# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: MONDAY, OCTOBER 6, 2025

TIME: 11:30 AM

PLACE: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

LARGE CONFERENCE ROOM 203 W. NEWCOMBE AVE. PHARR, TEXAS 78577

PRESIDING: ROBERT L. LOZANO, CHAIRMAN

An electronic copy of the agenda packet can be obtained at www.hcrma.net

**PLEDGE OF ALLEGIANCE** 

**INVOCATION** 

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

**PUBLIC COMMENT** 

#### 1. REGULAR AGENDA

- A. Resolution 2025-58 –Consideration and Approval of an Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway Project.
- B. Resolution 2025-59 Consideration and approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project.
- C. Resolution 2025-60 Consideration and approval of Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work Authorization Number 8.
- 2. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)
  - A. Consultation with Attorney on legal issues pertaining to the Interlocal Agreement with Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway (Section 551.071 T.G.C.).

#### ADJOURNMENT OF REGULAR MEETING

### CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (<a href="www.hcrma.net">www.hcrma.net</a>) and the bulletin board in the Hidalgo County Regional Mobility Authority office (203 W. Newcombe Ave, Pharr, Texas 78577), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the <a href="1st">1st</a> day of <a href="October 2025">October 2025</a> at <a href="5:50">5:00</a> pm and will remain so posted continuously for at least three (3) business days preceding the scheduled day of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz Program Coordinator

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

## **PUBLIC COMMENT POLICY**

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

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

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

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

# Item 1A

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# AGENDA RECOMMENDATION FORM

PLANI FINAN	D OF DIRECTORS X NING COMMITTEE ICE COMMITTEE NICAL COMMITTEE	AGENDA ITEM DATE SUBMITTED MEETING DATE	1A 10/01/25 10/06/25
1.	Agenda Item: RESOLUTION 2025-58 - INTERLOCAL AGREEMENT BETWEEN TH AUTHORITY AND THE CAMERON COUPEROVIDE TOLLING SERVICES FOR THE 365	<u>IE HIDALGO COUNTY REGIONA NTY REGIONAL MOBILITY AU</u>	AL MOBILITY
2.	Nature of Request: (Brief Overview) Attachmed Consideration and Approval of an ILA between for the 365 Tollway project.	<u> </u>	ling services
3.	Policy Implication: <u>Board Policy, Local Govern</u> <u>Transportation Code, TxDOT Policy</u>	ment Code, Texas Government Cod	le, Texas
4.	Budgeted:YesNo _X_N/A		
5.	Staff Recommendation: Motion to approve Real Approval of and Interlocal Agreement betwee Authority and the Cameron County Regional for the 365 Tollway project, as presented.	en the Hidalgo County Regional	Mobility
6.	Program Manager's Recommendation:App	rovedDisapprovedX_No	ne
7.	Planning Committee's Recommendation:	_ApprovedDisapprovedX	_None
8.	Board Attorney's Recommendation:Approv	redDisapprovedX_None	
9.	Chief Auditor's Recommendation:Approv	redDisapprovedX_None	
10.	Chief Financial Officer's Recommendation:	_ApprovedDisapproved	<u>≺</u> None
11.	Chief Development Engineer's Recommendation	on:ApprovedDisapproved	_X_None
12.	Chief Construction Engineer's Recommendation	n:ApprovedDisapproved	X_None
13.	Executive Director's Recommendation: X Ap	provedDisapprovedNo	ne



# Memorandum

**To:** Robert L. Lozano, Chairman

**From:** Pilar Rodriguez, PE, Executive Director

**Date:** October 1, 2025

**Re:** Resolution 2025-58 – Consideration and Approval of and Interlocal Agreement

between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365

Tollway project

# Background

Cameron County Regional Mobility Authority (CCRMA) went live with its own FUEGO toll tag on October 21, 2021, and operates its own back office. CCRMA also has established partnerships with Cameron County and Harris County for its FUEGO tag. On September 25, 2025, the CCRMA board of directors approved a resolution to provide tolling services for the 365 Tollway project.

### Goal

The CCRMA will partner with the HCRMA and provide back-office services so that the HCRMA can utilize CCRMA's FUEGO tag on the 365 Tollway.

#### **Options**

The Board of Directors may opt to not approve the Interlocal Agreement.

# **Recommendation**

Based on review by this office, approval of Resolution 2025-58 – Consideration and Approval of and Interlocal Agreement between the Hidalgo County Regional Mobility Authority and the Cameron County Regional Mobility Authority to provide tolling services for the 365 Tollway project is recommended.

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

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY RESOLUTION NO. 2025 – 58

# CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLLING SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 6<sup>th</sup> day of October 2025 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, 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; and

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

WHEREAS, the Authority requires back-office services to process electronic tolls collections for the 365 Tollway; and

WHEREAS, the Cameron County Regional Mobility Authority (CCRMA) agrees to cooperate with the Hidalgo County Regional Mobility Authority (HCRMA) and provide the back-office services to process electronic tolls collections for the 365 Tollway; and

WHEREAS, the Authority has determined it is advantageous and cost effective to enter into an interlocal cooperative agreement with the CCRMA to provide electronic toll processing and collection 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 of Directors approves the Interlocal Cooperative Agreement between the HCRMA and CCRMA, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Interlocal Cooperative Agreement upon review and final approval of HCRMA Legal staff.

\*\*\*\*

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 6 <sup>th</sup> day of October 2025, at which
meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

# EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY TO PROVIDE TOLL PROCESSING AND COLLECTION SERVICES FOR THE 365 TOLLWAY PROJECT

# INTERLOCAL AGREEMENT **FOR TOLLING SERVICES**

\_\_\_\_\_, 2025

by and between **Hidalgo County Regional Mobility Authority** and **Cameron County Regional Mobility Authority** 

## TOLLING SERVICES AGREEMENT

This TOLLING SERVICES AGREEMENT ("Agreement"), by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas ("HCRMA") and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas ("CCRMA"), is executed to be effective on the Effective Date.

## **RECITALS:**

- A. HCRMA and CCRMA (each a "Party," and together the "Parties") are entering into this Agreement pursuant to which CCRMA will provide Tolling Services as defined later in this Agreement for the 365 Tollway ("Project") in Hidalgo County, Texas, which is anticipated to be opened to the traveling public in early 2026.
- B. HCRMA is a regional mobility authority in Hidalgo County that operates under Chapter 370, Texas Transportation Code.
- C. Pursuant to Section 370.033, Texas Transportation Code, HCRMA is authorized to construct, acquire, improve, operate, and maintain transportation projects, including toll projects, within and outside Hidalgo County.
- D. CCRMA is a regional mobility authority in Cameron County that operates under Chapter 370, Texas Transportation Code.
- E. Pursuant to Section 370.033, Texas Transportation Code, CCRMA is authorized to operate and maintain transportation projects, including toll projects, within and outside of Cameron County.
- F. Pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and Section 370.033, Texas Transportation Code, HCRMA and CCRMA are each authorized to contract with other governmental entities and political subdivisions.
- H. Pursuant to a Resolution adopted by the Board of Directors of the HCRMA dated \_\_\_\_\_\_, 2025, the HCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of HCRMA.
- I. Pursuant to the adoption of an interlocal agreement for Tolling Services between Harris County Toll Road Authority ("Harris County" or "HCTRA") and CCRMA dated July 18, 2023 (attached hereto as Exhibit B), HCTRA will provide the "Fuego Back Office System" ("Fuego

BOS") for use by CCRMA and its Customer Service Center ("CSC") to include the processing of HCRMA toll transactions.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, HCRMA and CCRMA agree as follows:

# **AGREEMENT:**

# I. Definitions.

a. Unless otherwise defined herein, capitalized terms and abbreviations used in this Agreement have the definitions set forth in <a href="Exhibit A">Exhibit A</a>.

# II. <u>Engagement Term and Termination.</u>

- a. HCRMA hereby engages CCRMA to provide Tolling Services for the Project in accordance with the provisions hereof.
- b. The term ("Term") of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least one hundred eighty (180) days before the end of the Term.
- c. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than one hundred eighty (180) days prior to the stated termination date.
- d. This Agreement may also be terminated at any time upon the written agreement of the Parties, or upon initiation by HCRMA as provided for in Section XIV of this Agreement.

# III. CCRMA Responsibilities.

- a. <u>Tolling Services</u>. Beginning on the Service Commencement Date, CCRMA will provide Tolling Services and other necessary customer service center functions required for effective toll revenue collection for the Project including:
  - i. <u>Coordination</u>. Coordination, design, development, and other activities to enable the HCRMA, CCRMA, and HCTRA tolling systems to interface with each other in order for CCRMA to provide the tolling services.
  - ii. <u>Account Management</u>. Providing customer services to HCRMA 365 toll road users and account holders, including accepting payments, account management, Adjustments, transponder distribution, and other customer

- service center functions such as processing mail and handling customer queries.
- iii. Toll Debt Collection Services. As legally permissible by law, Toll Debt Collection Services, defined as collection and processing of tolls, fees, fines, and costs associated with Toll Violations that occur on the Project, will be processed through CCRMA's Debt Collections Vendor. CCRMA shall provide billing statements to customers reflecting itemized toll charges and application of payments. These services will be the CCRMA's responsibility in accordance with the agreed upon business rules between CCRMA and HCRMA. CCRMA will ensure that its Debt Collections Vendor works with HCTRA for electronic file exchanges or updates to customer accounts as defined in Exhibit B.
- iv. <u>Transponder Fulfillment</u>. Transponder fulfillment, issuance, and replacement for any customer accounts opened via the CSC walk-in center.
- v. <u>Customer Service Accounts</u>. Customer management services, and other services deemed necessary for the benefit of this relationship and the Project. CCRMA shall work with HCTRA to maintain and manage these accounts as necessary utilizing the HCTRA managed Fuego BOS as per <u>Exhibit B</u>. CCRMA will provide the CSC walk-in center, Customer Service Representatives ("CSRs"), and necessary staff, who shall perform account management, including handling of customer inquiries and complaints, and customer account maintenance services for HCRMA in accordance with the terms contained within <u>Exhibit B</u>.
- vi. <u>Payments</u>. CCRMA will support the payments, disputes, Adjustments, and resolution of all Toll Invoices and Toll Violations within the contact center in addition to all account management services.
- vii. <u>Reporting</u>. Providing access to reporting features agreed upon by both Parties in the Process and Design Documents for the life of this Agreement and four years after Termination, as otherwise agreed upon by the Parties.
- viii. Quality Assurance. Implementation of appropriate reporting, reconciliation, accounting, Audit and quality assurance processes in accordance with standard industry practices, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all HCTRA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure

- record of system access and breaches of security, consistent with standard industry practices.
- ix. <u>Backup and Recovery</u>. Implementation of data backup and disaster recovery in accordance with standard industry practices and retention of Project-related data pursuant to the Process and Design Documents.
- b. CCRMA shall (i) meet the SLAs agreed upon by the Parties, (ii) maintain efficiencies within the CSC, and (iii) perform adequate training for all CSC Staff.
- c. If the parties mutually agree that CCRMA is unable to perform Tolling Services, in part or whole (e.g. customer service functions), or CCRMA is unable to meet the agreed upon performance metrics for any reason, then CCRMA will assist the HCRMA in transitioning Tolling Services to HCTRA.
- d. CCRMA will supply Tolling Services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Cameron County's standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level and quality of service Cameron County provides customers on its own toll facilities as defined in Exhibit A.
- e. CCRMA shall remit all revenues (tolls, fees, fines, administrative fees, and any other revenues) collected as payment to HCRMA Project transactions to HCRMA within ten (10) days of receipt from HCTRA. Revenue may be reduced by the amount owed by HCRMA to CCRMA for Tolling Services as described in Section VI, including Debt Collection Service costs, and other costs agreed upon by HCRMA. Exhibit C illustrates this process.
- f. CCRMA shall apply partial payments on invoices and debts in accordance with the Design and Process Documents and, not to prioritize CCRMA transactions over those of HCRMA.
- g. CCRMA will not be responsible for:
  - i. Providing roadway equipment maintenance, road maintenance, road repair, or roadway customer assistance services for the Project.
  - ii. Providing law enforcement services for Toll Violation enforcement or administrative hearings, with the exception of providing evidence to support any law enforcement efforts required for the Project.

# IV. HCRMA Responsibilities.

- a. HCRMA will be responsible for installation, replacement, and maintenance of all necessary roadway tolling equipment (including electrical power, tag readers, network, and fiber) for the Project and the Parties will verify that such equipment is compatible and interoperable by following the Process and Design Documents and testing in accordance with standard industry practices. This will include:
  - Automatic Vehicle Identification (AVI) subsystem;
  - ii. Automatic Vehicle Classification (AVC) subsystem;
  - iii. Violation Enforcement System (VES); and
  - iv. Lane Controllers and miscellaneous lane-based equipment and Communication and support equipment.
- b. Pursuant to the interlocal agreement by and between HCRMA and HCTRA, HCRMA will send HCTRA fully formed transactions which are ready for posting to customer accounts with proper toll rates. HCRMA will set the toll rates and toll classifications on the Project. HCRMA will provide the initial toll schedule to HCTRA and CCRMA prior to opening the Project or any segment of the Project and will promptly notify HCTRA and CCRMA in writing of any changes in the toll schedule for informational purposes.
- c. HCRMA will provide or arrange to provide law enforcement services for Toll Violation and traffic enforcement for the Project on the roadway.
- d. HCRMA will build interfaces from the Roadside Electronic Toll Collection equipment to and roadside host to interface with the Fuego BOS following the Process and Design Documents and verified through testing in accordance with standard industry practices.
- e. HCRMA will provide all maintenance services for mowing and landscaping, signage and striping, and routine repairs such as painting and sweeping for locations directly within the Project.
- f. HCRMA will provide onsite maintenance services for Dynamic Message signs (if any), and fiber optic and/or telecom service communication links for those necessary and directly related to the Project.
- g. HCRMA will process all transactions related to Non-Revenue Transactions.
- h. HCRMA will develop Process and Design Documents in conjunction with CCRMA at the parties' mutual expense (50/50) (to be reviewed and accepted by HCTRA) to support the design, implementation, and operations and maintenance of the CSC, Project, and Fuego BOS, which may include:

- i. Standard Operating Procedures ("SOPs"),
- ii. Business Rules,
- iii. Key Performance Indicators ("KPIs") / Service Level Agreement Indicators ("SLAs"), and
- iv. Reports.
- i. HCRMA will provide CCRMA at least sixty (60) days' advance notice of the Service Commencement Date of each new segment of the Project as it is completed and ready to be tolled.

# V. Cooperative Efforts.

- a. The Parties will follow (i) the Process and Design Documents to be developed with CCRMA and (ii) the HCTRA provided business rules, ICD, and process documents.
- b. The Parties will make appropriate representatives available to help each other resolve issues arising in connection with their performance under this Agreement.
- c. The Parties will provide each other with information for purposes of training each Party's personnel to respond to customer inquiries concerning operation of the Project.
- d. HCRMA will provide CCRMA advance notice of any roadside system changes which may affect the collection of tolls and/or CSC operations across the Project.
- e. The Parties will cooperate with each other to conduct and complete, prior to the Service Commencement Date, all work necessary for connection of the Electronic Toll Collection System with CCRMA's CSC.
- f. The Parties will inform each other of any marketing activities, publicity specifically targeting the Project, and/or use of Fuego tags, and will cooperate to maximize Fuego transponder penetration in Hidalgo County.
- g. The Parties will notify each other of Toll Violation enforcement efforts, outreach, and initiatives that may impact operations and collaborate on timing to mitigate operational impacts.
- h. The Parties will seek cost effective ways to continuously improve tolling services. HCRMA and CCRMA acknowledge and agree that, particularly in view of the length of the Term, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration

and implementation of changes in the equipment, technology or practices utilized in connection with the Project and/or changes to this Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Agreement. The Parties agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner. Additional financial or other obligations required by the Parties shall be at the discretion of each Party's respective governing body. If the Parties disagree on commercially reasonable changes in equipment, technology, or practices to be utilized for the Project, either Party may terminate this Agreement with one-hundred twenty (120) days notice to the other Party.

# VI. Compensation for Services.

- a. The following describes the compensation exchanged between HCRMA, CCRMA, and HCTRA.
  - i. In accordance with the interlocal agreement between HCTRA and CCRMA, CCRMA will pay a flat fee per month based on the amount of revenue HCTRA collects through the Fuego BOS. If the toll revenue collected per month by HCTRA through the Fuego BOS does not exceed the "Cap" as defined as \$7,000,000 per month, the "Flat Fee" of \$30,000 per month will be paid by CCRMA. HCRMA will not incur any costs or share in that expense.
  - ii. If the toll revenue collected by HCTRA per month through the Fuego BOS exceeds \$7,000,000, HCRMA will reimburse CCRMA for the additional fee in excess of the Flat Fee per month based on HCRMA's attributable proportion of toll revenue above the Cap. The attributable proportion will be based on the prorated share of revenue across all facilities and revenue collected through the Fuego BOS.
  - iii. HCRMA will pay the Interoperable ("IOP") Transaction Processing Fee for Away Transactions on the HCRMA toll system, currently at five cents (\$0.05) per Interoperable Transaction plus three percent (3%) of the toll amount, for processing IOP via the Central United States Interoperability ("CUSIOP") Hub. HCRMA agrees that any changes to this IOP Transaction Processing Fee will apply in future periods. IOP Fees incurred will be deducted directly from the toll revenue and remitted by HCTRA to CCRMA and HCRMA.

- iv. HCRMA will pay for Debt Collection Service costs charged by CCRMA's Debt Collection Vendor as a pass-through cost. CCRMA will not charge additional fees or withhold additional amounts of debt collected.
- b. HCRMA will not incur any onboarding or capital costs to interface with the Fuego BOS.
- c. HCRMA may request CCRMA to provide Additional Services not addressed within the scope of this agreement. If CCRMA provides Additional Services, HCRMA shall negotiate and reimburse CCRMA for such Additional Services and such mutual agreement shall be reflected in a written amendment to this Agreement executed by HCRMA and CCRMA.
- d. If CCRMA chooses to scale the CSC's CSR Staff in accordance with Exhibit D to better serve its partners and requests compensation for changes from HCRMA, HCRMA shall negotiate terms and adjust compensation for CSR and CSR Lead cost to CCRMA in proportion with HCRMA's overall share of transactions. Any changes to operation costs attributed to CSC CSR Staff must be based on a demonstrated need resulting from CSC performance metrics and are subject to HCRMA Board Approval. If HCRMA elects not to participate in a CCRMA CSC Staff adjustment, either Party may terminate this Agreement with one hundred twenty (120) days' notice to the other Party.
- e. CCRMA will not charge HCRMA for Tolling Services during testing periods or when tolling on the Project has been suspended for any reason.
- f. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services.

# VII. Confidential Information.

Each Party will maintain Customer Confidential Information in its possession as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, CCRMA is required to maintain compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS") for cardholder information within its systems. CCRMA will not provide HCRMA with Customer Confidential Information in any reports; however, CCRMA will provide HCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by HCRMA.

# VIII. Records and Audit Rights.

CCRMA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to CCRMA's performance of this Agreement,

including electronic data of, or relating thereto and data and other information relevant to the fees that CCRMA charges to HCRMA and Users. CCRMA will make these books and records available during normal business hours for audit and inspection by HCRMA and and/or HCRMA's designees, at the location where such books and records are customarily maintained. CCRMA will provide to HCRMA and its designee copies of such records upon request and at HCRMA's expense. CCRMA will retain the books and records described in this Section VIII for a minimum of five years or based on Generally Accepted Accounting Principles ("GAAP") rules, after the date the record or document is generated. Any records relating to claims and disputes between the Parties, or any known third-party claim against CCRMA or HCRMA, will be retained until such claims or disputes are finally resolved.

# IX. Prior Written Agreements.

This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

# X. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

# XI. Governmental Immunity.

To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to § 791.025, Texas Government Code. 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.

# XII. Relationship of the Parties.

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights, or defenses it may have under applicable law.

# XIII. Remedies.

If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of thirty (30) days after written performance notice is given by the other Party specifying said failure,

the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in <u>Section XIV</u> before exercising the remedies in this section.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform.

# XIV. <u>Dispute Resolution Procedures.</u>

Any disputes between the Parties concerning this Agreement that cannot be resolved at the project management level will be referred to CCRMA's Executive Director or his/her designee and HCRMA's Executive Director or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this <u>Section XIV</u>. The Parties agree to participate in non-binding mediation as a dispute resolution procedure if a resolution cannot otherwise be reached. During the dispute resolution process, if HCRMA determines, in its sole discretion, that business continuity requires the use of another customer service provider, HCRMA may begin using a third-party for one or more Tolling Services.

# XV. <u>Transition Upon Termination.</u>

Upon, or in preparation of, the termination of this Agreement, CCRMA will assist HCRMA and cooperate in providing a smooth transition of Tolling Services and transfer data from CCRMA to HCRMA (or its assignee). CCRMA and HCRMA will cooperate in development of a Transition Plan, which will include (i) transition of Tolling Services and customer service operations; and (ii) transfer of data identified in the Transition Plan from CCRMA to HCRMA or its assignee. CCRMA will continue to provide Tolling Services as provided in this Agreement until the date designated in the Transition Plan.

# XVI. Successors and Assignees.

- a. Except as expressly provided herein, neither HCRMA nor CCRMA may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
- b. This Agreement will be binding and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.

# XVII. No Third-Party Beneficiaries.

Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.

# XVIII. Severability.

If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

# XIX. Written Amendments.

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through a written amendment and executed by the Parties.

# XX. Notices.

All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, and addressed to such Party at the following respective addresses:

#### If to CCRMA:

Pete Sepulveda, Jr.
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attention: Executive Director

# With a copy to:

Eric Davila, PE, PMP, CCM Cameron County Regional Mobility Authority 3461 Carmen Ave. Rancho Viejo, Texas 78575 Attention: Chief Development Engineer

# With additional copy to:

David F. Irwin Rentfro, Irwin & Irwin, PLLC 1650 Paredes Line Road, Suite 102 Brownsville, Texas 78521

### If to HCRMA:

Pilar Rodriguez, PE Hidalgo County Regional Mobility Authority 203 W Newcombe Avenue PO Box 1766 Pharr, Texas 78577 Attention: Executive Director

With copy to:

Ramon Navarro, IV, PE, CFM Hidalgo County Regional Mobility Authority 203 W Newcombe Avenue Pharr, Texas 78577

Attention: Chief Construction Engineer

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three (3) days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

# XXI. <u>Limitations.</u>

All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of HCRMA or CCRMA will have any personal obligations or liability hereunder.

# XXII. Exhibits.

Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.

### XXIII. Authorization.

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

### XXIV. Interpretation.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"

# XXV. Waiver.

No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

# XXVI. Captions.

The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

# XXVII. Governing Law.

The laws of the State of Texas shall govern this Agreement.

# XXVIII. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates shown below, effective on the Effective Date.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: Frank Parker, Jr., Chairman
Date: September 25, 2025
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
By:
Date:

# EXHIBIT A

#### **DEFINITIONS**

As used in the foregoing agreement, the following terms have the respective meanings indicated:

"Adjustments" means the following adjustments, made in accordance with HCTRA's standard business practices: (i) adjustments for duplicate toll payments and Non-Complying Transactions, (ii) adjustments for payment of IOP Fees, (iii) adjustments for settling or otherwise resolving User disputes respecting Transactions from the Project, (iv) adjustments for waivers, (v) adjustments for refunds to accounts or Video Transaction Users due to inaccurate toll charges on the applicable Project, (vi) adjustments for tolls previously credited to HCRMA that are paid with bad checks or via a charged back credit or debit card transaction, (vii) adjustments for inaccurate Transactions transmitted from HCRMA to HCTRA, (viii) adjustments to tolls and Administrative Fees, as applicable, whenever a Transaction is reclassified, (ix) credits to HCRMA for prior overcharges to HCRMA for the same Transaction, (x) credits to HCRMA for duplicate Transaction Fees charged to HCRMA for the same Transaction, (xi) adjustments for Non-Revenue Transactions; and (xi) any other adjustments that HCRMA and HCTRA may mutually approve in writing.

"Additional Services" means services other than Tolling Services, i.e., services that are outside the scope of the Tolling Services provided by CCRMA under this Agreement, requested by HCRMA under Section VI(c) of this Agreement.

"Administrative Fees" means any fees, fines, awards, court costs, administrative costs collected from Users associated with collection of tolls in the Toll Violation Invoice process.

"Audit" may include either a System and Organization Controls Audit (SOC) or a Payment Card Industry (PCI) Data Security Standard Audit. There are two (2) types of commonly performed SOC Audits – SOC 2 Type I audits or SOC 2 Type II audits, which help to determine an organization's security risks or concerns and the necessary path to mitigation. PCI Audits help to ensure that an organization accepting credit cards are maintaining the latest security standards.

"Away Transactions" means any transactions routed to the CUSIOP Hub.

"CCRMA" means the Cameron County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

<u>"CSC"</u> means Customer Service Center, where staff will help to manage customer inquiries, disputes, and resolutions for the Project. For the purposes of this Project, the CSC will be managed by CCRMA.

<u>"Customer Confidential Information"</u> means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, and driver's license information.

<u>"CUSIOP Hub"</u> means the Central United States Interoperable Hub, which processes Transponder Transactions not processed by HCTRA.

<u>"Debt Collections Vendor"</u> means the entity procured by and providing Debt Collection Services to CCRMA.

<u>"Debt Collection Service"</u> or "Toll Debt Collection Service" means the work necessary to collect outstanding debts due to the non-payment of 1) tolls, 2) Administrative Fees, and 3) other debts owed to CCRMA and HCRMA.

"Design and Process Documents" means final system design documents for the BOS (including the System Detailed Design Document, Standard Operating Procedures, Business Rules, Key Performance Indicators, Service Level Agreement Indicators, and reports as accepted by the HCRMA and amendments thereto would require acceptance by the HCRMA. The Design and Process Documents shall conform with applicable CCRMA rules and procedures.

"DSS or Data Security Standards" is the term used for the standards set by the PCI for securing cardholder data.

<u>"Effective Date"</u> means the date this Agreement is approved by the HCRMA or the CCRMA, whichever is the last to occur.

<u>"ETCS"</u> means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

<u>"Fuego Back Office System"</u> (or "Fuego BOS") means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a CSC, a Violation Enforcement Center, IOP participant, and a Host. Through HCTRA's interlocal agreement with CCRMA (attached as <u>Exhibit B</u>) this instance of the BOS is branded the "Fuego BOS".

"GAAP" means the Generally Accepted Accounting Principles; GAAP Rules are a set of accounting rules, standards, and procedures frequently issued by the Financial Accounting Standards Board ("FASB") and used by all accredited accounting firms within the Unted States.

<u>"HCRMA"</u> means the Hidalgo County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

"HCTRA" means the Harris County Toll Road Authority, a department of Harris County and county toll road authority.

"Interface Control Document" (ICD) means the document setting forth interface standards for HCTRA's back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA's back office and the ETCS, as such document may be revised or updated by HCTRA or HCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

"IOP Fees" means the costs incurred by the HCRMA for processing transactions that are routed to the CUSIOP Hub.

<u>"KPIs"</u> means Contract Key Performance Indicators, a series of metrics used to determine performance and efficiency in achieving agreed upon goals.

- "Non-Complying Transaction" means a toll transaction that is submitted to HCTRA's back office, but that HCTRA returns to HCRMA rather than processes for payment because HCRMA does not submit all of the information required by the Business Rules or ICD.
- "Non-Revenue Transaction" means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under § 372.053, Texas Transportation Code.
- <u>"Parties"</u> means the Hidalgo County Regional Mobility Authority ("HCRMA") and Cameron County Regional Mobility Authority ("CCRMA").
- <u>"PCI" or "Payment Card Industry"</u> means the term set forth by businesses and organizations that deal with cardholder data.
- "Project" has the meaning set forth in the Recitals.
- <u>"Process and Design Documents"</u> means the series of documents developed to help guide design, testing, and implementation of the Project and Tolling Services, which may include, Standard Operating Procedures (SOPs), on topics such as financial, customer/violation dispute, or business rules, requirements, Key Performance Indicators (KPIs) / Service Level Agreements (SLA), and reports.
- "Readable Video Image" means an image produced by HCRMA's ETCS and transmitted to Fuego BOS in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.
- <u>"Roadside Toll Collection System" or "ETCS"</u> means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.
- "Service Commencement Date" means the date determined in the advanced written notice(s) HCRMA will provide to CCRMA at least thirty (30) days prior to each new segment of the Project being completed, ready for normal and continuous operations and use by the traveling public, and ready to be tolled.
- <u>"Tolling Services"</u> means all services, materials, equipment, and work products provided by CCRMA for the Project as defined in <u>Section III</u>, including the scope of services and the level of service described therein.
- <u>"Toll Violation"</u> means a failure or refusal to pay the toll imposed by HCRMA for operation of a vehicle on the Project or failure to comply with high occupancy vehicle rules and requirements, if any.
- <u>"Toll Invoice"</u> means a notice prepared and sent by HCTRA to collect tolls and Administrative Fees associated with violations.
- <u>"Transaction"</u> or <u>"Transactions"</u> means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

<u>"Transition Plan"</u> means a plan jointly developed by CCRMA and HCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from CCRMA to HCRMA without the loss of data or interruption in the collection of tolls.

"Transponder Transaction" means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA's back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

"Users" means the registered owner of a vehicle traveling on the Project.

"Video Transaction" means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA's back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which HCRMA transmits to HCTRA's back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

# EXHIBIT B

# **CCRMA & HCTRA Agreement**



# Harris County, Texas

# 1001 Preston St., Suite 934 Houston, Texas 77002

# **Commissioners Court**

**Request for Court Action** 

File #: 23-3886	<b>Agenda Date:</b> 7/18/2023	Age	nda #	: 158.
<b>Department:</b> Toll Road Authority				
Department Head/Elected Official: Robe	rto Treviño, P.E., Executive Director  Judge Lina Hidal	yes go <b>प</b>	NO	ABSTAIN
Regular or Supplemental RCA: Regular RC Type of Request: Interlocal Agreement	CA Comm. Rodney E Comm. Adrian G	arcia 🗹		
Project ID (if applicable): N/A	Comm. Tom S. R Comm. Lesley Br	_		
	: Cameron County Regional Mobility Authority			
MWDBE Contracted Goal (if applicable): MWDBE Current Participation (if applicable) Justification for 0% MWDBE Participation				
Request Summary (Agenda Caption): Request for approval of an Interlocal Agre interoperability and tolling services.	eement with Cameron County Regional Mobility	/ Authority	/ for	
County Regional Mobility Authority. HCTI (CCRMA) transponders in exchange for CC current customers and international customer as good paying customers as good paying customers.	eroperability between Harris County Toll Road A RA shall provide Cameron County Regional Mob CRMA providing HCTRA customer account infor omers. This allows HCTRA to recognize internal stomers. Additionally, this Agreement will allow operability tolling services. A future amendmer	oility Authomation of tional freign HCTRA a	ority the Co tht can nd CC	CRMA rriers CRMA
Agreement will be for five years and will a expiring year, unless a Party terminates p	automatically renew for an additional five years er terms of the Agreement.	at the en	d of ea	ach
<b>Expected Impact:</b> This Agreement will increase interoperable capture data not currently accessible.	ility of other toll operators and provide HCTRA		•	
Alternative Options:  No other identified solution for this identi	Luit	y 18, 202		Julia
	Approve: E/	G		
Alignment with Goal(s): _ Justice and Safety				

File #: 23-3886	<b>Agenda Date:</b> 7/18/2023	<b>Agenda #:</b> 158.
I IIC π. 25 5000	Agenda Date: 7/10/2023	Agenda mi 130

- \_ Economic Opportunity
- \_ Housing
- \_ Public Health
- X Transportation
- \_ Flooding
- \_ Environment
- \_ Governance and Customer Service

# **Prior Court Action** (if any):

Date	Agenda Item #	Action Taken
3.		

# Location:

Address (if applicable): N/A Precinct(s): Countywide

Fiscal and Personnel Summary			
Service Name			
	FY 23	FY 24	Next 3 FYs
Incremental Expenditures (do NOT w	rite values in t	nousands or millions	5)
Labor Expenditures	\$	\$	\$
Non-Labor Expenditures	\$	\$	\$
Total Incremental Expenditures	\$	\$	\$
Funding Sources (do NOT write value	s in thousands	or millions)	
Existing Budget			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Current Budget	\$	\$	\$
Additional Budget Requested			
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Choose an item.	\$	\$	\$
Total Additional Budget Requested	\$	\$	\$
Total Funding Sources	\$	\$	\$
Personnel (Fill out section only if reques	sting new PCNs)	-	
Current Position Count for Service	-	-	-
Additional Positions Requested	-1	-	-
Total Personnel	_	-	-

File #: 23-3886 Agenda Date: 7/18/2023 Agenda #: 158.

Anticipated Court Date: July 18, 2023

Anticipated Implementation Date (if different from Court date): N/A

Emergency/Disaster Recovery Note: Not an emergency, disaster, or COVID-19 related item

Contact(s) name, title, department: Nicole Stuttz, Chief of Staff, Harris County Toll Road Authority

Attachments (if applicable): Agreement (partially executed)

# **INTERLOCAL AGREEMENT**

# **FOR**

# **TOLLING SERVICES**

May 2, 2023

between

Cameron County
Regional Mobility Authority

and

**Harris County** 

### TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT ("Agreement"), by and between the
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation
organized under the laws of the State of Texas ("CCRMA") and HARRIS COUNTY, a body
corporate and politic organized under the laws of the State of Texas, acting by and through Harris
County Toll Road Authority (HCTRA) is executed to be effective the day of
2023 ("Effective Date").

## RECITALS:

- A. CCRMA and Harris County (each a "Party," together "Parties") are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA toll road(s) in Cameron County, Texas, which are opened to the traveling public (collectively called "the Project").
- B. Pursuant to Section 370.033(5) of the Texas Transportation Code, CCRMA is authorized to enter into contracts or operating agreements with a similar authority, another governmental entity, or an agency of the United States.
- C. Pursuant to Section 284.003 of the Texas Transportation Code Harris County is authorized to operate and maintain a toll project located within and outside Harris County. Harris County seeks to improve interoperability of the Project through the Harris County Toll Road Authority ("HCTRA"), a department of Harris County.
- D. Pursuant to the Interlocal Cooperation Act (Tex. Gov't Code, Chapter 791), CCRMA and Harris County are authorized to contract with other governmental entities and political subdivisions.
- E. Pursuant to Commissioners Court Order dated \_\_\_\_\_\_\_\_, 2023, the Harris County Commissioners Court has approved this Agreement and authorized the Harris County Judge to execute and deliver this Agreement on behalf of Harris County.
- F. Pursuant to a Resolution adopted by the Board of Directors of the Cameron County Regional Mobility Authority dated \_\_\_\_\_\_\_\_, 2023, the Cameron County Regional Mobility Authority has approved this Agreement and authorized its Chairman to execute and deliver this Agreement on behalf of CCRMA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, CCRMA and Harris County agree as follows:

# AGREEMENT:

# 1. Consideration.

Harris County shall provide CCRMA Fuego transponders in exchange for CCRMA providing HCTRA customer account information of the current Fuego customers, CCRMA Fuego transponders and international customers.

2. <u>Definitions</u>. Unless otherwise defined herein, terms with initial capital letters and abbreviations used in this Agreement have the definitions set forth in Exhibit A.

# 3. <u>Engagement, Term and Termination</u>.

- a. CCRMA and Harris County will work towards providing interoperability tolling services on the Project and such tolling services in accordance with the provisions hereof. The term ("Term") of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least 180 days before the end of the Term.
- b. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than 180 days prior to the stated termination date. Harris County will continue to provide tolling services as provided in this Agreement occurring up to the termination date.
- c. This Agreement may also be terminated upon agreement of the Parties.

# 4. Harris County Responsibilities.

- a. Harris County will provide CCRMA Fuego transponders as requested by CCRMA.
- b. HCTRA shall provide 75,000 Fuego transponders to CCRMA.
- c. Harris County shall provide transponder technology which meets CCRMA specifications on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County's standard and practices regarding transponder design, engineering, and functionality which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own toll facilities.

# 5. CCRMA Responsibilities.

a. To facilitate Harris County's performance of interoperability and tolling services, CCRMA will provide Harris County with account information including but not limited to the name, address, and license plate information of current Fuego customers.

b. CCRMA will provide Harris County with account information of international customers including but not limited to the name, address, and international license plate information of current CCRMA customers.

# 6. <u>Cooperative Efforts.</u>

- a. The Parties will make appropriate representatives available to help each other promptly resolve issues arising in connection with their performance under this Agreement.
- b. The Parties will cooperate to maximize Fuego transponder penetration in the CCRMA region. The CCRMA will incorporate and coordinate with HCTRA any meetings with Mexico dealing with the interoperability of FUEGO Tag and HCTRA will assist with resources to achieve the interoperability with Mexico.
- c. The Parties shall provide sufficient information, manuals, and training to the other party to ensure compliance with the terms of this Agreement.
- d. The Parties shall provide advance notice of any change in marketing activities or publicity that affect the other party's operations or performance under this Agreement.
- e. provide each other with information for purposes of training each Party's customer service personnel to respond to customer inquiries concerning operation of the Project.
- f. The Parties will seek cost effective ways to continuously improve tolling services including, but not limited to exploring opportunities with CCRMA's back office operation and CCRMA's electronic toll collection system.
- 7. <u>Confidential Information</u>. The Parties will maintain Customer Confidential Information, including any Mexican vehicle information shared under this Agreement, as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, Harris County is required to maintain compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) for cardholder information within its systems. Harris County will not provide CCRMA with Customer Confidential Information in any reports; however, Harris County will provide CCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by CCRMA.

# 8. Records and Audit Rights.

HCTRA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to Harris County's performance of this Agreement, including electronic data of or relating thereto and data and other information relevant to the fees that HCTRA charges to CCRMA and Users. HCTRA will make these books and records available during normal business hours for audit and inspection by CCRMA and and/or CCRMA's designees, at the location where such books and records are customarily maintained. HCTRA will provide to CCRMA and its designee copies of such records upon request and at CCRMA's expense. HCTRA will retain the books and records described in this Section 8 for a minimum of five years after the date the record or document is generated. Any records relating to claims and disputes

between the Parties, or any known third-party claim against Harris County or CCRMA, will be retained until such claims or disputes are finally resolved.

Harris County will allow CCRMA access to the Back Office System for financial and transactional reports related to the Project. CCRMA may request reports containing additional information but must reimburse Harris County for its design and programming costs.

- 9. <u>Remedies</u>. If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of [60] days after written notice is given by the other Party specifying said failure, the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section 10 before exercising the remedies in this section.
- 10. <u>Dispute Resolution Procedures</u>. Any disputes between the Parties concerning this Agreement that cannot be resolved at the staff level will be referred to HCTRA's Executive Director or his/her designee and CCRMA's Chairperson or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section 10. The Party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date. The Parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The Parties will satisfy the requirement for alternative dispute resolution by participating in non-binding mediation, unless otherwise agreed to by the Parties.
- 11. <u>Transition Upon Termination.</u> Harris County will assist CCRMA and cooperate in providing a smooth transition of tolling services and transfer data from HCTRA to CCRMA upon the termination of this Agreement. Harris County and CCRMA will cooperate in development of a Transition Plan, which will include (i) transition of collection and customer service; and (ii) transfer of data identified in the Transition Plan from HCTRA to CCRMA. Harris County will continue to provide services as provided in this Agreement until the date designated in the Transition Plan.

# 12. Successors and Assigns.

- a. Neither CCRMA nor Harris County may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
- b. This Agreement will bind and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.
- 13. <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.
- 14. <u>Severability</u>. If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the

remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

- 15. Written Amendments. Any changes in the character, agreement, terms and/or responsibilities of the Parties (as detailed in Sections 4-8) must be enacted through a written amendment and executed by the Parties. A written amendment pursuant to this section may consist of a written communication, including signed letter via e-mail, between the Parties reflecting same. The parties intend for the Texas Uniform Electronic Transactions Act, *i.e.*, Tex. Bus. & Com. Code § 322.001 et seq. to govern this Agreement to the extent applicable.
- 16. <u>Notices</u>. All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, addressed to such Party at the following respective addresses:

# If to HARRIS COUNTY:

Harris County 1001 Preston, 9<sup>th</sup> Floor Houston, Texas 77002 Attention: Harris County Judge

With a copy to:

Harris County Toll Road Authority 7701 Wilshire Place Dr. Houston, Texas 77040 Attention: Executive Director

# If to CCRMA:

Frank Parker, Jr, Chairman Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575

With copy to:

Pete Sepulveda, Jr, Executive Director Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575 All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

- 17. <u>Limitations</u>. All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of CCRMA or Harris County will have any personal obligations or liability hereunder.
- 18. <u>Relationship of the Parties</u>. Nothing in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent between the Parties, or any joint enterprise.
- 19. <u>Exhibits</u>. Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.
- 20. <u>Authorization</u>. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.
- 21. <u>Interpretation</u>. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word "will" in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word "including" is used, it is deemed to mean "including, without limitation,"
- 22. <u>Captions</u>. The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.
- 23. Governing Law. The laws of the State of Texas shall govern this Agreement.
- 24. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.
- 25. To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to Tex. Gov't Code § 791.025 to the extent applicable.
- 26. <u>Future Business Opportunities.</u> HCTRA agrees that any future business opportunities concerning international bridges or other regional mobility authorities along the Texas-Mexico Border will be handled as part of the Project with the CCRMA.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the Parties have executed this Agreement by six multiple counterparts on the dates shown below, effective on the Effective Date.

#### APPROVED AS TO FORM:

CHRISTIAN MENEFEE
Harris County Attorney
DocuSigned by:
By Marcy Linebarger MARRES PSTEINEBARGER
MARCEYEINEBARGER
Senior Assistant County Attorney

**HARRIS COUNTY** 

By Lina HIDALGO
County Judge

DocuSigned by:

Date: \_\_\_\_July 18, 2023

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: The Parker, JR

Chairman

Date: 7/17/2023

ATTESTED TO:

	DocuSigned by:	
By:	arturo Mlson	7/17/2023
,	Anturo Nelson,	_
	Secretary	

#### EXHIBIT A

#### **DEFINITIONS**

As used in the foregoing agreement, the following terms have the respective meanings indicated:

"Back Office System" (BOS) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a Customer Service Center, a Violation Enforcement Center, IOP Peer, and a Host.

"Customer Confidential Information" means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information and driver's license information.

"ETCS" means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

"Interface Control Document" or ICD" means the document setting forth interface standards for HCTRA's back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA's back office and the ETCS, as such document may be revised or updated by HCTRA or CCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

"Interoperable Transaction" means Transponder Transactions involving Toll Operators other than HCTRA.

"Project" has the meaning set forth in the Recitals.

"Roadside Toll Collection System" or "ETCS" means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCTRA.

"Service Commencement Date" means (i) the Effective Date of this Agreement with respect to all lanes that are open for normal and continuous operations and use by the traveling public on that date, and (ii) the date upon which additional lanes of the Project or segments of the Project are opened by CCRMA for normal and continuous operations and use by the traveling public.

"<u>Tag Validation List</u>" means the consolidation of the Transponder Issuers' master tag validation lists and updates of all known transponders and their current known status that is created by HCTRA and electronically distributed by HCTRA to CCRMA and/or its integrator.

"<u>Toll Operator</u>" means any Person, who or which (a) manages and operates a tolled roadway in the State of Texas, and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

"<u>Transaction</u> or <u>Transactions</u>" means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

"<u>Transition Plan</u>" means a plan jointly developed by Harris County and CCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from Harris County to CCRMA without the loss of data or interruption in the collection of tolls.

"Transponder Issuer" means any Person, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with HCTRA in interoperability protocols, agreements and arrangement.

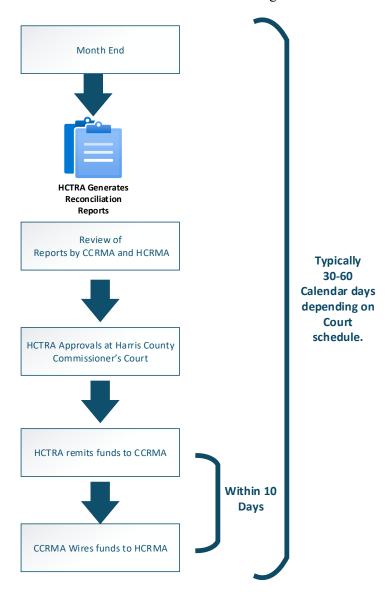
"Transponder Transaction" means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA's back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

"User(s)" means the registered owner of a vehicle traveling on the Project.

"<u>Video Transaction</u>" each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA's back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which CCRMA transmits to HCTRA's back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

#### **EXHIBIT C**

#### Revenue Flow and Timing



#### **EXHIBIT D**

#### The CCRMA would provide the following in support of HCRMA Toll Operations:

- 1. Access to the Fuego Back Office System (BOS) developed / supported by Harris County Toll Road Authority (HCTRA) which provides the following services for HCRMA Toll Operations to serve HCRMA Toll Customers (but not limited to):
  - a. Customer Relationship Management (CRM) System
  - b. AVI Transaction Processing
  - c. Image-based Transaction Processing / Pay-by-Mail Processing including Image Review
  - d. Accounting Module that includes Comprehensive Reconciliation & Auditability
  - e. External Website for Customer Service (Self Service)
  - f. Issue Monitoring
  - g. Inventory Tracking
  - h. Reporting
  - i. CSC staff onboarding (e.g. job postings, application review, and background checks)
  - j. Training (provided by CCRMA through access of HCTRA training support)
- 2. Fuego Tags for distribution to HCRMA Toll Customers that provides HCRMA Toll Customers Interoperability across the Central United States Interoperability Hub (CUSIOP Hub) and associated IOP Hubs that come online in the future.
- 3. CCRMA Toll Administration support during onboarding to the Fuego BOS, integration testing between the HCRMA TSI and HCTRA BOS team, and pre/post Go-Live of HCRMA Toll Operations. CCRMA Toll Administration support includes effort from the Executive Director, Chief Financial Officer, Toll Operations Administrator, Chief Development Engineer, and IT Manager toward the goals of establishing and supporting HCRMA Toll Operations.
- 4. CCRMA Customer Service Center (CSC) support of HCRMA Toll Operations for processing and customer support of HCRMA Toll Customers.
- 5. CCRMA shall not be entitled to retain any Administrative Fees as compensation for Tolling Services. CCRMA CSC Support will be invoiced monthly to the HCRMA.

#### Items 1 through 3 above would be provided as in-kind under this Agreement.

## <u>Item 4 would be provided based on the estimated staffing effort outlined in Tables D-1 and D-2 below.</u> <u>Additionally:</u>

- 1. HCRMA and CCRMA shall agree to a start-up and hiring schedule in anticipation of the HCRMA 365 Go-Live.
- 2. HCRMA and CCRMA may need to coordinate adjustments in accordance with Section VI, subsection d, as HCRMA undergoes its CSC services roll-out, sustained HCRMA Toll Operations, and other trends affecting CCRMA and HCRMA toll transactions that may occur over time.

- 3. Compensation will be limited to the cost of CSR and CSR Lead labor and overhead, allocated proportionately to HCRMA and CCRMA in accordance with the volume of toll transactions originating on their respective tolled facilities.
- 4. HCRMA reserves the right to request an adjustment in CSC staffing based on performance against agreed upon KPIs and SLAs as noted in the Process and Design Documents detailed in Section IV, subsection h.
- 5. HCRMA will employ onsite personnel to provide CSR functions within HCRMA premises for local servicing. Services will be limited to:
  - a. Facilitate customer account activities, through self-service methods, including:
    - a. account opening,
    - b. account service resolution, and
    - c. account maintenance.
  - b. Facilitate account payments by credit card. HCRMA will not accept any cash payments or perform payments themselves. Customers will be directed towards a self-service payment network to replenish or perform any account payments.
  - c. CCRMA will train and support the onsite HCRMA CSR through the in-kind CCRMA Toll Administration support.

Table D-1. Projected CSC Staffing

CCR	MA		НСБ	RMA	
CSC Staff	(	CSC Cost	CSC Staff		CSC Cost
(1) Supervisor	\$	84,085			
(1) Toll Clerk	\$	47,178			
(2) Lead CSR's	\$	118,981	(2) Lead CSR's	\$	118,981
(1) BOS Specialist	\$	52,162			
(8) CSR	\$	387,107	(4) CSR	\$	193,554
Indirect / OH Cost	\$	50,000	Indirect / OH Cost	\$	25,000
Total	\$	739,513	_	\$	337,535

#### **Notes:**

- 1. CSC Costs are in 2025 dollars.
- 2. The cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.

Table D-2. Projected CSC Cost

	CCF	RMA	H	CRMA	
Year	TOLL TXN	CSC Cost	TOLL TXN	CSC	Cost (Staff)
2026	4,854,840	\$ 776,489	4,642,000	\$	354,412
2027	5,218,953	\$ 815,313	5,748,000	\$	372,132
2028	5,610,374	\$ 856,079	6,914,000	\$	390,739
2029	6,031,152	\$ 898,883	8,141,000	\$	410,276
2030	6,483,488	\$ 943,827	9,431,000	\$	430,790
2031	6,969,750	\$ 991,018	10,784,000	\$	452,329
2032	7,492,481	\$ 1,040,569	11,136,000	\$	474,946
2033	8,054,417	\$ 1,092,598	11,487,000	\$	498,693
2034	8,658,498	\$ 1,147,227	11,841,000	\$	523,628
2035	9,307,885	\$ 1,204,589	12,197,000	\$	549,809

#### **Notes:**

- 1. Forecast costs are shown here, escalated at 5%. The actual cost to HCRMA will be determined based on CSC staffing salaries, inclusive of both direct and indirect costs. An annual escalation may be applied, driven by merit-based salary increases or cost-of-living adjustments introduced at the start of each fiscal year. This escalation will be based on the actual costs incurred from these adjustments.
- 2. In no case shall the CSR Labor costs attributable to HCRMA exceed its proportional share of overall toll transactions.

# Item 1B

#### HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

#### **AGENDA RECOMMENDATION FORM**

PLAN FINAN	AD OF DIRECTORS  NING COMMITTEE  NICAL COMMITTEE  X  AGENDA ITEM  DATE SUBMITTED  MEETING DATE  10/06/25
1.	Agenda Item: Resolution 2025-59 – Consideration and approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project.
2.	Nature of Request: (Brief Overview) Attachments: <u>X</u> Yes <u>No</u>
	Consideration and Approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for the 365 Tollway Project.
3.	Policy Implication: <u>Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy</u>
4.	Budgeted: X_YesNoN/A
5.	Staff Recommendation: Motion to approve Supplemental Number 7 to Work Authorization  Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project.
6.	Program Manager's Recommendation:ApprovedDisapproved <u>X_None</u>
7.	Planning Committee's Recommendation:ApprovedDisapproved <u>X_</u> None
8.	Board Attorney's Recommendation:ApprovedDisapproved X_None
9.	Chief Auditor's Recommendation:ApprovedDisapprovedNone
10.	Chief Financial Officer's Recommendation: X Approved Disapproved None
11.	Development Engineer's Recommendation: X_ApprovedDisapprovedNone
12.	Chief Construction Engineer's Recommendation: X_ApprovedDisapprovedNone
13.	Executive Director's Recommendation: X ApprovedDisapprovedNone



### Memorandum

To: Pilar Rodriguez, PE, Executive Director

From: Ramon Navarro IV, P.E., Chief Construction Engineer

Date: October 1, 2025

Re: Resolution 2025-59 – Consideration and approval of Supplemental Number 7 to

Work Authorization Number 8 to the Professional Service Agreement with HDR

Engineering, Inc. for archeological site assessment as part of the 365 Toll

project.

#### **GOAL**

Consideration and approval of Supplemental #7 to Work Authorization#8 with HDR to provide additional effort required by TxDOT and THC to assess the encroached archeological site on construction contract for 365 Tollway Project.

#### **BACKGROUND**

Wednesday 6/3/25, HCRMA was notified that D&G (subcontractor to PCI) went through protected archeological isite east of US281. Initial meeting with THC was conducted 6/16/25 and overall sight must be revisited, amended, and investigated. All compiled costs must be delegated to PCI for recovery.

#### REQUEST and CONSIDERATION

The scope of this work includes reporting, monitoring, and administering with Texas Historical Commission, TxDOT and FHWA.

#### RECOMMENDATION

Staff recommends Board's approval and acceptance of Resolution 2025-59.

	Saenz Oil & Gas Services, LLC	CMT Service  Environmental
	HCRMA	Engineering HDR Engineering, Inc.
<b>)</b> [	HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY	Geo-Technical
		Surveying
		ROW

#### **WORK AUTHORIZATION SUMMARY**

RESOLUTION 2025 - 59

Work Aut	horization#_	8	_ Supplemental # _	7
Amount	\$ 120,791.31			

#### **Approved Work Authorizations:**

Resolution No.	Description	Amount
2020-32	WA No. 1 - Amended & Restated	\$ 301,579.58
2020-33	WA No. 2 - Construction Contract Letting Support	\$ 125,723.03
2020-35	WA No. 2 SA No. 1 - Construction Contract Letting	\$ 93,284.63
2020-36	WA No. 3 - 365 Toll Integration Contract Letting	\$ 299,785.36
2021-21	WA No. 4 - IBTC Final Schematic Environmental	\$ 197,746.02
	Subtotal from Cont. Page	\$ 6,433,491.48
	Total Approved WA	\$ 7,451,610.10
Proposed Work Aut	horization and/or Supplemental	
2025-59	WA No. 8 SA 7	\$ 120,791.31

#### **Goal and Options:**

Consideration and Approval of Resolution 2025-59 for Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project.

Staff is recommending approval of this request in the amount of \$120,791.31 Proposed total approved WA and/or Supplementals \$7,572,401.41

R.	Alfaro, Dev. Eng.
	Requested By:

Resolution No.	Description	Amount
2021-51	WA No. 5 Support Wetland Mitigation Site	\$ 310,039.40
2021-74	WA No. 6 - 365 Toll VE - Change Proposal	\$ 79,429.57
2022-02	WA No. 1 SA No. 1 - No Cost Time Extension	\$ 0.00
2022-03	WA No. 2 SA No. 2 - No Cost Time Extension	\$ 0.00
2022-04	WA No. 3 SA No. 1 - No Cost Time Extension	\$ 0.00
2022-11	WA No. 7 - 365 Toll VECP Design QA	\$ 119,970.68
2022-22	WA No. 8 Const. Mgt. Support 365 Toll Project	\$ 1,244,594.55
	WA No. 2 SA No. 3 - No Cost Time Extension	\$ 0.00
2022-50	WA No. 2 SA No. 4 - No Cost Time Extension	\$ 0.00
2022-51	WA No. 3 SA No. 2	\$ 88,206.93
2022 - 52	WA No. 4 SA No. 1	\$ 85,846.48
2022-65	WA No. 5 SA No. 1 - No Cost Time Extension	\$ 0.00
2022-66	WA No. 7 SA No. 1 - No Cost Time Extension	\$ 0.00
2023-13	WA No. 3 SA No. 3 - TSI Procurement Support	\$ 289,198.08
2023-25	WA No. 4 SA No. 2 - No Cost Time Extension	\$ 0.00
2023-26	WA No. 8 SA No. 1 - Add aquatic Life Relo, Wetland Bound	\$ 227,058.56
2023-27	WA No. 9 - Next Phase of TSI Coordination	\$ 1,427,870.83
2023-35	WA No. 3 SA No. 4 - No Cost Time Extension	\$ 0.00
2023-44	WA No. 8 SA No. 2	\$ 600,995.66
2024-30	WA No. 8 SA No. 3	\$ 1,009,480.30
2025-13	WA No. 8 SA No. 4	\$ 447,385.83
2025-22	WA No. 10	\$ 99,870.52
2025-31	WA No. 8 SA No. 5	\$ 13,375.41
2025-49	WA No. 8 SA 6	\$ 390,168.68

#### HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

#### BOARD RESOLUTION No. 2025-59

CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 7 TO WORK AUTHORIZATION NUMBER 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR ARCHEOLOGICAL SITE ASSESSMENT AS PART OF THE 365 TOLL PROJECT.

THIS RESOLUTION is adopted this 6<sup>th</sup> day of October 2025, 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 February 22, 2022 the Authority approved Resolution 2022-12 Approval of Contract Amendment 4 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,407,587.59 to \$1,527,558.27 for a total increase of \$119,970.68 for Work Authorization No. 7; and

WHEREAS, 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 March 22, 2022 the Authority approved Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount from 1,527,558.27 to 2,772,152.82 for a total increase of 1,244,594.55 for Work Authorization No. 8; 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 2022-50 Work Authorization 2 Supplemental Agreement 4 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension through June 30,2023 for general engineering consulting services for project letting management and oversight on the Hidalgo County Regional Mobility Authority 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-52 Work Authorization 4 Supplemental Agreement 1 to the Professional Ser vice Agreement with HDR Engineering, Inc. for an increase of \$85,846.48 for advanced schematic development and coordinate meetings between railroad companies, HCRM, and other local agencies related to the interaction of rail and highway operations within the IBTC Corridor; 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 December 13, 2022 the Authority approved Resolution 2022-65 approved Work Authorization Number 7 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-66 approved Work Authorization Number 5 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023; 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 March 28, 2023 the Authority approved Resolution 2023-17 approving of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization Number 3 in the amount of \$289,198.08; and

WHEREAS on June 27, 2023 the Authority approved Resolution 2023-25 approving of Work Authorization Number 4 Supplemental Number 2 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 June 27, 2023 the Authority approved Resolution 2023-26 approving of Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering for an increase of \$227,058.56 for adding Aquatic life relocation services, wetland boundary survey services, and additional HDR project management services for the 365 Tollway; 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 June 27, 2023 the Authority approved Resolution 2023-29 approving of Contract Amendment Number 9 to the Professional Service Agreement with HDR Engineering, Inc., to increase the maximum payable amount for Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 in the aggregate amount of \$1,654,929.39 for a revised contract amount of \$4,890,333.70; 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 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 site; and

WHEREAS, on June 25, 2024 the Authority approved Resolution 2024-30 approving of Work Authorization Number 8 Supplemental Number 3 to the Professional Service Agreement with HDR Engineering for construction management of the 365 Tollway in the amount of \$1,009,480.30; and

WHEREAS, on June 25, 2024 the Authority approved 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; and

WHEREAS, on February 25, 2025, the Authority approved Resolution 2025-13 for Work Authorization Number 8 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering to provide construction inspection services for the 365 Tollway construction project in the amount of \$447,385.83; and

WHEREAS, on February 25, 2025, the Authority approved Resolution 2025-14 for Contract Amendment 12 to the Professional Service Agreement with HDR Engineering for Work Authorization 8 Supplemental Number 4 to provide construction inspection services for the 365 Tollway construction project in the amount of \$447,385.83 increasing the maximum payable amount to \$6,948,195.49; and

WHEREAS, on March 25, 2025 the Authority approved Resolution 2025-22 for Work Authorization Number 10 to the Professional Service Agreement with HDR Engineering to provide public outreach and marketing services for the 365 Tollway project in the amount of \$99,870.52; and

WHEREAS, on March 25, 2025 the Authority approved Resolution 2025-23 for Contract Amendment 13 to the Professional Service Agreement with HDR Engineering for Work Authorization 10 to provide public outreach and marketing services for the 365 Tollway project in the amount of \$99,870.52 increasing the maximum payable amount to \$7,048,066.01; and

WHEREAS, on May 27, 2025 the Authority approved Resolution 2025-31 for Supplemental Number 5 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to construction management services for the 365 Tollway project in the amount of \$13,375.41; and

WHEREAS, on May 27, 2025 the Authority approved Resolution 2025-32 for Contract Amendment 14 to the Professional Service Agreement with HDR Engineering for Work Authorization 8 Supplemental 5 to provide construction management services for the 365 Tollway project in the amount of \$13,375.41 increasing the maximum payable amount to \$7,061,441.42; and

WHEREAS, on July 22, 2025 the Board approved Resolution 2025-49 for Supplemental Number 6 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to provide construction management services for the 365 Tollway project in the amount of \$390,168.68; and,

WHEREAS, the Authority finds it necessary to approve Resolution 2025-59 for Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to provide for archeological site assessment as part of for the 365 Tollway project for \$120,791.30.

\*\*\*\*

# 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 Resolution 2025-59, approval of Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for archeological site assessment as part of the 365 Toll project. hereto attached as Exhibit A; and
- Section 3. The Board authorizes the Executive Director to execute Supplemental Number 7 to Work Authorization Number 8 with HDR increasing the maximum payable amount by \$120,791.30.

.

\*\*\*\*

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 6 <sup>th</sup> day of
October 2025, at which meeting a quorum was present.

#### EXHIBIT A

SUPPLEMENTAL NUMBER 7 TO WORK AUTHORIZATION
NUMBER 8 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH HDR ENGINEERING, INC. FOR ARCHEOLOGICAL SITE
ASSESSMENT AS PART OF THE 365 TOLL PROJECT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND HDR ENGINEERING, INC.

#### ATTACHMENT D-2

# SUPPLEMENTAL WORK AUTHORIZATION NO. <u>7</u> TO WORK AUTHORIZATION NO. <u>8</u> 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 Work Authorization No. 8 shall be amended to include the additional scope detailed in Exhibit B-7, which is attached and made part of this Supplemental Work Authorization. This Supplemental Agreement provides additional funds for the GEC to provide these services.

**PART II.** The maximum amount payable under this Supplemental Agreement is <u>\$120,791.30</u> and the method of payment is <u>Specified Rate Basis</u> 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-7, Fee Schedule, which is attached and made a part of this Supplemental Work Authorization.

**PART IV**. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on <u>January 09, 2026</u>, 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. <u>8</u> 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.

# Exhibit B-7 Services to be provided by the GEC Exhibit C-7 Work Schedule

Exhibit D-7 Fee Schedule/Budget

Exhibit H-2 Sub Provider Monitoring System Commitment Agreement

THE GEC	THE AUTHORITY
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Date)	(Date)

### EXHIBIT B-7 SERVICES TO BE PROVIDED BY THE ENGINEER

#### 1. General

The purpose of Supplemental Work Authorization #7 is to amend the GEC services executed under Work Authorization #8 to include environmental services needed to continue the construction of the 365 Toll 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:

- I. Project Management / Administration
- II. 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.
- III. 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 services for his task.

#### 3. Authority Construction Phase Tasks

There are no changes or additions to the services for his task.

#### 4. GEC Construction Phase Tasks

Amended to include the additional services listed below; all other terms and services from the prior supplemental shall remain unchanged and in effect.

- A. Permit Amendment- HDR, Inc. will amend the Texas Antiquities Permit No. 30641 by establishing the approved scope of work to assess the inadvertent trenching impacts to site 41HG255.
- B. Impact Assessment for Site 41HG255
  - a. Site Impact Assessment- HDR, Inc. will conduct the following additional field efforts required based on consultation with TxDOT and THC to assess the impacts to site 41HG255:
    - Mechanically excavate 10 trenches measuring approximately 13.1 ft (4.0 m) in length by 6.6 ft (2.0 m) wide and 4.9 ft (1.5 m) deep at regular intervals perpendicular to the existing ITS trench.
    - Manually screen one 5-gallon (gal) (19-liter [L]) bucket of soil for every third backhoe bucket of soil removed through a 0.25-inch (in) (0.635centimeter [cm]) mesh.
    - Collect and bag all artifacts found through screening during mechanical trenching efforts.
    - Manually clean, map, and photograph at least one representative wall profile from each mechanically excavated trench.

- Identify cultural zones and potential near-surface features for further assessment.
- Manually clean, map, and photograph all cultural zones and features identified through mechanical trenching efforts.
- b. Reporting Update- A final report presenting the results of the impact assessment will be prepared in compliance with the guidelines published by the CTA, THC, and Secretary of the Interior. This report will contain chapters that include the following information:
  - Site conditions
  - A description of the site's environmental and geological setting.
  - An updated description of the site's cultural contexts, including previous research in the area.
  - Summarized methodology for the different investigations that have been conducted at the site up to this point, including additional mechanical trenching efforts performed.
  - Similarly integrated methodology for artifact and sample analyses.
  - Trenching results, with detailed tables, maps, photographs, and descriptive statics.
  - Detailed work history for the site.
  - Descriptions of soils, topography, and other natural data pertaining to the site setting.
  - Data and justifications for trench placement, sample locations, and any delineation efforts for the site.
  - Detailed maps, photographs, charts, and tables displaying artifact densities, and feature locations in both plan and profile dimensions for the site.
  - Description of features identified, detailed recording, and measures taken to preserve intact feature remains for future study at the site.
  - Tables and charts showing basic descriptive statistics of both counts and weights of all artifacts recovered.
  - Summary, interpretations, and recommendations for the site, including future data recovery efforts.
  - Appendices with field data, artifact catalogs, and relevant agency communication.

Once the impact assessment is accepted by the THC and TxDOT, the report, field notes, photos, analytical records, and artifacts will be permanently curated with the Center for Archaeological Research at the University of Texas, San Antonio.

#### **Assumptions and Exclusions**

• The amended Texas Antiquities Permit No. 30641 approved by THC accommodates the services for assessing the trenching impact only. Any additional excavation and

field work requested by THC due to the discovery of archaeological artifacts of significance during the trenching assessment is excluded from the Services to be Provided by the Engineer.

#### **Exhibit C-7**

#### **Proposed Work Schedule**

3	65	Tall	Cor	stri	ıction	Phase

Task	1
------	---

Project Management / Administration 08/25/2025 - 01/09/2026

Task 2

Authority Construction Ph Tasks 08/25/2025 – 01/09/2026

Task 3

GEC Construction Ph Tasks 08/25/2025 – 01/09/2026

Prime Provider: HDR Engineering, Inc. Subconsultant: N/A Work Authorization: 08

SWA7

				\$0.00						Total Labor Hrs	563
		%	%	%0	%	%0	%0	%0	%0	100% check	\$120,791.30
% by Firm		100%	0	0	%0	0	0	0	0	100	
Total by Firm		\$120,791.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Total WA	\$120,791.30
st Phase	ODE	\$27,095.00	\$0.00	\$0.00						\$27,095.00 Total WA	1.30
365 Toll Const Phase	Labor	\$93,696.30	\$0.00	\$0.00						\$93,696.30	\$120,791.30
		HDR	 >blank>	    	        	 >blank>	 >blank>	 >blank>	 <pre><pre><pre></pre></pre></pre>	Sub-Total by Task	Total by Task

HDR WA 8

Hidalgo County Regional Mobility Authority Page 2 of 3

Prime Provider: HDR Engineering, Inc. Subconsultant: N/A Work Authorization: 08 SWA7

SWA7 Legend: reocurring every X months = "Xmos

		1		Senior													
	Labor Categories	Manager	Manager	Principal	Alcilacologist		I/II	Tech	Planner I/II	Accounting	=				Total Task Hours Line Item Fee	Line Item Fee	
				Investigator													
	Negotiated Rate	\$257.40	\$240.42	\$212.14	\$176.78	\$127.28	\$84.86	\$155.57	\$114.56	\$115.69	\$90.51						
DESCRIPTION OF TASKS/DETAILS																	
k 001 - Project Management / Administration															0	\$0.00	
A. General Support										80	00				40	\$7,329.28	
															0	\$0.00	
															0	\$0.00	
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c 002 - Authority Construction Phase Tasks															0	\$0.00	
															0	\$0.00	
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k 003 - GEC Construction Phase Tasks															0	\$0.00	
r. Permit Amendment		16		28	57	34									135	\$24,462.30	
. Site Impact Assessment															0	\$0.00	
			2		2	2			4		2				12	\$1,728.22	
		16	16		16	16	16								08	\$14,187.84	
Trenching		16	16		16	16	16								08	\$14,187.84	
Documentation/Profiling			24		24	24	24								96	\$15,104.16	
3. Reporting Update															0	\$0.00	
Post-Field															0	\$0.00	
Draft Report			4	4	16	16	16	4	9		2				89	\$9,523.62	
Final Report			2	2	8	80	4	2	4						30	\$4,446.42	
						16					2				18	\$2,217.50	
						4									4	\$509.12	
	Labor Hours Total	26	72	42	139	136	9/	9	14	00	14	0	0	0	263 h	hours check	
	Labor Cost Total	\$14,414.40	\$17,310.24	\$8,909.88	\$24,572.42	\$17,310.08	\$6,449.36	\$933.42	\$1,603.84	\$925.52	\$1,267.14	\$0.00	\$0.00	\$0.00	\$93,696.30 cost check	cost check	
	% Staff Distribution	10%	13%	7%	25%	24%	13%	1%	2%	1%	2%	%0	%0	%0	100%		

HDR ODE

Hidalgo County Regional Mobility Authority Page 3 of 3

Prime Provider: HDR Engineering, Inc.

WULKAUIDITATION: US		2NVA/				
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OTHER DIRECT EXPENSE	TINU	MAX	FIXED / MAX	ODE RATE	TOTAL FOR WA08	S
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Lodging/Hotel (Taxes/fees not included)	day/person	CSR	Σ	\$110.00	30	
	Day/person	CSR	M	\$68.00	30	
Mileage	mile	CSR	4	\$0.700		
Rental Car Fuel	gallon	n/a	Σ	\$3.75	20	
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	Σ	\$75.00	9	_
Rental Equipment - Earth Moving (Includes taxes and fees)	day	n/a	M	\$2,500.00	9	
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	Σ	\$580.00		_
Air Travel - In State - 2+ Wks Notice (Coch)	Rd Trip/person	n/a	∑ :	\$450.00		
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Standard Postage	letter	CSR	4	\$0.47		
Certified Letter Return Receipt	each	CSR	Н	\$6.20		
Overnight Mail - letter size	each	CSR	M	\$22.00		
Overnight Mail - oversized box	each	CSR	M	\$85.00		
Courier Services	each	n/a	M	\$28.00		
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	each	n/a	. ≥	\$65.00		_
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Notebooks	each	n/a	⊠	\$9.00		
Reproduction of CD/DVD	each	n/a	M	\$5.00		
200 S	each	n/a	ı.	\$1.75		
4" X 6" Digital Color Print 4" X 6" Digital Color Print	picture	n/a	4 :	\$0.25		4
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Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	ш	\$1,350.00		
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		L
Court Reporter	bage	n/a	M	\$10.00		
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	4	\$500.00		_
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\$0.00

# ATTACHMENT H-2 Subprovider Monitoring System Commitment Agreement

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

oith "N/A" on this line: N/A and attach with the contract #: 07-E36-19-04 Assigned Goal: 12.2% Pr		
Work Authorization (WA)#: 8 WA Amount: \$3 upplemental Work Authorization (SWA) #: 7 to WA #:	3,933,058.99	Date: 09/09/2025 Amount: \$120,791.30
Description of Work (List by category of work or task description. Attach as necessary.)	dditional pages, if	Dollar Amount (For each category of work or task description shown.)
Total Commitment Amount (Including all additional particles)  IMPORTANT: The signatures of the prime and the DE DBE) and the total commitment amount must always be	BE/HUB and Secon	d Tier Subprovider, if any (both DBE and Non-
Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: David.Weston@hdrinc.com	Name:	David C. Weston (Please Print) f Coast Area Manager  Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: Title: Signature	(Please Print)  Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #:	Name:	(Please Print)
Email:		

UNITQUANTITY LF 1,000 ARCHEOLOGICAL SITE NOTE: CONTRACTOR SHALL BE CAUTIOUS AS TO NOT Samuel Saldivar, Jr. DISTURB THE GROUND WITHIN THE SHADED AREA DUE TO ENVIRONMENTAL SENSITIVE Bobby Evans 6.79 Acres 1709229, H.C.O.R. 2184843, H.C.O.R. Mar. 4, 2011 ARCHEOLOGICAL MATERIAL. CONTRACTOR SHALL CONSTRUCT PROJECT FROM THE GROUND PROP R.O.W. UP AS NEEDED. DATEAC ·SHADED AREA LEGEND: EXIST ARCHEOLOGICAL ΒY PROP. DRIVEWAY OR TURNOUT (SEE DRIVEWAY/TURNOUT TABLE FOR DIMENSIONS, RADIUS & QUANTITIES) STA. 1121+65 SITE NO. 41HG255 00 (SEE ARCHEOLOGICAL END FULL SUPER BEGIN TRANS. SITE NOTE PROPOSED PLANING (0-1/2") FROM 4.4% TO 2.5% PROPOSED WIDENING & OVERLAY OBLITERATE EXIST ROAD 365 TOLL WB MAINLANE PROPOSED CONC.RIPRAP EXISTING ARCHAEOLOGICAL SITE 1120+00 - PROPOSED R.O.W. © 365 TOLL & PGL - EXISTING R.O.W. EB MAINLANE PROPOSED CURB RAMPS (TY I) → FLOW DIRECTION TRAFFIC FLOW DIRECTION SHLDR. NOTES: NOTES:

1. SEE ALIGNMENT DATA SHEET FOR PROP. & EXIST. CENTERLINE DATA.

2. SEE SUPERELEVATION TABLE FOR TRANSITIONS, OFFSET, ELEV. ETC.

3. SEE SUPERELEVATION SLIMITS.

4. SEE SUPERELEVATION SLIMITS.

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.

10. FOR DETAILS & QUANTITIES REFER TO TRAFFIC MANAGEMENT SYSTEM (TMS) SHEETS. PROPOSED DRAINAGE STRUCTURE SEE CULVERT DETAIL SHEETS 300'
TRANS FROM PROP.51'(RT)
TO PROP.39'(RT)RDWY PROP R.O.W. Bobby Evans 6.79 Acres Doc. 1709229, H.C.O.R. Doc. 2184843, H.C.O.R. Mar. 4, 2011 NON-CLOUDED AREAS WILL BE THE RESPONSIBILITY OF THE ENGINEER OF RECORD, FOR THE RESPECTIVE CHANGES SHOWN IN PREVIOUS REVISIONS OF THIS SHEET. R1 03/31/2023 EXIST. & PROP. CENTERLINE OTHON INC. F-1471 STA = 1120+91.00 110 110 EL = 100.77' ex = -0.86'K = 247MATTHEW JAMES IRWIN = 412.84 -PROPOSED & PGL (-)0.5714 % (+) 1.1000 % 100 100 (+)1.1000 % 90 Texas Department of Transportation 90 PROGRAM MANAGEMENT CONSULTANT DANNENBAUM ARCHEOLOGICAL ENGINEERING CORPORATION
T.B. P.E. FIRM REGISTRATION #392
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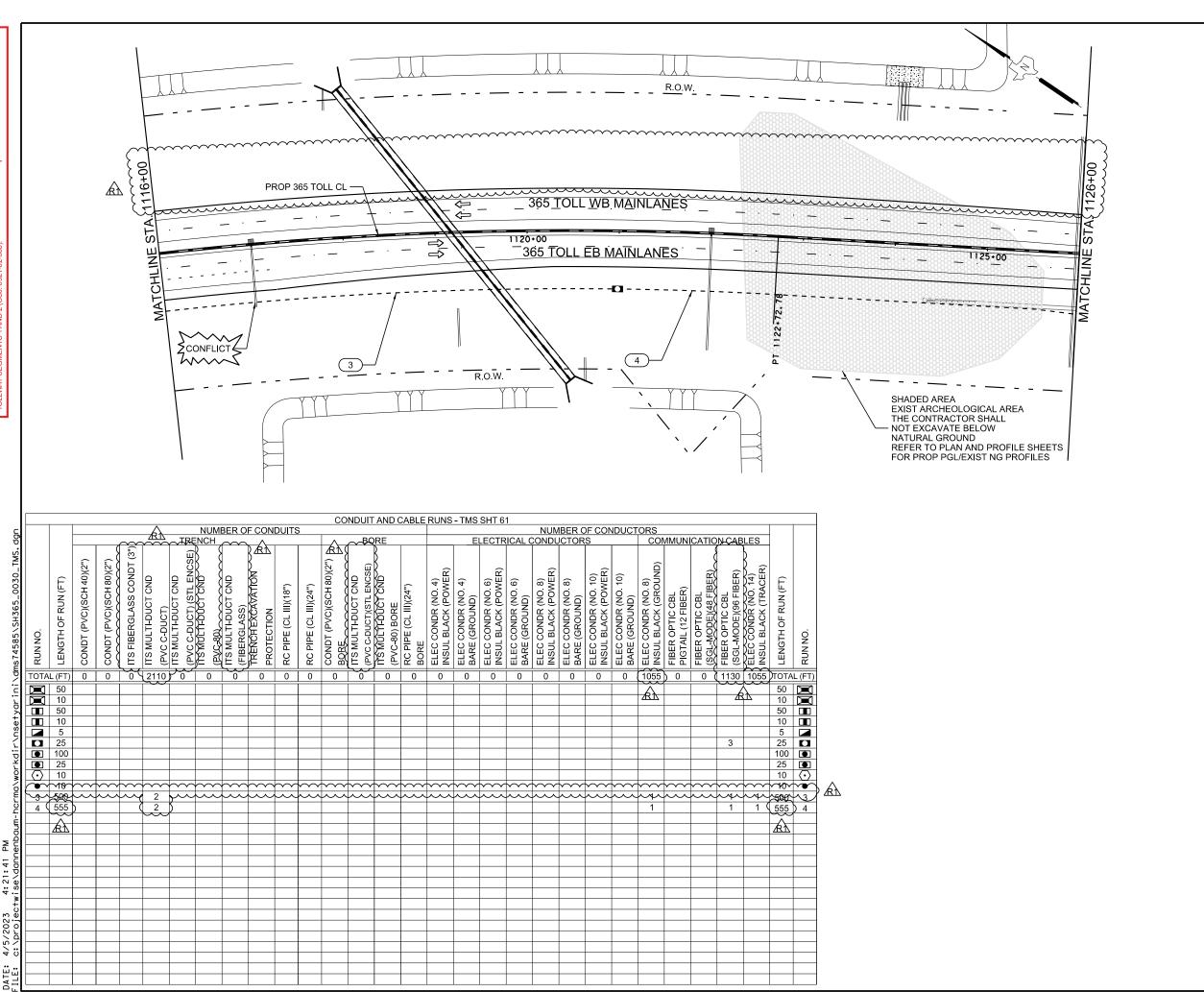
12/11/2023 12/12/2023

VTE RECEIVED: 04/07/2023

VTE ACCEPTED: 05/02/2023

Samuel Saldivar, Jr.

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE HCRMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT
DOCUMENT UPON VERFICATION 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 FREETCTIVE CONTRACT FOR THE 365
TOIL MANY SECREMENTS 1 AND 2 1/05 1 003-103-881



#### TMS LEGEND

- PROPOSED DYNAMIC MESSAGE SIGN
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- PROPOSED ELECTRICAL SERVICE W/METER
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- PROPOSED CONDUIT UNDERSIDE MOUNT
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- X PROPOSED CALLOUT



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

OTHON INC. F-1471







Texas Department of Transportation

#### **DANNENBAUM**

ENGINEERING CORPORATION

T.B.P.E. FIRM REGISTRATION #392

1109 NOLANA LOOP, STE 280 MCALLEN. TX 78504 (956) 682-3677



TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

. 1201 E. Expressway 83 Mission, Texas 78572 (956) 424-7898

TRAFFIC MANAGEMENT SYSTEM

STA. 1116+00 TO STA. 1126+00

#### Ramon,

I wanted to keep you in the loop regarding the arch site disturbance. THC has been notified of the disturbance and are requesting a meeting to discuss the issue. Could you let me know when would be a good time for this discussion? We need to have all parties involved.

Dan Paredes, PE

M 713.408.3462

hdrinc.com/follow-us

From: Prociuk, Nadya <nadya.prociuk@hdrinc.com>

Sent: Friday, June 6, 2025 3:50 PM

To: Paredes, Dan <Dan.Paredes@hdrinc.com>; Saldivar Jr., Samuel <samuel.saldivar@hdrinc.com>

Cc: Overfield, Zachary <Zachary.Overfield@hdrinc.com>
Subject: RE: HCRMA 365 Toll Project update - permit #30641

Dan,

Before I respond to Mary Jo's email I want to confirm that work at the site has stopped, that the site has been marked appropriately, and that the trench will be open on Monday?

<u>@Saldivar Jr., Samuel</u> we'll need your help arranging the meeting with the RMA, D&G, and whoever else should be on the call. This team should probably meet early next week after Ben has had a chance to see the site to discuss next steps.

Thanks, Nadya

Nadya H. Prociuk, Ph.D., RPA

**M** (512) 701-5904

hdrinc.com/follow-us

From: Mary Galindo, PhD, RPA < Mary.Galindo@thc.texas.gov>

Sent: Friday, June 6, 2025 2:49 PM

To: Prociuk, Nadya <nadya.prociuk@hdrinc.com>

Cc: Saldivar Jr., Samuel <samuel.saldivar@hdrinc.com>; Overfield, Zachary <Zachary.Overfield@hdrinc.com>; Paredes, Dan <Dan.Paredes@hdrinc.com>; Scott Pletka <scott.pletka@txdot.gov>; Emily Dylla, PhD <Emily.Dylla@thc.texas.gov>

Subject: RE: HCRMA 365 Toll Project update - permit #30641

CAUTION: [EXTERNAL] 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.

#### Nadya,

Thank you for this notice about an Antiquities Code violation.

Site 41HG255 holds important information about the prehistory of LRGV, with various discrete, stratigraphically isolated prehistoric occupation surfaces (from 35 to 165 cmbs) that appear to represent multiple short-term encampments spanning the Late Prehistoric to Late Early Archaic periods. A *Rabdotus* snail collected from feature 1 in Trench 41.0 at a depth of 130 cm yielded a calibrated radiocarbon age of 4730±40 years BP (Beta-370424).

Please send the site assessment when prepared next week.

I have a few questions: Has all work at site 41HG255 stopped? Are there any orange fencing or other markings denoting the site location/sensitive area? Will the trench still be open on Monday? After the assessment, please arrange a meeting with CCRMA, D&G, and any other concerned parties to talk about mitigation and methods to prevent this from happening, again.

Mary Jo



### Mary Galindo, PhD, RPA

Archeological Project Reviewer Archeology Division

P.O. Box 12276, Austin, Texas 78711-2276

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From: Prociuk, Nadya < Nadya. Prociuk@hdrinc.com>

Sent: Friday, June 6, 2025 12:05 PM

To: Chris Ringstaff <chris.ringstaff@txdot.gov>; Mary Galindo, PhD, RPA <Mary.Galindo@thc.texas.gov>

Cc: Saldivar Jr., Samuel <samuel.saldivar@hdrinc.com>; Overfield, Zachary.Overfield@hdrinc.com>; Paredes,

Dan < Dan. Paredes@hdrinc.com>

Subject: HCRMA 365 Toll Project update - permit #30641

**CAUTION:** External Email – This email originated from outside the THC email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

### Good afternoon.

I wanted to make you aware that after a lengthy pause in site capping activity we were recently notified by HDR personnel involved in the 365 Toll Archaeological Preservation Site Monitoring project (permit #30641) that D&G, a subcontractor to HCRMA installing an ITS fiber duct, inadvertently impacted site 41HG255. Site capping at 41HG255 had been in process but paused in January of this year due to scheduling delays. HDR was not informed of the work being done by the subcontractor until after the fact, and therefore trenching proceeded across the majority of the site, through the geotextile capping material, to a depth of approximately 4 ft below surface. Please see attached photos.

An HDR archaeologist will be mobilizing to the site on Monday (6/9) in order to asses the potential impacts to the site and to document the disturbance more completely. I will update you once we have more information. Please let me know how you would like to proceed.

Thanks, Nadya

**Nadya H. Prociuk,** Ph.D., RPA (she/her) South Central Archaeology Program Lead

### **HDR**

4401 W Westgate Blvd Suite 400 Austin, TX, 78745

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# Item 1C

### HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### **AGENDA RECOMMENDATION FORM**

PLAN FINAN	D OF DIRECTORS X AGENDA ITEM 1C NING COMMITTEE DATE SUBMITTED 09/30/25 ICE COMMITTEE MEETING DATE 10/06/25 NICAL COMMITTEE
1.	Agenda Item: Resolution 2025-60 - Consideration and approval of Contract Amendmen Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work Authorization Number 8.
2.	Nature of Request: (Brief Overview) Attachments: _X_YesNo  Consideration and Approval of Contract Amendment 16 to Professional Service Agreement with HDR Engineering for Work Authorization Number 8 to the, Inc. for the 365 Tollway Project.
3.	Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4.	Budgeted: X_YesNoN/A
5.	Staff Recommendation: Motion to approve Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work Authorization Number 8.
6.	Program Manager's Recommendation:ApprovedDisapproved <u>X_None</u>
7.	Planning Committee's Recommendation:ApprovedDisapproved <u>X_None</u>
8.	Board Attorney's Recommendation:ApprovedDisapproved X_None
9.	Chief Auditor's Recommendation:ApprovedDisapprovedNone
10.	Chief Financial Officer's Recommendation: X Approved Disapproved None
11.	Development Engineer's Recommendation: X_ApprovedDisapprovedNone
12.	Chief Construction Engineer's Recommendation: X_ApprovedDisapprovedNone
13.	Executive Director's Recommendation: X ApprovedDisapprovedNone



### Memorandum

To: Pilar Rodriguez, PE, Executive Director

From: Ramon Navarro IV, P.E., Chief Construction Engineer

Date: October 1, 2025

Re: Resolution 2025-60 – Consideration and approval of Contract Amendment

Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount for Supplemental Number 7 to Work

**Authorization Number 8** 

### **GOAL**

Consideration and approval of Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase maximum payable amount.

### **BACKGROUND**

Supplemental Number 7 to Work Authorization Number 8 was originated for providing additional effort required by TxDOT and THC to assess the encroached archeological site on 365 Tollway Project (Resolution 2025-59).

### REQUEST and CONSIDERATION

Approve Resolution 2025-60 for Contract Amendment 16 to the Professional Service Agreement with HDR Engineering for the 365 Tollway project in the amount of \$120,791.30 increasing the maximum payable amount to \$7,572,401.40.

### **RECOMMENDATION**

Staff recommends Board's approval and acceptance of Resolution 2025-60.



	CMT Services
	Environmental
	Engineering HDR Engineering, Inc.
[	Geo-Technical
[	Surveying

### **CONTRACT AMENDMENT SUMMARY**

RESOLUTION 2025-60

Original Contract Amount	\$ 488,658
Amendment # 16	
Amount \$ 120,791.30	

### **Approved Amendments:**

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Resolution No.	Description	Amount			
2019-01	PSA to provide General Consultant Services	\$ 488,657.91			
2020-37	Contract Amendment 2 Due SA1WA 2 & WA 3	\$ 331,714.69			
2021-22	Contract Amendment 2 for WA 4	\$ 197,746.02			
2021-52	Contract Amendment 3 for WA 5 & WA 6	\$ 389,468.97			
2022-12	Contract Amendment 4 for WA 7	\$ 119,970.68			
	Subtotal from Cont. Page	\$ 5,924,051.83			
	Contract Amount	\$ 7,451,610.10			
Proposed Amendment					
2025-60	Contract Amendment 16 for SA7 to WA8	\$ 120,791.30			

### **Goal and Options:**

Resolution 2025-60 – Consideration and approval of Contract Amendment Number 16 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Supplemental Number 7 to Work Authorization Number 8.

Staff is recommending approval of this request in the amount of \$120,791.30 for a Revised Maximum Payable Amount of 7,572,401.40

Resolution No.	Description	Amount
2022-23	Contract Amendment 5 for WA8	\$ 1,244,594.55
2022-53	CA 6 for SA2 for WA3 & SA1 for WA4	\$ 174,053.41
2023-08	CA 7 - revised rates for GEC & PM for 365 Toll	\$ 0.00
2023-17	Contact Amendment 8 for SWA3 for WA3	\$ 289,198.08
2023-29	Contract Amendment 9 for SA1 to WA8 & WA9	\$ 1,654,929.39
2023-45	Contract Amendment 10 for SA2 to WA8	\$ 600,995.66
2024-31	Contract Amendment 11 for SA3 to WA8	\$ 1,009,480.30
2025-14	Contract Amendment 12 for SA4 to WA8	\$ 447,385.83
2025-23	Contract Amendment 13 for WA10	\$ 99,870.52
2025-32	Contract Amendment 14 for SA5 to WA8	\$ 13,375.41
2025-50	Contract Amendment 15 for SA6 to WA8	\$ 390,168.68

### HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### BOARD RESOLUTION No. 2025-60

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 16 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. TO INCREASE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 7 TO WORK AUTHORIZATION NUMBER 8.

THIS RESOLUTION is adopted this 6<sup>th</sup> day of October 2025, 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 February 22, 2022 the Authority approved Resolution 2022-12 Approval of Contract Amendment 4 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,407,587.59 to \$1,527,558.27 for a total increase of \$119,970.68 for Work Authorization No. 7; and

WHEREAS, 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 March 22, 2022 the Authority approved Resolution 2022-23 – Consideration and Approval of Contract Amendment Number 5 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount from 1,527,558.27 to 2,772,152.82 for a total increase of 1,244,594.55 for Work Authorization No. 8; 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 2022-50 Work Authorization 2 Supplemental Agreement 4 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension through June 30,2023 for general engineering consulting services for project letting management and oversight on the Hidalgo County Regional Mobility Authority 365 Toll project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-52 Work Authorization 4 Supplemental Agreement 1 to the Professional Ser vice Agreement with HDR Engineering, Inc. for an increase of \$85,846.48 for advanced schematic development and coordinate meetings between railroad companies, HCRM, and other local agencies related to the interaction of rail and highway operations within the IBTC Corridor; 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 December 13, 2022 the Authority approved Resolution 2022-65 approved Work Authorization Number 7 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-66 approved Work Authorization Number 5 Supplemental Number 1 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority extending performance date to December 31, 2023; 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 March 28, 2023 the Authority approved Resolution 2023-17 approving of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization Number 3 in the amount of \$289,198.08; and

WHEREAS on June 27, 2023 the Authority approved Resolution 2023-25 approving of Work Authorization Number 4 Supplemental Number 2 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 June 27, 2023 the Authority approved Resolution 2023-26 approving of Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering for an increase of \$227,058.56 for adding Aquatic life relocation services, wetland boundary survey services, and additional HDR project management services for the 365 Tollway; 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 June 27, 2023 the Authority approved Resolution 2023-29 approving of Contract Amendment Number 9 to the Professional Service Agreement with HDR Engineering, Inc., to increase the maximum payable amount for Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 in the aggregate amount of \$1,654,929.39 for a revised contract amount of \$4,890,333.70; 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 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 site; and

WHEREAS, on June 25, 2024 the Authority approved Resolution 2024-30 approving of Work Authorization Number 8 Supplemental Number 3 to the Professional Service Agreement with HDR Engineering for construction management of the 365 Tollway in the amount of \$1,009,480.30; and

WHEREAS, on June 25, 2024 the Authority approved 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; and

WHEREAS, on February 25, 2025, the Authority approved Resolution 2025-13 for Work Authorization Number 8 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering to provide construction inspection services for the 365 Tollway construction project in the amount of \$447,385.83; and

WHEREAS, on February 25, 2025, the Authority approved Resolution 2025-14 for Contract Amendment 12 to the Professional Service Agreement with HDR Engineering for Work Authorization 8 Supplemental Number 4 to provide construction inspection services for the 365 Tollway construction project in the amount of \$447,385.83 increasing the maximum payable amount to \$6,948,195.49; and

WHEREAS, on March 25, 2025 the Authority approved Resolution 2025-22 for Work Authorization Number 10 to the Professional Service Agreement with HDR Engineering to provide public outreach and marketing services for the 365 Tollway project in the amount of \$99,870.52; and

WHEREAS, on March 25, 2025 the Authority approved Resolution 2025-23 for Contract Amendment 13 to the Professional Service Agreement with HDR Engineering for Work Authorization 10 to provide public outreach and marketing services for the 365 Tollway project in the amount of \$99,870.52 increasing the maximum payable amount to \$7,048,066.01; and

WHEREAS, on May 27, 2025 the Authority approved Resolution 2025-31 for Supplemental Number 5 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to construction management services for the 365 Tollway project in the amount of \$13,375.41; and

WHEREAS, on May 27, 2025 the Authority approved Resolution 2025-32 for Contract Amendment 14 to the Professional Service Agreement with HDR Engineering for Work Authorization 8 Supplemental 5 to provide construction management services for the 365 Tollway project in the amount of \$13,375.41 increasing the maximum payable amount to \$7,061,441.42; and

WHEREAS, on July 22, 2025 the Board approved Resolution 2025-49 for Supplemental Number 6 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to provide construction management services for the 365 Tollway project in the amount of \$390,168.68; and,

WHEREAS, the Authority finds it necessary to approve Resolution 2025-59 for Supplemental Number 7 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering to provide for archeological site assessment as part of for the 365 Tollway project for \$120,791.30,; and

WHEREAS, the Authority finds it necessary to approve Resolution 2025-60 for Contract Amendment 16 to the Professional Service Agreement with HDR Engineering for Work Authorization 8 Supplemental 7 to provide for archeological site assessment services for the 365 Tollway project increasing the maximum payable \$7,451,610.10 to \$7,572,401.40.

\*\*\*\*

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves of Resolution 2025-60, Contract Amendment 16 increasing maximum payable amount \$120,791.30 for Work Authorization Number 8. with HDR Engineering for general engineering services, hereto attached as Exhibit A; and
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment 16 to the Professional Services Agreement with HDR increasing the maximum payable amount to \$7,572,401.40.

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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 6 <sup>th</sup> day of		
October 2025, at which meeting a quorum was present.		

obert L. Lozano, Chairman
Juan Carlos Del Angel, Secretary/Treasurer

### EXHIBIT A

# CONTRACT AMENDMENT 16 TO WORK TO THE PROFESSIONAL SERVICE AGREEMENT FOR

GENERAL ENGINEERING CONSULTANT SERVICES

BETWEEN
E HIDALGO COUNTY REGIONAL MODILITY AUTHOR

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND HDR ENGINEERING, INC.

### CONTRACT AMENDMENT NUMBER 16 TO PROFESSIONAL SERVICES AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES

THIS CONTRACT AMENDMENT NUMBER 16 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 March 31, 2026.

### **Article III Compensation**

Article III Compensation shall be amended to increase the amount payable under this contract from \$7,451,610.10 to \$7,572,401.40 for a total increase of \$120,791.30 due to additional scope and effort outlined in Supplemental Work Authorization No. 7 to Work Authorization No. 8.

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

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

THE GEC	THE AUTHORITY
(Signature)	(Signature)
(Printed Name)	(Printed Name)
(Title)	(Title)
(Date)	(Date)