

# 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, JUNE 24, 2025  
TIME: 5:15 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. Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training.

### ADJOURNMENT OF WORKSHOP

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

### PUBLIC COMMENT

#### 1. CHAIRMAN'S REPORT

- A. Western Hidalgo County Loop System Development.

#### 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

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 May 27, 2025 and Workshop held May 30, 2025.
- B. Approval of Project & General Expense Report for the period from May 8, 2025 to June 7, 2025.

- C. Approval of Financial Reports for April 2025 and May 2025.
- D. Resolution 2025-38 - Consideration and approval of Supplemental Number 1 to Work Authorization 17 to the Professional Service Agreement with C&M Associates, Inc. for a no-cost time extension for the Sketch Level Traffic and Revenue study for Sections A, C, E, & F of the Hidalgo County Regional Mobility Authority Loop System.
- E. Resolution 2025-39- Consideration and approval of final reconciliation and close out of the construction contract with MitRes Services, LLC for the Granjeno Wetland Mitigation Site Project.
- F. Resolution 2025-40 – Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with ATSER, LP to add labor rates to the fee schedule.

#### **4. REGULAR AGENDA**

- A. Resolution 2025-33 – Consideration and approval of Work Authorization Number 2 to the Professional Service Agreement with ATSER, LP to provide a levee certification report for the IBWC as part of the 365 Tollway Project.
- B. Resolution 2025-34 – Consideration and approval of Work Authorization Number 3 to the Professional Service Agreement with ATSER, LP to provide irrigation pipe pressure testing as part of the 365 Tollway Project.
- C. Resolution 2025-35 – Consideration and approval of Contract Amendment Number 2 to the Professional Service Agreement with ATSER, LP to increase maximum payable amount for Work Authorization Number 2 and Work Authorization Number 3.
- D. Resolution 2025-41 – Consideration and approval of Work Authorization Number 1 to the Professional Service Agreement with Alliance Geotechnical Group, Inc. to provide drilled shafts testing as part of the 365 Tollway Project.
- E. Resolution 2025-42 – Consideration and approval of Work Authorization Number 1 to the Professional Service Agreement with ECS Southwest, LLP to provide MSE Walls testing as part of the 365 Tollway Project.
- ~~F. Resolution 2025-43 – Consideration and approval of agreement with Magic Valley Electric Cooperative to provide Utility Relocation services for the 365 Tollway Project.~~
- G. Resolution 2025-44 – Consideration and approval of an agreement with AEP Texas, Inc. to provide and install electrical facility for new services for the 365 Tollway Project.
- H. Resolution 2025-45 – Consideration of a request from Pulice Construction, Inc. to advance the Value Engineering Change Proposal saving payments for the 365 Tollway Project.
- I. Resolution 2025-46 – Consideration and approval of Contract Supplemental Agreement Number 4 to the certain contract with Pulice Construction, Inc. for the 365 Tollway Project.
- J. Resolution 2025-47 – Consideration and approval of a Memorandum of Understanding between the County of Hidalgo, City of Mission, City of Peñitas, and the Hidalgo County Regional Mobility Authority for advance project development of Section A of the Hidalgo County Loop System.

#### **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 that certain contract with Pulice Construction Inc. for the 365 Tollway Project.
- F. 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.).
- G. 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.).
- H. 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.).
- I. 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.).
- J. 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.).
- K. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).
- L. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).
- M. 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 18<sup>th</sup> day of June 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>  06/16/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – PRESENTATION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS ANNUAL ETHICS AND COMPLIANCE TRAINING**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Presentation by Blakely Fernandez, Bracewell Law, on Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training
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. Chief Development Engineer's Recommendation:      Approved      Disapproved   X   None
12. Chief Construction Engineer's Recommendation:      Approved      Disapproved   X   None
13. Executive Director's Recommendation:      Approved      Disapproved   X   None

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# Hidalgo County Regional Mobility Authority

Annual Ethics & Compliance Training  
*June 24, 2025*



BRACEWELL

# INTERNAL ETHICS & COMPLIANCE PROGRAM

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## RMAs required to **adopt** and **enforce** an internal ethics and compliance program

- Detect and prevent violations of the law, regulations and ethical standards
  - Enforce compliance with program
  - Institute monitoring and auditing systems
  - Provide periodic training for Board Members and employees
- High level personnel responsible for oversight of compliance
  - Care taken to avoid delegation of compliance to irresponsible parties
  - Communicate compliance standards to employees
  - Periodic ethics training

# INTERNAL ETHICS AND COMPLIANCE PROGRAM

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## ETHICS

- Conduct & behavior
- Public trust
- Avoid the appearance of impropriety

## COMPLIANCE

- Evidence
- Enforcement
- Consult Directly with Executive Director or General Counsel

# OVERVIEW OF DISCUSSION

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## 7 KEY AREAS

1. Conflict of Interest
2. Bribery & Gifts / Honoraria
3. Use of Government Property
4. Nepotism
5. Open Government
6. Public Information & Records Retention
7. Compliance Requirements

STATE LAW

TXDOT RULES

HCRMA POLICIES

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# 1. Conflict of Interest

# 1. CONFLICT OF INTEREST

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## Under State law:

No participation in a vote on a matter involving a **business entity** or **property** in which an official has a **substantial business or property interest** and would receive **economic benefit**

**Thresholds are low:**

**Substantial Business Interest =  
10% voting shares / 10% of total income / \$15,000 in FMV**

**Substantial Property Interest =  
value of \$2,500 or more**

### Responsibility of Official:

1. Don't vote or deliberate
2. Disclose

### Who is an Official?

Authority to vote or make a decision on a proposed agreement

# 1. CONFLICT OF INTEREST (Directors and Employees)

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## RMA RULES

- No acceptance or solicitation of any gift, favor or service that **MIGHT** influence official duties
- No employment, business or professional activity that **MIGHT** require/induce the disclosure of RMA's confidential information
- No employment or compensation that **COULD** impair independence of judgement
- No personal investments (including spouse) that **COULD** create a conflict with the RMA
- No solicitation or acceptance of any benefit for the exercise of official duties
- No performance of official duties in favor of another
- No personal interest in RMA agreement

### RESPONSIBILITY OF OFFICIAL

- No lunches, dinners, trips that would be **perceived** to influence decisions
- No sharing HCRMA confidential information – information not yet public
- No purchase of land in or near projected ROW
- No interest in RMA contracts

# 1. CONFLICT OF INTEREST

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## RMA RULES

### CONSEQUENCE FOR CONFLICTS IS INELIGIBILITY FOR SERVICE

- A person is ineligible to serve on the RMA Board or as Executive Director if that person or his spouse:
  - Is employed by or manages an entity or organization (other than a political subdivision) that is regulated or receives funds from TxDOT, the RMA or the County
  - Directly or indirectly owns or controls more than 10% a business entity or other organization that is regulated by or receives funds from TxDOT, the RMA, or the County
  - Uses or receives a substantial amount of tangible goods, services, or funds from TxDOT, the RMA, or the County; or
  - Is required to register as a lobbyist under Government Code, Chapter 305, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT, the RMA, or the County

### Responsibility of the Official

- Disclose potential conflicts
- If a conflict exists, resign from position

# 1. CONFLICT OF INTEREST

## HCRMA Disclosure Requirements

- Board Ethics and Compliance Certificate
  - Annually
- Conflicts Disclosure Statement - Contracting
  - File within 7 days of becoming aware of interest
  - Applies to immediate family
  - Interest includes employment or business relations with an HCRMA vendor resulting in taxable income
  - Triggered by a contract

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<small>(Instructions for completing and filing this form are provided on the next page.)</small>		
<small>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.</small>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of Local Government Officer		Date Received
<b>2</b> Office Held		
<b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
<b>4</b> Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.		
<b>5</b> 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)		
<b>6</b> <b>AFFIDAVIT</b>  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  AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, 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		

## 2. Bribery & Gifts

# 2. BRIBERY & GIFTS

## Under State law:

Bribery is intentionally or knowingly soliciting, offering, or accepting a **benefit** in exchange **for a decision, opinion, recommendation, vote, or other exercise of official discretion** (2<sup>nd</sup> degree felony)

Benefit	Acceptance	Timing	Influence
<ul style="list-style-type: none"><li>• Any financial gain or advantage</li><li>• Under TxDOT conflict rules, includes working meal</li></ul>	<ul style="list-style-type: none"><li>• In exchange for vote or action</li><li>• From a party interested in a business opportunity or subject to HCRMA jurisdiction</li></ul>	<ul style="list-style-type: none"><li>• An item accepted <i>after</i> the exercise of official action may still be considered bribery</li></ul>	<ul style="list-style-type: none"><li>• Bribery may occur even if the item was not solicited and had no influence over the decision</li></ul>

**Bribery statute applies to “public servants”**

**A person selected or employed as an officer, employee or agent of the government**

## 2. Bribery & Gifts

### Exceptions to the Bribery Statute

*with TxDOT clarifications*

Non Cash Items	Food, Lodging & Transportation	Gift from a Friend, Relative or Business Associate	Payment for Legitimate Consideration
<ul style="list-style-type: none"><li>• <i>Token item distributed generally as anormal means of advertising and that does not exceed an estimated value of \$25</i></li></ul>	<ul style="list-style-type: none"><li>• <i>Reimbursement for food, travel, or lodging to an official event</i></li><li>• <i>Honorarium in the form of a meal served at an official, transportation-related event , such as a conference</i></li></ul>	<ul style="list-style-type: none"><li>• <i>[no TxDOT clarification]</i></li></ul>	<ul style="list-style-type: none"><li>• <i>[no TxDOT clarification]</i></li></ul>

#### **Note:**

*State law exceptions are to criminal liability. Consider other applicable rules and appearance of impropriety.*

# 3. Use of Government Property

### 3. USE OF GOVERNMENT PROPERTY

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- Computers and software (including **email systems**, phones, fax and copy machines, and other equipment owned or leased by HCRMA or provided for HCRMA use should be used only for official HCRMA business)
- Lost or stolen property must be reported immediately

#### Note:

Abuse of Office includes **Misuse of Information**

- Using official information to acquire or assist another acquire a pecuniary interest in any property, transaction, or enterprise.
- Speculating or aiding another to speculate on the basis of official information.
- Disclosing or using the information to obtain a benefit or to harm another.

If with intent to obtain a benefit or with intent to harm or defraud another, a public servant commits intentionally or knowingly misuses government property, he commits an offense (misdemeanor / felony)

## 4. Nepotism

# 4. NEPOTISM

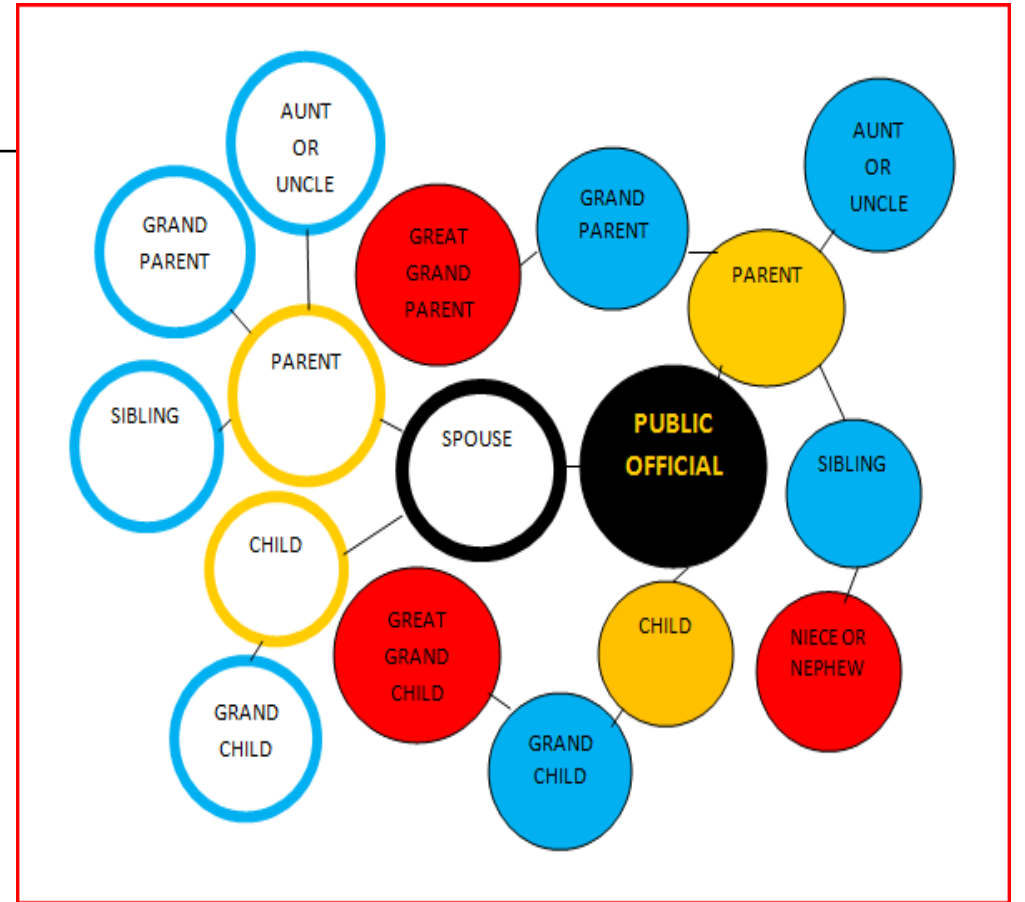
## State Law

- May not appoint or vote for the appointment of an individual to a paid position if the individual is related to the public official within the:
  - 3<sup>rd</sup> degree of consanguinity (filled circles)
  - 2<sup>nd</sup> degree of affinity (outlined circles)
- Prohibition applies to all members of the board (unlike conflict of interest where the affected member abstains)

### RESPONSIBILITY OF OFFICIAL

- Do not hire a relative as Executive Director

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### CIRCLES:

- Solid = by blood/consanguinity;
- Open = by marriage/affinity

### COLOR:

- Yellow = 1<sup>st</sup>; Blue = 2<sup>nd</sup>; Red = 3<sup>rd</sup>

# 5. Open Government

Training required for all elected or appointed officials who participate in meetings subject to the Open Records Act.

Training must be completed within 90 days of taking office.

Video Training is available on-line and a course certificate can be printed upon completion.

89R:

Attorneys who assist with Open Meetings must complete the on-line training within 10 days of their engagement

Attorneys may not charge for the time required to take and complete the training

TEXAS ATTORNEY GENERAL

# Open Meetings Act Training

<https://www.texasattorneygeneral.gov/open-government/governmental-bodies/pia-and-oma-training-resources/open-meetings-act-training>

## 5. OPEN GOVERNMENT

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### OPEN MEETINGS ACT

- Applicability of the Act
- Notice Requirements
- How to Conduct Open Meetings
- When Closed Sessions are Permissible
- Conducting Meetings by Teleconference or Video Conference
- Penalties and Remedies under the Act

# 5. OPEN GOVERNMENT – NOTICE REQUIREMENTS

## OPEN MEETINGS

- All meetings of **governmental bodies** are open
  - Unless the law provides an exception (Executive Session)
  - Meetings may be regular, special, or called meetings
  - Open = Accessible to the Public
    - Within the boundaries of Hidalgo County
    - Accessible to individuals with disabilities
    - Provide for public comment
    - Internet broadcasting of meetings
- All meetings **require public notice**
  - Date, time, place, and subject posting
  - Note: Subject requires enough specificity to be actual notice to the public
  - ~~72 hours notice required~~ **3 BUSINESS DAYS (89R)**
    - Emergency situations require 1 hour notice (notify media directly)
  - **Notice and agenda** provided on website and physically
- Records of meetings must be maintained
- **It is the Board Members' duty to comply with the Open Meetings Act and failure may be a criminal offense**

What if there is a failure to provide proper meeting notice or other violation of the Act?

- **Actions taken are voidable** (any such actions must be ratified at a subsequent meeting)
- Individuals may sue to prevent threatened actions in violation of the Act

## 5. OPEN GOVERNMENT - NOTICE REQUIREMENTS

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### NEW POSTING REQUIREMENTS (89R)

Posting Time:

- 3 Business Days
- On the website

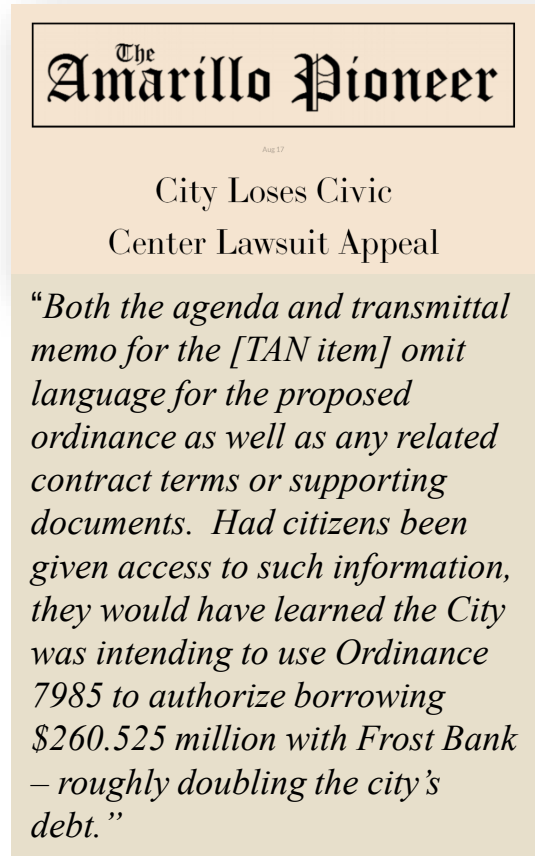
Budget:

- A physical copy of the proposed budget on the homepage of the website

# 5. OPEN GOVERNMENT - NOTICE REQUIREMENTS

## Amarillo Case (2023)

- Texas Open Meetings Act requires every regular, special or called meeting to be open to the public
- Certain matters of “special interest to the public” require the agenda to include more detail than a generalized description of a topic
- With regard to debt,
  - Include purpose and amount
  - Include enough detail to make the structure transparent



89R:

MEETING NOTICE must include an agenda for the meeting that

- Is sufficiently specific to inform the public of each subject to be considered in the open portion of the meeting, including any matter:
  - That is special or unusual, or
  - In which the public may have a particular interest, and
- Describes the subject to be considered in the closed portion of the meeting, if applicable

# 5. OPEN GOVERNMENT – PUBLIC MEETING

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## PUBLIC MEETING

- Quorum (4 board members) + Discussion of HCRMA Business
  - Public Hearing
  - County Workshop
  - Emails / Text Messages
  - Walking Quorums
    - Multiple conversations
    - “Polling” Board Members
- Violation = action is voidable
  - In some circumstances, criminal fine and or jail time

## NOT A PUBLIC MEETING

- Social Setting / Holiday Event / Dinner
- Convention / Symposium
- Ceremonial event
- Press Conference
- Committee Meetings of less than a quorum (and no final action)
- Candidates Forum or Debate

### PROVIDED:

No Discussion of RMA Business  
No formal action is taken

# 5. OPEN GOVERNMENT

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## WALKING QUORUMS

- Open Meetings Act makes it illegal for members of government body to “**knowingly conspire to circumvent [the Act] by meeting in numbers less than a quorum for purposes of secret deliberations in violation of [the Act].**”

A Board Member commits an offense if he:

- (a) **Knowingly** engages in at least one communication among a series of communications that each occur outside of a meeting and that concern an issue within the jurisdiction of the Authority in which the Members engaging in the individual communications constitute fewer than a quorum of the Members, but the sum of all the Members engaging in the series of communications constitute a quorum of the Members, and
- (b) **Knew at the time** the Member engaged in the communication that the series of communications (i) **involved or would involve a quorum**; and (ii) **would constitute a “deliberation”** once a quorum of members engaged in the series of communications.

# 5. OPEN GOVERNMENT

## Exceptions to Open Meetings: Closed Session

### Exceptions to the Open Meetings Requirement

- Consultation with attorney
  - Seek advice on legal matters, like pending litigation or settlement matters or contract negotiations, or in compliance with the Texas Disciplinary Rules of Professional Conduct
  - No discussion of non-legal issues
    - No discussion of policy matters
    - No discussion of merits of a contract
- Real Property
  - To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party
- Security Devices
- Personnel
  - To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
  - To hear a complaint or charge against an officer or employee
- Security Devices or Audits (network security information)
- Cybersecurity (89R)

### Who attends a Closed Meeting?

- All members of the RMA board are permitted
- Attorney, if attorney consultation is exception
- Board's discretion
  - Officers, employees/consultants if necessary to further discussion
  - NOT arm's length parties
- Do not begin until quorum is present

### Must give public notice of Exception

- Post on Agenda
- Identify in the Open Meeting the legal provision authorizing the Closed Session

### Must keep a Record

- **Certified Agenda**
  - Record of presiding officer announcing date and time at both beginning and end of Closed Meeting
  - Includes subjects of all deliberations
  - Certification that the agenda is a true correct record of the Closed meeting
  - Confidential document that must be retained for 2 years
- If closed for Attorney Client Privilege, attorney maintains meeting notes.

**FINAL ACTION must take place in an open meeting**

## 5. OPEN GOVERNMENT

### Responsibility of Official

- It is misdemeanor offense to:
  - Knowingly conspire to circumvent the Act by deliberately meeting with less than a quorum for the purpose of a secret meeting;
  - Participate in a closed session knowing there is no agenda of topics or record taken of the meeting;
  - Knowingly make public the certified agenda or recording of a closed meeting

LUFKIN, Texas (KTRE) - A former Angelina County Judge has been found guilty of violating the open meetings act following his trial.

Don Lymbery, the former Angelina County Judge, was indicted in March 2022 along with two other county authorities in connection with violating the open meeting act. The charge stems from an Aug. 9, 2021, **meeting of the three men in Lymbery's office**. Lymbery denied any wrongdoing, claiming the conversation between the three did not include county business and added that he had to leave his office for an interview shortly after the two commissioners joined him.

On Tuesday, Lymbery was found guilty of the charge by Judge Travis Kitchens in a bench trial and was sentenced to 35 days in the Angelina County jail and a \$350 fine. The jail time and fine were suspended and Lymbery was placed on 90 days probation and required to report monthly and do 35 hours of community service restitution, according to DA Janet Cassels.

Lymbery was acquitted of his 21 other indictments involving class C charges for allegedly participating in executive sessions knowing that a certified agenda or recording was not being kept.

## 6. Public information

### Training Required for:

- Board Member of a Governmental Body
- The Officer for Public Information of a Governmental Body

Training must be completed with 90 days of taking office.

### 89R:

Attorneys who assist with Public Information must complete the on-line training within 10 days of their engagement

Attorneys may not charge for the time required to take and complete the training

TEXAS ATTORNEY GENERAL

# Public Information Act Training

<https://www.texasattorneygeneral.gov/open-government/governmental-bodies/pia-and-oma-training-resources/public-information-act-training>

## 6. PUBLIC INFORMATION

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- Public Information
  - Information collected, assembled, maintained by or for the HCRMA (any format; any device)
    - Information on HCRMA business belongs to the HCRMA, regardless of whether it's on a personal device
  - Certain exceptions apply
    - Agency Memoranda
    - Drafts
    - Attorney Client Communication
    - Real Estate
    - Third Party Proprietary Information
    - Security / Technology / Network Information
    - Fraud detection information (89R)

**The PIA does not distinguish between personal or government issued devices, rather, focuses on the nature of the communication or document.**

## 6. PUBLIC INFORMATION - EXCEPTION

**89R**

**Fraud Detection Information  
may be protected**

- **Information that may reveal the methods or means by which a governmental body prevents, investigates or evaluates fraud)**

- **Risk Assessments**
- **Reports, Data, Protocols**
- **Technology Specifications**
- **Manuals, Instructions**
- **Communications, Notes**

# 6. PUBLIC INFORMATION - SUSPENSION

## Suspension during Catastrophe

- Fire, flood, earthquake, hurricane, tornado, or wind, rain, or snow storm
- Power failure, transportation failure, or interruption of communication facilities
- Epidemic
- Riot, civil disturbance, enemy attack, or other actual or threatened act of lawlessness or violence

NOT a period when staff is required to work remotely

### RULES

- One suspension per catastrophe
- 14 days total
- Must notify the Attorney General
- Must provide posted public notice

### 2023 Legislation

- Greater flexibility in calculating days around holidays
- Provision for “non-business days”
- Government Entities may establish yearly “time limits” per requestor to avoid abuse

## 6. PUBLIC INFORMATION

---

### TEMPORARY CUSTODIAN RESPONSIBILITY

- Any employee who, in the transaction of official business, creates or receives public information
  - Public information maintained on a personal device must be forwarded to the HCRMA's server for preservation

## 6. PUBLIC INFORMATION – RESPONSE (89R)

---

- No Responsive Information
  - Written notice within 10 business days from receipt of request to Requestor
- Responsive Information subject to previous determinations
  - Written notice within 10 business days from receipt of request to Requestor re information to be withheld and provisions instructing withholding the information
- Responsive Information requiring AG determination
  - 10 business days to request determination (with copy to Requestor)

- No Charge for Information Copied
  - Clarification to the request is submitted after the 10<sup>th</sup> business day from receipt of request
  - Attorney General Determination requested without notifying Requestor within the 10-business day period
  - Attorney General directs release of information

## 6. PUBLIC INFORMATION – BOARD MEMBERS (89R)

---

- Board Members, acting in their official capacity, may inspect and/or duplicate public information maintained by the Authority
  - Public Information provided without charge
  - Confidential information may be redacted
    - Attorney-client information may be confidential (unless the privilege applies to the member)
    - Board member may be requested to sign a confidentiality agreement
      - AG may determine validity of confidentiality agreement
      - Determination may be appealed

- Failure to provide requested information
  - Member may file Writ of Mandamus
  - Court may award attorneys fees and expenses

## 6. PUBLIC INFORMATION – FAILURE TO RESPOND (89R)

---

- Written complaint by Requestor to Attorney General
- If Attorney General determines that the governmental body failed to comply with the law
  - Open Records Training Required within 6 months
  - No cost to Requestor for producing information
  - 5 business days to request AG determination on protected information

- No Charge for Information Copied
  - Clarification to the request is submitted after the 10<sup>th</sup> business day from receipt of request
  - Attorney General Determination requested without notifying Requestor within the 10-business day period
  - Attorney General directs release of information

## 6. PUBLIC INFORMATION

---

### Director's Responsibility

- Complete Open Records Training
- Avoid using personal devices and email accounts when conducting HCRMA business
- Forward communications received on a personal account to HCRMA server
- Assume any communication regarding the HCRMA is public
- Notify HCRMA staff immediately of requests for public information
- Do not delete or destroy records
  - Pending PIA request
  - Litigation hold

# 7. Compliance Program

# 7. COMPLIANCE PROGRAM

---

## INTERNAL ETHICS & COMPLIANCE PROGRAM

RMAs required to **adopt** and **enforce** an internal ethics and compliance program

- High level personnel responsible for oversight of program
- Avoid delegation of substantial discretionary authority to individuals who have a propensity to engage in illegal activities
- Effectively communicate to employees and governing board, including periodic training
- Effectively communicate with entity's agents

# 7. COMPLIANCE PROGRAM

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## REASONABLE STEPS TO ACHIEVE COMPLIANCE WITH STANDARDS AND PROCEDURES:

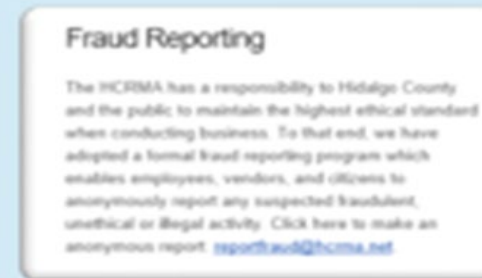
- Using monitoring and auditing systems designed to reasonably detect noncompliance
- Providing and publicizing a systems for the HCRMA's employees and agents to report suspected non-compliance without retaliation

## CONSISTENT ENFORCEMENT OF COMPLIANCE STANDARDS AND PROCEDURES

## EFFORTS TO RESPOND APPROPRIATELY TO DETECTED AND PREVENT OFFENSES

A suspected violation of HCRMA policies, a violation of law, or a breach of fiduciary duty must be immediately reported to the Executive Director or Chairman

### Anonymous website reporting:



## 7. COMPLIANCE PROGRAM

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### **Written Code of Conduct to Address:**

- Record retention
- Fraud
- Equal Opportunity Employment
- Sexual Harassment and Sexual Misconduct
- Conflicts of Interest
- Personal use of HCRMA property
- Gifts and Honoraria

# 7. Compliance Program

---

## HCRMA Annual Certifications to TxDOT

- Ethics and Compliance Program adopted
  - Program is designed to detect and prevent violations of law, regulations, and ethic standards
  - HCRMA enforces compliance
- Program satisfies these requirements:
  - Written manual and employee code of conduct
    - Record retention, fraud, equal opportunity employment, sexual harassment and sexual misconduct, conflicts of interest, personal use of HCRMA property, and gifts and honoraria.
  - High-level personnel are responsible for oversight
  - Compliance standards are communicated to employees and board
  - Compliance standards are communicated to HCRMA's agents
  - Compliance standards are achieved through
    - Monitoring and auditing systems to detect noncompliance
    - Providing and publicizing a mechanism for reporting without fear of retaliation
  - Consistent enforcement through appropriate disciplinary mechanisms
  - Reasonable measures to respond to offenses and prevent future offenses

## 7. COMPLIANCE PROGRAM

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### Training Evidence:

- Open Meetings Training Certificates
- Public Information Act Training Certificates
- **HCRMA Compliance Certificates**
- Public Investment Act Training Certificates
- Staff Project / Billing Training Evidence

### Reports:

- Strategic Plan
- Annual Report
- Financial Reports/Audit
- Investment Reports
- Project Reports
- Toll Entity Financial Report
- Notice of Debt
- Compliance Report
- Disclosure / Gift / Interests
- Post-Issue Compliance Records
- Comptroller Tax / Fee / Debt Report
- Board: Annual Personal Financial Statement
- **Notice of Mailing Address (AG by October 1)**

# ETHICS AND COMPLIANCE HANDBOOK

# ELECTRONIC ETHICS & COMPLIANCE HANDBOOK

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<b>Section A.</b>	<b>Law Governing Regional Mobility Authorities</b>
1.	Chapter 370, Texas Transportation Code
2.	Title 43, Chapter 26, Texas Administrative Code
<b>Section B.</b>	<b>Conflict of Interest</b>
1.	Texas Municipal League Conflict of Interest/Disclosure Laws Applicable to City Officials, Employees and Vendors (2017)
2.	See above, Title 43, Chapter 26, Rule 26.51 (Section A-2)
<b>Section C.</b>	<b>Open Government</b>
1.	Texas Attorney General Handbook – Open Meetings (2024)
2.	Texas Attorney General Handbook – Public Information Act (2024)
<b>Section D.</b>	<b>Ethics for Officials</b>
1.	Texas Ethics Commission Guide to Ethics Laws for State Officers and Employees (2022)
<b>Section E.</b>	<b>HCRMA Operations</b>
1.	Bylaws
2.	Current Strategic Plan
3.	Current Budget (2025)
4.	2024 Audit
5.	TxDOT Audit Results – Prior Years
6.	Travel and Reimbursement Policy
7.	Ethics and Compliance Manual (2020)
8.	Ethics and Compliance Training Presentation (2025)
9.	Board Certificate (2025)
<b>Section F.</b>	<b>TxDOT Employee Conduct Handbook - Example</b>
	TxDOT Employee Conduct Handbook

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD OF DIRECTORS  
2025 CERTIFICATE**

Chapter 370, Texas Transportation Code and Title 43, Rule 26.51 of the Texas Administrative Code establish certain requirements for Hidalgo County Regional Mobility Authority Board Members. Accordingly, I, the undersigned, hereby certify as follows:

1. At the time of my appointment, I did not own an interest in any real property that was known to be necessary for any project included in the Hidalgo County Loop System, or other project included the Authority's strategic plan, and subject to potential acquisition by the Authority.
2. Neither my spouse, if any, nor I:
  - (a) is employed by or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or receives funds from the Texas Department of Transportation ("TxDOT"), the Hidalgo County Regional Mobility Authority (the "Authority"), or Hidalgo County;
  - (b) directly or indirectly owns or controls more than a 10% interest in a business or other organization that is regulated by or receives funds from TxDOT, the Authority, or Hidalgo County;
  - (c) uses or receives a substantial amount of tangible goods, services, or funds from TxDOT, the Authority, or Hidalgo County; or
  - (d) is required to register as a lobbyist under Government Code, Chapter 305, because of any activities for compensation on behalf of a profession related to the operation of TxDOT, the Authority, or Hidalgo County.
3. I am not an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, rail, or aviation, and my spouse, if any, is not an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, rail, or aviation.
4. I have not received funds from TxDOT, the Authority, or Hidalgo County for acquisition of highway right-of-way, except as previously disclosed in writing to the Authority.
5. While serving as a Board Member of the Authority, I agree that I will not:
  - (a) accept or solicit any gift, favor, or service that might reasonably tend to influence me in the discharge of official duties or that I know or should know is being offered with the intent to influence my official conduct;
  - (b) accept employment or engage in a business or professional activity that I might reasonably expect would require or induce me to disclose confidential information acquired by reason of my official position;
  - (c) accept employment or compensation that could reasonably be expected to impair my independence of judgment in the performance of my official duties;

- (d) make personal investments, including any investments of my spouse, if any, that could reasonably be expected to create a conflict between my private interest and the interest of the Authority or that could impair my ability to make independent decisions;
- (e) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised my official powers or performed my official duties in favor of another; or
- (f) have a personal interest in an agreement executed by the Authority.

6. If I should ever have a substantial interest in (either own 10% of, or receive 10% of my income from) a business interest or in real property coming before the Authority, I will file an affidavit with the Authority stating the nature and extent of the interest; and, I shall abstain from further participation in the matter if (a) the matter will have special economic on my business entity, distinguishable from the effect on the public; or, (b) it is reasonable to foresee that an action on the matter will have special economic effect on the value of the real property, distinguishable from its effect on the public.

7. I am qualified to serve as Board Member of the Authority, to wit:

- (a) I am a resident of Texas and Hidalgo County.
- (b) I am not an elected official, TxDOT employee, or employee of any governmental entity located in Hidalgo County.

8. For each year that I serve as a Board Member of the Authority, I agree to file a personal financial statement required of state officers under Subchapter B, Chapter 572, Government Code, with the Texas Ethics Commission.

9. I received the 2025 Hidalgo County Regional Mobility Authority Board of Directors Ethics and Compliance Manual electronically. I acknowledge that a complete copy of the Authority's Ethics & Compliance Handbook is available from the Authority's website and that a hard copy will be provided to me upon request.

10. The Authority's annual ethics and compliance training was provided on June 24, 2025.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Item 1

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  1A    
 6/16/2025   
 6/24/2025 

1. Agenda Item: **CHAIRMAN'S REPORT.**
2. Nature of Request: (Brief Overview) Attachments:    Yes   X   No  
\_\_\_\_\_
3. Policy Implication: \_\_\_\_\_
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:    Approved    Disapproved   X   None
11. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
12. Executive Director's Recommendation:    Approved    Disapproved   X   None

# **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

## **CHAIRMAN'S REPORT**

**Tuesday, June 24, 2025**

- A. Western Hidalgo County Loop System Development.

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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    
06/16/2025  
06/24/2025

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**

**Javier Peña, Director**

**Jose Maria “Joe” Ochoa, Director**

**Roel “Roy” Rodriguez, P.E., 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:

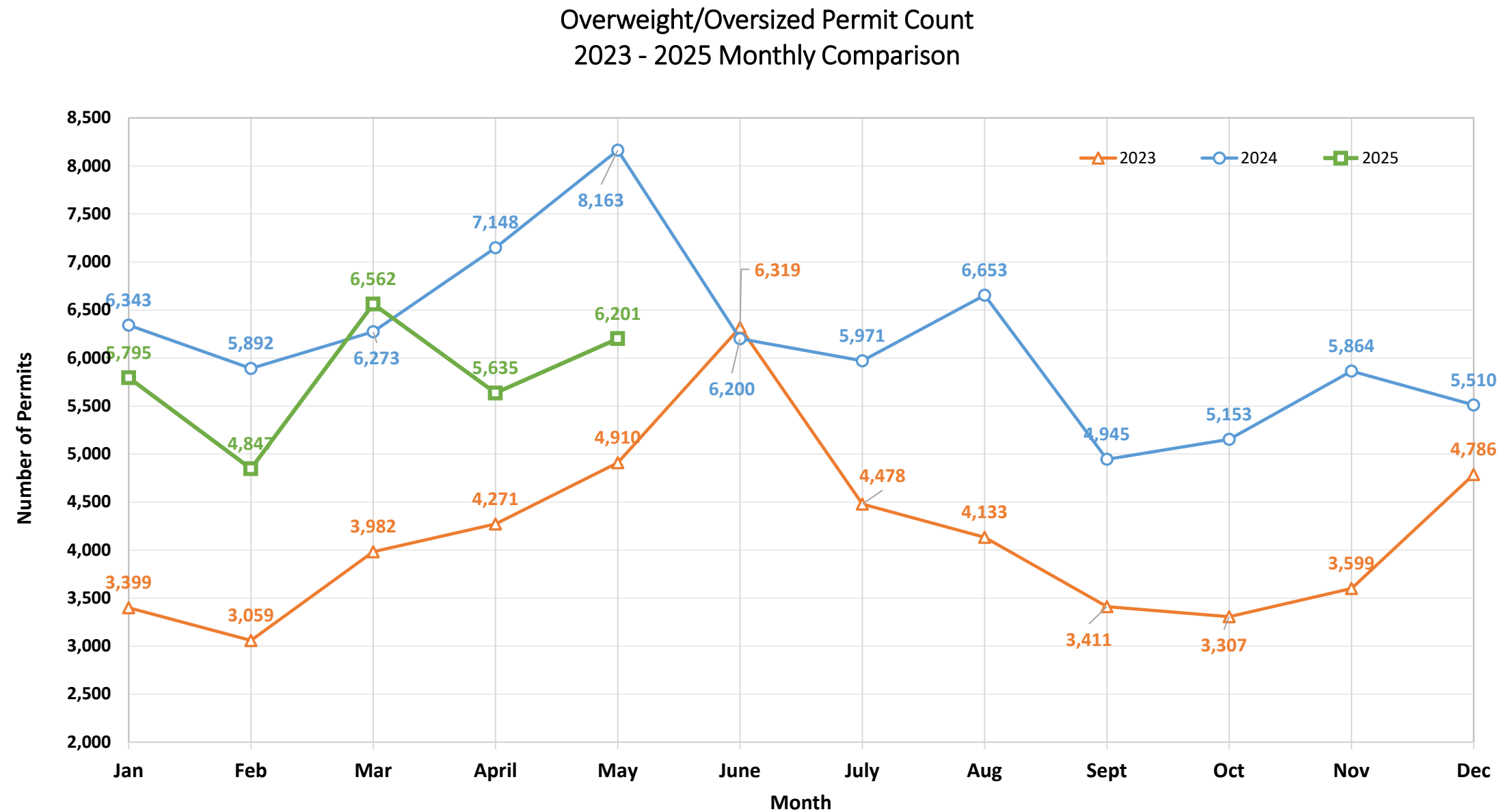
May 1, 2025 – May 31, 2025

<b>Total Permits Issued:</b>	<b>6,201</b>
<b>Total Amount Collected:</b>	<b>\$ 1,263,954</b>
■ <b>Convenience Fees:</b>	<b>\$ 23,754</b>
■ <b>Total Permit Fees:</b>	<b>\$ 1,240,200</b>
– Pro Miles:	\$ 18,603
– TxDOT (On system):	\$ 1,039,598
– Local (Off system):	\$ 14,572
– HCRMA:	\$ 167,427

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



# Latest 3-Years Monthly Comparison



# YEARLY OVERWEIGHT REPORT:

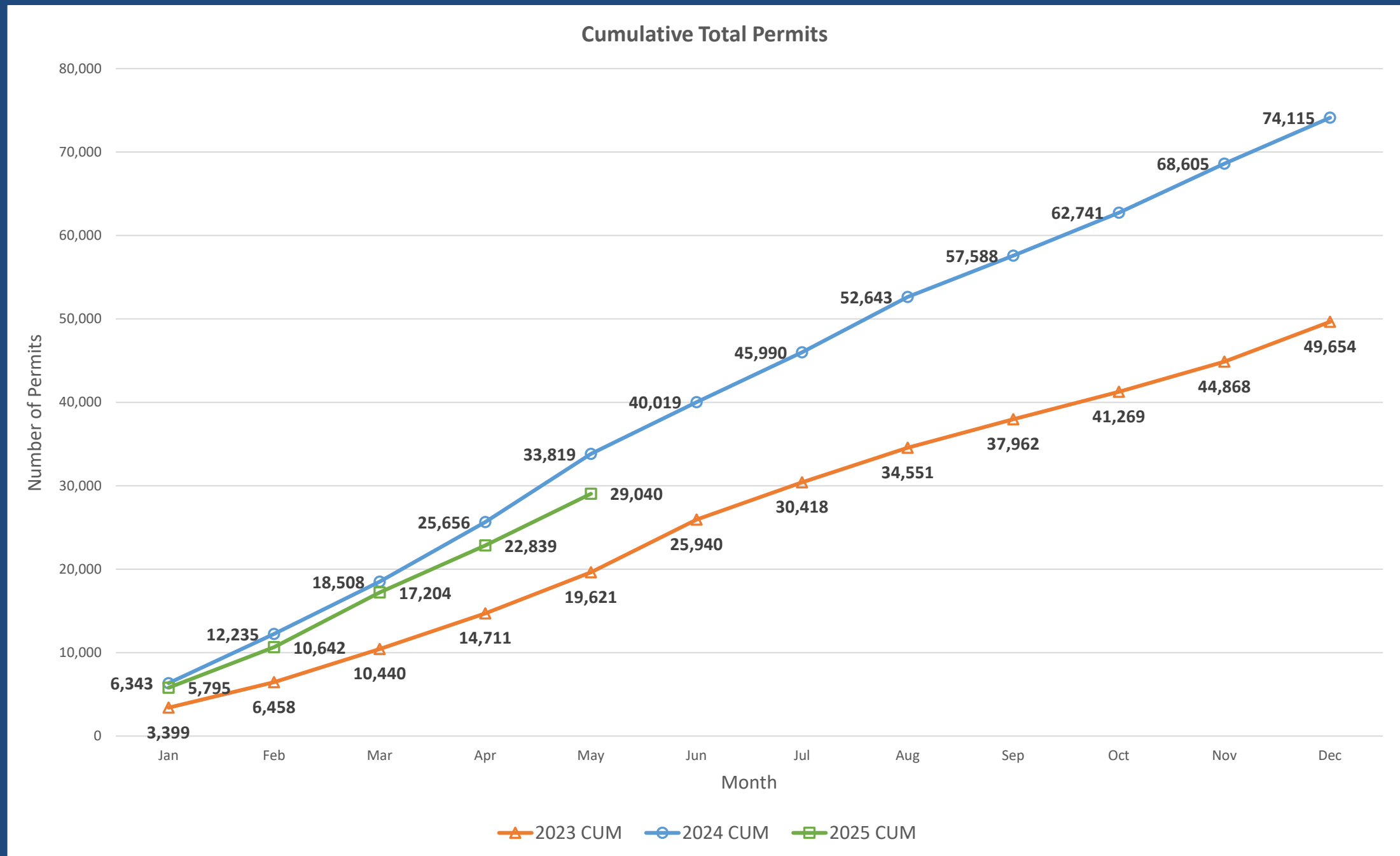
## January 1, 2025 – May 31, 2025

<b>Total Permits Issued:</b>	<b>29,040</b>
<b>Total Amount Collected:</b>	<b>\$ 5,929,302</b>
■ <b>Convenience Fees:</b>	<b>\$ 121,302</b>
■ <b>Total Permit Fees:</b>	<b>\$ 5,808,000</b>
– Pro Miles:	\$ 87,120
– TxDOT (On system):	\$ 4,868,556.00
– Local (Off system):	\$ 68,244.00
– HCRMA:	\$ 784,080

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



# Latest 3-Years Yearly Cumulative Comparison



# ACCUMULATED OVERWEIGHT REPORT:

January 1, 2014 – May 31, 2025

<b>Total Permits Issued:</b>	<b>417,863</b>
<b>Total Amount Collected:</b>	<b>\$ 74,163,862.00</b>
■ <b>Convenience Fees:</b>	<b>\$ 1,477,062.00</b>
■ <b>Total Permit Fees:</b>	<b>\$ 72,686,800.00</b>
– Pro Miles:	\$ 1,227,759.00
– TxDOT (On system):	\$ 61,683,480.00
– Local (Off system):	\$ 100,300.35
– HCRMA:	\$ 9,675,261.00



## DEVELOPMENT UPDATES:

- Environmental Services and Preliminary Engineering RFQ Addendum No. 1 posted on June 13, 2025, and will now receive Proposals until July 3, 2025 at 4:00 PM.



Item 2B

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

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

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

**AGENDA ITEM**  
**DATE SUBMITTED**  
**MEETING DATE**

  2B    
06/19/2025  
06/24/2025

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 JUNE 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**

**Javier Pena, Director**

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

**Michael J. Williamson, Director**

### **HCRMA Administrative Staff**

**Pilar Rodriguez, PE, Executive Director**

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

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

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

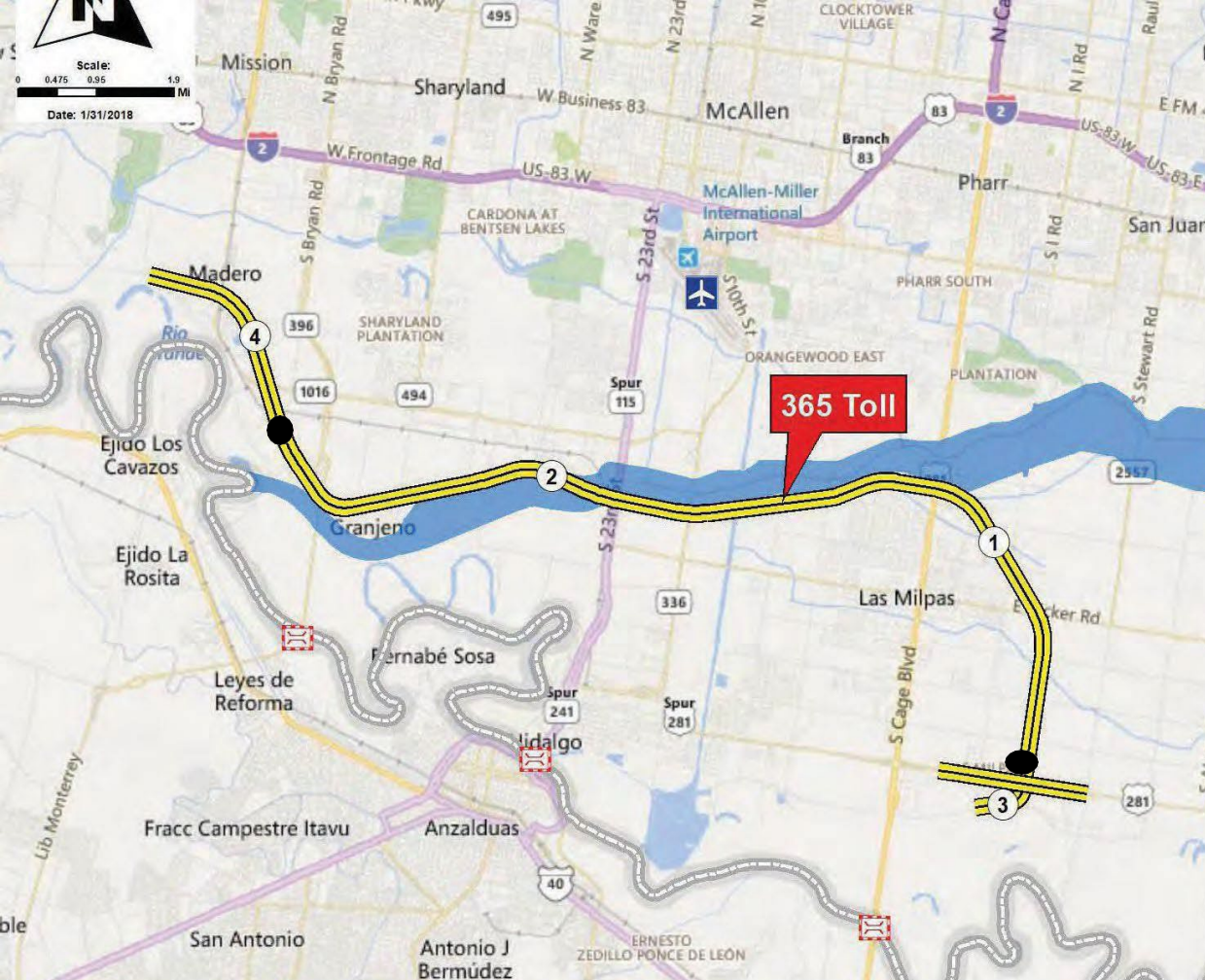
**Jose Castillo, Chief Financial Off.**

**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

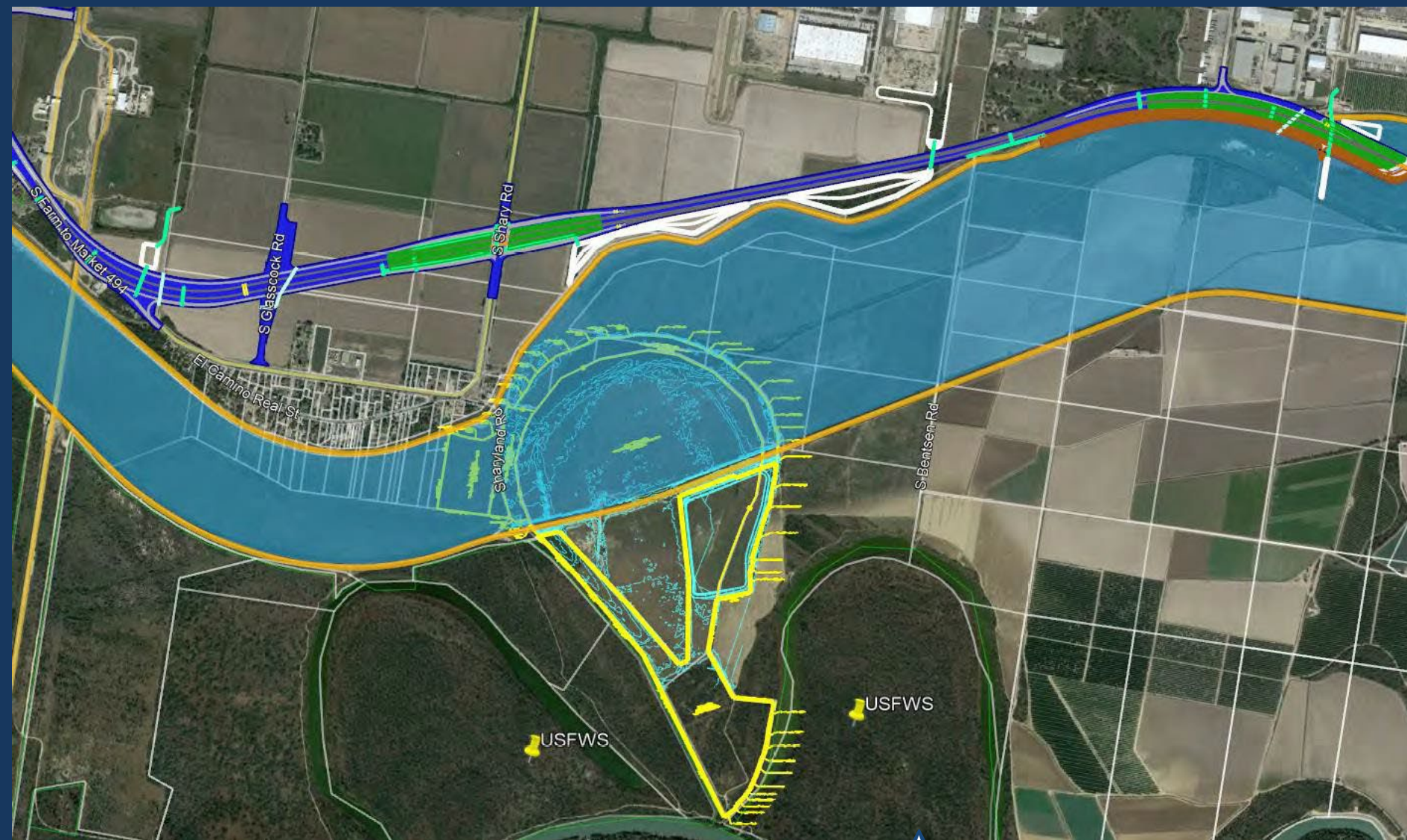


Exhibit 5.01B – Prices Stated in Contractor's Bid Section 00 41 13

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



June 11, 2025

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

SUBJECT: Granjeno Wetland Mitigation Site Project: Final Completion Walk-Through

Dear Mr. Navarro,

This letter serves as formal notice of HOR Engineering, Inc.'s (HOR) summary of the MitRes Services, LLC (MitRes) final walk-through of the Granjeno Wetland Mitigation Site project conducted on June 3, 2025.

**Groundwater Well and Pumping System** - The groundwater well and pumping system is operating within acceptable parameters and able to deliver water to the wetland site. AEP's power delivery system encountered issues that required repairs to their infrastructure. AEP provided the HCRMA team an e-mail documenting these issues. The well completed full development on March 26, 2025, and AEP resolved their power supply on May 21, 2025.

The groundwater well site was observed to be finished with final aggregate, concrete pads, enclosure box with control panel, fence, fence gate, and security pad locks. We have material testing reports from B22 with passing results.

MitRes has provided equipment documentation with manufacturer information (model number, warranty information, etc.). HOR is compiling an operation and maintenance manual for HCRMA's consideration.

**Wetland Area** - The site received an estimated 9 inches of water in a 24-hour period or less due to the rain event on March 26, 2025 - March 27, 2025. This impacted the survivability of some plants on the north side of the site. MitRes purchased additional plants and provided additional seeding to revegetate the site and replace the non-surviving plants on May 29, 2025.

Discharge butterfly valves and water delivery gate valves were observed to operate properly with water flowing during the groundwater well operation.

Sprinklers are recommended to stay in place to improve plant survivability since the project is near the official summer season.

In summary, MitRes has encountered project challenges and worked with the HCRMA to overcome the challenges and complete the Granjeno Wetland Mitigation Site project. HOR recommends that HCRMA consider proceeding with final payment with MitRes.

Sincerely,  
HDR Engineering, Inc.

Samuel Saldivar, Jr, PE  
*Civil Program Leader*

Contractor's Application for Payment				HCRMA				Owner's Project No.: 10334419			
<div>Engineer: Samuel Saldivar Contractor: MitRes Services Project: Granjeño Mitigation Site Contract: Restoration of 23.88 acres of land, including wetland restoration.</div>				Engineer's Project No.: 10334419							
				Contractor's Project No.: 42106							
Original Contract Amount		\$ 5,850,993.87									
Change Order 1		\$ (187,915.96)									
Change Order 2		\$ 47,870.00									
Revised Total		\$ 5,710,947.91									
A	B			C	D	E	F	G	H	I	
Application No.:	Date	Date From	Date To	Total Work Completed and materials stored to date	10% Retainage	Amount eligible to date	Less previous paymets	Amount due this application	Balance to finish including retainage	% of work completed	
001	11/7/2024	9/9/2024	9/30/2024	\$ 209,242.14	\$ 20,924.21	\$ 188,317.94	\$ -	\$ 188,317.93	\$ 5,662,675.94	3.30%	
002	11/7/2024	10/1/2024	10/31/2024	\$ 519,077.04	\$ 51,907.70	\$ 467,169.34	\$ 188,317.93	\$ 278,851.41	\$ 5,383,824.53	4.88%	
003	12/3/2024	11/1/2024	11/30/2024	\$ 1,628,481.67	\$ 162,848.17	\$ 1,465,633.50	\$ 467,169.34	\$ 998,464.16	\$ 4,385,360.37	17.48%	
004	1/16/2025	12/1/2024	12/31/2024	\$ 2,649,205.04	\$ 264,920.50	\$ 2,384,284.54	\$ 1,465,633.50	\$ 918,651.04	\$ 3,326,663.37	16.09%	
005	2/5/2025	1/1/2025	1/31/2025	\$ 4,338,168.72	\$ 433,816.87	\$ 3,904,351.85	\$ 2,384,284.54	\$ 1,520,067.31	\$ 1,806,596.06	26.62%	
006	2/28/2025	2/1/2025	2/28/2025	\$ 5,042,260.82	\$ 504,226.08	\$ 4,538,034.74	\$ 3,904,351.85	\$ 633,682.89	\$ 1,172,913.17	11.10%	
007	3/31/2025	3/1/2025	3/31/2025	\$ 5,369,942.84	\$ 536,994.28	\$ 4,832,948.56	\$ 4,538,034.74	\$ 294,913.82	\$ 877,999.35	5.16%	
008	4/30/2025	4/1/2025	4/30/2025	\$ 5,642,633.68	\$ 564,263.37	\$ 5,078,370.31	\$ 4,832,948.56	\$ 245,421.75	\$ 584,707.59	4.30%	
009	5/31/2025	5/1/2025	5/31/2025	\$ 5,710,902.91	\$ 564,263.37	\$ 5,146,639.54	\$ 5,078,370.31	\$ 632,532.60	\$ 44.99	11.08%	
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TOTALS				\$ 5,710,902.91	\$ 564,263.37	\$ 5,146,639.54	\$ 5,078,370.31	\$ 5,710,902.91	\$ 44.99	99.999%	

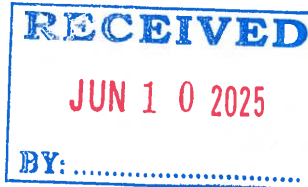


A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

140 E. Tyler St., Suite 400

Longview, TX 75601

(903) 660-7527



INVOICE

DATE: 5/31/2025

Invoice # 13917

Payment Application 9

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

Vendor # 193162

DATE	Description	% Complete	Amount	Amount Due
May 2025	2024-004 Granjeno Wetland Mitigation Site			
<b>Lump Sum</b>				
A-1	Mobilization and Demob	100.00%	4,976.11	
A-2	Well & Pump	100.00%	15,423.12	
A-3	Planting	100.00%	0.00	
A-4	Storm Water Pollution Prevention Plann	100.00%	0.00	
A-5	Clay Quarry	100.00%	0.00	
A-6	6 Inch Pump	100.00%	11,100.00	
A-7	Silt Fence	100.00%	5,950.00	
			<b>Sub Total</b>	<b>\$37,449.23</b>
<b>Unit Price</b>				
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%	0.00	
B-10	Seeding	100.00%	30,820.00	
			<b>Sub Total</b>	<b>\$30,820.00</b>
	<b>Retainage</b>	10.00%	<b>5,642,633.68</b>	<b>\$564,263.37</b>
	<b>Total</b>			<b>\$632,532.60</b>
	<b>Amount Due</b>			<b>\$632,532.60</b>

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:  6/5/2025

**Contractor's Application for Payment**

<b>Owner:</b> <u>HCRMA</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>008</u>	<b>Application Date:</b> <u>6/6/2025</u>
<b>Application Period:</b> <b>From</b> <u>5/1/2025</u> <b>to</b> <u>6/5/2025</u>	

1. Original Contract Price	\$ 5,850,993.87
2. Net change by Change Orders	\$ (140,045.97)
3. Current Contract Price (Line 1 + Line 2)	\$ 5,710,947.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,710,902.91
5. Retainage	
a. <u>10%</u> X <u>\$ 5,642,633.68</u> Work Completed =	\$ 564,263.37
b. <u>        </u> X <u>\$ -</u> Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 564,263.37
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 5,146,639.54
7. Less previous payments (Line 6 from prior application)	\$ 5,078,370.31
8. Amount due this application, including retainage	\$ 632,532.60
9. Balance to finish, less retainage (Line 3 - Line 4)	\$ 44.99

**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> _____

<b>Recommended by Engineer</b> <b>By:</b> <u>Samuel Saldivar, Jr, PE</u>  <b>Title:</b> <u>Civil Program Leader</u> <b>Date:</b> <u>06/10/2025</u>	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
<b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**J&S Water Wells** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeño Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.

**J&S Water Wells**

By:

  
(Signature)

Name:

MONTE D. RICHARDSON  
(Printed or Typed)

Title:

CEO/PRESIDENT  
(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Skyco, LLC** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeno Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.

**Skyco, LLC**

By:

  
(Signature)

Name:

Skyler Schultz  
(Printed or Typed)

Title:

Owner  
(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Novus Electrical Systems, LLC** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeno Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.

EXECUTED this 5<sup>th</sup> day of June, 2025.

**Novus Electrical Systems, LLC**

By:



(Signature)

Name:

Ronald Holland

(Printed or Typed)

Title:

Owner

(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

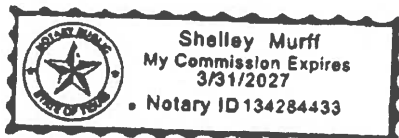
THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Whitaker Plumbing, Inc.** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeño Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.



*Shelley Murff*

**Whitaker Plumbing, Inc.**

By:

*[Signature]*

(Signature)

Name:

*Mark Dawson*

(Printed or Typed)

Title:

*Manager*

(Printed or Typed)


## NOTICE OF ACCEPTABILITY OF WORK

Owner:	Hidalgo County Regional Mobility Authority	Owner's Project No.:	01C602401GC
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10334419
Contractor:	MitRes Services, LLC	Contractor's Project No.:	
Project:	Granjeno Wetland Mitigation Site		
Contract:	Granjeno Wetland Mitigation Site		
Notice Date:	June 10, 2025	Effective Date of the Construction Contract:	Sept. 9, 2024

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of Work Authorization 5 between Owner (Authority) and Engineer (GEC - HDR Engineering, Inc.) for Professional Services dated January 7, 2022. This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):   
Name (printed): Samuel Saldivar, Jr, PE  
Title: Civil Program Leader

## Potential Issues moving forward with the Granjeno Mitigation Site

Hello Mr. Saldivar,

ICF is forwarding you this message to make you aware of potential issues that may impact the future success of the Granjeno Mitigation Site.

1. Please make ICF aware of a designated completion date for the project when it is determined. ICF's follow-up surveys are time sensitive in regard to the completion date per the USACE Permit. The recent heavy rainfall at the site created significant issues for the recently installed seeds and plants to overcome. High water level and a heavy silt load across portions of the site have significantly affected the growth and survival of all plants within the mitigation site. Accomplishing the survivorship survey later will allow the best chance possible for plants to recuperate to allow for positive survivorship results. However, we must make sure that we are generally in compliance with allocated 60-day response window from the completion date.
2. Subsequent to completion of onsite building/construction, ICF will accomplish survivorship surveys and vegetational coverage surveys. Failure to reach listed milestones (*50% survival of trees/shrubs sixty days after completion and at least 70% cover by desirable wetland species by end of the first growing season*) will require some level of replanting to correct the situation.
3. Removal of the PVC sprinkler system should be considered with input from Valley Land Fund. Their interest/ability to utilize and maintain the sprinkler system in the event of a failure of the water well or pipe system is crucial to the future usefulness of the system. Technically these materials would become a permanent fill in a wetland which could be called out by the USACE as not permitted since they were never in the original conceptual plans permitted.
4. While we are confident that the overflow weir/drainage pipe for the wetland site as designed was predicated on the idea that any water above the set design level would flow away from the sites; not backup and increase in depth due to failure to drain from the property. This could cause complete reversion to open water pond without any wetland vegetation or limited to just trees (not what was permitted and not of sufficient functional value to meet the permit mitigation credit objective in the permit. We strongly recommend that a permanent drainage solution be developed to assure the long-term success of the project and maintain the viability of the permit. Failing that, at least consider creation of a temporary drainage or pump system in the event of another downpour onsite resulting in

extended flooded conditions. Pumping of water by MitRes from the depression created by excavation for the clay liner material allowed for the water level within the wetland depression to lower at a rate faster than would have been possible without pumping and may have significantly aided the survival of many plants. Without a system to move water offsite after future iterations of this event, establishment/survival of the wetland may not be possible, and replanting may become necessary. Again, having a system in place to allow drainage or to remove excessively high water could be critical to prevent future long-term flooding which will significantly affect onsite vegetation survival and potentially require replanting.

5. An uninterrupted water supply is necessary for the future success of the site and is dictated by the USACE permit. Use of water for the Granjeno mitigation site should not be subservient to the needs of other parties.
6. Please forward a copy of the as-built survey of the Granjeno Mitigation site when possible as this will need to be included with the survivorship survey results. Thanks!

Please contact me, Doug Hagemeier, or Jill Noel with any questions.

Thanks,  
Clay V. Fischer



Clay V. Fischer, Senior Biologist, **CWB, PWS**

Blanton & Associates, now proudly part of ICF

Note new email: [Clay.Fischer@icf.com](mailto:Clay.Fischer@icf.com)

+1.512.592.8591

[icf.com](http://icf.com) | [LinkedIn](#)





## **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

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-0018	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%
365TCS-INV-0022	5/1/2025	Milestone Draw Request	\$ 484,299.12	\$ (15,891.91)	\$ 468,407.21	5.28%
365TCS-INV-0023	6/1/2025	Milestone Draw Request	\$ 1,031,888.71	\$ (98,175.96)	\$ 933,712.75	10.52%
Totals			\$ 3,911,769.35	\$ (353,626.03)	\$ 3,558,143.32	40.10%

SICE INC. - MAINT. PHASE

Contract Amount \$5,751,746.00

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

Construction Phase		
Schedule A	Implementation Services	\$ 1,800,727.92
Schedule B	Hardware	\$ 1,228,809.45
Schedule C	Software	\$ 203,430.08
Schedule E	Performance Bond & Pay Bond	\$ 142,000.00
Change Order CO	Change Order Progress	\$ 161,292.80
		\$ 3,536,260.25

SCH	Name	
MOH	Material on Hand	\$ 375,509.10
		\$ 375,509.10

Maintenance Phase		
Schedule D	Maintenance	\$ -
		\$ -

Total Billed	\$ 3,911,769.35
Less Retainage	\$ (353,626.03)
Total Paid	\$ 3,558,143.32

Amount Paid		
Construction Phase	\$	3,536,260.25
Material On Hand	\$	375,509.10
Maintenance	\$	-
Less Retainage	\$	(353,626.03)
<b>Total Amount Paid</b>	<b>\$</b>	<b>3,558,143.32</b>

Construction Phase		
Amount Billed	\$	3,911,769.35
Less Retainage	\$	<u>(353,626.03)</u>
Amount Paid	\$	3,558,143.32

Total Contract Amt: Const. Phase	\$8,874,094.17
Remaining Bal Const. Phase	\$5,315,950.85

Maintenance Phase		
Amount Billed	\$	-
Less Retainage	\$	-
Amount Paid	\$	-
Total Contract Amt: Maint. Phase	\$	5,751,746.00

Total Remaining Balance	
Construction/Maintenance Phase:	\$11,067,696.85

## Toll Integration Project



# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## PLANS OF PROPOSED ROADWAY IMPROVEMENT

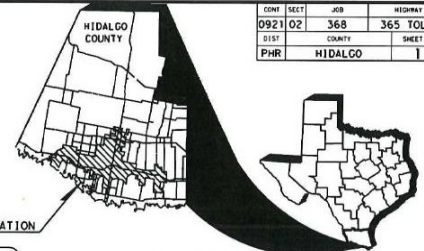
FEDERAL AID PROJECT NO. DMO 2013 (420)

**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)



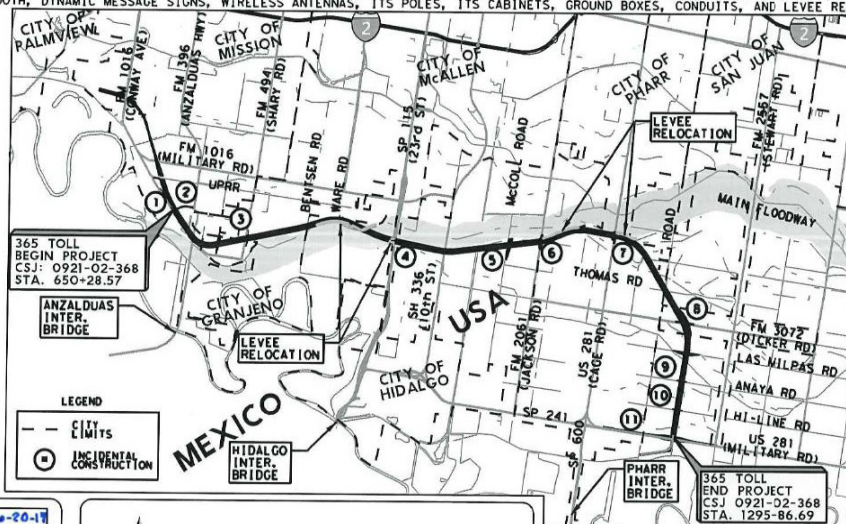
PROJECT LOCATION

FINAL PLAN DATA:

FINAL CONTRACT PRICE:  
CONTRACTOR'S NAME:  
CONTRACTOR'S 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

MEXICO  
HIDALGO INTER. BRIDGE

USA  
HIDALGO INTER. BRIDGE

ROADWAY OF INCIDENTAL CONSTRUCTION	BEGIN INCIDENTAL CONSTRUCTION	END INCIDENTAL CONSTRUCTION
1 365 TOLL EB FRYG 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 RD	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 1358+00

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

### PROJECT DATA

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

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TOLR 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).



PROGRAM MANAGEMENT CONSULTANT  
**DANNENBAUM**  
ENGINEERING CORPORATION  
T.B.P.E. FIRM REGISTRATION #392  
1108 MCALLEN, TEXAS 78501-0001, TX (956) 683-3677

L&G Engineering  
Highway / Civil  
Structural / Bridge  
Environmental  
Form 101, 11-14-2010  
101 S. Street Rd, Suite 101  
Pharr, TX 78577  
(956) 683-3677

**S&B**  
S&B INFRASTRUCTURE, LTD.  
TEXAS BOARD OF PROFESSIONAL ENGINEERS # 7-1892

CRDSI INFRASTRUCTURE GROUP  
Consulting Engineers  
101 S. Street Rd, Suite 101  
Pharr, TX 78577  
(956) 683-3677

LOCAL ENTITIES

HIDALGO COUNTY CONCURRENCE:	DATE:
NAME:	TITLE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CONCURRENCE:	DATE:
NAME:	TITLE:
CITY OF MISSION CONCURRENCE:	DATE:
NAME:	TITLE:
CITY OF GRANJENO CONCURRENCE:	DATE:
NAME:	TITLE:
CITY OF MCALLEN CONCURRENCE:	DATE:
NAME:	TITLE:
CITY OF PHARR CONCURRENCE:	DATE:
NAME:	TITLE:
CITY OF SAN JUAN CONCURRENCE:	DATE:
NAME:	TITLE:
I.B.W.C. CONCURRENCE:	DATE:
NAME:	TITLE:
MCID NO. 2 IRRIGATION DISTRICT CONCURRENCE:	DATE:
NAME:	TITLE:
MCID NO. 19 IRRIGATION DISTRICT CONCURRENCE:	DATE:
NAME:	TITLE:
M.C.W.C. & J. D. NO. 3 CONCURRENCE:	DATE:
NAME:	TITLE:

APPROVED FOR LETTING:	APPROVED FOR LETTING:
HCRMA, CHAIRMAN	HCRMA, EXECUTIVE DIRECTOR
APPROVED FOR LETTING:	APPROVED FOR LETTING:
HCRMA, CHIEF CONSTRUCTION ENGINEER	HCRMA, CHIEF DEVELOPMENT ENGINEER
APPROVED FOR LETTING:	SUBMITTED FOR LETTING:
TxDOT, DISTRICT ENGINEER	DANNENBAUM ENGINEERING, PROGRAM MANAGER
SUBMITTED FOR LETTING:	SUBMITTED FOR LETTING:
L&G ENGINEERING, PROJECT MANAGER	S&B INFRASTRUCTURE, PROJECT MANAGER
SUBMITTED FOR LETTING:	
TEDSI INFRASTRUCTURE GROUP, PROJECT MANAGER	

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

## AEP Transmission

ZONE 1 [STA 894+70] OCTOBER 31, 2025



ZONE 2 : [STA 1272+80] AUGUST 21, 2025



ZONE 3:[STA1046+50] July 15, 2025



RE: ROW Needed for HCRMA Pole Relocation Shoo Fly Plan - MP0004410

From Alex H Perkins <ahperkins@aep.com>

Date: Thu 5/15/2025 1:41 PM

To: Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>

Cc: Pilar Rodriguez, PE <prodriguez@hcrma.net>

Ramon,

I wish I could give you a firm schedule for this work but at this point it's still unclear. The best I can give you is an estimation for each zone.

Zone 1 [STA 894+70]: This one will have to be relocated after the moratorium. There are no workarounds for this one other than hiring a hot work crew, but that would be quite costly. Especially since they would have to mobilize just to relocate the one pole.

Zone 2 [STA 1272+80]: Following the shoo fly plan, this one should get done sometime in August, pending the landowner permissions which they are currently working on gathering.

Zone 3 [STA 1046+50] Levee Crossing: Assuming this new plan without the shoo fly works, we can be 100% done with this Zone by the end of July. If we end up having to back track and proceed with the shoo fly plan on this zone for whatever reason, it will likely get done sometime in August, depending on whether or not ERCOT will grant us overnight outages to tie in the new conductor.

I apologize that this is all I can give you at this time. Please know that my team and I are doing our best to get this done as quickly as possible. Feel free to follow up if you have any other questions sir.

Thanks,

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

ZONE 3:[STA1046+50] July 15, 2025



San Juan Main Canal Bridge STA 956+00



# Jackson Bridge STA 1015+00



US281(CAGE) Bridge STA 1086+50





Dicker Road Bridge [STA1192+50]





**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#:20.205  
**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:** 58.384  
**% Complete Paid Authorized Amount:** 64.815

**Payment History:**

Payment Number	Pay Period Start	Pay Period End	Payment Amount	Payment To Date	Payment Status	Monthly Production %	Cummulative %
38	5/1/2025	5/31/2025	\$3,864,124.73	\$178,588,101.06	PENDING	1.45	66.99
37	4/1/2025	4/30/2025	\$1,945,776.17	\$174,723,976.33	Paid	0.73	65.55
36	3/1/2025	3/31/2025	\$5,405,968.53	\$172,778,200.16	Paid	2.03	64.82
35	2/1/2025	2/28/2025	\$6,298,109.35	\$167,372,231.63	Paid	2.36	62.79
34	12/29/2024	1/31/2025	\$5,697,310.43	\$161,074,122.28	Paid	2.14	60.42
33	12/1/2024	12/28/2024	\$5,656,543.46	\$155,376,811.85	Paid	2.12	58.29
32	10/16/2024	11/30/2024	\$8,822,222.41	\$149,720,268.39	Paid	3.31	56.17
31	9/16/2024	10/15/2024	\$3,169,850.18	\$140,898,045.98	Paid	1.19	52.86
30	8/16/2024	9/15/2024	\$3,999,289.82	\$137,728,195.80	Paid	1.5	51.67
29	7/16/2024	8/15/2024	\$5,786,638.29	\$133,728,905.98	Paid	2.17	50.17
28	6/16/2024	7/15/2024	\$2,006,402.82	\$127,942,267.69	Paid	0.75	48
27	5/16/2024	6/15/2024	\$3,637,006.93	\$125,935,864.87	Paid	1.36	47.24
26	4/16/2024	5/15/2024	\$2,271,351.76	\$122,298,857.94	Paid	0.85	45.88
25	3/16/2024	4/15/2024	\$5,798,909.13	\$120,027,506.18	Paid	2.18	45.03
24	2/16/2024	3/15/2024	\$2,969,884.58	\$114,228,597.05	Paid	1.11	42.85
23	1/16/2024	2/15/2024	\$4,352,674.67	\$111,258,712.47	Paid	1.63	41.74
22	12/16/2023	1/15/2024	\$3,798,704.58	\$106,906,037.80	Paid	1.43	40.1
21	11/16/2023	12/15/2023	\$7,678,808.97	\$103,107,333.22	Paid	2.88	38.68
20	10/16/2023	11/15/2023	\$6,172,155.46	\$95,428,524.25	Paid	2.32	35.8
19	9/16/2023	10/15/2023	\$5,115,697.33	\$89,256,368.79	Paid	1.92	33.48
18	8/16/2023	9/15/2023	\$7,157,089.08	\$84,140,671.46	Paid	2.68	31.56
17	7/16/2023	8/15/2023	\$5,532,158.94	\$76,983,582.38	Paid	2.08	28.88
16	6/16/2023	7/15/2023	\$2,803,225.26	\$71,451,423.44	Paid	1.05	26.8
15	5/16/2023	6/15/2023	\$2,402,150.75	\$68,648,198.18	Paid	0.9	25.75
14	4/16/2023	5/15/2023	\$1,672,812.23	\$66,246,047.43	Paid	0.63	24.85
13	3/16/2023	4/15/2023	\$2,302,505.87	\$64,573,235.20	Paid	0.86	24.22
12	2/16/2023	3/15/2023	\$1,571,621.63	\$62,270,729.33	Paid	0.59	23.36
11	1/16/2023	2/15/2023	\$1,519,297.77	\$60,699,107.70	Paid	0.57	22.77
10	12/16/2022	1/15/2023	\$943,705.68	\$59,179,809.93	Paid	0.35	22.2
9	11/15/2022	12/15/2022	\$8,892,613.75	\$58,236,104.25	Paid	3.34	21.85
8	10/15/2022	11/14/2022	\$4,085,602.35	\$49,343,490.50	Paid	1.53	18.51
7	9/16/2022	10/14/2022	\$1,427,873.36	\$45,257,888.15	Paid	0.54	16.98
6	8/19/2022	9/15/2022	\$657,136.92	\$43,830,014.79	Paid	0.25	16.44
5	7/20/2022	8/18/2022	\$378,458.17	\$43,172,877.87	Paid	0.14	16.2
4	6/21/2022	7/19/2022	\$2,793,575.17	\$42,794,419.70	Paid	1.05	16.05
3	6/1/2022	6/20/2022	\$2,336,832.39	\$40,000,844.53	Paid	0.88	15.01
2	5/1/2022	5/31/2022	\$14,029,200.82	\$37,664,012.14	Paid	5.26	14.13
1	2/15/2022	4/30/2022	\$23,634,811.32	\$23,634,811.32	Paid	8.87	8.87
<b>Total:</b>			<b>\$178,588,101.06</b>				

**MOH:**  
**PAID** \$49,395,124.20  
**RECOVERED** \$25,193,891.40  
**REMAINING** \$24,201,232.80

## General Information

### Project

Work Type  
Heavy Highway

### Location



Texas Parks & Wildlife, CONANP, Esri, Tom... Powered by Esri

Coordinates  
26.14052384945899, -98.24062242016183

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

Esri Integration  
On

### Management

Prime Contractor  
POLICE CONSTRUCTION, INC.

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

Managing Office  
HCRMA Construction Department

Created By  
Sergio Mandujano

Awarded Amount  
\$295,932,420.25



Authorized Amount  
\$266,570,018.78



Approved Changes  
-\$29,362,401.47



### Description

GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368  
ALN#:20.205

### Amount Paid

Amount paid so far  
\$174,723,976.33

59%

of your  
Awarded  
\$295,932,420.25

66%

of your  
Authorized  
\$266,570,018.78

100%

of your  
Approved Payments  
\$174,723,976.33

### 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: 1190 Days

Time Remaining: 74 Days

94%

Amount Posted: \$154,428,573.97

Awarded Amount: \$295,932,420.25

52%

Amount Posted: \$154,428,573.97

Authorized Amount: \$266,570,018.78

58%

Total Retainage  
\$0.00

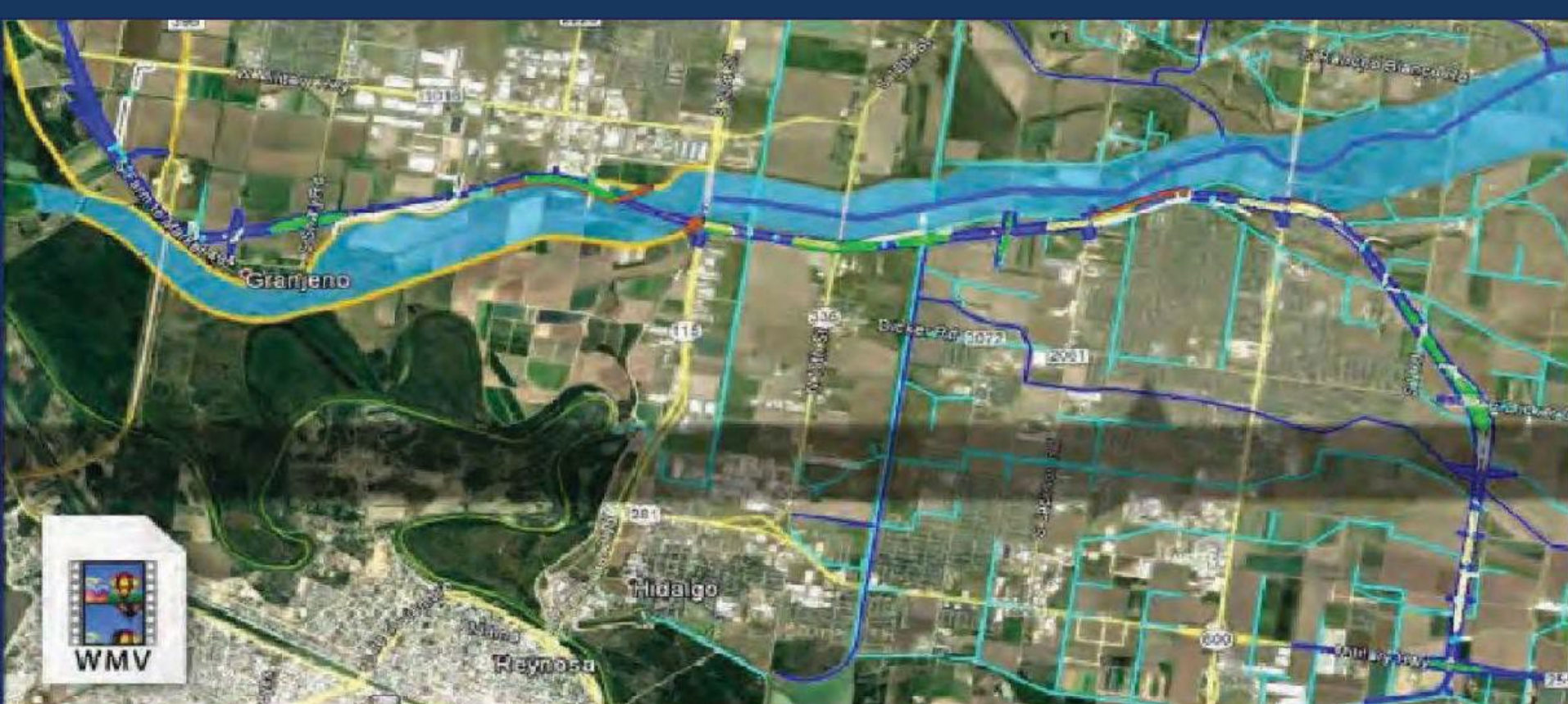


Retainage Released  
\$0.00



Liquidated Damages  
\$0.00





**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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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>  6/16/2025  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  6/16/2025  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD MAY 27, 2025 AND THE WORKSHOP HELD MAY 30, 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 May 27, 2025 and the Workshop held May 30, 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 May 27, 2025 and the Workshop held May 30, 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, May 27, 2025, at 5:30 pm at the Hidalgo County Regional Mobility Authority, Large Conference Room, 203 W. Newcombe Ave., Pharr, TX 78577, with the following participating:

Board Members:	Robert L. Lozano, Chairman Ezequiel Reyna, Vice-Chairman Juan Carlos Del Ángel, Secretary/Treasurer Jose Maria “Joe” Ochoa, Director Roel “Roy” Rodriguez, P.E., Director Michael Williamson, (teleconference)
Staff:	Pilar Rodriguez, Executive Director Jose Castillo, Chief Financial Officer Ramon Navarro, Chief Construction Engineer Ruben Alfaro, Development Engineer Maria Alaniz, Program Coordinator Ivonne Rodriguez, Program Coordinator Blakely Fernandez, Bracewell LLP, Legal Counsel Richard Cantu, Law Office of Richard Cantu, 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 5:30 p.m.

**PUBLIC COMMENT**

*No Comments*

**1. CHAIRMAN’S REPORT**

- A. Western Hidalgo County Loop System Development.
- B. Report on joint Workshop with the Hidalgo County Commissioners Court.
- C. Report on Workshop with the RGVMPD Staff.

## 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 Carlos Del Angel, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for the Regular Board Meeting held April 22, 2025.  
*Approved the Minutes for the Regular Board Meeting held April 22, 2025.*
- B. Approval of Project & General Expense Report for the period from April 5, 2025, to May 7, 2025.  
*Approved the Project & General Expense Report for the period from April 5, 2025, to May 7, 2025.*
- C. Approval of Financial Reports for March 2025.  
*Approved the Financial Reports for March 2025.*
- D. Resolution 2025-36 – Consideration and approval of Amendment to the 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.  
*Approved Resolution 2025-36 – Consideration and approval of Amendment to the 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.*

## 4. REGULAR AGENDA

- A. Resolution 2025-30 –Consideration and approval of an extension to an existing route for the Hidalgo County Overweight and Oversized vehicle corridor.  
***Motion by Joe Ochoa, with a second by Carlos Del Angel to approve Resolution 2025-30 –Consideration and approval of an extension to an existing route for the Hidalgo County Overweight and Oversized vehicle corridor. Motion carried unanimously.***
- B. Resolution 2025-31 – Consideration and approval of Supplemental Number 5 to Work Authorization Number 8 to Professional Service Agreement with HDR Engineering, Inc. for Construction Management Services for the 365 Tollway Project.  
***Motion by Ezequiel Reyna, with a second by Carlos Del Angel to approve Resolution 2025-31 – Consideration and approval of Supplemental Number 5 to Work Authorization Number 8 to Professional Service Agreement with HDR Engineering, Inc. for Construction Management Services for the 365 Tollway Project in the amount of \$13,375.41. Motion carried unanimously.***

- C. Resolution 2025-32 – Consideration and approval of Contract Amendment Number 14 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Supplemental Number 5 to Work Authorization Number 8.

***Motion by Carlos Del Angel, with a second by Roel “Roy” Rodriguez to approve Resolution 2025-32 – Consideration and approval of Contract Amendment Number 14 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum amount payable to \$7,061,441.42 for Supplemental Number 5 to Work Authorization Number 8. Motion carried unanimously.***

- D. Resolution 2025-33 – Consideration and approval of Work Authorization Number 2 to the Professional Service Agreement with Atser, LP to provide a levee certification report for the IBWC as part of the 365 Tollway Project.

***No Action Taken.***

- E. Resolution 2025-34 – Consideration and approval of Work Authorization Number 3 to the Professional Service Agreement with Atser, LP to provide irrigation pipe pressure testing as part of the 365 Tollway Project.

***No Action Taken.***

- F. Resolution 2025-35 – Consideration and approval of Contract Amendment Number 1 to the Professional Service Agreement with Atser, LP for revised hourly rates and to increase maximum payable amount for Work Authorization Number 2 and Work Authorization Number 3.

***No Action Taken.***

- G. Resolution 2025-37 – Consideration and approval of Change Order Number 2 to the contract with Mitres Services, LLC for the Granjeno Wetland Mitigation Site project.

***Motion by Joe Ochoa, with a second by Ezequiel Reyna to approve Resolution 2025-37 – Consideration and approval of Change Order Number 2 to the contract with Mitres Services, LLC for the Granjeno Wetland Mitigation Site project for an increase of \$47,870.00 revising the maximum payable amount to \$5,710,947.91. 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)**

**Motion by Ezequiel Reyna, with a second by Carlos Del Angel, to enter into Executive Session to consult with board Attorney (Attorneys) on legal issues pertaining to Item 6A, 6B, 6C, and 6D under Section 551.074 of the Texas Government Code at 7:01 p.m. Motion carried unanimously.**

- 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 a Memorandum of Understanding between the Hidalgo County Regional Mobility Authority and Hidalgo County for Section “A” West (Section 551.071 T.G.C.).

***No Action taken.***

- 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.).  
**No Action taken.**
- 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.).  
**No Action taken.**
- E. Consultation with Attorney on legal issues pertaining to a request for contract time extension, additional compensation and advancement of VECP savings payments to that certain contract with Pulice Construction Inc. for the 365 Tollway Project (Section 551.071 T.G.C.).  
**No Action taken.**
- 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.).  
**No Action taken.**
- 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.).  
**No Action taken.**
- 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.).  
**No Action taken.**
- 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.).  
**No Action taken.**
- J. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).  
**No Action taken.**

**Motion by Ezequiel Reyna, with a second by Joe Ochoa, to convene the regular board meeting at 8:15 p.m.  
Motion carried unanimously.**

## ADJOURNMENT

*There being no other business to come before the Board of Directors, motion by Ezequiel Reyna, with a second by Carlos Del Angel, to adjourn the meeting at 8:15 p.m.*

---

Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

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

The Hidalgo County Regional Mobility Authority Board of Directors and Hidalgo County Commissioner's Court convened for a Joint Workshop on Friday, May 30, 2025, at 1:30 pm at the Edinburg Conference Center at Renaissance Hall, 118 Paseo Del Prado, Hall "A", Edinburg, TX 78539, with the following participating:

Board Members: Robert L. Lozano, Chairman (teleconference)  
Ezequiel Reyna, Vice-Chairman  
Juan Carlos Del Ángel, Secretary/Treasurer  
Jose Maria "Joe" Ochoa, Director  
Roel "Roy" Rodriguez, P.E., Director (teleconference)  
Sergio Saenz, Director  
Michael Williamson, Director

Commissioner's Court: Honorable, Richard F. Cortez, Hidalgo County Judge  
Honorable, Everardo "Ever" Villarreal, Commissioner Precinct 3  
Honorable, Ellie Torres, Commissioner Precinct 4  
Victor Gomez, Hidalgo County, Legal Counsel  
Robert Viña III, Hidalgo County, Legal Counsel

Staff and Consultants: Pilar Rodriguez, Executive Director  
Ramon Navarro, Chief Construction Engineer  
Ruben Alfaro, Development Engineer  
Maria Alaniz, Executive Assistant  
Blakely Fernandez, Bracewell LLP, Legal Counsel

**CALL TO ORDER OF THE JOINT WORKSHOP at 1:35 p.m.**

- A. Presentation of a proposed Memorandum of Understanding between Hidalgo County and the Hidalgo County Regional Mobility Authority for advance project development of Section "A" of the Hidalgo County Loop System.  
*Mrs. Blakely Fernandez presented on a proposed Memorandum of Understanding between Hidalgo County and the Hidalgo County Regional Mobility Authority for advance project development of Section "A" of the Hidalgo County Loop System. No Action Taken. No action taken.*

**ADJOURNMENT OF JOINT WORKSHOP**

*There being no other business to come before the Board of Directors, motion by Ezequiel Reyna to adjourn the workshop at 2:55 p.m.*

---

Robert L. Lozano, Chairman

Attest:

---

Juan Carlos Del Ángel, Secretary/Treasurer

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>  06/17/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM**  
2. **MAY 8, 2025, TO JUNE 7, 2025**

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

Consideration and approval of project and general expense report for the period from  
May 8, 2025, to June 7, 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	\$	288,108.28
Toll Revenue Series 2022A&B	\$	0.00
Disbursement Account	\$	2,093,071.99
VRF Series 2020A	\$	0.00
<b>Total Project Expenses for Reporting Period</b>	<b>\$</b>	<b>2,381,180.27</b>

Fund Balance after Expenses \$ 96,677,437

5. Staff Recommendation: **Motion to approve the project and general expense report for the**  
**May 8, 2025, to June 7, 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:** June 17, 2025  
**Re:** **Expense Report for the Period from May 8, 2025, to June 7, 2025**

---

Attached is the expense report for the period commencing on May 8, 2025, to June 7, 2025.

Expenses for the General Account total \$288,108.28, Toll Revenue Series 2022A&B total is \$0.00, Disbursement Account total \$ 2,093,071.99, and the VRF Series 2020A Account is \$0. The aggregate expense for the reporting period is \$ 2,381,180.27.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$ 2,381,180.27.**

This leaves a fund balance (all funds) after expenses of \$96,677,437.

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

**May 8 - June 6  
June 2025**

**Plains Capital 41**

Make Check Payable to	Inv Date	Amount	
WEX - Valero Fleet	6/15/2025	\$	912.95
City of Pharr	6/10/2025	\$	850.00
City of Pharr	6/11/2025	\$	5,635.20
City of Pharr	6/10/2025	\$	238,208.86
City of Pharr	6/5/2025	\$	205.00
City of Pharr	6/10/2025	\$	8,610.00
Pharr Economic Development Corporation	6/1/2025	\$	4,480.00
Bracewell, LLP	6/5/2025	\$	3,600.00
Pathfinder Public Affairs	5/31/2025	\$	10,000.00
Pena Designs	6/2/2025	\$	200.00
Law Office of Richard A. Cantu, P.C.	6/6/2025	\$	405.00
Credit Card Services	6/3/2025	\$	1,505.88
Credit Card Services	6/3/2025	\$	2,389.09
Credit Card Services	6/3/2025	\$	775.64
Credit Card Services	6/3/2025	\$	-
Trevino Residential & Commercial LLC	6/16/2025	\$	6,100.00
AIM Media Texas	5/31/2025	\$	544.20
Integrity Electric LLC	5/20/2025	\$	1,037.90
Southern Tire Mart	6/3/2025	\$	230.55
Burton McCumber & Longoria, LLP	6/6/2025	\$	1,000.00
A-Fast Delivery, LLC	5/19/2025	\$	287.50
Office Depot	5/16/2025	\$	313.05
Xerox Corporate - Xerox Financial Services	6/11/2025	\$	598.00
Xerox Corporate - Xerox Financial Services	6/11/2025	\$	219.46
		\$	<b>288,108.28</b>

previously paid  
check

**Wilmington Trust 45/Capital Projects**

SICE Inc.	6/1/2025	\$	933,712.75
Mitigation Resources of North America LLC	5/31/2025	\$	632,532.60
Law Office of Richard A. Cantu, P.C.	6/6/2025	\$	6,851.00
Bracewell, LLP	6/9/2025	\$	33,336.07
Bracewell, LLP	6/9/2025	\$	11,184.00
Escobedo & Cardenas, LLP	6/6/2025	\$	2,263.00
Schwab and Stroope, PLLC	6/1/2025	\$	198.00
Terracon Consultants, Inc.	6/4/2025	\$	126,232.22
Atlas Technical Consultants, LLC	6/12/2025	\$	24,755.25
B2Z Engineering	6/5/2025	\$	54,971.89
B2Z Engineering	6/5/2025	\$	21,957.73
HDR Engineering, Inc.	6/5/2025	\$	77,504.28
HDR Engineering, Inc.	6/5/2025	\$	22,854.73
HDR Engineering, Inc.	6/5/2025	\$	3,898.97
Raba Kistner, Inc.	6/3/2025	\$	10,195.58
Quintanilla, Headley and Associates, Inc.	4/16/2025	\$	1,760.00
C&M Associates, Inc.	5/31/2025	\$	31,340.00
SWG Engineering, LLC	5/1/2025	\$	19,000.00
Superior Alarms	6/4/2025	\$	9,961.00
Texas Department of Transportation	5/15/2025	\$	49,062.92
SmartCom Telephone LLC	5/22/2025	\$	19,500.00
		\$	<b>2,093,071.99</b>

previously paid  
ACH

Sub Total - General -41 (Operating)	\$	288,108.28
Sub Total - Capital Projects-45 (Disbursement)	\$	2,093,071.99
<b>Total</b>	<b>\$</b>	<b>2,381,180.27</b>

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

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

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

**6/24/2025**

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    
  6/17/2025    
  6/24/2025  

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF APRIL 2025 AND MAY 2025.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and approval of financial reports for the months of April 2025 and May 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 Financial Reports for the months of April 2025 and May 2025, 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

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF NET POSITION April 30, 2025**

**ASSETS**

<b>CURRENT ASSETS</b>	
Cash & cash equivalents	\$ 14,633,405
Cash with fiscal agent-promises	55,527
Accrued interest receivable-Capital Project nonrestricted	48,459
Accounts Receivable - VR Fees	709,490
Accounts Receivable - Promises	51,450
Advance	2,513,637
Prepaid expense	40,125
Prepaid bond insurances	264,132
Total Current Assets	18,316,225
<b>RESTRICTED ASSETS</b>	
Cash & equivalent-Construction 2022 A	7
Cash & cash equivalents-Capital Projects	81,192,365
Investment-Capital Projects Restricted	5,226,193
Investment-2020 debt service	1,744,319
Investment-debt service: 2022 A&B	4,788,250
Cash & equivalents-debt service reserves: 2022 A&B	20,157,655
Accrued interest receivable-Debt Svc	5,132
Total Restricted Assets	113,113,921
<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>\$ 454,148,907</b>

**LIABILITIES AND NET POSITION**

<b>CURRENT LIABILITIES</b>	
Accounts payable	\$ 11,037
Accounts payable-City of Pharr	169,300
Lease Payable	162,922
Arbitrage payable	75,000
O/W Off System Corridor	100,328
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	1,107,805
<b>RESTRICTED LIABILITIES</b>	
Current Portion of Long-Term 2020 Debt	2,345,000
Accrued bond interest payable	533,346
Retainage payable	216,439
Total Restricted Liabilities	3,094,785
<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	309,538,548
<b>NET POSITION</b>	
Investment in Capital Assets, Net of Related Debt	13,591,405
Restricted for:	
Debt Service	23,600,571
Capital projects	86,418,565
Unrestricted	20,999,818
Total Net Position	144,610,359
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 454,148,907</b>



Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2025

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	163,610.76
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	10,496,932.13
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,146,276.60
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	2,826,585.37
<a href="#">41-1-1113-000</a>	ACCOUNTS RECIEVABLES-VR FEES	709,490.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	51,450.55
<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>338,472,889.36</b>
		<b>338,472,889.36</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	169,300.52
<a href="#">41-2-1212-008</a>	O/W OFF SYSTEM CORRIDOR	100,328.55
<a href="#">41-2-1212-010</a>	LEASE PAYABLE	162,921.78
<a href="#">41-2-1212-011</a>	ARBITRAGE PAYABLE	75,000.75
<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="#">41-2-1213-011</a>	CURRENT PORTION OF COMP ABSENCES	98,935.00
<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="#">41-2-1214-007</a>	LT COMPENSATED ABSENCES	283,057.99
<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>309,170,757.41</b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	31,449,574.27
<b>Total Beginning Equity:</b>		<b>31,449,574.27</b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 04/30/2025

		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	-7,500,000.00	709,490.00	2,825,460.00	-10,325,460.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	0.00	-2,000,000.00	182,871.00	635,634.00	-2,635,634.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	0.00	-300,000.00	52,075.51	233,446.63	-533,446.63
<b>Revenue Total:</b>		<b>0.00</b>	<b>-9,800,000.00</b>	<b>944,436.51</b>	<b>3,694,540.63</b>	<b>-13,494,540.63</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	844,500.00	844,500.00	53,535.80	179,448.20	665,051.80
<a href="#">41-52900-1104-000</a>	OVERTIME	1,000.00	1,000.00	118.99	440.27	559.73
<a href="#">41-52900-1105-000</a>	FICA	67,911.00	67,911.00	4,050.83	14,726.17	53,184.83
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	59,040.00	59,040.00	3,093.15	12,427.60	46,612.40
<a href="#">41-52900-1106-001</a>	HEALTH INSURANCE- OTHER	0.00	0.00	55.00	110.00	-110.00
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	123,838.00	123,838.00	6,859.64	22,734.74	101,103.26
<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	392.30	1,431.89	6,068.11
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	26,400.00	26,400.00	1,292.30	4,716.89	21,683.11
<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	3,600.00	12,000.00
<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	664.30	3,070.10	2,929.90
<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	270.00	270.00	4,730.00
<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	218.51	577.53	2,422.47
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	0.00	2,778.95	9,221.05
<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	0.00	2,999.00	15,001.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	5.70	17.10	482.90
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	2,000.00	2,000.00	125.00	581.76	1,418.24
<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	0.00	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	0.00	1,207.95	4,792.05
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	10,000.00	10,000.00	0.00	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	15,615.00	24,385.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	50,000.00	50,000.00	6,895.33	23,443.78	26,556.22
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	30,000.00	90,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	20,000.00	20,000.00	0.00	3,600.00	16,400.00
<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	17,920.00	36,080.00
<a href="#">41-52900-1715-001</a>	RENT-OFFICE EQUIPMENT	9,000.00	9,000.00	598.00	2,990.00	6,010.00
<a href="#">41-52900-1715-002</a>	RENT-OTHER	3,500.00	3,500.00	288.00	804.00	2,696.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	25,000.00	25,000.00	200.00	600.00	24,400.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	500.00	500.00	-1,455.00	6,045.00	-5,545.00

## Income Statement

For Fiscal: 2025 Period Ending: 04/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<u>41-52900-1732-000</u>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
<u>41-52900-1850-000</u>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
<u>41-52900-1899-000</u>	NON-CAPITAL	10,000.00	10,000.00	0.00	2,434.00	7,566.00
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	0.00	0.00	0.00	18,000.00	-18,000.00
<u>41-52900-1999-006</u>	TRANS OUT- 2020 DEBT SVC	0.00	0.00	330,908.70	1,202,438.97	-1,202,438.97
<u>41-52900-1999-010</u>	TRANSFER OUT 2022 PROJECT	0.00	0.00	0.00	123,195.83	-123,195.83
<u>41-52900-1999-011</u>	TRANSFER OUT 2022 DEBT	0.00	0.00	0.00	3,721,992.12	-3,721,992.12
<u>41-53000-1100-000</u>	SALARIES	621,485.00	621,485.00	52,121.26	181,171.17	440,313.83
<u>41-53000-1104-000</u>	OVERTIME	50,000.00	50,000.00	12,057.52	42,368.71	7,631.29
<u>41-53000-1105-000</u>	FICA	53,746.00	53,746.00	4,874.10	16,965.60	36,780.40
<u>41-53000-1106-000</u>	HEALTH INSURANCE	59,040.00	59,040.00	4,330.41	14,847.12	44,192.88
<u>41-53000-1115-000</u>	EMPLOYEES RETIREMENT	83,956.00	83,956.00	8,728.07	29,915.49	54,040.51
<u>41-53000-1116-000</u>	PHONE ALLOWANCE	9,600.00	9,600.00	646.10	2,192.12	7,407.88
<u>41-53000-1117-000</u>	CAR ALLOWANCE	7,200.00	7,200.00	553.84	2,021.52	5,178.48
<u>41-53000-1122-000</u>	EAP- ASSISTANCE PROGRAM	348.00	348.00	0.00	0.00	348.00
<u>41-53000-1178-000</u>	ADMN FEE	15,600.00	15,600.00	1,200.00	4,425.00	11,175.00
<u>41-53000-1179-000</u>	CONTINGENCY	31,074.00	31,074.00	0.00	0.00	31,074.00
<u>41-53000-1200-000</u>	OFFICE SUPPLIES	5,000.00	5,000.00	-1,517.40	330.59	4,669.41
<u>41-53000-1201-000</u>	SMALL TOOLS	5,000.00	5,000.00	0.00	317.93	4,682.07
<u>41-53000-1605-000</u>	JANITORIAL	300.00	300.00	0.00	0.00	300.00
<u>41-53000-1606-001</u>	UTILITIES	750.00	750.00	58.10	177.10	572.90
<u>41-53000-1608-000</u>	UNIFORMS	4,000.00	4,000.00	0.00	560.96	3,439.04
<u>41-53000-1610-000</u>	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	50.00	50.00	950.00
<u>41-53000-1610-001</u>	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	0.00	23,624.86	1,375.14
<u>41-53000-1611-000</u>	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
<u>41-53000-1640-000</u>	ADVERTISING	7,000.00	7,000.00	0.00	1,576.50	5,423.50
<u>41-53000-1650-000</u>	TRAINING	5,000.00	5,000.00	0.00	675.00	4,325.00
<u>41-53000-1660-000</u>	TRAVEL	5,000.00	5,000.00	2,036.31	3,704.60	1,295.40
<u>41-53000-1662-000</u>	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
<u>41-53000-1715-001</u>	RENTAL - OFFICE EQUIPMENT	2,800.00	2,800.00	219.46	1,920.92	879.08
<u>41-53000-1715-002</u>	RENT-OTHER	2,000.00	2,000.00	0.00	0.00	2,000.00
<u>41-53000-1715-010</u>	VEHICLE RENTAL	70,000.00	70,000.00	13,206.98	20,501.78	49,498.22
<u>41-53000-1715-011</u>	VEHICLE INSURANCE	4,000.00	4,000.00	0.00	5,815.10	-1,815.10
<u>41-53000-1715-012</u>	VEHICLE MAINTENANCE	2,500.00	2,500.00	104.96	2,738.45	-238.45
<u>41-53000-1715-013</u>	VEHICLE FUEL	10,000.00	10,000.00	1,050.69	2,533.81	7,466.19
<u>41-53000-1850-000</u>	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>41-53000-1899-000</u>	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
<u>41-54000-1100-000</u>	SALARIES	485,000.00	485,000.00	10,769.24	39,307.73	445,692.27
<u>41-54000-1105-000</u>	FICA	38,300.00	38,300.00	838.24	3,053.24	35,246.76
<u>41-54000-1106-000</u>	HEALTH INSURANCE	29,520.00	29,520.00	618.63	2,474.52	27,045.48
<u>41-54000-1115-000</u>	EMPLOYEES RETIREMENT	37,600.00	37,600.00	1,523.96	5,582.03	32,017.97
<u>41-54000-1116-000</u>	PHONE ALLOWANCE	4,800.00	4,800.00	92.30	336.89	4,463.11
<u>41-54000-1117-000</u>	CAR ALLOWANCE	21,600.00	21,600.00	553.84	2,021.52	19,578.48
<u>41-54000-1122-000</u>	EAP- ASSISTANCE PROGRAM	174.00	174.00	0.00	0.00	174.00
<u>41-54000-1178-000</u>	ADMN FEE	7,800.00	7,800.00	150.00	600.00	7,200.00
<u>41-54000-1179-000</u>	CONTINGENCY	21,600.00	21,600.00	0.00	0.00	21,600.00
<u>41-54000-1200-000</u>	OFFICE SUPPLIES	750.00	750.00	84.97	537.84	212.16
<u>41-54000-1610-000</u>	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	0.00	1,500.00
<u>41-54000-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	75,000.00	75,000.00	6,484.00	6,484.00	68,516.00
<u>41-54000-1611-000</u>	POSTAGE/FEDEX/COURTIER	100.00	100.00	26.85	26.85	73.15
<u>41-54000-1640-000</u>	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00
<u>41-54000-1650-000</u>	TRAINING	3,000.00	3,000.00	0.00	0.00	3,000.00
<u>41-54000-1660-000</u>	TRAVEL	3,000.00	3,000.00	0.00	0.00	3,000.00
<u>41-54000-1899-000</u>	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
<u>41-58000-1604-001</u>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	465.00	2,535.00
<u>41-58000-1606-002</u>	UTILITIES - BSIF	1,000.00	1,000.00	188.64	318.23	681.77

Income Statement

For Fiscal: 2025 Period Ending: 04/30/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<u>41-58000-1623-001</u>	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	544,752.62	5,841,982.95	-1,848,427.95
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		-3,993,555.00	-13,793,555.00	399,683.89	-2,147,442.32	
Total Surplus (Deficit):		-3,993,555.00	-13,793,555.00	399,683.89	-2,147,442.32	



Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2025

Account	Name	Balance
<b>Fund: 42 - HCRMA-DEBT SERVICE</b>		
<b>Assets</b>		
<a href="#">42-1-1102-002</a>	INVESTMENTS D/S 2022 A SERIES	3,305,026.45
<a href="#">42-1-1102-003</a>	INVESTMENTS D/S2022 B SERIES	1,482,219.02
<a href="#">42-1-1102-010</a>	INVESTMENTS RESERVE D/S 2022 A SERIE	13,892,194.84
<a href="#">42-1-1102-011</a>	INVESTMENTS RESERVE D/S 2022 B SERIE	6,265,459.88
<a href="#">42-1-1102-012</a>	INVESTMENT JR LIEN REV BDS 2022B	1,004.49
<a href="#">42-1-1113-012</a>	ACCRUED INTEREST	5,131.67
<a href="#">42-1-4105-002</a>	DEBT SERVICE- 2020 SERIES	1,744,318.80
	<b>Total Assets:</b>	<b>26,695,355.15</b>
		<b><u>26,695,355.15</u></b>
<b>Liability</b>		
<a href="#">42-2-4214-007</a>	ACCRUED INTEREST PAY- 2020 SERIES	135,492.00
<a href="#">42-2-4214-008</a>	ACCRUED INTEREST PAY - 2022 A SERIES	274,658.00
<a href="#">42-2-4214-009</a>	ACCRUED INTEREST PAY 2022 B SERIES	123,196.00
	<b>Total Liability:</b>	<b>533,346.00</b>
<b>Equity</b>		
<a href="#">42-3-4400-000</a>	FUND BALANCE	20,798,997.32
	<b>Total Beginning Equity:</b>	<b>20,798,997.32</b>
Total Revenue		5,363,011.83
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<b>5,363,011.83</b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>26,162,009.15</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>26,695,355.15</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 04/30/2025

		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	3,874.49	7,741.66	-7,741.66
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	7,798.16	15,421.57	-15,421.57
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	3,510.63	7,511.42	-7,511.42
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	50,639.18	203,107.61	-203,107.61
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	22,838.57	91,602.65	-91,602.65
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,908.70	5,037,626.92	-5,037,626.92
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>419,569.73</b>	<b>5,363,011.83</b>	<b>-5,363,011.83</b>
<b>Fund: 42 - HCRMA-DEBT SERVICE Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>419,569.73</b>	<b>5,363,011.83</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>419,569.73</b>	<b>5,363,011.83</b>	



Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2025

Account	Name	Balance	
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>			
<b>Assets</b>			
<u>44-1-1102-001</u>	INVESTMENTS - 2022 A SERIES	4.21	
<u>44-1-1102-002</u>	INVESTMENTS - 2022 B SERIES	2.39	
	<b>Total Assets:</b>	<b>6.60</b>	<b><u>6.60</u></b>
<b>Liability</b>			
	<b>Total Liability:</b>	<b>0.00</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		29,479.16	
Total Expense		877,509.28	
Revenues Over/Under Expenses		-848,030.12	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>6.60</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>6.60</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 04/30/2025

		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	4.21	29,479.16	-29,479.16
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>4.21</b>	<b>29,479.16</b>	<b>-29,479.16</b>
<b>Expense</b>						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	0.00	0.00	0.00	193,454.18	-193,454.18
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	0.00	0.00	3,947.42	27,878.17	-27,878.17
<u>44-52900-8842-001</u>	WET LAND	0.00	0.00	0.00	833,017.12	-833,017.12
<u>44-52900-8844-001</u>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	0.00	4,247.79	-4,247.79
<u>44-52900-8860-000</u>	365 TOLLWAY SYSTEM	0.00	0.00	0.00	-181,087.98	181,087.98
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>3,947.42</b>	<b>877,509.28</b>	<b>-877,509.28</b>
<b>Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-3,943.21</b>	<b>-848,030.12</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-3,943.21</b>	<b>-848,030.12</b>	



Pharr, TX

# Balance Sheet

## Account Summary

As Of 04/30/2025

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<u>45-1-1102-000</u>	Pool Investment	86,418,558.30	
<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>88,980,654.77</b>	<b><u>88,980,654.77</u></b>
<b>Liability</b>			
<u>45-2-1212-009</u>	RETAINAGE PAYABLE	216,438.78	
	<b>Total Liability:</b>	<b>216,438.78</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		3,117,281.33	
Total Expense		21,810,057.46	
Revenues Over/Under Expenses		-18,692,776.13	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>88,764,215.99</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>88,980,654.77</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 04/30/2025

		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	351,291.39	1,442,839.07	-1,442,839.07
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	1,674,442.26	1,674,442.26	-1,674,442.26
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>2,025,733.65</b>	<b>3,117,281.33</b>	<b>-3,117,281.33</b>
<b>Expense</b>						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	400,099.24	958,295.21	-958,295.21
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	650.00	-650.00
<u>45-52900-8810-004</u>	365 UTILITIES RELOCATION	0.00	0.00	134,312.25	1,500,185.48	-1,500,185.48
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	1,450.00	-1,450.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	30,686.36	53,643.08	-53,643.08
<u>45-52900-8842-001</u>	WET LAND	0.00	0.00	8,450.23	1,386,546.43	-1,386,546.43
<u>45-52900-8844-000</u>	365 CONSTRUCTION FEDERAL	0.00	0.00	5,405,968.53	17,401,388.31	-17,401,388.31
<u>45-52900-8844-001</u>	365 CONSTRUCTION LOCAL	0.00	0.00	1,071.39	5,971.83	-5,971.83
<u>45-52900-8860-000</u>	365 TOLL SYSTEM	0.00	0.00	167,325.63	501,927.12	-501,927.12
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>6,147,913.63</b>	<b>21,810,057.46</b>	<b>-21,810,057.46</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-4,122,179.98</b>	<b>-18,692,776.13</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-4,122,179.98</b>	<b>-18,692,776.13</b>	

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY**  
**STATEMENT OF NET POSITION May 31, 2025**

**ASSETS**

<b>CURRENT ASSETS</b>	
Cash & cash equivalents	\$ 14,997,305
Cash with fiscal agent-promises	55,527
Accounts Receivable - VR Fees	660,010
Accounts Receivable - Promiles	51,450
Prepaid expense	40,125
Prepaid bond insurances	264,132
Total Current Assets	16,068,549
<b>RESTRICTED ASSETS</b>	
Cash & equivalent-Construction 2022 A	2
Cash & cash equivalents-Capital Projects	81,497,315
Advance	2,513,637
Investment-Capital Projects Restricted	2,534,508
Investment-2020 debt service	2,080,221
Investment-debt service: 2022 A&B	4,803,943
Cash & equivalents-debt service reserves: 2022 A&B	20,233,365
Accrued interest receivable-Debt Svc	5,132
Total Restricted Assets	113,668,123
<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>\$ 452,455,433</b>

**LIABILITIES AND NET POSITION**

<b>CURRENT LIABILITIES</b>	
Accounts payable-City of Pharr	\$ 246,817
Lease Payable	162,922
Arbitrage payable	75,000
O/W Off System Corridor	113,773
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	1,187,730
<b>RESTRICTED LIABILITIES</b>	
Current Portion of Long-Term 2020 Debt	2,345,000
Accrued bond interest payable	533,346
Retainage payable	254,250
Total Restricted Liabilities	3,132,596
<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	309,656,284
<b>NET POSITION</b>	
Investment in Capital Assets, Net of Related Debt	13,553,594
Restricted for:	
Debt Service	23,990,065
Capital projects	86,545,462
Unrestricted	18,710,028
Total Net Position	142,799,149
<b>TOTAL LIABILITIES AND NET POSITION</b>	<b>\$ 452,455,433</b>



Pharr, TX

# Balance Sheet

## Account Summary

As Of 05/31/2025

Account	Name	Balance
<b>Fund: 41 - HCRMA-GENERAL</b>		
<b>Assets</b>		
<a href="#">41-1-1100-000</a>	GENERAL OPERATING	273,066.06
<a href="#">41-1-1102-000</a>	POOL INVESTMENTS	10,736,454.52
<a href="#">41-1-1102-001</a>	INVESTMENT-ROAD MAINT,	1,150,581.90
<a href="#">41-1-1102-002</a>	INVESTMENT-GENERAL	2,837,201.52
<a href="#">41-1-1113-000</a>	ACCOUNTS RECIEVABLES-VR FEES	660,010.00
<a href="#">41-1-1113-009</a>	ACCOUNTS RECEIVABLE- PROMILES	51,450.55
<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>338,787,308.50</b>
		<b><u>338,787,308.50</u></b>
<b>Liability</b>		
<a href="#">41-2-1212-001</a>	A/P CITY OF PHARR	246,818.86
<a href="#">41-2-1212-008</a>	O/W OFF SYSTEM CORRIDOR	113,772.90
<a href="#">41-2-1212-010</a>	LEASE PAYABLE	162,921.78
<a href="#">41-2-1212-011</a>	ARBITRAGE PAYABLE	75,000.75
<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="#">41-2-1213-011</a>	CURRENT PORTION OF COMP ABSENCES	98,935.00
<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="#">41-2-1214-007</a>	LT COMPENSATED ABSENCES	283,057.99
<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>309,250,683.04</b>
<b>Equity</b>		
<a href="#">41-3-3400-000</a>	FUND BALANCE	31,449,574.27
	<b>Total Beginning Equity:</b>	<b>31,449,574.27</b>
Total Revenue		4,563,461.47
Total Expense		6,476,410.28
Revenues Over/Under Expenses		-1,912,948.81
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>29,536,625.46</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>338,787,308.50</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 05/31/2025

		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	-7,500,000.00	660,010.00	3,485,470.00	-10,985,470.00
<a href="#">41-4-1505-005</a>	PROMILES-OW/OS PERMIT FEES	0.00	-2,000,000.00	154,467.00	790,101.00	-2,790,101.00
<a href="#">41-4-1506-000</a>	INTEREST REVENUE	0.00	-300,000.00	54,443.84	287,890.47	-587,890.47
<b>Revenue Total:</b>		<b>0.00</b>	<b>-9,800,000.00</b>	<b>868,920.84</b>	<b>4,563,461.47</b>	<b>-14,363,461.47</b>
<b>Expense</b>						
<a href="#">41-52900-1100-000</a>	SALARIES	844,500.00	844,500.00	69,437.51	248,885.71	595,614.29
<a href="#">41-52900-1104-000</a>	OVERTIME	1,000.00	1,000.00	156.49	596.76	403.24
<a href="#">41-52900-1105-000</a>	FICA	67,911.00	67,911.00	5,334.61	20,060.78	47,850.22
<a href="#">41-52900-1106-000</a>	HEALTH INSURANCE	59,040.00	59,040.00	3,093.15	15,520.75	43,519.25
<a href="#">41-52900-1106-001</a>	HEALTH INSURANCE- OTHER	0.00	0.00	55.00	165.00	-165.00
<a href="#">41-52900-1115-000</a>	EMPLOYEES RETIREMENT	123,838.00	123,838.00	8,987.35	31,722.09	92,115.91
<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	588.45	2,020.34	5,479.66
<a href="#">41-52900-1117-000</a>	CAR ALLOWANCE	26,400.00	26,400.00	1,938.45	6,655.34	19,744.66
<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	1,350.00	4,950.00	10,650.00
<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	949.28	4,019.38	1,980.62
<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	1,612.26	1,882.26	3,117.74
<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	218.51	796.04	2,203.96
<a href="#">41-52900-1607-000</a>	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	1,700.00	4,478.95	7,521.05
<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	10,970.00	13,969.00	4,031.00
<a href="#">41-52900-1610-001</a>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	26.98	44.08	455.92
<a href="#">41-52900-1611-000</a>	POSTAGE/FEDEX/COURTIER	2,000.00	2,000.00	193.80	775.56	1,224.44
<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	0.00	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	1,494.00	1,494.00	6,506.00
<a href="#">41-52900-1660-000</a>	TRAVEL	6,000.00	6,000.00	0.00	1,207.95	4,792.05
<a href="#">41-52900-1662-000</a>	PRINTING & PUBLICATIONS	10,000.00	10,000.00	0.00	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	16,205.00	31,820.00	8,180.00
<a href="#">41-52900-1710-000</a>	LEGAL FEES	50,000.00	50,000.00	6,832.30	30,276.08	19,723.92
<a href="#">41-52900-1710-001</a>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	40,000.00	80,000.00
<a href="#">41-52900-1712-000</a>	FINANCIAL CONSULTING FEES	20,000.00	20,000.00	0.00	3,600.00	16,400.00
<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	22,400.00	31,600.00
<a href="#">41-52900-1715-001</a>	RENT-OFFICE EQUIPMENT	9,000.00	9,000.00	598.00	3,588.00	5,412.00
<a href="#">41-52900-1715-002</a>	RENT-OTHER	3,500.00	3,500.00	2,497.00	3,301.00	199.00
<a href="#">41-52900-1716-000</a>	CONTRACTUAL WEBSITE SERVICES	25,000.00	25,000.00	200.00	800.00	24,200.00
<a href="#">41-52900-1731-000</a>	MISCELLANEOUS	500.00	500.00	-11,037.06	-4,992.06	5,492.06

## Income Statement

For Fiscal: 2025 Period Ending: 05/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<a href="#">41-52900-1732-000</a>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
<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	2,434.00	7,566.00
<a href="#">41-52900-1999-003</a>	TRANSFER OUT TO DEBT	0.00	0.00	0.00	18,000.00	-18,000.00
<a href="#">41-52900-1999-006</a>	TRANS OUT- 2020 DEBT SVC	0.00	0.00	330,908.70	1,533,347.67	-1,533,347.67
<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="#">41-52900-1999-011</a>	TRANSFER OUT 2022 DEBT	0.00	0.00	0.00	3,721,992.12	-3,721,992.12
<a href="#">41-53000-1100-000</a>	SALARIES	621,485.00	621,485.00	82,626.45	263,797.62	357,687.38
<a href="#">41-53000-1104-000</a>	OVERTIME	50,000.00	50,000.00	21,179.95	63,548.66	-13,548.66
<a href="#">41-53000-1105-000</a>	FICA	53,746.00	53,746.00	7,951.54	24,917.14	28,828.86
<a href="#">41-53000-1106-000</a>	HEALTH INSURANCE	59,040.00	59,040.00	4,949.04	19,796.16	39,243.84
<a href="#">41-53000-1115-000</a>	EMPLOYEES RETIREMENT	83,956.00	83,956.00	14,098.44	44,013.93	39,942.07
<a href="#">41-53000-1116-000</a>	PHONE ALLOWANCE	9,600.00	9,600.00	969.15	3,161.27	6,438.73
<a href="#">41-53000-1117-000</a>	CAR ALLOWANCE	7,200.00	7,200.00	830.76	2,852.28	4,347.72
<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	1,800.00	6,225.00	9,375.00
<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	51.00	381.59	4,618.41
<a href="#">41-53000-1201-000</a>	SMALL TOOLS	5,000.00	5,000.00	0.00	317.93	4,682.07
<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	58.10	235.20	514.80
<a href="#">41-53000-1608-000</a>	UNIFORMS	4,000.00	4,000.00	12.00	572.96	3,427.04
<a href="#">41-53000-1610-000</a>	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	0.00	50.00	950.00
<a href="#">41-53000-1610-001</a>	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	0.00	23,624.86	1,375.14
<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	0.00	1,576.50	5,423.50
<a href="#">41-53000-1650-000</a>	TRAINING	5,000.00	5,000.00	0.00	675.00	4,325.00
<a href="#">41-53000-1660-000</a>	TRAVEL	5,000.00	5,000.00	130.96	3,835.56	1,164.44
<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	219.46	2,140.38	659.62
<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	5,664.95	26,166.73	43,833.27
<a href="#">41-53000-1715-011</a>	VEHICLE INSURANCE	4,000.00	4,000.00	0.00	5,815.10	-1,815.10
<a href="#">41-53000-1715-012</a>	VEHICLE MAINTENANCE	2,500.00	2,500.00	259.41	2,997.86	-497.86
<a href="#">41-53000-1715-013</a>	VEHICLE FUEL	10,000.00	10,000.00	1,088.40	3,622.21	6,377.79
<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	16,153.86	55,461.59	429,538.41
<a href="#">41-54000-1105-000</a>	FICA	38,300.00	38,300.00	1,274.88	4,328.12	33,971.88
<a href="#">41-54000-1106-000</a>	HEALTH INSURANCE	29,520.00	29,520.00	618.63	3,093.15	26,426.85
<a href="#">41-54000-1115-000</a>	EMPLOYEES RETIREMENT	37,600.00	37,600.00	2,285.94	7,867.97	29,732.03
<a href="#">41-54000-1116-000</a>	PHONE ALLOWANCE	4,800.00	4,800.00	138.45	475.34	4,324.66
<a href="#">41-54000-1117-000</a>	CAR ALLOWANCE	21,600.00	21,600.00	830.76	2,852.28	18,747.72
<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	225.00	825.00	6,975.00
<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	0.00	537.84	212.16
<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	332.08	6,816.08	68,183.92
<a href="#">41-54000-1611-000</a>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	26.85	73.15
<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	1,800.00	2,265.00	735.00
<a href="#">41-58000-1606-002</a>	UTILITIES - BSIF	1,000.00	1,000.00	88.34	406.57	593.43

Income Statement

For Fiscal: 2025 Period Ending: 05/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<u>41-58000-1623-001</u>	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	634,427.33	6,476,410.28	-2,482,855.28
Fund: 41 - HCRMA-GENERAL Surplus (Deficit):		-3,993,555.00	-13,793,555.00	234,493.51	-1,912,948.81	
Total Surplus (Deficit):		-3,993,555.00	-13,793,555.00	234,493.51	-1,912,948.81	



Pharr, TX

# Bank Statement Register

## GENERAL OPERATING

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05290

06/17/25

### Bank Statement

### General Ledger

Beginning Balance	171,358.34	Account Balance	273,066.06
Plus Debits	546,492.65	Less Outstanding Debits	0.00
Less Credits	412,699.12	Plus Outstanding Credits	32,085.81
Adjustments	0.00	Adjustments	0.00
Ending Balance	305,151.87	Adjusted Account Balance	305,151.87

Statement Ending Balance	305,151.87
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
05/31/2025	<a href="#">DEP0105571</a>	Deposit	TO RECORD MONTHLY DISB	378,581.30
05/31/2025	<a href="#">DEP0105598</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,607.25
05/31/2025	<a href="#">DEP0105599</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	41,445.00
05/31/2025	<a href="#">DEP0105600</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,287.65
05/31/2025	<a href="#">DEP0105601</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	37,773.00
05/31/2025	<a href="#">DEP0105602</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,278.25
05/31/2025	<a href="#">DEP0105603</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	37,665.00
05/31/2025	<a href="#">DEP0105604</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	3,271.20
05/31/2025	<a href="#">DEP0105605</a>	Deposit	TO RECORD PROMILES REV FUND 41 HCRM	37,584.00
Total Cleared Deposits (9)				546,492.65

### Cleared Checks

Item Date	Reference	Item Type	Description	Amount
04/24/2025	<a href="#">2908</a>	Check	A FAST DELIVERY	-125.00
04/24/2025	<a href="#">2909</a>	Check	BENTLEY SYSTEMS, INC.	-6,484.00
04/24/2025	<a href="#">2910</a>	Check	OFFICE DEPOT	-51.12
04/24/2025	<a href="#">2911</a>	Check	XEROX CORPORATION	-817.46
Total Cleared Checks (4)				-7,477.58

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/01/2025	<a href="#">DFT0013840</a>	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00

## Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/06/2025	<a href="#">DFT0013843</a>	Bank Draft	PENA DESIGNS	-200.00
05/07/2025	<a href="#">DFT0013835</a>	Bank Draft	CITY OF PHARR	-850.00
05/07/2025	<a href="#">DFT0013836</a>	Bank Draft	CITY OF PHARR	-5,664.95
05/07/2025	<a href="#">DFT0013838</a>	Bank Draft	CITY OF PHARR	-205.00
05/07/2025	<a href="#">DFT0013844</a>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-375.00
05/09/2025	<a href="#">DFT0013839</a>	Bank Draft	CITY OF PHARR	-7,995.00
05/12/2025	<a href="#">DFT0013841</a>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-6,457.30
05/15/2025	<a href="#">DFT0013833</a>	Bank Draft	VALERO FLEET	-1,088.40
05/31/2025	<a href="#">DFT0013834</a>	Bank Draft	CITY OF PHARR	-850.00
05/31/2025	<a href="#">DFT0013837</a>	Bank Draft	CITY OF PHARR	-161,305.52
05/31/2025	<a href="#">DFT0013842</a>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
05/31/2025	<a href="#">EFT0006736</a>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-1,570.28
05/31/2025	<a href="#">EFT0006737</a>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-1,581.74
05/31/2025	<a href="#">EFT0006738</a>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-626.90
05/31/2025	<a href="#">EFT0006739</a>	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-159.45
05/31/2025	<a href="#">EFT0006740</a>	EFT	TO RECORD WIRE TRANSFER HIDALGO CO	-200,000.00
05/31/2025	<a href="#">EFT0006741</a>	EFT	TO RECLASS ACH FUND 41 CONE SALINAS	-12.00
05/31/2025	<a href="#">EFT0006742</a>	EFT	TO RECORD ACH FUND 41 SAN MIGUEL LA	-1,800.00
Total Cleared Other (19)				-405,221.54

## Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
04/24/2025	<a href="#">2912</a>	Check	ZITRO ELECTRIC LLC	-270.00
05/29/2025	<a href="#">2913</a>	Check	A FAST DELIVERY	-127.50
05/29/2025	<a href="#">2914</a>	Check	BURTON MCCUMBER & LONGORIA, LLP	-16,000.00
05/29/2025	<a href="#">2915</a>	Check	DHR REAL ESTATE MANAGEMENT, LLC	-2,209.00
05/29/2025	<a href="#">2916</a>	Check	OFFICE DEPOT	-274.59
05/29/2025	<a href="#">2917</a>	Check	PEARCE INDUSTRIES, INC	-1,517.26
05/29/2025	<a href="#">2918</a>	Check	RIO GRANDE VALLEY PARTNERSHIP	-10,870.00
05/29/2025	<a href="#">2919</a>	Check	XEROX CORPORATION	-817.46
Total Outstanding Checks (8)				-32,085.81



Pharr, TX

# Bank Statement Register

## INVESTMENT-GENERAL

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05281

### Bank Statement

### General Ledger

Beginning Balance	2,826,585.37
Plus Debits	10,616.15
Less Credits	0.00
Adjustments	0.00
Ending Balance	2,837,201.52

Account Balance	2,837,201.52
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	2,837,201.52

Statement Ending Balance	2,837,201.52
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
05/31/2025	<a href="#">DEP0105569</a>	Deposit	TO RECORD INTEREST MAY 2025 FUND 41	10,616.15
Total Cleared Deposits (1)				10,616.15



Pharr, TX

# Bank Statement Register

## POOL INVESTMENTS

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05292

*06/18/25*

### Bank Statement

### General Ledger

Beginning Balance	10,496,932.13
Plus Debits	239,534.39
Less Credits	12.00
Adjustments	0.00
Ending Balance	10,736,454.52

Account Balance	10,736,454.52
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	10,736,454.52

Statement Ending Balance	10,736,454.52
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
05/31/2025	<a href="#">DEP0105607</a>	Deposit	TO RECORD WIRE TRANSFER HIDALGO CO	200,000.00
05/31/2025	<a href="#">DEP0105608</a>	Deposit	TO RECLASS ACH FUND 41 CONE SALINAS	12.00
05/31/2025	<a href="#">DEP0105976</a>	Deposit	TO RECORD INTEREST FUND 41	39,522.39
Total Cleared Deposits (3)				239,534.39

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2025	<a href="#">EFT0006734</a>	EFT	TO RECORD ACH FUND 41 CONE SALINAS	-12.00
Total Cleared Other (1)				-12.00



Pharr, TX

# Bank Statement Register

RMA LOGIC ROAD MAINT

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05293

## Bank Statement

## General Ledger

Beginning Balance	1,146,276.60
Plus Debits	4,305.30
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,150,581.90

Account Balance	1,150,581.90
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,150,581.90

Statement Ending Balance	1,150,581.90
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
05/31/2025	<a href="#">DEP0105977</a>	Deposit	TO RECORD INTEREST FUND 41	4,305.30
Total Cleared Deposits (1)				4,305.30



Pharr, TX

# Balance Sheet

## Account Summary

As Of 05/31/2025

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	3,315,858.26
<u>42-1-1102-003</u>	INVESTMENTS D/S2022 B SERIES	1,487,076.83
<u>42-1-1102-010</u>	INVESTMENTS RESERVE D/S 2022 A SERIE	13,944,372.29
<u>42-1-1102-011</u>	INVESTMENTS RESERVE D/S 2022 B SERIE	6,288,992.24
<u>42-1-1102-012</u>	INVESTMENT JR LIEN REV BDS 2022B	1,007.79
<u>42-1-1113-012</u>	ACCRUED INTEREST	5,131.67
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	2,080,221.07
	<b>Total Assets:</b>	<b>27,122,660.15</b>
		<b><u>27,122,660.15</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		5,790,316.83
Total Expense		0.00
<b>Revenues Over/Under Expenses</b>		<b><u>5,790,316.83</u></b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>26,589,314.15</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>27,122,660.15</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 05/31/2025

		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	4,993.57	12,735.23	-12,735.23
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	15,689.62	31,111.19	-31,111.19
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	3.30	7,514.72	-7,514.72
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	52,177.45	255,285.06	-255,285.06
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	23,532.36	115,135.01	-115,135.01
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,908.70	5,368,535.62	-5,368,535.62
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>427,305.00</b>	<b>5,790,316.83</b>	<b>-5,790,316.83</b>
<b>Fund: 42 - HCRMA-DEBT SERVICE Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>427,305.00</b>	<b>5,790,316.83</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>427,305.00</b>	<b>5,790,316.83</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENT D/S 2022A SERIES

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05282

### Bank Statement

### General Ledger

Beginning Balance	3,305,026.45
Plus Debits	10,831.81
Less Credits	0.00
Adjustments	0.00
Ending Balance	3,315,858.26

Account Balance	3,315,858.26
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	3,315,858.26

Statement Ending Balance	3,315,858.26
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
05/31/2025	<u>DEP0105573</u>	Deposit	TO RECORD INTEREST FUND 42 MAY 2025	10,831.81
Total Cleared Deposits (1)				10,831.81



Pharr, TX

# Bank Statement Register

## INVESTMENT D/S 2022B SERIES

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05283

### Bank Statement

### General Ledger

Beginning Balance 1,482,219.02  
Plus Debits 4,857.81  
Less Credits 0.00  
Adjustments 0.00  
Ending Balance 1,487,076.83

Account Balance 1,487,076.83  
Less Outstanding Debits 0.00  
Plus Outstanding Credits 0.00  
Adjustments 0.00  
Adjusted Account Balance 1,487,076.83

Statement Ending Balance 1,487,076.83  
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
05/31/2025	<u>DEP0105596</u>	Deposit	TO RECORD INTEREST FUND 42	4,857.81
Total Cleared Deposits (1)				4,857.81



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022A SERIES

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05284

### Bank Statement

### General Ledger

Beginning Balance	13,892,194.84
Plus Debits	52,177.45
Less Credits	0.00
Adjustments	0.00
Ending Balance	13,944,372.29

Account Balance	13,944,372.29
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	13,944,372.29

Statement Ending Balance	13,944,372.29
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
05/31/2025	<a href="#">DEP0105575</a>	Deposit	TO RECORD MAY INTEREST	52,177.45
Total Cleared Deposits (1)				52,177.45



Pharr, TX

# Bank Statement Register

## INVESTMENT RESERVE D/S 2022B SERIES

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05285

### Bank Statement

### General Ledger

Beginning Balance	6,265,459.88
Plus Debits	23,532.36
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,288,992.24

Account Balance	6,288,992.24
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,288,992.24

Statement Ending Balance	6,288,992.24
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
05/31/2025	<a href="#">DEP0105576</a>	Deposit	TO RECORD MAY INTEREST	23,532.36
Total Cleared Deposits (1)				23,532.36



Pharr, TX

# Bank Statement Register

## INVESTMENT JR LIEN REV BDS 2022B

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05286

### Bank Statement

### General Ledger

Beginning Balance	1,004.49
Plus Debits	3.30
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,007.79

Account Balance	1,007.79
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,007.79

Statement Ending Balance	1,007.79
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
05/31/2025	<a href="#">DEP0105578</a>	Deposit	TO RECORD MAY INTEREST	3.30
Total Cleared Deposits (1)				3.30



Pharr, TX

# Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05287

## Bank Statement

## General Ledger

Beginning Balance	1,744,318.80	Account Balance	2,080,221.07
Plus Debits	335,902.27	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,080,221.07	Adjusted Account Balance	2,080,221.07

Statement Ending Balance	2,080,221.07
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
05/31/2025	<a href="#">DEP0105582</a>	Deposit	TO RECORD MAY INTEREST	4,993.57
05/31/2025	<a href="#">DEP0105584</a>	Deposit	TO RECORD TRANSF IN GEN FUND	330,908.70
Total Cleared Deposits (2)				335,902.27



Pharr, TX

# Balance Sheet

## Account Summary

As Of 05/31/2025

Account	Name	Balance	
<b>Fund: 44 - HCRMA-365 CONSTRUCTION</b>			
<b>Assets</b>			
<u>44-1-1102-001</u>	INVESTMENTS - 2022 A SERIES	1.23	
	<b>Total Assets:</b>	<b>1.23</b>	<b>1.23</b>
<b>Liability</b>			
	<b>Total Liability:</b>	<b>0.00</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		29,473.79	
Total Expense		877,509.28	
Revenues Over/Under Expenses		-848,035.49	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>1.23</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b>1.23</b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 05/31/2025

		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	-5.37	29,473.79	-29,473.79
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>-5.37</b>	<b>29,473.79</b>	<b>-29,473.79</b>
<b>Expense</b>						
<u>44-52900-8800-000</u>	CONSULTING AND ENGINEERING	0.00	0.00	0.00	193,454.18	-193,454.18
<u>44-52900-8841-000</u>	PROFESSIONAL SERVICES	0.00	0.00	0.00	27,878.17	-27,878.17
<u>44-52900-8842-001</u>	WET LAND	0.00	0.00	0.00	833,017.12	-833,017.12
<u>44-52900-8844-001</u>	365 PROJECT CONSTRUCTION A-LOCAL	0.00	0.00	0.00	4,247.79	-4,247.79
<u>44-52900-8860-000</u>	365 TOLLWAY SYSTEM	0.00	0.00	0.00	-181,087.98	181,087.98
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>877,509.28</b>	<b>-877,509.28</b>
<b>Fund: 44 - HCRMA-365 CONSTRUCTION Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-5.37</b>	<b>-848,035.49</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-5.37</b>	<b>-848,035.49</b>	



Pharr, TX

# Bank Statement Register

## INVESTMENTS - 2022 A SERIES

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05288

*06/17/25*

### Bank Statement

### General Ledger

Beginning Balance	4.21	Account Balance	1.23
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	2.98	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1.23	Adjusted Account Balance	1.23

Statement Ending Balance	1.23
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 Other

Item Date	Reference	Item Type	Description	Amount
05/31/2025	<u>EFT0006732</u>	EFT	TO RECORD NET OUT INT REV	-2.98
Total Cleared Other (1)				-2.98



Pharr, TX

# Balance Sheet

## Account Summary

As Of 05/31/2025

Account	Name	Balance	
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND</b>			
<b>Assets</b>			
<u>45-1-1102-000</u>	Pool Investment	84,031,823.36	
<u>45-1-1267-000</u>	ADVANCE	2,513,637.48	
	<b>Total Assets:</b>	<b>86,545,460.84</b>	<b><u>86,545,460.84</u></b>
<b>Liability</b>			
<u>45-2-1212-009</u>	RETAINAGE PAYABLE	254,250.07	
	<b>Total Liability:</b>	<b>254,250.07</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		4,638,684.78	
Total Expense		25,804,466.13	
Revenues Over/Under Expenses		-21,165,781.35	
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>86,291,210.77</b>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<b><u>86,545,460.84</u></b>



Pharr, TX

# Income Statement Account Summary

For Fiscal: 2025 Period Ending: 05/31/2025

		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	1,521,403.45	2,964,242.52	-2,964,242.52
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	0.00	1,674,442.26	-1,674,442.26
<b>Revenue Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>1,521,403.45</b>	<b>4,638,684.78</b>	<b>-4,638,684.78</b>
<b>Expense</b>						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	470,478.90	1,428,774.11	-1,428,774.11
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	650.00	-650.00
<u>45-52900-8810-004</u>	365 UTILITIES RELOCATION	0.00	0.00	145,658.68	1,645,844.16	-1,645,844.16
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	1,450.00	-1,450.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	30,722.00	84,365.08	-84,365.08
<u>45-52900-8842-001</u>	WET LAND	0.00	0.00	773,847.95	2,160,394.38	-2,160,394.38
<u>45-52900-8844-000</u>	365 CONSTRUCTION FEDERAL	0.00	0.00	-11,731,054.25	5,670,334.06	-5,670,334.06
<u>45-52900-8844-001</u>	365 CONSTRUCTION LOCAL	0.00	0.00	13,694,046.79	13,700,018.62	-13,700,018.62
<u>45-52900-8860-000</u>	365 TOLL SYSTEM	0.00	0.00	610,708.60	1,112,635.72	-1,112,635.72
<b>Expense Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>3,994,408.67</b>	<b>25,804,466.13</b>	<b>-25,804,466.13</b>
<b>Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-2,473,005.22</b>	<b>-21,165,781.35</b>	
<b>Total Surplus (Deficit):</b>		<b>0.00</b>	<b>0.00</b>	<b>-2,473,005.22</b>	<b>-21,165,781.35</b>	



Pharr, TX

# Bank Statement Register

## Pool Investment

Period 5/1/2025 - 5/31/2025

Packet: BRPKT05291

06/17/25

### Bank Statement

### General Ledger

Beginning Balance	86,418,558.30
Plus Debits	1,569,862.44
Less Credits	3,956,597.38
Adjustments	0.00
Ending Balance	84,031,823.36

Account Balance	84,031,823.36
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	84,031,823.36

Statement Ending Balance	84,031,823.36
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
05/31/2025	<a href="#">DEP0105609</a>	Deposit	TO RECORD INTEREST FUND 45	338,536.27
05/31/2025	<a href="#">DEP0105610</a>	Deposit	TO RECORD REIMB #34 TXDOT	1,231,326.17
Total Cleared Deposits (2)				1,569,862.44

### Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/01/2025	<a href="#">DFT0013846</a>	Bank Draft	SICE, INC	-468,407.21
05/01/2025	<a href="#">DFT0013850</a>	Bank Draft	SCHWAB & STROOPE, PLLC	-2,326.50
05/01/2025	<a href="#">DFT0013858</a>	Bank Draft	RABA KISTNER	-4,332.95
05/06/2025	<a href="#">DFT0013851</a>	Bank Draft	TERRACON	-121,378.90
05/07/2025	<a href="#">DFT0013847</a>	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-5,093.00
05/07/2025	<a href="#">DFT0013849</a>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-5,398.50
05/07/2025	<a href="#">DFT0013853</a>	Bank Draft	B2Z ENGINEERING LLC	-36,709.62
05/07/2025	<a href="#">DFT0013854</a>	Bank Draft	B2Z ENGINEERING LLC	-63,471.63
05/09/2025	<a href="#">DFT0013855</a>	Bank Draft	HDR	-124,147.49
05/09/2025	<a href="#">DFT0013856</a>	Bank Draft	HDR	-49,729.25
05/09/2025	<a href="#">DFT0013857</a>	Bank Draft	HDR	-16,160.85
05/20/2025	<a href="#">DFT0013845</a>	Bank Draft	PULICE CONSTRUCTION INC	-1,945,776.17
05/31/2025	<a href="#">DFT0013848</a>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-17,904.00
05/31/2025	<a href="#">DFT0013852</a>	Bank Draft	ATLAS TECHNICAL CONSULTANTS LLC	-16,909.94
05/31/2025	<a href="#">DFT0013859</a>	Bank Draft	C&M ASSOCIATES, INV.	-38,600.00
05/31/2025	<a href="#">DFT0013860</a>	Bank Draft	HIDALGO COUNTY IRRIGATION DISTRICT	-17,216.37
05/31/2025	<a href="#">EFT0006743</a>	EFT	TO RECORD ACH FUND 45 MITIGATION RE	-294,913.82
05/31/2025	<a href="#">EFT0006744</a>	EFT	TO RECORD ACH FUND 45 MITIGATION RE	-245,421.75

Cleared Other

Item Date	Reference	Item Type	Description	Amount
05/31/2025	<a href="#">EFT0006746</a>	EFT	TO RECORD ACH FUND 45 ATSER	-167,000.00
05/31/2025	<a href="#">EFT0006747</a>	EFT	TO RECORD ACH RAIN FOR RENT	-170,040.75
05/31/2025	<a href="#">EFT0006748</a>	EFT	TO RECORD ACH HIDALGO COUNTY DRAIN	-126,158.68
05/31/2025	<a href="#">EFT0006749</a>	EFT	TO RECORD ACH SMARTCOM TELEPHONE	-19,500.00
Total Cleared Other (22)				-3,956,597.38

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>  06/16/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-38 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 17 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. FOR A NO-COST TIME EXTENSION TO PROVIDE SKETCH LEVEL TRAFFIC AND REVENUE STUDY FOR SECTIONS A, C, E, AND F OF THE HIDALGO COUNTY RMA LOOP SYSTEM.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of SA1 to WA No. 17
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes      No    N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-38 – Consideration and approval of Supplemental Number 1 to Work Authorization Number 17 to the Professional Services Agreement with C&M Associates, Inc. for a no-cost time extension to provide Sketch Level Traffic and Revenue Study for Sections A, C, E, and F of the Hidalgo County RMA Loop System, 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
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:   X   Approved      Disapproved      None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC

- ☐ CMT Service
- ☐ Environmental
- ☒ Engineering **C&M Associates, Inc**
- ☐ Geo-Technical
- ☐ Surveying
- ☐ ROW

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2025 - 38

Work Authorization # 17 Supplemental # 1

Amount \$ 0.00

### Approved Work Authorizations:

Resolution No.	Description	Amount
2017-59	WA No. 1	\$ 18,173.08
2017-88	WA No. 2	\$ 10,096.16
2017-96	WA No. 2 SA No. 1	\$ 18,375.00
2018-03	WA No. 2 SA No. 2	\$ 18,375.00
2018-23	WA No. 3 T&R w/TxDOT PP Procedures	\$ 35,019.23
<b>Subtotal from Cont. Page</b>		<b>\$ 1,027,142.73</b>
Total Approved WA		<b>\$ 1,127,181.20</b>

Proposed Work Authorization and/or Supplemental

2025-38 SA 1 WA No. 17 **\$ 0.00**

### Goal and Options:

Consideration and approval of SA No. 1 to Work Authorization Number 17 for a No-Cost Time extension to provide Sketch Level Traffic and Revenue Study for Sections A, C, E, & F of the Hidalgo County RMA Loop System.

**Staff is recommending approval of this request in the amount of \$ 0.00**  
**Proposed total approved WA and/or Supplementals \$ 1,127,181.20**

R. Alfaro, Dev. Engineer

Requested By:

Resolution No.	Description	Amount
2018-64	WA No. 4 Traffic and Revenue 2018 & Bringdown	\$ 49,223.08
2018-69	WA No. 5 T&R Analysis Scenario I - 365	\$ 18,375.00
2019-08	WA No. 6 T&R Analysis Scenarios J & K - 365	\$ 17,250.00
2019-22	WA No. 7 IBTC Traffic Projection Update	\$ 15,896.71
2019-35	WA No. 8 Investment Grade T&R Study 365 Toll	\$ 390,634.80
2021-32	WA No. 9 T&R Bringdown Letter - 365 Toll	\$ 35,598.24
2021-71	WA No. 10 T&R Bringdown Letter Update - 365 Toll	\$ 96,952.04
2021-79	WA No. 11 T&R Bringdown Letter Update- 365 Toll	\$ 18,796.82
2022-33	WA No. 12 IBTC MEGA Grant Modeling Support	\$ 40,220.04
2023-32	WA No. 13 IBTC MEGA Grant Traffic Projections	\$ 69,205.00
2023-37	WA No. 14	\$ 74,268.00
2024-09	WA No. 15 - Update Bring Down Ltr	\$ 12,705.00
2024-09	WA No. 16 - GEC Support for 365 Toll Project	\$ 90,000.00
2025-12	WA No. 17 - Sketch Level T&R	\$ 98,018.00
2025-16	SA 1 to WA 15 No Cost Time Ext.	\$ 0.00
2025-17	SA 1 WA No. 16 No Cost Time Ext.	\$ 0.00

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Subtotal \$ 1,027,142.73

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD  
RESOLUTION No. 2025-38

**CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 17 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. FOR A NO-COST TIME EXTENSION TO PROVIDE SKETCH LEVEL TRAFFIC AND REVENUE STUDY FOR SECTIONS A, C, E, & F OF THE HIDALGO COUNTY RMA LOOP SYSTEM**

THIS RESOLUTION is adopted this 24th day of June 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, the Authority approved Resolution 2017-59 - Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 - Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 - Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 - Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 - Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project - Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TOM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of \$35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of \$96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$96,952.04 for a revised maximum payable amount of \$723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 - Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of \$18,796.82; and

WEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 - Approval of Contract Amendment Number 12 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 11 in the amount of \$18,796.82 for a revised maximum payable amount of \$742,765.16; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 - Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of \$40,220.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 - Consideration and Approval of Contract Amendment Number 13 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of \$40,220.04 for a revised maximum payable amount of \$782,985.20; and

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

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

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

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

WHEREAS, on February 27, 2024, the Authority approved Resolution 2024-09 Consideration and Approval of Work Authorization Number 15 and 16 to the Professional Service Agreement with C&M Associates, Inc. to respectively, provide an updated traffic and revenue bringdown letter for \$12,705 and general engineering consultant support for \$90,000 for the 365 Tollway Project in the total amount of \$102,705.00; and

WHEREAS, on February 25, 2025 the Authority approved Resolution 2025-12 Consideration and Approval of Work Authorization Number 17 to the Professional Service Agreement with C&M Associates, Inc. to provide Sketch Level Toll Revenue study for sections A, C, E, & F of the Hidalgo County Regional Mobility Authority Strategic Plan in the amount of \$98,018.00; and

WHEREAS, on February 25, 2025 the Authority approved Resolution 2025-11 Consideration and Approval of Contract Amendment Number 18 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 17 in the amount of \$98,018.00 for a revised maximum payable amount of \$1,127,181.20; and

WHEREAS, on March 25, 2025 the Authority 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 an Updated Bring Down Letter for the 365 Tollway Project; and

WHEREAS, on March 25, 2025 the Authority 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; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-38 Consideration and Approval of Supplemental Number 1 to Work Authorization Number 17 to the Professional Service Agreement with C&M Associates, Inc. for a No-Cost Time extension to provide Sketch Level Traffic and Revenue Study for Sections A, C, E, & F of the Hidalgo Conty RMA Loop System.

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

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

Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 17 to the Professional Services Agreement with C&M Associates, Inc., for a no-cost time extension, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization Number 17 to the Professional Services Agreement with C&M Associates as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

## **EXHIBIT "A"**

Supplemental Number 1 To  
Work Authorization Number 17 To  
Professional Service Agreement C&M Associates, Inc.  
For  
Sketch Level Traffic and Revenue Study for  
Sections A, C, E, and F of the Hidalgo County  
RMA Loop System

**ATTACHMENT D-2**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1  
WORK AUTHORIZATION NO. 17**

**TO PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of the of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

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

**Article II Agreement Period**

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2025.

This Supplemental Agreement No. 1 to Work Authorization Number 17 shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 17 not hereby amended are to remain in full force and effect.

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

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
Carlos M. Contreras  
\_\_\_\_\_  
(Printed Name)  
President  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

Item 3E

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  3E    
 6/16/2025   
 6/24/2025 

1. Agenda Item: **RESOLUTION 2025-39 – CONSIDERATION AND APPROVAL OF FINAL RECONCILIATION AND CLOSE OUT OF THE CONSTRUCTION CONTRACT WITH MITRES SERVICES, LLC. FOR THE GRANJENO WETLAND MITIGATION SITE PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Approval of Resolution 2025-39 for Final Reconciliation and Close Out.
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 2025-39 – Consideration and Approval of final reconciliation and close out of the Construction Contract with MitRes Services, LLC, for the Granjeno Wetland Mitigation Site 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    None
12. Executive Director's Recommendation:   X   Approved    Disapproved    None



**TO:** Pilar Rodriguez, P.E.

**FROM:** Ramon Navarro IV, P.E.

**DATE:** June 17, 2025

**RE:** Summary of Agenda Item – Resolution 2025-39

**SUBJECT:** Final Reconciliation and Close Out of Construction Contract with MitRes Services, LLC for the Granjeno Wetland Mitigation Site Project

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## **Background**

The Hidalgo County Regional Mobility Authority (HCRMA), in accordance with Chapter 370 of the Texas Transportation Code, developed the 365 Toll Project, which required compensatory wetland mitigation as part of environmental compliance. As a result, the Authority undertook the Granjeno Wetland Mitigation Site Project under the terms of U.S. Army Corps of Engineers Individual Permit No. SWG-2013-00175.

To satisfy permit conditions, HCRMA entered into a conservation easement agreement with the Valley Land Fund Inc., ensuring long-term protection of the mitigation site.

## **Procurement and Contract Award**

The original procurement process began in November 2023 and was re-advertised in February 2024 following a plan error. A final sealed bid from MitRes Services, LLC in the amount of \$5,850,993.87 was opened on March 26, 2024, and formally awarded under Resolution 2024-32 on June 25, 2024. TxDOT confirmed no federal or state funding was involved, thus waiving the need for their concurrence.

## **Contract Adjustments**

Two change orders were approved during the contract:

- Change Order No. 1 (January 24, 2025)  
Deducted \$187,915.96, adjusting the total contract value to \$5,663,077.91.
- Change Order No. 2 (May 27, 2025)  
Added \$47,870.00, resulting in a final contract value of \$5,710,947.91.

## **Current Action**

Resolution 2025-39 calls for the final reconciliation and close out of the construction agreement with MitRes Services, LLC. This resolution authorizes the Executive Director to execute all necessary close out documentation and ensures formal conclusion of the construction phase of the Granjeno Wetland Mitigation Site Project.

## **Recommendation**

Approval of Resolution 2025-39 is recommended to formally finalize all contractual obligations and conclude project administration with MitRes Services, LLC.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD  
RESOLUTION 2025-39

**CONSIDERATION AND APPROVAL OF FINAL RECONCILIATION AND  
CLOSE OUT TO THE CONSTRUCTION CONTRACT WITH MITRES  
SERVICES, LLC. FOR THE GRANJENO WETLAND MITIGATION SITE  
PROJECT**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June, 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, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the development of the 365 Toll project (the "Project");

WHEREAS, the Project was environmentally cleared in 2015;

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on March 26, 2024, the Authority opened and read into the record one (1) formal sealed, electronic bids for the Project from: (i) MitRes Services, LLC. in amount of \$5, 850,993.87 for construction of the Project; and

WHEREAS, pursuant to the Act; HCRMA Staff and GEC (HDR) reviewed proposals; and the Board approved award of contract to MitRes Services, LLC. contingent to partnering agency's concurrence in the amount of \$5,850,993.87 for construction of the Project;

WHEREAS, on May 29, 2024, TxDOT recognized that the subject project is fully funded by bond proceeds issued by HCRMA; no state of federal dollars are being used for this construction. Therefore, TxDOT is not required to provide concurrence to HCRMA for the award of this procurement; and,

THEREFORE, on June 25, 2024, pursuant to the Act the Authority approved Resolution 2024-32 awarding the construction contract to MitRes Services, LLC. in the amount of \$5,850,993.87 for construction of the Project; and

WHEREAS, on January 24, 2025 the Authority approved Resolution 2025-03 Consideration and approval of Change Order Number 1 to contract with MitRes Services, LLC, for the Granjeno Wetland Mitigation Site Project for a deduct of (\$187,915.96) revising the maximum amount payable to \$5,663,077.91; and

WHEREAS, on May 27, 2025 the Authority approved Resolution 2025-35 Consideration and approval of Change Order Number 2 to contract with MitRes Services, LLC, for the Granjeno Wetland Mitigation Site Project to increase the maximum amount payable by \$47,870.00 revising the maximum amount payable to \$5,710,947.91; and

WHEREAS, the Authority finds it necessary to approve Resolution 2025-39 – Consideration and Approval of final reconciliation and close out to the Construction agreement with MitRes Services, LLC for the Granjeno Wetland Mitigation Site Project.

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

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

Section 2. The Board hereby approves final reconciliation and close out to the Construction agreement for the Granjeno Wetland Mitigation Project awarded to MitRes Services, LLC., hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Final Close out.

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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 24<sup>th</sup> day of June, 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Final Reconciliation and Close Out  
to the Contract

with

MitRes Services, LLC

And

Hidalgo County Regional Mobility Authority

for the Granjeno

Wetland Mitigation Site Project



June 11, 2025

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

SUBJECT: Granjeno Wetland Mitigation Site Project: Final Completion Walk-Through

Dear Mr. Navarro,

This letter serves as formal notice of HDR Engineering, Inc.'s (HDR) summary of the MitRes Services, LLC (MitRes) final walk-through of the Granjeno Wetland Mitigation Site project conducted on June 3, 2025.

**Groundwater Well and Pumping System** – The groundwater well and pumping system is operating within acceptable parameters and able to deliver water to the wetland site. AEP's power delivery system encountered issues that required repairs to their infrastructure. AEP provided the HCRMA team an e-mail documenting these issues. The well completed full development on March 26, 2025, and AEP resolved their power supply on May 21, 2025.

The groundwater well site was observed to be finished with final aggregate, concrete pads, enclosure box with control panel, fence, fence gate, and security pad locks. We have material testing reports from B2Z with passing results.

MitRes has provided equipment documentation with manufacturer information (model number, warranty information, etc.). HDR is compiling an operation and maintenance manual for HCRMA's consideration.

**Wetland Area** – The site received an estimated 9 inches of water in a 24-hour period or less due to the rain event on March 26, 2025 - March 27, 2025. This impacted the survivability of some plants on the north side of the site. MitRes purchased additional plants and provided additional seeding to revegetate the site and replace the non-surviving plants on May 29, 2025.

Discharge butterfly valves and water delivery gate valves were observed to operate properly with water flowing during the groundwater well operation.

Sprinklers are recommended to stay in place to improve plant survivability since the project is near the official summer season.

In summary, MitRes has encountered project challenges and worked with the HCRMA to overcome the challenges and complete the Granjeno Wetland Mitigation Site project. HDR recommends that HCRMA consider proceeding with final payment with MitRes.

Sincerely,  
HDR Engineering, Inc.

Samuel Saldivar, Jr, PE  
*Civil Program Leader*

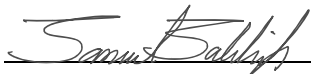
## NOTICE OF ACCEPTABILITY OF WORK

Owner:	Hidalgo County Regional Mobility Authority	Owner's Project No.:	01C602401GC
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10334419
Contractor:	MitRes Services, LLC	Contractor's Project No.:	
Project:	Granjeno Wetland Mitigation Site		
Contract:	Granjeno Wetland Mitigation Site		
Notice Date:	June 10, 2025	Effective Date of the Construction Contract:	Sept. 9, 2024

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of Work Authorization 5 between Owner (Authority) and Engineer (GEC - HDR Engineering, Inc.) for Professional Services dated January 7, 2022. This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature):   
Name (printed): Samuel Saldivar, Jr, PE  
Title: Civil Program Leader

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

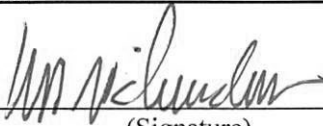
**J&S Water Wells** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeño Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.

**J&S Water Wells**

By:

  
(Signature)

Name:

MONTE D. RICHARDSON  
(Printed or Typed)

Title:

CEO/PRESIDENT  
(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Skyco, LLC** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeño Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.

**Skyco, LLC**

By:

  
(Signature)

Name:

Skyler Schultz  
(Printed or Typed)

Title:

Owner  
(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Novus Electrical Systems, LLC** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeno Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.

**Novus Electrical Systems, LLC**

By:



(Signature)

Name:

Ronald Holland

(Printed or Typed)

Title:

Owner

(Printed or Typed)

**RELEASE FOR FINAL PAYMENT FOR SUBCONTRACTOR/SUPPLIER**

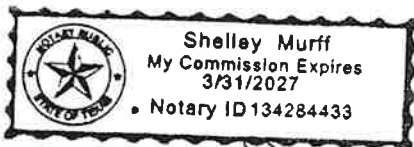
THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**Whitaker Plumbing, Inc.** (hereinafter "Subcontractor/Supplier")/Subcontractor/Supplier hereby acknowledges and certifies that payment has been made in full by MitRes Services. Subcontractor/Supplier will have no claims, except for unpaid retainage, against **MitRes Services, LLC** (hereinafter "Contractor") or Hidalgo County Regional Mobility Authority for or arising out of the **Granjeño Wetland Mitigation Site** or the work, labor, services, material, and equipment performed and provided under the Subcontract dated May 29, 2025 between Subcontractor/Supplier and Contractor for the Improvements (the "Work") performed through the entirety of the Granjeno Wetland Project.

In consideration for such payment, Subcontractor/Supplier on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, and on behalf of any other persons claiming by, through or under Subcontractor/Supplier does hereby waive, release, and relinquish its rights to and discharge, release and acquit Hidalgo County Regional Mobility Authority, its agents, representatives, attorneys, successors, insurers and assigns, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any right of payment, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the Improvements and Work for which such payment has been and is made. **Furthermore, Subcontractor/Supplier agrees to indemnify and hold harmless Hidalgo County Regional Mobility Authority and the other entities released by Subcontractor/Supplier above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against Hidalgo County Regional Mobility Authority or other released entity a claim under assignment or title derivative from Subcontractor/Supplier and in connection with any claims made with or relating to Subcontractor/Supplier's provision of labor, materials and/or service for the Improvements or the Work.**

EXECUTED this 5<sup>th</sup> day of June, 2025.



*Shelley Murff*

**Whitaker Plumbing, Inc.**

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Printed or Typed)

Title: \_\_\_\_\_

(Printed or Typed)

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Item 3F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  3F    
 06/18/25   
 06/24/25 

1. Agenda Item: **RESOLUTION 2025-40 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATSER, LP TO ADD LABOR RATES TO THE FEE SCHEDULE.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of CA1 to the PSA with Atser, LP.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes    No    N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-40 – Consideration and Approval Contract Amendment on Number 1 to the Professional Service agreement with Atser, LP, to add labor rates to the fee schedule, 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
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:   X   Approved    Disapproved    None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-40

**CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 1 TO THE TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATSER, LP TO ADD LABOR RATES TO THE FEE SCHEDULE**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June 2025, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024 the Authority received responses to the Solicitation; and,

WHEREAS, on July 9, 2024, the Board approved Resolutionv2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments.;

THEREFORE, for Board's consideration and approval is, the award of contract by and between the Atser, LP., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of \$167,000; and,

WHEREAS, on February 25, 2025 the Authority approved Resolution 2025-10 – Consideration and approval of Work Authorization Number 1 to the Professional Services Agreement with Atser, LP., for the Initial Phase I Strategic Approach Report to TxDOT for the 365 Tollway Project in the amount of \$167,000.00.

WHEREAS, the Authority finds it necessary to approve Resolution 2025-40 – Consideration and approval of Contract Amendment Number 1 to the Professional Services Agreement with Atser, LP. to add labor rates to the fee schedule.

\* \* \* \* \*

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

- Section 1.       The recital clauses are incorporated in the text of this Resolution as if fully  
                      restated.
- Section 2.       The Board hereby approves Contract Amendment Number 1 to the Professional  
                      Service Agreement with Atser, LP for the 365 Tollway Project, hereto attached as  
                      Exhibit A.
- Section 3.       The Board authorizes the Executive Director to execute the Contract Amendment  
                      Number 1 to the Professional Service Agreement with Atser LP.

\* \* \* \* \*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

---

Robert L. Lozano, Chairman

---

Juan Carlos Del Angel, Secretary/Treasurer

## EXHIBIT A

Contract Amendment Number 1  
to the Professional Service Agreement  
with Atser, LP  
for the 365 Tollway Project

**CONTRACT AMENDMENT NO. 1**  
**TO PROFESSIONAL SERVICES**  
**AGREEMENT FOR SURVEYING SERVICES**

**THIS CONTRACT AMENDMENT NO 1 TO MAIN CONTRACT** is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Construction Materials Testing Lab and Forensic Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atser, LP. (the Engineer).

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

**Article III Compensation**

Attachment E Fee Schedule shall be amended to include addition labor rates in attached Exhibit 2B.

This Contract Amendment No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

**THE SURVEYOR**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Pilar Rodriguez, P.E.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Executive Director

(Title)

(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## Exhibit 2B

**Table 1. Exhibit B2 Fee Schedule Labor, Services Per Quotation Categories and Rates  
Proposed Amendment**

Code	Role	Units	Current Fee
<b>Professional Services</b>			
	Office Engineer	Hrs.	\$205.00
	Document Control Manager	Hrs.	\$159.99
	Laboratory Testing Manager	Hrs.	\$155.00
	Inspector Roadway (with 10 Years Experience )	Hrs.	\$145.00
	Senior Laboratory Technician	Hrs.	\$133.26
	Laboratory Technician	Hrs.	\$95.01
<b>Services Per Quotation</b>			
15200	Onsite Laboratory & Supplies Rental Cost	Mo.	\$53,533.34
15200	Laboratory Testing Equipment Rental Cost	Mo.	\$66,090.71
15200	Labor Supplies Rental Cost	Mo.	\$25,487.24
	Per Diem	Day	\$166.00

**Note(s):**

1. Hourly Personnel with Hours more than 40 hours week will be paid at 1.5 times the invoice rate.

## **ATTACHMENT E**

### **FEE SCHEDULE**

**Hidalgo County Regional Mobility Authority  
365 Toll Project Segments (1&2)  
Project Number (CSJ#) 0921-02-368**

**EXHIBIT B2 – FEE SCHEDULE**

**Labor Rates**

Code	Description	Unit	Current Fee
10100	Principal, P.E.	Hr.	\$250.00
10200	Senior Engineer, P.E. (10 yrs experience)	Hr.	\$205.00
10300	Project Engineer, P.E. or Project Geologist, P.G.	Hr.	\$165.00
10400	Graduate Engineer, Graduate Geologist or Project Manager	Hr.	\$115.00
10500	Technician, NICET IV	Hr.	\$105.00
10600	Technician, NICET III, HMA – II	Hr.	\$100.00
10700	Technician, NICET II, ACI Construction Inspector, HMA – 1A, Logger or both TxDOT Soil SB-101 and SB-102	Hr.	\$90.00
10750	Technician, ACI Field Grade I and TxDOT Soil SB – 102	Hr.	\$78.00
10800	Technician, ACI Field Grade I, TxDOT Soil SB – 101, or SB-102 or HMA – 1B	Hr.	\$65.00
10900	Technician (Non-Certified)	Hr.	\$55.00
11000	Senior Certified Welding Inspector, SCWI or Non Destructive Tester, ACCP Level III	Hr.	\$130.00
11100	Welding Inspector, CWI or Non Destructive Tester, ACCP II	Hr.	\$115.00
11200	Associate Welding Inspector CAWI	Hr.	\$75.00
11400	Non Destructive Tester, ACCP II with Assistant ( 2 man crew)	Hr.	\$170.00
11500	Administrative Assistant and Clerical Support	Hr.	\$70.00
15000	Vehicle Charge	Hr.	\$12.00
15100	Reimbursable Expenses	Cost	+10%
15200	Services provided by quotation	Cost	+10%

**Aggregates**

Code	Description	Standard	Unit	Current Fee
20100	Sieve Analysis – Coarse Aggregates	C136	Ea.	\$62.00
20200	Sieve Analysis – Fine Aggregates	C136	Ea.	\$62.00
20300	Rel. Density & Absorption – Coarse Aggregates	C127	Ea.	\$92.00
20400	Rel. Density & Absorption – Fine Aggregates	C128	Ea.	\$112.00
20500	Bulk Density & Voids in Aggregate	C29	Ea.	\$43.00
20600	Absorption – Coarse Aggregates	C127	Ea.	\$51.00
20700	Absorption – Fine Aggregates	C128	Ea.	\$51.00
20800	Finer Than 75-um (No. 200) Sieve	C117	Ea.	\$56.00
20900	Organic Impurities in Fine Aggregates	C40	Ea.	\$55.00
21000	L.A Abrasion (Fine and Coarse Aggregate)	C131/535	Ea.	\$236.00
21100	Clay Lumps and Friable Particles	C142	Ea.	\$63.00
21200	Lightweight Particles	C123	Ea.	\$300.00
21300	Sand Equivalent	D2419	Ea.	\$74.00
21400	Na/Mg Sulfate Soundness of Aggregates (5 Cycles)	C88	Ea.	\$400.00
21500	Na/Mg Sulfate Soundness of Aggregates (add'l Cycles)	C88	Ea.	\$231.00

**Hidalgo County Regional Mobility Authority**  
**365 Toll Project Segments (1&2)**  
**Project Number (CSJ#) 0921-02-368**

**Portland Cement Concrete**

Code	Description	Standard	Unit	Current Fee
30050	Mix Design Review	None	Ea.	\$500.00
30100	Compressive Str. Cylinder	C39	Ea.	\$20.00
30200	Flexural Str. Beam	C78	Ea.	\$31.00
30300	Split Tensile Str. (Incl. Prep)	C496	Ea.	\$124.00
30400	Time of Set by Penetration	C403	Ea.	\$362.00
30500	Linear Shrinkage & Thermal Coef (Bar)	C531	Set 3	\$371.00
30600	Length Change of Hydraulic-Cement Mortar and Concrete	C490/ C157	Set 3	\$132.00
30700	Density of Structural Lightweight Concrete	C567	Ea.	\$92.00
30800	Concrete Coring, Minimum Charge	C42	Min	\$600.00
30900	Concrete Coring (4" Diameter to 6" Thickness)	C42	Ea.	\$119.00
31000	Concrete Coring, Additional Thickness (Over 6" to 12")	C42	In	\$11.00
31100	Concrete Coring, Additional Thickness (Over 12")	C42	In	\$14.00
31110	Concrete Coring (6" Diameter to 6" Thickness)	C42	Ea.	\$170.00
31112	Concrete Coring 6" Additional Thickness (Over 6" to 12")	C42	In	\$16.00
31113	Concrete Coring 6" Additional Thickness (Over 12")	C42	In	\$21.00
31200	Preparation of Core, Cap & Test	C42	Ea.	\$89.00
31300	Measuring Length of Core	C42	Ea.	\$30.00
31400	Pachometer Survey (Magnetic Induction)	None	Day	\$103.00
31500	Probe Penetration Test Equipment (Plus Probes)	C803	Day	\$104.00

**HMAC**

Code	Description	Standard	Unit	Current Fee
40100	Mix Design Review	None	Ea.	\$500.00
40200	HMAC Design (In-Place)	None	Ea.	\$2,460.00
40300	Trial Batch (Up to 5 Points) Excludes Testing	None	Ea.	\$1,846.00
40400	Additional Points	None	Ea.	\$266.00
40500	Extraction/Gradation	Tex-210F	Ea.	\$230.00
40600	Specific Gravity	D2041 & Tex-201F	Ea.	\$82.00
40700	HVEEM Stability	Tex-208F	Set	\$108.00
40800	Bulk Density – Lab Molded or Cores	Tex-207F	Set	\$61.00
40900	Bulk Density Core	Tex-207F	Ea.	\$55.00
41000	Molding Specimens	Tex-206F	Set	\$72.00
41100	Maximum Theoretical Specific Gravity	Tex-227F	Ea.	\$103.00
41200	Apparent Specific Gravity	Tex-202F	Ea.	\$77.00
41300	Abson Recovery	Tex-211F	Ea.	\$370.00
41400	Moisture Susceptibility	Tex-531C	Ea.	\$538.00
41500	Penetration	D5	Ea.	\$98.00
41600	Ductility	D113	Ea.	\$130.00
41700	Viscosity	D2170	Ea.	\$108.00
41800	Asphalt Coring, Minimum Charge	None	Min.	\$600.00
41900	Asphalt Coring (4"Dia. to 6" Thickness)	None	Ea	\$106.00

**Hidalgo County Regional Mobility Authority**  
**365 Toll Project Segments (1&2)**  
**Project Number (CSJ#) 0921-02-368**

42000	Asphalt Coring (4"Dia. over 6" Thickness)	None	In	\$10.00
42150	Asphalt Coring (6"Dia. to 6" Thickness)	None	Ea.	\$159.00
42160	Asphalt Coring (6"Dia. over 6" Thickness)	None	In	\$14.00
42200	Measuring Thickness of Asphalt	D3549	Ea.	\$25.00
42300	PMA Extraction/Gradation	D2172	Ea.	\$308.00
42400	PMA Extraction/Gradation	D6307	Ea.	\$191.00
42500	Asphalt Content	D4125	Ea.	\$92.00
42600	Molding Superpave Specimens	Tex-241-F	Set	\$500.00
42700	Hamburg Wheel	Tex-242-F	Ea.	\$1000.00

**Structural Steel**

Code	Description	Standard	Unit	Current Fee
50100	Radiographic Source, Iridium	None	Day	\$139.00
50200	Radiographic Source, Cobalt 60	None	Day	\$161.00
50300	Ultrasonic Equipment	E114	Day	\$103.00
		E273		
		E587		
		E797		
50400	Magnetic Particle Inspection	E709	Day	\$39.00
50500	Skidmore-Wilhelm Tension Indicator	None	Day	\$154.00
50600	Torque Wrench	None	Day	\$57.00
50700	Discontinuity (Holiday) Equipment	None	Day	\$108.00
50800	Dry Film Thickness Equipment (Tooke Gauge)	D4138	Day	\$39.00
50900	Dry Film Thickness Equipment (Magnetic)	D7091	Day	\$39.00

**Masonry**

Code	Description	Standard	Unit	Current Fee
60100	Compressive Strength, Mortar Cubes	C109	Set 6	\$159.00
60200	Compressive Strength, Mortar Cubes	C109	Ea.	\$26.00
60300	Compressive Strength, Mortar or Grout Cylinder	C780/C39	Ea.	\$26.00
60400	Compressive Strength, Grout Prism	C1019	Set 3	\$159.00
60500	Measurement, Brick	C67	Ea.	\$63.00
60600	Compressive Strength Test, Brick	C67	Ea.	\$38.00
60700	Flexural Strength Test, Brick	C67	Ea.	\$49.00
60800	Absorption of Brick, 24 hr.	C67	Ea.	\$82.00
60900	Absorption of Brick, 5 hr.	C67	Ea.	\$81.00
61000	Measurement, CMU	C140	Ea.	\$33.00
61100	Weight, CMU	C140	Ea.	\$92.00
61200	Moisture Content, CMU	C140	Ea.	\$92.00
61300	Compressive Strength, CMU	C140	Ea.	\$150.00
61400	Compressive Strength, CMU Hollow Prism	C1314	Ea.	\$200.00
61500	Compressive Strength, CMU Grouted Prism	C1314	Ea.	\$300.00

**Hidalgo County Regional Mobility Authority**  
**365 Toll Project Segments (1&2)**  
**Project Number (CSJ#) 0921-02-368**

**Fireproofing**

Code	Description	Standard	Unit	Current Fee
70100	Density of SFRM	E605	Ea.	\$43.00
70200	Cohesion/Adhesion of SFRM (Equipment only)	E736	Ea.	\$33.00

**Roofing**

Code	Description	Standard	Unit	Current Fee
80400	Compressive Strength of Lwt. Insulating Concrete	C495	Set 4	\$129.00
80500	Compressive Strength of Lwt. Insulating Concrete	C495	Ea.	\$34.00
80600	Unit Weight of Lwt. Insul. Concrete	C495	Set 2	\$58.00

**Soils**

Code	Description	Standard	Unit	Current Fee
90100	Liquid and Plastic Limits	D4318	Ea.	\$71.00
90200	Moisture Content of Soils by Mass	D2216	Ea.	\$11.00
90300	Moisture Content by Microwave	D4643	Ea.	\$34.00
90400	Sieve Analysis	D422	Ea.	\$65.00
90500	Sieve Analysis w/ Hydrometer	D422	Ea.	\$145.00
90600	Percent Passing #200 Sieve	D1140	Ea.	\$55.00
90700	Specific Gravity	D854	Ea.	\$67.00
90800	pH of Soils	D4972	Ea.	\$20.00
90900	Unconfined Compressive Strength	D2166	Ea.	\$51.00
91100	Unconsolidated-undrained Triaxial Compression	D2850	Ea.	\$72.00
91200	One-Dimension Consolidation	D2435	Ea.	\$450.00
91300	Consolidation, Additional Increment	D2435	Ea.	\$58.00
91400	Dispersive Characteristic by Pinhole Test	D4647	Ea.	\$324.00
91500	Dispersive Characteristic by Crumb Test	D6572	Ea.	\$43.00
91600	Double Hydrometer	D4221	Ea.	\$250.00
91700	Soil Suction – Filter Paper	None	Ea.	\$65.00
91900	California Bearing Ratio	D1883	Ea.	\$243.00
92000	Soil Shrinkage Factors by Mercury Method	D427	Ea.	\$72.00
92100	Soil Shrinkage Factors by Wax Method	D4943	Ea.	\$86.00
92200	One-Dimensional Swell, Cohesive Soil	D4546	Ea.	\$350.00
92300	OMD Standard Compaction	D698	Ea.	\$231.00
92400	OMD Modified Compaction	D1557	Ea.	\$247.00
92500	Max. & Min. Density – Sand	D4253 D4254	Ea.	\$300.00
92600	Percent Solids in Lime Slurry	None	Ea.	\$49.00
92700	Optimum Lime Content – pH Method	D6276	Ea.	\$266.00
92800	Optimum Lime Content – PI Method	None	Ea.	\$274.00
94100	Cement Sand Compressive Strength	D1633	Ea.	\$81.00
94200	Cement Content of Soil-Cement	D806	Ea.	\$354.00
94300	Sieve Analysis - Base Material	C136	Ea.	\$108.00
94400	Compressive Strength Treated Base	Tex-120E	Ea.	\$292.00

**Hidalgo County Regional Mobility Authority  
365 Toll Project Segments (1&2)  
Project Number (CSJ#) 0921-02-368**

94500	OMD Standard Compaction, Treated	D698	Ea.	\$256.00
94600	OMD Modified Compaction, Treated	D1557	Ea.	\$271.00
95100	Nuclear Density Gauge	D6938	Hr.	\$12.00

**Slip-Lining and Manhole Repair**

Code	Description	Standard	Unit	Current Fee
100200	Coring and Strength of Gunite Panel	C42/C39	Core	\$137.86

**Subsurface Exploration  
(Geotechnical Drilling)**

Code	Description	Standard	Unit	Current Fee
110010	Soil Boring, Intermittent 3-in. dia. (0 to 50')	None	Ft	\$23.00
110020	Soil Boring, Intermittent 3-in. dia. (50' to 100')	None	Ft	\$25.00
110030	Soil Boring, Continuous 3-in. (0 to 20')	None	Ft	\$25.00
110031	Soil Boring, Continuous 3-in. (20' to 50')	None	Ft	\$30.00
110032	Soil Boring, Continuous 3-in. (50' to 100')	None	Ft	\$40.00
110040	Soil Boring over 100' (Surcharge)	None	Ft	\$10.00
110050	Wash Boring	None	Ft.	\$14.00
111060	Auger Boring	None	Ft.	\$13.00
110070	Undisturbed/Split-Spoon in Wash/Auger	None	Ea.	\$45.00
110071	Piezometer Installation	None	Ft.	\$24.00
110072	Piezometer Abandonment	None	Ft.	\$20.00
110080	Grouting of Completed Boring	None	Ft.	\$12.00
110090	ATV Surcharge	None	Ft.	\$10.00
110100	Minimum Charge for the Exploration (to be used if charges are less than \$1000.00)	None	LS	\$1000.00
110110	Mobilization/Demobilization	None	LS	\$700.00
110120	TDH Cone Penetration Test	None	Ea.	\$31.00
110130	ATV Mobilization Surcharge	None	LS	\$250.00
110140	Portable Drilling Rig Operation (Crew of two)	None	Hr	\$300.00
110150	Standby (Crew of two)	None	Hr	\$300.00
110160	Daily Mobilization (Crew)	None	Day	\$500.00

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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>  06/18/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-33 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATSER, LP TO PROVIDE A LEVEE CERTIFICATION REPORT FOR THE IBWC AS PART OF THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of WA 2 to the PSA with Atser, LP.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes      No   N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-33 – Consideration and Approval Work Authorization Number 2 to the Professional Service agreement with Atser, LP, to provide a levee certification report for the IBWC as part of 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
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:   X   Approved      Disapproved      None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC

- ☒ CMT Service **ATSER, LP**
- ☐ Environmental
- ☐ Engineering
- ☐ Geo-Technical
- ☐ Surveying
- ☐ ROW

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2025 - 33

Work Authorization # 2 Supplemental # \_\_\_\_\_

Amount \$ 67,149.65

### Approved Work Authorizations:

Resolution No.	Description	Amount
2025-10	WA No. 1	\$ 167,000.00

**Subtotal from Cont. Page** \$ 0.00

**Total Approved WA** **\$ 167,000.00**

Proposed Work Authorization and/or Supplemental

2025-33      WA No. 2      **\$ 67,149.65**

### Goal and Options:

Levee Certification Verification and Testing

**Staff is recommending approval of this request in the amount of \$ 67,149.65**  
**Proposed total approved WA and/or Supplementals \$ 234,149.65**

Ramon Navarro, P.E.

Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-33

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATSER, LP TO PROVIDE LEVEE CERTIFICATION REPORT FOR THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024 the Authority received responses to the Solicitation; and,

WHEREAS, on July 9, 2024, the Board approved Resolution 2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments.; and

WHEREAS, on February 25, 2025 the Authority approved Resolution 2025-10 – Consideration and approval of Work Authorization Number 1 to the Professional Services Agreement with Atser, LP for the Initial Phase I Strategic Approach Report to TxDOT for the 365 Tollway Project in the amount of \$167,000.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2025-33 – Consideration and approval of Work Authorization Number 2 to the Professional Services Agreement with Atser, LP to provide Levee Certification Report for the 365 Tollway Project in the amount of \$67,149.65.

\* \* \* \* \*

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization Number 2 to the Professional Service Agreement with Atser, LP to provide Levee Certification Report for the 365 Tollway Project, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 2 to the Professional Service Agreement with Atser LP, to provide Construction Material Testing services to the Hidalgo County Regional Mobility Authority.

\* \* \* \* \*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

## EXHIBIT A

Work Authorization Number 2  
to the Professional Service Agreement  
with Atser, LP  
for the 365 Tollway Project

## ATTACHMENT D-1

### WORK AUTHORIZATION NO. 2 AGREEMENT FOR ENGINEERING SERVICES

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

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

**PART II.** The maximum amount payable under this Work Authorization is \$67,149.65 and the method of payment is Unit cost/Specified rate as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/30/2025 , unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

#### THE ENGINEER

\_\_\_\_\_  
(Signature)  
  
David Frederick Martinez Ph D., P.E.  
\_\_\_\_\_  
(Printed Name)  
Chief Executive Officer  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

#### THE AUTHORITY

\_\_\_\_\_  
(Signature)  
  
Pilar Rodriguez  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

#### LIST OF EXHIBITS

Exhibit B	Services to be provided by the Engineer
Exhibit D	Fee Schedule/Budget

**EXHIBIT B**  
**SCOPE OF SERVICES**

**Project:** Hidalgo County 365 Tollway - Levee

**Date:** June 19, 2025

**Subject:** Levee Design and Testing

**Description:** Levee Design Criteria and Testing Verification

**Estimate of cost:** \$67,149.65

**Project Scope:** To provide a Professional Engineer (P.E.) signed and sealed certification report verifying that the levee system meets the requirements of the U.S. Army Corps of Engineers (COE). The following tasks will be completed:

2. Determine if Required Slope are Feasible and within ROW
3. Gather Field Information (Terrain Files)
4. Review Design Calculations for Compliance with COE and IBWC
5. Review of Geotechnical Report
6. Coordinate with COE
7. Review the Testing and Provide Testing Work Plan to Verify Compliance
8. Perform Construction Materials Testing
9. Redesign (If Necessary)
10. Oversee CMT Testing (Soil testing)
11. Redesign Levee to Determine if All Criteria was Satisfied
12. Submit Certification

**Inclusions:**

1. Normal Work Week - Day Shift: Monday – Friday: 7:00 am to 5:00 pm (10 hrs.)

**Exclusions:**

The levee requires certain corrections and completion of testing before a certification letter can be issued, contingent upon successful test results. Our plan was to conduct this testing through the accredited laboratory we intended to establish on-site. At this stage, all findings and testing criteria have been defined; we are currently awaiting the necessary approvals to proceed with the final steps of the process.

**PRICE PROPOSAL**

<b>Role</b>	<b>Estimated Work Hours</b>	<b>\$, Unite Rate, Per Hour</b>	<b>Total Cost</b>
Principal, P.E.	195	\$250.00	\$48,750.00
Document Control Manager	35	\$159.99	\$5,599.65
Administrative Assistant	80	\$70.00	\$5,600.00
Field Technician	80	\$90.00	\$7,200.00
<b>Totals</b>			<b>\$67,149.65</b>

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Item 4B

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS  
PLANNING COMMITTEE  
FINANCE COMMITTEE  
TECHNICAL COMMITTEE

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

AGENDA ITEM  
DATE SUBMITTED  
MEETING DATE

  4B    
 06/18/25   
 06/24/25 

1. Agenda Item: **RESOLUTION 2025-34 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATSER, LP TO PROVIDE IRRIGATION PIPE PRESSURE TESTING AS PART OF THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of WA 3 to the PSA with Atser, LP.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes    No    N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-34 – Consideration and Approval Work Authorization Number 3 to the Professional Service agreement with Atser, LP, to provide irrigation pipe pressure testing as part of 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
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:   X   Approved    Disapproved    None

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Item 4C

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    4C    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>    06/18/25    </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>    06/24/25    </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-35 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ATSER, LP TO INCREASE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 2 AND WORK AUTHORIZATION NUMBER 3.**
2. Nature of Request: (Brief Overview) Attachments:     X     Yes        No  
Consideration and Approval of CA 2 to the PSA with Atser, LP.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:     X     Yes        No     N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-35 – Consideration and Approval Contract Amendment Number 2 to the Professional Service agreement with Atser, LP, to increase maximum payable amount for Work Authorization Number 2 and Work Authorization Number 3, 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
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:     X     Approved        Disapproved        None



☒ CMT Services **ATSER, LP**

☐ Environmental

☐ Engineering

☐ Geo-Technical

☐ Surveying

## CONTRACT AMENDMENT SUMMARY

RESOLUTION 2025-35

Original Contract Amount \$ 167,000

Amendment # 2

Amount \$ 67,149.65

### Approved Amendments:

Resolution No.	Description	Amount
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Subtotal from Cont. Page	<u>\$ 0.00</u>
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Contract Amount	<b>\$ 0.00</b>
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Proposed Amendment

2025-35	CA No. 2	<b>\$ 67,149.65</b>
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### Goal and Options:

Increase Maximum Amount Payable for Work Authorization Number 2.

**Staff is recommending approval of this request in the amount of \$ 67,149.65  
for a Revised Maximum Payable Amount of \$ 67,149.65**

R. Navarro, Const Eng

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-35

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATSER, LP TO PROVIDE LEVEE CERTIFICATION REPORT FOR THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024 the Authority received responses to the Solicitation; and,

WHEREAS, on July 9, 2024, the Board approved Resolution 2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments.; and

WHEREAS, on February 25, 2025 the Authority approved Resolution 2025-10 – Consideration and approval of Work Authorization Number 1 to the Professional Services Agreement with Atser, LP for the Initial Phase I Strategic Approach Report to TxDOT for the 365 Tollway Project in the amount of \$167,000.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2025-35 – Consideration and approval of Contract Amendment Number 2 to the Professional Services Agreement with Atser, LP to increase the maximum amount payable from \$167,000.00 to \$234,149.65 for a total increase of \$67,149.65 for Work Authorization No. 2.

\* \* \* \* \*

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment Number 2 to the Professional Service Agreement with Atser, LP to increase the maximum amount payable for Work Authorization Number 2.
- Section 3. The Board authorizes the Executive Director to execute the Contract Amendment Number 2 to the Professional Service Agreement with Atser LP, to provide Construction Material Testing services to the Hidalgo County Regional Mobility Authority.

\* \* \* \* \*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

---

Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

## EXHIBIT A

Contract Amendment Number 2  
to the Professional Service Agreement  
with Atser, LP  
for the 365 Tollway Project

**ATTACHMENT D-3**

**CONTRACT AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES  
AGREEMENT FOR ENGINEERING/DESIGN SERVICES**

**THIS CONTRACT AMENDMENT NO 2 TO MAIN CONTRACT** is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Construction Materials Testing Lab and Forensic Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atser, LP. (the Engineer).

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

**Article III Compensation**

Article III 3.1 Maximum amount payable shall be amended to increase the maximum amount payable under this contract from \$167,00.00 to \$234,149.65 for a total increase of \$67,149.65 for Work Authorization No. 2 for Construction Materials Testing Lab and Forensic Testing.

This Contract Amendment No. 2 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
David Frederick Martinez Ph D, P.E.  
\_\_\_\_\_  
Chief Executive Officer  
(Title)  
\_\_\_\_\_  
(Date)

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, P.E.  
\_\_\_\_\_  
Executive Director  
(Title)  
\_\_\_\_\_  
(Date)

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Item 4D

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/17/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1.! Agenda Item: **RESOLUTION 2025-41 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ALLIANCE GEOTECHNICAL GROUP, INC TO PROVIDE DRILLED SHAFTS TESTING AS PART OF THE 365 TOLLWAY PROJECT.**

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

Consideration and Approval of WA 1 to the PSA with AGG, Inc.

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

4. Budgeted:   X   Yes      No    N/A

5.! Staff Recommendation: **Motion to Approve Resolution 2025-41 – Consideration and Approval Work Authorization Number 1 to the Professional Service agreement with Alliance Geotechnical Group, Inc. to provide Drilled Shafts testing as part of 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

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



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC



CMT Service **Alliance Geotechnical Group, Inc.**



Environmental



Engineering



Geo-Technical



Surveying



ROW

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2025 - 41

Work Authorization # 1 Supplemental # \_\_\_\_\_

Amount \$ 852,318.00

### Approved Work Authorizations:

Resolution No.	Description	Amount
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<b>Subtotal from Cont. Page</b>	<b>\$ 0.00</b>
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<b>Total Approved WA</b>	<b>\$ 0.00</b>
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Proposed Work Authorization and/or Supplemental

2025-41	WA No. 1 Drilled Shaft testing 365 Toll Project	<b>\$ 852,318.00</b>
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### Goal and Options:

Approval of WA 1 for the drilled shafts forensic testing for the 365 Toll Project.

**Staff is recommending approval of this request in the amount of \$ 852,318.00**  
**Proposed total approved WA and/or Supplementals \$ 852,318.00**

Ruben Alfaro, P.E.

Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-41

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE GEOTECHNICAL GROUP, INC. TO PROVIDE DRILLED SHAFTS TESTING AS PART OF THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted on this 24<sup>th</sup> day of June 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024, the Authority received responses to the Solicitation; and

WHEREAS, on July 9, 2024, the Board approved Resolution 2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments, and enter into contract with each firm; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-41 Consideration and approval of work authorization number 1 to the professional services agreement with Alliance Geotechnical Group, Inc. to provide Drilled Shafts testing as part of the 365 tollway project in the amount of 852,318.00;

\* \* \* \* \*

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreement with Alliance Geotechnical Group, Inc. to provide Drilled Shafts testing as part of the 365 Tollway Project, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 to the Professional Service Agreement with Alliance Geotechnical Group, Inc. to provide Drilled Shafts testing to the Hidalgo County Regional Mobility Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

## EXHIBIT A

Work Authorization Number 1  
to the Professional Service Agreement  
with Alliance Geotechnical Group, Inc.  
for the 365 Tollway Project

## ATTACHMENT D-1

### WORK AUTHORIZATION NO. 1 AGREEMENT FOR ENGINEERING SERVICES

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Alliance Geotechnical Group, Inc (the Engineer).

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

**PART II.** The maximum amount payable under this Work Authorization is \$852,318.00 and the method of payment is Unit cost/Specified rate as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/30/2025 , unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

#### THE ENGINEER

\_\_\_\_\_  
(Signature)  
  
Robert P. Nance  
\_\_\_\_\_  
(Printed Name)  
President  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

#### THE AUTHORITY

\_\_\_\_\_  
(Signature)  
  
Pilar Rodriguez  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

#### LIST OF EXHIBITS

Exhibit B	Services to be provided by the Engineer
Exhibit D	Fee Schedule/Budget



June 3, 2025  
Proposal No.: P24-0737C

Ramon Navarro  
Hidalgo County Regional Mobility Authority  
203 W. Newcombe Ave  
Pharr, TX 78577

**Subject:     Budgetary Estimate for Verification of Non-Certified Drilled Shafts  
                 Hidalgo County 365 Tollway  
                 Hidalgo County, TX**

Dear Mr. Navarro

Alliance Geotechnical Group (Alliance) is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand we have been selected based on the Professional Services Procurement Act.

AGG's scope of service is based on and in collaboration with the ATSER Forensic Engineering Work Plan dated March 25, 2025, for Engineering Approach Phase 5 Drilled Shafts Compliance Investigation for post-construction sampling and testing verification. AGG has prepared and attached an Anticipated Work Plan and Anticipated Budget for Testing Services for your review.

#### **ANTICIPATED WORK PLAN**

➤ **Initial Site Reconnaissance**

AGG visited the site on October 4, at HCRMA's request, to discuss strategic approaches for verification testing. Ideas and views on testing methodology. AGG (3) attendees were a Senior Project Engineer, a Senior Project Manager, and a Staff Engineer.

➤ **Drilled Shafts**

1. Review plans and specifications for the Drilled Shafts.
2. Perform Sonic Echo / Impulse Response (SEIR) testing and concrete coring on about 30% of the 118 non-compliant Drilled Shafts (Total 36) from "Hi Line Road", "Anaya Road", "Drain/Ditch Canal", "Dicker Road", "Thomas & I Road", and "Jackson Road". The selection of the drilled shafts to be tested will ultimately be determined based on HCRMA's request.
3. Perform Sonic Echo / Impulse Response (SEIR) testing and concrete coring on about 30% of the 50 non-compliant Drilled Shafts (Total 15) from the "Floodway Bridge Area".
4. Perform Non-Destructive Evaluation via SEIR testing to verify the shaft's integrity (cracks, necks, soil intrusions, voids, and bulbs).

5. AGG will contact Texas 811 and the Local City Water Departments to have underground utilities located before beginning field activities.
6. A 3.5-ton mini excavator will be used to dig a 5'x5'x4' test pit adjacent to the tested drilled shafts for SEIR testing and/or coring. These test pits will be coned off with caution tapes and will be backfilled upon analysis completion.
7. Prepare reports daily after field testing.
8. Perform destructive testing (concrete coring) to verify the concrete strength of the shafts.
9. Deliverables:
  - Identify each non-compliant shaft inspected.
  - Report SEIR analysis for each tested drilled shaft.
  - Report compressive strength test results for each concrete core.
  - Photo documentation of each shaft.
  - Final report discussing the testing and evaluation of the non-compliant drilled shafts.

➤ **Assumptions and Exclusions**

1. AGG assumed to perform SEIR testing and concrete coring on 51 Drilled Shafts. It is understood that 15 of the 51 shafts to be tested are located within the floodplain area. AGG is anticipating that these shafts will take longer to access and test due to the anticipated wet terrain.
2. Typical predicted lengths based on SEIR testing are accurate to within about 10% of actual values.
3. The predicted depths of potential defects within each pier will vary depending on the variance of obstructions at that respective depth.
4. SEIR Testing is one method for evaluating the integrity of non-compliant drilled shafts. Other methods and test reports (concrete break reports, pier drilling reports, GPR scans, destructive testing, etc.) should also be considered to supplement the SEIR test results and determine whether the drilled shafts are structurally acceptable by the HCRMA and/or the Structural Engineers of record.
5. AGG assumes that proposed test pits adjacent to the non-compliant drilled shafts will not affect the skin friction design of the pier.
6. Any additional work beyond the above scope will be billed at the same unit rates in the fee schedule.
7. Field work will be performed accordingly to an approved schedule, weather permitting.
8. The use of a 3.5-ton mini excavator was considered for the scope of work discussed. If excessive excavation or mass grading is required to access the top of drilled shafts, AGG will notify the HCRMA.
9. AGG is not responsible for damage to underground utility lines that are not identified by Texas 811 and/or the Local City Water Departments prior to drilling.
10. It has been assumed that upon exposing the top of drilled shafts, there would be sufficient surface area to perform the SEIR testing.
11. AGG assumes the field testing and coordination will be completed within 14 weeks, weather permitting. AGG anticipates working 8 hours/day, Monday through Friday. Extra hours and weekends' field work will be billed at overtime rates.

**COMPENSATION**

While testing depends on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$852,318.00**. The invoice for this project will use the attached fee schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Hidalgo County Regional Mobility Authority and Alliance Geotechnical Group may subsequently agree in writing to provide for additional services to be rendered under this agreement for additional, negotiated compensation. Services provided by Alliance will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended.

Please indicate your approval of the proposal and the Alliance Geotechnical Group's General Conditions by signing below acceptance form and returning. Any modifications of the attached language must be accepted by both parties.

We appreciate the opportunity to provide you with our services. If you have any questions or wish to discuss any aspect of our proposal, please call us. Following your authorization, we are ready to begin work and look forward to a successful project.

Sincerely,  
**Alliance Geotechnical Group**



John Manzanilla, E.T.  
Project/Branch Manager



Samuel Tran, P.E.  
Senior Project Engineer

Attachments: Project Data Sheet – Cost Estimate  
Acceptance Form  
Remarks  
Accreditations/Certificates  
Alliance Geotechnical Group General Conditions

## PROJECT BUDGET SUMMARY

FIELD INVESTIGATION				
INITIAL SITE RECONNAISSANCE	Quantity	Unit	Unit Cost	Estimated Cost
Senior Project Engineer	25	hour	\$215.00	\$5,375.00
Project Engineer	15	hour	\$175.00	\$2,625.00
Engineer-in-Training	25	hour	\$145.00	\$3,625.00
Travel (Houston to McAllen)	1	trip	\$600.00	\$600.00
Travel (Dallas to McAllen)	1260	mile	\$0.85	\$1,071.00
Meal	3	day	\$60.00	\$180.00
INITIAL SITE RECONNAISSANCE SUBTOTAL				\$13,476.00
SITE RECONNAISSANCE FOR ACCESS	Quantity	Unit	Unit Cost	Estimated Cost
Principal	16	hour	\$285.00	\$4,560.00
Senior Project Engineer	40	hour	\$215.00	\$8,600.00
Project Engineer	40	hour	\$175.00	\$7,000.00
Engineer-in-Training	40	hour	\$145.00	\$5,800.00
Technician (Mini-Ex Operator)	40	hour	\$125.00	\$5,000.00
Travel (Houston to McAllen)	2	flight	\$600.00	\$1,200.00
Travel (Dallas to McAllen)	5	flight	\$600.00	\$3,000.00
Car Rental	10	day	\$250.00	\$2,500.00
Gator Utility Vehicle 4x4 + Trailer	45	day	\$500.00	\$22,500.00
Lodging	20	day	\$175.00	\$3,500.00
Meal	20	day	\$60.00	\$1,200.00
Trimble GPS Unit	5	day	\$115.00	\$575.00
SITE RECONNAISSANCE FOR ACCESS SUBTOTAL				\$65,435.00
ACCESSING PIER WITH MINI-EX	Quantity	Unit	Unit Cost	Estimated Cost
Senior Project Engineer	40	hour	\$215.00	\$8,600.00
Project Engineer	40	hour	\$175.00	\$7,000.00
Engineer-in-Training	120	hour	\$145.00	\$17,400.00
Technician (Mini-Ex Operator)	200	hour	\$130.00	\$26,000.00
Mini-Ex Rental (Digging)	20	day	\$500.00	\$10,000.00
Mini-Ex Trailer Rental (Digging)	20	day	\$150.00	\$3,000.00
Mini-Ex Rental (Backfilling)	20	day	\$500.00	\$10,000.00
Mini-Ex Trailer Rental (Backfilling)	20	day	\$100.00	\$2,000.00
Proctor	105	each	\$245.00	\$25,725.00
Density Testing	410	each	\$35.00	\$14,350.00
Proctor Shipping to Lab (via FEDEX)	105	each	\$175.00	\$18,375.00
Travel (On-site)	6300	miles	\$0.85	\$5,355.00
Travel (Dallas to McAllen)	15800	miles	\$0.85	\$13,430.00
Travel (Dallas to McAllen)	10	flight	\$600.00	\$6,000.00
Car Rental	20	day	\$250.00	\$5,000.00
Lodging	50	day	\$175.00	\$8,750.00
Meal	50	day	\$60.00	\$3,000.00
Trimble GPS Unit	5	day	\$115.00	\$575.00
ACCESSING PIER WITH MINI-EX SUBTOTAL				\$184,560.00
SEIR TESTING & CONCRETE CORING	Quantity	Unit	Unit Cost	Estimated Cost
Principal	20	hour	\$285.00	\$5,700.00
Senior Project Engineer	80	hour	\$215.00	\$17,200.00
Project Engineer	160	hour	\$175.00	\$28,000.00
Engineer-in-Training	320	hour	\$145.00	\$46,400.00
SEIR Equipment Fee	65	day	\$750.00	\$48,750.00
Coring Technician	320	hour	\$75.00	\$24,000.00
Concrete Core Machine	65	day	\$250.00	\$16,250.00
Concrete Core - 4-inch Diameter	612	in	\$16.00	\$9,792.00
ASTM C39 - Compressive Strength	102	each	\$35.00	\$3,570.00
Rough Terrain Scissor Lift Operator	505	hour	\$75.00	\$37,875.00
Rough Terrain Scissor Lift	65	day	\$500.00	\$32,500.00
Rough Terrain Scissor Lift Trailer	65	day	\$150.00	\$9,750.00
Rough Terrain Scissor Lift Delivery	1	trip	\$500.00	\$500.00
Senior Project Engineer (Travel)	32	hr	\$215.00	\$6,880.00
Project Engineer (Travel)	64	hr	\$175.00	\$11,200.00
Engineer-In-Training (Travel)	64	hr	\$145.00	\$9,280.00
Travel (Houston to McAllen)	20	flight	\$600.00	\$12,000.00
Travel (Dallas to McAllen)	25	flight	\$600.00	\$15,000.00
Travel (Dallas to McAllen & Daily Travels)	10000	mile	\$0.85	\$8,500.00
Car Rental	35	day	\$250.00	\$8,750.00
Lodging	200	day	\$175.00	\$35,000.00
Meal	200	day	\$60.00	\$12,000.00
Trimble GPS Unit	10	day	\$115.00	\$1,150.00
SEIR TESTING & CONCRETE CORING SUBTOTAL				\$ 400,047.00
SEIR ANALYSIS, REPORTING, REVIEW & TEAMS MEETINGS	Quantity	Unit	Unit Cost	Estimated Cost
Principal	80	hour	\$285.00	\$22,800.00
Senior Project Engineer	240	hour	\$215.00	\$51,600.00
Project Engineer	240	hour	\$175.00	\$42,000.00
Engineer-in-Training	360	hour	\$145.00	\$52,200.00
ProjectWise License	4	each	\$2,500.00	\$10,000.00
Admin/Clerical	120	hour	\$85.00	\$10,200.00
SEIR ANALYSIS & REPORTING & REVIEW SUBTOTAL				\$ 188,800.00
OVERALL TOTAL				\$ 852,318.00

### CME ACCEPTANCE FORM

Date:	June 3, 2025.	AGG Proposal No:	P24-0737C
Project Name:	<b>Budgetary Estimate for Verification of Non- Certified Drilled Shafts</b>	Budget:	\$852,318.00
Project City:	Hidalgo County, TX		

**\*Highlighted Areas Must Be Filled Out\***

CLIENT: _____	ATTN: _____
ADDRESS: _____	EMAIL: _____
CITY/STATE/ZIP: _____	PHONE/FAX: _____
OWNER OF PROPERTY: _____	
ADDRESS: _____	CITY/STATE/ZIP: _____
PROJECT LEGAL DESCRIPTION: _____	
PROJECT COUNTY: _____	

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed with in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4<sup>th</sup> day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work, and payments must be received before reports are issued. Service for welding certifications and ferro scan work must be paid prior to work or upon arrival at the site to perform the work.

Proposal ACCEPTED BY:			
	Signature	Title	Date

<b>Accounts Payable Contact:</b>		
Name: _____	Phone: _____	Email: _____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technician's time ticket upon completion of our daily work: \_\_\_\_\_

If no names are provided it will be understood no authorized field representative signature was required.

#### REPORT DISTRIBUTION

FIRM	CONTACT NAME	EMAIL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Dallas within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoices is not contingent on Client's agreement or acceptance of Alliance Geotechnical Group's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify Alliance Geotechnical Group in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

**Next day results for "RUSH" Proctor Tests will be charged at 1.5 times the standard unit prices.**

The prices above include electronic copies of the report distributed in accordance with the client's instructions. Additional copies to individuals not listed on acceptance form whether physically or electronically, will be billed at administrative rate. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip (rounded to the nearest whole hour) applies to all field work, U.N.O.

All reports are available online via user log in at [www.alliancerpts.com](http://www.alliancerpts.com)

**Dispatch scheduled hours are Monday-Friday from 7:00 am to 5:00 pm. Schedule calls made after these hours will be returned in the order received. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want Alliance to guarantee a technician on site at the desired time. The dispatch phone number is 713-936-9619. Note: You must reference Alliance's job project number to schedule services. If the project number is unknown, please reference the cost estimate number shown on the CMT acceptance form.**

Cancellations will be invoiced for portal-to-portal times as well as time spent on site awaiting determination of cancellation. This proposal does not include any technician stand-by, non-readiness charges, and/or trips or re-tests of the previous failing tests.

Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday through Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation – If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

Alliance Geotechnical Group provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

**No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed with in our office.** Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4<sup>th</sup> day and continue until signed authorization is received in our office.

For projects with new clients under \$1000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferro scan work must be paid prior to work or upon arrival to site to perform the work.

**PLEASE NOTE:** In keeping OSHA Safety regulations, Alliance Geotechnical Group employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



# Accredited Laboratory

A2LA has accredited

## ALLIANCE GEOTECHNICAL GROUP HOUSTON

Houston, TX

for technical competence in the field of

### Construction Materials Testing

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017 *General requirements for the competence of testing and calibration laboratories*. This laboratory also meets the requirements of any additional program requirements in the Construction Materials field. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communiqué dated April 2017).



Presented this 4<sup>th</sup> day of May 2023.

A stylized, handwritten signature in black ink, representing Mr. Trace McInturff.

Mr. Trace McInturff, Vice President, Accreditation Services  
For the Accreditation Council  
Certificate Number 6814.01  
Valid to December 31, 2025

For the tests or types of tests to which this accreditation applies, please refer to the laboratory's Construction Materials Scope of Accreditation.



# CERTIFICATE OF ACCREDITATION



## Alliance Geotechnical Group, Inc.


in

### Houston, Texas, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories ([aashtoresource.org](http://aashtoresource.org)).

  
Jim Tymon,  
AASHTO Executive Director

  
Matt Linneman,  
AASHTO COMP Chair

This certificate was generated on 05/14/2025 at 10:32 AM Eastern Time. Please confirm the current accreditation status of this laboratory at [aashtoresource.org/aap/accreditation-directory](http://aashtoresource.org/aap/accreditation-directory)



Disadvantaged Business Enterprise (DBE)  
Alliance Geotechnical Group, Inc.

## **Alliance Geotechnical Group, Inc.**

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 237310: AIRPORT RUNWAY CONSTRUCTION  
NAICS 541330: ENGINEERING CONSULTING SERVICES  
NAICS 541330: ENGINEERING DESIGN SERVICES  
NAICS 541330: GEOLOGICAL ENGINEERING SERVICES  
NAICS 541330: GEOPHYSICAL ENGINEERING SERVICES  
NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES  
NAICS 541380: SOIL TESTING LABORATORIES OR SERVICES  
NAICS 541380: TESTING LABORATORIES AND SERVICES

This Certification commences January 7, 2025 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: January 7, 2025  
CERTIFICATION NO. BMDB81569N0126



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Certification Administrator



Small Business Enterprise (SBE)  
Alliance Geotechnical Group, Inc.

## **Alliance Geotechnical Group, Inc.**

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 237310: AIRPORT RUNWAY CONSTRUCTION**  
**NAICS 541330: ENGINEERING CONSULTING SERVICES**  
**NAICS 541330: ENGINEERING DESIGN SERVICES**  
**NAICS 541330: GEOLOGICAL ENGINEERING SERVICES**  
**NAICS 541330: GEOPHYSICAL ENGINEERING SERVICES**  
**NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES**  
**NAICS 541380: SOIL TESTING LABORATORIES OR SERVICES**  
**NAICS 541380: TESTING LABORATORIES AND SERVICES**

This Certification commences January 7, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: January 31, 2027  
Issued Date: January 7, 2025  
CERTIFICATION NO. BMSB63386N0127

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Certification Administrator



Minority Business Enterprise (MBE)  
Alliance Geotechnical Group, Inc.

## **Alliance Geotechnical Group, Inc.**

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

**NAICS 237310: AIRPORT RUNWAY CONSTRUCTION**  
**NAICS 541330: ENGINEERING CONSULTING SERVICES**  
**NAICS 541330: ENGINEERING DESIGN SERVICES**  
**NAICS 541330: GEOLOGICAL ENGINEERING SERVICES**  
**NAICS 541330: GEOPHYSICAL ENGINEERING SERVICES**  
**NAICS 541380: GEOTECHNICAL TESTING LABORATORIES OR SERVICES**  
**NAICS 541380: SOIL TESTING LABORATORIES OR SERVICES**  
**NAICS 541380: TESTING LABORATORIES AND SERVICES**

This Certification commences January 7, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: January 31, 2027  
Issued Date: January 7, 2025  
CERTIFICATION NO. BMMB17283N0127

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Certification Administrator

# Alliance Geotechnical Group, Inc.

## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Alliance Geotechnical Group, Inc., a Texas corporation, doing business as Alliance Geotechnical Group ("Alliance") shall include said company, its particular division, subsidiary or affiliate performing the work. "Work" means the specific engineering design, geotechnical, environmental, or other service(s) performed by Alliance for client as set forth in Alliance's proposal or at client's direction. "This agreement" consists of Alliance's proposal or work order, Alliance's Schedule of Fees, client's written acceptance thereof if accepted by Alliance, and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Alliance. If client is ordering the work on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said work and in such case the term "client" also includes the principal for whom the work is being performed. Prices quoted and charged by Alliance for its work are predicated upon the conditions and the allocations of risks and obligations expressed in this agreement. Unless this agreement specifically provides that Alliance is to perform its work pursuant to specified Federal, State, or local regulations, client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by client is adequate and sufficient for client's intended purpose. Client assumes, and agrees to indemnify Alliance from all third-party liabilities, and shall communicate these General Conditions to each and every third party to whom client transmits any part of Alliance's work product(s). Alliance shall have no duty or obligation to any party other than those duties and obligations expressly set forth in this agreement. Ordering work from Alliance shall constitute acceptance of the terms of this agreement.

**2. RESPONSIBILITY:** Work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction, nor evaluating, reporting or affecting job conditions concerning health, safety or welfare, unless specifically required in the scope of work. Alliance's work or failure to perform same shall not in any way excuse client or any contractor, subcontractor or supplier from performance of its responsibilities in accordance with this agreement or the contract documents.

**3. OWNERSHIP OF DOCUMENTS:** All documents including Drawings, Reports, and Specifications prepared or furnished by Alliance's independent professional associates and consultants are instruments of service and Alliance shall retain an ownership and property interest therein. Any reuse without written verification, is strictly forbidden and any adaptation by Alliance for the specific purpose intended will be at Client's sole risk.

**4. OPINIONS OF COST:** As Alliance has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs cannot and do not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Alliance.

**5. HAZARDOUS MATERIALS:** Alliance's work may include limited visual observation, laboratory analyses or physical testing of samples of subsurface and other materials for the purpose of detection, quantification, or identification of the extent, if any, of contamination of subsurface soils or ground water by "hazardous materials", defined elsewhere in this agreement, or being those materials defined as such by RCRA, 42 USC or those identified as such by a state or the Federal EPA, as more specifically stated in Alliance's proposal. Nothing contained within this agreement shall be construed or interpreted as requiring Alliance to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA or within any Federal or State statute or regulation governing the generation, handling, transport, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**6. SCHEDULING OF WORK:** The work as set forth in Alliance's proposal will be accomplished in a timely and workmanlike manner by Alliance personnel. If Alliance is required to delay any part of its work to accommodate the requests or requirements of client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of Alliance, additional charges may apply, which client agrees to pay.

**7. SITE ACCESS, RESTORATION, & DUTY TO NOTIFY:** Client will arrange and provide access to each site upon which it will be necessary for Alliance to perform its work. In the event work is required on any site not owned by client, client represents and warrants to Alliance that client has obtained all necessary permissions for Alliance to enter upon the site and conduct its work. Client shall, upon request, provide Alliance with evidence of such permission as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in a form acceptable to Alliance. Any work performed by Alliance to obtain permission to enter upon and do work on the lands of others as well as any work performed by Alliance pursuant to this agreement shall be deemed as being done on behalf of client and client agrees to assume all risks thereof. Alliance shall take reasonable measures and precautions to minimize damage to each site and any improvements located thereon as the result of its work and the use of its equipment; however, Alliance has not included in its fee the cost of restoration of damage which may occur. If client or the possessor of any interest in any site desires or requires Alliance to restore site to its former conditions, upon written request of client, Alliance will perform such additional work as is necessary and client agrees to pay Alliance the cost thereof plus Alliance normal mark-up for overhead and profit. Alliance shall be under no obligation to inform other parties of its activities or discoveries, but shall not be held liable, even if negligent in doing so. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against client and/or others.

**8. CLIENT'S DUTY TO NOTIFY ALLIANCE:** Client represents and warrants that he has advised Alliance of any known or suspected hazardous materials, utility lines, underground or overhead structures, and pollutants at any site at which Alliance is to do work hereunder, and unless Alliance has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS ALLIANCE FROM ALL CLAIMS, SUITS, LOSSES, COSTS AND EXPENSES, ("DAMAGES") INCLUDING REASONABLE ATTORNEYS FEES AS A RESULT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OCCURRING WITH RESPECT TO ALLIANCE'S PERFORMANCE OF ITS WORK AND RESULTING FROM OR CAUSED BY CONTACT WITH SUBSURFACE OR LATENT OBJECTS, STRUCTURES, LINES OR CONDUITS WHERE THE ACTUAL OR POTENTIAL PRESENCE AND LOCATION THEREOF WAS NOT REVEALED TO ALLIANCE BY CLIENT REGARDLESS OF WHETHER OR NOT SUCH DAMAGES ARE THE RESULT OF ALLIANCE'S NEGLIGENCE IN WHOLE OR IN PART.

**9. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS:** Information obtained from observation, analysis and testing of sample materials shall be reported on boring logs or other test reports and may be considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgement and shall not be construed as a representation of fact. Ground water levels and composition may vary due to seasonal and climatic changes and extrinsic conditions and, unless sampling and testing are conducted over an extended period of time, pollutants contained therein may escape detection. A site at which pollutants are not found to exist or at the time of inspection do not in fact exist, may later, due to intervening causes such as natural ground water flows or human intervention, become contaminated. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer, underground stream or other hydrous body not previously contaminated. Because the risks set forth in this paragraph may be unavoidable and because the sampling techniques to be employed are a necessary aspect of Alliance's work on client's behalf, client agrees to assume these risks.

**10. DISCOVERY OF UNANTICIPATED POLLUTANTS:** The discovery of certain pollutants may make it necessary for Alliance to take immediate measures to protect health and safety. Client agrees to reimburse reasonable cost of implementing such measures under the circumstances. Alliance agrees to notify client as soon as practically possible should such pollutants be suspected or discovered.

**11. SOIL AND SAMPLE DISPOSAL:** Unless otherwise agreed in writing, soils known at the time to be contaminated will be placed in containers, labeled and left on the site for proper disposition by client. Samples

removed by Alliance for laboratory testing will, upon completion of testing, be disposed by the laboratory in an approved manner or returned to the site for disposal by others.

**12. WARRANTY:** Alliance's work will be performed, its findings obtained and its reports prepared in accordance with this agreement and with generally accepted principles and practices. In performing its professional services Alliance will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the community. THIS IS IN LIEU OF ALL WARRANTIES OR OTHER REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN ALLIANCE REPORTS ARE OPINIONS BASED ON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

IF ALLIANCE OR ANY OF ITS PROFESSIONAL EMPLOYEES IS FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ALLIANCE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE 100% OF THE FEE PAID TO ALLIANCE FOR ITS WORK PERFORMED HEREUNDER.

CLIENT HEREBY RELEASES ALLIANCE FROM ANY SUCH EXCESS LIABILITY, REGARDLESS OF ALLIANCE'S FAULT, NEGLIGENCE, OR STRICT LIABILITY. NEITHER PARTY HERETO SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE OF ANY EXISTING PROPERTY, LOSS OF PROFITS, LOSS OF PRODUCT OR BUSINESS INTERRUPTION HOWEVER THE SAME MAY BE CAUSED, INCLUDING THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF EITHER PARTY. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REMEDIES WHICH MAY BE OR BECOME AVAILABLE TO EITHER PARTY TO THIS AGREEMENT AT LAW OR IN EQUITY.

**13. INDEMNITY:** Subject to the foregoing limitations, Alliance agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Alliance's negligence to the extent of Alliance's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against Alliance, the party initiating such action shall pay to Alliance the costs and expenses incurred by Alliance to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Alliance shall prevail in such suit. The general liability coverage's are on a primary and non-contributory basis.

**14. PAYMENT:** Client shall be invoiced periodically for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the maximum interest rate permitted under applicable law, until paid. Client agrees to pay Alliance's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Alliance shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein Alliance waives any rights to a mechanic's lien, or any provision conditioning Alliance's right to receive payment for its work upon payment to client by any third party. These general conditions are notice as may be required pursuant to the Texas Property Code or otherwise, where required, that Alliance shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of Alliance from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**15. TERMINATION:** This Agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, Alliance shall be compensated by client for all work performed up to and including the termination date, including reimbursable expenses as per the Alliance Rate Schedule of Budget Schedule.

**16. WITNESS FEES:** Alliance's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay Alliance at a rate two times Alliance's then current fee schedule plus all expenses incurred for any Alliance employee subpoenaed by any party as an occurrence witness as a result of Alliance's work.

**17. ENTIRE AGREEMENT, TITLES, AND CONTROLLING LAW:** This agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. This agreement may be amended, modified or terminated only by a written instrument signed by each of the parties hereto. In the event any of the provisions of these general conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable. The titles or paragraph headings used in this agreement are for general reference only, are not part of the agreement, and shall not be construed as establishing or limiting the meaning of the provisions contained herein. This agreement shall be subject to the law and jurisdiction of the State of Texas, without application of principles of conflicts-of-laws. Venue shall be proper only in the courts of Dallas County, Texas.

**18. MEDIATION:** In an effort to resolve any conflicts that arise during the design or construction of the project, or following the completion of the project, or in any regard to the work Alliance provides, the Client and Alliance agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Alliance further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**19. CERTIFICATION STATEMENTS:** Any "certification statement" as a result or conclusion of Alliance's services, as may be requested by the Client or third parties for legal, loan, real estate, and other purposes, will be provided upon request, at additional charge, at the sole discretion of Alliance, unless specifically agreed to otherwise in writing. In providing such a "certification", Alliance will state only what, in its professional opinion, is reasonably supported by available data and related analyses. When "certification statements" are provided by Alliance, standardized language (if requested to be used by the Client, its agents, or third parties) will be modified by Alliance as necessary, at its sole discretion. Refusal by Alliance to use certain standardized language, words, and phrases in "certification statements" shall neither constitute incomplete services by Alliance, nor relieve Client of its obligation to compensate Alliance in full for services provided hereunder.

**20. CONTINUITY OF SERVICES:** Alliance shall not be responsible for implementation of its geotechnical recommendations if not retained to adequately field verify same during construction.

**Revised February 17, 2016** – Alliance Geotechnical Group, Inc., a Texas corporation

Item 4E

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4E  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/17/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1.! Agenda Item: **RESOLUTION 2025-42 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ECS SOUTHWEST, LLP TO PROVIDE MSE WALLS TESTING AS PART OF THE 365 TOLLWAY PROJECT.**

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

Consideration and Approval of WA 1 to the PSA with ECS Southwest, LLP.

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

4. Budgeted:   X   Yes      No    N/A

5.! Staff Recommendation: **Motion to Approve Resolution 2025-42 – Consideration and Approval Work Authorization Number 1 to the Professional Service agreement with ECS Southwest, LLP to provide MSE Walls testing as part of 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

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-42

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ECS SOUTHWEST, LLP TO PROVIDE MSE WALLS TESTING AS PART OF THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted on this 24<sup>th</sup> day of June 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 3, 2024, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the "Solicitation"); and

WHEREAS, on June 14, 2024, the Authority received responses to the Solicitation; and

WHEREAS, on July 9, 2024, the Board approved Resolution 2024-34, authorizing the Executive Director to enter negotiations for professional services and request testing rates and fees with each of the qualifying firms (Atser, Alliance Geotechnical Group Inc, and ECS Southwest, LLP.) to provide construction material testing lab and forensic services on the 365 Tollway Project; and distribute work in accordance to acceptable terms and conditions of assignments, and enter into contract with each firm; and

WHEREAS, the authority finds it necessary to approve Resolution 2025-42 Consideration and approval of work authorization number 1 to the professional services agreement with ECS Southwest, LLP to provide MSE walls testing as part of the 365 tollway project in the amount of 783,059.40;

\* \* \* \* \*

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

- |            |   |
|------------|---|
| Section 1. | The recital clauses are incorporated in the text of this Resolution as if fully restated.   |
| Section 2. | The Board hereby approves Work Authorization 1 to the Professional Service Agreement with ECS Southwest, LLP to provide MSE walls testing as part of the 365 Tollway Project, hereto attached as Exhibit A.               |
| Section 3. | The Board authorizes the Executive Director to execute Work Authorization 1 to the Professional Service Agreement with ECS Southwest LLP, to provide MSE walls testing to the Hidalgo County Regional Mobility Authority. |



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC



CMT Service **ECS Southwest, LLP**



Environmental



Engineering



Geo-Technical



Surveying



ROW

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2025 - 42

Work Authorization # 1 Supplemental # \_\_\_\_\_

Amount \$ 783,059.40

### Approved Work Authorizations:

Resolution No.	Description	Amount
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<b>Subtotal from Cont. Page</b>	<b>\$ 0.00</b>
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<b>Total Approved WA</b>	<b>\$ 0.00</b>
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Proposed Work Authorization and/or Supplemental

2025-42	WA No. 1 MSE Wall testing 365 Toll Project	<b>\$ 783,059.40</b>
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### Goal and Options:

Approval of WA 1 for the MSE Wall forensic Testing for the 365 Toll Project.

**Staff is recommending approval of this request in the amount of \$ 783,059.40**  
**Proposed total approved WA and/or Supplementals \$ 783,059.40**

Ruben Alfaro, P.E.

Requested By:

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 27<sup>th</sup> day of May 2025, at which meeting a quorum was present.

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Robert L. Lozano, Chairman

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Juan Carlos Del Angel, Secretary/Treasurer

## EXHIBIT A

Work Authorization Number 1  
to the Professional Service Agreement  
with ECS Southwest, LLP  
for the 365 Tollway Project

## ATTACHMENT D-1

### WORK AUTHORIZATION NO. 1 AGREEMENT FOR ENGINEERING SERVICES

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ECS Southwest, LLP (the Engineer).

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

**PART II.** The maximum amount payable under this Work Authorization is \$783,059.40 and the method of payment is Unit cost/Specified rate as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 12/30/2025 , unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

#### THE ENGINEER

#### THE AUTHORITY

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Robert L. Mashewske, P.E.

\_\_\_\_\_  
Pilar Rodriguez

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Sr. VP Subsidiary Regional Manager

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

#### LIST OF EXHIBITS

Exhibit B

Services to be provided by the Engineer

Exhibit D

Fee Schedule/Budget



# ECS Southwest, LLP

Budgetary Estimate for MSE Retaining Wall Compliance Investigation

## **Hidalgo County 365 Tollway**

Hidalgo County, Texas 78577

ECS Reference Number 20-3088R1

May 30, 2025





May 30, 2025

**Hidalgo County Regional Mobility Authority**

203 W. Newcombe Ave  
Pharr, Texas 78577

Attn: Mr. Ramon Navarro, IV, P.E.  
[ramon.navarro@hcrma.net](mailto:ramon.navarro@hcrma.net)

ECS Reference No. 20-3088R1

Re: Budgetary Estimate for MSE Retaining Wall Compliance Investigation  
**Hidalgo County 365 Tollway**  
Hidalgo County, Texas

Dear Mr. Navarro,

ECS Southwest LLP (ECS) is pleased to have been selected based on qualification to submit our budgetary estimate on the Hidalgo County 365 Tollway MSE Retaining Wall Compliance Investigation for the Hidalgo County Regional Mobility Authority (HCRMA) in Pharr, Texas. Authorization was provided to ECS Southwest via HCRMA 365 Toll Project – CMT Letter of Intent dated 08/16/2024. The work will be performed in accordance with the PSA for Engineering Services between HCRMA and ECS Southwest LLP.

Our scope of service is based on and in collaboration with the ATSER Forensic Engineering Work Plan dated March 25, 2025, for Engineering Approach Phase 6 – MSE Wall Compliance Investigation for post construction sampling and testing verification. ECS has prepared and attached an Anticipated Work Plan and revised Anticipated Budget for Testing Services based on Budgetary Comments received via email, dated 05/30/2025.

ECS proposes to accomplish the work on a unit fee basis in accordance with the unit rates provided herein. Our fees will be determined by the actual amount of technical time and materials expended on the project and the amount of laboratory testing performed.

ECS understands and supports the project objectives that include, the establishment of a TxDOT Accredited Laboratory to service the project, develop an engineering approach that determines the existing work compliance, and prepare a project material certification for submittal to FHWA.

Respectfully submitted,  
**ECS Southwest, LLP**

Frank M. Munoz  
Branch Manager  
[FMunoz@ecslimited.com](mailto:FMunoz@ecslimited.com)

Robert L. Mashewske, P.E.  
Regional Manager/Principal Engineer  
[RMashewske@ecslimited.com](mailto:RMashewske@ecslimited.com)

## ANTICIPATED WORK PLAN

### Preliminary Site Visit

1. Attended a (2-day forum August 15<sup>th</sup> & 16<sup>th</sup> requested by HCRMA) for site visit, discuss strategic approaches for verification testing. Ideas and view on testing methodology. ECS (4) attendees were Siddharth Neekhra, P.E., Rene Gonzales, P.E., James R. Dedrick, P.E. and Frank M. Munoz.
2. Commenced collaboration with ASTER and Alliance on testing plan.

### MSE Wall Panels

1. Review plans and specifications for the precast wall panels.
2. Perform observation and testing on about 30% of precast panels. Panel quantity and testing frequency to be ultimately determined based on quantity of non-compliant panels identified.
3. Identify installed panels by general sketch for identification.
4. Perform Non-Destructive Evaluation (NDE) via a handheld portable Ground Penetrating Radar (GPR) device to scan method to identify reinforcing steel and spacing in accordance with project details.
5. Download and prepare report daily after field testing.
6. Perform a (2) 3-D scans on two random panel weekly.
7. Perform destructive testing on an uninstalled yard panel at a frequency of (1) per week after GRP scan for correlation and to confirm rebar type and size in accordance with project details.
8. Perform concrete coring to extract test specimens on panels periodically.
9. Deliverables:
  - a. Identify each compliant panel inspected with "ECS" stamp.
  - b. Report drilled core compressive strength lab results.
  - c. Submit Photo documentation, 3-D scans, and installed panel map sketch.
  - d. Summary report when panel investigation is completed.

### MSE Wall Embankment

1. Review plans and specifications for MSE Wall Embankment.
2. Perform retaining wall embankment sampling and transport.
3. Perform laboratory testing to include but not limited to: Tex 104E, 105E, 106E, Tex 116E, and Tex 117E.
4. Perform in place field densities in accordance with Tex 115E.
5. Deliverable - Report laboratory results as completed electronically via email.
6. Additional testing needed/required that is not included in the budgetary estimate will be performed and billed in accordance with the unit rates herein.

### On-site Field Crew

1. Perform wall panel investigation with a 3-man crew.
  - a. Senior Project Manager
    - i. To oversee crew activities for work zone safety, safe practices, scheduling and logistics.
    - ii. To confirm scan locations, to perform weekly reporting electronically via email.
  - b. GPR Operator
    - i. GPR Operator to perform panel scans and data collection.
    - ii. To download GPR scan data.
  - c. Engineering Technician
    - i. Equipment Operator: Boom lift, Forklift, Portable Coring
    - ii. Assist the GPR Operator with accessibility, clearing and relocating.
    - iii. Embankment sampling.
2. Senior Project Engineer to perform periodic site visits and report review for electronic email dissemination.
3. Performance of services to be accomplished during a normal workweek Monday – Friday, up to 8-hrs/day. Nightwork/Overtime/Weekend field work is not anticipated. Personnel working over 8 hours/day shall be billed at the applicable overtime rate. **Based on the Budgetary Comments received 05/30/2025, overtime has been removed from the Anticipated Budget for Testing Services.**

### Assumptions and Exclusions

1. **We are anticipating a 3-man crew to perform of the precast panel investigation to include scheduling, documenting, photographing, scanning, running equipment and safety.** If additional field technicians are needed, they will be added on a case-by-case basis and will be billed in accordance with the unit rates herein.
2. We assume that laboratory soil testing associated with MSE wall embankment will be performed at an established ECS laboratory or until a satellite location is established.
3. We assume a 15-week duration to accomplish the MSE panel testing and reporting electronically via email. Performance of services to be accomplished during a normal workweek Monday – Friday, up to 8-hrs/day. Nightwork/Overtime/Weekend field work is not anticipated. Personnel working over 8 hours/day shall be billed at the applicable overtime rate. **Based on the Budgetary Comments received 05/30/2025, overtime has been removed from the Anticipated Budget for Testing Services.**
4. Heavy equipment rental for lifts will be sourced locally and based on availability.
5. Rate of work - site conditions will vary depending on panel locations and accessibility. **ECS reserves the right to add equipment and manpower to safely accomplish the assigned task and will be bill in accordance with the unit rates herein.**

APPENDIX III – ANTICIPATED BUDGET FOR TESTING SERVICES

	QTY	UNIT	RATE	TOTAL
<b>PRELIMINARY SITE VISIT - 2 DAY FORUM</b>				
<i>(Performed 08/15/2024 &amp; 08/16/2024)</i>				
Senior Project Principal, P.E.	10	hour	\$ 280.00	\$ 2,800.00
Senior Geotechnical Engineer	28	hour	\$ 275.00	\$ 7,700.00
Lodging/M&IE	4	per day	\$ 214.00	\$ 856.00
Airfare/Public Transportation	1	cost	\$ 1,183.40	\$ 1,183.40
			<b>Subtotal</b>	<b>\$ 12,539.40</b>
<b>FIELD SERVICES</b>				
Initial Site Set Up and Mobilization	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
Senior Project Principal, P.E.	80	per hour	\$ 280.00	\$ 22,400.00
GPR Field Operator	600	per hour	\$ 145.00	\$ 87,000.00
Senior Project Manager	600	per hour	\$ 125.00	\$ 75,000.00
Engineering Technician	600	per hour	\$ 80.00	\$ 48,000.00
Fleet Vehicles - Estimated 2 each	30	per week	\$ 750.00	\$ 22,500.00
Lodging/Per Diem, per person	255	per day	\$ 214.00	\$ 54,570.00
			<b>Budgeted Sub-Total</b>	<b>\$ 334,470.00</b>
<b>FIELD EQUIPMENT</b>				
Articulating Boom Lift - Rental	15	per week	\$ 1,600.00	\$ 24,000.00
Forklift - Rental	15	per week	\$ 1,600.00	\$ 24,000.00
Portable Core Drill / Portable Gen.	15	per week	\$ 1,500.00	\$ 22,500.00
Portable Chipping Hammer / w Gen	15	per week	\$ 750.00	\$ 11,250.00
Fuel/Expendables	15	per week	\$ 150.00	\$ 2,250.00
GRP Scanner	15	per week	\$ 11,700.00	\$ 175,500.00
Nuclear Density Gauge	200	each	\$ 55.00	\$ 11,000.00
Temporary Storage	4	per month	\$ 2,000.00	\$ 8,000.00
Other Misc. Equip			Cost +15%	
			<b>Budgeted Sub-Total</b>	<b>\$ 278,500.00</b>
<b>LABORATORY SERVICES</b>				
Initial Satellite Lab Set Up	1	Lump Sum	\$ 25,000.00	\$ 25,000.00
Drilled Cores - Trim/Cure/Test	45	each	\$ 90.00	\$ 4,050.00
Plasticity Index (PI) - Tex 104E, 105E, 106E	80	each	\$ 100.00	\$ 8,000.00
Wet Ball Mill - Tex 116E	10	each	\$ 230.00	\$ 2,300.00
Strength Test - Tex 117E, Part I	10	each	\$ 600.00	\$ 6,000.00
Laboratory Supervisor	200	per hour	\$ 65.00	\$ 13,000.00
			<b>Budgeted Sub-Total</b>	<b>\$ 58,350.00</b>
<b>TECHNICAL REVIEW/ADMIN/TEAMS MEETING</b>				
Senior Project Principal, P.E.	120	per hour	\$ 280.00	\$ 33,600.00
Senior Project Manager	200	per hour	\$ 250.00	\$ 50,000.00
Project Plans Platform Licensure/Access	3	each	\$ 2,500.00	\$ 7,500.00
Administrative/Clerical	180	per hour	\$ 45.00	\$ 8,100.00
Airfare Travel			Cost +15%	
			<b>Budgeted Sub-Total</b>	<b>\$ 99,200.00</b>
<b>MSE Retaining Wall Investigation Estimated Total</b>				<b>\$ 783,059.40</b>

APPENDIX IV – AUTHORIZATION

Reference No.: 20-3088R1

Scope of Work: **Hidalgo County 365 Tollway MSE Retaining Wall Compliance**

Location: Hidalgo County, Texas 78577

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete and return this page to ECS to indicate acceptance of this budgetary estimate and to initiate work on the above-referenced project.

REPORT DISTRIBUTION

Name	E-Mail Address	Phone Number

*ECS offers a full array of additional services to assist with all phases of your project, including but not limited to:*

<input type="checkbox"/> Geotechnical Engineering	<input type="checkbox"/> Construction Materials Testing	<input type="checkbox"/> Property Condition Assessments
<input type="checkbox"/> Geotechnical Instrumentation	<input type="checkbox"/> Special Inspection Services	<input type="checkbox"/> Phase I & II Environmental Site Assessments
<input type="checkbox"/> Value Engineering Review	<input type="checkbox"/> Non-Destructive Examination (NDE)	<input type="checkbox"/> Wetlands Delineations
<input type="checkbox"/> Earth Structures, Slopes and Retention Systems	<input type="checkbox"/> Environmental Resource Inventories	<input type="checkbox"/> Asbestos/Lead Paint Services
<input type="checkbox"/> Forensic Engineering Studies	<input type="checkbox"/> TCEQ Geologic Assessments	<input type="checkbox"/> Indoor Air Quality Mold Services
<input type="checkbox"/> Geophysical Studies	<input type="checkbox"/> Floor Level & Flatness Surveys	

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Item 4F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>    X    </u>	AGENDA ITEM	<u>    4F    </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>    06/18/25    </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>    06/24/25    </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-43 – CONSIDERATION AND APPROVAL OF AGREEMENT WITH MAGIC VALLEY ELECTRIC COOPERATIVE TO PROVIDE UTILITY RELOCATION SERVICES FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:     X     Yes        No  
Consideration and Approval of URA with Magic Valley Electric COOP.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:     X     Yes        No    N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-43 – Consideration and Approval of agreement with Magic Valley Electric Cooperative to provide utility relocation services 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
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

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Item 4G

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4G  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  6/18/2025  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  6/24/2025  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-44 – CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH AEP TEXAS, INC. TO PROVIDE INSTALL ELECTRICAL DISTRIBUTION FACILITIES FOR NEW ELECTRICAL SERVICES FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Approval of Resolution 2025-44 for agreement with AEP Texas, Inc.
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 2025-44 – Consideration and Approval of an agreement with AEP Texas, Inc. to install electrical distribution facilities for new electrical services 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      None
12. Executive Director's Recommendation:   X   Approved      Disapproved      None



**TO:** Pilar Rodriguez, P.E.

**FROM:** Ramon Navarro IV, P.E.

**DATE:** June 17, 2025

**RE:** Summary of Agenda Item – Resolution 2025-44

**SUBJECT:** Consideration and approval of agreement with AEP Texas, Inc. to Install Electric Distribution Facilities for New Electrical Services for the 365 Tollway Project

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### **Background**

On June 24, 2024, the Board of Directors of the Hidalgo County Regional Mobility Authority (HCRMA) adopted Resolution No. 2025-44, approving an agreement with AEP Texas, Inc. to provide electric distribution infrastructure necessary for the 365 Tollway Project, a major regional mobility initiative authorized under Chapter 370 of the Texas Transportation Code.

### **Purpose of the Agreement**

The agreement with AEP Texas is intended to facilitate the installation of new electrical distribution facilities to power illumination and Transportation Management System (TMS) components along segments of the 365 Tollway. The utility relocation and service provisioning are essential to the safe and effective operation of the tollway infrastructure.

### **Work Scope & Locations**

The agreement includes two separate Work Requests:

1. WR #88984383 – SHARY RD @ SH 365
  - Scope: Extend 3,190 ft of single-phase #2 primary wire
  - CIAC Amount: \$30,214.32
2. WR #89131082 – GLASSCOCK RD @ SH 365
  - Scope: Extend approximately 5,000 ft of single-phase #2 primary wire
  - CIAC Amount: \$74,452.77

Total cost of both agreements: \$104,667.09.

### **Board Action**

Staff recommends approval of Resolution 2025-44 approval of agreement with AEP Texas, Inc. to install electric distribution facilities for new electrical services for the 365 Tollway Project; and authorized the Executive Director to execute and finalize all associated documents necessary for implementation of the project elements.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD  
RESOLUTION No. 2025-44

**CONSIDERATION AND APPROVAL OF AGREEMENT WITH AEP TEXAS, INC. TO  
INSTALL ELECTRIC DISTRIBUTION FACILITIES FOR NEW ELECTRICAL SERVICES FOR  
THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 24th day of June, 2024 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

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

WHEREAS, AEP Texas Inc. 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, on March 28, 2023 the Board of Directors approved Resolution 2023-16, approval of an Agreement with AEP Texas Inc. for participation in relocation of electrical distribution line at Glasscock Road for the 365 Tollway in the amount of \$65,415.65;

WHEREAS, on May 16, 2025 AEP Texas presented an agreement titled "Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service" between Hidalgo County Regional Mobility Authority (HCRMA) and AEP Texas to design, and install electrical distribution facilities for providing new electrical services for the 365 Tollway Project.

WHEREAS, the Authority finds it necessary to approve Resolution 2025-44, professional agreement between Hidalgo County Regional Mobility Authority (HCRMA) and AEP Texas. for participation in relocation of electrical distribution lines for the 365 Tollway in the amount of  
\$104,667.09

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 2025-44, Approval of agreement with AEP Texas Inc. for \$104,667.09 in design, and installation of electrical distribution facilities for providing new electrical services for the 365 Tollway Project.
- SECTION 3. This amount is based on excess cost beyond standard utility service provisions under AEP's tariff with the Public Utilities Commission of Texas.
- SECTION 4. HCRMA will not gain ownership or control over the installed facilities. AEP retains full ownership and utility usage rights.
- SECTION 5. The Board hereby authorizes the Executive Director to execute and final the authorized construction contract with AEP Texas Inc.

.....

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

---

Robert L. Lozano, Chairman

---

Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

AEP TEXAS INC.

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY

RELOCATION OF

365 TOLLWAY PROJECT

**Agreement instructions:**

**Step 1:** A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

**Step 2:** Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

**Step 3:** Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

## **AEP Texas**

### **Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service**

Hidalgo County Regional Mobility Auth  
Service: SHARY RD @ SH 365  
GRANJENO, TX

Mailing: 203 W Park Ave  
Pharr, TX 78577-4742

Contract #: DWMS00000625908 Work Request #: 88984383

Date: 5/16/2025

You, Hidalgo County Regional Mobility Auth (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:AEP to extend 3,190 ft of single phase #2 primary wire to feed HCRMA SH 365 Toll illumination and TMS services. WR#88984383

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 30,214.32. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to install AEP distribution facilities as requested by the Customer and outlined in the "Basic Service" above, and the Customer agrees to provide / comply with all applicable tariffs filed with the PUC of Texas and Hidalgo County and to be ready to take electric service on or before 08/16/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 8/14/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

Company

By

Signature:

Title:

Date:

Please send signed agreement to:

American Electric Power  
Attn: CIAC Admin Pharr North SC  
5700 N Cage Blvd  
Pharr, TX 78577-7921

Company No: 211

Bill To:  
Hidalgo County Regional Mobility Auth  
203 W Park Ave  
Pharr, TX 78577-4742

Contract No: DWMS000000625908  
Date: 5/16/2025

PRO FORMA

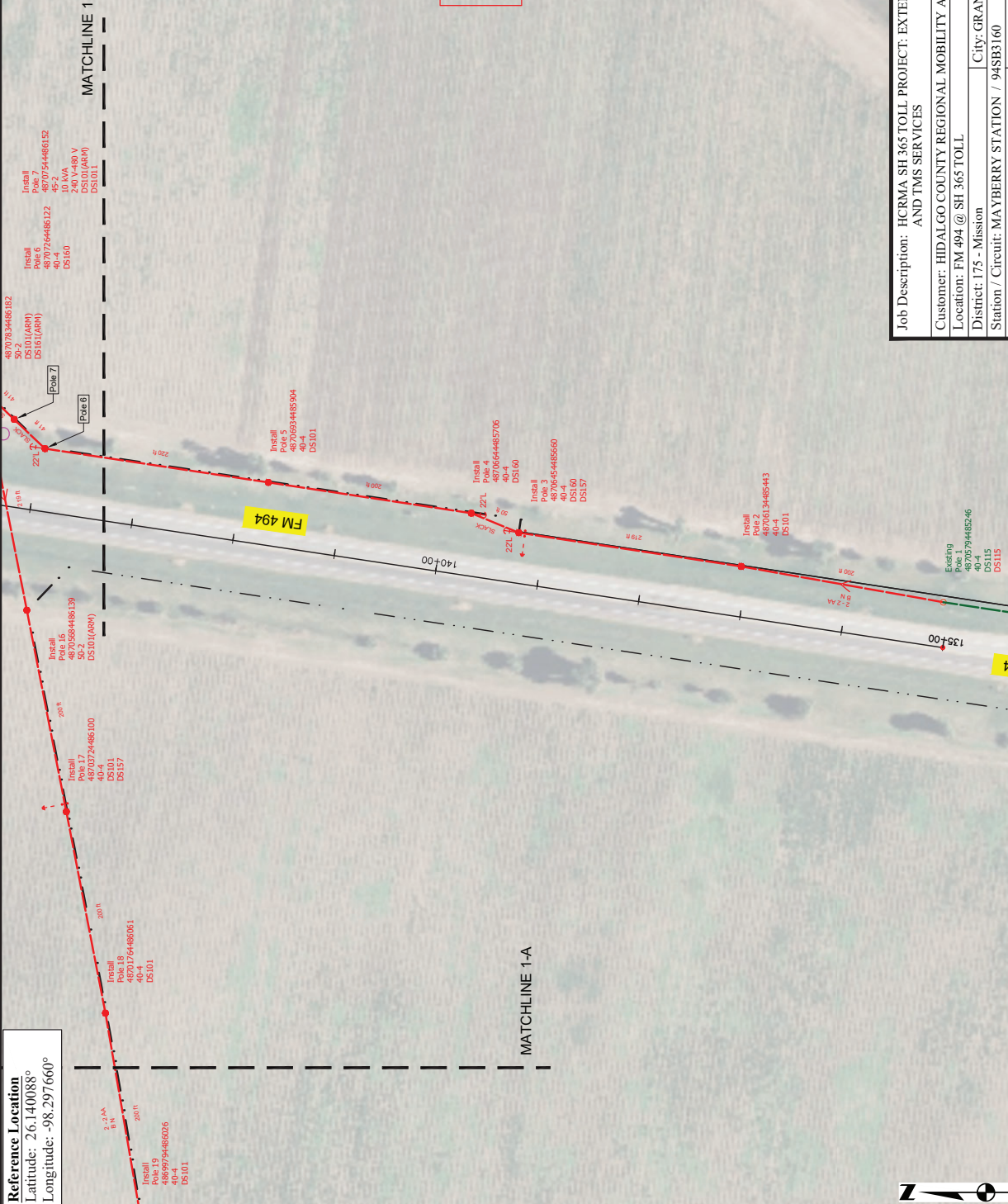
Customer No: 11297775  
Purchase Order: 88984383

Description	Quantity	UOM	Init Amt	Net Amount
AEP to extend 3,190 ft of single phase #2 primary wire to feed HCRMA SH 365 Toll illumination and TMS services. WR#88984383	1.0	EA	30,214.32	30,214.32

Amount Due: 30,214.32

WR: 88984383  
Easement #: N/A

Reference Location  
Latitude: 26.140088°  
Longitude: -98.297660°



**Note to Crew:**

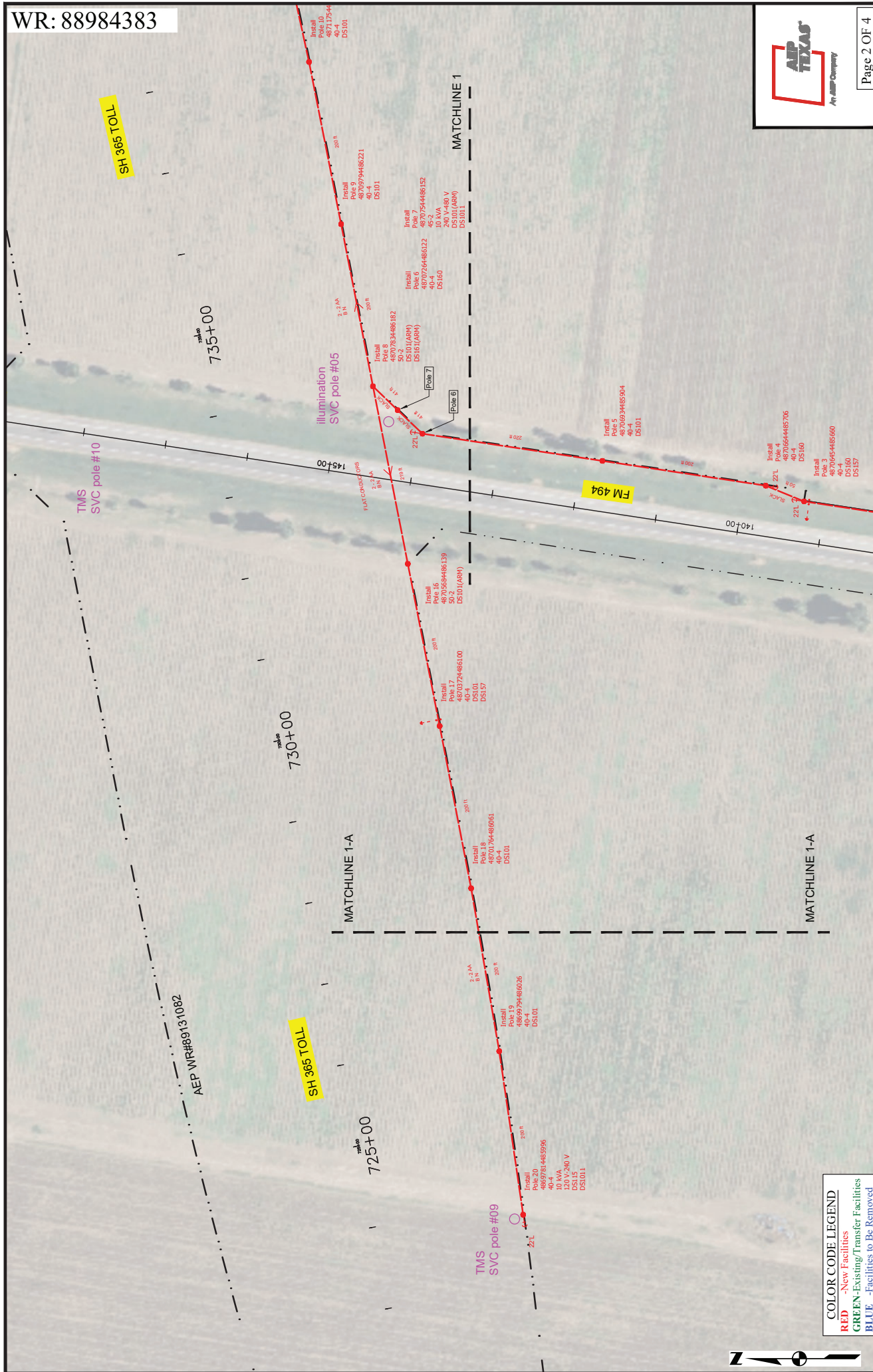
- Update each pole ID tag with correct 14 digit GPS location number marked in RED which matches the XY coordinates obtained by GPS. Blue numbers refer to previous location ID
- Contact TXDOT 48hrs prior to construction
- CONFIRM PHASES & PHASE ROTATION AS NEEDED

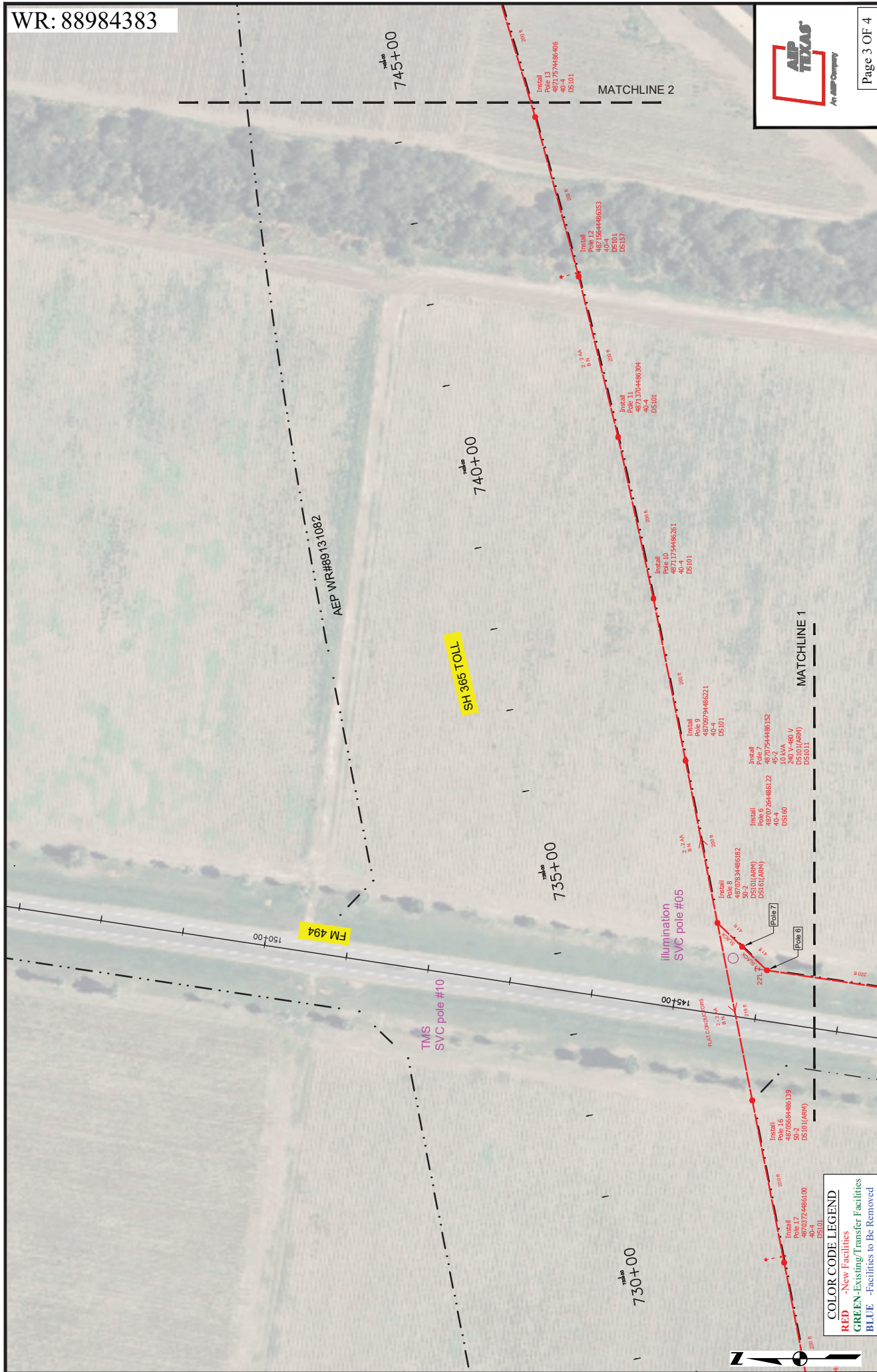
**COLOR CODE LEGEND**

RED - New Facilities  
GREEN - Existing/Transfer Facilities  
BLUE - Facilities to Be Removed

Job Description: HCRMA SH 365 TOLL PROJECT: EXTEND 3000 FEET SINGLE PHASE FOR ILLUMINATION AND TMS SERVICES		WR: 88984383
Customer: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY		WO: DCP0369368
Location: FM 494 @ SH 365 TOLL		Man Hours: 93.64
District: 175 - Mission		Project ID: EDN100039
Station / Circuit: MAYBERRY STATION / 94SB3160	City: GRANUENO	Date Completed: 5/16/2025
Station / Circuit: MAYBERRY STATION / 94SB3160	N V: 12.47KV	County: HIDALGO
Tree Trimming: NO	Phases: B N	Crew HQ: 11712
Drawn By: Juan Ramirez, Engineer, RPT Project Design	OWR: N/A	ESID: N/A
Tel #: cell 956-367-2484 / office 956-283-2370	Accessible: YES	Scale: 1:100
Issued for:	Rev. Date:	Page: 1 OF 4
Final		[Rev. N/A]







**COLOR CODE LEGEND**  
**RED** - New Facilities  
**GREEN** - Existing/Transfer Facilities  
**BLUE** - Facilities to Be Removed



**Agreement instructions:**

**Step 1:** A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

**Step 2:** Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

**Step 3:** Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

## **AEP Texas**

### **Contribution-In-Aid-Of-Construction Agreement For Electric Distribution Service**

Hidalgo County Regional Mobility Auth  
Service: GLASSCOCK RD @ SH 365  
GRANJENO, TX

Mailing: 203 W Park Ave  
Pharr, TX 78577-4742

Contract #: DWMS00000625906 Work Request #: 89131082

Date: 5/16/2025

You, Hidalgo County Regional Mobility Auth (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:AEP to extend approx. 5,000 ft of single phase #2 primary wire to feed HCMWA SH 365 Toll illumination and TMS services. WR#89131082

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 74,452.77. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to install AEP distribution facilities as requested by the Customer and outlined in the "Basic Service" above, and the Customer agrees to provide / comply with all applicable tariffs filed with the PUC of Texas and Hidalgo County and to be ready to take electric service on or before 08/16/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 8/14/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

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---

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Company

By

Signature:

Title:

Date:

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Please send signed agreement to:

American Electric Power  
Attn: CIAC Admin Pharr North SC  
5700 N Cage Blvd  
Pharr, TX 78577-7921

Company No: 211

Bill To:  
Hidalgo County Regional Mobility Auth  
203 W Park Ave  
Pharr, TX 78577-4742

Contract No: DWMS000000625906

Date: 5/16/2025

PRO FORMA

Customer No: 11297775  
Purchase Order: 89131082

Description	Quantity	UOM	Init Amt	Net Amount
AEP to extend approx. 5,000 ft of single phase #2 primary wire to feed HCRMA SH 365 Toll illumination and TMS services. WR#89131082	1.0	EA	74,452.77	74,452.77

Amount Due: 74,452.77

WR: 89131082  
Easement #: N/A

Reference Location  
Latitude: 26.234512°  
Longitude: -98.322403°

Install  
Pole 3  
4868054486656  
Set at 11' deep  
DS101-B  
DS157

Existing  
Pole 1  
4868077448635  
45-2  
DS157-A

Install  
Pole 4  
4868132448644  
Set at 12' deep  
DS103

Install  
Pole 5  
4868174448657  
Set at 12' deep  
DS101

Install  
Pole 6  
4868259448659  
Set at 11' deep  
DS157  
DS160

Install  
Pole 7  
4868234486378  
Set at 12' deep  
DS101

Install  
Pole 32  
48682194486279  
Set at 12' deep  
DS101

Install  
Pole 8  
48683944486108  
Set at 12' deep  
DS157

Install  
Pole 9  
4868388448609  
Set at 12' deep  
DS101

Install  
Pole 10  
4868323448626  
Set at 12' deep  
DS101

Install  
Pole 33  
48682344486037  
Set at 12' deep  
DS101

Install  
Pole 11  
48683514486048  
Set at 12' deep  
DS157  
DS160

Install  
Pole 12  
48680774486081  
Set at 12' deep  
DS101

Install  
Pole 13  
48687534486130  
Set at 12' deep  
DS101  
DS1011

Install  
Pole 14  
48682744486185  
Set at 12' deep  
DS101

Install  
Pole 15  
48683004486246  
Set at 12' deep  
DS157

CIAC Total  
\$74,452.77

MATCHLINE 1

TMS  
SVC pole #08

SH 365 TOLL

710+00

715+00

720+00

**Note to Crew:**  
• Update each pole ID tag with correct 14 digit GPS location number marked in RED which matches the XY coordinates obtained by GPS. Blue numbers refer to previous location ID  
• Contact TXDOT 48hrs prior to construction  
• CONFIRM PHASES & PHASE ROTATION AS NEEDED

**COLOR CODE LEGEND**  
RED - New Facilities  
GREEN - Existing/Transfer Facilities  
BLUE - Facilities to Be Removed



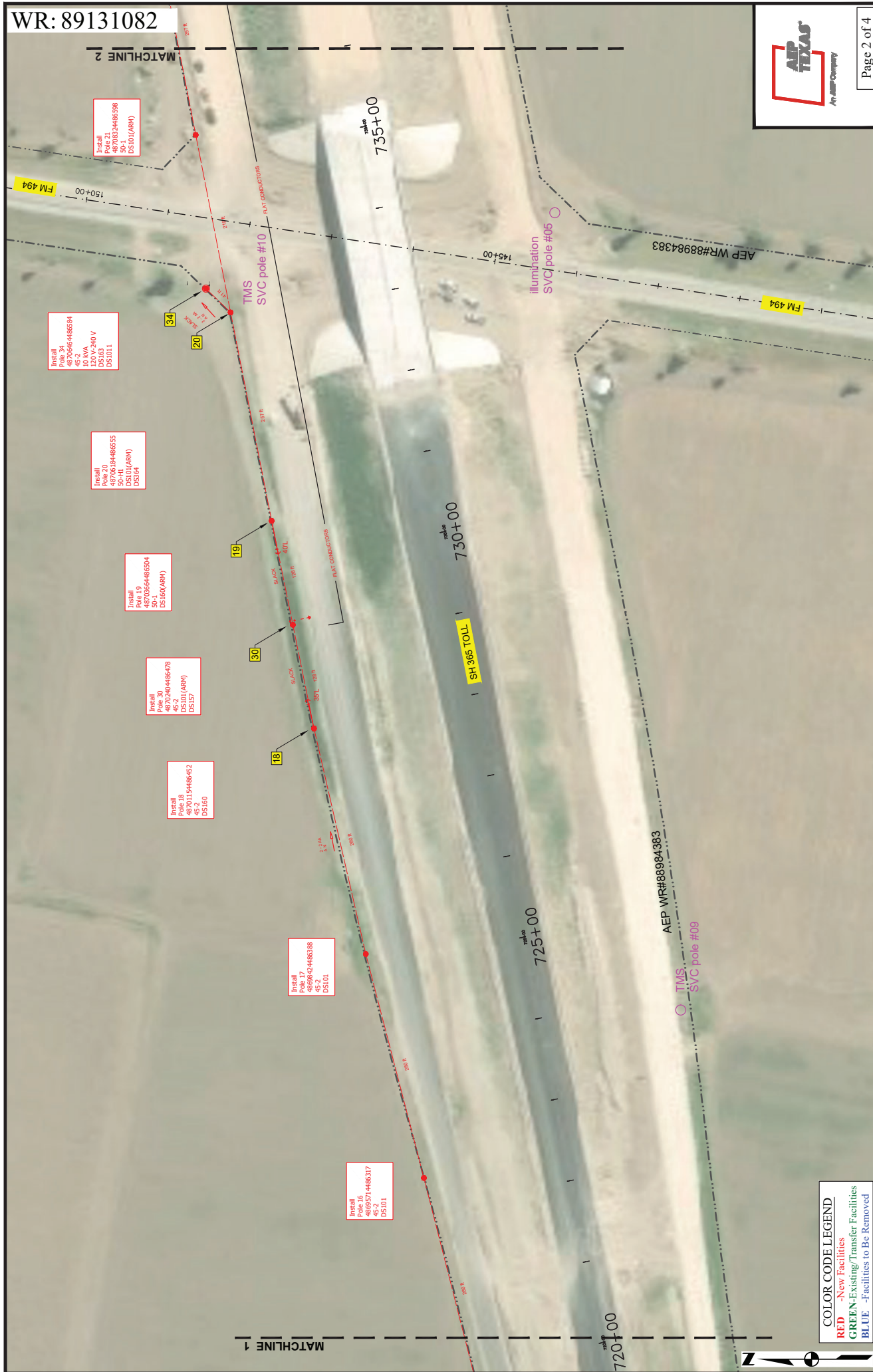
Job Description: HCRMA SH 365 TOLL PROJECT: EXTEND 3000 FEET SINGLE PHASE FOR ILLUMINATION AND TMS SERVICES				WR: 89131082
Customer: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY				WO: DCP0370017
Location: GLASSCOCK RD @ SH 365 TOLL				Man Hours: 164.44
District: 175 - Mission				Project ID: EDN100039
Station / Circuit: MAYBERRY STA / 94SB3160		City: GRANJENO		Date Completed: 05/16/2025
Tree Trimming: NO		N V: 12.47KV		County: HIDALGO
Drawn By: Juan Ramirez, Engineer, R01 Project Design		Phases: A N		Crew HQ:
Tel #: cell 956-367-2484 / office 956-283-2370		OWR: N/A		ESID: N/A
Issued for:		Accessible: YES		Scale: 1:100
Revision Date:		Page: 1 of 4		

Final

Rev: N/A



**COLOR CODE LEGEND**  
**RED** -New Facilities  
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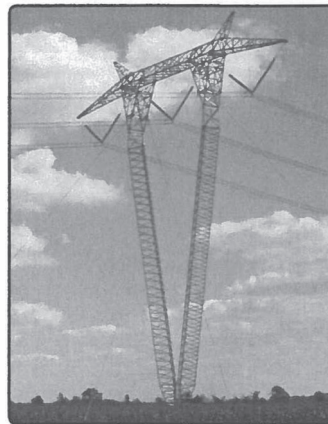
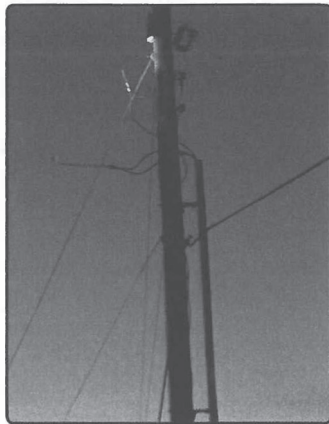
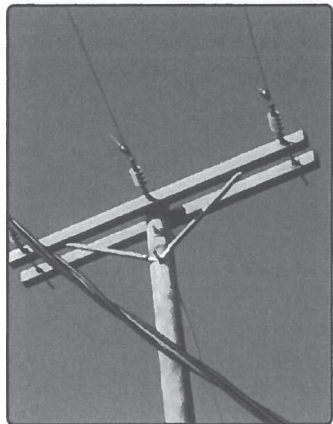






# Look Up for Lines

## Keep a Safe Distance from All Overhead Power Lines



Most contact with overhead power lines is accidental, but can result in severe injuries and even death. Fortunately, most, if not all, electrical accidents can be prevented. Before you begin any job, whether it's installing a TV antenna on your roof or constructing a new building, it's important to be aware of power line locations and the necessary safety precautions.

### Working Around Electricity

Electricity always attempts to travel to the ground and will follow all paths to get there. If a conductor of electricity becomes available, the electricity will follow that path to ground. Tools and equipment you use, and even your own body, are excellent conductors.

What does this mean? let's say you're using a ladder to do some work around your house. If that ladder accidentally touches an overhead power line, the ladder (and you) could become the path for the electricity, sending electricity through the ladder and your body, which can cause severe injuries or even death.

### Minimum Clearances

Always look up first for overhead power lines. If you see some in the area, there is a MINIMUM clearance of 10 feet which should be maintained. The minimum clearance increases as the voltage increases. Minimum clearances also can be affected by weather conditions, the type of work being performed, the equipment being used and other factors. Additional minimum clearances for various voltages are shown in this chart.

Line Voltage	Minimum Clearances
Up to 50,000 volts	10 feet
50,000 to 200,000 volts	15 feet
200,000 to 350,000 volts	20 feet
350,000 to 500,000 volts	25 feet
500,000 to 750,000 volts	35 feet
750,000 to 1,000,000 volts	45 feet

### Equipment and Overhead Lines

- Use a clean, dry wood or fiberglass ladder if electric lines are anywhere in the area. They are less likely to conduct electricity than a metal ladder.
- When installing an antenna, position it at least 1.5 times its total length away from power lines. If it starts to fall, let it go and stay clear.
- Be certain to maintain a safe clearance when the bed of a dump truck is raised.
- Know the minimum distance a crane can operate safely near a power line. Keep all parts of the crane and its load outside this area. If your crane does come in contact with an overhead line, don't leave the cab, call 9-1-1 and the power company immediately.
- Designate a worker responsible for signaling the crane operator when any part of the crane or its load approaches the minimum clearance limit. The worker should never touch the crane.
- Some jobs may require the line be de-energized to complete the task safely. The power company will work with you to determine if this is needed.
- Do not rely on proximity warning devices such as hook insulators or boom guards, because each has its limitations.
- Take time to plan any job and contact your local power company if you have any questions.

**:J:DrEJCAS**

A unit of American Electric Power

Item 4H

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  4H  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/18/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-45 – CONSIDERATION AND APPROVAL OF A REQUEST FROM PULICE CONSTRUCTION, INC. TO ADVANCE THE VALUE ENGINEERING CHANGE SAVINGS PAYMENT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of Resolution 2025-45 for advance VECP savings payments.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes      No   N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-45 – Consideration and Approval of a request form Pulice Construction, Inc. to advance the value engineering change savings payment, 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
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:   X   Approved      Disapproved      None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-45

**CONSIDERATION AND APPROVAL OF A REQUEST FROM PULICE CONSTRUCTION, INC TO ADVANCE THE VALUE ENGINEERING CHANGE PROPOSAL SAVINGS PAYMENTS.**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June, 2025, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 19, 2021, and on October 26, 2021, the Authority awarded the construction contract for the 365 Tollway Project to Pulice Construction, Inc. (the “Contractor”); and

WHEREAS, on December 21, 2021 the Authority and the Contractor entered into a contract for the 365 Tollway Project Construction; and

WHEREAS, on July 25, 2023, the Authority approved Change Order No. 5, which established a schedule for issuing payments for VECP savings to the contractor; and

WHEREAS, on June 5, 2025, the Authority received a request from the Contractor to advance the 80% progress and Final Acceptance VECP savings payments due to claimed delays on the project;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby \_\_\_\_\_ the request from Pulice Construction, Inc. to advance VECP savings payments in accordance with their request.
- Section 3. The Board hereby \_\_\_\_\_ the Executive Director to issue VECP savings payments to Pulice Construction, Inc. for the 80% progress and Final Acceptance, as approved by the Board.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24<sup>th</sup> day of June 2025, at which meeting a quorum was present.

---

Roberto L. Lozano, Chairman

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Carlos Del Angel, Secretary/Treasurer

Exhibit A

Pulice Request Letter

## Via Email and U.S. Mail

June 5, 2025

DCN: Pulice-HCRMA

Robert L. Lozano  
Chairman  
Hidalgo County Regional Mobility Authority  
203 W. Newcombe Avenue  
Pharr, TX 78577  
[Robert.Lozano@hcrma.net](mailto:Robert.Lozano@hcrma.net)

Pilar Rodriguez, PE  
Executive Director  
Hidalgo County Regional Mobility Authority  
203 W. Newcombe Avenue  
Pharr, TX 78577  
[prodriguez@hcrma.net](mailto:prodriguez@hcrma.net)

Project: **365 Toll Project (Seg 1 & 2) (“Project”)**

Subject: **Revised Schedule of VECP Savings Payments**

Dear Mr. Lozano and Mr. Rodriguez,

Per your request, Pulice Construction, Inc. (“Pulice”) hereby re-submits its request to update the payment schedule of the VECP Savings Payments. On December 21, 2021, Pulice and Hidalgo County Regional Mobility Authority (“HCRMA”) entered into Contract No. 0921-02-368 for the construction of the Project (the “Contract”). Section V of the Contract provides for a post-award Value Engineering Change Proposal (“VECP”). The purpose of a VECP provision is to incentivize the contractor to develop project savings that benefit both the owner and the contractor. As HCRMA directed, Pulice produced a VECP that resulted in significant cost savings to the Project and HCRMA. As a result of Pulice’s efforts, Pulice and HCRMA agree that Pulice is owed a total of **\$20,847,066** in VECP Savings under the Contract.

In July 2023, Pulice and HCRMA entered into Change Order # 5, which provided a schedule of five VECP Savings Payments to be made in relatively equal amounts as the Project reached the following milestones: 20 percent, 40 percent, 60 percent, 80 percent and Final Acceptance. Under the Baseline Schedule, Pulice already would have reached each of these milestones. The Project, however, has been plagued with multiple delays arising from owner-caused coordination issues and numerous utility conflicts. Pulice has provided HCRMA with a thorough review of the impacts in multiple notices and Time Impact Analyses. *See, e.g.*, Pulice’s January 16, 2025, Notice of Differing Site Conditions, Additional Compensation and Potential Time Impact and May 12, 2025 Supplemental Notice with TIA.

Most of the utilities were required to be relocated before NTP and at the very latest, all of them were to be relocated no later than March 31, 2022. See Special Provision 000-011. However, as of today, multiple AEP transmission lines, fiber optic lines, gas lines, power lines, and water lines still have not been relocated – **more than 3 years later**. As a consequence, the Project has incurred critical path delay of more than 338 days. But for the utility conflict delays, Pulice already would have reached all of the milestones in Change Order # 5 and would have been paid its VECP Savings Payments in full.

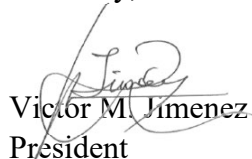
Change Order #5 reflected an initial payment of \$4,262,586.69, which was made on December 22, 2022. Since then, HCRMA has paid Pulice an additional \$7,457,528.82, which leaves a balance of **\$9,126,950.49** still due and owing to Pulice. Pulice proposes that HCRMA pay the remainder of the VECP Savings by **June 30, 2025**. Attached is an Amendment to Change Order #5, which reflects the updated payment schedule.

Pulice's proposal constitutes a reasonable change to the payment schedule considering the 3-year delay in clearing the utility conflicts and the corresponding impacts to the Project schedule. In the spirit of good faith and partnering, Pulice requests that HCRMA execute the amendment to Change Order #5 and complete the VECP savings payments to Pulice by June 30, 2025.

Pulice reserves, and does not waive, any and all of its rights and remedies under the Contract and applicable law.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Victor M. Jimenez  
President  
Pulice Construction, Inc.

ENCL.

Item 41

## 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

  41    
 06/18/25   
 06/24/25 

1. Agenda Item: **RESOLUTION 2025-46 – CONSIDERATION AND APPROVAL OF CONTRACT SUPPLEMENTAL AGREEMENT NUMBER 4 TO THE CERTAIN CONTRACT WITH POLICE CONSTRUCTION, INC. FOR THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of Contract Supplemental Agreement 4 with PCI.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes    No    N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-46 – Consideration and Approval Contract Supplemental Agreement Number 4 to the certain contract with Police Construction, Inc. 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
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:   X   Approved    Disapproved    None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-46

**CONSIDERATION AND APPROVAL OF CONTRACT SUPPLEMENTAL AGREEMENT NO. 4 TO THE CERTAIN CONTRACT WITH PULICE CONSTRUCTION, INC. FOR THE 365 TOLLWAY PROJECT.**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June, 2025, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on May 19, 2021, and on October 26, 2021, the Authority awarded the construction contract for the 365 Tollway Project to Pulice Construction, Inc. (the “Contractor”); and

WHEREAS, on December 21, 2021 the Authority and the Contractor entered into a contract for the 365 Tollway Project Construction; and

WHEREAS, on August 23, 2022, the Authority approved Contract Supplemental Agreement No. 1, clarifying the timing for early pay applications and processing documents in order to issue timely payment to the Contractor each month for the 365 Tollway; and

WHEREAS, on November 22, 2022, the Authority approved Contract Supplemental Agreement No. 2, outlining submission dates for payment in order to issue timely payment to the Contractor each month for the 365 Tollway; and

WHEREAS, on July 25, 2023, the Authority approved Change Order No. 5, which established a schedule for issuing payments for VECP savings to the contractor; and

WHEREAS, on April 23, 2024, the Authority approved Contract Supplemental Agreement No. 3, further clarifying the reporting, submittal, and payment schedule, including DBE involvement in the contract; and

WHEREAS, on June 5, 2025, the Authority received a request from the Contractor to advance the 80% progress and Final Acceptance VECP savings payments due to claimed delays on the project;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby agrees to amend the VECP Payment Schedule in Change Order No. 5 with the following schedule:

Construction Progress	Savings Payment	Payment Date
	\$11,604,155.97	Paid to date
May Pay Estimate	\$7,341,569.28	June 30, 2025
Total	\$18,945,725.25	

- Section 3. The Board hereby approves the Executive Director to issue VECP savings payments to Pulice Construction, Inc. for the 80% progress and Final Acceptance as part of the May Pay Estimate on June 30, 2025.

\*\*\*\*\*

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

---

Roberto L. Lozano, Chairman

---

Carlos Del Angel, Secretary/Treasurer

**Exhibit A**

Contract Supplemental Agreement No. 4

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

**CONTRACT SUPPLEMENTAL AGREEMENT NO. 4**

This Contract Supplemental Agreement No. 4 is the fourth supplemental agreement to that certain Contract No. 0921-020368 for the construction of the 365 Toll Project, by and between the Hidalgo County Regional Mobility Authority (the “Authority” or “Owner”) and Pulice Construction, Inc. (the “Contractor”), effective as of December 21, 2021 and incorporating the terms and conditions of “*Construction Contract Administration Manual, Chapter 11 Issues Affecting Payments,*” dated August, 2021.

**RECITALS**

WHEREAS, on May 19, 2021, and on October 26, 2021, the Authority awarded the construction contract for the 365 Tollway Project to Pulice Construction, Inc. (the “Contractor”); and

WHEREAS, on December 21, 2021 the Authority and the Contractor entered into a contract for the 365 Tollway Project Construction; and

WHEREAS, the Contract has been revised by fifteen change orders; and

WHEREAS, on August 23, 2022, the Authority approved Contract Supplemental Agreement No. 1, clarifying the timing for early pay applications and processing documents in order to issue timely payment to the Contractor each month for the 365 Tollway; and

WHEREAS, on November 22, 2022, the Authority approved Contract Supplemental Agreement No. 2, outlining submission dates for payment in order to issue timely payment to the Contractor each month for the 365 Tollway; and

WHEREAS, on July 25, 2023, the Authority approved Change Order No. 5, which established a schedule for issuing payments for VECP savings to the contractor; and

WHEREAS, on April 23, 2024, the Authority approved Contract Supplemental Agreement No. 3, further clarifying the reporting, submittal, and payment schedule, including DBE involvement in the contract; and

WHEREAS, on June 5, 2025, the Authority received a request from the Contractor to advance the 80% progress and Final Acceptance VECP savings payments.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN, THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

- Section 1. The recitals set forth above are full incorporated into this agreement.
- Section 2. The parties agree that the VECP payment schedule in Change Order #5 is deleted and replaced with the following schedule:

Construction Progress	Savings Payment	Payment Date
	\$11,604,155.97	Paid to date
May Pay Estimate	\$7,341,569.28	June 30, 2025
Total	\$18,945,725.25	

- Section 3. Authority agrees to make the remaining VECP savings payments to Contractor in accordance with the VECP Payment schedule above.
- Section 4. Contractor agrees to amend its Performance and Payment Bonds to increase the penal sum by the total amount of the remaining VECP payments - \$7,341,569.28.
- Section 5. Except as provided for herein, all terms and conditions of the Contract and subsequent change orders remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY

PULICE CONSTRUCTION, INC.

By: \_\_\_\_\_

Pilar Rodriguez  
Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Victor Jimenez  
President

Date: \_\_\_\_\_

Item 4J

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

### AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  41  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/18/25  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/24/25  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2025-47 – CONSIDERATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, CITY OF MISSION, CITY OF PEÑITAS, AND THE AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR ADVANCE PROJECT DEVELOPMENT OF SECTION A OF THE HIDALGO COUNTY LOOP SYSTEM.**
2. Nature of Request: (Brief Overview) Attachments:   X   Yes      No  
Consideration and Approval of MOU between County of Hidalgo, City of Mission, City of Peñitas, and HCRMA.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   X   Yes      No   N/A
5. Staff Recommendation: **Motion to Approve Resolution 2025-47 – Consideration and Approval of a Memorandum of Understanding between the County of Hidalgo, City of Mission, City of Peñitas, and the Hidalgo County Regional Mobility Authority for advance project development of Section A of the Hidalgo County Loop System, 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
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 COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION No. 2025-47

**Consideration and approval of a Memorandum of Understanding between the  
County of Hidalgo, City of Mission, City of Peñitas, and the  
Hidalgo County Regional Mobility Authority for advance project development of Section A  
of the Hidalgo County Loop System**

THIS RESOLUTION is adopted this 24<sup>th</sup> day of June, 2025 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five-year strategic plan; and

WHEREAS, in 2016 and 2020, the HCRMA exercised primacy over components of the Loop Project, and pursuant to Section 373.007, Texas Transportation Code, an exercise of primacy over a phase of a toll project is an exercise of primacy over the entire project; and

WHEREAS, on December 17, 2024, the Authority approved the 2025-2029 Strategic Plan -Update for the Hidalgo County Regional Mobility Authority Loop System; and

WHEREAS, on March 25, 2025, the Authority amended the 2025-2029 Strategic Plan -Update for the Hidalgo County Regional Mobility Loop System; and

WHEREAS, the County, City of Mission, and City of Peñitas have requested that the HCRMA expedite the development of (i) Section A of the Loop Project a key corridor in the Cities of Mission, Peñitas, and the County and have committed to jointly fund and promote the advanced planning for Section A in order to accelerate this project; and

WHEREAS, the HCRMA agrees to accelerate the development of Segment 4 and enter into a Memorandum of Understanding with the County of Hidalgo, City of Mission, and City of Peñitas to accelerate the development of Section A;

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

Section 2. The Board hereby approves the Memorandum of Understanding between the County of Hidalgo, City of Mission, City of Peñitas, and the Hidalgo County Regional Mobility Authority for advance project development of Section A of the Hidalgo County Loop System attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Memorandum of Understanding between the County of Hidalgo, City of Mission, City of Peñitas, and the Hidalgo County Regional Mobility Authority for advance project development of Section A of the Hidalgo County Loop System.

\*\*\*\*\*

Passed and approved as to be effective immediately this 24<sup>th</sup> day of June, 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:

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Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

HIDALGO COUNTY, HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,  
CITY OF MISSION, AND CITY OF PEÑITAS  
FOR ADVANCED PROJECT DEVELOPMENT OF  
SECTION “A” AND SEGMENT 4  
OF THE HIDALGO COUNTY LOOP SYSTEM

## MEMORANDUM OF UNDERSTANDING

### AMONG

**HIDALGO COUNTY, HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,  
CITY OF MISSION, AND CITY OF PEÑITAS**

**FOR ADVANCED PROJECT PLANNING OF SECTION A AND SEGMENT 4  
THE “WESTERN INNER LOOP” OF THE HIDALGO COUNTY LOOP PROJECT**

This Memorandum of Understanding (the “**MOU**”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and among **Hidalgo County** (the “**County**”) a Texas political subdivision and county, acting through its County Judge, as authorized by the Hidalgo County Commissioners Court; the **Hidalgo County Regional Mobility Authority** (the “**HCRMA**”), a regional mobility authority and political subdivision of the State of Texas, acting through its Chairman, as authorized by the Hidalgo County Regional Mobility Authority Board of Directors, the **City of Mission** (“**Mission**”), Texas municipal corporation and home rule city acting through its Mayor as authorized by the City of Mission City Council; and the **City of Peñitas** (“**Peñitas**”), a Texas municipal corporation and home rule city acting through its Mayor as authorized by the City of Peñitas City Council-. The County, the HCRMA, Mission, and Peñitas may each individually be referred herein to as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

WHEREAS, the HCRMA was created in 2005 by request of Hidalgo County (the “**County**”) and approval of the Texas Transportation Commission (the “**Commission**”) to accelerate needed transportation projects in the County, including the Hidalgo County Loop project (the “**Loop Project**”);

WHEREAS, in 1996, the Hidalgo County Metropolitan Planning Organization and the Pharr District of the Texas Department of Transportation (“**TxDOT**”) agreed on the need for the Loop Project and initiated a corridor study area; in 2002, the County conducted a route study for the Loop Project and began advanced project development; in 2007, the HCRMA began efforts to undertake the Loop Project and from 2008-2010, a technically preferred alignment was established for the entire Loop Project;

WHEREAS, in 2010, the HCRMA elected to segment the Loop Project into Sections A-F for development (as described in Exhibit A), resulting in significantmajor portions of the project being complete or underway, to wit: (i) the 365 Tollway, Segments 1 and 2 areis currently under construction, ~~and~~ Segment 3 is complete and open to traffic; (ii) the International Bridge Trade Corridor (“**IBTC**”) was environmentally cleared by the HCRMA is-under advanced planning is underway by TxDOT, as a non-tolled project, and that process is substantially complete, and (iii) the I-69 Connection to IBTC (SH 68) is currently being designed by TxDOT as a non-tolled project~~has advanced planning underway~~;

WHEREAS, in 2016 and 2020, the HCRMA exercised primacy over components of the Loop Project, and pursuant to Section 373.007, Texas Transportation Code, an exercise of primacy over a phase of a toll project is an exercise of primacy over the entire project;

WHEREAS, the County, Mission, and Peñitas (the “**Local Governments**”) have requested that the HCRMA expedite the development of (i) Section A of the Loop Project (the “**Section A**” or the “**Project**”,

as further described below and on Exhibit A hereto), a key corridor in the Cities of Mission, Peñitas, and the County and have committed to jointly fund and promote the advanced planning for Section A in order to accelerate this project, and (ii) Segment 4 of the 365 Tollway (“Segment 4”), the connector from the 365 Tollway to Section A; and

WHEREAS, the HCRMA agrees to accelerate the development of Segment 4 and to work with the Local Governments to accelerate the development of Section A;

NOW, THEREFORE, in consideration of the facts recited above and the mutual terms and conditions contained herein below, the Parties agree and commit as follows:

**I. Advanced Planning for Section A.**

A Project. Section A is an off-system roadway, approximately 10.17 miles from FM 1016 (Conway Ave.) to W. Mile 3 Road. Until reconsideration and approval by the HCRMA, the Project shall be planned as a restricted access toll road, with free frontage roads, connecting to or incorporated into the 365 Tollway. Until reconsideration and approval by the HCRMA, the Project shall be planned as an Over Size/Over Weight Corridor. The Project is estimated to cost \$411 million to complete, and for purposes of construction, shall be planned as a state and federally funded roadway (see Exhibit B, Preliminary Project Budget). The Project shall be developed through a traditional design, bid, build delivery process.

B. Project Sponsor. The HCRMA will remain as the Project Sponsor for Section A ~~(the “Project”).~~ As **“Project Sponsor”**, the HCRMA is responsible for defining the criteria for Project success, including timelines, roles, and milestones, as well as defining Project scope and establishing a phasing plan for the Project. In addition, the Project Sponsor shall review submissions under the Work for approval concurrently with TxDOT. Upon the completion of the items (i) – (iv) of the Work (defined in Section C below), the HCRMA shall work with TxDOT and the Local Governments to establish a plans for funding Phase 2 of the Project: Project Design and Phase 3 of the Project: Construction.

C. Project Manager. The County shall be the Project Manager for Section A. As Project Manager, the County is responsible for undertaking the advanced planning work pursuant to the terms of this Agreement and a Project Coordination and Development Agreement with the Project Sponsor.

~~B. Project. Section A is an off-system roadway, approximately 10.17 miles from FM 1016 (Conway Ave.) to W. Mile 3 Road. Until reconsideration and approval by the HCRMA, the Project shall be planned as a restricted access toll road, with free frontage roads, connecting to or incorporated into the 365 Tollway. Until reconsideration and approval by the HCRMA, the Project shall be planned as an Over Size/Over Weight Corridor. The Project is estimated to cost \$411 million to complete, and for purposes of construction, shall be planned as a state and federally funded roadway (see Exhibit B, Preliminary Project Budget). The Project shall be developed through a traditional design, bid, build delivery process.~~

DE. Scope of Work. The scope of work (the **“Work”**) under this Agreement shall be the initial phase of the Project, the advanced planning work as described in items (i)-(iv) below. Pursuant to the terms herein, the County agrees to undertake the Work, to include:

- i. Environmental Assessment, Mitigation, and Clearance; and Preliminary Design  
Development of a transportation must comply with the National Environmental policy Act (“NEPA”) and National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The Project shall be cleared as a toll road, with a non-toll alternative.
- ii. Plans, Schematics, and Estimates (PS&E)  
Development of plans, schematics, and engineer’s estimate under the current TxDOT Standard Specifications and in compliance with *PS&E Preparation Manual*, dated October 2024. The PS&E phase may run concurrently with the environmental compliance, right-of-way acquisition, and utility phases, but the County acknowledges that proceeding with such tasks concurrently before clearing environmental commitments initiates risk.
- iii. Right of Way Acquisition  
Acquisition of right-of-way and real property shall occur in accordance with state and federal guidelines. The County shall acquire necessary right of way in its name and convey the right-of-way with the frontage roads to the HCRMA upon (1) completion and acceptance of the frontage roads, if applicable, or (2) upon completion of the Work if the County does not elect to construct and deliver the frontage roads.
- iv. Utility Relocation  
The adjustment, removal, or relocation of utility facilities shall be in accordance with applicable state laws, regulations, rules, policies, and procedures for tolled facilities.
- v. Design and Construction of Frontage Roads. Upon the completion of items (i) – (iv) of this section, the County may, at its option, elect to design and construct the frontage roads for the Project as a local project, using local funds, or through state or federal grants. The frontage roads shall not be tolled.

For purposes of the Work, the County will operate as a “local government” and/or “local project agency” in compliance with TxDOT manuals, checklists, and agreements, including, but not limited to, the items listed in Exhibit D hereto. If an Advanced Funding Agreement or other agreement with TxDOT is executed to allocate state or federal funds for any part of the Work, the County and HCRMA will coordinate responsibilities and reimbursements (if any) with TxDOT.

The parties agree that items (i) through (iv) shall be completed by the County no later than August 1, 2032, unless otherwise agreed to by the parties.

## **II. Contributions by the Parties for the Advanced Planning Phase for Section A.**

Section A, which is currently on the HCRMA’s mid-term strategic plan shall be expedited for advanced project planning through the combined efforts and contributions of the Parties. If reimbursement from the state or federal government is sought for the Work, the County agrees to complete appropriate TxDOT training and understands that TxDOT will require full compliance with an Advanced Funding Agreement

(or other agreement initiated by TxDOT), including all Federal Funding Accountability and Transparency Act (2 CFR Part 170, including Appendix A) requirements.

Each of the Parties has agreed to participate in this initial phase for Section A as follows:

**A. Hidalgo County Regional Mobility Authority:**

- i. Project Sponsor. HCRMA will maintain its role as the Project Sponsor as described in Section I.B.A. above.
- ii. Traffic and revenue report and analysis. HCRMA shall provide for a traffic and revenue forecast to support the conceptual analysis and feasibility of Section A as a tolled facility for independent viability, as an extension of the 365 Tollway, and as a tolled and non-tolled connector of Section C to the 365 Tollway.

**B. Hidalgo County:**

- i. Project Manager with oversight by a General Engineering Consultant in compliance with Exhibit C;
- ii. Preliminary Design and Environmental Assessment, Mitigation, and Clearance in compliance with Exhibit C;
- iii. Plans, Specifications, and Estimates (PS&E) in compliance with Exhibit C;
- iv. Right of Way Acquisition in compliance with Exhibit C;
- v. Utility Relocation in compliance with Exhibit C; and
- vi. Design and Construction of Frontage Roads. If the County elects to design and construct the frontage roads as a local project, the County and HCRMA shall enter an agreement for this work to ensure compliance with funding requirements for the frontage roads and the future main lanes.

Further, if the County designs and constructs the frontage roads, the County shall agree to maintain such frontage roadways until such time as Section A is complete and open to traffic, whereby the County shall donate the frontage roads to the HCRMA and the HCRMA shall assume responsibility for maintenance of all of Section A.

**C. Advanced Development Work Funding**

A preliminary budget for the Work is included in Exhibit B. The Parties agree to fund the Work as follows:

- i. HCRMA: The HCMA shall undertake the following at its own expense:
  1. Required review and acceptance of components of the Work, and
  2. Traffic and revenue analysis of Section A.

- ii. Local Governments: The County shall undertake the Work pursuant to a joint funding agreement with Mission and Peñitas, whereby the parties to that Agreement agree as follows:
  1. Mission shall contribute [\$12 million, including \$10 million of reallocated transportation dollars subject to the RGVMPPO approval and \$2 million of local funds];
  2. Peñitas shall contribute, or if appropriate, the County (Precinct 3) shall contribute on behalf of Peñitas, [\$10 million of reallocated transportation dollars subject to RGVMPPO approval];
  3. County and Mission shall contribute or secure the balance of funds needed to complete the Work, estimated to be \$90 million.

The Parties acknowledge that the use of state and federal funds for all or part of the Work requires additional compliance with state and federal regulations and will subject the County and the HCRMA to an Advanced Funding Agreement with TxDOT. The County agrees to comply with any requirements thereunder.

### III. Development of Segment 4.

A. Project Sponsor and Project Manager. The HCRMA will remain as Project Sponsor and Project Manager of Segment 4. The Parties agree that the completion of Segment 4 is critical to connecting Section A to the 365 Tollway. Accordingly, the HCRMA agrees to expedite this project. The parties agree that items (B)(i) through (B)(iv) below shall be completed by the HCRMA no later than August 1, 2032, unless otherwise agreed to by the parties.

B. Scope of Work. The scope of work under this Agreement shall be the initial phase of Segment 4, the advanced planning work as described in items (i)-(iv) below. Pursuant to the terms herein, the HCRMA agrees to undertake the Work, to include:

- i. Environmental Assessment, Mitigation, and Clearance; and Preliminary Design  
Development of a transportation must comply with the National Environmental policy Act (“NEPA”) and National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. Segment 4 shall be cleared as a toll road.
- ii. Plans, Schematics, and Estimates (PS&E)  
Development of plans, schematics, and engineer’s estimate under the current TxDOT Standard Specifications and in compliance with *PS&E Preparation Manual*, dated October 2024. The PS&E phase may run concurrently with the environmental compliance, right-of-way acquisition, and utility phases, but the HCRMA acknowledges that proceeding with such tasks concurrently before clearing environmental commitments initiates risk.
- iii. Right of Way Acquisition  
Acquisition of right-of-way and real property shall occur in accordance with state and federal guidelines.

iv. Utility Relocation

The adjustment, removal, or relocation of utility facilities shall be in accordance with applicable state laws, regulations, rules, policies, and procedures for tolled facilities.

**HH.IV. Definitive Agreements**

Upon full approval and execution of this Agreement, negotiations will commence on finalizing the contracts necessary to carry out the commitments summarized in this MOU, to include without limitation, the following: (i) a **Joint Funding Agreement** to fund the Work that reflects the available and secured sources of funds as preliminarily identified in Exhibit B, (ii) **Right of Way Donation Agreement(s)** for the donation by of right-of-way for Section A, and (iii) a **Project Development and Coordination Agreement** to outline the Parties' rights and responsibilities with regard to the advanced project planning of Section A, reflecting the terms identified in this MOU, including the Exhibits hereto.

The foregoing notwithstanding, this MOU shall not be construed to require a Party to approve any recommended or negotiated contract identified in this MOU; each Party may, in its sole discretion and for any reason, elect to approve or not to approve or execute any subsequent contract.

**IV.V. Non-binding MOU**

This MOU is not legally binding and is only intended to summarize the understanding among the Parties and to show an intent to proceed in general accordance with the commitments and agreements summarized herein. Nothing expressed or implied herein legally commits any Party to perform any obligation or commitment. Only a fully executed contract(s) will be binding on the Parties signing said contract(s).

**V.VI. Miscellaneous**

- A. Termination. This MOU may be terminated at any time by mutual agreement of the Parties. This MOU will automatically terminate if the Project Development and Coordination Agreement and Joint Funding Agreement are not finalized and fully executed before ~~December 31~~July 1, 2025, unless otherwise agreed to by the Parties.
- B. Amendment. This MOU may not be amended or supplemented except in a subsequent writing expressly modifying or supplementing this MOU and signed by the Parties.
- C. Counterparts. This MOU may be executed in one or more counterparts which may include mutually approved electronic execution, each of which shall be deemed an original and all of which taken together will constitute the same instrument.
- D. Governing Law; No Waiver of Immunity. This MOU is governed by the laws of the State of Texas, without regard to conflict of laws principles. Notwithstanding any provision in this MOU, no Party will be required to perform any act or to refrain from any act if that performance or non-performance would constitute a violation of the Constitution or other laws of the State of Texas. The Parties do not intend to waive of any immunity to which it is entitled under Texas law.
- E. No Assignment. This MOU, and any interest or right in this MOU, may not be assigned by any Party.

*[Signature page to follow]*

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

**HIDALGO COUNTY**

**HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Richard Cortez  
County Judge

\_\_\_\_\_  
Robert L. Lozano  
Chairman

Date:

Date:

**CITY OF MISSION**

**CITY OF PEÑITAS**

\_\_\_\_\_  
Nori Gonzalez Garza  
Mayor

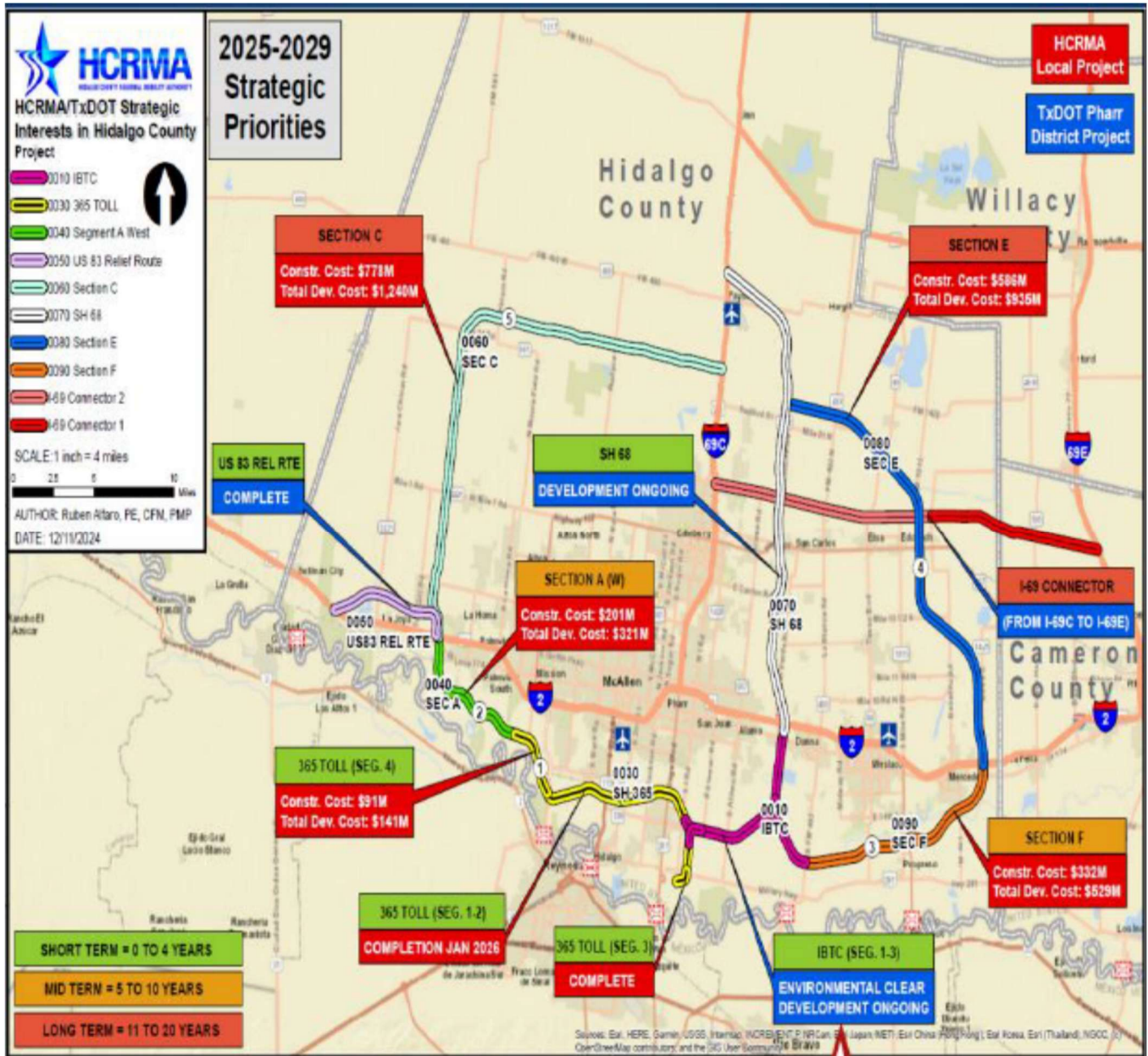
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Ramiro Loya  
Mayor

Date:

Date:

**Exhibit A**  
**Hidalgo County Loop Project, including Section A**

**HIDALGO COUNTY LOOP PROJECT**



**Exhibit B**

**Advanced Planning Budget for Section A (Preliminary - June, 2024)**

Uses of Funds

Total estimated cost of the Work: \$111,762,060

GEC / Project Management	\$3,966,300
Environmental Clearance and Preliminary Engineering	\$13,221,000
PS&E*	\$7,403,760
ROW Acquisition**	\$73,950,000
Utility Relocation	\$13,221,000
Environmental Mitigation***	tbd

*\*Frontage Roads only*

*\*\*ROW acquisition is anticipated to include residential displacements*

*\*\*\*Environmental mitigation is anticipated to include addressing  
federally protected land*

Sources of Funds

Hidalgo County / City of Mission	***\$89,762,060
City of Mission	\$12,000,000
City of Peñitas	\$10,000,000

*\*\*\*\$12,823,151 per year over 7 years;*

*County and Mission will seek state and federal grants for this Project*

## **Exhibit C**

### **Required Standard of Work - County**

The Parties agree the following requirements will be included in the appropriate definitive documents.

**A. Project Manager with oversight by General Engineering Consultant**, including:

1. **Procurement of Professional Services**. Managing procurement of professional services for the Work to comply with federal requirements cited in 23 CFR Part 172, if the Work is federal funded, and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters in place at the time the Work is performed. The County shall submit its procurement selection process for prior approval by the HCRMA and TxDOT. All professional services contracts must be reviewed and approved by the HCRMA and TxDOT prior to execution by the County.
2. **Procurement and Property Management Standards**. The County shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards, and to the Texas Uniform Grant Management Standards. TxDOT must pre-approve the County's procurement procedures for purchases to be eligible for state or federal funds.
3. **Civil Rights Act**. Managing compliance with applicable Civil Rights regulations under state and federal laws, including nondiscrimination requirements, Disadvantaged Business Enterprise (DBE) program requirements, information and reports, subcontracting requirements, and incorporation of required provisions in every subcontract.
4. **Debarment**. Ensuring that if federal funds are used, the County does not make any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension," and complies in full with the requirements of Executive Order 12549. The County shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the HCRMA or TxDOT, to furnish a copy of the certification. If state funds are used, the County is prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.
5. **Lobbying Certification**. If federal funds are used, ensure that the County certifies that no federal appropriated funds have been paid or will be paid in connection with the awarding of the Agreement, awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If applicable, the County shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying. The County shall require that required certifications shall be included in the award documents for all sub-awards at all tiers and sub-recipients shall certify and disclose accordingly.

**B. Environmental Assessment and Mitigation**, including:

1. Assessment. The identification and assessment of any environmental problems associated with the development of the Project.
2. Mitigation. The cost of any environmental problem's mitigation and remediation.
3. Public Involvement. Providing any public meetings and public hearings required for the environmental process on behalf of the Project Sponsor. Public hearings will not be held prior to the approval of the Project schematic.
4. Environmental Documents. The preparation of the NEPA documents required for the environmental clearance of the Project.
5. Clearance. Providing the HCRMA and TxDOT written documentation from the appropriate regulatory agencies that all environmental clearances have been obtained.

Environmental work shall be undertaken in compliance with all state and federal guidelines, including applicable TxDOT manuals and TxDOT's "Attachment C- Services to be provided by the Engineer".

**C. Right of Way and Real Property**, including:

1. Title to Property. Title to right of way and other related real property must be acceptable HCRMA and TxDOT before the funds may be expended for the improvement of the right of way or real property.
2. Access. Property owned by the Local Governments, or other jurisdictions, that is part of the Project site shall be available to the County, HCRMA, and TxDOT (or their respective representatives) to access or occupy the site to perform activities required to execute the Work.
3. Relocation Assistance and Acquisition. Complying with and assuming costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A Section 4601 et seq., including those provisions related to incidental expenses incurred by the property owners in conveying the real property to the County and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 245.2(g). Documentation to support such compliance must be maintained and made available to TxDOT and its representative for review and inspection.
4. Evidence of Title. Assuming all costs and performing necessary requirements to provide any necessary evidence of title or right of use in the name of the County to the real property required for development of the Project. The evidence of title or rights shall (i) be acceptable to HCRMA and TxDOT, and (ii) be free and clear of all encroachments.
5. Right of Entry. Securing and providing easements and any needed rights of entry over other land needed to develop the Project according to the approved Project plans. The County shall be responsible for securing any additional real property required for completion of the Project.
6. Fair Market Value. Providing all documents to the HCRMA and TxDOT regarding fair market value of the any donated real property. For donated property to be used as funding match, TxDOT will review

the County's appraisal, determine the fair market value and credit that amount towards the HCRMA's financial share of the Project.

7. Maps. Preparing real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the HCRMA and TxDOT for approval prior to acquiring the real property. Tracings of the maps shall be retained by the County and HCRMA for a permanent record.
8. Records. Making a determination of property values for each real property parcel by methods acceptable to the HCRMA and TxDOT and to submit to the HCRMA and TxDOT a tabulation of the values so determined, signed by the appropriate County representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values.

The County shall acquire necessary right of way in its name and convey the right of way (with the frontage roads, if applicable) to the HCRMA upon (1) completion and acceptance of the frontage roads or (2) upon completion of the Work if the County does not elect to construct and deliver the frontage roads

**D. Utilities**, including:

1. Relocation. The adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the HCRMA or TxDOT of a delay resulting from the County's failure to ensure that the utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.
2. Identify Utilities on the Project. The County shall map and notify HCRMA and TxDOT of all utilities on the Project, prior to any adjustment, removal, or relocation of utility facilities.
3. Variance. Advanced approval from HCRMA and TxDOT is required for any variance from established procedures under TxDOT manuals.
4. Certification. Providing the HCRMA and TxDOT a certification stating that the County has complete the adjustment of all utilities that must be adjusted before construction is commenced.

**E. Plans, Specifications and Estimates (PS&E)**, including:

1. Compliance with TDLR. Ensuring all plans for the Project are in compliance with the standards issued or approved by the Texas Department of Licensing and Regulation as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).
2. Compliance with TxDOT Standards. Developing engineering plans in accordance with the applicable TxDOT *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. PS&E shall conform to applicable TxDOT manuals as if it were an on-system project, as well as the (a) TxDOT Schematic Review

Checklist (version 2-28-2022); (b) TxDOT Schematic Guideline Checklist (Pharr District), including additional requirements for local projects, and (c) TxDOT's "Attachment C – Services to be Provided by the Engineer".

3. Concurrent Action. If the County elects to proceed with the PS&E phase concurrently with the environmental compliance, right of way acquisition, and utility phases, the County assumes the risk of proceeding with such tasks before clearing environment commitments.
4. Coordination with HCRMA and TxDOT. The County shall coordinate with HCRMA and TxDOT staff early in the PS&E phase to proceed efficiently with design.

**F. Administrative and Financial Responsibilities, including:**

1. Cost Principles. If any portion of the Work will be reimbursed with federal funds, the County shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.
2. Audit Report. The County shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards.
3. Ownership of Documents. Upon completion of the Work or termination of the "**Project Development and Coordination Agreement**", all data, information, and documents prepared in furtherance of the Project, shall be made available to the HCRMA and TxDOT without restriction or limitation on their further use. All documents produced, approved, or accepted by the County shall be transmitted to the HCRMA and TxDOT, in the format directed by TxDOT on a monthly basis. The originals shall remain property of the County, until the Work is complete and accepted, and at such time shall be transferred to the HCRMA.
4. Books and Records. The County shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the HCRMA, TxDOT, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, HCRMA, TxDOT, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**Exhibit E**

**Required Compliance Guidelines for the Work**

The Parties agree the PS&E will be undertaken in compliance with the following guidelines and complete checklists will be submitted to the HCRMA and TxDOT as applicable. The County agrees to include this requirement in applicable contracts.

1. Texas Department of Transportation Design Division, Project Delivery Section (DES-PDS) Schematic Review Checklist
2. TxDOT Pharr District Schematic Guideline Checklist – All Schematics, including provisions for Local Government Projects
3. TxDOT Attachment C, Services to be Provided by the Engineer