiting our website at www.BMLtexas.com.

Confirmations and Affirmations

Burton, McCumber & Longoria, LLP has the capability to perform the annual audit in accordance with generally accepted auditing standards, generally accepted government auditing standards as set forth by the U.S. GAO, State and Federal Grant Single Audit in conformance with Uniform Guidance, State of Texas Grant Management Standards and requirements under Government Code, Title 10, 2256.023 (d). We are members of the AICPA Governmental Audit Quality Center. We are independent auditors properly licensed for public practice. We are independent with respect to the audit of Hidalgo County Regional Mobility Authority. We meet the independence standards of *Government Auditing Standards*. Our firm does not have a record of substandard work. BML carries adequate insurance related to general liability and other insurances considered a "best practice" in the profession.

Proposed Office and Staff

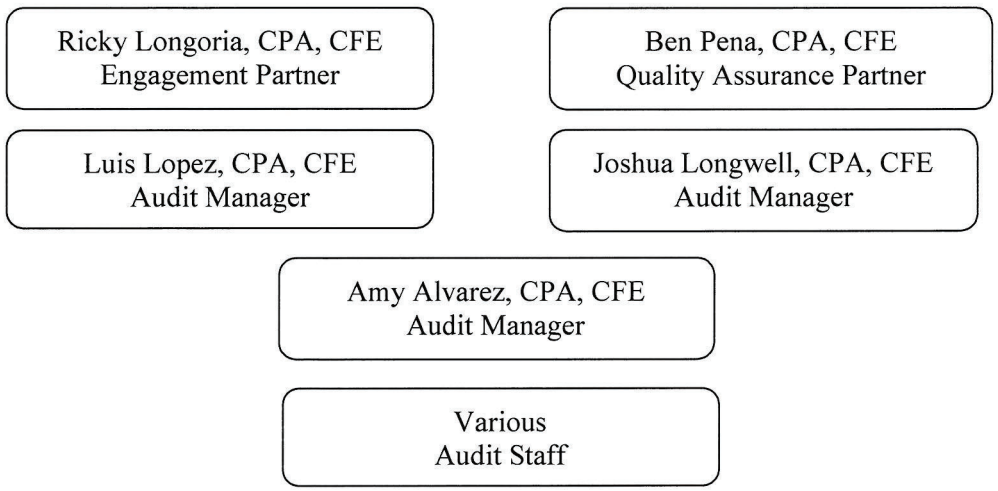
The firm has US offices located in McAllen and Brownsville, Texas. The firm has 65 employees including 53 professionals of which 7 are partners. Our McAllen, TX office, located at 205 Pecan Boulevard will be the location from which the proposed work for the Authority will be performed. **There are a total of 25 dedicated experienced audit professionals,** of which **9 are *certified public accountants***, within Burton McCumber & Longoria, LLP. In addition, **5 of these professionals are also *certified fraud examiners.*** We are adequately staffed with professional and support personnel to provide all necessary services and to maintain personalized involvement with each client. Each client is actively encouraged to call on us any time the need arises. Our proposed audit team will include an engagement partner, a quality assurance partner, one manager, a senior in-charge accountant and various staff personnel. We feel this staffing level allows our firm to provide the necessary service quality based on the Authority's requirements.

All members of the audit engagement team have met the continuing education requirements in accordance with *Government Audit Standards* (Yellow Book) audits. Our staff members come from a variety of different backgrounds. We strive for diversity in our staff in our hiring practices. The quality of staff involved with our clients is ensured through the heavy involvement of management personnel in all phases of the engagement, including key planning and fieldwork engagement segments. We have included a brief résumé of the all proposed engagement team. **All key professional staff are properly registered/licensed to practice public accounting in the State of Texas.**

BML – COMMUNITY STRONG In an effort to serve our community, the firm has developed a series of free educational seminars to assist governmental and non-profit entities. These educational seminars cover a variety of topics related to accounting, auditing and reporting issues. They also cover unique topics such fraud, internal controls and tax issues. Seminars are held in Brownsville and McAllen.

We believe in creating a sense of continuity in the professionals assigned to engagements. Doing so reduces the client's cost of the engagement and helps to build relationships based on trust and confidence. All of the professionals who are assigned to complete this engagement have successfully provided services for other governmental audits similar to those of the Authority. Accordingly, the audit team is familiar with the timelines, standards of engagement and the Authority personnel that will ultimately lead to an efficient, effective, and timely audit. The following is a flowchart of the proposed engagement team:

Key Engagement Team Members



FIRM & PROPOSED STAFF LICENSES

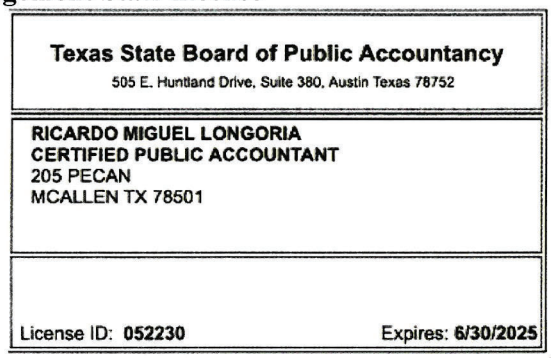
Firm License

Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

BURTON MCCUMBER & LONGORIA, L.L.P.
OFFICE
205 PECAN BLVD
MCALLEN TX 78501

Office License ID: V08984
Firm License ID: P04844 Expires: 6/30/2025

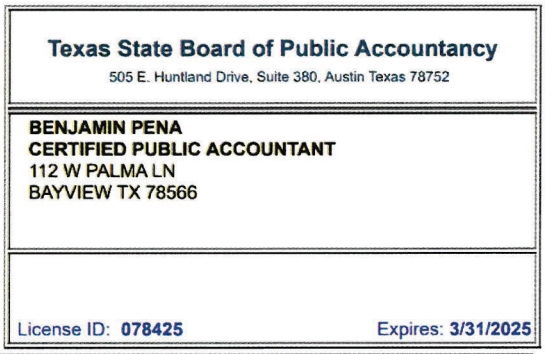
Engagement Staff License



Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

RICARDO MIGUEL LONGORIA
CERTIFIED PUBLIC ACCOUNTANT
205 PECAN
MCALLEN TX 78501

License ID: 052230 Expires: 6/30/2025



Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

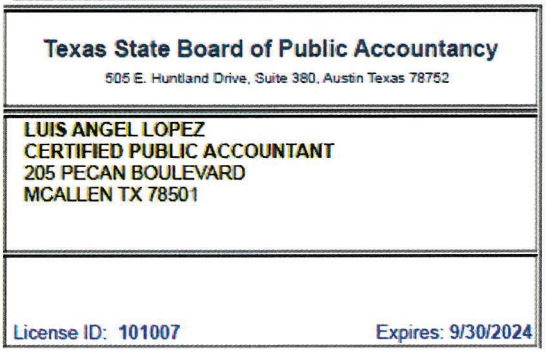
BENJAMIN PENA
CERTIFIED PUBLIC ACCOUNTANT
112 W PALMA LN
BAYVIEW TX 78566

License ID: 078425 Expires: 3/31/2025

Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

JOSHUA AARON LONGWELL
CERTIFIED PUBLIC ACCOUNTANT
5111 N 10TH ST #367
MCALLEN TX 78504

License ID: 094980 Expires: 7/31/2025



Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

LUIS ANGEL LOPEZ
CERTIFIED PUBLIC ACCOUNTANT
205 PECAN BOULEVARD
MCALLEN TX 78501

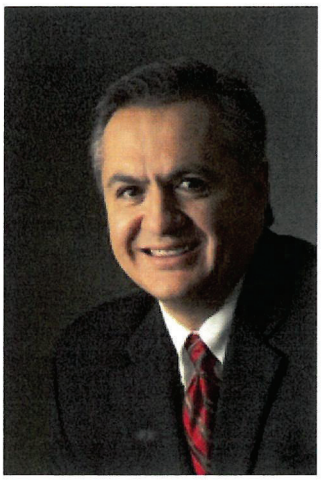
License ID: 101007 Expires: 9/30/2024

Texas State Board of Public Accountancy
505 E. Huntland Drive, Suite 380, Austin Texas 78752

AMY BOOTH ALVAREZ
CERTIFIED PUBLIC ACCOUNTANT
508 E YARROW AVENUE
MCALLEN TX 78504

License ID: 088429 Expires: 1/31/2025

RICKY LONGORIA, CPA, CFE



Ricky Longoria, CPA

Assurance Services Partner
McAllen, Texas

Experience

Burton, McCumber & Longoria, LLP (28+ years)
Partner 1997 – Present
Ernst & Young
Auditor 1987-1989

Areas of Special Knowledge

- Responsible for the direct supervision of the planning, coordination, control and review of the audits.
- Works directly with the account managers to ensure quality of service to the Firm's clients.
- Has a broad background of experience, including retail, financial institutions, non-profits, governmental and agriculture industries.
- Responsible for the Firm's Mexico office, BML Y Fragoso, S.C. in Matamoros, Mexico.
- Acts as firm liaison for clients doing business in Mexico and provides assistance to maquiladoras in the areas of entity structure and formation, accounting and transfer pricing and audits.

Education

University of Texas, Austin
Bachelor of Business Administration - 1987

Certifications

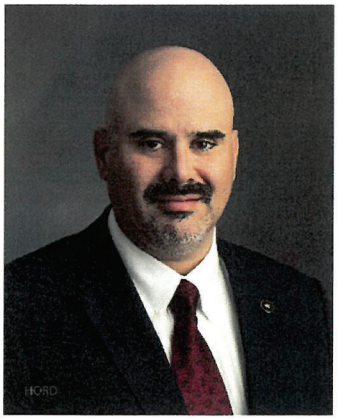
Certified Public Accountant, Texas
Certified Fraud Examiner, License #138057

Affiliations

American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
RGV Chapter of TSCPAs
Association of Certified Fraud Examiners

Specific Governmental Experience	Over 25 years of experience with governmental entities, most recently including City of Pharr, City of Edinburg, City of Mercedes, County of Hidalgo, County of Hidalgo County Drainage District #1, Hidalgo County Head Start Program, Hidalgo County Urban County Program, Hidalgo County Community Service Agency, Hidalgo County Juvenile Probation Department, South Texas College and Hidalgo County RMA.
Yellow Book CPE Courses	GAQC Annual Update (2021, 2022, 2023) Texas School District Accounting and Auditing Conference Basics of Governmental Accounting and Auditing Basics of School District Auditing Compliance Requirements Not-for-profit Accounting and Audit Update Governmental Compliance Requirements and Reporting Parts I & II Data Breaches, What's my Risk? 2020, 2023, 2024 ACFE Global Fraud Conference Audit Methodologies and Documentation

Ben Pena, CPA, CFE



Ben Pena, CPA, CFE, CVA

Burton, McCumber & Longoria, LLP
Certified Public Accountants and Management Consultants
1950 Paredes Line Road
Brownsville, Texas 78521
956-542-2553
956-542-8940 (fax)
Email: ben.pena@bmctexas.com
Website: www.bmltexas.com

Ben Pena is an audit partner with Burton, McCumber & Longoria, LLP in Brownsville, Texas. In his 26+ years of practice, Ben has worked in the assurance services area of the practice as well as the fraud and forensic accounting services.

Education

University of Texas, Pan American, Edinburg, Texas
Bachelor of Business Administration, Accounting – 1996

Work Experience

Burton, McCumber & Longoria, LLP (26+ Years)
Assurance Services, 1996 – Present

Certifications

- Certified Public Accountant, Texas, 2000, License #78425
- Certified Fraud Examiner, 2011, License #107628
- Certified Valuation Analyst, 2019, License #1017028

Areas of Special Knowledge

- Audits of State Local Governments in accordance with *Governmental Auditing Standards* and Uniform Guidance – Single Audits
- Fraud Investigation and Forensic Accounting Services
- Internal Control Environments and Fraud Risk Mitigation
- Data Analytics, Benford's Law Data Analysis, Data Mining Techniques
- Audits in accordance Generally Accepted Auditing Standards (GAAS) of Financial Institutions, Retail, Manufacturing, Real Estate, Construction, Employee Benefit Plans, Non-profit Organizations and Governmental Entities

Affiliations

- Government Finance Officers Association (GFOA) – Member
- American Institute of CPAs (AICPA), Member
- Texas Society of CPAs (TSCPA), State Director At-large
- Association of Certified Fraud Examiners (ACFE), Member
- Texas State Board of Public Accountancy – Board Member
- RGV Chapter of TSCPAs – Past President
- RGV Chapter of ACFEs – Past President
- Brownsville Chamber of Commerce – Board Member
- Brownsville Community Foundation – Board Member

Publications	*"Who's Watching the Cash?"* Valley Business Report, p.26, September 2015
Specific Governmental Experience	Over 26 years of experience with governmental entities, most recently including the Cameron County, Cameron County RMA, Willacy County, Housing Authority of the City of Brownsville, County of Hidalgo, County of Hidalgo County Drainage District #1, Hidalgo County Head Start Program, Hidalgo County Urban County Program, Hidalgo County Community Service Agency, Cameron County Juvenile Probation Department, South Texas College and Hidalgo County RMA.
Yellow Book CPE Courses	GAQC Annual Update Basic Background and Overview of SLG Accounting Government & Not for Profit Accounting and Auditing Update OMB Uniform Guidance Compliance and Auditing Issues Internal Control in Government and Not for Profit Entities Understanding the Mindset of a Fraudster Contract and Procurement Fraud Advanced Fraud Examination Techniques Fraud Schemes ACFE Global Fraud Conference

LUIS LOPEZ, CPA, CFE

Luis Lopez, CPA, CFE
Manager, Assurance Services

Experience Burton McCumber & Longoria, LLP
Manager 2018 – Present
Auditor 2010 – 2018

Areas of Special Knowledge

- Over 14 years experience in assurance services primarily focused in the public sector including audits of counties, cities, school districts special purpose districts, and non-profit organizations.
- Knowledge in governments receiving federal and state funding requiring compliance with *Government Auditing Standards* promulgated by the U.S. Government Accountability Office; OMB Uniform Guidance; and State of Texas Grant Management Standards.
- Responsible for direct oversight of staff including training and development.
- Other areas of experience also include audits of financial institutions, manufacturing, construction, distribution, employee benefit plans and internal audit services.

Education

University of Texas Pan American, Edinburg, Texas
Masters of Science in Accounting - 2010
Bachelor of Business Administration, Accounting - 2010

Certifications

Certified Public Accountant, License #101007
Certified Fraud Examiner

Awards

Named 2024 Rising Star by the Texas Society of Certified Public Accountants

Affiliations

Texas Society of Certified Public Accountants, Member
RGV Chapter of TSCPAs, Past Board Member
Association of Certified Fraud Examiners, Member
RGV Chapter of ACFEs, Member

Specific Governmental Experience

Over 14 years of experience with governmental entities, including the City of Mission, City of Mercedes, City of Pharr, City of Edinburg, County of Hidalgo, Hidalgo County Urban County Program, Hidalgo County Community Service Agency, County of Hidalgo, Agua Special Utility District, Hidalgo County Regional Mobility Authority, Edcouch-Elsa ISD, McAllen ISD and Weslaco ISD.

Yellow Book CPE Courses	Subrecipient Monitoring Under Uniform Guidance Texas School District Accounting & Audit Conference Public Sector Training & Update Parts 1 and 2 GAQC Annual Update Webcast (2021, 2022, 2023) ACFE Global Fraud Conference GFOA 2022 Annual Conference Implementing the CARES Act Funds for State and Local Govts

JOSH A. LONGWELL, CPA, CFE

Joshua A. Longwell, CPA, CFE
Manager, Assurance Services

Experience

Burton McCumber & Longoria LLP, McAllen, Texas
Manager 2021- Present
Auditor 2011 - Present

Areas of Special Knowledge

- Governmental and not-for-profit experience including audits of county and municipality governments receiving federal and state funding requiring compliance with *Government Auditing Standards* promulgated by the U.S. Government Accountability Office; Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations (Single Audit Act); U.S. Department of Housing and Urban Development, U.S. Department of Health and Human Services, U.S. Department of Homeland Security.
- Other areas of experience include audits of financial institutions, agricultural, manufacturing, employee benefit plans, internal audit services and litigation support services.

Education

University of Texas at Austin, Austin, Texas
Bachelor of Business Administration, Accounting - 2006

Certifications

Certified Public Accountant, Texas, License #094980
Certified Fraud Examiner, License #957757

Affiliations

Texas Society of Certified Public Accountants, Member
RGV Chapter of TSCPAs, Board Member
Association of Certified Fraud Examiners, Member

Specific Governmental and Non-profit Experience

Over 10 years of experience with non-profit and governmental entities, including County of Hidalgo, Hidalgo County Community Service Agency, Hidalgo County Head Start Program, Urban County Program of Hidalgo County, City of Pharr, Children's Advocacy Center of Hidalgo County Inc. and North Alamo Water Supply Corporation.

Yellow Book CPE Courses	GAQC Annual Update Webcast (2021, 2022, 2023) Public Sector Training & Update Parts 1 and 2 Common Frauds in Governmental Entities Audit Methodologies and Documentation Basics of Governmental Accounting and Auditing Basics of School District Auditing Compliance Requirements Yellow Book and Single Audit Deficiencies Single Audits of Governmental and Nonprofit Entities Internal Controls in Governmental and Nonprofit Entities OMB Uniform Guidance Compliance and Auditing Issues 2021,2022 Texas School District Accounting & Audit Conference Nonprofit Conference 2021, 2022, 2023 ACFE Global Fraud Conference

AMY ALVAREZ, CPA, CFE

Amy Alvarez, CPA, CFE

Manager, Assurance Services

Experience

Burton McCumber & Longoria, LLP
Manager 2013 – Present
Auditor 2007 – 2013
Ernst & Young, Houston, Texas
Staff Consultant 2005-2007

Areas of Special Knowledge

- Audits in accordance with Generally Accepted Auditing Standards (GAAS) of financial institutions.
- Governmental and not-for-profit experience including audits of non-profit agencies receiving federal and state funding requiring compliance with *Government Auditing Standards* promulgated by the U.S. Government Accountability Office; OMB Uniform Guidance, *Audits of States, Local Governments and Non-Profit Organizations* (Single Audit Act); U.S. Department of Housing and Urban Development, U.S. Department of Health and Human Services, U.S. Department of Homeland Security.
- Has a broad background of other experience, including retail, non-profits, agricultural industries, as well as internal audit services and employee benefit plans (ESOP & 401k).
- Trains and supervises firm staff.

Certifications

Certified Public Accountant, License #088429
Certified Fraud Examiner, License #730797

Education

University of Texas, Austin
Bachelor of Business Administration, Accounting – 2005
Masters in Professional Accounting - 2005

Affiliations

Texas Society of Certified Public Accountants
RGV Chapter of TSCPAs
Association of Certified Fraud Examiners
Junior League of McAllen
Leadership McAllen, Class XXVIII
Texas Exes, Life Member

Specific Governmental and Non-profit Experience	Over 15 years of experience with non-profit and governmental entities, including County of Hidalgo, Hidalgo County Community Service Agency, Children's Advocacy Center of Hidalgo County Inc., Easter Seals of the Rio Grande Valley Inc. and North Alamo Water Supply Corporation.
Yellow Book CPE Courses	Government Accounting and Auditing Update Government and Not-for-Profit A&A Update OMB Uniform Guidance compliance and Auditing Issues Internal Control in Governmental and Not-for-Profit Entities Uniform Audit Requirements for Federal Awards Common Frauds in Governmental Entities GAQC Annual Update Webcast (2021, 2022, 2023) Public Sector Training & Update Parts 1 and 2 ACFE Global Fraud Conference Nonprofit Conference 2022, 2023

FIRM EXPERIENCE

Experience with Similar Projects within the Past Five Years

Burton McCumber & Longoria, LLP has provided significant services to governmental clients including but not limited to the following clients:

- **Hidalgo County Regional Mobility Authority (10 years)**
  Pilar Rodriguez, Executive Director
  prodriguez@hcrma.net
  (956) 402-4762

- **Cameron County Regional Mobility Authority (6 years)**
  Victor Barron, CFO
  vbarron@ccrma.org
  (956) 621-5571

- **Hidalgo County Drainage District No. 1**
  15+ Years
  Lora Briones, Financial Officer
  lora.briones@hcdd1.org
  (956) 292-7080

- **City of Pharr**
  1 Year
  Fabiola Sanchez, Assistant Finance Director
  fabiola.sanchez@pharr-tx.gov
  (956) 402-4762

- **County of Hidalgo**
  15+ Years
  Letty Chavez, County Auditor
  letty.chavez@auditor.co.hidalgo.tx.us
  (956) 381-2511

- **Cameron County***
  5 Years
  Lorena Hernandez, County Auditor
  lorena.hernandez01@co.cameron.tx.us
  (956) 544-0822

- **Willacy County***
  6 Years
  Maria Maldonado, County Auditor
  maria.maldonado@co.willacy.tx.us
  (956) 689-3422

*Audit performed out of Brownsville office.

The services provided to these clients include not only audit engagements but also specialized engagements such as the following:

- Internal control reviews
- Review of policies and procedures manuals and recommendations for improvement
- Fraud awareness training

Many of the entities above have issued bonds to finance a variety of capital projects. Our experience with these clients includes not only the audit of these bonds and projects as it relates to our audit of the financial statements, but other engagements such as agreed-upon procedures to ensure that the bond monies were used in accordance with the bond indenture.

With respect to our prior relationship in completing the audits above, we were engaged as independent auditors. Unless otherwise noted above, Ricky Longoria was the engagement partner assigned to these projects and were performed out of our McAllen office.

ADDITIONAL INFORMATION

1. Most Recent Firm's Peer Review Report
2. HUB Certification
3. Conflict of Interest Questionnaire

Member of the AICPA & TXCPA
Registered with Public Company Accounting Oversight Board

Report on the Firm's System of Quality Control

August 11, 2023

To the Partners
Burton McCumber & Longoria, L.L.P.
and the Peer Review Committee of the Texas Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of **Burton McCumber & Longoria, L.L.P.** in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including *a* compliance audit under the Single Audit Act and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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New Braunfels, TX 78130
Phone: 830.387.4441

510 E. Blanco, STE 200a
Boerne, TX 78006
Phone: 830.815.8000

WWW.ADKF.COM

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of **Burton McCumber & Longoria, L.L.P.** in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies), or fail*. **Burton McCumber & Longoria, L.L.P.** has received a peer review rating of *pass*.

ADKF, PC

ADKF, P.C.

Texas Historically Underutilized Business (HUB) Certificate

HUB

Statewide Historically Underutilized Business Program

Certificate/VID Number: **1742609610100**
Approval Date: **November 18, 2021**
Scheduled Expiration Date: **November 18, 2025**

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

Burton, McCumber & Longoria, LLP

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **November 18, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibiliy.

Statewide HUB Program
Statewide Procurement Division

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

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.**

N/A

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

8/15/24

Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-39

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

THIS RESOLUTION is adopted this 23rd day of September, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, 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, on March 22, 2022, the board approved Resolution 2022-18 – Approval of Interlocal Agreement with the Texas Department of Transportation with a termination date to April 1, 2025;

WHEREAS, on August 22, 2024, the Texas Transportation Commission passed Minute order 116755, amending section §28.102, Authority's Powers and Duties, to be codified under Title 43, Texas Administrative Code, Part 1;

WHEREAS, the amendment adds an off-system route defined as W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd. (Spur 29) to 0.8 miles east of that intersection (Doffin); and authorizes the AUTHORITY to issue overweight permits on this route until September 30, 2025.

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 add the additional off-system route and revise the Interlocal Agreement termination date to April 1, 2028;

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. Subject to Legal Counsels final approval, the Board hereby authorizes the Executive Director to execute the Interlocal Agreement between the Texas Department of Transportation and the Authority.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 23rd day of September, 2024, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, 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

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:

The Texas Department of Transportation	TxDOT
Hidalgo County Regional Mobility Authority	Local Government

II. PURPOSE: This is an Agreement between TxDOT and the Local Government, to allow the Local Government to issue permits for the movement of oversize or overweight vehicles carrying cargo on designated routes.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract is unknown as the payment is based on the number of permits issued and payment shall conform to the provisions of Attachment B, Budget.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on April 1,2028 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 _____, has authorized the Local Government to provide the scope of services.

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 Showing Project.

Hidalgo County Regional Mobility Authority

By _____ Date _____
AUTHORIZED SIGNATURE

Pilar Rodriguez, P.E.
TYPED OR PRINTED NAME AND TITLE

Title Executive Director

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 Local Government shall:

A. Issue permits for the transport of oversize and overweight loads in compliance with all Federal and State laws and in accordance with Transportation Code, Chapter 623, Subchapter S, and 43 TAC §28.100 – §28.107 on designated routes:

(1) U.S. 281/Cage Boulevard between its intersection with Anaya Road and the Pharr-Reynosa International Bridge;

(2) U.S. 281/Military Highway from its intersection with State Highway 336 to its intersection with Farm-to-Market Road 1015;

(3) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016;

(4) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road;

(5) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge;

(6) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281;

(7) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road;

(8) Farm-to-Market Road 2557 from its intersection with U.S. Highway 281 to its intersection with Interstate Highway 2;

(9) Farm-to-Market Road 3072 from Veteran Boulevard (“I” Road) to Cesar Chavez Road;

(10) Farm-to-Market Road 1015 from the Progreso International Bridge to Mile 9 Road North;

(11) U.S. Highway 83 Business between its intersection with Farm-to-Market Road 1015 and its intersection with South Bridge Avenue.

(12) the segment of W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd (Spur 29) to 0.8 miles east of that intersection, which segment is not on the state highway system.

B. The Local Government shall utilize an automated permitting system for the issuance of oversize or overweight permits, collection of fees, and generation of reports. The Local Government shall be responsible for ensuring that all applicable and required information necessary for the issuance of a permit is properly entered into the permitting system.

C. A permit shall be issued for each one-way trip. The Local Government shall ensure that truck axle configurations, and each axle group load are accurately entered on each permit. The Local Government shall require permits to show an address, port, or port of entry where a permitted haul begins, and where it either terminates or leaves the corridor.

D. The Local Government may retain administrative costs up to 15% (fifteen percent) of the fees and shall disburse fees to TxDOT as prescribed in Attachment B, Budget.

E. The Local Government shall post a surety bond in the amount of $50,000 to cover the estimated annual maintenance costs of roads identified in Attachment A, Scope of Services, Paragraph A above. The Local Government shall renew and maintain the surety bond for the full time this

agreement is in effect. The face value of the surety bond shall be maintained at the most currently effective amount, unless by August 1 TxDOT notifies the Local Government that the bond amount will change for the coming fiscal year. Upon such notification, the Local Government shall obtain a surety bond in the updated amount to begin on September 1.

F. The surety bond must be issued by a company authorized to do business in the State of Texas and shall be approved by the State. The Local Government shall provide a copy of the surety bond to be kept on file with TxDOT.

G. The Local Government shall be responsible for the actual cost of the maintenance on these specific roadways that is attributed to the operation of vehicles issued permits by the Local Government in accordance with this agreement. TxDOT will draw on the bond only if revenue collected from permits issued under this agreement is insufficient to pay for roadway maintenance costs attributed to traffic permitted under the agreement, and the Local Government fails to reimburse the Department for the shortfall. The establishment of the estimated maintenance costs and the surety bond amount does not limit TxDOT's authority to provide maintenance services that exceed the surety bond amount.

H. Before the Local Government may issue a permit and collect a fee for the movement of a vehicle or vehicle combination on a roadway designated in Attachment A, Scope of Service, Paragraph A, the Local Government must demonstrate to the satisfaction of the TxDOT that the roadway has sufficient structure to safely sustain the overweight loads. The Local Government may not issue a permit for the movement of a vehicle or vehicle combination after September 30, 2025, on a roadway designated in subsection A(12) of this section.

I. The Local Government is responsible for the maintenance and repair cost of each roadway designated in Attachment A, Scope of Service, Paragraph A that is not on the state highway system to the level of service determined by the City of Pharr or the local government that is responsible for that roadway. The Local Government must maintain and provide to TxDOT if requested the records detailing the use of the permit fees allocated to the Local Government for the maintenance of the roads that are not on the state highway system. The parties acknowledge that the roadway designated in subsection A(12) of this section will be maintained by the City of Pharr pursuant to an interlocal agreement between the City of Pharr and the Local Government attached hereto as Exhibit A.

J. The Local Government shall provide TxDOT with monthly reports by the 15th of the following month of all permits issued and funds collected in the issuance of oversize or overweight permits in a format to be approved by TxDOT. The Local Government shall maintain and make available electronic copies of all permits issued and fees transacted through the automated permitting system.

TxDOT Responsibilities

A. TxDOT will periodically maintain and repair the designated routes on the state highway system identified in Attachment A**,** Scope of Service, Paragraph A, similar to the performance and pavement conditions of other system roadways in accordance with established TxDOT regulations, specifications and engineering standards and practices.

B. Proceeds from permits sold, less administrative costs, will be used to pay for maintenance on the designated routes. Maintenance costs will include routine and preventive maintenance, restoration, or reconstruction of pavement or bridge assets as a result of overweight and oversize vehicles issued permits by the Local Government in accordance with the terms of this agreement.

C. The responsibility for determining the extent, frequency, and schedule of maintenance, repair and reconstruction operations, related inspections, and traffic routing during such operations shall rest with the TxDOT District Engineer in Pharr, Texas or his duly authorized representative.

D. Expenses for repair due to damage caused by deterioration, normal wear and tear and damages by vehicles not eligible for permits under this Agreement and that use the designated routes on the state highway system shall be the responsibility of TxDOT as determined by the TxDOT District Engineer in Pharr, Texas.

ATTACHMENT B

Budget

Permit Fee Collections and Distribution

A. The Local Government shall collect a fee for permits issued under this agreement. The maximum fee may not exceed $200 per trip. On September 1 of each year, the Local Government may adjust the maximum fee amount reflective of the 12-month percentage change occurring since September 1 of the preceding year as documented in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, published monthly by the United States Bureau of Labor Statistics or its successor in function. The Local Government shall notify TxDOT of any increase in the maximum permit fee and its basis of calculation prior to its implementation.

B. The Local Government may retain administrative costs not to exceed 15% (fifteen percent) of permit fees.

C. The remaining portion of the permit fees not authorized to be maintained by the Local Government under paragraph B of this Attachment will be split between TxDOT and the Local Government based on the provisions of this paragraph. The total length of the designated routes in Attachment A is 57.8-miles, of which 57-miles is managed and will be maintained by TxDOT, and 0.8-miles is managed and will be maintained by City of Pharr. The collected permit fee less administrative costs should be shared based on pro-rated miles between TxDOT and the Local Government. Based on the ratio of miles TxDOT will be paid 98.62% of the remaining permit fees and the Local Government 1.38% of the remaining permit fee. The TxDOT portion of the permit fees shall be electronically deposited by the Local Government into the State Highway Fund. The Local Government is solely responsible for transferring the 1.38 % of the fees to the City of Pharr.

D. Upon execution of the agreement and the commencement of permit issuance under this agreement, the Local Government will deposit collected permit fees, less allowable administrative costs, to the State Highway Fund on a weekly basis.

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work
All work performed by the Local Government under this Agreement shall be funded by the permit fees collected under this Agreement or other revenue sources available to the Local Government. No additional State funds shall be authorized to facilitate the issuance of the oversize or overweight permits.

Article 2. Amendments
This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Nonconforming Work
If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 4. Termination
A. This contract terminates at the end of the contract term, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.
B. In the event that for any reason, the Local Government defaults under the terms of this agreement, TxDOT will notify the Local Government in writing of the defaults. If the Local Government does not correct the defaults within thirty (30) days, TxDOT will terminate the agreement and revoke the Local Government's authority to issue permits.
C. Upon termination of the Agreement, the Local Government shall discontinue the issuance of permits and transfer all funds owed to the State to the State Highway Fund. The Local Government will be responsible for any needed maintenance to the roadways listed in Attachment A and attributed to the operation of vehicles permitted under this Agreement that is not covered by the permit fees transferred to TxDOT at the time of termination. The agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 5. Funding
Fees collected by the Local Government shall be credited to the appropriate account as directed by TxDOT.

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.

Article 7. Conflict of Interest
The Local Government shall not assign an employee to a project if the employee:
A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
B. has a direct or indirect financial interest in the outcome of the project;

C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
D. is a current part-time or full-time employee of TxDOT.

Article 8. Local Government Resources
All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 9. 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 10. Disputes
The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 11. Remedies
This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

Article 12. Records and Ownership
A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.
D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
E. 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 13. Equal Employment Opportunity

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

Article 14. Civil Rights Compliance

A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
   b. cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local

Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 15. Noncollusion

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the TxDOT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

Article 16. Lobbying Certification

In executing this agreement, each signatory certifies that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties 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 statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 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 failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

Article 17. 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. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Article 19. 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:

Local Government:	HCRMA Executive Director 203 W. Newcombe Ave Pharr, Texas 78577
TxDOT:	Texas Department of Transportation Director of Contract Services 6230 E Stassney Lane Austin, TX 78744

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.

Article 20. Pertinent Non-Discrimination Authorities
During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

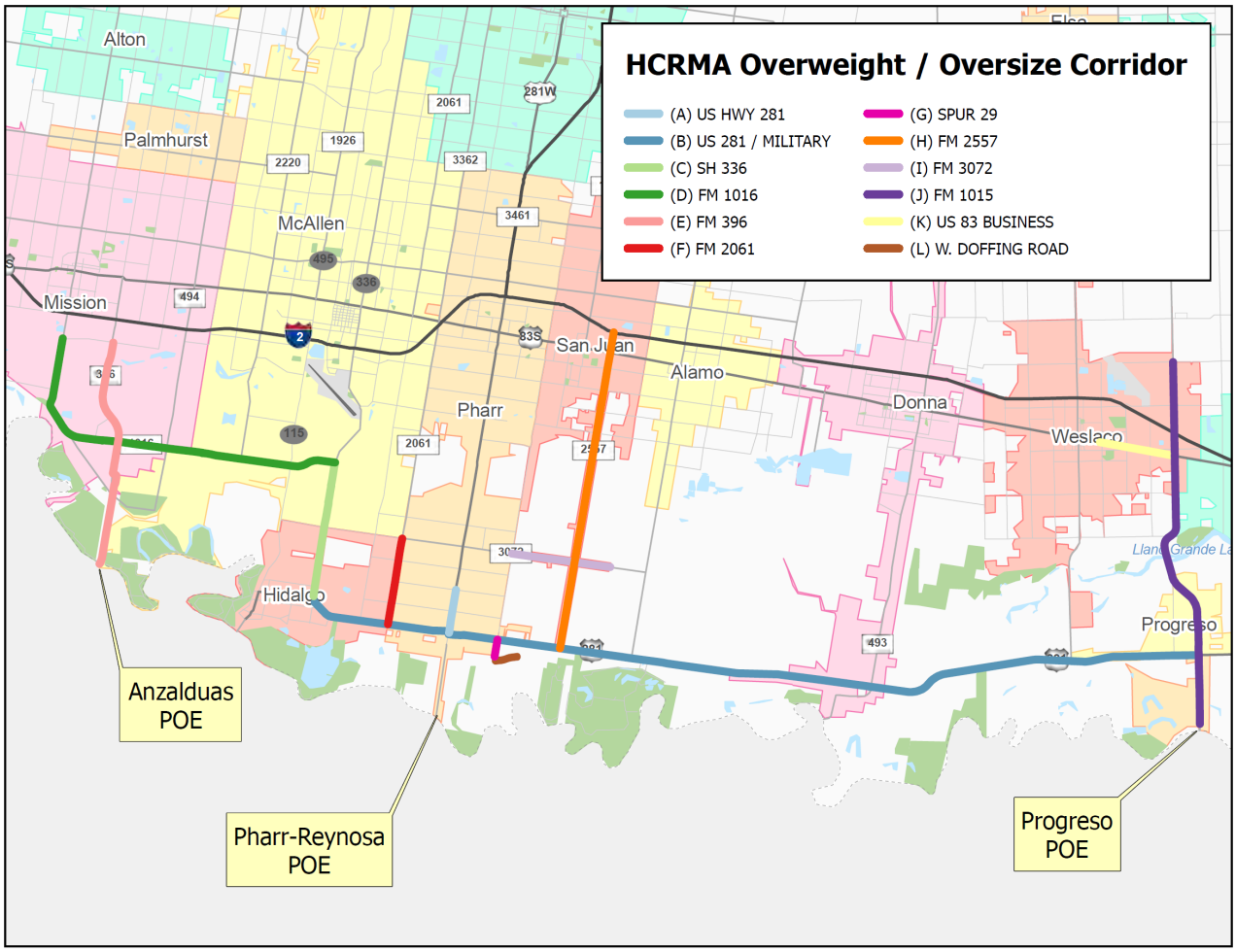
ATTACHMENT D

Resolution or Ordinance

Local Government will provide resolution just before signing

ATTACHMENT E

Location Maps Showing Project



HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2024 – 40

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 22nd day of October, 2024 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, on October 25, 2022 the Authority approved 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 and expiring on November 17, 2023;

WHEREAS, on October 24, 2023 the Authority approved 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;

WHEREAS, the approved 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 22nd day of October, 2024, at which meeting a quorum was present.

Ezequiel Reyna Jr., Vice-Chairman

Juan Carlos Del Ángel, 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, 2023

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2024

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By:_____
Richard F. Cortez
Chairman of Board of Directors

Date:_____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Ezequiel Reyna, Jr.
Vice-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. 2024-41

APPROVAL OF INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY

THIS RESOLUTION is adopted this 29th day of October, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, 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 August 22, 2024, the Texas Transportation Commission passed Minute order 116755, amending section §28.102, Authority's Powers and Duties, to be codified under Title 43, Texas Administrative Code, Part 1;

WHEREAS, the amendment adds an off-system route defined as W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd. (Spur 29) to 0.8 miles east of that intersection (Doffin); and authorizes the AUTHORITY to issue overweight permits

on this route until September 30, 2025.

WHEREAS, the Board finds it to be in the best interest of the Authority to enter into an Interlocal Agreement with the City of Pharr for the maintenance and repair of the Doffin Road segment.

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 City of Pharr and the Authority, attached hereto as Exhibit A.

Section 3. Subject to Legal Counsels final approval, the Board hereby authorizes the Executive Director to execute the Interlocal Agreement between the City of Pharr and the Authority.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 29th day of October, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PHARR AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR THE OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR AND
HIDALGO COUNTY REGIONAL MOBILITY
FOR MAINTENANCE OF ROADWAY IN THE OVERWEIGHT CORRIDOR

THIS INTERLOCAL COOPERATION AGREEMENT (the "**Agreement**") is made and entered into effective as of the _____ day of October, 2024, by and between the **CITY OF PHARR**, a home rule municipality of the State of Texas operating pursuant to Chapter 9, Title 2 of the Texas Local Government Code (the "**CITY**") and the **HIDALGO COUNTY REGIONAL MOBILITY HCRMA**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (the "**HCRMA**"), both situated in Hidalgo County, Texas.

The initial addresses of each of the parties, which either party may change by given written notice to the other, are as follows:

HCRMA	CITY
Hidalgo County Regional Mobility Authority	City of Pharr
203 Newcome Ave	118 S. Cage Blvd.
Pharr, Texas 78577	Pharr, Texas 78577
Attn: Pilar Rodriguez, Executive Director	Attn: Jonathan Flores, City Manager

WHEREAS, Chapter 791, Texas Government Code (the "**Texas Interlocal Cooperation Act**") provides that one or more public agency may contract with each other for the performance of a governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033, Texas Transportation Code provides that a regional mobility HCRMA may enter into interlocal agreements with one or more governmental entities for project development related services, including the acquisition of real property, rights of way, property rights, easements and other interests in real property; and

WHEREAS the CITY and the HCRMA share the goal of improving mobility within the CITY corporate limits, the CITY's Extraterritorial Jurisdiction (ETJ), and throughout the region; and

WHEREAS, Subchapter S of Chapter 623, Texas Transportation Code (the "Act") authorizes the AUTHORITY to issue overweight/oversized permits, provided that permit fees shall be used only for (i) the construction and maintenance of the roads identified by the Act or the Commission (defined below) as part of an overweight corridor and (ii) the

AUTHORITY's administrative costs, which may not exceed fifteen percent (15%) of the fees collected, and

WHEREAS, the Texas Transportation Commission (the "Commission") passed Minute Order 116755 on August 22, 2024, amending section §28.102, HCRMA's Powers and Duties, to be codified under Title 43, Texas Administrative Code, Part 1 (the "Order"); and

WHEREAS, the amendment adds an additional route designated by the commission for which the HCRMA is authorized to issue permits for the operation of oversize/overweight vehicles; and

WHEREAS, the route is more clearly defined as being W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd. (Spur 29) to 0.8 miles east of that intersection, an "off-system road", meaning the roadway is not part of the Texas Department of Transportation's (the "Department") State Highway System; and

WHEREAS, the HCRMA, is given the responsibility to maintain this off-system road by the Order; and

WHEREAS, the CITY, has a vested interest in the development of this area and has annexed part of this roadway and adjacent properties to its CITY limits; and

WHEREAS, the CITY has the capability to maintain and improve the roadway to meet the overweight standards; and

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;

NOW THEREFORE, the CITY and the HCRMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

I. HCRMA Responsibilities.

A. Issue permits for the transport of oversize and overweight loads in compliance with all federal and state laws and in accordance with the Act and 43 TAC §28.100 – §28.107 for the following off-system designated routes:

(1) the segment of W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd (Spur 29) to 0.8 miles east of that intersection, which segment is not on the state highway system.

B. The HCRMA shall utilize an automated permitting system for the issuance of oversize or overweight permits, collection of fees, and generation of reports. The HCRMA shall be responsible for ensuring that all applicable

and required information necessary for the issuance of a permit is properly entered into the permitting system.

C. A permit shall be issued for each one-way trip. The HCRMA shall ensure that truck axle configurations, and each axle group load are accurately entered on each permit. The HCRMA shall require permits to show an address, port, or port of entry where a permitted haul begins, and where it either terminates or leaves the corridor.

D. The HCRMA shall retain administrative costs of fifteen percent (15%) of the fees and shall disburse allocated fees to the CITY as prescribed in Attachment A, Budget.

E. Before the HCRMA may issue an overweight permit and collect a fee for the movement of a vehicle or vehicle combination on a roadway designated in Section A.(1), the CITY must demonstrate to the satisfaction of TxDOT that the roadway has sufficient structure to safely sustain the overweight loads.

F. The HCRMA shall provide the CITY with reports showing the number of overweight permits issued and funds collected in the previous calendar year. The HCRMA shall maintain and make available electronic copies of all permits issued and fees transacted through the automated permitting system.

G. The HCRMA has or will establish an interlocal agreement or maintenance contract with the Department to provide for the allocation of permit fees between the Department and the AUTHORITY for this off-system roadway and provide the AUTHORITY the right to assign maintenance responsibilities for the roadway to the CITY.

II. CITY Responsibilities.

A. The City is responsible for the maintenance and repair cost of each roadway designated in section I.A(1), similar to the performance and pavement conditions of other system roadways in accordance with established TxDOT regulations, specifications and engineering standards and practices.

B. Proceeds from permits sold, less administrative costs, will be used to pay for maintenance on the designated routes. Maintenance costs will include routine and preventive maintenance, restoration, or reconstruction of pavement or bridge assets as a result of overweight and oversize vehicles issued permits by the HCRMA in accordance with the terms of this agreement.

C. The responsibility for determining the extent, frequency, and schedule of maintenance, repair and reconstruction operations, related inspections, and traffic routing during such operations shall rest with the TxDOT District Engineer in Pharr, Texas or his duly authorized representative.

D. Expenses for repair due to damage caused by deterioration, normal wear and tear and damages by vehicles not eligible for permits under this Agreement and that use the designated routes shall be the responsibility of CITY as determined by the TxDOT District Engineer in Pharr, Texas.

III. Term and Termination.

A. This Agreement begins when fully executed by both parties and shall remain in effect (i) through September 30, 2025, the term provided under the Order; or (ii) if the roadway is adopted by statute, this Agreement shall remain in effect for perpetuity or until maintenance and overweight/oversized permits for this roadway are deemed no longer necessary by the Authority; or (iii) until .otherwise terminated as provided in this Agreement. Unless authorized by statute, the HCRMA may not issue a permit for the movement of a vehicle or vehicle combination after September 30, 2025, on a roadway designated in section I.A.(1).

B. This Agreement terminates at the end of the Agreement term, by mutual written agreement, or thirty (30) days after either party gives notice to the other party, whichever occurs first. The HCRMA shall neither incur nor be reimbursed for any new obligations after the date of termination.

C. Either party may terminate this Agreement without cause on thirty (30) days' written notice to the other party. If terminated, the HCRMA shall be paid all services and expenses rendered through the date of termination.

D. Upon termination of the Agreement, the HCRMA shall discontinue the issuance of permits and transfer all funds owed to the CITY. The CITY will be responsible for any needed maintenance to the roadways listed in Attachment A, Section A(1) and attributed to the operation of vehicles permitted under this Agreement that is not covered by the permit fees transferred to CITY at the time of termination. The Agreement shall not be considered as specifying the exclusive remedy for any dispute, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

IV. Miscellaneous.

A. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the CITY or the HCRMA to perform any act contrary to law;

and, whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

C. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto with regard to the matters described hereunder 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 the CITY and the HCRMA, and not otherwise.

D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance with the notice provisions above.

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Attachment A to this Agreement is incorporated in full by this reference as if such attachment were set forth in the body 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.

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. **HCRMA to Execute.** The execution and performance of this Agreement by the CITY and the HCRMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the CITY and the HCRMA 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. The parties acknowledge that this Agreement provides for the provision of services and is subject to Tex. Loc. Gov't Code, Sec. 271.151, et. seq. Subject thereto, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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. For avoidance of doubt, the HCRMA will not appropriate funds under this Agreement other than the collected, allocated permit fees described in Attachment.

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. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

[signatures to follow]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By:_____
Jonathan Flores, City Manager

HIDALGO COUNTY REGIONAL MOBILITY HCRMA

By:_____
Pilar Rodriguez, Executive Director

ATTACHMENT A

Budget

Permit Fee Collections and Distribution

A. The HCRMA shall collect a fee for permits issued under this Agreement. The maximum fee may not exceed $200 per trip. The HCRMA and TxDOT may adjust the maximum fee amount and allocation of parties. The HCRMA shall notify CITY of any increase in the maximum permit fee and its basis of calculation prior to its implementation.

B. The HCRMA shall retain administrative costs not to exceed fifteen percent (15%) of permit fees.

C. The remaining portion of the permit fees, eighty-five percent (85%), will be split between TxDOT and the CITY based on the provisions of this paragraph. The total length of the designated overweight routes is 57.8-miles, of which 57-miles is managed and will be maintained by TxDOT, and 0.8-miles is managed and will be maintained by the City of Pharr. The collected permit fee less administrative costs will be allocated based on pro-rated miles of TxDOT and the CITY. Based on the ratio of miles, TxDOT will be paid 98.62% of the remaining permit fees and the CITY will be paid 1.38% of the remaining permit fee. The HCRMA is responsible for collecting and transferring the 1.38% of the fees to the CITY by January 15th for permit fees collected in the previous calendar year.

D. Upon execution of the Agreement and the commencement of permit issuance under this Agreement, the HCRMA will pay the collected and allocated permit fees, less allowable administrative costs, to the CITY on an annual basis.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-42

APPROVAL OF A RESOLUTION SUPPORTING PARTNERING WITH THE CITY OF PHARR TO ISSUE OVERWEIGHT & OVERSIZED PERMITS ON OFF-SYSTEM ROADWAYS

THIS RESOLUTION is adopted this 29th day of October, 2024, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, 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 TxDOT 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 August 22, 2024, the Texas Transportation Commission passed Minute order 116755, amending section §28.102, Authority's Powers and Duties, to be codified under Title 43, Texas Administrative Code, Part 1;

WHEREAS, the amendment adds an off-system route defined as W. Doffing Road from the intersection with Doffin Canal Road/S. Veterans Blvd. (Spur 29) to 0.8 miles east of that intersection (Doffin); and authorizes the AUTHORITY to issue overweight permits on this route until September 30, 2025.

WHEREAS, the Board finds it to be in the best interest of the Authority to support partnering with the City of Pharr to issue overweight permits on additional off-system routes;

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 supporting partnering with the City of Pharr to issue overweight and oversized permits on off-system roadways, hereto attached as Exhibit A.

*****

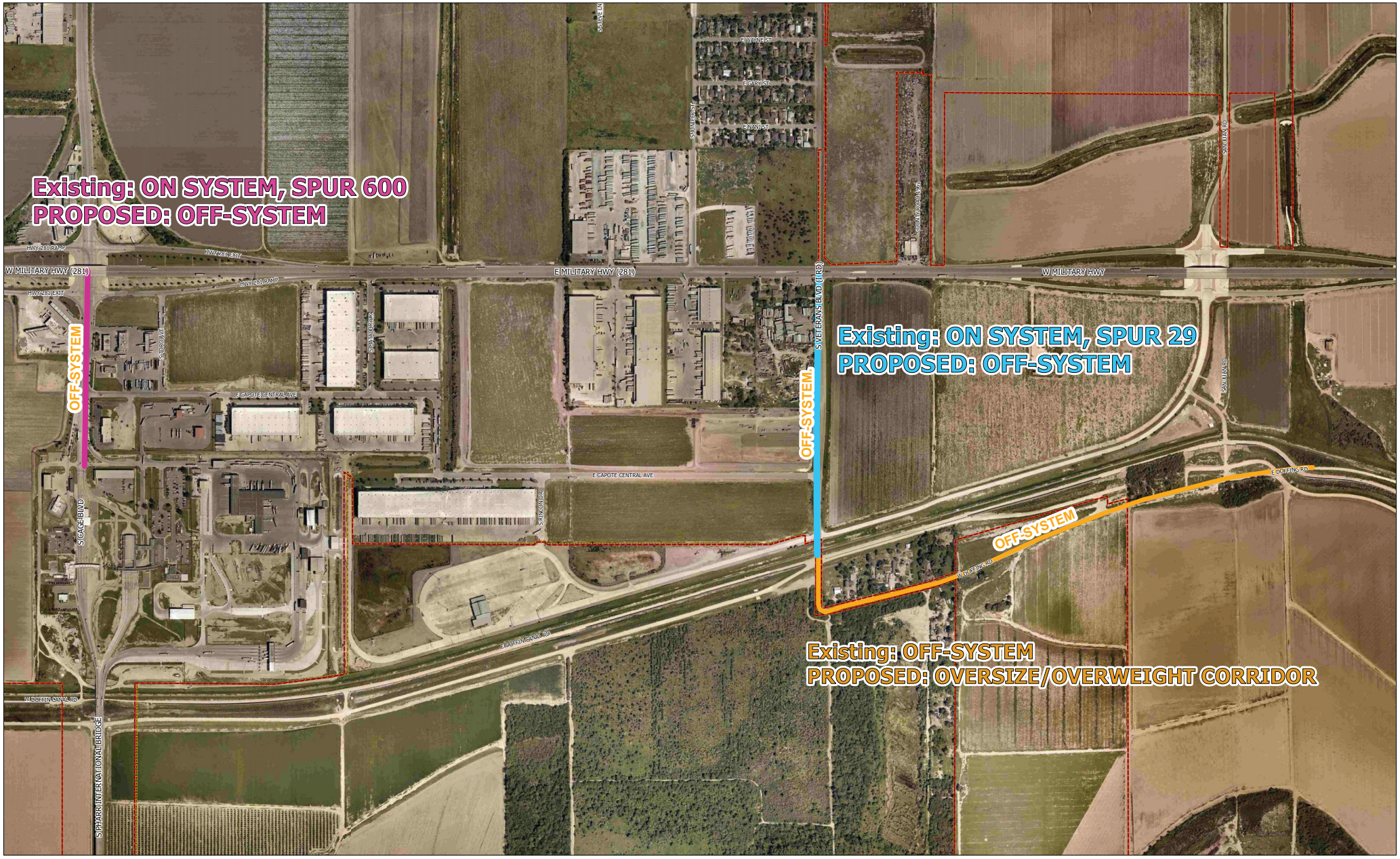
PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 29th day of October, 2024, at which meeting a quorum was present.

Ezequiel Reyna, Jr., Vice Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

MAP OF ROADWAYS PROPOSED BY THE CITY OF PHARR FOR ISSUANCE OF OVERWEIGHT AND OVESIZED PERMITS



Scale: 1:3,504

0 145 290 580 870 1,160 Feet

Pharr Engineering

N W E S

City of Pharr, Texas
Engineering Department
956.402.4221

Date: 10/21/2024

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2024-43

APPROVAL AND CONSIDERATION TO REMOVE S. DAVID DEANDA AS A SIGNATORY AND THE ADDITION OF ROBERT L. LOZANO AS AN AUTHORIZED SIGNATORY ON THE PLAINSCAPITAL BANK ACCOUNT

THIS RESOLUTION is adopted this 19th day of November 2024 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; and

WHEREAS, it has become necessary to revise the authorized signatories for the PlainsCapital Bank account;

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 S. David Deanda as an authorized signatory on the PlainsCapital Bank Account.

Section 3. The Board authorizes the addition of Robert L. Lozano as a signatory on the PlainsCapital Bank Account.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 19th day of November, 2024, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Attest:

Carlos Del Angel, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2024- 44

APPROVING DESIGNATION OF RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 19th day of November 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); 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, Robert L. Lozano, as the primary member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.

Section 3. The Board of Directors hereby appoints Vice Chairman, Ezequiel Reyna, Jr., 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, Ramon Navarro IV, Chief Construction Engineer, and Ruben Alfaro, Development 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 19th day of November 2024, which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Resolution # 2024-45

No Action

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-46

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 3 WITH B2Z ENGINEERING FOR MATERIAL TESTING SERVICES ON THE PROPOSED WETLAND MITIGATION FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 19th day of November 2024, 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.

WHEREAS, on March 22, 2022, the Authority approved Resolution 2022-28 Work Authorization No. 2 Supplemental No. 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.

WHEREAS the Authority considers and approves Resolution 2024-46 Work Authorization #3 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 $278,067.32.

***

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 Supplemental Work Authorization 3 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 $278,067.32. hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization 3 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 19th day of November 2024, at which meeting a quorum was present.

Robert L. Lozano., Chairman

Carlos Del Angel, Secretary/Treasurer

WORK AUTHORIZATION NO. 3
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and 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 $ 278,067.32 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 3/28/2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

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

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

~~83~~	~~Volumetric Shrinkage~~	~~ASTM D427~~	~~each~~	~~$ 57.82~~			
84	Unconf ned Compress on Test (So)	ASTM D2166	each	$ 62.00			
85	Unconf ned Compress on Test (oc)	ASTM D2938	each	$ 76.00			
86	Unconf ned Compress on Test (oc) (Method D)	ASTM D7012	each	$ 57.25			
	Unconsolidated Undrained (UU) Triaxial Compression Test						
87	1. Set of Three	Tex-118-E	set	$ 275.00			
88	2. Multistage	Tex-118-E	each	$ 250.00			
	Consolidated Undrained (CU) Triaxial Compression Test						
89	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 1,220.00			
90	2. Multistage	Tex-131-E or ASTM D4767	each	$ 1,040.00			
	Consolidated Drained (CD) Triaxial Compression Test						
91	1. Set of Three	Tex-131-E or ASTM D4767	set	$ 860.00			
92	2. Multistage	Tex-131-E or ASTM D4767	each	$ 820.00			
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	$ 475.00			
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	$ 650.00			
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	$ 589.80			
96	es ent Modu us (f ne-gra ned so s)	AASHT T307	each	$ 950.00			
	Hot Mix Asphalt Testing						
97	S eve Ana ys s of F ne and Coarse Aggregates	Tex-200-F	each	$ 68.33			
98	Bu Spec f c Grav ty and Water Absorpt on of Aggregates	Tex-201-F	each	$ 76.00			
99	Apparent Spec f c Grav ty of Mater a F ner Than 180 µm (No. 80) S eve	Tex-202-F	each	$ 52.00			
100	Sand Equivalent Test	Tex-203-F	each	$ 78.00			
101	Labortory Method of M x ng B tum nous M xtures	Tex-205-F	Set of 3	$ 105.00			
102	Compacting Specimens Using the Texas Gyratory Compactor (TG	Tex-206-F	Set of 3	$ 90.00			
103	Determ n ng Bu Spec f c Grav ty of Compacted B tum nuous M xtures	Tex-207-F ( )	each	$ 30.00			
104	Determ n ng n-P ace Dens ty of Compacted B tum nuous M xtures (Nuc ear Method)	Tex-207-F ( )	each	$ 30.00			
105	Aspha t o ng Pattern (Nuc ear Method)	Tex-207-F (V)	each	$ 82.00			
106	Segregat on Prof e	Tex-207-F (V)	each	$ 175.00			
107	Jo nt Dens ty	Tex-207-F (V)	each	$ 175.00			
108	Test of Stab ometer Va ue of B tum nous M xtures	Tex-208-F	set of 3	$ 120.00			
109	Determ n ng Aspha t Content of B tum nous M xtures by Extract on	Tex-210-F	each	$ 147.81			
110	ecovery of Aspha t from B tum nou M xtures by the Abson Pro	Tex-211-F	each	$ 218.00			
111	Determ n ng Mo sture Content of B tum nous M xtures	Tex-212-F	each	$ 54.00			
112	Determ n ng Hydrocarbon-Vo at e Content of B tum nous M xture	Tex-213-F	each	$ 110.00			
113	Determ n ng De eter ous Mater a and Decantat on Test for Coarse Aggregates	Tex-217-F	each	$ 78.84			
114	nd rect Tens e Strength Test	Tex-226-F	each	$ 475.00			
115	Theoret ca Max mum Spec f c Grav ty of B tum nous M xtures	Tex-227-F	each	$ 95.00			
116	Determ n ng Aspha t Content of B tum nous M xtures by the Nuc ear	Tex-228-F	each	$ 60.00			
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 60.00			
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	$ 55.00			
119	Determ n ng Aspha t Content from Aspha t Pav ng M xtures by the gn t on Method	Tex-236-F	each	$ 130.00			
120	Asphalt Release Agents	Tex-239-F	each	$ 75.00			
121	Superpave Gyratory Compact ng of Test Spec mens of B tum nous	Tex-241-F	each	$ 130.00			
122	Hamburg Wheel Tracker	Tex-242-F	each	$ 236.51			
123	Tack Coat Adhesion	Tex-243-F	each	$ 104.09			
124	Threma Prof e	Tex-244-F	each	$ 126.14			
125	Cantabro Loss	Tex-245-F	each	$ 190.00			
126	Permeab ty or Water F ow of Hot M x Aspha t	Tex-246-F	each	$ 68.00			
127	Overlay Test	Tex-248-F	set of 3	$ 675.00			
128	Flat and Elongated Particles	Tex-280-F	each	$ 58.29			
129	Samp ng B tum nous Mater a s, Pre-Mo ded Jo nt F ers, and Jo nt	Tex-500-C	each	$ 60.00			
130	Asphalt Binder Water in Petroleum	501-C AASHT	each	$ 93.00			
131	Penetrat on of B tum nous Mater a s	502-C AASHT	each	$ 75.00			
132	Duct ty of Aspha t Mater a s	503-C AASHT	each	$ 110.00			
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHT	each	$ 60.00			
134	Soften ng Po nt of B tumen (ng and Ba Apparatus	505-C AASHT	each	$ 90.00			
135	So ub ty of B tum nous Mater a s	507-C AASHT	each	$ 100.00			
136	Spec f c Grav ty	08-C AASHT	each	$ 70.00			
137	Spot Test of Aspha t c Mater a s	09-C AASHT	each	$ 155.00			
138	Effect of Heat and A r on Aspha t Mater a s (Th n-F m ven Test)	510-C AASHT	each	$ 63.00			
139	F ash Po nt w th Tag pen-Cup Apparatus for Use w th Mater a H	512-C AASHT	each	$ 68.00			
140	Saybolt Viscosity	513-C AASHT	each	$ 75.00			
141	Cutbac Aspha ts - Spec f c Grav ty, AP Grav ty, or Dens ty of Cutbac Aspha ts by Hdyrometer Method; Emu s f ed Aspha ts - We ght per Ga on of Emu s f ed Aspha t	Tex-514-C ASTM D3142 ASTM D244	each	$ 130.00			
142	D st at on of Cutbac Aspha t Products	515-C AASHT	each	$ 170.00			
143	F oat Test for B tum nous Mater a s	519-C AASHT	each	$ 70.00			
144	Standard Test Method for Emu s f ed Aspha ts	521-C AASHT	each	$ 190.00			
145	V scos ty of Aspha ts by Vacuum Cap ary V scometer	28-C AASHT	each	$ 35.00			
146	K nemat c V scos ty of Aspha ts (B tumens)	29-C AASHT	each	$ 75.00			
147	Bo Test (Effect of Water on Pav ng M x)	Tex-530/531-C	each	$ 130.00			
148	Field Coring - ACP Thickness	ASTM D3549	each	$ 100.00			
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	$ 130.00			
150	Determ n ng Po ymer Add t ve Percentages n Po ymer Mod f ed	Tex-533-C	each	$ 60.00			
151	Ca cu at ng V scos ty from Penetrat on	Tex-535-C	each	$ 75.00			
152	E ast c ecovery of Tens e Deformat on Us ng a Duct ometer	Tex-539-C	each	$ 65.00			
153	Measurement of Po ymer Separat on on Heat ng n Mod f ed Aspha at	Tex-540-C	each	$ 95.00			
154	o ng Th n F m ven Test for Aspha t B nders	41-C ASSHT	each	$ 110.00			
155	F exura Creep St ffness Us ng the Bend ng Beam heometer	AASHTO T313	each	$ 200.00			
156	Determ n ng heo og ca Propert es of Aspha t B nder Us ng a Dy	AASHT T315	each	$ 120.00			
157	Determ n ng Brea ng ndex for Aspha t Emu s ons	Tex-542-C	each	$ 215.00			
158	es ence Test for Sea ants and epa r Mater a s	Tex-547-C	each	$ 250.00			
159	Tensile Strain to Failure	Tex-548-C	each	$ 60.00			
160	Cone Flow Test	Tex-549-C	each	$ 55.00			
161	F ex b ty Test for Sea ants and epa r Mater a s	Tex-550-C	each	$ 250.00			
162	Sett ement of Sea ants and epa r Mater a s	Tex-551-C	each	$ 88.00			
	Concrete & Aggregate Testing						
163	S eve Ana ys s for Conc. Agg	Tex-401-A	each	$ 73.58			
164	F neness Modu us for Conc. Agg	Tex-402-A	each	$ 18.00			
165	SSD Spec f c Grav ty / Absorpt on Conc. Agg	Tex-403-A	each	$ 78.00			
166	Un t We ght of Conc. Agg	Tex-404-A	each	$ 40.00			
167	Determining Pecent Voids and Solids in Concrete	Tex-405-A	each	$ 65.00			
168	Decantat on for Conc. Agg	Tex-406-A	each	$ 54.00			
169	rgan c mpur t es for Conc. Agg	Tex-408-A	each	$ 52.00			
170	Free Mo sture and Water Absorpt on n Aggregate for Concrete	Tex-409-A	each	$ 65.00			
171	L.A. Abrasion	Tex-410-A	each	$ 400.00			
172	5 Cyc e Magnes um Soundness	Tex-411-A	each	$ 450.00			
173	De eter ous Mater a for Conc. Agg	Tex-413-A	each	$ 60.00			
174	A r Content of Fresh Concrete by Vo umeter c	Tex-414-A	each	$ 30.00			
175	S ump of Fresh Concrete	Tex-415-A	each	$ 23.00			
176	A r Content of Fresh Concrete by Pressure	Tex-416-A	each	$ 26.28			
177	Un t We ght, Y e d and A r Content (Grav metr c) of Concrete	Tex-417-A	each	$ 35.00			
178	Comp. Strength of Cy . Conc. Spec men	Tex-418-A	each	$ 15.00			
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	$ 20.00			
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	$ 250.00			
181	Absorpt on and Dry Bu Spec f c Grav ty of L ghtwe ght Coarse	Tex-433-A	each	$ 95.00			
182	Test F ow of Grout M xtures (F ow Cone Method)	Tex-437-A	each	$ 65.00			
183	Acce erated Po sh Test for Coarse Aggregate	Tex-438-A	each	$ 675.00			

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

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

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

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

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

Length: N/A

Highway: 365TOLL

Limits: (See Location Map Attached)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Enter all test data in APPIA.

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

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

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

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

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

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

ATTACHMENT E-1
Final Cost Proposal Form

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

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

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

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. 2024-47

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 2 WITH B2Z ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 3 FOR MATERIAL TESTING SERVICES ON THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 19th day of November, 2024, 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 on February 22, 2022 the Authority approved 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; and

WHEREAS the Authority finds it necessary to approved Resolution 2024-47 for Contract Amendment Number 2 to the Professional Services Agreement with B2Z Engineering to increase the maximum amount payable amount from 1,946,662.66 to 2,224,729.98 for a total increase of $278,067.32 for 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 fullyrestated.

Section 2. The Board hereby approves Contract Amendment Number 2 to the Professional Services Agreement with B2Z Engineering, Inc. for Work Authorization 3 to increase the maximum amount payable to 2,224,729.98 (hereto attached as Exhibit A).

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 2 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 19th day of November 2024, at which meeting a quorum was present.

Roberto L. Lozano, Chairman

Carlos Del Angel, Secretary/Treasurer

Exhibit A

Contract Amendment Number 2 to the

Professional ServiceAgreement with

B2Z Engineering, LLC. for

Construction Material Testing Services

ATTACHMENT D-3

CONTRACT AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING / DESIGN SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 2 TO MAIN CONTRACT is made pursuant to the terms and conditions of "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 $1,946,662.66 to $2,224,729.98 for a total increase of $278,067.32 for Work Authorization No. 3 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. 2024-48

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2025 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 17th day of December, 2024 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, 2025, and ends on December 31, 2025; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2025 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 2025 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 2025 Operating and Capital Budget.

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Passed and Approved as to be effective immediately this 17th day of December 2024, 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.

Robert L. Lozano, Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2025
OPERATING AND CAPITAL BUDGET

Board of Directors
Robert L. Lozano, Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

November 27, 2024

Chairman Lozano
Members of the Board of Directors
Hidalgo County Regional Mobility Authority
Citizens of Hidalgo County
Pharr, Texas 78577

We are pleased to present the Budget for the Hidalgo County Regional Mobility Authority for the year ending December 31, 2025. Copies are available for inspection at the Executive Director's Office and the Authority's website, www.hcrma.net.

GUIDELINES FOR DEVELOPING THIS YEAR'S BUDGET

The Budget has been developed consistent with the Authority's mission statement, *"To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services"*, complementing the Strategic Plan, a summary of which is included in this document, and will be implemented by staff according to the Authority's Vision—*Enhance the quality of life and economic vitality of the region.* We believe that it is realistic, attainable and cost-effectively meets the level of effort, envisioned in the mission statement, which you have directed the Authority's staff to provide within the constraints of the Authority's budgetary and financial policies.

OVERVIEW OF THIS YEAR'S BUDGET

The year begins with estimated working capital, debt service funds, and construction project balances at $159M. Total resources are expected to add to that almost $68.9M. Of that amount: $7.5M is expected to be received through vehicle registration fees, $2.0M in permit fees, 56.0M in federal grant and 3.4M from estimated interest earnings. Total appropriations amount to $129.8M--$3.9M of which is dedicated to operations, $8.7M to debt service, and $116.0M in capital construction of the 365 Tollway Project and $1.0M in environmental clearances of section A and section E. At this level of activity, we anticipate that ending working capital, debt service funds, capital construction, and capital improvement will approximate $98.1M.

CURRENT YEAR ISSUES

Revenues

A conservative approach was taken regarding the Vehicle Registration Revenues and were budgeted at $7.5M same as last year. Permit fees were budgeted at $2.0M.

Operating Budget

The estimated operating budget is $3.9M. This represents an increase of $300.8K or 8.21% as compared to last year. The increase is primarily due to the inclusion of $300K for outreach and marketing the 365 Toll Road Project.

Capital Outlay and Non-Capital Outlay

Amount budgeted this year is $31K, which consists of: $20K administration; $8K construction management; and $3K for project management. This represents a net decrease of $1.0M as compared to last year. The net decrease was essentially not purchasing the land from Texas Department of Transportation.

SUMMARY

We believe that this budget is realistic, attainable and cost-effectively meets not only the existing advance project development pace, which you have directed Authority staff to follow. It also addresses the issues that arose during the budget process. It will be closely monitored as to the performance of revenues and compliance with appropriations limits, with periodic reports provided to the Board of Directors.

In closing, I want to thank Celia Gaona, Chief Auditor/Compliance Officer Manager and Jose Castillo, Chief Financial Officer for each's contribution and efforts during the budget process and preparation of this document. Additionally, I would like to thank the Chairman and the Board of Directors for their direction and continued support of management and staff.

Respectfully Submitted,
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Pilar Rodriguez, PE
Executive Director

Hidalgo County Regional Mobility Authority
2025 Combined Budget Summary
All Funds

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund:				
General Fund-Operations	$ 9,786,626	$ 9,800,000	$ -	$ (3,970,904)
Sr Lien General FD(Reserved)	$ 6,465,958	$ 2,000,000	$ -	$ (1,765,444)
Total General Fund	**$ 16,252,584**	**$ 11,800,000**	**$ -**	**$ (5,736,348)**
Debt Service Funds:				
Senior Lien Vehicle Registration Fee Series 2020				
Revenue and Refunding Bonds	$ 395,827	$ 50,000	$ 3,970,904	$ -
Senior Lien Revenue Bond, Taxable Series 2022A	$ 4,064,391	$ 100,000	$ -	$ -
Junior Lien Revenue Bond, Taxable Series 2022B	$ (297,094)	$ 10,000	$ 1,765,444	$ -
				-
Tota Debt Service Funds	**$ 4,163,124**	**$ 160,000**	**$ 5,736,348**	**$ -**
Capital Project Funds:				
365 Toll Road	$ 19,590,688	$ 1,000,000	$ 95,459,312	$ -
Capital Immprovements	$ 119,000,000	$ 56,000,000	$ -	$ (95,459,312)
Tota Capital Project Funds	**$ 138,590,688**	**$ 57,000,000**	**$ 95,459,312**	**$ (95,459,312)**
TOTALS	**$ 159,006,396**	**$ 68,960,000**	**$ 101,195,660**	**$ (101,195,660)**

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
$ 3,978,555	$ 15,000	$ -	$ 3,993,555	$ 1,835,541	**$ 11,622,167**
$ -	$ -	$ -	$ -	$ 234,556	**$ 6,700,514**
$ 3,978,555	**$ 15,000**	**$ -**	**$ 3,993,555**	**$ 2,070,097**	**$ 18,322,681**
$ -	$ -	$ 3,970,904	$ 3,970,904	$ 50,000	$ 445,827
$ -	$ -	$ 3,295,900	$ 3,295,900	$ (3,195,900)	$ 868,491
$ -	$ -	$ 1,478,350	$ 1,478,350	$ 297,094	**$ -**
$ -	**$ -**	**$ 8,745,154**	**$ 8,745,154**	**$ (2,848,806)**	**$ 1,314,318**
$ -	$ 116,050,000	$ -	$ 116,050,000	$ (19,590,688)	$ -
$ -	$ 1,000,000	$ -	$ 1,000,000	$ (40,459,312)	$ 78,540,688
$ -	**$ 117,050,000**	**$ -**	**$ 117,050,000**	**$ (60,050,000)**	**$ 78,540,688**
$ 3,978,555	**$ 117,065,000**	**$ 8,745,154**	**$ 129,788,709**	**$ (60,828,709)**	**$ 98,177,687**

Hidalgo County Regional Mobility Authority
General Fund Budget Summary
For Year Ending December 31, 2025

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Beginning Working Capital	$ 3,421,686	$ 5,212,503	$ 6,834,698	$ 9,786,626
Revenues				
Vehicle Registration Fees	7,042,180	7,500,000	7,400,000	7,500,000
Permit fees oversize	1,346,636	1,300,000	1,800,000	2,000,000
Interest Income	264,483	200,000	300,000	300,000
Total Revenues	8,653,299	9,000,000	9,500,000	9,800,000
Expenditures				
Summary				
Personnel Services	1,640,941	2,906,501	1,671,972	2,856,805
Supplies	15,459	29,500	9,250	16,750
Other Services and Charges	508,195	692,700	569,200	981,000
Maintenance	4,492	33,000	5,500	108,000
Non-capital Outlay	6,490	23,000	8,000	16,000
Capital Outlay	-	1,103,000	-	15,000
Total Expenditures	2,175,577	4,787,701	2,263,922	3,993,555
Net Increase Before Other Financing Sources (Uses)	6,477,722	5,686,295	7,236,078	5,806,445
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - 2020A/2020B Bonds	(1,732,608)	(3,973,317)	(3,973,317)	(3,970,904)
Debt Service Fund - 2023 Bonds	(1,331,352)	-	-	-
Debt Service Fund - 2022B Bonds	-	-	(310,833)	-
2020 Project	(750)	-	-	-
Total Other Financing Uses	(3,064,710)	(3,973,317)	(4,284,150)	(3,970,904)
Net Increase (Decrease) After Other Financing Sources (Uses)	3,413,012	1,720,191	2,951,928	1,835,541
Ending Working Capital	$ 6,834,698	$ 6,932,694	$ 9,786,626	$ 11,622,167
Operating Expenditures per Day	$ 5,960	$ 8,722	$ 6,203	$ 10,941
No. of Days of Operating Expenditures in Working Capital	1,147	795	1,578	1,062
Bond Coverage Ratio: 2020A and 2020B Bonds	2.30	1.89	1.86	1.89

Departments Summary

Expenditure Detail:	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Personnel Services				
Salaries and Wages	$ 1,299,039	$ 2,225,091	$ 1,316,515	$ 2,173,984
Employee Benefits	315,652	640,460	329,607	643,821
Adminstrative Cost	26,250	40,950	25,850	39,000
Supplies	15,458	29,500	9,250	16,750
Other Services and Charges	500,571	692,700	569,200	981,000
Maintenance	4,492	33,000	5,500	108,000
Operations Subtotal	2,161,462	3,661,701	2,255,922	3,962,555
Capital and Non-capital Outlay	14,113	1,126,000	8,000	31,000
Total Expenditures	**$ 2,175,575**	**$ 4,787,701**	**$ 2,263,922**	**$ 3,993,555**
PERSONNEL				
Exempt	4	8	5	6
Non-Exempt	3	13	10	14
Part-Time	-	-	-	-
Total Positions Authorized	**7**	**21**	**15**	**20**

MAJOR FY 2025 GOALS

1.) Continue construction of the 365 Toll Project
2.) Releasing International Border Trade Crossing capital assets to Texas Department of Transportation
3.) Begin enviornmental clearance document for Section A and Section E.
4.) Outreach and marketing the 365 Toll Project.

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Administration

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Department Summary

Expenditure Detail:	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
COMPENSATION				
Salaries	$ 591,170	$ 770,700	$ 563,821	$ 844,500
Contingency	-	38,538	-	42,225
Total Salaries	591,170	809,238	563,821	886,725
Other				
Overtime	1,300	500	2,217	1,000
Vehicle Allowance	16,823	26,400	16,800	26,400
Phone Allowance	5,128	7,500	5,100	7,500
Total Other	23,251	34,400	24,117	34,900
Sub-Total	614,421	843,638	587,938	921,625
Benefits/Other:				
Social Security	33,088	61,945	39,500	67,911
Health Insurance	31,350	51,965	22,700	59,040
Retirement	63,383	96,763	67,532	123,838
EAP-Assistance	-	122	-	348
Retirement-Usct	-	90,000	-	90,000
Administrative Fee	9,825	13,650	10,100	15,600
Total Compensation and Adm. Fees	752,067	1,158,083	727,770	1,278,362
SUPPLIES				
Office Supplies	9,096	12,000	3,800	6,000
Total Supplies	9,096	12,000	3,800	6,000
OTHER SERVICES & CHARGES				
Janitorial	47	1,000	-	1,000
Utilities	2,846	2,800	2,800	3,000
Contractual Services		-	5,200	8,000
Contractual Adm/IT Services	10,606	12,000	12,000	12,000
Dues & Subscriptions	18,129	18,000	15,000	18,000
Subscriptions-software	863	1,200	100	500
Postage/FedEx/Courier Services	2,693	2,500	1,500	2,000
General Liability	4,010	5,000	5,000	5,000
Insurance - E&O	1,747	2,000	2,000	2,000
Insurance - Surety	-	800	800	800
Insurance - LOC	458	500	500	500
Insurance - Other	4,765	4,000	4,000	7,000
Insurance - Cybersecurity	7,123	10,000	10,000	12,000
Business Meals	1,423	2,000	1,500	2,500
Advertising	-	2,000	2,000	2,200
Marketing	-	-	-	250,000
Outreach	-	-	-	50,000
Training	7,808	8,000	5,000	8,000
Travel	2,786	8,000	1,000	6,000
Printing	436	10,000	1,000	10,000
Bank service charges	-	100	100	100
Accounting & Auditing	34,460	40,000	34,000	40,000

Expenditure Detail (Continued):	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Legal services	$ 16,705	$ 50,000	$ 30,000	$ 50,000
Legal services-gov. affairs	130,000	120,000	120,000	120,000
Financial consulting fees	32,747	55,000	23,000	20,000
Insurance consultant	-	10,000	10,000	15,000
Rental - Office	236	54,000	54,000	54,000
Rental - Office Equipment	7,099	8,500	8,500	9,000
Rental- Other	1,852	3,000	2,500	3,500
Contractual Website Services	2,400	2,400	2,400	25,000
Miscellaneous	-	500	6,000	500
Penalties & Interest	9,886	100	-	100
Total Other Services & Charges	301,125	433,400	359,900	737,700
MAINTENANCE				
Building Remodel	-	20,000	-	100,000
Maintenance and Repairs	2,167	10,000	3,500	5,000
Total Maintenance	2,167	30,000	3,500	105,000
CAPITAL OUTLAY				
Capital outlay	-	10,000	-	10,000
Acquisition-Land	-	1,085,000	-	-
Non-capital	6,490	10,000	5,000	10,000
Total Capital Outlay	6,490	1,105,000	5,000	20,000
Total Expenditures	$ 1,070,945	$ 2,738,483	$ 1,099,970	$ 2,147,062

Department Summary

Expenditure Detail:	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
COMPENSATION				
Salaries	$ 576,014	$ 727,860	$ 574,100	$ 621,485
Contingency	-	36,393	-	31,074
Total Salaries	576,014	764,253	574,100	652,559
Other				
Overtime	79,743	50,000	82,815	50,000
Vehicle Allowance	7,193	7,200	7,200	7,200
Phone Allowance	14,889	12,000	7,200	9,600
Total Other	101,825	69,200	97,215	66,800
Sub-Total	677,839	833,453	671,315	719,359
Benefits/Other:				
Social Security	49,235	62,290	50,065	53,746
Health Insurance	58,352	74,234	48,300	59,040
Retirement	79,725	97,303	86,610	83,956
EAP-Assistance	-	174	-	348
Administrative Fee	15,675	19,500	15,000	15,600
Total Compensation and Adm. Fees	880,826	1,086,954	871,290	932,049
SUPPLIES				
Office Supplies	2,896	5,000	2,700	5,000
Small Tools	3,466	10,000	2,500	5,000
Total Supplies	6,362	15,000	5,200	10,000
OTHER SERVICES & CHARGES				
Janitorial	-	300	-	300
Utilities	637	750	600	750
Uniforms	2,116	6,000	1,500	4,000
Dues & Subscriptions	2,938	2,000	750	1,000
Subscriptions-software	20,416	25,000	22,000	25,000
Postage	-	250	-	250
Advertising	4,705	4,000	33,000	7,000
Training	4,075	10,000	500	5,000
Travel	9,729	20,000	1,700	5,000
Printing & Publications	-	100	-	100
Rental-Office Equipment	2,414	3,500	2,400	2,800
Rental-Other	-	2,800	-	2,000
Vehicle Rental	65,922	70,000	70,000	70,000
Vehicle Insurance	4,368	6,000	3,200	4,000
Vehicle Maintenance	1,470	2,500	2,300	2,500
Vehicle Fuel	12,988	10,000	10,000	10,000
Total Other Services & Charges	131,778	163,200	147,950	139,700
CAPITAL OUTLAY				
Capital Outlay	-	8,000	-	5,000
Non-Capitalized	7,623	3,000	3,000	3,000
	7,623	11,000	3,000	8,000
Total Expenditures	$ 1,026,589	$ 1,276,154	$ 1,027,440	$ 1,089,749

Department Summary

Expenditure Detail:	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
COMPENSATION				
Salaries	$ 6,779	$ 500,000	$ 54,000	$ 485,000
Contingency	-	21,600	-	21,600
Total Salaries	6,779	521,600	54,000	506,600
Other				
Vehicle Allowance	-	21,600	2,800	21,600
Phone Allowance	-	4,800	462	4,800
Total Other	-	26,400	3,262	26,400
Sub-Total	6,779	548,000	57,262	533,000
Benefits/Other:				
Social Security	519	38,300	4,400	38,300
Health Insurance	-	29,694	3,100	29,520
Retirement	-	37,600	7,400	37,600
EAP-Assistance	-	70	-	174
Administrative Fee	750	7,800	750	7,800
Total Compensation and Adm. Fees	8,048	661,464	72,912	646,394
SUPPLIES				
Office Supplies	-	2,500	250	750
Total Supplies	-	2,500	250	750
OTHER SERVICES & CHARGES				
Dues & Subscriptions	965	3,000	-	1,500
Subscriptions-Software	63,509	75,000	60,000	75,000
Postage	-	100	-	100
Advertising	2,416	3,500	-	5,000
Training	-	5,000	600	3,000
Travel	-	8,000	-	3,000
Total Other Services & Charges	66,890	94,600	60,600	87,600
CAPITAL OUTLAY				
Non-capitalized	-	10,000	-	3,000
Total Capital Outlay	-	10,000	-	3,000
Total Expenditures	$ 74,938	$ 768,564	$ 133,762	$ 737,744

Department Summary Expenditure Detail:	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
MAINTENANCE				
Maintenance and Repairs-BSIF	$ 2,325	$ 3,000	$ 2,000	$ 3,000
Total Maintenance	2,325	3,000	2,000	3,000
OTHER SERVICES & CHARGES				
Insurance		-	-	15,000
Utilities-BSIF	778	1,500	750	1,000
Total Other Services & Charges	778	1,500	750	16,000
Total Expenditures	$ 3,103	$ 4,500	$ 2,750	$ 19,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Fund Balance Summary
For Year Ending December 31, 2025

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	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Beginning Fund Balance	$ 225,506	$ 258,006	$ 336,827	$ 395,827
Revenues:				
Interest	37,567	25,000	59,000	50,000
Total Revenues	37,567	25,000	59,000	50,000
Expenditures:				
Principal	815,000	2,325,000	2,325,000	2,345,000
Interest and Fee Expenses	1,654,854	1,648,317	1,648,317	1,625,904
Total Debt Service Expenditures	2,469,854	3,973,317	3,973,317	3,970,904
Total Expenditures	2,469,854	3,973,317	3,973,317	3,970,904
Other Financing Sources:				
Transfer-in General Fund	2,543,608	3,973,317	3,973,317	3,970,904
Total Other Financing Sources	2,543,608	3,973,317	3,973,317	3,970,904
Ending Fund Balance	$ 336,827	$ 283,006	$ 395,827	$ 445,827

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Revenue Bond, Taxable Series 2022A
Fund Balance Summary
For Year Ending December 31, 2025

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	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Beginning Fund Balance	$ 7,463,310	$ 4,164,391	$ 7,170,291	$ 4,064,391
Revenues:				
Interest	273,168	200,000	190,000	100,000
Total Revenues	273,168	200,000	190,000	100,000
Expenditures:				
Interest Expense	3,270,869	3,295,900	3,295,900	3,295,900
Total Debt Service Expenditures	3,270,869	3,295,900	3,295,900	3,295,900
Ending Fund Balance	$ 4,465,609	$ 1,068,491	$ 4,064,391	$ 868,491

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lien Revenue Bond, Taxable Series 2022B (1)
Fund Balance Summary
For Year Ending December 31, 2025

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	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Beginning Fund Balance	$ 1,545,922	$ 1,539,439	$ 119,248	$ (297,094)
Revenues:				
Interest	51,676	50,000	12,000	10,000
Total Revenues	51,676	204,000	12,000	10,000
Expenditures:				
Interest Expense	1,478,350	1,478,350	1,478,350	1,478,350
Total Debt Service Expenditures	1,478,350	1,478,350	1,478,350	1,478,350
Other Financing Sources:				
Transfer-in General Fund	-	-	310,833	-
Interfund transfer-Other		-	739,175	1,765,444
Total Other Financing Sources	-	-	1,050,008	1,765,444
Ending Fund Balance	$ 119,248	$ 265,089	$ (297,094)	$ -

(1) Source of Funds:
Debt Service Account and Jr. Lien Bonds Account

Hidalgo County Regional Mobility Authority
CAPITAL PROJECT FUND BUDGET
Constuction Tollway 365 Project
Fund Balance Summary
For Year Ending December 31, 2025

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	Actual 2023	Budget 2024	Estimated 2024	Budget 2025
Beginning Fund Balance	$ 111,906,865	$ 105,169,704	$ 66,347,688	$ 19,590,688
Revenues:				
TxDOT Grant (1)	-	82,000,000	-	-
Interest	3,581,795	2,000,000	2,000,000	1,000,000
Total Revenues	3,581,795	84,000,000	2,000,000	1,000,000
Expenditures:				
CONSULTING AND ENGINEERING	2,428,903	1,900,000	3,200,000	1,600,000
SH 365-ENVIROMENTAL	47,560	28,000	225,000	-
SH365-ROW	69,648	100,000	40,000	250,000
PROFESSIONAL SERVICES	176,563	180,000	220,000	200,000
ACQUISITIONS	27,300	-	-	-
365 PROJECT CONSTRUCTION A	42,958,964	120,000,000	44,000,000	107,000,000
365 PROJECT CONSTRUCTION B	1,954,262	-	-	-
365 TOLLWAY SYSTEM	1,477,772	7,200,000	1,072,000	7,000,000
Total Expenditures	49,140,972	129,408,000	48,757,000	116,050,000
Interfund transfer-Other	-	-	-	95,459,312
Ending Fund Balance	$ 66,347,688	$ 59,761,704	$ 19,590,688	$ -

(1) Grant reimbursements are deposited in a different fund.

(2) From capital imprv. fund

Hidalgo County Regional Mobility Authority
CAPITAL IMPROVEMENT FUND BUDGET
Fund Balance Summary
For Year Ending December 31, 2025

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Budget 2025
Beginning Fund Balance	$ 119,000,000
Revenues:	
TxDOT Grant	55,000,000
Interest	1,000,000
Total Revenues	56,000,000
Expenditures:	
Enviornmental Clearance-Section A	500,000
Enviornmental Clearance-Section E	500,000
Total Expenditures	1,000,000
Other Financing Sources (Uses):	
Transfer-out capital projects(365)	95,459,312
Total Other Financing Uses	95,459,312
Ending Fund Balance	$ 78,540,688

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2024-49

ADOPTION OF 2025-2029 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM

THIS RESOLUTION is adopted this 17th day of December 2024 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 March 28, 2012, the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396; and

WHEREAS, on October 18, 2012, the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM I 016; and

WHEREAS, on October 16, 2013, the Authority amended the 2012-2017 Strategic Plan – Program Manager Strategy No. 8 to include the Program Manager recommendation scenario 3 of the Value Engineering Study for the State Highway 365 Project with an estimated saving of $23.73 million for the project; and

WHEREAS, on March 19, 2014, the Authority adopted Scenario 3 of the Value Engineering Study recommendations for the International Bridge Trade Corridor Project with and estimated saving of $57.26 Million and updated the 2015-2019 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually; and

WHEREAS, on September 24, 2014, the Authority accepted the Investment Grade Traffic & Revenue projections for the State Highway 365, International Bridge Trade Corridor and State Highway 68 Project to be incorporated into the 2015-2019 Strategic Plan Update;

WHEREAS, on September 24, 2014, the Authority approved the 2015-2019 Strategic Plan Update that incorporates the Investment Grade Traffic & Revenue projections provided by C&M Associates dated September 11, 2014; and

WHEREAS, on December 20, 2016, the Authority approved the 2017-2021 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually;

WHEREAS, on December 11, 2018 the Authority approved the 2019-2023 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually;

WHEREAS, the Authority finds it necessary to approve Resolution 2024-49 Adoption of 2025-2029 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System as required by Chapter 370 of the Texas Transportation Code biannually;

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 updates and adopts the 2025-2029 Strategic Plan Update for the HCRMA Projects hereto attached as Exhibit A.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 17th day of December 2024, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2025-2029 STRATEGIC PLAN UPDATE
DATED DECEMBER 17, 2024

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA Board of Directors

Robert L. Lozano - Chairman
Ezequiel Reyna, JR., Vice Chairman
Juan Carlos Del Angel, Secretary/Treasurer
Gabriel Kamel, Director
Francisco "Frank" Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

HCRMA Staff

Pilar Rodriguez, PE, Executive Director
Ramon Navarro IV, PE, CFM, Chief Constr. Engineer
Celia Gaona, CIA, Chief Auditor/Compliance Officer.
Jose Castillo, Chief Financial Officer.
Ruben Alfaro, PE, CFM, Development Engineer
Sergio Mandujano, Constr. Records Keeper
Maria Alaniz, Program Coordinator
Ivonne Rodriguez, Program Coordinator

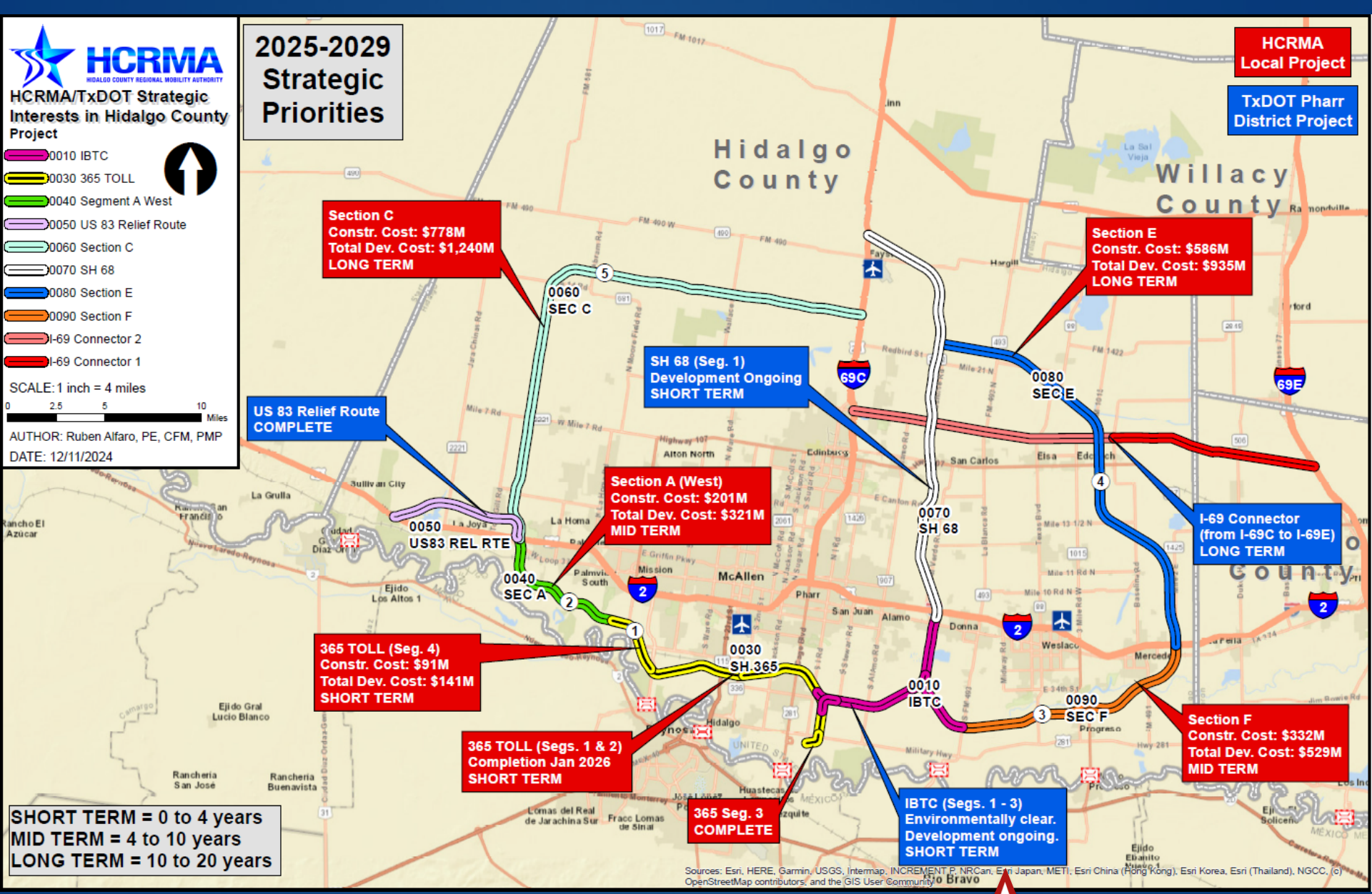
General Engineering Consultant

HDR ENGINEERING, INC.

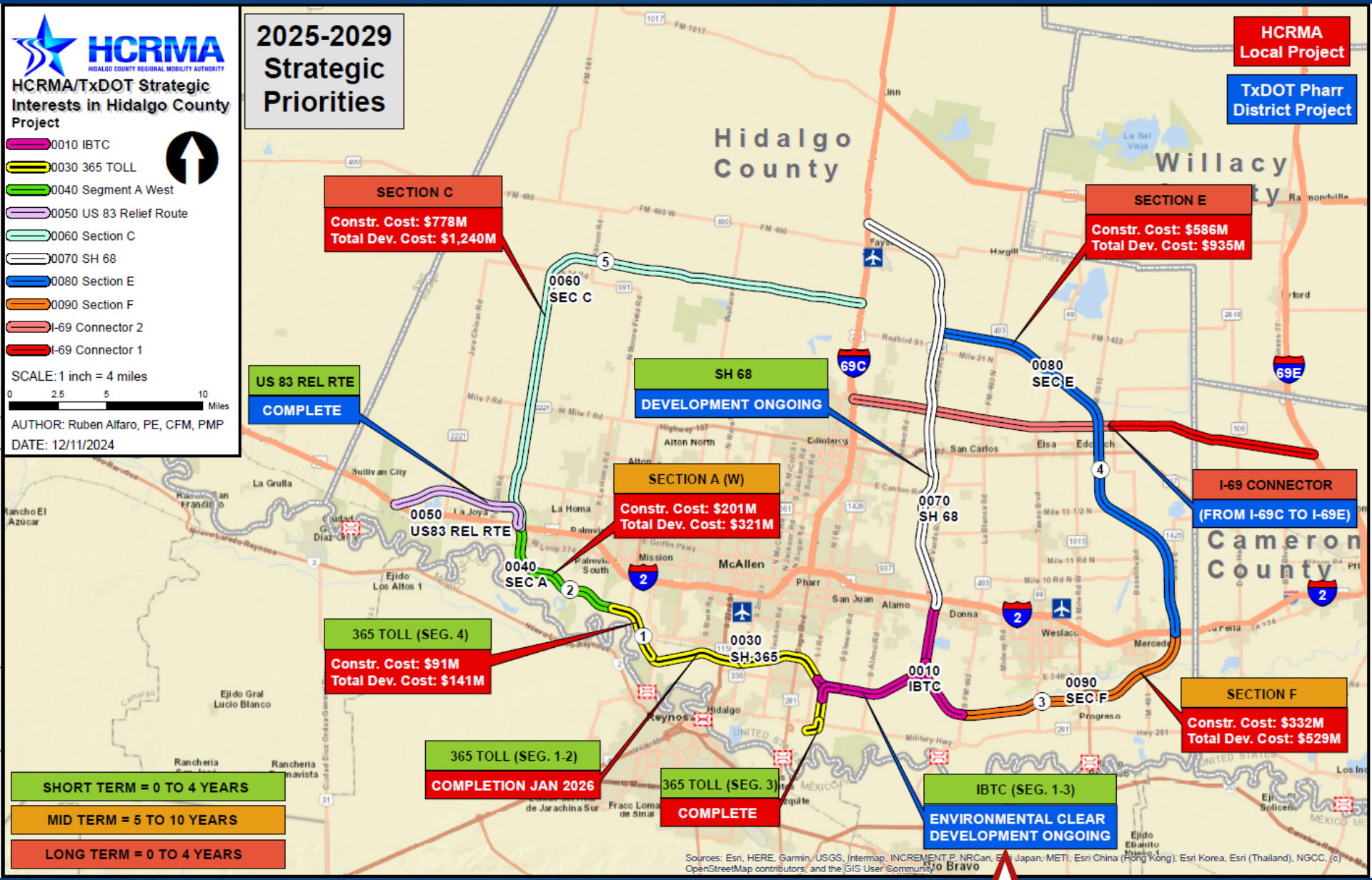
Strategic Plan Update 2025-2029

UPDATED DECEMBER 2024

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



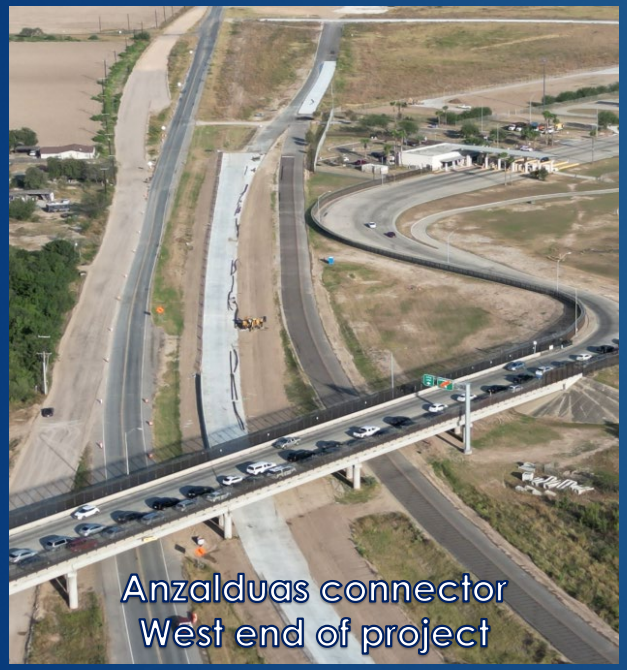
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

365 TOLL SEGMENTS 1&2

- Project construction completion expected November 2025.
- As of December 2024, project is 55% complete.
- Major floodway bridge and floodway levee relocation completed.


Anzalduas connector
West end of project

FM 494 to Bentsen Rd.
West end of project

FM 494 to Bentsen Rd.
West end of project

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

IBTC UPDATES

- Environmental Clearance achieved
- Schematic Approved
- Successfully transitioned project to TxDOT
- Fully funded for construction by TxDOT
- PS&E Contract to be executed December 2024

I-69 CONNECTOR UPDATES

- TxDOT Public Scoping meeting tentatively scheduled for January 2025.
- TxDOT funded schematic in progress.
- TxDOT funded environmental phase in progress.

SH 68 UPDATES

- TxDOT is in the final stages of environmental phase. Expected to be environmentally clear by summer 2025 (ROD).
- Schematic design in progress by TxDOT (95% complete).

365 TOLL SEGMENT 4

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

365 TOLL SEGMENT 4

PROJECT LIMITS:

FROM: FM 1016/CONWAY AVE.

TO: FM 396/ANZALDUAS HIGHWAY

LENGTH: 3.47 MILES

ESTIMATED COST: $140,681,600.00

PROPOSED LETTING DATE: FY 2029

NEXT STEPS:

- ENVIRONMENTAL REFRESHER
- ROW ACQUISITION
- PS&E DEVELOPMENT

CHALLENGES:

- FUNDING TBD

COST BREAKDOWN:

MANAGEMENT SUPPORT	$1,353,300.00
PRELIMINARY ENGINEERING	$1,353,300.00
FINAL DESIGN	$6,315,400.00
ROW ACQUISITION	$25,200,000.00
UTILITY RELOCATION	$4,511,000.00
CONSTRUCTION	$94,731,000.00
CONSTRUCTION MANAGEMENT	$7,217,600.00
TOTAL DEVELOPMENT COST	$140,681,600.00

PROPOSED FUNDING:

- TOLL REVENUE BONDS

PRIORITY

1

SECTION A (WEST)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SECTION A (WEST)

PROJECT LIMITS:

FROM: I-2, 0.8 MILES WEST OF SHOWERS RD.

TO: FM 1016/CONWAY AVE.

LENGTH: 7.73 MILES

ESTIMATED COST: $320,538,700.00

PROPOSED LETTING DATE: FY 2033

NEXT STEPS:

- EXECUTE ENVIRONMENTAL CLEARANCE CONTRACT AND BEGIN PROCESS
- DEFINE FINAL ROUTE AS PART OF PROCESS

CHALLENGES:

- CURRENT ROUTE PRESENTS SEVERAL RESIDENTIAL DISPLACEMENTS
- CURRENT ROUTE TRAVERSES FEDERALLY PROTECTED LAND

COST BREAKDOWN:

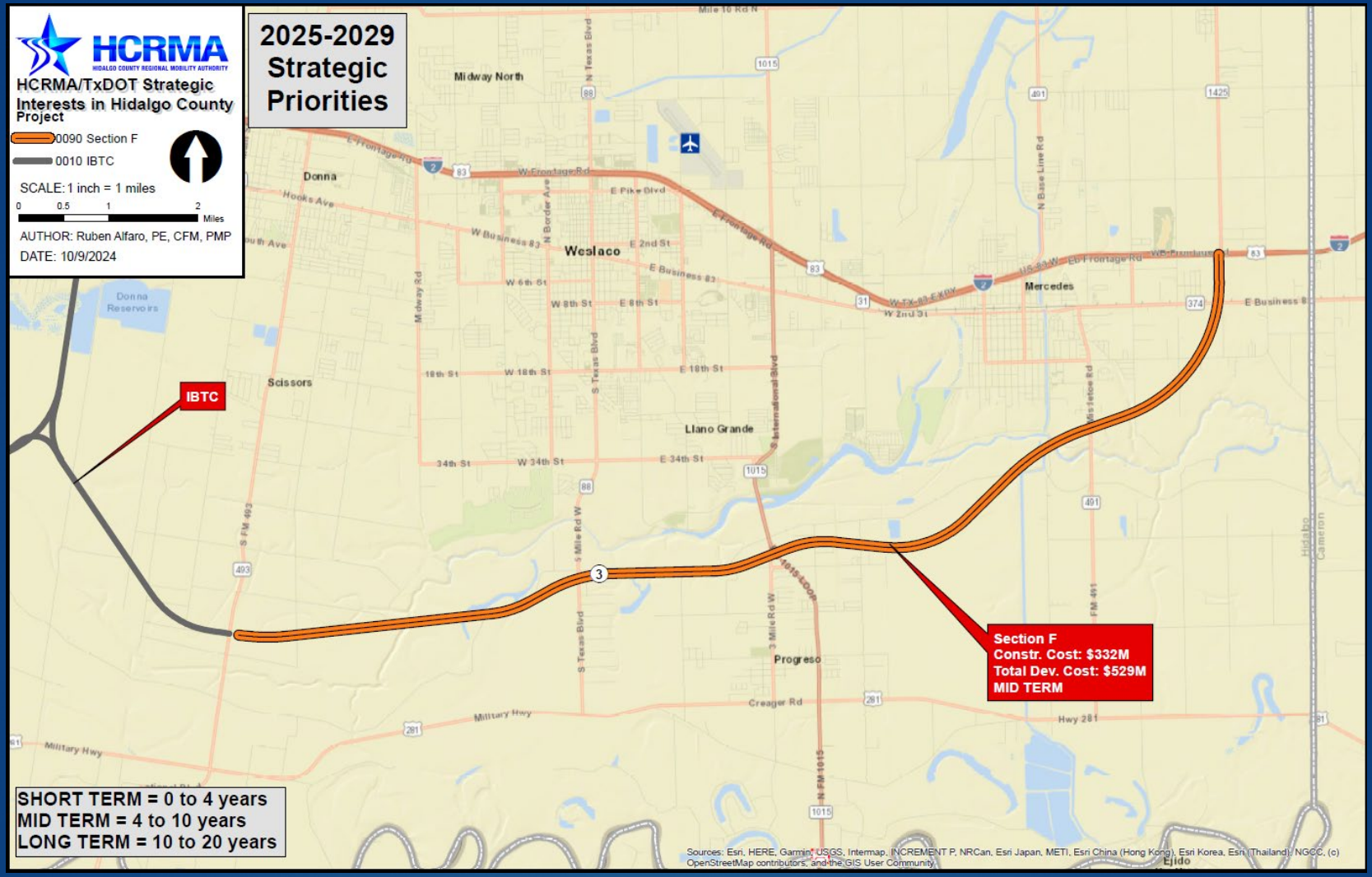
MANAGEMENT SUPPORT	$3,014,700.00
PRELIMINARY ENGINEERING	$10,049,000.00
FINAL DESIGN	$14,068,600.00
ROW ACQUISITION	$56,250,000.00
UTILITY RELOCATION	$10,049,000.00
CONSTRUCTION	$211,029,000.00
CONSTRUCTION MANAGEMENT	$16,078,400.00
TOTAL DEVELOPMENT COST	$320,538,700.00

PROPOSED FUNDING:

- TOLL REVENUE BONDS

PRIORITY

2



SECTION F

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SECTION F

PROJECT LIMITS:

FROM: IBTC,EAST CONNECTOR

TO: 1-2, ~1 MILES EAST OF MILE 1 EAST

LENGTH: 12.75 MILES

ESTIMATED COST: $528,622,500.00

PROPOSED LETTING DATE: FY 2035

NEXT STEPS:

- EXECUTE ENVIRONMENTAL CLEARANCE CONTRACT AND BEGIN PROCESS
- DEFINE FINAL ROUTE AS PART OF PROCESS

CHALLENGES:

- TO BE DETERMINED BASED ON FINAL ROUTE

COST BREAKDOWN:

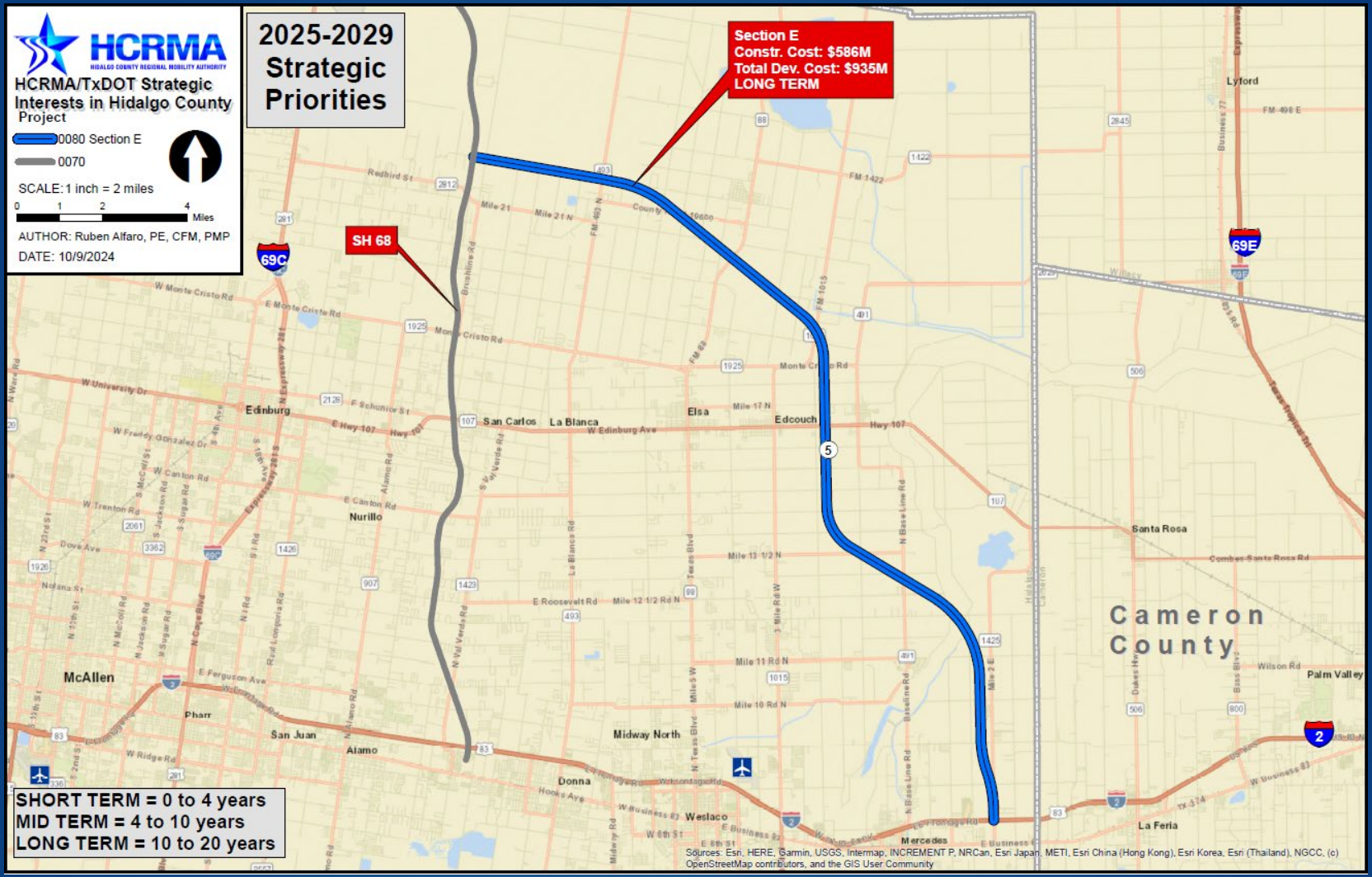
MANAGEMENT SUPPORT	$4,972,500.00
PRELIMINARY ENGINEERING	$16,575,000.00
FINAL DESIGN	$23,205,000.00
ROW ACQUISITION	$92,700,000.00
UTILITY RELOCATION	$16,575,000.00
CONSTRUCTION	$348,075,000.00
CONSTRUCTION MANAGEMENT	$26,520,000.00
TOTAL DEVELOPMENT COST	$528,622,500.00

PROPOSED FUNDING:

- TOLL REVENUE BONDS

PRIORITY

3



SECTION E

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SECTION E

PROJECT LIMITS:

FROM: I-2, ~1 MILES EAST OF MILE 1 EAST

TO: SH 68, ~0.88 MILES NORTH OF FM 2812

LENGTH: 22.53 MILES

ESTIMATED COST: $934,100,700.00

PROPOSED LETTING DATE: FY 2037

NEXT STEPS:

- EXECUTE ENVIRONMENTAL CLEARANCE CONTRACT AND BEGIN PROCESS
- DEFINE FINAL ROUTE AS PART OF PROCESS

CHALLENGES:

- TO BE DETERMINED BASED ON FINAL ROUTE

COST BREAKDOWN:

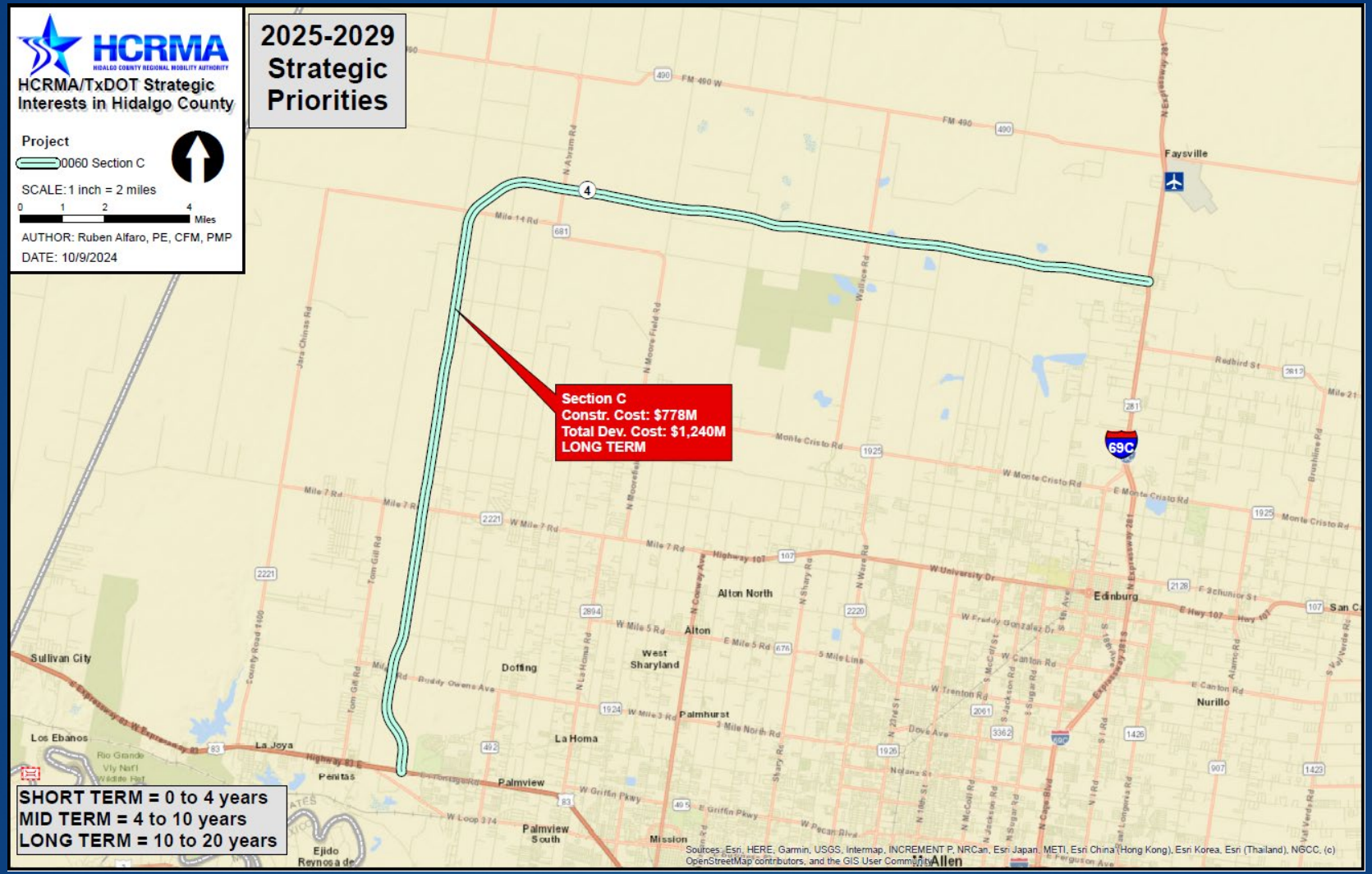
MANAGEMENT SUPPORT	$8,786,700.00
PRELIMINARY ENGINEERING	$29,289,000.00
FINAL DESIGN	$41,004,600.00
ROW ACQUISITION	$163,800,000.00
UTILITY RELOCATION	$29,289,000.00
CONSTRUCTION	$615,069,000.00
CONSTRUCTION MANAGEMENT	$46,862,400.00
TOTAL DEVELOPMENT COST	$934,100,700.00

PROPOSED FUNDING:

- TOLL REVENUE BONDS

PRIORITY

4



SECTION C

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

SECTION C

PROJECT LIMITS:

FROM: I-2, 0.8 MILES WEST OF SHOWERS RD.

TO: I-69C, 0.6 MILES SOUTH OF FM 162

LENGTH: 29.89 MILES

ESTIMATED COST: $1,239,289,100.00

PROPOSED LETTING DATE: FY 2039

NEXT STEPS:

- EXECUTE ENVIRONMENTAL CLEARANCE CONTRACT AND BEGIN PROCESS
- DEFINE FINAL ROUTE AS PART OF PROCESS

CHALLENGES:

- TO BE DETERMINED BASED ON FINAL ROUTE

COST BREAKDOWN:

MANAGEMENT SUPPORT	$11,657,100.00
PRELIMINARY ENGINEERING	$37,857,000.00
FINAL DESIGN	$54,399,800.00
ROW ACQUISITION	$217,350,000.00
UTILITY RELOCATION	$38,857,000.00
CONSTRUCTION	$815,997,000.00
CONSTRUCTION MANAGEMENT	$62,171,200.00
TOTAL DEVELOPMENT COST	$1,239,289,100.00

PROPOSED FUNDING:

- TOLL REVENUE BONDS

PRIORITY

5

HCRMA PRIORITY LIST

PRIORITY	PROJECT	ESTIMATED LETTING YEAR
1	365 TOLL SEGMENT 4	2029
2	365 TOLL SECTION A (WEST)	2033
3	SECTION F	2035
4	SECTION E	2037
5	SECTION C	2039

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2024-50

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 6 WITH QUINTANILLA, HEADLY, & ASSOCIATES TO PROVIDE SURVEYING SERVICES TO AMEND PARCELS FOR THE ENBRIDGE/TEXAS EASTERN AGREEMENT FOR THE 365 TOLL

THIS RESOLUTION is adopted this 17th day of December, 2024 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 October 27, 2011, the Authority awarded by Resolution 2011-09 a professional service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved by Resolution 2011-40 Amendment 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of$440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-41 Work Authorization 1 with Consultant in the amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-42 Work Authorization 2 with Consultant in the amount of $25,000.00; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-40 the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013 the Authority approved by Resolution 2013-09 Contract Amendment 1 to the Amended and Restated agreement with the Consultant to revise the Scope of Service and Work Authorization 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-44 Work Authorization 2 to the Amended and Restated agreement with the Consultant for Right of Way Mapping and Parcel Tract Platting for SH365 for SH 336 to US Military Highway in the

amount of $310,000.00; and

WHEREAS, on April 23, 2014 the Authority approved Resolution 2014-36 Work Authorization 2 Supplemental 1 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and Parcel Tract Platting for 48 additional parcels in the amount of $148,800.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-63 Work Authorization 2 Supplemental 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and to deduct 17 parcels and modify right of way maps in the in the amount of $11,100.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-64 Contract Amendment 2 to the Amended and Restated agreement with the Consultant to increase by $11,100.00 for a revised maximum payable amount of $892,396.25; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-102 Work Authorization 1 Supplemental 2 to the Amended and Restated agreement with the Consultant for additional topography required for right of way area changes on the State Highway 365 Project from SH 336 to FM 3072 due to Texas Department of Transportation Design Manual Updates in the amount of $14,772.50; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-103 Contract Amendment 3 to the Amended and Restated agreement with the Consultant to increase by $14,772.50 for a revised maximum payable amount of $907,168.75; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-21 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-22 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-67 Work Authorization 1 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-68 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-12 Work Authorization Number 3 to Professional Service Agreement with Quintanilla, Headley & Associates construction monument staking for the SH365 Project in the amount of $61,696.25; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-13 Contract Amendment 4 to Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $61,696.25, for a revised maximum payable amount of $968,865.00; and

WHEREAS, the Authority finds it necessary to approve correction of scrivener error for Contract Amendment Number 2 to the Professional Service Agreement with Quintanilla, Headley & Associates in the amount of $98,203.75, maximum payable amount remains in the amount of $968,865.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-33 for Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects;

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of $4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley &Associates for an increase in the amount of $4,020.00, for a revised maximum payable amount of $972,885.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-54 Approval of Contract Amendment 8 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway Project.

WHEREAS, on July 23, 2024 the Authority approved Resolution 2024-36 – Approval of Work Authorization Number 5 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking of the 365 Tollway for quality assurance, in the amount of $80,220.00; and

WHEREAS, on July 23, 2024 the Authority approved Resolution 2024-37 Approval of Contract Amendment 9 to the Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $80,220.00, for a revised maximum payable amount 1,053,105.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-50 Approval of Work Authorization Number 6 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide surveying services to amend parcels for the Enbridge/Texas Eastern Pipeline agreement for the 365 Toll in the amount of $1,760.00.

*****

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

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

Section 2. The Board hereby approves Resolution 2024-50 for Work Authorization 6 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 6 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 17th of December 2024, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Work Authorization
Number 6
to
Professional Service Agreements
with
Quintanilla, Headley & Associates
for Surveying
Services

+Contract+

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365
Segment 0031/0032

Work Authorization No. 6

December 17, 2024

QUINTANILLA, HEADLEY & ASSOCIATES, INC.

WORK AUTHORIZATION NO. 6

WORK AUTHORIZATION NO. 6
AGREEMENT FOR SURVEYING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is $1,760.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2024, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for ***SH 365 Segment 0031 / Segment 0032***.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	Pilar Rodriguez, PE
(Printed Name)	(Printed Name)
_____	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

- Shooting as built grades: as built controls, main lanes alignments (horizontal, vertical controls PC, PI, PTs) STA. 650+00 – 1015+00; and, STA 1225+00 – 1290+00
- Corner elevations of all built MSE walls (top of leveling pads; start and end points) Walls 4-5; 6-8; 10-11; 28; 29; 32-39
- Cross sections at earth, embankments @ 200' FM494, STA 715+00 - 750+00; SJMC, STA 957+00 – 965+00; McColl, STA 31+00 – 51+50;
- Cross sections at earth, embankments @ 100' Levee STA 800+ 00-858+20 : STA 870+00 – 876+00

Collection, Recording, and Presentation of Data.

Measure and/or record the following information on an appropriately formatted test hole data sheet (field book) that has been sealed and dated by the Consultant:

1. Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).
2. Elevation of existing grade over utility at test hole.
3. Horizontal location referenced to project coordinate datum, to a horizontal accuracy consistent with applicable DOT survey standards.
4. Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
5. Approximate centerline bearing of utility line.
6. Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
7. Utility structure material composition, when reasonably ascertainable.
8. Identity of benchmarks used to determine elevations.
9. Utility facility condition.
10. Soil type and site conditions.
11. Identity of utility owner/operator.
12. Other pertinent information as is reasonably ascertainable from site location.

Translate utility data to the appropriate CADD format (See 1.8 Data Management) for direct incorporation of information into the HCRMA or design engineer's CADD file. Utility information shall be clearly delineated via line codes/symbols and labeling as set forth in the DEPARTMENT's Electronic Utility File Guidelines.

EXHIBIT C
WORK SCHEDULE

EXHIBIT C
WORK SCHEDULE

EXHIBIT D
FEE SCHEDULE/BUDGET

EXHIBIT D
FEE SCHEDULE/BUDGET

Z:\data\PROJECTS\2-HIDALGO COUNTY\RMA\Tol 365 SUE HP GAS DCP\Exhibit D Fee Schedule (8-1-19)

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA
Revision of Parcel 60 P-3 E-1 and Parcel 60 P-1 E-1
Schedule: December 2024

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Benchmarks From SH336 (10 Street) to U.S. Hwy 281 (Military Hwy)
SH 365 Surveying Services

SURVEY SERVICES DESCRIPTION	Registered Professional Land Surveyor	Survey Tech	CAAD Tech	CADD Workstation with Plotter	3 Person Field Party					Total Labor Hrs.	Remarks	Task Cost
Section 8 – Construction Control and Staking												
Limits for this service: From Trooper Road to 10th Street (SH336)												
8.1 Coordination, Admin., Research and Abstracting Tasks	5	0	0	0	0					5		
8.2 Field Work Tasks	0	0	0	0	0					0		
8.2.1 Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals.	1	1	0	0	0					2		
8.2.2 Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.	1	1	0	0	0					2		
8.2.3 Survey each bench mark using 3-wire leveling procedures for vertical value.	1	1	0	0	0					2		
8.3 Office Work / Delivery Preparation Tasks	1	1	0	0	0					2		
Subtotal	**9**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**		**$ -**
Total Manhours by Classification	**9**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**13**		
Contract Hourly Rate by Classification	$ 165.00	$ 68.75	$ 55.00	$ 55.00	$ 151.25	$ -	$ -	$ -	$ -			
Total Fee by Classification	$ 1,485.00	$ 275.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,760.00		
% Utilization by Over 6 months	**0.87%**	**0.39%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**		**CHECK (MHRs):**	
% of Total Labor Hours	**69.23%**	**30.77%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**13**	
% of Total Labor Cost	**84.38%**	**15.63%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
TOTAL DIRECT LABOR COST											**$ 1,760.00**	**$ -**

DIRECT EXPENSES	Rate	Unit	Amount	Total	
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL DIRECT EXPENSES				$ -	**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		DBE Participation 0.00%
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 1,760.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Quintanilla, Headley & Associates Inc.

Work Authorization (WA) #: 6 Amount: $1,760.00 Date: 12/ 17 / 2024
Supplemental Work Authorization (SWA) #: ___ to WA #: **Revised** SWA Amount: _____
WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$1,760.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

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

Provider Name:Quintanilla, Headley & Associates Inc. **Address: 124 E. Stubbs Edinburg, Texas 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: (956) 381-0527** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider	**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. 2024-51

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 10 WITH QUINTANILLA, HEADLY, & ASSOCIATES TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 6

THIS RESOLUTION is adopted this 17th day of December, 2024 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 October 27, 2011, the Authority awarded by Resolution 2011-09 a professional service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved by Resolution 2011-40 Amendment 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of$440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-41 Work Authorization 1 with Consultant in the amount of $415,438.75; and

WHEREAS, on November 15, 2011, the Authority also approved by Resolution 2011-42 Work Authorization 2 with Consultant in the amount of $25,000.00; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-40 the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement. The Consultants maximum payable amount remained at $440,438.75 and Work Authorizations 1 and 2 were consolidated into Work Authorization 1, with the aggregate amount remaining at $440,438.75; and

WHEREAS, on March 20, 2013 the Authority approved by Resolution 2013-09 Contract Amendment 1 to the Amended and Restated agreement with the Consultant to revise the Scope of Service and Work Authorization 1 for SH 365 from SH 336 (10th Street) to FM 3072 (Dicker Road) for an increase in the amount of $353,753.75, for a revised maximum payable amount of $794,192.50; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-44 Work Authorization 2 to the Amended and Restated agreement with the Consultant for Right of Way Mapping and Parcel Tract Platting for SH365 for SH 336 to US Military Highway in the amount of $310,000.00; and

WHEREAS, on April 23, 2014 the Authority approved Resolution 2014-36 Work Authorization 2 Supplemental 1 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and Parcel Tract Platting for 48 additional parcels in the amount of $148,800.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-63 Work Authorization 2 Supplemental 2 to the Amended and Restated agreement with the Consultant to provide Right of Way Mapping and to deduct 17 parcels and modify right of way maps in the in the amount of $11,100.00; and

WHEREAS, on July 23, 2014 the Authority approved Resolution 2014-64 Contract Amendment 2 to the Amended and Restated agreement with the Consultant to increase by $11,100.00 for a revised maximum payable amount of $892,396.25; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-102 Work Authorization 1 Supplemental 2 to the Amended and Restated agreement with the Consultant for additional topography required for right of way area changes on the State Highway 365 Project from SH 336 to FM 3072 due to Texas Department of Transportation Design Manual Updates in the amount of $14,772.50; and

WHEREAS, on November 20, 2014 the Authority approved Resolution 2014-103 Contract Amendment 3 to the Amended and Restated agreement with the Consultant to increase by $14,772.50 for a revised maximum payable amount of $907,168.75; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-21 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on May 28, 2015 the Authority approved by Resolution 2015-22 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-67 Work Authorization 1 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on September 22, 2015 the Authority approved by Resolution 2015-68 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with Quintanilla, Headley & Associates for a No-cost work schedule time extension for surveying services for the State Highway 365 Project; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-12 Work Authorization Number 3 to Professional Service Agreement with Quintanilla, Headley & Associates construction monument staking for the SH365 Project in the amount of $61,696.25; and

WHEREAS, on January 26, 2016 the Authority approved Resolution 2016-13 Contract Amendment 4 to Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $61,696.25, for a revised maximum payable amount of $968,865.00; and

WHEREAS, the Authority finds it necessary to approve correction of scrivener error for Contract Amendment Number 2 to the Professional Service Agreement with Quintanilla, Headley & Associates in the amount of $98,203.75, maximum payable amount remains in the amount of $968,865.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-33 for Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects;

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of $4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley &Associates for an increase in the amount of $4,020.00, for a revised maximum payable amount of $972,885.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on December 12, 2023 the Authority approved Resolution 2023-54 Approval of Contract Amendment 8 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway Project; and

WHEREAS, on July 23, 2024 the Authority approved Resolution 2024-36 – Approval of Work Authorization Number 5 to Professional Service Agreement with Quintanilla, Headley &Associates for control and construction staking of the 365 Tollway for quality assurance, in the amount of $80,220.00; and

WHEREAS, on July 23, 2024 the Authority approved Resolution 2024-37 Approval of Contract Amendment 9 to the Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $80,220.00, for a revised maximum payable amount 1,053,105.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2024-51 Approval of Contract Amendment 10 to the Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of $1,760.00, for a revised maximum payable amount 1,054,865.00.

*****

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

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

Section 2. The Board hereby approves Resolution 2024-50 for Contract Amendment Number 10 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Amendment Number 10 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 17th of December 2024, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Contract Amendment
Number 10
to
Professional Service Agreements
with
Quintanilla, Headley & Associates
for Surveying
Services

SUPPLEMENTAL AGREEMENT NO. 10
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL AGREEMENT NO 10 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley & Associates, Inc. (the Surveyor).

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

Article II Agreement Period
This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

Article III
Agreement Compensation

Article III Agreement Compensation. Article III Compensation shal be amended to increase the amount payable under this contract from the maximum amount payable under this contract is $1,053,105.00 to $1,054,865.00 for a total increase of $1,760.00 for control and construction staking of the 365 Tollway for quality assurance as outlined in Work Authorization Number 5.

This Supplemental Agreement No. 10 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Alfonso Quintanilla, P.E., P.R.L.S.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
President	Executive Director
(Title)	(Title)
_____	_____
(Date)	(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2024-52

CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 14 TO THAT CERTAIN CONTRACT WITH PULICE CONSTRUCTION, INC. FOR THE 365 TOLLWAY

THIS RESOLUTION is adopted this 17th day of December, 2024 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, 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 #2021-00 I for the 365 Tollway Project (Segments I 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., 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. I 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. I. 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. I to capture the risk allocations and make other Contract clarifications in support of VECP; and

WHEREAS on April 19, 2022, the Authority approved 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;

WHEREAS on November 4, 2021, Pulice Construction Inc, expressed concern on Engineer of Record's scour reports and calculated foundation loads. Upon discussions, data collection and research, November 16, 2022, the HCRMA requested HDR[GEC] provide investigative recommendation.

WHEREAS on December 7, 2022, HOR provided review and supporting documentation in upsizing particular bent foundations at PCI proposal and costs;

WHEREAS, on January 24, 2023, the Authority approved Resolution 2023- 05, Change Order No 4 to the construction contract with Pulice Construction Inc. for the net cost increase of $171,516.59, by removal of l ,524LF of Drill Shaft (42") and introducing 48" drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract; and,

WHEREAS, on July 25, 2023, the HCRMA Board approved Resolution 2023-30, Change Order No 5 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, Change Order No. 5 proves a net cost increase of $4,325,130.78 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of $286,220,445.32 with no additional time; and, incorporates 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;

WHEREAS, on July 9, 2024, the Board's approved Resolution 2024-27, for authorization of Change Orders number six (6) through thirteen (13) to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project. The sum of Change Orders proves a net cost increase of $832,561.77 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of $287,053,007.09 with no additional time; and, incorporates 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.

THEREFORE, for Board's consideration and approval is Resolution 2024-52, for authorization of Change Orders number fourteen (14) to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project. The sum of Change Orders proves a maximum cost increase of $492,363.86 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of $287,335,648.95 with no additional time; and, incorporates detailed, finalized quantities and unit costs; and establishes no State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Attached exhibits provide current assessment and breakdown.

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 Orders No. 14 to the construction contract with Pulice Construction Inc. for the net cost increase of $492,363.86.

Section 3. Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of 265,931,713.90, and an overall contract amount of $287,335,648.95.

Section 4. Section 5. Upon final acceptance from FHWA/TxDOT and HCRMA Legal's review of final form; The Board hereby authorizes the Executive Director to execute the specific Change Order.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 17th day of December 2024, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

PULICE

CHANGE ORDER PROPOSAL

October 10, 2024

OCN: Pulice-HCRMA-078

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
HC Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

FROM: Rafael Carmona
Project Manager
Pulice Construction Inc.
7902 S. 10th Street,
McAllen, TX 78503

RE: **365 Toll Project (Seg 1 & 2) - CIP Junction Boxes for Irrigation**

SCOPE: The scope of this change is to adjust items related to the Junction Boxes for Irrigation.

CHANGE JUSTIFICATION: As requested by HCRMA this is to replace the approved precast junction boxes for irrigation with cast-in-place structures and to dispose the existing precast material.

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED:

CHANGE TO CONTRACT PRICE: We're requesting additional compensation for these changes as detailed below.

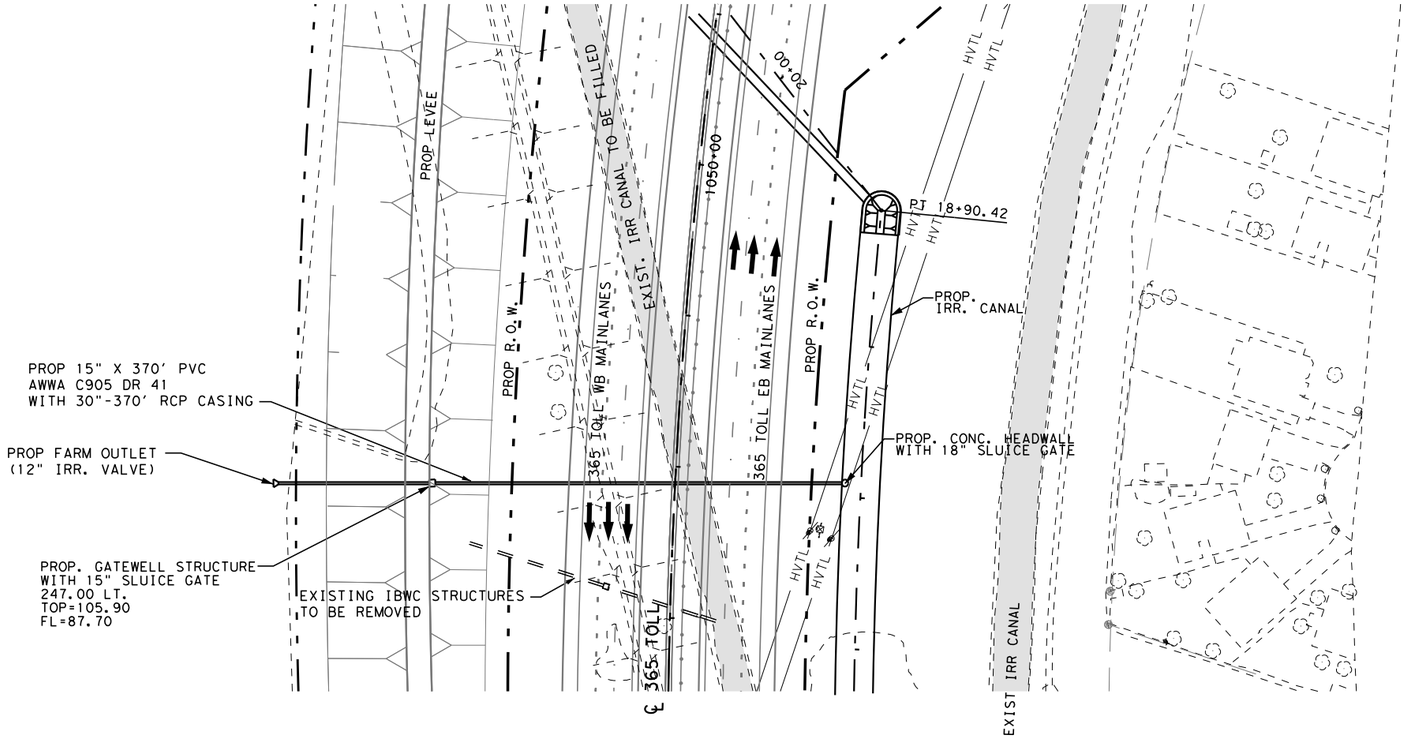
Item	Description	Unit	Unit Price	Original Qty	CO Qty	Revised Qty	CO Amount
0465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT}	EA	$ 10,118.07	2	-2	0	$ (20,236.14}
0465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	$ 19,000.00	5	-5	0	$ (95,000.00)
	JCTBOX(CIP}	EA	$ 66,000.00	0	7	7	$ 462,000.00
	JCTBOX(Material/Partial Installation)	EA	$ 13,300.00	0	7	7	$ 93,100.00
	JCTBOX(Removal/Disposal)	EA	$ 7,500.00	0	7	7	$ 52,500.00
							$ 492,363.86

CHANGE TO CONTRACT TIME: This change order will require a time extension as it will have a significant impact on a critical section of the project. Pulice will evaluate according to HCRMA's specifications guidelines and will submit to the HCRMA a request for added time once it is known.

If you have any questions or need additional information, please contact me at (346) 324-0781.

Sincerely,

Project Manager
Pulice Construction Inc.



AZ REVISED 10/20/2017

SHEET SUMMARY

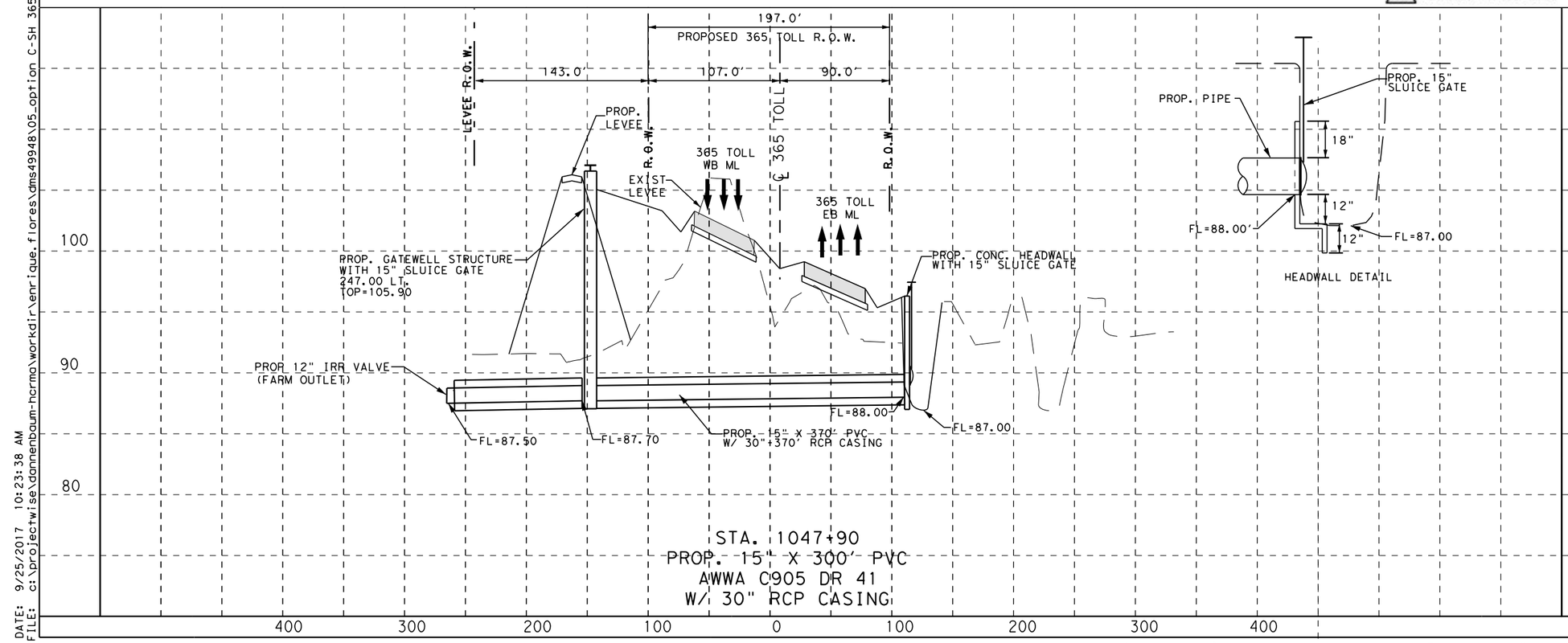
ITEM	DESCRIPTION	UNIT	QUANTITY
1008	PRSSR IRR PVC PIPE (15")	LF	370
464	RCP CL III (30 IN)	EA	370
1007	IRR GATE (15") (SLUICE)	EA	2
HCRMA 08	CONCRETE GATE WELL STRUCTURE	EA	1
466	CONCRETE HEADWALL (CH-FW-O) 15 IN	EA	1
1007	IRR. VALVE (12") (FARM OUTLET)	EA	1

LEGEND:

- ⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- ⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.
- ⊕ THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPE IS AT THE SAME ELEVATION AS THE EXISTING STANDPIPE

NOTES:

1. THE CONTRACTOR WILL COORDINATE WITH H.C.I.D. NO.2 48 HOURS PRIOR TO COMMENCING ANY WORK AND PROVIDE SEQUENCE OF CONSTRUCTION STRUCTURES. SONNY HINOJOSA - (956)787-1422. SEE SHEET No. 1224C FOR CONC. COLLAR DETAILS.
2. THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.



HEADWALL DETAIL

STA. 1047+90
PROP. 15" X 300' PVC
AWWA C905 DR 41
W/ 30" RCP CASING

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
9/25/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2017
Texas Department of Transportation

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

PROPOSED IRRIGATION STRUCTURE AT STA. 1047+90

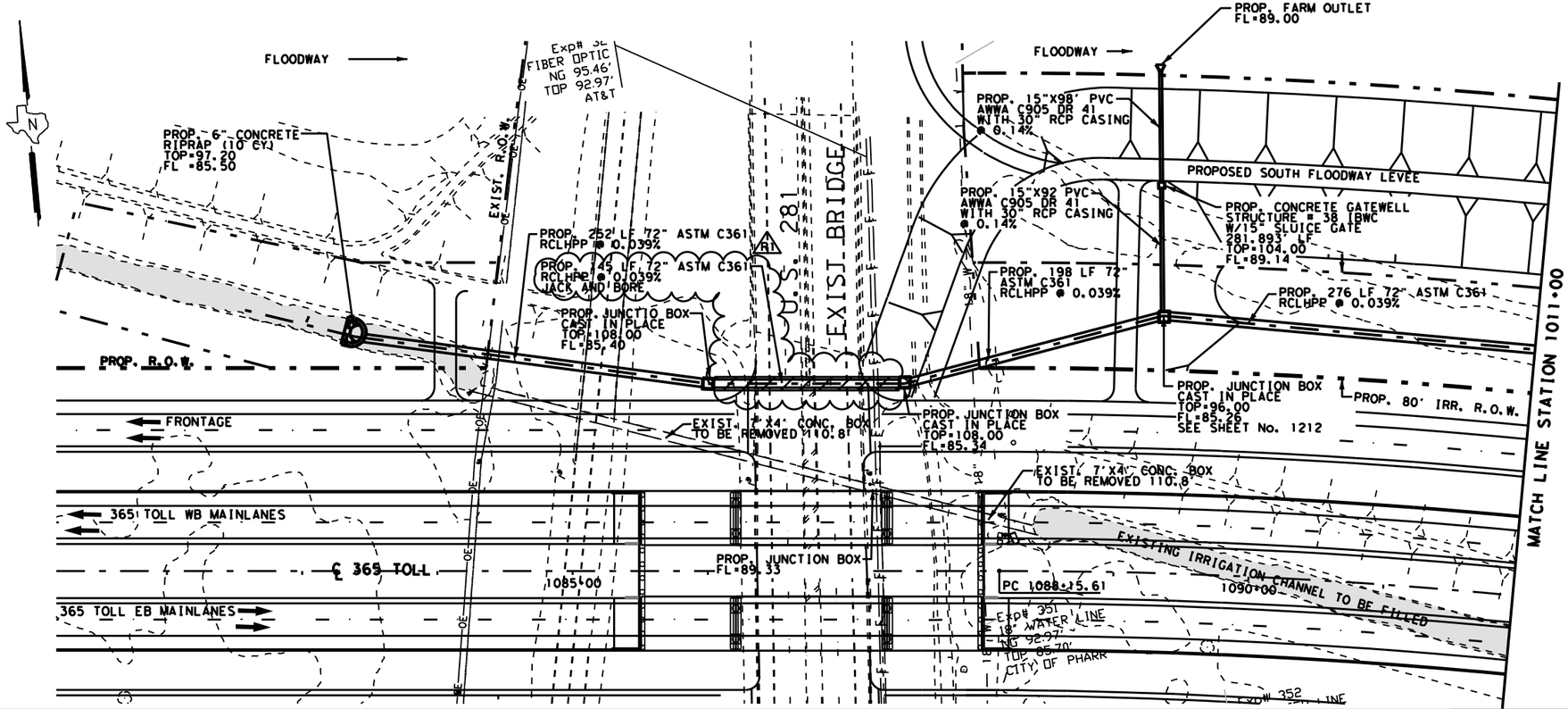
SCALE:
HOR: 1"= 100'
VER: 1"= 10'

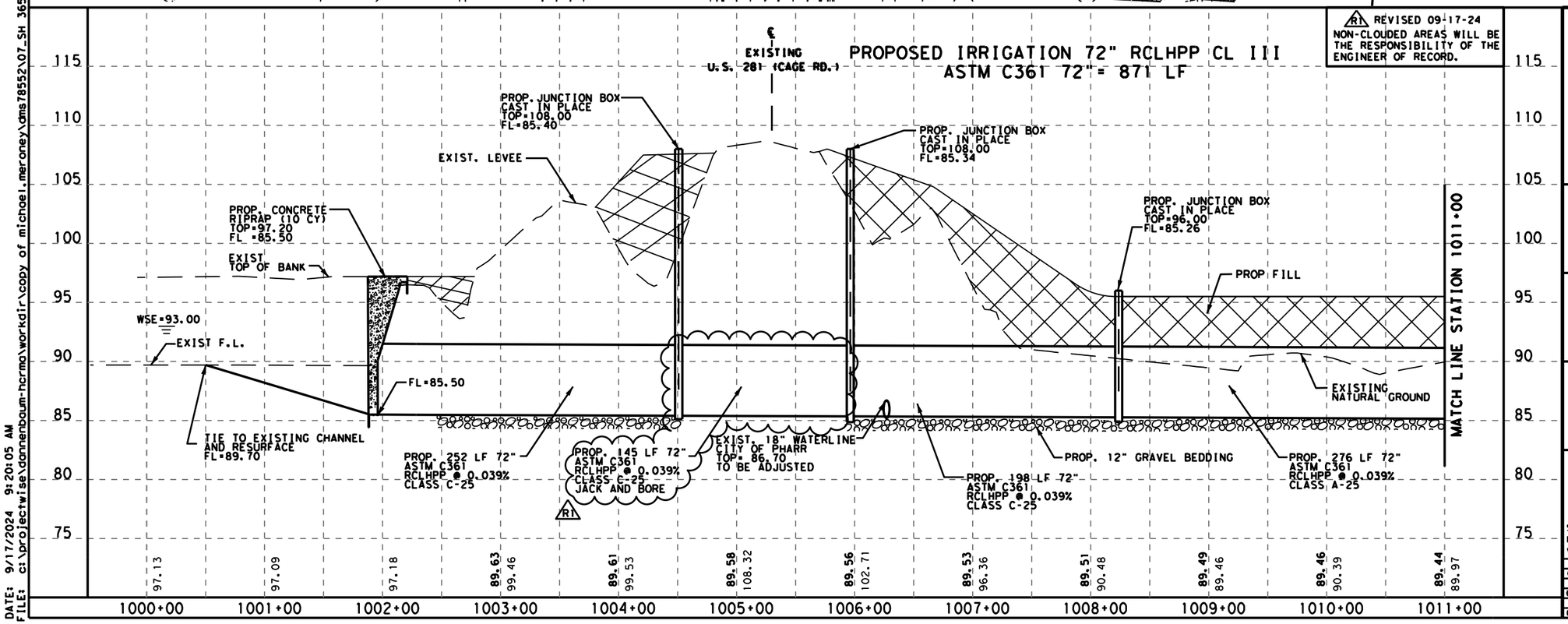
SHEET 1 OF 1

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		0921	02	368	365 TOLL
DW:		DIST	COUNTY		SHEET NO.
CK DW:		PHR	HIDALGO		1194
TR:	
CK TR:	

DATE: 9/25/2017 10:23:38 AM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\enrique.flores\dms49948\05_option C-SH 365_0031_IRRX_P&P.dgn

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





SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCTURE EXCAV (SPECIAL) (12" GRAVEL)	CY	228
432	CONCRETE RIP RAP (6IN)	CY	10
465	JUNCTION BOX CAST IN PLACE	EA	3
466	CONCRETE HEADWALL (CH-FW-0) 15 IN	EA	1
HCRMA 08	CONCRETE GATE WELL STRUCTURE	EA	1
4021	RC LOW HEAD PRSSR PIPE 72 in	LF	871
1008	PRSSR IRR (PVC) PIPE 15"	LF	190
464	30" RCP CL III	LF	190
1007	IRR GATE (15") (SLUICE)	EA	1
476	JACK BORE OR TUN PIPE (72") (RC) (CL V)	LF	100
1007	IRR VALVE (12") (FARM OUTLET)	EA	1

LEGEND:

- ⊛ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- ⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.
- ⊕ THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPE IS AT THE SAME ELEVATION AS THE EXISTING STANDPIPE

NOTES:

1. THE CONTRACTOR WILL COORDINATE WITH H.C.I.D. NO.2 48 HOURS PRIOR TO COMMENCING ANY WORK AND PROVIDE SEQUENCE OF CONSTRUCTION STRUCTURES. SONNY HINOJOSA - (956)787-1422. SEE SHEET No. 1224C FOR CONC. COLLAR DETAILS.
2. THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.

R1 REVISED 09-17-24
NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD.

HDR ENGINEERING INC.
F-754

STATE OF TEXAS
MARC H. SORIANO
128318
LICENSED PROFESSIONAL ENGINEER
09-16-2024

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

PROPOSED IRRIGATION STRUCTURE AT U.S. 281 (CAGE BLVD) STA 1001+11 TO STA 1011+00

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

SHEET 1 OF 3

DSN:	CONT	SECT	JOB	HIGHWAY
CK DSN:	0921	02	368	365 TOLL
DR:	DIST	COUNTY		SHEET NO.
CK DR:	PHR	HIDALGO		1195
TR:				
CK TR:				

DATE: 9/17/2024 9:20:05 AM
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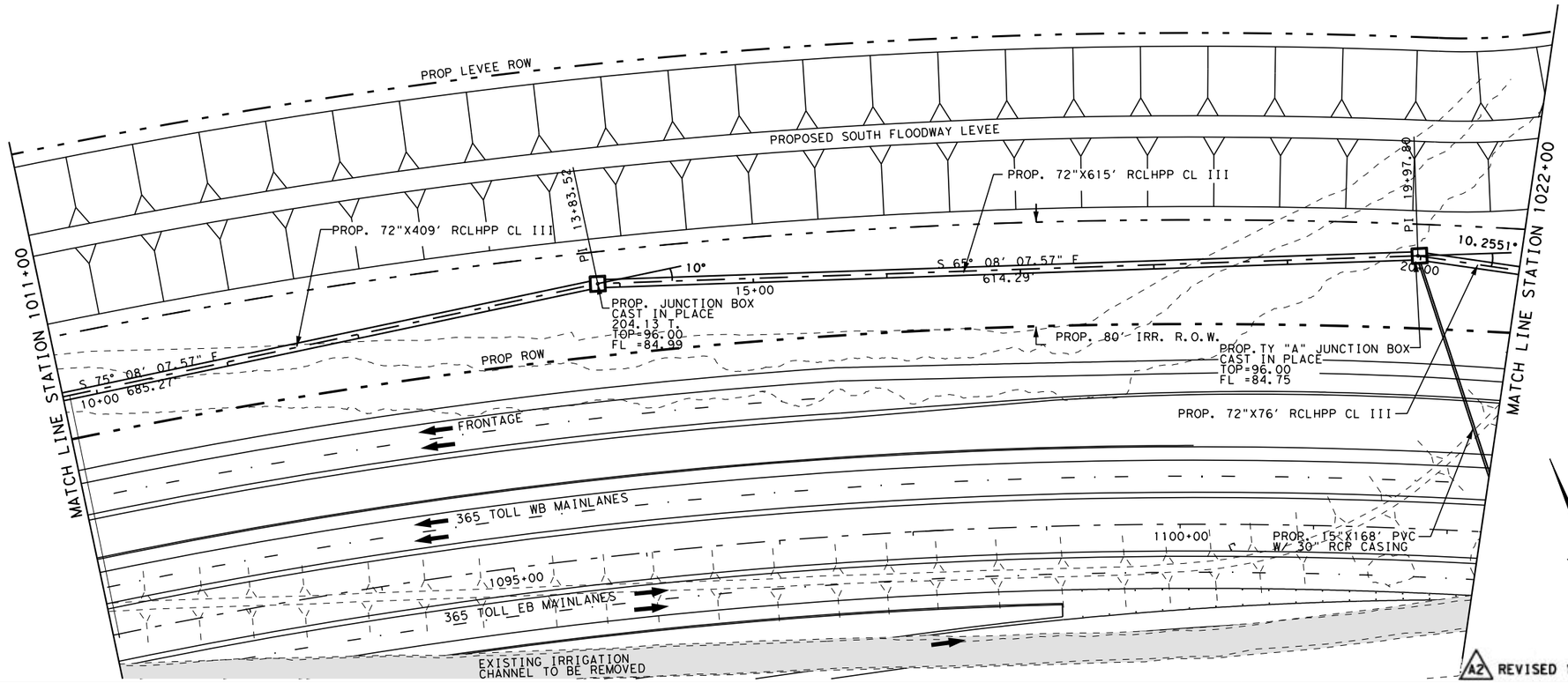

SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
465	JUNCTION BOX CAST IN PLACE	EA	2
4021	RC LOW HEAD PRSSR PIPE 72 in	LF	1100
400	STRUCT. EXCAVATION (SPECIAL) (12" GRAVEL)	CY	285

LEGEND:

- ⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- ⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.
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NOTES:

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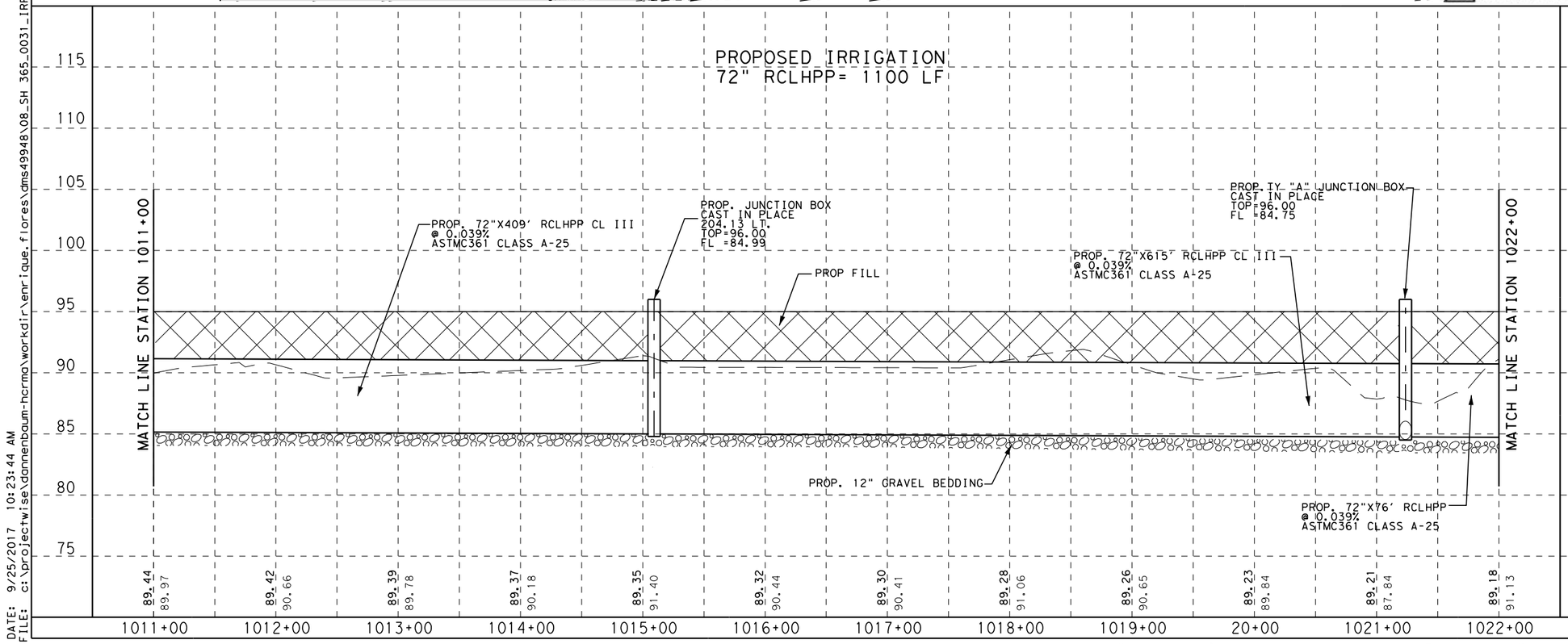
2. THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.

A2 REVISED 10/20/2017



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
Guillermo Arratia P.E. 9/25/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

PROPOSED IRRIGATION STRUCTURE AT U.S. 281
STA 1011+00 TO STA 1022+00

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

SHEET 2 OF 3

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		1196
TR:				
CK TR:				

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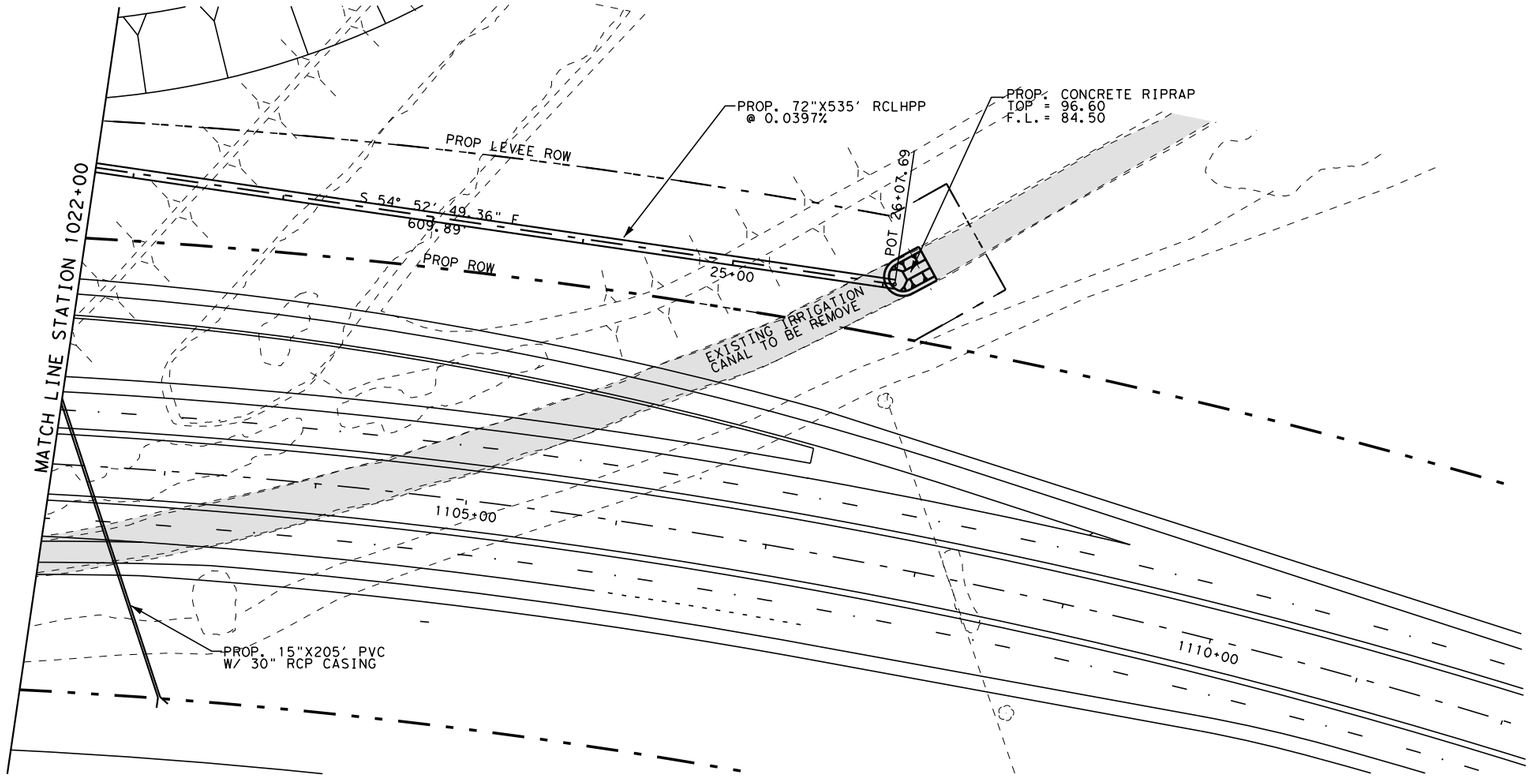
This sheet was not changed as part of the VECP design process and remains in its original IFC state.



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
464	CONCRETE RIPRAP (6")	CY	20
4021	RC LOW HEAD PRRSR PIPE 72"	LF	535
400	STRUCT. EXCAVATION (SPECIAL) (12 GRAVEL)	CY	139
466	CONCRETE HEADWALL (12")	EA	1

LEGEND:

- ⊛ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
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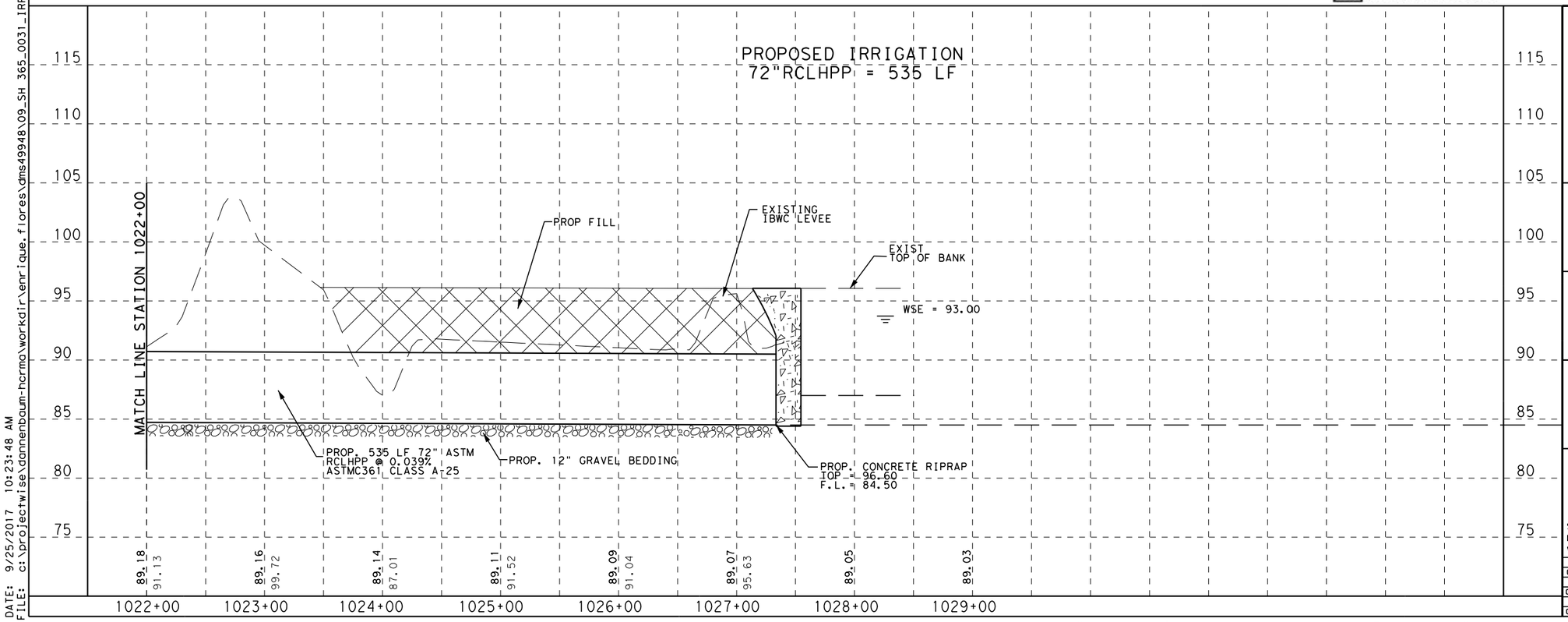
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.

AZ REVISED 10/20/2017



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
9/25/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

PROPOSED IRRIGATION STRUCTURE AT U.S. 281
STA 1022+00 TO STA 1027+33

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

SHEET 3 OF 3

DN:		CONT	SECT	JOB	HIGHWAY
CK DN:		0921	02	368	365 TOLL
DW:		DIST	COUNTY		SHEET NO.
CK DW:		PHR	HIDALGO		1197
TR:	
CK TR:	

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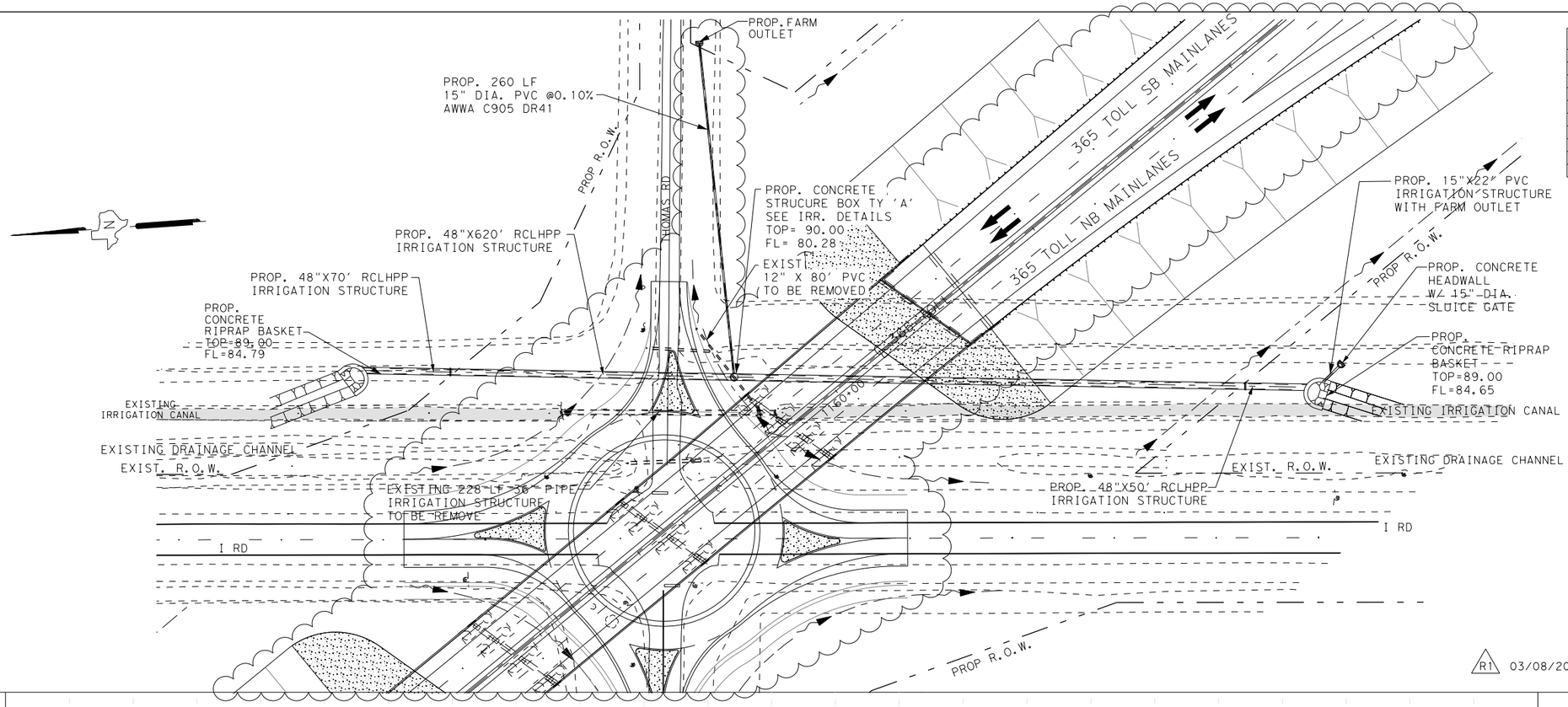
This sheet was not changed as part of the VECP design process and remains in its original IFC state.

DATE RECEIVED: 03/08/2023
DATE ACCEPTED: 03/29/2023
BY: Samuel Saldivar, Jr.

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM PULICE CONSTRUCTION, INC. THAT EITHER: NO CHANGE WAS MADE, MINOR REVISION WAS MADE, OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0921-02-368).



SHEET SUMMARY			
ITEM	DESCRIPTION	UNIT	QUANTITY
432	CONCRETE RIP RAP (6IN)	CY	55
465	JUNCT. BOX TY "A"	EA	1
1007	IRR GATE (15") SLUICE	EA	2
1008	PRSSR IRR (PVC) PIPE 15"	LF	276
4024	RC LOW HEAD PREASURE PIPE 48"	LF	742
466	CONCRETE HEAD WALL	EA	1
1007	12" IRR VALVE (FARM OUTLET)	EA	2
400	STR EXCV (SPECIAL) (12" GRAVEL)	CY	164

LEGEND:

- ⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
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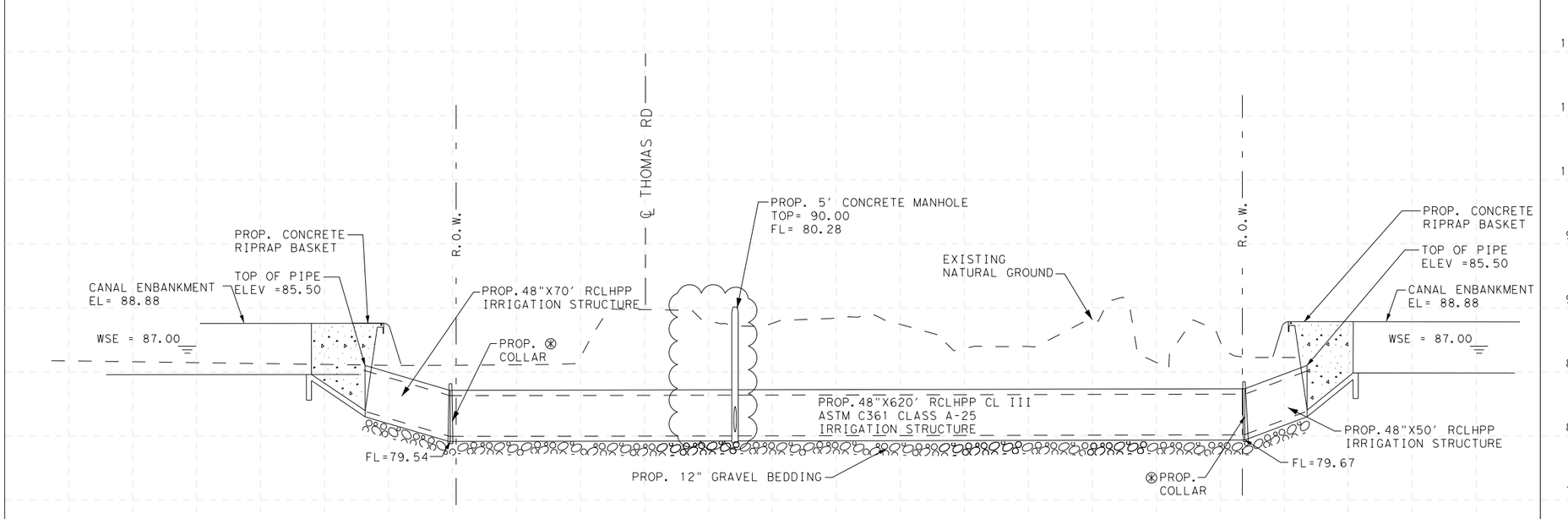
R1 03/08/2023

NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET.



STA. 1160+10
PROP. 48"X740' RCLHPP CL III
ASTM C361 CLASS A-25
IRRIGATION STRUCTURE

OTHON INC.
F-1471
Michael Liang
03/08/2023

STATE OF TEXAS
MICHAEL Z. LIANG
115839
LICENSED PROFESSIONAL ENGINEER

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
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

PROPOSED IRRIGATION STRUCTURE AT 1160+10

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

SHEET 4 OF 9

REV:	DATE:	EOR:
0	09/25/2017	GA
1	03/08/2023	ML

CONT	SECT	JOB	HIGHWAY
0921	02	368	365 TOLL
DIST	COUNTY		SHEET NO.
PHR	HIDALGO		1201

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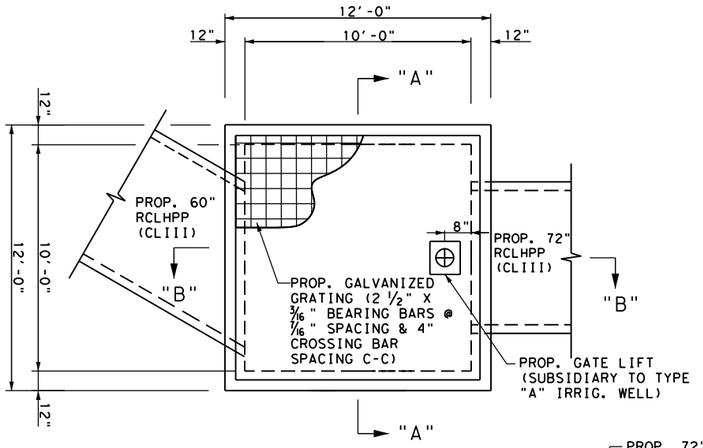
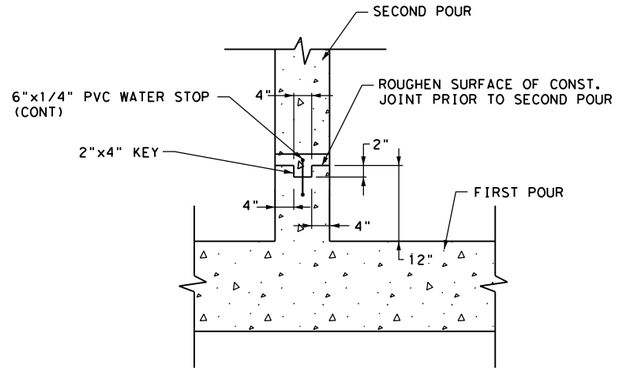
GENERAL NOTES

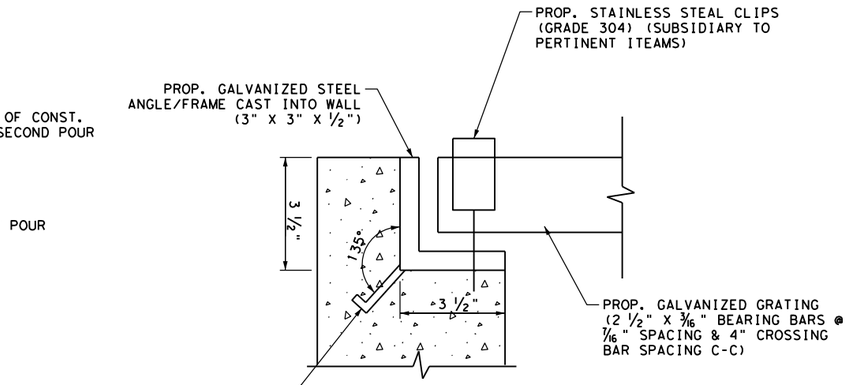
1. CHAMFER ALL EXPOSED CONC. CORNERS 1".
2. ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 P.S.I. AT 28 DAYS
3. ALL REINFORCING STEEL SHALL BE GRADE 60
4. LAP OR ANCHOR ALL STEEL A MINIMUM OF 30 DIA.'S. ALL HORZ. STEEL SHALL BE CONTINUOUS AROUND CORNERS.
5. REINFORCING BARS MAY BE ADJUSTED BUT SHALL PROVIDE A MINIMUM OF 2 INCHES CLEAR COVER
6. PROP. SLUCIE GATE SHALL BE A FRESNO LIFT AND GATE (SQUARE) ® OR APPROVED EQUAL DESIGNED FOR 20' SEATED AND UNSEATED HEADS (SUBSIDIARY TO TYPE "A" IRRIG. WELL) GATE SHALL HAVE STAINLESS STEEL SIDE ANGLES (FRAME), STAINLESS STEEL STEM, GEARED LIFT, PACKING GLAND, & PEDISTAL MADE OF CAST IRON.
7. PROP. GALVANIZED FRAME AND GRATE SHALL BE SUBSIDIARY TO TYPE "A" IRRIG. WELL



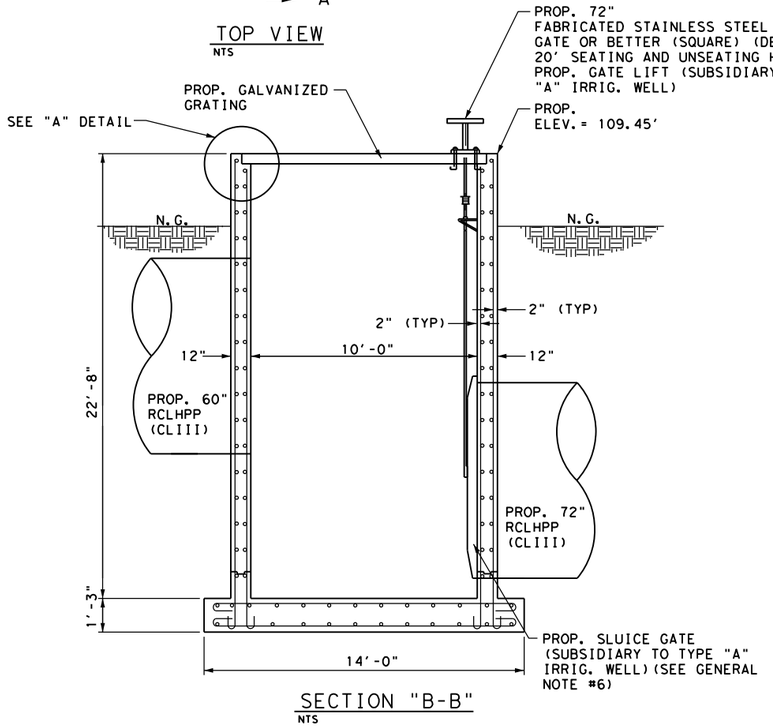
TOP VIEW
NTS



BOTTOM CONSTRUCTION JOINT & WATERSTOP DETAIL
NTS



DETAIL "A"
NTS



SECTION "B-B"
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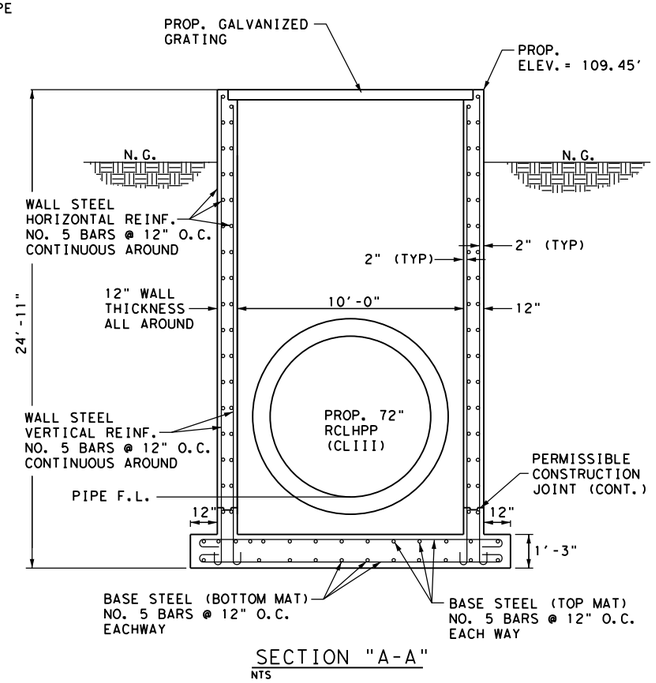

SECTION "A-A"
NTS

TYPICAL TYPE "A" IRRIG. WELL DETAIL
NTS

A2 A2 - REVISED 10-20-17

STATE OF TEXAS
CHRISTOPHER R. RODRIGUEZ
107692
LICENSED PROFESSIONAL ENGINEER
10/20/2017

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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Texas Department of Transportation

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

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105
2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018
900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

SH 365
TYPE A
IRRI. DETAILS

SHEET 1 OF 6

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0921	02	368	365 TOLL
DW:	DIST	COUNTY		SHEET NO.
CK DW:	PHR	HIDALGO		1207
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CK TR:				

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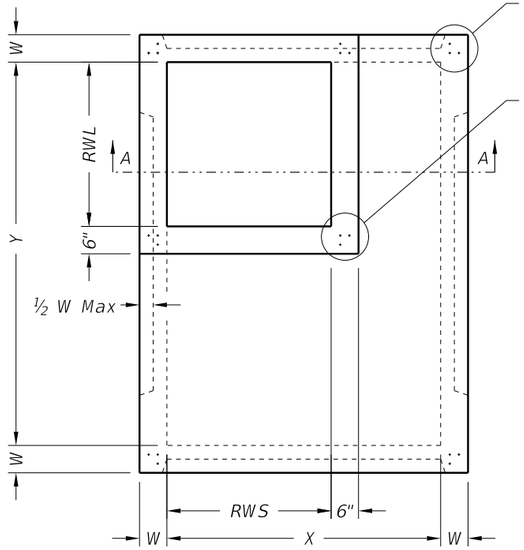
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

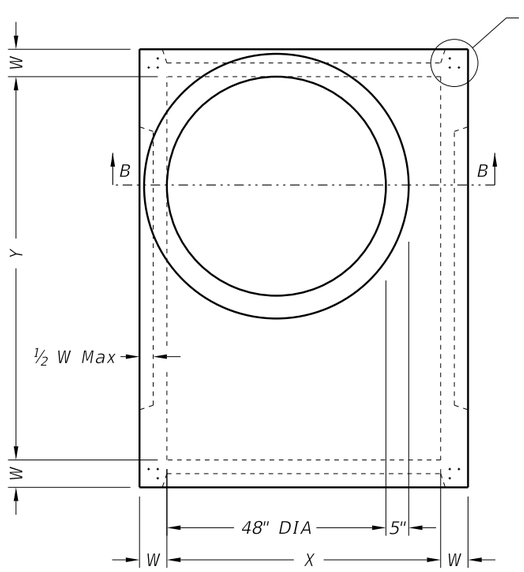


C (3) VERTICAL REBAR IN BASE & RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

F (3) VERTICAL REBAR IN REDUCED RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

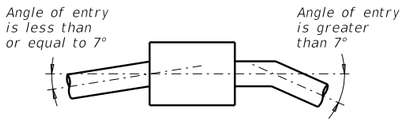
PLAN VIEW "A"

SQUARE REDUCED RISER OPTION



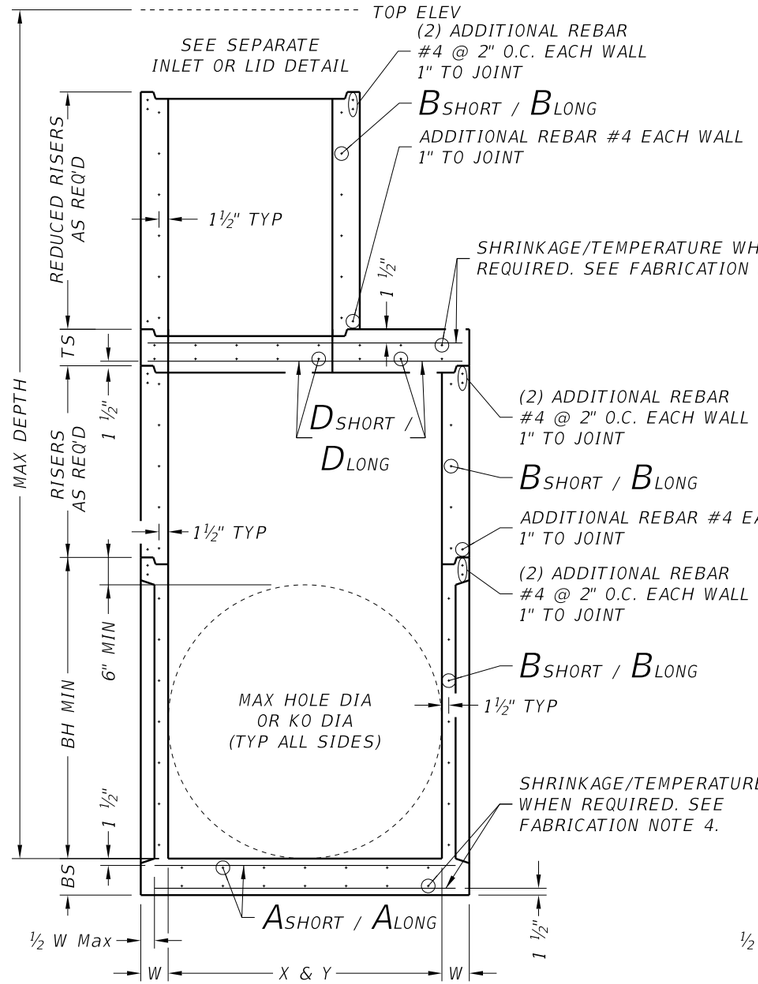
PLAN VIEW "B"

ROUND REDUCED RISER OPTION



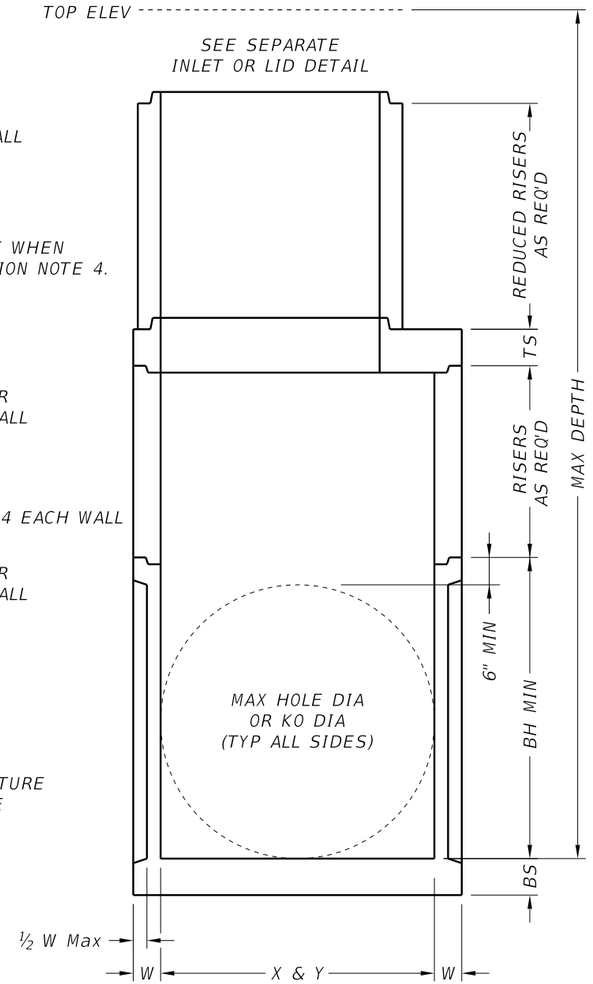
PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PB wall.
If necessary, use pipe elbow or curved
approach alignment to stay within this limit.



SECTION A-A

SQUARE REDUCED RISER OPTION



SECTION B-B

ROUND REDUCED RISER OPTION

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in^2/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

PRECAST BASE

PB

FILE: CD-PB-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

REQUEST FOR INFORMATION
No. HCRMA 365.RFI.107

TITLE: Cage BLVD Waterline Relocation Proposed Solution
PULICE PROJECT: 62-016-HCRMA 365 TOLL
OWNER PROJECT: CSJ: 0921-02-368

DATE: 9/1/2023
RESPONSE REQUIRED BY: 9/8/2023

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

WORK IMPACT: [x] YES [ ] NO **SCHEDULE IMPACT:** [x] YES [ ] NO **COST IMPACT:** [x] YES [ ] NO

REQUEST: On RFI 95, a possible solution was proposed to lower casing below 72" irrigation run which was in conflict. As per meeting with hcid 2 on 9/1/2023, a new proposed solution would be to raise the proposed 72" irrigation line 2 ft and then connect into proposed junction box on sheet 1195 (attached). Can HCRMA please evaluate and provide a solution for this conflict? Thank you.

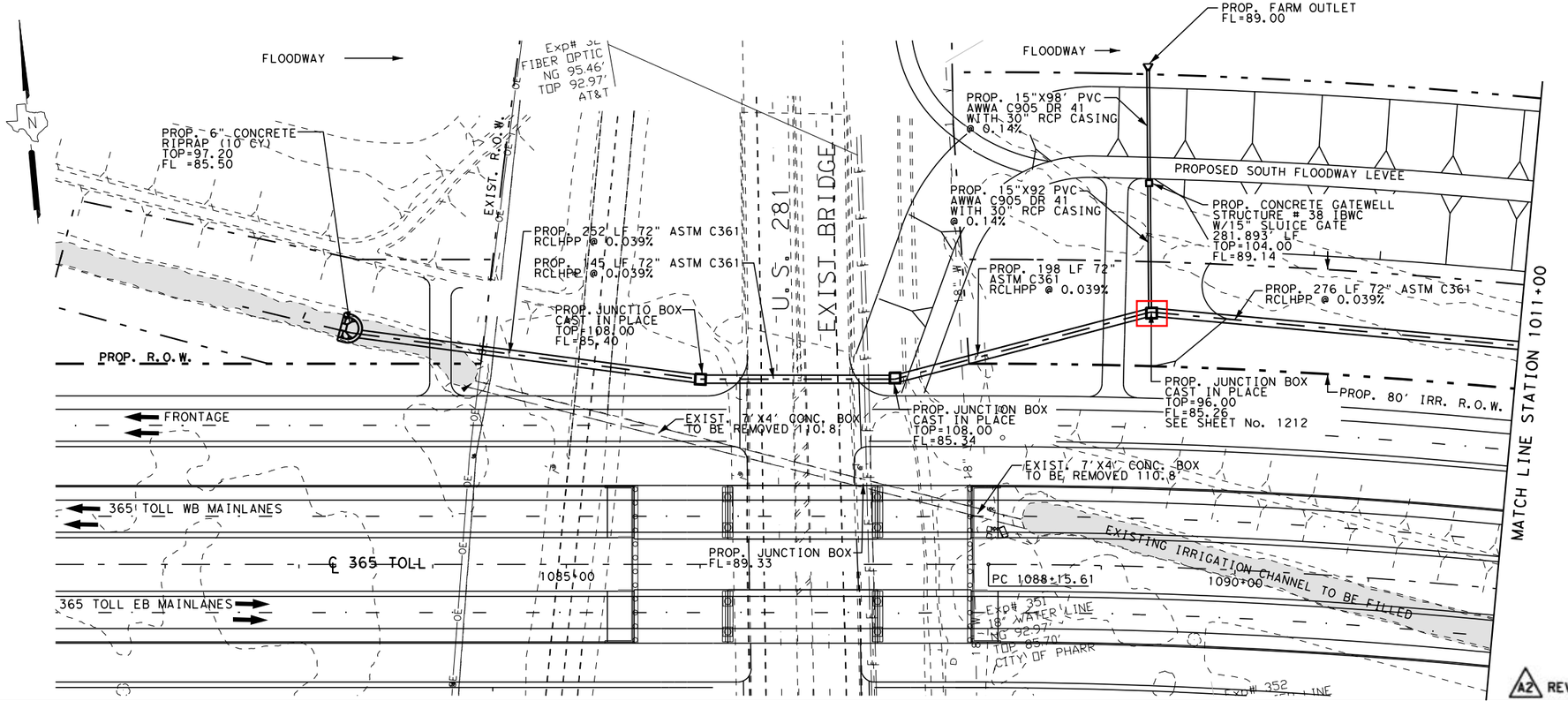
REF. DRAWINGS: 1195, 1227

REQUESTED BY: Thomas Rodriguez **DATE:** 9/1/2023

ANSWER:

ANSWER SIGNED BY: _____ **DATE:** _____

CC:
- **Sergio Mandujano - HCRMA**
- **Ronald Reyes -HCRMA**
- **Rafael Carmona - Pulice**
- **Jose Rivera - Pulice**
- **Luis Salinas - Pulice**
- **Paola Morales - Pulice**
- **Luis Escalera - Pulice**



SHEET SUMMARY

ITEM	DESCRIPTION	UNIT	QUANTITY
400	STRUCTURE EXCAV (SPECIAL)(12" GRAVEL)	CY	228
432	CONCRETE RIP RAP (6IN)	CY	10
465	JUNCTION BOX CAST IN PLACE	EA	3
466	CONCRETE HEADWALL (CH-FW-O) 15 IN	EA	1
HCRMA 08	CONCRETE GATE WELL STRUCTURE	EA	1
4021	RC LOW HEAD PRSSR PIPE 72 in	LF	871
1008	PRSSR IRR (PVC) PIPE 15"	LF	190
464	30" RCP CL III	LF	190
1007	IRR GATE (15") (SLUICE)	EA	1
476	JACK BORE OR TUN PIPE (72") (RC) (CL V)	LF	100
1007	IRR VALVE (12") (FARM OUTLET)	EA	1

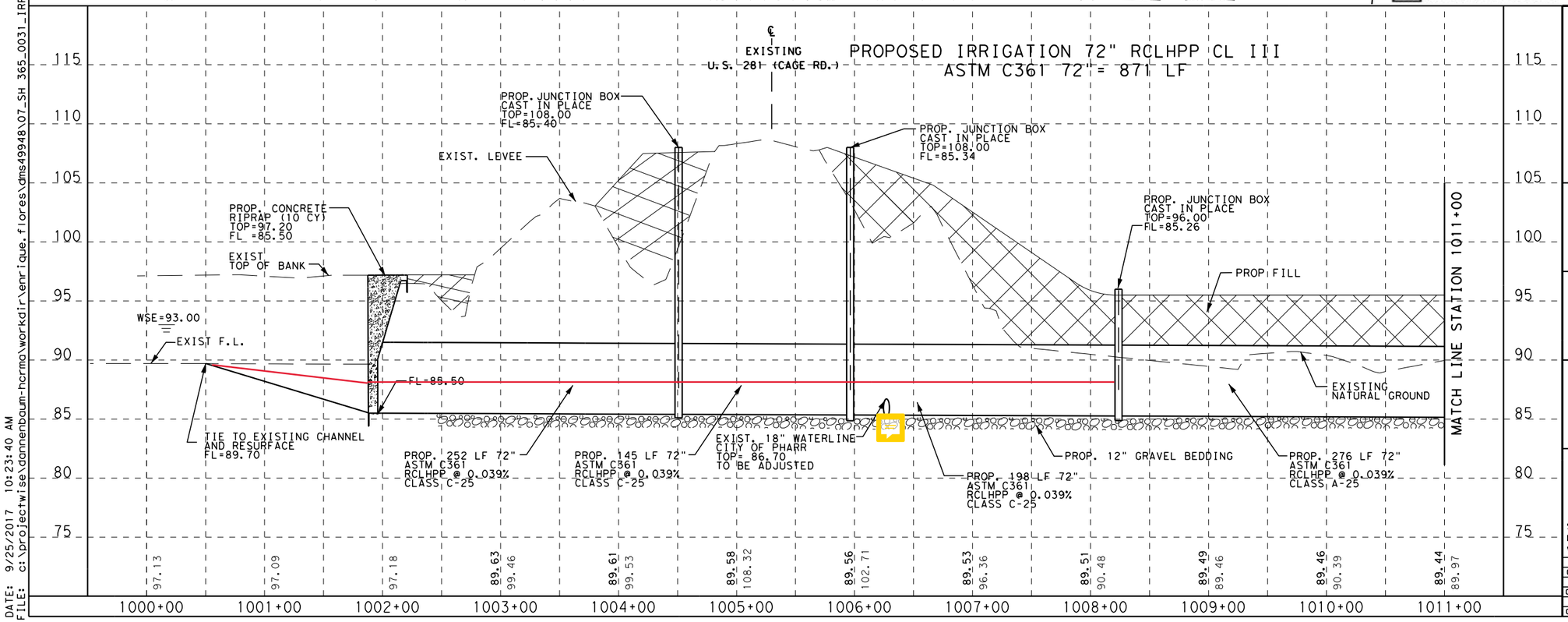
LEGEND:

- ⊗ NON-PAY, SUBSIDIARY TO PERTINENT BID ITEMS.
- ⊛ TO BE REMOVED UNDER ITEM 496. INCLUDES PAYMENT FOR REMOVAL OF ALL APPURTENANCES.
- ⊙ NON-PAY ITEM. FOR CONTRACTORS' INFORMATION ONLY.
- ⊕ THE CONTRACTOR SHALL CONFIRM THAT THE TOP ELEVATION ON THE PROPOSED STANDPIPE IS AT THE SAME ELEVATION AS THE EXISTING STANDPIPE

NOTES:

1. THE CONTRACTOR WILL COORDINATE WITH H.C.I.D. NO.2 48 HOURS PRIOR TO COMMENCING ANY WORK AND PROVIDE SEQUENCE OF CONSTRUCTION STRUCTURES. SONNY HINOJOSA - (956)787-1422. SEE SHEET No. 1224C FOR CONC. COLLAR DETAILS.
2. THE CONTRACTOR SHALL CONFIRM THAT CONFLICTS WITH EXISTING UTILITIES HAVE BEEN RESOLVED IN ADVANCE OF CONSTRUCTION. DAMAGES CAUSED BY OR TO EXISTING UTILITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL PVC ELBOWS, AND CONNECTIONS SHALL BE SUBSIDIARY TO PERTINENT BID ITEMS.
4. PROPOSED INSTALLATION AND REMOVAL OF BERMS AND PUMPING WATER WILL BE SUBSIDIARY TO ITEM 464.

A2 REVISED 10/20/2017



STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER
9/25/17

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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TEXAS BOARD OF PROFESSIONAL ENGINEERS #: F-1582

PROPOSED IRRIGATION STRUCTURE AT U.S. 281 (CAGE BLVD) STA 1001+11 TO STA 1011+00

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

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		1195
TR:				
CK TR:				

DATE: 9/25/2017 10:23:40 AM
FILE: c:\projectwise\dannenbaum-hcrma\workdir\enrique.flores\dms49948\07_SH 365_0031_IRRX_P&P.dgn

HCRMA - US 281 Cage BLVD Irrigation Line Precast JCT Boxes

Description

The following calculation sheet calculates the uplift forces at each joint of the precast junction boxes. Two different scenarios were considered, junction box 1 & 5.

The following forces are considered:
Soil Dead Load (+)
Concrete Weight Dead Load (+)
Buoyancy Forces (-)

$input$	Data input
$check$	Uplift Check

General Site Data

$\gamma_{soil} := 112\ pcf$ Soil Unit Weight - dry soil

$\gamma_w := 62.4\ pcf$ Water Unit Weight

$\gamma_{conc} := 150\ pcf$ Structural Concrete Unit Weight

$EL_{WSE} := 93\ ft$ Water Seasonal Elevation

LPILE Parameters

Bridge	Boreholes	Borehole Elevation	Groundwater Elevation	Elevation	LPILE Soil type	Effective Unit weight	Cohesion (Su)	Friction Angle	Soil Strain Factor	Subgrade Modulus (k)
-	-	ft	ft	ft	-	pcf	psf	°	ε_{50}	pci
Jackson Road	B-6, B-7	100	85	100 to 90	Stiff Clay without Free Water	112	1500	---	0.008	525
				90 to 85	Stiff Clay without Free Water	58	3000	---	0.006	815
				[illegible]	[illegible]	46	---	29	---	55
				75 to 65	Sand	48	---	30	---	60
				65 to 55	Sand	66	---	35	---	110
				55 to 15	Sand	48	---	30	---	60
US 281	B-34, B-36	96	77	96 to 82	Stiff Clay without Free Water	112	1500	---	0.008	525
				82 to 70	Sand	43	---	28	---	45
				70 to 40	Sand	58	---	34	---	100
				40 to 15	Sand	48	---	30	---	60

72" Pipe

$ID_{72} := 72\ in$ Inside Diameter

$t_{72} := 9.5\ in$ Pipe Wall Thickness

$OD_{72} := ID_{72} + 2 \cdot t_{72} = 91\ in$ Outside Diameter

$A_{72} := \pi \cdot \left(0.5 \cdot OD_{72}\right)^2 = 6503.882\ in^2$ Pipe Area - outside diameter

30" Pipe

$ID_{30} := 30\ in$ Inside Diameter

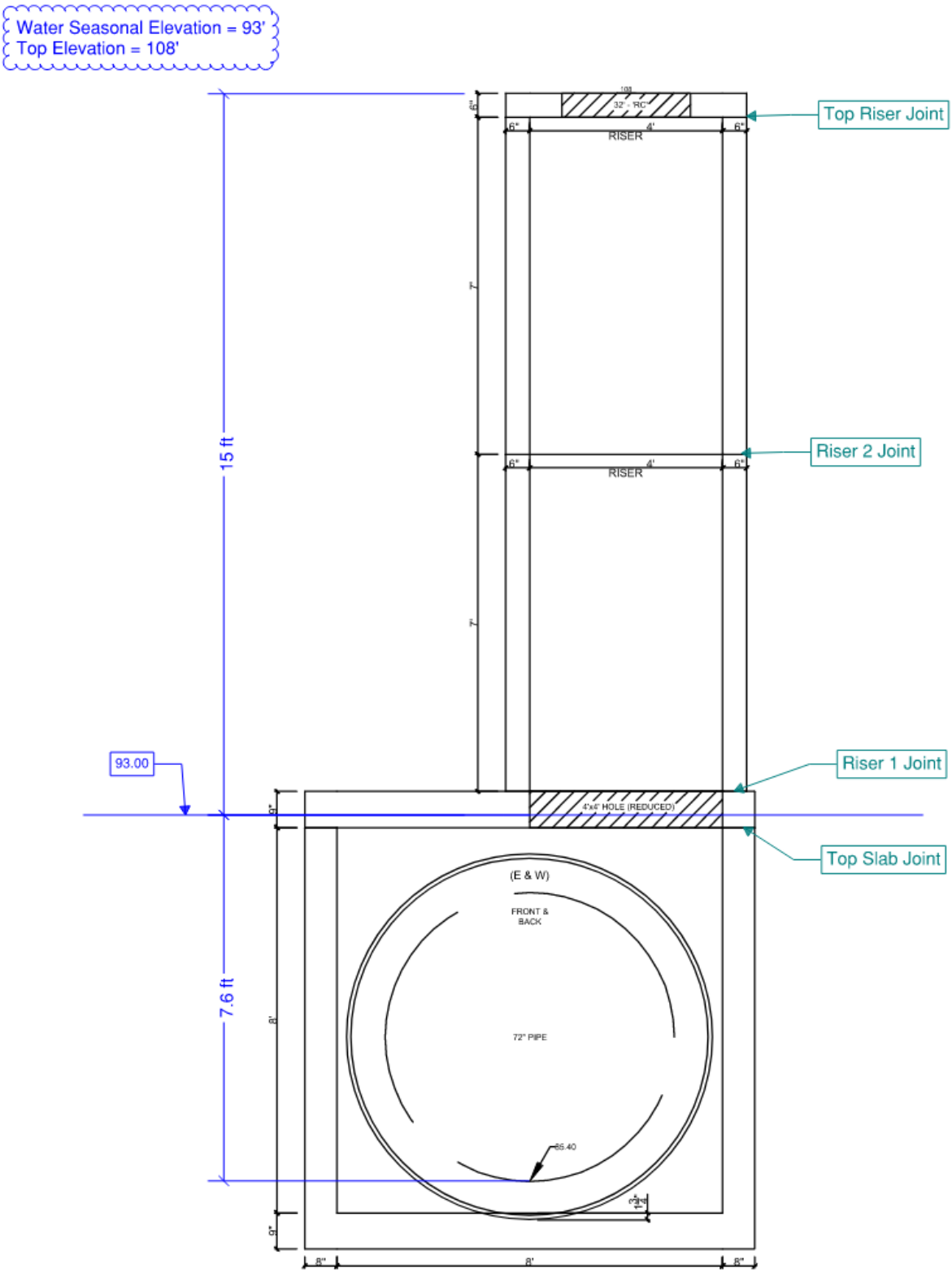
$t_{30} := 5\ in$ Pipe Wall Thickness

$OD_{30} := ID_{30} + 2 \cdot t_{30} = 40\ in$ Outside Diameter

$A_{30} := \pi \cdot \left(0.5 \cdot OD_{30}\right)^2 = 1256.637\ in^2$ Pipe Area - outside diameter

Junction Box #1

Sta 1004 + 50.00
72" Pipe Running E-W



Geometry

$offset := -2.5\ in$	Bot of Pipe to Top of Base Slab Elev
$X_B := 8\ ft$ $Y_B := 8\ ft$ $D_B := 8\ ft$	Junction Box Dimensions
$W_B := 8\ in$	Junction Box Wall Thickness
$D_{BS} := 9\ in$	Base Slab Thickness
$D_{TS} := 9\ in$	Top Slab Thickness
$X_{BS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{BS} := Y_B + 2 \cdot W_B = 112\ in$	Base Slab Widths
$X_{TS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{TS} := Y_B + 2 \cdot W_B = 112\ in$	Top Slab Widths
$x_{riser} := 4\ ft$ $y_{riser} := 4\ ft$ $D_{riser} := 7\ ft$	Riser Dimensions
$t_{riser} := 6\ in$	Riser Wall Thickness
$n_{riser} := 2$	Number of Risers
$A_{riser} := (x_{riser} + 2\ t_{riser}) \cdot (y_{riser} + 2\ t_{riser}) = 25\ ft^2$	Outside Riser Area
$A_{hole} := x_{riser} \cdot y_{riser} = 16\ ft^2$	Riser Hole Area @ Box Top Slab
$t_{r.top} := 6\ in$	Riser Cover Thickness
$d_{r.top} := 32\ in$	Riser Cover Opening Diameter
$A_{r.top} := \pi \cdot (0.5 \cdot d_{r.top})^2$	Riser Cover Opening Area

Elevations

$EL_{WSE} = 93\ ft$	Recall Water Seasonal Elevation
$EL_{riser} := 108\ ft$	Top of Riser Cover Elevation
$EL_{FG} := EL_{riser} - 6\ in$	Finished Grade Elevation - to be assumed 6 in below top of riser cover
$EL_{inv} := 85.34\ ft$	Pipe Invert Elevation
$EL_{b.BS} := EL_{inv} - t_{72} - offset - D_{BS} = 84.007\ ft$	Bottom of Base Slab Elevation
$EL_{t.BS} := EL_{b.BS} + D_{BS} = 84.757\ ft$	Top of Base Slab Elevation
$EL_{b.TS} := EL_{t.BS} + D_B = 92.757\ ft$	Bottom of Top Slab Elevation
$EL_{t.TS} := EL_{b.TS} + D_{TS} = 93.507\ ft$	Top of Top Slab Elevation
$EL_{riser1} := EL_{t.TS} + D_{riser} = 100.507\ ft$	Elevation at top of riser 1
$EL_{riser2} := EL_{t.TS} + 2\ D_{riser} = 107.507\ ft$	Elevation at top of riser 2

Concrete Volume

$V_{BS} := D_{BS} \cdot X_{BS} \cdot Y_{BS} = 65.333\ ft^3$	Volume of Base Slab
$A_{TS} := X_{TS} \cdot Y_{TS} - A_{hole}$	Area of top slab
$V_{TS} := D_{TS} \cdot \left(A_{TS}\right) = 53.333\ ft^3$	Volume of Top Slab
$V_{wall.EW} := 2\ \left(X_{TS} \cdot D_B - A_{72}\right) \cdot W_B = 39.334\ ft^3$	Volume of E & W Walls
$V_{wall.NS} := 2\ \left(X_{TS} \cdot D_B\right) \cdot W_B = 99.556\ ft^3$	Volume of N & S Walls
$V_{wall} := V_{wall.EW} + V_{wall.NS} = 138.89\ ft^3$	Total Volume of Walls
$V_{box} := V_{wall} + V_{BS} = 204.223\ ft^3$	Total Volume of Precast Box
$V_{riser} := n_{riser} \cdot \left(A_{riser} - A_{hole}\right) \cdot D_{riser} = 126\ ft^3$	Volume of Risers
$V_{cover} := \left(A_{riser} - A_{r.top}\right) \cdot t_{r.top} = 9.707\ ft^3$	Volume of Riser Cover

Forces

Concrete Weight

$W_{box} := \gamma_{conc} \cdot V_{box} = 30.633\ \textbf{kip}$ — Weight of precast box

$W_{TS} := \gamma_{conc} \cdot V_{TS} = 8\ \textbf{kip}$ — Weight of top slab

$W_{riser} := \gamma_{conc} \cdot V_{riser} = 18.9\ \textbf{kip}$ — Weight of risers

$W_{cover} := \gamma_{conc} \cdot V_{cover} = 1.456\ \textbf{kip}$ — Weight of riser cover

$W_{conc} := W_{box} + W_{TS} + W_{riser} + W_{cover} = 58.99\ \textbf{kip}$ — Total Concrete Weight

Soil Weight

$V_{soil} := \left(X_{TS} \cdot Y_{TS} - A_{riser}\right) \cdot \left(EL_{FG} - EL_{t.TS}\right) = 869.141\ \textbf{ft}^3$ — Volume of Soil over Box

$W_{soil} := V_{soil} \cdot \gamma_{soil} = 97.344\ \textbf{kip}$ — Weight of Soil over Box

Buoyancy Force

$offset_{TS} := EL_{WSE} - EL_{b.TS} = 2.92\ \textbf{in}$ — Depth of top slab submerged in water

$V_{sub.TS} := X_{TS} \cdot Y_{TS} \cdot offset_{TS} = 21.197\ \textbf{ft}^3$ — volume of water displaced @ bot of top slab

$V_{sub.box} := X_{BS} \cdot Y_{BS} \cdot \left(D_{BS} + D_B\right) = 762.222\ \textbf{ft}^3$ — volume of water displaced from junction box

$W_{sub.TS} := \gamma_w \cdot V_{sub.TS} = 1.323\ \textbf{kip}$ — weight of water displaced @ bot of top slab

$V_{sub} := V_{sub.TS} + V_{sub.box} = 783.419\ \textbf{ft}^3$ — total volume of water displaced

$W_{sub} := \gamma_w \cdot V_{sub} = 48.885\ \textbf{kip}$ — total weight of water displaced

Total System Equilibrium

$F_{total1} := W_{conc} + W_{soil} - W_{sub} = 107.448\ kip$ Assuming Junction Box is not filled with water.

$\text{if}\left(F_{total1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

$F_{total2} := W_{conc} + W_{soil} = 156.333\ kip$ Assuming Junction Box is filled with water.

$\text{if}\left(F_{total2} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Slab Joint

$F_{TS1} := \left(W_{conc} - W_{box}\right) + W_{soil} - W_{sub.TS} = 124.377\ kip$

$\text{if}\left(F_{TS1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser 1 Joint

$F_{r1} := \left(W_{cover} + W_{riser}\right) = 20.356\ kip$

$\text{if}\left(F_{r1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser 2 Joint

$F_{r2} := W_{cover} + \frac{W_{riser}}{n_{riser}} = 10.906\ kip$

$\text{if}\left(F_{r2} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

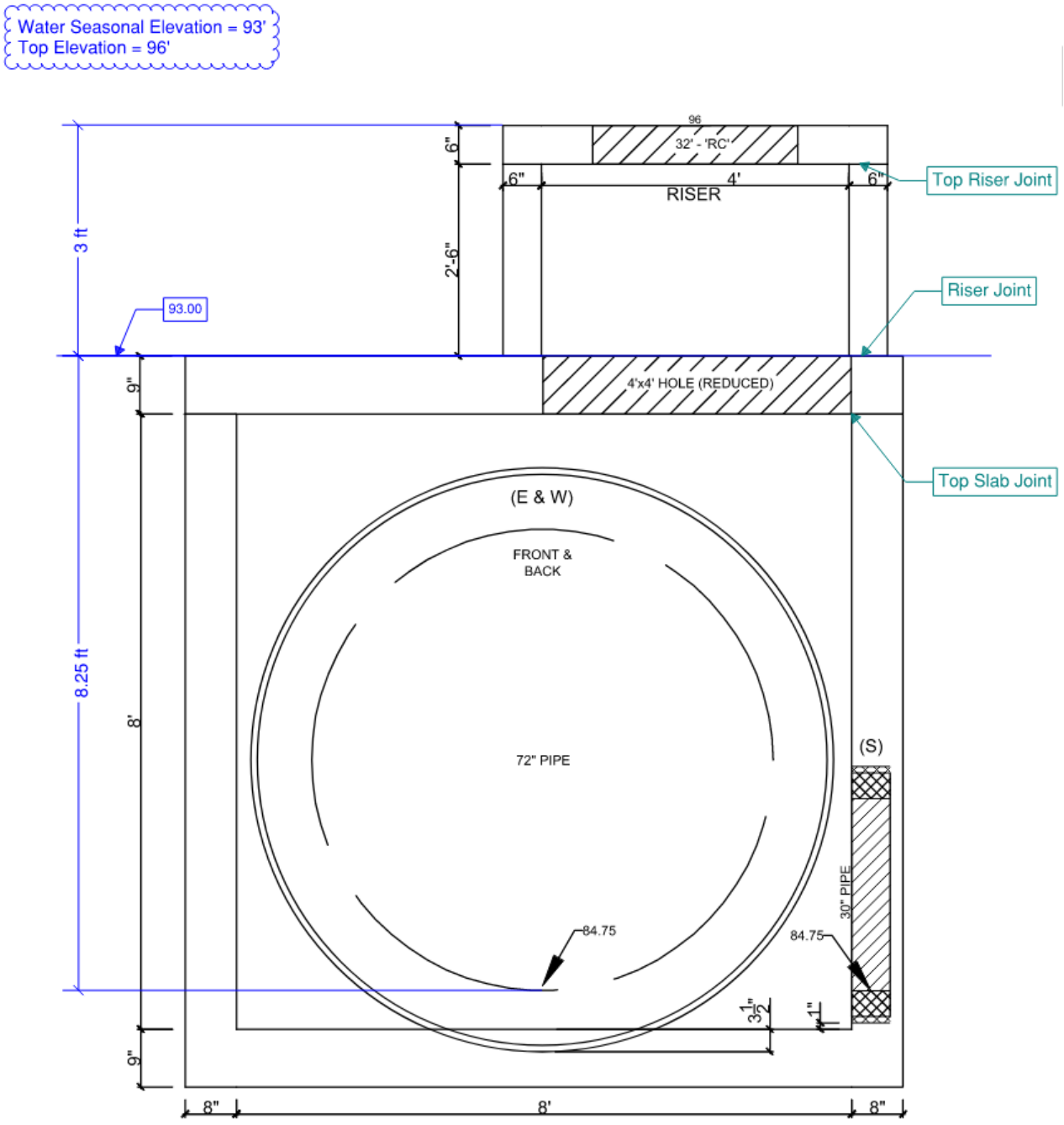
Force at Top Riser Joint

$F_{top} := W_{cover} = 1.456\ kip$

$\text{if}\left(F_{top} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Junction Box #5

Sta 1021 + 25.00
72" Pipe Running East-West
30" Pipe @ South Face



Geometry

$offset := -3.5\ in$ Bot of Pipe to Top of Base Slab Elev

$X_B := 8\ ft$ $Y_B := 8\ ft$ $D_B := 8\ ft$ Junction Box Dimensions

$W_B := 8\ in$ Junction Box Wall Thickness

$D_{BS} := 9\ in$ Base Slab Thickness

$D_{TS} := 9\ in$ Top Slab Thickness

$X_{BS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{BS} := Y_B + 2 \cdot W_B = 112\ in$ Base Slab Widths

$X_{TS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{TS} := Y_B + 2 \cdot W_B = 112\ in$ Top Slab Widths

$x_{riser} := 4\ ft$ $y_{riser} := 4\ ft$ $D_{riser} := 2.5\ ft$ Riser Dimensions

$t_{riser} := 6\ in$ Riser Wall Thickness

$n_{riser} := 1$ Number of Risers

$A_{riser} := \left(x_{riser} + 2\ t_{riser}\right) \cdot \left(y_{riser} + 2\ t_{riser}\right) = 25\ ft^2$ Riser Area

$A_{hole} := x_{riser} \cdot y_{riser} = 16\ ft^2$ Riser Hole Area @ Box Top Slab

$t_{r.top} := 6\ in$ Riser Cover Thickness

$d_{r.top} := 32\ in$ Riser Cover Opening Diameter

$A_{r.top} := \pi \cdot \left(0.5 \cdot d_{r.top}\right)^2$ Riser Cover Opening Area

Elevations

$EL_{WSE} = 93\ ft$	Recall Water Seasonal Elevation
$EL_{riser} := 96\ ft$	Top of Riser Elevation
$EL_{FG} := EL_{riser} - 6\ in$	Finished Grade Elevation - to be assumed 6 in below top of riser cover
$EL_{inv} := 84.75\ ft$	Pipe Invert Elevation
$EL_{b.BS} := EL_{inv} - t_{72} - offset - D_{BS} = 83.5\ ft$	Bottom of Base Slab Elevation
$EL_{t.BS} := EL_{b.BS} + D_{BS} = 84.25\ ft$	Top of Base Slab Elevation
$EL_{b.TS} := EL_{t.BS} + D_B = 92.25\ ft$	Bottom of Top Slab Elevation
$EL_{t.TS} := EL_{b.TS} + D_{TS} = 93\ ft$	Top of Top Slab Elevation
$EL_{riser1} := EL_{t.TS} + D_{riser} = 95.5\ ft$	Elevation at top of riser 1

Concrete Volume

$V_{BS} := D_{BS} \cdot X_{BS} \cdot Y_{BS} = 65.333\ ft^3$	Volume of Base Slab
$A_{TS} := X_{TS} \cdot Y_{TS} - A_{hole}$	Area of top slab
$V_{TS} := D_{TS} \cdot \left(A_{TS}\right) = 53.333\ ft^3$	Volume of Top Slab
$V_{wall.EW} := 2\ \left(X_{TS} \cdot D_B - A_{72}\right) \cdot W_B = 39.334\ ft^3$	Volume of E & W Walls
$V_{wall.NS} := \left(2\ X_{TS} \cdot D_B - A_{30}\right) \cdot W_B = 93.738\ ft^3$	Volume of N & S Walls
$V_{wall} := V_{wall.EW} + V_{wall.NS} = 133.072\ ft^3$	Total Volume of Walls
$V_{box} := V_{wall} + V_{BS} = 198.406\ ft^3$	Total Volume of Precast Box
$V_{riser} := n_{riser} \cdot \left(A_{riser} - A_{hole}\right) \cdot D_{riser} = 22.5\ ft^3$	Volume of Risers
$V_{cover} := \left(A_{riser} - A_{r.top}\right) \cdot t_{r.top} = 9.707\ ft^3$	Volume of Riser Cover

Forces

Concrete Weight

$W_{box} := \gamma_{conc} \cdot V_{box} = 29.761\ \textbf{kip}$ Weight of precast box

$W_{TS} := \gamma_{conc} \cdot V_{TS} = 8\ \textbf{kip}$ Weight of top slab

$W_{riser} := \gamma_{conc} \cdot V_{riser} = 3.375\ \textbf{kip}$ Weight of risers

$W_{cover} := \gamma_{conc} \cdot V_{cover} = 1.456\ \textbf{kip}$ Weight of riser cover

$W_{conc} := W_{box} + W_{TS} + W_{riser} + W_{cover} = 42.592\ \textbf{kip}$ Total Concrete Weight

Soil Weight

$V_{soil} := \left(X_{TS} \cdot Y_{TS} - A_{riser}\right) \cdot \left(EL_{FG} - EL_{t.TS}\right) = 155.278\ \textbf{ft}^3$ Volume of Soil over Box

$W_{soil} := V_{soil} \cdot \gamma_{soil} = 17.391\ \textbf{kip}$ Weight of Soil over Box

Buoyancy Force

$offset_{TS} := EL_{WSE} - EL_{b.TS} = 9\ \textbf{in}$ Depth of top slab submerged in water

$V_{sub.TS} := X_{TS} \cdot Y_{TS} \cdot offset_{TS} = 65.333\ \textbf{ft}^3$ volume of water displaced @ bot of top slab

$V_{sub.box} := X_{BS} \cdot Y_{BS} \cdot \left(D_{BS} + D_B\right) = 762.222\ \textbf{ft}^3$ volume of water displaced from junction box

$W_{sub.TS} := \gamma_w \cdot V_{sub.TS} = 4.077\ \textbf{kip}$ weight of water displaced @ bot of top slab

$V_{sub} := V_{sub.TS} + V_{sub.box} = 827.556\ \textbf{ft}^3$ total volume of water displaced

$W_{sub} := \gamma_w \cdot V_{sub} = 51.639\ \textbf{kip}$ total weight of water displaced

Total System Equilibrium

$F_{total1} := W_{conc} + W_{soil} - W_{sub} = 8.344\ kip$ Assuming Junction Box is not filled with water.

$\text{if}\left(F_{total1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

$F_{total2} := W_{conc} + W_{soil} = 59.983\ kip$ Assuming Junction Box is filled with water.

$\text{if}\left(F_{total2} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Slab Joint

$F_{TS1} := \left(W_{conc} - W_{box}\right) + W_{soil} - W_{sub.TS} = 26.145\ kip$

$\text{if}\left(F_{TS1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser Joint

$F_{r1} := W_{cover} + W_{riser} = 4.831\ kip$

$\text{if}\left(F_{r1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Riser Joint

$F_{top} := W_{cover} = 1.456\ kip$

$\text{if}\left(F_{top} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

DISCLAIMER:
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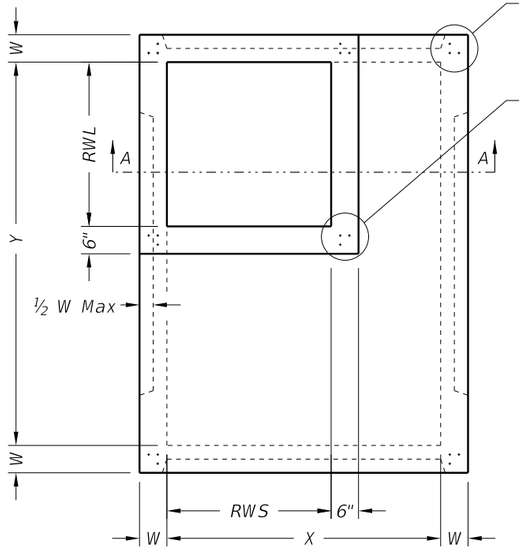
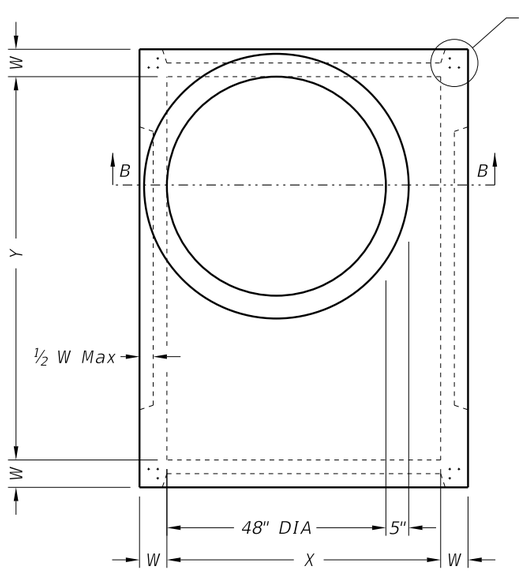


C (3) VERTICAL REBAR IN BASE & RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

F (3) VERTICAL REBAR IN REDUCED RISERS
#4 @ 2" O.C. EACH CORNER
2" TO CORNER

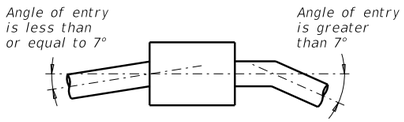
PLAN VIEW "A"

SQUARE REDUCED RISER OPTION



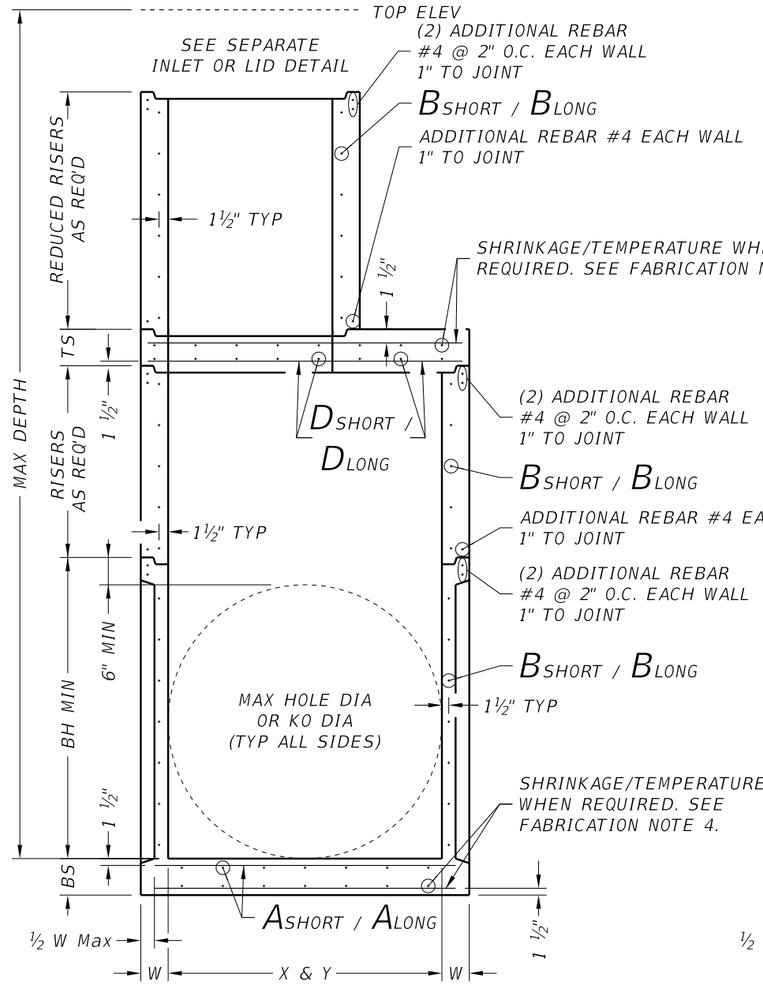
PLAN VIEW "B"

ROUND REDUCED RISER OPTION



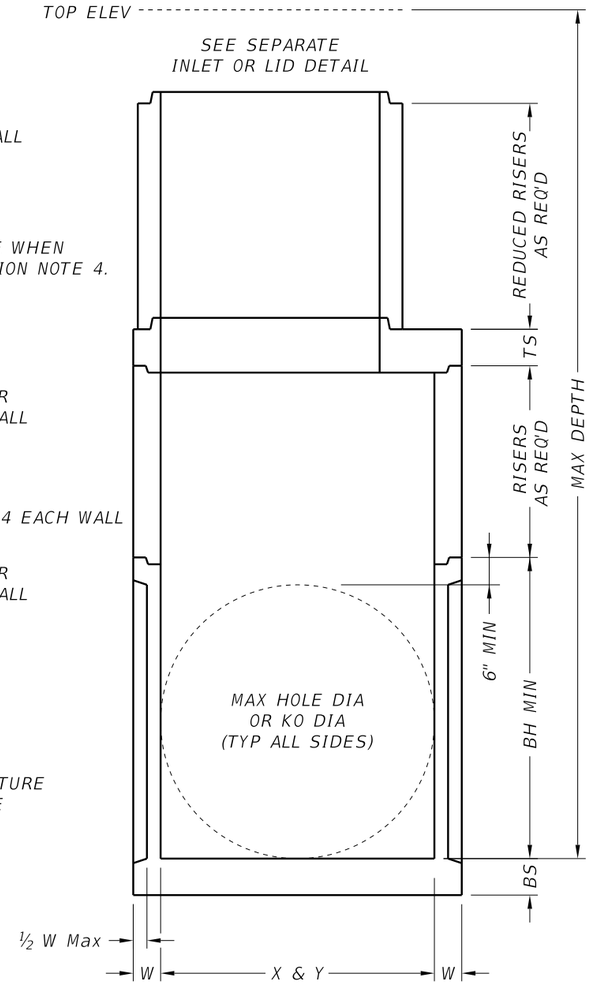
PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PB wall.
If necessary, use pipe elbow or curved
approach alignment to stay within this limit.



SECTION A-A

SQUARE REDUCED RISER OPTION



SECTION B-B

ROUND REDUCED RISER OPTION

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in²/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

PRECAST BASE

PB

FILE: CD-PB-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PULICE

SUBMITTAL
No. 62-016-0209
SPEC SECTION: 476

TITLE: Jack & Bore Operations and Procedures (72" LHPP)
PULICE PROJECT: 62-016-HCRMA 365 TOLL
CSJ: 0921-02-368

DATE: 9/4/2024
RESPONSE REQUIRED BY: 9/11/2024

TO: Attn: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

RECEIVED FROM: **IOC**

SENT TO: **Ramon Navarro, P.E., C.F.M.**

REV No.	DESCRIPTION	RECEIVED	SENT	RETURNED
0	Jack & Bore Operations and Procedures (72" LHPP)	9/4/2024	9/4/2024	

COMMENTS: Find attached Electo-Hi jack & bore operations and procedures.

RECEIVED
By Ramon Navarro IV, P.E. at 7:34 pm, Sep 04, 2024

REQUESTED BY: Luis Salinas **DATE:** 9/4/2024

SUBMITTAL SIGNED BY: **DATE:**

Please provide safety contingency plan.

SUBMITTAL No. 62-016-0209

- ☐ A) FURNISH AS SUBMITTED
- ☐ B) FURNISH AS NOTED
- ☐ C) REVISE AND RESUBMIT
- ☐ D) ACCEPTED FOR PROGRESS ONLY
- ☑ E) REVIEW NOT REQUIRED

HDR

Review and approval is for compatibility with design concept and general conformance with the contract documents. Review and approval does not extend to means, methods, techniques, sequences, or procedures of construction or safety precautions or programs. Review and approval shall not relieve Contractor from responsibility for complying with the requirements of the Contract Documents.

BY: Dan Paredes DATE: 9/10/2024

PROJECT #: CSJ: 0921-02-368

PROJECT NAME: HCRMA 365 TOLL

Electro-Hi, LLC

Equipment;

American Auger 48/54/900 machine with tracks, and pusher
Compressor, generator, wind fans, air hammers, small digging equipment

Operations;

Prepare bore pit at the designed elevation,
Stair ground conditions for proper safety digging operations,
Set-up ladders to proper safety conditions,
Set tracks and machine,
Set RCP Pipe in position,
Set-up air ventilation within rcp pipe,
Set-up small digging equipment,
Dig in rcp pipe with small digging equipment ,
Dig 2-3 in front of rcp pipe,
Clear loose dirt, and push rcp pipe,
Connect and coat or install proper joint compounds or gaskets,
Clear machine after push procedure and continue to dig,
Make sure personnel have ventilations and air,
Make sure personnel take proper rests between pushes,
Alternate personnel within rcp pipe,
Continue to push and continue procedures to complete project,

Mobilization:

Equipment to be taken on 8/30/2024,
Begin pit for machine,

All this work is tentative because of weather and clearance and availability of starting Toll 365 Project.

We look forward in assisting you with these and other future projects. We have the personnel, equipment and experience to complete this projects in a timely manner.

Best Regards,

Cecilio Cavazos
Electro-Hi, LLC
956-434-1466
electrohi@sbcglobal.net

EQUIPMENT SPECIFICATIONS LIBRARY

BASIC MODEL INFORMATION

Manufacturer: American Augers

Model: 48-900S

View Manufacturers | View Models

ADDITIONAL INFO

POWER TRAIN
Engine Type: Deutz BF4M1013 turbo diesel water cooled with electric start
Rating: 106HP (79kw) @ 230 RPM continuous duty
Torque: 342 ft-lbs (463Nm) @ 1400 RPM
Fuel capacity: 15 US gallons (55 litres)
Clutch: dry, spring applied 13 inch (330mm) diameter
Transmission ratios: Spicer five speed constant mesh
1st gear: 7.17:1
2nd gear: 4.21:1
3rd gear: 2.54:1
4th gear: 1.45:1
5th gear: 1.00:1
Reverse: 7.17:1
Gearbox ratio: 54.2:1
Auger drive: 4 inch hex (101.2mm)
Working range: 12 to 48 inch (305 to 1219mm) casing diameter

TORQUE AND SPEED (max)
1st gear: 116,104 ft lb (157,437Nm), 6 RPM
2nd gear: 68,173 ft lb (92,442Nm), 10 RPM
3rd gear: 41,130 ft lb (55,773 Nm), 17 RPM
4th gear: 23,480 ft lb (31,839Nm), 29 RPM
5th gear: 16,193 ft lb (21,958Nm), 42 RPM
Reverse: 116,104 ft lb (157,437Nm), 6 RPM

HYDRAULIC SYSTEM
Pressure: 6,000 PSI (41,370 kPa)
Thrust (max): 900,000 lb (4004 kn)

Pump type: Axial piston with load sensing constant speed or pressure control
Output: 38 GPM (144 lit/min)
Aud. Hyd. Pump: Gear type, 9 GPM (34 lit/min)
Cylinders: Three 8 inch bore x 35 inch stroke (203.2 x 889 mm)
Filter suction: Screen 149, mesh
Filter return: Replacement element, 10 micron

WEIGHTS
Base ass'y split machine: 7,900 lbs (3585 kg)
Sub frame ass'y split machine: 6,200 lbs (21815 kg)
Casing pusher: 1,200 lbs (545 kg)
Master track: 1,000 lb (454 kg)
Extension track: 2,000 (910 kg)

STANDARD FEATURES
The model 48-900 comes with four base unit hook-roller holddown assemblies, low center line and wide stance to provide stability and to aid in the prevention of machine rollover. The spoil door is spring-loaded to deflect thrown debris. There is an emergency shut down switch at the operators station. Vivid graphics guide proper machine operations. Insturments include: engine tachometer, engine warning lights, hydraulic thrust pressure guage. Tack brake keeps machine from creeping while idling. Quick release hook rollers easily release from track.

This information is provided for informational purposes only. HDD Broker LLC cannot warrant the accuracy or completeness of this information. This information is subject to change by the manufacturer. Some specifications may vary by model year.

HCRMA - US 281 Cage BLVD Irrigation Line Precast JCT Boxes

Description

The following calculation sheet calculates the uplift forces at each joint of the precast junction boxes. Two different scenarios were considered, junction box 1 & 5.

The following forces are considered:
- Soil Dead Load (+)
- Concrete Weight Dead Load (+)
- Buoyancy Forces (-)

$input$	Data input
$check$	Uplift Check

DRAFT

General Site Data

$\gamma_{soil} := 112\ pcf$ Soil Unit Weight - dry soil

$\gamma_w := 62.4\ pcf$ Water Unit Weight

$\gamma_{conc} := 150\ pcf$ Structural Concrete Unit Weight

$EL_{WSE} := 93\ ft$ Water Seasonal Elevation

LPILE Parameters

Bridge	Boreholes	Borehole Elevation	Groundwater Elevation	Elevation	LPILE Soil type	Effective Unit weight	Cohesion (Su)	Friction Angle	Soil Strain Factor	Subgrade Modulus (k)
-	-	ft	ft	ft	-	pcf	psf	°	ε_{50}	pci
Jackson Road	B-6, B-7	100	85	100 to 90	Stiff Clay without Free Water	112	1500	---	0.008	525
				90 to 85	Stiff Clay without Free Water	58	3000	---	0.006	815
				[illegible]	[illegible]	46	---	29	---	55
				75 to 65	Sand	48	---	30	---	60
				65 to 55	Sand	66	---	35	---	110
				55 to 15	Sand	48	---	30	---	60
US 281	B-34, B-36	96	77	96 to 82	Stiff Clay without Free Water	112	1500	---	0.008	525
				82 to 70	Sand	43	---	28	---	45
				70 to 40	Sand	58	---	34	---	100
				40 to 15	Sand	48	---	30	---	60

72" Pipe

$ID_{72} := 72\ in$ Inside Diameter

$t_{72} := 9.5\ in$ Pipe Wall Thickness

$OD_{72} := ID_{72} + 2 \cdot t_{72} = 91\ in$ Outside Diameter

$A_{72} := \pi \cdot (0.5 \cdot OD_{72})^2 = 6503.882\ in^2$ Pipe Area - outside diameter

30" Pipe

$ID_{30} := 30\ in$ Inside Diameter

$t_{30} := 5\ in$ Pipe Wall Thickness

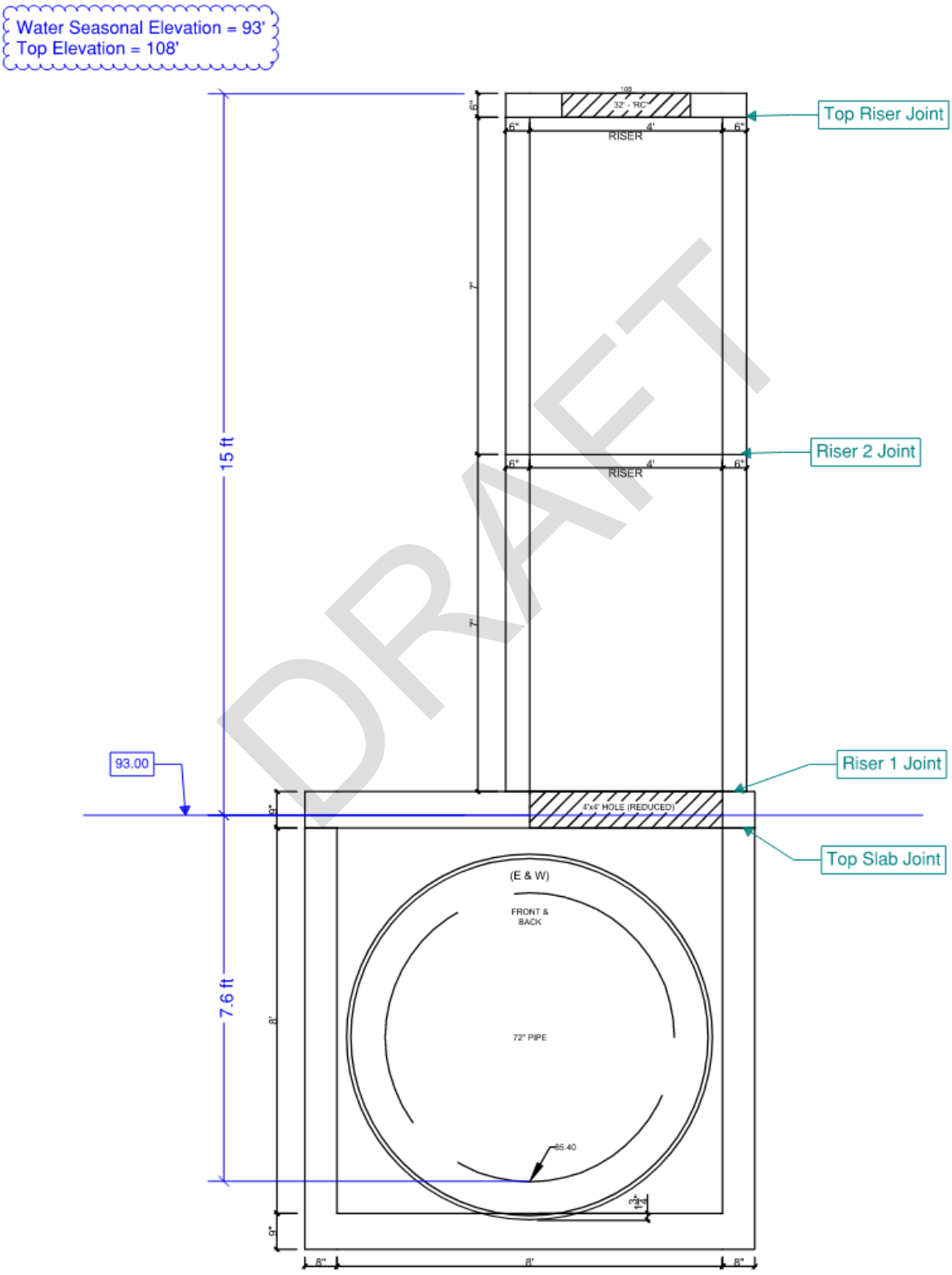
$OD_{30} := ID_{30} + 2 \cdot t_{30} = 40\ in$ Outside Diameter

$A_{30} := \pi \cdot (0.5 \cdot OD_{30})^2 = 1256.637\ in^2$ Pipe Area - outside diameter

DRAFT

Junction Box #1

Sta 1004 + 50.00
72" Pipe Running E-W



Geometry

$offset := -2.5\ in$ — Bot of Pipe to Top of Base Slab Elev

$X_B := 8\ ft$ $Y_B := 8\ ft$ $D_B := 8\ ft$ — Junction Box Dimensions

$W_B := 8\ in$ — Junction Box Wall Thickness

$D_{BS} := 9\ in$ — Base Slab Thickness

$D_{TS} := 9\ in$ — Top Slab Thickness

$X_{BS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{BS} := Y_B + 2 \cdot W_B = 112\ in$ — Base Slab Widths

$X_{TS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{TS} := Y_B + 2 \cdot W_B = 112\ in$ — Top Slab Widths

$x_{riser} := 4\ ft$ $y_{riser} := 4\ ft$ $D_{riser} := 7\ ft$ — Riser Dimensions

$t_{riser} := 6\ in$ — Riser Wall Thickness

$n_{riser} := 2$ — Number of Risers

$A_{riser} := (x_{riser} + 2\ t_{riser}) \cdot (y_{riser} + 2\ t_{riser}) = 25\ ft^2$ — Outside Riser Area

$A_{hole} := x_{riser} \cdot y_{riser} = 16\ ft^2$ — Riser Hole Area @ Box Top Slab

$t_{r.top} := 6\ in$ — Riser Cover Thickness

$d_{r.top} := 32\ in$ — Riser Cover Opening Diameter

$A_{r.top} := \pi \cdot (0.5 \cdot d_{r.top})^2$ — Riser Cover Opening Area

DRAFT

Elevations

$EL_{WSE} = 93\ ft$	Recall Water Seasonal Elevation
$EL_{riser} := 108\ ft$	Top of Riser Cover Elevation
$EL_{FG} := EL_{riser} - 6\ in$	Finished Grade Elevation - to be assumed 6 in below top of riser cover
$EL_{inv} := 85.34\ ft$	Pipe Invert Elevation
$EL_{b.BS} := EL_{inv} - t_{72} - offset - D_{BS} = 84.007\ ft$	Bottom of Base Slab Elevation
$EL_{t.BS} := EL_{b.BS} + D_{BS} = 84.757\ ft$	Top of Base Slab Elevation
$EL_{b.TS} := EL_{t.BS} + D_B = 92.757\ ft$	Bottom of Top Slab Elevation
$EL_{t.TS} := EL_{b.TS} + D_{TS} = 93.507\ ft$	Top of Top Slab Elevation
$EL_{riser1} := EL_{t.TS} + D_{riser} = 100.507\ ft$	Elevation at top of riser 1
$EL_{riser2} := EL_{t.TS} + 2\ D_{riser} = 107.507\ ft$	Elevation at top of riser 2

Concrete Volume

$V_{BS} := D_{BS} \cdot X_{BS} \cdot Y_{BS} = 65.333\ ft^3$	Volume of Base Slab
$A_{TS} := X_{TS} \cdot Y_{TS} - A_{hole}$	Area of top slab
$V_{TS} := D_{TS} \cdot (A_{TS}) = 53.333\ ft^3$	Volume of Top Slab
$V_{wall.EW} := 2\ (X_{TS} \cdot D_B - A_{72}) \cdot W_B = 39.334\ ft^3$	Volume of E & W Walls
$V_{wall.NS} := 2\ (X_{TS} \cdot D_B) \cdot W_B = 99.556\ ft^3$	Volume of N & S Walls
$V_{wall} := V_{wall.EW} + V_{wall.NS} = 138.89\ ft^3$	Total Volume of Walls
$V_{box} := V_{wall} + V_{BS} = 204.223\ ft^3$	Total Volume of Precast Box
$V_{riser} := n_{riser} \cdot (A_{riser} - A_{hole}) \cdot D_{riser} = 126\ ft^3$	Volume of Risers
$V_{cover} := (A_{riser} - A_{r.top}) \cdot t_{r.top} = 9.707\ ft^3$	Volume of Riser Cover

DRAFT

Forces

Concrete Weight

$W_{box} := \gamma_{conc} \cdot V_{box} = 30.633\ \textbf{kip}$ — Weight of precast box

$W_{TS} := \gamma_{conc} \cdot V_{TS} = 8\ \textbf{kip}$ — Weight of top slab

$W_{riser} := \gamma_{conc} \cdot V_{riser} = 18.9\ \textbf{kip}$ — Weight of risers

$W_{cover} := \gamma_{conc} \cdot V_{cover} = 1.456\ \textbf{kip}$ — Weight of riser cover

$W_{conc} := W_{box} + W_{TS} + W_{riser} + W_{cover} = 58.99\ \textbf{kip}$ — Total Concrete Weight

Soil Weight

$V_{soil} := \left(X_{TS} \cdot Y_{TS} - A_{riser}\right) \cdot \left(EL_{FG} - EL_{t.TS}\right) = 869.141\ \textbf{ft}^3$ — Volume of Soil over Box

$W_{soil} := V_{soil} \cdot \gamma_{soil} = 97.344\ \textbf{kip}$ — Weight of Soil over Box

Buoyancy Force

$offset_{TS} := EL_{WSE} - EL_{b.TS} = 2.92\ \textbf{in}$ — Depth of top slab submerged in water

$V_{sub.TS} := X_{TS} \cdot Y_{TS} \cdot offset_{TS} = 21.197\ \textbf{ft}^3$ — volume of water displaced @ bot of top slab

$V_{sub.box} := X_{BS} \cdot Y_{BS} \cdot \left(D_{BS} + D_B\right) = 762.222\ \textbf{ft}^3$ — volume of water displaced from junction box

$W_{sub.TS} := \gamma_w \cdot V_{sub.TS} = 1.323\ \textbf{kip}$ — weight of water displaced @ bot of top slab

$V_{sub} := V_{sub.TS} + V_{sub.box} = 783.419\ \textbf{ft}^3$ — total volume of water displaced

$W_{sub} := \gamma_w \cdot V_{sub} = 48.885\ \textbf{kip}$ — total weight of water displaced

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Total System Equilibrium

$F_{total1} := W_{conc} + W_{soil} - W_{sub} = 107.448\ kip$ Assuming Junction Box is not filled with water.

$\text{if}\left(F_{total1} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

$F_{total2} := W_{conc} + W_{soil} = 156.333\ kip$ Assuming Junction Box is filled with water.

$\text{if}\left(F_{total2} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Slab Joint

$F_{TS1} := \left(W_{conc} - W_{box}\right) + W_{soil} - W_{sub.TS} = 124.377\ kip$

$\text{if}\left(F_{TS1} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser 1 Joint

$F_{r1} := \left(W_{cover} + W_{riser}\right) = 20.356\ kip$

$\text{if}\left(F_{r1} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser 2 Joint

$F_{r2} := W_{cover} + \frac{W_{riser}}{n_{riser}} = 10.906\ kip$

$\text{if}\left(F_{r2} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Riser Joint

$F_{top} := W_{cover} = 1.456\ kip$

$\text{if}\left(F_{top} > 0\ ,\ \text{“No Uplift, OK”}\ ,\ \text{“Uplift, NG”}\right) = \text{“No Uplift, OK”}$

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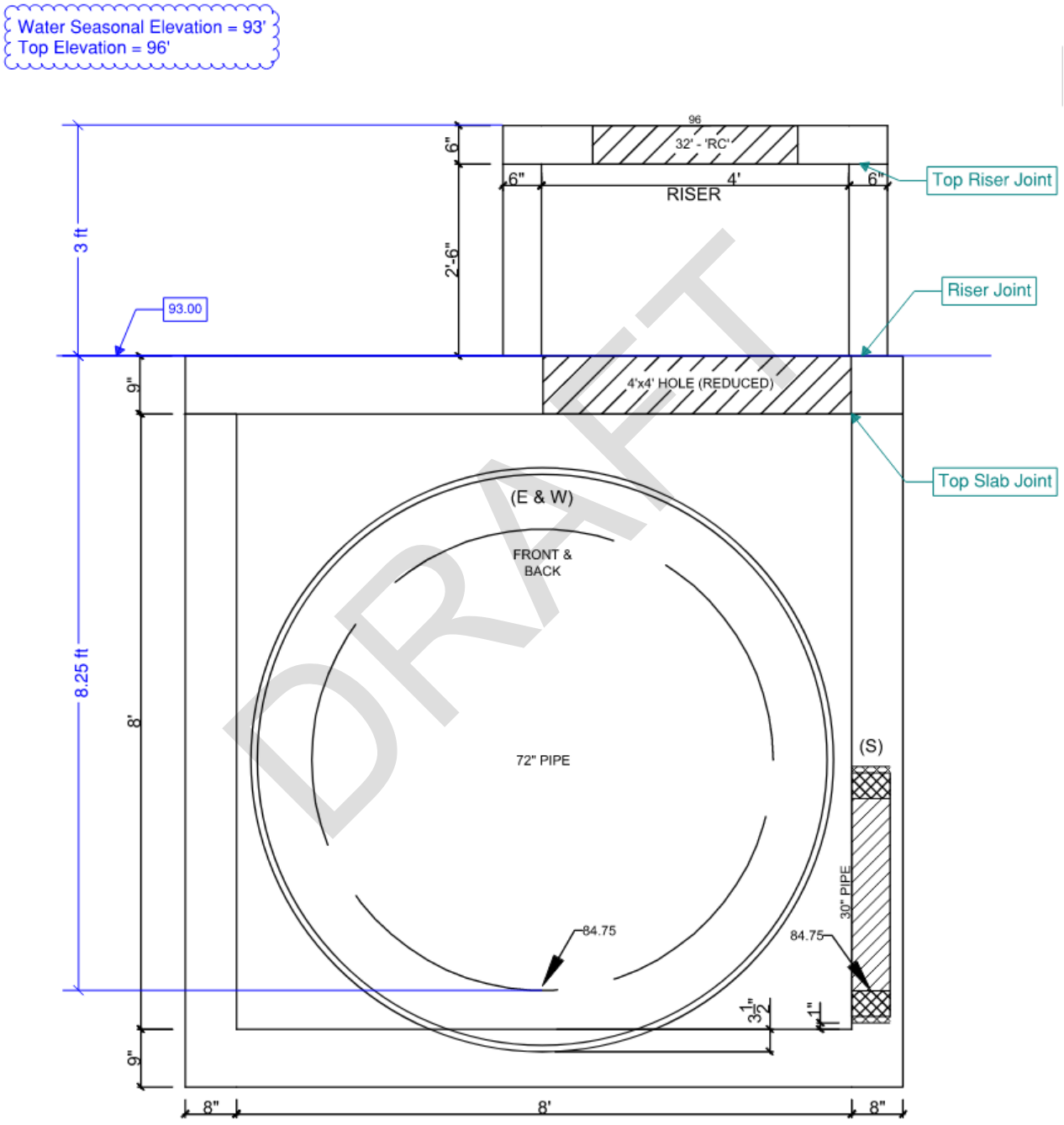
Junction Box #5

Sta 1021 + 25.00
72" Pipe Running East-West
30" Pipe @ South Face



Geometry

$offset := -3.5\ in$ Bot of Pipe to Top of Base Slab Elev

$X_B := 8\ ft$ $Y_B := 8\ ft$ $D_B := 8\ ft$ Junction Box Dimensions

$W_B := 8\ in$ Junction Box Wall Thickness

$D_{BS} := 9\ in$ Base Slab Thickness

$D_{TS} := 9\ in$ Top Slab Thickness

$X_{BS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{BS} := Y_B + 2 \cdot W_B = 112\ in$ Base Slab Widths

$X_{TS} := X_B + 2 \cdot W_B = 112\ in$ $Y_{TS} := Y_B + 2 \cdot W_B = 112\ in$ Top Slab Widths

$x_{riser} := 4\ ft$ $y_{riser} := 4\ ft$ $D_{riser} := 2.5\ ft$ Riser Dimensions

$t_{riser} := 6\ in$ Riser Wall Thickness

$n_{riser} := 1$ Number of Risers

$A_{riser} := \left(x_{riser} + 2\ t_{riser}\right) \cdot \left(y_{riser} + 2\ t_{riser}\right) = 25\ ft^2$ Riser Area

$A_{hole} := x_{riser} \cdot y_{riser} = 16\ ft^2$ Riser Hole Area @ Box Top Slab

$t_{r.top} := 6\ in$ Riser Cover Thickness

$d_{r.top} := 32\ in$ Riser Cover Opening Diameter

$A_{r.top} := \pi \cdot \left(0.5 \cdot d_{r.top}\right)^2$ Riser Cover Opening Area

DRAFT

Elevations

$EL_{WSE} = 93\ ft$ — Recall Water Seasonal Elevation

$EL_{riser} := 96\ ft$ — Top of Riser Elevation

$EL_{FG} := EL_{riser} - 6\ in$ — Finished Grade Elevation - to be assumed 6 in below top of riser cover

$EL_{inv} := 84.75\ ft$ — Pipe Invert Elevation

$EL_{b.BS} := EL_{inv} - t_{72} - offset - D_{BS} = 83.5\ ft$ — Bottom of Base Slab Elevation

$EL_{t.BS} := EL_{b.BS} + D_{BS} = 84.25\ ft$ — Top of Base Slab Elevation

$EL_{b.TS} := EL_{t.BS} + D_B = 92.25\ ft$ — Bottom of Top Slab Elevation

$EL_{t.TS} := EL_{b.TS} + D_{TS} = 93\ ft$ — Top of Top Slab Elevation

$EL_{riser1} := EL_{t.TS} + D_{riser} = 95.5\ ft$ — Elevation at top of riser 1

Concrete Volume

$V_{BS} := D_{BS} \cdot X_{BS} \cdot Y_{BS} = 65.333\ ft^3$ — Volume of Base Slab

$A_{TS} := X_{TS} \cdot Y_{TS} - A_{hole}$ — Area of top slab

$V_{TS} := D_{TS} \cdot (A_{TS}) = 53.333\ ft^3$ — Volume of Top Slab

$V_{wall.EW} := 2\ (X_{TS} \cdot D_B - A_{72}) \cdot W_B = 39.334\ ft^3$ — Volume of E & W Walls

$V_{wall.NS} := (2\ X_{TS} \cdot D_B - A_{30}) \cdot W_B = 93.738\ ft^3$ — Volume of N & S Walls

$V_{wall} := V_{wall.EW} + V_{wall.NS} = 133.072\ ft^3$ — Total Volume of Walls

$V_{box} := V_{wall} + V_{BS} = 198.406\ ft^3$ — Total Volume of Precast Box

$V_{riser} := n_{riser} \cdot (A_{riser} - A_{hole}) \cdot D_{riser} = 22.5\ ft^3$ — Volume of Risers

$V_{cover} := (A_{riser} - A_{r.top}) \cdot t_{r.top} = 9.707\ ft^3$ — Volume of Riser Cover

DRAFT

Forces

Concrete Weight

$W_{box} := \gamma_{conc} \cdot V_{box} = 29.761\ \textit{kip}$ — Weight of precast box

$W_{TS} := \gamma_{conc} \cdot V_{TS} = 8\ \textit{kip}$ — Weight of top slab

$W_{riser} := \gamma_{conc} \cdot V_{riser} = 3.375\ \textit{kip}$ — Weight of risers

$W_{cover} := \gamma_{conc} \cdot V_{cover} = 1.456\ \textit{kip}$ — Weight of riser cover

$W_{conc} := W_{box} + W_{TS} + W_{riser} + W_{cover} = 42.592\ \textit{kip}$ — Total Concrete Weight

Soil Weight

$V_{soil} := \left(X_{TS} \cdot Y_{TS} - A_{riser}\right) \cdot \left(EL_{FG} - EL_{t.TS}\right) = 155.278\ \textit{ft}^3$ — Volume of Soil over Box

$W_{soil} := V_{soil} \cdot \gamma_{soil} = 17.391\ \textit{kip}$ — Weight of Soil over Box

Buoyancy Force

$offset_{TS} := EL_{WSE} - EL_{b.TS} = 9\ \textit{in}$ — Depth of top slab submerged in water

$V_{sub.TS} := X_{TS} \cdot Y_{TS} \cdot offset_{TS} = 65.333\ \textit{ft}^3$ — volume of water displaced @ bot of top slab

$V_{sub.box} := X_{BS} \cdot Y_{BS} \cdot \left(D_{BS} + D_B\right) = 762.222\ \textit{ft}^3$ — volume of water displaced from junction box

$W_{sub.TS} := \gamma_w \cdot V_{sub.TS} = 4.077\ \textit{kip}$ — weight of water displaced @ bot of top slab

$V_{sub} := V_{sub.TS} + V_{sub.box} = 827.556\ \textit{ft}^3$ — total volume of water displaced

$W_{sub} := \gamma_w \cdot V_{sub} = 51.639\ \textit{kip}$ — total weight of water displaced

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Total System Equilibrium

$F_{total1} := W_{conc} + W_{soil} - W_{sub} = 8.344\ kip$ Assuming Junction Box is not filled with water.

$\text{if}\left(F_{total1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

$F_{total2} := W_{conc} + W_{soil} = 59.983\ kip$ Assuming Junction Box is filled with water.

$\text{if}\left(F_{total2} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Slab Joint

$F_{TS1} := \left(W_{conc} - W_{box}\right) + W_{soil} - W_{sub.TS} = 26.145\ kip$

$\text{if}\left(F_{TS1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Riser Joint

$F_{r1} := W_{cover} + W_{riser} = 4.831\ kip$

$\text{if}\left(F_{r1} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

Force at Top Riser Joint

$F_{top} := W_{cover} = 1.456\ kip$

$\text{if}\left(F_{top} > 0\text{, “No Uplift, OK”, “Uplift, NG”}\right) = \text{“No Uplift, OK”}$

DRAFT

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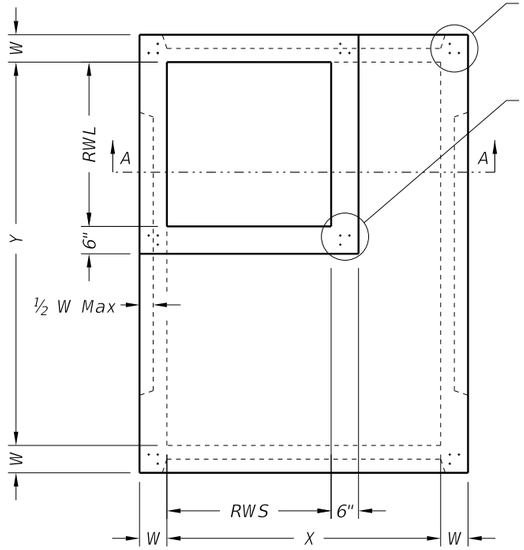
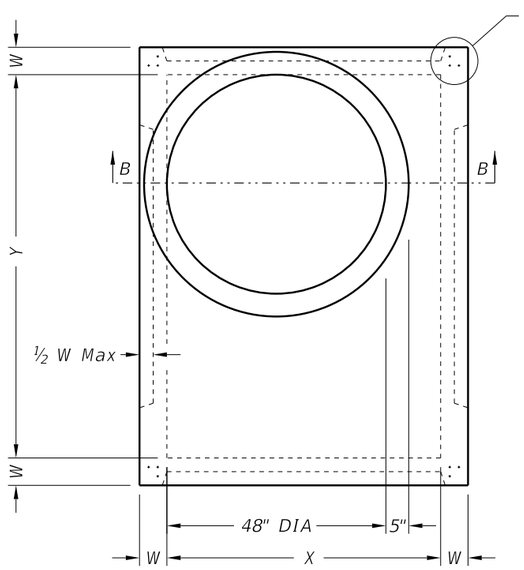


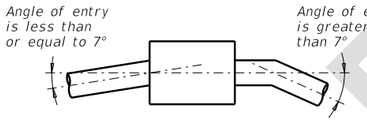
PLAN VIEW "A"

SQUARE REDUCED RISER OPTION



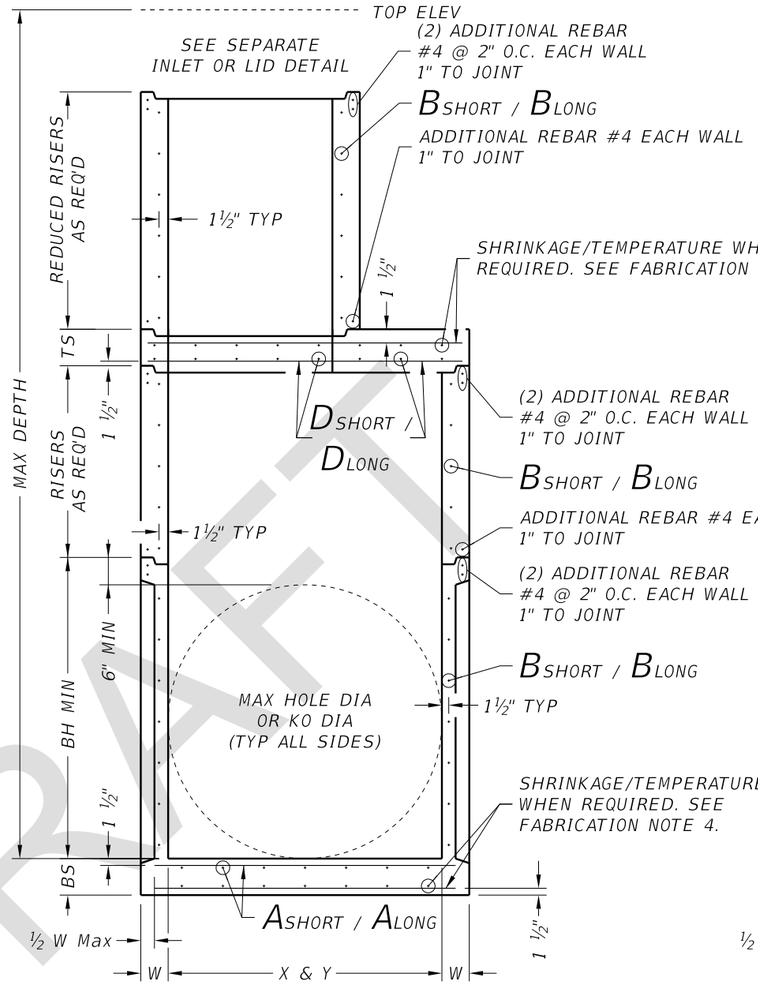
PLAN VIEW "B"

ROUND REDUCED RISER OPTION



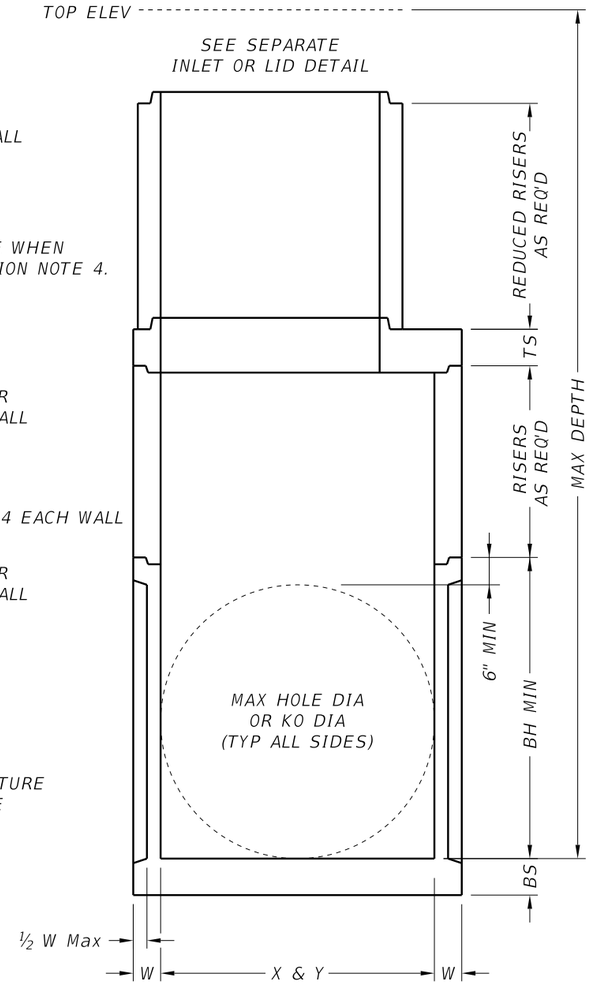
PIPE CONNECTION DETAIL

Connect pipes within 7° of normal to PB wall.
If necessary, use pipe elbow or curved
approach alignment to stay within this limit.



SECTION A-A

SQUARE REDUCED RISER OPTION



SECTION B-B

ROUND REDUCED RISER OPTION

FABRICATION NOTES:

1. Provide Class "H" concrete in accordance with Item 421 and having a minimum compressive strength of 5,000 psi.
2. Provide Grade 60 reinforcing steel or equivalent area of WWR.
3. Provide typical clear cover of 1 ½" to reinforcing steel at interior or exterior walls.
4. Walls or slabs with a thickness of 8" or greater require shrinkage and temperature reinforcing steel. Provide steel area = 0.11 in^2/ft each way.
5. No substitution is allowed for vertical and horizontal #4 bars in corners.
6. Manufacture base and risers to nearest 3" increment.
7. Design tongue and groove joints for full closure on both shoulders. Minimum spigot depth is ¾".
8. Provide lifting devices in conformance with Manufacturer's recommendations.
9. See sheet PDD for sizes, dimensions, and reinforcing steel not shown.

INSTALLATION NOTES:

1. If required elsewhere. Inverts (benching) to be provided by Contractor. Concrete or mortar used for invert is subsidiary to specified inlet or manhole.
2. Seal tongue and groove joints with preformed or bulk mastic in conformance with Manufacturer's recommendations. Tongue and groove joints may be grouted no more than 1" between each section, or ½ the joint depth, whichever is greater.
3. Do not grout rubber gasket joints without Manufacturer's recommendation.
4. For rigid pipe, cut hole in thin wall panel (KO) 4" Max, 2" Min larger than pipe OD.
5. For flexible pipe, consult boot/seal Manufacturer's specification for placement tolerance and hole size. Center pipe in hole and install boot/seal per Manufacturer's specification.

GENERAL NOTES:

1. Precast Base consists of base slab, base unit, risers (as required), reducing slab (as required), and reduced risers (as required). See sheet PDD for sizes.
2. Designed according to ASTM C913.
3. Payment for precast base is subsidiary to the specified inlet, per Item 465, "Junction Boxes, Manholes, and Inlets."

Cover dimensions are clear dimensions, unless noted otherwise.

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

PRECAST BASE

PB

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