THE STATE OF TEXAS

§

**COUNTY OF CAMERON** 

§

BE IT REMEMBERED on the 10<sup>th</sup> day of May 2019, there was conducted a Regular 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:	PRESENT:
12:00 Noon	FRANK PARKER, JR.
	CHAIRPERSON
	DIRECTOR
	DIRECTOR
	MICHAEL F. SCAIEF DIRECTOR
	MARK ESPARZA
	DIRECTOR
	DIRECTOR
	DR. MARIA VILLEGAS, M.D.
	<b>DIRECTOR</b> (joined via phone)
	RUBEN GALLEGOS, JR.
	ABSENT
	HORACIO BARRERA
	ABSENT
	NAT LOPEZ
	ABSENT

The Meeting was called to order by Chairman Parker, at 12:02 P.M. 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  $7^{th}$  day of May 2019 at 8:18 A.M.



## IMPROVING MORE THAN JUST ROADS

# **AGENDA**

Regular Meeting of the Board of Directors of the Cameron County Regional Mobility Authority 3470 Carmen Avenue, Suite 5 Rancho Viejo, Texas 78575 May 10, 2019

# 12:00 Noon

# **PUBLIC COMMENTS:**

1. Public Comments.

# PRESENTATIONS:

- 2. Presentations.
  - A. Presentation on the Status of Cameron County Regional Mobility Authority Projects.

## **CONSENT ITEMS:**

- 3. 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:

April 26, 2019 - Special Meeting.

## **ITEMS FOR DISCUSSION AND ACTION:**

- 4. Action Items.
  - A. Acknowledgement of Claims.
  - B. Approval of Claims.
  - C. Consideration and Approval of the Financial Statements and Budget Amendments for the month of March 2019.
  - D. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the South Port Connector Road Project.
  - E. Consideration and Approval of Work Authorization No. 11 with S&B Infrastructure, Ltd. for the South Port Connector Road Project.
  - F. Consideration and Approval of Work Authorization No. 1 Notice To Proceed No. 4 with S&B Infrastructure.

- G. Consideration and Approval to Award Bid No. CCRMA Bid 2019 001 Intl Cameron County International Bridges Rehabilitation and Maintenance to Lucania Construction, LLC in the amount of \$953, 541.77 subject to Approval of Funds by the Cameron County Commissioners Court.
- H. Consideration and Approval of Construction Contract with Lucania Construction, LLC for the Rehabilitation and Maintenance Projects at the Cameron County International Bridge System.
- I. Discussion and Possible Action regarding investing funds held at Bank of New York Mellon.
- J. Discussion and Possible Action regarding the Proposals for the Removal of the Seagrass Mitigation Pilot Study.
- K. Consideration and Approval of 2<sup>nd</sup> Amendment to Lease Agreement with AGC Solutions, LLC f/k/a Rancho Viejo Pet Club, LLC.

## **EXECUTIVE SESSION:**

- 5. Executive Session.
  - A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.
  - B. Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).
  - C. Confer with Legal Counsel regarding Claim by Xerox Corporation, pursuant to V.T.C.A. Government Code, Section 551.071(2).
  - D. Confer with Legal Counsel regarding CCRMA Work Authorizations under GEC RFQ 2017-004, pursuant to V.T.C.A. Government Code, Section 551.071(2).
- 6. Action Relative to Executive Session.
  - A. Possible Action.
  - B. Possible Action.
  - C. Possible Action.
  - D. Possible Action.

## ADJOURNMENT:

Signed this 7th day of May 2019.

Chairman

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 were presented.

# PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

# 2-A Presentation on the Status of Cameron County Regional Mobility Authority Projects.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a Power Point Presentation on the Status of Cameron County Regional Mobility Projects.

Director Scaief moved to acknowledge presentation as presented. The motion was seconded by Director Esparza and carried unanimously.

The Presentation is as follows:

# **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

## 3-A Consideration and Approval of the Minutes for:

April 26, 2019 - Special Meeting.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the minutes with the Board and noted corrections to Items 4J and 4F.

Director Esparza moved to approve the minutes for April 26, 2019 Special Meeting with corrections as presented. The motion was seconded by Director Scaief and carried unanimously.

# **ACTION ITEMS**

# 4-A Acknowledgement of Claims.

Mr. Victor Barron, RMA Controller went over the Claims for Acknowledgement and presented into the record.

Director Scalef moved to acknowledge the Claims as presented. The motion was seconded by Director Esparza and carried unanimously.

The Claims are as follows	•	
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# 4-B Approval of Claims.

Mr. Victor Barron, RMA Controller went over the Claims and presented into the record.

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

The Claims are as follows:	

# 4-C Consideration and Approval of the Financial Statements and Budget Amendments for the month of March 2019.

Mr. Adrian Rincones, RMA Chief Financial Officer presented to the Board the Final External Audit Report provided by the TxDOT Compliance Division. The summary of the Report and recommendations were discussed. Mr. Rincones went over the Financial Statements for the month of March 2019 and presented into the record.

Director Esparza moved to acknowledge the Final External Audit Report and the Financial Statements for the month of March 2019. The motion was seconded by Director Scaief and carried unanimously.

The Audit Report and Financials are as follows:

# 4-D Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the South Port Connector Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and informed the Board that this Interlocal was for Construction Management Services for the South Port Connector Project.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the South Port Connector Road Project subject to final changes and legal review and approval. The motion was seconded by Director Scaief and carried unanimously.

The BND d	id r	not	approve	the	Agreemen	í
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# 4-E Consideration and Approval of Work Authorization No. 11 with S&B Infrastructure, Ltd. for the South Port Connector Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Work Authorization. This Work Authorization is for the Construction Management Services for the South Port Connector Project.

Director Scalef moved to approve Work Authorization No. 11 with S&B Infrastructure, Ltd. for the South Port Connector Road Project subject to final changes and legal review and approval. The motion was seconded by Director Esparza and carried unanimously.

Since the BND did not approve the ILA the Work Authorization did not get approved

4-F Consideration and Approval of Work Authorization No. 1 Notice To Proceed No. 4 with S&B Infrastructure, Ltd.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and the need for the Notice To Proceed.

Director Scaief moved to approve Work Authorization No. 1 Notice To Proceed No. 4 with S&B Infrastructure, Ltd. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

4-G Consideration and Approval to Award Bid No. CCRMA Bid 2019 – 001 - Intl – Cameron County International Bridges Rehabilitation and Maintenance to Lucania Construction, LLC in the amount of \$953,541.77 subject to Approval of Funds by the Cameron County Commissioners Court.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Hector Lopez, P.E. with S&B Infrastructure, Ltd. presented the Engineer's recommendation. He stated that there was only one bid received even though 5 general contractors picked up plans. The bid submitted is 10.7% higher than the Engineer's estimate. Mr. Lopez stated that there are 3 items where the Engineer believes that the Contractor's unit price is substantially over the Engineer's estimate and that once the bid is awarded, the value on 3 items need to be looked into and possibly be eliminated from scope if a unit price is not acceptable.

Director Scaief moved to Award Bid No. CCRMA Bid 2019 – 001 - Intl – Cameron County International Bridges Rehabilitation and Maintenance to Lucania Construction, LLC in the amount of \$953,541.77 as per GEC recommendation and subject to approval of funding by the Cameron County Commissioners Court. The motion was seconded by Director Esparza and carried unanimously.

The Bid is as follows:		

## 4-H Consideration and Approval of Construction Contract with Lucania Construction, LLC for the Rehabilitation and Maintenance Projects at the Cameron County International Bridge System.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item along with Mr. David F. Irwin, Legal Counsel.

Director Esparza moved to approve the Construction Contract with Lucania Construction, LLC for the Reha appr Scai

abilitation a	and Mainten	ance Projec	ts at the	e Cameron	County	International	Bridge	System	subject	to
oval of fun	ding by the	Cameron Co	ounty Co	ommissione	rs Court.	The motion	was se	conded t	y Direct	tor
ef and carrie	ed unanimous	sly.								

## 4-I Discussion and Possible Action regarding investing funds held at Bank of New York Mellon.

Mr. Arian Rincones, RMA Chief Financial Officer went over the item backup in the Board Packet and recommendation.

Director Scaief moved to approve investing funds held at Bank of New York Mellon. The motion was seconded by Director Villegas and carried unanimously.

# The Memorandum is as follows:

The Contract is as follows:

## Discussion and Possible Action regarding the Proposals for the Removal of the Seagrass 4-J Mitigation Pilot Study.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda stated that the CCRMA is requesting quotes from Contractors for the removal of the Seagrass Mitigation Study Pilot Project. Mr. Sepulveda mentioned that since the anticipation is that the quotes will be under \$50,000 Staff will receive and along with FIGG Engineering prepare a recommendation. Mr. Sepulveda stated that Mr. David Irwin, Legal Counsel prepared a Contract so that the Contractor that submits the lowest responsible quote can execute.

Director Esparza moved to approve the Proposals for the Removal of the Seagrass Mitigation Pilot Study and authorize Chairman Parker to execute the Contract. The motion was seconded by Director Scaief and carried unanimously.

## Consideration and Approval of 2<sup>nd</sup> Amendment to Lease Agreement with Rancho Vieio Pet Club. 4-K LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and explained to the Board the reason for the Amendment to the Lease Agreement.

Director Esparza moved to approve the 2<sup>nd</sup> Amendment to Lease Agreement with Rancho Viejo Pet Club, LLC. The motion was seconded by Director Scaief and carried unanimously.

The Agreement is as follows:	
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# **EXECUTIVE SESSION ITEMS**

Director Esparza made a motion at 12:56 P.M. to go into Executive Session. The motion was seconded by Director Villegas and carried unanimously.

- 5-A Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.
- 5-B Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).
- 5-C Confer with Legal Counsel regarding Claim by Xerox Corporation, pursuant to V.T.C.A. Government Code, Section 551.071(2).
- 5-D Confer with Legal Counsel regarding CCRMA GEC RFQ 2017-004, pursuant to V.T.C.A. Government Code, Section 551.071(2).

Director Esparza moved to come back into open session at 1:27 P.M. The motion was seconded by Director Villegas and carried unanimously.

# ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

6-A Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

6-B Confer with Legal Counsel regarding Contract with Foremost Paving, Inc. for the SH 550 Gap 1 Project, pursuant to V.T.C.A. Government Code, Section 551.071(2).

Director Villegas moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

6-C Confer with Legal Counsel regarding Claim by Xerox Corporation, pursuant to V.T.C.A. Government Code, Section 551.071(2).

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Scaief and carried unanimously.

6-D Confer with Legal Counsel regarding CCRMA GEC RFQ 2017-004, pursuant to V.T.C.A. Government Code, Section 551.071(2).

Director Esparza moved to proceed as discussed in Executive Session. The motion was seconded by Director Villegas and carried unanimously.

# **ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Villegas and carried unanimously the meeting was **ADJOURNED** at 1:28 P.M.

APPROVED this 14th day of Jule 2019.

CHAIRMAN FRANK PARKER, JR.

ATTESTED:

MORACIO BARRERA, SECRETARY

2-A	PRESENTATION ON THE STATUS OF CAMI REGIONAL MOBILITY AUTHORITY PROJECTS.	ERON COUNTY

# CCRMA Project Status Presentation

MAY 10, 2019





# South Port Connector CSJ: 0921-06-288





# South Port Connector CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road

**Environmental** Environmentally Status Cleared 100% Design plans Approved by TxDOT Design **Project Cost** \$18 Million Available \$18 Million Funding 9 1000-feet wide **ROW Width** Acquisition/Utilities: In-Place ROW 2-lane Rural Roadway with shoulders Section Typical

Distance

2.0 Miles

TxDOT Off System Roadway



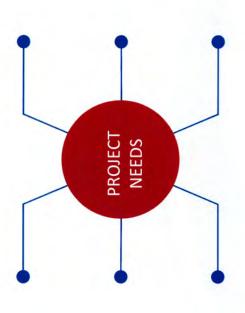
# South Port Connector CSJ: 0921-06-288

Project Limits: from SH 4 to Ostos Road

Complete Environmental Phase – April 2019

Finalize USFWS Coordination

Cooperation from TxDOT on Environmental/Design Phases



No USACE Corp Permit Required

Design Completed- December 2018

Rider 45 Funding Approved - October 2018

# Veterans International Bridge CBP Primary Lane Expansion





# Veterans International Bridge CBP Primary Lane Expansion

# Project Limits: Veterans International Bridge Port of Entry

\$15.5 Million - CAT 7 **Environmental** Funds In-Place Complete Status Funds **Project Cost** 90% Submitted Final Design \$16 Million May 2019 Design ROW/Utilities Requirements **Technical** Complete Complete 4 additional travel lanes 100% Complete Conceptual Planning **Typical** Section

Distance

800 feet

**TxDOT Off System Roadway** 



# Veterans International Bridge CBP Primary Lane Expansion

Project Limits: Veterans International Bridge Port of Entry

PROJECT NEEDS

01

Complete Design –

May 2019

02

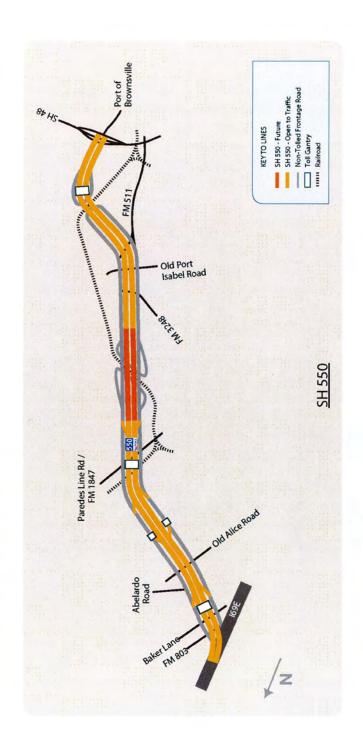
03

Need to close Funding Gap – Done Ana

Cost Benefit Analysis Complete



# SH 550 GAP 2 PROJECT CSJ: 0684-01-068

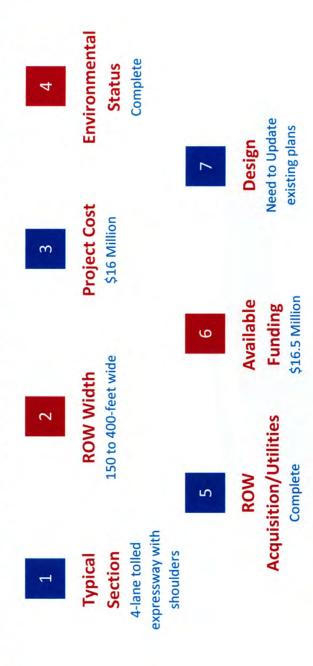




# **SH 550 GAP 2 PROJECT**

CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR Overpass @ FM 3248



Distance

2.6 Miles

**TxDOT Off System Roadway** 



# **SH 550 GAP 2 PROJECT**

CSJ: 0684-01-068

Project Limits: from 0.203 miles S. of FM 1847 to 1.13 miles S. of UPRR overpass @ FM 3248

PROJECT NEEDS:



4

Coordinate with TxDOT on Approval of WA with Consultant



# OLD ALICE ROAD CSJ: 0921-06-290





**OLD ALICE ROAD** 

CSJ: 0921-06-290

Project Limits: from SH 550 to Sports Park Blvd.

01

02

03

Project Cost \$15 Million

Typical Section
4-lane Urban Roadway
with shoulders

ROW/Utilities 120-feet wide L

04

05

In Progress (Categorical Exclusion)

**Environmental Status** 

Design

Pending (County)

Distance

4.5 Miles

**TxDOT Off System Roadway** 

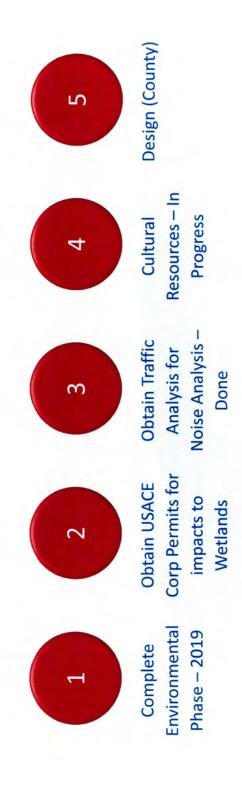


# **OLD ALICE ROAD**

CSJ: 0921-06-290

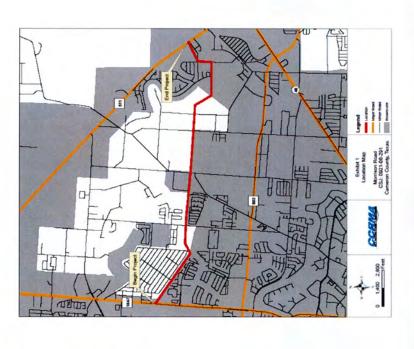
Project Limits: from SH 550 to SH 100

PROJECT NEEDS:





# MORRISON ROAD CSJ: 0921-06-291





# **MORRISON ROAD**

CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

01

02

ROW/Utilities 120-feet wide

03

**Project Cost** 

**Typical Section** 

with center turning lane 2-lane Rural Roadway

To be determined

05

90

ROW Acquisition/Utilities

Pending Design

(Environmental

Pending

**Environmental Status** 

Assessment) Pending

4.5 Miles



IMPROVING MORE THAN JUST ROADS

**TxDOT Off System Roadway** 



# **MORRISON ROAD**

CSJ: 0921-06-291

Project Limits: from FM 1847 to FM 511

PROJECT NEEDS:

01

05

Need AFA for CAT 7 Funds

**Environmental and** 

Begin

Environmental

Complete

Phase - 2019

03

Begin USFWS Coordination

77

Negotiate and Approve Work Authorization with Consultant



# East Loop CSJ: 0921-06-315





East Loop

CSJ: 0921-06-315

Project Limits: from I-69E to SH 4

01

02

03

**Typical Section** 

Roadway with shoulders 4-lane to 6-lane divided

**Project Cost** 

\$80 Million

120-400 feet wide

ROW/Utilities

04

05

90

Design

ROW Acquisition/Utilities

Pending

both documents in-house

In Progress - combine

**Environmental Status** 

Pending

**11.2 Miles** 



Distance

IMPROVING MORE THAN JUST ROADS

TxDOT Off System Roadway

			=
			_



East Loop CSJ: 0921-06-315

Project Limits: from I-69E to SH 4

PROJECT NEEDS:





# Indiana Avenue CSJ: 0921-06-305





Indiana Avenue

CSJ: 0921-06-305

Project Limits: from 0.1 Mile North of California Road to 0.62 Mile North of F.M. 1419

01

02

03

**Typical Section** 

2 Lane Rural Roadway

ROW/Utilities 120 feet wide

**Project Cost** \$6.0 Million

04

**Environmental Status** 

Pending

05

90

ROW Acquisition/Utilities

Design

Pending

Pending

**1.40 Miles** 

Distance

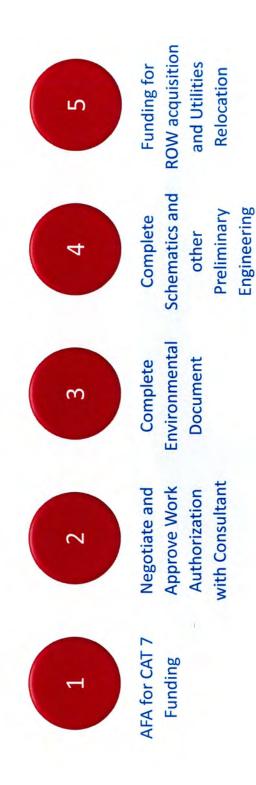
**TxDOT Off System Roadway** 



# Indiana Avenue CSJ: 0921-06-305

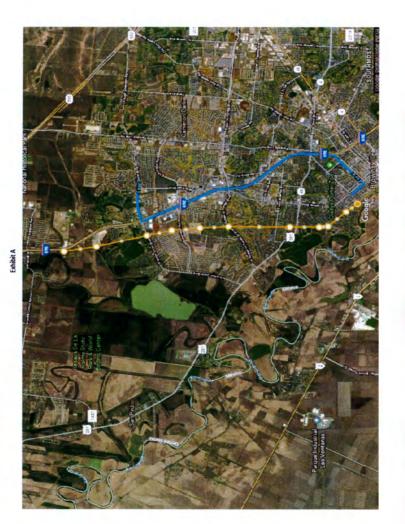
Project Limits: from 0.1 Mile North of California Road to 0.62 Mile North of F.M. 1419

# PROJECT NEEDS:





# RMA CSJ: 0921-06-293





# WHIPPLE ROAD CSJ: 0921-06-292





WHIPPLE ROAD

CSJ: 0921-06-292

Project Limits: from FM 1575 to FM 1847

01

02

ROW/Utilities

80-feet wide

03

**Typical Section** 

2-lane Rural Roadway with shoulders

**Project Cost** 

To Be Determined

2

**Environmental Status** 

Pending

05

90

ROW Acquisition/Utilities Pending

**Design** Pending

1.3 Miles



Distance

IMPROVING MORE THAN JUST ROADS

**TxDOT Off System Roadway** 



## WHIPPLE ROAD

CSJ: 0921-06-292

Project Limits: from FM 1575 to FM 1847

PROJECT NEEDS:

02

03

Negotiate and AFA for CAT 7 Funds

Authorization with Approve Work Consultant

Environmental Begin

- Done

Document

IMPROVING MORE THAN JUST ROADS



## FM 509 CSJ: 0921-06-254



# IMPROVING MORE THAN JUST ROADS



FM 509

CSJ: 0921-06-254

Project Limits: from FM 508 to FM 1599

01

02

03

2 Lane Rural Roadway **Typical Section** 

ROW/Utilities 150 feet wide

**Project Cost** \$6.6 Million

04

**Environmental Status** 

In progress

05

90

ROW Acquisition/Utilities Pending

Pending Design

2.3 Miles



IMPROVING MORE THAN JUST ROADS

**TxDOT System Roadway** 

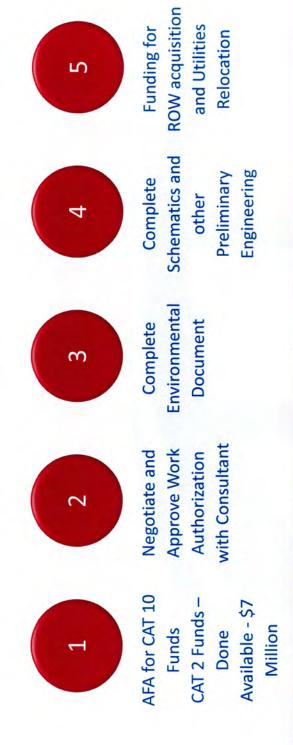


FM 509

CSJ: 0921-06-254

Project Limits: from FM 508 to FM 1599

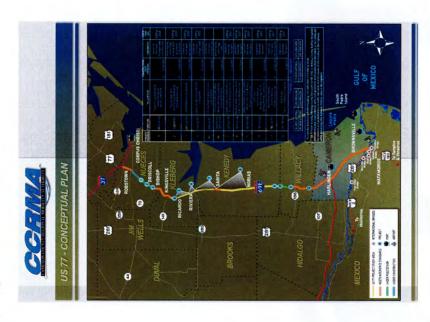
PROJECT NEEDS:



IMPROVING MORE THAN JUST ROADS



# RMA U.S. 77 Conceptual Plan



IMPROVING MORE THAN JUST ROADS

4-A ACKNOWLEDGEMENT OF CLAIMS.

### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims May 7, 2019

### 100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR Reimbursement 4.2	\$ 617.06	AR Reimbursement 4.28.19	Indirect	Y	Local	Ope
Culligan	Culligan of the Rio Grande Valley	Culligan April 2019	75.86	Culligan April 2019	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	ET Reimbursement 4.3	42.34	ET Reimbursement 4.30.19	Indirect	Y	Local	Ope
Emp Maria D Mayorga	Maria D Mayorga	LM Reimbursement 4.3	145.55	LM Reimbursement 4.30.19	Indirect	Y	Local	Ope
FIGG	FIGG Bridge Engineers, Inc.	2362-01-03	5,830.80	Figg GEC Civil Engineering Services WA # 2	SH 550	Y	Local	Ope
Lone Star Shredding	Lone Star Shredding Document Storage	1949801	112.50	Lone Star Shredding April 2019	Indirect	Y	Local	Ope
Staples Business	Staples Business Credit	Staples Business Cre	75.99	Staples Business Credit April 2019	Indirect	Y	Local	Ope
The Herald	AIM Media Texas	40016751-0419	2,577.55	CC - International Bridges Rehabilitiation	CC- Veterans Bridge	Y	Local	Ope
The Rentrfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	024666	2,933.70	Rentfro, Irwin Law Firm April 2019	Indirect	Y	Local	Ope
TxTag Replenish	TxTag CSC - Acct#25163224	TxTag 5.2.19	3,000.00	Tx Tag Replenishment to replenish customer accounts	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103455	402.00	Zeigner Hosting Service May 2019	Indirect	Y	Local	Ope
Total Operations			15,813.35					

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates	JWH and Associates, Inc.	619	\$ 1,378.18	CC - Veterans International Bridge - Benefit Cost Analysis (Services for February as per Veterans Bridge Agreement	CC- Veterans Bridge	Y	Local	Ope
JWH and Associates	JWH and Associates, Inc.	719	1,911.22	CC - FDM Feasibility Analysis Project JWH 10418	Flor De Mayo Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.10-03	1,021.07	CC - Los Indios Bridge Lane Additions 3.1.19-3.31.19 Inv. U2716.103-03	CC- Veterans Bridge	Y	Local	Ope
Total Interlocal A	greement		4,310.47					

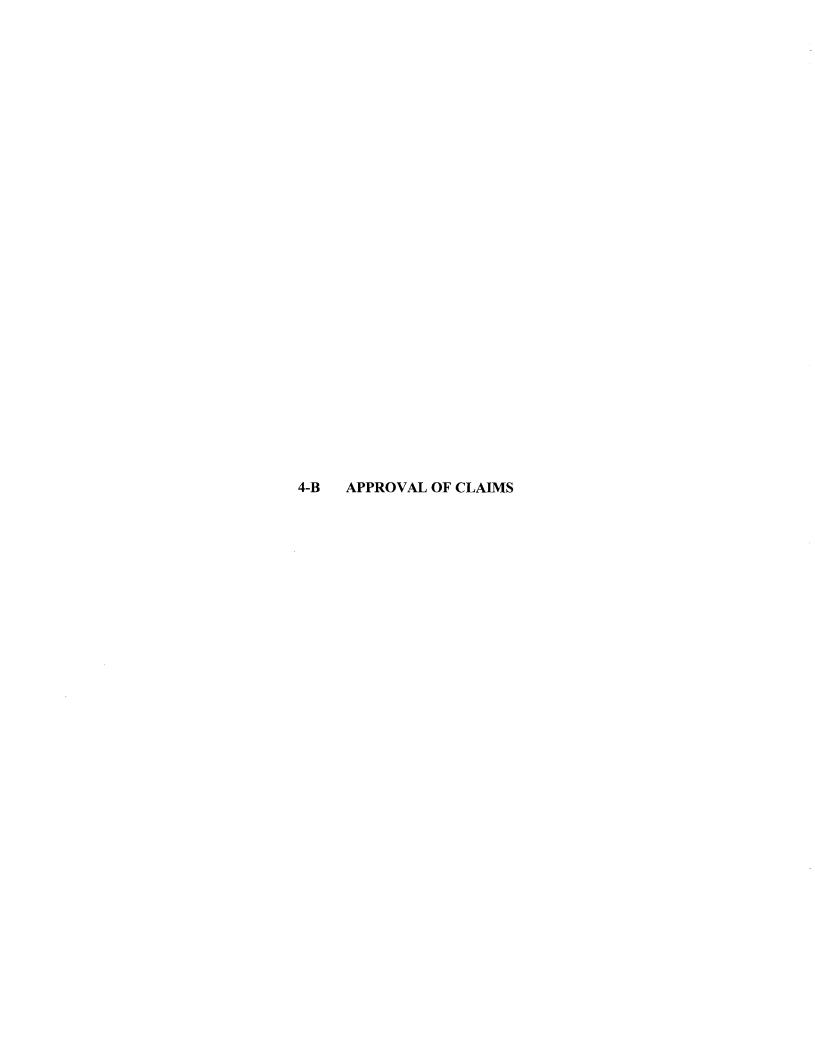
### 525 - Tolls

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank
Adrian	Adrian Rincones	AR Reimbursement 4.2	\$ 160.87	AR Reimbursement 4.28.19	Indirect	Y	Local	Mer
Culligan	Culligan of the Rio Grande Valley	Culligan April 2019	52.99	Culligan April 2019	Indirect	Y	Local	Mer
Duncan Solutions	Law Enforcement Systems LLC	DS0000002818	815.36	Duncan Solutions April 2019	Indirect	Y	Local	Mer
Fagan Consulting	Fagan Consulting LLC	CCOS1904	9,388.08	Fagan Consulting April 2019	Indirect	Y	Local	Mer
gEXA eNERGY	Gexa Energy, LP	27669913	571.66	Gexa Energy SH550 & FM1847	Direct Connectors -	Y	Local	Mer
gEXA eNERGY	Gexa Energy, LP	27672366	175.78	Gexa Energy SH550 DC	Direct Connectors -	Y	Local	Mer
PUB	Public Utilities Board	PUB 600710 April 201	302.02	PUB 600710 April 2019	Direct Connectors -	Y	Local	Mer
Ruben Ibanez	Ruben Ibanez	RI Reimbursement 4.2	330.30	RI Reimbursement 4.29.19	Indirect	Y	Local	Mer
Staples Business	Staples Business Credit	Staples Business Cre	531.89	Staples Business Credit April 2019	Indirect	Y	Local	Mer
US Post Master	US Post Master	USPS Postage 5.1.19	5,500.00	USPS Postage Replenishment 5.1.19	Indirect	Y	Local	Mer
US Post Master	US Post Master	USPS Replenishment	15,000.00	USPS Replenishment	Indirect	Y	Local	Mer
Verizon Wireless	Verizon Wireless	9828775537	91.86	Verizon April 2019 Inv. 9828775537	Indirect	Y	Local	Mer
Total Tolls			32,920.81					
Transfer Approv	val	Operations	\$ 20,123.82					
		Merch	32,920.81					
		Total Transfer	\$ 53,044.63					

### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims for Acknowledgement April 26, 2019 -1

### 100 - Operations

Vendor ID	Vendor Name	Invoice Number	Cash Re	quired	Invoice/Credit Description	PROJ	Transfer Funds	Funding Source	Bank
AFLAC	Aflac	230151	\$ 2	235.82	Aflac - April 2019	Indirect	Y	Local	Ope
	American Express	Amex April 2019			AMEX April 2019	Indirect	Y	Local	Ope
gEXA eNERGY	Gexa Energy, LP	27650090			Gexa Engery Tolls and Admin Ste		Y	Local	Ope
gEXA eNERGY	Gexa Energy, LP	27652777			Gexa Energy Ste 5 & 7	Indirect	Y	Local	Ope
gEXA eNERGY	Gexa Energy, LP	27652806	1	62 17	Gexa Energy Admin Ste 3 & 4	Indirect	Y	Local	Ope
Locke Lord	Locke Lord LLP	1490463			Locke Lorde Feb 2019 Legislative		Y	Local	Ope
Locke Lord	Locke Lord LLP	1490464			Locke Lord Feb 2019 SH 550	Indirect	Y	Local	Ope
Pathfinder Public A		15			Pathfinder March 2019 Consulting		Y	Local	Ope
Superior Alarms	Superior Alarms	676913			Superior Alarm Monitoring 5.1.19-		Y	Local	Ope
TML Emp Health	TML Intergovernmental	2019-05			TML Health 2019-05	Indirect	Y	Local	Ope
Total Operations	Intergovernmental		30,0	62.71					
			100- In	terlocal	Agreement				
						PROJ	Transfer	Funding	Dank
West TD	Vandar Nama		C . I D		Invoice/Credit Description			Funding	Bank
Vendor ID	Vendor Name	Invoice Number	Cash Re	quirea	Invoice/Credit Description	Title	Funds	Source	Account
JWH and Associate	JWH and Associates, Inc.	319	\$ 2,6	540.00	CC - FDM update of Feasibility Analysis	Flor De Mayo Bridge	Υ	Local	Ope
JWH and Associate	JWH and Associates, Inc.	419	1,2	200.00	CC- Veterans Bridge Cost Benefit Analysis	CC- Veterans	Y	Local	Ope
Total Interlocal Ag	reement		3,8	340.00		Bridge			
				525 - T	°olls				
						PROJ	Transfer	Funding	Bank
Vendor ID	Vendor Name	Invoice Number	Cash Re	equired	Invoice/Credit Description	Title	Funds	Source	
Section Proper	Vision Vision								
	American Express	Amex April 2019			AMEX April 2019	Indirect	Y	Local	Mer
gEXA eNERGY Matus Contractor (	Gexa Energy, LP	27650090 118			Gexa Engery Tolls and Admin Ste Matus - Grass Maintenance	Indirect	Y	Local Local	Mer Mer
riatus Contractor (	Company	110	1,5	00.00	Section 2 Paredelis LIne to FM	munect	1	Local	ivici
PUB	Public Utilities Board	PUB April 2019 F	1	07 60		Dort Cour	Y	Local	Mer
		21621			PUB April 588837 Port Spur Temp Control Check 2 Gantry	Port Spur SH 550	Y	Local	Mer
Temp Control, Inc	Temp Control, Inc.	21021		.65.00	A/C Units #1 Old Alice	311 330	1	Local	IVICI
TML Emp Health	TML	2019-05	5,2	246.46	TML Health 2019-05	Indirect	Y	Local	Mer
	Intergovernmental								
Verizon Wireless	Verizon Wireless	9826795333		91.67	Verizon Acct. # 4422196693- 0001 March 2019	Indirect	Y	Local	Mer
Total Tolls			12,4	151.34					
Transfer Approval		Operations		002.71					
		Merch		51.34					
		Total Transfer	\$ 46,3	354.05					



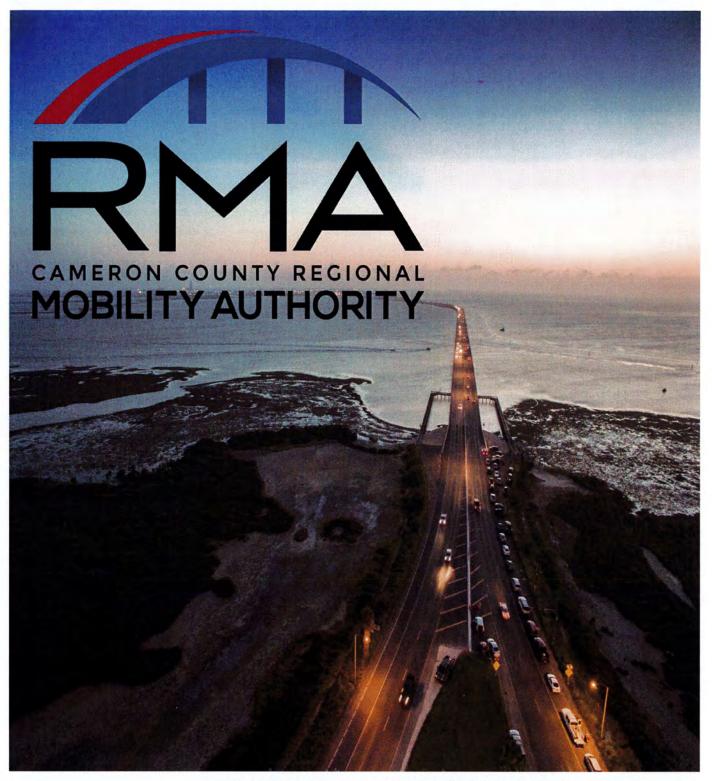
### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims May 10, 2019

### 100 - Operations

Vendor ID	Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Accoun
S&B	S&B Infrastructure, LTD	U2716.700-01	\$	62,081.21	S&B Traffic Projections WA # 7	Morrison Road	Y	Local	Ope
Total Opera	tions		_	62,081.21					
				100 - Interlocal	Agreement		Transfer	Funding	Bank
Vendor ID	Vendor Name	Invoice Number	_	Cash Required	Invoice/Credit Description	PROJ Title	Funds	Source	Accoun
Foremost Pavin	g Foremost Paving Inc	FPI # 7	\$	41,848.71	CC - Veterans Bridge Truck Lane Expansion # 7	CC- Veterans Bridge	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2299.170-06		30,493.45	S&B PS&E for Port Road	South Port Connector -	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.600.01		34,999.98	CC - Flor De Mayo WA #6	Flor De Mayo Bridge	Y	Local	Ope
Total Opera	tions Interlocal Agree	ment	_	107,342.14					
Total Opera	tions Interlocal Agree	ment		107,342.14 525 - Interlocal	Agreement		Transfer	Funding	Rank
Total Opera	Vendor Name	Invoice Number			Agreement  Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
			\$	525 - Interlocal		PROJ Title Indirect			
Vendor ID TollPlus LLC	Vendor Name	Invoice Number	<u>\$</u>	525 - Interlocal	Invoice/Credit Description		Funds	Source	Account
Vendor ID TollPlus LLC	Vendor Name TollPlus LLC	Invoice Number	<u>s</u>	525 - Interlocal  Cash Required  6,150.00	Invoice/Credit Description		Funds	Source	Account
Vendor ID TollPlus LLC	Vendor Name TollPlus LLC	Invoice Number	<u>\$</u>	525 - Interlocal  Cash Required  6,150.00	Invoice/Credit Description  Toll Plus April 2019		Y Y	Source Local Funding	Account
Vendor ID  TollPlus LLC  Total Tolls I	Vendor Name  TollPlus LLC  Interlocal Agreement	Invoice Number	<u>s</u> s	525 - Interlocal  Cash Required  6,150.00  6,150.00  525  Cash Required	Invoice/Credit Description  Toll Plus April 2019  5 - Tolls	Indirect	Funds Y  Transfer Funds	Source Local Funding	Mer Bank
Vendor ID TolIPlus LLC Total Tolls I	Vendor Name  ToliPlus LLC  Interlocal Agreement  Vendor Name	Invoice Number	_	525 - Interlocal  Cash Required  6,150.00  6,150.00  525  Cash Required	Invoice/Credit Description  Toll Plus April 2019  5 - Tolls  Invoice/Credit Description	Indirect PROJ Title	Funds Y  Transfer Funds	Source  Local  Funding Source	Mer  Bank Account

4-C	CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF MARCH 2019.



**MARCH 2019 FINANCIAL REPORT** 

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR JESUS A. RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER

### CCRMA MONTHLY FINANCIALS

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FINANCIALS	•••••
BALANCE SHEET	

Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included In Report From 3/1/2019 Through 3/31/2019

(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	230,634	1,383,804	3,225,000	(1,841,196)	1,527,220
TRZ revenue	0	0	475,000	(475,000)	0
Interlocal Agreement Revenue	33,451	38,626	100,000	(61,374)	33,823
Other revenue	0	167,081	330,000	(162,919)	166,392
Total Operating Revenues	264,085	1,589,510	4,130,000	(2,540,490)	1,727,435
Operating Expenses					
Personnel costs	75,851	447,078	826,423	379,345	395,643
Professional services	14,363	105,314	185,000	79,686	48,564
Contractual services	5,966	20,092	90,000	69,908	29,275
Advertising & marketing	0	1,346	25,000	23,654	10,512
Data processing	122	2,113	15,000	12,887	5,429
Dues & memberships	0	1,488	18,500	17,012	1,570
Education & training	0	3,967	10,000	6,034	1,180
Fiscal agent fees	0	4,720	50,000	45,280	3,074
Insurance	0	1,083	5,000	3,917	4,053
Maintenance & repairs	0	630	10,000	9,370	1,635
Office supplies	676	9,191	49,500	40,309	15,645
Rent	4,518	27,523	54,000	26,477	24,767
Travel	5,094	17,884	30,000	12,116	14,524
Utilities	676	5,627	12,000	6,373	4,129
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	107,267	648,055	1,385,423	737,368	559,998
Total Operating Income (Loss)	156,817	941,456	2,744,577	(1,803,121)	1,167,436
Non Operating Revenue					
Project Grant Revenue	0	129,631	2,565,000	(2,435,369)	4,402,625
Interest income	4,010	22,646	30,000	(7,354)	12,335
Total Non Operating Revenue	4,010	152,277	2,595,000	(2,442,723)	4,414,961
Non Operating Expenses					
Debt Interest	0	478,464	975,200	496,736	305,151
Debt Interest-LOC	0	4,255	25,000	20,745	16,325
Project Grant Expenses	8,213	23,655	0	(23,655)	0
Total Non Operating Expenses	8,213	506,374	1,000,200	493,826	321,476
Total Changes in Net Position	152,614	587,359	4,339,377	(3,752,018)	5,260,921

- Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report From 3/1/2019 Through 3/31/2019

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	450.045	074.470	4 050 000	(075 070)	000.054
2.14.22	158,015	974,130	1,850,000	(875,870)	983,051
Total TPS Revenues	158,015	974,130	1,850,000	(875,870)	983,051
Interop Revenues	47.470	205 524	650,000	(254.460)	246 050
Interop Revenue	47,179	295,531	650,000	(354,469)	316,058
Bridge Interoperability	41,326	179,896	325,000	(145,104)	0
Total Interop Revenues	88,505	475,427	975,000	(499,573)	316,058
Revenue from Toll Collections	044	0.004		0.004	
Collections P1	844	9,004	0	9,004	0
Other Toll Revenues	2.025	22.624	150,000	(127.266)	22.720
Interlocal Agreement Revenue	3,925	22,634	150,000	(127,366)	22,728
Total Other Toll Revenues	3,925	22,634	150,000	(127,366)	22,728
Total Toll Operating Revenues	251,289	1,481,194	2,975,000	(1,493,806)	1,321,837
Toll Operating Expenses					
Personnel Costs					
Tersormer costs	58,917	331,196	833,257	502,061	236,386
Total Personnel Costs	58,917	331,196	833,257	502,061	236,386
Transaction Processing Costs	/		/		
The state of the s	20,887	149,884	426,500	276,616	196,708
Total Transaction Processing Costs	20,887	149,884	426,500	276,616	196,708
Toll System Maintenance/IT			200	2000	
	19,133	114,414	258,750	144,336	95,897
Total Toll System Maintenance/IT	19,133	114,414	258,750	144,336	95,897
Roadside Maintnenace		2237.27			40.00
	10,922	175,049	480,000	304,951	183,375
Total Roadside Maintnenace	10,922	175,049	480,000	304,951	183,375
CSC Indirect/Overhead Costs					
	7,970	90,124	259,500	169,376	47,070
Total CSC Indirect/Overhead Costs	7,970	90,124	259,500	169,376	47,070
Total Toll Operating Expenses	117,828	860,667	2,258,007	1,397,340	759,436
			1.0.0.0	400,000	5.00
Total Operating Income (Loss)	133,461	620,527	716,993	(96,466)	562,402
Non Operating Revenues					
Non operating revenues	0	0	2,248,938	(2,248,938)	0
Total Non Operating Revenues	0	0	2,248,938	(2,248,938)	0
rotal from operating Neventues			2/2 10/330	(2/2 10/330)	
Non Operating Expenses					
Debt Interest					
	0	843,352	2,248,938	1,405,586	1,124,469
Total Debt Interest	0	843,352	2,248,938	1,405,586	1,124,469
<b>Total Non Operating Expenses</b>	0	843,352	2,248,938	1,405,586	1,124,469
	142-113		41244		
Changes in Net Position	133,461	(222,825)	716,993	(939,818)	(562,067)

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Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 3/1/2019 Through 3/31/2019

(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	230,634	1,383,804	3,225,000	(1,841,196)	1,527,220
Interlocal Agreement Revenue	37,375	61,259	250,000	(188,741)	56,550
Toll revenues	247,364	1,458,561	2,825,000	(1,366,439)	1,316,848
Other revenue	0	167,081	330,000	(162,919)	166,392
Total Operating Revenues	515,373	3,070,704	6,630,000	(3,559,296)	3,067,010
Operating Expenses					
Personnel costs	134,768	778,274	1,659,680	881,406	632,029
Accounting software and services	1,329	3,741	10,000	6,259	2,064
Professional services	13,498	102,037	175,000	72,964	46,500
Contractual services	5,966	26,635	130,000	103,365	31,315
Advertising & marketing	30	14,400	85,000	70,600	23,639
Data processing	122	2,113	15,000	12,887	5,429
Dues & memberships	0	6,614	23,500	16,886	5,346
Education & training	640	5,702	20,000	14,299	2,237
Fiscal agent fees	0	4,720	50,000	45,280	3,074
Insurance	0	39,799	100,000	60,201	33,612
Maintenance & repairs	1,614	10,453	85,000	74,547	10,155
Office supplies	18,672	104,326	279,500	175,174	102,443
Road maintenance	29,242	278,688	633,750	355,062	248,018
Rent	5,829	35,274	76,500	41,226	33,438
Toll services	3,343	46,934	191,500	144,566	97,825
Travel	6,017	22,968	42,000	19,032	17,103
Utilities	4,026	26,045	62,000	35,955	25,208
Other expenses	0	0	5,000	5,000	0
Total Operating Expenses	225,095	1,508,722	3,643,430	2,134,708	1,319,434
Net Change from Operations	290,279	1,561,982	2,986,570	(1,424,588)	1,747,576
Non Operating Revenue					
Interest income	4,010	22,646	30,000	(7,354)	12,335
Project Grant Revenue	0	129,631	4,813,938	(4,684,307)	4,402,625
TRZ Revenue	0	0	475,000	(475,000)	0
Total Non Operating Revenue	4,010	152,277	5,318,938	(5,166,661)	4,414,961
Non Operating Expenses					
Bond Debt Expense	0	1,321,815	3,224,138	1,902,323	1,429,620
Debt Interest - LOC	0	4,255	25,000	20,745	16,325
Project Grant Expenses	8,213	23,655	0	(23,655)	0
Total Non Operating Expenses	s 8,213	1,349,726	3,249,138	1,899,412	1,445,945
Changes in Net Position	286,075	364,534	5,056,370	(4,691,836)	4,716,592

Capital Project Expenses - Summarized - Unposted Transactions Included In Report From 3/1/2019 Through 3/28/2019
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	16,392	0	(16,392)
Outer Parkway	0	2,942	0	(2,942)
FM 1925	0	589	0	(589)
West Rail Relocation	40	43,090	0	(43,090)
SH 550	0	11,313	0	(11,313)
SH 32 (East Loop)	0	12,745	0	(12,745)
South Port Connector - SH32	0	308,450	21,850,000	21,541,550
Whipple Road	0	156,015	251,250	95,235
FM 509	0	81,610	0	(81,610)
Morrison Road	0	3,622	337,500	333,878
Flor De Mayo Bridge	36,911	75,472	50,000	(25,472)
Naranjo Road - City of Brownsville	0	0	12,500	12,500
Indiana Road - COB	0	0	12,500	12,500
CC- Veterans Bridge	4,053	847,874	1,101,500	253,626
CC - Old ALice Road	0	16,407	225,000	208,593
Total Capital Projects	41,004	1,576,519	23,840,250	22,263,731

Balance Sheet As of 3/31/2019 (In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	1,950,957
Restricted cash accounts - debt service	6,654,100
Accounts receivable	
TPS Accounts Receivable	2,301,547
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	133,856
Vehicle Registration Fees - Receivable	(9,654)
Total Accounts receivable	1,074,120
Accounts Receivable in Collections	1,0, 1,120
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,238,999
Duncan Toll Collections P1	3,642,894
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	669,327
	005,327
Accounts receivable - other agencies  Accounts Receivable - Other Agencies	2 205 824
	3,295,834
Due from Other Agencies	1,321,715
Total Accounts receivable - other agencies Total Current Assets:	4,617,550
	14,966,054
Non Current Assets:	105 624 067
Capital assets, net	105,624,067
Capital projects in progress	21,726,550
Redevelopment Assets/Other Agencies	22.424
Other Assets	22,434
CC FAST Lanes Project Veterans Bridge	902,745
CC Primary Lanes Veterans Bridge	258,008
BND - South Port Connector	654,713
CC - Flor De Mayo	66,467
FM 509 Project	78,600
Whipple Road	154,120
Pharr Reynosa Intl Bridge Project	1,270,868
Total Redevelopment Assets/Other Agencies	3,407,955
Unamortized bond prepaid costs	109,318
Total Non Current Assets:	130,867,890
Other	454.550
Total ASSETS	151,559 145,985,503
LIABILITIES	
Current Liabilities	
Accounts payable	12 100
AP - Operations	99,891
AP - Project Exenditures	131,761
Total Accounts payable	231,652
Accrued expenses	440,184
Payroll liabilities	3,268
Deferred revenue	3,550
Total Current Liabilities	678,653
Non Current Liabilities	
Due to other agencies	

Balance Sheet As of 3/31/2019 (In Whole Numbers)

	Current Year
Cameron County	167,500
South Port Connector - Interlocal	685,207
Pharr-Reynosa Project- Accumulation	1,569,866
Cameron County POV Expansion Veterans	242,998
Cameron County Intl Bridge Interlocal	988,941
FM 509 Project	76,060
Total Due to other agencies	3,730,573
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	780,179
Total Due to TxDot	16,016,688
Long term bond payable	76,195,872
Total Non Current Liabilities	95,943,133
Other	
Deferred Inflows	15,839
Total Other	15,839
Total LIABILITIES	96,637,625
NET POSITION	
Beginning net position	
	48,611,951
Total Beginning net position	48,611,951
Changes in net position	
	735,927
Total Changes in net position	735,927
Total NET POSITION	49,347,878
TOTAL LIABILITIES AND NET POSITION	145,985,503

Statement of Cash Flows As of 3/31/2019 (In Whole Numbers)

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Regisration Fees	0	1,941,820
Receipts from MSB/Interop Toll revenues	47,179	481,787
Receipts from TPS Toll Revenues	127,228	1,689,337
Receipts from Other Operating Revenues	25,451	216,415
Payments to Vendors	(88,660)	(758,469)
Payments to Employees	(122,269)	(631,563)
Total Cash Flows from Operating Activities	(11,072)	2,939,327
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0	(900)
Acquisitions of Construction in Progress	(142,164)	(2,281,195)
Payments on interest	0	(1,762,420)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	100,629	1,435,306
Advances on FAA and Grant Proceeds	0	129,631
Total Cash Flows from Capital and Related Financing Activities	(41,535)	(3,572,695)
Cash Flows from Investing Activities		
Receipts from Interest Income	4,010	22,646
Total Cash Flows from Investing Activities	4,010	22,646
Beginning Cash & Cash Equivalents		
	8,622,023	9,920,453
Ending Cash & Cash Equivalents	8,573,425	9,309,731



### **External Audit Report**

Audit of Cameron County Regional Mobility Authority

TxDOT Compliance Division

### Objective and Scope

To determine whether Cameron County Regional Mobility Authority (CCRMA) has implemented necessary internal controls to ensure appropriate TxDOT grant and loan funding management, and to verify whether payments to CCRMA are supported by sufficient documentation and are allowable per applicable agreements.

The scope of this audit included CCRMA's current operations and Billing Statements submitted to TxDOT between October 1, 2016 and September 31, 2018.

### **Overall Conclusion**

Costs reimbursed to CCRMA supported tested projects and were allowable per applicable federal requirements and TxDOT agreements. However, five subcontractor expenditures, totaling \$526, did not meet the TxDOT loan agreement documentation requirements. Additionally, there are opportunities for CCRMA to enhance internal processes related to the review and approval of supporting documentation, as well as its organizational risk assessment and control activity monitoring.

CCRMA's management response and action plans are included in Appendix II beginning on page 8 of the report.

### Background

A Regional Mobility Authority is a political subdivision formed by one or more counties or certain cities to finance, acquire, design, construct, operate, maintain, expand or extend transportation projects.

CCRMA was authorized by the Texas Transportation Commission on September 30, 2004 to promote and improve regional mobility within Cameron County. CCRMA serves the residents of Cameron County, as well as the entire Rio Grande Valley (RGV) region and sister cities Matamoros and Reynosa.

The following projects were active during the scope period of the engagement:

- Direct Connect SH550 Pass-Through Toll agreement:
  - CCRMA receives the minimum payment of \$1,385,000 annually.
- South Padre Island 2<sup>nd</sup> Access Toll Equity Loans:
  - \$5.1 million awarded for predevelopment costs in May 2014. \$1.3 million remains available.
  - \$9.2 million awarded for predevelopment costs in August 2006. Funds were fully-expended prior to the scope of this engagement.
- Outer Parkway Toll Equity Loan
  - \$5 million awarded for predevelopment costs in July 2014. \$4.2 million remains available.
- · Gap I Segment of SH550 Toll Equity Grants:

- \$6 million awarded in November 2016 for predevelopment and construction costs is fully expended.
- \$2 million awarded March 2018 for construction costs. \$1.3 million remains available.

### Results

### Testing of Select Billing Statements and Reimbursed Costs

We tested 22 reimbursed costs, totaling \$4,956,019, on three projects. All costs supported the respective projects and were allowable per award agreements. However, five cost items, totaling \$526, were not in compliance with documentation requirements of the loan agreement between TxDOT and CCRMA. Specifically, four subcontractor travel invoices did not have complete travel information, and a subcontractor rental car receipt was also missing. While the documentation was non-compliant with the agreement requirements, auditors verified the costs were allowable and supported applicable projects.

### Recommendation:

CCRMA should ensure billing statements include required supporting documentation from General Engineering Consultants and all subcontractors.

### Review of Procurement Policy

CCRMA updated its procurement manual in December 2016 to include the requirements of 23 CFR 172, *Procurement, Management, and Administration of Engineering and Design Build Related Services*. This update was approved by CCRMA's Board of Directors and TxDOT; however, subsequent revisions to the manual in October 2017 were not approved by either party. Per 23 CFR 172.5, *Program Management and Oversight*, "the State Transportation Authority or other recipient shall approve the written policies and procedures, including all revisions to such policies and procedures, of a subrecipient to assess compliance with applicable requirements."

We verified the procedures CCRMA used to contract with three General Engineering Consultants (GEC) in May 2018 complied with 23 CFR 172. We also reviewed four work authorizations issued to the selected GECs between May and September 2018 and determined each was funded with local funds.

### Recommendation:

CCRMA should ensure updates and amendments to policies are approved by its Board of Directors and TxDOT, as applicable.

### Review of Internal Control Components

CCRMA has not fully developed processes to assess entity risks and ensure internal controls are operating effectively. CCRMA's Accounting Policy and Procedures manual outlines the organization's commitment to implementing COSO's (Committee of Sponsoring Organizations of the Treadway Commission) Internal Control Framework. CCRMA's internal

control system includes elements of the five components of COSO, such as annual ethics training for the Board, Executive Director and Director of Finance; segregation of duties; review and approval of work authorizations; and Board review and approval of monthly reports. However; there are opportunities for CCRMA to enhance its risk assessment and monitoring activities.

CCRMA does not perform a formal entity-wide risk assessment to identify internal and external risks to achieving its mission. Based on discussions with management, CCRMA is able to identify and articulate risks to the operation but does not document its risk exposures or mitigating activities. Management asserted risks are routinely communicated to the Board as well but this could not be verified. Lack of a formalized risk assessment could expose CCRMA to greater risks than anticipated and impact both local and TxDOT funding.

CCRMA has implemented internal controls to minimize internal risks; however, CCRMA does not have internal monitoring controls in place to ensure its controls are operating as intended. Per CCRMA management, CCRMA relies on its external auditor to review and assess controls over financial reporting and compliance. CCRMA has an accounting policy that states management's responsibilities include "periodic evaluation of existing controls to ensure effectiveness and efficiency within its operations." However, CCRMA was unable to provide documentation of this evaluation.

Per the COSO framework, "an effective system of internal control reduces, to an acceptable level, the risk of not achieving an objective relating to operations, reporting or compliance. It requires that each of the five components of internal control is present and functioning and operating together in an integrated manner."

### Recommendations

CCRMA should periodically conduct organization-wide risk assessments to identify overall operations and business environment risks, and periodically review and assess internal controls to ensure they are present and functioning as intended.

### **Financial Analysis**

Analysis of CCRMA's FY2017 and FY2018 financial statements, FY2019 approved budget, and future debt payments showed CCRMA is financially stable and demonstrating positive trends. There are risks associated with potential loss of funding for major projects, additional issuances of bonds, and lower revenues or higher expenses than expected. While we did not identify findings, we discussed scenario planning options with CCRMA to assist in mitigation of these risks.

Recommendations have been communicated to TxDOT management and personnel responsible for CCRMA oversight and reimbursement approvals.

### Appendix I

### Methodology

The methodology used to complete this audit included:

- · Gaining an understanding of CCRMA's procedures and operating processes.
- Reviewing the Financial Assistance Agreements between CCRMA and TxDOT and applicable standards including OMB A-87, TAC43- Chapter 27, Subchapter E and referenced Transportation Code and SEC chapters.
- Conducting interviews with CCRMA personnel, including the CFO and accounting assistant
- · Conducting interviews with TxDOT Pharr District personnel.
- Reviewing CCRMA's Accounting Policies and Procedures Manual, and Policies and Procedures Governing Procurement of Goods and Services
- Verifying key CCRMA personnel attended TxDOT's Local Government Projects (LGP) training
- Testing whether payments to CCRMA were supported by sufficient documentation and were allowable per applicable grant agreements, federal, and state requirements
- Performing a project timeline analysis for the South Padre 2<sup>nd</sup> Access project to determine whether progress and expenditures in relation to the project timeline are reasonable.
- Reviewing the award of work authorizations to GECs to ensure the approved procurement policy was followed per 23 CFR 172.
- Performing a financial analysis to determine if CCRMA is self-sufficient and able fulfill current and known future obligations
- Reviewing CCRMA's compliance with COSO's Internal Control Framework Components

### Sampling and Testing Methodology

Testing was performed for the following projects:

PROJECT	Phase	Funding	Total Agreement	Amount Paid through FY18*	Remaining
South Padre Island 2nd Access - 2nd Loan	Environmental	Toll Equity Loan	\$5.1 M	\$3,792,285	\$1,307,715
Outer Parkway Toll	Environmental	Toll Equity Loan	\$5 M	\$780,179	\$4,219,821
SH550 -GAP I	Construction	Toll Equity Grant	\$6 M \$2 M	\$6,738,305	\$1,261,695
				\$11,310,769	\$6,789,231

<sup>\*</sup>Through September 30, 2018 -CCRMA's fiscal year end

During the scope period, 26 billing statements, totaling \$8,417,946 were submitted to TxDOT for reimbursement. We judgmentally sampled 13 of 26 (50%) billing statements totaling \$4,956,019 (59%) and tested for amount requested, description of use of funds and supporting documentation.

Tested 22 individual costs (100%) associated with those billing statements for the following requirements:

- · Costs were reasonable, necessary and allocable to the project
- Adequate supporting documentation to confirm costs were valid and accurately calculated
- Costs were incurred during the award agreement period
- Costs were authorized and approved by CCRMA and TxDOT as required

### Data Reliability

Auditors assessed the reliability of project expenditure data generated from TxDOT's PeopleSoft Financials accounting system by comparing the data to project expenditure data provided by CCRMA and the Pharr District. The data was determined to be reliable for the purposes of this audit.

### **Project Information**

This audit was conducted for CCRMA, TxDOT Administration, and the Chief Audit and Compliance Officer. The audit was included in the fiscal year 2019 Compliance Division External Audit Plan. Audit fieldwork was conducted from October through December 2018

We conducted this audit in accordance with Generally Accepted Government Auditing Standards and in conformance with the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions on our audit objectives.



### IMPROVING MORE THAN JUST ROADS

May 1, 2019

Mr. Patrick McKinney External Audit & Advisory Services Section Director Compliance Division Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

RE: Cameron County Regional Mobility Authority Response to External Audit - TxDOT Compliance Division

Dear Mr. McKinney:

The CCRMA has reviewed the report results from the external audit performed by the TxDOT compliance division for the period of October 1, 2016 through September 31, 2018. The CCRMA agrees with the overall conclusion of the report, in which the costs reimbursed to CCRMA supported tested projects were allowable per applicable federal requirements and TxDOT agreements.

In addition your report provides specific results in which we have prepared a response for your convenience and is attached to my letter.

I appreciate the opportunity to have worked with you and the external audit staff from the TxDOT compliance division.

Pete Sepulyeda, Jr. Executive Director

attachment: as noted above

### Result 1: Testing of Select Billing Statements and Reimbursed Cost

Individual responsible for Improved Action:

Jesus Adrian Rincones, CPA Chief Financial Officer

Improved Action Planned:

The CCRMA has developed internal reviews to ensure that all supporting documentation from General Engineering Consultants and all subcontractors are compliant with the Federal and State agreements contracted to the CCRMA. A Financial Controller and Project Assistant have been added to the CCRMA team to assist with this improved review process.

### Result 2: Review of Procurement Policy

Individual responsible for Improved Action:

Jesus Adrian Rincones, CPA Chief Financial Officer

Improved Action Planned:

CCRMA will ensure that all updates and amendments to policies are approved by the Board of Directors and clearly documented for public record.

### **Result 3: Review of Internal Control Components**

Individual responsible for Improved Action:

Jesus Adrian Rincones, CPA Chief Financial Officer

Improved Action Planned:

CCRMA has implemented and will continue to improve its internal control and risk assessments to comply with the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control Framework.

### Result 4: Financial Analysis

Individual responsible for Improved Action:

Jesus Adrian Rincones, CPA Chief Financial Officer

Improved Action Planned:

The CCRMA has implemented the necessary controls to consider the financial risks associated with the loss of funding for projects and other ongoing developments. The CCRMA will improve its process by documenting this analysis and expanding its assessment of the various factors to mitigate current and future financial risks.

<b>4-F</b>	CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 1 NOTICE TO PROCEED NO. 4 WITH S&B INFRASTRUCTURE.

### WORK AUTHORIZATION NO. 1

### NOTICE TO PROCEED NO. 4

A. Start Work Date: Upon Execution

- B. Description of Work: The GEC shall serve as the CCRMA Technical Representative or advisor to the Technical Representative at the Brownsville Metropolitan Planning Organization (BMPO) and Harlingen Metropolitan Planning Organization (HSBMPO). The GEC will coordinate with the CCRMA MPO Policy Representative. The GEC will attend technical and policy meetings, and upon request, attend CCRMA meetings. Additionally, the GEC upon the request of the CCRMA Executive Director will meet to discuss strategies for completing projects that may be eligible for federal and /or state funding. This will include completing the project selection criteria (cost estimates, project layouts, ADT, accidents, etc.) for prioritizing projects.
- C. Deliverables/Delivery Date: Meeting notes to be based on MPO Schedule thru June 30, 2019

D. Compensation

 Work Authorization No. 1
 \$75,000.00

 NTP1 – Lump Sum
 \$5,973.52

 NTP2 – Lump Sum
 \$18,824.97

 NTP3 – Lump Sum
 \$24,955.41

 NTP4 – Lump Sum (See Attached)
 \$5,973.52

 Work Authorization No. 1 Balance
 \$19,272.58

Authority: Cameron County Regional GEC: S&B Infrastructure, Ltd. Mobility Authority By: Pete Sepulveda By: Daniel O. Rios, P.E. Signature: Signature: Title: Executive Director Title: President 5/10/19 Date: Date:

Attachments:

Exhibit 1 – Cost Proposal

Page 1 of 2

4/16/2019

91/91/90	ESTIMATED	CADD Secretary TOTAL Operator (I)		0000739	0 SS 403 54		\$5,973.52	99 99	26.51	\$0.00
		Engineer Engineer Senior (IV) (I,II) CADD				0	0	169.73	45.00	
		Engineer (V)				0	0	224.98		
		Env Engineer Scientist IIII Structural				0	0	89.99	23.86	
	MAN-HOURS	Env Env Manager Scientist				0	0	110.0		
		Project Manager		2	-	0	0	274.9	66.28 72.91	
PROPOSAL		Principal Quality Manager				o	0	299.96 249.99	23	
EXHIBIT 1 COST PROPOSAL		FIRM SERVICE Principal		S&B BASIC	H		MULTIPLIER	3,7717		
MPO Representation CCRMA GEC Contract Cameron U2716.100		DESCRIPTION from Attachment B	GENERAL COORDINATION for Bid Packaging and Letting		ntation	Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)		CONTRACT RATES: (\$/MAN-HOUR)	BASE RATES: (\$/MAN-HOUR)	NON LABOR TOTAL BASIC SERVICE TOTAL
PROJECT: CLIENT: CONTRACT: CSJ: COUNTY:		CODE	164							
		CODE		681010	681010					

EXHIBIT 1

L G CONSULTING ENGINEERS, INC.

AXXMIMIM AMOUNT PAYABLE

MPO Representation - On Call (CS.): xxxx.xxxxxxx

Compensation and Time to Attendance of Healands and Basociated Activities

L&G CONSULTING ENGINEERS, INC.

418.80 698.00 418.80 698.00 103.68 270.00 166.32 Task 5,153,54 5,153.54 Total Labor Hrs. 100.00% 100.00% 0 20 255.92 \$ 255.92 63.98 10.53% 4.97% Admin 4,467.20 \$ 4,467.20 Engineer VI (Sr. Planner) 139.60 86.68% 84.21% 430.42 \$ 430.42 \$ 215.21 \$ 8.35% 5.26% PM FIRM 186 L&G 186 L&G 186 DEC L&G L&G L&G L&G SPECIAL SERVICES AND DIRECT EXPENSES SCALE HSBMPO Technical Advisory Comittiee (TAC) Representation & Document Preparation (Maps and Documents) BMPO Technical Advisory Comittiee (TAC) Representation & Document Preparation (Maps and Documents) Harlingen - San Benito Metropolitan Planning Organization (HSBMPO) Brownsville Metropolitan Planning Organization (BMPO) PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS) BASIC SERVICES
DESCRIPTION PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE) HSBMPO - Mieage Reimbursment per Meeting (96 mi x 2 round trips = 192 mi) BMPO - Miesge Reimbursment per Meeting (154 ml x 2 round trips = 308 ml) SBMPO Policy Comittiee Update to MPO Policy Representative BMPO Policy Comittiee Update to MPO Policy Representative HSBMPO Policy Comittiee Meeting Attendance BMPO Policy Comittiee Meeting Attendance **HSBMPO Administrative Preparation** BMPO Administrative Preparation TOTAL DIRECT EXPENSES ABOR RATE PER HOUR DIRECT LABOR COSTS HOURS SUB-TOTALS TOTAL DIRECT EXPENSES (FROM BELOW) DIRECT EXPENSES TOTAL SHEET

4-G CONSIDERATION AND APPROVAL TO AWARD BID NO. CCRMA BID 2019 – 001 - INTL – CAMERON COUNTY INTERNATIONAL BRIDGES REHABILITATION AND MAINTENANCE TO LUCANIA CONSTRUCTION, LLC IN THE AMOUNT OF \$953,541.77 SUBJECT TO APPROVAL OF FUNDS BY THE CAMERON COUNTY COMMISSIONERS COURT.



May 6, 2019

Mr. Pete Sepulveda Jr.
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Re: Letter of Recommendation & Bid Analysis

Cameron County International Bridges Rehabilitation and Maintenance Project

CCRMA Bid No. 2019-01-INTL

Dear Mr. Sepulveda:

On March 30, 2019, the Cameron County Regional Mobility Authority (CCRMA) received bids for the above referenced project. S & B Infrastructure, Ltd. (S & B) has reviewed the bid(s) information for the project and presents the attached Bid Tabulation and Analysis Report.

In general, one (1) bid was received for the project from Lucania Construction, LLC, of Mission, Texas, in the amount of \$953,541.77, which is 10.7% above the Engineer's Estimate of \$860,992.03. We have reviewed the bid form(s), bid bond, and other required bid documents submitted by Lucania Construction, LLC and the information provided is considered complete and in proper form per the bidding document specifications. Please refer to the attached report for detailed information on the bid tabulation and analysis.

Based on our bid analysis and review, S & B has no objections recommending the CCRMA awards the contract to Lucania Construction, LLC for this project. In addition, we recommend that a schedule of values be requested for two bid items noted in the attached report to further evaluate their reasonableness.

We appreciate the opportunity to be of continued service to the CCRMA on this project. If you have any comments, or need additional information, please do not hesitate to contact us.

Sincerely,

Project Engineer

Attachment: Bid Tabulation and Analysis Report

### BID TABULATION AND ANALYSIS REPORT CAMERON COUNTY INTERNATIONAL BRIDGES REHABILITATION AND MAITNENANCE PROJECT

CCRMA BID NO: 2019-01-INTL

### PREPARED FOR:









# BID TABULATION AND ANALYIS REPORT

# CAMERON COUNTY INTERNATIONAL BRIDGES REHABILITATION AND MAITNENANCE PROJECT

CCRMA BID NO: 2019-01-INTL

#### Bid Opening and General Scope of Work

On March 30, 2019, the Cameron County Regional Mobility Authority (CCRMA) received bids for the above referenced project. A copy of the Bid Opening Tabulation Summary and Sign-In Sheet is presented in Exhibit A.

In general, the "Work" comprises rehabilitation, maintenance, and new construction activities at the following three international bridges:

- Gateway
  - Maintenance and Repair Activities
- Los Indios
  - Maintenance and Repair Activities
  - Construction of North Bound Commercial Lane Expansion
  - Construction of South Bound Oversized Vehicle Inspection Lane
- Veterans/Los Tomates
  - Maintenance and Repair Activities
  - Sentry Lane Improvements

#### Bid Tabulation, Overall Summary and Major Work Items

One (1) bid was received for the project from Lucania Construction, LLC, of Mission, Texas, in the amount of \$953,541.77, which is \$92,549.74 or 10.7% above our Engineer's Estimate of \$860,992.03. An overall comparison summary of the engineer's estimate and the contractor's bid is presented below. A tabulation of the Contractor's Bid by work area and bid item, including an annotation of percent for each bid item cost from the total work bid amount is presented in Exhibit B.



### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BID NO: 2019-01-INTL

Location & Description of Work	Er	S & B ngr. Estimate	Cor	Lucania estruction Bid	Percent Difference	ı	Amount Difference
Gateway International Bridge - Maintenance & Repairs Only	\$	137,185.76	\$	159,649.70	16.4%	\$	22,463.94
Los Indios	\$	570,500.66	\$	656,907.87	15.1%	\$	86,407.22
Maintenance & Repairs	\$	39,458.60	\$	120,928.02		\$	81,469.42
Northbound Commercial Lane Expansion	\$	275,323.06	\$	211,359.05		\$	(63,964.01)
Southbound Oversized Inspection Lane	\$	214,943.85	\$	324,620.80		\$	109,676.95
Veterans International Bridge	\$	153,305.62	\$	136,984.20	-10.6%	\$	(16,321.42)
Maintenance & Repairs	\$	42,224.82	\$	56,192.50		\$	13,967.68
SENTRI Lane Improvements	\$	111,080.80	\$	80,791.70		\$	(30,289.10)
Total Project Cost	\$	860,992.03	\$	953,541.77	10.7%	\$	92,549.74

For purposes of this analysis, S & B considered that any individual bid item cost that exceeds 5% of the total project cost should be considered a Major Work Item and reviewed accordingly to assist in identifying potential risks. Based on the contractor's bid tabulation (see Exhibit B), four major bid items were identified to meet this criteria:

#### Los Indios International Bridge

Oversized Southbound Inspection Lane

- Item No. 360-6004 CONC PVMT (CONT REINF CRCP) (10"). This bid item accounts for 8.2% of the bidder's total amount.
- Item No. 429-6009 CONC. STR REPAIR (STANDARD) (DRAIN GRATE STRUCTURE, ALL INCLUSIVE). This bid item accounts for 8.1% of the bidder's total amount.

#### Northbound Commercial Lane

 Item No. 360-6004 CONC PVMT (CONT REINF – CRCP) (10"). This bid item accounts for 14.8% of the bidder's total amount.

#### Veterans/Los Tomates International Bridge

#### SENTRI Lane

 Item No. 360-6004 PORT CTB (FURNISH & INST) (F-SHAPE) (TY 1) - SITE ILLUMINATION OF WORK AREA INCLUDED (IF REQUIRED). This bid item accounts for 7.1% of the bidder's total amount.

#### Major Work Items/Unit Price Analysis

A review of the bidder's unit prices for major work items as well as other individual bid items considered to be relevant was performed for reasonable conformance with the estimated prices prepared by S & B. A tabulation of the bidder's items unit price costs and our unit price estimates is presented in Exhibit C.





### Major Items of Work

#### Los Indios International Bridge

Oversized Southbound Inspection Lane

- Item No. 360-6004 CONC PVMT (CONT REINF CRCP) (10")
  - Engineer's Estimate \$ 121.90/SY
  - Lucania Construction, LLC \$ 100.00/SY. The bid unit price is 18.0% lower than the Engineer's Estimate and is considered to fall within the typical range for similar projects in the Rio Grande Valley and deemed reasonable.
- Item No. 429-6009 CONC. STR REPAIR (STANDARD) (DRAIN GRATE STRUCTURE, ALL INCLUSIVE)
  - o Engineer's Estimate \$ 179.69/LF
  - Lucania Construction, LLC \$ 605.00/LF. This bid unit price is 236.7% higher than the Engineer's Estimate and is likely the result of the contractor perceived risks in scheduling conflicts associated with closing vehicular lanes in front of the toll booths.
  - A schedule of values for these bid items should be obtained from the Bidder for further evaluation and consideration as a potential reduction in the scope of work thru a change order.

#### Northbound Commercial Lane

- Item No. 360-6004 CONC PVMT (CONT REINF CRCP) (10")
  - Engineer's Estimate \$ 121.90/SY.
  - Lucania Construction, LLC \$ 100.00/SY. The bid unit price is 18.0% lower than the Engineer's Estimate and is considered to fall within the typical range for similar projects in the Rio Grande Valley and deemed reasonable.

#### Veterans/Los Tomates International Bridge

#### SENTRI Lane

- Item No. 360-6004 PORT CTB (FURNISH & INST) (F-SHAPE) (TY 1) SITE ILLUMINATION OF WORK AREA INCLUDED (IF REQUIRED)
  - Engineer's Estimate \$34.50/LF
  - Lucania Construction, LLC \$22.00/LF., is 36.2% lower than the Engineer's Estimate and considered to be within a reasonable range.

# Other Bid Items:

- Item No. 341-6040 D-GR HMA TY-D PG64-22
  - o Engineer's Estimate \$86.25/Ton
  - Lucania Construction, LLC
    - Los Indios Oversized Southbound Inspection Lane \$ 202.00/Ton, is 134.2% higher than the Engineer's Estimate
    - Los Indios Northbound Commercial Lane \$ 462.00/Ton, is 435.7% higher than the Engineer's Estimate



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BID NO: 2019-01-INTL

- The variability in unit price from each work site may be related to the contractor's perceived installation cost based on the work zone conditions, with the northbound commercial lane involving additional maneuvering and accessibility constraints.
- While the bidder's unit price is considered significantly higher than the engineer's estimate, the overall bid quantity is relatively small thus likely resulting in a higher price than normal. The impact of this additional cost resulting from this bid items is less than 5% of the total engineer's project cost.
- Item No. 442-6008 STR STEEL (MISCELLANEOUS BRIDGE). This bid item
  was listed for several categories of work at the Los Indios International Bridge
  and the bidder's unit prices were considerably higher than the Engineer's
  Estimate unit price listed for the various bid items.
  - The bid item categories included:
    - Install missing bolts of expansion joint cover metal plate on the east side:
    - Re-attach the west sidewalk expansion metal plate over bent 4;
    - Install the missing bolts and nuts of railing post on the west side;
    - Install missing anchorage bolts of the guardrail end treatment on the east side of span 3; and,
    - Install the missing utility box cover plate on the east sidewalk at span 3.
  - Engineer's Estimate (All 5 Items Total) \$ 575.00/LS
  - Lucania Construction, LLC (All 5 Items Total) \$ 14,050.00/LS, is 2343.5% higher than the Engineer's Estimate
  - A schedule of values for these bid items should be obtained from the Bidder for further evaluation and consideration as a potential reduction in the scope of work thru a change order.

#### Bid Submittal Review

We have reviewed the bid form(s), bid bond, and other required bid documents submitted by Lucania Construction, LLC and the information provided is considered complete and proper as it meets the required specifications. A Bid Submittal Review Checklist is presented in Exhibit D.

### Notice of Award Recommendation

Based on our bid analysis and review, S & B has no objections recommending the CCRMA awards the contract to Lucania Construction, LLC for this project. However, we recommend that a schedule of values be requested for the two bid items noted previously to further evaluate their reasonableness. If the schedule of values for these two bid items result in the bidder's unit prices not being reasonable, the CCRMA may wish to consider removing these items from the scope of work. The removal of these bid items would reduce the total bid amount by \$91,490.00.



# Exhibit A Bid Opening Tabulation Summary and Sign-In Sheet



# CCRMA 2019-01-INTL | BID OPENING Rancho Viejo, Cameron County, Texas April 30, 2019, 11:01 AM

Representative Name	Firm Name	Telephone Number	E-mail
Luceurie Construction	24. Pass	156-266-8291	avillamos execto breasia Censtron
LUCTIONA GUSTALANIE		1424-009-978	wiest jovene a without con.
VICTOR BARROW	CCRMA	920-6613571	Vbanan come. or
Lulu Maugraga	CORMIN	951-621-5571	Imayorga Ocemo. Ora
Hocker Lapoz	00	96-928-5200	by epoze posbirtia com





Bid Opening Tabulation Summary
Cameron County International Bridges Rehabilitation and Maintenance
Bid No. 2019-01-INTL
April 30, 2019 11:01 AM

		 	 	 ,,	·····	 	
Base Bid Amount (\$)	\$953,541,77						-
Bid Guaranty Included	7		44-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1				
Firm Name	LUCANIA GASTRACTIODIUC						*

Infrastructure

\* 1810 preceded out.



Contract No.: 2019-01-INTL

	Item No.	Estimated Quantity	Unit	Item Description	Unit Price in Figures	Total Extension In Figures	Percent of Total Work
GAT	EWAY I	NTERNATIONAL	BRID	GE .			14.4
500	6001	1.00	LS	MOBILIZATION	\$ 18,500.00	\$ 18,500.00	1.9%
MAII	VTENAN	CE - SOUTHBOUI	VD LAN	ES			
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR UNDERSIDE DECK SPALLING ON BOTH EAST AND WEST SIDES	\$ 8,540.00	\$ 8,540.00	0.9%
MAII	NTENAN	CE -NORTHBOUN	VD LAN	4			
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR UNDERSIDE DECK SPALLING ON BOTH EAST AND WEST SIDES	\$ 8,540.00	\$ 8,540.00	0.9%
105	6021	632.00	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - REMOVE BY MILLING THE	\$ 13.00	\$ 8,216.00	0.9%
340	6119	71.10	TON	DETERIORATED DECK WEARING SURFACE D-GR HMA(SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	\$ 487.00	\$ 34,625.70	3.6%
785	6011	72.00	LF	BRIDGE JOINT REPLACEMENT (SEJ) - REPLACE THE DECK EXPANSION JOINTS	\$ 340.00	\$ 24,480.00	2.6%
672	6010	8.00	EA	REFL PAV MRKR TY II-C-R - REPLACE THE RAISED PAVEMENT MARKERS	\$ 6.25	\$ 50.00	0.0%
666	6299	40.00	LF	RE PM W/RET REQ TY ! (W)4"(BRK)(090MIL) - REPLACE THE RAISED PAVEMENT MARKERS	\$ 0.85	\$ 34.00	0.0%
666	6320	320.00	LF	REPLACE THE RAISED PAVEMENT MARKERS (RE PM W/RET REQ TY I [Y)6"(SLD)(090MIL)	\$ 1.85	\$ 592.00	0.1%
429	6004	1.00	LS	(T)6 (SED)0500HC) CONC STR REPAIR(RAPID DECK REP(PRT DPT) - REPAIR AND PATCH CURB AND SIDEWALK SPALLING	\$ 8,000.00	\$ 8,000.00	0.8%
429	6008	1.00	EA	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR DIAPHRAGM SPALLING	\$ 4,808.00	\$ 4,808.00	0.5%
446	6002	1.00	EA	CLEAN & PAINT EXIST STR (SYSTEM II) - SAND BLASTING AND REPAINTING THE STEEL FLOORING SYSTEM	\$ 23,400.00	\$ 23,400.00	2.5%
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR THE SPALLING OF THE SUPPLEMENTAL PIER WALL	\$ 4,808.00	\$ 4,808.00	0.5%
105	6021	160.00	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - REMOVE BY MILLING THE DETERIORATED DECK WEARING SURFACE	\$ 15.60	\$ 2,496.00	0.3%
340	6119	18.00	TON	D-GR HMA(SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	\$ 520.00	\$ 9,360.00	1.0%
502	6001	0.80	мо	TRAFFIC CONTROL	\$ 4,000.00	\$ 3,200.00	0.3%
	l l				l		
				Sub-Total: Gateway International Bridge - N	Maintenance	\$ 159,649.70	
						<del> </del>	
LOS	INDIOS	INTERNATIONA	L BRID			. (1	T
429	6009	128.00	LF	CONC. STR REPAIR (STANDARD) [DRAIN GRATE STRUCTURE, ALL INCLUSIVE)	\$ 605.00	\$ 77,440.00	8.1%
MAII	VTENAN	CE - LOS INDIOS I	BRIDGE				
105	6021	6.11	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - SAW CUT PATCHING REPAIR OF ASPHALT APPROACH TRANSVERSE CRACK AND SPALLING	\$ 9.75	\$ 59.57	0.0%
340	6119	6.11	SY	D-GR HMA(SQ) TY-D SAC-A PG70-22 - SAW CUT PATCHING REPAIR OF ASPHALT	\$ 325.00	\$ 1,985.75	0.2%
442	6008	1.00	LS	APPROACH TRANSVERSE CRACK AND SPALLING  STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL MISSING BOLTS OF EXPANSION JOINT COVER METAL PLATE ON THE EAST SIDE	\$ 2,580.00	\$ 2,580.00	0.3%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - RE-ATTACH THE WEST SIDEWALK EXPANSION METAL PLATE OVER BENT 4	\$ 2,200.00	\$ 2,200.00	0.2%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL THE MISSING BOLTS AND NUTS	\$ 2,520.00	\$ 2,520.00	0.3%
442	6008	1.00	LS	OF RAILING POST ON THE WEST SIDE  STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL MISSING ANCHORAGE BOLTS OF	\$ 2,520.00	\$ 2,520.00	0.3%
442	6008	1.00	EA	THE GUARDRAIL END TREATMENT ON THE EAST SIDE OF SPAN 3  STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL THE MISSING UTILITY BOX COVER	\$ 4,230.00	\$ 4,230.00	0.4%
500	6001	1.00	LS	PLATE ON THE EAST SIDEWALK AT SPAN 3 MOBILIZATION	\$ 10,000.00	\$ 10,000.00	1.0%
					1	1	

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	Item No.		mated intity	Unit	Item Description		Jnit Price n Figures		al Extension In Figures	Percent of Total Work
502	6001	0	.40	МО	TRAFFIC CONTROL	\$	4,030.00	\$	1,612.00	0.2%
713	6004	16	5.00	LF	JT SEALING AND CLEANING(EXPANSION JTS) - CLEANING AND SEALING ALL EXISTING JOINTS	\$	42.00	\$	6,930.00	0.7%
MAII	VTENAN	ICE - LOS II	NDIOS E	DRAINV	VAY	•				
429	6004	1	.73	SY	CONC STR REPAIR(RAPID DECK REP(PRT DPT) - SAW CUT PATCHING REPAIR OF CONCRETE APPROACH SPALLING	\$	1,620.00	\$	2,802.60	0.3%
502	6001	0	.27	МО	TRAFFIC CONTROL	\$	4,030.00	\$	1,088.10	0.1%
556	6008	1	.00	LS	PIPE UNDERDRAINS (TY 8) (6") - EXTENDING THE LENGTH OF THE DRAIN PIPES TO PROTECT GIRDER AND SUBSTRUCTURE	\$	1,530.00	\$	1,530.00	0.2%
713	6006	1	.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL CRACK AT APPROACH SLAB	\$	3,430.00	\$	3,430.00	0.4%
1				Alexandra Section			29 m	W.	· 2004年,20	Kalington
					Sub-Total: Los Indios Free Trade Bridge - N	Maiı	ntenance	\$ :	120,928.02	
500	6001	1	.00	LS	MOBILIZATION	\$ :	30,500.00	\$	30,500.00	3.2%
OVE	RSIZED S	ООТНВО	JND INS	SPECTIO	DN LANE					
100	6002	2	.13	STA	PREPARING ROW	\$	1,500.00	\$	3,195.00	0.3%
104	6021	53	3.00	LF	REMOVING CONC (CURB)	\$	15.00	\$	795.00	0.1%
104	6015	9	.60	SY	REMOVING CONC (SIDEWALKS)	\$	40.00	\$	384.00	0.0%
105	6005	48	7.00	SY	REMOVING STAB BASE AND ASPH PAV (3")	\$	13.00	\$	6,331.00	0.7%
110	6001	43	5.00	CY	EXCAVATION (ROADWAY)	\$	7.15	\$	3,110.25	0.3%
160	6003	43	6.00	SY	FURNISHING AND PLACING TOPSOIL (4")	\$	4.00	\$	1,744.00	0.2%
164	6036	0	.09	AC	DRILL SEEDING (PERM) (RURAL) (CLAY)	\$ :	39,000.00	\$	3,510.00	0.4%
168	6001	4	.50	MG	VEGETATIVE WATERING	\$	40.00	\$	180.00	0.0%
247	6057	13	6.00	CY	FL BS (CMP IN PLC)(TY E GR1-2)(FNAL POS)	\$	31.25	\$	4,250.00	0.4%
260	6006	81	6.00	SY	LIME TRT (EXST MATL) (6")	\$	3.90	\$	3,182.40	0.3%
260	6002	11	75	TON	LIME (HYDRATED LIME (SLURRY))	\$	300.00	\$	3,525.00	0.4%
310	6009	16	3.00	GAL	PRIME COAT (MC-30)	\$	9.75	\$	1,589.25	0.2%
341	6040	45	5.00	TON	D-GR HMA TY-D PG64-22	\$	202.00	\$	9,090.00	1.0%
360	6004	78	2.00	SY	CONC PVMT (CONT REINF - CRCP) (10")	\$	100.00	\$	78,200.00	8.2%
464	6003	10	0.00	LF	RC PIPE (CL III)(18 IN)	\$	100.00	\$	10,000.00	1.0%
465	6158	1	.00	EA	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT	\$	5,200.00	\$	5,200.00	0.5%
502	6001	4	.00	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$	5,850.00	\$	23,400.00	2.5%
506	6020	78	3.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$	20.00	\$	1,560.00	0.2%
506	6024	78	3.00	SY	CONSTRUCTION EXITS (REMOVE)	\$	6.00	\$	468.00	0.0%
506	6038	28	0.00	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$	5.00	\$	1,400.00	0.1%
506	6038	28	0.00	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$	1.50	\$	420.00	0.0%

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	Item No.	Estimat Quanti	Unit	Item Description	Unit Price in Figures	Total Extension In Figures	Percent of Total Work
506	6041	30.00	·	BIODEG EROSN CONT LOGS (INSTL) (12")	\$ 6.00	\$ 180.00	0.0%
506	6043	30.00	) LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 2.00	\$ 60.00	√0.0%
529	6005	32.00	) LF	CONC CURB (MONO) (TY II)	\$ 17.00	\$ 544.00	0.1%
531	6004	2.00	EA	CURB RAMPS (TY 1)	\$ 2,000.00	\$ 4,000.00	0.4%
550	6003	24.00	) LF	CHAIN LINK FENCE (REMOVE)	\$ 65.00	\$ 1,560.00	0.2%
550	6006	2.00	EA	GATE (REMOVE)	\$ 450.00	\$ 900.00	0.1%
550	6004	1.00	EA	GATE (INSTALL) (DOUBLE) (6' X 14')	\$ 2,100.00	\$ 2,100.00	0.2%
550	6009	24.00	) LF	CHAIN LINK FENCE(INSTALL)(6)(BARB TOP)	\$ 150.00	\$ 3,600.00	0.4%
644	6001	4.00	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 650.00	\$ 2,600.00	0.3%
666	6224	278.0	0 LF	PAVEMENT SEALER 4"	\$ 0.40	\$ 111.20	0.0%
666	6226	257.0	0 LF	PAVEMENT SEALER 8"	\$ 0.80	\$ 205.60	0.0%
666	6228	144.0	0 LF	PAVEMENT SEALER 12"	\$ 1.60	\$ 230.40	0.0%
666	6230	72.00	) LF	PAVEMENT SEALER 24"	\$ 3.20	\$ 230.40	0.0%
666	6283	212.0	0 LF	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL)	\$ 2.25	\$ 477.00	0.1%
666	6299	30.00	) LF	RE PM W/RET REQ TY ! (W)4"(BRK)(090MIL)	\$ 1.20	\$ 36.00	0.0%
666	6035	257.0	0 LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$ 2.35	\$ 603.95	0.1%
666	6314	36.00	) LF	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL	\$ 0.85	\$ 30.60	0.0%
666	6047	72.00	) LF	REFL PAV MRK TY I (W)24"(SLD)(090MIL)-STOP BAR	\$ 11.50	\$ 828.00	0.1%
666	6041	144.0	O LF	REFL PAV MRK TY I (W)12"(SLD)(090MIL)-CROSSWALK	\$ 5.75	\$ 828.00	0.1%
677	6001	125.0	0 LF	ELIM EXT PAV MRK & MRKS (4")	\$ 1.60	\$ 200.00	0.0%
						1	
		Sub	-Total: Lo	s Indios Free Trade Bridge - Oversized Southbound Ins	pection Lane	\$ 211,359.05	
				A COMPANY TO THE PARTY OF THE P			
NOR	THBOU	ID COMMER			T .		
100	6002	11.92	STA	PREPARING ROW	\$ 1,400.00	\$ 16,688.00	1.8%
110	6001	980.0	0 CY	EXCAVATION (ROADWAY)	\$ 7.15	\$ 7,007.00	0.7%
160	6003	1855.0	00 SY	FURNISHING AND PLACING TOPSOIL (4")	\$ 4.00	\$ 7,420.00	0.8%
164	6036	0.38	AC	DRILL SEEDING (PERM) (RURAL) (CLAY)	\$ 39,000.00	\$ 14,820.00	1.6%
168	6001	19.00	) MG	VEGETATIVE WATERING	\$ 40.00	\$ 760.00	0.1%
247	6057	280.0	O CY	FL BS (CMP IN PLC)(TY E GR1-2)(FNAL POS)	\$ 31.20	\$ 8,736.00	0.9%
260	6006	1680.0	00 SY	LIME TRT (EXST MATL) (6")	\$ 3.90	\$ 6,552.00	0.7%
260	6002	24.00	TON	LIME (HYDRATED LIME (SLURRY))	\$ 300.00	\$ 7,200.00	0.8%
310	6009	336.0	0 GAL	PRIME COAT (MC-30)	\$ 9.75	\$ 3,276.00	0.3%

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	ltem No.	Estimated Quantity	Unit	Item Description	Unit Price in Figures	Total Extension In Figures	Percent of Total Work
341	6040	92.50	TON	D-GR HMA TY-D PG64-22	\$ 462.00	\$ 42,735.00	4.5%
360	6004	1414.00	SY	CONC PVMT (CONT REINF - CRCP) (10")	\$ 100.00	\$ 141,400.00	14.8%
416	6029	20.00	LF	DRILL SHAFT (RDWY ILL POLE) (30 IN)	\$ 332.00	\$ 6,640.00	0.7%
502	6001	4.00	мо	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 5,850.00	\$ 23,400.00	2.5%
506	6020	78.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 20.00	\$ 1,560.00	0.2%
506	6024	78.00	5Y	CONSTRUCTION EXITS (REMOVE)	\$ 6.00	\$ 468.00	0.0%
506	6038	1192.00	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$ 5.00	\$ 5,960.00	0.6%
506	6038	1192.00	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.50	\$ 1,788.00	0.2%
506	6041	15.00	LF	BIODEG EROSN CONT LOGS (INSTL) (12")	\$ 6.00	\$ 90.00	0.0%
506	6043	15.00	LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 2.00	\$ 30.00	0.0%
610	6002	2.00	EA	RELOCATE RD IL ASM (SHOE-BASE)	\$ 1,950.00	\$ 3,900.00	0.4%
496	6035	2.00	EA	REMOV STR (DRILL SHAFT)	\$ 741.00	\$ 1,482.00	0.2%
540	6001	100.00	LF	MTL W-BEAM GD FEN (TIM POST)	\$ 60.00	\$ 6,000.00	0.6%
540	6016	1.00	EA	DOWNSTREAM ANCHOR TERMINAL SECTION	\$ 1,500.00	\$ 1,500.00	0.2%
544	6001	1.00	EA	GUARDRAIL END TREATMENT (INSTALL)	\$ 2,900.00	\$ 2,900.00	0.3%
644	6071	1.00	EA	RELOCATE SM RD SN SUP&AM TY TWT	\$ 390.00	\$ 390.00	0.0%
644	6001	4.00	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 650.00	\$ 2,600.00	0.3%
666	6283	1192.00	LF	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL)	\$ 2.25	\$ 2,682.00	0.3%
666	6299	300.00	LF	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	\$ 0.85	\$ 255.00	0.0%
666	6035	500.00	LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$ 2.35	\$ 1,175.00	0.1%
666	6029	54.00	LF	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	\$ 3.65	\$ 197.10	0.0%
666	6224	1492.00	LF	PAVEMENT SEALER 4"	\$ 0.40	\$ 596.80	0.1%
666	6226	554.00	LF	PAVEMENT SEALER 8"	\$ 0.80	\$ 443.20	0.0%
672	6010	50.00	EA	REFL PAV MRKR TY II-C-R	\$ 6.25	\$ 312.50	0.0%
672	6007	16.00	EA	REFL PAV MRKR TY I-C	\$ 6.25	\$ 100.00	0.0%
677	6003	450.00	LF	ELIM EXT PAV MRK & MRKS (8") (GORE)	\$ 2.60	\$ 1,170.00	0.1%
677	6001	1492.00	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 1.60	\$ 2,387.20	0.3%
Page.							
		Sui	b-Total:	Los Indios Free Trade Bridge - Northbound Commerci	al Lane Lane	\$ 324,620.80	
						,	
VETE	ERANS	INTERNATIONA	L BRID	GE	·		T
500	6001	1.00	LS	MOBILIZATION	\$ 30,500.00	\$ 30,500.00	3.2%
VETE	RANS S	OUTHBOUND LA	NES				

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	Item No.	Estimated Quantity	Unit	Item Description		Unit Price in Figures		tal Extension In Figures	Percent of Total Work
400	6005	7.00	CY	CEM STABIL BKFL - BACKFILL AROUND 2-COLUMNS FOUNDATIONS AT BENT 17 TO REPAIR SCOUR	\$	150.00	\$	1,050.00	0.1%
429	6008	1.00	EΑ	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR BACKWALL SPALLING	\$	3,390.00	\$	3,390.00	0.4%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL THE DECK TRANSVERSE CRACKS LOCATED AT EXPANSION JOINTS ABOVE BENTS	\$	1,800.00	\$	1,800.00	0.2%
713	6004	156.00	LF	SEALING AND CLEANING(EXPANSION JTS) - REPAIR THE EXPANSION JOINT SEALS AT BENT 3, 6 AND 9 JT	\$	42.00	\$	6,552.00	0.7%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - CLEAN AND SEAL THE CRACKS AT THE NORTH APPROACH	\$	4,500.00	\$	4,500.00	0.5%
VETE	RANS N	ORTHBOUND LA	NES						
429	6004	1.00	EA	CONC STR REPAIR(RAPID DECK REP(PRT DPT) - SAW CUT PATCHING REPAIR NORTH APPROACH SPALLING	\$	3,500.00	\$	3,500.00	0.4%
502	6001	0.53	мо	TRAFFIC CONTROL	\$	5,850.00	\$	3,100.50	0.3%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL CRACKS AT NORTH APPROACH	1	1,800.00	\$	1,800.00	0.2%
								7.6	767
				Sub-Total: Veterans International Bridge - N	/lai	ntenance	\$	56,192.50	
VETE	RANS S	NTRI LANE							
512	6005	3060.00	LF	PORT CTB (FURNISH & INST) (F-SHAPE) (TY 1) - SITE ILLUMINATION OF WORK AREA INCLUDED (IF REQUIRED)	\$	22.00	\$	67,320.00	7.1%
512	6029	330.00	LF	PORT CTB (MOVE) (F-SHAPE) (TY 1)	\$	31.00	\$	10,230.00	1.1%
666	6036	562.00	LF	REFL PAV MRK TY I (W) 8" (SLD) (100ML)	\$	2.85	\$	1,601.70	0.2%
666	6042	160.00	LF	REFL PAV MRK TY I (W) 12" (SLD) (100ML)	\$	5.75	\$	920.00	0.1%
677	6001	450.00	LF	ELIM EXT PAV MRK & MRKS (4")	\$	1.60	\$	720.00	0.1%
i mi	e <b>x</b>			on the state of th				A Company	
				Sub-Total: Veterans International Bridge -	SEI	VTRI Lane	\$	80,791.70	
					۸ ا				<u> </u>
				SUM TOTAL OF BID	\$		9	53,541.77	



# **Exhibit C**

**Tabulation of Bidder's Unit Price & Engineer's Estimate** 

Exhibit C - Tabulation of Bidder's Unit Price & Engineer's Estimate

Contract No.: 2019-01-INTL

	Item No.	Estimated Quantity	Unit	Item Description	Lucania Bid Unit Price	S&B Estimate Unit Price	Bid Difference in Percentage
GAT	EWAY I	INTERNATIONAL	BRID	GE .			
500	6001	1.00	LS	MOBILIZATION	\$ 18,500.00	\$ 17,893.80	3.4%
MAII	NTENAN	ICE - SOUTHBOU	ND LAN	ES			
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR UNDERSIDE DECK SPALLING ON BOTH EAST AND WEST SIDES	\$ 8,540.00	\$ 3,450.00	147.5%
MAII	NTENAN	ICE -NORTHBOUN	ID LAN				
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR UNDERSIDE DECK SPALLING ON BOTH EAST AND WEST SIDES	\$ 8,540.00	\$ 1,150.00	642.6%
105	6021	632.00	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - REMOVE BY MILLING THE DETERIORATED DECK WEARING SURFACE	\$ 13.00	\$ 21.94	(40.7%)
340	6119	71.10	TON	D-GR HMA(SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	\$ 487.00	\$ 560.05	(13.0%)
785	6011	72.00	LF	BRIDGE JOINT REPLACEMENT (SEJ) - REPLACE THE DECK EXPANSION JOINTS	\$ 340.00	\$ 634.48	(46.4%)
672	6010	8.00	EA	REFL PAV MRKR TY II-C-R - REPLACE THE RAISED PAVEMENT MARKERS	\$ 6.25	\$ 111.18	(94.4%)
666	6299	40.00	LF	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL) - REPLACE THE RAISED PAVEMENT MARKERS	\$ 0.85	\$ 21.95	(96.1%)
666	6320	320.00	LF	REPLACE THE RAISED PAVEMENT MARKERS (RE PM W/RET REQ TY I (Y)6"(SLD)(090MIL)	\$ 1.85	\$ 2.95	(37.3%)
429	6004	1.00	LS	CONC STR REPAIR(RAPID DECK REP(PRT DPT) - REPAIR AND PATCH CURB AND SIDEWALK SPALLING	\$ 8,000.00	\$ 2,300.00	247.8%
429	6008	1.00	EA	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR DIAPHRAGM SPALLING	\$ 4,808.00	\$ 2,300.00	109.0%
446	6002	1.00	EA	CLEAN & PAINT EXIST STR (SYSTEM II) - SAND BLASTING AND REPAINTING THE STEEL FLOORING SYSTEM	\$ 23,400.00	\$ 11,500.00	103.5%
429	6008	1.00	LS	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR THE SPALLING OF THE SUPPLEMENTAL PIER WALL	\$ 4,808.00	\$ 1,150.00	318.1%
105	6021	160.00	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - REMOVE BY MILLING THE DETERIORATED DECK WEARING SURFACE	\$ 15.60	\$ 21.94	(28.9%)
340	6119	18.00	TON	D-GR HMA(SQ) TY-D SAC-A PG70-22 - INSTALL NEW DECK WEARING SURFACE	\$ 520.00	\$ 598.00	(13.0%)
502	6001	0.80	МО	TRAFFIC CONTROL	\$ 4,000.00	\$ 6,298.99	(36.5%)
LOS	INDIOS	INTERNATIONA	L BRIL	OGE			
500	6001	1.00	LS	MOBILIZATION	\$ 30,500.00	\$ 65,356.33	(53.3%)
MAII	NTENAN	ICE - LOS INDIOS I	BRIDGE			···	
105	6021	6.11	SY	REMOVING STAB BASE AND ASPH PAV (0-4") - SAW CUT PATCHING REPAIR OF ASPHALT APPROACH TRANSVERSE CRACK AND SPALLING	\$ 9.75	\$ 21.94	(55.6%)
340	6119	6.11	SY	D-GR HMA(SQ) TY-D SAC-A PG70-22 - SAW CUT PATCHING REPAIR OF ASPHALT APPROACH TRANSVERSE CRACK AND SPALLING	\$ 325.00	\$ 133.31	143.8%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL MISSING BOLTS OF EXPANSION JOINT COVER METAL PLATE ON THE EAST SIDE	\$ 2,580.00	\$ 115.00	2143.5%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - RE-ATTACH THE WEST SIDEWALK EXPANSION METAL PLATE OVER BENT 4	\$ 2,200.00	\$ 115.00	1813.0%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL THE MISSING BOLTS AND NUTS OF RAILING POST ON THE WEST SIDE	\$ 2,520.00	\$ 115.00	2091.3%
442	6008	1.00	LS	STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL MISSING ANCHORAGE BOLTS OF THE GUARDRAIL END TREATMENT ON THE EAST SIDE OF SPAN 3	\$ 2,520.00	\$ 115.00	2091.3%
442	6008	1.00	EA	STR STEEL (MISCELLANEOUS BRIDGE) - INSTALL THE MISSING UTILITY BOX COVER PLATE ON THE EAST SIDEWALK AT SPAN 3	\$ 4,230.00	\$ 115.00	3578.3%
500	6001	1.00	LS	MOBILIZATION	\$ 10,000.00	\$ 5,918.79	69.0%
502	6001	0.40	МО	TRAFFIC CONTROL	\$ 4,030.00	\$ 6,298.99	(36.0%)
713	6004	165.00	LF	JT SEALING AND CLEANING(EXPANSION JTS) - CLEANING AND SEALING ALL	\$ 42.00	\$ 49.04	(14.4%)
			1	EXISTING JOINTS	L		L

Exhibit C - Tabulation of Bidder's Unit Price & Engineer's Estimate

	Item No.	Estimated Quantity	Unit	Item Description	Lucania Bid Unit Price	S&B Estimate Unit Price	Bid Difference in Percentage
MAII	NTENAN	CE - LOS INDIOS	DRAIN	WAY			
429	6004	1.73	SY	CONC STR REPAIR(RAPID DECK REP(PRT DPT) - SAW CUT PATCHING REPAIR OF CONCRETE APPROACH SPALLING	\$ 1,620.00	\$ 187.62	763.4%
502	6001	0.27	МО	TRAFFIC CONTROL	\$ 4,030.00	\$ 6,298.99	(36.0%)
556	6008	1.00	LS	PIPE UNDERDRAINS (TY 8) (6") - EXTENDING THE LENGTH OF THE DRAIN PIPES TO PROTECT GIRDER AND SUBSTRUCTURE	\$ 1,530.00	\$ 1,150.00	33.0%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL CRACK AT APPROACH SLAB	\$ 3,430.00	\$ 1,150.00	198.3%
OVE	RSIZED S	OUTHBOUND II	VSPECTIO	ON LANE			
100	6002	2.13	STA	PREPARING ROW	\$ 1,500.00	\$ 801.73	87.1%
104	6021	53.00	LF	REMOVING CONC (CURB)	\$ 15.00	\$ 2.12	607.5%
104	6015	9.60	SY	REMOVING CONC (SIDEWALKS)	\$ 40.00	\$ 11.36	252.1%
105	6005	487.00	SY	REMOVING STAB BASE AND ASPH PAV (3")	\$ 13.00	\$ 3.49	272.5%
110	6001	435.00	CY	EXCAVATION (ROADWAY)	\$ 7.15	\$ 4.37	63.6%
160	6003	436.00	SY	FURNISHING AND PLACING TOPSOIL (4")	\$ 4.00	\$ 2.30	73.9%
164	6036	0.09	AC	DRILL SEEDING (PERM) (RURAL) (CLAY)	\$ 39,000.00	\$ 1,725.00	2160.9%
168	6001	4.50	MG	VEGETATIVE WATERING	\$ 40.00	\$ 11.33	253.0%
247	6057	136.00	CY	FL BS (CMP IN PLC)(TY E GR1-2)(FNAL POS)	\$ 31.25	\$ 73.26	(57.3%)
260	6006	816.00	SY	LIME TRT (EXST MATL) (6")	\$ 3.90	\$ 2.22	75.7%
260	6002	11.75	TON	LIME (HYDRATED LIME (SLURRY))	\$ 300.00	\$ 287.50	4.3%
310	6009	163.00	GAL	PRIME COAT (MC-30)	\$ 9.75	\$ 4.37	123.1%
341	6040	45.00	TON	D-GR HMA TY-D PG64-22	\$ 202.00	\$ 86.25	134.2%
360	6004	782.00	SY	CONC PVMT (CONT REINF - CRCP) (10")	\$ 100.00	\$ 121.90	(18.0%)
429	6009	128.00	LF	CONC. STR REPAIR (STANDARD) (DRAIN GRATE STRUCTURE, ALL INCLUSIVE)	\$ 605.00	\$ 179.69	236.7%
464	6003	100.00	LF	RC PIPE (CL III)(18 IN)	\$ 100.00	\$ 57.59	73.6%
465	6158	1.00	EA	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT	\$ 5,200.00	\$ 4,403.38	18.1%
502	6001	4.00	МО	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 5,850.00	\$ 3,557.16	64.5%
506	6020	78.00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 20.00	\$ 21.58	(7.3%)
506	6024	78.00	SY	CONSTRUCTION EXITS (REMOVE)	\$ 6.00	\$ 5.82	3.1%
506	6038	280.00	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$ 5.00	\$ 2.88	73.6%
506	6038	280.00	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.50	\$ 0.65	130.8%
506	6041	30.00	LF	BIODEG EROSN CONT LOGS (INSTL) (12")	\$ 6.00	\$ 4.23	41.8%
506	6043	30.00	LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 2.00	\$ 0.52	284.6%
529	6005	32.00	LF	CONC CURB (MONO) (TY II)	\$ 17.00	\$ 4.58	271.2%
531	6004	2.00	EA	CURB RAMPS (TY 1)	\$ 2,000.00	\$ 4.58	43568.1%

Exhibit C - Tabulation of Bidder's Unit Price & Engineer's Estimate

	ltem No.	Estim Quai		Unit	Item Description		ucania Bid Jnit Price	B Estimate Jnit Price	Bid Difference in Percentage
550	6003	24.	.00	LF	CHAIN LINK FENCE (REMOVE)	\$	65.00	\$ 6.82	853.1%
550	6006	2.0	00	EA	GATE (REMOVE)	\$	450.00	\$ 608.27	(26.0%)
550	6004	1.0	00	EA	GATE (INSTALL) (DOUBLE) (6' X 14')	\$	2,100.00	\$ 1,265.00	66.0%
550	6009	24.	00	LF	CHAIN LINK FENCE(INSTALL)(6)(BARB TOP)	\$	150.00	\$ 29.65	405.9%
644	6001	4.0	00	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$	650.00	\$ 619.88	4.9%
666	6224	278	.00	LF	PAVEMENT SEALER 4"	\$	0.40	\$ 0.10	300.0%
666	6226	257	.00	LF	PAVEMENT SEALER 8"	\$	0.80	\$ 0.33	142.4%
666	6228	144	.00	LF	PAVEMENT SEALER 12"	\$	1.60	\$ 0.86	86.0%
666	6230	72.	00	LF	PAVEMENT SEALER 24"	\$	3.20	\$ 2.21	44.8%
666	6283	212	.00	LF	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL)	\$	2.25	\$ 0.51	341.2%
666	6299	30.	00	LF	RE PM W/RET REQ TY i (W)4"(BRK)(090MIL)	\$	1.20	\$ 0.32	275.0%
666	6035	257	.00	LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$	2.35	\$ 0.75	213.3%
666	6314	36.	00	LF	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL	\$	0.85	\$ 0.30	183.3%
666	6047	72.	00	LF	REFL PAV MRK TY I (W)24"(SLD)(090MIL)-STOP BAR	\$	11.50	\$ 5.66	103.2%
666	6041	144	.00	LF	REFL PAV MRK TY I (W)12"(SLD)(090MIL)-CROSSWALK	\$	5.75	\$ 3.03	89.8%
677	6001	125	.00	LF	ELIM EXT PAV MRK & MRKS (4")	\$	1.60	\$ 0.64	150.0%
NOR	THBOUI	ND COMME	RCIAL	LANE					
100	6002	11.	92	STA	PREPARING ROW	\$	1,400.00	\$ 801.73	74.6%
110	6001	980	.00	CY	EXCAVATION (ROADWAY)	\$	7.15	\$ 4.37	63.6%
160	6003	1855	5.00	SY	FURNISHING AND PLACING TOPSOIL (4")	\$	4.00	\$ 2.30	73.9%
164	6036	0.3	38	AC	DRILL SEEDING (PERM) (RURAL) (CLAY)	\$ :	39,000.00	\$ 1,725.00	2160.9%
168	6001	19.	00	MG	VEGETATIVE WATERING	\$	40.00	\$ 11.33	253.0%
247	6057	280	.00	CY	FL BS (CMP IN PLC)(TY E GR1-2)(FNAL POS)	\$	31.20	\$ 73.26	(57.4%)
260	6006	1680	0.00	SY	LIME TRT (EXST MATL) (6")	\$	3.90	\$ 2.22	75.7%
260	6002	24.	00	TON	LIME (HYDRATED LIME (SLURRY))	\$	300.00	\$ 287.50	4.3%
310	6009	336	.00	GAL	PRIME COAT (MC-30)	\$	9.75	\$ 4.38	122.6%
341	6040	92.	50	TON	D-GR HMA TY-D PG64-22	\$	462.00	\$ 86.25	435.7%
360	6004	1414	1.00	SY	CONC PVMT (CONT REINF - CRCP) (10")	\$	100.00	\$ 121.90	(18.0%)
416	6029	20.	00	LF	DRILL SHAFT (RDWY ILL POLE) (30 IN)	\$	332.00	\$ 231.93	43.1%
502	6001	4.0	00	МО	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$	5,850.00	\$ 3,557.16	64.5%
506	6020	78.	00	SY	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$	20.00	\$ 21.58	(7.3%)
506	6024	78.	00	SY	CONSTRUCTION EXITS (REMOVE)	\$	6.00	\$ 5.82	3.1%

Exhibit C - Tabulation of Bidder's Unit Price & Engineer's Estimate

	Item No.	Estimated Quantity	Unit	Item Description	Lucania Bid Unit Price	S&B Estimate Unit Price	Bid Difference in Percentage
506	6038	1192.00	LF	TEMP SEDMT CONT FENCE (INSTALL)	\$ 5.00	\$ 2.88	73.6%
506	6038	1192.00	LF	TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.50	\$ 0.64	134.4%
506	6041	15.00	LF	BIODEG EROSN CONT LOGS (INSTL) (12")	\$ 6.00	\$ 4.23	41.8%
506	6043	15.00	LF	BIODEG EROSN CONT LOGS (REMOVE)	\$ 2.00	\$ 0.52	284.6%
610	6002	2.00	EA	RELOCATE RD IL ASM (SHOE-BASE)	\$ 1,950.00	\$ 1,601.63	21.8%
496	6035	2.00	EA	REMOV STR (DRILL SHAFT)	\$ 741.00	\$ 1,150.00	(35.6%)
540	6001	100.00	LF	MTL W-BEAM GD FEN (TIM POST)	\$ 60.00	\$ 23.73	152.8%
540	6016	1.00	EA	DOWNSTREAM ANCHOR TERMINAL SECTION	\$ 1,500.00	\$ 1,318.03	13.8%
544	6001	1.00	EA	GUARDRAIL END TREATMENT (INSTALL)	\$ 2,900.00	\$ 2,931.58	(1.1%)
644	6071	1.00	EA	RELOCATE SM RD SN SUP&AM TY TWT	\$ 390.00	\$ 434.14	(10.2%)
644	6001	4.00	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 650.00	\$ 619.88	4.9%
666	6283	1192.00	LF	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL)	\$ 2.25	\$ 0.51	341.2%
666	6299	300.00	LF	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	\$ 0.85	\$ 0.32	165.6%
666	6035	500.00	LF	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	\$ 2.35	\$ 0.76	209.2%
666	6029	54.00	LF	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	\$ 3.65	\$ 1.87	95.2%
666	6224	1492.00	LF	PAVEMENT SEALER 4"	\$ 0.40	\$ 0.10	300.0%
666	6226	554.00	LF	PAVEMENT SEALER 8"	\$ 0.80	\$ 0.32	150.0%
672	6010	50.00	EA	REFL PAV MRKR TY II-C-R	\$ 6.25	\$ 3.59	74.1%
672	6007	16.00	EA	REFL PAV MRKR TY I-C	\$ 6.25	\$ 3.49	79.1%
677	6003	450.00	LF	ELIM EXT PAV MRK & MRKS (8") (GORE)	\$ 2.60	\$ 0.96	170.8%
677	6001	1492.00	LF	ELIM EXT PAV MRK & MRKS (4")	\$ 1.60	\$ 0.63	154.0%
VETI	ERANS	NTERNATIONAL	BRID				
500	6001	1.00	LS	MOBILIZATION	\$ 30,500.00	\$ 23,342.25	30.7%
VETE	RANS S	OUTHBOUND LAI	VES				
400	6005	7.00	CY	CEM STABIL BKFL - BACKFILL AROUND 2-COLUMNS FOUNDATIONS AT BENT 17 TO REPAIR SCOUR	\$ 150.00	\$ 122.57	22.4%
429	6008	1.00	EA	CONC STR REPR(RAPID VERT AND OVERHEAD) - REPAIR BACKWALL SPALLING	\$ 3,390.00	\$ 1,150.00	194.8%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL THE DECK TRANSVERSE CRACKS LOCATED AT EXPANSION JOINTS ABOVE BENTS	\$ 1,800.00	\$ 5,750.00	(68.7%)
713	6004	156.00	LF	SEALING AND CLEANING(EXPANSION JTS) - REPAIR THE EXPANSION JOINT SEALS AT BENT 3, 6 AND 9 JT	\$ 42.00	\$ 34.50	21.7%
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - CLEAN AND SEAL THE CRACKS AT THE NORTH APPROACH	\$ 4,500.00	\$ 2,300.00	95.7%
VETE	RANS N	ORTHBOUND LA	NES				
429	6004	1.00	EA	CONC STR REPAIR(RAPID DECK REP(PRT DPT) - SAW CUT PATCHING REPAIR NORTH APPROACH SPALLING	\$ 3,500.00	\$ 1,150.00	204.3%
502	6001	0.53	мо	TRAFFIC CONTROL	\$ 5,850.00	\$ 6,298.99	(7.1%)
L		L	<u> </u>	J.,	I	l	

Exhibit C - Tabulation of Bidder's Unit Price & Engineer's Estimate

	Item No.	Estimated Quantity	Unit	Item Description		Lucania Bid Unit Price		B Estimate Unit Price	Bid Difference in Percentage
713	6006	1.00	LS	CRACK CLEANING AND SEALING (CRCP) - SEAL CRACKS AT NORTH APPROACH	\$	1,800.00	\$	2,300.00	(21.7%)
VETERANS SENTRI LANE									
512	6005	3060.00	LF	PORT CTB (FURNISH & INST) (F-SHAPE) (TY 1) - SITE ILLUMINATION OF WORK AREA INCLUDED (IF REQUIRED)	\$	22.00	\$	34.50	(36.2%)
512	6029	330.00	LF	PORT CTB (MOVE) (F-SHAPE) (TY 1)	\$	31.00	\$	11.50	169.6%
666	6036	562.00	LF	REFL PAV MRK TY I (W) 8" (SLD) (100ML)	\$	2.85	\$	1.15	147.8%
666	6042	160.00	LF	REFL PAV MRK TY! (W) 12" (SLD) (100ML)	\$	5.75	\$	3.45	66.7%
677	6001	450.00	LF	ELIM EXT PAV MRK & MRKS (4")	\$	1.60	\$	1.15	39.1%
Percent Difference Between Bid and Engineer's Estimate								10.7%	



# Exhibit D Bid Submittal Review Checklist



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BID NO: 2019-01-INTL

#### **Bid Submittal Review Checklist**

#### 1. Bid Bond

a. Provided by NGM Insurance Company, 5% of total bid as requested. O.k.

#### 2. Total Bid Amount

- a. \$953,541.77
  - i. Bid Tabulation complete. O.k.
  - ii. Quantity and Unit Price Extensions concur. O.k.

#### 3. Addendum Acknowledgement Form

a. Addendum No. 1 Received.

#### 4. Attachment A

a. Affidavit, signed by Nicola Iuvone on behalf of Lucania Construction LLC. O.k.

#### 5. Attachment B

- a. Certification Form. O.k.
- b. The firm has not made contact with CCRMA Board or Evaluation Committee Members or other Bidder/Proposer concerning the Bid.

#### 6. Attachment C

a. Order Adopting Contracting Rules for Persons Indebted to County. Complete. O.k.

#### 7. Attachment D

- a. Conflict of Interest Questionnaire Form. O.k.
- b. No conflicts of interest reported in form.

#### 8. Attachment E

- a. Disclosure of Interests Form. O.k.
- b. Lucania Construction, LLC of Mission, TX is identified as a Partnership.

#### 9. References Form

a. Three references provided. O.k.

#### 10. Disclosure of Lobbying Activities

- a. Form submitted. O.k.
- b. No lobbying activities reported.

#### 11. Contractor's Assurance

a. Form submitted. O.k.

#### 12. Non-Collusion Affidavit

- a. Form submitted. O.k.
- b. Agreed to terms.

#### 13. Franchise Tax Account Status

- a. Form submitted. O.k.
- b. Company registered with the Texas Comptroller of Public Account.

4-H CONSIDERATION AND APPROVAL OF CONSTRUCTION CONTRACT WITH LUCANIA CONSTRUCTION, LLC FOR THE REHABILITATION AND MAINTENANCE PROJECTS AT THE CAMERON COUNTY INTERNATIONAL BRIDGE SYSTEM.

# CONTRACT FOR REHABILITATION AND MAINTENANCE OF CAMERON COUNTY INTERNATIONAL BRIDGES

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and Lucania Construction, LLC (the "Contractor") is hereby entered into and agreed to as of the 10th day of May 2019, (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 Lucania Construction, LLC.
- 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 bid package for Bid No. 2019-01-INTL, which include, but are not limited to the Plans, Specifications, Special Provisions, General Conditions, Special Conditions, Contract Bonds, Change Orders, Addendums, 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.
  - 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.
  - Any representation or information submitted by the Contractor shall be true and correct in all material respects.
  - 2.7 The Contractor shall comply fully and timely with any condition of this Contract.

#### 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 one hundred twenty (120) calendar days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The Contractor may have up to an additional ten (10) calendar days for Final Acceptance after the Scheduled Completion Date. The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". The Contract Time includes the mobilization and materials procurement period.
  - 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 NINE HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-ONE AND 77/100 DOLLARS (\$953,541.77) 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 Contract may request.
  - 6.4 The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations; however, securing any necessary licenses, permits, approvals, or other necessary authorizations shall at all times be the Contractor's sole obligation pursuant to section 2.2 herein.
  - 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 Payments.

- 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 by delivering such application to the Authority pursuant to 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.
- 7.6 Together with each application for payment, Contractor shall deliver a partial release of lien in the form required by the Authority current through the date of the application for payment. When required by the Authority, the Contractor shall also deliver with each application for payment a partial release from each subcontractor

and supplier through the date of the application for payment. Contractor shall deliver with the application for final payment a final release of lien in the form required by the Authority. The Contractor's delivery of the required releases to the Authority for approval, and the Authority's approval of the applications for payment, are conditions precedent to the Authority's obligation to pay each application for payment. Another condition precedent to the Authority's approval and payment of each application for payment is the Authority receiving a recommendation from the Authority's engineer, S&B Infrastructure. The Authority has no obligation with respect to the proper disposition or application of any moneys paid by the Authority to the Contractor. The Contractor releases all claims against the Owner and any Owner-related person for consequential, special, or punitive damages suffered by any Contractor-related person, including lost profits and business interruption.

- 7.7 For each application for payment prior to the Scheduled Completion Date, the Authority may withhold the amount of ten percent (10%) as retainage from the payment otherwise due. After the Scheduled Completion Date and before the Final Payment is made, the Authority shall retain the amount of five percent (5%) as retainage allocable to completed work.
- 7.8 The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements herein are fulfilled as determined by the Authority in its sole and absolute discretion. The Authority reserves the right to issue payments 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** 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:
  - 8.5.1.1 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 \$1,000,000 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.
  - **8.5.1.2 Business Automobile Liability Insurance.** Such coverage shall be a combined single limit of not less than \$600,000.
  - 8.5.1.3 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.
  - **8.5.1.4** All Risk Builder's Risk Insurance. Such coverage shall be for 100% of the Contract Price.
  - 8.5.1.5 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 provide the insurance required by the Contract Documents.
  - 8.5.1.6 Certificates/Endorsements. The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above showing the Authority as an additional insured. 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 Authority.

- 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, or invoices shall be in writing and (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or, (d) sent by email communication followed by receipt confirmed by telephone, to those persons designated from time to time in writing:

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

Lucania Construction, LLC
Attention: Guillermo Perez and Nicola Iuvone
Managing Members
2806 Santa Olivia St.
Mission, Texas 78572
Email: guillermoperez@lucaniaconstruction.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.
- 11.15.5THE 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 OF THE **ENFORCEABILITY** 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) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS; AND, (2) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY.
- 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 the Authority's fully-informed 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 TO THE EXTENT THAT ANY PROVISIONS OF THIS CONTRACT CONFLICT WITH THE PROVISIONS OF THE EXHIBITS, THE MORE FAVORABLE PROVISION TO THE AUTHORITY SHALL CONTROL. 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. 2019-01-INTL. 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. 2019-01-INTL. A true and correct copy of the Plans and Specifications may be found at the Authority's office and is incorporated by reference as if fully set forth herein.
- 12.1.3 Exhibit 3. Awarded Bid for Bid No. 2019-01-INTL. 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.
- 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)

### **AUTHORITY**

### **Cameron County Regional Mobility Authority**

### CONTRACTOR

LUCANIA CONSTRUCTION, LLC

By:

Guillermo Perez, Managing Member

By: Nicola Iuvone, Managing Member Date: 6/05/19

Date: 6/5/19

4-I	DISCUSSION AND POSSIBLE ACTION REGARDING INVESTING FUNDS HELD AT BANK OF NEW YORK MELLON.



### IMPROVING MORE THAN JUST ROADS

### MEMORANDUM

TO: Board of Directors

FROM: Adrian Rincones, Chief Financial Officer

Digitally signed by Jesus A Rincones DN: cn=Jesus A Rincones, o+CCRMA, ou, email=ainconesiglccrma, org. c=U5 Date: 2019.05.07 1216-153, pSppr

**DATE:** May 7, 2019

RE: Discussion and Possible Action regarding investing funds held at Bank of New York Mellon

We are looking at investing a minimum 1.6M that are currently in our Debt Reseve accounts with Bank of New York Mellon. The following options are available to us through their trustee services.

### **Treasury Bills**

The other option available would be to purchase T-bills using the BNY brokerage services. The T-bills are backed by the full faith and credit of the US Government and therefore meet the highest standards in our investment policy. Since we are looking at a term of 6 months, the T-bills yield would be comparable to those of the Certificates of Deposit even net of brokerage fees. See Attached Exhibit A for the proposed brokerage fees and current T-bill rates. We would be looking for 6Month term.

### **Certificates of Deposit**

BNY offers the option to invest in Certificates of Deposit through partnering banks. The funds can be insured with FDIC if they are structured properly and in amounts of 250K each. Attached is a list of the banks that BNY partners with in offering these CD's. If the amount was over the FDIC limits, BNY does not offer collateralized securities, therefore the CCRMA would need to have each account covered with FDIC insurance in order to meet the investment policy requirements.

Staff recommends the purchase of T-bills as the recommended option.

### Exhibit "A"

# Pricing Grid, Dated 7/20/12

All fixed income ex	leept Brokered es	Basis Points
		expressed as hundredths of one
Maturity Range (Days)	Par Amount Range	percent percent
iviaturity hange (Days)	M=thousands	percent
	MM=millions	
1 - 7 days	Any Size	.0206
8 - 30 days	1M - 499M	.0105
0 - 30 days	500M - 3,000M	.0104
	3,000M - 10,000M	.0104
	10,000M - 50,000M	.0103
	50,000M - 100MM	.00503
	greater than 100MM	.00502
31 - 60 days	1M - 499M	.0105
02 00 00/5	500M - 3,000M	.0104
	3,000M - 10,000M	.01035
	10,000M - 50,000M	.0103
	50,000M - 100MM	.00503
	greater than 100MM	.00502
61 - 90 days	1M - 499M	.0105
	500M - 3,000M	.0104
	3,000M - 10,000M	.01035
	10,000M - 50,000M	.0103
	50,000M - 100MM	.005025
	greater than 100MM	.00502
91 - 180 days	1M - 499M	.0105
	500M - 3,000M	.0104
	3,000M - 10,000M	.01035
	10,000M - 50,000M	.0103
	50,000M - 100MM	.005025
	greater than 100MM	.00502
181 - 365 days	1M - 499M	.0205
	500M - 3,000M	.0104
	3,000M - 10,000M	.01035
	10,000M - 50,000M	.0103
	50,000M - 100MM	.005025
	greater than 100MM	.00502
		Basis Points
	THE LEWIS YOU	expressed as
		hundredths of one
Maturity Range (Years)	Par Amount Range	percent
1- 5 Years	1M - 499M	.0204
	500M - 3,000M	.0103
	3,000M - 10,000M	.01025
	10,000M - 50,000M	.01025
	greater than 50MM	.00502
		Basis Points
		Expressed as
	THE WAY	hundredths of one
Maturity Range (Years)	Par Amount Range	percent
6- 10 Years	1M - 499M	.0103
	500M - 3,000M	.0103
	3,000M - 10,000M	.0102
	10,000M - 50,000M	.0102
	greater than 50MM	.00502
A PRINCIPAL OF STREET	A CONTRACTOR	Basis Points
	5 3 4 5 5 5 5 6	Expressed as
	CHARLES TO THE	hundredths of one
Maturity Range (Years)	Par Amount Range	percent
	1M - 499M	.0103
	500M - 3,000M	.01025
11 Years and out		.01025 .0102
	500M - 3,000M	

**Brokered Certificates of Deposit** 

		Basis Points Expressed as hundredths of one
All Maturities	All sizes	percent
1 month to 10 years	All sizes	.1525



# U.S. DEPARTMENT OF THE TREASURY

**ABOUT TREASURY** 

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POLICY ISSUES

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**Economic Policy** 

Financial Markets, Financial Institutions, and Fiscal Service

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International

Small Business Programs

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Program

Data and Charts Center

Interest Rate Statistics Investor Class Auction Allotments Monitoring the Economy Treasury International Capital System (TIC) Quarterly Refunding U.S. International Reserve Position

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# **Daily Treasury Bill Rates Data**

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XML These data are also available in XML format by clicking on the XML icon.

XXIII of The schema for the XML is available in XSD format by clicking on the XSD icon.

If you are having trouble viewing the above XML in your browser, click here.

To access interest rate data in the legacy XML format and the corresponding XSD schema, click here. Select type of Interest Rate Data

Daily Treasury Bill Rates	4	Go
elect Time Period		
Current Month	44	Go

	4 WEEKS		8 WEEKS		13 WEEKS		26 WEEKS		<b>52 WEEKS</b>	
DATE	BANK	COUPON T EQUIVALEN	BANK IT DISCOUNT	COUPON FQUIVALENT	BANK	COUPON	BANK	COUPON	BANK	COUPON
05/01/19	6.4	2.42	2.36	2.41	2.38	2.43	2.37	2.44	2.31	2.39
05/02/19	2.40	2.44	2.41	2.46	2.41	2.47	2.39	2.46	2.33	2.41
05/03/19 2.38	2.38	2.42	2.39	2.44	2.38	2.43	2.39	2.46	2.33	2.41
05/06/19 2.39	2.39	2.43	2.39	2.44	2.39	2.44	2.39	2.46	2.31	2.39
05/07/19	2.39	2.43	2.39	2.44	2.38	2.43	2.39	2.46	2.30	2.38

Tuesday May 7, 2019 in, Dillo Emicoch moturity

## Certificates of Deposit Bank of New York Partners

06417NGV9 84223QAG2 583614BQ4 60685BER8 550551DV4 69506YLT4	Bank Ozk Bank Ozk Southern Bancorp Bank Arkadelph	AR AR	2.3 2.3	12/30/2019	4/29/2019	14405
84223QAG2 583614BQ4 60685BER8 550551DV4 69506YLT4	Southern Bancorp Bank Arkadelph	AR	2.3			
583614BQ4 M 60685BER8 M 550551DV4 L 69506YLT4 F	•			3/30/2020	4/29/2019	12900
60685BER8 N 550551DV4 L 69506YLT4 F	Machanias Daul, Diabasaud Calif	i: AR	2.3	4/29/2020	4/30/2019	335
550551DV4 L 69506YLT4 F	Mechanics Bank Richmond Calif	CA	2.25	6/28/2019	4/30/2019	5000
69506YLT4 F	Mizrahi Tefahot Bk Ltd	CA	2.3	7/24/2019	4/24/2019	3247
	uther Burbank Svgs Man Beach	CA	2.3	7/30/2019	4/30/2019	184
064860JX8 E	Pacific Westn Bk Ca	CA	2.3	7/30/2019	4/30/2019	18819
	Bank Sierra Calif	CA	2.3	8/5/2019	5/3/2019	2500
86804DBH0 S	Sunwest Bk Irvine Calif	CA	2.3	10/30/2019	4/30/2019	2050
065680PK0 E	Bank West San Francisco Calif	CA	2.35	11/1/2019	5/1/2019	2000
69408AAP5 F	Pacific Coast Bankers Bk Walnut Cr	€CA	2.3	11/6/2019	5/6/2019	3000
20415QGP8 (	Community West Bk Goleta	CA	2.3	11/29/2019	4/30/2019	500
86804DBJ6 S	Sunwest Bk Irvine Calif	CA	2.3	1/30/2020	4/30/2019	2500
32026UNV4 F	First Fndtn Bk Irvine Ca	CA	2.3	4/24/2020	4/26/2019	1000
149159NE1 (	Cathay Bk Los Angel Calif	CA	2.3	4/30/2020	4/30/2019	1000
3495FTCF4 F	Fortis Private Bk Denver Co	CO	2.25	7/30/2019	4/30/2019	4285
71270QTM8 F	Peoples United Bank	CT	2.3	10/30/2019	4/30/2019	1517
066519JL4 E	Bankunited Natl Assn	FL	2.35	8/1/2019	5/1/2019	4750
066519JK6 E	Bankunited Nati Assn	FL	2.35	4/24/2020	4/24/2019	12358
066519JM2 E	Bankunited Nati Assn	FL	2.4	4/30/2020	5/1/2019	7410
87270LCD3 T	Tiaa Fsb Jacksonville Fla	FL	2.3	4/30/2020	4/30/2019	3529
316041EE8 F	idelity Bk Atlanta Ga	GA	2.25	8/22/2019	4/24/2019	420
87164DNA4 S	Synovus Bk Columbus Ga	GA	2.3	10/30/2019	4/30/2019	1350
87164DMZ0 S	Synovus Bank Ga	GA	2.35	4/30/2020	4/30/2019	74
549104FS1 L	uana Savings Bank Luana Ia	IA	2.1	7/26/2019	4/26/2019	9965
320636AE3	First Iowa St Bk Keosauqua Ia	IA	2.25	7/30/2019	4/30/2019	5000
549104FU6 L	uana Savings Bank Luana Ia	IA	2.15	10/28/2019	4/26/2019	10000
89531WBS8 T	Treynor St Bk Iowa	IA	2.3	10/30/2019	4/30/2019	250
549104FV4 L	uana Savings Bank Luana Ia	IA	2.2	4/24/2020	4/26/2019	10000
74349KBD1 F	Prospect Bank (Illinois)	ſL	2.3	11/29/2019	4/29/2019	466
313812CZ0 F	ederal Svgs Bk Chicago II	IL	2.45	1/24/2020	4/26/2019	350
33621LDL4 F	First Svgs Bk Fsb Clarksville	IN	2.3	7/26/2019	4/26/2019	427
588493KK1 N	Merchants Bk Carmel Ind	IN	2.35	7/29/2019	4/29/2019	7942
33621LDK6 F	First Svgs Bk Fsb Clarksville	IN	2.3	10/22/2019	4/24/2019	5
588493KL9 N	Merchants Bk Carmel Ind	[N	2.4	10/29/2019	4/29/2019	5872
31604RDT9 F	idelity Bk Wichita Kans	KS	2.25	7/30/2019	4/30/2019	2825
31604RDV4 F	idelity Bk Wichita Kans	KS	2.3	10/30/2019	4/30/2019	1813
760296FM0 F	Republic Bk & Tr Co Louisville Ky	KY	2.35	4/24/2020	4/24/2019	625
024263CK9 A	American Bk & Tr Inc Ky	KY	2.3	4/30/2020	4/30/2019	2204
45083AMQ2	beriabank Lafayette La	LA	2.25	7/22/2019	4/24/2019	1500
45083AMN9 I	beriabank Lafayette La	LA	2.35	1/22/2020	4/24/2019	132
45083AMP4	beriabank Lafayette La	LA	2.3	4/21/2020	4/22/2019	70
156634AF4 (	Century Next Bk Ruston La	LA	2.25	4/29/2020	4/29/2019	1000
084601UB7 E	Berkshire Bk Pittsfield Ma	MA	2.15	5/24/2019	4/25/2019	1267
79411AAX2	Salem Five Cents Svgs Bk Ma	MA	2.2	5/24/2019	4/24/2019	2071
084601TX1 E	Berkshire Bk Pittsfield Ma	MA	2.15	5/28/2019	4/25/2019	2000
395181DB3	Greenfield Svgs Bk Ma	MA	2.2	7/8/2019	5/7/2019	1000
	Baycoast Bk Swansea Mass	MA	2.25	7/24/2019	4/24/2019	1691
	Berkshire Bk Pittsfield Ma	MA	2.2	7/25/2019	4/25/2019	1610
	idelity Co-Operative Bk Firb	MA	2.25	7/25/2019	4/25/2019	250
	Radius Bk Boston Mass	MA	2.25	7/30/2019	4/30/2019	2500
	Peoples Bk Holyoke Mass	MA	2.25	8/8/2019	5/8/2019	5000
	Peoples Bk Holyoke Mass	MA	2.3	9/30/2019	4/30/2019	18440
	Greenfield Svgs Bk Ma	MA	2.25	10/7/2019	5/7/2019	3500

084601TV5	Berkshire Bk Pittsfield Ma	MA	2.25	10/25/2019	4/25/2019	8820
072727AP5	Baycoast Bk Swansea Mass	MA	2.3	10/30/2019	4/30/2019	3000
75047ABB9	Radius Bk Boston Mass	MA	2.3	11/29/2019	4/30/2019	1867
27113PDA6	East Boston Svgs Bk Ma	MA	2.35	2/28/2020	4/30/2019	2978
084601TW3	Berkshire Bk Pittsfield Ma	MA	2.25	4/24/2020	4/25/2019	9900
800364BS9	Sandy Spring Bk Olney Md	MD	2.25	7/1/2019	5/1/2019	6920
78577TBL8	Saco And Biddeford Svgs Inst	ME	2.25	7/30/2019	4/30/2019	1250
45383KMH7	Independent Bk Grand Rapids Mic	h M!	2.25	6/3/2019	5/1/2019	1000
45383KMG9	Independent Bk Ionia Mich	MI	2.25	7/26/2019	4/26/2019	568
857894ZF9	Stearns Bk Na St Cloud Mn	MN	2.25	8/1/2019	5/1/2019	2325
857894ZG7	Stearns Bank Na	MN	2.25	4/30/2020	4/30/2019	1000
857894ZH5	Stearns Bank Na	MN	2.3	4/30/2020	4/30/2019	1500
85047AAK9	Springfield First Cmnty Bk Mo	MO	2.3	12/16/2019	5/15/2019	1679
301074DB3	Exchange Bk Gibbon Neb	NE	2.3	10/28/2019	4/26/2019	3
301074DA5	Exchange Bk Gibbon Neb	NE	2.35	1/27/2020	4/26/2019	2
58948PAL1	Meredith Vlg Svgs Bk Meredith	NH	2.3	8/6/2019	5/6/2019	4100
590290AF9	Merrimack Cnty Svgs Bk Concord	NH	2.3	8/6/2019	5/6/2019	4835
46176PLC7	Investors Bk/Short Hills	NJ	2.25	7/26/2019	4/26/2019	1228
46176PLB9	Investors Bk Short Hills Nj	NJ	2.3	10/25/2019	4/26/2019	1662
07370YXQ0	Beal Bk Usa Las Vegas Nev	NV	2.25	7/3/2019	5/1/2019	850
07370YXF4	Beal Bk Usa Las Vegas Nev	NV	2.25	7/31/2019	5/1/2019	3000
07370YXL1	Beal Bk Usa Las Vegas Nev	NV	2.3	8/28/2019	5/1/2019	5000
07370YXE7	Beal Bk Usa Las Vegas Nev	NV	2.25	10/23/2019	4/24/2019	90
07370YXG2	Beal Bk Usa Las Vegas Nev	NV	2.3	10/30/2019	5/1/2019	4755
07370YXM9	Beal Bk Usa Las Vegas Nev	NV	2.35	10/30/2019	5/1/2019	4739
07370YXN7	Beal Bk Usa Las Vegas Nev	NV	2.3	1/2/2020	5/1/2019	7500
07370YXP2	Beal Bk Usa Las Vegas Nev	NV	2.3	1/29/2020	5/1/2019	5000
07370YXK3	Beal Bk Usa Las Vegas Nev	NV	2.3	3/4/2020	5/1/2019	40000
06187QRA4	Bank East Asia Ltd New York Ny	NY	2.25	5/30/2019	4/30/2019	775
06187QRD8	Bank East Asia Ltd New York Ny	NY	2.25	6/3/2019	5/3/2019	2500
06187QRB2	Bank East Asia Ltd New York Ny	NY	2.3	6/28/2019	4/30/2019	495
06187QRF3	Bank East Asia Ltd New York Ny	NY	2.3	7/3/2019	5/3/2019	2500
063248JK5	Bank Leumi Usa New York Ny	NY	2.25	7/22/2019	4/24/2019	1329
06428FHW0	Bank Of China New York City Br	NY	2.4	7/26/2019	4/26/2019	115
465076PY7	Israel Disc Bk New York N Y	NY	2.25	7/26/2019	4/26/2019	1421
95737JAL2	Westchester Bk Yonkers N Y	NY	2.25	7/26/2019	4/26/2019	1500
06187QQZ0	Bank East Asia Ltd New York Ny	NY	2.3	7/30/2019	4/30/2019	971
06187QRE6	Bank East Asia Ltd New York Ny	NY	2.3	8/5/2019	5/3/2019	2500
856283H66	State Bk India Chicago III	NY	2.35	10/25/2019	4/25/2019	4834
06428FHX8	Bank Of China New York City Br	NY	2.4	10/28/2019	4/26/2019	596
06428FHZ3	Bank Of China New York City Br	NY	2.4	4/24/2020	4/26/2019	200
465076PZ4	Israel Disc Bk New York N Y	NY	2.35	4/24/2020	4/26/2019	1454
316777XA4	Fifth Third Bk Cincinnati Stn	ОН	2.25	5/31/2019	4/30/2019	4854
946251AU9	Wayne Svgs Cmnty Bk Wooster Oh		2.2	6/28/2019	4/30/2019	741
309747AH6	Farmers National Banc Corp	ОН	2.25	7/3/2019	5/3/2019	2000
90333VQ37	U.S. Bank Na	ОН	2.3	11/1/2019	5/1/2019	5000
309747AF0	Farmers National Banc Corp	ОН	2.25	2/3/2020	5/3/2019	3900
309747AG8	Farmers National Banc Corp	ОН	2.3	2/3/2020	5/3/2019	4000
90333VQ45	U.S. Bank Na	ОН	2.3	2/3/2020	5/1/2019	5000
59740JSF7	Midfirst Bk Okla City Ok	OK	2.25	8/1/2019	5/1/2019	2500
321207AF9	First Natl Bk&Tr Chickasha Ok	OK	2.25	9/30/2019	4/30/2019	1000
59740JSD2	Midfirst Bk Okla City Ok	OK	2.3	11/1/2019	5/1/2019	2450
59740JSE0	Midfirst Bk Okla City Ok	OK	2.3	2/3/2020	5/1/2019	1000
59740JRZ4	Midfirst Bk Okla City Ok	OK	2.35	4/24/2020	4/24/2019	257
59740JSG5	Midfirst Bk Okla City  Midfirst Bk Okla City	OK	2.3	4/30/2020	5/1/2019	2500
557,103505	Mambe BR Onld City		2.3	1, 30, 2020	3/1/2013	2300

05584CGQ3	Bny Mellon Na Instl Ctf Dep	PA	2.3	7/24/2019	4/24/2019	37
74390GAX5	Prudential Savings Bank Pa	PA	2.3	8/13/2019	5/13/2019	3000
29667RRL9	Essa Bk & Tr Stoudsburg Pa	PA	2.3	10/23/2019	4/23/2019	1553
712303AC0	Peoples Sec Bk & Tr Co	PA	2.3	10/30/2019	4/30/2019	4250
29667RRM7	Essa Bk & Tr Stoudsburg Pa	PA	2.25	11/29/2019	4/29/2019	2500
712303AD8	Peoples Security Bk & Tr	PA	2.35	4/30/2020	4/30/2019	4706
33767A7L9	Firstbank Pr Santurce	PR	2.35	4/24/2020	4/26/2019	970
940637LA7	Washington Tr Co Westerly R I	RI	2.3	10/28/2019	4/26/2019	3456
940637KZ3	Washington Tr Co Westerly R I	RI	2.3	1/27/2020	4/26/2019	4322
940637LB5	Washington Tr Co Westerly R !	RI	2.35	4/24/2020	4/26/2019	2366
72345SJC6	Pinnacle Bk Nashville Tenn	TN	2.35	7/30/2019	4/30/2019	17504
75954BDJ9	Reliant Bk Brentwood Tenn	TN	2.3	9/30/2019	4/30/2019	250
72345SJD4	Pinnacle Bk Nashville Tenn	TN	2.4	10/30/2019	4/30/2019	13343
394821AM4	Greeneville Fed Bk Fsb Tenn	TN	2.35	1/30/2020	4/30/2019	94
07370XC69	Beal Bk Plano Tex	TX	2.25	7/3/2019	5/1/2019	875
200339EM7	Comerica Bank	TX	2.35	7/30/2019	4/30/2019	3195
723605AU5	Pioneer Bk Ssb Austin Tx	TX	2.25	7/30/2019	4/30/2019	1971
07370XD27	Beal Bk Plano Tex	TX	2.25	7/31/2019	5/1/2019	4818
07370XC93	Beal Bk Plano Tex	TX	2.3	8/28/2019	5/1/2019	4844
723605AV3	Pioneer Bk Ssb Austin Tx	TX	2.3	8/30/2019	4/30/2019	914
234553BX2	Dallas Cap Bk Na	TX	2.25	9/3/2019	5/2/2019	4000
07370XC44	Beal Bk Plano Tex	TX	2.3	10/30/2019	5/1/2019	4820
07370XC85	Beal Bk Plano Tex	TX	2.35	10/30/2019	5/1/2019	4513
87219REW0	Tbk Bk Ssb Dallas Tex	TX	2.35	11/1/2019	5/1/2019	1354
07370XD35	Beal Bk Plano Tex	TX	2.3	1/2/2020	5/1/2019	4331
07370XC77	Beal Bk Plano Tex	TX	2.3	1/29/2020	5/1/2019	4949
87219REY6	Tbk Bk Ssb Dallas Tex	TX	2.35	2/3/2020	5/1/2019	1500
05580ARC0	Bmw Bk North Amer Salt Lake	UT	2.15	5/30/2019	4/30/2019	4750
98970L4P5	Zions Bancorp Na	UT	2.25	7/17/2019	4/24/2019	16
02007GJM6	Ally Bank	UT	2.2	7/25/2019	4/25/2019	1981
58404DDW8	Medallion Bk Utah	UT	2.35	1/24/2020	4/26/2019	327
98970L4X8	Zions Bancorporation Natl Assn	UT	2.35	3/24/2020	4/24/2019	2103
02007GJN4	Ally Bk Midvale Utah	UT	2.3	4/24/2020	4/25/2019	359
211163JB7	Continental Bk Utah	UT	2.3	4/27/2020	4/26/2019	500
29278TGT1	Enerbank Usa Ut	UT	2.35	4/29/2020	4/29/2019	1298
43785QNE9	Homestreet Bk Washington	WA	2.25	7/22/2019	4/24/2019	1779
17490BBD7	Citizens Community Feder	WI	2.25	7/30/2019	4/30/2019	2000
05549CGW4	Blc Cmnty Bk Wi	WI	2.3	10/29/2019	4/29/2019	634
32023QAH1	First Fed Bk Wis Waukesha	WI	2.3	10/30/2019	4/30/2019	240
23322GRM1	Dmb Cmnty Bk Deforest Wis	WI	2.3	12/30/2019	4/30/2019	243
17490BBC9	Citizens Community Federal	WI	2.3	1/27/2020	4/26/2019	873
58043PCV1	Mcfarland St Bk Wis	WI	2.35	1/30/2020	4/30/2019	8000
23322GRN9	Dmb Cmnty Bk Deforest Wis	WI	2.35	4/30/2020	4/30/2019	76
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4-K CONSIDERATION AND APPROVAL OF 2<sup>ND</sup> AMENDMENT TO LEASE AGREEMENT WITH AGC SOLUTIONS, LLC F/K/A RANCHO VIEJO PET CLUB, LLC.

### SECOND AMENDMENT TO LEASE AGREEMENT

WHEREAS, the Cameron County Regional Mobility Authority (the "Lessee") and Rancho Viejo Pet Club, LLC, a Texas limited liability company (the "Prior Lessor") entered into that certain Lease Agreement effective August 1, 2017, whereby the Prior Lessor leased to the Lessee the real property and improvements generally located at 3470 Carmen Avenue, Units B3, B4, B5, and B6, Rancho Viejo, Cameron County, Texas 78575 (the "Lease Premises"); and,

WHEREAS, the Lessee and the Prior Lessor entered into that certain First Amendment to Lease Agreement effective August 1, 2017, whereby the Lessee and the Prior Lessor corrected Prior Lessor's name under the Lease Agreement as well as agreed to include additional Units as part of the Lease Premises and agreed to a new amount of Base Rent; and,

WHEREAS, on March 18, 2019, the Prior Lessor filed a Certificate of Amendment with the Texas Secretary of State to change its name from Rancho Viejo Pet Club, LLC, to AGC Solutions, LLC; and,

WHEREAS, in accordance with section 9.09 of the Lease Agreement, the Prior Lessor and the Lease desire to amend the Lease as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lease Agreement is hereby amended, as follows:

- 1. The name of the Lessor in the Lease Agreement is hereby amended to be AGC Solutions, LLC, a Texas limited liability company (the "New Lessor").
- 2. The Prior Lessor assigns all of its right, title, and interest under the Lease Agreement to the New Lessor, and the New Lessor assumes any and all obligations under the Lease Agreement. "Lease Agreement" includes the Lease Agreement, First Amendment to Lease Agreement, this Second Amendment, and any future written agreements concerning the Lease Agreement.
- 3. Arturo Garcia represents to the Lessee that he is executing this Second Amendment on behalf of AGC Solutions, LLC, f/k/a Rancho Viejo Pet Club, LLC, and has the requisite authority to bind the Prior Lessor and the New Lessor to the terms of the Lease Agreement, as amended.
- 4. All other terms and conditions of the Lease Agreement remain the same and in full force and effect, and the parties reaffirm and acknowledge their obligations under the Lease Agreement.

This Second Amendment to Lease Agreement is executed to be effective as of March 18, 2019.

(Signature Page to Follow)

### LESSOR:

AGC SOLUTIONS, LLC, a Texas limited liability company f/k/a Rancho Viejo Pet Club, LLC, a Texas limited liability company

By: Arturo Garcia, Managing Member

LESSEE:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY,

a political subdivision of the State of Texas

By: Frank Parker, Jr., Chairman