

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 18<sup>th</sup> day of October 2019, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.  
CHAIRPERSON

MICHAEL F. SCAIEF  
DIRECTOR

ARTURO A. NELSON  
DIRECTOR

AL VILLARREAL  
DIRECTOR (joined via phone)

MARK ESPARZA  
DIRECTOR

DR. MARIA VILLEGAS, M.D.  
DIRECTOR (joined via phone)

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

\_\_\_\_\_  
ABSENT

=====

The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 15<sup>th</sup> day of October 2019 at 9:05 A.M.



**IMPROVING MORE THAN JUST ROADS**

POSTED ON WEB  
October 15, 2019  
at 10:17 A. M.

ACCEPTED FOR FILING  
CAMERON COUNTY

OCT 15 2019

SYLVIA GARZA-PEREZ  
COUNTY CLERK

## **AGENDA**

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

**3470 Carmen Avenue, Suite 5**

**Rancho Viejo, Texas 78575**

**October 18, 2019**

**12:00 Noon**

### **PUBLIC COMMENTS:**

1. Public Comments.

### **CONSENT ITEMS:**

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately.
  - A. Consideration and Approval of the Minutes for:  
September 13, 2019 – Regular Meeting.
  - B. Consideration and Approval of the FY 2020 CCRMA Investment Policy.
  - C. Consideration and Approval of the FY 2020 CCRMA Cost Allocation Plan.

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

3. 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 August 2019.
  - D. Consideration and Approval of Change Order No. 7 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.
  - E. Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap 2 Project.
  - F. Consideration and Approval of Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project.

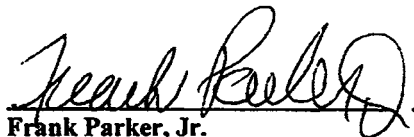
- G. Consideration and Approval of Work Authorization No. 14 with S&B Infrastructure for Traffic Studies for the FM 509 Project.
- H. Consideration and Approval of Work Authorization No. 15 with S&B Infrastructure for Traffic Studies for the Whipple Road Project.
- I. Consideration and Approval of Work Authorization No. 16 with S&B Infrastructure for Traffic Studies for the West Blvd. Project.
- J. Consideration and Approval of Recommendation of highest ranked GEC proposal for Morrison Road Preliminary Engineering Solicitation.
- K. Discussion and Possible Action regarding the setting of the date and time of the Monthly Board of Directors' Regular Meeting.

**EXECUTIVE SESSION:**

- 4. Executive Session.
  - A. Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code, Annotated (V.T.C.A.), Government Code, Section 551.071.
  - B. Confer with Cameron County Regional Mobility Authority Legal Counsel regarding issues with the CCRMA Toll Tag, Pursuant to V.T.C.A. Government Code, Section 551.071(2).
- 5. Action Relative to Executive Session.
  - A. Possible Action.
  - B. Possible Action.

**ADJOURNMENT:**

Signed this 15<sup>th</sup> day of October 2019.



Frank Parker, Jr.  
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.

## **CONSENT ITEMS**

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

### **2-A Consideration and Approval of the Minutes for:**

**September 13, 2019 – Regular Meeting.**

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board and went over a change on Item 6-A.

Director Esparza moved to approve the minutes for September 13, 2019 Regular Meeting with corrections to Item 6-A. The motion was seconded by Secretary Nelson and carried unanimously.

---

### **2-B Consideration and Approval of the FY 2020 CCRMA Investment Policy.**

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board. Mr. Sepulveda further mentioned that it was the same policy as last fiscal year

Director Esparza moved to approve the FY 2020 CCRMA Investment Policy as presented. The motion was seconded by Secretary Nelson and carried unanimously.

**The Policy is as follows:**

---

### **2-C Consideration and Approval of the FY 2020 CCRMA Cost Allocation Plan.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned that it was the same allocation plan as last fiscal year.

Director Esparza moved to approve the FY 2010 CCRMA Cost Allocation Plan as presented. The motion was seconded by Secretary Nelson and carried unanimously.

**The Plan is as follows:**

---

## **ACTION ITEMS**

### **3-A Acknowledgement of Claims.**

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

Secretary Nelson moved to acknowledge the Claims as presented. The motion was seconded by Director Villegas and carried unanimously.

**The Claims are as follows:**

---

### **3-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:**

---

### **3-C Consideration and Approval of the Financial Statements and Budget Amendments for the month of August 2019.**

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

Director Scaief moved to approve the Financial Statements for the month of August 2019. The motion was seconded by Director Esparza and carried unanimously.

**The Financials are as follows:**

---

### **3-D Consideration and Approval of Change Order No. 7 with Foremost Paving, Inc. for the SH 550 Gap 1 Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned it was the last Change Order to close out the project.

Director Scaief moved to approve Change Order No. 7 with Foremost Paving, Inc. for the SH 550 Gap 1 Project. The motion was seconded by Director Esparza and carried unanimously.

**The Change Order is as follows:**

---

**3-E Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap 2 Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and recommended approval.

Director Esparza moved to approve the Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap 2 Project. The motion was seconded by Director Garza and carried unanimously.

**The Resolution and Agreement are as follows:**

---

**3-F Consideration and Approval of Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the need for the Work Authorization. Mr. Sepulveda further informed the Board that funding for construction was in place. The City of Brownsville and Cameron County are partners in the project.

Director Scaief moved to approve Work Authorization No. 12 with S&B Infrastructure for the Old Alice Road Project. The motion was seconded by Director Esparza and carried unanimously.

**The Work Authorization is as follows:**

---

**3-G Consideration and Approval of Work Authorization No. 14 with S&B Infrastructure for Traffic Studies for the FM 509 Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the need for the Work Authorization. Mr. Sepulveda further informed the Board that the studies are needed to prepare the environmental document. Source of funds will be TRZ Funds.

Director Esparza moved to approve Work Authorization No. 14 with S&B Infrastructure for Traffic Studies for the FM 509 Project. The motion was seconded by Director Villegas and carried unanimously.

**The Work Authorization is as follows:**

---

**3-H Consideration and Approval of Work Authorization No. 15 with S&B Infrastructure for Traffic Studies for the Whipple Road Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the need for the Work Authorization. Mr. Sepulveda further informed the Board that the studies are needed to prepare the environmental document. Source of funds will be TRZ Funds.

Director Esparza moved to approve Work Authorization No. 15 with S&B Infrastructure for Traffic Studies for the Whipple Road Project. The motion was seconded by Director Villegas and carried unanimously.

**The Work Authorization is as follows:**

---

**3-I Consideration and Approval of Work Authorization No. 16 with S&B Infrastructure for Traffic Studies for the West Blvd. Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the need for the Work Authorization. Mr. Sepulveda further informed the Board that the studies are needed to prepare the environmental document. Source of funds will be TRZ Funds.

Director Esparza moved to approve Work Authorization No. 16 with S&B Infrastructure for Traffic Studies for the West Blvd. Project. The motion was seconded by Director Villegas and carried unanimously.

**The Work Authorization is as follows:**

---

**3-J Consideration and Approval of Recommendation of highest ranked GEC proposal for Morrison Road Preliminary Engineering Solicitation.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board. Mr. Rincones presented a summary of the resulting scores and evaluation. (see attached Memo)

Secretary Nelson moved to approve the Recommendation of highest ranked GEC proposal for Morrison Road Preliminary Engineering Solicitation. The motion was seconded by Director Scaief and carried unanimously.

---

**3-K Discussion and Possible Action regarding the setting of the date and time of the Monthly Board of Directors' Regular Meeting.**

Mr. Pete Sepulveda, RMA Executive Director went over the item and after further discussion the Board authorized Staff to work with Legal Counsel on regular meeting dates.

Director Esparza moved to authorize Staff to meet with Legal Counsel on regular meeting dates. The motion was seconded by Director Villegas and carried unanimously.

---

**EXECUTIVE SESSION ITEMS**

Director Esparza made a motion at 12:21 P.M. to go into Executive Session. The motion was seconded by Director Villegas and carried unanimously.

**4-A Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.**

**4-B Confer with Cameron County Regional Mobility Authority Legal Counsel regarding issues with the CCRMA Toll Tag, Pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Esparza moved to come back into open session at 12:31 P.M. The motion was seconded by Secretary Nelson and carried unanimously.

**NOTE: Director Villegas and Director Villarreal logged off the meeting at 12:32 P.M.**

---

## ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 5-A Confer with Legal Counsel regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071.

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

- 5-B Confer with Cameron County Regional Mobility Authority Legal Counsel regarding issues with the CCRMA Toll Tag, Pursuant to V.T.C.A. Government Code, Section 551.071(2).

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

## ADJOURNMENT

There being no further business to come before the Board and upon motion by Secretary Nelson and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:51 P.M.

APPROVED this 7<sup>th</sup> day of Nov. 2019.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
ARTURO A. NELSON, SECRETARY



**2-B CONSIDERATION AND APPROVAL OF THE FY 2020 CCRMA  
INVESTMENT POLICY.**



## **INVESTMENT POLICY FISCAL YEAR 2020**

### **I. POLICY**

Cameron County Regional Mobility Authority (the “Authority”) recognizes that effective cash management is good fiscal management. Investment earnings are a source of revenue for the Authority. Therefore, it is the Authority’s policy to consider safety and risk of investment, allow for anticipated cash flow requirements, and invest all available funds in conformance with these legal and administrative guidelines, while seeking to optimize investment earnings.

Investments shall be made with the primary objectives of:

- Safety and preservation of principal
- Maintenance of liquidity
- Responsiveness to the public trust
- Diversification of investments
- Optimization of investment earnings

### **II. PURPOSE**

The purpose of this investment Policy is to comply with Chapter 2256 of the Government Code (“Public Funds Investment Act”), which requires the Authority to adopt a written investment policy regarding the investment of its funds and funds under its control. This Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the Authority’s funds.

### **III. SCOPE**

This investment policy shall govern the investment of all financial assets of the Authority as accounted for in the Authority’s Financial Statements, including but not limited to, general operating, debts services, and capital project funds.

When possible, the Authority will consolidate cash balances to maximize investment earnings. Investment income will be allocated, if necessary, to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity of the Authority. However, this Policy does not apply to the assets administered for the benefit of the Authority by outside agencies under deferred compensation programs.

#### **IV. INVESTMENT OBJECTIVES**

The Authority shall manage and invest its cash with five primary objectives, listed in order of priority: safety, liquidity, public trust, diversification, and yield, expressed as optimization of investment earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The Authority shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

##### **Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk – The Authority will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
  - Limiting investments to the safety types of investments
  - Pre-qualifying the financial institutions, pools and broker/dealers with which the Authority will do business
  - Diversifying the investment portfolio so that potential losses on individual issuers' will be minimized.
- Interest Rate Risk – the Authority will minimize the risk that the investment earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
  - Structuring investments to meet cash requirement
  - Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools function as money market mutual funds

- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

### **Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in bank deposits, money market mutual funds or local government investment pools functioning as money market mutual funds that offer same-day liquidity.

### **Public Trust**

All participants in the Authority's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in the Authority's ability to govern effectively.

### **Diversification**

The investment portfolio shall be diversified to avoid unreasonable risks and over concentration of risks. This is accomplished by structuring the portfolio so that a variety of investments are utilized.

### **Yield (Optimization of Investment Earnings)**

The Investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. "Weighted Average Yield to Maturity" shall be the performance measurement standard for the portfolio.

## **V. RESPONSIBILITY AND CONTROL**

### **Delegation of Authority**

The Authority designates the Coordinator and the Director of Finance/Auditor as the Investment Officers. No person may engage in an investment transaction or the management of Authority's funds except as provided under the terms of this Investment Policy. The investment authority granted to the Investment Officers is effective until rescinded by the Authority's Board of Directors.

### **Quality and Capability of Investment Management**

The Authority shall provide periodic training in investments for the designated Investment Officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

### **Training Requirements**

The designated Investment Officers shall attend an investment training sessions no less often than once every two years and shall receive not less than 10 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within six months of the date the Officer took office or assumed the Officer's duties. The Audit Committee shall annually approve the list of authorized investment training providers.

### **Internal Controls**

The Authority's Director of Finance/Auditor is responsible for establishing and maintaining an internal control structure designed to ensure that the financial assets of the Authority are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Authority shall establish a process for annual independent review by an external auditor in conjunction with the annual audit to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion
- Separation of transactions authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation for telephone (voice) transactions for investments and wire transfers

## **Prudence**

The standard of prudence to be applied by the Investment Officers shall be the “prudent investor” rule. This states that “investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. In determining whether Investment Officers have exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the Authority’s control, over which the Investment Officers had responsibility rather than a consideration as to the prudence of a single investment
- Whether the investment decision was consistent with the written approved Investment Policy of the Authority

## **Indemnification**

The Investment officers, acting in accordance with the prudent investor rule and otherwise with respect to the Authority’s written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

## **Ethics and Conflicts of interest**

Investment Officers involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Officers shall disclose all interests in financial institutions with which they conduct Authority business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Authority.

An Investment Officer of the Authority who has a personal business relationship with an organization seeking to sell an investment to the Authority shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Authority shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Authority’s Board of Directors.

## **VI. SUITABLE AND AUTHORIZED INVESTMENTS**

### **Portfolio Management**

The Authority currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the Authority require that the investment be liquidated.

### **Investments**

Authority funds may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act. Investment of Authority’s funds in any instrument or security not authorized for investment under the Investment Policy is prohibited. The Authority will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

#### **I. Authorized**

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the Authority, or c) is executed through a depository institution that has its main office or a branch office in Texas that participated in the Certificate of Deposit Account Registry Service (CDARS) and meets the requirements of the Public Funds Investment Act.
3. Money Market Mutual Funds that are 1) registered and regulated by the Securities and Exchange Commission, 2) invest only in “government” securities or repurchase agreements, 3) rated AAAM, or its equivalent, by at least one nationally recognized rating service, and 4) seek to maintain a net asset value of \$1.00 per share.
4. State and local government investment pools organized under the Inter-local Cooperation Act that 1) meet the requirements of the Public Funds Investment Act, 2) invest only in “government” security or repurchase agreements, 3) are rated no lower than AAAM or an equivalent rating by at least one nationally recognized rating service, and 4) are authorized by resolution or ordinance by the Board of Directors. A public funds investment pool created to function as

a money market mutual fund must mark its portfolio to market daily and seek to maintain a \$1.00 net asset value. Any investment pool that does not meet the requirements of one that is created to function as money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days, or 366 days in the case of a leap year, and must provide a fixed interest rate and fixed maturity term for each pool position.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

## **II. Not Authorized**

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or collateralized mortgage obligations with an inverse floating interest rate coupons or maturity date of over 10 years are strictly prohibited.

With respect to authorized investments, this Policy is more restrictive than the Public Funds Investment Act.

## **VII. INVESTMENT PARAMETERS**

### **Maximum Maturities**

The longer the maturity of investments, the greater their price volatility. Therefore, it is the Authority's policy to concentrate its investment portfolio in shorter-term securities.

The Authority will not directly invest in securities maturing more than two (2) years from the date of purchase.

### **Diversification**

The Authority recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Diversifying investments to avoid over concentration,
- Prohibiting investment with higher credit risks,
- Varying maturities, and
- Continuously investing a portion of the portfolio in alternatives that offer same day liquidity.



## VIII. INVESTMENT STRATEGIES

### **Investment Strategies by Fund Type**

**General Operating Funds:** These funds shall have as their primary objectives: safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. Managing the weighted average days to maturity for the General Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the overall portfolio.
3. **Liquidity:** The General Operating Fund requires the greatest short-term liquidity. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. The Authority must maintain a reasonable balance of highly liquid assets relative to less liquid assets to ensure adequate liquidity and diversification mix.
5. **Diversification:** Investment maturities should be staggered throughout the cash flow cycle. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.
6. **Yield:** Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

**Debt Service Funds:** Investment strategies for debt service shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

3. **Liquidity:** Debt Service Funds have predictable payment schedules with reduced liquidity requirements. Investment maturities should not exceed the anticipated cash flow requirements. Investments pool and money market mutual funds may provide a competitive yield alternative for short term fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.
5. **Diversification:** Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.
6. **Yield:** Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

**Debt Service Reserves:** Investment strategies of debt service reserve funds shall have as their primary objective the generation of a dependable revenue stream from high quality securities in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment’s market risk if the debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the final maturity of the borrowing.
3. **Liquidity:** Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the debt holders. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and liquidity.
4. **Marketability:** Securities with less active and efficient secondary markets are acceptable.
5. **Diversification:** Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.
6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy’s risk constraints.

**Capital Projects Funds:** Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. If the Authority has funds from bond proceeds, they shall be invested in accordance with provisions in the bond documents.

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Project Funds to not exceed the anticipated expenditure schedule the market risk of the overall portfolio will be minimized.
3. **Liquidity:** Capital Project Funds programs have reasonably predictable draw schedules reducing liquidity requirements. Investment pools and money market mutual funds will provide readily available funds or a competitive yield alternative for short term fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. The Authority must maintain a reasonable balance of highly liquid assets relative to less liquid assets to ensure adequate liquidity and diversification mix.
5. **Diversification:** Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Capital Project Funds. Generally, when investment rates exceed the applicable cost of borrowing, the Authority is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.
6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Capital Project Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

## **IX. SELECTION OF BANKS AND BROKER/DEALERS**

### **Depository**

A Depository shall be selected by the Authority in accordance with section 7.5(f) and other applicable sections of the Authority's Procurement Policy and shall be based on at least the following selection criteria, as determined by the Authority in its sole and absolute discretion:

- The ability to qualify as a depository for public funds in accordance with state law.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements of the Authority's procurement.
- Complete application in response to all items required by the Authority.
- "Best value" net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.
- A statement showing the financial condition of the depository on the date of the response to the Authority's procurement.
- All depository deposits shall be insured or collateralized in compliance with applicable state law, which includes but is not limited to TEX. GOV'T CODE, Chapter 2257. The Authority reserves the right in its sole and absolute discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits.
- Whether the Depository provides a certified check or cashier's check for at least one-half percent of the Authority's revenue for the preceding year as a good-faith guarantee that, if the Depository's proposal is accepted, the Depository will execute any bond required by the Authority in its sole and absolute discretion.
- The Depository's compliance with or satisfaction of any and all other requirements described in the Authority's procurement, the Authority's policies, and applicable law.

Any Depository, who is designated after the Authority considers and acts upon the applications, shall be required to sign a Depository Agreement with the Authority. The collateralized deposit portion of the Agreement shall define the Authority's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing.
- The Agreement has to be executed by the Depository and the Authority contemporaneously with the acquisition of the asset.
- The Agreement must be approved by the Board of Directors of the Authority.
- The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the Authority.
- The Agreement must be part of the Depository's "official record" continuously since its execution.

### **Authorized Broker/Dealers**

The Audit Committee shall, at least annually, review, revise, and adopt a list of qualified broker/dealers and financial institutions authorized to engage in securities transactions with the Authority. Those firms that become qualified shall provide certification stating the firm has received, read and understood the Authority's Investment Policy and agree to comply with the Policy. Authorized firms include primary dealers or secondary dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

- Audited Financial Statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of FINRA certification
- Proof of State Registration
- Certification of having read and understood and agreeing to comply with the Authority's investment policy and certifying that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Authority's Policy

All financial institutions who desire to become depositories must supply the following (as appropriate):

- Audited Financial Statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of State registration

- Certification of having read and understood and agreeing to comply with the Authority's investment policy and certifying that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Authority's Policy

### **Competitive Bids**

It is the policy of the Authority to provide a competitive environment for all individual security purchases and sales, and money market mutual fund and local government investment pool selection. The Investment Officers shall develop and maintain procedures for ensuring a competition in the investment of the Authority's funds.

### **Delivery vs. Payment**

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

### **Investment Advisors**

Investment advisors shall adhere to the spirit, philosophy and specific terms of the Policy and shall advise within the same "Standard of Care". Selected investment advisors must be registered under the Investment Advisors Act of 1940 or with the State Securities Board. A contract with an investment advisor may not be for a term longer than two years and must be approved by the Authority's Board of Directors, including any renewals or extensions.

## **X. SAFEKEEPING OF SECURITIES AND COLLATERAL**

### **Safekeeping and Custodian Agreements**

The Authority shall contract with a bank or banks for the safekeeping of securities either owned by the Authority as part of its investment portfolio or held as collateral to secure financial institution deposits.

Securities owned by the Authority shall be held in the Authority's name as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral for deposits will be held by a third party custodian designated by the Authority and pledged to the Authority as evidenced by safekeeping receipts shall be obtained. Collateral may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third party bank approved by the Authority and eligible under state law.

### **Collateral Policy**

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Authority to require full collateralization of all Authority funds on deposit with a depository bank. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits less any amount insured by the FDIC. At its discretion, the Authority may require a higher level of collateralization for certain investment securities.

Securities pledged as collateral shall be held by an independent third party with whom the Authority has a current custodial agreement. The Authority's Director of Finance/Auditor is responsible for entering into collateralization agreements with third party custodians in compliance with this Investment Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the Authority. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

### **Collateral Defined**

The Authority shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities.
- Direct obligations of the state of Texas or its agencies and instrumentalities.
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States.
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or it's equivalent with a remaining maturity of ten (10) years or less.
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A, or its equivalent.
- A letter of credit issued to the Authority by the Federal Home Loan Bank.

### **Subject to Audit**

All collateral shall be subject to inspection and audit by the Authority's designated financial officer of the Authority's independent auditors.

## **XI. REPORTING**

### **Methods**

The Investment Officers shall prepare an investment report at least quarterly in compliance with generally accepted accounting principles and the Public Funds Investment Act. This report will be prepared in a manner that will allow the Authority to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the Authority.

In conjunction with the annual audit, an independent auditor will perform a formal annual review of the quarterly reports with the results reported to the Board of Directors.

### **Monitoring Market Value**

Market value of all collateral, pools and securities will be monitored periodically and obtained from a reputable and independent source.

## **XII. INVESTMENT POLICY ADOPTION**

The Authority's Investment Policy shall be adopted by resolution of the Board of Directors. It is the Authority's intent to comply with state laws and regulations. The Authority's Investment Policy shall be subject to revisions consistent with changing laws, regulations and needs of the Authority. The Board of Directors shall annually adopt a resolution stating that it has reviewed the Policy and Investment strategies, approving any changes or modifications.



**2-C CONSIDERATION AND APPROVAL OF THE FY 2020 CCRMA COST  
ALLOCATION PLAN.**



## MEMORANDUM

**TO:** CCRMA Board of Directors  
**FROM:** Adrian Rincones   
**DATE:** October 18, 2019  
**SUBJ:** Consideration and Approval of CCRMA Cost Allocation Plan of FY2020

---

The purpose of the cost allocation plan is to provide a framework for which certain project costs can be eligible for reimbursement in the event Federal or State Grant funds are available.

Staff recommends approval.



# **COST ALLOCATION PLAN**

**2020 FISCAL YEAR**

**PREPARED IN ACCORDANCE WITH  
2 CFR PART 225, COST PRINCIPLES FOR STATE, LOCAL, AND  
INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)**

**JESUS ADRIAN RINCONES, CPA  
CHIEF FINANCIAL OFFICER**

**DOCUMENT CONTROL**

Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	Approved FY2018 Policy	Adrian Rincones		Final	9/29/17
2.0	Updated to include Environmental Staff as direct labor cost	Adrian Rincones		Final	11/3/17
3.0	Approved FY2020 Policy	Adrian Rincones		Final	10/4/19

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
COST ALLOCATION PLAN

TABLE OF CONTENTS

	Page
OFFICIAL CERTIFICATION .....	2
ORGANIZATIONAL CHART .....	3
GENERAL COMMENTS	
NARRATIVE .....	4
DETAIL OF ALLOCATED COSTS .....	5
SUMMARY OF ALLOCATION BASIS .....	6


## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the Cost Allocation Plan submitted herewith and to the best of my knowledge and belief hereby certify that:

1. All costs included in this proposal to establish cost allocations or billings for the 2020 Fiscal Year are allowable in accordance with the requirements of 2 CFR Part 225 "Cost Principles for State, Local, and Indian Tribe Governments," (OMP Circular A-87) and the Federal/State Award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the Cost Allocation Plan.
2. All costs included in this proposal are properly allocable to Federal/State awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

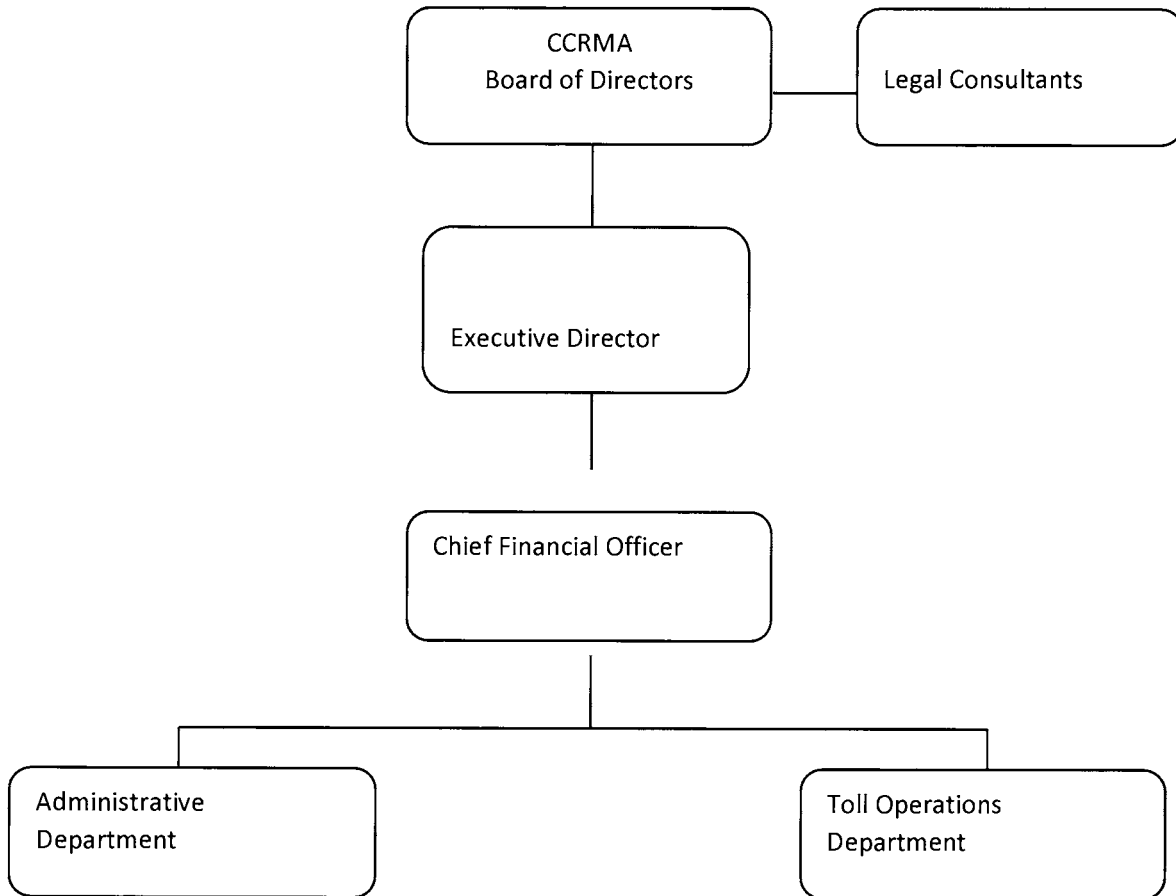
X 

Jesus Adrian Rincones, CPA  
Chief Financial Officer

X 10/11/19

Date

## ORGANIZATION STRUCTURE



## NARRATIVE

The purpose of this Cost Allocation Plan is to summarize, in writing the methods and procedures the Cameron County Regional Mobility Authority (CCRMA) will use to allocate costs to various Projects, Grants, Contracts and Agreements.

2 CFR 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments” establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and Federally-recognized Indian Tribal Governments. 2 CFR 225 is issued under the authority of the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended; the Chief Financial Officers Act of 1990; Reorganization Plan No. 2 of 1970; and Executive Order No. 11451 (“Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President”)

Factors Affecting Allowability of Cost under this Plan:

1. Be necessary and reasonable for proper and efficient performance and administration of Federal/State/Local funds.
2. Be allocable to awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State and Local laws or regulations.
4. Be consistent with policies, regulations, and procedures that apply to Federal/State/Local awards and other activities of the CCRMA.
5. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost and as an indirect cost for another federal award.
6. Be adequately documented and net of all applicable credits.

Composition of Cost:

Total cost is comprised of the allowable direct cost, plus its allocable portion of allowable indirect costs, less applicable credits.

Direct Costs – Costs that can be identified specifically with a particular final cost objective



Indirect Costs – Costs incurred for a common or joint purpose benefitting more than one cost objective, not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

## **DETAIL OF ALLOCATED COSTS**

### **General Approach**

1. All allowable direct costs are charged directly to projects, programs, grants, contracts, etc.
2. Allowable direct costs that can be identified to more than one project are prorated individually as direct costs using a base appropriate to the particular cost.
3. All other allowable indirect costs as defined above are allocated to projects, programs, grants, contracts, etc. using a base that results in an equitable distribution.

### **CCRMA DIRECT COSTS**

Costs considered to be allocated as direct costs as mentioned and defined above, are as follows:

- Compensation of executive director
- Compensation of chief financial officer
- Compensation of environmental program manager
- Compensation of engineering staff
- Contractual project cost for the following professional services; engineering, legal, and other project related services
- Construction and construction management costs
- Project related equipment costs
- Preliminary engineering costs

- Plans, specifications, and engineering costs
- Right of way, utilities, and related costs
- Project related insurance costs
- Financing interest on construction projects
- Project legal costs

## CCRMA INDIRECT COSTS

Costs considered to be allocated as indirect costs as mentioned and defined above are as follows:

- Administrative and office personnel compensation & contractual labor
- Education & training
- Dues & membership costs
- Office supplies and other operational costs
- Audit costs
- Other professional services not directly related to projects
- Office & equipment rental costs

## SUMMARY OF ALLOCATION BASIS

In order for the CCRMA to promote fair and equitable sharing of indirect costs, recognize the full cost of services, and better manage its resources it must assign an allocation basis that can meet this objective. The allocation basis is designed to have a cause and effect relationship, uphold fairness, be measurable, and match the benefits received. The allocation basis used to determine the applicable direct and indirect costs necessary of allocation is the direct labor percentages of the executive director, chief financial officer, and environmental program manager.

Direct Labor is measured as a percentage of time or documented hours worked on each individual project. The percentage of total applicable direct labor costs per project is then used to allocate the total indirect costs allowable to each project. (See Example below)

## Example

	Executive Director	Chief Financial Officer	Environmental Program Manager	% of Time allocated to project
Project 1	20%	30%	20%	23%
Project 2	15%	15%	10%	13%
Project 3	15%	15%	20%	17%
Project 4	15%	15%	30%	20%
Project 5	15%	15%	10%	13%
Project 6	20%	10%	10%	14%
Total	100%	100%	100%	100%

	% of total Direct Labor Costs	Allocable Indirect cost in \$
Project 1	23%	\$ 23
Project 2	13%	13
Project 3	17%	17
Project 4	20%	20
Project 5	13%	13
Project 6	14%	14
Total	100%	\$ 100

**3-A    ACKNOWLEDGEMENT OF CLAIMS.**

---



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement October 14, 2019**

**100 - Operations**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
BNY	Bank of New York Mellon	252-2233649	\$ 2,170.00	CCRMA 2014 VRF Rev Bond	Indirect	Y	Local	Ope
Culligan	Culligan of the Rio Grande Valley	320895 9.27.19	61.88	Culligan Water September 2019	Indirect	Y	Local	Ope
MPC Studios, Inc	MPC Studios, Inc	28139	125.00	Webhosting Maintenance CCRMA	Indirect	Y	Local	Ope
Toshiba Business Sol	Toshiba America Business Solutions, Inc	1930271	12.50	Freight for Toshiba Toner	Indirect	Y	Local	Ope
Toshiba Financial	Toshiba Financial Services	34087255	311.26	Toshiba Printer October 2019	Indirect	Y	Local	Ope
			<u>2,680.64</u>					

**525 - Tolls**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
Culligan	Culligan of the Rio Grande Valley	320895 9.27.19	\$ 52.99	Culligan Water September 2019	Indirect	Y	Local	Tolls
Foremost Paving	Foremost Paving Inc	16	1,292.00	SH550 Gap I , Request # 16	SH 550	Y	Local	Tolls
Xerox	Xerox	098254851	298.61	Xerox Tolls September 2019	Indirect	Y	Local	Tolls
Xerox Corporation	Xerox Financial Services LLC	1795194	1,000.77	Formax Lease Payment	Indirect	Y	Local	Tolls
Zeehive LLC	Zellmer McConnell Advertising	1391	7,500.00	Photography Fee for Cameron Parks Photo Shoot	Indirect	Y	Local	Tolls
			<u>10,144.37</u>					



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims for Acknowledgement October 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 9.30.19	\$ 77.72	CFO Travel Reimbursement for Sep 2019	Indirect	Y	Local	Ope
AGC	AGC Solutions LLC	Oct 2019	4,060.00	Admin Offices Rent October 2019	Indirect	Y	Local	Ope
Brownsville Chambr	Brownsville Chamber of Commerce	69704	420.00	Brownsville Chamber Membership Dues Jan 2020	Indirect	Y	Local	Ope
Harlingen	Harlingen Area Chamber of Commerce	HCC 10.4.19	2,500.00	Harlingen Chamber of Commerce sponsorship for CC Address Publ	Indirect	Y	Local	Ope
PEDRO SEPULVEDA	PEDRO SEPULVEDA JR.	PSJ Aug 2019	291.16	Executive Director travel reimbursement for TxDOT Meetings, Mission/Mayor, McAllen Bridge Director	Indirect	Y	Local	Ope
PEDRO SEPULVEDA	PEDRO SEPULVEDA JR.	PSJ Sep 2019	388.87	Executive Director travel reimbursement for Sep 2019 Meeting	Indirect	Y	Local	Ope
The Rentfro Law F	Rentfro, Irwin, & Irwin, P.L.L.C.	84	3,800.00	Legal Services for Sep 2019	Indirect	Y	Local	Ope
ZIEGNER	ZIEGNER TECHNOLOGIES	103511	402.00	Hosting services for Oct 2019	Indirect	Y	Local	Ope
<b>Total Operations</b>			<u>11,939.75</u>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	Adrian Rincones	AR 9.30.19	\$ 201.07	CFO Travel Reimbursement for Sep 2019	Indirect	Y	Local	Tolls
Create Multimedia	Workhorse Marketing DBA Workhorse Digital	16907	5,775.00	Brand Strategy and Logo from Workhorse	Indirect	Y	Local	Tolls
Create Multimedia	Workhorse Marketing DBA Workhorse Digital	16938	327.74	Workhorse travel for brand strategy and logo	Indirect	Y	Local	Tolls
Duncan Solutions	Law Enforcement Systems LLC	DS0000004169	610.48	DMV Records for Sep 2019	Indirect	Y	Local	Tolls
Fagan Consulting	Fagan Consulting LLC	CCOS1909	2,208.96	Consulting for Operation Support for Tolls Sep 2019	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	28743187	4.22	Utilities for SH550 DC Sep 2019	Direct	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	28744705	610.71	Utilities for SH550 DC Sep 2019-2	Direct	Y	Local	Tolls
Gulf Data Products	E.A. Stone dba Gulf Data Products	10.1.19	35.95	Business cards for tolls CSRs	Indirect	Y	Local	Tolls
Megashine Cleaning	Megashine Cleaning LLC	1417	1,190.00	Janitorial Services for Oct 2019	Indirect	Y	Local	Tolls
PAM	Professional Account Management, LLC	PAM 10.1.19	5.59	PAM Check for Collections pmts from Central Bolt & Industria	Indirect	Y	Local	Tolls
PAM	Professional Account Management, LLC	PAM 10.1.19-2	40.02	PAM Check for Collections Pmt from Marshall East	Indirect	Y	Local	Tolls
PAM	Professional Account Management, LLC	PAM 9.20.19	332.43	Toll Pmt to PAM from TPS Customer	Indirect	Y	Local	Tolls
PAM	Professional Account Management, LLC	PAM CEMEX 9.30.1	767.23	PAM Customer Pmt from CEMEX	Indirect	Y	Local	Tolls
Prisciliano Delgado	Prisciliano Delgado	10703	200.00	Lawn Care Services for Sep 2019	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI 9.26.19	617.23	Toll Syst and Maint Support travel reimb for 9.26.19	Indirect	Y	Local	Tolls
US Post Master	US Post Master	USPS 10.2.19	5,500.00	USPS Postage Replenishment 10.2.19	Indirect	Y	Local	Tolls
Verizon Wireless	Verizon Wireless	9838711985	89.57	Phone and Hotspot services	Indirect	Y	Local	Tolls
Zeehive LLC	Zelimer McConnell	1387	3,000.00	Branding and Tag Services #3	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<u>21,516.20</u>					

**525 - Tolls Interlocal Agreement**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Tecsidel SA	Tecsidel SA	819	\$ 2,500.00	Maintenance for Pharr for Sep 2019	Pharr-Reynosa Int'l Bridge	Y	Local	Tolls
<b>Total Tolls</b>			<u>2,500.00</u>					

Operations \$ 11,939.75  
Tolls 21,516.20  
Tolls - Interloc 2,500.00  
Total Transfer \$ 35,955.95



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims for Acknowledgement September 26, 2019**

**100-Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer	g	Bank
						Funds	Source	Account
Abila	Abila	Q78053-1	\$ 2,145.00	Abila Hosting Services 9.9.19-9.8.2020	Indirect	Y	Local	Ope
AFLAC	Aflac	349063	235.82	Aflac Employee Supplemental Insurance	Indirect	Y	Local	Ope
Amazon	Amazon	Amazon Aug 2019	240.10	Amazon Office Purchases for Aug 2019	Indirect	Y	Local	Ope
American Express	American Express	AMEX Sep 2019	1,735.66	AMEX Sep 2019 office purchases	Indirect	Y	Local	Ope
BNY	Bank of New York Mellon	252-2229456	3,972.00	Revenue and Tax Bonds Series 2012 Agent Fees	Indirect	Y	Local	Ope
Emp Ericka Trevino	Ericka Trevino	ET 9.26.19	102.53	Accountant/HR travel reimbursement	Indirect	Y	Local	Ope
Emp Victor J. Barron	Victor J. Barron	VJB 9.26.19	72.43	Controller travel and office supplies reimbursement	Indirect	Y	Local	Ope
GeoSearch LLC	GeoSearch LLC	19-11430	270.00	Geo Search Veterans POV Project Environmental Report	CC- Veterans Bridge	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28719660	234.25	Utilities for Admin Ste 3 and 4	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28719852	217.80	Utilities for Admin Ste 5 and 7	Indirect	Y	Local	Ope
gEXA eENERGY	Gexa Energy, LP	28723260	93.37	Utilities for Tolls Office and Ste 6	Indirect	Y	Local	Ope
Republic Services	Republic Services	0863-001715156	126.67	Waste utilities	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.800-04	6,889.81	Cultural Resources WA #8	CC- Veterans Bridge	Y	Local	Ope
Staples Business	Staples Business Credit	Staples Aug 2019	62.78	Staples Business Supplies Aug 2019	Indirect	Y	Local	Ope
<b>Total Operations</b>			<b>16,398.22</b>					

**100-Interlocal Agreements**

Pathfinder Public Af	Pathfinder Public Affairs, Inc	19-8	8,000.00	Aug 2019 Consulting Services for Cameron County	Indirect	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2716.110-02	14,021.57	CC Bridge Project Management	CC - Bridge Maintenance Projects	Y	Local	Ope
S&B	S&B Infrastructure, LTD	U2973-01	10,745.67	Los Indio LPOE Export Bldg & Lot Modification	CC- Veterans Bridge	Y	Local	Ope
<b>Total Interlocal Agreement</b>			<b>32,767.24</b>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer	Fundin	Bank
						Funds	g Source	Account
Amazon	Amazon	Amazon Aug 2019	\$ 1,146.85	Amazon Office Purchases for Aug 2019	Indirect	Y	Local	Tolls
American Express	American Express	AMEX Sep 2019	738.31	AMEX Sep 2019 office purchases	Indirect	Y	Local	Tolls
Create Multimedia LL	Workhorse Marketing DBA Workhorse DBA Workhorse Digital	16785	831.72	Marketing strategy presentation for new tag	Indirect	Y	Local	Tolls
Emp Ericka Trevino	Ericka Trevino	ET 9.26.19	143.88	Accountant/HR travel reimbursement	Indirect	Y	Local	Tolls
Fagan Consulting	Fagan Consulting LLC	CCOS1812	2,520.00	Fagan Operation Support	Indirect	Y	Local	Tolls
gEXA eENERGY	Gexa Energy, LP	28723260	382.32	Utilities for Tolls Office and Ste 6	Indirect	Y	Local	Tolls
Pharr International	Pharr International Bridge	Pharr 9.26.19	500.00	Sponsorship for Pharr International Bridge Start of the Produce Season '19-'20	Indirect	Y	Local	Tolls
PUB	Public Utilities Board	Aug 2019-588837	277.59	SH550 Utilities for Port Spur Aug 2019	Port Spur - SH550	Y	Local	Tolls
Staples Business	Staples Business Credit	Staples Aug 2019	68.47	Staples Business Supplies Aug 2019	Indirect	Y	Local	Tolls
Texas Department	Texas Department of Motor Vehicles (TxDMV)	TxDMV 8.30.19	3,000.00	Tx DMV Replenishment 8.30.19	Indirect	Y	Local	Tolls
Zeehive LLC	Zellmer McConnell Advertising	1383	493.79	Travel Reimbursement for Team Presentation	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<b>10,102.93</b>					

Operations	\$	16,398.22
Interlocal Agreements		32,767.24
Tolls		10,102.93
<b>Total Transfer</b>	<b>\$</b>	<b>59,268.39</b>





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims for Acknowledgement September 23, 2019

**100-Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Fundin g	Bank Account
Alert Termite & Pest	Alert Termite & Pest Control Co	8588	\$ 165.00	Admin Building Termite Inspection	Indirect	Y	Local	Ope
Carroll's Inspection	Chris Carroll	083019CM2	500.00	Admin Building Inspection	Indirect	Y	Local	Ope
Carroll's Inspection	Chris Carroll	090319CM4	150.00	Admin Bldg Inspection First Hour Consulting	Indirect	Y	Local	Ope
Emp Maria D Mayorga	Maria D Mayorga	LM 9.19.19	107.76	LM Reimbursement Travel	Indirect	Y	Local	Ope
Mark Iglesias	Mark Iglesias	MI 9.13.19	1,350.30	MI Reimbursement Travel	Indirect	Y	Local	Ope
Verizon Wireless	Verizon Wireless	7900170003	52.30	Verizon Inv 7900170003	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	VMUD Admin 8.28.19	36.06	VMUD Admin Ste 3	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD Ste 4 8.28.19	34.17	VMUD Admin Ste 4 8.28.19	Indirect	Y	Local	Ope
<b>Total Operations</b>			<b>2,395.59</b>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Source	Account
Alert Termite & Pest	Alert Termite & Pest Control Co	8598	\$ 480.00	Annual Renewal Pest Control	Indirect	Y	Local	Tolls
Emp. Eduardo J. Trev	Eduardo J. Trevino	EJT 9.19.19	56.61	EJT Travel to Post Office	Indirect	Y	Local	Tolls
Franco San Miguel	FRANCISCO J	FSM 9.20.19	918.14	FSM July and August CC	Indirect	Y	Local	Tolls
Guerra Construction	Guerra Construction	10098	3,625.00	SH550 Guard Rail Repair	Indirect	Y	Local	Tolls
Lone Star Shredding	Lone Star Shredding Document Storage	1953073	112.50	LoneStar Shredding September 2019	Indirect	Y	Local	Tolls
Neology	Neology	18134	2,500.00	1 Reader Repair SN	Indirect	Y	Local	Tolls
Neopost	MailFinance Inc.	N7889919	6,873.09	Neopost Lease Payment	Indirect	Y	Local	Tolls
PAM	Professional Account	PAM Mr. Zamora	23.01	PAM settlement Mr. Zamora	Indirect	Y	Local	Tolls
Ruben Ibanez	Ruben Ibanez	RI 9.13.19	202.21	RI Reimbursement Travel	Indirect			
SD Jesus Rosas Jr.	Jesus Rosas Jr.	09172019	105.00	SH550 Road Closure	Indirect	Y	Local	Tolls
SD Jorge Marquez	Jorge J. Marquez	09172019	210.00	SH550 Road Closure	Indirect	Y	Local	Tolls
SD Sonny Pedraza	Sonny Pedraza	09172019	105.00	SH550 Road Closure	Indirect	Y	Local	Tolls
Time Warner Cable	Time Warner Cable Business	0212858090919	1,917.55	TWC Internet & Phone Services	Indirect	Y	Local	Tolls
US Post Master	US Post Master	USPS 9.16.19	550.00	USPS First Class Stamps	Indirect	Y	Local	Tolls
US Post Master	US Post Master	USPS Acct Replenish	15,000.00	USPS Account	Indirect	Y	Local	Tolls
VMUD	Valley Municipal Utility	VMUD Tolls 8.28.19	47.74	VMUD Tolls 8.28.19	Indirect	Y	Local	Tolls
Zeehive LLC	Zellmer McConnell Advertising	1381	4,000.00	Branding Services (Brand name, tagline, and logo design) Installment 2 of 3	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<b>36,725.85</b>					

Operations	\$ 2,395.59
Tolls	36,725.85
<b>Total Transfer</b>	<b>\$ 39,121.44</b>





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims September 13, 2019 - 1

**100-Operations**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan	Culligan of the Rio Grande	320895 8.29.19	\$ 28.96	Drinking water August 2019	Indirect	Y	Local	Ope
MPC Studios, Inc	MPC Studios, Inc	28022	125.00	Website Hosting September	Indirect	Y	Local	Ope
Pathfinder Public A	Pathfinder Public Affairs,	20	12,000.00	Aug 2019 Consulting Services	Indirect	Y	Local	Ope
SPI Chamber	South Padre Island Chamber of Commerce	43-2020	1,704.00	1/4 Vertical Advertisement 2020 Guide to SPI	Indirect	Y	Local	Ope
The Rentfro Law F	Rentfro, Irwin, & Irwin,	52	3,136.00	General File 2019 August 2019	Indirect	Y	Local	Ope
Toshiba Financial	Toshiba Financial Services	33990668	386.20	Toshiba Admin Printer	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	Admin Ste 6 Augus	34.92	Admin Ste 6 August 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility	Admin Ste 7 Augus	36.43	Admin Ste 7 August 2019	Indirect	Y	Local	Ope
VMUD	Valley Municipal Utility District	VMUD August 2019	34.17	Admin Ste 5 August 2019	Indirect	Y	Local	Ope
<b>Total Operations</b>			<b>17,485.68</b>					

**525 - Tolls**

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
BND	Brownsville Navigation	2019050011	\$ 447.50	2019 Port Directory Qtr Page Ad	Indirect	Y	Local	Tolls
Create Multimedia	Workhorse Marketing DBA	16621	40.00	Brand Strategy Survey Facebook Ad (English /Spanish)	Indirect	Y	Local	Tolls
Create Multimedia	Workhorse Marketing DBA	16767	260.74	Transportation for Brand Workshop/ Meals for Brand Workshop	Indirect	Y	Local	Tolls
Culligan	Culligan of the Rio Grande	320895 8.29.19	57.95	Drinking water August 2019	Indirect	Y	Local	Tolls
Daniel Saenz	Daniel Saenz	3004	125.00	Paint and fabricate metal box	Pharr-	Y	Local	Tolls
Megashine Cleanin	Megashine Cleaning LLC	1404	1,190.00	Janitorial Services Sep 2019	Indirect	Y	Local	Tolls
PAM	Professional Account	PAM Company CEM	435.96	PAM Company CEMEX settlement	Indirect	Y	Local	Tolls
PAM	Professional Account	PAM Jorge Flores	13.68	PAM Jorge Flores settlement	Indirect	Y	Local	Tolls
PUB	Public Utilities Board	PUB 600710 08.20	299.48	PUB SH550 FM 511 August 2019	Direct	Y	Local	Tolls
Xerox	Xerox	097975975	295.96	Xerox Tolls August 2019	Indirect	Y	Local	Tolls
Xerox Corporation	Xerox Financial Services	1757086	1,000.77	Formax Lease August 2019	Indirect	Y	Local	Tolls
Xtreme Security	Xtreme Security	24787	104.85	Security Monitoring Sept -Nov	Indirect	Y	Local	Tolls
<b>Total Tolls</b>			<b>\$ 4,271.89</b>					

Operations	\$ 17,485.68
Tolls	4,271.89
<b>Total Transfer</b>	<b>\$ 21,757.57</b>

### **3-B    APPROVAL OF CLAIMS**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims October 18, 2019**

**100 - Operations**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
S&B	S&B Infrastructure, LTD	U2299.170-10	\$ 37,500.00	PS&E for Port Road Connector	South Port Connector - SH32	Y	Local	Ope
<b>Total Operations</b>			<u>\$ 37,500.00</u>					

**100 -Interlocal Agreements**

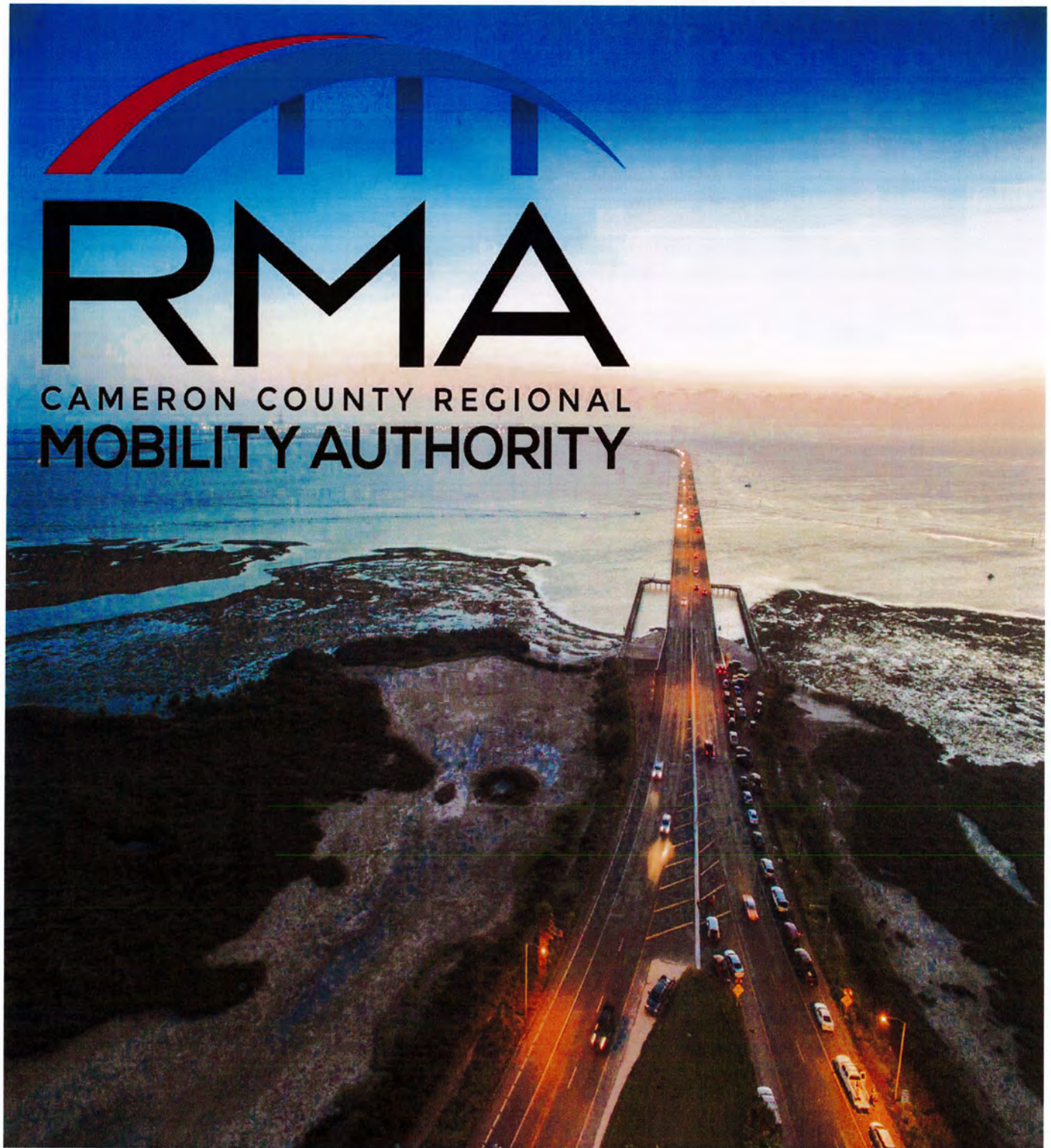
<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
Lucania Construction	Lucania Construction LLC	1029	\$ 28,404.00	CCIBS Rehab and Maintenance Veterans Bridge	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction	Lucania Construction LLC	1030	72,707.24	CCIB Rehab and Maintenance Los Indios	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction	Lucania Construction LLC	1031	80,595.04	CCIB Rehab and Maintenance	CC - Bridge	Y	Local	Ope
<b>Tota Interlocal Agreement</b>			<u>\$ 181,706.28</u>					

**525 - Tolls**

<b>Vendor ID</b>	<b>Vendor Name</b>	<b>Invoice Number</b>	<b>Cash Required</b>	<b>Invoice/Credit Description</b>	<b>PROJ Title</b>	<b>Transfer Funds</b>	<b>Funding Source</b>	<b>Bank Account</b>
TML	Texas Municipal League Intergovernmental Risk	9384 10.1.19	16,291.25	TML Insurance Workers Comp, General Liability	Indirect	Y	Local	Tolls
<b>Tota Tolls</b>			<u>\$ 16,291.25</u>					

**3-C    CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS  
AND BUDGET AMENDMENTS FOR THE MONTH OF AUGUST 2019.**





## **AUGUST 2019 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**JESUS A. RINCONES, CPA, CHIEF FINANCIAL OFFICER**



**CCRMA MONTHLY FINANCIALS**

**TABLE OF CONTENTS**

**REVENUES & EXPENSES** .....  
ADMINISTRATIVE REVENUES AND EXPENSES..... 1  
TOLL OPERATIONS REVENUES AND EXPENSES - CASH..... 2  
COMBINED REVENUES AND EXPENSES ..... 3  
**CAPITAL PROJECT'S**.....  
SUMMARIZED CAPITAL PROJECTS ACTIVITY ..... 4  
**FINANCIALS** .....  
BALANCE SHEET ..... 5  
STATEMENT OF CASH FLOW ..... 7



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues, Expenses And Changes in Net Position - Montly R&E - Unposted Transactions Included In Report  
From 8/1/2019 Through 8/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	282,583	3,037,003	3,225,000	(187,997)	2,925,400
TRZ revenue	0	644,077	475,000	169,077	574,508
Interlocal Agreement Revenue	19,147	36,362	100,000	(63,638)	33,823
Other revenue	3,400	214,852	330,000	(115,148)	332,760
Total Operating Revenues	305,130	3,932,294	4,130,000	(197,706)	3,866,491
Operating Expenses					
Personnel costs	83,830	772,262	826,423	54,161	712,048
Professional services	12,402	179,726	185,000	5,274	137,549
Contractual services	3,736	93,962	115,000	21,038	53,005
Advertising & marketing	3,629	7,553	25,000	17,447	27,004
Data processing	51	5,294	15,000	9,706	8,924
Dues & memberships	0	17,157	18,500	1,343	14,184
Education & training	600	4,865	10,000	5,135	2,505
Fiscal agent fees	0	15,154	25,000	9,846	18,862
Insurance	300	1,968	5,000	3,032	(10,331)
Maintenance & repairs	165	2,984	10,000	7,016	2,640
Office supplies	3,255	17,245	49,500	32,255	26,579
Rent	4,060	50,112	55,000	4,888	50,299
Travel	1,120	27,037	34,000	6,963	28,789
Utilities	845	10,238	12,000	1,762	9,146
Total Operating Expenses	113,992	1,205,557	1,385,423	179,866	1,081,203
Total Operating Income (Loss)	191,138	2,726,737	2,744,577	(17,840)	2,785,288
Non Operating Revenue					
Interest income	3,490	40,752	30,000	10,752	23,728
Total Non Operating Revenue	3,490	40,752	30,000	10,752	23,728
Non Operating Expenses					
Debt Interest	370,638	849,102	975,200	126,098	2,067,571
Debt Interest-LOC	0	4,255	25,000	20,745	40,051
Project Expenses	130,832	228,261	0	(228,261)	(6,900,757)
Total Non Operating Expenses	501,470	1,081,618	1,000,200	(81,418)	(4,793,134)
Total Changes in Net Position	(306,842)	1,685,871	1,774,377	(88,506)	7,602,150

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
From 8/1/2019 Through 8/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Toll Operating Revenues</b>					
TPS Revenues	176,164	1,795,996	1,850,000	(54,004)	1,947,922
Interop Revenues					
Interop Revenue	77,549	681,888	650,000	31,888	718,443
Bridge Interoperability	42,546	480,126	325,000	155,126	0
Total Interop Revenues	120,095	1,162,014	975,000	187,014	718,443
Revenue from Toll Collections	229	11,304	0	11,304	40,917
Other Toll Revenues					
Interlocal Agreement Revenue	3,886	41,664	150,000	(108,336)	41,830
Other Revenue	0	10,500	0	10,500	0
Total Other Toll Revenues	3,886	52,164	150,000	(97,836)	41,830
<b>Total Toll Operating Revenues</b>	<b>300,373</b>	<b>3,021,478</b>	<b>2,975,000</b>	<b>46,478</b>	<b>2,749,112</b>
<b>Toll Operating Expenses</b>					
Personnel Costs	73,740	608,861	833,257	224,396	438,733
Transaction Processing Costs	36,926	348,696	426,500	77,804	365,349
Toll System Maintenance/IT	20,567	191,931	258,750	66,819	168,790
Roadside Maintenance	11,966	402,412	480,000	77,588	328,658
CSC Indirect/Overhead Costs	35,015	138,167	259,500	121,333	120,464
<b>Total Toll Operating Expenses</b>	<b>178,215</b>	<b>1,690,067</b>	<b>2,258,007</b>	<b>567,940</b>	<b>1,421,994</b>
<b>Total Operating Income (Loss)</b>	<b>122,159</b>	<b>1,331,410</b>	<b>716,993</b>	<b>614,417</b>	<b>1,327,119</b>
<b>Non Operating Revenues</b>					
Grant Revenue					
Pass Through Grant Revenue	0	1,385,000	1,385,000	0	1,385,000
<b>Total Grant Revenue</b>	<b>0</b>	<b>1,385,000</b>	<b>1,385,000</b>	<b>0</b>	<b>1,385,000</b>
<b>Total Non Operating Revenues</b>	<b>0</b>	<b>1,385,000</b>	<b>1,385,000</b>	<b>0</b>	<b>1,385,000</b>
<b>Non Operating Expenses</b>					
Debt Interest	1,124,469	1,967,821	2,248,938	281,117	1,124,469
Project Expenses	0	74,201	0	(74,201)	0
<b>Total Non Operating Expenses</b>	<b>1,124,469</b>	<b>2,042,022</b>	<b>2,248,938</b>	<b>206,916</b>	<b>1,124,469</b>
<b>Changes in Net Position</b>	<b>(1,002,310)</b>	<b>674,389</b>	<b>(146,945)</b>	<b>821,334</b>	<b>1,587,650</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 8/1/2019 Through 8/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	282,583	3,037,003	3,225,000	(187,997)	2,925,400
Interlocal Agreement Revenue	23,032	78,026	250,000	(171,974)	75,653
TRZ Revenue	0	644,077	475,000	169,077	574,508
Toll revenues	296,488	2,969,313	2,825,000	144,313	2,558,350
Other revenue	3,400	225,352	330,000	(104,648)	332,760
Total Operating Revenues	605,503	6,953,772	7,105,000	(151,228)	6,466,672
Operating Expenses					
Personnel costs	157,571	1,381,123	1,659,680	278,557	1,150,781
Accounting software and services	402	6,153	10,000	3,847	6,132
Professional services	12,000	174,037	175,000	964	131,417
Contractual services	4,804	101,573	155,000	53,427	55,045
Advertising & marketing	22,976	45,882	85,000	39,118	53,147
Data processing	51	6,009	15,000	8,991	8,924
Dues & memberships	0	22,443	23,500	1,057	18,039
Education & training	600	7,350	20,000	12,650	4,059
Fiscal agent fees	0	15,154	25,000	9,846	18,862
Insurance	300	72,554	100,000	27,446	63,371
Maintenance & repairs	1,755	20,497	85,000	64,503	22,148
Office supplies	23,814	198,072	279,500	81,429	207,159
Road maintenance	32,886	516,823	633,750	116,927	435,389
Rent	12,230	79,984	77,500	(2,484)	66,555
Toll services	16,274	153,077	191,500	38,423	177,379
Travel	1,615	45,260	46,000	740	36,168
Utilities	4,930	49,635	62,000	12,365	48,623
Total Operating Expenses	292,207	2,895,624	3,643,430	747,806	2,503,197
Net Change from Operations	313,296	4,058,148	3,461,570	596,578	3,963,475
Non Operating Revenue					
Interest income	3,490	40,752	30,000	10,752	23,728
Project Grant Revenue	0	1,385,000	1,385,000	0	1,385,000
Total Non Operating Revenue	3,490	1,425,752	1,415,000	10,752	1,408,728
Non Operating Expenses					
Bond Debt Expense	1,495,107	2,816,922	3,224,138	407,216	3,192,040
Debt Interest - LOC	0	4,255	25,000	20,745	40,051
Project Expenses	130,832	302,462	0	(302,462)	(6,900,757)
Total Non Operating Expenses	1,625,939	3,123,640	3,249,138	125,498	(3,668,665)
Changes in Net Position	(1,309,152)	2,360,259	1,627,432	732,827	9,040,869

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Project Expenses - Detail - Unposted Transactions Included In Report  
From 8/1/2019 Through 8/31/2019  
(In Whole Numbers)

	Current Period Actual	Current Year Actual
Project Expenses		
Indirect	375,000	390,476
South Padre Island 2nd Access	0	42,594
West Blvd. Project	0	722
Outer Parkway	0	4,759
FM 1925	0	1,043
West Rail Relocation	0	44,018
SH 550	0	19,610
SH 32 (East Loop)	14,867	105,376
South Port Connector - SH32	0	373,745
Whipple Road	0	79,448
FM 509	0	4,349
Morrison Road	0	31,862
Flor De Mayo Bridge	0	72,836
Naranjo Road - City of Brownsville	0	7,865
Indiana Road - COB	62,500	62,500
CC- Veterans Bridge	64,211	1,106,355
CC - Old ALice Road	0	64,464
CC - Parks Circulation Study	1,150	21,850
CC - Bridge Maintenance Projects	185,312	359,910
CC - Gateway Bridge	0	21,102
CC - Parks Traffic Circulation Study	0	681
Pharr-Reynosa Intl Bridge	0	328,279
Total Project Expenses	<u>703,039</u>	3,143,846

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet  
As of 8/31/2019  
(In Whole Numbers)

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	3,299,526
Restricted cash accounts - debt service	5,926,803
Accounts receivable	
Accounts Receivable - Customers	47,179
TPS Accounts Receivable	3,534,225
Allowance Accounts Receivable - Tolls	(1,351,628)
TPS RBP Accounts Receivable	220,804
Vehicle Registration Fees - Receivable	574,109
Total Accounts receivable	3,024,688
Accounts Receivable in Collections	
Allowance for P2	(1,558,692)
Collections P2 - Duncan	2,115,078
Duncan Toll Collections P1	3,640,089
Collections P1 Allowance for Bad Debt	(3,653,875)
Total Accounts Receivable in Collections	542,601
Accounts receivable - other agencies	
Due from Other Agencies	2,558,881
Total Accounts receivable - other agencies	2,558,881
Total Current Assets:	15,352,498
Non Current Assets:	
Capital assets, net	105,639,955
Capital projects in progress	22,127,962
Redevelopment Assets/Other Agencies	
CC - Flor De Mayo	18,676
FM 509 Project	78,600
Total Redevelopment Assets/Other Agencies	97,276
Unamortized bond prepaid costs	109,318
Total Non Current Assets:	127,974,510
Other	151,559
Total ASSETS	143,478,567
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	
AP - Operations	141,845
AP - Project Expenditures	584,927
Total Accounts payable	726,772
Payroll liabilities	11,038
Deferred revenue	12,556
Total Current Liabilities	750,366
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
South Port Connector - Interlocal	373,200
Cameron County Intl Bridge Interlocal	21,038
FM 509 Project	76,060
Total Due to other agencies	637,798
Due to TxDot	
TxDot FAA - South Padre Island	12,991,920

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Balance Sheet

As of 8/31/2019

(In Whole Numbers)

	Current Year
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	92,850,358
Other	
Deferred Inflows	15,839
Total Other	15,839
Total LIABILITIES	93,616,563
NET POSITION	
Beginning net position	45,306,675
Total Beginning net position	45,306,675
Changes in net position	
Total Changes in net position	4,555,329
Total NET POSITION	49,862,004
TOTAL LIABILITIES AND NET POSITION	143,478,567

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 8/31/2019

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	319,160	3,241,890
Receipts from MSB/Interop Toll revenues	188,222	1,075,551
Receipts from TPS Toll Revenues	160,570	2,433,041
Receipts from Other Operating Revenues	16,432	937,456
Payments to Vendors	(482,585)	(3,972,385)
Payments to Employees	<u>(107,035)</u>	<u>(1,223,079)</u>
Total Cash Flows from Operating Activities	<u>94,764</u>	<u>2,492,473</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	(16,788)	(16,788)
Acquisitions of Construction in Progress	10,067	(573,989)
Payments on interest	(1,495,107)	(3,257,106)
Payments on Bond Principal	0	(905,000)
Bond and Debt Proceeds	0	(188,117)
Proceeds related to Redevelopment Assets	(291,263)	(1,247,638)
Advances on FAA and Grant Proceeds	<u>197,208</u>	<u>3,577,965</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(1,595,884)</u>	<u>(2,610,674)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>3,490</u>	<u>40,752</u>
Total Cash Flows from Investing Activities	<u>3,490</u>	<u>40,752</u>
Beginning Cash & Cash Equivalents	<u>10,708,136</u>	<u>9,911,011</u>
Ending Cash & Cash Equivalents	<u><u>9,210,506</u></u>	<u><u>9,833,562</u></u>

**3-D    CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 7 WITH  
FOREMOST PAVING, INC. FOR THE SH 550 GAP 1 PROJECT.**



# CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 7

1. CONTRACTOR: Foremost Paving Inc.

2. Change Order Work/Lanes Sta 1135+00 to Sta 1199+00

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

4. Describe the change and the reason for the change order. When not clearly include exceptions to this agreement.

Grill Seeding (TEMP), Vegetative Watering, Baricades Signs and Traffic Handling, Sacrifice Work (Erosion and Sediment) Final Quantities

CCSJ: 0534 01-067

Project: SH 550 - Gap 1

Highway: SH 550

County: Cameron

District: Pharr

Contract Number: 0534 01-067

5. View of related plan sheet(s) are attached and numbered.

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

<p>By signing this change order, the contractor agrees to warrant and all costs for added cost compensation during the and all other expenses (under all the register time overhead and profit, or loss of compensation) to the contractor. Further, the contractor agrees that this agreement is made in full and no other compensation shall be paid. (Exception should be noted in the contract for all changes)</p> <p>THE CONTRACTOR Date: 09/13/19</p> <p>By: <i>[Signature]</i></p> <p>Typed/Printed Name: Joseph E. Forshaug</p> <p>Typed/Printed Title: Manager, Foremost Paving Inc.</p>	<p>The following information must be provided</p> <p>Time Est. = N/A Days added on this C.O. =</p> <p>Amt. added by this change order: \$ 2,784.72</p> <p>For TxDOT use only</p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature: _____ Date: _____</p> <p>Name/Title: _____</p>
--	---

## RECOMMENDED FOR EXECUTION:

Humberto Guerrero Jr. PE 09/13/19  
Name Title Date

Name/Title Date  
APPROVED REQUEST APPROVAL

Pete Sepulveda CCRMA Executive Director 09/13/19  
Name Title Date

Name/Title Date  
APPROVED REQUEST APPROVAL

Name Title Date

Name/Title Date  
APPROVED REQUEST APPROVAL

Name Title Date

Name/Title Date  
APPROVED REQUEST APPROVAL

Engineer's Seal:



Humberto Guerrero Jr., P.E.  
9/25 9/23/19  
H.G.

**Estimated Cost**

Paid by Invoice? ( ☐ Yes ☐ No )

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

### TABLE B: Contract Items

[illegible]



**TABLE B: Contract Items (Continued)**

CCSJ: 0684-01-067

[illegible]

**3-E    CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN  
ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS  
DEPARTMENT OF TRANSPORTATION FOR THE SH 550 GAP 2  
PROJECT.**

**THE STATE OF TEXAS**

**COUNTY OF CAMERON**

**RESOLUTION**

BE IT RESOLVED THAT ON THE 18<sup>TH</sup> DAY OF OCTOBER, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

**“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SH 550 GAP 2 PROJECT”**

**WHEREAS:** the Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation for the construction of a toll facility on SH 550 from 0.2 miles South of FM 1847 to 1.13 miles south of Union Pacific Railroad with an overpass at FM 3248; and

**WHEREAS:** this new location highway would facilitate the flow of traffic; and

**WHEREAS:** the Cameron County Regional Mobility Authority agrees to provide one hundred percent of the right of way and utility adjustments and provide for the development of the project including the environmental document and the plans, specifications and estimate; and

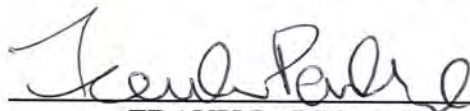
**WHEREAS:** the Texas Department of Transportation will transfer control, jurisdiction and maintenance to Cameron County of the segment of SH 550 from 0.2 miles South of FM 1847 to 1.13 miles south of Union Pacific Railroad with an overpass at FM 3248, or the existing end of state maintenance; and

**WHEREAS:** the Advance Funding Agreement will fund the SH 550 GAP 2 Project.


**NOW THEREFORE BE IT FURTHER PROCLAIMED,** that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute the Advance Funding Agreement and any other documents needed.


Passed, Approved and Adopted on this 19<sup>th</sup> day of October, 2019.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**


  
\_\_\_\_\_  
**FRANK PARKER, JR.**  
**RMA CHAIRMAN**


  
\_\_\_\_\_  
**MICHAEL F. SCAIEF**  
**RMA VICE CHAIRMAN**

  
\_\_\_\_\_  
**ARTURO A. NELSON**  
**RMA SECRETARY**

  
\_\_\_\_\_  
**AL VILLARREAL**  
**RMA TREASURER**

  
\_\_\_\_\_  
**MARK ESPARZA**  
**RMA DIRECTOR**

  
\_\_\_\_\_  
**DR. MARIA VILLEGAS, M.D.**  
**RMA DIRECTOR**

  
\_\_\_\_\_  
**LEO R. GARZA**  
**RMA DIRECTOR**



## Texas Department of Transportation

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

November 8, 2019

Mr. Frank Parker, Jr.  
Cameron County Regional Mobility Authority Chairman  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

**RE: Fully Executed Advance Funding Agreement (AFA)  
SH 550, from 0.203 miles South of FM 1847 to  
1.13 miles South East of UPRR Overpass at FM 3248  
CSJ#0684-01-068**

Dear Chairman Parker:

Enclosed for your records is a fully executed original of the Advance Funding Agreement (AFA) between the State of Texas and Hidalgo County for the subject project.

Since CCRMA will be responsible for managing and/or performing work under this contract for which reimbursement will be provided by or through the State, CCRMA must complete training before any work begins. Training is considered complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The individual who receives the training certificate may be an employee of CCRMA or an employee of a firm that has been contracted by CCRMA to perform oversight of the Project. In addition, CCRMA will need to follow local government project procedures, which can be found at <http://www.dot.state.tx.us/business/governments/lgpp.htm>, when managing and/or performing work for which federal reimbursement will be requested.

Francisco Chapa, P.E., out of the Pharr District Office, has been designated as our Project Manager for all matters regarding this project and can be reached at (956)702-6344 or via email at [Francisco.Chapa@txdot.gov](mailto:Francisco.Chapa@txdot.gov). Please have CCRMA's staff work directly with Mr. Chapa on all matters regarding this project and provide him with the required training certificate before you begin any work.

Please contact Ms. Melba Schaus, our District Planning Engineer, or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

DocuSigned by:

*Pedro R. Alvarez*

EABA335C2DAA48C...

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

Attachments

cc: Rex Costley, P.E., Deputy District Engineer  
Norma Y. Garza, P.E., Advanced Project Development Director  
Melba Schaus, P.E., District Planning Engineer  
Andres Espinoza, P.E., San Benito Area Engineer  
Francisco Chapa, P.E., Project Manager

#### OUR GOALS

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

*An Equal Opportunity Employer*

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT  
For  
Surface Transportation Block Grant Program  
On-System**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

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

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **114670 and 115291** authorizing the State to undertake and complete a highway improvement generally described as **plans, specifications, and estimates (PS&E) for the construction of SH 550, as a controlled access tolled facility, from 0.203 miles South of FM 1847 to 1.13 miles South East of Union Pacific Railroad Overpass at FM 3248** (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated **10/18/2019**, which is attached to and made a part of this Agreement as Attachment A, Resolution or Ordinance, for the improvement covered by this Agreement. A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

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

## AGREEMENT

### 1. Responsible Parties:

The parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

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

### 3. Scope of Work

The Local Government will prepare plans, specifications, and estimates (PS&E) for the construction of SH 550, as a controlled access tolled facility, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248 as shown on Attachment B.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is **\$1,143,859.00** as shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

- oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.
- G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
- H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

- I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- K. The State will not pay interest on any funds provided by the Local Government.
- L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.
- P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

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

#### 6. Amendments

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

#### 7. Remedies

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

#### 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

#### 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

#### 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

### **13. Project Maintenance**

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

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

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

### **15. Insurance**

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

**16. Notices**

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

<b>Local Government:</b>	<b>State:</b>
Cameron County Regional Mobility Authority ATTN: Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

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

**17. Legal Construction**

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

**18. Responsibilities of the Parties**

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

**19. Ownership of Documents**

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

**20. Compliance with Laws**

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

**21. Sole Agreement**

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

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

## 26. Pertinent Non-Discrimination Authorities

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	<b>0684-01-068</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>21 - Pharr</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Code Chart 64 #</b>	<b>60338</b>		
<b>Project Name</b>	<b>SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248</b>	<b>AFA Not Used For Research &amp; Development</b>	

**28. Debarment Certifications**

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

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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



<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0684-01-068	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60338		
<b>Project Name</b>	SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248	<b>AFA Not Used For Research &amp; Development</b>	

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

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

<b>TxDOT:</b>		<b>Federal Highway Administration:</b>	
<b>CSJ #</b>	0684-01-068	<b>CFDA No.</b>	20.205
<b>District #</b>	21 - Pharr	<b>CFDA Title</b>	Highway Planning and Construction
<b>Code Chart 64 #</b>	60338		
<b>Project Name</b>	SH 550, from 0.203 miles South of FM 1847 to 1.13 miles South East of UPRR Overpass at FM 3248	<i>AFA Not Used For Research &amp; Development</i>	

**32. Signatory Warranty**

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

Each party is signing this agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

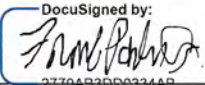
DocuSigned by:  
  
 F1CDA89FDB8C486...  
 Signature

Kenneth Stewart  
 Typed or Printed Name

Director of Contract Services  
 Director of Contract Services

11/7/2019  
 Date

**THE LOCAL GOVERNMENT**

DocuSigned by:  
  
 2770AB3DB0334AB...  
 Signature

Frank Parker, Jr.  
 Typed or Printed Name

Chairman  
 Typed or Printed Title

11/6/2019  
 Date



**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

**THE STATE OF TEXAS**

**COUNTY OF CAMERON**

**RESOLUTION**

BE IT RESOLVED THAT ON THE 18<sup>TH</sup> DAY OF OCTOBER, 2019, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

**“CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE SH 550 GAP 2 PROJECT”**

**WHEREAS:** the Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation for the construction of a toll facility on SH 550 from 0.2 miles South of FM 1847 to 1.13 miles south of Union Pacific Railroad with an overpass at FM 3248; and

**WHEREAS:** this new location highway would facilitate the flow of traffic; and

**WHEREAS:** the Cameron County Regional Mobility Authority agrees to provide one hundred percent of the right of way and utility adjustments and provide for the development of the project including the environmental document and the plans, specifications and estimate; and

**WHEREAS:** the Texas Department of Transportation will transfer control, jurisdiction and maintenance to Cameron County of the segment of SH 550 from 0.2 miles South of FM 1847 to 1.13 miles south of Union Pacific Railroad with an overpass at FM 3248, or the existing end of state maintenance; and

**WHEREAS:** the Advance Funding Agreement will fund the SH 550 GAP 2 Project.

**NOW THEREFORE BE IT FURTHER PROCLAIMED,** that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute the Advance Funding Agreement and any other documents needed.

Passed, Approved and Adopted on this 19<sup>th</sup> day of October, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

  
FRANK PARKER, JR.  
RMA CHAIRMAN

  
MICHAEL F. SCAIEF  
RMA VICE CHAIRMAN

  
ARTURO A. NELSON  
RMA SECRETARY

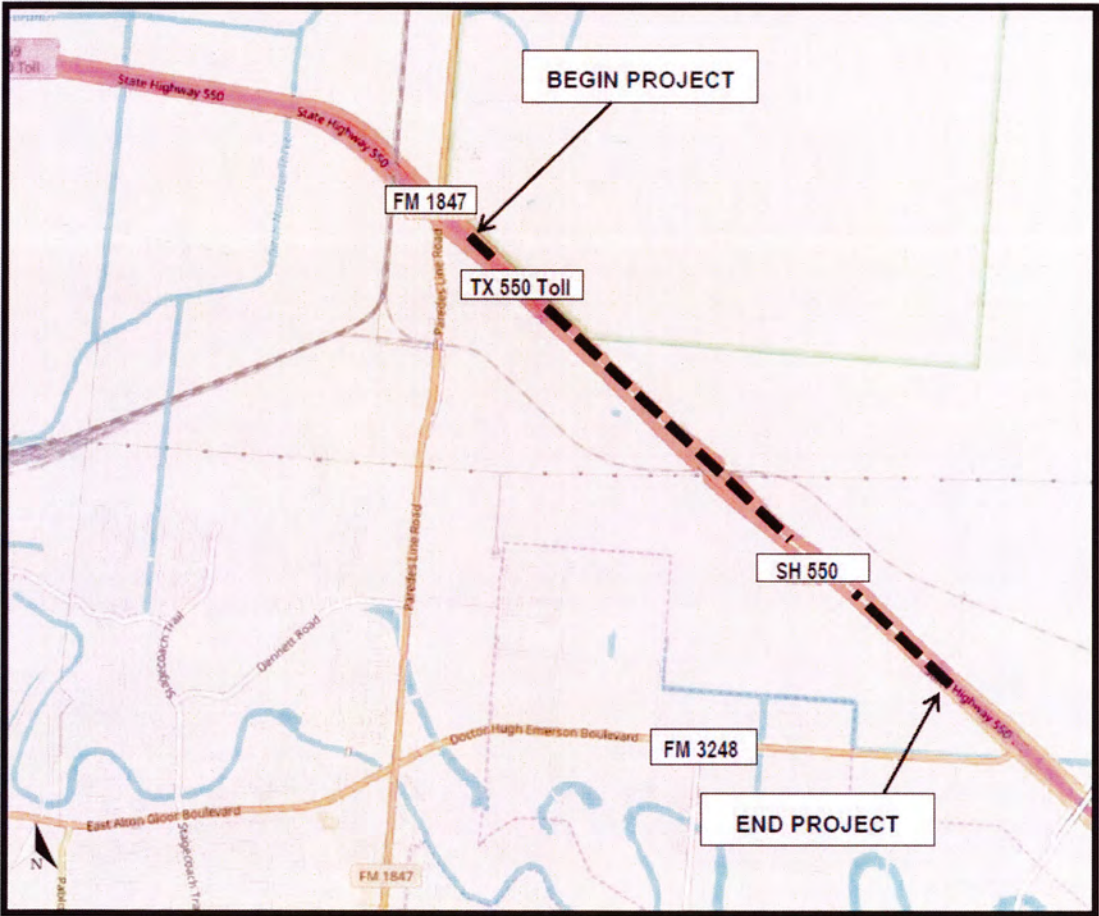
  
AL VILLARREAL  
RMA TREASURER

  
MARK ESPARZA  
RMA DIRECTOR

  
DR. MARIA VILLEGAS, M.D.  
RMA DIRECTOR

  
LEO R. GARZA  
RMA DIRECTOR

**ATTACHMENT B**  
LOCATION MAP SHOWING PROJECT



## ATTACHMENT C

### PROJECT BUDGET

Preliminary Engineering costs total of \$950,602 includes a combination of Category 7 (Surface Transportation Block Grant) federal funds and local funds. These funds are for preparation of the Plans, Specification and Estimate (PS&E), the federal share is 80% and the local government share is 20% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering (by LG) Cat 7		\$950,602	80%	\$760,482	0%	\$0	20%	\$190,120
Subtotal		\$950,602		\$760,482		\$0		\$190,120
Direct State Cost for Prelim. Engineering	Environm. Direct State Costs (30%)	\$42,777	0%	\$0	0%	\$0	100%	\$42,777
	Right of Way Direct State Costs (10%)	\$14,259	0%	\$0	0%	\$0	100%	\$14,259
	Engineer. Direct State Costs (50%)	\$71,295	0%	\$0	0%	\$0	100%	\$71,295
	Utility Direct State Costs (10%)	\$14,259	0%	\$0	0%	\$0	100%	\$14,259
Subtotal		\$142,590		\$0		\$0		\$142,590
Indirect State Costs		\$50,667	0%	\$0	100%	\$50,667	0%	\$0
TOTAL		\$1,143,859		\$760,482		\$50,667		\$332,710

Initial payment by the Local Government to the State: **\$142,590**  
 Payment by the Local Government to the State before construction: **\$ 0**  
 Estimated total payment by the Local Government to the State: **\$142,590**

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



**3-F      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 12  
WITH S&B INFRASTRUCTURE FOR THE OLD ALICE ROAD PROJECT.**

## WORK AUTHORIZATION NO. 12

This Work Authorization is made as of this 18th day of October, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Consultant will provide engineering services required for the updating and repackaging of plans, specifications and estimates (PS&E) & Schematic for Old Alice Road.*

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit A and as requested by the Authority.

### Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$689,827.45, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

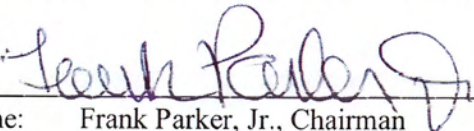
### Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

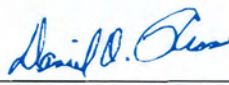
-SIGNATURES ON NEXT PAGE-

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 10/18/2019

**S&B INFRASTRUCTURE, LTD.**

By:   
Name: Daniel O. Rios, PE, President  
Date: 10/17/2019

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

## **EXHIBIT A**

### **Authorities Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

### ***GENERAL***

The **Authority** will provide to the **Engineer** the following:

- (1) Provide **Engineer** with a Notices to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (5) Coordinate with TxDOT for items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.
- (6) Provide the **Engineer** the previous obtained mylars and electronic Microstation files for the project.
- (7) Assist the **Engineer** in notifying previous Engineer Designers of modifications being made to existing plan designs.

**EXHIBIT B**  
**Scope of Work**

County: Cameron

Project: Advance Project Development (APD)/PS&E - Old Alice Road  
Services – Project Understanding and Goals

Services under this section begin upon receipt of capital sufficient to develop the transportation project and/or upon issuance of a Notice to Proceed or a Partial Notice to Proceed by the Authority.

**APD**            Field Surveying, Utility Inventory, Design Schematic

**PS&E**           P.S. & E. Development

**From: The Sports Park**

**To: SH 100 (Approx. 4.84 Miles)**

These limits are illustrated on next page and are represented by Projects 1 and 2:



The **Engineer** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Lump Sum Work Authorization Contract, except as otherwise specified in Attachment A.

The **Engineer** will perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of AUTHORITY/TxDOT.

The **Engineer** will provide traffic control in accordance with the Texas MUTCD when performing any field activities associated with this Lump Sum Work Authorization Contract.

The **Engineer** will develop/submit a work schedule (as required in Article 2) with milestone activities and/or deliverables identified.

**Right of Entry:** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of survey, environmental and engineering investigations. Note: The **Engineer** will not enter any private property without written consent from the property owner; no entry by the **Engineer** will be allowed on any verbal consent. The **Engineer** will, at all times, contact the property owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer**, the name of the survey party chief or other primary person of contact during each entry.

**APD:**

**Deliverables to include:**

1. **Preliminary Design Summary Report, which will act as a working document and include proposed typical sections.**
2. **Field Surveying.**
3. **Geotechnical Investigation and Pavement Design**
4. **Geometric Schematic.**
5. **Minutes of any meeting with AUTHORITY.**

**ROUTE AND DESIGN STUDIES (FC 110)**

The **Engineer** shall collect, review, and evaluate all of the available existing data pertaining to this project.

**SCHEMATIC**



## General

1. The **Engineer** will collect, review and assemble all available data.
2. The **Engineer** will organize and attend a preliminary concept (or kick-off) meeting to identify and confirm with the **AUTHORITY** issues that would influence the location and ultimate selection of a preferred alignment.
3. The **Engineer** will develop detailed design criteria that include roadway typical sections and desirable standards.
4. The **Engineer** will develop and perform the roadway design for schematic with GEOPAK software, and furnish the **AUTHORITY** with all applicable design files in Microstation format and as per memo from Robert Wilson. All geometric design will be developed as described under FC 160.
5. Schematic details will include:
  - a. Centerline horizontal alignment
  - b. Vertical alignments
  - c. Typical Sections
6. The **Engineer** will develop all preliminary design cross-sections (at 500 ft. intervals) and determine preliminary earthwork quantities.
7. The **Engineer** will prepare the final design schematic, in accordance with **State** standards. Schematics will be developed on controlled planimetric and topographic base sheets to a scale of 1"=50'.

## GEOTECHNICAL BORINGS AND INVESTIGATIONS

The **Engineer** shall determine the location of proposed soil borings for bridge design and pavement design in accordance with the latest edition of the State's Geotechnical Manual.

1. The **Engineer** shall undertake the following drilling program:

Bridge Borings (@ Drain Ditch):

2 Holes @ 60' depth

Roadway Pavement Borings\*\*\*:

27 Holes @ 10' depth

(\*\*\*)1000 ft increments)

Total 29 Borings

Total Linear Footage – 390 linear feet

2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's



procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

3. The Geotechnical Report recommendations shall be in accordance with TxDOT Standard Specification Item 423, "Retaining Walls", and applicable standard retaining wall drawings. The report shall specifically note if modifications are required to either the specification or standard drawings. No additional walls are anticipated to address proposed slopes steeper than 4:1. Instead, slope stabilization through soil admixtures, such as geo-grids, fibers or soil-cement, or rip-rap will be utilized if necessary based on geotechnical recommendations.
4. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for slope stability of the earthen embankments, skin friction and design capacity curves including skin friction and point bearing. The skin friction and design capacity curves must be present for piling and drilled shaft foundation.
5. The **Engineer** shall provide Grain Size Distribution Curves with D<sub>50</sub> values at 2 locations throughout the project. If the bridge borings indicate rock, the Engineer shall include a Rock Quality Designation (RQD) for each of the borings provided in this area to determine the stability of the rock for use during scour analysis.
6. The **Engineer** shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
7. Pavement Design: The **Engineer** shall provide a signed and sealed pavement design report to reflect a flexible pavement structure.
8. The **Engineer** shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the **Engineer**.

#### **RIGHT OF WAY DATA AND UTILITIES (FC 130)**

1. The **Engineer** will recover the existing Right-of-Way for the subject project based on **AUTHORITY** provided documents.
2. The **Engineer** will research the tracts of land adjacent to and near the proposed alignment and present all of the tracts on an overall Parcel Map.

This Map would include the following

- i. Ownership information
- ii. Boundary and acreage
- iii. Recording Deed Information

#### **FIELD SURVEYING (FC 150)**

#### **DESIGN SURVEY**

1. The **Engineer** will set and establish horizontal and vertical control for the project based on Texas Coordinate System NAD 83, NAVD 88 Datum, South Zone (US Survey Feet). Primary Control points.
2. The **Engineer** will complete field surveying and topographic necessary to establish a digital terrain model (DTM), produce topographic maps, and establish the project baseline on the ground. In addition, SB&I will set and field survey improvement surveying which will include the following:
  - a. Provide cross-section data at 100' intervals within 120' ROW
  - b. Locate existing signage, fencing, pedestals, electrical overhead line, etc.
  - c. Locate and survey existing visible utilities, gas, telephone, cable, water, sanitary sewer manholes, storm sewer inlets, valves, power poles as marked by the Texas 811 One-Call system.
  - d. Locate existing right of way monumentation
  - e. Survey existing asphalt or concrete pavement, curb and gutter, driveways, existing building structures, trees, shrubs, etc.
3. The **Engineer** will prepare an index project control sheet signed and sealed by a Texas Registered Professional Land Surveyor. The Survey Control Index sheet will include the following:
  - a. Overall view of the project primary control monuments set for control of the project.
  - b. Identification of the control points
  - c. Graphic scale and north arrow
  - d. RPLS signature seal and date

## **SURVEY DELIVERABLES**

1. Project Control Book
2. ASCII file with point number, north easting, elevation and feature code of all surveyed points
3. GEOPAK file with all surveyed points
4. Ownership exhibit with list of ownership information
5. TIN file in GEOPAK format containing design survey data
6. DAT file in GEOPAK format containing design survey data
7. Field book copies in PDF Format
8. MicroStation V8i 3D DTM dgn file
9. MicroStation V8i 2D DTM dgn file
10. Survey Control Sheets (11"x17")

## **P.S. & E. Development**

### **Deliverables to include:**

1. **Summary of Pre-Design Meeting to include complete Design Element Form and Final Typical Sections.**
2. **30, 60 and 90% Plan Submittals.**
3. **Complete P.S. & E. Package.**

### **DESIGN CRITERIA**

1. The **Engineer** will develop all design criteria to be submitted to **AUTHORITY** for approval. Pre-Design Meeting – Prior to the start of development of the plans by the **Engineer**, a pre-design meeting will be held to review/discuss design criteria. Details and decisions of the meeting will be recorded and provided to the **AUTHORITY/State** for review and approval.
2. The **Engineer** will finalize preliminary construction cost estimate. This estimate will be periodically reviewed and updated, as required.

### **RIGHT-OF-WAY DATA (FC 130)**

#### **Utility Coordination/Inventory**

For this task, the **Engineer** shall use the existing utility inventories and preliminary layouts based on horizontal locations only. Specific tasks to be provided by the **Engineer** include the following:

1. Coordinate with the Utility Companies to verify the horizontal location, and determine the vertical location of each affected utility.
2. Update/finalize the existing utility inventories and preliminary layouts to include final roadway alignments, final proposed drainage system(s), and vertical information.
3. Develop additional layouts in English units for new utilities recently installed to include location and size of utility (plan/profile view), limits of existing casing pipe, name of the company/owner, and field verification of elevations for underground utilizes, final roadway alignments, final proposed drainage system(s).
4. Coordinate utility adjustments with affected utility owners; coordinate and conduct two utility meetings.

### **ROADWAY DESIGN CONTROLS (FC 160)**

The **Engineer** shall develop and perform the roadway design for PS&E development as follows:

1. Geometric design for the facility will be in accordance to appropriate design guidelines as stated in the TxDOT Design Manual.
2. Hydrologic analysis and hydraulic design will be in accordance with the TxDOT Hydraulic Manual. (See FC 161 for required tasks.) Storm Systems shall include new systems with proposed outfalls.
3. Design exceptions or variances, if needed, must be submitted by the **Engineer** and approved in writing by the **AUTHORITY/State**.
4. Develop plan sheets using the same format and relative order of the TxDOT traditional plan set to effectively communicate the design for the facility. Plan & profile sheets (P&P) shall be developed at a scale of: 1"=100'; typical sections shall be developed at a scale of: 1"=10' (Other plan sheets/scales are identified under their associated function code.). Plan and profile sheets will be done for all intersecting state roadways.
5. Utilize GEOPAK software, and furnish the **AUTHORITY** with all applicable design files in Microstation format.
6. The finished product shall be a complete and accurate PS&E package, as approved by **AUTHORITY** that can be let to contract with only minimal alterations being necessary as identified in the TxDOT review process.

#### **DRAINAGE (FC 161)**

The **Engineer** shall develop and perform the following for the drainage design:

1. Perform hydrologic analysis for all cross drainage structures and determine data and discharge of the existing drainage facilities.
2. Hydraulic Analysis & Design - Design of proposed drainage facilities and /or structures will be in accordance with the TxDOT Hydraulic Manual.
3. Drainage calculations and storm sewer design will be developed utilizing Geopak Drainage program. The drainage calculations for storm sewer designs will be formatted to show runoff calculations, inlet design, and storm sewer design for each drainage area and each proposed inlet.
4. All hydrologic and hydraulic data and design will be placed on plan sheets by the **Engineer**.
5. Prepare culvert layouts and/or cross-sections at culvert sites, and submit to TxDOT for review. These should identify any necessary drainage easements to be acquired by TxDOT at the 1<sup>st</sup> submittal stage. Culvert cross-sections for cross drainage structures will only be done if culvert is outside of the storm sewer system. Two (2) culvert cross-sections estimated and 1 bridge at the drain ditch to be analyzed.
6. Prepare Utility and Drainage (U&D) sheets at an equivalent scale to the roadway plan & profile sheets.

7. Prepare Summary of Quantities.
8. Prepare the Storm Water Pollution Prevention Plan (SW3P) and EPIC sheet in accordance with *"Storm Water Handbook for Construction Activities"* and District requirements and standards. Storm Water Pollution Plan shall be incorporated on TCP Layouts. Seeding areas will not be shown on plan view. Limits of seeding area shall be calculated from cross sections.

### **SIGNING, MARKINGS, AND SIGNALIZATION (FC 162)**

#### **Small Signing**

The **Engineer** shall incorporate all signing quantities in the plans estimate.

#### **Permanent Pavement Markings**

1. The **Engineer** shall develop permanent pavement marking summaries and incorporate pavement-marking quantities in the plans estimate.
2. Pavement markings shall be shown with the sign layouts.

### **MISCELLANEOUS ROADWAY (FC 163)**

#### **Traffic Control Plan**

1. The **Engineer** will develop project sequencing and traffic control plan sheets to effectively route traffic through or around the facility during construction. A narrative of the construction sequencing shall be included in the plans. The **Engineer** will determine the sequence of construction and design a traffic control plan based upon the Texas MUTCD. This shall include field investigations into such items as storm sewers, utilities, ROW restrictions, adjacent properties, cross street access, and items which affect the safe handling of traffic during the construction operations.
2. The **Engineer** will prepare a conceptual general sequence of operations to be discussed at the Pre-Design Meeting. Approval of the general sequence of operations shall be provided by the **State** no later than the 1<sup>st</sup> submittal stage.
3. The **Engineer** will prepare a traffic control plan (TCP) for each phase of construction. The plan sheets (scale: 1"=200') shall include for each phase, at a minimum, narrative for sequencing, traffic lanes, work zones and required lane closures, including signing and striping.
4. Lane transitions and horizontal curves will be designed in accordance with the Texas MUTCD and the TxDOT Roadway Design Manual; these elements will be designed for no less than the posted speed of the existing facility.

## **Miscellaneous**

1. The **Engineer** will prepare any miscellaneous details for construction / design clarification.
2. If modified standards are required, the **Engineer** shall seal the modified sheets. The **Engineer** shall be responsible for plotting all standards.
3. General Notes: The **Engineer** will review and edit the Pharr Master General Notes and Specification Data List to supplement the standard specifications, special specifications, special provisions, and/or plan sheet notes. The notes shall be in the current Word format.
4. Spec List: The **Engineer** will provide.
5. The **Engineer** will develop a time estimate of working days for proposed construction activities including rates for construction.
6. The **Engineer** will prepare miscellaneous supporting documents.
7. The **Engineer** will provide the contract proposal/upfront bidding documents.

## **Function Code 164 – PROJECT MANAGEMENT**

- A. The **Engineer** will continue to coordinate with **AUTHORITY** staff, local municipal agencies and utility companies.
- B. The **Engineer** will develop geometric and design criteria to establish uniform practices to be followed. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority.
- C. The **Engineer** will provide the **Authority** with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- D. The **Engineer** will recommend approved designs, plans, and specifications and deliver to the **Authority** for bid advertisement. Assist the **Authority** in the process of bidding and award of construction contracts. Prepare final estimates of construction costs prior to the opening of construction bids.
- E. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

## **Function Code 170 – BRIDGE DESIGN**

The **Engineer** will design and analyze the existing and propose a bridge structure at the existing Drain ditch based on the requirements of the latest TxDOT design manuals.

The **Engineer** will provide as needed all plan sheets for use by the **Authority** including but not limited to: Bridge Layout, EQ and Bearing Seat Elevation Sheet, Abutment Details, Girder Layout Details, Slab Plan and Typical Sections, Girder Design Sheet, All Pertinent Standards and modified Standards (MOD).

### **Function Code 320 – CONSTRUCTION PHASE SERVICES**

The **Engineer** shall assist the **Authority** with the following:

- Pre-bid RFI's
- Pre-bid Conference
- Bid Opening
- Bid Tabulation & Review

### **Work Authorization Deliverables.**

The **Engineer** shall provide the following information at each submittal:

**1. 30% Plans Submittal:**

- Three (3) sets of 11" x 17" plan sheets and .pdf copy for the State District Review.
  - Title Sheet
  - Index Sheet (including Corresponding Standard Details Sheets)
  - Existing and Proposed Typical Sections Sheets
  - Plan & Profile Sheets
  - Alignment Data Sheets
  - Hydrologic Drainage Area Maps
  - Bridge and Retaining Wall Layouts
    - Geotechnical Report including External Stability Analysis for Retaining Walls and a Bridge Foundation Recommendation from previous work order.
  - Corresponding Quantity Summary Sheets
  - Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC markup set.
- Updated Draft Form 1002 and Design Exceptions with existing and proposed typical sections, location map and, design exception exhibits.
- Draft Special Specifications and Special Provisions with a completed Form 1814.

- One (1) set of roll format TCP phasing layouts and significant project procedures form (State Form 2229) to present at the TCAT for the State review.

**2. 60% Plans Submittal:**

- Ten (10) sets of 11" x 17" plan sheets for the State District review. In addition to updated sheets from previous submittals also include:
  - Hydrologic Computation Sheets
  - Hydraulic Data Sheets
  - Drainage Area Maps
  - Drainage Plan & Profile
  - Drainage Structure Details
  - Storm Sewer Details
  - Storm Water Pollution Prevention Plan
  - EPIC Sheet (Data To be Provided by TxDOT)
  - Corresponding Quantity Summary Sheets
  - Corresponding Standard Details Sheets
  - Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Two (2) sets of 11" x 17" Cross Section Sheets.
- Revised Supporting Documents from 30% Plans Submittal.
- Utility adjustment/relocation details.
- ROW acquisition details.
- Final Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- Final Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- District Design Review Team Form.

**3. Review Submittal (90%):**

- Ten (10) sets of 11" x 17" plan sheets for the State District Review. In addition to updated sheets from previous submittals also include:
  - Signing and Pavement Marking Sheets
  - Corresponding Quantity Summary Sheets
  - Corresponding Standard Details Sheets
  - Applicable General Notes



- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Revised Supporting Documents from 60% Plans Submittal.
- Two (2) sets of 11" x 17" Cross Section Sheets.
- Completed DCIS Estimate
- Completed DCIS Specification List
- List of governing Specifications and Special Provisions in addition to those required.
- Triple Zero Special Provisions.
- Engineer sign, seal and date supplemental sheets (8 ½" x 11").
- Construction Contract Time Schedule Estimate.
- Significant project procedures form.
- Right of Way and utilities certification.
- Bidding Proposal Documents

4. **Final submittal (100%):**

- One (1) paper set and PDF copy of 11" x 17" plan sheets.
- One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
- Revised Supporting Documents from 90% Review Submittal.
- Three (3) originals, signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
- Final PS&E Stage Gate Checklist
- The **Engineer** shall submit an electronic PS&E submittal portfolio as outlined by the State's Design Division.

5. **Electronic Copies:** The **Engineer** shall furnish the State with three (3) CDs or DVDs of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

Each CD/DVD shall be labeled and include the following:

- CSJ
- County
- Highway
- Date of the CD Burn
- INTERIM (in 1" letters) Note: As-built shall specify FINAL
- Volume sequence (ie. Disk 1 of 3)

The **Engineer** shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.

6. **Calculations:** The **Engineer** shall provide the following:

- A 3-ring binder with all quantity and non-structural design calculations.
- A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements. Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances.
- Working copies of all spreadsheets and output from any programs utilized on a CD or DVD in a universally reliable format.

The **Engineer** may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD, DVD, or in ProjectWise (if applicable).

## **EXHIBIT "C"**

### **Schedule of Work**

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Authority** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

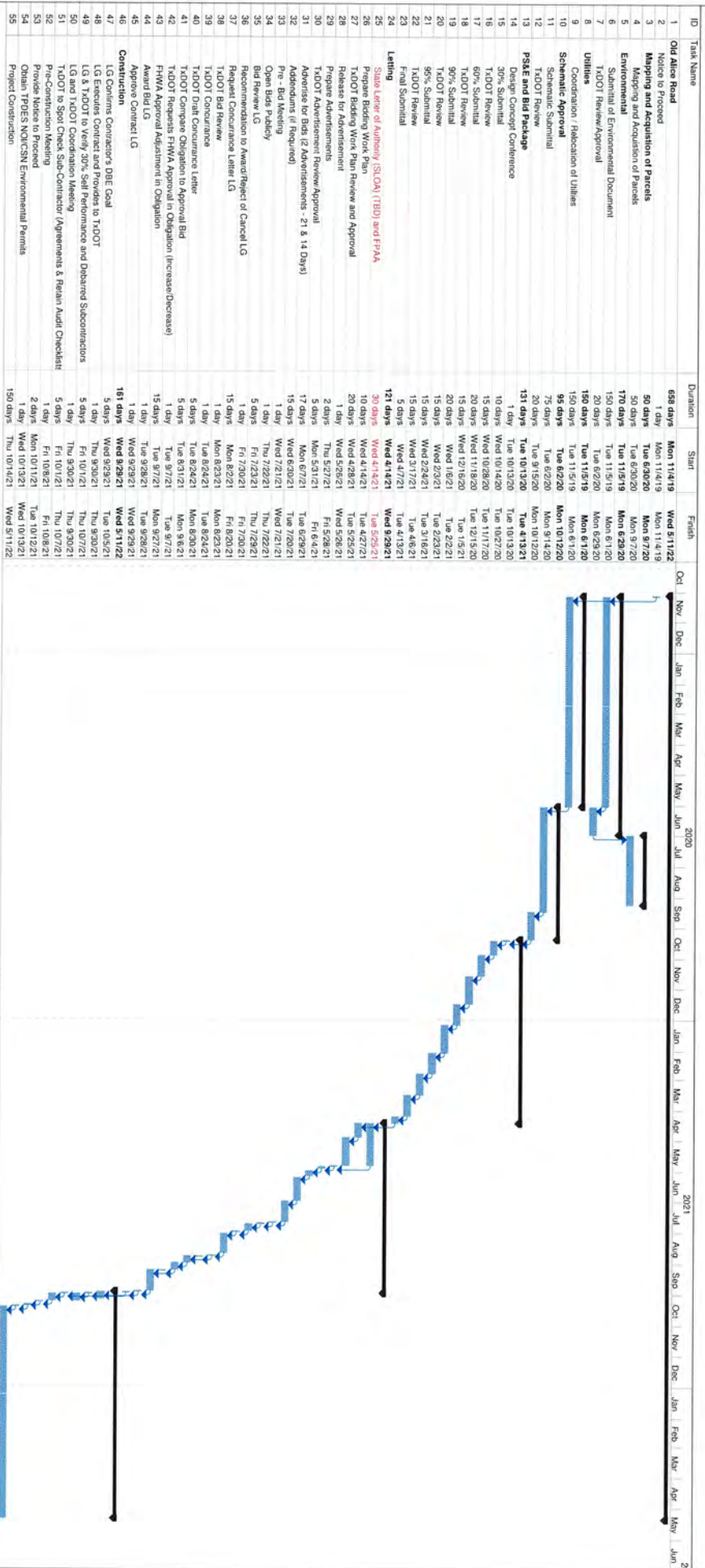
#### **NOTICE TO PROCEED -- Upon Execution**

**See attached work schedule.**

**Work Order Complete:     May 11, 2022**

# Exhibit C

## Old Alice Road Work Schedule



PROJECT: Old Alice Rd APD & PS&E  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract

09/02/19

EXHIBIT D -- FEE ESTIMATE

CSJ:  
 COUNTY: Cameron  
 S & B JOB NO.: U2716.112

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I/II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	
	110	<b>ROUTE AND DESIGN STUDIES</b> 1-Collect, review, and assemble data 2-Organize <i>and attend</i> preliminary concept conference (kick off Meeting) 3-Develop detailed design criteria <b>Schematic</b> 4-Utilize Geopak and Microstation for all roadway design (Hours included in items below) <b>5-Schematic Preparation</b> a-Horiz. Alignments, Layouts b-Vert. Alignments c-Typical Sections 3 different typical sections d-Access Control Issues and ROW Verification e-Intersection Layouts 6-Design cross-sections at 500 ft intervals/earth work quantities check slope selection including plotting 7a-Review Submittals (60 & 90) 7b- Final Schematic	S & B	BASIC	2						40	32		4	78	\$11,279.14
			S & B	BASIC	6						8	8	8	4	26	\$4,187.74
			S & B	BASIC	2				4		8	4		4	22	\$3,527.70
			S & B	BASIC											0	\$0.00
			S & B	BASIC											0	\$0.00
			S & B	BASIC	2				8		24	24	24		0	\$0.00
			S & B	BASIC	4				16		48	48	48		58	\$9,183.34
			S & B	BASIC	2				8		24	24	24		116	\$18,366.68
			S & B	BASIC	4				8		24	24	16		58	\$9,183.34
			S & B	BASIC	4				4		32	48			88	\$12,951.24
			S & B	BASIC	2						80	32			114	\$17,808.38
			S & B	BASIC	4						4				8	\$1,778.88
			S & B	BASIC	1						12	12			25	\$3,691.75
			S & B	BASIC	8				4		16	8		16	52	\$7,775.36
			S & B	BASIC	4						24				28	\$5,173.48
			L&G	SPECIAL											0	\$63,822.28
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			45	0	0	0	52	0	344	256	0	28	755	\$197,542.63
	120	<b>SOCIAL &amp; ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT</b> General FC 120 Categories Update EPIC sheets	S & B	BASIC	4						8		8		20	\$3,257.72
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			4	0	0	0	0	0	8	0	8	0	20	\$3,257.72
	130	<b>RIGHT-OF-WAY DATA</b> Verify ROW from Data provided by CCRMA Utility Adjustments- Evaluate conflicts & preliminary drawings for Agreements Participation in two Utility meetings	S & B	SPECIAL	4						40	40			84	\$12,489.16
			S & B	SPECIAL	4						120	120			244	\$35,267.56
			S & B	SPECIAL	8						16		8		32	\$5,715.52
		Sub Total (130 - RIGHT-OF-WAY DATA)			16	0	0	0	0	0	176	160	8	0	360	\$53,472.24
	150	<b>FIELD SURVEYING AND PHOTOGRAMMETRY</b> Verify and Set Control Coordination and development of survey Collect Field Topographic Data Collect Existing Visible Utilities and Improvements Verify field data and Develop Survey Control Sheets Process and Verify Aerial Work Electronic Format ASCI, Surface, Field Book, and AutoCAD Base File	S & B	SPECIAL	1	2	12								15	\$2,515.41
			S & B	SPECIAL	4	4							2		12	\$2,289.88
			S & B	SPECIAL	1	2	400						2	2	405	\$61,252.95
			S & B	SPECIAL	2	2	40						2		44	\$6,664.76
			S & B	SPECIAL	1	5					120		10		136	\$22,717.44
			S & B	SPECIAL							25		16		41	\$5,843.09
			S & B	SPECIAL								6		2	8	\$729.92



PROJECT: Old Alice Rd APD & PS&E  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron  
 S & B JOB NO.: U2716.112

09/02/19

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I/II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	
		Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY)			7	15	452	0	0	0	145	0	38	4	661	\$102,013.45
	160	ROADWAY DESIGN CONTROLS														
		Geometric Design - Horiz & Vert Align Finalize From Schematic	S & B	BASIC	1						8				9	\$1,632.83
		1 Geometric Design - Roadway geometrics and P&P Sheets	S & B	BASIC	24						130		140		294	\$42,663.26
		2 Grading Design - Typical Sections	S & B	BASIC	2						8		16		26	\$3,507.66
		3 Grading Design - Cross Sections	S & B	BASIC	2						120		40		162	\$24,917.18
		4 Grading Design - Determine Cut and Fill Quantities	S & B	BASIC	1						40		16		57	\$8,664.03
		4 Plan Details to Supplement Std Shs	S & B	BASIC	1						4		16		21	\$2,553.75
		Sub Total (160 - ROADWAY DESIGN CONTROLS)			31	0	0	0	0	0	310	0	226	0	569	\$83,938.71
	161	DRAINAGE														
		1a Drainage Area Maps - determine and calculate	S & B	BASIC	2						20		24		46	\$6,344.34
		1b Hydrologic data/discharge determination	S & B	BASIC	2						30				32	\$5,641.88
		2a Hydraulic Computations - Storm sewers/intlets	S & B	BASIC	2						10				12	\$2,247.28
		2b Hydraulic Reports	S & B	BASIC	1						20		4		25	\$4,069.55
		2c FEMA floodway requirements	S & B	BASIC	2						10		4		16	\$2,647.24
		Storm Sewer Design & P&P Sheets- new, Mod., intlets, Manholes, Trunk lines	S & B	BASIC	4						40		120		164	\$19,867.96
		3a Culv Design, Details & Layouts	S & B	BASIC	4						10		16		30	\$4,397.10
		3l Bridge - analyze exist. or prop.	S & B	BASIC	2						20				22	\$3,944.58
		3l Summary of Drainage Structure Quantities	S & B	BASIC	4						12		16		32	\$4,736.56
		4 Storm Water Pollution Prevention Plan (SW3P)	S & B	BASIC	2						8		40		50	\$5,907.42
		Sub Total (161 - DRAINAGE)			25	0	0	0	0	0	180	0	224	0	429	\$59,823.91
	162	SIGNING, MARKINGS AND SIGNALIZATION														
		1 Signing and Markings Layouts	S & B	BASIC	2						16		40		58	\$7,265.26
		2 Summary of Small Signs Tabulation	S & B	BASIC	2						16		40		58	\$7,265.26
		3 Sign Detail Sheets & Standards	S & B	BASIC	2						8		16		26	\$3,507.66
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			6	0	0	0	0	0	40	0	96	0	142	\$18,038.18
	163	MISCELLANEOUS ROADWAY														
		2 Traffic Control Plan	S & B	BASIC	2						24		24		50	\$0.00
		Compute and Tabulate Quantities for Revised Limits	S & B	BASIC	1						24		16		41	\$5,948.35
		Specifications	S & B	BASIC	1						8		4		13	\$2,092.79
		General Notes	S & B	BASIC	1						8		4		13	\$2,092.79
		Prepare Construction Time Schedule	S & B	BASIC	1						8		4		9	\$1,632.83
		Project Submittals 60%, 95% and 100%	S & B	BASIC	6						40		40		86	\$12,438.74
		Project Submittals - Bridge Layouts 60%, 95% and 100%	S & B	BASIC	1						4		16		21	\$2,855.47
		Project Submittals - Bidding Documents	S & B	BASIC	1						40		16		61	\$8,363.99
		Assembly of Final Documents (Graphic Files of Plan Sheets and Geopak Files)	S & B	BASIC	1										1	\$274.99
		11 ADAT/DLR Coordination	S & B	BASIC	2						40		40		86	\$12,238.70
		Sub Total (163 - MISCELLANEOUS ROADWAY)			17	0	0	4	4	0	192	0	144	20	381	\$54,841.91

PROJECT: Old Alice Rd APD & PS&E  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract

CSJ:

COUNTY: Cameron

S & B JOB NO.: U2716.112

EXHIBIT D -- FEE ESTIMATE

09/02/19

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I/II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	
164		GENERAL COORDINATION for Bid Packaging and Letting														
		a Project Manager (Proj Coord) (2 hrs/wk)	S & B	BASIC	52										52	\$14,299.48
		b Project Manager Weekly Meeting (Proj. Rptis)	S & B	BASIC	13										13	\$3,574.87
		c Proj. Meetings (DCC, 60%, 95%, 100% Submittals)	S & B	BASIC	24						24				48	\$10,673.28
		e Prepare Proj. Meetings Notes	S & B	BASIC	2						8				18	\$2,427.74
		f Project Secretary (CLERICAL) (2 hrs/week)	S & B	BASIC										52	52	\$3,379.48
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			91	0	0	0	0	0	32	0	0	60	183	\$34,354.85
170		BRIDGE DESIGN														
		Bridge Layout	S & B	BASIC	2			12	24			40			78	\$13,491.42
		Foundation Details	S & B	BASIC	1			18	36			40			95	\$17,387.15
		Bent Details	S & B	BASIC	1			12	24			24			61	\$11,376.43
		Slab Details	S & B	BASIC	1			12	24			40			77	\$13,216.43
		Sub Total (170 - BRIDGE DESIGN )			5	0	0	54	108	0	0	144	0	0	311	\$55,471.43
		Sub Total (102 - 170)			247	15	452	58	164	0	1,427	560	746	112	3,781	\$662,755.03
320		CONSTRUCTION PHASE SERVICES														
		CONSTRUCTION BIDDING														
		RPTS/Addendums	S & B	SPECIAL	4						16			4	24	\$4,075.60
		Pre Bid Conference	S & B	SPECIAL	4						8			2	14	\$2,587.78
		Bid Opening	S & B	SPECIAL	4						4				8	\$1,778.88
		Bid Tabulation/Recommendation of Award	S & B	SPECIAL	2						40			2	44	\$7,469.16

PROJECT: Old Alice Rd APD & PS&E  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron  
 S & B JOB NO.: U2716.112

EXHIBIT D -- FEE ESTIMATE

09/02/19

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	
		Sub Total (320 - CONSTRUCTION PHASE SERVICES)			14	0	0	0	0	0	68	0	0	8	90	\$15,911.42
		LABOR TOTALS														\$678,686.45
		Total Hours	MULTIPLIER		261	15	452	58	164	0	1,495	560	746	120	3,871	
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		274.99	214.99	150.87	245.16	224.98	207.44	169.73	115.00	99.99	64.59		
		BASE RATES: (\$/MAN-HOUR)			72.91	57.00	40.00	65.00	59.65	55.00	45.00	30.49	26.51	17.23		
	160	NON LABOR														
		a FedEx Courier (2)	S & B	SPECIAL												\$40.00
		b Outside reproduction - Schematic Plots	S & B	SPECIAL												\$1,000.00
		c Travel - Mileage During Plan Development	S & B	SPECIAL		Trips =	10		Miles	60		Mileage Rate (\$/mi.) =	\$	0.535		\$321.00
		d Survey Supplies Bernsen, Martin Instruments, Research	S & B	SPECIAL												\$2,000.00
		e Travel to Project Site Survey Crew Per Diem	S & B	SPECIAL												\$7,800.00
		Sub Total (F.C. 160)														\$11,161.00
		NON LABOR TOTAL														\$11,161.00
		BASIC SERVICE TOTAL														\$ 423,447.06
		SPECIAL SERVICE TOTAL														\$ 266,380.39
		PROJECT TOTAL														\$689,827.45



**L&G Consulting Engineers, Inc.**

**L&G Consulting Engineers, Inc. (Division: L&G ENGINEERING LAB)**

LINE ITEM EXPENSES  
 Printing Reproduction (N/A - Electronic Submittal Only)  
 L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)  
 \* - (Please see page 2, for detailed estimates of testing)  
 Total Expenses  
 L&G Total Cost

\$ 53,691.90

Page 5 of 6

**EXHIBIT D**  
**Geotechnical Field and Laboratory Services**  
**Old Alice Road Project**  
**Prepared for S&B Infrastructure, LTD**

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	B. Mileage	Mile	80	\$ 0.54	\$ 43.20
<b>III.</b>	<b>Field Exploration</b>				
A	Mobilization/Demobilization (Drill Rig)	Mile	480	\$ 5.00	\$ 2,400.00
B	Field Exploration				
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)	LF	390	\$ 32.97	\$ 12,858.30
	1A. Backfilling Boreholes Bentonite Plug	LF	390	\$ 10.00	\$ 3,900.00
	3. Supp. Vehicle-Trailer, Tools Water Supply	Mile	480	\$ 0.54	\$ 259.20
	4. Vehicle Charge	Mile	480	\$ 0.54	\$ 259.20
	5. Traffic Control Services (Small Project)	Day	6	\$ 1,375.00	\$ 8,250.00
C	Miscellaneous Field Services				
<b>IV.</b>	<b>Engineering Data Analysis / Report</b>				
	3. Prep Soil for Testing (Tex-101-E)	Ea.	68	\$ 70.00	\$ 4,760.00
	4. Moisture Content (Tex-103-E)	Ea.	78	\$ 14.00	\$ 1,092.00
	5a. Liquid Limit (Tex-104-E)	Ea.	66	\$ 40.00	\$ 2,640.00
	5b. Plastic Limit (Tex-105-E)	Ea.	66	\$ 40.00	\$ 2,640.00
	5c. Plasticity Index (Tex-106-E)	Ea.	66	\$ 50.00	\$ 3,300.00
	6. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.	2	\$ 95.00	\$ 190.00
	7. -200 Determination (Tex-111-E)	Ea.	66	\$ 40.00	\$ 2,640.00
	8. Soils Sulfate Content (Tex-145-E)	Ea.	29	\$ 90.00	\$ 2,610.00
	9. Lime Series Testing (Tex-121-E - Part 3)	Ea.	13	\$ 450.00	\$ 5,850.00
<b>Project Sub-Total (Geo Field and Lab)</b>					<b>\$ 53,691.90</b>

**3-G    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 14  
WITH S&B INFRASTRUCTURE FOR TRAFFIC STUDIES FOR THE FM  
509 PROJECT.**

## WORK AUTHORIZATION NO. 14

This Work Authorization is made as of this 18<sup>th</sup> day of October, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *The GEC will develop traffic projections for FM 509 in Cameron County.*

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit A and as requested by the Authority.

### Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$30,731.68, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### Section D. - Authority's Responsibilities

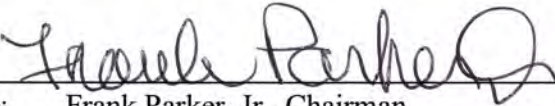
The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

### Section E. - Other Provisions


The parties agree to the following provisions with respect to this specific Work Authorization:  
None

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 10-18-19

**S&B INFRASTRUCTURE, LTD.**

By:   
Name: Daniel O. Rios, PE, President  
Date: 10/17/2019

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

## **EXHIBIT A**

### **Authorities Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

### ***GENERAL***

The **Authority** will provide to the **Engineer** the following:

- (1) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.



## **EXHIBIT B**

### **Scope of Work**

County: Cameron  
Project: FM 509 Traffic Study

#### **Services – Project Understanding and Goals**

The work to be performed by the Engineer under this Work Authorization shall consist of the development of traffic projections for FM 509 in Cameron County.

#### **Task 1: Review of Existing Information**

Engineer will first review all relevant available documentation regarding the Project. To determine historical traffic growth patterns, Engineer will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic County Database System (TCDS),<sup>1</sup> in the form of annual average daily traffic (AADT) counts. The base year (2018) traffic volumes of the Project and historical traffic within the study area will be extracted from this data source.

Engineer will also review proposed network improvements, as several transportation mobility and improvement projects are proposed in the related Transportation Improvement Plan (TIP) for the short-term and Metropolitan Transportation Plan (MTP) for the long-term.

#### **Task 2: Growth Rate Calculations**

Following the TP&P's SOP, Engineer will utilize the 20-year historical growth rate to develop the traffic projections using the PIVOT method. However, in order to get another independent point of reference for forecasted growth rates in the region, Engineer will also adopt the latest version of the Lower Rio Grande Valley (LRGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for TxDOT. The LRGV TDM is a trip-based model developed in the TransCAD environment which utilizes TripCal5 software for trip generation and ATOM2 for trip distribution. Engineer will use this TDM to perform the following tasks:

1. Estimate potential diversion to the Project due to future roadway improvements; and
2. Estimate traffic growth over the next 20-year period based on future developments considered by the MPOs of the region.

Engineer will obtain the following LRGV TDM files for this study:

- Roadway network for the model years

---

<sup>1</sup> <https://txdot.ms2soft.com/>

- Daily trip tables for model years and traffic assignments results
- TAZ structure

Engineer will incorporate the Project in all available model years by modifying the model networks. Engineer will then complete the model assignments in TransCAD, review the results, and summarize the Project's estimated traffic volumes. If necessary, additional developments around the Project area that are not considered in the TDM will be implemented within the TDM modeling environment as the number of potential residents or employees of the development--to estimate the traffic impact of these developments on the TDM road network. The study assumptions and proposed growth rates will be summarized in the traffic projections methodology memorandum and submitted for TP&P review and approval.

### **Task 3: Development of Traffic Projections**

Engineer will develop traffic projections based on the TP&P methodology of using balanced existing traffic counts and applying a growth rate obtained from a regression of the Project area's historical traffic data using the PIVOT method.

Engineer will use existing and historical traffic counts available through TxDOT's traffic count database (ms2soft interface)<sup>2</sup> and TxDOT's planning maps.<sup>3</sup>

Engineer will develop daily traffic (ADT) projections for No-Build and Build scenarios.

The traffic projections will be presented in line diagrams to be used for further analysis. Engineer will perform the following sub-tasks to ensure the comprehensiveness of the presented projections:

- Prepare a detailed Project description.
- Analyze and document the existing roadway network.
- Analyze and document the existing traffic composition.
- Develop traffic projections.

### **Task 4: TAHD Tabulation**

Engineer will prepare Traffic Analysis for Highway Design (TAHD) tabulations regarding the 20-year and 30-year design periods. Included in the tabulation will be data for use in air and noise analysis. All values in the TAHD table will be prepared following TP&P's methodology, based on the previously-described traffic projections. These projections will not be considered finalized until final approval by TP&P and will not be intended for construction, bidding, or permit purposes.

---

<sup>2</sup> <https://txdot.ms2soft.com/>

<sup>3</sup> [http://www.txdot.gov/apps/statewide\\_mapping/StatewidePlanningMap.html](http://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html)



The TAHD tabulation will include the following:

1. ADT estimates for the Project's opening year and for 20- and 30-year forecast periods
2. Traffic distribution by direction
3. K-factor
4. Percentage of trucks (daily and peak hour averages)
5. Average 10-heaviest wheel loads daily
6. Total number of equivalent 18k single axle load applications for 20- and 30-year forecast periods

Items 4, 5, and 6 above will need to be reviewed and calculated by TP&P, per their direct instructions to the consulting community. Therefore, Engineer will include its calculations in a separate memorandum for the Authority's use until TP&P's official calculations are received. Engineer has developed in-house procedures for these calculations; however, only TxDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the final results.

#### Task 5: Documentation

As mentioned above, Engineer will prepare three memoranda as follows:

1. Memorandum documenting the traffic projections methodology and assumptions;
2. Memorandum representing the results of its traffic projection development and the partial TAHD tables; and
3. Internal memorandum including the complete TAHD tables for the Authority's use.

After review by the Authority, Engineer will address any comments/questions, revise the Draft Memorandum as needed, and submit the Final Memoranda for TP&P review and approval.

## **EXHIBIT “C”**

### **Schedule of Work**

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

#### **NOTICE TO PROCEED -- Upon Execution**

**Traffic Projections Study** – 4 weeks from NTP

**Delivery of report** – 5 weeks from NTP

PROJECT: FM 509 Traffic Study  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron County  
 S & B JOB NO.: U2716.114

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	MAN-HOURS				Env Scientist	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	Task 1	TRAFFIC STUDY (See Attached Cost Proposal)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
	Task 2	Review of Existing Information	C&M	BASIC																		\$3,877.84	
	Task 3	Growth Rate Calculations	C&M	BASIC																		\$5,683.84	
	Task 4	Development of Traffic Projections	C&M	BASIC																		\$3,795.24	
	Task 5	TAHD Tabulation	C&M	BASIC																		\$2,867.08	
		Documentation & Coordination	C&M	BASIC																		\$5,611.20	
		Sub Total (TRAFFIC STUDY (See Attached Cost Proposal))			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$24,835.20
		Project Administration and Coordination																					
		Project Manager [Proj Coord](2 HRS/WK)	S & B	BASIC			6																\$2,889.92
		Project Manager Weekly Meeting (Prog. Rpts)	S & B	BASIC			2																\$919.98
		Project Coordination Meetings	S & B	BASIC			2																\$1,049.96
		Prepare Proj. Meetings Notes	S & B	BASIC																			\$0.00
		Cameron County RMA Project Coordination	S & B	BASIC			2																\$919.96
		Sub Total ( - Project Administration and Coordination)			0	0	12	12	0	0	0	0	0	0	0	0	0	0	0	0	4	28	\$5,779.84
		LABOR TOTALS																					\$30,615.04
		Total Hours	MULTIPLIER		0	0	12	12	0	0	0	0	0	0	0	0	0	0	0	0	4	28	
		CONTRACT RATES (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	165.00	110.02	89.99	245.16	224.98	207.44	169.73	115.00	99.99	64.99						
		BASE RATES (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23						
	160	NON LABOR																					
		Outside reproduction	S & B	SPECIAL																			
		Travel - Mileage Project Site Visits	S & B	SPECIAL	Mileage per Trip =	108			2														\$116.64
		Travel to District Area Office- Mileage	S & B	SPECIAL	Mileage per Trip =																		\$0.00
		Sub Total (F.C. 160)																					\$116.64
		NON LABOR TOTAL																					\$116.64
		BASIC SERVICE TOTAL																					\$ 30,615.04
		PROJECT TOTAL																					\$30,731.68



**S&B Infrastructure**

**Exhibit D  
Cost Proposal**

**Traffic Projections for:**

**FM509, Cameron County, TX**

**Sub-consultant: C&M ASSOCIATES, INC.**

**Schedule Duration: Four Weeks after NTP**

DESCRIPTION	Project Manager	Project Engineer III	Document Controller	Total Labor Hrs.	Task Cost
Task 1. Review of Existing Information	8	16		24	\$ 3,877.84
Task 2. Growth Rate Calculations	16	40		56	\$ 8,683.84
Task 3. Development of Traffic Projections	4	24		28	\$ 3,795.24
Task 4. TAHD Tabulation	4	16		20	\$ 2,867.08
Task 5. Documentation & Coordination	8	24	10	42	\$ 5,611.20
<b>Subtotal</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	<b>\$ 24,835.20</b>
<b>HOURS TOTAL</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	
<b>LABOR RATE PER HOUR</b>	<b>\$252.69</b>	<b>\$116.02</b>	<b>\$80.52</b>		
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 10,107.60</b>	<b>\$ 13,922.40</b>	<b>\$ 805.20</b>	<b>\$ 24,835.20</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>40.70%</b>	<b>56.06%</b>	<b>3.24%</b>	<b>100.00%</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>23.53%</b>	<b>70.59%</b>	<b>5.88%</b>	<b>100.00%</b>	
<b>TOTAL DIRECT LABOR COST</b>					<b>\$ 24,835.20</b>

**3-H    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 15  
WITH S&B INFRASTRUCTURE FOR TRAFFIC STUDIES FOR THE  
WHIPPLE ROAD PROJECT.**

## WORK AUTHORIZATION NO. 15

This Work Authorization is made as of this 18<sup>th</sup> day of October, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***GEC will develop traffic projections for Whipple Road in Cameron County.***

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit A and as requested by the Authority.

### Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$30,731.68, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### Section D. - Authority's Responsibilities

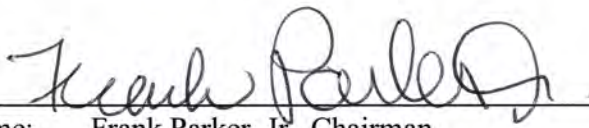
The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

### Section E. - Other Provisions


The parties agree to the following provisions with respect to this specific Work Authorization:  
None

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 10-18-19

**S&B INFRASTRUCTURE, LTD.**

By:   
Name: Daniel O. Rios, PE, President  
Date: 10/17/2019

**LIST OF EXHIBITS**

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

## **EXHIBIT A**

### **Authorities Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

### ***GENERAL***

The **Authority** will provide to the **Engineer** the following:

- (1) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.



## **EXHIBIT B**

### **Scope of Work**

County: Cameron

Project: Whipple Road Traffic Study

#### **Services – Project Understanding and Goals**

The work to be performed by the Engineer under this Work Authorization shall consist of the development of traffic projections for Whipple Road in Cameron County.

#### **Task 1: Review of Existing Information**

Engineer will first review all relevant available documentation regarding the Project. To determine historical traffic growth patterns, Engineer will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic County Database System (TCDS),<sup>1</sup> in the form of annual average daily traffic (AADT) counts. The base year (2018) traffic volumes of the Project and historical traffic within the study area will be extracted from this data source.

Engineer will also review proposed network improvements, as several transportation mobility and improvement projects are proposed in the related Transportation Improvement Plan (TIP) for the short-term and Metropolitan Transportation Plan (MTP) for the long-term.

#### **Task 2: Growth Rate Calculations**

Following the TP&P's SOP, Engineer will utilize the 20-year historical growth rate to develop the traffic projections using the PIVOT method. However, in order to get another independent point of reference for forecasted growth rates in the region, Engineer will also adopt the latest version of the Lower Rio Grande Valley (LRGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for TxDOT. The LRGV TDM is a trip-based model developed in the TransCAD environment which utilizes TripCal5 software for trip generation and ATOM2 for trip distribution. Engineer will use this TDM to perform the following tasks:

1. Estimate potential diversion to the Project due to future roadway improvements; and
2. Estimate traffic growth over the next 20-year period based on future developments considered by the MPOs of the region.

Engineer will obtain the following LRGV TDM files for this study:

- Roadway network for the model years

---

<sup>1</sup> <https://txdot.ms2soft.com/>

- Daily trip tables for model years and traffic assignments results
- TAZ structure

Engineer will incorporate the Project in all available model years by modifying the model networks. Engineer will then complete the model assignments in TransCAD, review the results, and summarize the Project's estimated traffic volumes. If necessary, additional developments around the Project area that are not considered in the TDM will be implemented within the TDM modeling environment as the number of potential residents or employees of the development--to estimate the traffic impact of these developments on the TDM road network. The study assumptions and proposed growth rates will be summarized in the traffic projections methodology memorandum and submitted for TP&P review and approval.

### **Task 3: Development of Traffic Projections**

Engineer will develop traffic projections based on the TP&P methodology of using balanced existing traffic counts and applying a growth rate obtained from a regression of the Project area's historical traffic data using the PIVOT method.

Engineer will use existing and historical traffic counts available through TxDOT's traffic count database (ms2soft interface)<sup>2</sup> and TxDOT's planning maps.<sup>3</sup>

Engineer will develop daily traffic (ADT) projections for No-Build and Build scenarios.

The traffic projections will be presented in line diagrams to be used for further analysis. Engineer will perform the following sub-tasks to ensure the comprehensiveness of the presented projections:

- Prepare a detailed Project description.
- Analyze and document the existing roadway network.
- Analyze and document the existing traffic composition.
- Develop traffic projections.

### **Task 4: TAHD Tabulation**

Engineer will prepare Traffic Analysis for Highway Design (TAHD) tabulations regarding the 20-year and 30-year design periods. Included in the tabulation will be data for use in air and noise analysis. All values in the TAHD table will be prepared following TP&P's methodology, based on the previously-described traffic projections. These projections will not be considered finalized until final approval by TP&P and will not be intended for construction, bidding, or permit purposes.

---

<sup>2</sup> <https://txdot.ms2soft.com/>

<sup>3</sup> [http://www.txdot.gov/apps/statewide\\_mapping/StatewidePlanningMap.html](http://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html)

The TAHD tabulation will include the following:

1. ADT estimates for the Project's opening year and for 20- and 30-year forecast periods
2. Traffic distribution by direction
3. K-factor
4. Percentage of trucks (daily and peak hour averages)
5. Average 10-heaviest wheel loads daily
6. Total number of equivalent 18k single axle load applications for 20- and 30-year forecast periods

Items 4, 5, and 6 above will need to be reviewed and calculated by TP&P, per their direct instructions to the consulting community. Therefore, Engineer will include its calculations in a separate memorandum for the Authority's use until TP&P's official calculations are received. Engineer has developed in-house procedures for these calculations; however, only TxDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the final results.

#### Task 5: Documentation

As mentioned above, Engineer will prepare three memoranda as follows:

1. Memorandum documenting the traffic projections methodology and assumptions;
2. Memorandum representing the results of its traffic projection development and the partial TAHD tables; and
3. Internal memorandum including the complete TAHD tables for the Authority's use.

After review by the Authority, Engineer will address any comments/questions, revise the Draft Memorandum as needed, and submit the Final Memoranda for TP&P review and approval.

## **EXHIBIT “C”**

### **Schedule of Work**

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

#### **NOTICE TO PROCEED -- Upon Execution**

**Traffic Projections Study** – 4 weeks from NTP

**Delivery of report** – 5 weeks from NTP



PROJECT: Whipple Road Traffic Study  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron County  
 S & B JOB NO.: U2716.115

10/02/19

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
	Task 1	TRAFFIC STUDY (See Attached Cost Proposal)			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
	Task 2	Review of Existing Information	C&M	BASIC															\$3,877.84	
	Task 3	Growth Rate Calculations	C&M	BASIC															\$8,653.84	
	Task 4	Development of Traffic Projections	C&M	BASIC															\$3,795.24	
	Task 5	TAAD Tabulation	C&M	BASIC															\$2,867.08	
		Documentation & Coordination	C&M	BASIC															\$5,611.20	
		Sub Total (TRAFFIC STUDY (See Attached Cost Proposal))			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$24,835.20
		Project Administration and Coordination																		
		Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			6	6										2	14	\$2,889.92
		Project Manager Weekly Meeting (Proj. Rpts)	S & B	BASIC			2	2										4	4	\$919.96
		Project Coordination Meetings	S & B	BASIC			2	2										2	6	\$1,049.96
		Prepare Proj. Meetings Notes	S & B	BASIC															0	\$0.00
		Cameron County RMA Project Coordination	S & B	BASIC			2	2										4	4	\$919.96
		Sub Total ( - Project Administration and Coordination)			0	0	12	12	0	0	0	0	0	0	0	0	0	4	28	\$5,779.84
		LABOR TOTALS																		\$30,615.04
		Total Hours	MULTIPLIER		0	0	12	12	0	0	0	0	0	0	0	0	0	4	28	
		CONTRACT RATES (\$/MAN-HOUR)	3.7717		299.95	249.99	274.99	185.00	110.02	89.99	245.16	224.98	207.44	169.73	115.00	99.99	64.99			
		BASE RATES (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.48	26.51	17.23			
		NON LABOR																		
	160	Outside reproduction	S & B	SPECIAL																
		Travel - Mileage Project Site Visits	S & B	SPECIAL			108	Trips =	2										\$116.64	
		Travel to District Area Office- Mileage	S & B	SPECIAL				Trips =											\$0.00	
		Sub Total (F.C. 160)																		\$116.64
		NON LABOR TOTAL																		
		BASIC SERVICE TOTAL																	\$	\$116.64
		PROJECT TOTAL																	\$	\$30,731.68



**S&B Infrastructure**

**Exhibit D  
Cost Proposal**

**Traffic Projections for:**

**Whipple Road , Cameron County, TX**

**Sub-consultant: C&M ASSOCIATES, INC.**

**Schedule Duration: Four Weeks after NTP**

DESCRIPTION	Project Manager	Project Engineer III	Document Controller	Total Labor Hrs.	Task Cost
Task 1. Review of Existing Information	8	16		24	\$ 3,877.84
Task 2. Growth Rate Calculations	16	40		56	\$ 8,683.84
Task 3. Development of Traffic Projections	4	24		28	\$ 3,795.24
Task 4. TAHD Tabulation	4	16		20	\$ 2,867.08
Task 5. Documentation & Coordination	8	24	10	42	\$ 5,611.20
<b>Subtotal</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	<b>\$ 24,835.20</b>
<b>HOURS TOTAL</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	
<b>LABOR RATE PER HOUR</b>	\$252.69	\$116.02	\$80.52		
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 10,107.60</b>	<b>\$ 13,922.40</b>	<b>\$ 805.20</b>	<b>\$ 24,835.20</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>40.70%</b>	<b>56.06%</b>	<b>3.24%</b>	<b>100.00%</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>23.53%</b>	<b>70.59%</b>	<b>5.88%</b>	<b>100.00%</b>	
<b>TOTAL DIRECT LABOR COST</b>					<b>\$ 24,835.20</b>

**3-I      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 16  
WITH S&B INFRASTRUCTURE FOR TRAFFIC STUDIES FOR THE WEST  
BLVD. PROJECT.**



## WORK AUTHORIZATION NO. 16

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *GEC will develop traffic projections for West Boulevard in Cameron County.*

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit A and as requested by the Authority.

### Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$30,731.68, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### Section D. - Authority's Responsibilities

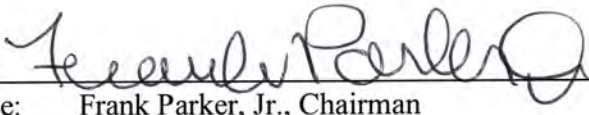
The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

### Section E. - Other Provisions


The parties agree to the following provisions with respect to this specific Work Authorization:  
None

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 10-18-19

**S&B INFRASTRUCTURE, LTD.**

By:   
Name: Daniel O. Rios, PE, President  
Date: 10/17/2019

**LIST OF EXHIBITS**

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

## **EXHIBIT A**

### **Authorities Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization.

### ***GENERAL***

The **Authority** will provide to the **Engineer** the following:

- (1) A Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

## **EXHIBIT B**

### **Scope of Work**

County: Cameron  
Project: West Boulevard Traffic Study

#### **Services – Project Understanding and Goals**

The work to be performed by the Engineer under this Work Authorization shall consist of the development of traffic projections for West Boulevard in Cameron County.

#### **Task 1: Review of Existing Information**

Engineer will first review all relevant available documentation regarding the Project. To determine historical traffic growth patterns, Engineer will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic County Database System (TCDS),<sup>1</sup> in the form of annual average daily traffic (AADT) counts. The base year (2018) traffic volumes of the Project and historical traffic within the study area will be extracted from this data source.

Engineer will also review proposed network improvements, as several transportation mobility and improvement projects are proposed in the related Transportation Improvement Plan (TIP) for the short-term and Metropolitan Transportation Plan (MTP) for the long-term.

#### **Task 2: Growth Rate Calculations**

Following the TP&P's SOP, Engineer will utilize the 20-year historical growth rate to develop the traffic projections using the PIVOT method. However, in order to get another independent point of reference for forecasted growth rates in the region, Engineer will also adopt the latest version of the Lower Rio Grande Valley (LRGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for TxDOT. The LRGV TDM is a trip-based model developed in the TransCAD environment which utilizes TripCal5 software for trip generation and ATOM2 for trip distribution. Engineer will use this TDM to perform the following tasks:

1. Estimate potential diversion to the Project due to future roadway improvements; and
2. Estimate traffic growth over the next 20-year period based on future developments considered by the MPOs of the region.

Engineer will obtain the following LRGV TDM files for this study:

- Roadway network for the model years

---

<sup>1</sup> <https://txdot.ms2soft.com/>



- Daily trip tables for model years and traffic assignments results
- TAZ structure

Engineer will incorporate the Project in all available model years by modifying the model networks. Engineer will then complete the model assignments in TransCAD, review the results, and summarize the Project's estimated traffic volumes. If necessary, additional developments around the Project area that are not considered in the TDM will be implemented within the TDM modeling environment as the number of potential residents or employees of the development--to estimate the traffic impact of these developments on the TDM road network. The study assumptions and proposed growth rates will be summarized in the traffic projections methodology memorandum and submitted for TP&P review and approval.

### **Task 3: Development of Traffic Projections**

Engineer will develop traffic projections based on the TP&P methodology of using balanced existing traffic counts and applying a growth rate obtained from a regression of the Project area's historical traffic data using the PIVOT method.

Engineer will use existing and historical traffic counts available through TxDOT's traffic count database (ms2soft interface)<sup>2</sup> and TxDOT's planning maps.<sup>3</sup>

Engineer will develop daily traffic (ADT) projections for No-Build and Build scenarios.

The traffic projections will be presented in line diagrams to be used for further analysis. Engineer will perform the following sub-tasks to ensure the comprehensiveness of the presented projections:

- Prepare a detailed Project description.
- Analyze and document the existing roadway network.
- Analyze and document the existing traffic composition.
- Develop traffic projections.

### **Task 4: TAHD Tabulation**

Engineer will prepare Traffic Analysis for Highway Design (TAHD) tabulations regarding the 20-year and 30-year design periods. Included in the tabulation will be data for use in air and noise analysis. All values in the TAHD table will be prepared following TP&P's methodology, based on the previously-described traffic projections. These projections will not be considered finalized until final approval by TP&P and will not be intended for construction, bidding, or permit purposes.

---

<sup>2</sup> <https://txdot.ms2soft.com/>

<sup>3</sup> [http://www.txdot.gov/apps/statewide\\_mapping/StatewidePlanningMap.html](http://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html)

The TAHD tabulation will include the following:

1. ADT estimates for the Project's opening year and for 20- and 30-year forecast periods
2. Traffic distribution by direction
3. K-factor
4. Percentage of trucks (daily and peak hour averages)
5. Average 10-heaviest wheel loads daily
6. Total number of equivalent 18k single axle load applications for 20- and 30-year forecast periods

Items 4, 5, and 6 above will need to be reviewed and calculated by TP&P, per their direct instructions to the consulting community. Therefore, Engineer will include its calculations in a separate memorandum for the Authority's use until TP&P's official calculations are received. Engineer has developed in-house procedures for these calculations; however, only TxDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the final results.

#### Task 5: Documentation

As mentioned above, Engineer will prepare three memoranda as follows:

1. Memorandum documenting the traffic projections methodology and assumptions;
2. Memorandum representing the results of its traffic projection development and the partial TAHD tables; and
3. Internal memorandum including the complete TAHD tables for the Authority's use.

After review by the Authority, Engineer will address any comments/questions, revise the Draft Memorandum as needed, and submit the Final Memoranda for TP&P review and approval.

## **EXHIBIT “C”**

### **Schedule of Work**

The **Engineer** will diligently pursue the completion of the **Project** as defined by the milestones and deliverable due dates.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

#### **NOTICE TO PROCEED -- Upon Execution**

**Traffic Projections Study** – 4 weeks from NTP

**Delivery of report** – 5 weeks from NTP



PROJECT: West Boulevard Traffic Study  
 CLIENT: CCRMA  
 CONTRACT: OEC Contract  
 COUNTY: Cameron County  
 S & B JOB NO.: U2716.116

10/02/19

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (LII)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
		TRAFFIC STUDY (See Attached Cost Proposal)			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
	Task 1	Review of Existing Information	C&M	BASIC															\$3,377.84	
	Task 2	Growth Rate Calculations	C&M	BASIC															\$8,685.84	
	Task 3	Development of Traffic Projections	C&M	BASIC															\$3,765.24	
	Task 4	TAHD Tabulation	C&M	BASIC															\$2,867.08	
	Task 5	Documentation & Coordination	C&M	BASIC															\$5,611.20	
		Sub Total (TRAFFIC STUDY (See Attached Cost Proposal))			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$24,835.20
		Project Administration and Coordination																		
		Project Manager (Proj Coord) (2 HRS/WK)	S & B	BASIC			6	6										2	14	\$2,889.92
		Project Manager Weekly Meeting (Prog. Rpts)	S & B	BASIC			2	2										4	4	\$919.98
		Project Coordination Meetings	S & B	BASIC			2	2										2	6	\$1,049.96
		Prepare Proj. Meeting Notes	S & B	BASIC														0	0	\$0.00
		Cameron County RMA Project Coordination	S & B	BASIC			2	2										4	4	\$919.98
		Sub Total ( - Project Administration and Coordination)			0	0	12	12	0	0	0	0	0	0	0	0	0	4	28	\$5,779.84
		LABOR TOTALS																		\$30,615.04
		Total Hours	MULTIPLIER		0	0	12	12	0	0	0	0	0	0	0	0	0	4	28	
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.98	274.99	185.00	110.02	89.99	245.16	224.98	207.44	169.73	115.00	99.99		64.99		
		BASE RATES: (\$/MAN-HOUR)			79.53	69.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51		17.23		
	160	NON LABOR																		
		Outside reproduction	S & B	SPECIAL																
		Travel - Mileage Project Site Visits	S & B	SPECIAL					2										\$116.64	
		Travel to District Area Office- Mileage	S & B	SPECIAL															\$0.00	
		Sub Total (F.C. 160)																		\$116.64
		NON LABOR TOTAL																		\$116.64
		BASIC SERVICE TOTAL																	\$	30,615.04
		PROJECT TOTAL																		\$30,731.68

10/2/2019



**S&B Infrastructure**

**Exhibit D  
Cost Proposal**

**Traffic Projections for:**

**West Blvd , Cameron County, TX**

**Sub-consultant: C&M ASSOCIATES, INC.**

**Schedule Duration: Four Weeks after NTP**

DESCRIPTION	Project Manager	Project Engineer III	Document Controller	Total Labor Hrs.	Task Cost
Task 1. Review of Existing Information	8	16		24	\$ 3,877.84
Task 2. Growth Rate Calculations	16	40		56	\$ 8,683.84
Task 3. Development of Traffic Projections	4	24		28	\$ 3,795.24
Task 4. TAHD Tabulation	4	16		20	\$ 2,867.08
Task 5. Documentation & Coordination	8	24	10	42	\$ 5,611.20
<b>Subtotal</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	<b>\$ 24,835.20</b>
<b>HOURS TOTAL</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>170</b>	
<b>LABOR RATE PER HOUR</b>	\$252.69	\$116.02	\$80.52		
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 10,107.60</b>	<b>\$ 13,922.40</b>	<b>\$ 805.20</b>	<b>\$ 24,835.20</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>40.70%</b>	<b>56.06%</b>	<b>3.24%</b>	<b>100.00%</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>23.53%</b>	<b>70.59%</b>	<b>5.88%</b>	<b>100.00%</b>	
<b>TOTAL DIRECT LABOR COST</b>					<b>\$ 24,835.20</b>

**3-J CONSIDERATION AND APPROVAL OF RECOMMENDATION OF  
HIGHEST RANKED GEC PROPOSAL FOR MORRISON ROAD  
PRELIMINARY ENGINEERING SOLICITATION.**






**IMPROVING MORE THAN JUST ROADS**

## MEMORANDUM

**TO:** Board of Directors

**FROM:** Jesus Adrian Rincones, Chief Financial Officer 

**DATE:** October 18, 2019

**RE:** Item 3J Consideration and Approval of Recommendation of highest ranked GEC proposal for Morrison Road Preliminary Engineering Solicitation

---

Morrison Road Project 0921-06-291

On April 26, 2019 the CCRMA board of directors passed a resolution for the approval of the advanced funding agreement for the Morrison Road Project to prepare the preliminary engineering of the project including the environmental and schematic document.

The advanced funding agreement provides Federal Funding in the form of Category 7 Funds for the Preliminary engineering work to be performed by a consultant. The Local Participation share of the funding has been provided by the City of Brownsville as per the executed interlocal agreement for the development of this project.

As per our procurement policies and in compliance with federal standards listed in 23 CFR section 172 for the procurement, management, and administration of engineering and design related services for the use of Federal Government Aid, the CCRMA administered a solicitation within its approved GEC's for the work to be performed.

The solicitation was reviewed and approved to be released by TxDOT prior to issuance. The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Specific Project Team and Staffing Plan
- Consultant Comments and Approach
- Consultant Availability

Below is a summary of the resulting scores from the evaluation



## IMPROVING MORE THAN JUST ROADS

**Project**

**Morrison Road CSJ: 0921-06-291**

<b>Strength</b>	A feature of a Consultant that will contribute to better-than-acceptable performance.
<b>Meets</b>	The Consultant offers acceptable performance in relation to the scope of work being evaluated.
<b>Weak</b>	A feature of a Consultant that is below the applicable requirement(s) of the scope of work but may contribute with less than acceptable performance.
<b>Fail</b>	Failure, no response

### Step 2 - Review Quantitative Score

	<b>S&amp;B</b>			<b>Halff</b>			<b>Figg</b>	
<b>Specific Project Team and Staffing Plan</b>	Strength	50		Meets	33.3		Strength	50
<b>Consultant Comments &amp; Approach</b>	Strength	25		Meets	16.7		Meets	16.7
<b>Consultant Availability</b>	Meets	16.7		Meets	16.7		Meets	16.7
<b>Total Score</b>		91.7			66.7			83.4

### Ranking

The CCRMA has ranked the firms responses in order from highest to lowest as follows:

1. S&B Infrastructure
2. Figg Engineering
3. Halff Associates, Inc.

In accordance with the 23 CFR §172.9 and 40 U.S. Code §1104(b) the staff is requesting to commence negotiations for a final contract with the highest ranked firm S&B Infrastructure.