

# **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

## **NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS**

**DATE:** TUESDAY, APRIL 22, 2025  
**TIME:** 5:30 PM  
**PLACE:** PHARR CITY HALL  
2<sup>nd</sup> FLOOR CITY COMMISSION CHAMBERS  
118 SOUTH CAGE BLVD.  
PHARR, TEXAS 78577

**PRESIDING: ROBERT L. LOZANO, CHAIRMAN**

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

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### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

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

1. Review of Fiscal Year 2024 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
2. Review of Fiscal Year 2024 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.
3. Review of the Quarterly Investment Report for the Period Ending March 31, 2025.

### **ADJOURNMENT OF WORKSHOP**

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

### **PROCLAMATION**

**Francisco “Frank” Pardo, (February 2019 to February 2025)**

### **PUBLIC COMMENT**

#### **1. CHAIRMAN’S REPORT**

- A. Western Hidalgo County Loop System Development.
- B. Report on Presentation to Hidalgo County Commissioners Court.
- C. Community Outreach.

#### **2. STAFF REPORTS**

- A. Report on Program Management Activity for the 365 Tollway Project – Ruben Alfaro, HCRMA
- B. Report on Construction Activity for the 365 Tollway Project – Ramon Navarro IV, HCRMA
- C. Report on TxDOT Financial Audit for the 365 Tollway Project – Pilar Rodriguez, HCRMA

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

- A. Approval of Minutes for the Regular Board Meeting held March 25, 2025.
- B. Approval of Project & General Expense Report for the period from March 8, 2025 to April 4, 2025
- C. Approval of Financial Reports for February 2025.
- D. Approval of Quarterly Investment Report for the Period Ending March 31, 2025.
- E. Resolution 2025-25 –Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.

**4. REGULAR AGENDA**

- A. Resolution 2025-26 –Consideration and Approval of Fiscal Year 2024 Financial Statement and Independent Auditors Report for the Hidalgo County Regional Mobility Authority.
- B. Resolution 2025-27 – Consideration and Approval of Fiscal Year 2024 Annual Compliance Report for the Hidalgo County Regional Mobility Authority.
- C. Resolution 2025-28 – Consideration and Approval of Standard Utility Agreement with Magic Valley Electric Cooperative for participation in Relocation of electrical line at for the 365 Tollway Project.
- D. Resolution 2025-29 Consideration and Approval of Contract Amendment Number 2 to the Professional Service agreement with SWG Engineering to increase maximum payable amount and time extension to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as per the 365 Tollway Project.

**5. TABLED ITEMS**

- A. None.

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

- A. Consultation with Attorney on legal issues pertaining to the advance project development of the 365 Tollway Segment 4, Section "A" West and Section "C" of the Hidalgo County Loop System (Section 551.071 T.G.C.).
- B. Consultation with Attorney on legal issues pertaining to a Memorandum of Understanding between the Hidalgo County Regional Mobility Authority and Hidalgo County for Section "A" West (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to ERCOT and AEP Transmission relocation of utility lines for the 365 Tollway Project (Section 551.071 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the Joint Use Agreement between Hidalgo County Irrigation District Number 2 and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project (Section 551.071 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to Change Order Number 1-13 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (Section 551.071 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (Section 551.071 T.G.C.).



- G. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Inspection, Engineering, Surveying and Environmental Services to include construction material testing (Section 551.071 T.G.C.).
- H. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- I. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- J. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).
- K. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).
- L. Consultation with Attorney on legal issues pertaining to rule making guidance for Board appointments (Section 551.071 T.G.C.).

#### **ADJOURNMENT OF REGULAR MEETING**

#### **CERTIFICATION**

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://www.hcrma.net)) and the bulletin board in the Hidalgo County 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 16<sup>th</sup> day of **April 2025** at **5:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz  
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.

# Workshop

## Item 1

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  1  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/15/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – REVIEW OF FISCAL YEAR 2024 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Review of annual Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2024. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Presentation only.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
11. Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:      Approved      Disapproved   X   None

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# Workshop

## Item 2

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/15/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 2 – REVIEW OF FISCAL YEAR 2024 COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Review of Annual Compliance Report for Fiscal Year 2024. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G (Regional Mobility Authority and Audits), as amended
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Review only.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
11. Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:      Approved      Disapproved   X   None



# Hidalgo County Regional Mobility Authority

## Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G  
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<b><i>Rule §26.61 Written Reports:</i></b>		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2025 Operating & Capital Budget on December 17, 2024.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus revenue at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2024 financial statement and independent audit on April 22, 2025, which included a review of investment transactions.
<b><i>Rule §26.62 Annual Audit:</i></b>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2024 financial statement and independent audit on April 22, 2025.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
<b><i>Rule §26.63 Other Reports to Counties and Cities:</i></b>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at <a href="http://www.hcrma.net">www.hcrma.net</a> .
<b><i>Rule §26.64 Operating Records:</i></b>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

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# Workshop

## Item 3

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
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AGENDA ITEM       3        
DATE SUBMITTED   04/15/2025    
MEETING DATE   04/22/2025  

1. Agenda Item: **WORKSHOP ITEM 3 – QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING MARCH 31, 2025.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Presentation of the quarterly investment report.
2. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Report Only.**
6. Planning Committee's Recommendation:      Approved      Disapproved   X   None
7. Board Attorney's Recommendation:      Approved      Disapproved   X   None
8. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
9. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
10. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
11. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
12. Executive Director's Recommendation:      Approved      Disapproved   X   None



**Board of Directors**

**Robert L. Lozano, Chairman**

**Ezequiel Reyna, Jr., Vice-Chairman**

**Juan Carlos Del Ángel, Secretary/Treasurer**

**Jose Maria "Joe" Ochoa, Director**

**Roel "Roy" Rodriguez, P.E., Director**

**Sergio Saenz, Director**

**Michael J. Williamson, Director**

April 9, 2025

To: Robert L. Lozano, Chairman  
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending March 31, 2025 Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter investment disbursements totaled \$28,530,976 consisting primarily of project construction and related activities. Other sources included: internal transfers-in totaling \$1,939,363; contributions: (TxDOT Grant)--\$4,669,940; and total interest earned was \$1,547,664.

The PFIA also requires that the report contains a Statement of Compliance, signed by the Investment Officer, as presented below:

**STATEMENT OF COMPLIANCE**

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officers:

  
Pilar Rodriguez, Investment Officer

  
Jose H. Castillo, Investment Officer

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**QUARTERLY INVESTMENT SUMMARY REPORT**  
**Quarter Ending March 31, 2025**

	<b>Local Govt. Investment Pool</b>	<b>Government (Federated) Securities</b>	<b>Total</b>
<b>COST</b>			
Beginning Balance	\$ 133,303,148	\$ 18,053,921	\$ 151,357,069
Additions:			
Interfund Transfers-in(net)	-	1,939,363	1,939,363
Contributions	-	4,669,940	4,669,940
Investment earnings-LOGIC	1,366,673	-	1,366,673
Investment earnings-Wilmington Trust	-	180,991	180,991
Deductions:			-
Construction and related expenses	<u>(19,518,382)</u>	<u>(9,012,594)</u>	<u>(28,530,976)</u>
Ending Balance	<u>\$ 115,151,439</u>	<u>\$ 15,831,621</u>	<u>\$ 130,983,060</u>

\*Transfer of funds between Wilmington and Logic accounts.

<b>MARKET VALUE</b>			
Beginning Balance	<u>\$ 136,281,159</u>	<u>\$ 15,099,346</u>	<u>\$ 151,380,505</u>
Ending Balance	<u>\$ 115,164,797</u>	<u>\$ 15,831,621</u>	<u>\$ 130,996,418</u>

\*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

Weighted Average Maturity- Logic/Gov. Sec.	44	30
Logic/Gov Sec. Weighted Average Yield	4.50%	4.01%

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**HOLDINGS BY INVESTMENTS**  
**QUARTERLY INVESTMENT REPORT**  
**Quarter Ending March 31, 2025**

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund Transfers/ Contributions	Disbursements	Ending Cost	Market Value
<b>Local Govt. Investment Pool:</b>							
Contingency: #2731494001	9,353,509	-	105,829	750,000	-	10,209,338	
Road Maintenance: #2731494002	1,129,517	-	12,581	-	-	1,142,098	
<b>Total Local Govt. Investment Pool</b>	<u>\$ 10,483,026</u>	<u>\$ -</u>	<u>\$ 118,410</u>	<u>\$ 750,000</u>	<u>\$ -</u>	<u>\$ 11,351,436</u>	<u>\$ -</u>
<b>Government Securities (Federated Govt Obligations):</b>							
General FD #154037-003 & #7731494007	\$ 6,467,313	\$ 3	\$ 62,959	\$ (3,713,992)	\$ -	\$ 2,816,283	
Debt Service Fund 2020: #143255-001	216,306	3,867	-	1,189,363		1,409,536	
Debt Service Account Sr Rev Bonds #154037-000	6	157		(163)		-	
Debt Service Account #154037-001	720,213	7,467		2,569,548		3,297,228	
Debt Service Account #154038-000	330,555	3,636		(333,189)		1,002	
Debt Service Account #154038-001	551	365		1,477,795	-	1,478,711	
DSRF Account #154037-002 & #7731494006	13,689,088	4	152,464	-	-	13,841,556	
DSRF Account #154038-002 & #7731494005	6,173,857	3	68,761	-	-	6,242,621	
Project Account #154037-006 & #7731494009	13,051,197	9,418	28,603	-	(13,085,271)	3,947	
Project Account #154038-003 & #7731494010	2	-	-	-	-	2	
Disbursement Account: #106912-006 & #7731494008	100,224,956	156,071	935,476	4,669,940	(15,445,705)	90,540,738	
<b>Total Government Securities</b>	<u>\$ 140,874,044</u>	<u>\$ 180,991</u>	<u>\$ 1,248,263</u>	<u>\$ 5,859,302</u>	<u>\$ (28,530,976)</u>	<u>\$ 119,631,624</u>	<u>\$ -</u>
<b>Combined Totals</b>	<u>\$ 151,357,070</u>	<u>\$ 180,991</u>	<u>\$ 1,366,673</u>	<u>\$ 6,609,302</u>	<u>\$ (28,530,976)</u>	<u>\$ 130,983,060</u>	<u>\$ -</u>

\*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

**Wilmington Trust Investments Detail Activity  
Quarter Ending March 31, 2025**

**HIDALGO CO RMA 2020 DS FUND #143255-001**

		Wilmington	Income LOGIC		Interfund		Ending
Debt Svc.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	216,306	949	-	-	196,637	-	413,892
February	413,892	1,129	-	-	661,817	-	1,076,838
March	1,076,838	1,789	-	-	330,909	-	1,409,536
		<u>3,867</u>	<u>-</u>	<u>-</u>	<u>1,189,363</u>	<u>-</u>	

**CONTINGENCY ACCOUNT-LOGIC #2731494001**

		Wilmington	Income LOGIC		Interfund		Ending
Contingency:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	9,353,509	-	36,053	-	-	-	9,389,562
February	9,389,562	-	32,412	-	-	-	9,421,974
March	9,421,974	-	37,364	-	750,000	-	10,209,338
		<u>-</u>	<u>105,829</u>	<u>-</u>	<u>750,000</u>	<u>-</u>	

**ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002**

		Wilmington	Income LOGIC		Interfund		Ending
Road Maint.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	1,129,517	-	4,354	-	-	-	1,133,871
February	1,133,871	-	3,914	-	-	-	1,137,785
March	1,137,785	-	4,313	-	-	-	1,142,098
		<u>-</u>	<u>12,581</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HIDALGO CO RMA DISBURSEMENT ACCT #106912-006 & LOGIC #7731494008**

		Wilmington	Income LOGIC		Interfund		Ending
Disbursement:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	100,224,956	49,909	333,007	3,782,173	-	(1,450)	104,388,595
February	104,388,595	49,906	296,987	887,767	-	(6,431,661)	99,191,594
March	99,191,594	56,256	305,482	-	-	(9,012,594)	90,540,738
		<u>156,071</u>	<u>* 935,476</u>	<u>4,669,940</u>	<u>-</u>	<u>(15,445,705)</u>	

**HCRMA SR LIEN 2022A REV BDS ACCT. #154037-000**

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	6	156	-	-	-	-	162
February	162	1	-	-	(163)	-	-
March	-	-	-	-	-	-	-
		<u>157</u>	<u>-</u>	<u>-</u>	<u>(163)</u>	<u>-</u>	

**HCRMA SR LIEN 2022A DS ACCT. #154037-001**

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	720,213	2,761	-	-	-	-	722,974
February	722,974	2,478	-	-	162	-	725,614
March	725,614	2,228	-	-	2,569,386	-	3,297,228
		<u>7,467</u>	<u>-</u>	<u>-</u>	<u>2,569,548</u>	<u>-</u>	



**Wilmington Trust Investments Detail Activity**  
**Quarter Ending March 31, 2025**

**HCMA SR LIEN 2022A DSRF #154037-002 & LOGIC #7731494006**

DSRF Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	13,689,088	2	52,762	-	-	-	13,741,852
February	13,741,852	1	47,434	-	-	-	13,789,287
March	13,789,287	1	52,268	-	-	-	13,841,556
		<u>4</u>	<u>152,464</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA JR LIEN 2022B DS ACCT #154038-001**

DS Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	551	2	-	-	-	-	553
February	553	2	-	-	333,188	-	333,743
March	333,743	361	-	-	1,144,607	-	1,478,711
		<u>365</u>	<u>-</u>	<u>-</u>	<u>1,477,795</u>	<u>-</u>	

**HCMA JR LIEN 2022B DSRF #154038-002 & LOGIC #7731494005**

DSRF Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	6,173,857	1	23,796	-	-	-	6,197,654
February	6,197,654	1	21,393	-	-	-	6,219,048
March	6,219,048	1	23,572	-	-	-	6,242,621
		<u>3 *</u>	<u>68,761</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA SR LIEN 2022A PROJECT FD #154037-006 & LOGIC #7731494009**

Project Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	13,051,197	8,546	25,258	-	-	(12,013,870)	1,071,131
February	1,071,131	728	3,273	-	-	(1,051,331)	23,801
March	23,801	144	72	-	-	(20,070)	3,947
		<u>9,418 *</u>	<u>28,603</u>	<u>-</u>	<u>-</u>	<u>(13,085,271)</u>	

**HCMA JR LIEN 2022B PROJECT FD #154038-003 & LOGIC #7731494010**

Project Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	2	-	-	-	-	-	2
February	2	-	-	-	-	-	2
March	2	-	-	-	-	-	2
		<u>- *</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA JR LIEN REV BDS 2022B #154038-000**

Rev Bds 2022B	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	330,555	1,265	-	-	123,196	-	455,016
February	455,016	1,369	-	-	(456,385)	-	-
March	-	1,002	-	-	-	-	1,002
		<u>3,636</u>	<u>-</u>	<u>-</u>	<u>(333,189)</u>	<u>-</u>	

**HCMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007**

General FD Account	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	6,467,313	1	24,927	-	-	-	6,492,241
February	6,492,241	1	22,409	-	-	-	6,514,651
March	6,514,651	1	15,623	-	(3,713,992)	-	2,816,283
		<u>3 *</u>	<u>62,959</u>	<u>-</u>	<u>(3,713,992)</u>	<u>-</u>	

\*Note-Logic interest earned on HCMA's funds held by Trustee (Wilmington Trust)

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# Item 1

## CHAIRMAN'S REPORT

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## AGENDA RECOMMENDATION FORM

**BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE**

**X**

AGENDA ITEM	DATE SUBMITTED	MEETING DATE
-------------	----------------	--------------

1  
4/14/2025  
4/22/2025

1. Agenda Item: **CHAIRMAN'S REPORT.**
2. Nature of Request: (Brief Overview) Attachments: ☐ Yes ☒ No  

---
3. Policy Implication: 

---
4. Budgeted: ☐ YES ☐ No ☒ N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation: ☐ Approved ☐ Disapproved ☒ None
7. Planning Committee's Recommendation: ☐ Approved ☐ Disapproved ☒ None
8. Board Attorney's Recommendation: ☐ Approved ☐ Disapproved ☒ None
9. Chief Auditor's Recommendation: ☐ Approved ☐ Disapproved ☒ None
10. Chief Financial Officer's Recommendation: ☐ Approved ☐ Disapproved ☒ None
10. Chief Development Engineer's Recommendation: ☐ Approved ☐ Disapproved ☒ None
11. Chief Construction Engineer's Recommendation: ☐ Approved ☐ Disapproved ☒ None
12. Executive Director's Recommendation: ☐ Approved ☐ Disapproved ☒ None

**HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY  
CHAIRMAN'S REPORT  
Tuesday, April 22, 2025**

- A. Western Hidalgo County Loop System Development.
- B. Report on Presentation to Hidalgo County Commissioners Court.
- C. Community Outreach.

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Item 2A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2A    
04/14/2025  
04/22/2025

TECHNICAL COMMITTEE

1. Agenda Item: **REPORT ON PROGRAM MANAGEMENT ACTIVITY FOR 365 TOLLWAY PROJECT AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Report on Overweight Permits Activity, briefing on development activities.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Report Only**
6. Program Manager's Recommendation:    Approved    Disapproved   X   None
7. Planning Committee's Recommendation:    Approved    Disapproved   X   None
8. Board Attorney's Recommendation:    Approved    Disapproved   X   None
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
10. Chief Development Engineer's Recommendation:   X   Approved    Disapproved    None
11. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved    Disapproved    None





## **HCRMA Board of Directors**

**Robert L. Lozano, Chairman**

**Ezequiel Reyna, Jr., Vice-Chairman**

**Juan Carlos Del Angel, Secretary/Treasurer**

**Jose Maria “Joe” Ochoa, Director**

**Roel “Roy” Rodriguez, P.E., Director**

**Sergio Saenz, Director**

**Michael J. Williamson, Director**

## **HCRMA Administrative Staff**

**Pilar Rodriguez, PE, Executive Director**

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

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

**Jose Castillo, Chief Financial Ofcr.**

**Ruben Alfaro, PE, CFM, PMP, Development Engineer**

**General Engineering Consultant**  
**HDR ENGINEERING, INC.**

## **Report on HCRMA Development Activities**

**Ruben Alfaro, PE, CFM, PMP**  
**Development Engineer**





- ❑ Overweight Permit Summary
- ❑ Development Updates

### **MISSION STATEMENT:**

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



## Specialized Overweight Permits

Hidalgo County allows shippers to securely order specialized overweight permits online. The permits cover travel over the Hidalgo County roads listed below for vehicles weighing no more than the Mexican Legal Weight Limit or 125,000 lbs. For a more detailed explanation, see below.

### Permit Information

The Hidalgo County Regional Mobility Authority (HCRMA) administers the overweight permit corridor system for the Hidalgo County. Overweight permits issued through the HCRMA are only valid for destinations originating from the following points of entry:

- Anzalduas Bridge
- Pharr-Reynosa Bridge
- Donna-Rio Bravo Bridge
- Progreso Bridge

Or for movement on the following roads:

- (1) U.S. Highway 281 between its intersection with Pharr-Reynosa International Bridge and its intersection with State Highway 336.
- (2) State Highway 336 between its intersection with U.S. Highway 281 and its intersection with Farm-to-Market Road 1016.
- (3) Farm-to-Market Road 1016 between its intersection with State Highway 336 and its intersection with Trinity Road.
- (4) Trinity Road between its intersection with Farm-to-Market Road 1016 and its intersection with Farm-to-Market Road 396.
- (5) Farm-to-Market Road 396 between its intersection with Trinity Road and its intersection with the Anzalduas International Bridge.
- (6) Farm-to-Market Road 2061 between its intersection with Farm-to-Market Road 3072 and its intersection with U.S. Highway 281.
- (7) U.S. Highway 281 between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (8) Spur 29 between its intersection with U.S. Highway 281 and its intersection with Doffin Canal Road.
- (9) Doffin Canal Road between its intersection with the Pharr-Reynosa International Bridge and its intersection with Spur 29.
- (10) FM 2557 (Stewart Road) from US 281/Military Highway to Interstate 2 (US 83).
- (11) FM 3072 (Dicker Road) from Veterans Boulevard ('I' Road) to Cesar Chavez Road.
- (12) US 281 (Cage Boulevard) from US 281/Military Highway to Anaya Road.
- (13) US 281/Military Highway from Spur 29 to FM 1015.
- (14) Farm to Market 1015 - Progreso International Bridge to Mile 9 North.
- (15) US 83 Business - Farm to Market 1015 to South Bridge Avenue.
- (16) Doffing Road from the BSIF Exit at Spur 29 south and then east a distance of 0.8 miles.

The gross weight of cargo and equipment shall not exceed the allowable permissible axle load, the Mexican Legal Weight Limit or 125,000 lbs, whichever is less, and the dimensions of the load and vehicle shall not exceed 12ft wide, 16ft high, or 110ft long.



# OVERWEIGHT / OVERSIZE CORRIDOR SEGMENTS







# MONTHLY OVERWEIGHT REPORT:

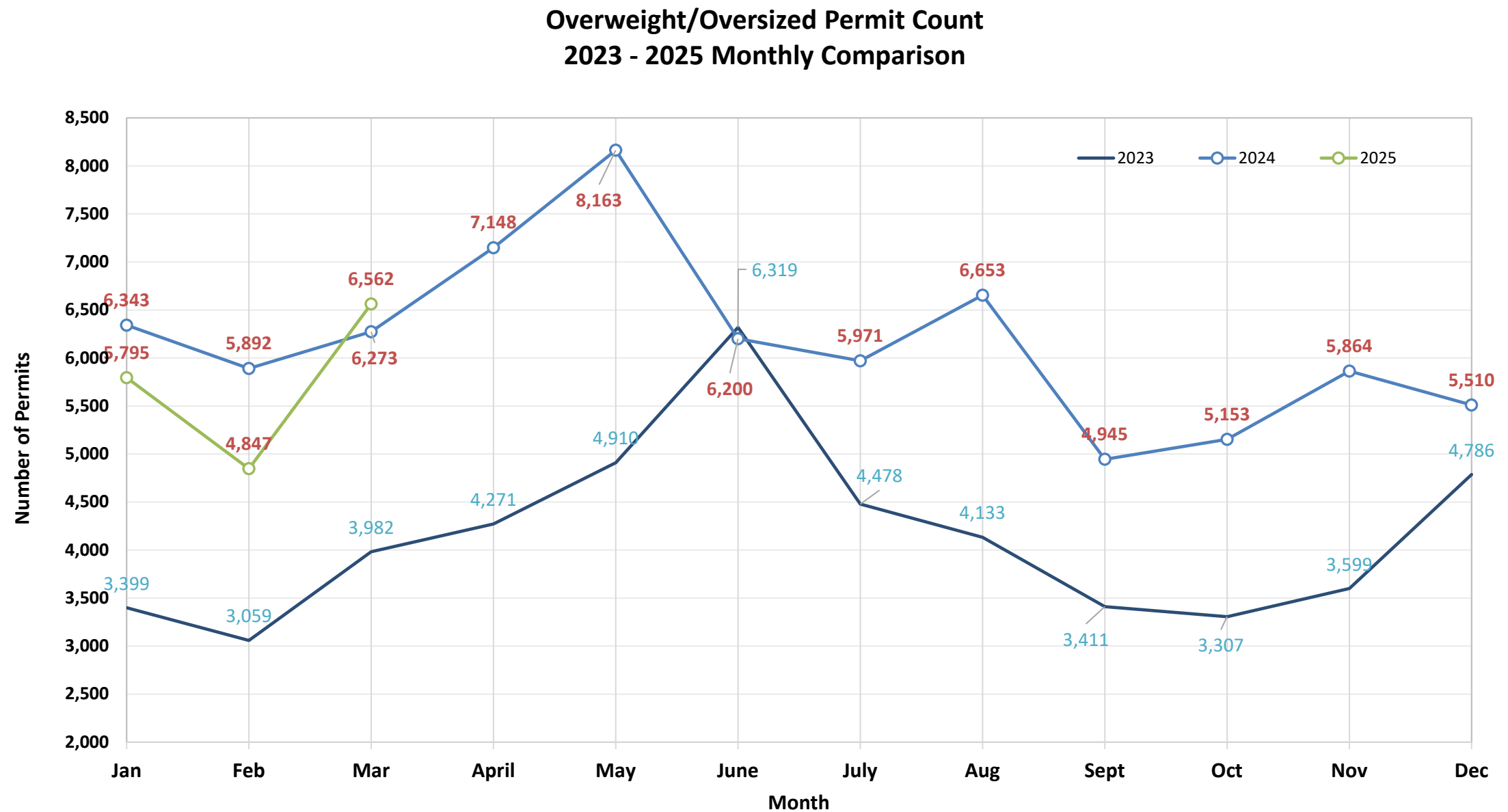
## March 1, 2025 – March 31, 2025

<b>Total Permits Issued:</b>	<b>6,562</b>
<b>Total Amount Collected:</b>	<b>\$ 1,339,826</b>
■ <b>Convenience Fees:</b>	<b>\$ 27,426</b>
■ <b>Total Permit Fees:</b>	<b>\$ 1,312,400</b>
– Pro Miles:	\$ 19,686
– TxDOT (On system):	\$ 1,100,119
– Local (Off system):	\$ 15,421
– HCRMA:	\$ 177,174

\*Effective November 13, 2017, permit fee increased from \$80 to \$200



# Latest 3-Years monthly permit Comparison



# YEARLY OVERWEIGHT REPORT:

January 1, 2025 – March 31, 2025

<b>Total Permits Issued:</b>	<b>17,204</b>
<b>Total Amount Collected:</b>	<b>\$ 3,515,752</b>
■ <b>Convenience Fees:</b>	<b>\$ 74,952</b>
■ <b>Total Permit Fees:</b>	<b>\$ 3,440,800</b>
– Pro Miles:	\$ 51,612
– TxDOT (On system):	\$ 2,884,250.60
– Local (Off system):	\$ 40,429.40
– HCRMA:	\$ 464,508

\*Effective November 13, 2017, permit fee increased from \$80 to \$200



# ACCUMULATED OVERWEIGHT REPORT:

January 1, 2014 – March 31, 2025

<b>Total Permits Issued:</b>	<b>406,027</b>
<b>Total Amount Collected:</b>	<b>\$ 71,750,312.00</b>
■ <b>Convenience Fees:</b>	<b>\$ 1,430,712.00</b>
■ <b>Total Permit Fees:</b>	<b>\$ 70,319,600.00</b>
– Pro Miles:	\$ 1,192,251.00
– TxDOT (On system):	\$ 59,699,174.60
– Local (Off system):	\$ 72,485.75
– HCRMA:	\$ 9,355,689.00

PASSED THE 400K  
PERMITS MARK!!





## DEVELOPMENT UPDATES:

- Environmental Services RFQ under review by TxDOT (for sections C, E and F.)
- Meeting with Environmental Consultant for 365 Toll segment 4 to assess needs for refresher.
- Staff Meeting to review MOU with County and city officials for section A.
- Meeting with City of Weslaco for Extension of existing overweight/Oversize corridor in their city limits.



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Item 2B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

  X    
\_\_\_\_\_  
\_\_\_\_\_  
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AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  2B    
04/19/2025  
04/22/2025

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



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## **BOARD OF DIRECTORS MEETING APRIL 2025**

### **HCRMA Board of Directors**

**Robert L. Lozano, Chairman**

**Ezequiel Reyna, Jr., Vice Chairman**

**Juan Carlos Del Angel, Secretary / Treasurer**

**Jose Maria "Joe" Ocha, Director**

**Roel "Roy" Rodriguez, PE, Director**

**Sergio Saenz, Director**

**Michael J. Williamson, Director**

### **HCRMA Administrative Staff**

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**Ruben Alfaro, PE, Development Eng.**

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

**Jose Castillo, Chief Financial Off.**

### **General Engineering Consultant**

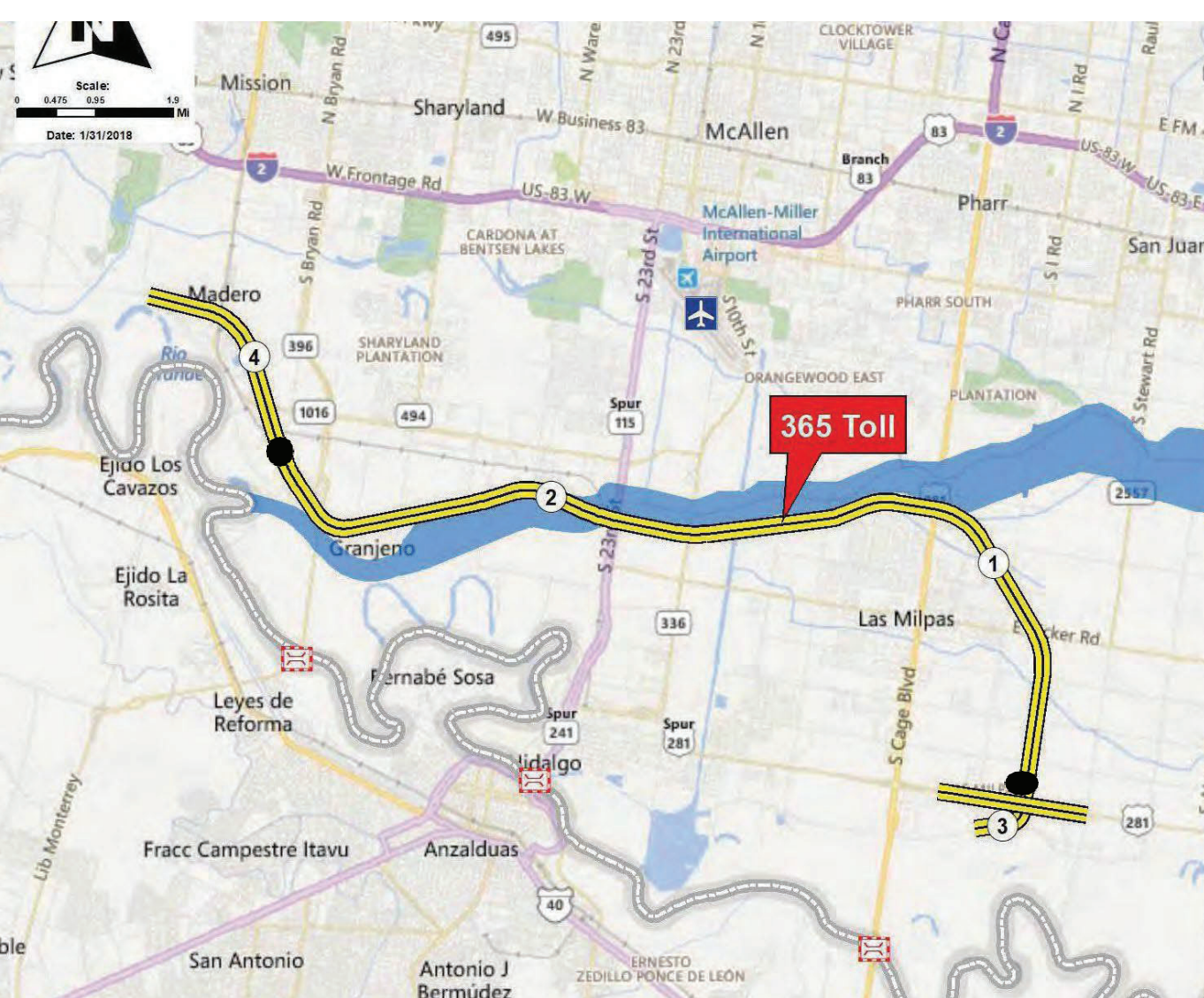
**HDR Engineering, INC.**

[www.hcrma.net](http://www.hcrma.net)

**Report on HCRMA Construction Activities  
Chief Construction Engineer – Ramon Navarro IV, PE, CFM**







## MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

**PH 1: 365 SEG. 3**

LET: 08/2015

COMPLETED

**PH 2: 365 TOLL**

**SEGS. 1 & 2**

**LET: 11/2021**

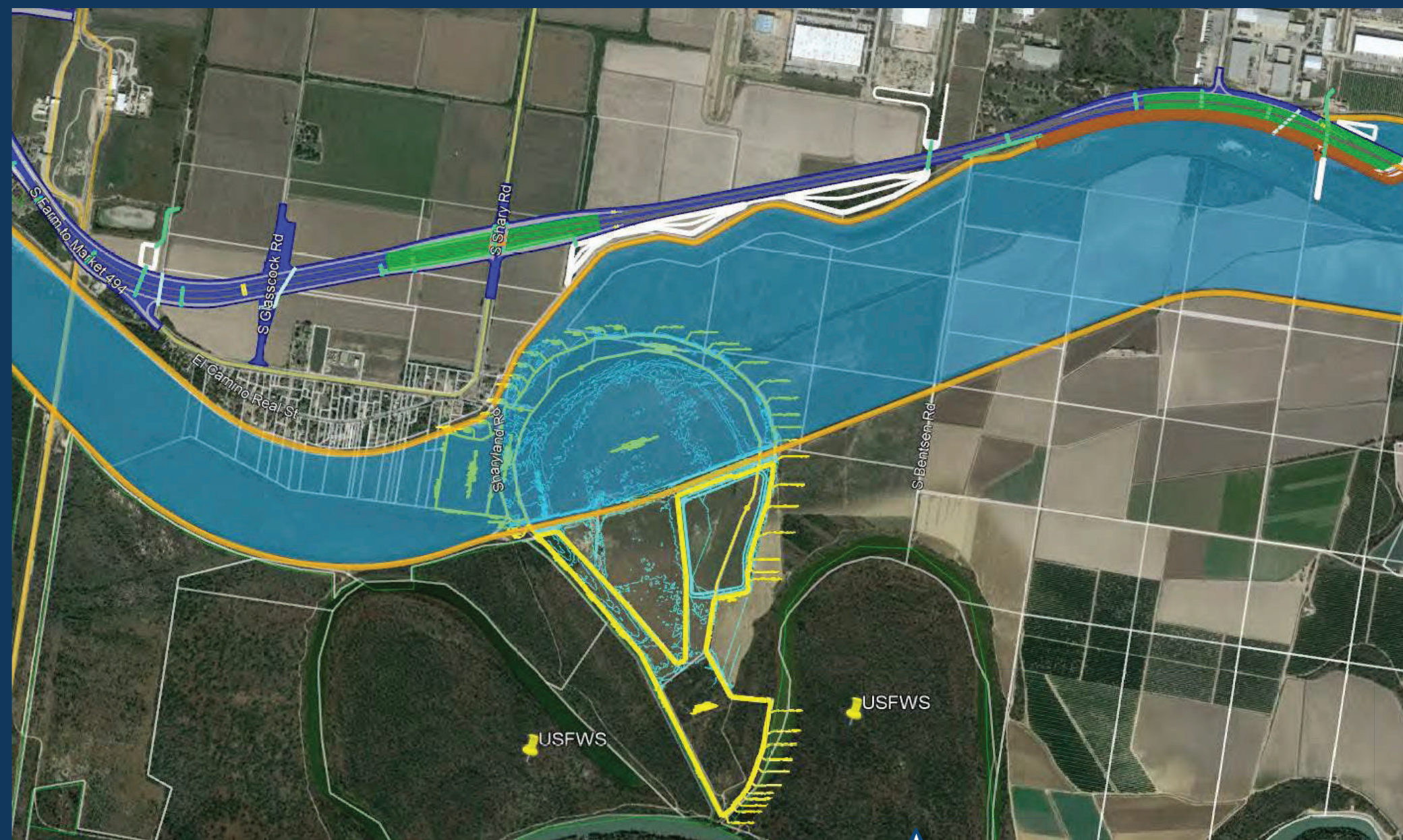
OPEN: 01/2026

[SEGS. 1 & 2] LIMITS FROM 0.8 MI. W. FM 396 / ANZ. HWY.  
TO US 281 / BSIF CONNECTOR [365 SEG. 3 COMPLETED]  
[SEG. 4 FUTURE] LIMITS FROM FM 1016 / CONWAY  
TO 0.8 MI. W. FM 396 / ANZALDUAS HIGHWAY





# WETLAND MITIGATION SITE





\*\*\*MITRES NAME CORRECTED ON APRIL 3, 2025\*\*\*

March 24, 2025

Ramon Navarro IV, PE, CFM  
Chief Construction Engineer  
203 W. Newcombe Avenue  
Pharr, TX 78577

SUBJECT: Granjeno Wetland Mitigation Site Project: Substantial Completion

Dear Mr. Navarro,

This letter serves as formal notice of HDR Engineering's (HDR) concurrence that MitRes Services, LLC (MitRes) has reached substantial completion within an acceptable timeline for the Granjeno Wetland Mitigation Site project. The contract included three substantial completion milestones: Groundwater Well and Pumping System (60 days, 11/15/24), Wetland Soil Layers-Berms-Water Delivery (120 days, 1/20/25), and Wetland Watering (150 days, 2/18/25). The following is a summary of the site and field conditions which impacted each milestone date.

**Groundwater Well and Pumping System** – The HCRMA and HDR agreed to provide MitRes 30 additional days to evaluate the cost savings concept of rehabilitating the existing groundwater well. The revised substantial completion date became 12/15/24. The existing well was not suitable for rehabilitation; therefore, MitRes proceeded to drill a new groundwater well. Well and pumping system was completed on November 25, 2024 within the 90 days for substantial completion. No liquidated damages were required since this substantial completion milestone was completed on time.

**Wetland Soil Layers-Berms-Water Delivery** – The HCRMA and HDR agreed to revise the elevations of the wetland to minimize the volume of soil import. Due to challenges with access to the IBWC levee road, the design elevations were not provided to MitRes until November 7, 2024. An additional impact was realized on November 15, 2024 when the volume of clay soil for the liner of the wetland was not present in the top five feet of the in-situ soil. A change order request was submitted on December 3, 2024 and processed on January 27, 2025 to excavate (quarry) deeper than five feet to find the quantity of clay volume required by plan for the liner. Deeper excavations and added soil management impacted the timeline for completing this milestone. The seven weeks to process the clay quarrying change order revised the substantial completion date to March 10, 2025. The clay liner was completed on 2/7/25, planting soil completed on 2/29/25, and water delivery system completed on 3/5/25. No liquidated damages were required since this substantial completion milestone was completed on time.



**Wetland Watering** – The groundwater well began a cleaning process known as well development on November 26, 2024. Full development of a well refers to the water quality and flow specified in the construction documents which for this project is 500gpm. Development of a well is highly dependent on the environment and field conditions encountered at the groundwater drilling site and renders the timeline for reaching full development extremely variable from 6 weeks to 3 months or more. MitRes has submitted their development process and list of chemicals used. It is through no lack of effort that the well has not reached full development. Planting has been completed, and MitRes has implemented a temporary watering system for the vegetative establishment. The HCRMA and HDR have reached the primary goal of beginning vegetative establishment in early Spring to increase the probability of plant survivability. The well is nearing full development, and it will be placed in full operation. HDR recommends waiving liquidated damages for this substantial completion milestone.

In summary, MitRes has encountered project challenges and worked with the HCRMA to overcome the challenges and complete the primary goal of the Granjeno Wetland Mitigation Site project. It is HDR's recommendation that liquidated damages at this time not be assessed to MitRes. Furthermore, the groundwater drill site conditions on the full well development has impacted the final completion date March 20, 2025 for the project. The City of Pharr assisted with testing a water sample collected and tested on March 13, 2025. The turbidity level reading was at 4.67 NTU's which is a favorable reading indicating the well development is near completion. HDR recommends the final completion date be extended by 4 weeks to April 18, 2025.

Sincerely,  
HDR Engineering, Inc.

A handwritten signature in blue ink, reading "Samuel Saldivar, Jr.", with a stylized flourish at the end.

Samuel Saldivar, Jr, PE  
*Civil Program Leader*

## **Wetland Mitigation Project SPEC NOTES:**

### **4.05 Delays in Contractor's Progress**

**SC-4.05.C** Amend Paragraph 4.05.C by adding the following subparagraphs:

#### ***A. Weather-Related Delays***

1. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.

2. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

a) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

1) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 of precipitation (as rain equivalent, based on the snow/rain conversion indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days .

2) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 30 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.

b) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service of National Oceanic and Atmospheric Administration weather monitoring station at McAllen, Miller International Airport (KMFE).

c) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05-C-1—Foreseeable Bad Weather Days.

d) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

#### ***4.05 Liquidated Damages***

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones:* Contractor shall pay Owner \$700 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until the three Milestones have been achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**Guidance Notes—Special Damages**

- 4.06 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

**LDs GET MENTIONED IN RETAINAGE:**

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the Thursday following the Owner's monthly Board of Directors meeting of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- C. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
1. 90 percent of the value of the Work completed (with the balance being retainage).

2. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## **SECTION 01 13 13**

### **MILESTONES**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

A. Section Includes:

1. Section describes the Work to be substantially completed to comply with Milestones indicated in the Agreement.
2. This Specifications section is not intended to describe all the Work or its constraints, interrelationships, or sequential requirements.

##### **1.2 GENERAL**

1. Contractor shall provide all labor, materials, equipment, tools, and incidentals required to perform the Work in accordance with the Contract Times provisions of the Contract Documents.
2. To achieve each Milestone indicated in this the Contract Documents, substantially complete those elements of the Work indicated starting with Article 1.2 of this Specifications Section, together with related materials, equipment, systems, and appurtenant Work and activities.
3. Comply with the General Conditions, as may be modified by the Supplementary Conditions, and other provisions of the Contract Documents, regarding partial utilization and property insurance.

##### **1.3 WORK TO ACHIEVE MILESTONES**

A. Milestone No. 1:

1. To achieve this Milestone, substantially complete the following Work:
  - a. Installation of groundwater well, pump, and housing..

B. Milestone No. 2:

1. To achieve this Milestone, substantially complete the following Work:
  - a. Excavation, embankment, and achievement of compaction requirements for wetland site soil layers indicated on drawings.
  - b. Installation of water delivery piping from groundwater well to wetland site including appurtenances for water outlet control.
  - c. Successful delivery of water from groundwater well to wetland site at required rate.

C. Milestone No. 3:

1. To achieve this Milestone, substantially complete the following Work:
  - a. Delivery of water from groundwater well to wetland site including use of temporary water sources to fill the internal wetland footprint within 90% of the design water surface elevation.

#### **PART 2 - PRODUCTS - (NOT USED)**

#### **PART 3 - EXECUTION - (NOT USED)**

**END OF SECTION**

Exhibit 5.01B – Prices Stated in Contractor’s Bid Section 00 41 13

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

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

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

Note: Subject to Change in the event a Project Revision is agreed.



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

**Contractor's Application for Payment**

<b>Owner:</b> <u>HCMA</u>	<b>Owner's Project No.:</b> <u>10334419</u>
<b>Engineer:</b> <u>Samuel Saldivar</u>	<b>Engineer's Project No.:</b> <u>10334419</u>
<b>Contractor:</b> <u>MitRes Services</u>	<b>Contractor's Project No.:</b> <u>42106</u>
<b>Project:</b> <u>Granjeño Mitigation Site</u>	
<b>Contract:</b> <u>Restoration of 23.88 acres of land, including wetland restoration.</u>	
<b>Application No.:</b> <u>007</u>	<b>Application Date:</b> <u>4/1/2025</u>
<b>Application Period:</b> From <u>3/1/2025</u> to <u>3/31/2025</u>	

1. Original Contract Price	\$ 5,850,993.87
2. Net change by Change Orders	\$ (187,915.97)
3. Current Contract Price (Line 1 + Line 2)	\$ 5,663,077.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,369,942.84
5. Retainage	
a. 10% X \$ 5,369,942.84 Work Completed =	\$ 536,994.28
b. X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 536,994.28
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,832,948.56
7. Less previous payments (Line 6 from prior application)	\$ 4,538,034.74
8. Amount due this application	\$ 294,913.82
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 830,129.34

**Contractor's Certification**

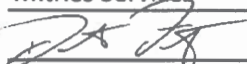
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> <u>MitRes Services</u>	
<b>Signature:</b> 	<b>Date:</b> <u>4/1/2025</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____





140 E. Tyler St., Suite 400  
Longview, TX 75601  
(903) 660-7527

# INVOICE

DATE: 3/31/2025

Invoice # 12421

Payment Application 7

BILL TO: Hidalgo County Regional Mobility Authority  
203 W Park Ave  
Pharr, TX 78577

Vendor # 193162

DATE	Description			Amount Due
March 2025	2024-004 Granjeno Wetland Mitigation Site	% Complete	Amount	
Lump Sum				
A-1	Mobilization and Demob	90.00%	0.00	
A-2	Well & Pump	75.00%	58,626.04	
A-3	Planting	100.00%	69,607.95	
A-4	Storm Water Pollution Prevention Plann	95.00%	3,172.70	
A-5	Clay Quarry	100.00%	0.00	
			Sub Total	\$131,406.69
Unit Price				
B-1	6-inch PVC Waterline	100.00%	0.00	
B-2	Excavation	100.00%	0.00	
B-3	Embankment (Planting Soil)	100.00%	0.00	
B-4	Embankment (Clay Liner)	100.00%	0.00	
B-5	Embankment (Subbase)	10.00%	0.00	
B-6	Clearing / Grubbing	100.00%	0.00	
B-7	Grate Inlet		0.00	
B-8	18-inch RCP	100.00%	0.00	
B-9	15-foot wide Access Road	100.00%	196,275.33	
			Sub Total	\$196,275.33
	Total			\$327,682.02
	Retainage	10.00%		(\$32,768.20)
	Amount Due			\$294,913.82

ACH/Wire Payments should be sent to:

Beneficiary Account Name:	Mitigation Resources of North America, LLC
Bank Name:	PNC Bank
Bank Address:	249 Fifth Avenue Pittsburgh, PA 15222
ABA Routing Number:	043000096
Account Number:	1082028772

If you have any questions concerning this invoice, contact Colten Prather at (662) 617-1302 or email colten.prather@mitigate.pro.

Approved by: \_\_\_\_\_



Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	HCRMA					Owner's Project No.:	10334419	
Engineer:	Samuel Saldivar					Engineer's Project No.:	10334419	
Contractor:	MitRes Services					Contractor's Project No.:	42106	
Project:	Granjeño Mitigation Site							
Contract:	Restoration of 23.88 acres of land, including wetland restoration.							

Application No.:	007	Application Period:	From	03/01/25	to	03/31/25	Application Date:	04/01/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
A-1	Mobilization and Demobilization	497,611.09	447,849.98	-		447,849.98	90%	49,761.11
A-2	Well and Pump - 550GPM Capacity (including site pad,	977,100.66	678,318.35	58,626.04		736,944.39	75%	240,156.27
A-3	Planting (procurement, storage, delivery, installation,	102,974.50	33,366.55	69,607.95		102,974.50	100%	-
A-4	Storm Water Pollution Prevention Plan (permitting,	63,453.98	57,108.59	3,172.70		60,281.29	95%	3,172.69
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Original Contract Totals		\$ 1,641,140.23	\$ 1,216,643.47	\$ 131,406.69	\$ -	\$ 1,348,050.16	82%	\$ 293,090.07

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	HCRMA					Owner's Project No.:	10334419	
Engineer:	Samuel Saldivar					Engineer's Project No.:	10334419	
Contractor:	MitRes Services					Contractor's Project No.:	42106	
Project:	Granjeño Mitigation Site							
Contract:	Restoration of 23.88 acres of land, including wetland restoration.							

Application No.:	007	Application Period:	From	03/01/25	to	03/31/25	Application Date:	04/01/25
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Change Orders								
A-5	Clay Quarry	1,314,717.61	1,183,245.84	131,471.77		1,314,717.61	100%	-
						-		-
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						-		-
Change Order Totals		\$ 1,314,717.61	\$ 1,183,245.84	\$ 131,471.77	\$ -	\$ 1,314,717.61	100%	\$ -
Original Contract and Change Orders								
Project Totals		\$ 2,955,857.84	\$ 2,399,889.31	\$ 262,878.46	\$ -	\$ 2,662,767.77	90%	\$ 293,090.07

## Contractor's Application for Payment

Unit Price

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	HCRMA					<b>Owner's Project No.:</b>	10334419				
<b>Engineer:</b>	Samuel Saldivar					<b>Engineer's Project No.:</b>	10334419				
<b>Contractor:</b>	MitRes Services					<b>Contractor's Project No.:</b>	42106				
<b>Project:</b>	Granjeño Mitigation Site										
<b>Contract:</b>	Restoration of 23.88 acres of land, including wetland restoration.										

<b>Application No.:</b>	007	<b>Application Period:</b>	From	03/01/25	to	03/31/25	<b>Application Date:</b> 04/01/25				
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Change Orders</b>											
B-5	Embankment (Subbase)	(99,500.00)	CY	14.79	(1,471,133.57)		-		-	0%	(1,471,133.57)
B-7	Grate Inlet	(1.00)	EA	31,500.00	(31,500.00)		-		-	0%	(31,500.00)
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<b>Change Order Totals</b>					\$ (1,502,633.57)		\$ -	\$ -	\$ -	0%	\$ (1,502,633.57)
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					\$ 2,707,220.07		\$ 2,707,175.07	\$ -	\$ 2,707,175.07	100%	\$ 45.00



## Bi-Weekly Status Report

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### HCRMA – Granjeño Mitigation Wetland Project, Hidalgo County, Texas

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4/17/2025

Granjeño Construction conference call:

Conference call between personnel from HCRMA (Ramon Navarro, Pilar Rodriguez, and Daniel Dock), HDR (Sam Saldivar and Ruben Alfaro), MitRes (Jonathan Crawford, Adam Lethco, Dustin Fitzgerald, and Bryce Fuller), and ICF (Clay Fischer). Issues of discussion included:

Change Order from MitRes to HDR/HCRMA including-

**Installation of silt fence** along western boundary to prevent debris/vegetation from flowing into wetland during floods.

**Pumping of pit** excavated to obtain clay liner material to allow seeding of pit.

**Seeding of pit** to prevent/reduce establishment of noxious invasive plants that could hinder/prevent success of wetland planting.

Receipt of email from Mr. Ramon Navarro of HCRMA requesting availability of Team to join in a call with HCRMA members.

Weekly Granjeño Construction conference call:

Conference call between personnel from HCRMA (Ramon Navarro), HDR (Sam Saldivar, Hunter Balbin, and Ruben Alfaro), MitRes (Jonathan Crawford, Adam Lethco, and Bryce Fuller), and ICF (Doug Hagemeier and Clay Fischer). Issues of discussion included:

Safety topic/Safety moment – Protect personal belonging as well as project related equipment/data from theft/loss and/or damage/destruction.

Onsite Safety Instances to Report – None.

Outstanding Requests for Info –

MitRes has requested if sprinkler system can be left in place (not dismantled) for future use at no cost to HDR/HCRMA. Could be used in event that water pump inoperable, etc...? Valley Land Fund would inherit if left.

MitRes previously submitted a Change Order to HDR/HCRMA to drill seed into the depression created immediately east of wetland mitigation site depression by excavation for clay liner material. The area is currently inundated from rainfall around March 25, 2025. A vote on the change order is expected on April 21, 2025.

Submittals – None.

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	<p>Progress since last meeting -</p> <p>Test of pump/well indicated that draw down from pump was very fast, 480 gpm 78% efficiency. Resulted in too quick of draw down. Unknown how long will take to rebound. Water level went below screen. New pump will be necessary since well will also be used by neighbor. Need to slow down the draw down so water remains at/above screen. Well – new parts come in Monday</p> <p>Testing by B2Z – of caliche from south end as well as compaction testing around water well looked good. Awaiting final results of density test at well. Preliminary results were good.</p> <p>New silt fence (850ft) on west side to prevent debris inflow from Sakai property has been installed.</p> <p>Outstanding Issues -</p> <p>Ramon is responding to questions from IBWC regarding roadway.</p> <p>Concrete sample/testing near well/pump.</p> <p>Tests on roadway are needed but are waiting on water level to recede.</p> <p>Review of LiDAR survey data (before rain event) awaiting conversion to useable format.</p> <p>Determination of impact by flooding to access road.</p> <p>After new well/parts installed, another test of water quality will be needed before putting onto plants.</p> <p>Chance for rain in forecast.</p> <p>Final Completion Date is pushed back because of need for work on well and impacts to site due to heavy rainfall.</p>
<b>4/15/2025</b>	<p>Site visit by Clay Fischer of ICF to Granjeno Wetland Mitigation Site. Low elevation areas still remain inundated since heavy rains around March 25, 2025. Water levels have receded and overflow spillway is now visible. All water energy dissipators are now above water line except for SW most.</p>
<b>4/11/2025</b>	<p>Weekly Granjeño Construction meeting conference call cancelled by Mr. Sam Saldivar.</p>

## Employee and Contact Information

**Doug Hagemeier** (Project Manager) (737) 272-6781

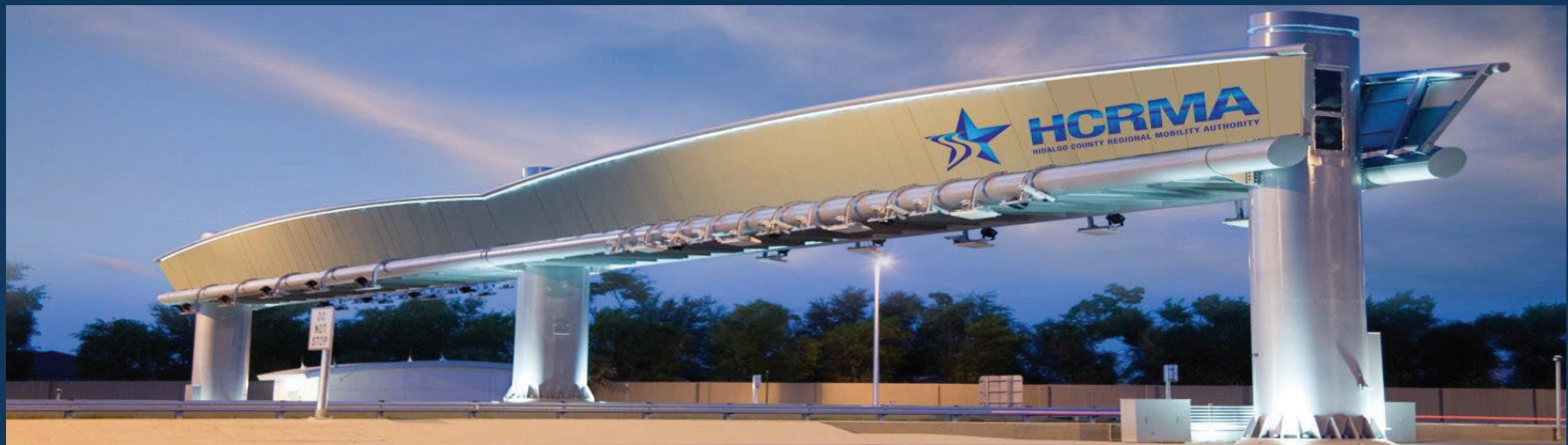
**Jill Noel** (Deputy Project Manager/Biologist) (512) 468-9874

**Clay V. Fischer** (Deputy Project Manager/Biologist) (512) 592-8591



## WETLAND MITIGATION PROJECT 3/28/25





## 365 TOLLWAY COLLECTION SYSTEM INSTALLATION, INTEGRATION & MAINTENANCE PROJECT

**SEPTEMBER 8, 2022**

**OCTOBER 3, 2022**

**DECEMBER 9, 2022**

**DECEMBER 16, 2022**

**FEBRUARY 6, 2023**

**FEBRUARY 14, 2023**

**FEBRUARY 28, 2023**

**MARCH 13, 2023**

**MARCH 14, 2023**

**MARCH 28, 2023**

**OCTOBER 28, 2023**

**MARCH 26, 2024**

- Request for Proposals was released
- Mandatory Pre-Bid meeting conducted with in-Person or Virtual Attendance option
- Five Proposals received for the 365 Toll Collection System, Integration, and Maintenance Project
- Compliance reviews conducted on all electronic bids
- Evaluation committee (HCRMA staff and HDR [GEC]) thoroughly reviewed proposals and conducted oral presentation, in accordance with RFP's two-step scoring process
- Proposal bid prices opened, evaluated, scored by evaluation committee
- First Executive Briefing
- Second Executive Briefing
- Negotiation of contract terms, condition, & BAFO
- Award of contract to SICE, Inc. for \$13,980,669 with a score of 905
- Single Gantry amendment
- CO#1 \$645,170 for Single Gantry Implementation



## Toll Integration Project





## SICE INC. - CONSTRUCTION PHASE

Contract Amount **\$8,874,094.17**

Invoice Number	Date	365 Toll Collection System Installation Integration	Billing Amount	Retainage	Invoice Amount	Percentage %
365TCS- INV-0001	8/1/2023	Contract Signature & Performance Bond, Monthly Mgmt. Fee, and Delivery of	\$ 734,715.04	\$ (73,471.50)	\$ 661,243.54	7.45%
365TCS- INV-0002	9/1/2023	Milestone Draw Request	\$ 197,153.58	\$ (19,715.36)	\$ 177,438.22	2.00%
365TCS-INV-0003	10/1/2023	Milestone Draw Request	\$ 223,885.56	\$ (22,388.56)	\$ 201,497.00	2.27%
365TCS-INV-0004	11/1/2023	Milestone Draw Request	\$ 157,550.80	\$ (15,755.08)	\$ 141,795.72	1.60%
365TCS-INV-0005	12/1/2023	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0006	1/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0007	2/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0008	3/1/2024	Milestone Draw Request	\$ 84,285.22	\$ (8,428.52)	\$ 75,856.70	0.85%
365TCS-INV-0009	4/1/2024	Milestone Draw Request	\$ 209,935.38	\$ (20,993.54)	\$ 188,941.84	2.13%
365TCS-INV-0010	5/1/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0011	5/31/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0012	7/11/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0013	7/18/2024	Milestone Draw Request	\$ 70,424.50	\$ (7,042.45)	\$ 63,382.05	0.71%
365TCS-INV-0014	8/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0015	9/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0016	10/22/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0017	11/18/2024	Milestone Draw Request	\$ 66,464.36	\$ (6,646.44)	\$ 59,817.92	0.67%
365TCS-INV-0018N	1/1/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0019	1/20/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0020	3/1/2025	Milestone Draw Request	\$ 58,543.62	\$ (5,854.36)	\$ 52,689.26	0.59%
365TCS-INV-0021	4/1/2025	Milestone Draw Request	\$ 121,908.16	\$ (12,190.82)	\$ 109,717.34	1.24%
<b>Totals</b>			<b>\$ 2,395,581.52</b>	<b>\$ (239,558.16)</b>	<b>\$ 2,156,023.36</b>	<b>24.30%</b>

## SICE INC. - MAINTENANCE PHASE

Contract Amount **\$5,751,746.00**

Invoice Number	Date	365 Toll Collection System Maintenance	Billing Amount	Retainage	Invoice Amount	Percentage %
<b>Totals</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

Construction Phase		
Schedule A	Implementation Services	\$ 1,651,958.64
Schedule B	Hardware	\$ 382,207.20
Schedule C	Software	\$ 58,122.88
Schedule E	Performance Bond & Payment Bond	\$ 142,000.00
Change Order CO	Change Order Progress	\$ 161,292.80
		<b>\$ 2,395,581.52</b>

Maintenance Phase		
Schedule D	Maintenance	\$ -
		<b>\$ -</b>

Total amount Billed Const./Maint.:	\$ 2,395,581.52
Total Contract Amount:	\$ 14,625,840.17
<b>Remaining Balance</b>	<b>\$ 12,230,258.65</b>

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## PLANS OF PROPOSED ROADWAY IMPROVEMENT

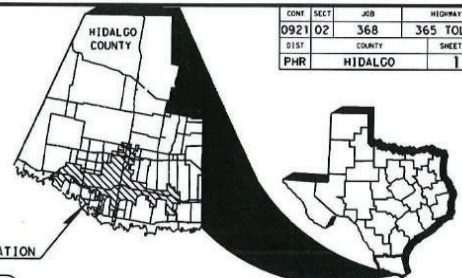
FEDERAL AID PROJECT NO. DMO 2013 (420)  
**365 TOLL**

**LEVEE RELOCATION:**  
12,232.62 FT = 2.32 MI.

**PROJECT LENGTH:**  
ROADWAY: 58,504.54 FT = 11.08 MI.  
BRIDGE: 6,042.00 FT = 1.14 MI.  
TOTAL: 64,546.54 FT = 12.22 MI.

**LIMITS:**  
FROM: FM 396 (ANZALDUAS HWY) & GSA CONNECTOR  
TO: US 281 (MILITARY HIGHWAY)

PROJECT LOCATION



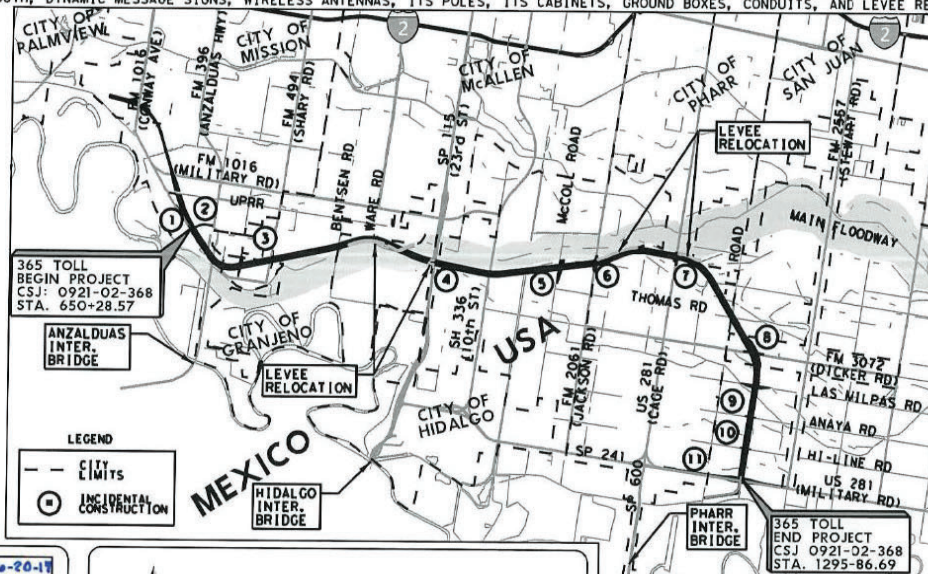
FINAL PLAN DATA:

FINAL CONTRACT PRICE:  
CONTRACTORS NAME:  
CONTRACTORS ADDRESS:  
LETTING DATE:  
DATE WORK BEGAN:  
DATE WORK COMPLETED:  
DATE OF ACCEPTANCE:

CHANGE ORDERS & SUPP. AGREEMENTS:

SCALE: 1"=2 MI.

A NEW ROADWAY CONSISTING OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CRCP, RETAINING WALLS, CULVERTS, IRRIGATION STRUCTURES, BRIDGE STRUCTURES, TRAFFIC SIGNALS, ILLUMINATION, SIGNING, PAVEMENT MARKINGS, TOLL GANTRIES, TOLL EQUIPMENT, FIBER OPTIC NETWORK, CCTV CAMERAS, VEHICLE DETECTION SYSTEM, BLUETOOTH, DYNAMIC MESSAGE SIGNS, WIRELESS ANTENNAS, ITS POLES, ITS CABINETS, GROUND BOXES, CONDUITS, AND LEVEE RELOCATION



**LEGEND**  
--- CITY LIMITS  
● INCIDENTAL CONSTRUCTION

ROADWAY OF INCIDENTAL CONSTRUCTION	BEGIN INCIDENTAL CONSTRUCTION	END INCIDENTAL CONSTRUCTION
1 365 TOLL EB FRGT RD	STA 20639+85.55	STA 20650+06.81
2 GSA CONNECTOR	STA 105+59	STA 120+62
3 FM 494 (SHARY RD)	STA 139+25	STA 153+43
4 SP 115 (23rd ST)	STA 226+30	STA 236+22.93
5 MCCOLL ROAD	STA 29+50	STA 51+50
6 FM 2061 (JACKSON RD)	STA 12+00	STA 22+72
7 US 281 (CAGE RD)	STA 12+00	STA 21+32
8 FM 3072 (DICKER RD)	STA 12+60	STA 29+86
9 ANAYA ROAD	STA 17+80	STA 27+40
10 HI-LINE ROAD	STA 27+40	STA 17+80
11 US 281 (MILITARY RD)	STA 10100+00	STA 10227+00
12 BSIF CONNECTOR	STA 1302+18	STA 1338+00

### PROJECT DATA

<b>DESIGN SPEED:</b>	70 MPH	<b>RAILROAD CROSSINGS:</b> NONE
MAINLANES	70 MPH	<b>EQUATIONS:</b>
FRONTAGE ROADS	50 MPH	STA 1080+25.77 BK =
RAMPS	50 MPH	STA 1080+00.00 AH
GSA CONNECTOR	45 MPH	<b>EXCEPTIONS:</b> NONE
GLASSCOCK ROAD	30 MPH	<b>FUNCTION CLASS:</b>
FM 494 (SHARY RD)	30 MPH	PRINCIPAL ARTERIAL (FREEWAY)
WARE ROAD	30 MPH	<b>BRIDGE:</b>
SP 115 (23RD ST)	55 MPH	TOTAL = 23 BRIDGES
SH 336 (10TH ST)	60 MPH	(SEE INDEX SHEET FOR DETAILS)
MCCOLL ROAD	50 MPH	<b>TDLR INSPECTION SHALL</b>
FM 2061 (JACKSON RD)	55 MPH	NOT BE REQUIRED
US 281 (CAGE BLVD)	55 MPH	
FM 3072 (DICKER RD)	55 MPH	
ANAYA ROAD	30 MPH	
Hi-Line	45 MPH	

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TDLR No. EABPRJ

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 2012).

**LOCAL ENTITIES**

HIDALGO COUNTY	DATE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	DATE:
CITY OF MISSION	DATE:
CITY OF GRANJENO	DATE:
CITY OF MCALLEN	DATE:
CITY OF PHARR	DATE:
CITY OF SAN JUAN	DATE:
I. B. W. C.	DATE:
HCD NO. 2 IRRIGATION DISTRICT	DATE:
HCD NO. 19 IRRIGATION DISTRICT	DATE:
H.C.W.C. & I. D. NO. 3	DATE:

**APPROVED FOR LETTING:**

HCRMA, CHAIRMAN: *[Signature]* 6-20-17

HCRMA, EXECUTIVE DIRECTOR: *[Signature]* 6/20/17

HCRMA, CHIEF CONSTRUCTION ENGINEER: *[Signature]* 6/14/17

HCRMA, CHIEF DEVELOPMENT ENGINEER: *[Signature]* 6/14/17

TxDOT, DISTRICT ENGINEER: *[Signature]* 6/14/17

SUBMITTED FOR LETTING: *[Signature]* 6/14/17

L&G ENGINEERING, PROJECT MANAGER: *[Signature]* 6/14/17

SUBMITTED FOR LETTING: *[Signature]* 6/14/17

TEDSI INFRASTRUCTURE GROUP, PROJECT MANAGER: *[Signature]* 6/14/17



**L&G Engineering**  
1000 N. Expressway 41  
Suite 100, McAllen, TX 78501  
Phone: (361) 441-1000  
Fax: (361) 441-1001

**PROGRAM MANAGEMENT CONSULTANT**  
**DANNENBAUM**  
ENGINEERING CORPORATION  
T.B.U.P. FIRM REGISTRATION #392  
1100 WILLOW LOOP, STE 208 MCALLEN, TX 78504 (951) 962-3677

**S&B**  
S&B INFRASTRUCTURE, LTD.  
TEXAS BOARD OF PROFESSIONAL ENGINEERS # P-1892

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
101 S. Expressway 41  
Suite 100, McAllen, TX 78501  
Phone: (361) 441-1000

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





# EXECUTIVE SUMMARY

- ❑ The Notice to Proceed (NTP) was issued to Pulice Construction Inc. (PCI) on February 15, 2022, with time charges commencing on March 17, 2022.
- ❑ The work under this contract shall be substantially completed within **1,264 CALENDAR** days [September 22, 2025] After Substantial Completion, Pulice will be allowed up to an additional 60 calendar days for Final Acceptance. Therefore, all improvements must be final accepted by [November 21, 2025].
- ❑ Working days will be charged Sunday through Saturday, including all holidays [with exception of:

New Year's Day (January 1<sup>st</sup> )

Independence Day (July 4<sup>th</sup>)

Labor Day (1st Monday in the month of September)

Thanksgiving Day and day after (4<sup>th</sup> Thursday and Friday in the month of November);

Christmas Eve and Day (December 24<sup>th</sup> and 25<sup>th</sup>)

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

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

HCRMA 365 TOLL PROJECT CSJ#0921-02-368: CHANGE ORDER SUMMARY

HCRMA 365 TOLL PROJECT CSJ#0921-02-368: CHANGE ORDER SUMMARY

Fourteen (14) approved Changes Order(s): [\$8,489,698.80] +0 days

CO#1	11/11/2021	entering VECP process	+000 days	\$000,000,000.00	.0%
CO#2	12/21/2021	VECP Plan Revisions	+000 days	\$(14,208,622.30)	(4.80%)
CO#3	04/26/2022	VECP Contractor Risk	+000 days	\$000,000,000.00	(0%)
CO#4	01/24/2023	Drill Shafts	+000 days	\$171,516.59	0.06%
CO#5	06/24/2023	VECP True Realized Savings	+000 days	\$4,325,130.78	1.44%
CO#6	07/09/2024	Depot Road remove cul-de-sac	+000 days	(-\$30,843.33)	(0.01%)
CO#7	07/09/2024	Mission waterline conflict	+000 days	\$13,075.83	0.004%
CO#8	07/09/2024	drill shaft casing conflict	+000 days	\$20,932.00	0.01%
CO#9	07/09/2024	irrigation PVC / LHPP	+000 days	(-\$1,782.00)	(0%)
CO#10	07/09/2024	TCP amendments	+000 days	\$249,919.32	0.08%
CO#11	07/09/2024	add McColl driveway	+000 days	\$23,450.97	0.008%
CO#12	07/09/2024	City of Pharr waterline	+000 days	\$135,487.78	0.005%
CO#13	07/09/2024	Traffic signal/cntrl cabinets	+000 days	\$212,599.20	0.717%
CO#14	12/17/2024	Replace pre-cast manholes CIP	+000 days	\$492,363.86	0.185%
CO#14R	01/24/2024	Replace pre-cast manholes CIP	+000 day	(-42,927.50)	0.016%
CO#15	01/24/2025	Site Specific Remobilization Fee	+000 days	\$150,000.00	0.056%

Change Order No.1 Summary: November 10, 2021, Resolution 2021-54

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

Change Order No. 2 Summary: December 20, 2021, Resolution 2021-78

- Change order No. 2 amended the contract price from \$295,932,420.25 to \$281,723,797.95.
- By execution of Change Order No. 1, the contractor completed a 30% design to an effort to estimate cost savings for the project. Payment for the contractor’s initial design work is \$613,285.06 in accordance with calculations presented in Change Order No. 1. This is the only cost due to the contractor based on the execution of Change Order No. 2 and is non-participating.
- Notice to proceed was issued 2/15/2022, the HCRMA reimburse the contractor for the remaining design costs to not exceed 5% of the total cost savings. Payments made will be based upon design milestones at 60%, 90% and 100% completion and acceptance.



VECP calculations for Contract Price of	\$281,723,797.95	
VECP Gross Savings	\$38,010,382.63	
Less est. Total Design Cost	\$1,943,648.45	(Schematics + Final Design)
Less Est. Owner's Fees	\$545,178.43	(GEC, Environmental, T&R Costs)
VECP Net Savings	\$35,521,555.75	
60% Contractor Saving:	\$21,312,933.45	Paid as Progress Payments
40% Contractor Saving:	\$14,208,622.30	Reduced from original Project

#### **Change Order No. 3 Summary: April 26, 2022, Resolution 2022-36**

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual costs of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent total actual costs exceed the total amount approved, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor 60% portion of the net savings.
- To the extent actual costs exceed the amounts presented in Exhibit A, Contractor agrees that such overages due to errors, oversight, omission additions, or corrections to final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk").
- Contractor VECP Savings Payments.

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

Construction Progress	Proposed Savings Payment
20% Completion	\$4,262,586.69
40% Completion	\$4,262,586.69
60% Completion	\$4,262,586.69
80% Completion	\$4,262,586.69
Final Acceptance	<u>\$4,262,586.69</u>
	<b>\$21,312,933.45</b>

The parties agrees that if the savings are not apparent or justified during a designated progress period, all, or part of any such Savings Payment, on the recommendation of the General Engineering Consultant, may be (i) deferred to the next progress period or (iii) reduced to reflect the Contractor's Risk for unrealized savings/overages.

#### **Change Order No. 4 Summary: January 24, 2023, Resolution 2023-05**

Change Order No. 4 removes 1,524LF of Item 416-6005 Drill Shaft (42") introduces 48" drill shafts to incorporate detailed, finalized quantities and unit costs, and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract.

Change Order No. 4 introducing 1,585LF of Item 416-6006 Drill Shaft (48 IN) at a unit cost of \$308.39 LF for a net cost of \$171,516.59 to be fully paid by HCRMA [Owner].

## Change Order No. 5 Summary: July 24, 2023, Resolution 2023-30

In lieu of \$38,010,382.63 savings, Contractor only can truly account for \$30,565,888. Contractor is claiming that of the \$7,444,494.63 shortfall, only \$3,186,525.45 is from Contractor's 60% at risk pool; additional \$4,257,969.18 are contributable to busts in original plans, design errors, and quantity mistakes and are to be attributed to HCRMA contingency [\$ 5,000,000.00 >>\$570,514.23].

- As provided for Contract Amendment #1 and Change Order No. 2, the Contractor's share of the net savings includes the "Contractor Risk" that the actual cost of implementing the approved VECP concepts in Change Order No. 2 may not result in the saving approved by the parties. To the extent, total actual costs exceed total amount approved, all overage due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases, shall be deducted from Contractor 60% portion of the net savings. **The unrealized savings presented are \$3,186,525.45.**
  - To the extent actual costs exceed the amounts presented in Exhibit A, contractor agrees that such overages due to errors, oversight, omission additions, or corrections to the final units, quantities or unit pricing shall be deducted from contractor's 60% portion of the net savings (the "Contractor Risk"),
  - Contractor VECP Savings Payments **are amended, as such:**

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

Construction Progress	Proposed Savings Payment	Paid Date
**20% Completion	\$4,262,586.69	12/22/22
40% Completion	<del>\$4,262,586.69</del> <b>\$3,728,764.51</b>	01/17/24
60% Completion	<del>\$4,262,586.69</del> <b>\$3,728,764.51</b>	12/26/24
80% Completion	<del>\$4,262,586.69</del> <b>\$3,728,764.51</b>	Not Paid
Final Acceptance	<del>\$4,262,586.69</del> <b>\$3,728,764.52</b>	Not Paid
	<del>\$21,312,933.45</del> <b>\$19,177,644.74</b>	

\*\*[\$19,177,644.74 - \$11,720,115.71 = \$7,457,529.02] Remaining Balance

**Change Order No. 6 - 13 Summary: July 9, 2024, Resolution 2024-27**

The sum of change orders proves a net cost increase of \$ 622,839.77 to be fully paid by the HCRMA [Owner]. Establishing a new revised contract price of \$286,843,285.09 with no additional time; and incorporates detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. These are compilations of various Field Changes:

**Change Order No. 6 Summary: (-\$30,843.33)**

The scope of this change is to compensate for the changes related to Depot Road (southbound frontage road for SP115) which will remain in place at the directive of TxDOT. The existing SB frontage road (Depot) will be left in place in lieu of obliteration and cul-de-sac. As a result, the proposed levee will be reduced, guard rail and rail Ty T80PP will be added to protect columns. In addition, the TCP is revised to allow for the phased additional work.

**Change Order No. 7 Summary: \$13,075.83**

This change resolves an unanticipated utility conflict between the city of Mission 16" waterline casing and proposed drainage line at station 649+00. In lieu of the proposed 5' x 5', an 8'x8' Conflict Manhole must be installed to accommodate construction.

**Change Order No. 8 Summary: \$20,932.00**

The 60" drill shafts from FM 494 Bent 2 conflict with placed 24" water line casing. The existing 24" RCP CL V water line casing would need to be removed and relayed using the same pipe. Estimated damaged pipe would need to be new RCP.

**Change Order No. 9 Summary: (-\$1,782.00)**

Due to existing field conditions, the irrigation line from station 752+36.15 to 760+66.11 increased from 18" Pressure Irrigation PVC pipe to 36" LHPP. CO#5 instrumented replacement to 36" LHPP. However, due to immediate material need and unavailability, a 30" LHPP was placed in lieu of 36".

**Change Order No. 10 Summary: \$249,919.32**

Pertinent plan sheets depicted traffic control plan implementing portable concrete traffic barriers and crash cushion appurtenances for safety of traveling public; however, items were not included in estimate.

**Change Order No. 11 Summary: \$23, 450.97**

This change adjusts items per driveway revisions on McColl Rd. The proposed NW driveways were revised to provide better access for the local businesses and to add end treatment components for safety purposes at driveway intersections.

**Change Order No. 12 Summary: \$135,487.78**

The scope of this change is to add and adjust items related to the 18" waterline relocation. Items were accounted in plans but not placed on estimate.

**Change Order No. 13 Summary: \$212,599.20**

TS pole mounted cabinets (TY 2 CONF 2) to be installed, attached to the vertical mast of existing and proposed traffic signal poles. Installing ITS cabinets on traffic signal poles is not per TxDOT standard. Cabinets are to be installed as ground mounted to specifications.



**Change Order No. 14 Summary: January 24, 2025: Resolution 2025-07 \$449,436.36**

PCI was directed to replace pore-cast manholes originally bin in contract to meet third party governmental agency demand for cast-in-place manholes within jurisdictional boundaries.

**\*Change Order No. 15 Summary: January 24, 2025: Resolution 2025-08 \$150,00.00**

Due to ongoing requests from third party governmental agency, unanticipated parameters and numerous conditional changes in requirements, untimely review of requested changes, and unavailability of service lines various subcontractors of Pulice Construction Inc. have encountered scheduling delays. These delays incur expenses in scheduling crews and mobilizing specialized equipment. The presented conditions are beyond their control.

The sum of Change Orders proves a net cost increase \$622,839.77 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of \$287,442,721.45 with no additional time; and incorporates detailed finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract.

# PROJECT PRODUCTION

## ❑ CAPTURING VECP PACKETS

02/08/23 VECP Team met, exchanged concepts, formats  
03/08/23 VECP meeting formal report submitted  
04/20/23 VECP concepts completed and negotiations underway  
07/07/23 New revised baseline schedule  
07/10/23 CO#5 terms and conditions  
02/23/24 CO#6 conditions and negotiations  
07/09/24 CO#6 - 13 various  
01/24/25 CO#14 rev CIP manholes  
01/24/25 CO#15 site specific remobilization fees

## ❑ FORMAL SUBMITTALS, REVIEW OF DOCUMENTS

- RFIs 243
- SUBMITTALS 241

## ❑ TESTING [Soils/Concrete]

- Levees / embankment / select fill
- Drill shafts / bents / slab
- Roadway: limed subgrade / cement treated base / CRCP / SSCB
- MSE Backfill
- Irrigation Structures

## ❑ ENVIRONMENTAL JUSTICES [SW3Ps] Archeological Sites

## ❑ EMBANKMENT: Shary / SH336 / SP115 / Jackson/ Dicker/ Highline / McColl / Anaya / Cage

## ❑ UNDERGROUND WORK: Storm Sewer / Irrigation structures / Tolling Conduit

## ❑ LEVEE Work: Ware / Jackson / US281

## ❑ Bridge Substructure FM494 / Floodway / SP115 / SH336/ McColl / Ditch Bridge / Highline

- BEAMS SET: McColl / Canal Bridge / Floodway- SP115 / FM494/ SH336/Anaya

## ❑ RETAINING WALLS Highline / Anaya / SP115 / SH336 / Jackson













Outlook

**RE: Outage Rejection - HCRMA Pole Relocation - MP0004410**

**From** Alex H Perkins <ahperkins@aep.com>

**Date** Mon 4/14/2025 1:30 PM

**To** Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>; Jaylon J Robinson <jjrobinson@aep.com>

**Cc** Michael Pitts <mpitts@aep.com>; Pilar Rodriguez, PE <prodriguez@hcrma.net>; Luis Cardenas <luis@escobedocardenas.com>; Blakely Fernandez <blakely.fernandez@bracewell.com>

Ramon,

Here is a summary of where this plan stands as of today:

**Shoo-fly Plan Summary:**

AEP still thinks that the best path forward is to install a shoo-fly. This plan will involve setting up a temporary power line (a.k.a. shoo-fly) to bypass the poles that need to be relocated. The plan is to get the shoo-fly installed prior to the summer moratorium on May 15. We will request a series of overnight outages to allow us to connect the existing lines up to the shoo-fly. That way, we can relocate the poles in question during the moratorium without losing any grid reliability.

**Current Status/Roadblocks:**

- **Right of Way** – Currently our biggest hurdle is getting through all of the red tape associated with securing the temporary easements required to make this plan work. We have our ROW team working on these tasks now and expect to be ready to proceed in the next couple of weeks or so.
- **Material Sourcing** – The second biggest hurdle we face right now is where to source all of the poles needed for this work. We have multiple field and procurement personnel tracking down the poles we need with the expectation being that we need them in time to complete the installation of the shoo-fly by 5/15.

Apart from those two roadblocks, all that remains is to pull the contractor's new proposal together and cut them loose. Once we have a more firm idea of what is required for ROW, quantity of poles, and a quote for this additional work, I will get with my estimating team and make sure to get you an expected price for this plan for you to review.

If you have any questions, please feel free to reach out.

Thank you,

Alex Perkins, PMP  
Project Manager  
Actalent – An AEP Contractor  
15 E 5<sup>th</sup> Street - Unit 1521  
Tulsa, OK 74103  
918.576.1338      Mobile

March 26, 2025 10:38 AM

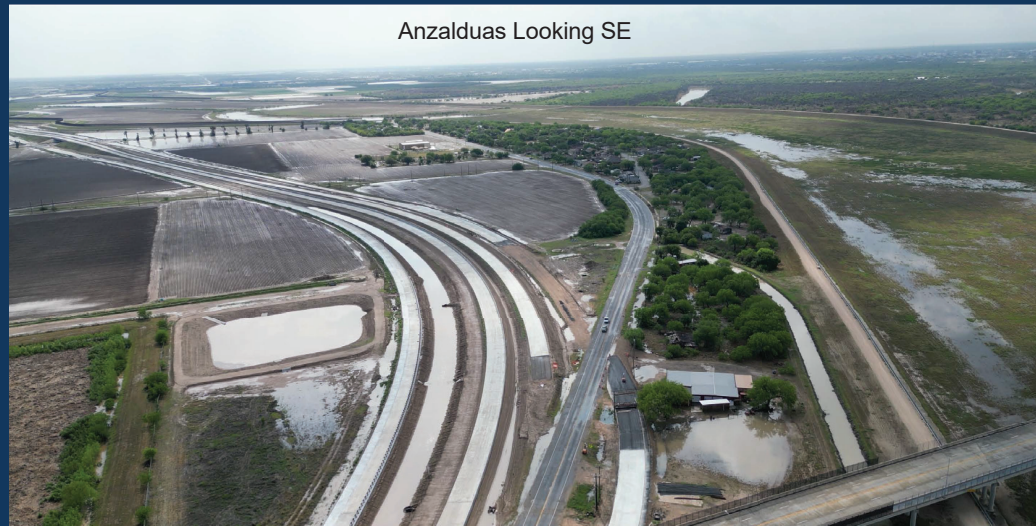


March 28, 025 FLOOD IMPACTS West End of Project

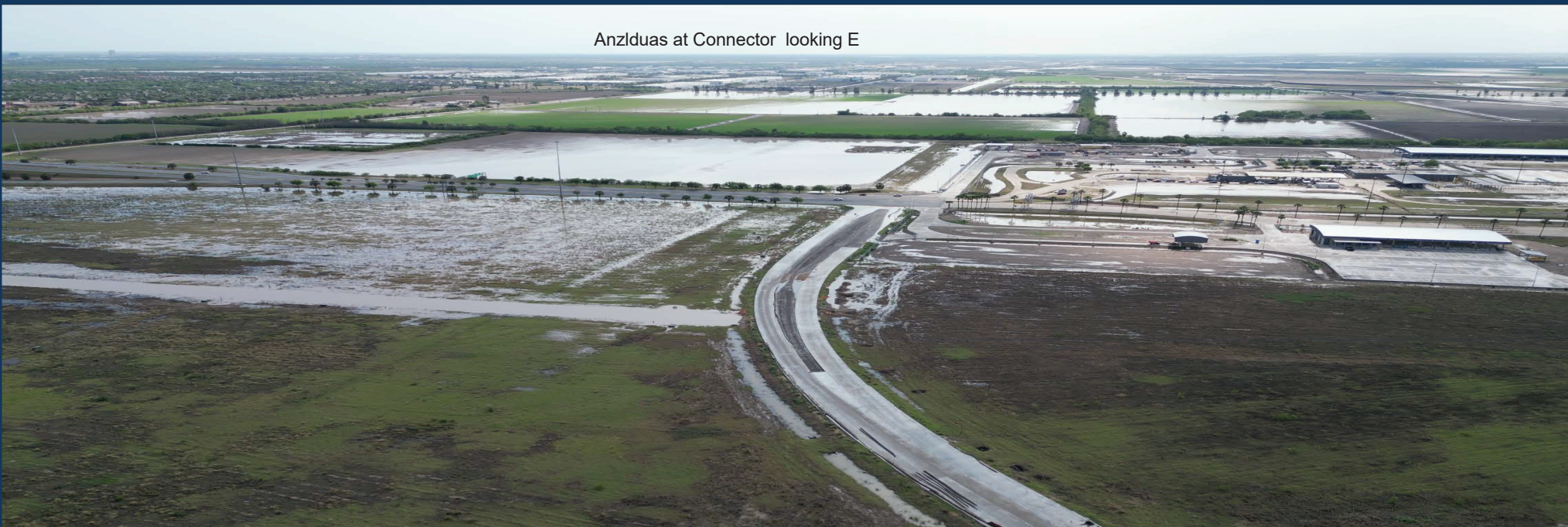
Anzalduas Looking NE



Anzalduas Looking SE



Anzalduas at Connector looking E





## March 28, 2025 Flood Impacts Mid-Project

West side of Floodway Bridge ,Levee Section at Ware Looking E



Jackson Looking W

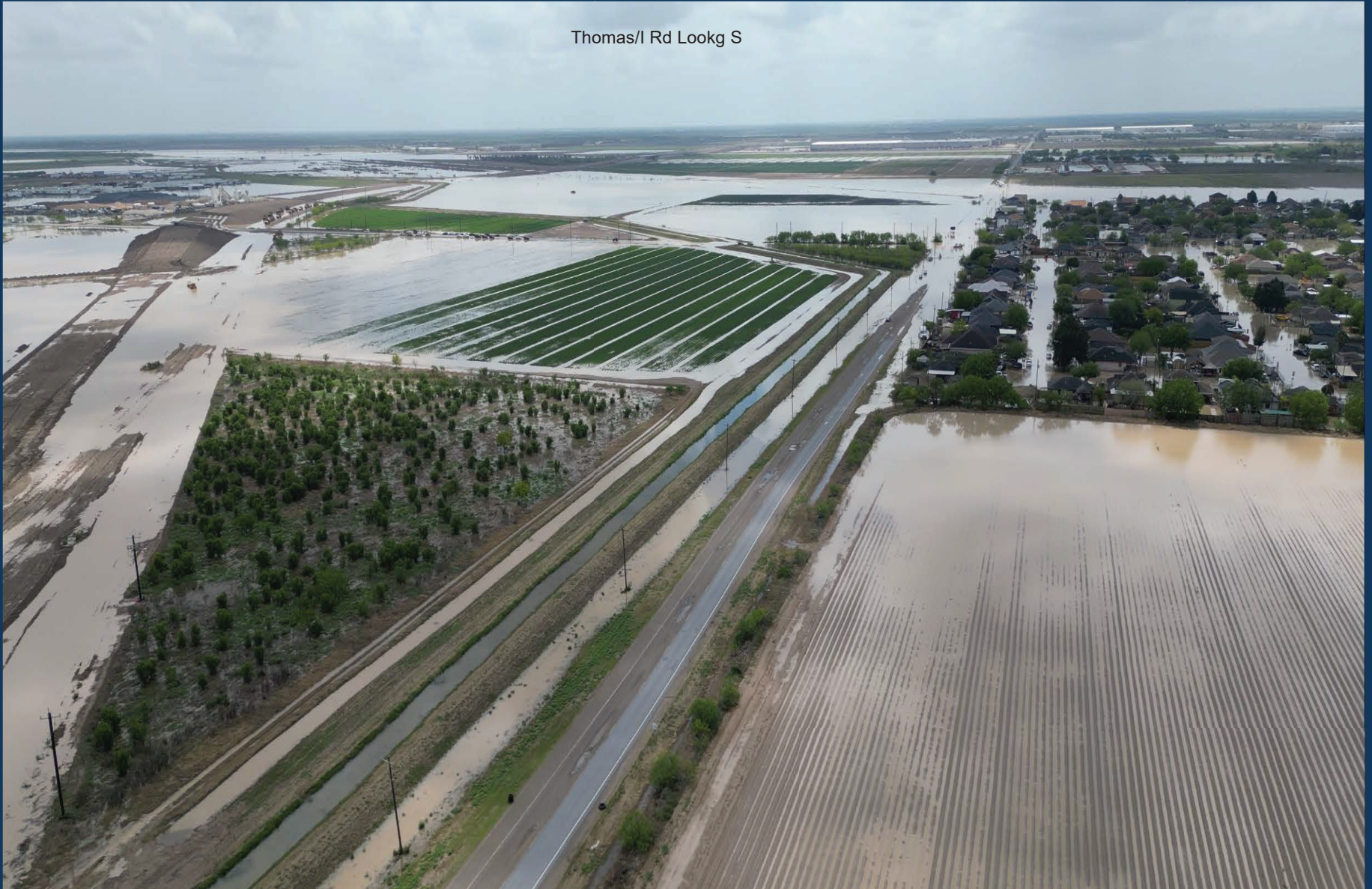


Jackson Looking E





Thomas/I Rd Lookg S





March 28, 2025 FLOOD IMPACTS





## MAJOR ITEMS OF WORK

Item ID	Description	Expended	Authorized	%
423-6001	RETAINING WALL (MSE)	\$15,010,397.29	\$24,926,326.40	60.22
360-6011	CONC PVMT (CONT REINF - CRCP)	\$5,912,644.40	\$6,900,315.85	85.69
422-6001	REINF CONC SLAB	\$4,482,328.00	\$7,622,207.20	58.81
360-6002	CONC PVMT (CONT REINF - CRCP) (8")	\$3,502,569.28	\$5,270,109.49	66.46
416-6004	DRILL SHAFT (36 IN)	\$2,014,181.95	\$2,453,947.00	82.08
416-6005	DRILL SHAFT (42 IN)	\$1,812,918.52	\$1,861,010.41	97.42
416-6008	DRILL SHAFT (60 IN)	\$1,172,185.92	\$1,580,209.56	74.18
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42 )	\$1,157,537.49	\$4,045,416.87	28.61
420-6029	CL C CONC (CAP)	\$1,149,455.85	\$1,681,001.38	68.38
420-6037	CL C CONC (COLUMN)	\$1,089,080.28	\$1,400,020.73	77.79
260-6011	LIME TRT (EXST MATL) (12")	\$1,028,561.40	\$2,078,847.23	49.48
275-6003	CEMENT TREAT (NEW BASE) (6")	\$1,021,699.73	\$4,421,198.32	23.11
416-6010	DRILL SHAFT (72 IN)	\$1,009,165.20	\$1,009,165.20	100.00
425-6039	PRESTR CONC GIRDER (TX54)	\$852,476.89	\$1,427,625.56	59.71
360-6003	CONC PVMT (CONT REINF - CRCP) (9")	\$664,178.98	\$20,326,010.17	3.27
420-6013	CL C CONC (ABUT)	\$561,997.80	\$925,477.00	60.73
416-6006	DRILL SHAFT (48 IN)	\$488,798.15	\$488,798.15	100.00
409-6003	PRESTR CONC PIL (20 IN SQ)	\$303,860.20	\$491,918.56	61.77
416-6012	DRILL SHAFT (84 IN)	\$207,480.00	\$404,320.00	51.32
422-6015	APPROACH SLAB	\$156,988.38	\$1,223,844.16	12.83
0425-9102	PRESTR CONC GIRDER (TX46)(MOD)	\$127,013.40	\$127,013.40	100.00
416-6026	DRILL SHAFT (HIGH MAST POLE) (60	\$73,840.50	\$406,122.75	18.18
	PAVING INFRASTRUCTURE ITEM			
	PLACED 80% OR MORE			



**Business:** HCRMA  
**Project Name:** 365 TOLL PROJECT CSJ:0921-02-368 ALN#20.205  
**Project Description:** GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368 ALN#:  
**Prime Contractor:** PULICE CONSTRUCTION, INC.  
**Notice to Proceed Date:** 2/15/2022  
**Construction Start Date:** 3/17/2022  
**Awarded Project Amount:** \$295,932,420.25  
**Net Change by Change Orders:** (\$29,362,401.47)  
**Authorized Project Amount:** \$266,570,018.78  
**% Complete Paid Awarded Amount:** 56.56  
**% Complete Paid Authorized Amount:** 62.79

**Payment History:**

Payment Number	Pay Period Start	Pay Period End	Payment Amount	Payment To Date	Payment Status	Monthly Production	Cummulative %
36	3/1/2025	3/31/2025	\$5,405,968.53	\$172,778,200.16	Pending	2.028	64.815
35	2/1/2025	2/28/2025	\$6,298,109.35	\$167,372,231.63	Paid	2.363	62.787
34	12/29/2024	1/31/2025	\$5,697,310.43	\$161,074,122.28	Paid	2.137	60.425
33	12/1/2024	12/28/2024	\$5,656,543.46	\$155,376,811.85	Paid	2.122	58.287
32	10/16/2024	11/30/2024	\$8,822,222.41	\$149,720,268.39	Paid	3.310	56.165
31	9/16/2024	10/15/2024	\$3,169,850.18	\$140,898,045.98	Paid	1.189	52.856
30	8/16/2024	9/15/2024	\$3,999,289.82	\$137,728,195.80	Paid	1.500	51.667
29	7/16/2024	8/15/2024	\$5,786,638.29	\$133,728,905.98	Paid	2.171	50.167
28	6/16/2024	7/15/2024	\$2,006,402.82	\$127,942,267.69	Paid	0.753	47.996
27	5/16/2024	6/15/2024	\$3,637,006.93	\$125,935,864.87	Paid	1.364	47.243
26	4/16/2024	5/15/2024	\$2,271,351.76	\$122,298,857.94	Paid	0.852	45.879
25	3/16/2024	4/15/2024	\$5,798,909.13	\$120,027,506.18	Paid	2.175	45.027
24	2/16/2024	3/15/2024	\$2,969,884.58	\$114,228,597.05	Paid	1.114	42.851
23	1/16/2024	2/15/2024	\$4,352,674.67	\$111,258,712.47	Paid	1.633	41.737
22	12/16/2023	1/15/2024	\$3,798,704.58	\$106,906,037.80	Paid	1.425	40.104
21	11/16/2023	12/15/2023	\$7,678,808.97	\$103,107,333.22	Paid	2.881	38.679
20	10/16/2023	11/15/2023	\$6,172,155.46	\$95,428,524.25	Paid	2.315	35.799
19	9/16/2023	10/15/2023	\$5,115,697.33	\$89,256,368.79	Paid	1.919	33.483
18	8/16/2023	9/15/2023	\$7,157,089.08	\$84,140,671.46	Paid	2.685	31.564
17	7/16/2023	8/15/2023	\$5,532,158.94	\$76,983,582.38	Paid	2.075	28.879
16	6/16/2023	7/15/2023	\$2,803,225.26	\$71,451,423.44	Paid	1.052	26.804
15	5/16/2023	6/15/2023	\$2,402,150.75	\$68,648,198.18	Paid	0.901	25.752
14	4/16/2023	5/15/2023	\$1,672,812.23	\$66,246,047.43	Paid	0.628	24.851
13	3/16/2023	4/15/2023	\$2,302,505.87	\$64,573,235.20	Paid	0.864	24.224
12	2/16/2023	3/15/2023	\$1,571,621.63	\$62,270,729.33	Paid	0.590	23.360
11	1/16/2023	2/15/2023	\$1,519,297.77	\$60,699,107.70	Paid	0.570	22.770
10	12/16/2022	1/15/2023	\$943,705.68	\$59,179,809.93	Paid	0.354	22.200
9	11/15/2022	12/15/2022	\$8,892,613.75	\$58,236,104.25	Paid	3.336	21.846
8	10/15/2022	11/14/2022	\$4,085,602.35	\$49,343,490.50	Paid	1.533	18.511
7	9/16/2022	10/14/2022	\$1,427,873.36	\$45,257,888.15	Paid	0.536	16.978
6	8/19/2022	9/15/2022	\$657,136.92	\$43,830,014.79	Paid	0.247	16.442
5	7/20/2022	8/18/2022	\$378,458.17	\$43,172,877.87	Paid	0.142	16.196
4	6/21/2022	7/19/2022	\$2,793,575.17	\$42,794,419.70	Paid	1.048	16.054
3	6/1/2022	6/20/2022	\$2,336,832.39	\$40,000,844.53	Paid	0.877	15.006
2	5/1/2022	5/31/2022	\$14,029,200.82	\$37,664,012.14	Paid	5.263	14.129
1	2/15/2022	4/30/2022	\$23,634,811.32	\$23,634,811.32	Paid	8.866	8.866
Total:			\$172,778,200.16				

	PAID	RECOVERED	REMAINING
MOH	\$ 46,735,120.83	\$ 24,360,481.17	\$22,374,639.66



## Project Funding

### Default Fund Package

<b>Awarded Fund Amount</b>	\$295,932,420.25	<b>Authorized Fund Amount</b>	\$266,570,018.78
<b>Awarded Fund Amount Posted To Date</b>	\$150,403,560.49 (50.824%)	<b>Authorized Fund Amount Posted To Date</b>	\$150,403,560.49 (56.422%)
<b>Awarded Fund Amount Paid To Date</b>	\$145,910,009.69 (49.305%)	<b>Authorized Fund Amount Paid To Date</b>	\$145,910,009.69 (54.736%)
<b>Approved Change Orders To Date</b>	-\$29,362,401.47	<b>Amount Remaining</b>	\$120,660,009.09

1 fund package

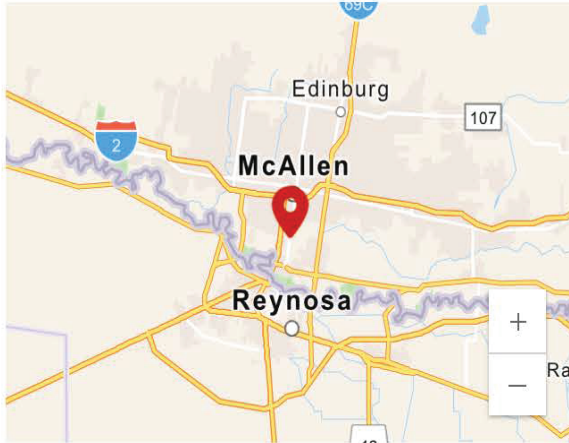
## Time Charges

### 1264 CALENDAR DAY PROJECT Primary

<b>Type</b>	Calendar Days	<b>Status</b>	In Progress
<b>Start Date</b>	03/17/2022	<b>Expected End Date</b>	08/31/2025
<b>Original Days Allowed</b>	1,264.0	<b>Authorized Days Allowed</b>	1,264.0
<b>Days Charged</b>	1,130.0 (89.399%)	<b>Liquidated Damages/Day</b>	\$16,500.00
<b>Days Remaining</b>	134.0	<b>Liquidated Damages To Date</b>	\$0.00

1 time limit





Texas Parks & Wildlife, C... Powered by Esri

Coordinates

26.14052384945899, -98.24062242016183

Location

FM-396 (ANZALDUAS HIGHWAY) TO US-281  
MILITARY HIGHWAY

Esri Integration  
On

#### Management

Prime Contractor  
PULICE CONSTRUCTION, INC.

Project Manager  
Ramon Navarro, IV., P.E.

#### Amount Paid

Amount paid so far  
\$167,372,231.63

57%

of your  
Awarded  
\$295,932,420.25

63%

of your  
Authorized  
\$266,570,018.78

100%

of your  
Approved  
Payments  
\$167,372,231.63

#### Important Dates

Date Created  
Apr 22, 2022

Notice to Proceed  
Feb 15, 2022

Construction Start  
Mar 17, 2022

Work Completion  
Sep 22, 2025

#### Progress

Time Complete: 1130 Days

Time Remaining: 134 Days

89%

Amount Posted: \$150,403,560.49

Awarded Amount: \$295,932,420.25

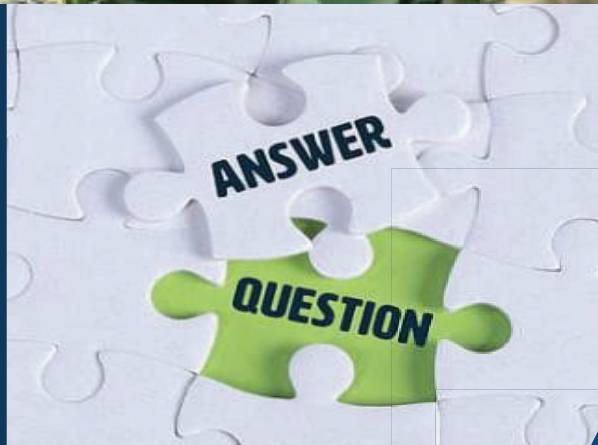
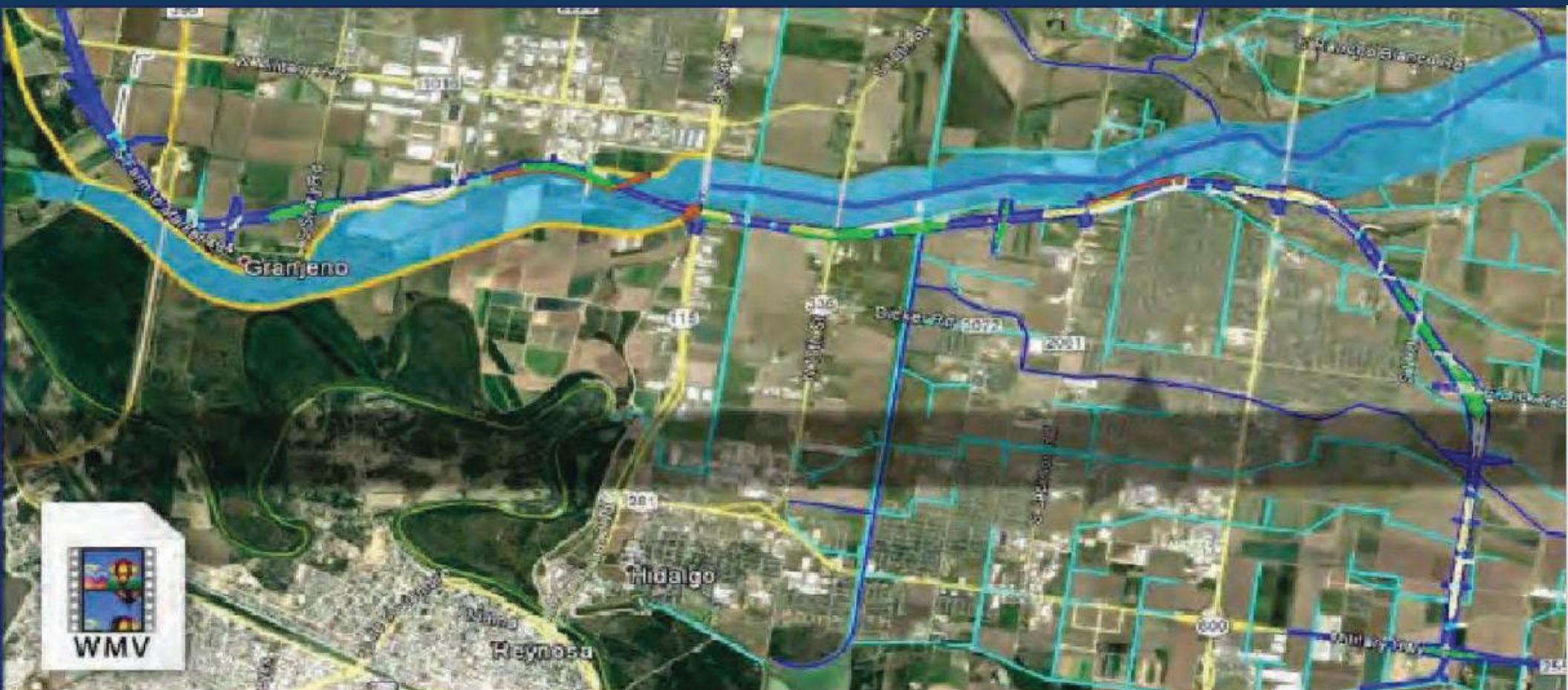
51%

Amount Posted: \$150,403,560.49

Authorized Amount: \$266,570,018.78

56%





Item 2C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    2C    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  4/15/2025  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  4/22/2025  </u>
TECHNICAL COMMITTEE	<u>          </u>		

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

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Item 3A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  4/11/2025  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  4/22/2025  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD MARCH 25, 2025.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held March 25, 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held on March 25, 2025.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:      Approved      Disapproved   X   None
10. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
11. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved      Disapproved      None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Board Meeting on Tuesday, March 25, 2025, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members: Robert L. Lozano, Chairman  
Ezequiel Reyna, Vice-Chairman  
Jose Maria “Joe” Ochoa, Director  
Roel “Roy” Rodriguez, P.E., Director (teleconference) Michael  
Williamson, Director

Absent: Juan Carlos Del Ángel, Secretary/Treasurer  
Sergio Saenz, Director

Staff: Pilar Rodriguez, Executive Director  
Ruben Alfaro, Development Engineer  
Maria Alaniz, Program Coordinator  
Ivonne Rodriguez, Program Coordinator  
Luis Cardenas, Escobedo & Cardenas, Legal Counsel

**PLEDGE OF ALLEGIANCE**

Chairman Lozano led the Pledge of Allegiance.

**INVOCATION**

Mrs. Maria Alaniz led the invocation.

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

Chairman Lozano called the Regular Meeting to order at 5:31 p.m.

**PUBLIC COMMENT**

*No Comments*

**1. CHAIRMAN’S REPORT**

A. Western Hidalgo County Loop System Development.

**2. REPORTS**

A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff  
*Mr. Ruben Alfaro reported on Program Manager Activity for 365 Tollway Project. No action taken.*

- B. Report on Construction Activity for the 365 Tollway Project – Ramon Navarro IV, HCRMA.  
*Mr. Ramon Navarro reported on the construction activity for the 365 Tollway Project. No action taken.*

### 3. CONSENT AGENDA

***Motion by Ezequiel Reyna, with a second by Michael Williamson, to approve the Consent Agenda.  
Motion carried unanimously.***

- A. Approval of Minutes for the Regular Board Meeting held February 25, 2025.  
*Approved the Minutes for the Regular Board Meeting held February 25, 2025.*
- B. Approval of Project & General Expense Report for the period from February 8, 2025, to March 7, 2025.  
*Approved the Project & General Expense Report for the period from February 8, 2024, to March 7, 2025.*
- C. Approval of Financial Reports for January 2024.  
*Approved the Financial Reports for January 2024.*
- D. Resolution 2025-16 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 15 to the Professional Service Agreement with C&M Associates, Inc. for a no-cost Time extension to provide Updated Bring Down Letter for the 365 Tollway Project.  
*Approved Resolution 2025-16 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 15 to the Professional Service Agreement with C&M Associates, Inc. for a no-cost Time extension to provide Updated Bring Down Letter for the 365 Tollway Project.*
- E. Resolution 2025-17 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 16 to the Professional Service Agreement with C&M Associates, Inc. for a no-cost Time extension to provide general engineering consultant support for the 365 Tollway Project.  
*Approved Resolution 2025-17 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 16 to the Professional Service Agreement with C&M Associates, Inc. for a no-cost Time extension to provide general engineering consultant support for the 365 Tollway Project.*
- F. Resolution 2025-18 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 3 to the Professional Service Agreement with B2Z Engineering LLC, for a no-cost time extension to provide material testing services on the wetland mitigation project for the 365 Tollway Project.  
*Approved Resolution 2025-18 – Consideration and Approval of Supplemental Number 1 to Work Authorization Number 3 to the Professional Service Agreement with B2Z Engineering LLC, for a no-cost time extension to provide material testing services on the wetland mitigation project for the 365 Tollway Project.*
- G. Resolution 2025-19 – Consideration and Approval of Work Authorization Number 22 to the Professional Services Agreement with SAMES, Inc. to provide surveying services for a sanitary sewer line relocation at I Road and Thomas Rd. as part of the 365 Tollway Project.  
*Approved Resolution 2025-19 – Consideration and Approval of Work Authorization Number 22 to the Professional Services Agreement with SAMES, Inc. to provide surveying services for a sanitary sewer line relocation at I Road and Thomas Rd. as part of the 365 Tollway Project in the amount of \$650.00.*
- H. Resolution 2025-20 - Consideration and Approval of approval of Contract Amendment Number 24 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount for Work Authorization Number 22.  
*Approved Resolution 2025-20 - Consideration and Approval of approval of Contract Amendment Number 24 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount for Work Authorization Number 22 for a revised maximum payable amount of \$388,021.50.*

#### 4. REGULAR AGENDA

- A. Resolution 2025-21 - Consideration and Approval of a rental agreement with Rain for Rent to provide emergency bypass pumping services at the Hidalgo County Irrigation District Number 3 Main Canal as part of the 365 Tollway Construction project.

***Motion by Roel "Roy" Rodriguez, with a second by Ezequiel Reyna to approve Resolution 2025-21 - Consideration and Approval of a rental agreement with Rain for Rent to provide emergency bypass pumping services at the Hidalgo County Irrigation District Number 3 Main Canal as part of the 365 Tollway Construction project in the amount of \$162,311.31. Motion carried unanimously.***

- B. Resolution 2025-22 – Approval and Consideration of Work Authorization Number 10 with HDR Engineering to provide outreach and marketing services for the 365 Tollway Project.

***Motion by Roel "Roy" Rodriguez, with a second by Ezequiel Reyna to approve Resolution 2025-22 – Approval and Consideration of Work Authorization Number 10 with HDR Engineering to provide outreach and marketing services for the 365 Tollway Project in the amount of \$99,870.52. Motion carried unanimously.***

- C. Resolution 2025-23 – Approval and Consideration of Contract Amendment Number 13 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Work Authorization Number 10.

***Motion by Ezequiel Reyna, with a second by Roel "Roy" Rodriguez to approve Resolution 2025-23 – Approval and Consideration of Contract Amendment Number 13 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Work Authorization Number 10 for a revised maximum payable amount of 7,048,066.01. Motion carried unanimously.***

- D. Resolution 2025-24 – Approval and Consideration of Amendment No. 1 to the 2025-2029 Strategic Plan for the Hidalgo County Regional Mobility Authority.

***Motion by Michael Williamson, with a second by Ezequiel Reyna to approve Resolution 2025-24 – Approval and Consideration of Amendment No. 1 to the 2025-2029 Strategic Plan for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***

#### 5. TABLED ITEMS

- A. None.

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

- A. Consultation with Attorney on legal issues pertaining to the advance project development of the 365 Tollway Segment 4, Section "A" West and Section "C" of the Hidalgo County Loop System (Section 551.071 T.G.C.).

***No Action taken.***

- B. Consultation with Attorney on legal issues pertaining to statutory requirements for the Board of Directors (Section 551.071 T.G.C.).

***No Action taken.***

- C. Consultation with Attorney on legal issues pertaining to the Joint Use Agreement between Hidalgo County Irrigation District Number 2 and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project (Section 551.071 T.G.C.).  
**No Action taken.**
- D. Consultation with Attorney on legal issues pertaining to Change Order Number 1-13 to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (Section 551.071 T.G.C.).  
**No Action taken.**
- E. Consultation with Attorney on legal issues pertaining to the Financial Assistance Agreement with the Texas Department of Transportation for the 365 Tollway Project (Section 551.071 T.G.C.).  
**No Action taken.**
- F. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Inspection, Engineering, Surveying and Environmental Services to include construction material testing (Section 551.071 T.G.C.).  
**No Action taken.**
- G. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).  
**No Action taken.**
- H. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).  
**No Action taken.**
- I. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).  
**No Action taken.**
- J. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).  
**No Action taken.**
- K. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).  
**No Action taken.**
- L. Consultation with Attorney on legal issues pertaining to rule making guidance for Board appointments (Section 551.071 T.G.C.).  
**No Action taken.**



## **ADJOURNMENT**

*There being no other business to come before the Board of Directors, motion by Roel “Roy” Rodriguez, with a second by Ezequiel Reyna, to adjourn the meeting at 6:33 p.m.*

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Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

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Item 3B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/17/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MARCH 8, 2025, TO APRIL 4, 2025

2. Nature of Request: (Brief Overview) Attachments:   X   Yes        No

Consideration and approval of project and general expense report for the period from March 8, 2025, to April 4, 2025

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted:   X   Yes        No        N/A Funding Source: VRF Bond

Operating Account	\$	221,316.63
Toll Revenue Series 2022A&B	\$	216.14
Disbursement Account	\$	6,142,890.66
VRF Series 2020A	\$	0.00
<b>Total Project Expenses for Reporting Period</b>	<b>\$</b>	<b>6,364,423.43</b>

Fund Balance after Expenses \$ 101,823,959

5. Staff Recommendation: Motion to approve the project and general expense report for the March 8, 2025, to April 4, 2025, as presented.

6. Planning Committee's Recommendation:        Approved        Disapproved   X   None

7. Finance Committee's Recommendation:        Approved        Disapproved   X   None

8. Board Attorney's Recommendation:        Approved        Disapproved   X   None

9. Chief Auditor's Recommendation:        Approved        Disapproved   X   None

10. Chief Financial Officer's Recommendation:   X   Approved        Disapproved        None

11. Chief Development Engineer's Recommendation:   X   Approved        Disapproved        None

12. Chief Construction Engineer's Recommendation:   X   Approved        Disapproved        None

13. Executive Director's Recommendation:   X   Approved        Disapproved        None



# Memorandum

**To:** Robert L. Lozano, Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** April 15, 2025  
**Re:** **Expense Report for the Period from March 8, 2025, to April 4, 2025**

---

Attached is the expense report for the period commencing on March 8, 2025, to April 4, 2025.

Expenses for the General Account total \$221,316.63, Toll Revenue Series 2022A&B total is \$216.14, Disbursement Account total \$6,142,890.66, and the VRF Series 2020A Account is \$0. The aggregate expense for the reporting period is \$6,364,423.43.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$6,364,423.43.**

This leaves a fund balance (all funds) after expenses of \$101,823,959.

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





## March 8 - April 4 April 2025

### Plains Capital 41

Make Check Payable to	Inv Date	Amount
WEX - Valero Fleet	4/15/2025	\$ 1,050.69
City of Pharr	4/14/2025	\$ 7,556.78
City of Pharr	4/14/2025	\$ 5,650.20
City of Pharr	4/14/2025	\$ 163,755.26
City of Pharr	4/9/2025	\$ 205.00
City of Pharr	4/14/2025	\$ 7,995.00
Pharr Economic Development Corporation	4/1/2025	\$ 4,480.00
Bentley Systems, Inc.	4/19/2025	\$ 6,484.00
Bracewell, LLP	4/11/2025	\$ 6,745.33
Pathfinder Public Affairs	3/31/2025	\$ 10,000.00
Pena Designs	4/2/2025	\$ 200.00
A-Fast Delivery, LLC	4/4/2025	\$ 125.00
Escobedo & Cardenas, LLP	4/4/2025	\$ 150.00
Office Depot	4/9/2025	\$ 51.12
Ramon Navarro	4/4/2025	\$ 570.81
Ramon Navarro	3/31/2025	\$ 282.06
Ramon Navarro	4/17/2025	\$ 212.59
Zitro Electric	4/14/2025	\$ 270.00
Xerox Corporate - Xerox Financial Services	4/11/2025	\$ 598.00
Xerox Corporate - Xerox Financial Services	4/11/2025	\$ 219.46
Credit Card Services	4/3/2025	\$ 2,054.57
Credit Card Services	4/3/2025	\$ 1,680.13
Credit Card Services	4/3/2025	\$ 955.63
Credit Card Services	4/3/2025	\$ 25.00
		<b>\$ 221,316.63</b>

### Wilmington Trust 44/365 Project Construction & Related Costs 2022 A

Law Office of Richard A. Cantu, P.C.	4/4/2025	\$ 216.14
		<b>\$ 216.14</b>

### Wilmington Trust 45/Capital Projects

Pulice Construction, Inc.	4/16/2025	\$ 5,405,968.53
SICE Inc.	4/1/2025	\$ 109,717.34
Law Office of Richard A. Cantu, P.C.	4/4/2025	\$ 1,725.86
Bracewell, LLP	4/11/2025	\$ 18,905.00
Escobedo & Cardenas, LLP	4/4/2025	\$ 1,098.00
Texas Department of Transportation	4/15/2025	\$ 1,071.39
Schwab and Stroope, PLLC	4/1/2025	\$ 3,217.50
SWG Engineering, LLC	4/1/2025	\$ 5,740.00
Terracon Consultants, Inc.	4/14/2025	\$ 12,375.34
Terracon Consultants, Inc.	4/14/2025	\$ 170,245.32
Atlas Technical Consultants, LLC	4/3/2025	\$ 44,904.14
B2Z Engineering	4/3/2025	\$ 58,970.13
B2Z Engineering	4/2/2025	\$ 8,450.23

Make Check Payable to	Inv Date	Amount	
HDR Engineering, Inc.	4/4/2025	\$	101,452.45
HDR Engineering, Inc.	4/4/2025	\$	37,808.29
HDR Engineering, Inc.	4/4/2025	\$	10,000.00
Hidalgo County Drainage District No.1	4/9/2025	\$	89,635.70
Raba Kistner, Inc.	4/2/2025	\$	12,151.86
Oil Patch & Fuel Supply Inc.	4/7/2025	\$	1,975.77
Burrow Global Construcion, LLC	3/27/2025	\$	18,400.00
C&M Associates, Inc.	3/31/2025	\$	9,800.00
SmartCom Telephone LLC	4/17/2025	\$	19,277.81
		\$	<b>6,142,890.66</b>

Previously Paid ACH

Sub Total - General -41 (Operating)	\$	221,316.63
Sub Total - Construction/Related Costs-44 (New Bonds A)	\$	216.14
Sub Total - Capital Projects-45 (Disbursement)	\$	6,142,890.66
	\$	<b>6,364,423.43</b>

**Approved:** \_\_\_\_\_  
Robert L. Lozano, Chairman

\_\_\_\_\_  
Pilar Rodriguez, Executive Director

**Approved:** \_\_\_\_\_  
Juan Carlos Del Ángel, Secretary/Treasurer

**4/22/2025**

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Item 3C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  3C    
 04/15//25   
 04/22/25 

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF FEBRUARY 2025**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of financial report for the month of February 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A  
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the months of February 2025, as presented.**
6. Planning Committee's Recommendation:      Approved      Disapproved   X   None
7. Finance Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None
11. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved      Disapproved      None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF NET POSITION FEBRUARY 28, 2025**

**ASSETS**

<b>CURRENT ASSETS</b>	
Cash & cash equivalents	\$ 17,591,148
Cash with fiscal agent-promises	55,527
Cash & cash equivalents-Capital Projects	80,590,924
Investment-Capital Projects nonrestricted	18,600,669
Accrued interest receivable-Capital Project nonrestricted	48,459
Accounts Receivable - VR Fees	642,320
Accounts Receivable - Promiles	18,314
Advance	2,513,637
Prepaid expense	40,125
Prepaid bond insurances	264,132
Total Current Assets	120,365,255
<b>RESTRICTED ASSETS</b>	
Cash & equivalent-Construction 2022 A	23,803
Accrued interest receivable-Construction Projects	8,546
Investment-2020 debt service	1,076,838
Investment-debt service: 2022 A&B	1,059,357
Cash & equivalents-debt service reserves: 2022 A&B	20,008,335
Accrued interest receivable-Debt Svc	5,132
Total Restricted Assets	22,182,011
<b>CAPITAL ASSETS</b>	
Land-ROW	914,934
Land-environmental	441,105
Leasehold improvements	388,932
Office equipment/other	40,946
Right to use-Bldg	437,340
Road-BSIF	3,010,637
Construction in progress	318,426,254
Accumulated depreciation	(646,183)
Accumulated amortization	(295,205)
Total Capital Assets	322,718,761
<b>TOTAL ASSETS</b>	<b>\$ 465,266,027</b>

**LIABILITIES AND NET POSITION**

<b>CURRENT LIABILITIES</b>	
Accounts payable	\$ 11,037
Accounts payable-City of Pharr	158,366
Lease Payable	162,922
O/W Off System Corridor	68,315
Unearned Revenue - Overweight Permit Escrow	55,527
Current Portion of Bond Premium 2020A	45,256
Current Portion of Bond Premium 2022 A	356,126
Current Portion of Bond Premium 2022 B	132,309
Total Current Liabilities	989,858
<b>RESTRICTED LIABILITIES</b>	
Accounts payable-capital projects	1,200
Current Portion of Long-Term 2020 Debt	2,345,000
Accrued bond interest payable	533,346
Retainage payable	216,439
Total Restricted Liabilities	3,095,985
<b>LONG-TERM LIABILITIES</b>	
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	50,915,000
2022 Series A Bonds Payable	160,520,718
2022 Series B Bonds Payable	67,809,385
Bond premium 2020A	1,120,084
Bond premium 2022A	11,010,222
Bond premium 2022B	4,090,549
Total Long-Term Liabilities	305,335,958
Total Liabilities	309,421,801
<b>NET POSITION</b>	
Investment in Capital Assets, Net of Related Debt	13,623,754
Restricted for:	
Debt Service	19,053,677
Capital projects	32,349
Unrestricted	123,134,446
Total Net Position	155,844,226
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 465,266,027</b>





Pharr, TX

# Balance Sheet

## Account Summary

As Of 02/28/2025

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	516,738.87
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	9,421,973.84
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,137,785.38
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	6,514,650.92
<a href="#">41-1-1113-000</a>	ACCOUNTS RECIEVABLES-VR FEES	642,320.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	18,314.40
<a href="#">41-1-1113-100</a>	PROMILES-PREPAID/ESCROW OVERWE	55,526.56
<a href="#">41-1-1601-000</a>	PREPAID EXPENSE	40,124.57
<a href="#">41-1-1601-001</a>	PREPAID BOND INSURANCE	264,131.78
<a href="#">41-1-1910-001</a>	LAND - RIGHT OF WAY	914,933.99
<a href="#">41-1-1910-002</a>	LAND - ENVIORNMENTAL	441,105.00
<a href="#">41-1-1920-004</a>	LEASEHOLD IMPROV.	388,932.22
<a href="#">41-1-1922-000</a>	ACCUM DEPR - BUILDINGS	-209,157.33
<a href="#">41-1-1940-001</a>	OFFICE FURNITURE & FIXTURES	32,339.94
<a href="#">41-1-1940-002</a>	COMPUTER/SOFTWARE	8,606.51
<a href="#">41-1-1940-003</a>	RIGHT TO USE- BLDG	437,340.00
<a href="#">41-1-1942-000</a>	ACCUM DEPR - MACH & EQUIP	-31,607.47
<a href="#">41-1-1942-001</a>	ACCUM AMORT-BLDG	-295,205.00
<a href="#">41-1-1950-001</a>	ROADS - BSIF	3,010,636.97
<a href="#">41-1-1952-000</a>	ACCUM DEPR - INFRASTRUCTURE	-405,418.28
<a href="#">41-1-1960-000</a>	CONSTRUCTION IN PROGRESS	318,426,254.49
<b>Total Assets:</b>		<b>341,330,327.36</b>
		<b>341,330,327.36</b>
<b>Liability</b>		
<a href="#">41-2-1212-000</a>	ACCOUNTS PAYABLE	11,037.06
<a href="#">41-2-1212-001</a>	A/P CITY OF PHARR	158,365.61
<a href="#">41-2-1212-008</a>	O/W OFF SYSTEM CORRIDOR	68,314.50
<a href="#">41-2-1212-010</a>	LEASE PAYABLE	162,921.78
<a href="#">41-2-1213-007</a>	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
<a href="#">41-2-1213-008</a>	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
<a href="#">41-2-1213-010</a>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
<a href="#">41-2-1213-012</a>	BONDS PAYABLE CURRENT- 2020B	2,345,000.00
<a href="#">41-2-1213-100</a>	UNEARNED REV.-OVERWEIGHT	55,526.56
<a href="#">41-2-1214-004</a>	UNAMORTIZED PREM- 2020A	1,120,084.02
<a href="#">41-2-1214-005</a>	LT UNAMORTIZED PREM 2022 A	11,010,221.88
<a href="#">41-2-1214-006</a>	LT UNAMORTIZED PREM 2022 B	4,090,549.22
<a href="#">41-2-1214-011</a>	LONG TERM BONDS- 2020A	9,870,000.00
<a href="#">41-2-1214-012</a>	LONG TERM BONDS- 2020B	50,915,000.00
<a href="#">41-2-1214-013</a>	LT BOND PAY 2022 A	160,520,718.35
<a href="#">41-2-1214-014</a>	LT BOND PAY 2022 B	67,809,385.15
<b>Total Liability:</b>		<b>308,670,814.71</b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	31,876,085.01
<b>Total Beginning Equity:</b>		<b>31,876,085.01</b>
Total Revenue		1,793,666.55
Total Expense		1,010,238.91
Revenues Over/Under Expenses		783,427.64
<b>Total Equity and Current Surplus (Deficit):</b>		<b>32,659,512.65</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b>341,330,327.36</b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 41 - HCRMA-GENERAL</b>						
<b>Revenue</b>						
<a href="#">41-4-1504-000</a>	VEHICLE REGISTRATION FEES	0.00	0.00	642,320.00	1,371,300.00	-1,371,300.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	0.00	0.00	129,708.00	298,296.00	-298,296.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	0.00	0.00	58,735.03	124,070.55	-124,070.55
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>830,763.03</b>	<b>1,793,666.55</b>	<b>-1,793,666.55</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	844,500.00	844,500.00	31,799.44	76,448.02	768,051.98
<a href="#">41-52900-1104-000</a>	OVERTIME	1,000.00	1,000.00	94.12	169.84	830.16
<a href="#">41-52900-1105-000</a>	FICA	67,911.00	67,911.00	3,054.54	6,677.83	61,233.17
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	59,040.00	59,040.00	3,148.15	6,241.30	52,798.70
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	123,838.00	123,838.00	3,971.00	9,875.64	113,962.36
<a href="#">41-52900-1115-001</a>	RETIREMENT- USCT	90,000.00	90,000.00	0.00	0.00	90,000.00
<a href="#">41-52900-1116-000</a>	PHONE ALLOWANCE	7,500.00	7,500.00	254.99	647.29	6,852.71
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	26,400.00	26,400.00	839.99	2,132.29	24,267.71
<a href="#">41-52900-1122-000</a>	EAP- ASSISTANCE PROGRAM	348.00	348.00	0.00	0.00	348.00
<a href="#">41-52900-1178-000</a>	ADMIN FEE	15,600.00	15,600.00	900.00	1,800.00	13,800.00
<a href="#">41-52900-1179-000</a>	CONTINGENCY	42,225.00	42,225.00	0.00	0.00	42,225.00
<a href="#">41-52900-1200-000</a>	OFFICE SUPPLIES	6,000.00	6,000.00	1,617.98	1,617.98	4,382.02
<a href="#">41-52900-1603-000</a>	BUILDING REMODEL	100,000.00	100,000.00	0.00	0.00	100,000.00
<a href="#">41-52900-1604-000</a>	MAINTENANCE & REPAIR	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-52900-1605-000</a>	JANITORIAL	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">41-52900-1606-000</a>	UTILITIES	3,000.00	3,000.00	146.17	146.17	2,853.83
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	1,928.95	10,071.05
<a href="#">41-52900-1607-001</a>	CONTRACTUAL SERVICES	8,000.00	8,000.00	0.00	288.00	7,712.00
<a href="#">41-52900-1610-000</a>	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	2,500.00	2,500.00	15,500.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	5.70	5.70	494.30
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	2,000.00	2,000.00	228.76	228.76	1,771.24
<a href="#">41-52900-1620-000</a>	GENERAL LIABILITY	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-52900-1621-000</a>	INSURANCE-E&O	2,000.00	2,000.00	0.00	0.00	2,000.00
<a href="#">41-52900-1622-000</a>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
<a href="#">41-52900-1623-000</a>	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	0.00	500.00
<a href="#">41-52900-1623-001</a>	INSURANCE-OTHER	7,000.00	7,000.00	0.00	0.00	7,000.00
<a href="#">41-52900-1623-002</a>	INSURANCE- CYBERSECURITY	12,000.00	12,000.00	528.65	528.65	11,471.35
<a href="#">41-52900-1630-000</a>	BUSINESS MEALS	2,500.00	2,500.00	0.00	0.00	2,500.00
<a href="#">41-52900-1640-000</a>	ADVERTISING	2,200.00	2,200.00	0.00	0.00	2,200.00
<a href="#">41-52900-1641-000</a>	MARKETING	250,000.00	250,000.00	0.00	0.00	250,000.00
<a href="#">41-52900-1642-123</a>	OUTREACH	50,000.00	50,000.00	0.00	0.00	50,000.00
<a href="#">41-52900-1650-000</a>	TRAINING	8,000.00	8,000.00	0.00	0.00	8,000.00
<a href="#">41-52900-1660-000</a>	TRAVEL	6,000.00	6,000.00	706.46	706.46	5,293.54
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	10,000.00	10,000.00	1,307.27	1,307.27	8,692.73
<a href="#">41-52900-1703-000</a>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
<a href="#">41-52900-1705-000</a>	ACCOUNTING FEES	40,000.00	40,000.00	205.00	205.00	39,795.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	50,000.00	50,000.00	4,941.45	4,941.45	45,058.55
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	10,000.00	110,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	20,000.00	20,000.00	0.00	0.00	20,000.00
<a href="#">41-52900-1712-001</a>	INSURANCE CONSULTANT	15,000.00	15,000.00	0.00	0.00	15,000.00
<a href="#">41-52900-1715-000</a>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	8,960.00	45,040.00
<a href="#">41-52900-1715-001</a>	RENT-OFFICE EQUIPMENT	9,000.00	9,000.00	1,794.00	1,794.00	7,206.00
<a href="#">41-52900-1715-002</a>	RENT-OTHER	3,500.00	3,500.00	258.00	258.00	3,242.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	25,000.00	25,000.00	200.00	200.00	24,800.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	500.00	500.00	2,000.00	4,500.00	-4,000.00
<a href="#">41-52900-1732-000</a>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00

## Income Statement

For Fiscal: 2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">41-52900-1850-000</a>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1899-000</a>	NON-CAPITAL	10,000.00	10,000.00	0.00	0.00	10,000.00
<a href="#">41-52900-1999-003</a>	TRANSFER OUT TO DEBT	0.00	0.00	18,000.00	18,000.00	-18,000.00
<a href="#">41-52900-1999-006</a>	TRANS OUT- 2020 DEBT SVC	0.00	0.00	540,621.57	540,621.57	-540,621.57
<a href="#">41-52900-1999-010</a>	TRANSFER OUT 2022 PROJECT	0.00	0.00	0.00	123,195.83	-123,195.83
<a href="#">41-53000-1100-000</a>	SALARIES	621,485.00	621,485.00	35,794.55	71,798.76	549,686.24
<a href="#">41-53000-1104-000</a>	OVERTIME	50,000.00	50,000.00	12,800.31	17,266.07	32,733.93
<a href="#">41-53000-1105-000</a>	FICA	53,746.00	53,746.00	3,672.23	6,749.39	46,996.61
<a href="#">41-53000-1106-000</a>	HEALTH INSURANCE	59,040.00	59,040.00	3,093.15	6,186.30	52,853.70
<a href="#">41-53000-1115-000</a>	EMPLOYEES RETIREMENT	83,956.00	83,956.00	6,104.35	11,642.64	72,313.36
<a href="#">41-53000-1116-000</a>	PHONE ALLOWANCE	9,600.00	9,600.00	438.42	899.92	8,700.08
<a href="#">41-53000-1117-000</a>	CAR ALLOWANCE	7,200.00	7,200.00	360.00	913.84	6,286.16
<a href="#">41-53000-1122-000</a>	EAP- ASSISTANCE PROGRAM	348.00	348.00	0.00	0.00	348.00
<a href="#">41-53000-1178-000</a>	ADMN FEE	15,600.00	15,600.00	1,125.00	2,025.00	13,575.00
<a href="#">41-53000-1179-000</a>	CONTINGENCY	31,074.00	31,074.00	0.00	0.00	31,074.00
<a href="#">41-53000-1200-000</a>	OFFICE SUPPLIES	5,000.00	5,000.00	163.55	163.55	4,836.45
<a href="#">41-53000-1201-000</a>	SMALL TOOLS	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-53000-1605-000</a>	JANITORIAL	300.00	300.00	0.00	0.00	300.00
<a href="#">41-53000-1606-001</a>	UTILITIES	750.00	750.00	60.90	60.90	689.10
<a href="#">41-53000-1608-000</a>	UNIFORMS	4,000.00	4,000.00	0.00	0.00	4,000.00
<a href="#">41-53000-1610-000</a>	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	1,000.00
<a href="#">41-53000-1610-001</a>	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	23,500.00	23,500.00	1,500.00
<a href="#">41-53000-1611-000</a>	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
<a href="#">41-53000-1640-000</a>	ADVERTISING	7,000.00	7,000.00	1,576.50	1,576.50	5,423.50
<a href="#">41-53000-1650-000</a>	TRAINING	5,000.00	5,000.00	675.00	675.00	4,325.00
<a href="#">41-53000-1660-000</a>	TRAVEL	5,000.00	5,000.00	253.00	253.00	4,747.00
<a href="#">41-53000-1662-000</a>	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
<a href="#">41-53000-1715-001</a>	RENTAL - OFFICE EQUIPMENT	2,800.00	2,800.00	658.38	658.38	2,141.62
<a href="#">41-53000-1715-002</a>	RENT-OTHER	2,000.00	2,000.00	0.00	0.00	2,000.00
<a href="#">41-53000-1715-010</a>	VEHICLE RENTAL	70,000.00	70,000.00	3,686.04	7,294.80	62,705.20
<a href="#">41-53000-1715-011</a>	VEHICLE INSURANCE	4,000.00	4,000.00	5,815.10	5,815.10	-1,815.10
<a href="#">41-53000-1715-012</a>	VEHICLE MAINTENANCE	2,500.00	2,500.00	939.58	939.58	1,560.42
<a href="#">41-53000-1715-013</a>	VEHICLE FUEL	10,000.00	10,000.00	702.36	702.36	9,297.64
<a href="#">41-53000-1850-000</a>	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-53000-1899-000</a>	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-54000-1100-000</a>	SALARIES	485,000.00	485,000.00	7,000.01	17,769.25	467,230.75
<a href="#">41-54000-1105-000</a>	FICA	38,300.00	38,300.00	538.52	1,376.76	36,923.24
<a href="#">41-54000-1106-000</a>	HEALTH INSURANCE	29,520.00	29,520.00	618.63	1,237.26	28,282.74
<a href="#">41-54000-1115-000</a>	EMPLOYEES RETIREMENT	37,600.00	37,600.00	1,010.15	2,534.11	35,065.89
<a href="#">41-54000-1116-000</a>	PHONE ALLOWANCE	4,800.00	4,800.00	59.99	152.29	4,647.71
<a href="#">41-54000-1117-000</a>	CAR ALLOWANCE	21,600.00	21,600.00	360.00	913.84	20,686.16
<a href="#">41-54000-1122-000</a>	EAP- ASSISTANCE PROGRAM	174.00	174.00	0.00	0.00	174.00
<a href="#">41-54000-1178-000</a>	ADMN FEE	7,800.00	7,800.00	150.00	300.00	7,500.00
<a href="#">41-54000-1179-000</a>	CONTINGENCY	21,600.00	21,600.00	0.00	0.00	21,600.00
<a href="#">41-54000-1200-000</a>	OFFICE SUPPLIES	750.00	750.00	248.31	378.20	371.80
<a href="#">41-54000-1610-000</a>	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	0.00	1,500.00
<a href="#">41-54000-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	75,000.00	75,000.00	0.00	0.00	75,000.00
<a href="#">41-54000-1611-000</a>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00
<a href="#">41-54000-1640-000</a>	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00
<a href="#">41-54000-1650-000</a>	TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-54000-1660-000</a>	TRAVEL	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-54000-1899-000</a>	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
<a href="#">41-58000-1604-001</a>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	465.00	2,535.00
<a href="#">41-58000-1606-002</a>	UTILITIES - BSIF	1,000.00	1,000.00	65.11	65.11	934.89
<a href="#">41-58000-1623-001</a>	INSURANCE OTHER	15,000.00	15,000.00	0.00	0.00	15,000.00
Expense Total:		3,993,555.00	3,993,555.00	745,922.38	1,010,238.91	2,983,316.09
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		-3,993,555.00	-3,993,555.00	84,840.65	783,427.64	
Total Surplus (Deficit):		-3,993,555.00	-3,993,555.00	84,840.65	783,427.64	



Pharr, TX

# Bank Statement Register

## GENERAL OPERATING

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05086

### Bank Statement

### General Ledger

Beginning Balance	269,848.65
Plus Debits	539,068.70
Less Credits	263,083.35
Adjustments	0.00
Ending Balance	545,834.00

Account Balance	516,738.87
Less Outstanding Debits	0.00
Plus Outstanding Credits	29,095.13
Adjustments	0.00
Adjusted Account Balance	545,834.00

Statement Ending Balance	545,834.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100413</a>	Deposit	TO RECORD MONTHLY DISB	398,071.30
02/28/2025	<a href="#">DEP0100539</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	35,208.00
02/28/2025	<a href="#">DEP0100540</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,064.40
02/28/2025	<a href="#">DEP0100541</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	35,208.00
02/28/2025	<a href="#">DEP0100542</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	2,091.50
02/28/2025	<a href="#">DEP0100543</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	24,030.00
02/28/2025	<a href="#">DEP0100544</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,069.10
02/28/2025	<a href="#">DEP0100545</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	35,262.00
02/28/2025	<a href="#">DEP0100546</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,064.40
Total Cleared Deposits (9)				539,068.70

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
02/06/2025	<a href="#">2877</a>	Check	A FAST DELIVERY	-141.00
02/06/2025	<a href="#">2879</a>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-904.00
02/06/2025	<a href="#">2880</a>	Check	ALLTERRA CENTRAL, INC.	-1,000.00
02/06/2025	<a href="#">2881</a>	Check	CITY OF MCALLEN	-2,000.00
02/06/2025	<a href="#">2882</a>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-92.32
02/06/2025	<a href="#">2883</a>	Check	INFO TECH	-15,750.00
02/06/2025	<a href="#">2884</a>	Check	INTERNATIONAL BRIDGE, TUNNEL & TURN	-2,500.00
02/06/2025	<a href="#">2885</a>	Check	OFFICE DEPOT	-269.72
02/06/2025	<a href="#">2887</a>	Check	TEXAS MUNICIPAL LEAGUE INTERGOVERN	-6,343.75
02/06/2025	<a href="#">2888</a>	Check	WILMINGTON TRUST FEE COLLECTIONS	-2,000.00



## Cleared Checks

Item Date	Reference	Item Type	Description	Amount
02/06/2025	<u>2889</u>	Check	XEROX CORPORATION	-1,634.92
Total Cleared Checks (11)				-32,635.71

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/03/2025	<u>DFT0013235</u>	Bank Draft	CITY OF PHARR	-850.00
02/04/2025	<u>DFT0013240</u>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
02/04/2025	<u>DFT0013243</u>	Bank Draft	PENA DESIGNS	-200.00
02/07/2025	<u>DFT0013237</u>	Bank Draft	CITY OF PHARR	-205.00
02/07/2025	<u>DFT0013244</u>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-240.00
02/10/2025	<u>DFT0013241</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-4,701.45
02/13/2025	<u>DFT0013236</u>	Bank Draft	CITY OF PHARR	-121,805.10
02/13/2025	<u>DFT0013238</u>	Bank Draft	CITY OF PHARR	-6,765.00
02/15/2025	<u>DFT0013234</u>	Bank Draft	VALERO FLEET	-702.36
02/19/2025	<u>DFT0013239</u>	Bank Draft	CITY OF PHARR	-3,686.04
02/28/2025	<u>DFT0013242</u>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
02/28/2025	<u>EFT0006135</u>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-55.00
02/28/2025	<u>EFT0006150</u>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-1,063.92
02/28/2025	<u>EFT0006151</u>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-859.62
02/28/2025	<u>EFT0006152</u>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-1,394.04
02/28/2025	<u>EFT0006153</u>	EFT	TO RECORD OUTGOING WIRE FUND 41	-73,440.11
Total Cleared Other (16)				-230,447.64

## Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
02/06/2025	<u>2878</u>	Check	ADVANCE PUBLISHING LLC	-220.50
02/06/2025	<u>2886</u>	Check	OFFICE DEPOT	-248.31
02/26/2025	<u>2890</u>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-452.00
02/26/2025	<u>2891</u>	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-1,036.77
02/26/2025	<u>2892</u>	Check	INFO TECH	-6,750.00
02/26/2025	<u>2893</u>	Check	MOODY'S INVESTORS SERVICE, INC.	-18,000.00
02/26/2025	<u>2894</u>	Check	OFFICE DEPOT	-1,187.04
02/26/2025	<u>2895</u>	Check	UBEO MIDCO, LLC	-383.05
02/26/2025	<u>2896</u>	Check	XEROX CORPORATION	-817.46
Total Outstanding Checks (9)				-29,095.13



Pharr, TX

# Bank Statement Register

## POOL INVESTMENTS

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05083

*03/26/25*

Bank Statement		General Ledger	
Beginning Balance	9,389,562.72	Account Balance	9,421,973.84
Plus Debits	32,411.12	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	9,421,973.84	Adjusted Account Balance	9,421,973.84
Statement Ending Balance		9,421,973.84	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<u>DEP0100422</u>	Deposit	TO RECORD INTEREST REV	32,411.12
Total Cleared Deposits (1)				32,411.12



Pharr, TX

# Bank Statement Register

RMA LOGIC ROAD MAINT

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05082

03/26/25

Bank Statement		General Ledger	
Beginning Balance	1,133,871.45	Account Balance	1,137,785.38
Plus Debits	3,913.93	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,137,785.38	Adjusted Account Balance	1,137,785.38
Statement Ending Balance		1,137,785.38	
Bank Difference		0.00	
General Ledger Difference		0.00	

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-001 INVESTMENT-ROAD MAINT,

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100423</a>	Deposit	TO RECORD INTEREST REV	3,913.93
Total Cleared Deposits (1)				3,913.93



Pharr, TX

# Bank Statement Register

## INVESTMENT-GENERAL

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05081

3/26/25

### Bank Statement

### General Ledger

Beginning Balance	6,492,240.94
Plus Debits	22,409.98
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,514,650.92

Account Balance	6,514,650.92
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,514,650.92

Statement Ending Balance	6,514,650.92
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-002 INVESTMENT-GENERAL

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100412</a>	Deposit	HCRMA FUND 41 EXPENSES FEB 2025	22,409.98
Total Cleared Deposits (1)				22,409.98





Pharr, TX

# Balance Sheet

## Account Summary

As Of 02/28/2025

Account	Name	Balance
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>		
<b>Assets</b>		
<u>42-1-1102-002</u>	INVESTMENTS D/S 2022 A SERIES	725,614.40
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	333,743.48
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	13,789,286.65
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	6,219,047.63
<u>42-1-1113-012</u>	ACCRUED INTEREST	5,131.67
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	1,076,838.23
	<b>Total Assets:</b>	<b>22,149,662.06</b>
		<b><u>22,149,662.06</u></b>
<b>Liability</b>		
<u>42-2-4214-007</u>	ACCRUED INTEREST PAY- 2020 SERIES	135,492.00
<u>42-2-4214-008</u>	ACCRUED INTEREST PAY - 2022 A SERIES	274,658.00
<u>42-2-4214-009</u>	ACCRUED INTEREST PAY 2022 B SERIES	123,196.00
	<b>Total Liability:</b>	<b>533,346.00</b>
<b>Equity</b>		
<u>42-3-4400-000</u>	FUND BALANCE	20,798,997.32
	<b>Total Beginning Equity:</b>	<b>20,798,997.32</b>
Total Revenue		817,318.74
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<b>817,318.74</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>21,616,316.06</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>22,149,662.06</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>						
<b>Revenue</b>						
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	1,129.15	2,078.49	-2,078.49
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	2,478.26	5,395.12	-5,395.12
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	1,370.58	2,637.91	-2,637.91
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	47,434.50	100,199.42	-100,199.42
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	21,393.20	45,190.40	-45,190.40
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	538,621.57	661,817.40	-661,817.40
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>612,427.26</b>	<b>817,318.74</b>	<b>-817,318.74</b>
<b>Fund: 42 - HCRMA-DEBT SERVICE Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>612,427.26</b>	<b>817,318.74</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>612,427.26</b>	<b>817,318.74</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENT D/S 2022A SERIES

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05080

03/26/25

### Bank Statement

### General Ledger

Beginning Balance	722,974.32
Plus Debits	2,640.08
Less Credits	0.00
Adjustments	0.00
Ending Balance	725,614.40

Account Balance	725,614.40
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	725,614.40

Statement Ending Balance	725,614.40
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-002 INVESTMENTS D/S 2022 A SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<u>DEP0100415</u>	Deposit	TO RECORD MONTHLY ACTIVITY	2,640.08
Total Cleared Deposits (1)				2,640.08



Pharr, TX

# Bank Statement Register

## INVESTMENT D/S 2022B SERIES

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05079

03/26/25

### Bank Statement

Beginning Balance	552.59
Plus Debits	456,386.72
Less Credits	123,195.83
Adjustments	0.00
Ending Balance	333,743.48

### General Ledger

Account Balance	333,743.48
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	333,743.48

Statement Ending Balance	333,743.48
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-003 INVESTMENTS D/S2022 B SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<u>DEP0100416</u>	Deposit	TO RECORD CASH TRANSACTIONS	456,386.72
Total Cleared Deposits (1)				456,386.72

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<u>EFT0006113</u>	EFT	TO RECORD CASH OUTFLOW	-123,195.83
Total Cleared Other (1)				-123,195.83



Pharr, TX

# Bank Statement Register

INVESTMENT SR 2022A

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05078

## Bank Statement

## General Ledger

Beginning Balance	161.82
Plus Debits	0.00
Less Credits	161.82
Adjustments	0.00
Ending Balance	0.00

Account Balance	0.00
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	0.00

Statement Ending Balance	0.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-004 INVESTMENT SR 2022A

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<u>EFT0006114</u>	EFT	TO RECORD MONTHLY ACTIVITY	-161.82
Total Cleared Other (1)				-161.82





Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022A SERIES

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05077

### Bank Statement

### General Ledger

Beginning Balance	13,741,852.15
Plus Debits	47,434.50
Less Credits	0.00
Adjustments	0.00
Ending Balance	13,789,286.65

Account Balance	13,789,286.65
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	13,789,286.65

Statement Ending Balance	13,789,286.65
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-010 INVESTMENTS RESERVE D/S 2022 A SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100417</a>	Deposit	TO RECORD FEB INT	47,434.50
Total Cleared Deposits (1)				47,434.50



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022B SERIES

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05076

03/26/25

### Bank Statement

### General Ledger

Beginning Balance	6,197,654.43
Plus Debits	45,190.40
Less Credits	23,797.20
Adjustments	0.00
Ending Balance	6,219,047.63

Account Balance	6,219,047.63
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,219,047.63

Statement Ending Balance	6,219,047.63
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-011 INVESTMENTS RESERVE D/S 2022 B SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/26/2025	<a href="#">DEP0099199</a>	Deposit	TO RECORD JAN INTEREST	23,797.20
02/28/2025	<a href="#">DEP0100418</a>	Deposit	TO RECORD FEB INT	21,393.20
Total Cleared Deposits (2)				45,190.40

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/26/2025	<a href="#">EFT0006001</a>	EFT	TO REVERSE INTEREST JAN FUND 42 HCRI	-23,797.20
Total Cleared Other (1)				-23,797.20



Pharr, TX

# Bank Statement Register

## INVESTMENT JR LIEN REV BDS 2022B

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05075

*03/26/25*

### Bank Statement

### General Ledger

Beginning Balance	455,016.14
Plus Debits	2,736.92
Less Credits	457,753.06
Adjustments	0.00
Ending Balance	0.00

Account Balance	0.00
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	0.00

Statement Ending Balance	0.00
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-1102-012

INVESTMENT JR LIEN REV BDS 2022B

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100419</a>	Deposit	TO RECORD FEB INT	1,368.20
02/28/2025	<a href="#">DEP0100427</a>	Deposit	TO RECORD FEB INT	1,368.72
Total Cleared Deposits (2)				2,736.92

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100419</a>	EFT	TO RECORD FEB INT	-1,368.20
02/28/2025	<a href="#">EFT0006115</a>	EFT	TO RECORD CASH OUTFLOW	-456,384.86
Total Cleared Other (2)				-457,753.06



Pharr, TX

# Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05074

## Bank Statement

## General Ledger

Beginning Balance	413,891.68
Plus Debits	662,946.55
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,076,838.23

Account Balance	1,076,838.23
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,076,838.23

Statement Ending Balance	1,076,838.23
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

## Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100420</a>	Deposit	TO RECORD FEB INT	1,129.15
02/28/2025	<a href="#">DEP0100421</a>	Deposit	TO RECORD CASH RECPTS	661,817.40
Total Cleared Deposits (2)				662,946.55



Pharr, TX

# Balance Sheet

## Account Summary

As Of 02/28/2025

Account	Name	Balance	
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>			
<b>Assets</b>			
<u>44-1-1102-001</u>	INVESTMENTS - 2022 A SERIES	23,801.28	
<u>44-1-1102-002</u>	INVESTMENTS - 2022 B SERIES	2.39	
<u>44-1-1113-012</u>	ACCRUED INTEREST	8,546.37	
	<b>Total Assets:</b>	<b>32,350.04</b>	<b><u>32,350.04</u></b>
<b>Liability</b>			
<u>44-2-1212-000</u>	ACCOUNTS PAYABLE	1,200.00	
<u>44-2-1212-009</u>	RETAINAGE PAYABLE	216,438.78	
	<b>Total Liability:</b>	<b>217,638.78</b>	
<b>Equity</b>			
<u>44-3-1400-000</u>	FUND BALANCE	848,036.72	
	<b>Total Beginning Equity:</b>	<b>848,036.72</b>	
Total Revenue		37,805.18	
Total Expense		1,071,130.64	
Revenues Over/Under Expenses		-1,033,325.46	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>-185,288.74</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>32,350.04</u></b>





Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>						
<b>Revenue</b>						
<u>44-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	4,001.28	37,805.18	-37,805.18
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>4,001.28</b>	<b>37,805.18</b>	<b>-37,805.18</b>
<b>Expense</b>						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	0.00	0.00	194,654.18	194,654.18	-194,654.18
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	0.00	0.00	23,930.75	23,930.75	-23,930.75
<u>44-52900-8842-001</u>	WET LAND	0.00	0.00	793,147.12	812,947.12	-812,947.12
<u>44-52900-8844-001</u>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	4,247.79	4,247.79	-4,247.79
<u>44-52900-8860-000</u>	365 TOLLWAY SYSTEM	0.00	0.00	35,350.80	35,350.80	-35,350.80
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>1,051,330.64</b>	<b>1,071,130.64</b>	<b>-1,071,130.64</b>
<b>Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-1,047,329.36</b>	<b>-1,033,325.46</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-1,047,329.36</b>	<b>-1,033,325.46</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENTS - 2022 A SERIES

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05085

*03/26/25*

### Bank Statement

### General Ledger

Beginning Balance	1,071,130.64
Plus Debits	4,001.28
Less Credits	1,051,330.64
Adjustments	0.00
Ending Balance	23,801.28

Account Balance	23,801.28
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	23,801.28

Statement Ending Balance	23,801.28
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

44-1-1102-001 INVESTMENTS - 2022 A SERIES

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100424</a>	Deposit	TO RECORD FEB INT	4,001.28
Total Cleared Deposits (1)				4,001.28

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">EFT0006117</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-34,867.80
02/28/2025	<a href="#">EFT0006118</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-13,779.01
02/28/2025	<a href="#">EFT0006119</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-6,602.50
02/28/2025	<a href="#">EFT0006120</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-1,738.50
02/28/2025	<a href="#">EFT0006121</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-5,124.00
02/28/2025	<a href="#">EFT0006122</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-12,742.92
02/28/2025	<a href="#">EFT0006123</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-132,922.58
02/28/2025	<a href="#">EFT0006124</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-35,209.67
02/28/2025	<a href="#">EFT0006125</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-7,430.84
02/28/2025	<a href="#">EFT0006126</a>	EFT	TO RECORD ACH FUND 44 HCRMA FEB 202	-785,716.28
02/28/2025	<a href="#">EFT0006219</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-297.00
02/28/2025	<a href="#">EFT0006220</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-4,247.79
02/28/2025	<a href="#">EFT0006221</a>	EFT	TO RECLASS EXPENSES ACH FROM FUND 4	-10,168.75
02/28/2025	<a href="#">EFT0006222</a>	EFT	TO RECORD ACH FUND 44 HCRMA FEB 202	-483.00
Total Cleared Other (14)				-1,051,330.64



Pharr, TX

# Balance Sheet

## Account Summary

As Of 02/28/2025

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<u>45-1-1102-000</u>	Pool Investment	99,191,593.72	
<u>45-1-1113-012</u>	ACCRUED INTEREST	48,458.99	
<u>45-1-1267-000</u>	ADVANCE	2,513,637.48	
	<b>Total Assets:</b>	<b>101,753,690.19</b>	<b><u>101,753,690.19</u></b>
<b>Liability</b>			
	<b>Total Liability:</b>	<b>0.00</b>	
<b>Equity</b>			
<u>45-3-1400-000</u>	Fund Balance	107,456,992.12	
	<b>Total Beginning Equity:</b>	<b>107,456,992.12</b>	
Total Revenue		729,809.53	
Total Expense		6,433,111.46	
Revenues Over/Under Expenses		-5,703,301.93	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>101,753,690.19</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>101,753,690.19</u></b>



Pharr, TX

# Income Statement

## Account Summary

For Fiscal: 2025 Period Ending: 02/28/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>						
<b>Revenue</b>						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	346,893.44	729,809.53	-729,809.53
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>346,893.44</b>	<b>729,809.53</b>	<b>-729,809.53</b>
<b>Expense</b>						
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	1,450.00	-1,450.00
<u>45-52900-8842-001</u>	WET LAND	0.00	0.00	734,351.03	734,351.03	-734,351.03
<u>45-52900-8844-000</u>	365 CONSTRUCTION FEDERAL	0.00	0.00	5,697,310.43	5,697,310.43	-5,697,310.43
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>6,431,661.46</b>	<b>6,433,111.46</b>	<b>-6,433,111.46</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-6,084,768.02</b>	<b>-5,703,301.93</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-6,084,768.02</b>	<b>-5,703,301.93</b>	



Pharr, TX

# Bank Statement Register

## Pool Investment

Period 2/1/2025 - 2/28/2025

Packet: BRPKT05084

03/26/25

### Bank Statement

### General Ledger

Beginning Balance	104,388,594.38
Plus Debits	1,234,660.80
Less Credits	6,431,661.46
Adjustments	0.00
Ending Balance	99,191,593.72

Account Balance	99,191,593.72
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	99,191,593.72

Statement Ending Balance	99,191,593.72
Bank Difference	0.00
General Ledger Difference	0.00

### CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

### Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
02/28/2025	<a href="#">DEP0100425</a>	Deposit	TO RECORD FEB INT	346,893.44
02/28/2025	<a href="#">DEP0100426</a>	Deposit	TO RECORD BILLING #32 RECEIVABLE	887,767.36
Total Cleared Deposits (2)				1,234,660.80

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
02/20/2025	<a href="#">DFT0013216</a>	Bank Draft	PULICE CONSTRUCTION INC	-5,697,310.43
02/28/2025	<a href="#">EFT0006116</a>	EFT	TO RECORD ACH FUND 45 HCRMA FEB 20:	-734,351.03
Total Cleared Other (2)				-6,431,661.46





Pharr, TX

# Balance Sheet

## Account Summary

As Of 02/28/2025

Account	Name	Balance
<b>Fund: 46 - HCRMA- VRF SERIES 2020A</b>		
<b>Assets</b>		
<u>46-1-1102-000</u>	INVESTMENTS	0.41
	<b>Total Assets:</b>	<b>0.41</b>
		<b>0.41</b>
<b>Liability</b>		
	<b>Total Liability:</b>	<b>0.00</b>
<b>Equity</b>		
<u>46-3-3400-000</u>	FUND BALANCE	0.41
	<b>Total Beginning Equity:</b>	<b>0.41</b>
Total Revenue		0.00
Total Expense		0.00
Revenues Over/Under Expenses		0.00
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>0.41</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>0.41</b>

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Item 3D

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/15/2025  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/2025  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING MARCH 31, 2025.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of the quarterly investment reports for the period ending March 31, 2025.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve the Quarterly Investment Report for the period ending March 31, 2025, as presented**
6. Planning Committee's Recommendation:      Approved      Disapproved   X   None
7. Board Attorney's Recommendation:      Approved      Disapproved   X   None
8. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
9. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None
10. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
11. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved      Disapproved      None



**Board of Directors**

**Robert L. Lozano, Chairman**

**Ezequiel Reyna, Jr., Vice-Chairman**

**Juan Carlos Del Ángel, Secretary/Treasurer**

**Jose Maria "Joe" Ochoa, Director**

**Roel "Roy" Rodriguez, P.E., Director**

**Sergio Saenz, Director**

**Michael J. Williamson, Director**

April 9, 2025

To: Robert L. Lozano, Chairman  
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer

RE: Quarterly Investment Report for Quarter Ending March 31, 2025 Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter investment disbursements totaled \$28,530,976 consisting primarily of project construction and related activities. Other sources included: internal transfers-in totaling \$1,939,363; contributions: (TxDOT Grant)--\$4,669,940; and total interest earned was \$1,547,664.

The PFIA also requires that the report contains a Statement of Compliance, signed by the Investment Officer, as presented below:

**STATEMENT OF COMPLIANCE**

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officers:

  
Pilar Rodriguez, Investment Officer

  
Jose H. Castillo, Investment Officer



**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**QUARTERLY INVESTMENT SUMMARY REPORT**  
**Quarter Ending March 31, 2025**

	<b>Local Govt. Investment Pool</b>	<b>Government (Federated) Securities</b>	<b>Total</b>
<b>COST</b>			
Beginning Balance	\$ 133,303,148	\$ 18,053,921	\$ 151,357,069
Additions:			
Interfund Transfers-in(net)	-	1,939,363	1,939,363
Contributions	-	4,669,940	4,669,940
Investment earnings-LOGIC	1,366,673	-	1,366,673
Investment earnings-Wilmington Trust	-	180,991	180,991
Deductions:			-
Construction and related expenses	(19,518,382)	(9,012,594)	(28,530,976)
Ending Balance	<u>\$ 115,151,439</u>	<u>\$ 15,831,621</u>	<u>\$ 130,983,060</u>

\*Transfer of funds between Wilmington and Logic accounts.

<b>MARKET VALUE</b>			
Beginning Balance	<u>\$ 136,281,159</u>	<u>\$ 15,099,346</u>	<u>\$ 151,380,505</u>
Ending Balance	<u>\$ 115,164,797</u>	<u>\$ 15,831,621</u>	<u>\$ 130,996,418</u>

\*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

Weighted Average Maturity- Logic/Gov. Sec.	44	30
Logic/Gov Sec. Weighted Average Yield	4.50%	4.01%

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**HOLDINGS BY INVESTMENTS**  
**QUARTERLY INVESTMENT REPORT**  
**Quarter Ending March 31, 2025**

Type of Investment	Beginning Cost	Wilmington Interest	LOGIC Interest	Interfund Transfers/ Contributions	Disbursements	Ending Cost	Market Value
<b>Local Govt. Investment Pool:</b>							
Contingency: #2731494001	9,353,509	-	105,829	750,000	-	10,209,338	
Road Maintenance: #2731494002	1,129,517	-	12,581	-	-	1,142,098	
<b>Total Local Govt. Investment Pool</b>	<u>\$ 10,483,026</u>	<u>\$ -</u>	<u>\$ 118,410</u>	<u>\$ 750,000</u>	<u>\$ -</u>	<u>\$ 11,351,436</u>	<u>\$ -</u>
<b>Government Securities (Federated Govt Obligations):</b>							
General FD #154037-003 & #7731494007	\$ 6,467,313	\$ 3	\$ 62,959	\$ (3,713,992)	\$ -	\$ 2,816,283	
Debt Service Fund 2020: #143255-001	216,306	3,867	-	1,189,363		1,409,536	
Debt Service Account Sr Rev Bonds #154037-000	6	157		(163)		-	
Debt Service Account #154037-001	720,213	7,467		2,569,548		3,297,228	
Debt Service Account #154038-000	330,555	3,636		(333,189)		1,002	
Debt Service Account #154038-001	551	365		1,477,795	-	1,478,711	
DSRF Account #154037-002 & #7731494006	13,689,088	4	152,464	-	-	13,841,556	
DSRF Account #154038-002 & #7731494005	6,173,857	3	68,761	-	-	6,242,621	
Project Account #154037-006 & #7731494009	13,051,197	9,418	28,603	-	(13,085,271)	3,947	
Project Account #154038-003 & #7731494010	2	-	-	-	-	2	
Disbursement Account: #106912-006 & #7731494008	100,224,956	156,071	935,476	4,669,940	(15,445,705)	90,540,738	
<b>Total Government Securities</b>	<u>\$ 140,874,044</u>	<u>\$ 180,991</u>	<u>\$ 1,248,263</u>	<u>\$ 5,859,302</u>	<u>\$ (28,530,976)</u>	<u>\$ 119,631,624</u>	<u>\$ -</u>
<b>Combined Totals</b>	<u>\$ 151,357,070</u>	<u>\$ 180,991</u>	<u>\$ 1,366,673</u>	<u>\$ 6,609,302</u>	<u>\$ (28,530,976)</u>	<u>\$ 130,983,060</u>	<u>\$ -</u>

\*Note-Logic interest earned on HCRMA's funds held by Trustee (Wilmington Trust)

**Wilmington Trust Investments Detail Activity  
Quarter Ending March 31, 2025**

**HIDALGO CO RMA 2020 DS FUND #143255-001**

		Wilmington	Income LOGIC		Interfund		Ending
Debt Svc.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	216,306	949	-	-	196,637	-	413,892
February	413,892	1,129	-	-	661,817	-	1,076,838
March	1,076,838	1,789	-	-	330,909	-	1,409,536
		<u>3,867</u>	<u>-</u>	<u>-</u>	<u>1,189,363</u>	<u>-</u>	

**CONTINGENCY ACCOUNT-LOGIC #2731494001**

		Wilmington	Income LOGIC		Interfund		Ending
Contingency:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	9,353,509	-	36,053	-	-	-	9,389,562
February	9,389,562	-	32,412	-	-	-	9,421,974
March	9,421,974	-	37,364	-	750,000	-	10,209,338
		<u>-</u>	<u>105,829</u>	<u>-</u>	<u>750,000</u>	<u>-</u>	

**ROAD MAINTENANCE ACCOUNT-LOGIC #2731494002**

		Wilmington	Income LOGIC		Interfund		Ending
Road Maint.:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	1,129,517	-	4,354	-	-	-	1,133,871
February	1,133,871	-	3,914	-	-	-	1,137,785
March	1,137,785	-	4,313	-	-	-	1,142,098
		<u>-</u>	<u>12,581</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HIDALGO CO RMA DISBURSEMENT ACCT #106912-006 & LOGIC #7731494008**

		Wilmington	Income LOGIC		Interfund		Ending
Disbursement:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	100,224,956	49,909	333,007	3,782,173	-	(1,450)	104,388,595
February	104,388,595	49,906	296,987	887,767	-	(6,431,661)	99,191,594
March	99,191,594	56,256	305,482	-	-	(9,012,594)	90,540,738
		<u>156,071</u>	<u>* 935,476</u>	<u>4,669,940</u>	<u>-</u>	<u>(15,445,705)</u>	

**HCRMA SR LIEN 2022A REV BDS ACCT. #154037-000**

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	6	156	-	-	-	-	162
February	162	1	-	-	(163)	-	-
March	-	-	-	-	-	-	-
		<u>157</u>	<u>-</u>	<u>-</u>	<u>(163)</u>	<u>-</u>	

**HCRMA SR LIEN 2022A DS ACCT. #154037-001**

		Wilmington	Income LOGIC		Interfund		Ending
DS Account:	Opening balance:	Interest	Interest	Contributions	Transfers	Disbursements	Balance
January	720,213	2,761	-	-	-	-	722,974
February	722,974	2,478	-	-	162	-	725,614
March	725,614	2,228	-	-	2,569,386	-	3,297,228
		<u>7,467</u>	<u>-</u>	<u>-</u>	<u>2,569,548</u>	<u>-</u>	

**Wilmington Trust Investments Detail Activity**  
**Quarter Ending March 31, 2025**

**HCMA SR LIEN 2022A DSRF #154037-002 & LOGIC #7731494006**

DSRF Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	13,689,088	2	52,762	-	-	-	13,741,852
February	13,741,852	1	47,434	-	-	-	13,789,287
March	13,789,287	1	52,268	-	-	-	13,841,556
		<u>4</u>	<u>152,464</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA JR LIEN 2022B DS ACCT #154038-001**

DS Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	551	2	-	-	-	-	553
February	553	2	-	-	333,188	-	333,743
March	333,743	361	-	-	1,144,607	-	1,478,711
		<u>365</u>	<u>-</u>	<u>-</u>	<u>1,477,795</u>	<u>-</u>	

**HCMA JR LIEN 2022B DSRF #154038-002 & LOGIC #7731494005**

DSRF Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	6,173,857	1	23,796	-	-	-	6,197,654
February	6,197,654	1	21,393	-	-	-	6,219,048
March	6,219,048	1	23,572	-	-	-	6,242,621
		<u>3 *</u>	<u>68,761</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA SR LIEN 2022A PROJECT FD #154037-006 & LOGIC #7731494009**

Project Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	13,051,197	8,546	25,258	-	-	(12,013,870)	1,071,131
February	1,071,131	728	3,273	-	-	(1,051,331)	23,801
March	23,801	144	72	-	-	(20,070)	3,947
		<u>9,418 *</u>	<u>28,603</u>	<u>-</u>	<u>-</u>	<u>(13,085,271)</u>	

**HCMA JR LIEN 2022B PROJECT FD #154038-003 & LOGIC #7731494010**

Project Account:	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	2	-	-	-	-	-	2
February	2	-	-	-	-	-	2
March	2	-	-	-	-	-	2
		<u>- *</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	

**HCMA JR LIEN REV BDS 2022B #154038-000**

Rev Bds 2022B	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	330,555	1,265	-	-	123,196	-	455,016
February	455,016	1,369	-	-	(456,385)	-	-
March	-	1,002	-	-	-	-	1,002
		<u>3,636</u>	<u>-</u>	<u>-</u>	<u>(333,189)</u>	<u>-</u>	

**HCMA SR LIEN 2022A GENERAL FD #154037-003 & LOGIC #7731494007**

General FD Account	Opening balance:	Wilmington	Income	Contributions	Interfund	Disbursements	Ending
		Interest	LOGIC Interest				
January	6,467,313	1	24,927	-	-	-	6,492,241
February	6,492,241	1	22,409	-	-	-	6,514,651
March	6,514,651	1	15,623	-	(3,713,992)	-	2,816,283
		<u>3 *</u>	<u>62,959</u>	<u>-</u>	<u>(3,713,992)</u>	<u>-</u>	

\*Note-Logic interest earned on HCMA's funds held by Trustee (Wilmington Trust)

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Item 3E

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    3E    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>    04/15/25    </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>    04/22/25    </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025 - 25 – APROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments:     X     Yes        No  
Approval of Resolution 2025-25 Amendments to policies and procedures governing procurement of goods and services.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:        Yes        No     X     N/A
5. Staff Recommendation: **Motion to approve Resolution 2025- 25 – Approval of amendments to policies and procedures governing procurement of goods and services by the Hidalgo County Regional Mobility Authority, as presented.**
6. Program Manager's Recommendation:        Approved        Disapproved     X     None
7. Planning Committee's Recommendation:        Approved        Disapproved     X     None
8. Board Attorney's Recommendation:     X     Approved        Disapproved        None
9. Chief Auditor's Recommendation:        Approved        Disapproved     X     None
10. Chief Financial Officer's Recommendation:        Approved        Disapproved     X     None
11. Chief Development Engineer's Recommendation:        Approved        Disapproved     X     None
12. Chief Construction Engineer's Recommendation:        Approved        Disapproved     X     None
13. Executive Director's Recommendation:     X     Approved        Disapproved        None



# Memorandum

**To:** Robert L. Lozano, Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** April 15, 2025  
**Re:** **Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority**

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## **GOAL**

Approval of amendments to the policies and procedures to include additional federal regulation provisions required by TxDOT and to remove Comprehensive Development Agreement (CDA) language since this authority no longer exists.

## **HISTORY**

The revisions to the policy are to include additional federal regulation provisions required by TxDOT and to remove Comprehensive Development Agreement language since this authority no longer exists.

## **RECOMMENDATION**

Based on review by this office, staff recommends **approval of Resolution 2025-25 – Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority**, as presented.

If you should have questions or require additional information, please feel free to contact me.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2025-25

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

THIS RESOLUTION is adopted this 22<sup>nd</sup> day of April, 2025, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, on November 17, 2006, the Authority adopted its Policies and Procedures Governing the Procurement of Goods and Services (the “Policy”); the Policy was amended and restated on June 23, 2015 and further revised on June 25, 2019; January 23, 2024; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further revise the Policy to include required federal provisions and to remove comprehensive development agreement language;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Hidalgo County Regional Mobility Authority that:

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

Section 2. The Board hereby approves the amendments to the Policies and Procedures Governing Procurement of Goods and Services for the Hidalgo County Regional Mobility Authority (hereto attached as Exhibit A in substantially final form).

Section 3. The Board authorizes the Executive Director to implement the amendments to the Policies and Procedures Governing Procurement of Goods and Services.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 22<sup>nd</sup> day of April, 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Ángel, Secretary/Treasurer



Exhibit A

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

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

(Revised April 22, 2025)

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

(Adopted November 17, 2006)  
(Amended and Restated June 23, 2015)  
(Revised June 25, 2019)  
(Revised January 23, 2024)  
**(Revised April 22, 2025)**

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

**SECTION 1. STATEMENT OF GENERAL POLICY.**

1.1. Documented Procedures. This policy reflects the documented procedures for procurement transactions, including those required for transactions under a federal award or subaward. This policy is intended to be consistent with federal, state, and local laws. To the extent this policy is consistent with the US Constitution, applicable federal, state, and local statutes and regulations, this policy shall govern the procurement of goods and services by the Hidalgo County Regional Mobility Authority (the “Authority”).

1.2. Policy. It is the policy of the Authority that all Authority procurements shall be based solely on economic and business merit and conducted in a manner that provides full and open competition in order to best promote the interests of the citizens of the Hidalgo County.

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

1.4. Unnecessary or Duplicative Items. The HCRMA is committed to avoiding the acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating or breaking out procurements to obtain more economical purchases. When appropriate, an analysis shall be made between leasing and purchasing property or equipment to determine the most economical approach.

1.5. Violations. The Authority shall report violations of law to the federal, state, or local authority with proper jurisdiction.

1.6. Solicitations. All solicitations issued by the Authority shall incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated. Solicitations shall identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bid or proposals.

1.7. Noncompetitive procurements. The Authority may use noncompetitive procurement in certain situations as provided under applicable state and federal law.

1.8. Domestic Preference. To the greatest extent practicable and consistent with the law, the Authority shall provide a preference for the purchase, acquisition, or use of goods, produces, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all purchase orders and contracts subject to federal funding.

For purposes of this section, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1.9. Independent Estimates. Prior to receiving bids or proposals, the Authority shall make an independent estimate or cost/price analysis for the solicited item, service, or contract.

1.10. Required Certifications. From time to time the Texas Legislature, by statute, and the Governor, executive order, identify required certifications for parties contracting with a governmental entity in Texas. The Authority requires these certifications to be provided as part of any executed contract. (See Schedule 1.10 attached hereto.)

## SECTION 2. CONFLICT OF INTEREST.

2.1. Standard of Conduct. This policy provides a written standard of conduct covering conflicts of interests and governing the actions of HCRMA employees and representatives engaged in the award and administration of contracts.

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

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

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

2.5. Benefits. An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, “benefit” shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: “a benefit ... is anything that is reasonably regarded as financial

gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services.” The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority’s travel and entertainment policies, or as otherwise approved by the Executive Director.

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

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

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

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

(d) an entity that enters into a contract with the Authority must provide any other disclosures required by state or federal law at the time of the contract.

### SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

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

3.2 Hiring Preferences. The Authority may require contractors to use hiring preferences or goals for (i) people residing in high-poverty areas, (ii) disadvantaged communities (as defined by the Justice40 Initiative,



OMB Memorandum M-21-28), (iii) high unemployment census tracts within Hidalgo County, or (iv) individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act, 29 USC 3102(24)). Hiring preferences or goals should be consistent with the policies and procedures of the Authority and, if applicable, TxDOT, and where federal funding is applicable, must not prohibit interstate hiring.

#### SECTION 4. SUSPENSION AND DEBARMENT.

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

- (a) System for Award Management (SAM) – U.S. government official website; and
- (b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

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

#### SECTION 5. DEFINITIONS.

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

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

ATC: Alternative technical concept.

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

Authority: The Hidalgo County Regional Mobility Authority.

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

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

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

the work.

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

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

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

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

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

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

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

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

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

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

DBE: Disadvantaged Business Entity as described in Section 3.

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

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of

Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

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

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

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

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

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

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

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

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

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

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

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, or, if federally funded, the Brooks Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or

professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement, professional services may not be procured under a construction or building contract.

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

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

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit, and wireless communications facilities.

RFDP: Request for detailed proposals.

RFI: Request for information.

RFP: Request for proposal.

RFQ: Request for qualifications.

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

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

State: The State of Texas.

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

Time and Materials Contracts: A contract whose cost is the sum of the actual cost of materials, and the direct labor hours charged at fixed hourly rates, general and administrative expenses, and profit; provided such contract has a ceiling price that the contract exceeds at its own risk.

Transportation Project: Includes a(n):

- (a) turnpike project;

- (b) system;
- (c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation;
- (d) bridge;
- (e) ferry;
- (f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;
- (g) pedestrian or bicycle facility;
- (h) intermodal hub;
- (i) automated conveyor belt for the movement of freight;
- (j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than fifty (50) miles from an international border;
- (k) air quality improvement initiative;
- (l) public utility facility;
- (m) a transit system;
- (n) a parking area, structure, or facility, or a collection device for parking fees;
- (o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and
- (p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

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

- (a) an improvement to relieve traffic congestion or promote safety;
- (b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;
- (c) an administration, storage, or other building the Board considers necessary to operate the project;
- (d) property rights, easements and interests the Board acquires to construct or operate

the project;

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

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

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

## SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1 Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

### 6.2 Qualification of Bidders.

6.2.1 A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2.1 with respect to bidders on building contracts.

6.2.2 To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

### 6.3 Qualifying with the Authority.

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

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



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

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

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

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

6.3.4 The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

#### 6.4 Notice of Contract Letting.

6.4.1 Each notice of contract letting must provide:

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

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

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

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

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

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

6.4.5 The date specified in the notice may be extended if the Executive Director, in his or her

sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.

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

6.5 Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6. The Authority shall maintain records sufficient to detail the history of each procurement, including the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

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

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

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

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

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

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

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

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

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

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

## 6.8 Completion and Submission of Bid Documents.

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

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

6.8.3 Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.

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

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

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

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

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

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

6.11.1 the bid is submitted by an unqualified bidder;

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

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

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

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

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

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

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

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

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

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

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

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or items or the alternative.

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

6.13.1 the bidder's ability, capacity, and skill to successfully perform the contract or provide the service required under the terms and conditions of the proposed contract;

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

6.13.3 the bidder's character, responsibility, integrity, reputation, and experience, including public policy compliance;

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

6.13.5 the bidder's previous and existing compliance with laws relating to the contract or service, including the proper classification of employees (see the Fair Labor Standards Act, 29 USC 201, chapter 8); and

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

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

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

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

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

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

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

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

6.15 Bid Protests.

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

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

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

6.15.1.3 a statement of the grounds for protest; and

6.15.1.4 all documentation supporting the protest.

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

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

#### 6.16 Contract Execution; Submission of Ancillary Items.

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

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

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

6.16.2.2 a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

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



unit prices has occurred.

6.18 Bid Guarantee. For contracts exceeding the simplified acquisition threshold, the Authority shall require a bid guarantee from each bidder equal to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified time frame. Not later than seven (7) days after bids are opened, the Authority will mail the bid guarantee of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guarantee of the apparent lowest best bidder, second lowest best.

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

6.19 Progress Payments; Retainage and Liquidated Damages.

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

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

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

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

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

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

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

any contract it enters into.

6.20 Performance Bond. The Authority shall require a performance bond on the contractor's part for one hundred percent (100%) of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all of the contractor's requirements under a contract.

6.21 Payment Bond. The Authority shall require a payment bond on the contractor's part for one hundred percent (100%) of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

6.22 Value Engineering. When practical, the Authority shall use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

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

6.24 Federally required contract terms. All contracts subject to federal funds, shall include the contract terms identified in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards. (See Schedule 6.24 attached hereto.)

## SECTION 7. PROFESSIONAL SERVICES.

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

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

### 7.3 Notice of RFQs.

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

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

7.3.1.2 provide a clear, accurate, and detailed description of the scope of work, technical

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

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

7.3.1.3 identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;

7.3.1.4 qualifications to perform the type of work requested;

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

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

7.3.1.7 enough time for firms to submit a proposal.

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

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

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

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

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

#### 7.4 EVALUATION, RANKING, AND SELECTION.

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

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

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

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

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

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

## 7.5 Fees and Negotiations.

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

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

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

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

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

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

7.7 Selection Disputes.

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

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

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

7.7.1.3 a statement of the grounds for protest; and

7.7.1.4 all documentation supporting the protest.

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

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

SECTION 8. GENERAL GOODS AND SERVICES

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

8.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing twenty-five thousand dollars (\$25,000.00) or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

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

8.3.1 with respect to a particular procurement, the Executive Director may waive the

qualification requirements for all prospective bidders;

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

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

8.3.4 in addition to advertisement of the procurement as set forth in Subsection 8.3.3 above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone, and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and

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

#### 8.4 Award Under Competitive Bidding.

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

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

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

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

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

#### 8.5 Competitive Sealed Proposals.

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

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



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

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

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

8.5.1.5 any special provisions and special specifications; and

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

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

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

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

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

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

by the Board.

## SECTION 9. CONSULTING SERVICES.

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

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

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

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

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

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

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

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

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

9.5.5 any special provisions and special specifications; and

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

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

9.6 Notice of RFQs and RFPs.

9.6.1 Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where

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

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

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

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

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

## 9.8 Contract Negotiation and Execution.

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

9.8.2 With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first-choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms

of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

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

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

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

## SECTION 10. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

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

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

10.3 Use of Engineer and Other Professional Services. The Authority must select or designate an

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

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

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

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

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

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

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

**10.6 Requests for Detailed Proposals.**

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

weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events; (16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.

10.6.2 An RFDP under this Section 11.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical proposal under this Section 10.6 must address the following: (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 11.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.

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

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

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

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

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

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

10.9 Contract Negotiations.

10.9.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 11.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked



proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

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

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

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

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

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

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

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

10.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

#### 10.12 Performance and Payment Security.

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

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

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

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

## SECTION 11. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS

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

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

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

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

11.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

## SECTION 12. EMERGENCY PROCUREMENTS

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

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

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

the Authority to bid on Authority construction or building contracts.

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

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

## SECTION 13. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

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

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

13.3 Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Section 14.1.

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

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

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

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

13.8 Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in Policy and Procedures of Goods and Services

each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

13.9 Use of Excess and Surplus Federal Property. When it is feasible and reduces project costs, the Authority shall use excess and surplus federal property rather than purchasing new equipment and property.

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## **REQUIRED CERTIFICATIONS**

- Section 1. **DISCLOSURE OF OWNERSHIP INTERESTS.** Pursuant to Executive Order GA48 (November 19, 2024) any company that submits a bid or proposal with respect to a contract for goods or services shall be required to certify to the Authority that the company and, if applicable, any of its holding companies or subsidiaries is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
  - Listed in Section 1260H of the 2021 NDAA; or
  - Owned by the government of a country on the US Department of Commerce's foreign advisories list under 15 CFR Section 791.4; or
  - Controlled by any governing or regulatory body located in a country on the US Department of Commerce's foreign adversaries list under 15 CFR Section 791.4.
- Section 2. **DISCLOSURE OF CERTAIN RELATIONSHIPS.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- Section 3. **ANTI-BOYCOTT VERIFICATION.** Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- Section 4. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES.** Pursuant to Section 2274.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.
- Section 5. **PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Section 2274.003, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For

purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

Section 6. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>



Schedule 2.4(a)

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Schedule 2.4(b)

FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

**Please complete either option below:**

**(1) Affidavit**

NOTARY STAMP / SEAL

Sworn to and subscribed before me by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**OR**

**(2) Unsworn Declaration**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

(street)

(city)

(state)

(zip code)

(country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(month)

(year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

### SCHEDULE 3

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008 - 1

ENTERING INTO A REVISED MEMORANDUM OF UNDERSTANDING  
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT")  
PROVIDING FOR THE ADOPTION OF TXDOT'S DISADVANTAGED  
BUSINESS ENTERPRISE PROGRAM

THIS RESOLUTION is adopted this 13th day of February, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration ("FHWA") through the Texas Department of Transportation ("TxDOT") to assist the Authority with the construction of turnpike projects; and

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

WHEREAS, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26 and on August 9, 2007, the Authority approved a Memorandum of Agreement with TxDOT authorizing the adoption by the Authority of TxDOT's DBE Program as its own (the "MOU");

WHEREAS, TxDOT has revised the MOU and requested that the Authority enter into the revised agreement (the "Revised MOU") in order to participate in TxDOT's DBE Program;

WHEREAS, the Authority finds it appropriate to enter into the Revised MOU with TxDOT to memorialize such obligations, expectations, and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet federal requirements;

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

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



Section 2. The Chairman of the Authority is authorized to enter into the Revised MOU, substantially in form attached hereto as Exhibit A, with TxDOT adopting the TxDOT DBE Program.

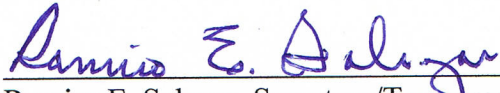
Section 3. Private sector partners working with the Authority in the development of transportation projects will be subject to the TxDOT DBE Program requirements as subrecipients of funds through the Authority.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 13th day of February, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar, Secretary/Treasurer

## **EXHIBIT A**

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

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

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

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

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

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

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

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

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

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

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

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

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



and Design Projects.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

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



McAllen, Texas 78501-4705

With a copy to:

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

TEXAS DEPARTMENT OF TRANSPORTATION

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

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

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

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

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

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

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

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

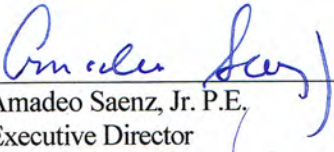
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.


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

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

TEXAS DEPARTMENT OF TRANSPORTATION

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY

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

By:   
Dennis Burleson  
Chairman

Date: 3/13/08

Date: 2/13/2008

**SCHEDULE 6.24**  
(as of April 4, 2025)

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Item 4A

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/15/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-26 – APPROVAL OF FISCAL YEAR 2024 FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
  
Consideration and approval of Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP for Fiscal Year 2024. The report is required by Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) Annual Reports to the Commission.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve Resolution 2025-26 – Approval of Fiscal Year 2024 Financial Statement and Independent Auditors Report, as presented.**
6. Program Manager's Recommendation:      Approved      Disapproved   X   None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:      Approved      Disapproved   X   None
10. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None
11. Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved      Disapproved      None





# Memorandum

**To:** Robert L. Lozano, Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** April 15, 2025  
**Re:** **Approval of Fiscal Year 2024 Financial Statement and Independent Auditors Report**

---

## **Background**

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G §26.65(a) requires annual reports to the Texas Transportation Commission, which includes audited financial statements of the Authority's books and records.

## **Goal**

In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Independent Auditor's Report.

A copy of the Financial Statement and Independent Auditor's Report prepared by Burton McCumber & Longoria is attached for your review and consideration.

## **Options**

The Board of Directors could opt not to accept the Independent Auditor's Report.

## **Recommendation**

Based on review by this office, approval of Resolution 2025-26 – Approval of the Fiscal Year 2024 Financial Statement and Independent Auditor's Report is recommended.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2025-26

APPROVAL OF FISCAL YEAR 2024 FINANCIAL STATEMENT AND INDEPENDENT  
AUDITORS REPORT

THIS RESOLUTION is adopted this 22<sup>nd</sup> day of April, 2025, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Authority’s 2024 fiscal year commenced on January 1, 2024 and ended on December 31, 2024; and

WHEREAS, the Board accepts the Fiscal Year 2024 Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board accepts the Fiscal Year 2024 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

\*\*\*\*\*

Passed and Approved as to be effective immediately this 22<sup>nd</sup> day of April, 2025, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

---

Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT  
FOR  
FISCAL YEAR 2024

Item 4B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  04/15/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  04/22/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-27 – APPROVAL OF 2024 ANNUAL COMPLIANCE REPORT FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and approval of Annual Compliance Report to the Texas Department for the  
Fiscal Year 2024.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas  
Transportation Code, TxDOT Policy
4. Budgeted:      Yes      No   X   N/A
5. Staff Recommendation: **Motion to approve Resolution 2025-27 – Approval of the 2024**  
**Annual Compliance Report for the Hidalgo County Regional Mobility Authority as**  
**presented.**
6. Program Manager's Recommendation:   X   Approved      Disapproved      None
7. Planning Committee's Recommendation:      Approved      Disapproved   X   None
8. Board Attorney's Recommendation:      Approved      Disapproved   X   None
9. Chief Auditor's Recommendation:   X   Approved      Disapproved      None
10. Chief Financial Officer's Recommendation:   X   Approved      Disapproved      None
11. Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:   X   Approved      Disapproved      None





# Memorandum

**To:** Robert L. Lozano, Chairman  
**From:** Pilar Rodriguez, PE, Executive Director  
**Date:** April 15, 2025  
**Re:** **Approval of 2024 Compliance Report to the Texas Department of Transportation**

---

## **Background**

The compliance report is required under the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended.

## **Goal**

In order to comply with the Texas Administrative Code Requirement, the Board of Director must review and accept the Compliance Report.

A copy of the 2024 Compliance Report is attached for your review and consideration.

## **Options**

The Board of Directors could opt not to accept the Compliance Report.

## **Recommendation**

Based on review by this office, **approval of Resolution 2025-27 – Approval of 2024 Compliance Report for the Hidalgo County Regional Mobility Authority is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2025-27

RESOLUTION APPROVING 2024 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 22<sup>nd</sup> day of April, 2025, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, the Authority’s 2024 fiscal year commences on January 1, 2024 and ended on December 31, 2024; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2024;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the annual compliance report for Fiscal Year 2024, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to submit the 2024 annual compliance report to the Texas Department of Transportation.

\*\*\*\*\*

Passed and Approved as to be effective immediately this 22<sup>nd</sup> day of April, 2025, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

---

Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
FISCAL YEAR 2024 COMPLIANCE REPORT

# Hidalgo County Regional Mobility Authority

## Compliance Report

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

§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<b><i>Rule §26.61 Written Reports:</i></b>		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2025 Operating & Capital Budget on December 17, 2024.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus revenue at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2024 financial statement and independent audit on April 22, 2025, which included a review of investment transactions.
<b><i>Rule §26.62 Annual Audit:</i></b>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2024 financial statement and independent audit on April 22, 2025.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
<b><i>Rule §26.63 Other Reports to Counties and Cities:</i></b>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at <a href="http://www.hcrma.net">www.hcrma.net</a> .
<b><i>Rule §26.64 Operating Records:</i></b>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

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Item 4C

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  4C    
  04/15/2025    
  04/22/2025  

1. Agenda Item: **RESOLUTION 2025-28 CONSIDERATION AND APPROVAL OF STANDARD UTILITY AGREEMENT WITH MAGIC VALLEY ELECTRIC COOPERATIVE FOR PARTICIPATION IN RELOCATION OF ELECTRICAL LINES FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and approval of Resolution 2025-28 SUA with Magic Valley Electric Cooperative.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Resolution 2025-28 – Consideration and Approval of Standard Utility Agreement with Magic Valley Electric Cooperative for participation in relocation of electrical lines for the 365 Tollway Project, as presented.**
6. Program Manager's Recommendation:    Approved    Disapproved   X   None
7. Planning Committee's Recommendation:    Approved    Disapproved   X   None
8. Board Attorney's Recommendation:    Approved    Disapproved   X   None
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
10. Chief Development Engineer's Recommendation:    Approved    Disapproved   X   None
11. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved    Disapproved    None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2025-28

**Consideration and Approval of an Agreement with Magic Valley Electric Cooperative for Participation in Relocation of Electrical Lines for the 365 Tollway Project**

THIS RESOLUTION is adopted this 22<sup>nd</sup> day of April, 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, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

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

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

WHEREAS, Magic Valley Electric Cooperative is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 50%;

WHEREAS, the Authority finds it necessary to approve Resolution 2025-28, approval of Utility Relocation Agreement with Magic Valley Electric Cooperative for participation in relocation of electrical distribution lines for the 365 Tollway in the amount of \$263,371.71;

\*\*\*\*\*

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2025-28, approval of agreement U-0031-010 with Magic Valley Cooperative for \$263,371.71 [50% participation] in relocation of electrical distribution line for the 365 Tollway
- Section 3. The Board hereby authorizes the Executive Director to execute the standard utility agreement with Magic Valley Cooperative.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22<sup>nd</sup> day of April, 2028, at which meeting a quorum was present.

---

Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

MVEC

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY

RELOCATION OF

365 TOLLWAY PROJECT





Form ROW-U-35  
(Rev. 06/22)  
Page 1

## STANDARD UTILITY AGREEMENT

U-Number: **U-0031-010**

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

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

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

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

**WHEREAS**, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: removal and/or relocation of overhead electrical powerlines and poles from approximate Station 1084+00, and as more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

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

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

### NOW, THEREFORE, BE IT AGREED:

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

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

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

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

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

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

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

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

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost, **\$263,371.71 (50% of \$526,743.42)** as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of **90%** of the eligible costs identified in Attachment "A" as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement.

The **Authority's** reimbursement payment to the Utility shall not exceed the Eligibility Ratio established in Attachment "F" of that portion of the agreed to project cost identified as eligible and reimbursable in Attachment "A". Upon satisfactory completion of the adjustments, removals, and relocations, and upon receipt of final billing, the **Authority** shall make complete payment of the Utility in an amount not to exceed **\$263,371.71**.

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

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

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

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

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

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

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

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

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

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

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

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

**UTILITY**

**EXECUTION RECOMMENDED:**

Utility: Magic Valley Electric Cooperative  
*Name of Utility*

\_\_\_\_\_  
*Chief Construction Engineer, HCRMA*

By: \_\_\_\_\_  
*Authorized Signature*

Alfredo Ayala IV  
*Print or Type Name*

Title: Central Division Engineering Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

# **Attachment “A”**

## **Plans, Specifications, and Estimated Costs**

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

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility



Project: 21543  
Budget: 611.00: LINE RELOCATIONS  
Staked: JASON LOZANO  
Date: 03/10/2022

Sheet ID: 24278  
Name: U-0031-010 CAGE BLVD & FLOOD  
Svc Order: 6368078  
Rate:  
Division: CENTRAL

#### LOCATION

Address: 4302 RODRIGUEZ ST  
Account:  
Name: HCRMA 365 TOLLWAY UTILITIES  
Telephone: (956) 514 - 1200  
City/St/Zip: San Juan / TX / 78589  
County: HIDALGO  
Map #: 1084713576419  
Subdivision:  
Lot/Block: /

#### CONSTRUCTION INFORMATION

Substation: LAS MILPAS  
Circuit: L360  
Phase: ABC

#### REQUIREMENTS

Joint: ☐ Date: Info:  
Hwy Pmt: ☐ Date: Pmt:  
Mtr Permit: ☐ Date: Pmt:  
RR Permit: ☐ Date: Pmt:  
Easements: ☐ Date: Doc:  
Locates: ☒ Date: Tckt:  
Cleared:

#### METERING

Book: 4224  
Seq:

#### LOAD INFORMATION

Exist. kW: Sq. Ft:  
New kW: A/C Ton:  
Total kW: Flkr Volt:

#### DISTRICTS

County: 01 City: 03  
School: 012 Road: 17  
Water: 002 Nav:  
Drain: 001 Fire:  
Board: Adrienne P. Garza

#### TRANSFORMER MINIMUM:

#### TRACKING

Created: 03/10/2022  
Designed: 03/10/2022  
Approved: *Alfredo Ayala PO* 10/15/2024  
Released:  
Inspected:  
Completed:  
Posted:

NOTES 1 NEED TO BORE NEW DOUBLE CIRCUIT UNDERGROUND.

NOTES 2

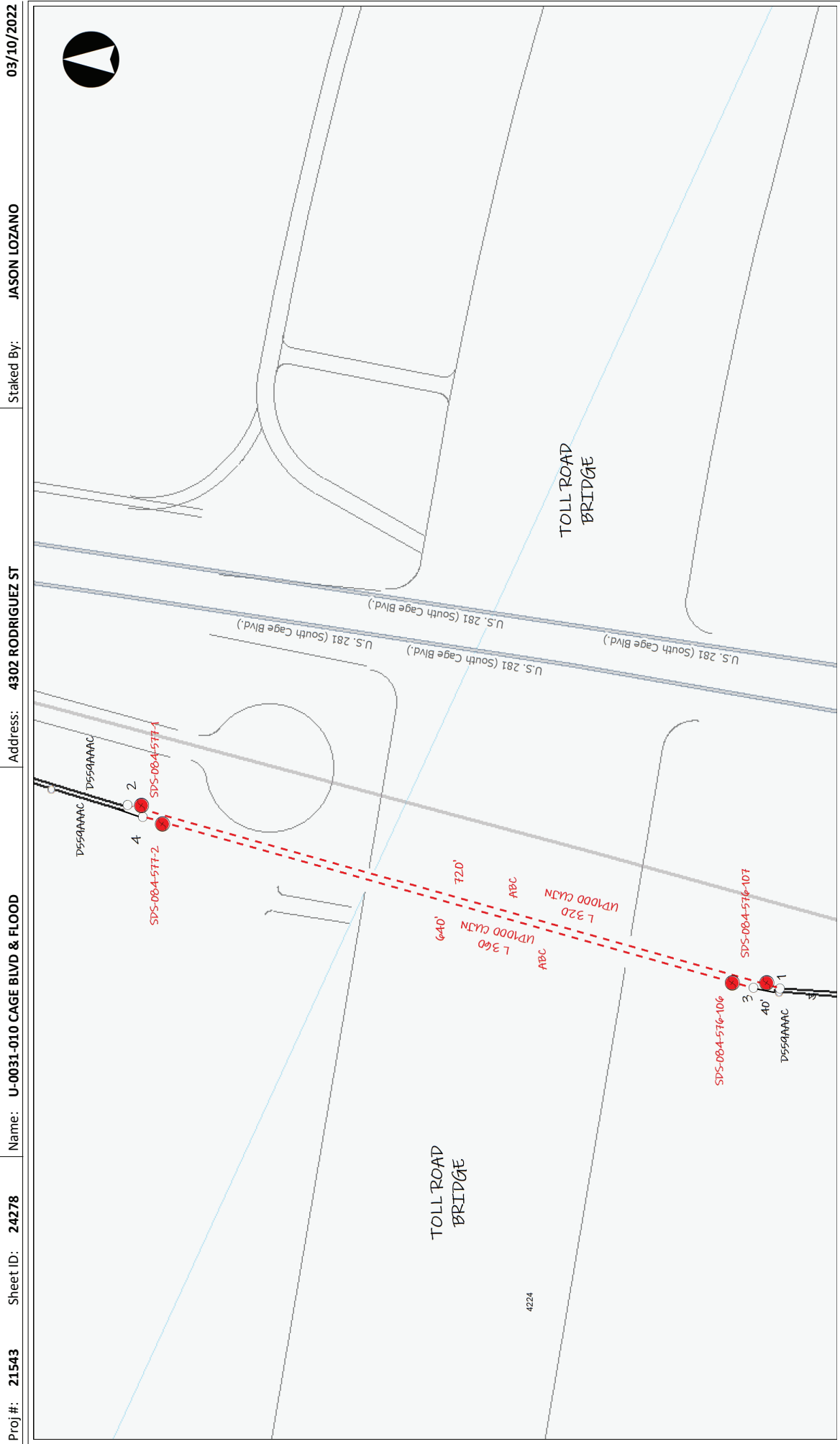
#### CONDUCTOR SUMMARY

STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
INSTALL	UD1000CUJN	3PH	UG	PRIMARY	1360	4860

#### STATISTICAL SUMMARY

	PRI	SEC	SVC	CONS	SL	MET	TRA	POLES
INSTALL OH:	-	-	-	-	-	-	-	-
INSTALL UG:	1360	-	-	-				
RETIRE OH:	-	-	-	-	-	-	-	-
RETIRE UG:	-	-	-	-				







Project: **21543**  
Budget: **611.00: LINE RELOCATIONS**  
Staked: **JASON LOZANO**  
Date: **03/10/2022**

Sheet ID: **24278**  
Name: **U-0031-010 CAGE BLVD & FLOOD**  
Svc Order: **6368078**  
Rate:  
Division: **CENTRAL**

Location	Assembly	Quantity	Status	Comments
1	D4/0AAAC	61	EXISTING	
	D559AAAC	183	EXISTING	
	H1.1X	1	EXISTING	
	VC5.31L	1	EXISTING	
	50-1	1	EXISTING	
	UC6	1	INSTALL	
2	50-1	1	EXISTING	
	H1.1	1	EXISTING	
	VC5.31L	1	EXISTING	
	UC6	1	INSTALL	
	UD1000CUJN	2,550	INSTALL	
	UD-BORE-8	720	INSTALL	
	UM50-P-6	790	INSTALL	
3	H1.1	1	EXISTING	
	VC5.31L	1	EXISTING	
	50-3	1	EXISTING	
	UC6	1	INSTALL	
4	H1.1	1	EXISTING	
	VC5.31L	1	EXISTING	
	50-3	1	EXISTING	
	UC6	1	INSTALL	
	UD1000CUJN	2,310	INSTALL	
	UD-BORE-8	640	INSTALL	
	UM50-P-6	690	INSTALL	

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

DIRECT LABOR

<u>Occur Date</u>	<u>Hours</u>	<u>Amount</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Pay Date</u>	<u>Vehicle</u>	<u>Numonic</u>	<u>Miles</u>	<u>Eq Hours</u>	<u>Type</u>
Mar 08, 2022	1.0	\$40.98	3209		Mar 08, 2022					C
Mar 10, 2022	2.0	\$81.96	3209		Mar 10, 2022					C
Mar 11, 2022	4.0	\$163.92	3209		Mar 11, 2022					C
Mar 15, 2022	2.0	\$81.96	3209		Mar 15, 2022					C
Mar 16, 2022	2.0	\$81.96	3209		Mar 16, 2022					C
Mar 21, 2022	1.0	\$40.98	3209		Mar 21, 2022					C
Mar 22, 2022	1.5	\$61.47	3209		Mar 22, 2022					C
Mar 23, 2022	1.5	\$61.47	3209		Mar 23, 2022					C
Mar 24, 2022	1.0	\$40.98	3209		Mar 24, 2022					C
Mar 25, 2022	1.5	\$61.47	3209		Mar 25, 2022					C
Jun 07, 2023	1.5	\$64.40	3609		Jun 07, 2023					C
Aug 23, 2023	1.0	\$42.93	3609		Aug 23, 2023					C
Jul 29, 2024	1.5	\$92.42	3609		Jul 29, 2024					C
Jul 30, 2024	2.5	\$115.53	3609		Jul 30, 2024					C
Aug 07, 2024	1.5	\$69.32	3609		Aug 07, 2024					C
Aug 08, 2024	8.0	\$369.68	3609		Aug 08, 2024					C
Oct 07, 2024	1.0	\$46.21	3609		Oct 07, 2024					C
Oct 09, 2024	3.5	\$196.39	3609		Oct 09, 2024					C
Oct 10, 2024	5.0	\$201.25	3609		Oct 10, 2024					C
Oct 11, 2024	3.5	\$161.74	3609		Oct 11, 2024					C
Nov 27, 2024	2.0	\$92.42	3609		Nov 27, 2024					C
Feb 12, 2025	1.0	\$37.44	3111		Feb 12, 2025					C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

DIRECT LABOR

<u>Occur Date</u>	<u>Hours</u>	<u>Amount</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Pay Date</u>	<u>Vehicle</u>	<u>Numonic</u>	<u>Miles</u>	<u>Eq Hours</u>	<u>Type</u>
Feb 28, 2025	1.0	\$69.32								C
Oct 07, 2024	1.0	\$69.32	3609		Oct 07, 2024					R
Feb 28, 2025	-1.0	(\$69.32)								R
TOTALS:		\$2,276.20								

CONSTRUCTION MATERIAL

<u>Cost Code</u>	<u>Inventory #</u>	<u>Inventory Desc</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>CPR #</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
MM	57613395	CONDUIT 6" X 10' PVC	80	\$867.28	Nov 30, 2024	3670123		Nov 30, 2024	C
MM	57613390	CONDUIT 6" PVC ROLL, SDR13.5 BLACK, SMOOTH WALL, W PULL TAPE	1800	\$16,129.15	Nov 30, 2024	3670122		Nov 30, 2024	C
MI-T	17407950	CONNECTOR, STIRRUP BASKET BOLT TYPE 559	-6	(\$183.01)	Dec 31, 2024			Dec 31, 2024	C
MI-T	17558500	CONNECTOR, PERCUSSION, 559 TO 559, AMP	-6	(\$136.17)	Dec 31, 2024			Dec 31, 2024	C
MI-T	17411720	CONNECTOR, HOT LINE(CLAMP), 2/0 STR-#8	-6	(\$67.52)	Dec 31, 2024			Dec 31, 2024	C
MI-T	17411720	CONNECTOR, HOT LINE(CLAMP), 2/0 STR-#8	-3	(\$33.76)	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380516	BOLT, MACHINE, 5/8 X 16	-4	(\$9.65)	Dec 31, 2024			Dec 31, 2024	C
MI-T	12302800	SHACKLE, ANCHOR	2	\$6.81	Dec 31, 2024			Dec 31, 2024	C
MI-T	12302800	SHACKLE, ANCHOR	2	\$6.84	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380516	BOLT, MACHINE, 5/8 X 16	4	\$8.67	Dec 31, 2024			Dec 31, 2024	C
MI-T	6361514	BOLT, OVEL EYE, 5/8 X 14	2	\$9.53	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380516	BOLT, MACHINE, 5/8 X 16	4	\$9.65	Dec 31, 2024			Dec 31, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	6380516	BOLT, MACHINE, 5/8 X 16	4	\$9.65	Dec 31, 2024			Dec 31, 2024	C
MI-T	6361518	BOLT, OVEL EYE, 5/8 X 18	2	\$11.64	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380518	BOLT, MACHINE, 5/8 X 18	4	\$13.06	Dec 31, 2024			Dec 31, 2024	C
MI-T	6361516	BOLT, OVEL EYE, 5/8 X 16	2	\$13.23	Dec 31, 2024			Dec 31, 2024	C
MI-T	75101022	WIREHOLDER, SERVICE, WITH #22 WOOD SCREW	4	\$15.72	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801108	PLATE, TRANSITION, BI-METALLIC, 3" X 3",	2	\$15.80	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380406	BOLT, MACHINE, 1/2" X 6"	20	\$18.39	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380407	BOLT, MACHINE, 1/2 X 7	16	\$19.95	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801112	PLATE, TRANSITION, BI-METALLIC, 2" X 3",	3	\$20.94	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380514	BOLT, MACHINE, 5/8 X 14	10	\$23.20	Dec 31, 2024			Dec 31, 2024	C
MI-T	55504440	SCREW, LAG, 1/2" X 4"	20	\$26.39	Dec 31, 2024			Dec 31, 2024	C
MI-T	71020651	WASHER, 2 1/4 SQ. 11/16" HOLE	44	\$27.71	Dec 31, 2024			Dec 31, 2024	C
MI-T	71020651	WASHER, 2 1/4 SQ. 11/16" HOLE	58	\$36.54	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801112	PLATE, TRANSITION, BI-METALLIC, 2" X 3",	6	\$37.58	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801108	PLATE, TRANSITION, BI-METALLIC, 3" X 3",	6	\$47.40	Dec 31, 2024			Dec 31, 2024	C
MI-T	17095520	CONNECTOR 559 AAAC 2-HOLE PAD	3	\$53.31	Dec 31, 2024			Dec 31, 2024	C
MI-T	6330524	BOLT, D.A. 5/8 X 24	10	\$66.26	Dec 31, 2024			Dec 31, 2024	C
MI-T	17411720	CONNECTOR, HOT LINE(CLAMP) 2/0 STR-#8	6	\$67.52	Dec 31, 2024			Dec 31, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	17411720	CONNECTOR, HOT LINE(CLAMP) ,2/0 STR-#8	6	\$67.52	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801112	PLATE, TRANSITION, BI-METALLIC, 2" X 3",	12	\$75.17	Dec 31, 2024			Dec 31, 2024	C
MI-T	6330524	BOLT, D.A. 5/8 X 24	12	\$79.01	Dec 31, 2024			Dec 31, 2024	C
MI-T	17095520	CONNECTOR 559 AAAC 2-HOLE PAD	6	\$102.15	Dec 31, 2024			Dec 31, 2024	C
MI-T	17558500	CONNECTOR, PERCUSSION, 559 TO 559, AMP	6	\$136.17	Dec 31, 2024			Dec 31, 2024	C
MI-T	7535160	BRACE, CROSSARM, WOOD, 60" INCH SPAN - ORDER IS MADE FOR EACH NOT PAIR	10	\$138.23	Dec 31, 2024			Dec 31, 2024	C
MI-T	17415040	CONNECTOR, HOT LINE(CLAMP) ,4/0 STR-6 SOL	6	\$143.59	Dec 31, 2024			Dec 31, 2024	C
MI-T	63001800	SUPPORT, CLOSED GRIP FOR 1000MCM	6	\$145.88	Dec 31, 2024			Dec 31, 2024	C
MI-T	17415040	CONNECTOR, HOT LINE(CLAMP) ,4/0 STR-6 SOL	6	\$146.15	Dec 31, 2024			Dec 31, 2024	C
MI-T	46801112	PLATE, TRANSITION, BI-METALLIC, 2" X 3",	24	\$165.47	Dec 31, 2024			Dec 31, 2024	C
MI-T	63001810	SUPPORT, SPLIT GRIPS, 1.75 - 2.25	3	\$172.88	Dec 31, 2024			Dec 31, 2024	C
MI-T	17407950	CONNECTOR, STIRRUP BASKET BOLT TYPE 559	6	\$183.01	Dec 31, 2024			Dec 31, 2024	C
MI-T	17095520	CONNECTOR 559 AAAC 2-HOLE PAD	12	\$204.30	Dec 31, 2024			Dec 31, 2024	C
MI-T	72500201	GROUNDING WIRE, #2 SOFT ANNEALED COPPER	125	\$216.75	Dec 31, 2024			Dec 31, 2024	C
MI-T	7535160	BRACE, CROSSARM, WOOD, 60" INCH SPAN - ORDER IS MADE FOR EACH NOT PAIR	20	\$278.92	Dec 31, 2024			Dec 31, 2024	C
MI-T	63001800	SUPPORT, CLOSED GRIP FOR 1000MCM	12	\$291.76	Dec 31, 2024			Dec 31, 2024	C



Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	76001054	PERCH GUARD, WILDLIFE PROTECTION	6	\$309.47	Dec 31, 2024			Dec 31, 2024	C
MI-T	76001054	PERCH GUARD, WILDLIFE PROTECTION	6	\$310.20	Dec 31, 2024			Dec 31, 2024	C
MI-T	17095520	CONNECTOR 559 AAAC 2-HOLE PAD	18	\$319.89	Dec 31, 2024			Dec 31, 2024	C
MM	16510401	CONDUCTOR, # 4, 9 STRAND COPPER 600 VOLT	71	\$117.20	Dec 31, 2024	3650135		Dec 31, 2024	C
MM	16514001	CONDUCTOR, # 4/0 19 STRAND COPPER 600 V.	65	\$407.94	Dec 31, 2024	3650138		Dec 31, 2024	C
MM	16511001	CONDUCTOR, # 1/0 19 STRAND COPPER 600 V.	124	\$418.84	Dec 31, 2024	3650136		Dec 31, 2024	C
MM	57613395	CONDUIT 6" X 10' PVC	50	\$492.71	Dec 31, 2024	3670123		Dec 31, 2024	C
MM	16512001	CONDUCTOR, # 2/0 19 STRAND COPPER 600 V.	130	\$542.87	Dec 31, 2024	3650137		Dec 31, 2024	C
MM	1540963	ARRESTER, 10KV MOV TYPE WITH XARM BRKT	12	\$786.30	Dec 31, 2024	3650009		Dec 31, 2024	C
MM	57613195	CONDUIT 6" X 10' ALUMINUM	80	\$2,013.81	Dec 31, 2024	3670112		Dec 31, 2024	C
MM	18220511	CROSSARM, 10 FT. 3-5/8 X 4-5/8	22	\$2,205.74	Dec 31, 2024	3640042		Dec 31, 2024	C
MM	15334719	CONDUCTOR, #559.5 AAAC 19 STRAND DARIEN	1445	\$2,404.16	Dec 31, 2024	3650056		Dec 31, 2024	C
MM	65229401	SWITCH, DISCONNECT, 27 KV, 900 amp	12	\$3,927.06	Dec 31, 2024	3650092		Dec 31, 2024	C
MM	66911941	TERMINATION, MODULAR RUBBER 500 TO 1000, 3 UNITS PER KIT	13	\$7,316.86	Dec 31, 2024	3670064		Dec 31, 2024	C
MM	9147497	CABLE 1000MCM Cu 260MILS 25KV	5337	\$186,924.84	Dec 31, 2024	3670016		Dec 31, 2024	C
TOTALS:				\$228,176.96					

OVERHEAD

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
BE	\$699.12	Mar 31, 2022		Mar 31, 2022	C
BE	\$58.65	Jun 30, 2023		Jun 30, 2023	C
BE	\$36.42	Aug 31, 2023		Aug 31, 2023	C
BE	\$225.01	Jul 31, 2024		Jul 31, 2024	C
BE	\$404.97	Aug 31, 2024		Aug 31, 2024	C
BE	\$525.03	Oct 31, 2024		Oct 31, 2024	C
BE	\$107.51	Nov 30, 2024		Nov 30, 2024	C
BE	\$52.02	Feb 28, 2025		Feb 28, 2025	C
BE	\$40.68	Feb 28, 2025		Feb 28, 2025	C
IL	\$288.12	Mar 31, 2022		Mar 31, 2022	C
IL	\$25.29	Jun 30, 2023		Jun 30, 2023	C
IL	\$13.76	Aug 31, 2023		Aug 31, 2023	C
IL	\$83.55	Jul 31, 2024		Jul 31, 2024	C
IL	\$170.25	Aug 31, 2024		Aug 31, 2024	C
IL	\$221.93	Oct 31, 2024		Oct 31, 2024	C
IL	\$36.38	Nov 30, 2024		Nov 30, 2024	C
IL	\$12.67	Feb 28, 2025		Feb 28, 2025	C
IL	\$15.17	Feb 28, 2025		Feb 28, 2025	C

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
MC	\$2,561.53	Nov 30, 2024		Nov 30, 2024	C
MC	\$55,466.10	Dec 31, 2024		Dec 31, 2024	C
ST	\$6,620.37	Nov 30, 2024		Nov 30, 2024	C
ST	\$84,372.27	Dec 31, 2024		Dec 31, 2024	C
TR	\$173.89	Mar 31, 2022		Mar 31, 2022	C
TR	\$17.92	Jun 30, 2023		Jun 30, 2023	C
TR	\$12.11	Aug 31, 2023		Aug 31, 2023	C
TR	\$56.52	Jul 31, 2024		Jul 31, 2024	C
TR	\$132.39	Aug 31, 2024		Aug 31, 2024	C
TR	\$159.89	Oct 31, 2024		Oct 31, 2024	C
TR	\$29.49	Nov 30, 2024		Nov 30, 2024	C
TR	\$15.77	Feb 28, 2025		Feb 28, 2025	C
TR	\$10.24	Feb 28, 2025		Feb 28, 2025	C
BE	\$52.02	Oct 31, 2024		Oct 31, 2024	R
BE	(\$52.02)	Feb 28, 2025		Feb 28, 2025	R
IL	\$12.67	Oct 31, 2024		Oct 31, 2024	R
IL	(\$12.67)	Feb 28, 2025		Feb 28, 2025	R
TR	\$15.77	Oct 31, 2024		Oct 31, 2024	R

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21543

U-0031-010 CAGE BLVD & FLOODWAY URD

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
TR	(\$15.77)	Feb 28, 2025		Feb 28, 2025	R
TOTALS:	\$152,645.02				

AP

<u>Name</u>	<u>Vendor #</u>	<u>Invoice #</u>	<u>Inventory #</u>	<u>Description</u>	<u>Inventory Type</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Type</u>
AXIS POWER LLC	103621	61313HC					\$80,217.68	Mar 11, 2025			C
TOTALS:							\$80,217.68				

Total Cost Summary

	<u>Construction</u>	<u>Retirement</u>	<u>Total</u>
Direct Labor:	\$2,276.20	\$0.00	\$2,276.20
Labor Overheads:	\$3,016.53	\$0.00	\$3,016.53
Contractor Labor:	\$0.00	\$0.00	\$0.00
Material:	\$228,176.96	\$0.00	\$228,176.96
Material Overheads:	\$149,020.27	\$0.00	\$149,020.27
Transportation:	\$608.22	\$0.00	\$608.22
Contributions:	\$0.00	\$0.00	\$0.00
Accounts Payable:	\$80,217.68	\$0.00	\$80,217.68
Manual Journal Entries:	\$0.00	\$0.00	\$0.00
Special Equipment:	\$0.00	\$0.00	\$0.00
Resale Inventory:	\$0.00	-	\$0.00
Construction Closing:	\$0.00	\$0.00	-
Retirement Closing:	\$0.00	\$0.00	-
Interest:	\$0.00	\$0.00	\$0.00
Total Cost:	\$463,315.86	\$0.00	\$463,315.86

**Project Costs Drill Information**

**Magic Valley Electric  
Cooperative**

**Project: 21543**

**U-0031-010 CAGE BLVD & FLOODWAY URD**



Project: 21678  
Budget: 611.00: LINE RELOCATIONS  
Staked: JASON LOZANO  
Date: 11/12/2024

Sheet ID: 51855  
Name: U-0031-010 CAGE BLVD & FLOOD  
Svc Order: 6266336  
Rate:  
Division: CENTRAL

#### LOCATION

Address: US.281 / JUAN BALLI RD  
Account:  
Name:  
Telephone: (956) 514 - 1200  
City/St/Zip: PHARR / TX / 78577  
County: HID  
Map #: 1084713576419  
Subdivision:  
Lot/Block: /

#### CONSTRUCTION INFORMATION

Substation: LAS MILPAS  
Circuit: L320 L310  
Phase: ABC

#### REQUIREMENTS

Joint: ☐ Date: Info:  
Hwy Pmt: ☐ Date: Pmt:  
Mtr Permit: ☐ Date: Pmt:  
RR Permit: ☐ Date: Pmt:  
Easements: ☐ Date: Doc:  
Locates: ☒ Date: Tckt:  
Cleared:

#### METERING

Book:  
Seq:

#### LOAD INFORMATION

Exist. kW: Sq. Ft:  
New kW: A/C Ton:  
Total kW: Flkr Volt:

#### DISTRICTS

County: City:  
School: Road:  
Water: Nav:  
Drain: Fire:  
Board: Adrienne P. Garza

#### TRANSFORMER MINIMUM:

#### TRACKING

Created: 11/12/2024  
Designed: 11/12/2024  
Approved: *Alfredo Ayala* 11/12/2024  
Released:  
Inspected:  
Completed:  
Posted:

NOTES 1 NEED TO SET NEW POLES AND SLACK PRIMARY POLES AS SHOWN ON SKETCH.

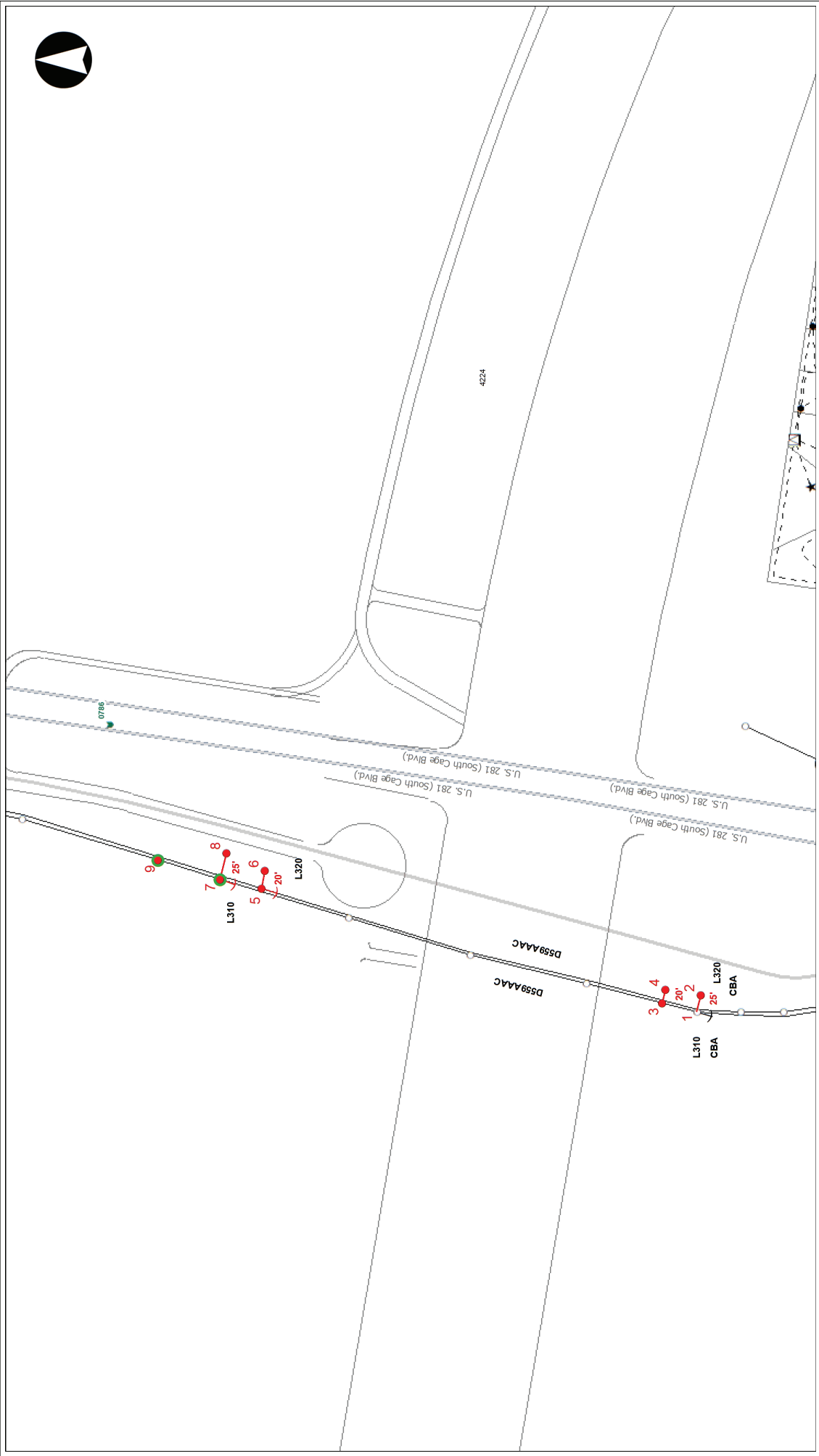
NOTES 2

#### CONDUCTOR SUMMARY

STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
INSTALL	D4/0AAAC	-	OH	PRIMARY	90	90
INSTALL	D559AAAC	2PH	OH	PRIMARY	90	270

#### STATISTICAL SUMMARY

	PRI	SEC	SVC	CONS	SL	MET	TRA	POLES
INSTALL OH:	90	-	-	-	-	-	-	8
INSTALL UG:	-	-	-	-				
RETIRE OH:	-	-	-	-	-	-	-	2
RETIRE UG:	-	-	-	-				







Project: **64857**  
 Budget: **844.//:NIOENRE S CJ TIS OA**  
 Staked: **Q AS ONS LJ OS**  
 Date: **44Z46Z6/61**

Sheet ID: **24722**  
 Name: **U-//34-/4/NJ GENB VDN&W S S D**  
 Svc Order: **8688338**  
 Rate:  
 Division: **CEOTRJ**

ocation	J ssembly	Quantity	Atatus	Comments
1	50-3	1	EXISTING	
	C1.11L	1	EXISTING	
	D4/0AAAC	62	EXISTING	
	D559AAAC	186	EXISTING	
	E7.1	1	EXISTING	
	H5.1	1	EXISTING	
	VC6.21L	1	EXISTING	
	F2.20	1	EXISTING	
	VC2.2PE	2	INSTALL	FOR DOUBLE DEADEND
	VC2.2PE	1	INSTALL	FOR SLACK SPAN
	VC5.21L	1	INSTALL	
	VC6.31L	1	INSTALL	BOTTOM
	VC1.41L	1	RETIRE	BOTTOM
2	45-1	1	INSTALL	
	D4/0AAAC	25	INSTALL	(N)
	D559AAAC	75	INSTALL	
	H1.1	1	INSTALL	
	N5.1	1	INSTALL	(N)
	VC5.21L	1	INSTALL	
3	50-1	1	INSTALL	
	P2.1	1	INSTALL	
	VC1.41L	1	INSTALL	BOTTOM
	VC2.2PE	4	INSTALL	
	VC5.21L	1	INSTALL	MIDDLE
	VC6.21L	1	INSTALL	TOP
4	45-1	1	INSTALL	
	D4/0AAAC	20	INSTALL	(N)
	D559AAAC	60	INSTALL	
	H1.1	1	INSTALL	
	N5.1	1	INSTALL	(N)
	VC5.21L	1	INSTALL	
5	D4/0AAAC	132	EXISTING	
	D559AAAC	396	EXISTING	
	50-1	1	INSTALL	



Project: **64857**  
 Budget: **844.//:NIOENRE S CJ TIS OA**  
 Staked: **Q AS ONS LJ OS**  
 Date: **44Z46Z6/61**

Sheet ID: **24722**  
 Name: **U-//34-/4/NDJ GENB VDN&W S S D**  
 Svc Order: **8688338**  
 Rate:  
 Division: **CEOTRJ**

ocation	J ssembly	Quantity	Atatus	Comments
5	E7.1	3	INSTALL	
	F2.20	2	INSTALL	
	P2.1	1	INSTALL	
	VC1.41L	1	INSTALL	TEMP FOR BOTTOM CIRCUIT
	VC2.2PE	3	INSTALL	
	VC5.21L	1	INSTALL	MIDDLE SLACK TO P6
	VC6.31L	1	INSTALL	TOP CIRCUIT
6	45-1	1	INSTALL	
	D4/0AAAC	20	INSTALL	(N)
	D559AAAC	60	INSTALL	
	H1.1	1	INSTALL	
	N5.1	1	INSTALL	
	VC5.21L	1	INSTALL	
7	C1.11L	1	EXISTING	
	D4/0AAAC	192	EXISTING	
	D559AAAC	576	EXISTING	
	50-1	1	INSTALL	
	E7.1	3	INSTALL	
	F2.20	2	INSTALL	
	P2.1	1	INSTALL	
	VC1.11PE	1	INSTALL	TOP
	VC1.41PE	1	INSTALL	
	VC2.2PE	2	INSTALL	
	VC5.21L	1	INSTALL	SLACK TO P8
	VC6.31L	1	INSTALL	MIDDLE
	50-3	1	RETIRE	
	P2.1	1	RETIRE	
	VC1.11L	1	RETIRE	
	VC1.41L	1	RETIRE	
8	45-1	1	INSTALL	
	D4/0AAAC	25	INSTALL	(N)
	D559AAAC	75	INSTALL	
	H1.1	1	INSTALL	
	N5.1	1	INSTALL	(N)

ocation	J ssembly	Quantity	Atatus	Comments
8	VC5.21L	1	INSTALL	
9	D4/0AAAC	93	EXISTING	
	D559AAAC	279	EXISTING	
	50-1	1	INSTALL	
	M32.1	1	INSTALL	
	P2.1	1	INSTALL	
	VC1.11PE	1	INSTALL	
	VC2.52PE	1	INSTALL	
	45-3	1	RETIRE	
	P2.1	1	RETIRE	
	VC1.11L	1	RETIRE	
	VC2.52L	1	RETIRE	

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

DIRECT LABOR

<u>Occur Date</u>	<u>Hours</u>	<u>Amount</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Pay Date</u>	<u>Vehicle</u>	<u>Numonic</u>	<u>Miles</u>	<u>Eq Hours</u>	<u>Type</u>
Apr 02, 2022	1.0	\$61.47	3209		Apr 02, 2022					C
Apr 06, 2022	3.5	\$174.17	3209		Apr 06, 2022					C
Jul 21, 2023	1.5	\$64.40	3609		Jul 21, 2023					C
Aug 09, 2024	2.0	\$92.42	3609		Aug 09, 2024					C
Aug 16, 2024	2.0	\$92.42	3609		Aug 16, 2024					C
Sep 19, 2024	2.5	\$115.53	3609		Sep 19, 2024					C
Oct 02, 2024	1.0	\$46.21	3609		Oct 02, 2024					C
Oct 04, 2024	4.5	\$207.95	3609		Oct 04, 2024					C
Oct 10, 2024	2.5	\$115.53	3609		Oct 10, 2024					C
Oct 15, 2024	1.5	\$69.32	3609		Oct 15, 2024					C
Oct 17, 2024	8.0	\$369.68	3609		Oct 17, 2024					C
Oct 18, 2024	6.0	\$277.26	3609		Oct 18, 2024					C
Oct 21, 2024	4.5	\$207.95	3609		Oct 21, 2024					C
Oct 25, 2024	1.5	\$69.32	3609		Oct 25, 2024					C
Oct 31, 2024	2.5	\$115.53	3609		Oct 31, 2024					C
Nov 05, 2024	2.5	\$115.53	3609		Nov 05, 2024					C
Nov 06, 2024	2.5	\$115.53	3609		Nov 06, 2024					C
Nov 09, 2024	2.0	\$138.63	3609		Nov 09, 2024					C
Nov 11, 2024	2.5	\$115.53	3609		Nov 11, 2024					C
Nov 12, 2024	4.0	\$184.84	3609		Nov 12, 2024					C
Nov 13, 2024	3.5	\$161.74	3609		Nov 13, 2024					C
Nov 14, 2024	2.5	\$115.53	3609		Nov 14, 2024					C

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

DIRECT LABOR

<u>Occur Date</u>	<u>Hours</u>	<u>Amount</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Pay Date</u>	<u>Vehicle</u>	<u>Numonic</u>	<u>Miles</u>	<u>Eq Hours</u>	<u>Type</u>
Nov 18, 2024	2.5	\$115.53	3609		Nov 18, 2024					C
Nov 19, 2024	3.5	\$161.74	3609		Nov 19, 2024					C
Nov 20, 2024	2.5	\$138.63	3609		Nov 20, 2024					C
Nov 21, 2024	1.5	\$69.32	3609		Nov 21, 2024					C
Nov 22, 2024	2.0	\$92.42	3609		Nov 22, 2024					C
Dec 04, 2024	2.0	\$92.42	3609		Dec 04, 2024					C
Dec 05, 2024	1.5	\$69.32	3609		Dec 05, 2024					C
Dec 06, 2024	1.5	\$69.32	3609		Dec 06, 2024					C
Dec 11, 2024	1.5	\$69.32	3609		Dec 11, 2024					C
Dec 18, 2024	3.5	\$169.02	3609		Dec 18, 2024					C
Dec 19, 2024	1.5	\$72.44	3609		Dec 19, 2024					C
Feb 12, 2025	0.5	\$18.72	3111		Feb 12, 2025					R
TOTALS:		\$4,164.69								

CONSTRUCTION MATERIAL

<u>Cost Code</u>	<u>Inventory #</u>	<u>Inventory Desc</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>CPR #</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
MI-T	71020661	WASHER, SQUARE 2-1/4 13/16" HOLE	4	\$1.71	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380510	BOLT, MACHINE, 5/8 X 10	1	\$1.85	Nov 30, 2024			Nov 30, 2024	C
MI-T	71021541	WASHER, SQUARE, 3X3X1/4 (11/16 DIA. HOLE	1	\$1.94	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380514	BOLT, MACHINE, 5/8 X 14	1	\$2.32	Nov 30, 2024			Nov 30, 2024	C
MI-T	34262010	INSULATOR, SPOOL 3-1/8 X 3 ANSI 53-2	3	\$4.16	Nov 30, 2024			Nov 30, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	55504440	SCREW, LAG, 1/2" X 4"	4	\$5.28	Nov 30, 2024			Nov 30, 2024	C
MI-T	7804500	BRACKET, INSULATED WITHOUT INSULATOR	1	\$5.44	Nov 30, 2024			Nov 30, 2024	C
MI-T	17311000	CONNECTOR, GROUND ROD CLAMP	4	\$9.47	Nov 30, 2024			Nov 30, 2024	C
MI-T	6390512	BOLT, SINGLE UPSET, 5/8 X 12	2	\$12.08	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330624	BOLT, D.A. 3/4 X 24	1	\$13.75	Nov 30, 2024			Nov 30, 2024	C
MI-T	71021551	WASHER, SQUARE, 3X3X1/4 (13/16 DIA. HOLE	11	\$14.30	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380512	BOLT, MACHINE, 5/8 X 12	7	\$14.69	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380406	BOLT, MACHINE, 1/2" X 6"	16	\$14.71	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330530	BOLT, D.A. 5/8 X 30	3	\$16.01	Nov 30, 2024			Nov 30, 2024	C
MI-T	29300855	GUYGUARD, FULL ROUND, 8 FOOT PLASTIC	6	\$16.92	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380616	BOLT, MACHINE, 3/4 X 16	3	\$18.27	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330522	BOLT, D.A. 5/8 X 22	4	\$21.57	Nov 30, 2024			Nov 30, 2024	C
MI-T	71011541	WASHER, CURVED SQ. 3X3X1/4 (11/16 DIA)	16	\$23.84	Nov 30, 2024			Nov 30, 2024	C
MI-T	12302800	SHACKLE, ANCHOR	8	\$27.25	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330526	BOLT, D.A. 5/8 X 26	3	\$27.52	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380506	BOLT, MACHINE, 5/8 X 6"	16	\$31.60	Nov 30, 2024			Nov 30, 2024	C
MI-T	42904075	NUT, OVALEYE, 3/4	20	\$33.29	Nov 30, 2024			Nov 30, 2024	C
MI-T	71011551	WASHER, CURVED SQ. 3X3X1/4 (13/16 DIA)	20	\$35.70	Nov 30, 2024			Nov 30, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	6361512	BOLT, OVEL EYE, 5/8 X 12	9	\$39.10	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380614	BOLT, MACHINE, 3/4" X 14"	10	\$40.80	Nov 30, 2024			Nov 30, 2024	C
MI-T	7807500	BRACKET, POLE-TOP POST INSULATOR DIST	2	\$45.21	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330524	BOLT, D.A. 5/8 X 24	7	\$46.38	Nov 30, 2024			Nov 30, 2024	C
MI-T	6361514	BOLT, OVEL EYE, 5/8 X 14	10	\$47.63	Nov 30, 2024			Nov 30, 2024	C
MI-T	71023051	WASHER, 4 X 4, FOR 3/4 BOLT	12	\$51.84	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380616	BOLT, MACHINE, 3/4 X 16	10	\$60.91	Nov 30, 2024			Nov 30, 2024	C
MI-T	34258110	INSULATOR, POST TYPE 35 KV SHORT STUD	2	\$63.00	Nov 30, 2024			Nov 30, 2024	C
MI-T	6380407	BOLT, MACHINE, 1/2 X 7	58	\$73.76	Nov 30, 2024			Nov 30, 2024	C
MI-T	35100000	KEY POLE, WOOD, (CRIB BRACE) 4" X 12" X 36" CREOSOTE	1	\$88.47	Nov 30, 2024			Nov 30, 2024	C
MI-T	53737401	ROD, ARMOR, 4/0 AAAC, PREFORMED	8	\$108.87	Nov 30, 2024			Nov 30, 2024	C
MI-T	45412252	PIN, CROSSARM 7-1/2" LONG SH-1 IN THREAD - JP40581Z	9	\$109.49	Nov 30, 2024			Nov 30, 2024	C
MI-T	71020651	WASHER, 2 1/4 SQ. 11/16" HOLE	206	\$129.76	Nov 30, 2024			Nov 30, 2024	C
MI-T	11771053	PREFORMED, D.E. 20M ALUMAWELD GUY	12	\$135.93	Nov 30, 2024			Nov 30, 2024	C
MI-T	42904063	NUT, OVALEYE, 5/8"	56	\$145.60	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330536	BOLT, D.A. 5/8 X 36	10	\$167.00	Nov 30, 2024			Nov 30, 2024	C
MI-T	6330632	BOLT, D.A. 3/4 X 32	10	\$171.86	Nov 30, 2024			Nov 30, 2024	C
MI-T	34225313	INSULATOR, PIN TYPE 14.4 KV. FOG	9	\$205.50	Nov 30, 2024			Nov 30, 2024	C



Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MI-T	34278233	INSULATOR, GUY STRAIN, 78" ROLLER	6	\$219.66	Nov 30, 2024			Nov 30, 2024	C
MI-T	73859407	GUY WIRE, 20 MM	250	\$227.33	Nov 30, 2024			Nov 30, 2024	C
MI-T	11723435	BOLTED DEAD END DISTRIBUTION STRAIN CLAMP 4/0 AAAC DA-20N PG57N	12	\$263.33	Nov 30, 2024			Nov 30, 2024	C
MI-T	53650102	DOUBLE EYE NUT FOR ANCHOR, GUY ADAPTOR	4	\$270.28	Nov 30, 2024			Nov 30, 2024	C
MI-T	53658603	ANCHOR EXTENSION, 3.5", SQUARE, TYPE SS D6616-U OR C12655	4	\$352.88	Nov 30, 2024			Nov 30, 2024	C
MI-T	53658607	ANCHOR EXTENSION, 7", SQUARE, TYPE SS	4	\$506.00	Nov 30, 2024			Nov 30, 2024	C
MI-T	2150700	ATTACHMENT, GUY POLEEEYE PLATE OFFSET	6	\$512.47	Nov 30, 2024			Nov 30, 2024	C
MI-T	53737561	ROD, ARMOR, 559 AAAC, PREFORMED	40	\$547.75	Nov 30, 2024			Nov 30, 2024	C
MI-T	11723539	CLAMP, STRAIN 2/0-556 DA-30N PG86LN(559)	18	\$675.11	Nov 30, 2024			Nov 30, 2024	C
MI-T	7535160	BRACE, CROSSARM, WOOD, 60" INCH SPAN - ORDER IS MADE FOR EACH NOT PAIR	62	\$858.27	Nov 30, 2024			Nov 30, 2024	C
MI-T	17558500	CONNECTOR, PERCUSSION, 559 TO 559, AMP	40	\$894.83	Nov 30, 2024			Nov 30, 2024	C
MI-T	34258710	INSULATOR, POST TYPE 35 KV LONG STUD	37	\$1,065.93	Nov 30, 2024			Nov 30, 2024	C
MI-T	72600201	GROUNDING WIRE, #2 COPPER CLAD STEEL	200	\$1,399.50	Nov 30, 2024			Nov 30, 2024	C
MI-T	11722339	CLAMP, STRAIGHT DEADEND 350-795	48	\$1,531.71	Nov 30, 2024			Nov 30, 2024	C
MM	46800424	PLATE, COPPER GROUND, FOR POLES	4	\$46.62	Nov 30, 2024		3650078	Nov 30, 2024	C
MM	53828508	ROD, GROUND, 5/8, CU. BONDED	4	\$87.80	Nov 30, 2024		3650082	Nov 30, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MM	15334007	CONDUCTOR, #4/0 AAAC 7 STRAND (ALLIANCE)	101	\$98.28	Nov 30, 2024	3650055		Nov 30, 2024	C
MM	18222211	CROSSARM, 10 FT. 4-3/4 X 5-3/4	3	\$560.22	Nov 30, 2024	3640044		Nov 30, 2024	C
MM	34284040	INSULATOR, DEADEND, POLY 14.4KV	48	\$585.62	Nov 30, 2024	3650076		Nov 30, 2024	C
MM	954108	ANCHOR, TYPE SS, 4 HELICES, 8" LEAD,	4	\$1,554.00	Nov 30, 2024	3640005		Nov 30, 2024	C
MM	15334719	CONDUCTOR, #559.5 AAAC 19 STRAND DARIEN	926	\$1,621.96	Nov 30, 2024	3650056		Nov 30, 2024	C
MM	48501616	POLE, 50-1, TAR CREOSOTE, SYP	2	\$2,602.51	Nov 30, 2024	3640114		Nov 30, 2024	C
MM	48451616	POLE, 45-1, TAR CREOSOTE, SYP	4	\$4,225.35	Nov 30, 2024	3640105		Nov 30, 2024	C
MM	18221611	CROSSARM, 8 FT. 4-3/4 X 5-3/4	30	\$4,303.01	Nov 30, 2024	3640043		Nov 30, 2024	C
MI-T	11723539	CLAMP, STRAIN 2/0-556 DA-30N PG86LN(559)	-18	(\$675.11)	Dec 31, 2024			Dec 31, 2024	C
MI-T	34258710	INSULATOR, POST TYPE 35 KV LONG STUD	-22	(\$633.80)	Dec 31, 2024			Dec 31, 2024	C
MI-T	53658603	ANCHOR EXTENSION, 3.5", SQUARE, TYPE SS D6616-U OR C12655	-2	(\$176.44)	Dec 31, 2024			Dec 31, 2024	C
MI-T	2150700	ATTACHMENT, GUY POLEEEYE PLATE OFFSET	-2	(\$170.82)	Dec 31, 2024			Dec 31, 2024	C
MI-T	7535160	BRACE, CROSSARM, WOOD, 60" INCH SPAN - ORDER IS MADE FOR EACH NOT PAIR	-9	(\$124.59)	Dec 31, 2024			Dec 31, 2024	C
MI-T	53650102	DOUBLE EYE NUT FOR ANCHOR, GUY ADAPTOR	-1	(\$67.57)	Dec 31, 2024			Dec 31, 2024	C
MI-T	34258110	INSULATOR, POST TYPE 35 KV SHORT STUD	-2	(\$63.00)	Dec 31, 2024			Dec 31, 2024	C
MI-T	7807500	BRACKET, POLE-TOP POST INSULATOR DIST	-2	(\$45.21)	Dec 31, 2024			Dec 31, 2024	C
MI-T	6380407	BOLT, MACHINE, 1/2 X 7	-10	(\$12.72)	Dec 31, 2024			Dec 31, 2024	C

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

CONSTRUCTION MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MM	15334719	CONDUCTOR, #559.5 AAAC 19 STRAND DARIEN	-422	(\$739.17)	Dec 31, 2024	3650056		Dec 31, 2024	C
MM	954108	ANCHOR, TYPE SS, 4 HELICES, 8" LEAD,	-1	(\$388.50)	Dec 31, 2024	3640005		Dec 31, 2024	C
MM	18221611	CROSSARM, 8 FT. 4-3/4 X 5-3/4	-2	(\$286.87)	Dec 31, 2024	3640043		Dec 31, 2024	C
MI-T	35100000	KEY POLE, WOOD, (CRIB BRACE) 4" X 12" X 36" CREOSOTE	1	\$88.47	Feb 28, 2025			Feb 28, 2025	C
MM	46800424	PLATE, COPPER GROUND, FOR POLES	-2	(\$23.31)	Feb 28, 2025	3650078		Feb 28, 2025	C
MM	15334007	CONDUCTOR, #4/0 AAAC 7 STRAND (ALLIANCE)	118	\$114.82	Feb 28, 2025	3650055		Feb 28, 2025	C
MM	18221611	CROSSARM, 8 FT. 4-3/4 X 5-3/4	2	\$286.87	Feb 28, 2025	3640043		Feb 28, 2025	C
TOTALS:				\$24,178.25					

RETIREMENT MATERIAL

Cost Code	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
MM	18221611 (J)	CROSSARM, 8 FT. 4-3/4 X 5-3/4	1	\$0.00	Feb 05, 2025	3640043		Feb 28, 2025	R
MM	18222211 (J)	CROSSARM, 10 FT. 4-3/4 X 5-3/4	2	\$0.00	Feb 05, 2025	3640044		Feb 28, 2025	R
TOTALS:				\$0.00					

OVERHEAD

Cost Code	Amount	Date	Dept #	Month End	Type
BE	\$294.73	Apr 30, 2022		Apr 30, 2022	C
BE	\$67.82	Jul 31, 2023		Jul 31, 2023	C
BE	\$170.52	Aug 31, 2024		Aug 31, 2024	C
BE	\$123.44	Sep 30, 2024		Sep 30, 2024	C

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
BE	\$1,282.02	Oct 31, 2024		Oct 31, 2024	C
BE	\$1,773.97	Nov 30, 2024		Nov 30, 2024	C
BE	\$405.34	Dec 31, 2024		Dec 31, 2024	C
IL	\$98.47	Apr 30, 2022		Apr 30, 2022	C
IL	\$19.38	Jul 31, 2023		Jul 31, 2023	C
IL	\$71.68	Aug 31, 2024		Aug 31, 2024	C
IL	\$45.78	Sep 30, 2024		Sep 30, 2024	C
IL	\$541.90	Oct 31, 2024		Oct 31, 2024	C
IL	\$600.30	Nov 30, 2024		Nov 30, 2024	C
IL	\$238.44	Dec 31, 2024		Dec 31, 2024	C
MC	\$2,363.94	Nov 30, 2024		Nov 30, 2024	C
MC	(\$378.01)	Dec 31, 2024		Dec 31, 2024	C
MC	\$32.07	Feb 28, 2025		Feb 28, 2025	C
ST	\$6,109.69	Nov 30, 2024		Nov 30, 2024	C
ST	(\$575.01)	Dec 31, 2024		Dec 31, 2024	C
ST	\$120.21	Feb 28, 2025		Feb 28, 2025	C
TR	\$55.87	Apr 30, 2022		Apr 30, 2022	C
TR	\$19.31	Jul 31, 2023		Jul 31, 2023	C

Project Costs Drill Information

Magic Valley Electric  
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Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
TR	\$55.74	Aug 31, 2024		Aug 31, 2024	C
TR	\$32.73	Sep 30, 2024		Sep 30, 2024	C
TR	\$390.41	Oct 31, 2024		Oct 31, 2024	C
TR	\$486.59	Nov 30, 2024		Nov 30, 2024	C
TR	\$105.20	Dec 31, 2024		Dec 31, 2024	C
BE	\$16.83	Feb 28, 2025		Feb 28, 2025	R
IL	\$3.04	Feb 28, 2025		Feb 28, 2025	R
MC	\$12.63	Feb 28, 2025		Feb 28, 2025	R
TR	\$4.21	Feb 28, 2025		Feb 28, 2025	R
TOTALS:	\$14,589.24				

AP

<u>Name</u>	<u>Vendor #</u>	<u>Invoice #</u>	<u>Inventory #</u>	<u>Description</u>	<u>Inventory Type</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Type</u>
HIDALGO COUNTY IRRIGATION	5963	1558					\$760.00	Nov 20, 2024			C
AXIS POWER LLC	103621	61311HC					\$11,814.98	Mar 11, 2025			C
AXIS POWER LLC	103621	61311HC					\$363.06	Mar 11, 2025			R
TOTALS:							\$12,938.04				

MATERIALS REMOVED FROM PLANT (Not included in totals)

SourceInventory #Inventory DescQuantityAmountDateCPR #Dept #Month EndType

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 21678

U-0031-010 CAGE BLVD & FLOODWAY OH

MATERIALS REMOVED FROM PLANT (Not included in totals)

Source	Inventory #	Inventory Desc	Quantity	Amount	Date	CPR #	Dept #	Month End	Type
PROJRET	18221611	CROSSARM, 8 FT. 4-3/4 X 5-3/4	1	\$0.00	Feb 28, 2025	3640043		Feb 28, 2025	R
PROJRET	18222211	CROSSARM, 10 FT. 4-3/4 X 5-3/4	2	\$0.00	Feb 28, 2025	3640044		Feb 28, 2025	R
TOTALS:				\$0.00					

Total Cost Summary

	Construction	Retirement	Total
Direct Labor:	\$4,145.97	\$18.72	\$4,164.69
Labor Overheads:	\$5,733.79	\$19.87	\$5,753.66
Contractor Labor:	\$0.00	\$0.00	\$0.00
Material:	\$24,178.25	\$0.00	\$24,178.25
Material Overheads:	\$7,672.89	\$12.63	\$7,685.52
Transportation:	\$1,145.85	\$4.21	\$1,150.06
Contributions:	\$0.00	\$0.00	\$0.00
Accounts Payable:	\$12,574.98	\$363.06	\$12,938.04
Manual Journal Entries:	\$0.00	\$0.00	\$0.00
Special Equipment:	\$0.00	\$0.00	\$0.00
Resale Inventory:	\$0.00	-	\$0.00
Construction Closing:	\$0.00	\$0.00	-
Retirement Closing:	\$0.00	\$0.00	-
Interest:	\$0.00	\$0.00	\$0.00
Total Cost:	\$55,451.73	\$418.49	\$55,870.22



Project: 50685  
Budget: 99999.00: RETIREMENTS  
Staked: JASON LOZANO  
Date: 12/09/2024

Sheet ID: 52532  
Name: FLOODWAY OVERHEAD RETIREMENT  
Svc Order: 6774788  
Rate:  
Division: CENTRAL

#### LOCATION

Address: CAGE BLVD / JUAN BALLI RD  
Account:  
Name: Mvec Central Office  
Telephone: (956) 514 - 1200  
City/St/Zip: PHARR / TEXAS / 78577  
County: HID  
Map #: 1084713576419  
Subdivision:  
Lot/Block: /

#### CONSTRUCTION INFORMATION

Substation: Las Milpas  
Circuit: L360  
Phase: ABC

#### REQUIREMENTS

Joint: ☐ Date: Info:  
Hwy Pmt: ☐ Date: Pmt:  
Mtr Permit: ☐ Date: Pmt:  
RR Permit: ☐ Date: Pmt:  
Easements: ☐ Date: Doc:  
Locates: ☐ Date: Tckt:  
Cleared:

#### METERING

Book: 4224  
Seq:

#### LOAD INFORMATION

Exist. kW: Sq. Ft:  
New kW: A/C Ton:  
Total kW: Flkr Volt:

#### DISTRICTS

County: 01 City: 03  
School: 012 Road: 17  
Water: 002 Nav:  
Drain: 001 Fire:  
Board: Adrienne P. Garza

#### TRANSFORMER MINIMUM:

#### TRACKING

Created: 12/06/2024  
Designed: 12/09/2024  
Approved: *Alfredo Ayala PO* 12/09/2024  
Released:  
Inspected:  
Completed:  
Posted:

NOTES 1 NEED TO RETIRE OVERHEAD LINES ON FLOODWAY.

NOTES 2

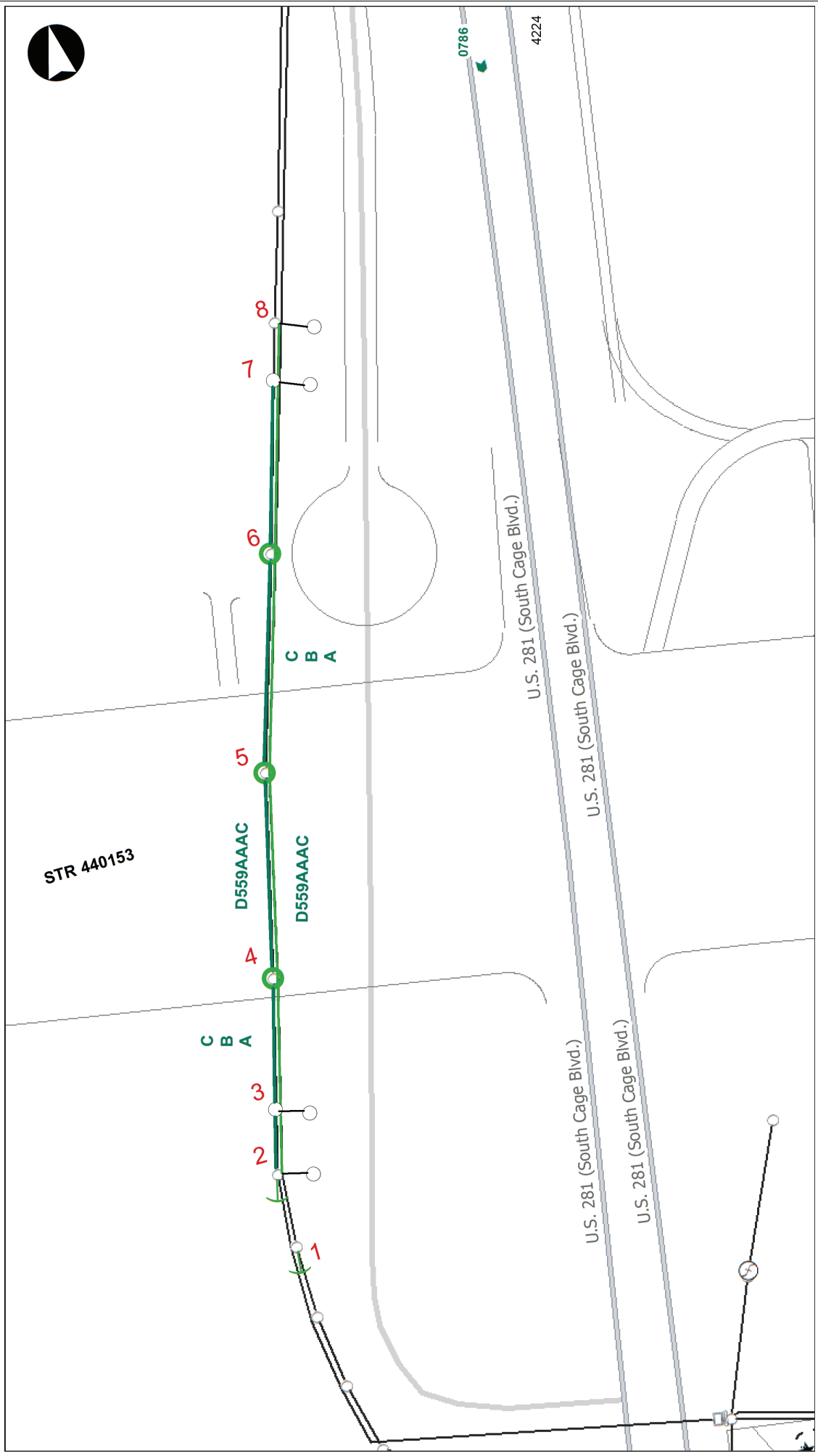
#### CONDUCTOR SUMMARY

STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
RETIRE	D4/0AAAC	-	OH	PRIMARY	1222	1222
RETIRE	D559AAAC	-	OH	PRIMARY	1222	3666

#### STATISTICAL SUMMARY

	PRI	SEC	SVC		CONS	SL	MET	TRA	POLES
INSTALL OH:	-	-	-		-	-	-	-	-
INSTALL UG:	-	-	-		-				
RETIRE OH:	1222	-	-		-	-	-	-	3
RETIRE UG:	-	-	-		-				







Project: 50685  
Budget: 99999.00: RETIREMENTS  
Staked: JASON LOZANO  
Date: 12/09/2024

Sheet ID: 52532  
Name: FLOODWAY OVERHEAD RETIREMENT  
Svc Order: 6774788  
Rate:  
Division: CENTRAL

Location	Assembly	Quantity	Status	Comments
1	50-1	1	EXISTING	
	D4/0AAAC	61	EXISTING	
	D559AAAC	183	EXISTING	
	E7.1	1	EXISTING	
	F2.20	1	EXISTING	
	P2.1	1	EXISTING	
	VC5.21L	3	EXISTING	
	VC5.21X	1	EXISTING	
	VC5.71E	1	EXISTING	
	E7.1	3	RETIRE	
	F2.16	2	RETIRE	
2	45-3	1	EXISTING	
	D4/0AAAC	62	EXISTING	
	D559AAAC	186	EXISTING	
	H5.1	1	EXISTING	
	VC5.21L	1	EXISTING	BOTTOM
	VC5.31L	1	EXISTING	BOTTOM
	VC6.21L	1	EXISTING	TOP
	E7.1	2	RETIRE	
	F2.16	2	RETIRE	
	N5.1	1	RETIRE	
	VA5.3	3	RETIRE	
3	P2.1	1	EXISTING	
	VC5.21L	1	EXISTING	TOP
	VC6.21L	1	EXISTING	TOP
	50-1	1	EXISTING	
	VC1.41L	1	RETIRE	BOTTOM
4	45-3	1	RETIRE	
	D4/0AAAC	163	RETIRE	(N)
	D4/0AAAC	163	RETIRE	
	D559AAAC	489	RETIRE	
	D559AAAC	489	RETIRE	BOTTOM
	P2.1	1	RETIRE	
	VC1.11L	1	RETIRE	TOP



Project: 50685  
Budget: 99999.00: RETIREMENTS  
Staked: JASON LOZANO  
Date: 12/09/2024

Sheet ID: 52532  
Name: FLOODWAY OVERHEAD RETIREMENT  
Svc Order: 6774788  
Rate:  
Division: CENTRAL

Location	Assembly	Quantity	Status	Comments
4	VC1.41L	1	RETIRE	
5	55-3	1	RETIRE	
	D4/0AAAC	171	RETIRE	(N)
	D4/0AAAC	171	RETIRE	(N)
	D559AAAC	513	RETIRE	TOP
	D559AAAC	513	RETIRE	BOTTOM
	VC1.11L	1	RETIRE	TOP
	VC1.41L	1	RETIRE	BOTOM
6	60-3	1	RETIRE	
	D4/0AAAC	181	RETIRE	(N)
	D4/0AAAC	181	RETIRE	
	D559AAAC	543	RETIRE	BOTTOM
	D559AAAC	543	RETIRE	TOP
	P2.1	1	RETIRE	
	VC1.11L	1	RETIRE	
	VC1.41L	1	RETIRE	
7	P2.1	1	EXISTING	
	VC5.21L	1	EXISTING	
	45-1	1	EXISTING	
8	50-3	1	EXISTING	
	VC5.31L	1	EXISTING	
	D4/0AAAC	192	RETIRE	
	D559AAAC	576	RETIRE	
	N5.1	1	RETIRE	
	P2.1	1	RETIRE	
	VA5.3	3	RETIRE	
	VC1.11L	1	RETIRE	

Project Costs Drill Information

Magic Valley Electric Cooperative

Project: 50685

FLOODWAY OVERHEAD RETIREMENT

DIRECT LABOR

<u>Occur Date</u>	<u>Hours</u>	<u>Amount</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Pay Date</u>	<u>Vehicle</u>	<u>Numonic</u>	<u>Miles</u>	<u>Eq Hours</u>	<u>Type</u>
Dec 10, 2024	1.5	\$69.32	3609		Dec 10, 2024					R
Feb 12, 2025	1.0	\$37.44	3111		Feb 12, 2025					R
TOTALS:		\$106.76								

RETIREMENT MATERIAL

<u>Cost Code</u>	<u>Inventory #</u>	<u>Inventory Desc</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>CPR #</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
MM	18221611 (J)	CROSSARM, 8 FT. 4-3/4 X 5-3/4	2	\$0.00	Feb 05, 2025	3640043		Feb 28, 2025	R
MM	954103 (J)	ANCHOR, TYPE SS, 3 HELICES, 8" LEAD,	4	\$0.00	Feb 05, 2025	3640003		Feb 28, 2025	R
MM	18222211 (J)	CROSSARM, 10 FT. 4-3/4 X 5-3/4	5	\$0.00	Feb 05, 2025	3640044		Feb 28, 2025	R
MM	34284040 (J)	INSULATOR, DEADEND, POLY 14.4KV	8	\$0.00	Feb 05, 2025	3650076		Feb 28, 2025	R
MM	15334007 (J)	CONDUCTOR, #4/0 AAAC 7 STRAND (ALLIANCE)	1221	\$0.00	Feb 05, 2025	3650055		Feb 28, 2025	R
MM	15334719 (J)	CONDUCTOR, #559.5 AAAC 19 STRAND DARIEN	3666	\$0.00	Feb 05, 2025	3650056		Feb 28, 2025	R
TOTALS:				\$0.00					

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
BE	\$44.36	Dec 31, 2024		Dec 31, 2024	R
BE	\$33.65	Feb 28, 2025		Feb 28, 2025	R
IL	\$16.07	Dec 31, 2024		Dec 31, 2024	R
IL	\$6.09	Feb 28, 2025		Feb 28, 2025	R
MC	\$468.26	Feb 28, 2025		Feb 28, 2025	R

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 50685

FLOODWAY OVERHEAD RETIREMENT

OVERHEAD

<u>Cost Code</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
TR	\$11.45	Dec 31, 2024		Dec 31, 2024	R
TR	\$8.42	Feb 28, 2025		Feb 28, 2025	R
TOTALS:	\$588.30				

AP

<u>Name</u>	<u>Vendor #</u>	<u>Invoice #</u>	<u>Inventory #</u>	<u>Description</u>	<u>Inventory Type</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>Dept #</u>	<u>Activity Id</u>	<u>Type</u>
AXIS POWER LLC	103621	61312HC						Mar 11, 2025			R
TOTALS:							\$6,862.28				

MATERIALS REMOVED FROM PLANT (Not included in totals)

<u>Source</u>	<u>Inventory #</u>	<u>Inventory Desc</u>	<u>Quantity</u>	<u>Amount</u>	<u>Date</u>	<u>CPR #</u>	<u>Dept #</u>	<u>Month End</u>	<u>Type</u>
PROJRET	18221611	CROSSARM, 8 FT. 4-3/4 X 5-3/4	2	\$0.00	Feb 28, 2025	3640043		Feb 28, 2025	R
PROJRET	954103	ANCHOR, TYPE SS, 3 HELICES, 8" LEAD,	4	\$0.00	Feb 28, 2025	3640003		Feb 28, 2025	R
PROJRET	18222211	CROSSARM, 10 FT. 4-3/4 X 5-3/4	5	\$0.00	Feb 28, 2025	3640044		Feb 28, 2025	R
PROJRET	34284040	INSULATOR, DEADEND, POLY 14.4KV	8	\$0.00	Feb 28, 2025	3650076		Feb 28, 2025	R
PROJRET	15334007	CONDUCTOR, #4/0 AAAC 7 STRAND (ALLIANCE)	1221	\$0.00	Feb 28, 2025	3650055		Feb 28, 2025	R
PROJRET	15334719	CONDUCTOR, #559.5 AAAC 19 STRAND DARIEN	3666	\$0.00	Feb 28, 2025	3650056		Feb 28, 2025	R
TOTALS:				\$0.00					

Project Costs Drill Information

Magic Valley Electric  
Cooperative

Project: 50685

FLOODWAY OVERHEAD RETIREMENT

Total Cost Summary

	<u>Construction</u>	<u>Retirement</u>	<u>Total</u>
Direct Labor:	\$0.00	\$106.76	\$106.76
Labor Overheads:	\$0.00	\$100.17	\$100.17
Contractor Labor:	\$0.00	\$0.00	\$0.00
Material:	\$0.00	\$0.00	\$0.00
Material Overheads:	\$0.00	\$468.26	\$468.26
Transportation:	\$0.00	\$19.87	\$19.87
Contributions:	\$0.00	\$0.00	\$0.00
Accounts Payable:	\$0.00	\$6,862.28	\$6,862.28
Manual Journal Entries:	\$0.00	\$0.00	\$0.00
Special Equipment:	\$0.00	\$0.00	\$0.00
Resale Inventory:	\$0.00	-	\$0.00
Construction Closing:	\$0.00	\$0.00	-
Retirement Closing:	\$0.00	\$0.00	-
Interest:	\$0.00	\$0.00	\$0.00
Total Cost:	\$0.00	\$7,557.34	\$7,557.34

## Attachment “B” Accounting Method



### **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.



### **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

HCRMA

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date

Utility



## Attachment “C” Schedule of Work

**Estimated Start Date:** 04/23/2025

**Estimated Duration (days):** 60 Days

**Estimated Completion Date:** 06/22/2025

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “D” Statement Covering Contract Work

(ROW-U-48)  
(ROW-U-48-1, if applicable)

- 1) Plans and specifications the above-referenced adjustments and relocations have previously been provided to the Utility by the Authority.
- 2) If the Authority and the Utility have not entered into a written agreement within 30 days after the Authority provides the plans and specifications , the Authority will send written notice to the Utility by certified mail that the Authority has determined that the adjustment, modification, relocation, or removal of the Utility's facility may be required. The notice will include:
  - (a) a final plan for the adjustment, modification, relocation, or removal of the Utility facility;
  - (b) the Authority's standard utility agreement for the relocation or adjustment of the facility;
  - and
  - (c) a date by which the adjustment, modification, relocation, or removal of the Utility's facility must be complete.
- 3) Ninety days after the utility receives the notice under subsection (c) of this section, the Authority may relocate the facility at the sole cost and expense of the Utility less any reimbursement that would have been payable to the utility under Transportation Code, §203.092, unless the Utility:
  - (a) has executed the agreement;
  - (b) is in the process of negotiating in good faith with the Authority to relocate the facility; or
  - (c) has requested and been granted by the Authority an extension of time in which to sign an agreement.
- 4) The transmission line relocation made the basis of the Standard Utility Agreement between the Utility and the Authority affects construction timelines for 365 Tollway. In light of these construction timelines, the Authority requires certain order and timing of work to avoid impact on construction. A satisfactory timeline shall be included in Attachment “C”.
- 5) If Utility determines that it will require additional ROW beyond the Authority’s existing ROW to complete the transmission line relocation, Utility will provide 30 days written notice to the Authority of its intent to acquire additional ROW. During the 30 day timeframe, the Authority may attempt to acquire the additional ROW for the transmission line relocation.

Initial \_\_\_\_\_ Date \_\_\_\_\_  
HCRMA

Initial \_\_\_\_\_ Date \_\_\_\_\_  
Utility

**Attachment “D”**  
**Statement Covering Contract Work**

(ROW-U-48)  
(ROW-U-48-1, if applicable)

\_\_\_\_\_  
Initial                      Date  
HCRMA

AA                      04/07/2025  
\_\_\_\_\_  
Initial                      Date  
Utility

## Statement of Work

### MVEC - Statement of Work

Magic Valley Electric Cooperative will be converting a double circuit aerial 7.2KV 3-phase 559 AAAC distribution line to underground, approximately 900 feet, in preparation for the HCRMA 365 Toll Road – Cage BLVD overpass.

PI 50685:

- Remove three 50-foot poles with appurtenances and 900 feet of 3-phase #559 AAAC wire.
- Remove eight heavy duty triple-helix anchors for high tension conductor support
- Install eight heavy duty triple-helix anchors for high tension conductor support PI

21678:

- Install six 50-foot poles with appurtenances and 200 feet of 3-phase #599 AAAC wire
- Replace two 55-foot poles with appurtenances PI

21543:

- Obtain Hidalgo County Irrigation District #2 canal crossing permit
- Install two individual runs of six-inch pipes with a total of 1,400 feet via HDD
- Install 4,080 feet of 1000 MCM COPPER TR-XLPE underground cable
- Install eight crossarms and miscellaneous material for four 3-phase primary risers

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

## **Attachment “E”**

### **Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)**

☒ Utility Joint Use Acknowledgment (ROW–U–JUAA)

☐ Utility Installation Review/Permit Number:

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility



**UTILITY JOINT USE  
ACKNOWLEDGEMENT  
REIMBURSABLE UTILITY  
ADJUSTMENT**

Form ROW-U-JUAA  
(Rev. 05/16)  
Page 1 of 2

U-Number: U-0031-010

ROW CSJ: <u>0921-02-368</u>	County: <u>HIDALGO</u>
District: <u>PHARR</u>	Highway: <u>365 TOLL</u>
Federal Project No.: <u>DMO2013(420)</u>	From: <u>FM396 (ANZALDUAS HIGHWAY) at GSA CONNECTOR</u>
Projected Highway Letting Date: <u>SEPT 2021</u>	To: <u>US281 (MILITARY HIGHWAY)</u>

**WHEREAS**, the Hidalgo County Regional Mobility Authority, ("Authority"), proposes to make certain highway improvements on that section of the above-indicated highway; and

**WHEREAS**, the , ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

**NOW, THEREFORE**, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **AUTHORITY** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **AUTHORITY** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **AUTHORITY** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State/Authority** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **AUTHORITY** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

_____ Initial	_____ Date	AA _____ Initial	04/07/2025 _____ Date
AUTH		Utility	

\*UJUAA\*

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

**Participation in actual costs incurred by the Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

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

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

The **Utility** and the **Authority**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

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

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures.

**UTILITY**

**EXECUTION RECOMMENDED:**

Utility: Magic Valley Electric Cooperative  
*Name of Utility*

\_\_\_\_\_  
Director of Right of Way

By: Alfredo Ayala IV  
*Authorized Signature*  
Alfredo Ayala  
*Print or Type Name*

Digitally signed by Alfredo Ayala IV  
Date: 2025.04.07 09:11:52-0500  
Foxit PDF Editor Version: 12.0.0

Title: Central Division Engineering Manager

Date: 04/07/2025

**THE HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY**

Executed and approved for the Hidalgo County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Hidalgo County Regional Mobility Authority.

By: \_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Initial      Date  
AUTH      Utility

AA      04/07/2025  
Initial      Date



## Attachment “F” Eligibility Ratio

Eligibility Ratio established: [ 50 % ] \_

- ☒ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

UTILITY CURRENTLY OCCUPYING PUBLIC EASEMENT (TXDOT ROW) AND  
RELOCATED ONTO NEW PUBLIC EASEMENT (HCRMA), THEREFORE 50%  
COMPENSIBLE AS PER TXDOT  
ROW Utilities Manual

\_\_\_\_\_  
Initial Date  
HCRMA

\_\_\_\_\_  
Initial Date  
Utility

## Attachment “G” Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established:  
(Calculation attached)
- ☐ Forced Betterment  
(Provide supporting documentation)
- ☒ Not Applicable

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

## Attachment “H” Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A **and**

☐ ROW-U-1B

**Or**

☐ ROW-U-1C

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

\_\_\_\_\_  
Initial      Date  
HCRMA

\_\_\_\_\_  
Initial      Date  
Utility

## SUBCHAPTER E. RELOCATION OF UTILITY FACILITIES

Sec. 203.091. DEFINITION. In this subchapter, "utility" includes a publicly, privately, or cooperatively owned utility that provides telephone, telegraph, communications, electric, gas, heating, water, railroad, storm sewer, sanitary sewer, or pipeline service.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 203.092. REIMBURSEMENT FOR RELOCATION OF UTILITY FACILITIES.

(a) A utility shall make a relocation of a utility facility at the expense of this state if relocation of the utility facility is required by improvement of:

(1) a highway in this state established by appropriate authority as part of the National System of Interstate and Defense Highways and the relocation is eligible for federal participation;

(2) any segment of the state highway system and the utility has a compensable property interest in the land occupied by the facility to be relocated; or

(3) a segment of the state highway system that was designated by the commission as a turnpike project or toll project before September 1, 2005.

(a-1) Notwithstanding Subsection (a)(3), the department and the utility shall share equally the cost of the relocation of a utility facility that is required by the improvement of a nontolled highway to add one or more tolled lanes.

(a-2) Notwithstanding Subsection (a)(3), the department and the utility shall share equally the cost of the relocation of a utility facility that is required by the improvement of a nontolled highway that has been converted to a turnpike project or toll project.

(a-3) Notwithstanding Subsection (a)(3), the department and the utility shall share equally the cost of the relocation of a utility facility that is required by the construction on a new location of a turnpike project or toll project or the expansion of such a turnpike project or toll project.

(a-4) Notwithstanding another provision of this section, a utility shall make a relocation of a utility facility required by improvement of the state highway system at the expense of this state if the commission determines that:

(1) the utility is a political subdivision or is owned or operated by a political subdivision;

(2) a financial condition would prevent the utility from being able to pay the cost of relocation in full or in part at the time of relocation or, if paid at that time, the payment would adversely affect the utility's ability to operate or provide essential services to its customers; and

(3) the utility:

(A) would not be able to receive a state infrastructure bank loan under Subchapter D, Chapter 222, to finance the cost of the relocation and is otherwise unable to finance that cost; or

(B) is a political subdivision or is owned or operated by a political subdivision that:

(i) has a population of less than 5,000; and

(ii) is located in a county that has been included in at least five disaster declarations made by the president of the United States in the six-year period preceding the proposed date of the relocation.

(b) By agreement with the utility the department may relocate the utility facility in accordance with this section.

(c) Subsection (a) includes a relocation for an extension of a highway in an urban area.

(d) The cost of relocation includes the entire amount paid by the utility properly attributable to the relocation less:

(1) any increase in the value of the new facility;

(2) the salvage value derived from the old facility; and

(3) any other deduction established by regulations for federal cost participation.

(e) The total amount paid by the department for the relocation of utility facilities under Subsection (a-4) may not exceed \$10 million in any fiscal year.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 876, Sec. 1, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 281 (H.B. 2702), Sec. 2.14, eff. June 14, 2005.

Acts 2007, 80th Leg., R.S., Ch. 121 (S.B. 1209), Sec. 1, eff. May 17, 2007.

Acts 2013, 83rd Leg., R.S., Ch. 1017 (H.B. 2585), Sec. 1, eff. June 14, 2013.

Acts 2019, 86th Leg., R.S., Ch. 268 (S.B. 1512), Sec. 1, eff. May 28, 2019.

Item 4D

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  4D    
  04/15/2025    
  04/22/2025  

1. Agenda Item: **RESOLUTION 2025-29 CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SWG ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT AND A TIME EXTENSION TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IMPROVMENTS AS PER THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and approval of Resolution 2025-29 Contact Amendment No. 2.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:    Yes    No   X   N/A
5. Staff Recommendation: **Resolution 2025-29 – Consideration and Approval of Contract Amendment Number 2 to the Professional Service Agreement with SWG Engineering to increase the maximum payable amount and a time extension to provide construction inspection services for the Hidalgo County Irrigation District No. 2 improvements as per the 365 Tollway Project.**
6. Program Manager's Recommendation:    Approved    Disapproved   X   None
7. Planning Committee's Recommendation:    Approved    Disapproved   X   None
8. Board Attorney's Recommendation:    Approved    Disapproved   X   None
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
10. Chief Development Engineer's Recommendation:    Approved    Disapproved   X   None
11. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
12. Executive Director's Recommendation:   X   Approved    Disapproved    None



**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 2025 – 29**

**CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SWG, INC. TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IMPROVEMENTS AS PART OF THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 22<sup>nd</sup> day of April 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");

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

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

WHEREAS, the Authority requires specialty inspection services to conduct its business with irrigation entities within construction limits of the 365 Tollway Project and provide advice to the Board and staff;

WHEREAS, on April 25, 2024, the Authority received a proposal for such services from SWG Engineering, LLC (the "Engineer"); provide a scope of services to the Authority that includes, but is not limited to, Professional Engineering Services; and,

WHEREAS, on May 28, 2024, the Authority approved Resolution 2024-26 – Consideration and approval of a Professional Services Agreement with SWG, Inc. to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project in the amount of \$50,000.00; and

WHEREAS, the Authority staff has negotiated a contract amendment to Professional Service Agreement with SWG Engineering, LLC in the amount of \$45,000.00 for the review of construction irrigation field crossings, conduct construction reviews; monitor the workmanship and materials incorporated into work; witness verification and sampling and testing when required; and mitigate plans and specifications with irrigation entities, hereto attached as Exhibit A; and,

WHEREAS, on January 24, 2025 the Authority approved Resolution 2025-04 – Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with SWG, Inc. for an increase of \$45,000.00 to the original contract amount of \$50,000.00, revising the maximum amount payable to \$95,000.00 to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-29 – Consideration and approval of Contract Amendment Number 2 to the Professional Service Agreement with SWG, Inc. for an increase of \$45,000.00 to the contract amount of \$95,000.00, revising the maximum amount payable to \$140,000.00 and to provide a time extension to provide construction inspection services for the Hidalgo County Irrigation District Number 2 improvements as part of the 365 Tollway Project.

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

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

Section 2. The Board approves Contract Amendment number 2 to the Professional Service Agreement to SWG Engineering LLC, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 2 to the Professional Service Agreement upon review and approval of HCRMA Legal; and, final acceptance from SWG Engineering, LLC.

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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 22<sup>nd</sup> day of April 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 2 TO THE ASSIGNMENT AND ASSUMPTION OF  
PROFESSIONAL SERVICES AGREEMENT BY AND AMONG THE HIDLAGO COUNTY  
REGIONAL MOBILITY AUTHORITY, AND  
SWG ENGINEERING, LLC

## ATTACHMENT D-2

### CONTRACT AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

**THIS CONTRACT AMENDMENT** is made pursuant to the terms and conditions of “Professional Services Agreement for Professional Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SWG Engineering, LLC. (the Engineer).

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

**Part I:** Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. for Contract Amendment Number 2 scope contained herein.

**Part II:** The maximum amount payable under PSA is increased by \$45,000.00 as shown in Exhibit.

**Part IV:** Contract Amendment No. 2 shall now terminate on September 30, 2025 and a revised Work Schedule will be supplied to document the revised date of work activity.

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

#### THE ENGINEER

\_\_\_\_\_  
(Signature)  
Randy Winston, P.E.  
(Printed Name)  
\_\_\_\_\_  
President  
(Title)  
\_\_\_\_\_  
(Date)

#### THE AUTHORITY

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

#### LIST OF EXHIBITS

Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Parcel Exhibits amended as noted in Exhibit H- 2

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement: June 13, 2024

Owner: Hidalgo County Regional Mobility Authority (HCRMA)

Engineer: Sigler, Winston, Greenwood & Assoc.

Project: Provide Construction Field Crossings, Conduct Construction Reviews; Monitor Workmanship and Materials Incorporated into Work; Witness Verification Sampling and Testing When Required; and Mitigate Plans and Specifications with Irrigation Entities within Construction Limits of a 12.4 Mile Tolloed Facility From FM 396 & GSA Connector to US 281 (Military Highway)

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- X** Modifications of payment to Engineer
- X** Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

RPR Services	(4) hours a day, five (5) days a week Not to exceed September 30, 2025
Total	\$45,000.00

Agreement Summary:

Original agreement amount:	\$ 50,000.00
Net change for prior amendments:	\$ 45,000.00
This amendment amount:	\$ 45,000.00
Adjusted Agreement amount:	\$140,000.00

Change in time for services (days or date, as applicable): Not to Exceed September 30, 2025

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY (HCRMA)


By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ENGINEER:

SIGLER, WINSTON, GREENWOOD & ASSOC.

By:   
Print  
name: Randy Winston, P.E.

Title: President

Date Signed: April 15, 2025