

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, SEPTEMBER 23, 2025
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd 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

PLEDGE OF ALLEGIANCE

INVOCATION

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 August 26, 2025.

B. Approval of Project & General Expense Report for the period from August 9, 2025 to September 5, 2025.

C. Approval of Financial Reports for August 2025.

4. REGULAR AGENDA

- A. Resolution 2025-56 –Consideration and Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.
- B. Resolution 2025-57 – Consideration and approval of Work Authorization 2 to the Professional Service Agreement with ECS for forensic testing of Hidalgo County Irrigation District Number 2 irrigation pipe as part of the 365 Tollway Project.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with Attorney on legal issues pertaining to the advance project development of the 365 Tollway Segment 4, Section “A” West and Section “C” of the Hidalgo County Loop System (Section 551.071 T.G.C.).
- B. Consultation with Attorney on legal issues pertaining to a Memorandum of Understanding between the Hidalgo County Regional Mobility Authority and Hidalgo County for Section “A” West (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to ERCOT and AEP Transmission relocation of utility lines for the 365 Tollway Project (Section 551.071 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the Joint Use Agreement between Hidalgo County Irrigation District Number 2 and the Hidalgo County Regional Mobility Authority for the 365 Tollway Project (Section 551.071 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to 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) 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 17th day of **September 2025** at **5:00 pm** and will remain so posted continuously for at least three (3) business days preceding the scheduled day of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Program Coordinator

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

PUBLIC COMMENT POLICY

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

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

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

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

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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
 09/15/2025
 09/23/2025

1. Agenda Item: **CHAIRMAN'S REPORT.**
2. Nature of Request: (Brief Overview) Attachments: Yes X No
Chairman's Report
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. Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

CHAIRMAN'S REPORT Tuesday, September 23, 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
09/15/2025
09/23/2025

TECHNICAL COMMITTEE

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



HCRMA Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice-Chairman

Juan Carlos Del Angel, Secretary/Treasurer

Jose Maria “Joe” Ochoa, Director

Roel “Roy” Rodriguez, P.E., Director

Javier Peña, 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.



MONTHLY OVERWEIGHT REPORT:

August 1, 2025 – August 31, 2025

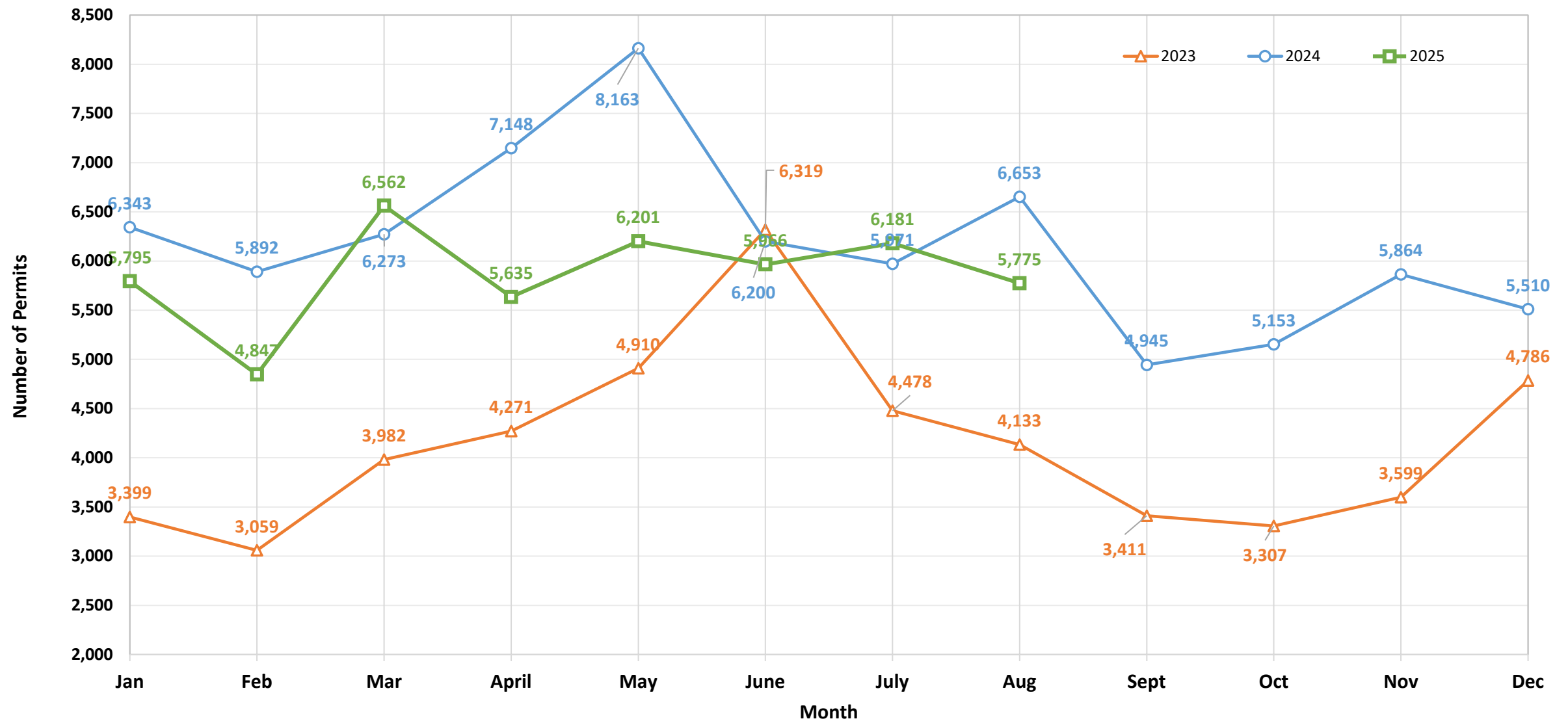
	Current Year	2024	% CHANGE
Total Permits Issued:	5,775	6,653	-13.20%
Total Amount Collected:	\$ 1,177,242.00	\$ 1,359,010.00	-13.38%
■ Convenience Fees:	\$ 22,242.00	\$ 28,410.00	
■ Total Permit Fees:	\$ 1,155,000.00	\$ 1,330,600.00	
– Pro Miles:	\$ 17,325.00	\$ 19,959.00	
– TxDOT (On system):	\$ 968,178.75	\$ 1,131,010.00	
– Local (Off system):	\$ 13,571.25		
– HCRMA:	\$ 155,925.00	\$ 179,631.00	-13.20%

Effective November 13, 2017, permit fee increased from \$80 to \$200
 Convenience fees: 3% of Credit Card Payment
 Pro Miles: 1.5% of Total Permit fees.
 TxDOT & Local: 85% of Total Permit fees.
 HCRMA: 13.5% of Total Permit fees.



Latest 3-Years Monthly Comparison

Overweight/Oversized Permit Count
2023 - 2025 Monthly Comparison



YEARLY OVERWEIGHT REPORT:

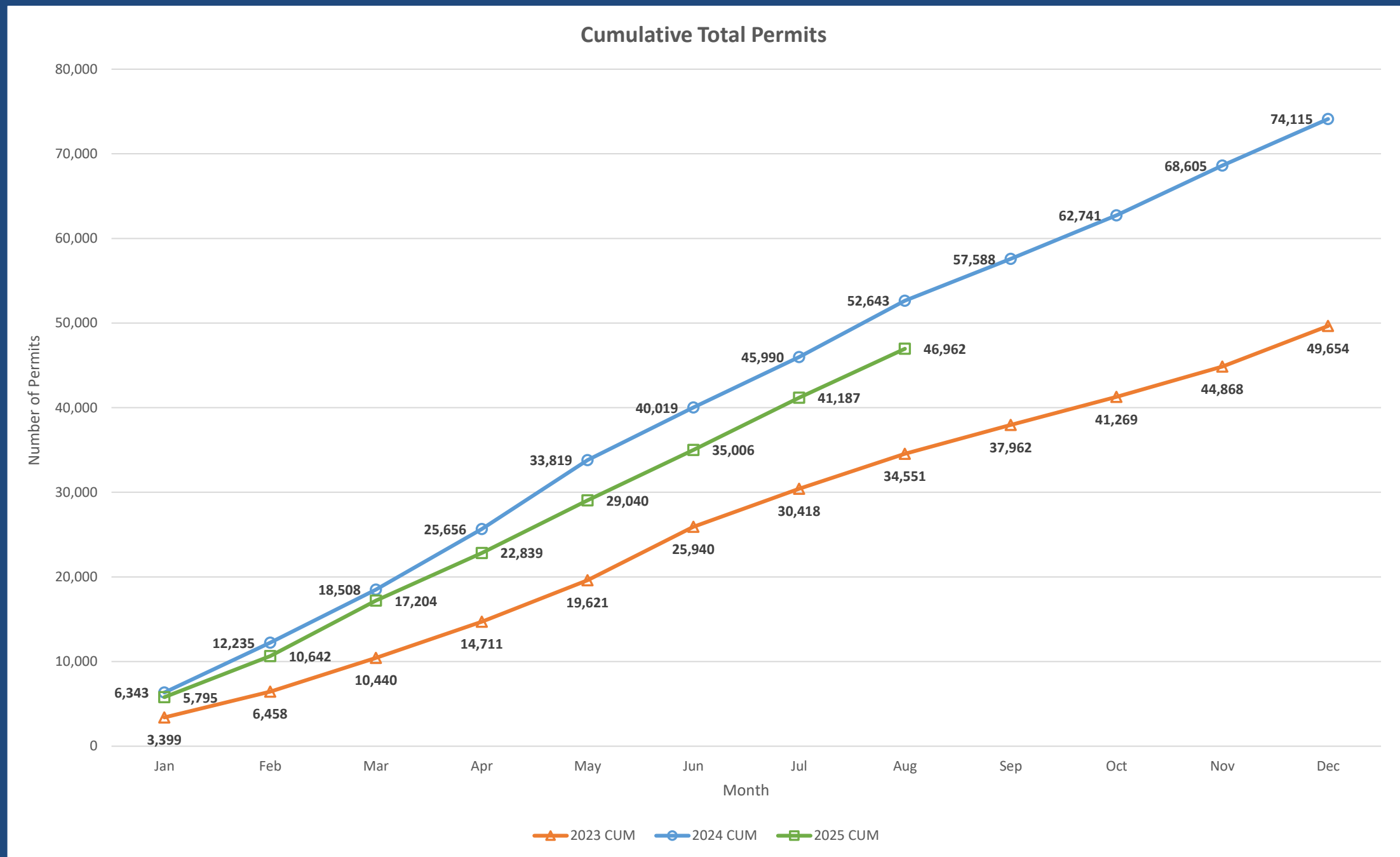
January 1, 2025 – August 31, 2025

	Current Year	2024	% CHANGE
Total Permits Issued:	46,962	52,643	-10.79%
Total Amount Collected:	\$ 9,584,328.00	\$10,756,402.00	-10.90%
■ Convenience Fees*:	\$ 191,928.00	\$ 227,802.00	
■ Total Permit Fees:	\$ 9,392,400.00	\$10,528,600.00	
– Pro Miles:	\$ 140,886.00	\$ 157,929.00	
– TxDOT (On system):	\$ 7,873,179.30	\$ 8,949,310.00	
– Local (Off system):	\$ 110,360.70		
– HCRMA:	\$ 1,267,974.00	\$ 1,421,361.00	-10.79%

Effective November 13, 2017, permit fee increased from \$80 to \$200
 Convenience fees: 3% of Credit Card Payment
 Pro Miles: 1.5% of Total Permit fees.
 TxDOT & Local: 85% of Total Permit fees.
 HCRMA: 13.5% of Total Permit fees.



Latest 3-Years Yearly Cumulative Comparison



ACCUMULATED OVERWEIGHT REPORT:

January 1, 2014 – August 31, 2025

Total Permits Issued:	435,785
Total Amount Collected:	\$ 77,818,888.00
■ Convenience Fees:	\$ 1,547,688.00
■ Total Permit Fees:	\$ 76,271,200.00
– Pro Miles:	\$ 1,281,525.00
– TxDOT (On system):	\$ 64,688,103.30
– Local (Off system):	\$ 142,417.05
– HCRMA:	\$ 10,159,155.00



DEVELOPMENT UPDATES:

- Environmental Services and Preliminary Engineering SOQ's under review.
- Staff working with Consultant to develop new HCRMA Website.
- Outreach at Pharr International Bridge Truck Expo. (September 19)
- Outreach at Pharr International Bridge Start of the Produce season. (October 9)
- Outreach at 2nd Annual Drive for Trade Golf Tournament. (October 10)



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
09/17/2025
09/23/2025

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 SEPTEMBER 2025

HCRMA Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice Chairman

Juan Carlos Del Angel, Secretary / Treasurer

Javier Pena, Director

Jose Maria "Joe" Ocha, Director

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

Michael J. Williamson, Director

HCRMA Administrative Staff

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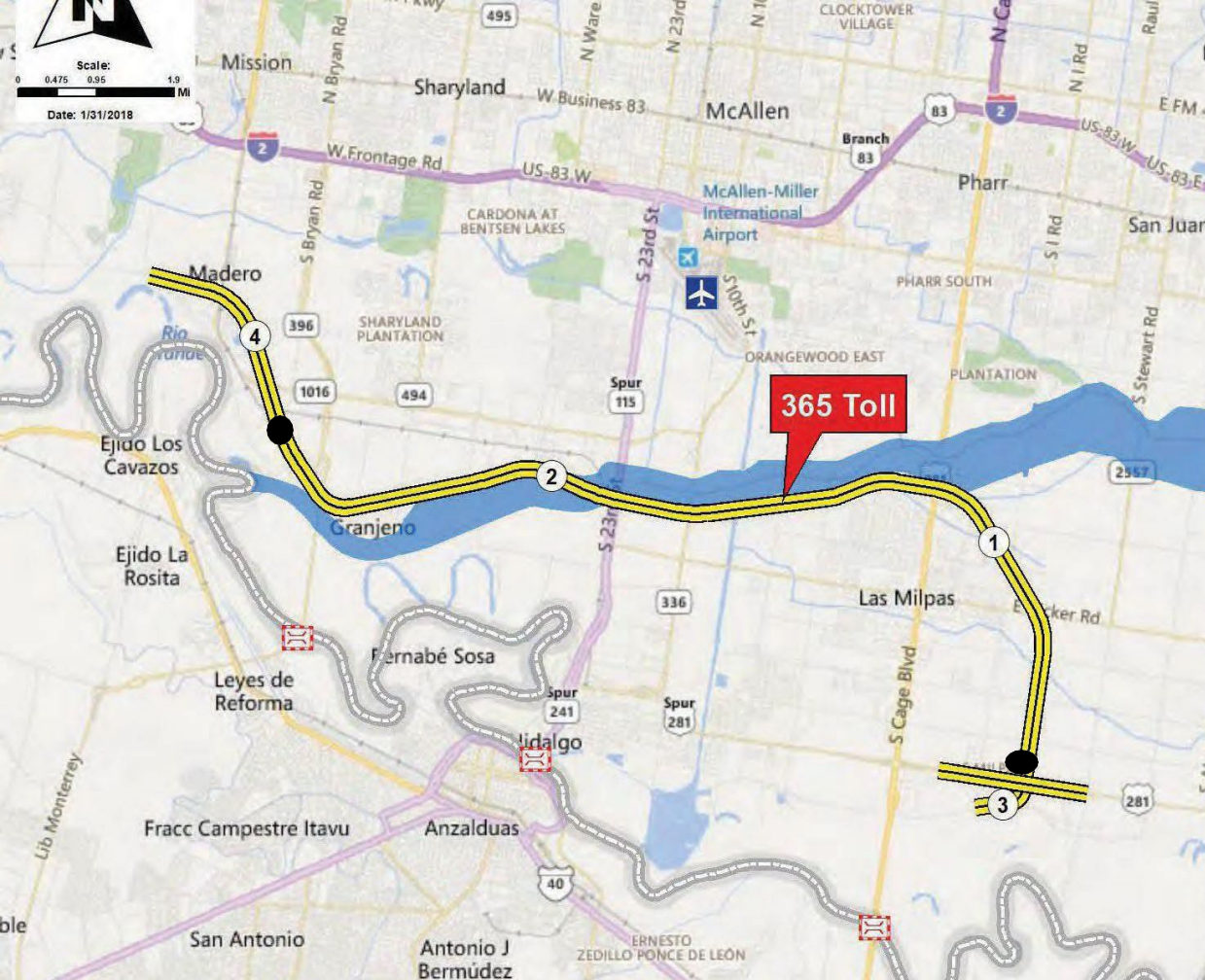
Jose Castillo, Chief Financial Off.

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

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





365 TOLLWAY COLLECTION SYSTEM INSTALLATION, INTEGRATION & MAINTENANCE PROJECT

SICE INC. - CONSTRUCTION PHASE

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

Invoice Number	Date	365 Toll Collection System Installation Integration	Billing Amount	Retainage	Invoice Amount	Percentage %
365TCS- INV-0001	8/1/2023	Contract Signature & Performance Bond, Monthly Mgmt. Fee, and Delivery of Payment & Performance	\$ 734,715.04	\$ (73,471.50)	\$ 661,243.54	7.45%
365TCS- INV-0002	9/1/2023	Milestone Draw Request	\$ 197,153.58	\$ (19,715.36)	\$ 177,438.22	2.00%
365TCS-INV-0003	10/1/2023	Milestone Draw Request	\$ 223,885.56	\$ (22,388.56)	\$ 201,497.00	2.27%
365TCS-INV-0004	11/1/2023	Milestone Draw Request	\$ 157,550.80	\$ (15,755.08)	\$ 141,795.72	1.60%
365TCS-INV-0005	12/1/2023	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0006	1/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0007	2/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0008	3/1/2024	Milestone Draw Request	\$ 84,285.22	\$ (8,428.52)	\$ 75,856.70	0.85%
365TCS-INV-0009	4/1/2024	Milestone Draw Request	\$ 209,935.38	\$ (20,993.54)	\$ 188,941.84	2.13%
365TCS-INV-0010	5/1/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0011	5/31/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0012	7/11/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0013	7/18/2024	Milestone Draw Request	\$ 70,424.50	\$ (7,042.45)	\$ 63,382.05	0.71%
365TCS-INV-0014	8/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0015	9/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0016	10/22/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0017	11/18/2024	Milestone Draw Request	\$ 66,464.36	\$ (6,646.44)	\$ 59,817.92	0.67%
365TCS-INV-0018N	1/1/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0019	1/20/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0020	3/1/2025	Milestone Draw Request	\$ 58,543.62	\$ (5,854.36)	\$ 52,689.26	0.59%
365TCS-INV-0021	4/1/2025	Milestone Draw Request	\$ 121,908.16	\$ (12,190.82)	\$ 109,717.34	1.24%
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%
365TCS-INV-0024	6/18/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0025	8/1/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
Totals			\$ 3,989,253.35	\$ (361,374.43)	\$ 3,627,878.92	40.88%

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	\$ 1,878,211.92
Schedule B	Hardware	\$ 1,228,809.45
Schedule C	Software	\$ 203,430.08
Schedule E	Performance Bond & Payment Bond	\$ 142,000.00
Change Order CO	Change Order Progress	\$ 161,292.80
		\$ 3,613,744.25

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

Maintenance Phase		
Schedule D	Maintenance	\$ -
		\$ -

Amount Paid

Construction	\$ 3,613,744.25
Material On Hand	\$ 375,509.10
Maintenance	\$ -
Less Retainage	\$ (361,374.43)
Total Amount Paid	\$ 3,627,878.92

Construction Phase

Amount Billed	\$ 3,989,253.35
Retainage	\$ (361,374.43)
Amount Paid	\$ 3,627,878.92
Total Construction Phase Amount:	\$8,874,094.17
Remaining Bal for Const. Phase	\$5,246,215.25

Maintenance Phase

Total Maintenance Phase Amount:	\$5,751,746.00
Amount Paid	\$0.00
Total Construction Phase Amount:	\$5,751,746.00
Remaining Bal for Maint. Phase	\$ 5,751,746.00

Total Remaining Balance
for Const./Maint. including Retainage

\$10,997,961.25

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED ROADWAY IMPROVEMENT

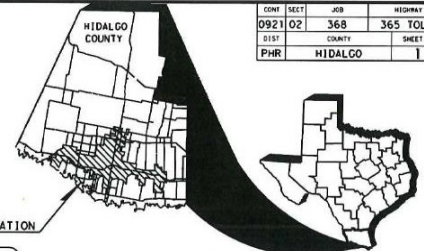
FEDERAL AID PROJECT NO. DMO 2013 (420)

365 TOLL

LEVEE RELOCATION:
12,232.62 FT ± 2.32 MI.

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

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



PROJECT LOCATION

FINAL PLAN DATA:

FINAL CONTRACT PRICE:
CONTRACTORS NAME:
CONTRACTORS ADDRESS:
LETTING DATE:
DATE WORK BEGAN:
DATE WORK COMPLETED:
DATE OF ACCEPTANCE:
CHANGE ORDERS & SUPP. AGREEMENTS:

SCALE: 1"=2 MI.

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



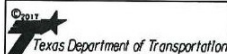
LEGEND

--- CITY LIMITS

○ INCIDENTAL CONSTRUCTION



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1108 MCALLEN, TEXAS 78501-0001, TX (956) 681-3077

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Form No. 1-14300
100 S. Street Rd. Suite 100
Pharr, TX 78577
(956) 434-1000

CRDSI INFRASTRUCTURE GROUP
Consulting Engineers
100 S. Street Rd. Suite 100
Pharr, TX 78577
(956) 434-1000

S&B
S&B INFRASTRUCTURE, L.P.
TEXAS BOARD OF PROFESSIONAL ENGINEERS # 7-1892

DESIGN SPEED:
MAINLANES - 70 MPH
FRONTAGE ROADS - 50 MPH
RAMP - 50 MPH
GSA CONNECTOR - 45 MPH
GLASSCOCK ROAD - 30 MPH
FM 494 (SHARY RD) - 55 MPH
WARE ROAD - 30 MPH
SP 115 (23rd ST) - 55 MPH
SP 336 (10TH ST) - 60 MPH
McCOLL ROAD - 50 MPH
FM 2061 (JACKSON RD) - 55 MPH
FM 2061 (JACKSON RD) - 55 MPH
FM 3072 (DICKER RD) - 55 MPH
ANAYA ROAD - 30 MPH
Hi-Line - 45 MPH

PROJECT DATA

RAILROAD CROSSINGS: NONE

EQUATIONS: STA 1080+25.77 BK ±

STA 1080+00.00 AH

EXCEPTIONS: NONE

FUNCTION CLASS:

PRINCIPAL ARTERIAL (FREEWAY)

BRIDGE:

TOTAL = 23 BRIDGES

(SEE INDEX SHEET FOR DETAILS)

TOLL INSPECTION SHALL

NOT BE REQUIRED

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).

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	



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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 23, 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 23, 2025].
- ❑ Working days will be charged Sunday through Saturday, including all holidays with exception of:

New Year's Day (January 1st)

Independence Day (July 4th)

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

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

Christmas Eve and Day (December 24th and 25th)

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

fifteen(15) 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%
CO#16	08/26/2025	Type R Rip Rap Jackson Bypass	+000 days	\$65,012.89	0.024%

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>
	\$21,312,933.45

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	\$4,262,586.69 \$3,728,764.51	01/17/24
60% Completion	\$4,262,586.69 \$3,728,764.51	12/26/24
80% Completion	\$4,262,586.69 \$3,728,764.51	Not Paid
Final Acceptance	\$4,262,586.69 \$3,728,764.52	Not Paid
	\$21,312,933.45 \$19,177,644.74	

**[\$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.

Change Order No. 16 Summary: August 26, 2025: Resolution 2025-55 \$65,012.89

On 12/20/2024 HCRMA received request (third party) to extend scour protection along the canal base and interior side slopes of proposed Jackson by-pass. RipRap (Stone TY R) (DRY) (12IN) was not included in the original Contract. C.O. amends riprap type from "common" to TY R (dry) total of 196 CY [\$331.70 per CY] for total cost of \$65,012.89.

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 270
- SUBMITTALS 253

❑ 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 / Anaya

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

❑ RETAINING WALLS Highline / Anaya / SP115 / SH336 / Jackson / US281

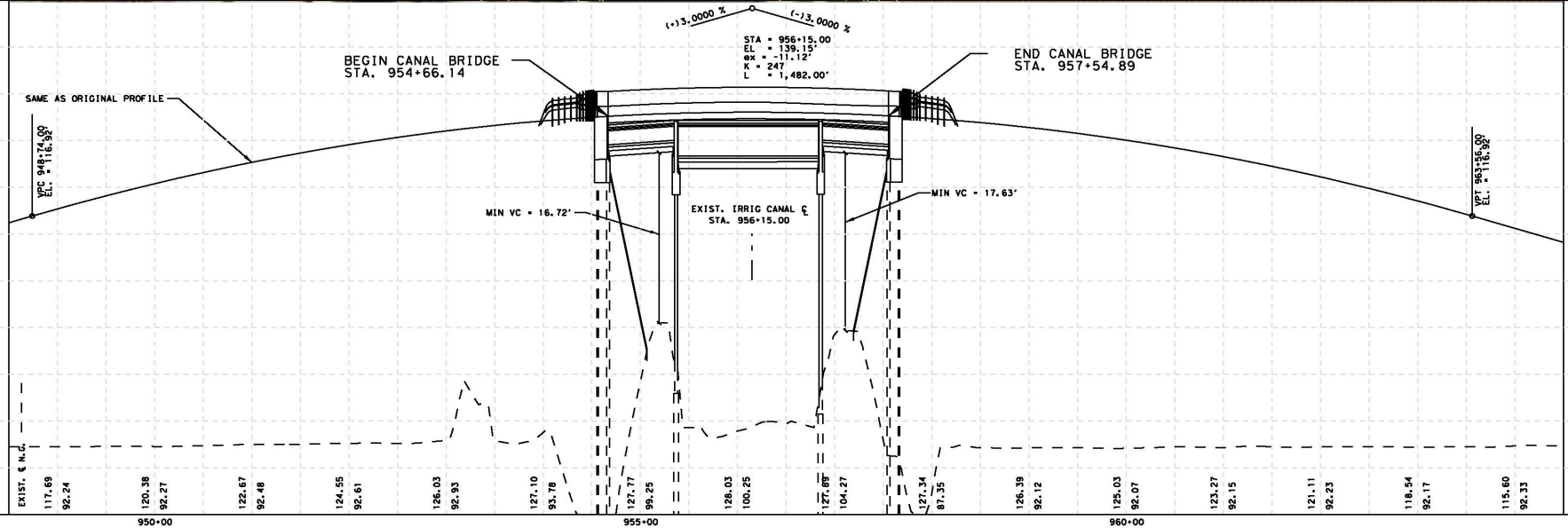
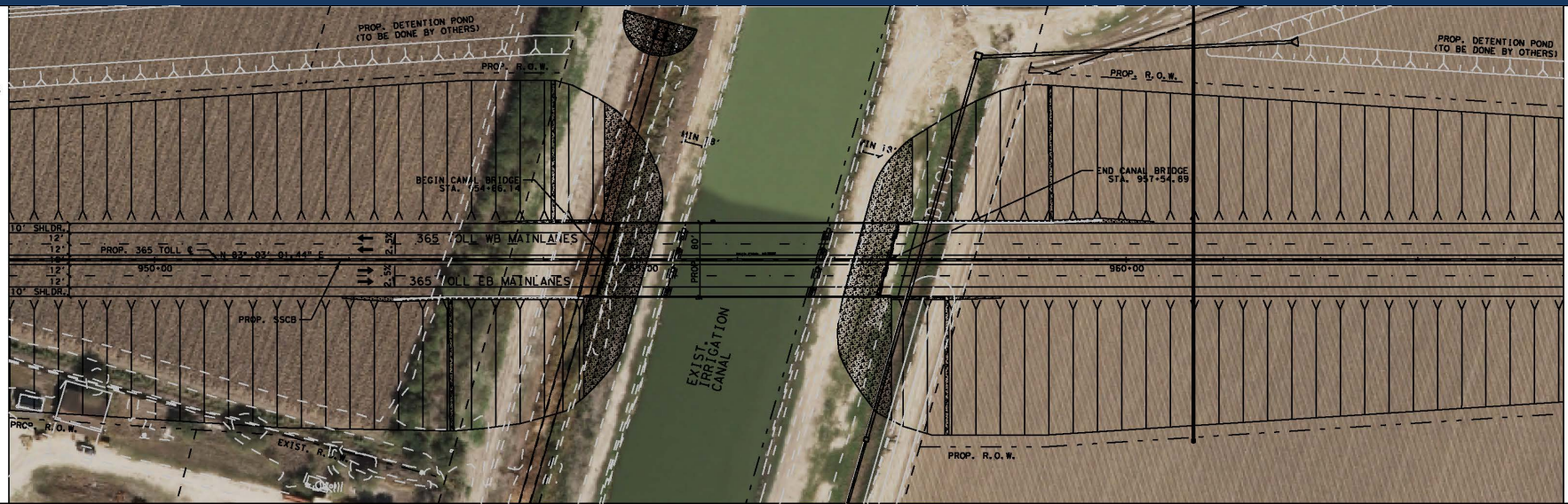






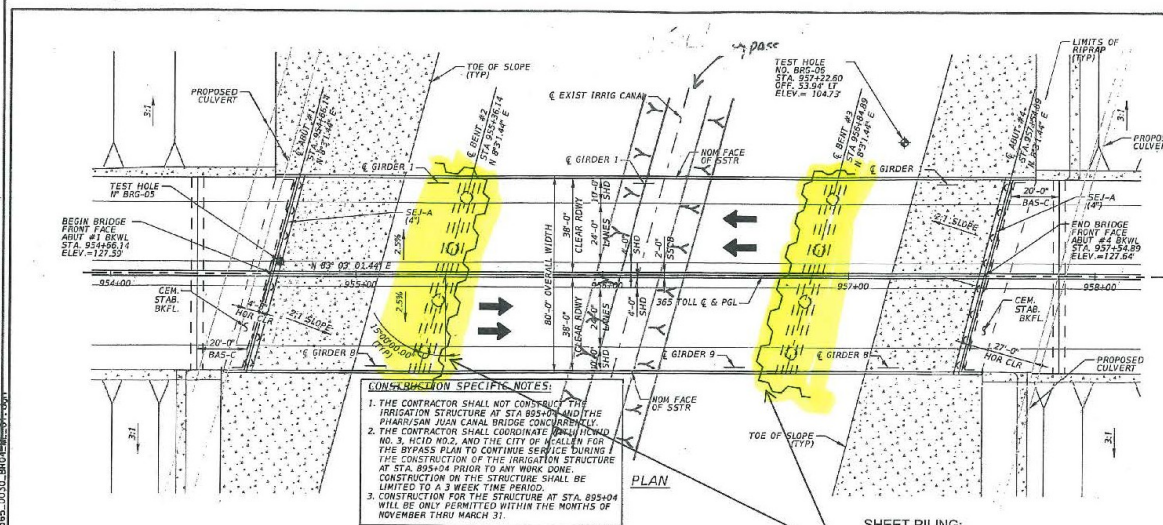


San Juan Main Canal Schematic



DATE RECEIVED: 12/13/2022
DATE ACCEPTED: 12/19/2022
BY: Samuel Saldivar, Jr.

EFFECTIVE PLAN SHEET - RELEASED FOR CONSTRUCTION
THE NORMA HAS ACCEPTED THIS AS THE GOVERNING CONTRACT DOCUMENT UPON VERIFICATION FROM POLICE CONSTRUCTION THAT EITHER NO CHANGE WAS MADE, MINOR REVISION WAS MADE OR A COMPLETE REPLACEMENT OF THE SHEET WAS MADE TO CONFORM TO THE EFFECTIVE CONTRACT FOR THE 365 TOLLWAY SEGMENTS 1 AND 2 (CSJ: 0521-02-3003).



SHEET PILING:
 — Pump to dewater. May require intermittent pumping to stay in the dry.

GENERAL NOTES:

1. DESIGNED ACCORDING TO ASHITO LRFD BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION (2017), AND TADOT'S BRIDGE DESIGN MANUAL (LRFD-10-1)
2. TEST HOLES PROVIDED BY L&G ENGINEERING LABORATORY
DATE: MARCH 2014
3. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
4. GIRDER END CONDITIONS:
D = DOWEL IN OUTSIDE GIRDER ENDS.
5. EXTEND A SELECT FILL FOR THE ABUTMENT SLOPE WITH A MAXIMUM P1 OF 30 FOLLOWING A 1:1.5V SLOPE FROM THE LINE OF DRILLED SHALES TO THE TOP OF THE EMBANKMENT BEHIND THE ABUTMENT

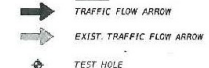
BENCH MARK DATA

SEE HORIZONTAL & VERTICAL
CONTROL SHEETS.

DESIGN DATA

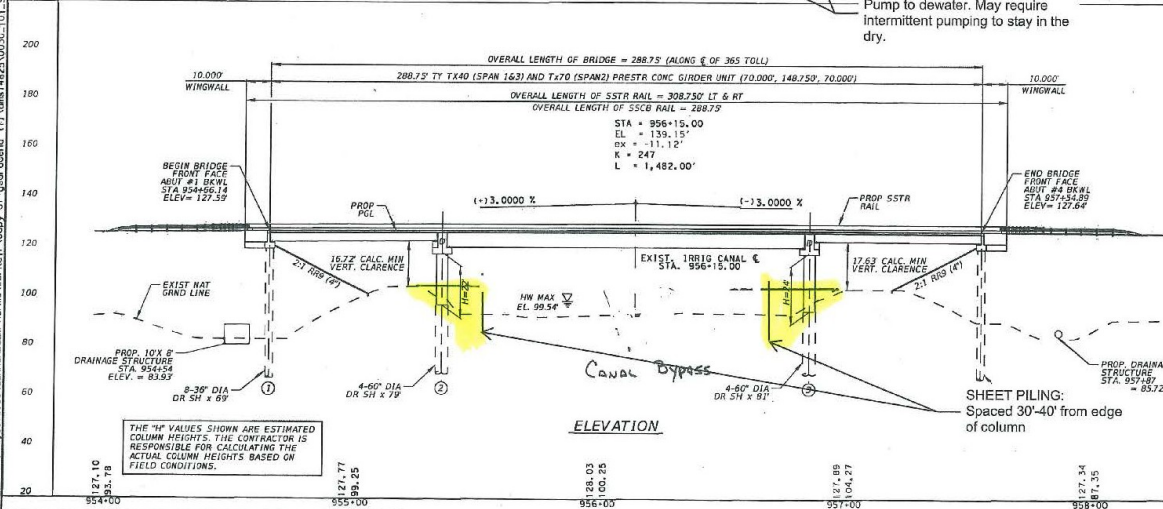
FUNC. CLASS: PRINCIPAL ARTERIAL (FREEWAY)
ADT (2016): 15,000
ADT (2036): 20,600
DESIGN SPEED: 70 MPH
NBI: XX-XXX-X-XXXX-XX-XX

LEGE

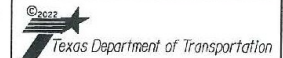


Q MAX CFS	SLOPE (FT/FT)	"N"	T.W.ELEV (FT)	H.W.ELEV (FT)	VELOCITY CHANNEL (FT/SEC)	VELOCITY BRIDGE (FT/SEC)
680	N/A	0.03	99.53	99.54	1.04	1.08

HL93 LOADING



SHEET PILING:
— Spaced 30'-40' from edge



BRIDGE LAYOUT

PHARR/SAN JUAN CANAL BRIDGE

NDR: 1" x 40'		SHEET 1 OF 1				
WER: 1" x 40'						
REV	DATE	CH	CON	SECT	JOB	HIGHWAY
0	12/15	ML	0921	02	360	365 TOLL
			DIST	COUNTY	SHEET NO.	
			PHR	HIDALGO	1383	



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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: 62.368
% Complete Paid Authorized Amount: 69.238

Payment History:

Payment Number	Pay Period Start	Pay Period End	Payment Amount	Payment To Date	Payment Status	Monthly Production	Cummulative %
41	8/1/2025	8/31/2025	\$ 2,338,998.78	\$186,906,439.00	Pending	0.877	70.12
40	7/1/2025	7/31/2025	\$ 2,860,565.47	\$ 184,567,440.22	Paid	1.073	69.24
39	6/1/2025	6/30/2025	\$ 3,118,773.69	\$ 181,706,874.75	Paid	1.170	68.16
38	5/1/2025	5/31/2025	\$ 3,864,124.73	\$ 178,588,101.06	Paid	1.450	66.99
37	4/1/2025	4/30/2025	\$ 1,945,776.17	\$ 174,723,976.33	Paid	0.730	65.55
36	3/1/2025	3/31/2025	\$ 5,405,968.53	\$ 172,778,200.16	Paid	2.028	64.82
35	2/1/2025	2/28/2025	\$ 6,298,109.35	\$ 167,372,231.63	Paid	2.363	62.79
34	12/29/2024	1/31/2025	\$ 5,697,310.43	\$ 161,074,122.28	Paid	2.137	60.42
33	12/1/2024	12/28/2024	\$ 5,656,543.46	\$ 155,376,811.85	Paid	2.122	58.29
32	10/16/2024	11/30/2024	\$ 8,822,222.41	\$ 149,720,268.39	Paid	3.310	56.17
31	9/16/2024	10/15/2024	\$ 3,169,850.18	\$ 140,898,045.98	Paid	1.189	52.86
30	8/16/2024	9/15/2024	\$ 3,999,289.82	\$ 137,728,195.80	Paid	1.500	51.67
29	7/16/2024	8/15/2024	\$ 5,786,638.29	\$ 133,728,905.98	Paid	2.171	50.17
28	6/16/2024	7/15/2024	\$ 2,006,402.82	\$ 127,942,267.69	Paid	0.753	48.00
27	5/16/2024	6/15/2024	\$ 3,637,006.93	\$ 125,935,864.87	Paid	1.364	47.24
26	4/16/2024	5/15/2024	\$ 2,271,351.76	\$ 122,298,857.94	Paid	0.852	45.88
25	3/16/2024	4/15/2024	\$ 5,798,909.13	\$ 120,027,506.18	Paid	2.175	45.03
24	2/16/2024	3/15/2024	\$ 2,969,884.58	\$ 114,228,597.05	Paid	1.114	42.85
23	1/16/2024	2/15/2024	\$ 4,352,674.67	\$ 111,258,712.47	Paid	1.633	41.74
22	12/16/2023	1/15/2024	\$ 3,798,704.58	\$ 106,906,037.80	Paid	1.425	40.10
21	11/16/2023	12/15/2023	\$ 7,678,808.97	\$ 103,107,333.22	Paid	2.881	38.68
20	10/16/2023	11/15/2023	\$ 6,172,155.46	\$ 95,428,524.25	Paid	2.315	35.80
19	9/16/2023	10/15/2023	\$ 5,115,697.33	\$ 89,256,368.79	Paid	1.919	33.48
18	8/16/2023	9/15/2023	\$ 7,157,089.08	\$ 84,140,671.46	Paid	2.685	31.56
17	7/16/2023	8/15/2023	\$ 5,532,158.94	\$ 76,983,582.38	Paid	2.075	28.88
16	6/16/2023	7/15/2023	\$ 2,803,225.26	\$ 71,451,423.44	Paid	1.052	26.80
15	5/16/2023	6/15/2023	\$ 2,402,150.75	\$ 68,648,198.18	Paid	0.901	25.75
14	4/16/2023	5/15/2023	\$ 1,672,812.23	\$ 66,246,047.43	Paid	0.628	24.85
13	3/16/2023	4/15/2023	\$ 2,302,505.87	\$ 64,573,235.20	Paid	0.864	24.22
12	2/16/2023	3/15/2023	\$ 1,571,621.63	\$ 62,270,729.33	Paid	0.590	23.36
11	1/16/2023	2/15/2023	\$ 1,519,297.77	\$ 60,699,107.70	Paid	0.570	22.77
10	12/16/2022	1/15/2023	\$ 943,705.68	\$ 59,179,809.93	Paid	0.354	22.20
9	11/15/2022	12/15/2022	\$ 8,892,613.75	\$ 58,236,104.25	Paid	3.336	21.85
8	10/15/2022	11/14/2022	\$ 4,085,602.35	\$ 49,343,490.50	Paid	1.533	18.51
7	9/16/2022	10/14/2022	\$ 1,427,873.36	\$ 45,257,888.15	Paid	0.536	16.98
6	8/19/2022	9/15/2022	\$ 657,136.92	\$ 43,830,014.79	Paid	0.247	16.44
5	7/20/2022	8/18/2022	\$ 378,458.17	\$ 43,172,877.87	Paid	0.142	16.20
4	6/21/2022	7/19/2022	\$ 2,793,575.17	\$ 42,794,419.70	Paid	1.048	16.05
3	6/1/2022	6/20/2022	\$ 2,336,832.39	\$ 40,000,844.53	Paid	0.877	15.01
2	5/1/2022	5/31/2022	\$ 14,029,200.82	\$ 37,664,012.14	Paid	5.263	14.13
1	2/15/2022	4/30/2022	\$ 23,634,811.32	\$ 23,634,811.32	Paid	8.866	8.87
Total:			\$ 186,906,439.00				

MOH:		
PAID	RECOVERED	REMAINING
\$51,455,220.02	\$28,092,535.33	\$23,362,684.69

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
PULICE CONSTRUCTION, INC.

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

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
\$184,567,440.22

62%

of your
Awarded
\$295,932,420.25

69%

of your
Authorized
\$266,570,018.78

100%

of your
Approved Payments
\$184,567,440.22

Important Dates

Date Created
Apr 22, 2022

Notice to Proceed
Feb 15, 2022

Construction Start
Mar 17, 2022

Work Completion
Sep 23, 2025

Progress

Time Complete: 1258 Days

Time Remaining: 6 Days

100%

Amount Posted: \$163,546,406.33

Awarded Amount: \$295,932,420.25

55%

Amount Posted: \$163,546,406.33

Authorized Amount: \$266,570,018.78

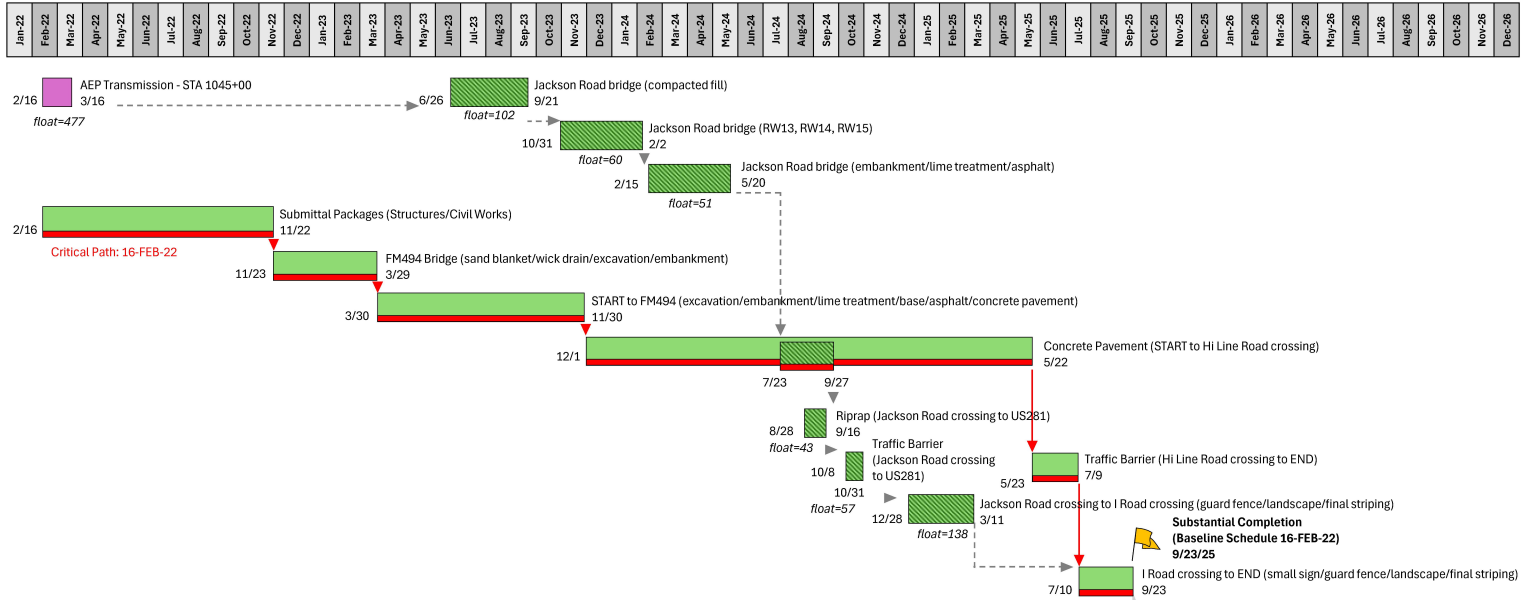
61%



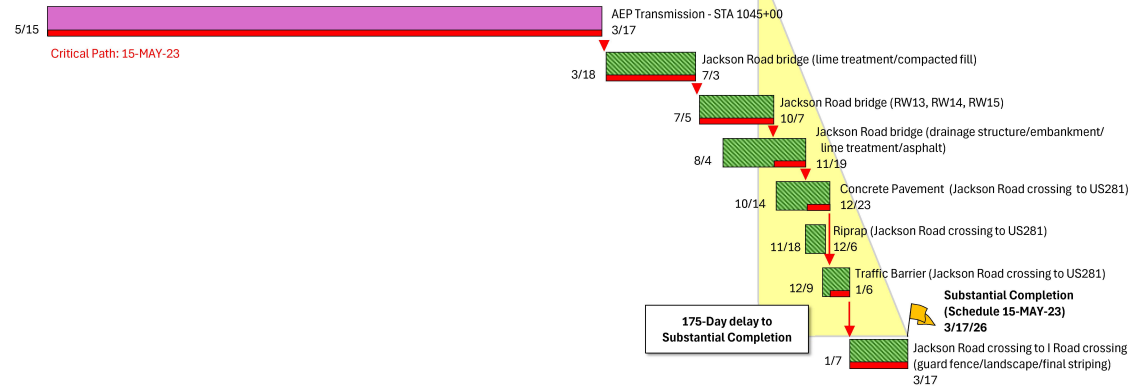
Pulice Construction v. HCRMA

Critical Path Delay due to Extended AEP Transmission Relocation - Comparison of February 16, 2022 Baseline Schedule and May 15, 2023 Schedule Update

Baseline Schedule - Data Date: 16-FEB-22



Schedule - Data Date: 15-MAY-23





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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

WORKSHOP ITEM
DATE SUBMITTED
MEETING DATE

 3A
 09/15/2025
 09/23/2025

1. Agenda Item: **APPROVAL OF MINUTES FOR THE BOARD OF DIRECTOR'S REGULAR MEETING HELD ON AUGUST 26, 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 August 26, 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 August 26, 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
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

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Board Meeting on Tuesday, August 26, 2025, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members: Robert L. Lozano, Chairman
Ezequiel Reyna, Vice-Chairman
Juan Carlos Del Ángel, Secretary/Treasurer
Javier Peña, Director
Roel “Roy” Rodriguez, P.E., Director (teleconference)
Michael Williamson, Director

Absent: Jose Maria “Joe” Ochoa, Director

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 Ramirez, Hilltop Securities, Financial Advisor

PLEDGE OF ALLEGIANCE

Chairman Lozano led the Pledge of Allegiance.

INVOCATION

Mrs. Maria Alaniz led the invocation.

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

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

Motion by Ezequiel Reyna, with a second by Michael Williamson, to enter into Executive Session to consult with Board Attorney (Attorneys) on legal issues pertaining to Item 6C, 6D, 6E, and 6F under Section 551.071 of the Texas Government Code at 5:32 p.m. Motion carried unanimously.

Motion by Ezequiel Reyna, with a second by Juan Carlos Del Angel, to reconvene the regular board meeting at 6:34 p.m. Motion carried out unanimously. No action was taken in Executive Session.

PUBLIC COMMENT

No Comments

1. CHAIRMAN'S REPORT

- A. Western Hidalgo County Loop System Development.

2. REPORTS

- A. Report on Program Management Activity for 365 Tollway Project – HCRMA Staff
Mr. Ruben Alfaro reported on Program Manager Activity for 365 Tollway Project. No action taken.
- B. Report on Construction Activity for the 365 Tollway Project – Ramon Navarro IV, HCRMA.
Mr. Ramon Navarro reported on the construction activity for the 365 Tollway Project. No action taken.

3. CONSENT AGENDA

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

- A. Approval of Minutes for the Regular Board Meeting held July 22, 2025.
Approved the Minutes for the Regular Board Meeting held July 22, 2025.
- B. Approval of Project & General Expense Report for the period from July 8, 2025, to August 8, 2025.
Approved Project & General Expense Report for the period from July 8, 2025, to August 8, 2025.
- C. Approval of Financial Reports for July 2025.
Approved the Financial Reports for July 2025.

4. REGULAR AGENDA

- A. Resolution 2025-52 – Consideration and approval of Work Authorization Number 7 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc. to provide surveying services to confirm “as built” for the Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project.
Motion by Ezequiel Reyna, with a second by Michael Williamson to approve Resolution 2025-52 – Consideration and approval of Work Authorization Number 7 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc. to provide surveying services to confirm “as built” for the Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$14,316.00. Motion carried unanimously.
- B. Resolution 2025-53 – Consideration and approval of Supplemental Agreement Number 1 to Work Authorization Number 7 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc., to provide surveying services to confirm additional scope of “as built” for Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project.
Motion by Javier Pena, with a second by Ezequiel Reyna to approve Resolution 2025-53 – Consideration and approval of Supplemental Agreement Number 1 to Work Authorization Number 7 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc., to provide surveying services to confirm additional scope of “as built” for Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$3,314.00. Motion carried unanimously.

- C. Resolution 2025-54 – Consideration and approval of Contract Amendment Number 11 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc., to increase the maximum payable amount for Work Authorization Number 7 and Supplemental Agreement Number 1

Motion by Ezequiel Reyna, with a second by Michael Williamson to approve Resolution 2025-54 Contract Amendment Number 11 to the Professional Service Agreement with Quintanilla, Headley & Associates, Inc., to increase the maximum payable amount for Work Authorization Number 7 and Supplemental Agreement Number 1 in the amount of \$17,630.00, for a revised maximum payable amount of \$1,072,495.00. Motion carried unanimously.

- D. Resolution 2025-55 – Consideration and approval of Change Order Number 16 to that certain contract with Pulice Construction, Inc. for the 365 Tollway Construction Project.

Motion by Ezequiel Reyna, with a second by Michael Williamson to approve Resolution 2025-55 – Consideration and approval of Change Order Number 16 to that certain contract with Pulice Construction, Inc. for the 365 Tollway Construction Project in the amount of \$65,012.89. 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 Michael Williamson, to enter into Executive Session to consult with Board Attorney (Attorneys) on legal issues pertaining to Item 6C, 6D, 6E, and 6F under Section 551.071 of the Texas Government Code at 5:32 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 that certain contract with Pulice Construction Inc. for the 365 Tollway Project.

No action taken.

- 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.).
No action taken.
- 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.).
No action taken.
- 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.).
No action taken.
- 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.).
No action taken.
- 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.).
No action taken.
- K. Consultation with Attorney on legal issues pertaining to Professional Services Agreements (Section 551.071 T.G.C.).
No action taken.
- L. Consultation with Attorney on legal issues pertaining to permitting overweight corridors (Section 551.071 T.G.C.).
No action taken.
- M. Consultation with Attorney on legal issues pertaining to rule making guidance for Board appointments (Section 551.071 T.G.C.).
No action taken.

Motion by Ezequiel Reyna, with a second by Juan Carlos Del Angel, to reconvene the regular board meeting at 6:34 p.m. Motion carried out unanimously.

ADJOURNMENT

There being no other business coming before the Board of Directors, motion by Ezequiel Reyna, with a second by Michael Williamson, to adjourn the meeting at 6:56 p.m.

Robert L. Lozano, Chairman

Attest:

Juan Carlos Del Ángel, Secretary/Treasurer

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 09/16/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 09/23/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM
AUGUST 9, 2025, TO SEPTEMBER 5, 2025**

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

Consideration and approval of project and general expense report for the period from
August 9, 2025, to September 5, 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	\$	209,166.51
Toll Revenue Series 2022A&B	\$	0.00
Disbursement Account	\$	2,945,024.98
VRF Series 2020A	\$	0.00
Total Project Expenses for Reporting Period	\$	3,154,191.49

Fund Balance after Expenses \$ 89,484,567

5. Staff Recommendation: **Motion to approve the project and general expense report for the
August 9, 2025, to September 5, 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: September 16, 2025
Re: **Expense Report for the Period from August 9, 2025, to September 5, 2025**

Attached is the expense report for the period commencing on August 9, 2025, to September 5, 2025.

Expenses for the General Account total \$209,166.51, Toll Revenue Series 2022A&B total is \$0.00, Disbursement Account total \$ 2,945,024.98, and the VRF Series 2020A Account is \$0. The aggregate expense for the reporting period is \$ 3,154,191.49.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$ 3,154,191.49.**

This leaves a fund balance (all funds) after expenses of \$89,484,567.

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

Plains Capital 41

Make Check Payable to	Inv Date	Amount
City of Pharr	9/10/2025	\$ 850.00
City of Pharr	9/10/2025	\$ 5,635.20
City of Pharr	9/10/2025	\$ 156,249.14
City of Pharr	9/10/2025	\$ 205.00
City of Pharr	9/10/2025	\$ 6,765.00
Pharr Economic Development Corporation	9/1/2025	\$ 4,480.00
Bracewell, LLP	9/4/2025	\$ 3,216.00
Pathfinder Public Affairs	8/31/2025	\$ 10,000.00
Pena Designs	9/5/2025	\$ 200.00
Credit Card Services	8/3/2025	\$ 490.00
Credit Card Services	8/3/2025	\$ 4,323.24
Credit Card Services	8/3/2025	\$ 1,861.80
Ramon Navarro	9/13/2025	\$ 396.52
Sonia Lopez	9/4/2025	\$ 250.00
Superior Alarms	9/1/2025	\$ 210.00
Hilltop Securites Investment Banking Solutions	8/25/2025	\$ 8,500.00
Southern Tire Mart	8/26/2025	\$ 1,557.89
4 Imprint	9/4/2025	\$ 1,772.32
CDW Government	9/9/2025	\$ 1,042.47
A-Fast Delivery, LLC	8/19/2025	\$ 154.00
Office Depot	8/25/2025	\$ 190.47
Xerox Corporate - Xerox Financial Services	9/11/2025	\$ 598.00
Xerox Corporate - Xerox Financial Services	9/11/2025	\$ 219.46
		\$ 209,166.51

Wilmington Trust 45/Capital Projects

Pulice Construction, Inc.	9/14/2025	\$ 2,338,998.78
SICE Inc.	8/1/2025	\$ 34,867.80
Law Office of Richard A. Cantu, P.C.	9/5/2025	\$ 1,953.00
Bracewell, LLP	9/4/2025	\$ 16,512.00
Bracewell, LLP	9/4/2025	\$ 240.00
Escobedo & Cardenas, LLP	9/5/2025	\$ 1,395.00
Schwab and Stroope, PLLC	9/1/2025	\$ 3,712.50
Terracon Consultants, Inc.	9/4/2025	\$ 130,539.24
Atlas Technical Consultants, LLC	9/2/2025	\$ 23,416.92
B2Z Engineering	9/2/2025	\$ 46,881.02
HDR Engineering, Inc.	9/5/2025	\$ 70,423.81
HDR Engineering, Inc.	9/5/2025	\$ 22,212.42
HDR Engineering, Inc.	9/4/2025	\$ 4,126.72
Blanton & Associates, Inc.	8/22/2025	\$ 26,006.74
San Miguel Lawn Services	9/3/2025	\$ 1,450.00
ATSER	8/20/2025	\$ 55,880.00
ECS Southwest, LLP	9/5/2025	\$ 159,826.00
SWG Engineering, LLC	8/29/2025	\$ 5,750.00
Texas Department of Transportation	8/18/2025	\$ 833.03
		\$ 2,945,024.98

Sub Total - General -41 (Operating)	\$ 209,166.51
Sub Total - Capital Projects-45 (Disbursement)	\$ 2,945,024.98
Total	\$ 3,154,191.49

Approved:

Robert L. Lozano, Chairman

Pilar Rodriguez, Executive Director

Approved:

Juan Carlos Del Ángel, Secretary/Treasurer

9/23/2025

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
 09/16/25
 09/23/25

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

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

ASSETS

CURRENT ASSETS

Cash & cash equivalents	\$ 15,969,655
Cash with fiscal agent-promiles	55,527
Accounts Receivable - VR Fees	608,280
Accounts Receivable - Promiles	51,450
Prepaid bond insurances	264,132

Total Current Assets	16,949,044

RESTRICTED ASSETS

Cash & cash equivalents-Capital Projects	73,943,324
Advance	2,513,637
Investment-2020 debt service	2,276,459
Investment-debt service: 2022 A&B	2,449,358
Cash & equivalents-debt service reserves: 2022 A&B	20,458,831

Total Restricted Assets	101,641,609

CAPITAL ASSETS

Land-ROW	914,934
Land-environmental	441,105
Leaschold 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

TOTAL ASSETS	\$ 441,309,414

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable-City of Pharr	\$ 163,014
Lease Payable	162,922
Arbitrage payable	75,000
O/W Off System Corridor	155,908
Current portion of compensated absences	98,935
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	1,244,997

RESTRICTED LIABILITIES

Current Portion of Long-Term 2020 Debt	2,345,000
Retainage payable	254,250

Total Restricted Liabilities	2,599,250

LONG-TERM LIABILITIES

LT Compensated absences	283,058
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	305,619,016

Total Liabilities	309,463,263

NET POSITION

Investment in Capital Assets, Net of Related Debt	13,803,882
Restricted for:	
Debt Service	22,585,398
Capital projects	76,456,961
Unrestricted	18,999,910

Total Net Position	131,846,152

TOTAL LIABILITIES AND NET POSITION	\$ 441,309,414



Pharr, TX

Balance Sheet

Account Summary

As Of 08/31/2025

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
41-1-1100-000	GENERAL OPERATING	77,545.45
41-1-1102-000	POOL INVESTMENTS	11,861,890.28
41-1-1102-001	INVESTMENT-ROAD MAINT,	1,163,403.26
41-1-1102-002	INVESTMENT-GENERAL	2,868,816.91
41-1-1113-000	ACCOUNTS RECIEVABLES-VR FEES	608,280.00
41-1-1113-009	ACCOUNTS RECEIVABLE- PROMILES	51,450.55
41-1-1113-100	PROMILES-PREPAID/ESCROW OVERWE	55,526.56
41-1-1601-001	PREPAID BOND INSURANCE	264,131.78
41-1-1910-001	LAND - RIGHT OF WAY	914,933.99
41-1-1910-002	LAND - ENVIORNMENTAL	441,105.00
41-1-1920-004	LEASEHOLD IMPROV.	388,932.22
41-1-1922-000	ACCUM DEPR - BUILDINGS	-210,957.59
41-1-1940-001	OFFICE FURNITURE & FIXTURES	32,339.94
41-1-1940-002	COMPUTER/SOFTWARE	8,606.51
41-1-1940-003	RIGHT TO USE- BLDG	437,340.00
41-1-1942-000	ACCUM DEPR - MACH & EQUIP	-29,807.21
41-1-1942-001	ACCUM AMORT-BLDG	-295,205.00
41-1-1950-001	ROADS - BSIF	3,010,636.97
41-1-1952-000	ACCUM DEPR - INFRASTRUCTURE	-405,418.28
41-1-1960-000	CONSTRUCTION IN PROGRESS	318,426,254.49
Total Assets:		339,669,805.83
		<u>339,669,805.83</u>
Liability		
41-2-1212-001	A/P CITY OF PHARR	163,014.14
41-2-1212-008	O/W OFF SYSTEM CORRIDOR	155,908.40
41-2-1212-010	LEASE PAYABLE	162,921.78
41-2-1212-011	ARBITRAGE PAYABLE	75,000.75
41-2-1213-007	CURRENT-UNAMORTIZED-PREM 2022 A	356,125.78
41-2-1213-008	CURRENT-UNAMORTIZED-PREM 2022 B	132,308.88
41-2-1213-010	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
41-2-1213-011	CURRENT PORTION OF COMP ABSENCES	98,935.00
41-2-1213-012	BONDS PAYABLE CURRENT- 2020B	2,345,000.00
41-2-1213-100	UNEARNED REV.-OVERWEIGHT	55,526.56
41-2-1214-004	UNAMORTIZED PREM- 2020A	1,120,084.02
41-2-1214-005	LT UNAMORTIZED PREM 2022 A	11,010,221.88
41-2-1214-006	LT UNAMORTIZED PREM 2022 B	4,090,549.22
41-2-1214-007	LT COMPENSATED ABSENCES	283,057.99
41-2-1214-011	LONG TERM BONDS- 2020A	9,870,000.00
41-2-1214-012	LONG TERM BONDS- 2020B	50,915,000.00
41-2-1214-013	LT BOND PAY 2022 A	160,520,718.35
41-2-1214-014	LT BOND PAY 2022 B	67,809,385.15
Total Liability:		309,209,013.82
Equity		
41-3-3400-000	FUND BALANCE	31,449,574.27
Total Beginning Equity:		31,449,574.27
Total Revenue		7,170,121.04
Total Expense		8,158,903.30
Revenues Over/Under Expenses		-988,782.26
Total Equity and Current Surplus (Deficit):		30,460,792.01
Total Liabilities, Equity and Current Surplus (Deficit):		<u>339,669,805.83</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 41 - HCRMA-GENERAL						
Revenue						
41-4-1504-000	VEHICLE REGISTRATION FEES	0.00	7,500,000.00	608,280.00	5,427,110.00	2,072,890.00
41-4-1505-005	PROMILES-OW/OS PERMIT FEES	0.00	2,000,000.00	146,718.00	1,274,211.00	725,789.00
41-4-1506-000	INTEREST REVENUE	0.00	300,000.00	58,415.86	468,800.04	-168,800.04
Revenue Total:		0.00	9,800,000.00	813,413.86	7,170,121.04	2,629,878.96
Expense						
41-52900-1100-000	SALARIES	844,500.00	844,500.00	46,132.21	386,507.56	457,992.44
41-52900-1104-000	OVERTIME	1,000.00	1,000.00	140.63	1,139.80	-139.80
41-52900-1105-000	FICA	67,911.00	67,911.00	1,786.88	28,542.37	39,368.63
41-52900-1106-000	HEALTH INSURANCE	59,040.00	59,040.00	3,093.15	24,181.57	34,858.43
41-52900-1106-001	HEALTH INSURANCE- OTHER	0.00	0.00	55.00	330.00	-330.00
41-52900-1115-000	EMPLOYEES RETIREMENT	123,838.00	123,838.00	5,934.23	49,447.57	74,390.43
41-52900-1115-001	RETIREMENT- USCT	90,000.00	90,000.00	0.00	0.00	90,000.00
41-52900-1116-000	PHONE ALLOWANCE	7,500.00	7,500.00	392.30	3,197.24	4,302.76
41-52900-1117-000	CAR ALLOWANCE	26,400.00	26,400.00	1,292.30	10,532.24	15,867.76
41-52900-1122-000	EAP- ASSISTANCE PROGRAM	348.00	348.00	0.00	0.00	348.00
41-52900-1178-000	ADMIN FEE	15,600.00	15,600.00	900.00	7,500.00	8,100.00
41-52900-1179-000	CONTINGENCY	42,225.00	42,225.00	0.00	0.00	42,225.00
41-52900-1200-000	OFFICE SUPPLIES	6,000.00	6,000.00	1,221.66	7,194.54	-1,194.54
41-52900-1603-000	BUILDING REMODEL	100,000.00	100,000.00	3,204.00	19,805.00	80,195.00
41-52900-1604-000	MAINTENANCE & REPAIR	5,000.00	5,000.00	119.00	3,039.16	1,960.84
41-52900-1605-000	JANITORIAL	1,000.00	1,000.00	122.57	122.57	877.43
41-52900-1606-000	UTILITIES	3,000.00	3,000.00	247.56	1,480.62	1,519.38
41-52900-1607-000	CONTRACTUAL ADM/IT SERVICES	12,000.00	12,000.00	850.00	7,028.95	4,971.05
41-52900-1607-001	CONTRACTUAL SERVICES	8,000.00	8,000.00	1,686.00	4,470.00	3,530.00
41-52900-1610-000	DUES & SUBSCRIPTIONS	18,000.00	18,000.00	252.00	14,271.00	3,729.00
41-52900-1610-001	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	805.70	1,079.90	-579.90
41-52900-1611-000	POSTAGE/FEDEX/COURTIER	2,000.00	2,000.00	126.00	1,388.06	611.94
41-52900-1620-000	GENERAL LIABILITY	5,000.00	5,000.00	0.00	4,492.66	507.34
41-52900-1621-000	INSURANCE-E&O	2,000.00	2,000.00	0.00	1,891.89	108.11
41-52900-1622-000	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00
41-52900-1623-000	INSURANCE-LETTER OF CREDIT	500.00	500.00	0.00	0.00	500.00
41-52900-1623-001	INSURANCE-OTHER	7,000.00	7,000.00	0.00	3,937.39	3,062.61
41-52900-1623-002	INSURANCE- CYBERSECURITY	12,000.00	12,000.00	0.00	6,343.76	5,656.24
41-52900-1630-000	BUSINESS MEALS	2,500.00	2,500.00	0.00	202.06	2,297.94
41-52900-1640-000	ADVERTISING	2,200.00	2,200.00	0.00	0.00	2,200.00
41-52900-1641-000	MARKETING	250,000.00	250,000.00	2,850.28	2,850.28	247,149.72
41-52900-1642-123	OUTREACH	50,000.00	50,000.00	0.00	0.00	50,000.00
41-52900-1650-000	TRAINING	8,000.00	8,000.00	0.00	5,285.40	2,714.60
41-52900-1660-000	TRAVEL	6,000.00	6,000.00	73.50	1,281.45	4,718.55
41-52900-1662-000	PRINTING & PUBLICATIONS	10,000.00	10,000.00	0.00	1,307.27	8,692.73
41-52900-1703-000	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00
41-52900-1705-000	ACCOUNTING FEES	40,000.00	40,000.00	205.00	33,435.00	6,565.00
41-52900-1710-000	LEGAL FEES	50,000.00	50,000.00	2,236.00	40,174.10	9,825.90
41-52900-1710-001	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	70,000.00	50,000.00
41-52900-1712-000	FINANCIAL CONSULTING FEES	20,000.00	20,000.00	0.00	3,600.00	16,400.00
41-52900-1712-001	INSURANCE CONSULTANT	15,000.00	15,000.00	0.00	0.00	15,000.00
41-52900-1715-000	RENT-OFFICE	54,000.00	54,000.00	4,480.00	35,840.00	18,160.00
41-52900-1715-001	RENT-OFFICE EQUIPMENT	9,000.00	9,000.00	598.00	5,382.00	3,618.00
41-52900-1715-002	RENT-OTHER	3,500.00	3,500.00	288.00	4,165.00	-665.00
41-52900-1716-000	CONTRACTUAL WEBSITE SERVICES	25,000.00	25,000.00	200.00	1,400.00	23,600.00
41-52900-1731-000	MISCELLANEOUS	500.00	500.00	0.00	6,045.00	-5,545.00

Income Statement

For Fiscal: 2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
41-52900-1732-000	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00
41-52900-1850-000	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00
41-52900-1899-000	NON-CAPITAL	10,000.00	10,000.00	0.00	2,434.00	7,566.00
41-52900-1999-003	TRANSFER OUT TO DEBT	0.00	0.00	0.00	18,000.00	-18,000.00
41-52900-1999-006	TRANS OUT- 2020 DEBT SVC	0.00	3,970,904.00	454,104.53	2,649,269.60	1,321,634.40
41-52900-1999-010	TRANSFER OUT 2022 PROJECT	0.00	0.00	-123,195.83	0.00	0.00
41-52900-1999-011	TRANSFER OUT 2022 DEBT	0.00	0.00	0.00	3,721,992.12	-3,721,992.12
41-53000-1100-000	SALARIES	621,485.00	621,485.00	50,553.85	426,040.24	195,444.76
41-53000-1104-000	OVERTIME	50,000.00	50,000.00	18,242.13	106,366.55	-56,366.55
41-53000-1105-000	FICA	53,746.00	53,746.00	5,228.63	40,513.67	13,232.33
41-53000-1106-000	HEALTH INSURANCE	59,040.00	59,040.00	3,102.23	32,794.65	26,245.35
41-53000-1115-000	EMPLOYEES RETIREMENT	83,956.00	83,956.00	9,344.45	71,894.74	12,061.26
41-53000-1116-000	PHONE ALLOWANCE	9,600.00	9,600.00	646.10	5,284.17	4,315.83
41-53000-1117-000	CAR ALLOWANCE	7,200.00	7,200.00	553.84	4,513.80	2,686.20
41-53000-1122-000	EAP- ASSISTANCE PROGRAM	348.00	348.00	0.00	0.00	348.00
41-53000-1178-000	ADMN FEE	15,600.00	15,600.00	1,125.00	9,675.00	5,925.00
41-53000-1179-000	CONTINGENCY	31,074.00	31,074.00	0.00	0.00	31,074.00
41-53000-1200-000	OFFICE SUPPLIES	5,000.00	5,000.00	467.60	957.94	4,042.06
41-53000-1201-000	SMALL TOOLS	5,000.00	5,000.00	162.99	480.92	4,519.08
41-53000-1605-000	JANITORIAL	300.00	300.00	0.00	0.00	300.00
41-53000-1606-001	UTILITIES	750.00	750.00	116.20	467.60	282.40
41-53000-1608-000	UNIFORMS	4,000.00	4,000.00	0.00	572.96	3,427.04
41-53000-1610-000	DUES & SUBSCRIPTIONS	1,000.00	1,000.00	0.00	50.00	950.00
41-53000-1610-001	SUBSCRIPTIONS - SOFTWARE	25,000.00	25,000.00	0.00	25,207.86	-207.86
41-53000-1611-000	POSTAGE/FEDEX/COURTIER	250.00	250.00	0.00	0.00	250.00
41-53000-1640-000	ADVERTISING	7,000.00	7,000.00	0.00	1,576.50	5,423.50
41-53000-1650-000	TRAINING	5,000.00	5,000.00	0.00	1,780.00	3,220.00
41-53000-1660-000	TRAVEL	5,000.00	5,000.00	0.00	3,835.56	1,164.44
41-53000-1662-000	PRINTING & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00
41-53000-1715-001	RENTAL - OFFICE EQUIPMENT	2,800.00	2,800.00	219.46	2,798.76	1.24
41-53000-1715-002	RENT-OTHER	2,000.00	2,000.00	0.00	0.00	2,000.00
41-53000-1715-010	VEHICLE RENTAL	70,000.00	70,000.00	5,635.20	43,072.33	26,927.67
41-53000-1715-011	VEHICLE INSURANCE	4,000.00	4,000.00	0.00	8,541.54	-4,541.54
41-53000-1715-012	VEHICLE MAINTENANCE	2,500.00	2,500.00	131.94	3,666.63	-1,166.63
41-53000-1715-013	VEHICLE FUEL	10,000.00	10,000.00	2,493.83	7,028.99	2,971.01
41-53000-1850-000	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00
41-53000-1899-000	NON-CAPITALIZED	3,000.00	3,000.00	1,042.47	1,042.47	1,957.53
41-54000-1100-000	SALARIES	485,000.00	485,000.00	10,769.24	87,769.31	397,230.69
41-54000-1105-000	FICA	38,300.00	38,300.00	838.24	6,842.84	31,457.16
41-54000-1106-000	HEALTH INSURANCE	29,520.00	29,520.00	618.63	4,949.04	24,570.96
41-54000-1115-000	EMPLOYEES RETIREMENT	37,600.00	37,600.00	1,523.96	12,439.85	25,160.15
41-54000-1116-000	PHONE ALLOWANCE	4,800.00	4,800.00	92.30	752.24	4,047.76
41-54000-1117-000	CAR ALLOWANCE	21,600.00	21,600.00	553.84	4,513.80	17,086.20
41-54000-1122-000	EAP- ASSISTANCE PROGRAM	174.00	174.00	0.00	0.00	174.00
41-54000-1178-000	ADMN FEE	7,800.00	7,800.00	150.00	1,275.00	6,525.00
41-54000-1179-000	CONTINGENCY	21,600.00	21,600.00	0.00	0.00	21,600.00
41-54000-1200-000	OFFICE SUPPLIES	750.00	750.00	0.00	537.84	212.16
41-54000-1610-000	DUES & SUBSCRIPTIONS	1,500.00	1,500.00	0.00	0.00	1,500.00
41-54000-1610-001	SUBSCRIPTIONS-SOFTWARE	75,000.00	75,000.00	0.00	44,197.88	30,802.12
41-54000-1611-000	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	26.85	73.15
41-54000-1640-000	ADVERTISING	5,000.00	5,000.00	0.00	1,729.38	3,270.62
41-54000-1650-000	TRAINING	3,000.00	3,000.00	0.00	469.00	2,531.00
41-54000-1660-000	TRAVEL	3,000.00	3,000.00	988.96	988.96	2,011.04
41-54000-1899-000	NON-CAPITALIZED	3,000.00	3,000.00	0.00	0.00	3,000.00
41-58000-1604-001	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	2,265.00	735.00
41-58000-1606-002	UTILITIES - BSIF	1,000.00	1,000.00	810.34	1,396.30	-396.30

Income Statement

For Fiscal: 2025 Period Ending: 08/31/2025

		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	7,964,459.00	535,612.10	8,158,903.30	-194,444.30
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	-3,993,555.00	1,835,541.00	277,801.76	-988,782.26	
	Total Surplus (Deficit):	-3,993,555.00	1,835,541.00	277,801.76	-988,782.26	



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05534

Bank Statement

General Ledger

Beginning Balance	85,312.90
Plus Debits	500,799.20
Less Credits	501,721.33
Adjustments	0.00
Ending Balance	84,390.77

Account Balance	77,545.45
Less Outstanding Debits	0.00
Plus Outstanding Credits	6,845.32
Adjustments	0.00
Adjusted Account Balance	84,390.77

Statement Ending Balance	84,390.77
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
08/31/2025	DEP0111084	Deposit	TO RECORD MONTHLY DIST	341,311.30
08/31/2025	DEP0111112	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	3,181.90
08/31/2025	DEP0111113	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	36,558.00
08/31/2025	DEP0111114	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	2,885.80
08/31/2025	DEP0111115	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	33,156.00
08/31/2025	DEP0111117	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	3,243.00
08/31/2025	DEP0111118	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	37,260.00
08/31/2025	DEP0111120	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	3,459.20
08/31/2025	DEP0111121	Deposit	TO RECORD PRIMOLES REV FUND 41 HCRM	39,744.00
Total Cleared Deposits (9)				500,799.20

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
07/23/2025	2932	Check	ADVANCE PUBLISHING LLC	-441.00
07/23/2025	2936	Check	SOUTHERN COMPUTER WAREHOUSE	-2,584.05
07/31/2025	2939	Check	CHARISMA REMODELING SERVICES, LLC	-3,336.00
07/31/2025	2940	Check	CHARISMA REMODELING SERVICES, LLC	-3,336.00
08/27/2025	2944	Check	CHARISMA REMODELING SERVICES, LLC	-2,270.00
Total Cleared Checks (5)				-11,967.05

Cleared Other

Item Date	Reference	Item Type	Description	Amount
08/01/2025	DFT0014323	Bank Draft	PHARR ECONOMIC DEVELOPMENT CORPOR	-4,480.00
08/04/2025	DFT0014318	Bank Draft	CITY OF PHARR	-850.00
08/05/2025	DFT0014324	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-1,936.00
08/05/2025	DFT0014326	Bank Draft	PENA DESIGNS	-200.00
08/05/2025	DFT0014328	Bank Draft	IVONNE RODRIGUEZ	-73.50
08/08/2025	DFT0014327	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-300.00
08/12/2025	DFT0014319	Bank Draft	CITY OF PHARR	-5,635.20
08/12/2025	DFT0014320	Bank Draft	CITY OF PHARR	-149,185.34
08/12/2025	DFT0014321	Bank Draft	CITY OF PHARR	-205.00
08/12/2025	DFT0014322	Bank Draft	CITY OF PHARR	-7,995.00
08/15/2025	DFT0014317	Bank Draft	VALERO FLEET	-1,265.17
08/31/2025	DFT0014316	Bank Draft	VALERO FLEET	-1,228.66
08/31/2025	DFT0014325	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
08/31/2025	EFT0007201	EFT	TO RECORD OUTGOING WIRE TRANSFER	-300,000.00
08/31/2025	EFT0007211	EFT	TO RECORD ACH HCRMA FUND 41	-726.80
08/31/2025	EFT0007212	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-417.00
08/31/2025	EFT0007213	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-2,666.84
08/31/2025	EFT0007216	EFT	CREDIT CARD SERVICES HCRMA FUND 41	-903.77
08/31/2025	EFT0007218	EFT	TO RECORD ACH HCRMA AUGUST 2025 FU	-948.00
08/31/2025	EFT0007219	EFT	TO RECORD ACH HCRMA AUGUST 2025 FU	-738.00
Total Cleared Other (20)				-489,754.28

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
08/27/2025	2941	Check	4IMPRINT INC	-2,850.28
08/27/2025	2942	Check	A FAST DELIVERY	-126.00
08/27/2025	2943	Check	CDW LLC	-1,042.47
08/27/2025	2945	Check	GATEWAY PRINTING & OFFICE SUPPLY INC	-550.16
08/27/2025	2946	Check	OFFICE DEPOT	-633.95
08/27/2025	2947	Check	RENE J CASTRO	-825.00
08/27/2025	2948	Check	XEROX CORPORATION	-817.46
Total Outstanding Checks (7)				-6,845.32



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05525

Bank Statement

General Ledger

Beginning Balance	11,518,467.48
Plus Debits	343,422.80
Less Credits	0.00
Adjustments	0.00
Ending Balance	11,861,890.28

Account Balance	11,861,890.28
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	11,861,890.28

Statement Ending Balance	11,861,890.28
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
08/31/2025	DEP0111085	Deposit	TO RECORD INTEREST	43,422.80
08/31/2025	DEP0111088	Deposit	TO RECORD OUTGOING WIRE TRANSFER	300,000.00
Total Cleared Deposits (2)				343,422.80



Pharr, TX

Bank Statement Register

RMA LOGIC ROAD MAINT

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05526

09/16/25

Bank Statement

General Ledger

Beginning Balance	1,159,077.30	Account Balance	1,163,403.26
Plus Debits	4,327.19	Less Outstanding Debits	0.00
Less Credits	1.23	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,163,403.26	Adjusted Account Balance	1,163,403.26

Statement Ending Balance	1,163,403.26
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
07/31/2025	DEP0109327	Deposit	TO REVERSE CLEAR OFF CASH BALANCES I	1.23
08/31/2025	DEP0111086	Deposit	TO RECORD INTEREST	4,325.96
Total Cleared Deposits (2)				4,327.19

Cleared Other

Item Date	Reference	Item Type	Description	Amount
07/31/2025	EFT0007063	EFT	TO CLEAR OFF CASH BALANCE	-1.23
Total Cleared Other (1)				-1.23



Pharr, TX

Bank Statement Register

INVESTMENT-GENERAL

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05527

09/16/25

Bank Statement

General Ledger

Beginning Balance	2,858,149.81	Account Balance	2,868,816.91
Plus Debits	10,667.10	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,868,816.91	Adjusted Account Balance	2,868,816.91

Statement Ending Balance 2,868,816.91

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
08/31/2025	<u>DEP0111087</u>	Deposit	TO RECORD INTEREST	10,667.10
Total Cleared Deposits (1)				10,667.10



Pharr, TX

Balance Sheet

Account Summary

As Of 08/31/2025

Account	Name	Balance
Fund: 42 - HCRMA-DEBT SERVICE		
Assets		
42-1-1102-002	INVESTMENTS D/S 2022 A SERIES	1,690,366.39
42-1-1102-003	INVESTMENTS D/S2022 B SERIES	757,972.95
42-1-1102-010	INVESTMENTS RESERVE D/S 2022 A SERIE	14,099,758.76
42-1-1102-011	INVESTMENTS RESERVE D/S 2022 B SERIE	6,359,072.53
42-1-1102-012	INVESTMENT JR LIEN REV BDS 2022B	1,017.91
42-1-4105-002	DEBT SERVICE- 2020 SERIES	2,276,458.98
	Total Assets:	25,184,647.52
		<u>25,184,647.52</u>
Liability		
	Total Liability:	0.00
Equity		
42-3-4400-000	FUND BALANCE	20,798,997.32
	Total Beginning Equity:	20,798,997.32
Total Revenue		7,052,381.40
Total Expense		2,666,731.20
Revenues Over/Under Expenses		4,385,650.20
	Total Equity and Current Surplus (Deficit):	25,184,647.52
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>25,184,647.52</u>



Pharr, TX

Income Statement

Account Summary

For Fiscal: 2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	9,004.06	28,249.90	-28,249.90
<u>42-4-1506-003</u>	INTEREST 2022 A SERIES	0.00	0.00	2,753.07	50,652.46	-50,652.46
<u>42-4-1506-004</u>	INTEREST 2022 B SERIES	0.00	0.00	1,280.33	16,330.49	-16,330.49
<u>42-4-1506-010</u>	INTEREST RESERVE 2022 A SERIES	0.00	0.00	52,427.77	410,671.53	-410,671.53
<u>42-4-1506-011</u>	INTEREST RESERVE 2022 B SERIES	0.00	0.00	23,645.21	185,215.30	-185,215.30
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FUND	0.00	0.00	330,908.70	6,361,261.72	-6,361,261.72
	Revenue Total:	0.00	0.00	420,019.14	7,052,381.40	-7,052,381.40
Expense						
<u>42-52900-4703-005</u>	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	677,460.20	-677,460.20
<u>42-52900-4703-006</u>	INTEREST EXPESNE- 2022 A BOND	0.00	0.00	0.00	1,373,292.00	-1,373,292.00
<u>42-52900-4703-007</u>	INTEREST EXPENSE- 2022 B BONDS	0.00	0.00	0.00	615,979.00	-615,979.00
	Expense Total:	0.00	0.00	0.00	2,666,731.20	-2,666,731.20
Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):		0.00	0.00	420,019.14	4,385,650.20	
Total Surplus (Deficit):		0.00	0.00	420,019.14	4,385,650.20	



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022A SERIES

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05528

09/16/25

Bank Statement

General Ledger

Beginning Balance	1,684,696.46
Plus Debits	5,669.93
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,690,366.39

Account Balance	1,690,366.39
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,690,366.39

Statement Ending Balance	1,690,366.39
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
08/31/2025	DEP0111092	Deposit	TO RECORD INTEREST FUND 42	5,669.93
Total Cleared Deposits (1)				5,669.93



Pharr, TX

Bank Statement Register

INVESTMENT D/S 2022B SERIES

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05529

08/16/25

Bank Statement

General Ledger

Beginning Balance	755,430.56	Account Balance	757,972.95
Plus Debits	2,542.39	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	757,972.95	Adjusted Account Balance	757,972.95

Statement Ending Balance	757,972.95
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
08/31/2025	DEP0111093	Deposit	TO RECORD INTEREST FUND 42	2,542.39
Total Cleared Deposits (1)				2,542.39



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022A SERIES

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05530

Bank Statement

General Ledger

Beginning Balance	14,047,330.99
Plus Debits	52,427.77
Less Credits	0.00
Adjustments	0.00
Ending Balance	14,099,758.76

Account Balance	14,099,758.76
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	14,099,758.76

Statement Ending Balance	14,099,758.76
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
08/31/2025	DEP0111094	Deposit	TO RECORD INTEREST FUND 42	52,427.77
Total Cleared Deposits (1)				52,427.77



Pharr, TX

Bank Statement Register

INVESTMENT RESERVE D/S 2022B SERIES

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05531

Bank Statement

General Ledger

Beginning Balance	6,335,427.32	Account Balance	6,359,072.53
Plus Debits	23,645.21	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	6,359,072.53	Adjusted Account Balance	6,359,072.53

Statement Ending Balance	6,359,072.53
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
08/31/2025	DEP0111097	Deposit	TO RECORD INTEREST FUND 42	23,645.21
Total Cleared Deposits (1)				23,645.21



Pharr, TX

Bank Statement Register

INVESTMENT JR LIEN REV BDS 2022B

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05532

Bank Statement

General Ledger

Beginning Balance	1,014.50	Account Balance	1,017.91
Plus Debits	3.41	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	1,017.91	Adjusted Account Balance	1,017.91

Statement Ending Balance	1,017.91
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
08/31/2025	<u>DEP0111098</u>	Deposit	TO RECORD INTEREST FUND 42	3.41
Total Cleared Deposits (1)				3.41



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05533

Bank Statement

General Ledger

Beginning Balance	1,935,596.88	Account Balance	2,276,458.98
Plus Debits	340,862.10	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	2,276,458.98	Adjusted Account Balance	2,276,458.98

Statement Ending Balance	2,276,458.98
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
08/31/2025	<u>DEP0111099</u>	Deposit	TO RECORD INT / TRANSF	340,862.10
Total Cleared Deposits (1)				340,862.10



Pharr, TX

Balance Sheet

Account Summary

As Of 08/31/2025

Account	Name	Balance	
Fund: 45 - HCRMA - CAP.PROJECTS FUND			
Assets			
<u>45-1-1102-000</u>	Pool Investment	73,943,324.22	
<u>45-1-1267-000</u>	ADVANCE	2,513,637.48	
	Total Assets:	76,456,961.70	<u>76,456,961.70</u>
Liability			
<u>45-2-1212-000</u>	Accounts Payable	600.00	
<u>45-2-1212-009</u>	RETAINAGE PAYABLE	254,250.07	
	Total Liability:	254,850.07	
Equity			
<u>45-3-1400-000</u>	Fund Balance	107,456,992.12	
	Total Beginning Equity:	107,456,992.12	
Total Revenue		7,897,515.95	
Total Expense		39,152,396.44	
Revenues Over/Under Expenses		-31,254,880.49	
	Total Equity and Current Surplus (Deficit):	76,202,111.63	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>76,456,961.70</u>



Pharr, TX

Income Statement Account Summary

For Fiscal: 2025 Period Ending: 08/31/2025

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND						
Revenue						
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	283,683.79	4,681,493.11	-4,681,493.11
<u>45-4-4700-000</u>	Federal Grant	0.00	0.00	1,196,959.95	3,216,022.84	-3,216,022.84
Revenue Total:		0.00	0.00	1,480,643.74	7,897,515.95	-7,897,515.95
Expense						
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	540,760.09	6,466,691.15	-6,466,691.15
<u>45-52900-8810-000</u>	SH 365- Enviornmental	0.00	0.00	17,630.00	36,632.56	-36,632.56
<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	365,718.70	2,136,913.98	-2,136,913.98
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	1,200.00	3,500.00	-3,500.00
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	19,051.00	194,481.82	-194,481.82
<u>45-52900-8842-001</u>	WET LAND	0.00	0.00	0.00	2,646,492.03	-2,646,492.03
<u>45-52900-8844-000</u>	365 CONSTRUCTION FEDERAL	0.00	0.00	2,860,565.47	11,649,673.22	-11,649,673.22
<u>45-52900-8844-001</u>	365 CONSTRUCTION LOCAL	0.00	0.00	18,764.62	13,767,846.16	-13,767,846.16
<u>45-52900-8860-000</u>	365 TOLL SYSTEM	0.00	0.00	61,450.70	2,216,693.52	-2,216,693.52
<u>45-55100-8850-000</u>	SEC A- PRELIMINARY	0.00	0.00	68.00	18,278.00	-18,278.00
<u>45-55100-8851-000</u>	SEC A- LEGAL	0.00	0.00	624.00	14,544.00	-14,544.00
Expense Total:		0.00	0.00	3,885,832.58	39,152,396.44	-39,152,396.44
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):		0.00	0.00	-2,405,188.84	-31,254,880.49	
Total Surplus (Deficit):		0.00	0.00	-2,405,188.84	-31,254,880.49	



Pharr, TX

Bank Statement Register

Pool Investment

Period 8/1/2025 - 8/31/2025

Packet: BRPKT05535

09/16/25

Bank Statement

General Ledger

Beginning Balance	76,347,313.06
Plus Debits	1,494,651.98
Less Credits	3,898,640.82
Adjustments	0.00
Ending Balance	73,943,324.22

Account Balance	73,943,324.22
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	73,943,324.22

Statement Ending Balance	73,943,324.22
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
08/04/2025	DEP0111132	Deposit	TO REVERSE ACH FOR INCORRECT AMOUN	14,008.24
08/31/2025	DEP0111126	Deposit	TO RECORD INTEREST FUND 45	283,683.79
08/31/2025	DEP0111127	Deposit	TO RECORD GRANT REIMB #37	1,196,959.95
Total Cleared Deposits (3)				1,494,651.98

Cleared Other

Item Date	Reference	Item Type	Description	Amount
08/01/2025	DFT0014334	Bank Draft	SCHWAB & STROOPE, PLLC	-2,277.00
08/01/2025	DFT0014345	Bank Draft	RABA KISTNER	-5,835.67
08/01/2025	DFT0014352	Bank Draft	HIDALGO COUNTY IRRIGATION DISTRICT	-365,718.70
08/04/2025	DFT0014335	Bank Draft	TERRACON	-14,008.24
08/05/2025	DFT0014331	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-8,880.00
08/05/2025	DFT0014332	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-624.00
08/05/2025	DFT0014337	Bank Draft	B2Z ENGINEERING LLC	-19,865.08
08/07/2025	DFT0014342	Bank Draft	HDR	-40,632.54
08/07/2025	DFT0014343	Bank Draft	HDR	-25,387.46
08/07/2025	DFT0014344	Bank Draft	HDR	-6,235.23
08/08/2025	DFT0014330	Bank Draft	LAW OFFICE OF RICHARD A. CANTU	-899.00
08/08/2025	DFT0014333	Bank Draft	ESCOBEDO & CARDENAS, LLP	-620.00
08/11/2025	DFT0014346	Bank Draft	QUINTANILLA HEADLEY & ASSOCIATES	-14,316.00
08/14/2025	DFT0014329	Bank Draft	PULICE CONSTRUCTION INC	-2,860,565.47
08/18/2025	DFT0014347	Bank Draft	QUINTANILLA HEADLEY & ASSOCIATES	-3,314.00
08/31/2025	DFT0014336	Bank Draft	ATLAS TECHNICAL CONSULTANTS LLC	-18,677.89
08/31/2025	DFT0014338	Bank Draft	HDR	-8,587.60

Cleared Other

Item Date	Reference	Item Type	Description	Amount
08/31/2025	DFT0014339	Bank Draft	HDR	-130,373.27
08/31/2025	DFT0014340	Bank Draft	HDR	-13,741.52
08/31/2025	DFT0014341	Bank Draft	HDR	-7,498.89
08/31/2025	DFT0014348	Bank Draft	C&M ASSOCIATES, INV.	-68.00
08/31/2025	DFT0014349	Bank Draft	SWG ENGINEERING, LLC	-6,375.00
08/31/2025	DFT0014350	Bank Draft	TEXAS DEPARTMENT OF TRANSPORTATION	-1,692.65
08/31/2025	DFT0014351	Bank Draft	HIDALGO COUNTY IRRIGATION DISTRICT	-17,071.97
08/31/2025	EFT0007220	EFT	TO RECORD ACH FUND 45 HCRMA AUGUST	-140,008.24
08/31/2025	EFT0007221	EFT	TO RECORD ACH FUND 45 HCRMA AUGUST	-185,367.40
Total Cleared Other (26)				-3,898,640.82

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> 09/16/25 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 09/23/25 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2025-56 – CONSIDERATION AND APPROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Resolution 2025-56- Amendments to policies and procedures governing procurement of goods and services.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2025- 56 – Consideration and Approval of amendments to policies and procedures governing procurement of goods and services by the Hidalgo County Regional Mobility Authority, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2025-56

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

THIS RESOLUTION is adopted this 23rd day of September, 2025, by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, on November 17, 2006, the Authority adopted its Policies and Procedures Governing the Procurement of Goods and Services (the “Policy”); the Policy was amended and restated on June 23, 2015 and further revised on June 25, 2019; January 23, 2024; April 22, 2025; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further revise the Policy to capture the new threshold of \$100,000 for non-procurement in conformance with the Texas Local Government Code, to update definitions pursuant to TxDOT/FHWA latest manuals, and to revise the bid protest language to conform to TxDOT’s latest language.

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

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

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

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

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 23rd day of September, 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

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

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

(Revised April 22, 2025)

(Revised September 23, 2025)

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

SECTION 1. STATEMENT OF GENERAL POLICY.

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

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

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

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

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

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

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

1.8. Domestic Preference. To the greatest extent practicable and consistent with the law, the Authority shall provide a preference for the purchase, acquisition, or use of goods, produces, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement shall be included in all purchase orders and contracts subject to federal funding. For purposes of this section, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

SECTION 2. CONFLICT OF INTEREST.

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

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

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

to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

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

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

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

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

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

made. See *Schedule 2.4 (b)*;

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

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

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

3.1 DBEs. Disadvantaged Business Enterprises (“DBEs”) are encouraged to participate in the Authority’s procurement process. **The purpose of the DBE program is to ensure nondiscrimination in the award and administration of federally funded projects. A DBE is defined as a small business that is at least 51% owned by socially or economically disadvantaged persons. The Authority has entered into an agreement with TxDOT adopting TxDOT’s DBE policy. See *Schedule 3*.**

3.2 Hiring Preferences. The Authority may require contractors to use hiring preferences or goals for (i) people residing in high-poverty areas, (ii) disadvantaged communities (as defined by the Justice40 Initiative, OMB Memorandum M-21-28), (iii) high unemployment census tracts within Hidalgo County, or (iv) individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act, 29 USC 3102(24)). Hiring preferences or goals should be consistent with the policies and procedures of the Authority and, if applicable, TxDOT, and where federal funding is applicable, must not prohibit interstate hiring.

SECTION 4. SUSPENSION AND DEBARMENT.

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

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

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

SECTION 5. DEFINITIONS.

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

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

ATC: Alternative technical concept.

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

Authority: The Hidalgo County Regional Mobility Authority.

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

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

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

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

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

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

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

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

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

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

Construction: The supervising, inspecting, actual building, and incurrence of all costs incidental to

the construction or reconstruction of all costs incidental to the construction or reconstruction of Transportation Project, including the bond costs and other costs related to the issuance with the bonds or other debt financing instruments and costs incurred in performing state and federal project related audits.

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

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

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

DBE: Disadvantaged Business Entity as described in Section 3.

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

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

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

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

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

General goods and services: Goods, services, equipment, personal property and any other item

procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

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

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

Liquidated Damages: The daily amount set forth in the contract to be deducted from the contract price to cover additional costs incurred by the Authority because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified. The term may also mean the total of all daily amounts deducted under the terms of a particular contract.

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

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

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

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

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

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

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

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

Public Utility Facility: A:

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

RFDP: Request for detailed proposals.

RFI: Request for information.

RFP: Request for proposal.

RFQ: Request for qualifications.

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

Specialty Items: Work items identified in the contract which are not normally associated with highway construction and require highly specialized knowledge, abilities or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract; in general, these items are to be limited to minor components of the overall contract.

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

State: The State of Texas.

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

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

Transportation Project: Includes a(n):

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

a rail operation;

(d) bridge;

(e) ferry;

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

(g) pedestrian or bicycle facility;

(h) intermodal hub;

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

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

(k) air quality improvement initiative;

(l) public utility facility;

(m) a transit system;

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

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

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

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

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

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

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

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

(e) a parking area or structure, rest stop, park, and any other improvement or amenity

the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and

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

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

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

6.2 Qualification of Bidders.

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

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

6.3 Qualifying with the Authority.

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

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

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

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

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

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

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

6.4 Notice of Contract Letting.

6.4.1 Each notice of contract letting must provide:

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

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

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

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

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

6.4.4 The Authority may also publish notice of contract lettings in the *Texas Register*,

trade publications, or such other places that the Authority determines will enhance competition for the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.8 Completion and Submission of Bid Documents.

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

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

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

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

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

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

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

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

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

6.11.1 the bid is submitted by an unqualified bidder;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.15 Bid Protests. This Subsection 6.15 applies to bid protests as relate to construction and building contracts, as well as to bid protests as relate to professional services as described in Section 7, general goods and services as described in Section 8, consulting services as described in Section 9, and design build contracts as described in Section 10.

6.15.1 There are three types of protests to Authority bids and solicitations.

6.15.1.1 A pre-bid or solicitation phase protest shall be received prior to the scheduled bid opening or proposal due date.

6.15.1.2 A pre-award protest is protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

6.15.1.3 A post-award protests is a protest received after the award of contract, and must be received within five (5) business days of the referenced award.

6.15.2 All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director in accordance with the deadlines above. Protests may be delivered in hard copy, with a return receipt, or electronic copy, with a read receipt. The address and email for the Executive Director are provided on the Authority's website. Each protest must include the following:

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

6.15.2.2 the identification number, reference number, or other identifying criteria

specified in the bid documents to identify the procurement in question;

6.15.2.3 a statement of the grounds for protest; and

6.15.2.4 all documentation supporting the protest.

6.15.3 A decision and response to the protest, **including each substantive issue raised**, will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

6.15.4 Appeals of responses and decisions regarding protests must be made to the Board in writing and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final. However, if facts change, new data becomes available, or an error in law or regulation was found in a previous ruling, the Board may allow for reconsideration of a protest by the Executive Director or reconsideration of an appeal to the Board.

6.15.5 Where state or federal funding is applicable to a project where a bid protest has been properly filed, the Authority shall notify TxDOT or FHWA as required.

6.16 Contract Execution; Submission of Ancillary Items.

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

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

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

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

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

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

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

6.19 Progress Payments; Retainage and Liquidated Damages.

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

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

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

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

6.19.2.3 the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the

retainage or any investments in which it is invested; and

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

6.19.3 Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to include a contract provision which compensates the contractor a certain amount of money for each day identified critical work is completed ahead of schedule and assess a deduction for each day the contractor overruns the incentive/disincentive time. The amounts are based upon estimates of such items as traffic safety, traffic maintenance, and road user delay costs.

6.19.4 Without limiting the Authority's right to require any other contract provision, the Authority, in its sole discretion, may elect to require that a Liquidated Damages provision be made a part of any contract it enters into.

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

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

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

6.23 Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents; provided that the VECP is aligned with (i) federal guidelines provided in 23 CFR Part 627 and 23 USC 106, as may be amended from time to time, and (ii) TxDOT's VECP policy. As of the date of this policy, TxDOT has determined in its Local Government Project Management Guide (dated May 20, 2024) that it does not have VECP policies or procedures in place.

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

SECTION 7. PROFESSIONAL SERVICES.

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

Authority shall follow the Brooks Act, and/or other applicable federal law.

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

7.3 Notice of RFQs.

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

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

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

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

7.3.1.4 qualifications to perform the type of work requested;

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

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

7.3.1.7 enough time for firms to submit a proposal.

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

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

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

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

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

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

7.4 Evaluation, Ranking, and Selection.

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

7.4.1 The Authority shall select qualified providers of professional services by first submitting all responses to a selection committee assigned by the Executive Director or the Board for scoring of the responses based on the criteria published in the RFQ.

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

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

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

7.5 Fees and Negotiations.

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

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

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

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

7.5.5 The Authority shall retain documentation of negotiation activities as required by applicable law.

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

7.7 Selection Disputes. Protests related to solicitations or contract awards shall be made and resolved in the manner described in Subsection 6.15.

SECTION 8. GENERAL GOODS AND SERVICES

8.1 Approval of Board. Every procurement of general goods and services costing more than **one hundred thousand dollars (\$100,000.00)** shall require the approval of the Board, evidenced by a

resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing **one hundred thousand dollars (\$100,000.00)** or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than **one hundred thousand dollars (\$100,000.00)** shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

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

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

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

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

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

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

8.4 Award Under Competitive Bidding.

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

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

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

8.4.2 In accordance with Texas Government Code, Chapter 2252, Subchapter A, the

Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

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

8.5 Competitive Sealed Proposals.

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

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

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

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

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

8.5.1.5 any special provisions and special specifications; and

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

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

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

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

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

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

SECTION 9. CONSULTING SERVICES.

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

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

9.3 Contract Amounts. The Authority may procure consulting services anticipated to cost no more than **one hundred thousand dollars (\$100,000.00)** by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than **one hundred thousand dollars (\$100,000.00)** pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than **one hundred thousand dollars (\$100,000.00)** shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate. A service may not be divided or reduced to avoid the solicitation requirement that would otherwise apply to a service that would cost over one hundred thousand dollars (\$100,000).

9.4 Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each

RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the procurement of professional services.

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

- 9.5.1 the Authority's specifications for the service to be procured;
- 9.5.2 an estimate of the various quantities and kinds of services to be performed;
- 9.5.3 a schedule of items for which unit prices are requested;
- 9.5.4 the time within which the contract is to be performed;
- 9.5.5 any special provisions and special specifications; and
- 9.5.6 the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

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

9.6 Notice of RFQs and RFPs.

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

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

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

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

interest of the Authority.

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

9.8 Contract Negotiation and Execution.

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

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

9.9 Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds **one hundred thousand dollars (\$100,000.00)**. If the anticipated cost of services **one hundred thousand dollars (\$100,000.00) or less**, the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services

and shall submit the justification to the Board at its next regularly scheduled board meeting.

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

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

SECTION 10. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

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

10.2 Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 10. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts (“ATCs”) and value-added concepts (“VACs”) from proposers.

10.3 Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority’s representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority’s general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Subsection 10.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

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

10.4.1 An RFQ issued by the Authority shall include the following information: (1)

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

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

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

10.5.1 The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Subsection 10.6. The Authority may include an interview as part of its evaluation process.

10.5.2 The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Subsection 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the procurement process.

10.6 Requests for Detailed Proposals.

10.6.1 The Authority shall issue a request for detailed proposals ("RFDP") to all proposers qualified or short-listed in accordance with Section 10.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority's cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures; (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events; (16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.

10.6.2 An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical

proposal under this Section 10.6 must address the following: (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 10.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.

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

10.6.4 In developing and preparing to issue an RFDP in accordance with Subsection 10.6.1, the Authority may solicit input from entities qualified under Section 10.5 or any other person.

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

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

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

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

10.9 Contract Negotiations.

10.9.1 After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.

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

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

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

10.9.5 Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.9 if detailed proposals have been submitted to the Authority.

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

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

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

10.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

10.12 Performance and Payment Security.

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

10.12.2 A payment or performance bond or alternative form of security is not required for

that portion of a design-build or design-build-finance agreement that includes only design services only.

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

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

SECTION 11. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS.

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

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

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

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

11.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 12. EMERGENCY PROCUREMENTS.

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

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

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

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

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

SECTION 13. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

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

13.2 Trade-In for New Property. Notwithstanding Subsection 13.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

13.3 Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection 13.1.

13.4 Sale to State, Counties, etc. Notwithstanding Subsection 13.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

13.5 Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 13.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational, or charitable organization located in the State.

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

and absolute discretion.

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

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

13.9 Use of Excess and Surplus Federal Property. When it is feasible and reduces project costs, the Authority shall use excess and surplus federal property rather than purchasing new equipment and property.

* * *

REQUIRED CERTIFICATIONS

- Section 1. **DISCLOSURE OF OWNERSHIP INTERESTS.** Pursuant to Executive Order GA48 (November 19, 2024) any company that submits a bid or proposal with respect to a contract for goods or services shall be required to certify to the Authority that the company and, if applicable, any of its holding companies or subsidiaries is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - Listed in Section 1260H of the 2021 NDAA; or
 - Owned by the government of a country on the US Department of Commerce's foreign advisories list under 15 CFR Section 791.4; or
 - Controlled by any governing or regulatory body located in a country on the US Department of Commerce's foreign adversaries list under 15 CFR Section 791.4.
- Section 2. **DISCLOSURE OF CERTAIN RELATIONSHIPS.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- Section 3. **ANTI-BOYCOTT VERIFICATION.** Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.
- Section 4. **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES.** Pursuant to Section 2274.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.
- Section 5. **PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES.** Pursuant to Section 2274.003, Texas Government Code, to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate

during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.

Section 6. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

Schedule 2.4(a)

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

Schedule 2.4(b)

FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,
20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)

(year)

Signature of Local Government Officer (Declarant)

SCHEDULE 3

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008 - 1

ENTERING INTO A REVISED MEMORANDUM OF UNDERSTANDING
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT")
PROVIDING FOR THE ADOPTION OF TXDOT'S DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM

THIS RESOLUTION is adopted this 13th day of February, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration ("FHWA") through the Texas Department of Transportation ("TxDOT") to assist the Authority with the construction of turnpike projects; and

WHEREAS, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

WHEREAS, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26 and on August 9, 2007, the Authority approved a Memorandum of Agreement with TxDOT authorizing the adoption by the Authority of TxDOT's DBE Program as its own (the "MOU");

WHEREAS, TxDOT has revised the MOU and requested that the Authority enter into the revised agreement (the "Revised MOU") in order to participate in TxDOT's DBE Program;

WHEREAS, the Authority finds it appropriate to enter into the Revised MOU with TxDOT to memorialize such obligations, expectations, and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet federal requirements;

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

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

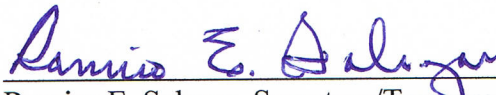
Section 2. The Chairman of the Authority is authorized to enter into the Revised MOU, substantially in form attached hereto as Exhibit A, with TxDOT adopting the TxDOT DBE Program.

Section 3. Private sector partners working with the Authority in the development of transportation projects will be subject to the TxDOT DBE Program requirements as subrecipients of funds through the Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 13th day of February, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar, Secretary/Treasurer

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

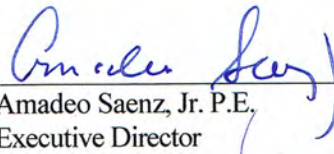
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Amadeo Saenz, Jr. P.E.
Executive Director

By: 
Dennis Burleson
Chairman

Date: 3/13/08

Date: 2/13/2008

SCHEDULE 6.24
(as of **September 23, 2025**)

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit A

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

(Adopted November 17, 2006)

(Amended and Restated June 23, 2015)

(Revised June 25, 2019)

(Revised January 23, 2024)

(Revised April 22, 2025)

(Revised September 23, 2025)

Item 4B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

WORKSHOP ITEM
DATE SUBMITTED
MEETING DATE

 4B
 09/15/2025
 09/23/2025

1. Agenda Item: **RESOLUTION 2025-57 CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO PROFESSIONAL SERVICE AGREEMENT WITH ECS FOR FORENSIC TESTING OF HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IRRIGATION PIPE AS PART OF THE 365 TOLLWAY PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Resolution 2025-57 for WA No. 2 to ECS Forensic Testing of irrigation pipe for the 365 Tollway Project.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Resolution 2025-57 Consideration and Approval for Work Authorization Number 2 to the Professional Service Agreement with ECS for forensic testing of Hidalgo County Irrigation District Number 2 irrigation pipe 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: Approved Disapproved X None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Pilar Rodriguez, PE, Executive Director

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

Date: September 15, 2025

Re: **2025-57: CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO ECS FORENSIC TESTING OF IRRIGATION PIPE FOR THE 365 TOLLWAY PROJECT [HCID2 REQUIREMENT AND ACCEPTANCE]..**

GOAL

Consideration and approval of Work Authorization #2 for ECS Southwest, LLP to provide irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe as part of the 365 Tollway Project.

BACKGROUND

HCRMA, HDR, Pulice Construction Inc. and HCID#2 have been negotiating various items since the implementation of the project. The HCRMA and HCID#2 have agreements in-place requiring concurrences to current plans, specifications, and implemented changes. HCID#2 is demanding revisions and imposing immediate cost, scheduling impactive changes throughout project. As per plan requirements, only certified, pre-approved material suppliers can be utilized. HCID#2 is requiring irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe. This particular item was excluded from the original contract, special specification 4024.

REQUEST and CONSIDERATION

The scope of this WA is to modify contract to include irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe. 4.

We anticipate line pressure testing for:

- a. LHPP 48" (Approx. 94 joints)
- b. LHPP 60" (Approx. 160 joints)
- c. LHPP 72" (Approx. 404 joints)

RECOMMENDATION

HCRMA \ HDR staff recommend Board's approval and acceptance of WA#2, Resolution 2025-57



- ☒ CMT Service ECS Southwest LLP
☐ Environmental
☐ Engineering
☐ Geo-Technical
☐ Surveying
☐ ROW

WORK AUTHORIZATION SUMMARY

RESOLUTION 2025 -57

Work Authorization # 2 Supplemental # _____

Amount \$ 274,644.00

Approved Work Authorizations:

Resolution No.	Description	Amount
2025-42	WA No. 1	\$ 783,059.40

Subtotal from Cont. Page \$ 0.00

Total Approved WA **\$ 783,059.40**

Proposed Work Authorization and/or Supplemental

2025-57 WA No. 2 **\$ 274,644.00**

Goal and Options:

Approval of WA#2 authorizing irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe

Staff is recommending approval of this request in the amount of \$ 274,644.00
Proposed total approved WA and/or Supplementals \$ 1,057,703.40

Ramon Navarro IV, P.E.

Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2025-57

CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH ECS FOR FORENSIC TESTING OF HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 IRRIGATION PIPE AS PART OF THE 365 TOLLWAY PROJECT .

THIS RESOLUTION is adopted on this 23rd day of September 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, on June 24, 2025, Board approved Resolution 2025-42 awarding 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 for \$783,059.40; and,

WHEREAS, the authority finds it necessary to consider Resolution 2025-57 for approval of work authorization number 2 to the professional services agreement with ECS Southwest, LLP to provide forensic testing of irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Reinforced Concrete Low-Head Pressure Pipe as part of the 365 tollway project in the amount not to exceed \$274,644.00;

* * * * *

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 2 to the Professional Service Agreement with ECS Southwest, LLP to provide irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe as part of the 365 Tollway Project, in the amount of \$274, 644.00 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 2 to the Professional Service Agreement with ECS Southwest LLP, to provide MSE walls 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 23rd day of September 2025, at which meeting a quorum was present.

Robert L. Lozano, Chairman

Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

Work Authorization Number 2
to the Professional Service Agreement
with ECS Southwest, LLP
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 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 \$274,644.00 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

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





September 12, 2025

Hidalgo County Regional Mobility Authority

203 W. Newcombe Ave
Pharr, Texas 78577

Attn: Mr. Ramon Navarro, IV, P.E.
ramon.navarro@hcrma.net

ECS Reference No. 20-3382

Re: Request for Contract Modification – Irrigation Line Pressure Test
Hidalgo County 365 Tollway Project
Hidalgo County, Texas 78577

Dear Mr. Navarro,

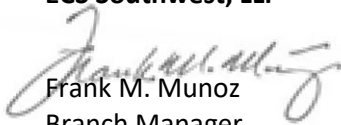
ECS Southwest LLP (ECS) is pleased to have been selected to perform services the Hidalgo County 365 Tollway project for the Hidalgo County Regional Mobility Authority (HCRMA) in Pharr, Texas. Authorization was provided to ECS Southwest via HCRMA Professional Services Agreement dated 07/01/2025.

As requested, we have increased our scope to include irrigation line pressure testing. To accomplish this work, ECS has teamed with BCAC Underground, an industry leader in pressure testing for underground pipe.

We respectfully request a contract modification to include irrigation line pressure testing for acceptance in general accordance with ASTM C361 - Standard Specification for Reinforced Concrete Low-Head Pressure Pipe. Attached is an anticipated work schedule and an associated budget for testing and observations services. **Our assumptions for an anticipated work schedule are based on joint quantities provided by Mr. Ruben Alfaro, P.E. via email, dated 08/26/2025.**

Should the above information or assumptions be inconsistent with the scope understanding, please advise at your earliest convenience.

Respectfully submitted,
ECS Southwest, LLP


Frank M. Munoz
Branch Manager
FMunoz@ecslimited.com

SCOPE OF WORK & WORK SCHEDULE

We understand the scope of work for this contract modification is limited to low pressure testing of underground pipe. This field installation test is an acceptance test of the installed underground irrigation piping. BCAC Underground will provide the testing equipment and the crew for field testing to include continuous oversight and documentation by ECS. To accomplish this task, we anticipate the following work schedule:

1. Site Visit and Walk through by BCAC. Plan review for location and details by BCAC.
2. Mobilization of BCAC; crew & equipment.
3. We anticipate 25 days: Monday – Saturday, up to 10 hrs./day.
4. We anticipate 25 days of line pressure testing for:
 - a. LHPP 48" (Approx. 94 joints)
 - b. LHPP 60" (Approx. 160 joints)
 - c. LHPP 72" (Approx. 404 joints)
5. Site testing will be performed in general accordance with ASTM C361 for line pressure acceptance.
6. Pressure testing will be performed from manhole to manhole; sustain test pressure 10psi for 5 seconds for line acceptance.
7. Location of the areas to be pressure tested shall be directed by an RMA representative.
8. An ECS field representative will provide oversight to document testing location and to photograph field activities.
9. Test failures will be documented and marked as non-compliant. Retesting is not included in the anticipated work schedule and budget.

Notes:

- Plans not available for review during the assembly of the work schedule and budget.
- Water supply will be provided to testing subcontractor at no charge. Fee for water usage is not included in this budget.
- Time and distance for water transportation from source to testing location is not available; additional fuel charges may apply and prolonged time may affect work schedule.

TESTING PROCEDURE AND PROCESS

HYDROSTATIC PRESSURE TESTING PROCEDURES:

1. Preparation

- **Cleaning & Inspection:** The pipe is first cleaned and visually inspected for defects, weld quality, and alignment.
- **End Sealing:** Pipe ends are sealed with test heads, flanges, or plugs strong enough to withstand test pressure.
- **Instrumentation:** Pressure gauges, relief valves, and recorders are installed at appropriate points. Air vents are added to remove trapped air.

2. Filling

- **Medium:** Hydrostatic testing typically uses clean water (sometimes treated with corrosion inhibitors or dye).

- **Air Removal:** The pipe is filled slowly from the lowest point while vents are opened at high points to purge air. Trapped air is dangerous because it can cause inaccurate results and sudden energy release.

3. Pressurization

- **Initial Pressurization:** Pressure is raised gradually to about 50% of the test pressure and held for a leak check.
- **Final Pressurization:** Pressure is then increased to the full test level—often **1.25x to 1.5x the design/operating pressure**, depending on standards (e.g., ASME, AWWA, API, or project specifications).
- **Stabilization Period:** Pressure is held for a specified time (commonly 30 minutes to 2 hours) to allow for pipe expansion and stabilization.

4. Holding & Monitoring

- **Test Duration:** The pressure is maintained (often 2–24 hours depending on code).
- **Monitoring:** Pressure gauges and chart recorders track pressure loss. The pipe is inspected for leaks, sweating, or visible deformation.
- **Safety:** Personnel stay clear of the pipe during high-pressure stages to avoid risk from failures.

5. Acceptance Criteria

- **No Leaks:** No visible leakage from joints, welds, or pipe body.
- **Allowable Pressure Loss:** In some standards, a slight drop is acceptable if it can be attributed to temperature change or elastic deformation, but not from leakage.
- **Pass/Fail:** If the pipe holds pressure without leaks, the test is considered successful.

6. Depressurization & Draining

- **Controlled Release:** Pressure is reduced slowly through a valve to prevent surge.
- **Draining:** Water is removed and disposed of properly (may require environmental controls if treated with chemicals).
- **Drying:** Air drying or pigging may follow, depending on service requirements.

AIR PRESSURE TESTING PROCEDURES:

Air Pressure Testing of RCP Pipe

1. Purpose

The test ensures that joints in the installed RCP pipeline are properly sealed and capable of preventing infiltration/exfiltration. It is a *joint test*, not a full structural strength test of the pipe.

2. Preparation

- **Cleaning:** The line is flushed or cleaned to remove debris that may interfere with sealing.
- **Sealing:** Each test section (typically a manhole-to-manhole segment) is sealed using **inflatable plugs** or mechanical stoppers.
- **Safety Check:** Test plugs are secured and properly braced—since plug blowouts under air pressure are extremely dangerous.

3. Test Medium

- **Low-pressure air** is introduced into the sealed pipe section.
- Pressure is typically in the range of **3.5 to 4.0 psi above groundwater back pressure**, depending on pipe diameter and project specs.

4. Pressurization

- Air is added until the required test pressure is reached.

- The pressure is allowed to **stabilize for about 2 minutes**, to account for temperature and expansion.
- Once stable, the **official test begins**.

- **5. Testing Procedure**

- **Drop Method:** Measure the time it takes for pressure to drop from the starting test pressure to a specified lower pressure (e.g., from 3.5 psi to 2.5 psi).

Time Requirement: The allowable time depends on the **pipe size and length**. ASTM standards include a formula or tables giving the **minimum time in seconds per 100 ft of pipe**.

- Larger diameters have shorter allowable times.
- If the pipe holds pressure longer than the specified time → **Pass**.
- If pressure drops too quickly → **Fail** (requires leak investigation and repair).

- **6. Groundwater Correction**

If the pipe is installed below groundwater level, the external head pressure must be considered. The test pressure is adjusted upward by **0.43 psi for each foot of groundwater above the pipe crown**.

- **7. Acceptance Criteria**

- No pressure loss beyond allowable limits.
- No visible signs of leakage at joints or plugs.
- No plug movement or failure during test.

- **8. Safety Considerations**

- Air tests are potentially hazardous because compressed air stores a lot of energy.
- Personnel should stay clear of plugs and pressurized sections during testing.
- Hydrostatic (water infiltration/exfiltration) tests are sometimes preferred for safety, but air testing is faster and more convenient.

Summary: Air testing of RCP pipe involves sealing a section, pressurizing with low air pressure (around 3.5 psi + groundwater correction), holding for stabilization, and then timing the pressure drop. If the pipeline maintains pressure longer than the minimum allowable time, it passes the test.

ESTIMATED BUDGET

	QTY	UNIT	RATE		TOTAL
FIELD SERVICES					
Plan Review & Site Walk Through	1	lump sum	\$	4,500.00	\$ 4,500.00
Mobilization & Demobilization	1	lump sum	\$	10,000.00	\$ 10,000.00
BCAC Undergorund Utility Crew	25	per day	\$	8,500.00	\$ 212,500.00
Equipment: Plugs / Compressor / Hoses					
ECS Field Technician	260	per hour	\$	80.00	\$ 20,800.00
Senior Project Manager	20	per hour	\$	125.00	\$ 2,500.00
Senior Project Principal, P.E.	5	per hour	\$	280.00	\$ 1,400.00
Administrative/Clerical	10	per hour	\$	45.00	\$ 450.00
Fleet Vehicle	4	per week	\$	750.00	\$ 3,000.00
Lodging/Per Diem, per person	21	per day	\$	214.00	\$ 4,494.00
Water Truck	25	per day	\$	450.00	\$ 11,250.00
Expendables/Diesal etc.	25	per day	\$	150.00	\$ 3,750.00
Water Per Gallon (N/A)					N/A
	Field Services Estimated Total				\$ 274,644.00