



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## BOARD OF DIRECTORS MEETING **JUNE 2025**

### HCRMA Board of Directors

Robert L. Lozano, Chairman

Ezequiel Reyna, Jr., Vice Chairman

Juan Carlos Del Angel, Secretary / Treasurer

**Javier Peña, Director**

Jose Maria "Joe" Ocha, Director

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

Michael J. Williamson, Director

### HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

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

Ruben Alfaro, PE, Development Eng.

Celia Gaona, CIA, Chief Auditor/Compliance Off.

Jose Castillo, Chief Financial Off.

### General Engineering Consultant

HDR Engineering, INC.

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

**Report on HCRMA Construction & Development Activities**  
**Chief Construction Engineer - Ramon Navarro IV, PE, CFM, and**  
**Development Engineer - Ruben Alfaro, PE, CFM, PMP**



- ❑ Overweight Permit Summary
- ❑ Development Updates

### **MISSION STATEMENT:**

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





## Specialized Overweight Permits

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

### Permit Information

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

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

Or for movement on the following roads:

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

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



# OVERWEIGHT / OVERSIZE CORRIDOR SEGMENTS







# MONTHLY OVERWEIGHT REPORT:

May 1, 2025 – May 31, 2025

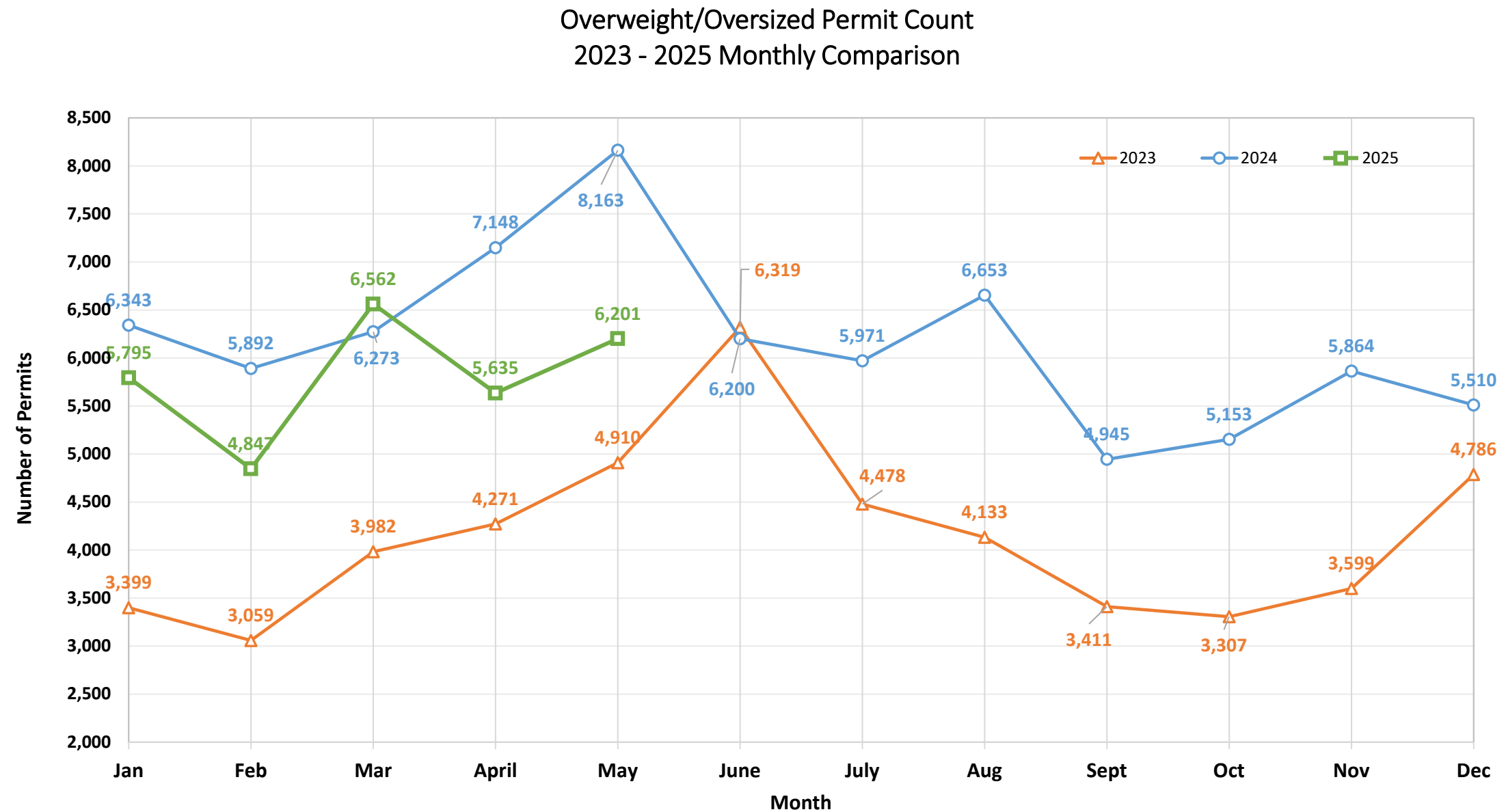
<b>Total Permits Issued:</b>	<b>6,201</b>
<b>Total Amount Collected:</b>	<b>\$ 1,263,954</b>
■ <b>Convenience Fees:</b>	<b>\$ 23,754</b>
■ <b>Total Permit Fees:</b>	<b>\$ 1,240,200</b>
– Pro Miles:	\$ 18,603
– TxDOT (On system):	\$ 1,039,598
– Local (Off system):	\$ 14,572
– HCRMA:	\$ 167,427

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





# Latest 3-Years Monthly Comparison





# YEARLY OVERWEIGHT REPORT:

## January 1, 2025 – May 31, 2025

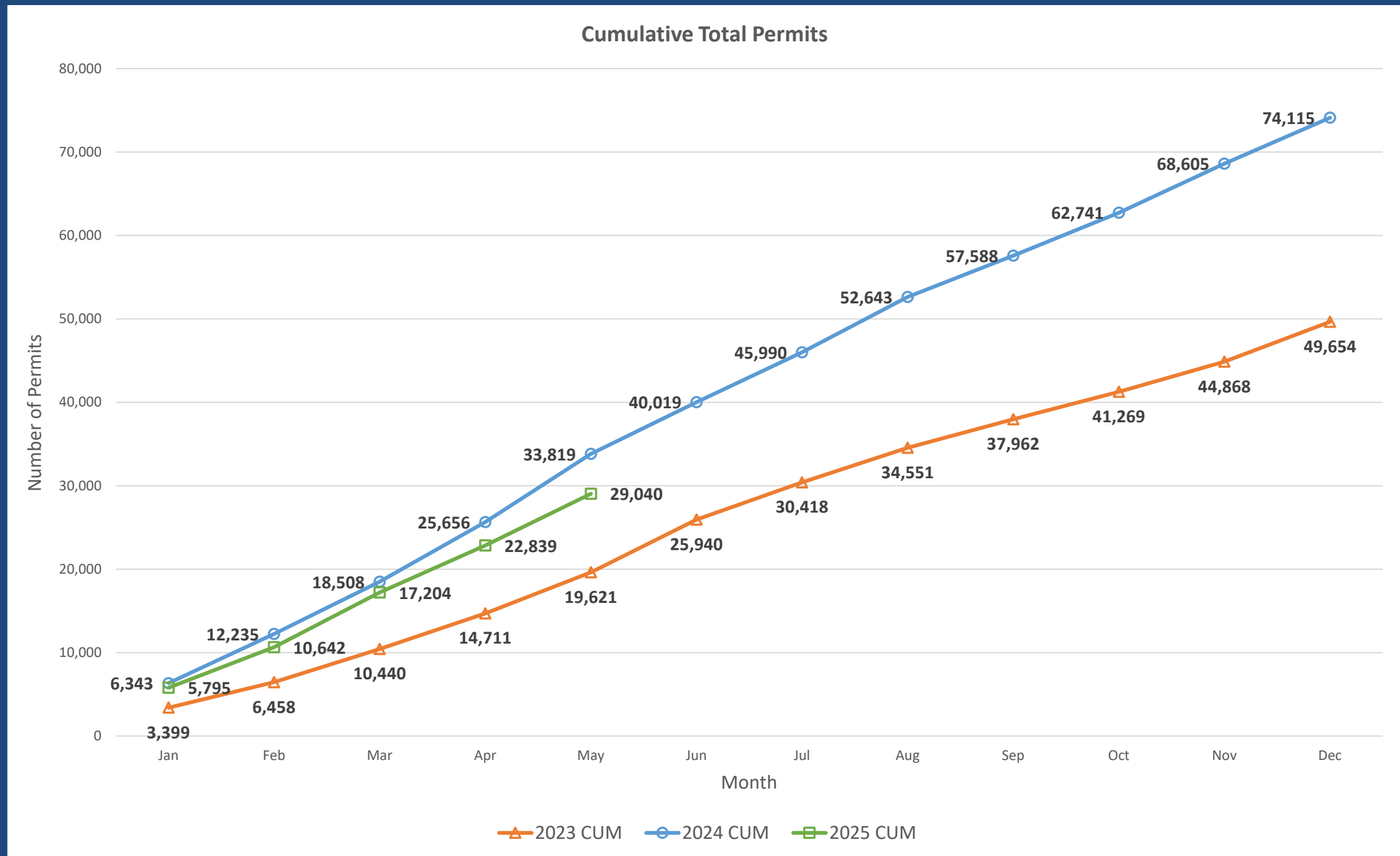
<b>Total Permits Issued:</b>	<b>29,040</b>
<b>Total Amount Collected:</b>	<b>\$ 5,929,302</b>
■ <b>Convenience Fees:</b>	<b>\$ 121,302</b>
■ <b>Total Permit Fees:</b>	<b>\$ 5,808,000</b>
– Pro Miles:	\$ 87,120
– TxDOT (On system):	\$ 4,868,556.00
– Local (Off system):	\$ 68,244.00
– HCRMA:	\$ 784,080

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





# Latest 3-Years Yearly Cumulative Comparison





# ACCUMULATED OVERWEIGHT REPORT:

January 1, 2014 – May 31, 2025

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

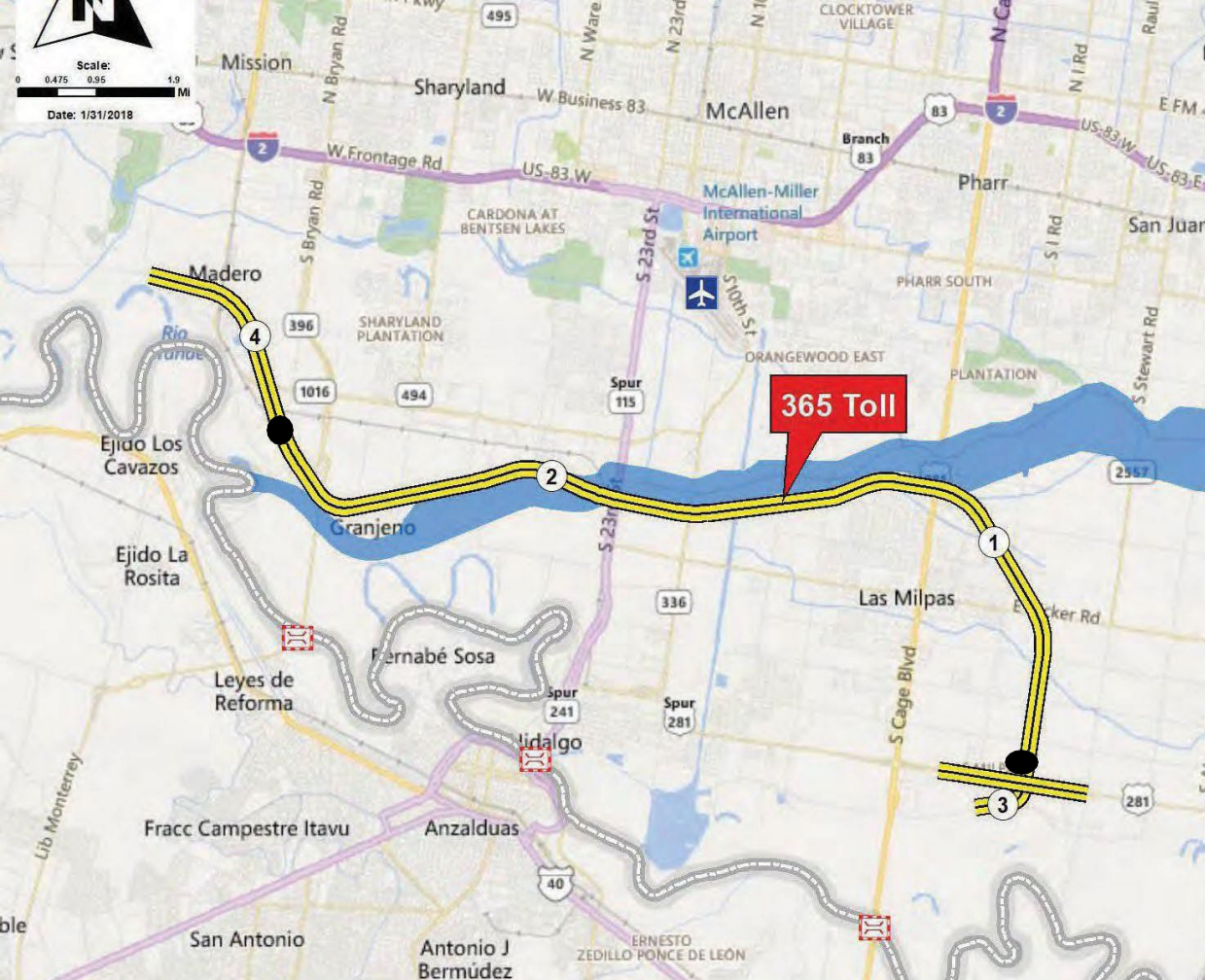


## DEVELOPMENT UPDATES:

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







## MAJOR MILESTONES:

NEPA CLEARANCE

07/03/2015

**PH 1: 365 SEG. 3**

LET: 08/2015

COMPLETED

**PH 2: 365 TOLL**

**SEGS. 1 & 2**

**LET: 11/2021**

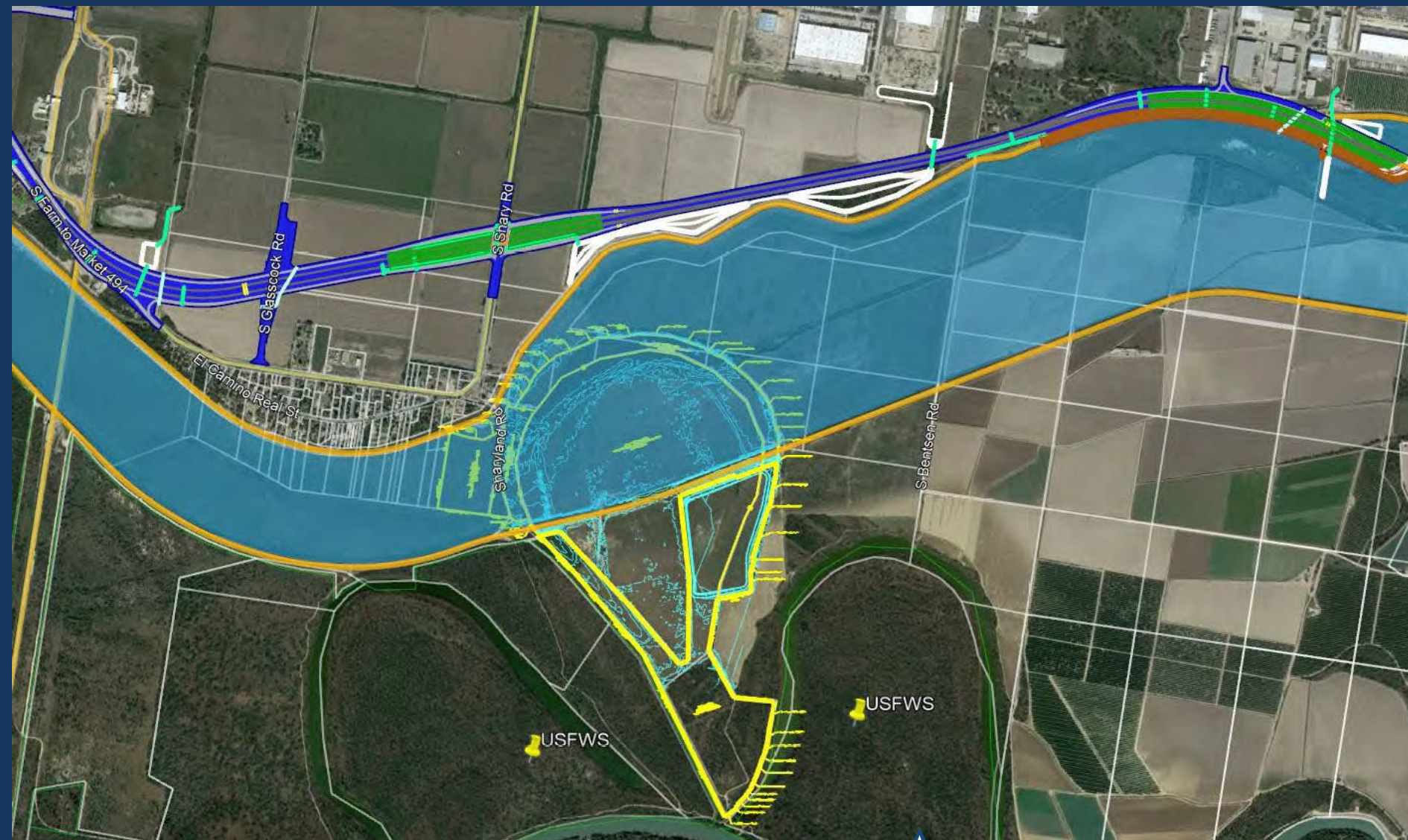
OPEN: 01/2026

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





# WETLAND MITIGATION SITE





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

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

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 5,850,993.87
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Note: Subject to Change in the event a Project Revision is agreed.



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



June 11, 2025

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

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

Dear Mr. Navarro,

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

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

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

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

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

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

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

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

Sincerely,  
HDR Engineering, Inc.

Samuel Saldivar, Jr, PE  
*Civil Program Leader*



## MitRES Services

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

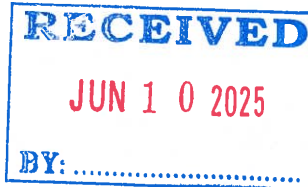


A MITIGATION RESOURCES OF NORTH AMERICA COMPANY

140 E. Tyler St., Suite 400

Longview, TX 75601

(903) 660-7527



INVOICE

DATE: 5/31/2025

Invoice # 13917

Payment Application 9

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

Vendor # 193162

DATE	Description			Amount Due
May 2025	2024-004 Granjeno Wetland Mitigation Site	% Complete	Amount	
<b>Lump Sum</b>				
A-1	Mobilization and Demob	100.00%	4,976.11	
A-2	Well & Pump	100.00%	15,423.12	
A-3	Planting	100.00%	0.00	
A-4	Storm Water Pollution Prevention Plann	100.00%	0.00	
A-5	Clay Quarry	100.00%	0.00	
A-6	6 Inch Pump	100.00%	11,100.00	
A-7	Silt Fence	100.00%	5,950.00	
			<b>Sub Total</b>	<b>\$37,449.23</b>
<b>Unit Price</b>				
B-1	6-inch PVC Waterline	100.00%	0.00	
B-2	Excavation	100.00%	0.00	
B-3	Embankment (Planting Soil)	100.00%	0.00	
B-4	Embankment (Clay Liner)	100.00%	0.00	
B-5	Embankment (Subbase)	10.00%	0.00	
B-6	Clearing / Grubbing	100.00%	0.00	
B-7	Grate Inlet		0.00	
B-8	18-inch RCP	100.00%	0.00	
B-9	15-foot wide Access Road	100.00%	0.00	
B-10	Seeding	100.00%	30,820.00	
			<b>Sub Total</b>	<b>\$30,820.00</b>
	<b>Retainage</b>	10.00%	<b>5,642,633.68</b>	<b>\$564,263.37</b>
	<b>Total</b>			<b>\$632,532.60</b>
	<b>Amount Due</b>			<b>\$632,532.60</b>

ACH/Wire Payments should be sent to:

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

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

Approved by:  6/5/2025



**Contractor's Application for Payment**

<b>Owner:</b> <u>HCRMA</u>	<b>Owner's Project No.:</b> <u>10334419</u>
<b>Engineer:</b> <u>Samuel Saldivar</u>	<b>Engineer's Project No.:</b> <u>10334419</u>
<b>Contractor:</b> <u>MitRes Services</u>	<b>Contractor's Project No.:</b> <u>42106</u>
<b>Project:</b> <u>Granjeño Mitigation Site</u>	
<b>Contract:</b> <u>Restoration of 23.88 acres of land, including wetland restoration.</u>	
<b>Application No.:</b> <u>008</u>	<b>Application Date:</b> <u>6/6/2025</u>
<b>Application Period:</b> <b>From</b> <u>5/1/2025</u> <b>to</b> <u>6/5/2025</u>	

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

**Contractor's Certification**

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

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


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

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

<b>Contractor:</b> <u>MitRes Services</u>	
<b>Signature:</b> _____	<b>Date:</b> _____

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

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

**J&S Water Wells**

By:

  
(Signature)

Name:

MONTE D. RICHARDSON  
(Printed or Typed)

Title:

CEO/PRESIDENT  
(Printed or Typed)

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

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

**Skyco, LLC**

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



(Signature)

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

Skyler Schultz

(Printed or Typed)

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

Owner

(Printed or Typed)



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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

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

**Novus Electrical Systems, LLC**

By:



(Signature)

Name:

Ronald Holland

(Printed or Typed)

Title:

Owner

(Printed or Typed)

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

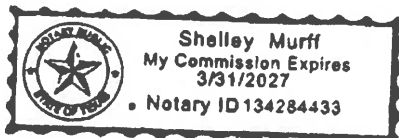
THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

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

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



*Shelley Murff*

**Whitaker Plumbing, Inc.**

By:

*[Signature]*

(Signature)

Name:

*Mark Dawson*

(Printed or Typed)

Title:

*Manager*

(Printed or Typed)


## NOTICE OF ACCEPTABILITY OF WORK

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

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

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

Engineer

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



## Potential Issues moving forward with the Granjeno Mitigation Site

Hello Mr. Saldivar,

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

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

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

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

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

Thanks,  
Clay V. Fischer



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

Blanton & Associates, now proudly part of ICF

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

+1.512.592.8591

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







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

**SEPTEMBER 8, 2022**

**OCTOBER 3, 2022**

**DECEMBER 9, 2022**

**DECEMBER 16, 2022**

**FEBRUARY 6, 2023**

**FEBRUARY 14, 2023**

**FEBRUARY 28, 2023**

**MARCH 13, 2023**

**MARCH 14, 2023**

**MARCH 28, 2023**

**OCTOBER 28, 2023**

**MARCH 26, 2024**

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



SICE INC. - CONSTRUCTION PHASE

Contract Amount \$8,874,094.17

Invoice Number	Date	365 Toll Collection System Installation Integration	Billing Amount	Retainage	Invoice Amount	Percentage %
365TCS- INV-0001	8/1/2023	Contract Signature & Performance Bond, Monthly Mgmt. Fee, and Delivery of	\$ 734,715.04	\$ (73,471.50)	\$ 661,243.54	7.45%
365TCS- INV-0002	9/1/2023	Milestone Draw Request	\$ 197,153.58	\$ (19,715.36)	\$ 177,438.22	2.00%
365TCS-INV-0003	10/1/2023	Milestone Draw Request	\$ 223,885.56	\$ (22,388.56)	\$ 201,497.00	2.27%
365TCS-INV-0004	11/1/2023	Milestone Draw Request	\$ 157,550.80	\$ (15,755.08)	\$ 141,795.72	1.60%
365TCS-INV-0005	12/1/2023	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0006	1/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0007	2/1/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0008	3/1/2024	Milestone Draw Request	\$ 84,285.22	\$ (8,428.52)	\$ 75,856.70	0.85%
365TCS-INV-0009	4/1/2024	Milestone Draw Request	\$ 209,935.38	\$ (20,993.54)	\$ 188,941.84	2.13%
365TCS-INV-0010	5/1/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0011	5/31/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0012	7/11/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0013	7/18/2024	Milestone Draw Request	\$ 70,424.50	\$ (7,042.45)	\$ 63,382.05	0.71%
365TCS-INV-0014	8/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0015	9/20/2024	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0016	10/22/2024	Milestone Draw Request	\$ 53,593.10	\$ (5,359.31)	\$ 48,233.79	0.54%
365TCS-INV-0017	11/18/2024	Milestone Draw Request	\$ 66,464.36	\$ (6,646.44)	\$ 59,817.92	0.67%
365TCS-INV-0018	1/1/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0019	1/20/2025	Milestone Draw Request	\$ 38,742.00	\$ (3,874.20)	\$ 34,867.80	0.39%
365TCS-INV-0020	3/1/2025	Milestone Draw Request	\$ 58,543.62	\$ (5,854.36)	\$ 52,689.26	0.59%
365TCS-INV-0021	4/1/2025	Milestone Draw Request	\$ 121,908.16	\$ (12,190.82)	\$ 109,717.34	1.24%
365TCS-INV-0022	5/1/2025	Milestone Draw Request	\$ 484,299.12	\$ (15,891.91)	\$ 468,407.21	5.28%
365TCS-INV-0023	6/1/2025	Milestone Draw Request	\$ 1,031,888.71	\$ (98,175.96)	\$ 933,712.75	10.52%
Totals			\$ 3,911,769.35	\$ (353,626.03)	\$ 3,558,143.32	40.10%

SICE INC. - MAINT. PHASE

Contract Amount \$5,751,746.00

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

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

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

Maintenance Phase		
Schedule D	Maintenance	\$ -
		\$ -

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

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

Construction Phase		
Amount Billed	\$	3,911,769.35
Less Retainage	\$	(353,626.03)
Amount Paid	\$	3,558,143.32
Total Contract Amt: Const. Phase		\$8,874,094.17
Remaining Bal Const. Phase		\$5,315,950.85

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

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

## Toll Integration Project





# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## PLANS OF PROPOSED ROADWAY IMPROVEMENT

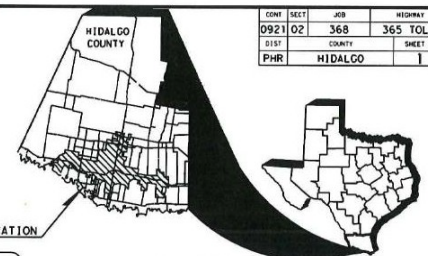
FEDERAL AID PROJECT NO. DMO 2013 (420)

**365 TOLL**

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

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

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



PROJECT LOCATION

**FINAL PLAN DATA:**

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

SCALE: 1"=2 MI.

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



LEGEND

--- CITY LIMITS

○ INCIDENTAL CONSTRUCTION

ROADWAY OF INCIDENTAL CONSTRUCTION	BEGIN INCIDENTAL CONSTRUCTION	END INCIDENTAL CONSTRUCTION
1 365 TOLL EB FRYG RD	STA 20639+85.55	STA 20650+06.81
2 GSA CONNECTOR	STA 105+59	STA 120+62
3 FM 494 (SHARY RD)	STA 139+25	STA 153+43
4 SP 115 (23rd ST)	STA 226+30	STA 236+22.93
5 MCCOLL ROAD	STA 29+50	STA 51+50
6 FM 2061 (JACKSON RD)	STA 12+00	STA 22+72
7 US 281 (CAGE RD)	STA 12+00	STA 21+32
8 FM 3072 (DICKER RD)	STA 12+60	STA 29+86
9 ANAYA RD	STA 17+80	STA 27+40
10 HI-LINE ROAD	STA 27+40	STA 17+80
11 US 281 (MILITARY RD)	STA 10100+00	STA 10227+00
12 BSIF CONNECTOR	STA 1302+18	STA 1358+00

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

**PROJECT DATA**

<b>DESIGN SPEED:</b>	<b>RAILROAD CROSSINGS:</b> NONE
MAINLANES	- 70 MPH
FRONTAGE ROADS	- 50 MPH
RAMPS	- 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 281 (CAGE RD)	- 55 MPH
FM 3072 (DICKER RD)	- 55 MPH
ANAYA ROAD	- 30 MPH
HI-LINE	- 45 MPH
<b>EQUATIONS:</b>	STA 1080+25.77 BK
	STA 1080+00.00 AH
<b>EXCEPTIONS:</b>	NONE
<b>FUNCTION CLASS:</b>	PRINCIPAL ARTERIAL (FREEWAY)
<b>BRIDGE:</b>	TOTAL = 23 BRIDGES
	(SEE INDEX SHEET FOR DETAILS)
<b>TOLL INSPECTION SHALL NOT BE REQUIRED</b>	

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TOLR No. EABPRJ

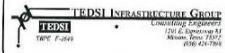
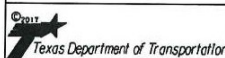
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 2012).

365 TOLL

**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:
HIDALGO NO. 2 IRRIGATION DISTRICT CONCURRENCE:	DATE:
NAME:	TITLE:
HIDALGO NO. 19 IRRIGATION DISTRICT CONCURRENCE:	DATE:
NAME:	TITLE:
H.C.W.C. & I.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:	
TEDS INFRASTRUCTURE GROUP, PROJECT MANAGER	





# EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# PROJECT PRODUCTION

## ❑ CAPTURING VECP PACKETS

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

## ❑ FORMAL SUBMITTALS, REVIEW OF DOCUMENTS

- RFIs 243
- SUBMITTALS 241

## ❑ TESTING [Soils/Concrete]

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

## ❑ ENVIRONMENTAL JUSTICES [SW3Ps] Archeological Sites

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

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

## ❑ LEVEE Work: Ware / Jackson / US281

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

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

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



## AEP Transmission

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



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



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



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

From Alex H Perkins <ahperkins@aep.com>

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

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

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

Ramon,

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

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

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

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

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

Thanks,

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



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





San Juan Main Canal Bridge STA 956+00





# Jackson Bridge STA 1015+00





US281(CAGE) Bridge STA 1086+50









Dicker Road Bridge [STA1192+50]









Business: HCRMA  
 Project Name: 365 TOLL PROJECT CSJ:0921-02-368 ALN#20.205  
 Project Description: GREENFIELD PROJECT, PRINCIPAL ARTERIAL, CONTROLLED ACCESS HIGHWAY, TOLL IMPROVEMENT, CSJ: 0921-02-368 ALN#:20.205  
 Prime Contractor: PULICE CONSTRUCTION, INC.  
 Notice to Proceed Date: 2/15/2022  
 Construction Start Date: 3/17/2022  
 Awarded Project Amount: \$ 295,932,420.25  
 Net Change by Change Orders: \$ (29,362,401.47)  
 Authorized Project Amount: \$ 266,570,018.78  
 % Complete Paid Awarded Amount: 58.384  
 % Complete Paid Authorized Amount: 64.815

**Payment History:**

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

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

## General Information

### Project

Work Type  
Heavy Highway

### Location



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

Coordinates  
26.14052384945899, -98.24062242016183

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

Esri Integration  
On

### Management

Prime Contractor  
POLICE CONSTRUCTION, INC.

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

Managing Office  
HCRMA Construction Department

Created By  
Sergio Mandujano

Awarded Amount  
\$295,932,420.25

Authorized Amount  
\$266,570,018.78

Approved Changes  
-\$29,362,401.47

### Description

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

### Amount Paid

Amount paid so far  
\$174,723,976.33

59%

of your  
Awarded  
\$295,932,420.25

66%

of your  
Authorized  
\$266,570,018.78

100%

of your  
Approved Payments  
\$174,723,976.33

### Important Dates

Date Created  
Apr 22, 2022

Notice to Proceed  
Feb 15, 2022

Construction Start  
Mar 17, 2022

Work Completion  
Sep 22, 2025

### Progress

Time Complete: 1190 Days

Time Remaining: 74 Days

94%

Amount Posted: \$154,428,573.97

Awarded Amount: \$295,932,420.25

52%

Amount Posted: \$154,428,573.97

Authorized Amount: \$266,570,018.78

58%

Total Retainage  
\$0.00

Retainage Released  
\$0.00

Liquidated Damages  
\$0.00





