

# CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 8

1. CONTRACTOR: REIM Construction, Inc.

2. Change Order Work Limits: Sta. Project to Sta. Project

3. Type of Change (on federal-aid non-exempt projects): Major (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Add a new item that provides financial assist for the COVID19 impacts. Reim requested financial assist to address escalating HMAC costs. The impacts were so significant that both Pct#3/TxDOT agreed to provide conditional assist as provided for within the AFA. CO #8 breaks down the financial assistance within TxDOT's authority and the federally obligated amount. CO #8 is a lump sum adjustment for the asphalt used on Mile 3, w/o markups.

CCSJ: 0921-02-321  
 Project: STP 2021(256) MM  
 Highway: Mile 3 N  
 County: Hidalgo  
 District: 21-Pharr  
 Contract Number: C-20-294-02-23

5. New or revised plan sheet(s) are attached and numbered: NA

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p> <p>THE CONTRACTOR <span style="float: right;">Date <u>2/28/24</u></span></p> <p>By <u><i>Miguel A. Ramos</i></u></p> <p>Typed/Printed Name <u>Miguel A. Ramos</u></p> <p>Typed/Printed Title <u>President</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>NA</u> Days added on this C.O.: <u>NA</u></p> <p>Amt. added by this change order: <u>\$435,128.64</u></p> <p>For TxDOT use only:</p> <p>Days participating: <u>NA</u></p> <p>Amount participating: <u>NA</u></p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>
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**RECOMMENDED FOR EXECUTION:**

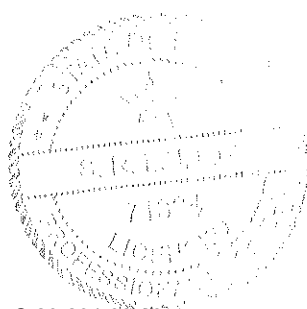
*[Signature]* 2/29/24  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_

*[Signature]* 8-19-24  
 Name/Title Chief Administrator Date \_\_\_\_\_

\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Engineer's Seal:



\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED  REQUEST APPROVAL

\_\_\_\_\_  
 Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
 APPROVED

**APPROVED BY COMMISSIONERS' COURT ON SEPTEMBER 17, 2024.**

**Agenda Item No. 96644**

**Executive Office: \_\_\_\_\_**

**CONTRACTOR:**  
REIM Construction

**COUNTY:**  
COUNTY OF HIDALGO

\_\_\_\_\_  
Miguel A. Ramos, President

\_\_\_\_\_  
Hon. Richard F. Cortez, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
B2Z ENGINEERING, LLC

\_\_\_\_\_  
Saul R. Muñoz, Director of CEI Department

## Change Order #8 Mile 3 N Road

To: REIM Construction, Inc.  
9612 Stewart Rd.  
Mission, Texas 78573

From: Hidalgo County Precinct #3  
and: BZZ Engineering, LLC

Project: Mile 3 N Road  
Project #: STP 2021 (256) MM  
Contract: C-20-294-02-23  
CSJ: 0921-02-321  
Limits: Tom Gill Road to FM 492 (Goodwin Road)

Change Order #8 adds funds to the original Mile 3 contract to assist REIM Construction with the escalating material prices that occurred during the COVID-19 pandemic. The escalating price occurred outside of the Contractors' control and created a nationwide impact to all ongoing projects and contractors across the Country. REIM patiently continued with construction until the end of 2023 before submitting a CO request for monetary assistance.

Change Order #8 - in the amount of \$435,128.64 has been reviewed by Hidalgo County Precinct 3 to approve the following contract changes with the asphaltic contracted items only.

### Description:

### Price Escalations

The Mile 3 Project received a notice to proceed on March 2021, right in the middle of the COVID-19 pandemic. The impacts were so severe that REIM felt pricing volatility with many of the construction materials. REIM experienced the initial impact with the limited availability of materials, followed by pricing increases and then the extended lead times for ordering precast fabricated items, like concrete pipe or steel poles. REIM originally communicated their concerns with both the concrete and asphalt impacts but reduced the concern strictly to the asphalt item only, by the end of the project.

REIM submitted the first letter to Precinct #3 on April 27, 2022, communicating their contract losses, and originally requesting \$718,707.35 in pricing assistance. TxDOT in turn told Precinct #3 that the assistance was available within the authority of the Advanced Funding Agreement (AFA). See the attached TxDOT letter. The County continued negotiating with REIM over the next two years in search of lower prices. As the construction continued, REIM explored lower asphalt prices from different vendors with little luck and REIM continued paying with CAPA. The concrete impacts were minimal, and the items removed from the pricing negotiations. REIM lowered the initial impact down to \$499,683.61 for five asphalt items only; the asphalt pavement, cut & restore pavement, constructing detours, driveways, and turnouts.

REIM paved Phase I, paved Phase II and was 70% complete with Phase III before submitting the third adjustment for all the asphalt impacts. REIM paved 17,368 out of 24,535 tons of asphalt pavement, and completed all the detours, turnouts, driveways, and cut and restore sections using the original prices. REIM resubmitted a revised schedule of values to project an even lower impact on Mile 3, \$487,330.32. REIM schedule of value (attached) broke down each item for direct payment by the ton for item 341(asphaltic pavement), or an indirect payment by the square yard (SY) for item 400(cut & restore), item 508(detours), item 530(turnouts & driveways). The spreadsheet summarized the invoiced pricing and the projected material costs at the same invoiced prices. It shows what was produced, and the remaining 30% asphalt required to complete the project, to determine a total change order, and project increase. REIM provided invoices and documentation as backup for the spreadsheet.

Due to these ongoing issues that are outside of the County and REIM's control, TxDOT provided the following eight points to address material escalation requested by the Contractor, and to keep the project moving.

1. Material On Hand (MOH) – Approved submittals and assisted with MOH ASAP.
2. Quantity Increases – Did not increase quantities for asphalt items.
3. Price Increases Due to TxDOT Delay – No price increases, delays were adjusted with time.
4. Substitutions – Substitution of Items were involved. Cost Savings
5. Item Deletions – Items of Work were removed. Valued Engineering - Cost Savings
6. Delayed Starts – No, REIM waited until completion looking for reduced pricing.
7. Avoid sole sourcing – Searched two other asphalt producers looking for lower asphalt prices.
8. Time Considerations – Granted 97 days for extra work: rock excavation, storm sewer conflicts and utility conflicts.

Hidalgo County is fully aware of Change Order #8 and agrees to modify the current schedule of values to reflect the following changes.

1. Add a one line-item adjustment for the asphalt price increase due to the COVID19 impacts.

The original plans were prepared by Consultant L&G Engineering, and the change order modifications were prepared by B2Z Engineering. Change order #8 has been signed by both the Contractor and Hidalgo County and is ready for execution. The Mile 3 project is currently under construction and the contractor is awaiting TxDOT concurrence to incorporate the changes into the contract for payment.

These changes do not require additional ROW. The changes do not impact the original environmental assessment, do not impact TDLR elements, do not impact wetlands, and do not impact waters of the US, archeological, historical, or social issues, endangered species, or any other regulated areas within the project. This change order does not cause a disturbance that would require modification to the Construction Site Notice (CSN) or Notice of Intent (NOI).

B2Z reviewed Change Order #8 with Hidalgo County Precinct 3, to explain the breakdown of the items, the dollar value changes and time changes according to the governing plans and specifications. Attached, see TxDOT Change Order Form 2146-L used to describe bid item changes and cost changes.

Modified Sheet No. included: **NR**.

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIME:</b>
Original Contract Price <u>\$14,028,648.44</u>	Original Contract Time <u>480 Working Days</u>
Previous Change Orders <u>-\$74,163.08</u>	Previous Change Orders 187 Working Days

Contract Price prior to this Change Order <u>13,954,485.36</u>	Contract Time prior to this Change Order <u>667 Working Days</u>
Net <b>increase/decrease</b> of the Change Order <u>\$435,128.64</u>	Net <b>increase/decrease</b> of the Change Order <u>0 Working Days</u>
Contract Price with all approved Change Orders <u>\$14,441,815.68</u>	Contract Time with all approved Change Orders <u>667 Working Days</u>





**Summary of Change Orders**

**Mile 3 North Road Project**

Engineers Estimate		\$14,389,614.00
Contract Amount	\$	14,028,648.44
Adjusted Amount	\$	13,518,979.46
Adjusted Amount	\$	13,490,068.21
Adjusted Amount	\$	13,726,703.21
Adjusted Amount	\$	13,794,070.36
Adjusted Amount	\$	13,894,685.36
Adjusted Amount	\$	13,931,485.36
Adjusted Amount	\$	13,954,485.36
Adjusted Amount	\$	14,441,815.68

Letting		
CO #1		{380,965.56} AFA
CO #2		{509,668.98}
CO #3		{28,911.25}
CO #4		236,635.00
CO #5		67,367.15
CO #6		100,615.00
CO #7		36,800.00
CO #8		23,000.00
		487,330.32

**ORIGINAL AMOUNTS**

Description	Amount	Days	Days	EOR or BZZ	Months	County Appr	Contractor Appr	Final	TxDOT Concurrence	AP	Judge's Signature
Remove Seal Coat and Sand Bklt Items	\$ 14,028,648.44	480	567	BZZ	0	4/16/2021	4/21/2021	5/18/2021	6/19/2021	AP	
Storm Sewer/Inlet/MH Errors	\$ 13,954,485.36	0	0	BZZ	0	6/29/2021	6/29/2021	10/10/2021	9/3/2021	AP	
Rock Excavation	\$ 236,635.00	70	0	BZZ	0	4/19/2022	4/30/2022	6/23/2022	6/23/2022	AP	
Conflict MH, 42" Bypass, 15" PVC, C43-46	\$ 67,367.15	12	0	BZZ	0	6/28/2022	6/28/2022	8/2/2022	10/3/2022	AP	
lime aa	\$ 100,615.00	15	0	BZZ	0	8/3/2022	8/4/2022	8/2/2022	10/5/2022	AP	
Barricades(8 Mo)(Weather Days)	\$ 36,800.00	0	8	BZZ	8	4/14/2023	4/14/2023	6/15/2023	5/31/2023	AP	
Utility Delays (90 Days & 5 Mo Bart)	\$ 23,000.00	90	5	BZZ	5	10/12/2023	10/10/2023		10/16/2023	AP	
Mat'l Escalations & COVID19	\$ 487,330.32	0	0	BZZ	0						AP-Approved

Change Order Funds	\$	CO's: Available Days
413,167.24	\$	13
AFA Available Funds	\$	{360,965.56} 0 AFA
Balance CO vs AFA vs Available Funds	\$	52,201.68
Total \$\$, Days & Months		13

CO #8	\$	487,330.32
Additional cost to P3	\$	{52,201.68}
County Available Funds	\$	435,128.64

**CO #8, Can Only Pay This Amount**

AX- Approved w/ except. as noted  
 RC- Returned for corrections  
 Rej- Rejected



COMMISSIONER  
Everardo "Ever" Villarreal

November 2, 2022

Texas Department of Transportation  
Attn: Mr. Pedro Alvarez  
TxDOT Pharr District Engineer  
600 W. I-2  
Pharr, TX 78577

RE: Mile 3 N Road  
Project No.: STP 2021 (256) MM  
CSJ: 0921-02-321  
Limits: Tom Gill Road to FM 492 (Goodwin Road)

Subject: Price Escalation

Mr. Alvarez,

We are in receipt of REIM Construction's (Contractor) letter notifying us of a claim for utility delays, material price increases, and the increased cost of the Mile 3 N Road Project. Hidalgo County Precinct 3 recognizes the importance of this matter and asks the Texas Department of Transportation (TxDOT) for assistance, in managing a request for financial assistance due to material price escalations. Since our project is federally funded, we request your assistance before responding to the Contractor.

The Mile 3 N Project construction started on April 19, 2021, with several utilities' requiring adjustments throughout the project. To date, most of the utilities have been adjusted. However, a few still require construction phasing to occur before they can be relocated. Since the Contractor agreed to start the road construction while working around the utilities we agreed to assist with lost time on the project.

As you may be aware, material pricing has escalated, and contractors are struggling. The Market has seen tremendous volatility with material pricing. The lack of material availability has resulted in a longer lead time for orders and increased costs due to today's high demand. Unfortunately, at our level, the material pricing issue is outside of our control, and we request your assistance.

The Contractor's material burden is a significant amount. We have attached a spreadsheet for your review. Since we must adhere to the State of Texas guidelines for reimbursement requests, we ask for your assistance. As soon as we receive direction, we will share that information with our contractor, REIM Construction.

Your assistance is greatly appreciated.

Sincerely,  
Commissioner Everardo "Ever" Villarreal



# Reim Construction, Inc.

## General Contractors

9612 Stewart Rd  
Mission, TX 78573  
Main: (956) 580-2675  
Fax: (956) 580-4032

April 27, 2022

Hidalgo County  
Precinct 3  
Commissioner Villarreal

Re: Hidalgo County Pct. #3 Mile 3 N. Project.

This letter is to inform you that we have been experiencing significant delays due to several utility conflicts along the project limits and right-of-way. In February 2021 we received a letter with completion dates when all utilities will be taken care of since they were in direct conflict with our scope of work (letter attached). Some of them would have to be adjusted during construction (gas and water lines), but others (power poles, fiber optic, telephone lines) had a completion date prior to REIM commencing work on Mile 3 Rd (Notice to proceed 4/19/21). REIM has been modifying our original schedule several times to work on areas where no utilities are in conflict, but these conflicts have pushed back our scope of work over 5 months. REIM has been working hard with B2Z Engineering to resolve all delays as quickly as possible but unfortunately as of today there still some areas that have not been resolved. B2Z Engineering has been coordinating meetings with the corresponding utility contractors on the project to accelerate the relocation/elimination of their utilities.

REIM has approached the construction of the project in a consistent manner delivering a high-quality work, safe, cost-effective, and in a timely manner. Due to these delays the inflation in the economy over the past few months has impacted REIM drastically and led us to have problems with the increase in prices of materials for the Mile 3 Rd. project (CSJ: 0921-02-321). Fortunately, since commencing work on the project we were able to pay materials on hand such as reinforced concrete pipe, sidewalk wire mesh, inlets/manholes, but with other materials such as ready-mix concrete, asphalt, and MC-30 we are not able since these are products that are perishable. Oil prices are the ones that are most affected as of to date (Paving, MC-30, Hauling). This is putting us in a very uncompromising financial situation because our original supplier's asphalt price increased \$25.00 dollars per ton from \$57.00 (original price) to \$82.00 (new price) which shows a 43.86% increase. This is a very considerable increase and we decided to look for alternative supplier options with Terra Firma and Synolo Materials (quotes attached) additionally, the price of MC-30 increased \$0.99 per gallon, these prices are coming from Valero.

We hope you understand the importance of these matters and request your assistance in helping us. The extra material cost is \$718,707.35 and this would really create a heavy burden on REIM.

Attached you may find the updated table reflecting increases on materials specified above.

Sincerely,

Miguel A. Ramos  
President



REIM CONSTRUCTION, INC.

Line	Item	Quantity	Unit	Start Date	End Date	Rate	Total
1	CONCRETE (CY)	2.00	cu yd	Wed 1/2/02	Wed 1/2/02		
2	REINFORCING (LBS)	50.00	lbs	Wed 1/2/02	Wed 1/2/02		
3	FORMWORK (SQ FT)	100.00	sq ft	Wed 1/2/02	Wed 1/2/02		
4	ADDITIONAL LABOR (HR)	10.00	hr	Wed 1/2/02	Wed 1/2/02		
5	CONCRETE (CY)	1.00	cu yd	Thu 1/3/02	Thu 1/3/02		
6	REINFORCING (LBS)	20.00	lbs	Thu 1/3/02	Thu 1/3/02		
7	FORMWORK (SQ FT)	50.00	sq ft	Thu 1/3/02	Thu 1/3/02		
8	ADDITIONAL LABOR (HR)	5.00	hr	Thu 1/3/02	Thu 1/3/02		
9	CONCRETE (CY)	1.00	cu yd	Fri 1/4/02	Fri 1/4/02		
10	REINFORCING (LBS)	20.00	lbs	Fri 1/4/02	Fri 1/4/02		
11	FORMWORK (SQ FT)	50.00	sq ft	Fri 1/4/02	Fri 1/4/02		
12	ADDITIONAL LABOR (HR)	5.00	hr	Fri 1/4/02	Fri 1/4/02		
13	CONCRETE (CY)	1.00	cu yd	Sat 1/5/02	Sat 1/5/02		
14	REINFORCING (LBS)	20.00	lbs	Sat 1/5/02	Sat 1/5/02		
15	FORMWORK (SQ FT)	50.00	sq ft	Sat 1/5/02	Sat 1/5/02		
16	ADDITIONAL LABOR (HR)	5.00	hr	Sat 1/5/02	Sat 1/5/02		
17	CONCRETE (CY)	1.00	cu yd	Sun 1/6/02	Sun 1/6/02		
18	REINFORCING (LBS)	20.00	lbs	Sun 1/6/02	Sun 1/6/02		
19	FORMWORK (SQ FT)	50.00	sq ft	Sun 1/6/02	Sun 1/6/02		
20	ADDITIONAL LABOR (HR)	5.00	hr	Sun 1/6/02	Sun 1/6/02		
21	CONCRETE (CY)	1.00	cu yd	Mon 1/7/02	Mon 1/7/02		
22	REINFORCING (LBS)	20.00	lbs	Mon 1/7/02	Mon 1/7/02		
23	FORMWORK (SQ FT)	50.00	sq ft	Mon 1/7/02	Mon 1/7/02		
24	ADDITIONAL LABOR (HR)	5.00	hr	Mon 1/7/02	Mon 1/7/02		
25	CONCRETE (CY)	1.00	cu yd	Tue 1/8/02	Tue 1/8/02		
26	REINFORCING (LBS)	20.00	lbs	Tue 1/8/02	Tue 1/8/02		
27	FORMWORK (SQ FT)	50.00	sq ft	Tue 1/8/02	Tue 1/8/02		
28	ADDITIONAL LABOR (HR)	5.00	hr	Tue 1/8/02	Tue 1/8/02		
29	CONCRETE (CY)	1.00	cu yd	Wed 1/9/02	Wed 1/9/02		
30	REINFORCING (LBS)	20.00	lbs	Wed 1/9/02	Wed 1/9/02		
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32	ADDITIONAL LABOR (HR)	5.00	hr	Wed 1/9/02	Wed 1/9/02		
33	CONCRETE (CY)	1.00	cu yd	Thu 1/10/02	Thu 1/10/02		
34	REINFORCING (LBS)	20.00	lbs	Thu 1/10/02	Thu 1/10/02		
35	FORMWORK (SQ FT)	50.00	sq ft	Thu 1/10/02	Thu 1/10/02		
36	ADDITIONAL LABOR (HR)	5.00	hr	Thu 1/10/02	Thu 1/10/02		
37	CONCRETE (CY)	1.00	cu yd	Fri 1/11/02	Fri 1/11/02		
38	REINFORCING (LBS)	20.00	lbs	Fri 1/11/02	Fri 1/11/02		
39	FORMWORK (SQ FT)	50.00	sq ft	Fri 1/11/02	Fri 1/11/02		
40	ADDITIONAL LABOR (HR)	5.00	hr	Fri 1/11/02	Fri 1/11/02		
41	CONCRETE (CY)	1.00	cu yd	Sat 1/12/02	Sat 1/12/02		
42	REINFORCING (LBS)	20.00	lbs	Sat 1/12/02	Sat 1/12/02		
43	FORMWORK (SQ FT)	50.00	sq ft	Sat 1/12/02	Sat 1/12/02		
44	ADDITIONAL LABOR (HR)	5.00	hr	Sat 1/12/02	Sat 1/12/02		
45	CONCRETE (CY)	1.00	cu yd	Sun 1/13/02	Sun 1/13/02		
46	REINFORCING (LBS)	20.00	lbs	Sun 1/13/02	Sun 1/13/02		
47	FORMWORK (SQ FT)	50.00	sq ft	Sun 1/13/02	Sun 1/13/02		
48	ADDITIONAL LABOR (HR)	5.00	hr	Sun 1/13/02	Sun 1/13/02		
49	CONCRETE (CY)	1.00	cu yd	Mon 1/14/02	Mon 1/14/02		
50	REINFORCING (LBS)	20.00	lbs	Mon 1/14/02	Mon 1/14/02		
51	FORMWORK (SQ FT)	50.00	sq ft	Mon 1/14/02	Mon 1/14/02		
52	ADDITIONAL LABOR (HR)	5.00	hr	Mon 1/14/02	Mon 1/14/02		
53	CONCRETE (CY)	1.00	cu yd	Tue 1/15/02	Tue 1/15/02		
54	REINFORCING (LBS)	20.00	lbs	Tue 1/15/02	Tue 1/15/02		
55	FORMWORK (SQ FT)	50.00	sq ft	Tue 1/15/02	Tue 1/15/02		
56	ADDITIONAL LABOR (HR)	5.00	hr	Tue 1/15/02	Tue 1/15/02		
57	CONCRETE (CY)	1.00	cu yd	Wed 1/16/02	Wed 1/16/02		
58	REINFORCING (LBS)	20.00	lbs	Wed 1/16/02	Wed 1/16/02		
59	FORMWORK (SQ FT)	50.00	sq ft	Wed 1/16/02	Wed 1/16/02		
60	ADDITIONAL LABOR (HR)	5.00	hr	Wed 1/16/02	Wed 1/16/02		
61	CONCRETE (CY)	1.00	cu yd	Thu 1/17/02	Thu 1/17/02		
62	REINFORCING (LBS)	20.00	lbs	Thu 1/17/02	Thu 1/17/02		
63	FORMWORK (SQ FT)	50.00	sq ft	Thu 1/17/02	Thu 1/17/02		
64	ADDITIONAL LABOR (HR)	5.00	hr	Thu 1/17/02	Thu 1/17/02		
65	CONCRETE (CY)	1.00	cu yd	Fri 1/18/02	Fri 1/18/02		
66	REINFORCING (LBS)	20.00	lbs	Fri 1/18/02	Fri 1/18/02		
67	FORMWORK (SQ FT)	50.00	sq ft	Fri 1/18/02	Fri 1/18/02		
68	ADDITIONAL LABOR (HR)	5.00	hr	Fri 1/18/02	Fri 1/18/02		
69	CONCRETE (CY)	1.00	cu yd	Sat 1/19/02	Sat 1/19/02		
70	REINFORCING (LBS)	20.00	lbs	Sat 1/19/02	Sat 1/19/02		
71	FORMWORK (SQ FT)	50.00	sq ft	Sat 1/19/02	Sat 1/19/02		
72	ADDITIONAL LABOR (HR)	5.00	hr	Sat 1/19/02	Sat 1/19/02		
73	CONCRETE (CY)	1.00	cu yd	Sun 1/20/02	Sun 1/20/02		
74	REINFORCING (LBS)	20.00	lbs	Sun 1/20/02	Sun 1/20/02		
75	FORMWORK (SQ FT)	50.00	sq ft	Sun 1/20/02	Sun 1/20/02		
76	ADDITIONAL LABOR (HR)	5.00	hr	Sun 1/20/02	Sun 1/20/02		
77	CONCRETE (CY)	1.00	cu yd	Mon 1/21/02	Mon 1/21/02		
78	REINFORCING (LBS)	20.00	lbs	Mon 1/21/02	Mon 1/21/02		
79	FORMWORK (SQ FT)	50.00	sq ft	Mon 1/21/02	Mon 1/21/02		
80	ADDITIONAL LABOR (HR)	5.00	hr	Mon 1/21/02	Mon 1/21/02		
81	CONCRETE (CY)	1.00	cu yd	Tue 1/22/02	Tue 1/22/02		
82	REINFORCING (LBS)	20.00	lbs	Tue 1/22/02	Tue 1/22/02		
83	FORMWORK (SQ FT)	50.00	sq ft	Tue 1/22/02	Tue 1/22/02		
84	ADDITIONAL LABOR (HR)	5.00	hr	Tue 1/22/02	Tue 1/22/02		
85	CONCRETE (CY)	1.00	cu yd	Wed 1/23/02	Wed 1/23/02		
86	REINFORCING (LBS)	20.00	lbs	Wed 1/23/02	Wed 1/23/02		
87	FORMWORK (SQ FT)	50.00	sq ft	Wed 1/23/02	Wed 1/23/02		
88	ADDITIONAL LABOR (HR)	5.00	hr	Wed 1/23/02	Wed 1/23/02		
89	CONCRETE (CY)	1.00	cu yd	Thu 1/24/02	Thu 1/24/02		
90	REINFORCING (LBS)	20.00	lbs	Thu 1/24/02	Thu 1/24/02		
91	FORMWORK (SQ FT)	50.00	sq ft	Thu 1/24/02	Thu 1/24/02		
92	ADDITIONAL LABOR (HR)	5.00	hr	Thu 1/24/02	Thu 1/24/02		
93	CONCRETE (CY)	1.00	cu yd	Fri 1/25/02	Fri 1/25/02		
94	REINFORCING (LBS)	20.00	lbs	Fri 1/25/02	Fri 1/25/02		
95	FORMWORK (SQ FT)	50.00	sq ft	Fri 1/25/02	Fri 1/25/02		
96	ADDITIONAL LABOR (HR)	5.00	hr	Fri 1/25/02	Fri 1/25/02		
97	CONCRETE (CY)	1.00	cu yd	Sat 1/26/02	Sat 1/26/02		
98	REINFORCING (LBS)	20.00	lbs	Sat 1/26/02	Sat 1/26/02		
99	FORMWORK (SQ FT)	50.00	sq ft	Sat 1/26/02	Sat 1/26/02		
100	ADDITIONAL LABOR (HR)	5.00	hr	Sat 1/26/02	Sat 1/26/02		
101	CONCRETE (CY)	1.00	cu yd	Sun 1/27/02	Sun 1/27/02		
102	REINFORCING (LBS)	20.00	lbs	Sun 1/27/02	Sun 1/27/02		
103	FORMWORK (SQ FT)	50.00	sq ft	Sun 1/27/02	Sun 1/27/02		
104	ADDITIONAL LABOR (HR)	5.00	hr	Sun 1/27/02	Sun 1/27/02		
105	CONCRETE (CY)	1.00	cu yd	Mon 1/28/02	Mon 1/28/02		
106	REINFORCING (LBS)	20.00	lbs	Mon 1/28/02	Mon 1/28/02		
107	FORMWORK (SQ FT)	50.00	sq ft	Mon 1/28/02	Mon 1/28/02		
108	ADDITIONAL LABOR (HR)	5.00	hr	Mon 1/28/02	Mon 1/28/02		
109	CONCRETE (CY)	1.00	cu yd	Tue 1/29/02	Tue 1/29/02		
110	REINFORCING (LBS)	20.00	lbs	Tue 1/29/02	Tue 1/29/02		
111	FORMWORK (SQ FT)	50.00	sq ft	Tue 1/29/02	Tue 1/29/02		
112	ADDITIONAL LABOR (HR)	5.00	hr	Tue 1/29/02	Tue 1/29/02		
113	CONCRETE (CY)	1.00	cu yd	Wed 1/30/02	Wed 1/30/02		
114	REINFORCING (LBS)	20.00	lbs	Wed 1/30/02	Wed 1/30/02		
115	FORMWORK (SQ FT)	50.00	sq ft	Wed 1/30/02	Wed 1/30/02		
116	ADDITIONAL LABOR (HR)	5.00	hr	Wed 1/30/02	Wed 1/30/02		
117	CONCRETE (CY)	1.00	cu yd	Thu 1/31/02	Thu 1/31/02		
118	REINFORCING (LBS)	20.00	lbs	Thu 1/31/02	Thu 1/31/02		
119	FORMWORK (SQ FT)	50.00	sq ft	Thu 1/31/02	Thu 1/31/02		
120	ADDITIONAL LABOR (HR)	5.00	hr	Thu 1/31/02	Thu 1/31/02		
121	CONCRETE (CY)	1.00	cu yd	Fri 2/1/02	Fri 2/1/02		
122	REINFORCING (LBS)	20.00	lbs	Fri 2/1/02	Fri 2/1/02		
123	FORMWORK (SQ FT)	50.00	sq ft	Fri 2/1/02	Fri 2/1/02		
124	ADDITIONAL LABOR (HR)	5.00	hr	Fri 2/1/02	Fri 2/1/02		
125	CONCRETE (CY)	1.00	cu yd	Sat 2/2/02	Sat 2/2/02		
126	REINFORCING (LBS)	20.00	lbs	Sat 2/2/02	Sat 2/2/02		
127	FORMWORK (SQ FT)	50.00	sq ft	Sat 2/2/02	Sat 2/2/02		
128	ADDITIONAL LABOR (HR)	5.00	hr	Sat 2/2/02	Sat 2/2/02		
129	CONCRETE (CY)	1.00	cu yd	Sun 2/3/02	Sun 2/3/02		
130	REINFORCING (LBS)	20.00	lbs	Sun 2/3/02	Sun 2/3/02		
131	FORMWORK (SQ FT)	50.00	sq ft	Sun 2/3/02	Sun 2/3/02		
132	ADDITIONAL LABOR (HR)	5.00	hr	Sun 2/3/02	Sun 2/3/02		
133	CONCRETE (CY)	1.00	cu yd	Mon 2/4/02	Mon 2/4/02		
134	REINFORCING (LBS)	20.00	lbs	Mon 2/4/02	Mon 2/4/02		
135	FORMWORK (SQ FT)	50.00	sq ft	Mon 2/4/02	Mon 2/4/02		
136	ADDITIONAL LABOR (HR)	5.00	hr	Mon 2/4/02	Mon 2/4/02		
137	CONCRETE (CY)	1.00	cu yd	Tue 2/5/02	Tue 2/5/02		
138	REINFORCING (LBS)	20.00	lbs	Tue 2/5/02	Tue 2/5/02		
139	FORMWORK (SQ FT)	50.00	sq ft	Tue 2/5/02	Tue 2/5/02		
140	ADDITIONAL LABOR (HR)	5.00	hr	Tue 2/5/02	Tue 2/5/02		
141	CONCRETE (CY)	1.00	cu yd	Wed 2/6/02	Wed 2/6/02		
142	REINFORCING (LBS)	20.00	lbs	Wed 2/6/02	Wed 2/6/02		
143	FORMWORK (SQ FT)	50.00	sq ft	Wed 2/6/02	Wed 2/6/02		
144	ADDITIONAL LABOR (HR)	5.00	hr	Wed 2/6/02	Wed 2/6/02		
145	CONCRETE (CY)	1.					

**CSJ:** 0921-02-321  
**PROJECT:**  
**HIGHWAY:** Mile 3 Road  
**COUNTY:** Hidalgo  
**LIMITS:** From: Tom Gill Rd.  
 To: FM 492 (Goodwin) (Ave.)

**UTILITY ADJUSTMENT CERTIFICATION**

THIS IS TO CERTIFY THAT ALL UTILITIES HAVE BEEN ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES COVERING THE ADJUSTMENT OF UTILITIES, EXCEPT THOSE UTILITY(IES) LISTED BELOW WHICH WILL BE ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES.

OWNER	UTILITY	COMPENSABLE YES/NO	STATION	STATUS	EST. COMP DATE	EFFECT ON CONSTRUCTION
AEP	Power line (O/I)	No	Throughout Project	Pending relocation/adjustment	Nov. 30, 2020	No
AT&T	Telephono line (U/G) Fiber optic (U/G)(O/I)	No	Throughout Project	Pending relocation/adjustment	Nov. 25, 2020	No
Enterprise Products	Gas Line (20")	Yes	(Crossing) 183+67	Conc. Protection Slab only	During Construction TCP	No
Enterprise Products	Gas Line (8")	No	(Crossing) 194+85 (Parallel) 195+60-213+35, Lt.	Will be abandoned/removed	During Construction TCP	No
Texas Gas Service	Gas line (4")	No	(Parallel) 299+82-10302+00, Rt.	Complete	July 25, 2020	No
VTX1	Fiber Optic (U/G)	No	(Parallel) 271+59-300+78, Rt.	Installed/ Pending Tie-Ins	Oct. 30, 2020	No
AGUA SUD	Water line (4"-12")	No	Throughout Project	Pending relocation/adjustment	April 19, 2021	No

ALL OF THE UTILITY COMPANIES HAVE BEEN CONTACTED AND IT HAS BEEN DETERMINED THAT THE ABOVE LISTED DATES ARE VALID. THE ADJUSTMENT OF UTILITIES IN ACCORDANCE WITH THE ABOVE DATES WILL NOT IMPEDE OR DELAY THE CONTRACTOR IN CONSTRUCTION OF THIS PROJECT.

  
 Joe Flores  
 Hidalgo County Pct. 3 Commissioner

Aug. 24, 2020  
 DATE

# REIM's 1st Estimate

Mile 3 North Road Reconstruction Project

ITEM	DESCRIPTION	QTY.	UNIT	Qty Paid to date	Qty Remaining	Original Price	Total Amount Due w/ Original Price	New Price	New Total Amount	INCREASE CAUSE
310 6009	PRIME COAT (MC-30)	37,861.00	GAL	37,861.00	37,861.00	\$ 4.15	\$ 157,123.15	\$ 5.14	\$ 194,605.54	OIL PRICE OIL FREIGHT
341 6038	D-GR HMA TY-D SAC-A PG64-22	24,535.00	TON	-	24,535.00	\$ 84.50	\$ 2,073,207.50	\$ 110.25	\$ 2,704,963.75	MATERIAL
400 6006	CUT & RESTORING PAV	463.00	SY	-	463.00	\$ 32.50	\$ 15,047.50	\$ 35.45	\$ 16,413.35	OIL PRICE OIL FREIGHT MATERIAL
508 6001	CONSTRUCTING DETOURS	24,349.00	SY	11,508.80	12,840.20	\$ 20.00	\$ 256,804.00	\$ 22.80	\$ 292,756.56	OIL PRICE OIL FREIGHT MATERIAL
530 6005	DRIVEWAYS (ACF)	2,629.00	SY	-	2,629.00	\$ 24.50	\$ 64,410.50	\$ 27.70	\$ 72,823.30	OIL PRICE OIL FREIGHT MATERIAL
530 6008	TURNOUTS (ACF)	1,487.00	SY	-	1,487.00	\$ 30.25	\$ 44,981.75	\$ 32.75	\$ 48,699.25	OIL PRICE OIL FREIGHT MATERIAL
							\$ 2,611,574.40		\$ 3,330,281.75	

ASPHALT/MC-30 INCREASE \$ 718,707.55

ORIGINAL

UPPER VALLEY MATERIALS, LLC dba CAPA  
hereby submits this quote for consideration on the aforementioned Project

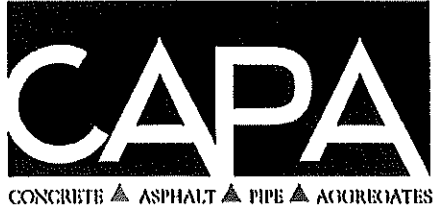
<b>CUSTOMER</b>			<b>Quote No.</b> U-38736	
REIM CONSTRUCTION, INC 304 W. ST. JUDE AVE ALTON, TX 78574 (956) 580-2675 - OFFICE (956) 580-4032 - FAX			EFFECTIVE DATE: 2/11/2021	
Attention: Purchasing			<b>PROJECT</b> Mile 3 North Project FM492 to Tom Gill Road Mission/Penitas, TX	
Engineer L&G Engineering				
Sales Rep CAPA				
Prepared By Larry Hinojosa				
			Bld Date & Time: 11/10/20 3PM	
			Owner: Hidalgo Co	
<b>EST QTY</b>	<b>U/M</b>	<b>ITEM</b>	<b>PRODUCT DESCRIPTION</b>	<b>UNIT PRICE</b>
24,636	TN	ASPHTYD N102	HOT MIX (HMAC) TYPE D PG64-22 W/LIME  Items & Estimated Quantities (Where Provide) are In-Place. No Wastage, Swell, Compaction, nor Shrinkage factors were applied and are based on our Interpretation of the Information provided and are not guaranteed for accuracy or completeness. The Buyer should carefully review Estimate for accuracy and Inform CAPA of any required changes. CAPA is not responsible for any errors/omissions contained within this Proposal.	57.00
		Note	Pricing is firm for the length of the project	

Per State Law, All Material subject to Sales Tax. State of Texas Form: 01-339 must be on file to exempt tax from this Sale.

ACCEPTED BY: Jacque A. Lamb DATE: 2/11/2021  
P.O. # \_\_\_\_\_ JOB # 2005

**TERMS AND CONDITIONS, UNLESS OTHERWISE SPECIFIED**

- 1) Sales are COD, or Net 10th of the following month with approved Credit. Additional Terms/Conditions apply
- 2) In order to provide a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies and we will promptly revise our quotation.
- 3) Prices are subject to change without notice.
- 4) We reserve the right to modify this quote and match prices provided by any competitor.
- 5) The pricing herein is offered based on servicing the complete project. We reserve the rights to adjust the quoted prices should our quote not be accepted in full.
- 6) If the customer is in delinquency and decides to purchase material somewhere else, the Customer will still be responsible for purchasing all pending materials left for delivery.
- 7) Quote is Valid for 30 days from issue date or bid date, whichever is greater.
- 8) Quote pricing is non-transferable to other project(s).



UPPER VALLEY MATERIALS, LLC dba CAPA  
3609 W Palma Vista Dr | Palmview, TX 78572  
Main (956) 432-0600 | Sales Fax (956) 583-2086  
Email: sales@capatexas.com | Web: www.capatexas.com

**UPPER VALLEY MATERIALS, LLC dba CAPA**  
 hereby submits this quote for consideration on the aforementioned Project

**Quote No. U-39046**

**CUSTOMER**

REIM CONSTRUCTION, INC  
 304 W. ST. JUDE AVE  
 ALTON, TX 78574  
 (956) 580-2675 - OFFICE  
 (956) 580-4032 - FAX

Attention: Miguel Ramos  
 Engineer L&G Engineering  
 Sales Rep Steve Boyd  
 Prepared By Lulu Torres

EFFECTIVE DATE: 3/14/2022

**PROJECT**

Mile 3 North Project  
 FM492 to Tom Gil Road  
 Mission/Peñitas, TX

Bld Date & Time:  
 Owner:

QTY	U/M	ITEM	PRODUCT DESCRIPTION	UNIT PRICE	EXTENDED
300	TN	ASPHTY...	HOT MIX (HMAC) TYPE D W/RIVER ROCK - F.O.B. PEÑITAS PLANT - W / 1% LIME	82.00	24,600.00
		Note	Due to Escalation on Asphalt Oil Pricing , We can no longer hold the Original Price on this Project. **** THE ABOVE PRICE IS SUBJECT TO CHANGE AT ANYTIME ****		0.00
		N102	Items & Estimated Quantities (Where Provide) are In-Place. No Wastage, Swell, Compaction, nor Shrinkage factors were applied and are based on our Interpretation of the Information provided and are not guaranteed for accuracy or completeness. The Buyer should carefully review Estimate for accuracy and Inform CAPA of any required changes. CAPA is not responsible for any errors/omissions contained within this Proposal.		0.00

Per State Law, All Material subject to Sales Tax, State of Texas Form: 01-339 must be on file to exempt tax from this Sale.

**ESTIMATED TOTAL: \$24,600.00**

QUOTE, TERMS & CONDITIONS  
 ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 P.O.#: \_\_\_\_\_ JOB # \_\_\_\_\_ TAX \_\_\_\_\_ NONTAXABLE \_\_\_\_\_

**TERMS AND CONDITIONS, UNLESS OTHERWISE SPECIFIED**

- 1) Sales are COD, or Net 10th of the following month with approved Credit. Additional Terms/Conditions apply
- 2) In order to provide a complete materials quotation, do not rely solely on the quantities and descriptions as provided on this quotation but compare our data to yours and notify us of any discrepancies and we will promptly revise our quotation.
- 3) Prices are subject to change without notice.
- 4) We reserve the right to modify this quote and match prices provided by any competitor.
- 5) The pricing herein is offered based on servicing the complete project. We reserve the rights to adjust the quoted prices should our quote not be accepted in full.
- 6) If the customer is in delinquency and decides to purchase material somewhere else, the Customer will still be responsible for purchasing all pending materials left for delivery.
- 7) Quote is Valid for 30 days from issue date or bid date, whichever is greater.
- 8) Quote pricing is non-transferable to other project(s).



DBA: UPPER VALLEY MATERIALS, LLC  
 3600 W Palma Vista Dr | Palmview, TX 78572  
 Main (956) 432-0600 | Sales Fax (956) 583-2086  
 Email: sales@capatexas.com | Web: www.capatexas.com

# Synolo Materials, LLC

Quote

3149A Center Pointe Drive  
Edinburg, TX 78541

Phone: 361-627-6188

Date	Quote #
04/20/2022	1090

**Quote for:**

Reim Construction, Inc.  
Miguel Ramos  
9812 Stewart Rd.  
Mission, TX 78573

P.O. Number

Project Name

All Pricing Is FOB

Retail Sales

Description	Quantity	U/M	Rate	Amount
HOT MIX D-GR HMA TY D SAC-A PG(64-22)	1.00	Ton	96.50	96.50

All accepted quotes must be signed within 30 days of job letting. Upon signature and agreement, the following terms and conditions apply:

Customer must sign a purchase order outlining required tonnage amount. Orders less than 400 tons will be assessed a start-up fee of \$800 and a \$10 per ton charge.

A Job Information sheet, as well as tax exempt certificate (if applicable), must be provided with signed purchase order.

Customer agrees to pay Synolo Materials, LLC for all materials invoiced COD, or with approved Credit within 30 days of invoice date and/or billing statement. Please note that payments via credit card are accepted with a 3% fee.

Failure to pay invoice(s) or billing statement will result in Synolo Materials, LLC commencing the notice requirements to perfect a claim for a mechanic's or materialman's lien, pursuant to the Texas Property Code and other applicable laws.

Authorized

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

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

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



**MATERIALS, L.L.C.**  
 9312 E. Curve Rd. Edinburg, TX 78542  
 956-380-2897

<b>Customer Information:</b>
<b>Reim Construction, LLC</b>  <u>miguels@reimconstruction.com</u> <b>956.537.1287</b> <b>9612 Stewart Rd, Mission, TX 78573</b>

<b>QUOTE# 512</b>	
<b>Effective Date:</b>	3/25/2022
<b>Project Information :</b>	
Mile 3 Project	
<b>Contract #</b>	
<b>Engineer:</b>	
<b>Owner:</b>	
<b>Sales Rep:</b>	

Terra Firma Materials, LLC. is to provide you with the following materials for the above reference quote. We are hereby submitting this Quote for your consideration

Description	Qty	Price Per Ton FOB	Quote Total:
D-GR TY D PG64-22 SAC-A	24,535	\$ 81.50	\$ 1,999,602.50
		<b>Quote Total:</b>	<b>\$ 1,999,602.50</b>

**\*\*PRICE VALID UNTILL 12/31/2022\*\***

La Havana Plt: 43530 W. Expressway 83, Havana TX 78560  
 Saenz Plt: 1310 N. El Faro Rd, Sullivan City, TX 78595

Email: [ocuellar@locompany.com](mailto:ocuellar@locompany.com)  
 cc: [accounting@terrafirmamaterials.com](mailto:accounting@terrafirmamaterials.com)  
 Prepared By: Reynaldo Nava

**NOTE: SCHEDULING OF PRODUCTS THAT APPEAR ON THIS QUOTE WILL NOT BEGIN UNTIL WE RECEIVE THE JOB INFORMATION SHEET AND THE SIGNED ACCEPTANCE PORTION OF THIS QUOTE AT OUR OFFICE BY FAX AT (956) 380-4085**

Payment options: we accept cashiers checks, bank checks, cash, and credit cards

ACCEPTED BY: _____	DATE: _____
P.O. #: _____	JOB#: _____
ANTICIPATED DELIVERY DATE: _____	DIRECTIONS: _____

TERMS AND CONDITIONS
1.) PAYMENTS ARE DUE UPON DELIVERY
2.) IN ORDER FOR US TO PROVIDE YOU WITH A COMPLETE MATERIALS QUOTATION, DO NOT RELY ON THE QUANTITIES AND DESCRIPTIONS AS PROVIDED ON THIS QUOTATION BUT COMPARE OUR DATA TO YOURS AND NOTIFY US OF ANY DISCREPANCIES. WE WILL PROMPTLY REVISE OUR QUOTATION TO INCLUDE THE PRODUCT THAT REQUIRE AND RETURN IN TO YOU
3.) THE PRICES QUOTED FOR THE REFERENCED PROJECT ARE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE ADVERTISED BID DATE. PRICES WILL BE SUBJECT TO CHANGE WITHOUT NOTICE.
4.) WE RESERVE THE RIGHT TO MODIFY THIS BID AND MATCH PRICING QUOTED BY ANY COMPETITOR.
5.) THE PRICING HEREIN IS OFFERED BASED ON SERVICING THE TOTAL PROJECT. WE RESERVE THE RIGHT TO ADJUST THE QUOTED PRICES SHOULD OUR BID NOT BE ACCEPTED FULL.
6.) IF THE CUSTOMER IS IN DELINQUENCY AND DECIDES TO PURCHASE MATERIAL SOMEWHERE ELSE, THE CUSTOMER WILL STILL BE RESPONSIBLE FOR PURCHASING ALL PENDING MATERIALS LEFT TO DELIVER.

**PRODUCT Invoice 3633668711 / 02/19/2021** REPEAT PRINTOUT Page 1 of 1

Order NO: 1238190714    Delivery NO: 2346084952    Customer NO: 131833    PO NO:

EPA RFQ #: 4006

**BILL TO:**  
 REIM CONSTRUCTION INC.  
 ATTN:ACCOUNTS PAYABLE  
 9612 STEWART ROAD  
 MISSION TX 78573 USA

**SHIP-TO:**  
 REIM CONSTRUCTION  
 CITY OF ROMA  
 ROMA TX 78504-5817 USA

Valero Capital Corporation will draft your account on the payment due date.  
 Due date information is shown at the bottom of the invoice.

CONSIGNEE: 279724  
 CARRIER: 2514628 BORDERLINE TRANSPORTS LLC  
 TRUCK/RAILCAR: 34  
 BOL: 55319  
 BOL DATE/TIME: 02/18/2021 10:31:00  
 PLANT: B462 VMSO ASP - Corpus Christi, TX  
 TERMS OF DELIV: FOA Plant

NOTE:

PRICING ELEMENT	PRICE	QTY	UOM	DEFERRED TAX	BILLED
MC30 ASPHALT RACK SALES					
BASE PRODUCT PRICE	720.000000	18.700	STO		13,464.00
MC30 Asphalt Rack Sales					
<b>TERMS: EFT 2% 10 DAYS AFTER INV DATE</b>					
			Up to 02/28/2021 without deduction, pay		13,464.00
			Product Discount		289.28-
			Up to 02/28/2021 with an 2.000 % discount, pay		13,194.72

Draft will occur on the due date or closest business day (i.e. Due SAT>draft FRI; due SUN>draft MON). State deferred taxes drafted on due date or next business day. Federal deferred taxes drafted on due date or last business day prior to due date.

Material description	Reference code	Contract Reference
MC30 Asphalt Rack Sales	MC30	

\*\*\* In order to serve you better, please indicate the complete invoice number on your remittance advice. \*\*\*

\*\*\*\*\* NOTICE: FOR INVOICE COPIES: go to WWW.VALERO.COM and click SIGN IN to view & print from the customer portal. ALL COMMUNICATIONS OR QUESTIONS CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT TO: VALERO MARKETING & SUPPLY CO ATTN: CREDIT DEPT. P.O. BOX 696000 SAN ANTONIO, TX 78269-0000. FOR OTHER BILLING QUESTIONS, CONTACT CUSTOMER SERVICE AT 877-825-7225 OR GMB700@valero.com.

From: "Goodman, Johnie" <Johnie.Goodman@valero.com>  
 Subject: Re: MC-30  
 Date: Tue, April 19, 2022 4:48 pm  
 To: "yadirag@reimconstruction.com" <yadirag@reimconstruction.com>  
 Cc: "Miguel Ramos" <miguelr@reimconstruction.com>

Hello

The current price of MC-30 is \$975 ton or \$3.76 gallon fob Valero Corpus Christi. This price is subject to change.

If you need anything feel free to let me know.

Thank you

Sent from my iPhone  
 Johnie Goodman  
 Valero Marketing & Supply

On Apr 19, 2022, at 11:43 AM, yadirag@reimconstruction.com wrote:

Hello;

As we spoke earlier this morning;

We are trying to get Hidalgo County and other municipalities to help us with the price increase in materials including the MC-30, if you could please send us a quote on MC-30 so we can attached it to our letter as a back up it would be greatly appreciated.

Thank you in advance for your prompt attention to this request.

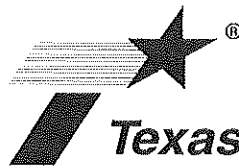
**Y. Yvette Garcia**

**REIM Construction, Inc.**

**(956) 580-2675**

**Attachments:**

<b>untitled-[1].plain</b>	
<b>Size:</b>	<b>1 k</b>
<b>Type:</b>	<b>text/plain</b>



# Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

November 10, 2022

Everardo "Ever" Villareal  
Hidalgo County Commissioner Precinct 3  
724 Breyfogle Rd.  
Mission, Texas 78572

**RE: Price Escalation**  
**Limits: From Tom Gill Road**  
**To: FM 492**  
**CSJ: 0921-02-321**  
**County: Hidalgo**

Dear Commissioner Villareal,

We are in receipt of your letter dated November 2, 2022, in which you have requested financial assistance from the Texas Department of Transportation (TxDOT) to address material escalation cost requests from your contractor.

This letter proposes to provide TxDOT's guidance on addressing material escalation costs; to clarify the Local Government's responsibilities as shown in the executed Advanced Funding Agreement (AFA); and, to describe financial assistance TxDOT can provide to address the concerns expressed within your letter.

### Material Availability and Price Issues:

Please refer to TxDOT's memorandum dated April 5, 2022, labeled *Materials Availability and Price Issues* (Attachment A). This memorandum outlines scenarios where the contractor may be compensated for material escalation costs. This memorandum should be referenced during your office's review of the information provided by the contractor. Any change order executed to compensate the contractor for material escalation costs should follow this guidance in order to receive federal participation.

### Review of Executed Advanced Funding Agreement:

Please refer to the AFA signed on October 19, 2015, and Amendment #1 signed October 17, 2017 (Attachment B). Attachment C-1 states that \$ 17,213,674.00 of both Category 7 and Category 12 money is obligated to the project for Right of Way (ROW), utilities, construction, and construction engineering. The AFA further stipulates, "*The Local Government will be responsible for 100% of all project costs exceeding the approved funding.*" As indicated, change orders which are executed for project impacts (including compensation for material escalation costs) could result in project expenditures exceeding the approved funding for the project. As such, the Local Government would bear 100% of these costs.

### Financial Assistance:

Based on our records, it appears that \$ 14,389,614.00 of CAT 7 and CAT 12 money has been obligated for construction costs, in comparison to the low bid amount of \$ 14,028,648.44 for the project.

#### OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY


*An Equal Opportunity Employer*

Therefore, there is \$ 360,965.56 of obligated funding which can be utilized to pay for potential change orders and project overruns (**80%F**: \$288,772.45; **18.6%S**: \$67,139.59; **1.4%Local**: \$5,053.52). TxDOT will begin the process to obligate this balance of CAT 7 funds to provide monetary relief to the Local Government. Although this balance does not fully cover the \$ 718,7070.35 being requested by the contractor, this financial assistance that can be provided within TxDOT's authority and within with the federal obligated amount reflected on the AFA.

It should be noted that the executed AFA does have 80% federal and 18.6% state assistance for construction direct state costs (\$ 291,771.00 combined federal and state money).

In summary, please follow TxDOT's guidance for addressing material escalation costs which is included within this letter. My office will obligate \$ 360,956.56 of CAT 7 funds to address potential project overruns and change orders, which is within TxDOT's authority and in compliance with the executed AFA. The Local Government will be 100% responsible for all costs which exceed the federal obligated amount reflected on the executed AFA. As always, the Pharr District wishes to maintain a good working relationship with Hidalgo County Precinct 3, and we are here to support your office in pursuing the successfully delivery of this project.

Sincerely,

DocuSigned by:  
  
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.  
Pharr District Engineer

cc: Rex Costley, P.E. Deputy District Engineer  
Daniel Garcia, P.E. Director of Construction  
Norma Garza, P.E. Director of TP&D  
Rene Garza, P.E. Pharr Area Office Engineer

## ATTACHMENT A

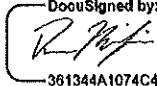
**MEMO**

April 5, 2022

**To:** District Engineers  
District Directors of Construction

**From:** Duane S. Milligan, P.E.  
Director, Construction Division

**Subject:** Materials Availability and Price Issues

DocuSigned by:  
  
361344A1074C4B6...

Due to recent circumstances affected by world events, there has been significant volatility in the market for various construction materials. We have seen the availability of some materials become very limited or the material lead time has increased significantly. We have also seen significant increases (over 100% in some cases) in some material prices. Due to these ongoing issues that are outside of TxDOT's and our contractors' control, we are providing the following nine points to consider for mitigating these issues and keep projects moving.

1. Material On Hand (MOH)

Consider paying MOH as early as possible. MOH can be paid as soon as the contract is activated in SiteManager. There is no need to wait for a preconstruction meeting or for work to begin. Also consider offering department-owned locations for storage of materials that will be incorporated into the projects. Provide expedited shop drawing reviews when possible.

2. Quantity Increases

When the department finds it necessary to increase quantities of a material that has experienced a significant price increase, the department should strongly consider paying the increased material costs. Increased payment should be considered when there are change orders adding work, design errors, and significant overruns.

3. Price Increases Due to TxDOT Delay

When the department is responsible for delays that caused materials to be ordered at a time when prices were higher, the department will pay the increased material costs.

4. Substitutions

For materials with significant increases in cost or unavailability, give strong consideration for substitution of materials when the substituted material and design serves the same function of the original design.

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

5. Item Deletions

Consider deletion of work or materials from the contract when materials are unavailable or have experienced significant price increases when the deletion will not affect the safety of the completed project. This consideration should also be made for non-site-specific contracts.

6. Delayed Starts

Utilize delayed start provisions as necessary for contracts that require materials that are experiencing availability issues. Consider increasing the length of the delayed start to give contractors more time to procure long-lead items.

7. Avoid Sole Sourcing

Avoid using contract provisions that limit a contractor to a single producer or manufacturer. Allow equivalent materials and products to be used when possible.

8. Time Considerations

Consider granting additional time when material availability negatively affects the critical path.

9. Last Resort

If none of the above options are possible, price increases can be referred to TxDOT Administration for further consideration. The Construction Division will coordinate the submission of any requests for Administration consideration.

This memorandum addresses fuel price increases only in the case of Item number 3 above and for added work.

Thank you for your leadership to address these issues as they come up. If you have any questions regarding these strategies or need to submit a request for Administration consideration, please contact Duane S. Milligan, P.E. (512) 416-2501.

**CC:** William L. Hale, P.E., Chief Engineer  
Lance Simmons, P.E., Director, Engineering and Safety Operations  
Quincy D. Allen, P.E., Director, District Operations  
Marisabel Z. Ramthun, P.E., Director, Design Division  
James R. Stevenson, P.E., Director, Maintenance Division

# REIM's 2nd Estimate

D-GR HMA TY-D SAC-A PG64-22

<b>TOTAL</b>	<b>\$ 499,683.61</b>
REIM's Input	\$ 54,994.66
Total Increase	\$ 554,678.27
Asphalt Increase	\$ 533,635.04

Quantity to Date

<b>ORIGINAL</b>	28,714.01	\$ 57.00	\$ 1,636,698.57	28,714.01	\$ 6.25	\$ 179,462.56	\$ 1,816,161.13
<b>AVERAGE</b>	28,714.01	\$ 74.86	\$ 2,149,546.87	28,714.01	\$ 6.97	\$ 200,249.30	\$ 2,349,796.17

ITEM	DATE	TONS	MATERIAL			FREIGHT			ITEM TOTAL	
			PRICE		TOTAL	TONS	PRICE	TOTAL		
					\$ -			\$ -	\$ -	
508 6001	9/20/2021	341.91	\$ 57.00	100.0%	\$ 19,488.87	341.91	\$ 6.25	100.0%	\$ 2,136.94	\$ 21,625.81
508 6001	9/28/2021	412.18	\$ 57.00	100.0%	\$ 23,494.26	412.18	\$ 6.25	100.0%	\$ 2,576.13	\$ 26,070.39
508 6001	3/15/2022	244.27	\$ 82.00	143.9%	\$ 20,030.14	244.27	\$ 6.25	100.0%	\$ 1,526.69	\$ 21,556.83
508 6001	4/1/2022	433.97	\$ 82.00	143.9%	\$ 35,585.54	433.97	\$ 7.00	112.0%	\$ 3,037.79	\$ 38,623.33
508 6001	4/4/2022	438.53	\$ 82.00	143.9%	\$ 35,959.46	438.53	\$ 7.00	112.0%	\$ 3,069.71	\$ 39,029.17
508 6001	10/7/2022	826.80	\$ 77.00	135.1%	\$ 63,663.60	826.80	\$ 7.00	112.0%	\$ 5,787.60	\$ 69,451.20
508 6001	10/31/2022	673.05	\$ 77.00	135.1%	\$ 51,824.85	673.05	\$ 7.00	112.0%	\$ 4,711.35	\$ 56,536.20
508 6001	4/5/2023	148.55	\$ 70.00	122.8%	\$ 10,398.50	148.55	\$ 7.00	112.0%	\$ 1,039.85	\$ 11,438.35
Pending		100.92	\$ 70.00	122.8%	\$ 7,064.40	100.92	\$ 7.00	112.0%	\$ 706.44	\$ 7,770.84
<b>Item to Date</b>		<b>3,620.18</b>								
341 6038	12/16/2022	667.45	\$ 75.00	131.6%	\$ 50,058.75	667.45	\$ 7.00	112.0%	\$ 4,672.15	\$ 54,730.90
341 6038	12/30/2022	1,327.13	\$ 75.00	131.6%	\$ 99,534.75	1,327.13	\$ 7.00	112.0%	\$ 9,289.91	\$ 108,824.66
341 6038	1/19/2023	1,260.05	\$ 75.00	131.6%	\$ 94,503.75	1,260.05	\$ 7.00	112.0%	\$ 8,820.35	\$ 103,324.10
341 6038	1/20/2023	974.24	\$ 75.00	131.6%	\$ 73,068.00	974.24	\$ 7.00	112.0%	\$ 6,819.68	\$ 79,887.68
Pending		20,306.13	\$ 75.00	131.6%	\$ 1,522,959.75	20,306.13	\$ 7.00	112.0%	\$ 142,142.91	\$ 1,665,102.66
<b>Item to Date</b>		<b>24,535.00</b>								
530 6005	1/25/2023	158.70	\$ 75.00	131.6%	\$ 11,902.50	158.70	\$ 7.00	112.0%	\$ 1,110.90	\$ 13,013.40
530 6005	2/8/2023	7.00	\$ 75.00	131.6%	\$ 525.00	7.00	\$ 7.00	112.0%	\$ 49.00	\$ 574.00
Pending		136.63	\$ 75.00	131.6%	\$ 10,247.25	136.63	\$ 7.00	112.0%	\$ 956.41	\$ 11,203.66
<b>Item to Date</b>		<b>302.33</b>		0.0%	\$ -			0.0%	\$ -	\$ -
530 6008		65.70	\$ 75.00	131.6%	\$ 4,927.50	65.70	\$ 7.00	112.0%	\$ 459.90	\$ 5,387.40
Pending		190.80	\$ 75.00	131.6%	\$ 14,310.00	190.80	\$ 7.00	112.0%	\$ 1,335.60	\$ 15,645.60
<b>Item to Date</b>		<b>256.50</b>								

0.0%

0.0%

## PRIME COAT (MC-30)

Quantity to Date

<b>ORIGINAL</b>	148.23	\$ 720.00	\$ 106,725.60	158.08	\$ 61.50	\$ 9,721.92	\$ 116,447.52
<b>AVERAGE</b>	148.23	#REF!	\$ 880.32	158.08	\$ 44.28	\$ 7,000.45	\$ 137,490.75

**MC-30 Increase \$ 21,043.23**

ITEM	DATE	TONS	MATERIAL			FREIGHT			ITEM TOTAL	
			PRICE		TOTAL	TONS	PRICE	TOTAL		
310 6009	5/13/2022	18.92	\$ 990.00	137.5%	\$ 18,730.80	22.00	\$ 66.78	108.6%	\$ 1,469.05	\$ 20,199.85
310 6009	10/7/2022	18.46	\$ 950.00	131.9%	\$ 17,537.00	22.00	\$ 83.81	136.3%	\$ 1,843.80	\$ 19,380.80
310 6009	4/19/2023	18.77	\$ 850.00	118.1%	\$ 15,954.50	22.00	\$ 83.81	136.3%	\$ 1,843.80	\$ 17,798.30
Pending		92.08	\$ 850.00	118.1%	\$ 78,268.00	92.08	\$ 83.81	136.3%	\$ 1,843.80	\$ 80,111.80
				0.0%	\$ -					\$ -
				0.0%	\$ -					\$ -
				0.0%	\$ -					\$ -
				0.0%	\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -
					\$ -					\$ -



REIM's 3rd & Final Estimate

D-GR HMA TY-D 5AC-A PG64-22

Asphalt Increase	\$ 500,427.05
MC-30 Increase	\$ 14,354.22
Total Increase	\$ 514,781.27
REIM's Input	\$ 27,450.95
TOTAL	\$ 487,330.32

INVOICE	ITEM	DATE	TONS	MATERIAL			FREIGHT			ITEM TOTAL
				PRICE	TOTAL	TONS	PRICE	TOTAL		
			Quantity to Date							
			27,372.00	\$ 57.00	\$ 1,560,204.00	27,372.00	\$ 6.25	\$ 171,075.00	\$ 1,731,279.00	
			ORIGINAL AVERAGE	\$ 74.56	\$ 2,040,850.82	27,372.00	\$ 6.97	\$ 190,855.23	\$ 2,231,706.05	
			27,372.00	\$ 74.56	\$ 2,040,850.82	27,372.00	\$ 6.97	\$ 190,855.23	\$ 2,231,706.05	
			REMAINING QTY	\$ 75.00	\$ 7,206.75	96.09	\$ 7.00	\$ 672.63	\$ 7,879.38	

Contract	Item to Date
2,316.00	2,316.00
-	100.00%

784944	341 6038	12/16/2022	667.45	\$ 75.00	131.6%	\$ 50,058.75	667.45	\$ 7.00	112.0%	\$ 4,672.15	\$ 54,730.90
785126	341 6038	12/30/2022	1,327.13	\$ 75.00	131.6%	\$ 99,534.75	1,327.13	\$ 7.00	112.0%	\$ 9,289.91	\$ 108,824.66
785473	341 6038	1/19/2023	1,260.05	\$ 75.00	131.6%	\$ 94,503.75	1,260.05	\$ 7.00	112.0%	\$ 8,820.35	\$ 103,324.10
785498	341 6038	1/20/2023	974.24	\$ 75.00	131.6%	\$ 73,068.00	974.24	\$ 7.00	112.0%	\$ 6,819.68	\$ 79,887.68
788578	341 6038	6/26/2023	640.36	\$ 75.00	131.6%	\$ 48,027.00	640.36	\$ 7.00	112.0%	\$ 4,482.52	\$ 52,509.52
789815	341 6038	9/11/2023	965.24	\$ 70.00	122.8%	\$ 67,566.80	965.24	\$ 7.00	112.0%	\$ 6,756.68	\$ 74,323.48
789824	341 6038	9/12/2023	484.22	\$ 75.00	131.6%	\$ 36,316.50	484.22	\$ 7.00	112.0%	\$ 3,389.54	\$ 39,706.04
789859	341 6038	9/13/2023	1,196.68	\$ 75.00	131.6%	\$ 89,751.00	1,196.68	\$ 7.00	112.0%	\$ 8,376.76	\$ 98,127.76
789903	341 6038	9/15/2023	822.73	\$ 75.00	131.6%	\$ 61,704.75	822.73	\$ 7.00	112.0%	\$ 5,759.11	\$ 67,463.86
789997	341 6038	9/20/2023	1,038.01	\$ 75.00	131.6%	\$ 77,850.75	1,038.01	\$ 7.00	112.0%	\$ 7,266.07	\$ 85,116.82
790004	341 6038	9/21/2023	763.42	\$ 75.00	131.6%	\$ 57,256.50	763.42	\$ 7.00	112.0%	\$ 5,343.94	\$ 62,600.44
790095	341 6038	9/27/2023	1,418.02	\$ 75.00	131.6%	\$ 106,351.50	1,418.02	\$ 7.00	112.0%	\$ 9,926.14	\$ 116,277.64
790105	341 6038	9/28/2023	423.38	\$ 75.00	131.6%	\$ 31,753.50	423.38	\$ 7.00	112.0%	\$ 2,963.66	\$ 34,717.16
790138	341 6038	9/29/2023	945.02	\$ 75.00	131.6%	\$ 70,876.50	945.02	\$ 7.00	112.0%	\$ 6,615.14	\$ 77,491.64
790154	341 6038	9/30/2023	273.95	\$ 75.00	131.6%	\$ 20,546.25	273.95	\$ 7.00	112.0%	\$ 1,917.65	\$ 22,463.90
790166	341 6038	10/2/2023	467.37	\$ 75.00	131.6%	\$ 35,052.75	467.37	\$ 7.00	112.0%	\$ 3,271.59	\$ 38,324.34
790234	341 6038	10/5/2023	1,007.47	\$ 75.00	131.6%	\$ 75,560.25	1,007.47	\$ 7.00	112.0%	\$ 7,052.29	\$ 82,612.54
790383	341 6038	10/18/2023	1,460.63	\$ 75.00	131.6%	\$ 109,547.25	1,460.63	\$ 7.00	112.0%	\$ 10,224.41	\$ 119,771.66
790589	341 6038	11/1/2023	571.50	\$ 75.00	131.6%	\$ 42,862.50	571.50	\$ 7.00	112.0%	\$ 4,000.50	\$ 46,863.00
			REMAINING QTY	\$ 75.00	131.6%	\$ 587,109.75	7,828.13	\$ 7.00	112.0%	\$ 54,796.91	\$ 641,906.66

Contract	Item to Date
24,535.000	24,535.00
-	100.00%

785587	530 6005	1/25/2023	158.70	\$ 75.00	131.6%	\$ 11,902.50	158.70	\$ 7.00	112.0%	\$ 1,110.90	\$ 13,013.40
785660	530 6005	1/26/2023	36.54	\$ 75.00	131.6%	\$ 2,740.50	36.54	\$ 7.00	112.0%	\$ 255.78	\$ 2,996.28
785934	530 6005	2/8/2023	7.00	\$ 75.00	131.6%	\$ 525.00	7.00	\$ 7.00	112.0%	\$ 49.00	\$ 574.00
			REMAINING QTY	\$ 75.00	131.6%	\$ 9,807.00	130.76	\$ 7.00	112.0%	\$ 915.32	\$ 10,722.32

Contract	Item to Date
333.000	333.00
-	100.00%

530 6008			65.70	\$ 75.00	131.6%	\$ 4,927.50	65.70	\$ 7.00	112.0%	\$ 459.90	\$ 5,387.40
			REMAINING QTY	\$ 75.00	131.6%	\$ 9,172.50	122.30	\$ 7.00	112.0%	\$ 856.10	\$ 10,028.60

Contract	Item to Date
188.000	188.00
-	100.00%

PRIME COAT (MC-30)

Contract	to Date	Quantity to Date	ORIGINAL			AVERAGE			MC-30 Increase		
			TONS	PRICE	TOTAL	TONS	PRICE	TOTAL	TONS	PRICE	TOTAL
37,861.00	18,899.11	49.92%	73.99	\$ 720.00	\$ 53,272.80	88	\$ 61.50	\$ 5,412.00	\$ 58,684.80	\$ 14,354.22	
			73.99	\$ 892.53	\$ 66,038.57	88	\$ 79.55	\$ 7,000.45	\$ 73,039.02		
ITEM	DATE	TONS	PRICE	TOTAL	TONS	PRICE	TOTAL	ITEM TOTAL			
3641732298	310 6009	5/13/2022	18.92	\$ 970.20	134.7%	\$ 18,356.18	22.00	\$ 66.78	108.6%	\$ 1,469.05	\$ 19,825.23
3643402585	310 6009	10/7/2022	18.46	\$ 931.00	129.3%	\$ 17,186.26	22.00	\$ 83.81	136.3%	\$ 1,843.80	\$ 19,030.06
3645649141	310 6009	4/19/2023	18.77	\$ 833.00	115.7%	\$ 15,635.41	22.00	\$ 83.81	136.3%	\$ 1,843.80	\$ 17,479.21
3647601006	310 6009	9/26/2023	17.84	\$ 833.00	115.7%	\$ 14,860.72	22.00	\$ 84.26	137.0%	\$ 1,843.80	\$ 16,704.52
				0.0%	\$ -					\$ -	\$ -
				0.0%	\$ -					\$ -	\$ -

Asphalt Invoice 1

**Invoice**



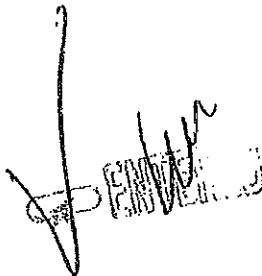
UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

Date	Invoice #
12/16/2022	784944

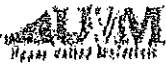
Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	12/16/2022			3 MIB LINE, FM 492 TO TO...

Quantity	Item Code	Description	U/M	Price Each	Amount
667.45	ASPHALT	CAPA-002-21 RIVERROCK 1% LIM Sales Tax		75.00 8.25%	50,058.75 <del>4,129.85</del>
					
Vendor		1656			
Job #		2005			
Account		5001			
Equipment		-			
Cost Code/Type		2100-1			
Approval		MLR			
					50,058.75

<b>Total</b>	<del>54,188.50</del>
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UPPER VALLEY MATERIALS, L.L.C. Asphalt Invoice 2  
 3609 WEST PALMA VISTA DRIVE

# Invoice

Date	Invoice #
12/30/2022	785126

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	12/30/2022			3 MIE LINE, FM 492 TO TO...

Quantity	Item Code	Description	U/M	Price Each	Amount
1,327.13	ASPHALT	CAPA-002-21 RIVERROCK 1% LIM Sales Tax		75.00 8.25%	99,534.75T 8,211.62

*W*  
 ENTERED

Vendor 1656  
 Job # 2005  
 Account 5001  
 Equipment -  
 Cost Code/Type 2000-1  
 Approval MAR

**Total** \$107,746.37

UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

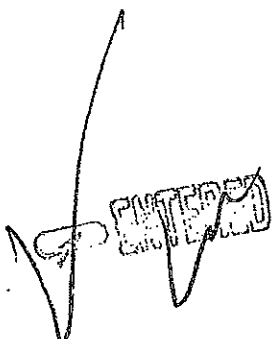
# Invoice

Date	Invoice #
1/19/2023	785473

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	1/19/2023			3 MIE LINE, FM 492 TO TQ...

Quantity	Item Code	Description	U/M	Price Each	Amount
1,260.05	ASPHALT-LIME...	HOT MIX (HMAC) TYPE D/WITH LIME Sales Tax		75.00 8.25%	94,503.75T <del>7,796.56</del>
					
		Vendor <u>1656</u>			
		Job # <u>2005</u>			
		Account <u>5001</u>			
		Equipment <u>—</u>			
		Cost Code/Type <u>2100-1</u>			
		Approval <u>MDR</u>			

**Total** \$102,300.31

Asphalt Invoice 4

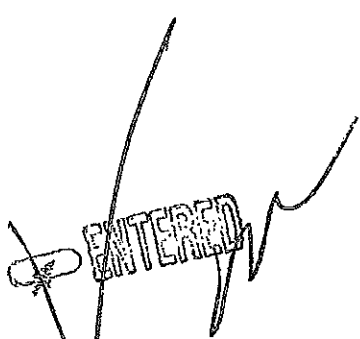
UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

Invoice

Date	Invoice #
1/20/2023	785498

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	1/20/2023			3 MIE LINE, FM 492 TO TO...
Quantity	Item Code	Description		U/M	Price Each	Amount
974.24	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK Sales Tax			75.00 8.25%	73,068.00T 6,028.11
						
Vendor		1656				
Inv #		2005				
Account		5001				
Equipment		-				
Cost Code/Type		2100 - 1				
Approval		KLR				
					<b>Total</b>	\$79,096.11

# Asphalt Invoice 5



**UPPER VALLEY MATERIALS, L.L.C.**

## Invoice

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
6/26/2023	788578

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	6/26/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
640.36	ASPHALT PENL..	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	48,027.00
<b>Total</b>						<b>\$48,027.00</b>	

# Asphalt Invoice 6

UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE

## Invoice

Date	Invoice #
9/11/2023	789815

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
REIM CONSTRUCTION 3 MILE LINE TO FM 492 DRIVEWAYS PENITAS

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/11/2023			3 MILE LINE TO FM 492- D...	
Quantity	Item Code	Description			U/M	Price Each	Amount
965.24	ASPHALT-LIME...	HOT MIX (HMAC) TYPE D ALL RIVER ROCK				70.00	67,566.80
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Vendor _____</p> <p>Job # _____ 2005</p> <p>Account _____ 5001</p> <p>Equipment _____</p> <p>Cost Code/Type _____ 2100-1</p> <p>Approval _____ MDR</p> </div> <div style="width: 50%; text-align: right;"> </div> </div>							
<b>Total</b>						\$67,566.80	



UPPER VALLEY MATERIALS, L.L.C. Asphalt Invoice 7

# Invoice

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Date	Invoice #
9/12/2023	789824

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/12/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
484.22	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	36,316.50
<b>Total</b>						\$36,316.50	

# Asphalt Invoice 8



UPPER VALLEY MATERIALS, L.L.C.

# Invoice

3609 WEST PALMA VISTA DRIVE PALMVIEW TEXAS 78572 956-580-2502
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Date	Invoice #
9/13/2023	789859

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/13/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
1,196.68	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	89,751.00
<b>Total</b>						<b>\$89,751.00</b>	

# Asphalt Invoice 9



**UPPER VALLEY MATERIALS, L.L.C.**

## Invoice

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Date	Invoice #
9/15/2023	789903

**Bill To**

REIM CONSTRUCTION  
 9612 N STEWART RD  
 MISSION, TX 78573

**Ship To**

3 MILE LINE, FM 492 TO TOM GIL  
 MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/15/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item-Code	Description			U/M	Price Each	Amount
822.73	ASPHALT PENL...	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	61,704.75
<b>Total</b>						<b>\$61,704.75</b>	



UPPER VALLEY MATERIALS, L.L.C.

Asphalt Invoice 10

# Invoice

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Date	Invoice #
9/20/2023	789997

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/20/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
1,038.01	ASPHALT PENL...	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	77,850.75
<b>Total</b>						<b>\$77,850.75</b>	



Asphalt Invoice 11  
 UPPER VALLEY MATERIALS, L.L.C.

**Invoice**

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Date	Invoice #
9/21/2023	790004

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/21/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
763.42	ASPHALT PENL...	ASPHALT PENITAS-TYPE AC RIVER ROCK 1% LIMESTONE				75.00	57,256.50
<b>Total</b>						<b>\$57,256.50</b>	

# Asphalt Invoice 12

# Invoice



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
9/27/2023	790095

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/27/2023			3 MILE LINE, FM 492 TO T...	
Quantity	Item Code	Description			U/M	Price Each	Amount
1,418.02	ASPHALT-PENI...	HOT MIX (HMAC) TYPE D R/R				75.00	106,351.50
<p>Vendor <u>1656</u></p> <p>Job # <u>2005</u></p> <p>Account <u>5001</u></p> <p>Equipment <u>7</u></p> <p>Cost Code/Type <u>2100-1</u></p> <p>Approval <u>MAR</u></p>							
<b>Total</b>						<b>\$106,351.50</b>	

# Asphalt Invoice 13

# Invoice



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE PALMVIEW TEXAS 78572 956-580-2502
---

Date	Invoice #
9/28/2023	790105

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02/SB	9/28/2023			3 MILE LINE, FM 492 TO T...	
Quantity	Item Code	Description			U/M	Price Each	Amount
423.38	ASPHALT-PENL...	HOT MIX (HMAC) TYPE D R/R				75.00	31,753.50
		<div style="font-size: 2em; font-weight: bold; margin-bottom: 5px;">Vendor <u>1656</u></div> <div style="font-size: 1.2em; margin-bottom: 5px;">Job # <u>2005</u></div> <div style="font-size: 1.2em; margin-bottom: 5px;">Account <u>5001</u></div> <div style="font-size: 1.2em; margin-bottom: 5px;">Equipment <u>-</u></div> <div style="font-size: 1.2em; margin-bottom: 5px;">Cost Code/Type <u>2100-1</u></div> <div style="font-size: 1.2em; margin-bottom: 5px;">Approval <u>MJR</u></div>					
<b>Total</b>						<b>\$31,753.50</b>	

# Asphalt Invoice 14

# Invoice



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
9/29/2023	790138

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM CH. MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	9/29/2023			3 MILE LINE, FM 492 TO T...
Quantity	Item Code	Description		U/M	Price Each	Amount
945.02	ASPHALT-PENL...	HOT MIX (HMAC) TYPE D R/R			75.00	70,876.50
<p>Vendor <u>1656</u></p> <p>Job # <u>2005</u></p> <p>Account <u>5001</u></p> <p>Equipment <u>---</u></p> <p>Cost Code/Type <u>2100-1</u></p> <p>Approval <u>MDR</u></p>						
<b>Total</b>						<b>\$70,876.50</b>



Asphalt Invoice 15  
 UPPER VALLEY MATERIALS, L.L.C.

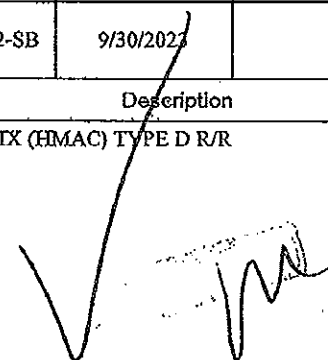
Invoice

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Date	Invoice #
9/30/2023	790154

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/30/2023			3 MILE LINE, FM 492 TO T...	
Quantity	Item Code	Description			U/M	Price Each	Amount
273.95	ASPHALT-PENL...	HOT MIX (HMAC) TYPE D R/R				75.00	20,546.25
							
Vendor <u>1656</u>							
Job # <u>2005</u>							
Account <u>5001</u>							
Equipment <u>—</u>							
Cost Code/Type <u>2100-1</u>							
Approval <u>MA R</u>							
<b>Total</b>						\$20,546.25	



UPPER VALLEY MATERIALS, L.L.C.

Asphalt Invoice 16

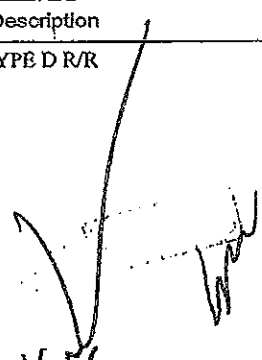
Invoice

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
10/2/2023	790166

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	10/2/2023			3 MILE LINE, FM 492 TO T...
Quantity	Item Code	Description		U/M	Price Each	Amount
467.37	ASPHALT-PENL...	HOT MIX (HMAC) TYPE D R/R			75.00	35,052.75
						
Vendor <u>1656</u>						
Job # <u>2005</u>						
Account <u>5001</u>						
Equipment <u>          </u>						
Cost Code/Type <u>2000-1</u>						
Approval <u>MDR</u>						
<b>Total</b>						\$35,052.75



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE  
 PALMVIEW TEXAS 78572  
 956-580-2502

Asphalt Invoice 17

Invoice

Date	Invoice #
10/5/2023	790234

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	10/5/2023			3 MILE LINE, FM 492 TO T...
Quantity	Item Code	Description	U/M	Price Each	Amount	
1,007.47	ASPHALT-PENI...	HOT MIX (HMAC) TYPE D R/R		75.00	75,560.25	
<p>Vendor <u>1656</u>            Job # <u>2005</u>            Account <u>5001</u>            Equipment <u>          </u>            Cost Code/Type <u>2100-1</u>            Approval <u>MSR</u></p>						
<b>Total</b>					<b>\$75,560.25</b>	

# Asphalt Invoice 18



UPPER VALLEY MATERIALS, L.L.C.

## Invoice

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
10/18/2023	790383

**Bill To**

REIM CONSTRUCTION  
9612 N STEWART RD  
MISSION, TX 78573

**Ship To**

3 MILE LINE, FM 492 TO TOM GIL  
MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	10/20/2023			3 MILE LINE, FM 492 TO T...	
Quantity	Item Code	Description			U/M	Price Each	Amount
1,460.63	ASPHALT-LIME..	HOT MIX (HMAC) TYPE D RIVER ROCK				75.00	109,547.25
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p><b>PAID</b></p> </div> <div style="width: 60%;"> <p>Vendor <u>1656</u></p> <p>Job # <u>2005</u></p> <p>Account <u>5001</u></p> <p>Equipment _____</p> <p>Cost Code/Type <u>2100 - 1</u></p> <p>Approval <u>MLR</u></p> </div> <div style="width: 20%;"></div> </div>							
<b>Total</b>						<b>\$109,547.25</b>	

# Asphalt Invoice 19

# Invoice



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE PALMVIEW TEXAS 78572 956-580-2502
---

Date	Invoice #
11/1/2023	790589

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	11/1/2023			3 MILE LINE, FM 492 TO T...	
Quantity	Item Code	Description			U/M	Price Each	Amount
571.5	ASPHALT-LIME...	HOT MIX (HMAC) TYPE D RIVER ROCK				75.00	42,862.50
Vendor <u>1056</u>							
Job # <u>2005</u>							
Account <u>5001</u>							
Equipment <u>-</u>							
Cost Code/Type <u>2100-1</u>							
Approval <u>MJR</u>							
<b>Total</b>						\$42,862.50	

**INVOICE**



Upper Valley Materials, LLC

3609 W. Palma Vista Dr. • Palmview, TX 78572  
(956) 580-2502 • (956) 585-8675

INVOICE NUMBER: 778088

INVOICE DATE: 9/20/2021

PAGE:

SOLD TO:

REIM CONSTRUCTION  
9612 N STEWART RD  
MISSION, TX 78573

SHIP TO

3 MIE LINE, FM 492 TO TOM GIL  
MISSION, TX

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
				NET 10TH OF NEXT MONTH	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
				9/20/2021	10/10/2021

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
341.91	ASPHALT-...	HOT MIX (HMAC) TYPE D UVMD-8436 W/1% LIME	57.00	19,488.37

ENTERED

Vendor 1656  
Job # 2005  
Account 5001  
Equipment \_\_\_\_\_  
Cost Code/Type 2100-1  
Approval MDR

Subtotal \$19,488.87  
Sales Tax (8.25%) ~~\$1,607.83~~  
**TOTAL \$21,096.70**  
Payments/Credits \$0.00  
**Balance Due \$21,096.70**

mit all payments to Upper Valley Materials, 3609 W. Palma Vista Dr., Palmview, TX 78572

Detour Asphalt 2



UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Invoice

Date	Invoice #
9/28/2021	792151

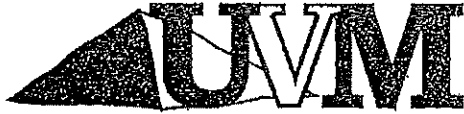
Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
MILE 3 NORTH PROJECT FM 492 MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	9/28/2021			3 MILE LINE, FM 492 TO TO...
Quantity	Item Code	Description	U/M	Price Each	Amount	
412.18	ASPHALT-PENL	HOT MIX (HMAC) TYPE D ALL RIVER ROCK		57.00	23,494.26	
					<b>Total</b>	323,494.26

Detour Asphalt 3

**INVOICE**



Upper Valley Materials, LLC  
 3609 W. Palma Vista Dr. • Palmview, TX 78572  
 (956) 580-2502 • (956) 585-8675

INVOICE NUMBER: 780887  
 INVOICE DATE: 3/15/2022  
 PAGE:

SOLD TO:

REIM CONSTRUCTION  
 9612 N STEWART RD  
 MISSION, TX 78573

SHIP TO  
 MILE 3 NORTH PROJECT FM 492  
 MISSION, TX

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
				NET 10TH OF NEXT MONTH	
SALES REF ID		SHIPPING METHOD		SHIP DATE	DUE DATE
				3/15/2022	4/10/2022
QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION	
244.27	ASPHALT-...	HOT MIX (HMAC) TYPE D UVM-D-8436	82.00	20,030.14	
			Vendor <u>1656</u>		
			Job # <u>2005</u>		
			Account <u>5001</u>		
			Equipment <u>---</u>		
			Cost Code/Type <u>2100-1</u>		
			Approval <u>MSR</u>		
				Subtotal	\$20,030.14
				Sales Tax (0.0%)	\$0.00
				<b>TOTAL</b>	<b>\$20,030.14</b>
				Payments/Credits	\$0.00
				<b>Balance Due</b>	<b>\$20,030.14</b>

Please remit all payments to Upper Valley Materials, 3609 W. Palma Vista Dr., Palmview, TX 78572

INVOICE

Detour Asphalt 4

# INVOICE



Upper Valley Materials, LLC  
3609 W. Palma Vista Dr. • Palmview, TX 78572  
(956) 580-2502 • (956) 585-8675

INVOICE NUMBER: 781184  
INVOICE DATE: 4/1/2022  
PAGE:

SOLD TO:

REIM CONSTRUCTION  
9612 N STEWART RD  
MISSION, TX 78573

SHIP TO  
MILE 3 NORTH PROJECT FM 492  
MISSION, TX

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
				NET 10TH OF NEXT MONTH	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
				4/1/2022	4/10/2022
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
433.87	ASPHALT-...	HOT MIX (HMAC) TYPE D UVMID: 8438		82.00	35,585.54
Entered Job # 2005 Account 5001 Equipment Cost Code/Type Approval MDR				Subtotal	\$35,585.54
				Sales Tax (0.0%)	\$0.00
				<b>TOTAL</b>	<b>\$35,585.54</b>
				Payments/Credits	\$0.00
				<b>Balance Due</b>	<b>\$35,585.54</b>

Please remit all payments to Upper Valley Materials, 3609 W. Palma Vista Dr., Palmview, TX 78572

INVOICE

Detour Asphalt 5

**INVOICE**



Upper Valley Materials, LLC  
 3609 W. Palma Vista Dr. • Palmview, TX 78572  
 (956) 580-2502 • (956) 585-8875

INVOICE NUMBER: 781218

INVOICE DATE: 4/4/2022

PAGE:

SOLD TO:

REIM CONSTRUCTION  
 9612 N STEWART RD  
 MISSION, TX 78873

SHIP TO

MILE 3 NORTH PROJECT FM 492  
 MISSION, TX

CUSTOMER ID		CUSTOMER PO		PAYMENT TERMS	
				NET 10TH OF NEXT MONTH	
SALES REP ID		SHIPPING METHOD		SHIP DATE	DUE DATE
				4/4/2022	5/10/2022
QUANTITY	ITEM NUMBER	DESCRIPTION		UNIT PRICE	EXTENSION
436.53	ASPHALT	HOT MIX (HMAC) TYPE D UVM-D-436		82.00	35,795.46

ENTERED

Vendor 16516  
 Job # 2005  
 Account 5001  
 Equipment \_\_\_\_\_  
 Cost Code/Type 2100-1  
 Approval MJR

Subtotal \$35,795.46  
 Sales Tax (0.0%) \$0.00  
**TOTAL \$35,795.46**  
 Payments/Credits \$0.00  
**Balance Due \$35,795.46**

Please remit all payments to Upper Valley Materials, 3609 W. Palma Vista Dr., Palmview, TX 78572

INVOICE

Detour Asphalt 6

UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

**Invoice**

Date	Invoice #
1/26/2023	785660

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	1/26/2023			3 MIE LINE, FM 492 TO TO...
Quantity	Item Code	Description		U/M	Price:Each	Amount
24.15	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK			75.00	1,811.25
<del>36.54</del>	<del>ASPHALT-LIME...</del>	<del>HOT MIX (HMAC) TYPE D WITH LIME</del>			<del>75.00</del>	<del>2,740.50</del>
					<b>Total</b>	\$4,551.75

Detour Asphalt 7

UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE

# Invoice

Date	Invoice #
2/6/2023	785841

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	2/6/2023			3 MIE LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
36.35	ASPHALT PENI...	ASPHALT PENTAS-TYPE AC RIVER ROCK				75.00	2,726.25
<b>Total</b>						<b>\$2,726.25</b>	

# Detour Asphalt 8

UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

## Invoice

Date	Invoice #
4/5/2023	786921

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
MILE 3 NORTH PROJECT FM 492 MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	4/5/2023			MILE 3 NORTH PROJECT F...	
Quantity	Item Code	Description			U/M	Price Each	Amount
148.55	ASPHALT-PENI...	HOT MIX (HMAC) TYPE D RIVER ROCK				70.00	10,398.50
<b>Total</b>						<b>\$10,398.50</b>	



UPPER VALLEY MATERIALS, L.L.C. Detour Asphalt 9

# Invoice

3609 WEST PALMA VISTA DRIVE  
PALMVIEW TEXAS 78572  
956-580-2502

Date	Invoice #
8/11/2023	789389

<b>Bill To</b>
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

<b>Ship To</b>
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	8/11/2023			3 MILE LINE, FM 492 TO T...
Quantity	Item Code	Description		U/M	Price Each	Amount
39	ASPHALT-PENI...	HOT MIX (HMAC) TYPE D			<del>70.00</del> 75.00	<del>2,925.00</del>
<p>Vendor <u>UVM</u></p> <p>Job# <u>2005</u></p> <p>Account <u>5001</u></p> <p>Equipment <u>-</u></p> <p>Cost Code/Type <u>2000-1</u></p> <p>Approval <u>MAR</u></p>						
<b>Total</b>						<b>-2,925.00</b>

*\$2,730.00*

Detour Asphalt 10

UPPER VALLEY MATERIALS, L.L.C.


3609 WEST PALMA VISTA DRIVE

Invoice

Date	Invoice #
8/31/2023	789702

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
REIM CONSTRUCTION 3 MILE LINE TO FM 492 DRIVEWAYS PENITAS

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	8/31/2023			3 MILE LINE TO FM 492- D...
Quantity	Item Code	Description		U/M	Price Each	Amount
32	ASPHALT-PENL...	HOT MIX (HMAC) TYPE D ALL RIVER ROCK			70.00	2,240.00
						
Vendor <u>1656</u>						
Job # _____						
Account _____						
Equipment _____						
Cost Code/Type _____						
Approval _____						
<b>Total</b>						\$2,240.00

# Detour Asphalt 11

UPPER VALLEY MATERIALS, L.L.C.

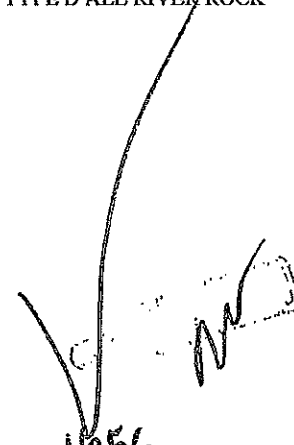
3609 WEST PALMA VISTA DRIVE

# Invoice

Date	Invoice #
9/12/2023	789855

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
REIM CONSTRUCTION 3 MILE LINE TO FM 492 DRIVEWAYS PENITAS

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	9/12/2023			3 MILE LINE TO FM 492- D...	
Quantity	Item Code	Description			U/M	Price Each	Amount
71	ASPHALT-LIME...	HOT MIX (HMAC) TYPE D ALL RIVER/ROCK				70.00	4,970.00
							
Vendor <u>1056</u> Job # <u>2005</u> Account <u>5001</u> Equipment _____ Cost Code/Type <u>2100-1</u> Approval <u>MNR</u>							
<b>Total</b>						<b>\$4,970.00</b>	

# Driveway Asphalt 1


UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

## Invoice

Date	Invoice #
1/25/2023	785587

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	Q2-SB	1/25/2023			3 MILE LINE, FM 492 TO TO...
Quantity	Item Code	Description		UM	Price Each	Amount
25.6	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK			75.00	1,920.00
133.1	ASPHALT-LIME...	CAPA-002-21 RIVERROCK 1% LIME			75.00	9,982.50
						
<p>Vendor <u>11056</u></p> <p>Job # <u>2005</u></p> <p>Account <u>5001</u></p> <p>Equipment <u>—</u></p> <p>Cost Code/Type <u>2100-1</u></p> <p>Approval <u>MAR</u></p>						
<b>Total</b>						<b>\$11,902.50</b>

# Driveway Asphalt 2

UPPER VALLEY MATERIALS, L.L.C.  
3609 WEST PALMA VISTA DRIVE

# Invoice

Date	Invoice #
1/26/2023	785660

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	NET 10TH OF NEX...	02-SB	1/26/2023			3 MIB LINE, FM 492 TO TO...	
Quantity	Item Code	Description			U/M	Price Each	Amount
<del>24.15</del> 36.54	<del>ASPHALT PENI...</del> ASPHALT-LIME...	<del>ASPHALT-PENTAS TYPE AC RIVER ROCK</del> HOT MIX (HMAC) TYPE D WITH LIME ←				<del>75.00</del> 75.00	<del>1,811.25</del> 2,740.50
<b>Total</b>						<b>\$4,551.75</b>	

**PRODUCT Invoice 3641732298 / 05/13/2022**

Order NO: 1241586891    Delivery NO: 2353079916    Customer NO: 131833    PO NO:

EPA RFG #: 4006

**BILL TO:**

REIM CONSTRUCTION INC.  
ATTN:ACCOUNTS PAYABLE  
9612 STEWART ROAD  
MISSION TX 78573 USA

**SHIP-TO:**

REIM CONSTRUCTION  
CITY OF ROMA  
ROMA TX 78584-5817 USA

Valero Capital Corporation will draft your account on the payment due date.  
Due date information is shown at the bottom of the invoice.

CONSIGNEE: 279724  
CARRIER: 2502075 TROUT TRUCKING CO., INC  
TRUCK/RAILCAR: T174  
BOL: 78266  
BOL DATE/TIME: 05/13/2022 01:52:00  
PLANT: B462 VMSC ASP - Corpus Christi, TX  
TERMS OF DELIV: FCA Plant

**NOTE:**

PRICING ELEMENT	PRICE	QTY	UOM	DEFERRED TAX	BILLED
MC30 ASPHALT RACK SALES					
BASE PRODUCT PRICE	990.000000	18.920	STO		18,730.80
MC30 Asphalt Rack Sales					

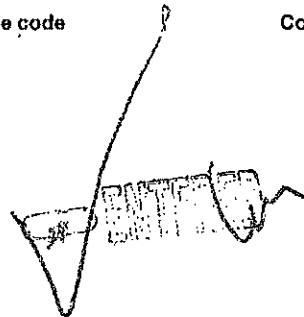
TERMS: EFT 2% 10 DAYS AFTER INV DATE	Up to 05/23/2022 without deduction, pay	18,730.80
	Product Discount	374.62-
	Up to 05/23/2022 with an 2.000 % discount, pay	18,356.18

Draft will occur on the due date or closest business day (I.E. Due SAT>draft FRI; due SUN>draft MON). State deferred taxes drafted on due date or next business day. Federal deferred taxes drafted on due date or last business day prior to due date.

Material description  
MC30 Asphalt Rack Sales

Reference code  
MC30

Contract Reference



Vendor 1672  
 Job # 2005  
 Account 5001  
 Equipment \_\_\_\_\_  
 Cost Code/Type 2200-1  
 Approval MJR

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**PRODUCT Invoice 3643402585 / 10/07/2022**

Order NO: 1242705215    Delivery NO: 2354375861    Customer NO: 131833    PO NO:

EPA RFG #: 4006

**BILL TO:**

REIM CONSTRUCTION INC.  
ATTN:ACCOUNTS PAYABLE  
9612 STEWART ROAD  
MISSION TX 78573 USA

**SHIP-TO:**

REIM CONSTRUCTION  
CITY OF ROMA  
ROMA TX 78584-5817 USA

Valero Capital Corporation will draft your account on the payment due date.  
Due date information is shown at the bottom of the invoice.

CONSIGNEE: 279724  
CARRIER: 2502075 TROUT TRUCKING CO., INC  
TRUCK/RAILCAR: T174  
BOL: 80729  
BOL DATE/TIME: 10/07/2022 02:53:00  
PLANT: B462 VMSC ASP - Corpus Christi, TX  
TERMS OF DELIV: FCA Plant

**NOTE:**

PRICING ELEMENT	PRICE	QTY	UOM	DEFERRED TAX	BILLED
MC30 ASPHALT RACK SALES					
BASE PRODUCT PRICE	950.000000	18.460	STO		17,537.00
MC30 Asphalt Rack Sales					
<b>TERMS: EFT 2% 10 DAYS AFTER INV DATE</b>					
			Up to 10/17/2022 without deduction, pay		17,537.00
			Product Discount		350.74-
			Up to 10/17/2022 with an 2.000 % discount, pay		17,186.26

Draft will occur on the due date or closest business day (I.E. Due SAT>draft FRI; due SUN>draft MON). State deferred taxes drafted on due date or next business day. Federal deferred taxes drafted on due date or last business day prior to due date.

Material description	Reference code	Contract Reference
MC30 Asphalt Rack Sales	MC30	

Vendor \_\_\_\_\_  
 Job # \_\_\_\_\_ 6502104  
 Account \_\_\_\_\_ 5001  
 Equipment \_\_\_\_\_  
 Cost Code/Type \_\_\_\_\_ 2200 - 1  
 Approval \_\_\_\_\_ MNR

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PRODUCT Invoice 8645649141 / 04/19/2023 Page 1 of 1

Order NO: 1244217534 Delivery NO: 2356152897 Customer NO: 131833 PO NO:

EPA RFG #: 4006

*Bank Draft*  
*IBC*

**BILL TO:**  
REIM CONSTRUCTION INC.  
ATTN:ACCOUNTS PAYABLE  
9612 STEWART ROAD  
MISSION TX 78573 USA

**SHIP-TO:**  
REIM CONSTRUCTION  
CITY OF ROMA  
ROMA TX 78584-5817 USA

Valero Capital Corporation will draft your account on the payment due date.  
Due date information is shown at the bottom of the invoice.

CONSIGNEE: 279724  
CARRIER: 2502075 TROUT TRUCKING CO., INC  
TRUCK/RAILCAR: T174  
BOL: 84401  
BOL DATE/TIME: 04/19/2023 02:29:00  
PLANT: B462 VMSC ASP - Corpus Christi, TX  
TERMS OF DELIV: FCA Plant

NOTE:

PRICING ELEMENT	PRICE	QTY	UOM	DEFERRED TAX	BILLED
MC30 ASPHALT RACK SALES					
BASE PRODUCT PRICE	850.000000	18.770	STO		15,954.50
MC30 Asphalt Rack Sales					
<b>TERMS: EFT 2% 10 DAYS AFTER INV DATE</b>					
			Up to 04/28/2023 without deduction, pay		15,954.50
			Product Discount		319.09-
			Up to 04/28/2023 with an 2.000 % discount, pay		15,635.41

Draft will occur on the due date or closest business day (I.E. Due SAT>draft FRI; due SUN>draft MON). State deferred taxes drafted on due date or next business day. Federal deferred taxes drafted on due date or last business day prior to due date.

Material description  
MC30 Asphalt Rack Sales

Reference code  
MC30

Contract Reference

*ENTERED*

	Tons	Tons	Tons
	12.33	4.07	2.37
Vendor	2302	2303	
Job #	2005	<del>2009</del>	
Account	5.001		
Equipment			
Cost Code/Type	2200 - 1		
Approval	MLR		

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**PRODUCT Invoice 3647601006 / 09/26/2023** Page 1 of 1  
 Order NO: 1245509889    Delivery NO: 2357658630    Customer NO: 131833    PO NO:

EPA RFG #: 4006

**BILL TO:**

REIM CONSTRUCTION INC.  
ATTN:ACCOUNTS PAYABLE  
9612 STEWART ROAD  
MISSION TX 78573 USA

**SHIP-TO:**

REIM CONSTRUCTION  
CITY OF ROMA  
ROMA TX 78584-5817 USA

Valero Capital Corporation will draft your account on the payment due date.  
Due date information is shown at the bottom of the invoice.

CONSIGNEE: 279724  
CARRIER: 2502075 TROUT TRUCKING CO., INC  
TRUCK/RAILCAR: 105  
BOL: 88621  
BOL DATE/TIME: 09/22/2023 03:08:00  
PLANT: B462 VMSC ASP - Corpus Christi, TX  
TERMS OF DELIV: FCA Plant

**NOTE:**

PRICING ELEMENT	PRICE	QTY	UOM	DEFERRED TAX	BILLED
MC30 ASPHALT RACK SALES					
BASE PRODUCT PRICE	850.000000	17.840	STO		15,164.00
MC30 Asphalt Rack Sales					
<b>TERMS: EFT 2% 10 DAYS AFTER INV DATE</b>					
			Up to 10/06/2023 without deduction, pay		15,164.00
			Product Discount		303.28-
			Up to 10/06/2023 with an 2.000 % discount, pay		14,860.72

Draft will occur on the due date or closest business day (I.E. Due SAT>draft FRI; due SUN>draft MON). State deferred taxes drafted on due date or next business day. Federal deferred taxes drafted on due date or last business day prior to due date.

Material description  
MC30 Asphalt Rack Sales

Reference code  
MC30

Contract Reference

*STB* ENTERED

Vendor \_\_\_\_\_  
 Job# \_\_\_\_\_ 2005  
 Account \_\_\_\_\_ 5001  
 Equipment \_\_\_\_\_  
 Cost Code/Type \_\_\_\_\_ 1  
 Approval \_\_\_\_\_ MNZ

\*\*\* In order to serve you better, please indicate the complete invoice number on your remittance advice. \*\*\*

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Driveway Asphalt 3

UPPER VALLEY MATERIALS, L.L.C.

3609 WEST PALMA VISTA DRIVE

Invoice

Date	Invoice #
2/8/2023	785934

Bill To
REIM CONSTRUCTION 9612 N STEWART RD MISSION, TX 78573

Ship To
3 MILE LINE, FM 492 TO TOM GIL MISSION, TX

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	NET 10TH OF NEX...	02-SB	2/8/2023			3 MIB LINE, FM 492 TO TO...
Quantity	Item Code	Description		U/M	Price Each	Amount
7	ASPHALT PENI...	ASPHALT PENITAS-TYPE AC RIVER ROCK			75.00	525.00 0.00
					<b>Total</b>	\$525.00

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS §  
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For A  
Surface Transportation Program -  
Metropolitan Mobility and  
Rehabilitation Project  
(Off-System)**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, called the "Local Government."

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

**WHEREAS**, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114213, authorizing the State to undertake and complete a highway improvement generally described as the widening of Mile 3 N from Goodwin Road to Tom Gill Road to a 4 lane divided with curb and gutter section called the "Project"; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated October 13, 2015, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

## AGREEMENT

### 1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Scope of Work

The widening of Mile 3 N from Goodwin Road to Tom Gill Road to a 4 lane divided with curb and gutter section as shown on Attachment "B".

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- I. The State will not pay interest on any funds provided by the Local Government.
- J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

#### 4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

#### 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### 6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

#### 7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

Reimbursement of eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) of eligible compensable utility reimbursements. The Local Government will be responsible for one hundred percent (100%) of all utility adjustment costs exceeding the amount in Attachment C.

The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### **8. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### **9. Compliance with Texas Accessibility Standards and ADA**

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum,

CSJ # 0921-02-321  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: Mile 3 N, Goodwin Road  
to Tom Gill Road  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

#### **11. Construction Responsibilities**

- A.** The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C.** Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D.** For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

#### **12. Project Maintenance**

The **Local Government** shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

#### **13. Right of Way and Real Property**

- A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B.** If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C.** All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any

CSJ # 0921-02-321  
District # 21 - Pharr  
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displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in

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order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

**14. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	<b>State:</b>
County of Hidalgo  Attn: County Judge  PO Box 1356  Edinburg, Texas 78540	Director of Contract Services  Texas Department of Transportation  125 E. 11 <sup>th</sup> Street  Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**15. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**16. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**17. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

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**18. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**19. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**21. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

**22. Inspection of Books and Records**

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**23. Civil Rights Compliance**

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**24. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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## 26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than

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\$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
  - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

Ramon Garcia  
Signature

Ramon Garcia  
Typed or Printed Name

County Judge  
Title

10/19/15  
Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/13/15 *MA*

**THE STATE OF TEXAS**

  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

11/09/15  
Date

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**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

**SPECIAL MEETING - October 13, 2015**

**BE IT REMEMBERED, that on this 13th day of October A.D., 2015, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE A.C. CUELLAR, JR.	COMMISSIONER, PRECINCT NO. 1
HONORABLE EDUARDO "EDDIE" CANTU	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

**DATE** October 26, 2015  
**A true copy I certify**  
**ARTURO GUAJARDO, JR.**  
**County Clerk, Hidalgo County, Texas**  
**By** Norma J. Cantu **Deputy**

October 13, 2015

- C. AI-51683 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

- D. AI-51685 Various Pct 2 Projects (1200):  
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan and the City of Alamo for Interlocal Agreements approved by Commissioners Court on 10/14/14 and 9/1/15 .

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. Approval of 2015 appropriation of funds into Various Pct 2 Project Accounts in the amount of \$2,100,000.00.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

16. Precinct #3 - Comm. Flores:

- A. AI-51638 1. Acceptance and approval on Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for Mille 3 N, from Goodwin Road to Tom Gill Road project (CSJ # 0921-02-321).

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

2. Authority for County Judge to sign Advance Funding Agreement.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Court proceeded to Item 17.B.

17. Precinct #4 - Comm. Palacios:

October 13, 2015

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 13th day of October, 2015

ARTURO GUAJARDO, JR., County Clerk  
Hidalgo County, Texas

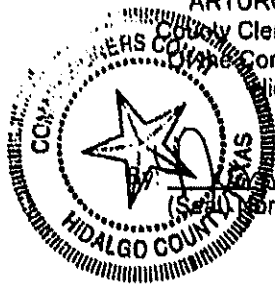
By: Norma G. Cantu  
Norma G. Cantu, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on OCTOBER 13, 2015.

Signed this 13th day of OCTOBER 2015

ATTEST:

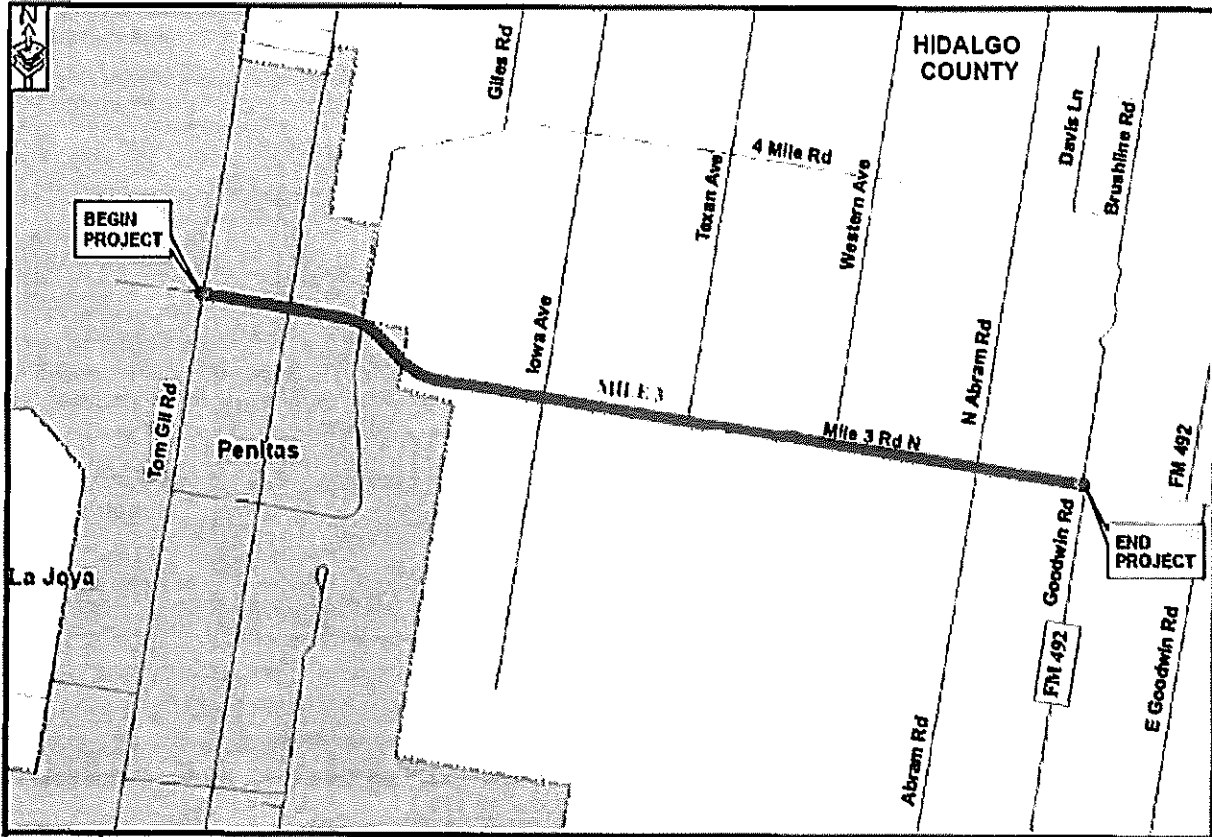
ARTURO GUAJARDO, JR.  
County Clerk and Ex-Officio Clerk  
Commissioners' Court of  
Hidalgo County



Norma G. Cantu  
(Seal) Norma G. Cantu, Deputy

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**ATTACHMENT B**  
**LOCATION MAP SHOWING PROJECT**



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## ATTACHMENT C PROJECT BUDGET

This project has received a total of \$12,613,675 in Category 7, Metropolitan Mobility funds and Category 12, Surface Transportation Program Metropolitan Mobility (Category 7 Reconciliation funds). Category 7 and Category 12 (Cat 7 Reconciliation) funds are for Right of Way (ROW), utilities, construction, and construction engineering, considering a 93% Economically Disadvantaged County Program reduction to the project's construction costs and construction engineering, the federal share is 80%, the state share is 18.6% and the local government share is 1.4% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation			
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	
Preliminary Engineering (by LG)	\$ 436,400	0%	\$ 0	0%	0%	\$ 0	100%	100%	\$ 436,400	
Right of Way – Off System (by LG) Cat 7	\$ 963,624	80%	\$ 770,899	0%	0%	\$ 0	20%	20%	\$ 192,725	
Utilities (by LG) Cat 7	\$ 223,130	80%	\$ 178,504	0%	0%	\$ 0	20%	20%	\$ 44,626	
Construction (by LG) Cat 7	\$ 9,889,615	80%	\$ 7,911,692	0%	18.6%	\$ 1,839,468	20%	1.4%	\$ 138,455	
Cat 12	\$ 400,000	80%	\$ 320,000	0%	18.6%	\$ 74,400	20%	1.4%	\$ 5,600	
Construction Engineering (by LG) Cat.7	\$ 1,137,306	80%	\$ 909,845	0%	18.6%	\$ 211,539	20%	1.4%	\$ 15,922	
<b>Subtotal</b>	<b>\$ 13,050,075</b>		<b>\$ 10,090,940</b>			<b>\$ 2,125,407</b>			<b>\$ 833,728</b>	
Direct State Cost for Prelim. Engineering \$150,000	Environm. Direct State Costs (30%)	\$ 45,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 45,000
	Right of Way Direct State Costs (10%)	\$ 15,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 15,000
	Engineer. Direct State Costs (50%)	\$ 75,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 75,000
	Utility Direct State Costs (10%)	\$ 15,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 15,000
ROW Direct State Costs (Division review and oversight)	\$ 82,500	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 82,500	
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7	\$ 211,600	80%	\$ 169,280	0%	18.6%	\$ 39,358	20%	1.4%	\$ 2,962	
Indirect State Costs (6.2%)	\$ 656,060	0%	\$ 0	100%	0%	\$ 656,060	0%	0%	\$ 0	
<b>Subtotal</b>	<b>\$ 1,100,160</b>		<b>\$ 169,280</b>			<b>\$ 695,418</b>			<b>\$ 235,462</b>	
<b>TOTAL</b>	<b>\$ 14,150,235</b>		<b>\$10,260,220</b>			<b>\$ 2,820,825</b>			<b>\$ 1,069,190</b>	

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Initial payment by the Local Government to the State: \$ 232,500  
Payment by the Local Government to the State before construction: \$ 2,962  
Estimated total payment by the Local Government to the State: \$ 235,462

**This is an estimate. The final amount of Local Government participation will be based on actual costs.**

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Federal Highway Administration  
CFDA Title: **Highway Planning and  
Construction**  
CFDA No.: 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
AMENDMENT # 1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the **County of Hidalgo** acting by and through its duly authorized officials, called the Local Government.

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed a contract on the 9th day of November, 2015 to effectuate their agreement for the widening of Mile 3 N from Goodwin Road to Tom Gill Road to a 4 lane divided with curb and gutter section; and,

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**AGREEMENT**

**1. Description of Amended Items**

**Article 3. Local Project Sources and Uses of Funds is deleted in its entirety and replaced with:**

**3. Local Project Sources and Uses of Funds**

**A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work

performed under its direction or control before the federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E.** The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- F.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.
- H.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

- I. The State will not pay interest on any funds provided by the Local Government.
- J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

**Article 11. Construction Responsibilities is deleted in its entirety and replaced with:**

**11. Construction Responsibilities**

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the

award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**Article 20. Cost Principles is deleted in its entirety and replaced with:**

**20. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**Article 23. Civil Rights Compliance is deleted in its entirety and replaced with:**

**23. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local

Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**Article 28. Federal Funding Accountability and Transparency Act Requirements is deleted in its entirety and replaced with:**

**28. Federal Funding Accountability and Transparency Act Requirements**

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**Article 29. Single Audit Report is deleted in its entirety and replaced with:**

**29. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

**Article 30. Pertinent Non-Discrimination Authorities is added to the contract as follows:**

**30. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**Article 30. Signatory Warranty is deleted in its entirety and replaced with:**

**31. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Attachment C "Project Budget" is deleted in its entirety and replaced with Attachment C-1 "Project Budget", which is attached to this amendment.

The Category 7 Metropolitan Mobility funds and Category 12 Surface Transportation Program Metropolitan Mobility (Category 7 Reconciliation) funds for construction, construction engineering, and construction direct state costs and ROW are being increased from \$12,825,275 to \$17,213,674, a total increase of \$4,388,399.

All other provisions of the original contract are unchanged and remain in full force and effect.

CSJ # 0921-02-321  
RCSJ# 0921-02-344  
District # 21 - Pharr  
Code Chart 64 # 50109  
Project: **Mile 3 N, Goodwin Road  
to Tom Gill Road**  
Federal Highway Administration  
CFDA Title: Highway Planning and  
Construction  
CFDA No.: 20.205  
Not Research and Development

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

Ramon Garcia  
Signature

Ramon Garcia  
Typed or Printed Name

County Judge  
Title

10/17/17  
Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: 10/17/17

**THE STATE OF TEXAS**

[Signature]

Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

10/31/17  
Date

CSJ # 0921-02-321  
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### ATTACHMENT C-1 PROJECT BUDGET

This project has received a total of \$17,213,674 in Category 7, Metropolitan Mobility funds and Category 12, Surface Transportation Program Metropolitan Mobility (Category 7 Reconciliation funds). Category 7 and Category 12 (Cat 7 Reconciliation) funds are for Right of Way (ROW), utilities, construction, and construction engineering, considering a 93% Economically Disadvantaged County Program reduction to the project's construction costs and construction engineering, the federal share is 80%, the state share is 18.6% and the local government share is 1.4% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation			
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	
Preliminary Engineering (by LG)	\$ 436,400	0%	\$ 0	0%	0%	\$ 0	100%	100%	\$ 436,400	
Right of Way – Off System (by LG) Cat 7	\$ 983,824	80%	\$ 770,899	0%	0%	\$ 0	20%	20%	\$ 192,725	
Utilities (by LG) Cat 7	\$ 223,130	80%	\$ 178,504	0%	0%	\$ 0	20%	20%	\$ 44,626	
Construction (by LG) Cat 7	\$ 13,989,614	80%	\$ 11,191,691	0%	18.6%	\$ 2,602,068	20%	1.4%	\$ 195,855	
Cat 12	\$ 400,000	80%	\$ 320,000	0%	18.6%	\$ 74,400	20%	1.4%	\$ 5,600	
Construction Engineering (by LG) Cat.7	\$ 1,341,392	80%	\$ 1,073,114	0%	18.6%	\$ 249,499	20%	1.4%	\$ 18,779	
<b>Subtotal</b>	<b>\$ 17,354,160</b>		<b>\$ 13,534,208</b>			<b>\$ 2,925,967</b>			<b>\$ 893,985</b>	
Direct State Cost for Prelim. Engineering \$150,000	Environm. Direct State Costs (30%)	\$ 45,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 45,000
	Right of Way Direct State Costs (10%)	\$ 15,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 15,000
	Engineer. Direct State Costs (50%)	\$ 75,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 75,000
	Utility Direct State Costs (10%)	\$ 15,000	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 15,000
ROW Direct State Costs (Division review and oversight)	\$ 82,500	0%	\$ 0	0%	0%	\$ 0	0%	100%	\$ 82,500	
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7	\$ 295,914	80%	\$ 236,731	0%	18.6%	\$ 55,040	20%	1.4%	\$ 4,143	
Indirect State Costs (6.2%)	\$ 656,060	0%	\$ 0	100%	0%	\$ 656,060	0%	0%	\$ 0	
<b>Subtotal</b>	<b>\$ 1,184,474</b>		<b>\$ 236,731</b>			<b>\$ 711,100</b>			<b>\$ 236,643</b>	
<b>TOTAL</b>	<b>\$ 18,538,634</b>		<b>\$ 13,770,939</b>			<b>\$ 3,637,067</b>			<b>\$ 1,130,628</b>	

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Initial payment by the Local Government to the State:	\$ 232,500
Payment by the Local Government to the State before construction:	<u>\$ 4,143</u>
Estimated total payment by the Local Government to the State:	\$ 236,643

**This is an estimate. The final amount of Local Government participation will be based on actual costs.**