

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 27th day of June 2018, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

DIRECTOR

MICHAEL SCAIEF
DIRECTOR

HORACIO BARRERA
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

DIRECTOR

RUBEN GALLEGOS, JR.
ABSENT

DR. MARIA VILLEGAS, M.D.
ABSENT

=====

The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 22nd day of June 2018 at 2:18 P.M.



AGENDA

**Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

June 27, 2018

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately.

- A. Consideration and Approval of the Minutes for:

June 15, 2018 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

3. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of the Financial Statements for the Month of April 2018.

- C. Consideration and Approval of Contract with Foremost Paving, Inc. for the Veterans International Bridge at Los Tomates FAST Lane Expansion Project.

- D. Consideration and Approval of Change Order Number 1 with Foremost Paving, Inc. for the Veterans International Bridge at Los Tomates FAST Lane Expansion Project.

- E. Consideration and Approval of Change Order Number 5 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.

EXECUTIVE SESSION:

4. Executive Session.

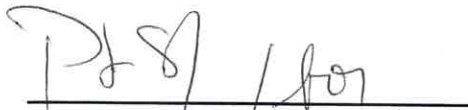
- A. Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- B. Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- C. Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

5. Action Relative to Executive Session.

- A. Possible Action.**
- B. Possible Action.**
- C. Possible Action.**

ADJOURNMENT:

Signed this 22 day of June 2018.


Frank Parker, Jr.
Chairman

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jun 22, 2018 at 02:18P

Document Number: 00000299

By
Amanda Barbosa
Sylvia Garza-Perez, County Clerk
Cameron County

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

2-A Consideration and Approval of the Minutes for:

June 15, 2018 – Special Meeting.

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item.

Director Esparza moved to approve the minutes for June 15, 2018 Special Meeting. The motion was seconded by Director Lopez and carried unanimously.

ACTION ITEMS

3-A Approval of Claims.

The attached claims were presented to the Board of Directors for approval.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims and presented into the record.

Director Scaief moved to approve the Claims as presented. The motion was seconded by Director Lopez and carried as unanimously.

The Claims are as follows:

NOTE: Director Barrera arrived to the meeting at 12:04 P.M.

3-B Consideration and Approval of the Financial Statements for the month of April 2018.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for April 2018 and presented them into the record.

Director Scaief moved to approve the Financial Statements as presented. The motion was seconded by Director Esparza and carried unanimously.

The Financial Statements are as follows:

3-C Consideration and Approval of Contract with Foremost Paving, Inc. for the Veterans International Bridge at Los Tomates FAST lane Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and stated that the Cameron County Commissioners Court had considered and approved the additional funding to continue with the full scope of the project. Mr. Sepulveda further stated that there will be some modifications to some of the bid items and so the price will be reduced accordingly. In addition to those items Mr. Sepulveda said that Staff would be meeting with CBP and GSA to modify some of the existing gates which will result in further savings. Staff recommended approval as presented. Mr. Sepulveda stated that Legal Counsel David Irwin had prepared the contract and that the Contractor, Foremost Paving, Inc. had approved and executed the Contract. Staff recommended approval of the Contract.

Secretary Barrera moved to approve the Contract with Foremost Paving, Inc. for the Veterans International Bridge at Los Tomates FAST Lane Expansion Project. The motion was seconded by Director Scaief and carried unanimously.

The Contract is as follows:

3-D Consideration and Approval of Change Order Number 1 with Foremost Paving, Inc. for the Veterans International Bridge at Los Tomates FAST Lane Expansion Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over Change Order Number 1 with the Board and advised the Board the Contractor, GSA and CBP were all good with the proposed changes. The change order will result in a decrease to the low bid and Contract price of -\$63,368.00. Mr. Sepulveda recommended approval of Change Order Number 1 and stated that there were other items pending discussion with the Contractor and CBP and that would lower the price even more, but would be treated in a separate change order.

Secretary Barrera moved to approve Change Order Number 1 with Foremost Paving, Inc. The motion was seconded by Director Scaief and carried unanimously.

3-E Consideration and Approval of Change Order Number 5 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the items included in Change Order Number 5 which include installation of guard rail from the South Direct Connector to the toll gantry. Staff recommended approval of Change Order Number 5.

Director Scaief moved to approve Change Order Number 5. The motion was seconded by Secretary Barrera and carried unanimously.

The Change Order is as follows:

EXECUTIVE SESSION ITEMS

Director Esparza moved to go into Executive Session at 12:24 PM. The motion was seconded by Secretary Barrera and carried unanimously.

- 4-A Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**
- 4-B Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**
- 4-C Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to come back into open session at 12:47 PM. The motion was seconded by Secretary Barrera and carried unanimously.

NOTE: Director Scaief left the meeting at 12:47 P.M.

ACTION RELATIVE TO EXECUTIVE SESSION

- 5-A Confer with Legal Counsel regarding potential collaborative relationship with the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Secretary Barrera and carried unanimously.

- 5-B Confer with Legal Counsel regarding potential collaborative relationship with the Central Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Secretary Barrera and carried unanimously.

- 5-C Confer with Legal Counsel regarding potential collaborative relationship with the Northeast Texas Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071 (2).**

Director Esparza moved to acknowledge report of Counsel. The motion was seconded by Secretary Barrera and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Secretary Barrera and carried unanimously the meeting was **ADJOURNED** at 12:48 P.M.

APPROVED this 9th day of August 2018.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
HORACIO BARRERA, SECRETARY

3-A APPROVAL OF CLAIMS.



Claims for Consideration and Approval
100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX June 2018	1,175.04	CC Monthly office purchases for June 2018	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	25717181	291.71	Utilities for Admin offices Ste 4 & 5	Indirect	Y	Local	Ope
Gexa Energy	Gexa Energy, LP	25718025	251.70	Utilities for Admin Offices Ste 5&7	Indirect	Y	Local	Ope
Staples Credit	Staples Credit Plan	Staples June 2018	845.32	Office Supplies Monthly Purchase with Staples	Indirect	Y	Local	Ope
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2018-07	4,584.88	Employee Health Insurance for July 2018	Indirect	Y	Local	Ope
TxDot - Construction	Texas Department of Transportation - Construction Division	CST00001215-R	<u>331.72</u>	SH550 prestressed concrete sheet and elastomeric bearings re	SH 550	Y	Local	Ope
Report Total			<u>7,480.37</u>					

Claims for Consideration and Approval
525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	American Express	AMEX June 2018	10,339.00	CC Monthly office purchases for June 2018	Indirect	Y	Local	Tolls
Emp Luis Perez	Luis Perez	LP 6.21.18	21.26	CSR travel reimbursement for deposits	Indirect	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	25737281	267.85	Utilities on SH 550 FM1847 and DC	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	25737281-2	294.71	Utilities on SH 550 FM1847 and DC	FM1847 - SH550	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	25737345	170.47	Utilities on SH550 Gap I-DC	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy	Gexa Energy, LP	June 2018	393.86	Utilities for Tolls Office	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	800	1,696.72	Civil work for Pharr Bridge Project	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Ruben Ibanez	Ruben Ibanez	900	2,636.50	Pharr Bridge Civil Work from 6.19-6.22	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Staples Credit	Staples Credit Plan	Staples June 2018	748.24	Office Supplies Monthly Purchase with Staples	Indirect	Y	Local	Tolls
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2018-07	4,029.42	Employee Health Insurance for July 2018	Indirect	Y	Local	Tolls
TollPlus LLC	TollPlus LLC	O18017	<u>300,000.00</u>	BOS Enhancements Milestone #2 for Pharr	Pharr-Reynosa Intl Bridge	Y	Pharr	Bonds
Report Total			<u>320,598.03</u>					



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement 6.21.18

100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AFLAC	Aflac	972472	246.21	Employee Supplemental Insurance May & June 2018	Indirect	Y	Local	Ope
Cameron County	Cameron County	100	4,022.00	Fiscal agent fees paid by CC in 2013, reimbursement for CC	Indirect	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document	1942492	112.50	Document Shredding monthly fee	Indirect	Y	Local	
Mark Iglesias	Mark Iglesias	MI 6.6.18	865.29	Env Program Manager reimbursement for TxDOT meeting in Austin regarding Stream and Wetland Mitigation Peer	Indirect	Y	Local	Ope
The Rentrfrro Law Fir	Rentrfro, Irwin, & Irwin, P.L.L.C	023283	3,626.00	Legal Service Consultation for May 2018	Indirect	Y	Local	Ope
The Rentrfrro Law Fir	Rentrfro, Irwin, & Irwin, P.L.L.C	023284	1,176.00	Legal Service Consultation for May 2018	West Rail Relocation	Y	Local	Ope
The Rentrfrro Law Fir	Rentrfro, Irwin, & Irwin, P.L.L.C	023285	240.00	Legal Service Consultation for May 2018	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	May 2018-7806	36.06	Water utilities for admin offices for May	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	May 2018-8005	34.55	Water utilities for admin offices for May	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	May 2018-8105	35.68	Water utilities for admin offices for May	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	May 2018-8406	48.12	Water utilities for admin offices for May	Indirect	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7697488933	<u>106.57</u>	Hotspot services	Indirect	Y	Local	Ope
Report Total			<u>10,548.98</u>					

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement 6.21.18

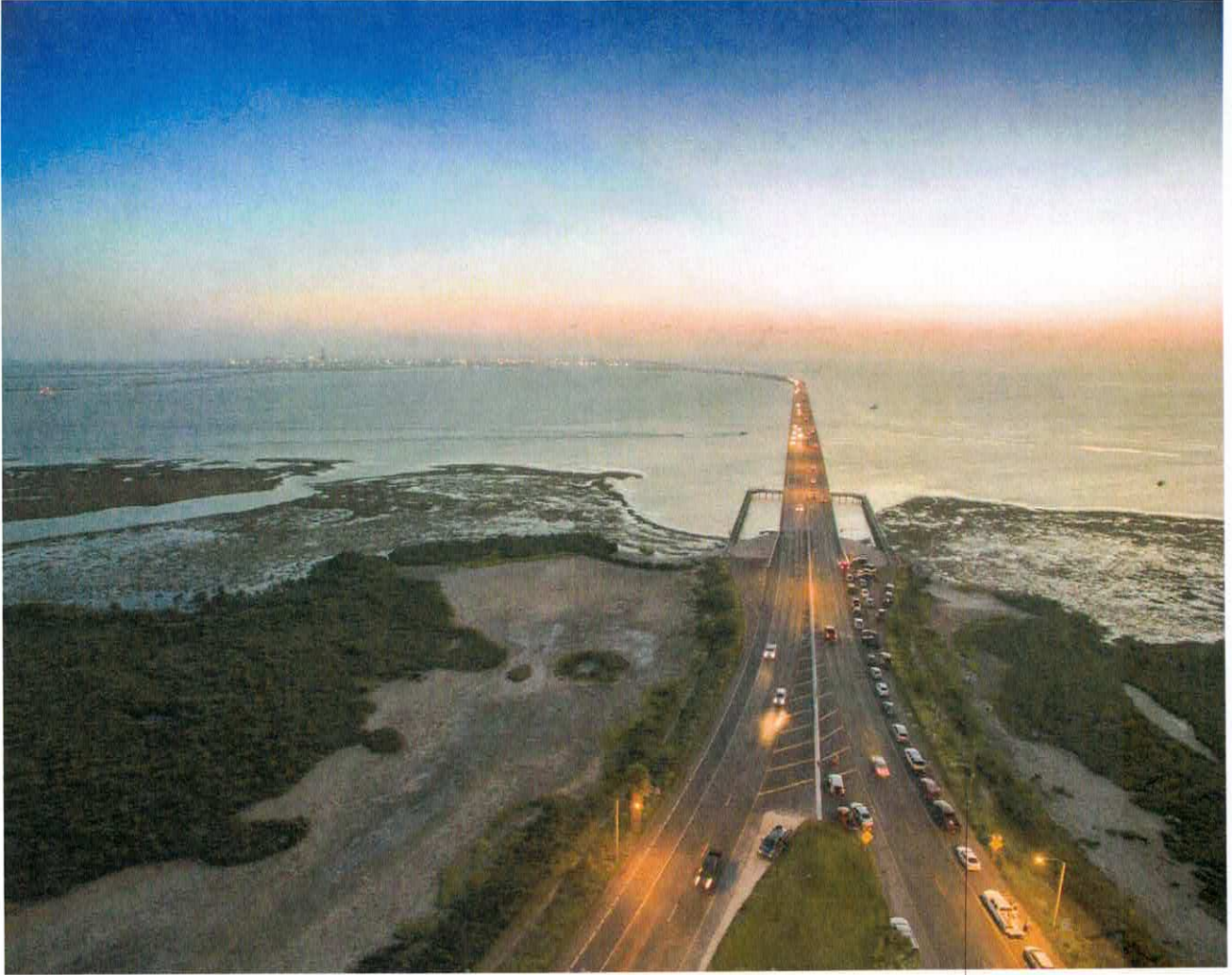
525 - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Daniel Huerta	Daniel Huerta	SD DH 6.12.18	315.00	Road Closure for SH 550 Maintenance	Indirect	Y	Local	Merch
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 6.12.18	236.96	IT Support reimbursement for rental equipment for SH550 Maintenance	Indirect	Y	Local	Merch
LexisNexis	LexisNexis Risk Solutions FL	1546392-20180531	201.58	Pre-court program fee for May 2018	Indirect	Y	Local	Merch
PUB	Public Utilities Board	June 2018	251.87	Utilities for SH 550 Port Spur for June 2018	Port Spur - SH550	Y	Local	Merch
Rio Storage BRN, LLC	Rio Storage BRN	July 2018	174.00	Tolls Storage Rent for July 2017	Indirect	Y	Local	Merch
Ruben Ibanez	Ruben Ibanez	700	879.29	Tolls office repairs and SH 550	Indirect	Y	Local	Merch
SD Jorge Marquez	Jorge J. Marquez	SD JM 6.12.18	315.00	Road Closure for SH 550 Maintenance	Indirect	Y	Local	Merch
Time Warner Cable	Time Warner Cable Business	0121858060118	1,839.09	Phone and Internet services	Indirect	Y	Local	Merch
TxDOT Construction	Texas Department of	CST00001367	546.09	TxDOT Large Roadside Sign Supports for	SH 550	Y	Local	Merch
US Post Master	US Post Master	USPS 6.13.18	115.00	Purchase of International Stamps	Indirect	Y	Local	Merch
US Post Master	US Post Master	USPS 6.19.18	15,000.00	Replenishment for mailing account	Indirect	Y	Local	Merch
VMUD	Valley Municipal Utility District	May 2018-6802	<u>42.09</u>	Water utilities for tolls office for May 2018	Indirect	Y	Local	Merch
Report Total			<u>19,915.97</u>					

**3-B CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS FOR THE MONTH OF APRIL 2018.**

CCRMA

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



APRIL 2018 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS ADRIAN RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER

CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included in Report

From 4/1/2018 Trough 4/30/2018

(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	289,300	1,816,520	3,150,000	(1,333,480)
TRZ revenue	0	0	275,000	(275,000)
Other revenue	0	3,842,825	7,844,000	(4,001,175)
Total Operating Revenues	<u>289,300</u>	<u>5,659,345</u>	<u>11,269,000</u>	<u>(5,609,655)</u>
Operating Expenses				
Personnel costs	58,189	453,832	599,809	145,977
Professional services	36,227	84,791	195,000	110,209
Contractual services	6,854	36,129	350,000	313,871
Debt interest	0	707,655	2,214,953	1,507,299
Debt Interest -LOC	5,825	22,150	26,562	4,412
Advertising & marketing	7,375	17,887	25,000	7,113
Data processing	2,451	7,880	10,000	2,120
Dues & memberships	100	1,670	20,000	18,330
Education & training	20	1,200	8,000	6,800
Fiscal agent fees	1,425	4,499	45,000	40,501
Insurance	166	4,218	5,000	782
Maintenance & repairs	300	1,935	10,000	8,065
Office supplies	4,427	20,072	36,000	15,928
Rent	4,018	25,575	42,000	16,425
Travel	1,339	14,999	25,000	10,001
Utilities	1,000	4,936	8,000	3,064
Other expenses	0	0	5,000	5,000
Total Operating Expenses	<u>129,716</u>	<u>1,409,427</u>	<u>3,625,324</u>	<u>2,215,897</u>
Non Operating Revenue				
Interest income	1,527	13,862	15,000	(1,138)
Other Financing sources	0	33,823	50,000	(16,177)
Total Non Operating Revenue	<u>1,527</u>	<u>47,685</u>	<u>65,000</u>	<u>(17,315)</u>
Changes in Net Assets	<u>161,112</u>	<u>4,297,603</u>	<u>7,708,676</u>	<u>(3,411,073)</u>
Net Assets Beginning of Year	<u>4,136,491</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net Assets End of Year	<u>4,297,603</u>	<u>4,297,603</u>	<u>7,708,676</u>	<u>(3,411,073)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report
From 4/1/2018 Through 4/30/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues					
	<u>150,015.07</u>	<u>1,133,066.36</u>	<u>1,390,800.00</u>	<u>(257,733.64)</u>	<u>195,788.02</u>
Total TPS Revenues	150,015.07	1,133,066.36	1,390,800.00	(257,733.64)	195,788.02
Interop Revenues					
Interop Revenue	64,325.42	380,383.84	589,000.00	(208,616.16)	334,218.93
Bridge Interoperability	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>(15,000.00)</u>	<u>0.00</u>
Total Interop Revenues	64,325.42	380,383.84	604,000.00	(223,616.16)	334,218.93
Revenue from Toll Collections					
Collections P1	<u>7,978.62</u>	<u>7,978.62</u>	<u>0.00</u>	<u>7,978.62</u>	<u>0.00</u>
Total Toll Operating Revenues	<u>222,319.11</u>	<u>1,521,428.82</u>	<u>1,994,800.00</u>	<u>(473,371.18)</u>	<u>530,006.95</u>
Toll Operating Expenses					
Personnel Costs	36,050.41	272,436.51	525,131.00	252,694.49	116,338.71
Advertising & Marketing	3,500.00	16,627.33	60,000.00	43,372.67	30,936.07
Contractual	0.00	0.00	10,000.00	10,000.00	13,519.97
Legal Expense	0.00	2,040.00	30,000.00	27,960.00	27,840.00
Dues & Memberships	0.00	3,776.16	5,000.00	1,223.84	2,995.46
Education & Training	0.00	1,057.00	6,000.00	4,943.00	1,812.36
2012 Bond Interest	0.00	641,500.00	1,283,000.00	641,500.00	0.00
Maintenance & Repairs	2,220.00	10,740.00	25,000.00	14,260.00	11,288.18
Maintenance - SH 550	5,554.24	39,897.48	100,000.00	60,102.52	31,894.03
Returned Bank Pmt Fees	11.00	59.00	0.00	(59.00)	48.00
Interop Collection Fees	7,248.49	43,455.35	40,000.00	(3,455.35)	22,486.18
PBM Add on Fees	0.00	547.21	5,000.00	4,452.79	17,372.88
PBM Image Review	0.00	0.00	0.00	0.00	11,539.40
PBM Pre-Court Program	201.58	1,697.73	4,000.00	2,302.27	673.55
Office Supplies	1,308.06	8,607.93	25,000.00	16,392.07	9,352.18
2014 CO Bonds	0.00	84,775.00	169,550.00	84,775.00	0.00
2015 CO Bonds Interest Expense	0.00	73,343.76	146,688.00	73,344.24	0.00
2016 Series Toll Revenue Bonds	0.00	324,850.00	649,700.00	324,850.00	0.00
Postage	0.00	79,498.35	210,000.00	130,501.65	55,539.15
Rent	1,897.59	10,568.18	25,000.00	14,431.82	7,593.28
Travel	306.87	2,885.96	12,000.00	9,114.04	6,295.75
Utilities	3,202.07	24,028.72	50,000.00	25,971.28	27,009.43
Bridge Interoperability Maintenance	0.00	0.00	2,250.00	2,250.00	0.00
Toll Road Property Insurance	14,714.00	44,273.00	80,000.00	35,727.00	47,257.75
Toll Operational Support	10,248.00	66,838.50	100,000.00	33,161.50	33,396.00
Toll System Provider Maintenance	0.00	113,032.77	168,000.00	54,967.23	92,312.50
BOS System Provider Maintenance	28,974.63	110,231.57	180,000.00	69,768.43	57,356.68
Merchant Card Services	3,203.00	22,587.91	45,000.00	22,412.09	2,892.22
Out of State DMV	<u>653.12</u>	<u>3,596.32</u>	<u>0.00</u>	<u>(3,596.32)</u>	<u>0.00</u>
Total Toll Operating Expenses	<u>119,293.06</u>	<u>2,002,951.74</u>	<u>3,956,319.00</u>	<u>1,953,367.26</u>	<u>627,749.73</u>
Changes in Net Assets	<u>103026.05</u>	<u>(481522.92)</u>	<u>(1961519.00)</u>	<u>1479996.08</u>	<u>(97742.78)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
 Combined Statement of Revenues Expenses - Unposted Transactions Included In Report
 From 4/1/2018 Through 4/30/2018

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	289,300.00	1,816,520.00	3,150,000.00	(1,333,480.00)	1,754,570.00
Toll revenues	378,650.01	2,815,855.60	2,004,000.00	811,855.60	1,243,962.12
TRZ revenue	0.00	0.00	275,000.00	(275,000.00)	0.00
Other revenue	0.00	3,842,825.14	10,177,938.00	(6,335,112.86)	165,973.20
Total Operating Revenues	<u>667,950.01</u>	<u>8,475,200.74</u>	<u>15,606,938.00</u>	<u>(7,131,737.26)</u>	<u>3,164,505.32</u>
Operating Expenses					
Personnel costs	94,239.63	726,268.55	1,124,940.00	398,671.45	522,355.17
Accounting software and services	402.00	2,466.00	10,000.00	7,534.00	0.00
Professional services	35,824.72	82,324.72	185,000.00	102,675.28	162,256.00
Contractual services	6,853.80	38,168.76	390,000.00	351,831.24	135,659.18
Debt interest	0.00	1,832,123.26	4,463,891.00	2,631,767.74	1,644,110.07
Advertising & marketing	10,875.00	34,513.90	85,000.00	50,486.10	32,562.18
Data processing	2,451.37	7,879.89	10,000.00	2,120.11	2,327.52
Dues & memberships	100.00	5,446.16	25,000.00	19,553.84	4,860.46
Education & training	20.00	2,257.37	14,000.00	11,742.63	2,210.36
Fiscal agent fees	1,425.00	4,498.66	45,000.00	40,501.34	8,836.00
Insurance	14,879.50	48,491.00	85,000.00	36,509.00	49,246.13
Maintenance & repairs	2,520.00	12,675.00	35,000.00	22,325.00	13,178.18
Office supplies	11,560.44	130,328.72	297,562.00	167,233.28	81,047.94
Road maintenance	37,731.87	285,749.73	495,250.00	209,500.27	184,455.43
Rent	5,915.48	36,143.41	67,000.00	30,856.59	21,674.84
Toll services	18,362.19	116,194.11	149,000.00	32,805.89	85,516.01
Travel	1,645.62	17,885.25	37,000.00	19,114.75	18,042.25
Utilities	4,202.01	28,964.26	58,000.00	29,035.74	30,370.06
Other expenses	0.00	0.00	5,000.00	5,000.00	0.00
Total Operating Expenses	<u>249,008.63</u>	<u>3,412,378.75</u>	<u>7,581,643.00</u>	<u>4,169,264.25</u>	<u>2,998,707.78</u>
Non Operating Revenue					
Interest income	1,527.08	13,862.16	15,000.00	(1,137.84)	4,262.27
Other Financing sources	0.00	56,550.21	50,000.00	6,550.21	0.00
Total Non Operating Revenue	<u>1,527.08</u>	<u>70,412.37</u>	<u>65,000.00</u>	<u>5,412.37</u>	<u>4,262.27</u>
Changes in Net Assets	<u>420,468.46</u>	<u>5,133,234.36</u>	<u>8,090,295.00</u>	<u>(2,957,060.64)</u>	<u>170,059.81</u>
Net Assets Beginning of Year	<u>4,712,765.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Assets End of Year	<u>5,133,234.36</u>	<u>5,133,234.36</u>	<u>8,090,295.00</u>	<u>(2,957,060.64)</u>	<u>170,059.81</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Summarized - Unposted Transactions Included In Report
From 4/1/2018 Through 4/30/2018

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	28,028	1,250,000	1,221,972
Outer Parkway	0	166,276	1,500,000	1,333,724
FM 1925	0	0	125,000	125,000
West Rail Relocation	277	340,841	500,000	159,159
SH 550	14,210	2,936,486	8,350,000	5,413,514
SH 32 (East Loop)	0	59,130	5,000,000	4,940,870
Port Connector - SH32	0	53,408	0	(53,408)
Port Isabel Access Rd	0	0	50,000	50,000
Spur 54 Project	0	16,834	15,000	(1,834)
CC- Veterans Bridge	2,258	185,040	0	(185,040)
CC - Old ALice Road	803	803	0	(803)
Pharr-Reynosa Intl Bridge	7,056	333,625	0	(333,625)
Toll Equipment & Operational	<u>5,712</u>	<u>11,928</u>	<u>1,450,000</u>	<u>1,438,072</u>
Total Capital Projects	<u>30,315</u>	<u>4,132,399</u>	<u>18,240,000</u>	<u>14,107,601</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 4/30/2018
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	1,758,598
Restricted cash accounts - debt service	6,387,355
Accounts receivable	
TPS Accounts Receivable	1,462,899
TPS RBP Accounts Receivable	148,411
Vehicle Registration Fees - Receivable	<u>1,107,336</u>
Total Accounts receivable	2,718,647
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	53,625
Due from Other Agencies	<u>763,579</u>
Total Accounts receivable - other agencies	817,205
Prepaid expenses	<u>10,378</u>
Total Current Assets:	11,692,181
Non Current Assets:	
Capital assets, net	100,932,829
Capital projects in progress	28,347,262
Redevelopment Assets/Other Agencies	
Other Assets	47,382,303
CC FAST Lanes Project Veterans Bridge	121,470
CC Primary Lanes Veterans Bridge	58,981
Pharr Reynosa Intl Bridge Project	<u>325,225</u>
Total Redevelopment Assets/Other Agencies	47,887,979
Unamortized bond prepaid costs	<u>114,104</u>
Total Non Current Assets:	177,282,174
Other	
Deferred Outflows - Differences between expected & actual	47,251
Deferred Outflow - Changes of Assumption	1,086
Deferred Outflows - Net difference projected & actual	7,703
Deferred Outflows - Contributions and measurement date	48,656
Other	<u>1,428</u>
Total Other	<u>106,124</u>
Total ASSETS	<u>189,080,479</u>
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	74,881
AP - Project Exenditures	<u>303,938</u>
Total Accounts payable	378,819
Accrued expenses	429,519
Payroll liabilities	2,005
Line of Credit	
Line of Credit - TRB	<u>952,836</u>
Total Line of Credit	952,836
Deferred revenue	<u>5,204</u>
Total Current Liabilities	1,768,383

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 4/30/2018
(In Whole Numbers)

	<u>Current Year</u>
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Entity's	2,014,428
Union Pacific - West Rail Project	31,086,807
Union Pacific - Olmito Switchyard	9,919,811
Pharr-Reynosa Project- Accumulation	583,293
Cameron County POV Expansion Veterans	35,512
County Fast Lane Veterans Bridge	<u>96,356</u>
Total Due to other agencies	43,903,706
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>699,933</u>
Total Due to TxDot	15,936,442
Long term bond payable	<u>77,298,016</u>
Total Non Current Liabilities	137,138,164
Other	
Deferred Inflows	<u>3,826</u>
Total Other	<u>3,826</u>
Total LIABILITIES	<u>138,910,373</u>
NET POSITION	
Beginning net position	<u>45,353,103</u>
Total Beginning net position	45,353,103
Changes in net position	<u>5,076,157</u>
Total Changes in net position	<u>5,076,157</u>
Total NET POSITION	<u>50,429,261</u>
TOTAL LIABILITIES AND NET POSITION	<u>189,339,634</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 4/30/2018

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	0.00	1,394,690.00
Receipts from MSB/Interop Toll revenues	5,305.35	374,219.97
Receipts from TPS Toll Revenues	417,387.87	1,093,131.76
Receipts from Other Operating Revenues	0.00	222,918.28
Payments to Vendors	(164,104.95)	(878,272.41)
Payments to Employees	(94,299.69)	(740,790.98)
Total Cash Flows from Operating Activities	<u>164,288.58</u>	<u>1,465,896.62</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0.00	(50,589.09)
Acquisitions of Construction in Progress	(753,890.98)	(5,883,268.44)
Payments on interest	0.00	(1,603,750.59)
Payments on Bond Principal	0.00	(5,365,000.00)
Bond and Debt Proceeds	132,836.21	5,272,583.45
Proceeds related to Redevelopment Assets	995,415.59	1,922,921.81
Advances on FAA and Grant Proceeds	<u>0.00</u>	<u>5,145,341.55</u>
Total Cash Flows from Capital and Related Financing Activities	<u>374,360.82</u>	<u>(561,761.31)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>1,527.08</u>	<u>13,862.16</u>
Total Cash Flows from Investing Activities	<u>1,527.08</u>	<u>13,862.16</u>
Beginning Cash & Cash Equivalents		
	<u>7,864,930.62</u>	<u>7,487,109.63</u>
Ending Cash & Cash Equivalents	<u>8,405,107.10</u>	<u>8,405,107.10</u>

**3-C CONSIDERATION AND APPROVAL OF CONTRACT WITH FOREMOST
PAVING, INC. FOR THE VETERANS INTERNATIONAL BRIDGE AT LOS
TOMATES FAST LANE EXPANSION PROJECT.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

VETERANS INTERNATIONAL BRIDGE TRUCK LANES EXPANSION

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and Foremost Paving, Inc. (the "Contractor") is hereby entered into and agreed to as of the 15th day of June 2018, (the "Effective Date") and the parties agree to certain terms and conditions, as follows (the "Contract"):

1.0 Definitions.

- 1.1 **Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 **Contractor.** Any reference herein to the "Contractor" shall be interpreted to mean the same as Foremost Paving, Inc.
- 1.3 **The Contract.** The Contract is comprised of the Contract, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.
- 1.4 **The Contract Documents.** The Contract Documents consist of this document, the general conditions and special conditions in the bid package for Bid No. 2018-001-VET, which include, but are not limited to the Plans, Standard Specifications, Special Provisions, Special Specifications, Contract Bonds, Change Orders, Addendums, and Supplemental Agreements, and the Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- 1.5 **Provision of All Things Required.** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 1.6 **Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between Owner and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.

- 1.7 **"Include" Intended to be Encompassing.** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- 1.8 **Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.9 **Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- 2.0 **Contractor's Representations.** In order to induce the Authority to execute this Contract and recognizing that the Authority is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the Authority:
- 2.1 The Contractor is fully qualified to perform the Work. The Contractor is registered with the State of Texas, is eligible to work on Federal Projects, and is prequalified by the Texas Department of Transportation to perform the Work.
- 2.2 The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work until the Contractor's duties under this Contract have been fully satisfied.
- 2.3 The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel and financial capability to perform the Work in accordance with the terms of this Contract.
- 2.4 Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and the local conditions under which the Work is to be performed, and the Contractor has reviewed the Authority's concerns, if any, as are necessary to determine the conditions under which the Work will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.
- 2.5 The Contractor assumes full responsibility to the Authority for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Work.

3.0 Contract Time.

3.1 Notice of Commencement. After the Authority has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the Authority in its sole and absolute discretion, the Authority shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date").

3.2 Time for Completion. The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than sixty (60) Working Days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of working days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time."

3.2.1 Unless otherwise described herein, all references to "days" shall be calendar days (in the case that the last day falls on a Saturday, Sunday, or legal holiday, then the period of time shall automatically extend to include the next work day).

4.0 Contract Price.

4.1 The total not-to-exceed (NTE) value of the Contract is the amount of **EIGHT HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$858,836.00)** to be paid in accordance with the provisions herein. The Contractor exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Contractor to modify its bid by executing a Change Order.

5.0 Work.

5.1 The Contractor shall perform all Work necessary to complete the Project in accordance with this Contract.

5.2 Work Defined. The terms "Work" and "Project Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties relating to the installation of the Project under the Contract, including, without limitation, the following:

5.2.1 Construction of the whole and all parts of the Project in full and strict conformity with this Contract;

- 5.2.2 The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, and things required for the installation of the Project;
- 5.2.3 The furnishing of any required bonds and insurance as required by the Contract;
- 5.2.4 The furnishing of all warranties required by the Contract; and,
- 5.2.5 The furnishing of all other services and things required or reasonably inferable from the Contract Documents

6.0 Authority's Obligations. Pursuant to the Contract, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 6.1 The Authority shall review any documents submitted by the Contractor requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 6.2 In the event that the Authority knows of any material fault or defect in the Work, nonconformance with the Contract, or any other errors, omissions, or inconsistencies, the Authority shall give prompt notice thereof in writing to the Contractor.
- 6.3 The Authority shall provide the Contractor with access to the site and to the Work, and shall provide the Contractor with such information, existing and reasonably available, necessary to the Contractor's performance of the Contract as the Contractor may request.
- 6.4 The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations.
- 6.5 The Authority shall perform the duties set forth herein in a reasonably expeditious fashion so as to permit the orderly and timely progress of the Work.
- 6.6 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of the Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 6.7 **Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Contractor in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Contractor's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Contractor has been

paid any sums not due, then such sums shall be reimbursed by the Contractor to the Authority within two (2) Working Days of written demand by the Authority.

7.0 Billing Method.

- 7.1 To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed payment application for work previously performed for the Authority in accordance with section 10.1 herein.
- 7.2 The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.
- 7.3 The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 7.4 At a minimum, the payment application shall detail the following information:
 - 7.4.1.1 Unique payment application number
 - 7.4.1.2 Contractor's name, address, and telephone number
 - 7.4.1.3 Date of payment application and/or billing period
 - 7.4.1.4 Applicable Contract No.
 - 7.4.1.5 Applicable Purchase Order No.
 - 7.4.1.6 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
 - 7.4.1.7 Supporting documentation for the payment application
 - 7.4.1.8 Total dollar amount being currently billed
- 7.5 The Authority reserves the right to issue payments for payment applications in the form of joint checks in the event that the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

8.0 Additional Obligations of the Contractor.

- 8.1 The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 8.2 The Contractor agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.
- 8.3 The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For

the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

- 8.4** Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.

8.5 Insurance Requirements.

- 8.5.1 Indemnity.** The indemnity requirements are detailed within section 11.15 herein.

- 8.5.2 Insurances.** In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of the Contract and shall name the Authority as an "additional insured" on the following insurance coverage:

8.5.2.1 Commercial General Liability Insurance. An original certificate evidencing Commercial General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$600,000.00 each occurrence). If the policy is a "claims-made" policy, then the policy must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract.

8.5.2.2 Business Automobile Liability Insurance. Such coverage shall be a combined single limit of not less than \$600,000.

8.5.2.3 Worker's Compensation Insurance. Such coverage shall be not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the Authority must be included in the policy.

8.5.2.4 INTENTIONALLY DELETED.

8.5.2.5 By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to worker's compensation insurance. This certification includes all subcontractors. The Contractor shall pay all deductibles stated in the policy. The Contractor shall ensure that all subcontractors meet the requirements of section 4.3 of the Special Provisions

meet the requirements of section 4.3 of the Special Provisions either through the Contractor's coverage or through the subcontractors' coverage. See page U-31, section 4.3, Special Provisions.

8.5.2.6 Certificates/Endorsements. The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Contracting Officer.

8.6 Licensing. The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.

8.7 Confidentiality. The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

9.0 Changes and Extensions of Time.

9.1 Authority's Right to Order Changes. Changes in the Work under this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by the Authority without invalidating the Contract. Such changes shall be communicated by Change Order or supplemental agreement in

accordance with the Contract. The Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the Contract as modified by any Change Order or supplemental agreement.

9.2 Continuing Duty to Perform the Work and Make Payment. In the event that the parties are unable to agree on the terms of a Change Order or supplemental agreement, notwithstanding any other provision of the Contract, the Contractor shall continue to diligently perform the Work, including any change directed by the Authority through a Change Order or supplemental agreement, and shall keep thorough records of the cost of performance of such Change Order or supplemental agreement.

9.3 All Change Orders, supplemental agreements, changes requested by the Contractor, or extensions of Contract Time shall be governed by this section and the Contract. Any request for an extension of time or for an increase in the not-to-exceed amount shall be made in writing within seven (7) calendar days after the occurrence of the event that gives rise to the request. Such request shall include sufficient backup documentation for the Authority to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

10.0 Notices, Invoices, and Reports.

10.1 All notices, reports and/or invoices submitted to the Authority by the Contractor pursuant to the Contract shall be in writing and delivered to the attention of the following person representing the Authority:

**Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: PSepulveda@ccrma.org**

10.2 All notices submitted to the Contractor pursuant to the Contract shall be in writing and delivered to the attention of:

Foremost Paving, Inc.
Attention: Trey Peltier
PO Box 29
Weslaco, TX 78599
Email: tray@fpitex.com

11.0 Additional Considerations.

- 11.1 Severability.** The invalidity of any provision of the Contract, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 11.2 Applicable Laws.** THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 11.3 Non-Escalation.** The NTE value of the Contract shall remain firm with no provision for price increases during the term of the Contract subject to section 4.1 herein.
- 11.4 Funding Restrictions and Order Quantities.** The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:
- 11.4.1** Funding is not available;
 - 11.4.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
 - 11.4.3** The Authority's requirements in good faith change after award of the Contract.
- 11.5 Local State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services, whether or not they are presently known to either the Authority or the Contractor, shall be the sole responsibility of the Contractor and any costs shall be paid by Contractor to procure and provide such necessary permits.
- 11.6 Government Standards.** It is the responsibility of the Contractor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Texas law as well as ordinances or regulations of the City of Brownsville, Texas, and Cameron County, Texas) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Work on Authority Property.** If the Contractor's work under the contract involves operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is

caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

- 11.8 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.9 Subcontractors.** Unless otherwise authorizing in writing by the Authority, the Contractor may not use any subcontractors to accomplish any portion of the services described within the Contract or the Task Orders without obtaining the prior written permission of the Authority. Moreover, by signing the Contract, the Contractor is certifying to the Authority that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Texas Department of Transportation or any federal agency.
- 11.10 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 11.11 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.12 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 11.13 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 11.14 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

11.15 Indemnification.

11.15.1THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONTRACTOR TO PERFORM THE OBLIGATIONS REQUIRED BY THE CONTRACT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

11.15.2In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Contractor the consequences of which the Contractor has indemnified the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.15.3Any money due to the Contractor under and by virtue of the Contract, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

11.15.4The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of the Contract

including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

11.15.5 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

11.16 Rights in Data (Ownership and Proprietary Interest). The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Contractor pursuant to the terms of the Contract, including but not limited to, videos, reports, or other documents or information concerning the Contract.

11.17 Assignment/Transfer. The Contractor shall not assign or transfer any of its rights or interest under the Contract without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.

11.18 THE CONTRACTOR EXPRESSLY AGREES THAT: (1) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY; AND, (2) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS.

11.19 Warranty of Title. The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

11.20 Warranty of Workmanship and Materials. The Contractor warrants and guarantees to the Authority that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality free from faults and defects and in conformance with the Contract. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contractor's warranty if not remedied in accordance with the Contract. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work.

11.21 Prohibition Against Liens. The Contractor is prohibited from placing a lien on the subject property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

11.22 Bonding Requirements.

11.22.1The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

11.22.2All Bonds shall be in a form approved by the Authority except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are authorized to do business in the State of Texas and are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

11.22.3If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas, or it ceases to meet the requirements herein, the Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the provisions herein.

11.23 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS

NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 11.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

12.0 Exhibits.

12.1 The following noted documents are a part of the Contract:

12.1.1 Exhibit 1. Bid Documents for Bid No. 2018-001. A true and correct copy of the Bid Documents may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.2 Exhibit 2. Plans and Specifications for Bid No. 2018-001. A true and correct copy of the Plans and Specifications may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.3 Exhibit 3. Awarded bid for Bid No. 2018-001. A true and correct copy of the Bid may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

12.1.4 Exhibit 4. Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the Texas Department of Transportation as of November 1, 2014. A true and correct copy of the foregoing Standard Specifications may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

12.2 Subject to section 11.23, to the extent that any provisions of this Contract conflict with the provisions of the Exhibits, the more specific provision shall control.

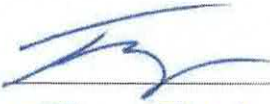
13.0 CERTIFICATIONS. Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

(Signature Page to Follow)

CONTRACTOR

Foremost Paving, Inc.

By:



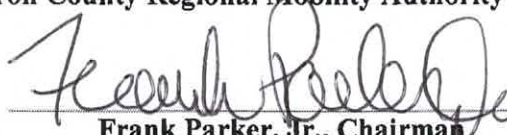
Trey P. Sley CAO
Name/Title

Date: 6-26-2018

AUTHORITY

Cameron County Regional Mobility Authority

By:



Frank Parker, Jr., Chairman

Date: 6/27/2018

3-D CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 WITH FOREMOST PAVING, INC. FOR THE VETERANS INTERNATIONAL BRIDGE AT LOS TOMATES FAST LANE EXPANSION PROJECT.

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Foremost Paving, Inc.
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Revised scope of work at the Veterans International Bridge Fast Lane Expansion Project.

CCSJ: CCRMA2018-001-V
Project: TRUCK LANES EXPA
Highway: VETERANS INTL BRI
County: Cameron
District: Pharr
Contract Number: 2018-001-VET

5. New or revised plan sheet(s) are attached and numbered: _____
- 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 _____ Date <u>06/26/18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Troy Peasley</u></p> <p>Typed/Printed Title <u>CAO</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this C.O.: <u>0</u></p> <p>Amt. added by this change order: <u>-63,368.00</u></p> <p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>
---	--

RECOMMENDED FOR EXECUTION:

Name/Title _____ Date _____

[Signature]

Pete Sepulveda, Jr. CCRMA ED 6/27/18

Name/Title _____ Date _____

Name/Title _____ Date _____

☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____

☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____

Name/Title _____ Date _____

☐ APPROVED

Engineer's Seal:

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Estimated Cost:

CCSJ: 2018-001-VET

Paid by Invoice? (☐ Yes ☐ No)

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
110-6001	EXCAVATION (ROADWAY)	CY	15.00	1,928.00	28,920.00	0.00	0.00	- 28,920.00
110-6001	EXCAVATION (ROADWAY)	CY	8.00	0.00	0.00	1,628.00	13,024.00	13,024.00
160-6003	FURNISH & PLACING TOPSOIL 4"	SY	8.00	2,178.00	17,424.00	0.00	0.00	- 17,424.00
160-6003	FURNISH & PLACING TOPSOIL 4"	SY	4.00	0.00	0.00	2,178.00	8,712.00	8,712.00
164-6036	DRILL SEEDING(PERM)(RURAL)CLA	AC	3,000.00	0.45	1,350.00	0.00	0.00	- 1,350.00
164-6042	DRILL SEEDING(TEMP)(WARM)	AC	3,000.00	0.45	1,350.00	0.00	0.00	- 1,350.00
168-6001	VEGETATIVE WATERING	MG	25.00	100.00	2,500.00	0.00	0.00	- 2,500.00
500-6001	MOBILIZATION	LS	80,000.00	1.00	80,000.00	0.00	0.00	- 80,000.00
500-6001	MOBILIZATION	LS	77,000.00	0.00	0.00	1.00	77,000.00	77,000.00
531-6001	CONC SIDEWALKS (4")	SY	80.00	249.00	19,920.00	177.00	14,160.00	- 5,760.00
550-6006	GATE (REMOVE)	EA	400.00	2.00	800.00	0.00	0.00	- 800.00
550-9001	GATE (INSTALL)(CHAIN LINK)MOTO	EA	24,000.00	2.00	48,000.00	0.00	0.00	- 48,000.00
550-9001a	REFURBISH & RE-INSTALL MOTORIZ	EA	12,000.00	0.00	0.00	2.00	24,000.00	24,000.00
TOTALS					200,264.00		136,896.00	- 63,368.00

CCSJ: 2018-001-VET

TABLE 8: Contract Items (Continued)

[illegible]

Change Request / Revised Bid Proposal

Foremost Paving, Inc.

P.O. Box 29

Weslaco, Texas 78599-0029

Contact: James Eckroat

Phone: 956-686-7819

Fax: 956-686-7824

Quote To:

Cameron County RMA

Job Name:

Vet's Bridge - Truck Lane Expansion

Brownsville, TX

Bid Date:Date of Plans:Revision Date:

June 8, 2018

Phone:Fax:Attn:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100 6001	PREPARING ROW	1.00	AC	5,000.00	5,000.00
104 6015	REMOVING CONC (SIDEWALKS)	244.00	SY	10.00	2,440.00
104 6021	REMOVING CONC (CURB)	620.00	LF	8.00	4,960.00
104 6032	REMOVING CONC (WHEELCHAIR RAMP)	7.00	SY	12.00	84.00
110 6001	EXCAVATION (ROADWAY)	1,628.00	CY	8.00	13,024.00
160 6003	FURNISHING AND PLACING TOPSOIL (4")	2,178.00	SY	4.00	8,712.00
204 6003	SPRINKLING (DUST CONTROL)	22.50	MG	100.00	2,250.00
275 6001	CEMENT	66.00	TON	165.00	10,890.00
275 6011	CEMENT TREAT(EXIST MATL)(8")	2,634.00	SY	11.00	28,974.00
310 6009	PRIME COAT (MC-30)	528.00	GAL	7.00	3,696.00
360 6006	CONC PVMT (CONT REINF - CRCP) (12")	2,603.00	SY	127.00	330,581.00
416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	80.00	LF	175.00	14,000.00
432 6001	RIPRAP (CONC)(4 IN)	1.50	CY	1,500.00	2,250.00
432 6006	RIPRAP (CONC)(CL B)	3.50	CY	1,500.00	5,250.00
464 6005	RC PIPE (CL III)(24 IN)	181.00	LF	100.00	18,100.00
465 6168	INLET (COMPL)(TY A)	2.00	EA	7,000.00	14,000.00
479 6006	ADJUSTING INLET (CAP)	1.00	EA	5,000.00	5,000.00
496 6002	REMOV STR (INLET)	1.00	EA	800.00	800.00
496 6007	REMOV STR (PIPE)	138.00	LF	20.00	2,760.00
496 6035	REMOV STR (DRILL SHAFT)	3.00	EA	1,000.00	3,000.00
500 6001	MOBILIZATION	1.00	LS	77,000.00	77,000.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3.00	MO	5,000.00	15,000.00
506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	78.00	SY	25.00	1,950.00
506 6024	CONSTRUCTION EXITS (REMOVE)	78.00	SY	15.00	1,170.00
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	690.00	LF	9.00	6,210.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	690.00	LF	1.00	690.00
506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	16.00	LF	20.00	320.00
506 6043	BIODEG EROSN CONT LOGS (REMOVE) LF	16.00	LF	10.00	160.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
512 6105	PCTB MOVE&RESET(F-SHAPE OR SNGLTY I	300.00	LF	10.00	3,000.00
512 6002	PORT CTB (FUR & INST)(SGL SLOPE)(TY 2)	510.00	LF	20.00	10,200.00
512 6026	PORT CTB (MOVE)(SGL SLP)(TY 2)	510.00	LF	14.00	7,140.00
529 6005	CONC CURB (MONO) (TY II)	596.00	LF	30.00	17,880.00
531 6001	CONC SIDEWALKS (4")	177.00	SY	80.00	14,160.00
531 6004	CURB RAMPS (TY I)	1.00	EA	3,000.00	3,000.00
550 6003	CHAIN LINK FENCE (REMOVE)	55.00	LF	9.10	500.50
550 6006	GATE (REMOVE)		EA	400.00	
550 9001	GATE (INSTALL) (CHAIN LINK)(MOTORIZED) (SLIDING)		EA	24,000.00	
550 9001A	REFURBISH AND RE-INSTALL SLIDING MOTORIZED GATE	2.00	EA	12,000.00	24,000.00
550 9002	GATE (INSTALL) (CHAIN LINK)(SWING)	2.00	EA	8,000.00	16,000.00
610 9001	IN RD IL AM (TY SA) (40T-10)(1000W EQ) LED	3.00	EA	6,200.00	18,600.00
610 9002	IN RD IL AM (TY SA)(40T-10-10)(1000W EQ) (LED)	2.00	EA	6,200.00	12,400.00
610 9103	REPLACE LUMINARE WITH (200W EQ) LED	24.00	EA	1,100.00	26,400.00
610 9004	RELOCATE RD IL ASM	3.00	EA	5,800.00	17,400.00
618 6023	CONDT (PVC) (SCH 40) (2")	1,422.00	LF	12.00	17,064.00
618 6046	CONDT (PVC) (SCH 80) (2")	40.00	LF	40.00	1,600.00
620 6003	ELEC CONDR (NO.12) BARE	126.00	LF	5.00	630.00
620 6004	ELEC CONDR (NO.12) INSULATED	252.00	LF	5.00	1,260.00
620 6005	ELEC CONDR (NO.10) BARE	2,844.00	LF	2.00	5,688.00
620 6010	ELEC CONDR (NO.6) INSULATED	5,688.00	LF	2.50	14,220.00
644 6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	1.00	EA	650.00	650.00
644 6070	RELOCATE SM RD SN SUP&AM TY S80	1.00	EA	200.00	200.00
666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	30.00	LF	6.80	204.00
666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	250.00	LF	5.80	1,450.00
666 6224	PAVEMENT SEALER 4"	1,410.00	LF	0.45	634.50
666 6228	PAVEMENT SEALER 12"	280.00	LF	1.20	336.00
666 6231	PAVEMENT SEALER (ARROW)	4.00	EA	45.00	180.00
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	1,170.00	LF	0.70	819.00
666 6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	240.00	LF	0.90	216.00
668 6019	PREFAB PAV MRK TY B (W)(ARROW)	4.00	EA	280.00	1,120.00
678 6001	PAV SURF PREP FOR MRK (4")	1,410.00	LF	0.10	141.00
678 6006	PAV SURF PREP FOR MRK (12")	280.00	LF	0.30	84.00
678 6009	PAV SURF PREP FOR MRK (ARROW)	4.00	EA	5.00	20.00
GRAND TOTAL					\$795,468.00

NOTES:

As per the Owner's request we are offering the above cost reduction as a condition of revised scope;

- 1) Excavated material will be stockpiled and left on site between the existing south perimeter fence and the crown of the levee.
- 2) Topsoil will be temporarily stockpiled on site between the existing south perimeter fence and the crown of the levee.
- 3) The Contractor will be allowed to install a temporary gate in the south perimeter fence to allow ingress and egress to the work site.
- 4) The width of the sidewalk will be reduced to 5' the quantity has been adjusted accordingly.

- 5) Seeding and vegetative water will be remove from the scope of this project.
- 6) The existing sliding gates and operator will be refurbished and modified to meet the new site conditions.

Scope of gate and operator refurbishment:

Rebuild gate operators, replacing wear parts

Replace aluminum drive rail on the sliding gates.

Replace bottom rollers on gates

Replace top guide rollers

Adjust length of gates (Shorten 1 each, lengthen 1 ea)

Replace the bottom track of the sliding gates with a new galvanized bottom track.

In the event that additional information is required, please feel free to contact me.

Sincerely,



James Eckroat

**3-E CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 5 WITH
FOREMOST PAVING, INC. FOR THE SH 550 GAP 1 PROJECT.**

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 5

1. CONTRACTOR: Foremost Paving Inc.

2. Change Order Work Limits: Sta. 1112+54 & 1158+04 to Sta. _____

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

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

Additional MBGF ADDED TO ENHANCE SAFTY MEASURES ON ROADWAY FROM STATION 1157+07 TO 1160+32.

CCSJ: 0684-01-067
Project: SH 550 - Gap I
Highway: SH 550
County: Cameron
District: Pharr
Contract Number: 0684-01-067

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

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 reference for #5 above.</p> <p>THE CONTRACTOR _____ Date <u>06/26/18</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Trey P. Siles</u></p> <p>Typed/Printed Title <u>CAO</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this C.O.: <u>35</u></p> <p>Amt. added by this change order: <u>\$14,928.00</u></p>
	<p>For TxDOT use only:</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>

RECOMMENDED FOR EXECUTION:

Humberto Guerrero Jr., P.E. 06/26/18
Name/Title _____ Date _____

Pete Sepulveda, CCRMA Executive Director 06/26/18
Name/Title _____ Date _____

Name/Title _____ Date _____

Name/Title _____ Date _____

Engineer's Seal:

Juan Bosquez, P.E./SBAO, TxDOT 06/26/18
Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED ☐ REQUEST APPROVAL

Name/Title _____ Date _____
☐ APPROVED

CCSJ: 0684-01-067

Paid by Invoice? (☐ Yes ☐ No)Paid by invoice: (☐ Yes ☐ No)[illegible]

TABLE B: Contract Items

[illegible]

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 5

TABLE B: Contract Items (Continued)

CCSJ: 0684-01-067

[illegible]