

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 12th day of December, 2019, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office 3740 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

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

DR. MARIA VILLEGAS, M.D.
ABSENT

=====

The Meeting was called to order by Chairman Parker, at 12:03 P.M. At this time, the Board considered the following matters as per CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 6th day of December 2019 at 10:12 A.M.



IMPROVING MORE THAN JUST ROADS

DOCKETED FOR FILING
CAMERON COUNTY

DEC 06 2019

SYLVIA GARZA PEREZ
COUNTY CLERK

POSTED ON WEB
December 6, 2019
at 11:05 A.M.

AGENDA

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

3470 Carmen Avenue, Suite 5

Rancho Viejo, Texas 78575

December 12, 2019

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

PRESENTATIONS:

2. Presentation of CCRMA Project Status.

CONSENT ITEMS:

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

A. Consideration and Approval of the Minutes for:

November 7, 2019 – Special Meeting.

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items.

A. Acknowledgement of Claims.

B. Approval of Claims.

C. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs.

D. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the East Loop Project.

- E. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville for the West Blvd. Project.**
- F. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Blvd. Project.**
- G. Discussion and Possible Action regarding the Texas Department of Transportation Category 12 Funds.**
- H. 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 West Blvd. Hike and Bike Project.**
- I. Consideration and Approval of RFP for Bank Depository Services.**
- J. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 8 with S&B Infrastructure regarding the Veterans Bridge at Los Tomates.**
- K. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 5 with S&B Infrastructure for East Loop Project Aerial Mapping, Right of Way Mapping and Subsurface Utility Engineering.**
- L. Consideration and Approval of Work Authorization No. 11 with S&B Infrastructure for the Morrison Road Project.**
- M. Consideration and Approval of Recommendation of highest ranked GEC proposal for FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.**
- N. Consideration and Approval of Recommendation of highest ranked GEC proposal for Whipple Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.**
- O. Consideration and Approval of Recommendation of highest ranked GEC proposal for SH 550 Gap II Project for Engineering (PS&E) Solicitation and Authorize Staff to Enter into Contract Negotiations.**
- P. Consideration and Approval of Toll Rate Fare Schedule for the SH 550 Toll Road.**
- Q. Consideration and Authorization to Declare Surplus Property and Authorize Staff to Dispose of that Surplus Property.**
- R. Consideration and Approval of Master Lease Agreement for a Printer and Service Contract with Toshiba utilizing the DIR CO-OP**

EXECUTIVE SESSION:

5. Executive Session.

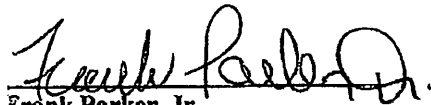
- A. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**
- B. Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- C. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- D. Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- E. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- F. 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).**
- G. Confer with Cameron County Regional Mobility Authority Legal Counsel regarding issues with the CCRMA Toll Rate Schedule, Pursuant to V.T.C.A. Government Code, Section 551.071(2).**

6. Action Relative to Executive Session.

- A. Possible Action.**
- B. Possible Action.**
- C. Possible Action.**
- D. Possible Action.**
- E. Possible Action.**
- F. Possible Action.**
- G. Possible Action.**

ADJOURNMENT:

Signed this 6th day of December 2019.

A handwritten signature in black ink, appearing to read "Frank Parker, Jr.", written over a horizontal line.

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.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation of CCRMA Project Status.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over a Presentation on the Status of CCRMA Projects including the funding for East Loop, South Port Connector, I69 Connector and FM 509.

Vice Chair Scaief moved to acknowledge the Presentation as presented. The motion was seconded by Director Esparza and carried unanimously.

The Presentation is as follows:

CONSENT ITEMS

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

3-A Consideration and Approval of the Minutes for:

November 7, 2019 – Special Meeting.

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

Director Esparza moved to approve the minutes for November 7, 2019 Special Meeting. The motion was seconded by Secretary Nelson and carried unanimously.

ACTION ITEMS

4-A Acknowledgement of Claims.

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

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

The Claims are as follows:

4-B Approval of Claims.

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

Director Esparza moved to approve the Claims including TxDOT Claim in the amount of \$150,000.00, subject to approval of Item 4-H. The motion was seconded by Director Garza and carried unanimously.

The Claims are as follows:

4-C Consideration and Approval of Agreement between the Cameron County Regional Mobility and Pathfinders Public Affairs.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda explained to the Board the need for the Agreement and went into further detail that this was for legislative representation in Austin and coordination with TxDOT.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility and Pathfinders Public Affairs. The motion was seconded by Secretary Nelson and carried unanimously.

The Agreement is as follows:

4-D Consideration and Approval of Agreement between Cameron County and the Cameron County Regional Mobility regarding the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned that this Agreement was for funding to cover aerial photography, subsurface utility engineering, right of way mapping and mitigation issues with USFWS. Cameron County has approved the Interlocal Agreement and the Funding.

Director Esparza moved to approve the Agreement between Cameron County and the Cameron County Regional Mobility regarding the East Loop Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Agreement is as follows:

4-E Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville for the West Blvd. Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that this would cover the schematics for the Hike and Bike Component of the Project. City of Brownsville has approved the Interlocal Agreement and the Funding.

Secretary Nelson moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Brownsville for the West Blvd. Project. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-F Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Blvd. Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned that this will allow us to proceed and develop schematics for the Road Component of the Project. Cameron County has approved the Interlocal Agreement and the Funding.

Secretary Nelson moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Blvd. Project. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

4-G Discussion and Possible Action regarding the Texas Department of Transportation Category 12 Funds.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned this request needed to be made to the Texas Transportation Commission to transfer approximately \$16.4 million to the West Boulevard road component. See attached memo.

Vice Chair Scaief moved to approve requesting that the Texas Department of Transportation transfer Category 12 Funds into the Road Component of the West Blvd. Project. The motion was seconded by Director Esparza and carried unanimously.

The Memo is as follows:

4-H 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 West Blvd. Hike and Bike Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned that the Advance Funding Agreement was needed to cover the Hike and Bike Component of this Project.

Director Esparza moved to approve the Resolution and the Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the West Blvd. Hike and Bike Project. The motion was seconded by Director Garza and carried unanimously.

The Resolution and Agreement are as follows:

4-I Consideration and Approval of RFP for Bank Depository Services.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda mentioned this is a need to go through an RFP process for bank depository services.

Chairman Parker moved to approve the RFP for Bank Depository Services. The motion was seconded by Secretary Nelson and carried as follows:

NOTE: Vice Chair Scaief, Director Esparza, Director Villarreal and Director Garza abstained and did not participate in the discussion of the RFP for Bank Depository Services item. Affidavits for each Director are on file.

AYE: Chairman Parker, Secretary Nelson.

NAY: None.

ABSTAINED: Vice Chair Scaief, Director Esparza, Director Villarreal and Director Garza.

The RFP is as follows:

4-J Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 8 with S&B Infrastructure regarding the Veterans Bridge at Los Tomates.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the Supplemental Work Authorization is for cultural resources at the Veterans Bridge Project. Mr. Sepulveda further explained that the correct Work Authorization number is 18. Since the content of the Work Authorization did not change, the Board can consider it.

Secretary Nelson moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 8 with S&B Infrastructure regarding the Veterans Bridge at Los Tomates. The motion was seconded by Director Villarreal and carried unanimously.

The Supplemental Work Authorization is as follows:

4-K Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 5 with S&B Infrastructure for East Loop Project Aerial Mapping, Right of Way Mapping and Subsurface Utility Engineering.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the Supplemental Work Authorization is for right of way mapping, aerial photography and subsurface utility engineering. Cameron County will provide Funding.

Director Esparza moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 5 with S&B Infrastructure for East Loop Project Aerial Mapping, Right of Way Mapping and Subsurface Utility Engineering. The motion was seconded by Vice Chair Scaief and carried unanimously.

The Supplemental Work Authorization is as follows:

4-L Consideration and Approval of Work Authorization No. 11 with S&B Infrastructure for the Morrison Road Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the purpose for the Work Authorization. This Work Authorization is for the Environmental Document.

Director Esparza moved to approve Work Authorization No. 11 with S&B Infrastructure for the Morrison Road Project subject to final Texas Department of Transportation review. The motion was seconded by Secretary Nelson and carried unanimously.

The Work Authorization is as follows:

4-M Consideration and Approval of Recommendation of highest ranked GEC proposal for FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board that Staff conducted interviews of two Consulting firms and are recommending Halff & Associates. See attached Memo with recommendation.

Secretary Nelson moved to approve Recommendation of highest ranked GEC proposal for FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with Halff & Associates. The motion was seconded by Director Esparza and carried unanimously.

The Memo is as follows:

4-N Consideration and Approval of Recommendation of highest ranked GEC proposal for Whipple Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to the Board the purpose for the item. Staff recommends ranking Halff & Associates as the highest ranked firm. See attached Memo with recommendation.

Vice Chair Scaief moved to approve Recommendation of highest ranked GEC proposal for Whipple Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations. The motion was seconded by Director Esparza and carried unanimously.

The Memo is as follows:

4-O Consideration and Approval of Recommendation of highest ranked GEC proposal for SH 550 Gap II Project for Engineering (PS&E) Solicitation and Authorize Staff to Enter into Contract Negotiations.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained the Staff's recommendation. See attached Memo with Recommendation.

Director Esparza moved to approve Recommendation of highest ranked GEC proposal for SH 550 Gap II Project for Engineering (PS&E) Solicitation and Authorize Staff to Enter into Contract Negotiations with S&B Infrastructure. The motion was seconded by Director Garza and carried unanimously.

The Memo is as follows:

4-P Consideration and Approval of Toll Rate Fare Schedule for the SH 550 Toll Road.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board. See attached Memo and Exhibit A.

Director Esparza moved to approve the Toll Rate Fare Schedule for the SH 550 Toll Road. The motion was seconded by Director Garza and carried unanimously.

The Memo and Exhibit A are as follows:

4-Q Consideration and Authorization to Declare Surplus Property and Authorize Staff to Dispose of that Surplus Property.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and explained to the Board the reason for the item. See attached Memo.

Director Garza moved to approve to Declare Surplus Property and Authorize Staff to Dispose of that Surplus Property. The motion was seconded by Vice Chair Scaief and carried unanimously.

The Memo is as follows:

4-R Consideration and Approval of Master Lease Agreement for a Printer and Service Contract with Toshiba utilizing the DIR CO-OP.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and explained the need for the Agreement.

Vice Chair Scaief moved to approve the Master Lease Agreement for a Printer and Service Contract with Toshiba utilizing the DIR CO-OP. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

EXECUTIVE SESSION ITEMS

Director Esparza made a motion at 12:46 P.M. to go into Executive Session. The motion was seconded by Secretary Nelson and carried unanimously.

- 5-A Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**
- 5-B Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs pursuant to V.T.C.A. Government Code, Section 551.071(2).**
- 5-C Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-D Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-E Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, in Rancho Viejo, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**
- 5-F 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-G Confer with Cameron County Regional Mobility Authority Legal Counsel regarding issues with the CCRMA Toll Rate Schedule, Pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Vice Chair Sceif moved to come back into open session at 1:36 P.M. The motion was seconded by Director Esparza and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION ITEMS

- 6-A Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074 (1).**

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

- 6-B Confer with Legal Counsel regarding legal issues with an Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Vice Chair Scaef moved to **TABLE** the item. The motion was seconded by Director Villarreal and carried unanimously.

- 6-C Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 130 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

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

- 6-D Deliberation Regarding Acquisition of Real Property legally described as JY Trevino Abstract 6, 90 Acres out of 383.01 Acres, Tract C, San Martin Grant, Share 7, Cameron County, Texas, Pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.072.**

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

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

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

- 5-F 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).**

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

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

Vice Chair Scaef moved to acknowledge report and 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 Director Esparza and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 1:38 P.M.

APPROVED this 31st day of January 2020.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
ARTURO A. NELSON, SECRETARY

2-A PRESENTATION ON THE STATUS OF CCRMA PROJECTS.

Cameron County Transportation Reinvestment Zone Annual Report & Project Status Update

December 10, 2019



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Transportation Reinvestment Zone (TRZ) Background

- TRZ's for projects under development with the CCRMA began in 2010
- All prior TRZ's were converted into the new Countywide TRZ Agreement executed December 6, 2015
- A total of 51 eligible transportation projects throughout the County were included within the agreement
- Primary strategy of the CCRMA is to use TRZ funds to leverage Federal and State funding for transportation projects
- Funds may be used for all development phases of transportation projects, Environmental, Preliminary Engineering & Schematic, Design, and Construction Management



TRZ REVENUES & EXPENDITURES

Fiscal Year
 TRZ Revenue
 Pending Payment
 East Loop
 South Port
 Connector
 SH550
 SPI
 FM 509
 West Rail
 Old Alice Rd
 Whipple Road
 West Blvd

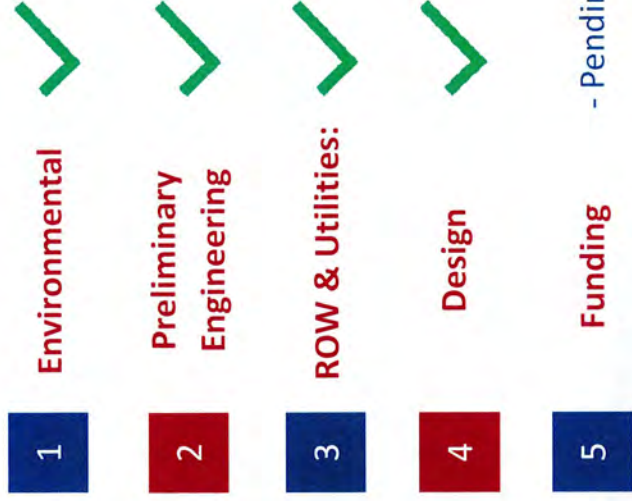
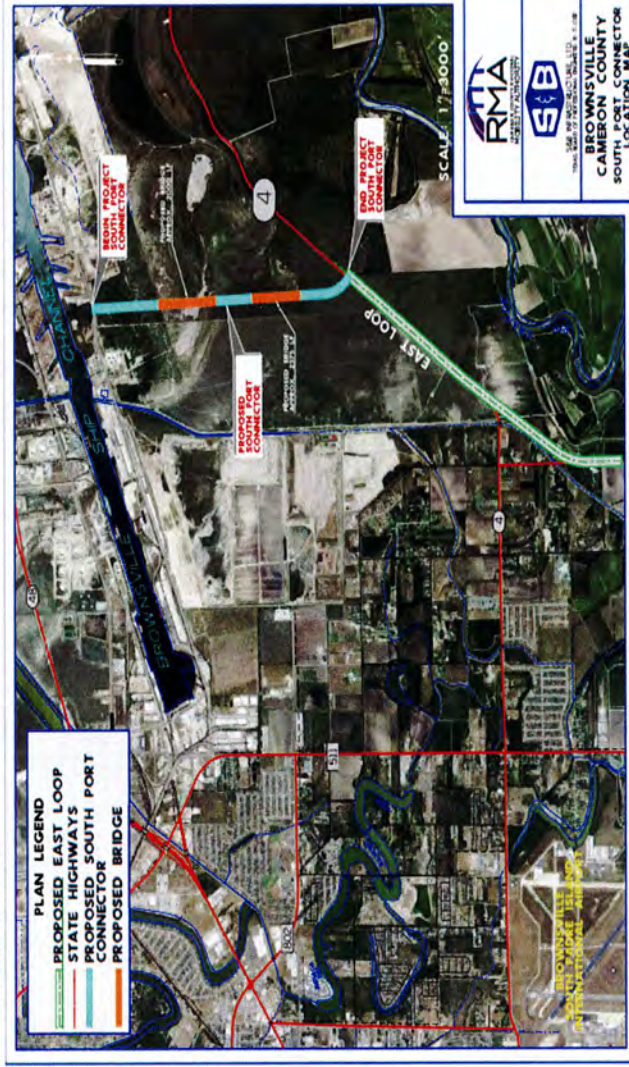
PRIOR TRZ	COUNTYWIDE TRZ				Totals
	2011-2015	2016	2017	2018	2019
1,193,303.54	276,744.05	566,100.09	644,077.54		2,680,225.22
-	-	-	(644,077.54)		(644,077.54)
(767,043.00)		(23,417.44)	(18,264.85)	(418,433.88)	(1,227,159.17)
-			(37,021.02)	(35,000.00)	(72,021.02)
-	-	(235,125.00)	(3,545.17)	(142,590.00)	(381,260.17)
			(6,284.31)	(12,500.00)	(18,784.31)
			(78,600.00)	(31,000.00)	(109,600.00)
			(32,493.43)		(32,493.43)
				(102,081.21)	(102,081.21)
				(41,000.00)	(41,000.00)
				(31,000.00)	(31,000.00)
426,260.54	276,744.05	307,557.65	(176,208.78)	(813,605.09)	20,748.37

Encumbered Funds

East Loop	\$ (171,882.00)
SH 550 GAP II	\$ (190,120.00)
Old Alice Road	(45,000.00)
West Blvd	(55,000.00)
Whipple Road	(20,000.00)
FM 509	(25,000.00)



South Port Connector CSJ: 0921-06-288

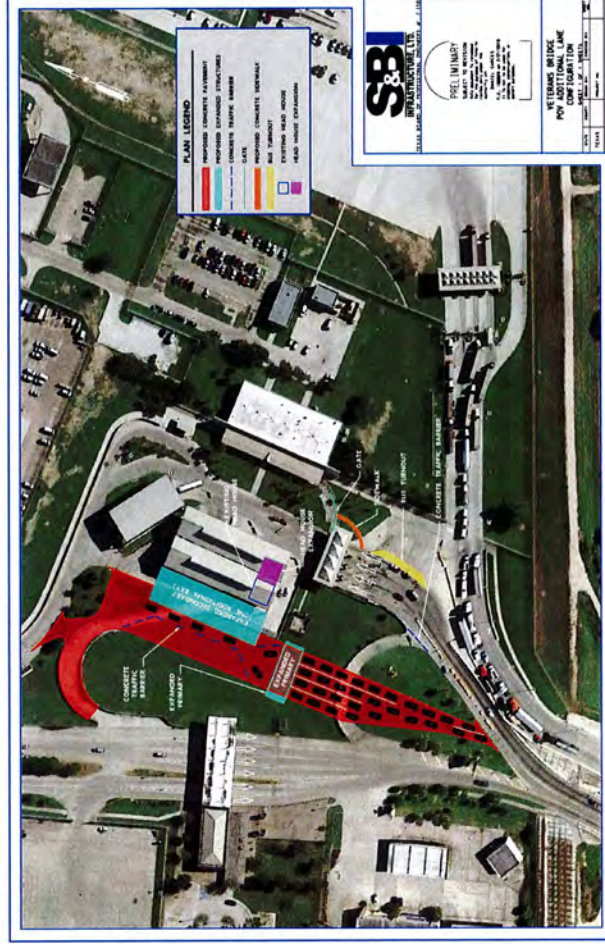


Shovel
Ready

Recent Activity:

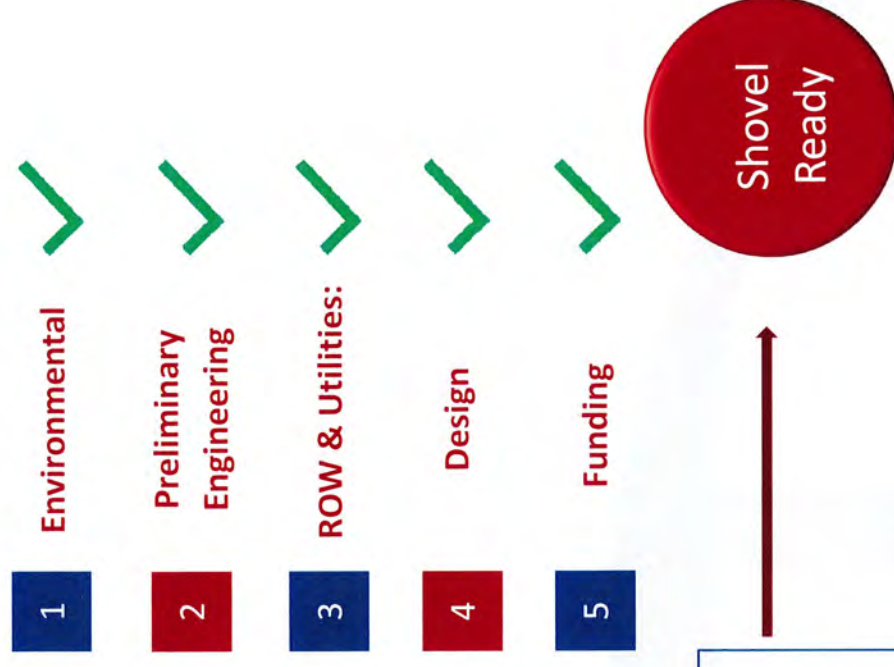
- Project received Bids on October 25, 2019
- Bid was \$25,615,349 - \$7,582,481 over Engineers Estimate of \$18,032,868
- CCRMA in Conjunction with the POB and TxDOT are Evaluating Funding Options

IMPROVING MORE THAN JUST ROADS

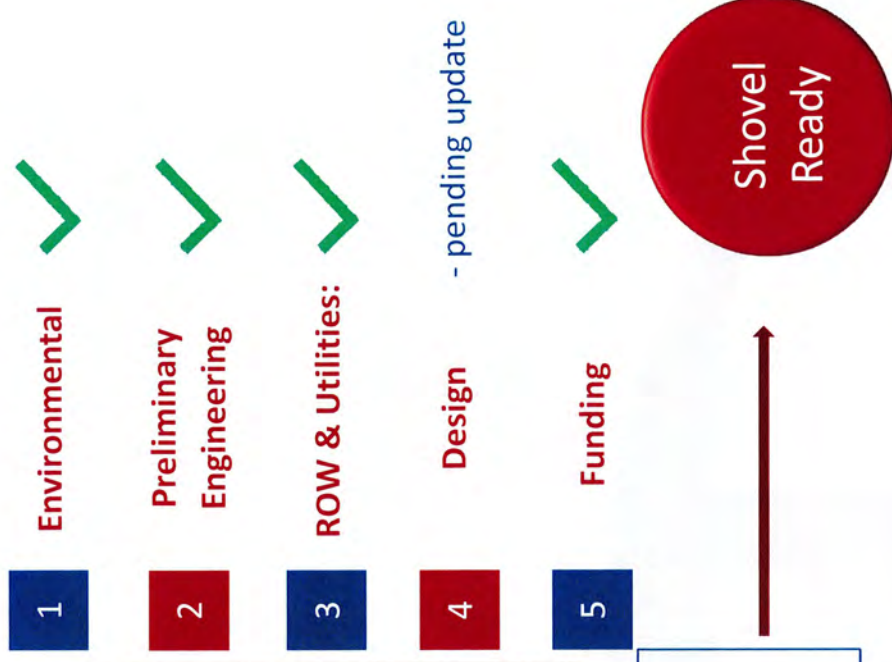
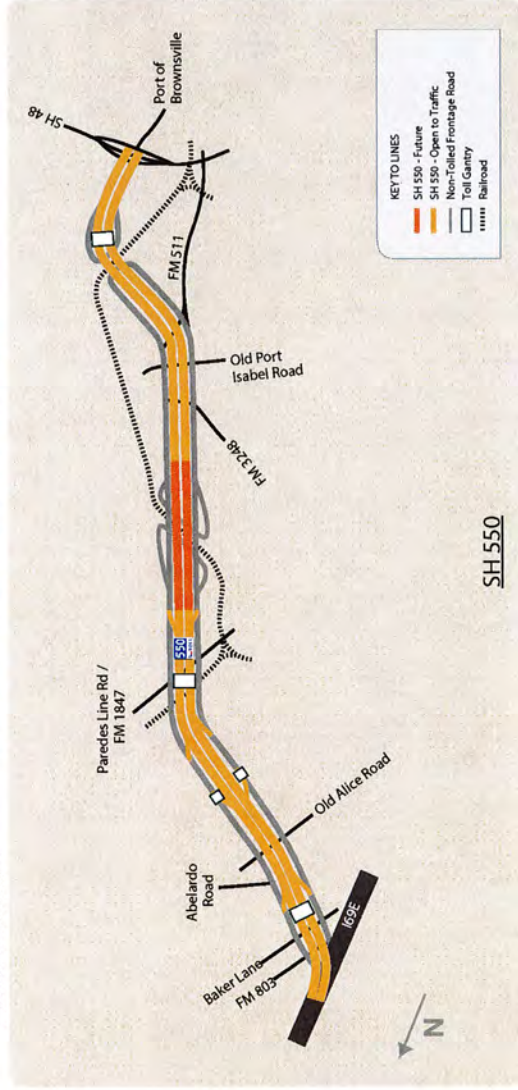


Recent Activity:

- 100% PS&E Submitted to TxDOT November 27, 2019
- Environmental Cultural Resource Documents Submitted to TxDOT
- CBP/GSA Approval Received
- AFA Amendment Fully Executed
- Pending – TxDOT Final Approval for Project Letting



SH 550 GAP 2 Project CSJ: 0684-01-068



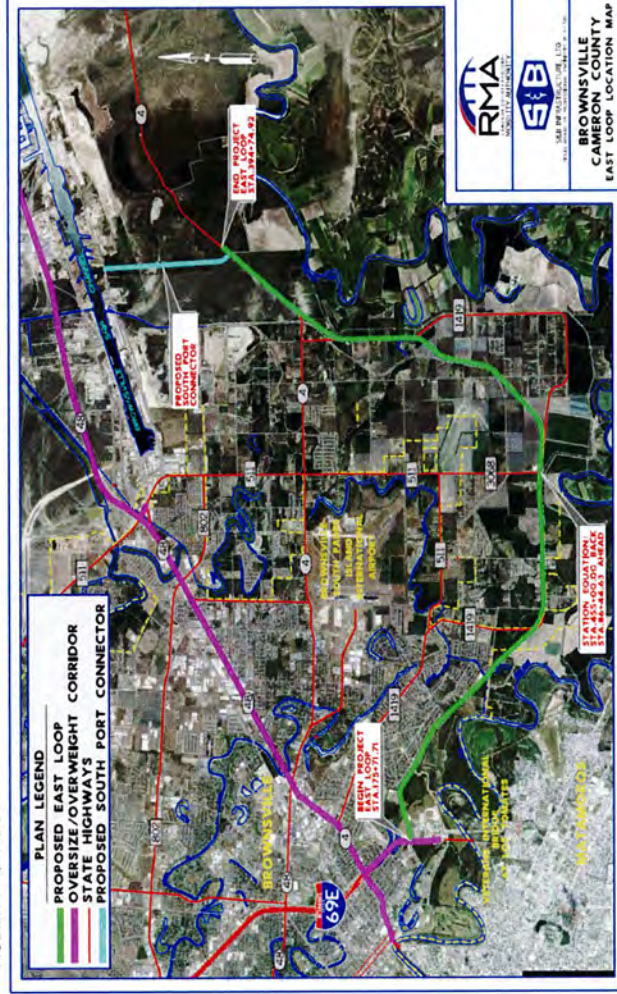
Recent Activity:

- Fully Executed AFA received from TxDOT on 11/13/2019
- ROW / Utilities in place / adjusted.
- Consultant Negotiations Underway for PS&E Update
- Anticipated Ready to Let in FY 2020



East Loop

CSJ: 0921-06-315



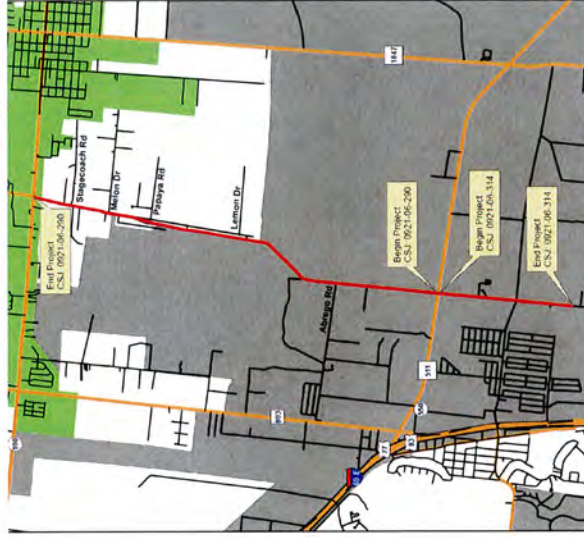
1	Environmental	- 75% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	- in process
4	Design	- pending
5	Funding	- partially funded

Recent Activity:

- Fully Executed AFA received from TxDOT on 12/06/2019
- Kickoff and Design Concept Conference Scheduled for December 2019
- USFWS Land Swap Agreement in Final Stage of Approval
- Environmental Documents are 75% complete
- Fully Funded for Construction in DRAFT 2021 UTP as an On-System Project

IMPROVING MORE THAN JUST ROADS

Old Alice Rd CSJ: 0921-06-290



1	Environmental	- 85% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	✓
4	Design	- pending
5	Funding	✓

Recent Activity:

- Preliminary Engineering Underway with 100% Local Funds
- Consultant Selected for Preliminary Engineering.
- TxDOT Project Kickoff meeting held on December 2, 2019.
- Fully Funded for Construction
- Currently funded in FY 2028
- Anticipated Ready to Let in FY 2020



FM 509 CSJ: 0921-06-254



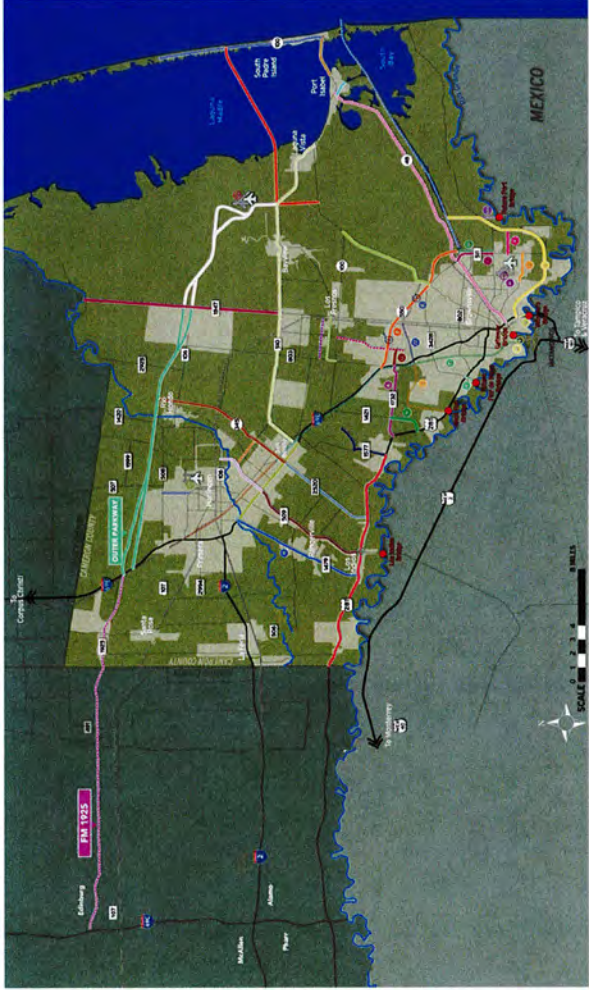
1	Environmental	- Underway
2	Preliminary Engineering	- Underway
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

Recent Activity:

- DBE Goal Received from TxDOT
- Request for Categorical Exclusion Sent to TxDOT
- TxDOT is developing On-System Minute Order
- TxDOT is requesting additional UTP Funding and developing Construction AFA
- Consultant Selection for Preliminary Engineering Underway



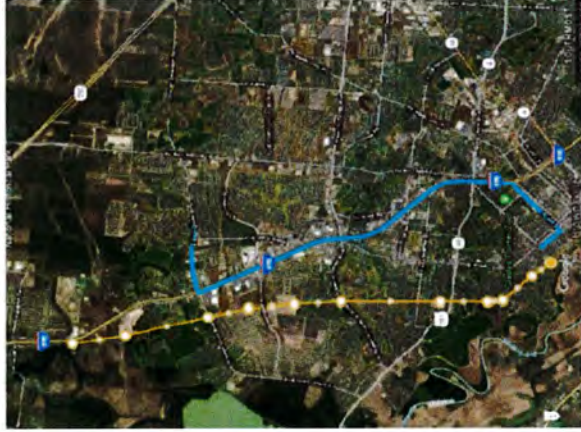
I-69 Connector (FM 1925 Extension)



1	Environmental	- TxDOT Lead
2	Preliminary Engineering	- TxDOT Lead
3	ROW & Utilities:	- TxDOT Lead
4	Design	- TxDOT Lead
5	Funding	- TxDOT Lead

Recent Activity:

- TxDOT is developing preliminary Alternatives for the I69 Connector (I69-C to I69W)
- TxDOT Fully Funded the I-69 Connector in the 2021 DRAFT UTP (\$220M)
- CCRMA is engaged with TxDOT and its consultants to develop potential alignment alternatives through the NEPA process



1	Environmental	- Underway
2	Preliminary Engineering	- Underway
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

Recent Activity:

- Preliminary Engineering is being completed with 100% Local Funds
- Construction Funding Trail Portion in MTP
- Consultant Selection Underway
- Environmental Documents Under Development In-House (CCRMA)
- TxDOT AFA is under development and anticipated January 2020



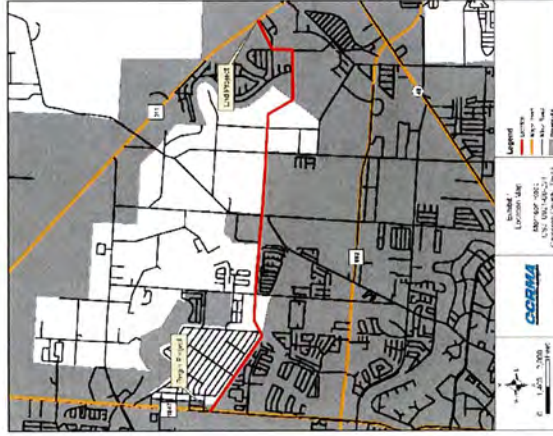
Whipple Road CSJ: 0921-06-292



1	Environmental	- Underway
2	Preliminary Engineering	- Underway
3	ROW & Utilities:	✓
4	Design	- pending
5	Funding	✓

Recent Activity:

- PE AFA Fully Executed
- Construction Funds in UTP – updated AFA in process
- Consultant Selection Underway
- Construction AFA is anticipated from TxDOT February 2020



1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

Recent Activity:

- AFA Amendment #1 Fully Executed November 2019
- Construction Funding in Planning Documents – MTP
- Consultant Selection for Preliminary Engineering Underway
- Preliminary Coordination with City and Drainage / District Underway



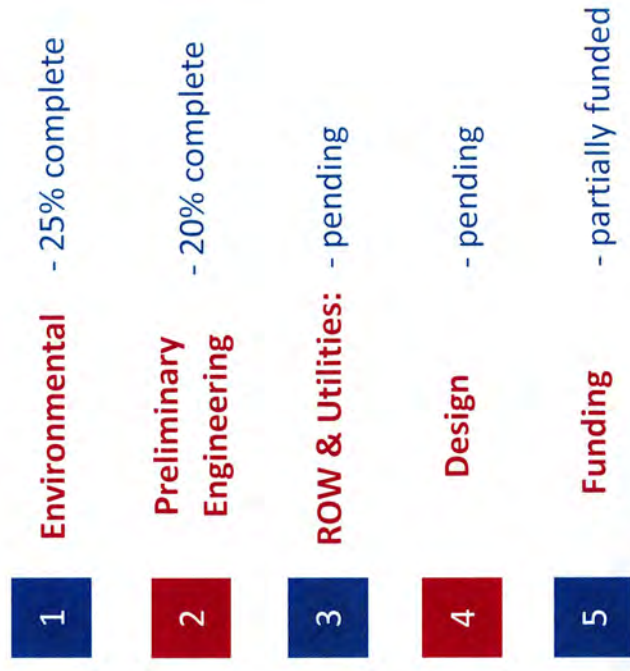
Indiana Avenue
CSJ: 0921-06-305



1	Environmental	- pending
2	Preliminary Engineering	- pending
3	ROW & Utilities:	- pending
4	Design	- pending
5	Funding	✓

Project Needs:

- Brownsville Airport Coordination
- Construction Funding in MTP
- Consultant Selection
- Complete Environmental Document



- TxDOT is developing preliminary Alternatives for the I69 Connector (I69-C to I69W)
- TxDOT Fully Funded the I-69 Connector in the 2021 DRAFT UTP (\$220M)
- CCRMA is currently coordinating with TxDOT to extend the study limits east from I69E to FM 106 to provide connectivity to the Laguna Madre Area



South Padre Island 2nd Access CSJ: 0921-06-163



1	Environmental	- 75% complete
2	Preliminary Engineering	- 75% complete
3	ROW & Utilities:	- 30% complete
4	Design	- pending
5	Funding	- pending

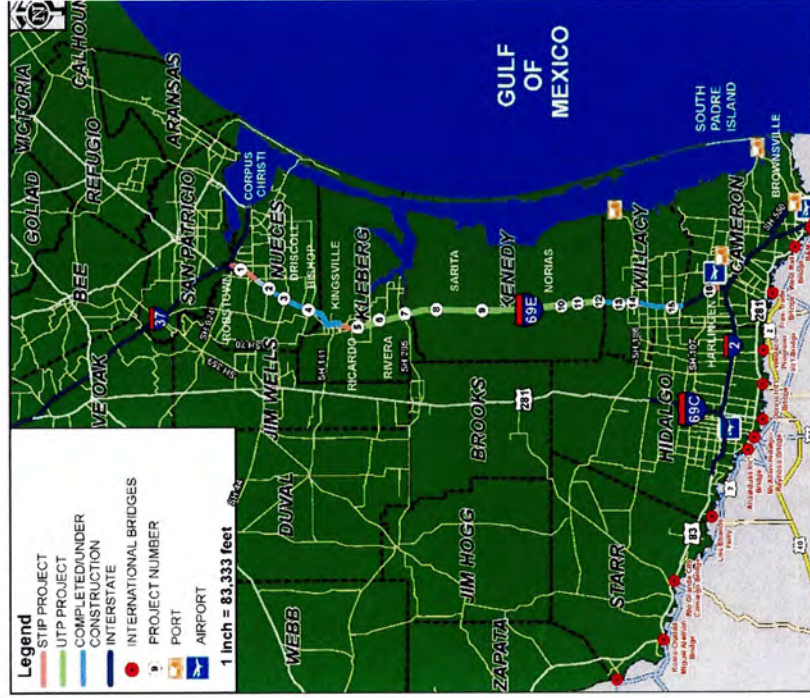
Recent Activity:

- TxDOT has committed to reviewing Preliminary Engineering Documents in 2020
- CCRMA is developing alternate financing plans.



U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2020 UTP



PROJECT #	TxDOT CSI	DESCRIPTION	CONSTRUCTION COST (INTERIM)
1	0074-06-241	IH 37 From REDBIRD LN. (OVERPASS) to Nueces River. Widen Freeway By Constructing Additional 2 Travel Lanes Nb & 1 Additional Travel Lane Sb	\$ 60,000,000
2	0102-02-101	South of County Road 28 (Control Break) to North of FM 2826	\$ 13,000,000
3	0102-03-083	County Road 16 to South of County Road 28 Driscoll Relief Route	\$ 86,158,273
4	0102-03-082	FM 3354 to County Road 16	\$ 23,240,669
5	0102-04-099	County Road 2130 to FM 1356 in Kingsville	\$ 45,000,000
6	0102-04-097	County Road 2130 to 1.5 miles north of SH 285	\$ 95,000,000
7	0327-09-002	1.5 miles north of SH 285 to Kenedy/Kleberg County Line Riviera Relief Route	\$ 120,000,000
8	0327-02-056	8 miles South of La Parra Ave. to Kenedy/Kleberg County Line Riviera Relief Route	\$ 20,500,000
9	0327-03-048	9.6 miles North of Norias Rd. to 8 Miles South of La Parra Ave.	\$ 22,225,000
10	0327-04-037	9.6 MILES NORTH OF NORIAS RD to NORIAS RD.	\$ 47,792,728
11	0327-05-041	NORIAS RD to 1.34 MI N OF WILLACY/KENEDY C.L.	\$ 76,159,272
12	0327-05-042	Willacy/Kenedy County Line to 1.34 miles North of Willacy/Kenedy County Line	\$ 7,192,983
13	0327-10-062	0.93 miles South of Willacy/Kenedy County Line to Willacy/Kenedy County Line	\$ 8,216,284
14	0327-10-057	BUS 77 to 0.93 miles South of Willacy/Kenedy County Line	\$ 22,671,108
15	0327-10-063	SPUR 413 to Cameron/Willacy County Line	\$ 4,380,000
16	0039-07-049	Industrial Blvd to LP499 - NB & SB RAMP REVERSAL	\$ 2,758,554.00
Subtotals			\$ 654,294,871

IMPROVING MORE THAN JUST ROADS



CCRMA Transportation Technology Projects

CCRMA has developed technology to connect the current transportation systems, such as Toll Roads, Toll Bridges, and Parking Systems in order to create transportation efficiencies

- Goals to improve and increase trade efficiencies
- Use technology to connect systems and create a more seamless travel for Commercial and Passenger Traffic
- Develop useful data analytics for travelers of the Rio Grande Valley

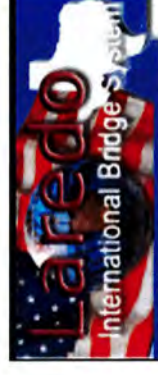


CCRMA Transportation Technology Projects

Current Projects in Development/Planning Phase

Cameron County Bridges	Cameron County Parks	Port of Brownsville
<ul style="list-style-type: none">• 12 ETC Lanes• Integrate with CCRMA Tag• Create mobile payment applications	<ul style="list-style-type: none">• 10 ETC Lanes• Integrate with CCRMA Tag• Create mobile payment solutions	<ul style="list-style-type: none">• 6 ETC Lanes• Integrate annual and daily passes with CCRMA Tag• Enhance security features of Port Entry

CCRMA Interoperability Discussions



CAMS Saltillo - Monterrey

4-A ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement December 9, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	Dec 2019	4,060.00	Admin offices rent for December	Indirect	Y	Local	Ope
American Express	AMEX Nov 2019	1,278.86	AMEX monthly purchases for	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	Culligan Nov 2019	34.92	Drinking Water Utilities	Indirect	Y	Local	Ope
ROL Consulting LLC	103	8,357.46	Consulting Services	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1954875	112.50	Document Shredding	Indirect	Y	Local	Ope
MPC Studios, Inc	28349	125.00	Website hosting for Dec 2019	Indirect	Y	Local	Ope
Pathfinder Public Affairs,	23	12,000.00	Nov 2019 Consulting Services	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	PSJ 12.2.19	311.05	Executive Director travel reimb for I69 Meeting	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	PSJ Nov 2019	364.82	Executive Director Travel Reimb for Nov 2019	Indirect	Y	Local	Ope
Toshiba America Business Solutions, Inc	1941182	12.50	Toner for Admin printer	Indirect	Y	Local	Ope
ZIEGNER TECHNOLOGIES	103526	402.00	Hosting Services for Dec 2019	Indirect	Y	Local	Ope
		<u>27,059.11</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2019	1,789.00	AMEX monthly purchases for	Indirect	Y	Local	Tolls
Angel Timoteo Perez	12032019	175.00	SD 550 Detail Road Closure	Indirect	Y	Local	Tolls
Culligan of the Rio Grande	Culligan Nov 2019	45.00	Drinking Water Utilities	Indirect	Y	Local	Tolls
Daniel Huerta	12032019	175.00	SD 550 Toll Detial Road Closure	Indirect	Y	Local	Tolls
Law Enforcement Systems	DS00000004668	433.68	DMV Record	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCOS1911	1,288.56	Toll Operations Support Nov	Indirect	Y	Local	Tolls
Business Radio Licensing	BRL 11.27.19	95.00	Business Radio Licensing for	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions	1546392-20191031	103.81	Pre Court Program	Indirect	Y	Local	Tolls
Matus Contractor Company	147	4,000.00	Cut grass, garbage collection Section 3 FM 550 to Hwy 77	Indirect	Y	Local	Tolls
Matus Contractor Company	148	2,800.00	Maintenance Gap I Connector & DC I & II	Indirect	Y	Local	Tolls
Megashine Cleaning LLC	1437	1,190.00	Janitorial services	Indirect	Y	Local	Tolls
Public Utilities Board	PUB Nov 2019-600	223.42	SH550 DC Energy Utilities Nov	Direct	Y	Local	Tolls
Tecsidel SA	919	2,500.00	Toll Collection System for Pharr	Pharr-	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5092428	31.96	Freight for Toshiba toner for Tolls	Indirect	Y	Local	Tolls
Verizon Wireless	9842797638	93.32	Commercial cellphone services	Indirect	Y	Local	Tolls
Zellmer McConnell Advertising	1398	11,750.00	Web development, Cameron County Bridge System	Indirect	Y	Local	Tolls
		<u>26,693.75</u>					
	Operations	\$ 27,059.11					
	Tolls	26,693.75					
	Total Transfer	<u>\$ 53,752.86</u>					



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement December 2, 2019

100-Operations

Vendor Name	Invoice Number	Invoice/Credit		PROJ	Transfer	Fundin	Bank
		Cash Required	Description	Title	Funds	g	Account
Aflac	201609	\$ 353.73	Aflac Supplemental	Indirect	Y	Local	Ope
Gexa Energy, LP	29166267	241.11	Utilities Ste 3 & 4	Indirect	Y	Local	Ope
Gexa Energy, LP	29166751-4	58.96	Utilities Ste 6 and Tolls	Indirect	Y	Local	Ope
Gexa Energy, LP	29167181	226.38	Utilities Ste 5 and 7	Indirect	Y	Local	Ope
TML Health Benefits	1211912A	6,737.84	Health Insurance Premium	Indirect	Y	Local	Ope
Total Operations		7,618.02					

525 Tolls

Vendor Name	Invoice Number	Invoice/Credit		PROJ	Transfer	Fundin	Bank
		Cash Required	Description	Title	Funds	g	Account
Robert Slaid	RS 11.27.19	\$ 22.97	Travel Mail Drop off	Indirect	Y	Local	Tolls
Eduardo J. Trevino	EJT 11.27.19	22.97	Travel mail drop off	Indirect	Y	Local	Tolls
Gexa Energy, LP	29166751-4	360.47	Utilities Ste 6 and Tolls	Indirect	Y	Local	Tolls
Gexa Energy, LP	29189783	518.77	Utilities SH550	Direct	Y	Local	Tolls
Gexa Energy, LP	29190560	185.70	Utilities SH550 DC	Direct	Y	Local	Tolls
Prisciliano Delgado	10705	200.00	Lawn Service 11.30.19	Indirect	Y	Local	Tolls
Ruben Ibanez	RI 11.22.19	295.92	Travel and miscellaneous	Indirect	Y	Local	Tolls
TML Health Benefits	1211912A	5,976.50	Health Insurance Premium	Indirect	Y	Local	Tolls
Total Tolls		7,583.30					

Operations	\$ 7,618.02
Tolls	7,583.30
Transfer	\$ 15,201.32



**CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY Claims for Acknowledgement November 27, 2019**

100-Operations

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Cash Required</u>	<u>Invoice/Credit Description</u>	<u>PROJ Title</u>	<u>Transfer Funds</u>	<u>Funding Source</u>	<u>Bank Account</u>
C. Frank Wood, PC IOLTA	Earnest Money	\$ 5,000.00	East Loop - USFWS Land Swap Earnest Money	SH 32 (East Loop)	Y	Local	Ope
Total Operations		<u>5,000.00</u>					
Operations		<u>\$ 5,000.00</u>					
Total Transfer		<u>\$ 5,000.00</u>					



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 22, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Oct 2019	\$ 24.02	Amazon Office Supplies Purchases for Oct 2019	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Oct'19 Ste 3	35.68	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	vmud Oct'19 Ste 4	34.92	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	vmuD Oct'19 Ste 5	34.55	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	vmuD Oct'19 Ste 6	35.31	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Ope
Valley Municipal Utility District	vmUD Oct'19 Ste 7	36.81	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Ope
Total Operations		\$ 201.29					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor	142	\$ 6,000.00	SH550 landscaping	Indirect	Y	Local	Tolls
Public Utilities	Oct 2019 - 588837	220.41	SH550 Port Spur Utilities	Port	Y	Local	Tolls
US Post Master	USPS 11.16.19	15,000.00	Mail Department Postage	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Oct'19 Tolls	47.37	Water Utilities for Admin Offices and Tolls	Indirect	Y	Local	Tolls
Zellmer McConnell Advertising	1401	5,500.00	Logo Design based on speed and compass idea	Indirect	Y	Local	Tolls
Total Tolls		\$ 26,767.78					

Operations	\$ 201.29
Tolls	26,767.78
Total Transfer	\$ 26,969.07



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 19, 2019

100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Af	21-B	8,000.00	Cameron County Sep Consulting Services	Indirect	Y	Local	Ope
ZIEGNER	103520	<u>402.00</u>	Hosting Services for Nov	Indirect	Y	Local	Ope
Total		<u>8,402.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian	AR 11.8.19	885.04	CFO Travel Reimbursement for	Indirect	Y	Local	Tolls
Angel T Perez	11132019	140.00	SD Angel Perez Road	Indirect	Y	Local	Tolls
Daniel Huerta	11132019 DH	140.00	SD Road Closure of	Indirect	Y	Local	Tolls
Megashine Cleaning	1427	1,190.00	Janitorial Services	Indirect	Y	Local	Tolls
Ruben Ibanez	RI 11.7.19	234.48	Toll Syst. and Maint	Indirect	Y	Local	Tolls
			Support travel reimb for Nov 7				
Time Warner Cable	012185811091	1,870.55	Internet and Phone Services	Indirect	Y	Local	Tolls
US Post Master	USPS Int'l Star	5,500.00	USPS International Stamp	Indirect	Y	Local	Tolls
Xerox Corporation	1835788	<u>1,000.77</u>	Rent of Mail Dep Printer	Indirect	Y	Local	Tolls
Total Tolls		<u>10,960.84</u>					

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims for Acknowledgement November 8, 2019



100-Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	Oct 2019	\$ 70.90	Water Services	Indirect	Y	Local	Ope
ROL Consulting LLC	102	7,800.00	Consulting Services from Sep	Indirect	Y	Local	Ope
GeoSearch LLC	19-13177	448.80	FM509 radius report and historical aerial photo	FM 509	Y	Local	Ope
Lone Star Shredding Document Storage	1954125	97.50	Document Shredding Services	Indirect	Y	Local	Ope
Pathfinder Public	22	12,000.00	October Consulting Services	Indirect	Y	Local	Ope
Superior Alarms	697839	75.00	Alarm services	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	156-1	1,578.48	Legal Services for the month of Oct. 2019	Indirect	Y	Local	Ope
Toshiba Financial	34255762-1	311.23	Admin Copier Nov 2019	Indirect	Y	Local	Ope
Verizon Wireless	9840744935-1	89.63	Hotspot and Commerical Phone Services	Indirect	Y	Local	Ope
Total Operations		22,471.54					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Adrian Rincones	AR 11.7.19	\$ 342.63	CFO Travel Bridge and SPI	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	Oct 2019	57.95	Water Services	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	DS0000004417	561.60	DMV Record October 2019	Indirect	Y	Local	Tolls
Cristhian Cuevas-Wilt	CCW	25.06	CSR Travel Mail Drop Off	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCOS1910	2,393.04	Toll Operations Support Oct	Indirect	Y	Local	Tolls
Fagan Consulting LLC	PBT1812	8,736.00	Pharr Bridge Toll System Operatin Support	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
E.A. Stone dba Gulf Data Products	10.30.19	3,100.00	Tolls Dep. Envelopes	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM 10.23.19	270.00	Collections pmt for customer Teresa Salazar	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM 10.28.19	25.02	Collections Payment for Cutomer Payments 10.28.19	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	156-1	2,368.00	Legal Services for the month of Oct. 2019	Indirect	Y	Local	Tolls
Xerox	722688454-1	289.53	Tolls Printer	Indirect	Y	Local	Tolls
Zellmer McConnell	1400-1	1,051.99	Photo Shoot and	Indirect	Y	Local	Tolls
Total Tolls		\$ 19,220.82					
Operations	S	22,471.54					
Tolls		19,220.82					
Total Transfer	S	41,692.36					

4-B APPROVAL OF CLAIMS



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims December 12, 2019

100-Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Lucania Construction LLC	1034	\$ 45,794.95	CCIB Rehab and Maintenance Los Indios	CC - Bridge Maintenance Projects	Y	Local	Ope
Lucania Construction LLC	1038	68,625.75	CCIB Rehab and Maintenance Los Indios	CC - Bridge Maintenance Projects	Y	Local	Ope
A-to-Be USA LLC	20317	70,929.05	Work Authorization #2 - Milestone 1 - Cameron County Parks Fee System	CC- Parks System	Y	Local	Ope
A-to-Be USA LLC	20318	66,583.19	Work Authorization #1 - Milestone 1 - Cameron County International Bridge System	CC- International Bridge System	Y	Local	Ope
A-to-Be USA LLC	20319	34,582.00	Work Authorization# 1 - P&P Bonds- Cameron County International Bridge System	CC- International Bridge System	Y	Local	Ope
A-to-Be USA LLC	20320	37,588.00	Work Authorization#2 P&P Bonds - Cameron County Parks Fee System	CC- Parks System	Y	Local	Ope
Total Interlocal Agreement		<u>\$ 324,102.94</u>					

525 Tolls - Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	019051	\$ 6,150.00	Toll Plus September 2019	Indirect	Y	Local	Tolls
TollPlus LLC	019055	6,150.00	Toll Plus October 2019	Indirect	Y	Local	Tolls
Total Tolls Interlocal Agreement		<u>\$ 12,300.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	019051	\$ 14,951.87	Toll Plus September 2019	Indirect	Y	Local	Tolls
TollPlus LLC	019055	14,951.87	Toll Plus October 2019	Indirect	Y	Local	Tolls
Total Tolls		<u>\$ 29,903.74</u>					

**4-C CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
PATHFINDERS PUBLIC AFFAIRS.**



AGREEMENT FOR CONSULTING SERVICES

Pathfinder Public Affairs (Consultant) will provide legislative representation to Cameron County Regional Mobility Authority (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client. In addition, the Consultant will utilize its significant experience and knowledge in governmental affairs and securing funding for projects for economic development, especially for projects in the Rio Grande Valley, to strengthen the Client's partnership with the Texas Department of Transportation and other governmental agencies, especially in regard to collaboration and funding for the Client's transportation projects.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of January 1, 2020. This Agreement will terminate on December 31, 2020, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party.

SCOPE OF SERVICES

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultant proposes to provide the following services:

- Confer, advise and participate in the passage, amendment or defeat of legislation, secure appropriations, during any regular or Special Session of the Legislature, advise on strategy that should be followed to shape legislation and studies during the interim;
- Review, analyze, advise and shape proposed legislation that may affect the Client;
- Advise on and participate in the preparation of testimony for submission before legislative

committees, including during interim hearings;

- Maintain a continuing relationship with the members and key officers and employees of the House and Senate;
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the Client;
- Generally, use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client;
- Meet with the Client representatives as needed;
- Attend all relevant legislative hearings when the Client's interests are directly affected;
- Provide written reports to the Client on a monthly basis with the invoice;
- Assist the CCRMA in obtaining funding from the Texas Department of Transportation for any on-going CCRMA projects, specifically SPI 2nd Access, Outer Parkway, U.S. 77, East Loop as well as CBI or MPO funded projects; and
- "CCRMA projects" shall also include any other projects for which the Client requests consulting services from the Consultant or for projects for which the Consultant provides services to Cameron County, Texas (the "County") as described in this Agreement.
- Assist the CCRMA with any issues with any state agencies.

The product of all work performed under this Agreement, including reports, and other related materials shall be the property of the Client, and the Client shall have the sole right to use, sell, license, publish, or otherwise disseminate or transfer rights in such work product. In addition, original documents and reports developed under this Agreement shall belong to and become the property of the Client.

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$12,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receives the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms, if necessary, during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated to perform under this Agreement during such renegotiation.

Consultant will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office or any referendum issue. Neither Consultant nor any third party acting on behalf of Consultant will have or will hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultant represents and warrants that it is free to enter into and to fully perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder. In no instance shall Consultant take a position adverse to Client's interests in the matters in which Consultant represents Client. Consultant shall do everything in its power to promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to that commitment.

THE CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE CLIENT, AND THE CLIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, OR SUITS, INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, EXCEPT FOR INJURIES CAUSED BY THE NEGLIGENCE OF THE CLIENT. IN THE EVENT OF LIABILITY FOR DAMAGES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF THE CONSULTANT AND THE CLIENT, THEN THE CONSULTANT'S LIABILITY HEREUNDER SHALL BE ONLY TO THE EXTENT OF THE CONSULTANT'S NEGLIGENCE.

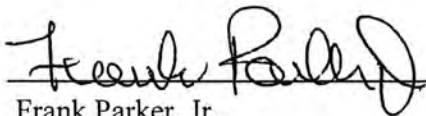
Consultant will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

This Agreement will be governed by the laws of the State of Texas, and venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

The Client may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the Consultant. If this Agreement is terminated by the Client as provided herein, the Consultant shall be paid for the work completed as of the date of termination.

Agreed: 
Rene Ramirez

Dated: 12/13/19

Agreed: 
Frank Parker, Jr.
Chairman

Dated: 12-12-19

**4-D CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY REGARDING THE EAST LOOP
PROJECT.**

STATE OF TEXAS)(
)(
 CAMERON COUNTY)(



INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "COUNTY", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, the CCRMA, and the County, are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

WHEREAS, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

WHEREAS, this Agreement will increase the efficiency and effectiveness of the CCRMA, the County, as contemplated by TEX. GOV'T CODE § 791.001; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the County and the CCRMA hereby find that the services pursuant to this Interlocal Agreement are reasonably required and that this Interlocal Agreement includes an agreement between the CCRMA and the County pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable;

NOW, THEREFORE, the County and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to begin acquiring right of way needed for the Project including but not limited to a land swap with the U.S. Fish and Wildlife Service, conduct aerial photography, prepare right of way mapping and conduct subsurface utility engineering.
2. **PROJECT TO BE COMPLETED:** To begin right of way acquisition on the East Loop Project, including right of way mapping, aerial photography and subsurface utility engineering.
3. **CCRMA HEREBY AGREES:**
 - a. To coordinate with the Texas Department of Transportation (TxDOT) on the necessary environmental document as well as design and engineering and coordination with any state and

A CERTIFIED COPY
SYLVIA GARZA-PEREZ, County Clerk
Cameron County, Texas
 Page 4 of 5

federal agencies on any issues arising during the environmental phase, design and engineering and right of way acquisition phase.

- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT and RGVMPO for funding needed for the Construction phase.

4. COUNTY HEREBY AGREES:

- a. To provide funding in the amount of \$1,200,000.
- 5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
- 6. Any payment made by either party will be made from current revenues of the paying party. The funds for the above mentioned work will be provided by Cameron County bond proceeds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the East Loop Project.
- 7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and CCRMA. The Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed or a 30 day termination notice is given by either the COUNTY or the CCRMA.
- 8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
- 9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this 10th day of December, 2019.

Attested by:

Sylvia Garza-Perez
County Clerk

Arturo A. Nelson
Secretary



Eddie Trevino, Jr.
County Judge

Frank Parker, Jr.
CCRMA Chairman



A CERTIFIED COPY
SYLVIA GARZA-PEREZ, County Clerk
Cameron County, Texas
Page 5 of 5

State of Texas
County of Cameron
I, SYLVIA GARZA-PEREZ, County Clerk of Cameron County, Texas, do hereby certify that the foregoing is a true and correct copy of the original now on file and/or recorded by me in the December 10, 2019-Regular Minutes Records.
By Sylvia Garza-Perez Date 01/23/2020
SYLVIA GARZA-PEREZ, County Clerk Deputy

**4-E CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CITY OF BROWNSVILLE FOR THE WEST BLVD.
PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT


THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as “CCRMA” and the City of Brownsville, hereinafter referred to as “CITY”, pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

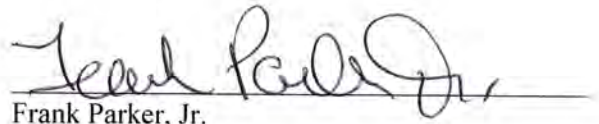
1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities to develop the West Rail Corridor Project to a Ready-to-Let Status for construction. This project has Category 7 funds for Preliminary Engineering at the Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the West Rail Corridor Project to a Ready-to-Let Status with TxDOT. Project Limits are from Palm Blvd north to Railroad Street (Hike and Bike Trail) and FM 802 /Ruben M. Torres Sr. Blvd. north to FM 3248 Alton Gloor (Roadway).
3. **CCRMA HEREBY AGREES TO:**
 - a. To utilize one of the CCRMA’s consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - c. To conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. To provide monthly progress reports of activities to the CITY.
 - e. To provide for consultations with the environmental agencies.
 - f. To Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. To locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.00 as further outlined in Exhibit A.
4. **CITY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$125,000.00 for preliminary engineering activities further outlined in Exhibit A.
 - b. To proportionally provide additional funding for the project in the event that TxDOT requires a local match for design, construction, engineering or construction for the project.

5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or CITY.
8. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

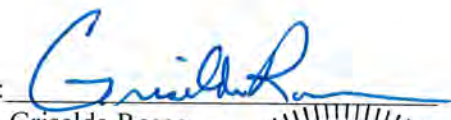
Executed on this 3rd day of December, 2019.


Attested by:


Arturo A. Nelson
CCRMA Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by:


Griselda Rosas
City Secretary


Juan "Trey" Mendez
Brownsville City Mayor

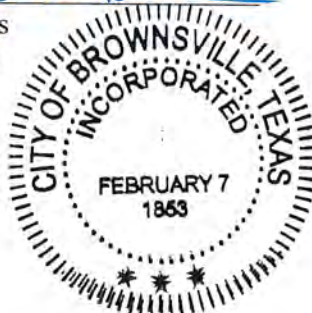


Exhibit A

1. Traffic Studies – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project development.
2. Environmental Document – To include document that complies with TxDOT and NEPA standards for the development of the Multi-Modal corridor of the West Blvd.
3. Cultural Resources Reports (Historical & Archeological) – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.
4. Preliminary Engineering:
 - a. Final Typical Section Development
 - b. Schematic Development – 30%, 60%, 90%, and 100% of Preliminary Engineering Schematic for Multi-Modal Corridor
 - c. Geometric Design – to be included within the Preliminary Engineering Schematic
 - d. Preliminary Hyrdological Studies
 - e. Preliminary ROW & Utility Mapping
 - f. Preliminary Geotechnical Studies
 - g. Preliminary Subsurface Utility Engineering Studies
 - h. Project Cost Estimates
5. Coordination
 - a. Meetings with Adjacent Property Owners
 - b. Public Meeting
 - c. Public Hearing
 - d. Meetings with Committee to develop conceptual alternatives

**4-F CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND CAMERON COUNTY FOR THE WEST BLVD.
PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT


THIS INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the City of Brownsville, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

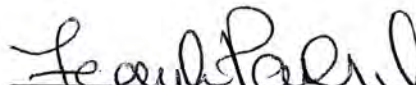
1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities to develop the West Rail Corridor Project to a Ready-to-Let Status for construction. This project has Category 7 funds for Preliminary Engineering at the Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. PROJECT TO BE COMPLETED: To advance the West Rail Corridor Project to a Ready-to-Let Status with TxDOT. Project Limits are from Palm Blvd north to Railroad Street (Hike and Bike Trail) and FM 802 /Ruben M. Torres Sr. Blvd. north to FM 3248 Alton Gloor (Roadway).
3. CCRMA HEREBY AGREES TO:
 - a. To utilize one of the CCRMA's consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - c. To conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. To provide monthly progress reports of activities to the CITY.
 - e. To provide for consultations with the environmental agencies.
 - f. To Coordinate with TxDOT and the Regional MPO for any additional funding needed for future Engineering and Construction phases.
 - g. To locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - h. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies totaling approximately \$250,000.00 as further outlined in Exhibit A.
4. CITY HEREBY AGREES TO:
 - a. To provide funding in the amount of \$125,000.00 for preliminary engineering activities further outlined in Exhibit A.
 - b. To proportionally provide additional funding for the project in the event that TxDOT requires a local match for design, construction, engineering or construction for the project.

5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or CITY.
8. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.


Executed on this 3rd day of December, 2019.

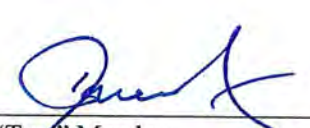
Attested by:


Arturo A. Nelson
CCRMA Secretary


Frank Parker, Jr.
CCRMA Chairman

Attested by:


Griselda Rosas
City Secretary


Juan "Trey" Mendez
Brownsville City Mayor





To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Ramiro Gonzalez, Director of Government and Community Affairs

Date: November 27, 2019

RE: Consideration and Action on Interlocal between COB and CCRMA for the Development of the West Rail Corridor.

Background

The City of Brownsville (COB) and Cameron County executed a Memorandum of Agreement in 2019 where costs of design and implementation would be shared. CCRMA is the project lead on the West Rail Corridor. This allocation would serve to expedite the Design and Environmental phase.

Agenda Item:

Approval of this Interlocal where the City would contribute \$125,000 towards the project

Staff Recommendation

Staff recommends approval

City of Brownsville, Texas

1001 E. Elizabeth St., P.O. Box 911, Brownsville, Texas 78522 Telephone: 956-548-6007 Fax: 956-546-4021 www.cob.us

Exhibit A

1. **Traffic Studies** – Traffic report to be developed according to TxDOT's, Transportation Planning & Programming standards, as well to comply with FHWA standards for road and project development.
2. **Environmental Document** – To include document that complies with TxDOT and NEPA standards for the development of the Multi-Modal corridor of the West Blvd.
3. **Cultural Resources Reports (Historical & Archeological)** – Reports required for the development of the Environmental Document to TxDOT and NEPA standards.
4. **Preliminary Engineering:**
 - a. Final Typical Section Development
 - b. Schematic Development – 30%, 60%, 90%, and 100% of Preliminary Engineering Schematic for Multi-Modal Corridor
 - c. Geometric Design – to be included within the Preliminary Engineering Schematic
 - d. Preliminary Hyrdological Studies
 - e. Preliminary ROW & Utility Mapping
 - f. Preliminary Geotechnical Studies
 - g. Preliminary Subsurface Utility Engineering Studies
 - h. Project Cost Estimates
5. **Coordination**
 - a. Meetings with Adjacent Property Owners
 - b. Public Meeting
 - c. Public Hearing
 - d. Meetings with Committee to develop conceptual alternatives

5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or CITY.
8. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF BROWNSVILLE CITY COMMISSION.

Executed on this _____ day of _____, 2019.

Attested by: _____

Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____

Griselda Rosas
City Secretary

Juan "Trey" Mendez
Brownsville City Mayor

"Approved as to Form and Legality

This 25 day of November

Title _____
Office of the Brownsville City Attorney"

**4-G DISCUSSION AND POSSIBLE ACTION REGARDING THE TEXAS
DEPARTMENT OF TRANSPORTATION CATEGORY 12 FUNDS.**

MEMORANDUM

TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PST*
Executive Director

DATE: December 12, 2019

RE: Item 4-G TxDOT Category 12 Funds

The CCRMA currently has Category 12 (Vehicle Registration Fees) Funds in the amount of approximately \$6.5 million for the SH 550 Gap 2 Project. The CAT 12 Funds are state funds and all state policies and procedures must be followed. Because of the state's toll policy, we are not able to use the funds for toll projects, thus, we cannot use them for the Gap 2 Project. We currently have the Gap 2 project funded with CAT 7 funds. This allows us to move the construction forward once design is complete. However, the CAT 7 Funds require a 20% local match. We would then request TxDOT that we be allowed to use the CAT 12 Funds to develop the West Blvd. Project. The funds would be used for construction. The CAT 12 Funds are 100% TxDOT and no local match would be required.

Staff recommends moving forward with requesting TxDOT that the CAT 12 Funds be reprogrammed to the West Blvd. Project.

**4-H 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 WEST BLVD. HIKE
AND BIKE PROJECT.**

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Project
Off-System**

THIS AGREEMENT (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 has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of a multimodal facility (Hike and Bike Trail) on West Boulevard, from Palm Boulevard to I-69E Southbound Frontage Road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	AFA Not Used For Research & Development	

funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated 12/12/2019, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). 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.

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:

For the Project covered by this Agreement, 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 scope of work for the Project consists of **preliminary engineering (schematic, environmental document, traffic studies, bicycle and pedestrian accommodations) and Plans, Specifications & Estimate (PS&E) for the construction of a multimodal facility (Hike and Bike Trail) on West Boulevard, from Palm Boulevard to I-69E Southbound Frontage Road as shown in Attachment B.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	AFA Not Used For Research & Development	

- 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 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. For projects with federal funds, 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. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	AFA Not Used For Research & Development	

- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When 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 additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. 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.
- J. 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.
- K. 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.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. 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 Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. 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.
- O. 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

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reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. 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.
- R. 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:

- 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 Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or amore thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. 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.

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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 commenced.

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.
- 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).

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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. 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. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for 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.

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- G. 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.

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:

Local Government:	State:
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 th 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

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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 and information 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 format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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 and 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

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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. 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

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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.

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

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- 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.).

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.
- 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

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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.

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

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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.

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.

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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.
- 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.

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:

 F1CD480FD88C4B6
 Signature

Kenneth Stewart

Typed or Printed Name

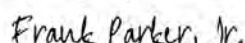
Director of Contract Services

Typed or Printed Title

12/19/2019

Date

THE LOCAL GOVERNMENT

DocuSigned by:

 2770AB3DD0334AB
 Signature

Frank Parker, Jr.

Typed or Printed Name

Chairman

Typed or Printed Title

12/18/2019

Date

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ATTACHMENT A RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 12TH DAY OF DECEMBER 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 WEST BLVD. HIKE & BIKE PROJECT "

WHEREAS: 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 the Hike & Bike Segment of the West Blvd. Project; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement for the West Blvd. Hike & Bike Project; and

WHEREAS: this Advance Funding Agreement will fund the Engineering for the Hike & Bike segment of the West Blvd. 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 said Advance Funding Agreement and any other documents needed.

Passed, Approved and Adopted on this 12th day of December, 2019.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY


FRANK PARKER, JR.
CHAIRMAN


MICHAEL F. SCAIFE
VICE CHAIRMAN


AL VILLARREAL
TREASURER

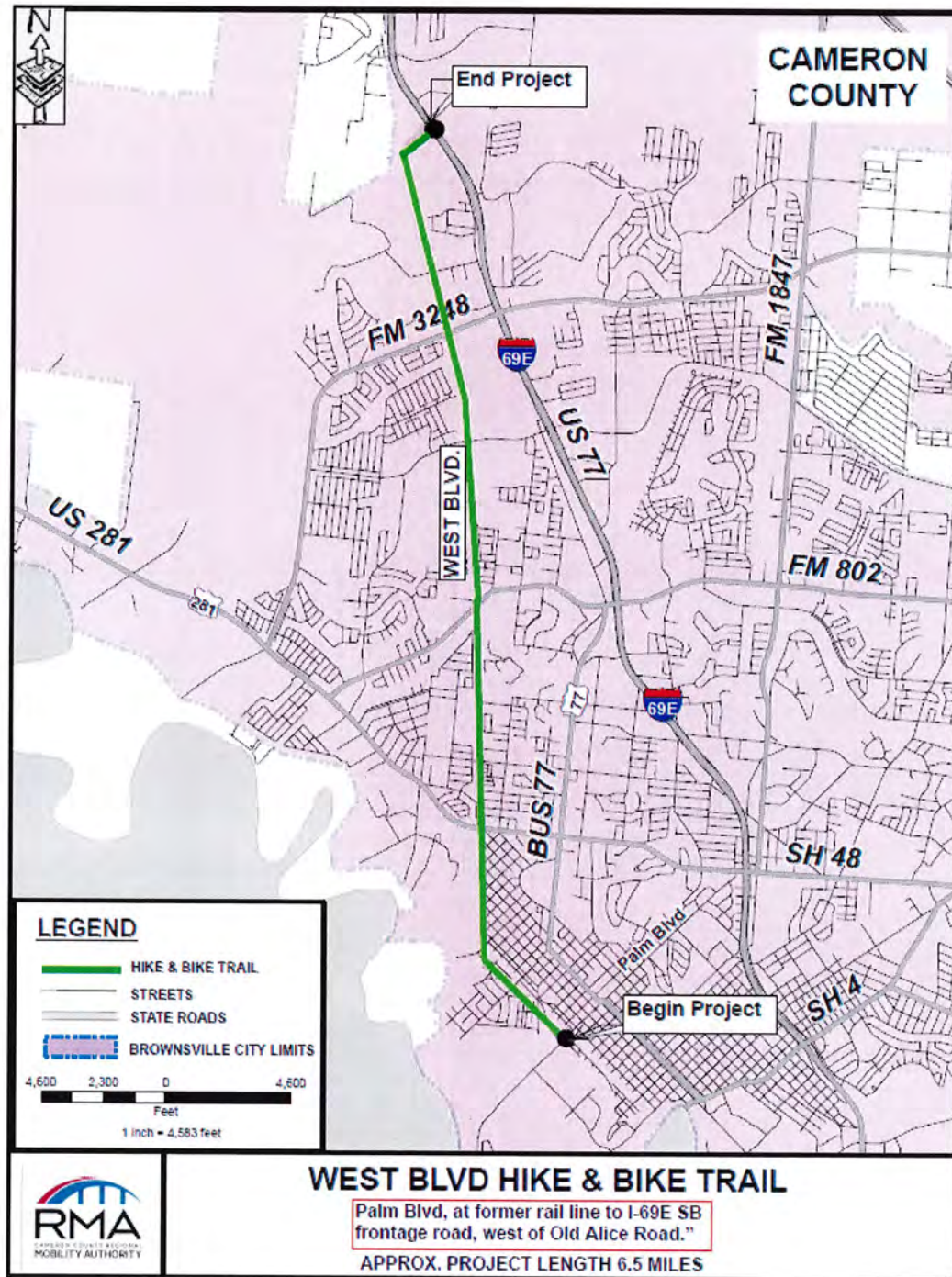
MARIA VILLEGAS, M.D.
DIRECTOR


ARTURO A. NELSON
SECRETARY


MARK ESPARZA
DIRECTOR


LEO R. GARZA
DIRECTOR

TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	AFA Not Used For Research & Development	



TxDOT:		Federal Highway Administration:	
CSJ #	0921-06-293	CFDA No.	20.205
District #	21 - Pharr	CFDA Title	Highway Planning and Construction
Code Chart 64 #	60338		
Project Name	West Boulevard On West Blvd, from Palm Blvd to I-69E SB Frontage Road	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

Preliminary Engineering and PS&E costs total of \$1,000,000 includes a combination of Category 7 (Surface Transportation Block Grant) federal funds and local funds. 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	\$1,000,000	80%	\$800,000	0%	\$0	20%	\$200,000
Subtotal	\$1,000,000		\$800,000		\$0		\$200,000
Environmental Direct State Costs	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Right of Way Direct State Costs	\$7,500	0%	\$0	0%	\$0	100%	\$7,500
Engineer. Direct State Costs	\$105,000	0%	\$0	0%	\$0	100%	\$105,000
Utility Direct State Costs	\$7,500	0%	\$0	0%	\$0	100%	\$7,500
Subtotal	\$150,000		\$0		\$0		\$150,000
Indirect State Costs	\$53,300	0%	\$0	100%	\$53,300	0%	\$0
TOTAL	\$1,203,300		\$800,000		\$53,300		\$350,000

Initial payment by the Local Government to the State: **\$150,000**
Payment by the Local Government to the State before construction: **\$ 0**
Estimated total payment by the Local Government to the State: **\$150,000**

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



December 20, 2019

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

RE: Advance Funding Agreement (AFA)
West Boulevard, from Palm Blvd to I-69E SB Frontage Rd.
CSJ: 0921-06-293

Dear Mr. Parker:

Enclosed is a fully executed original of the Advance Funding Agreement (AFA) between the State of Texas and Cameron County Regional Mobility Authority (CCRMA) for the preliminary engineering (PE) (schematic and environmental document, traffic studies, bicycle and pedestrian accommodations) and Plans, Specifications & Estimate (PS&E) for West Boulevard.

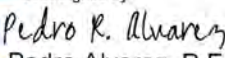
Since CCRMA will be responsible for managing and/or performing work under this contract for which reimbursement will be provided by or through the State, CCRMA must complete training before any work begins. Training is considered complete when at least one individual who is working actively and directly 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, in managing and/or performing the work 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.

As shown on "Attachment C, Project Budget," of the agreement, CCRMA's estimated share of Direct State Costs for PE is \$150,000.00 and is now due and payable by January 7, 2020. Please submit a check, in the amount of \$150,000.00 made payable to the "Texas Department of Transportation Trust Fund" to cover these costs to the attention of Ms. Melba Schaus, our District Planning Engineer, at the above address. This amount needs to be paid up front prior to performance of any work by the State.

Mr. Beethoven Garcia, 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)702-6249 or via email at Beethoven.Garcia@txdot.gov. Please have CCRMA's staff work directly with Mr. Garcia on all matters regarding this project and provide him with the required training certificate before you begin any work.

Please contact Ms. Melba Schaus, P.E., at 702-6100 if you have any questions regarding this submission.

Sincerely,
DocuSigned by:


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
Beethoven Garcia, P.E., Project Manager

4-I CONSIDERATION AND APPROVAL OF RFP FOR BANK DEPOSITORY SERVICES.



**REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES**

<u>Solicitation Schedule</u>	<u>Date</u>
Date of Solicitation	December 16, 2019
Deadline for Questions	January 6, 2020
Responses to Questions Posted Deadline	January 8, 2020
Proposal Submittal Deadline	January 21, 2020
Notification of Ranking	January 28, 2020
Award of Proposal and Contract	February 13, 2020

RFP Solicitation Date: December 16, 2019

Due: 4:00 P.M., Central Time., January 21, 2020
RFP Bank Depository Services
Cameron County Regional Mobility Authority
Jesus Adrian Rincones, CPA
Chief Financial Officer
3461 Carmen Avenue
Rancho Viejo, Texas 78575

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

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EXHIBIT

- A CCRMA INVESTMENT POLICY
- B CCRMA DEPOSITORY PRICING SHEET
- C CCRMA DEPOSITORY CONTRACT (DRAFT)

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

1.0 INTRODUCTION

The Cameron County Regional Mobility Authority (the “CCRMA”), a regional mobility authority and political subdivision of the State of Texas governed by the provisions of Texas Transportation Code, Chapter 370 (the “RMA Act”), invites banking institutions to submit proposals to provide depository and various banking services to the CCRMA according to the requirements of this Request for Proposals for Depository Services (the “RFP”). Through this contract the CCRMA intends to minimize banking costs, improve operational efficiency, and maximize investment capabilities. The initial contract period is estimated to begin February 1, 2020 and end February 1, 2023.

All RFP documents will be available through the CCRMA website under the Depository Services RFP link found at www.ccrma.org/procurements

Overview

The CCRMA currently operates with the summarized depository transactions information listed, but not limited to the following:

- A total of six accounts, five operating accounts and one account used for payables
- On average 25-50 deposits on a monthly basis
- On average 50-150 checks are issued on a monthly basis
- Withdrawals include Wires, ACH Payments, Debit Card and Checks
- Deposits include Cash, Checks, ACH, and Wire Transfers
- Average of 1,800-2,000 checks deposited for Toll Payments on a monthly basis
- Average of 45 ACH deposits from Merchant Services from Toll Payments on a monthly basis
- Balances range between \$3,000,000 to \$7,000,000 as a sum of all accounts
- Daily deposits are currently made through Deposit Express feature

2.0 SCOPE OF SERVICES

Local Presence Required

To assure a close working relationship, the proposer must have a local presence within Cameron County with bank officers capable of servicing the CCRMA’s day to day depository.

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

Pledged Collateral for Deposits

As security for the deposits of the CCRMA, the selected bank shall pledge securities equal to 102% of market value of principal and accrued interest on the deposits less any amount insured by the FDIC in order to adequately collateralize the funds of the CCRMA according to the Laws of the State of Texas and the CCRMA investment policy and shall continuously remain as such.

Securities pledged may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, Federal Home Loan Bank, or a third-party bank approved by the CCRMA. If the financial institution uses a Letter of Credit, then the Letter of Credit must be of the United States or its agencies and instrumentalities. **Further, upon selection of the depository, the CCRMA Board of Directors will set the required term for the Letter of Credit, which shall be acceptable to the CCRMA.**

Contract Term

Subject to the terms of the proposal for CCRMA Depository, the undersigned, a banking corporation, association or individual banker doing business in Texas, submits the following proposal for the privilege of acting as Bank Depository for the CCRMA, for the period of three (3) years beginning on February 1, 2020, with the possibility of two (2) one (1) year extensions to be exercised at CCRMA's option. See Exhibit C "CCRMA Depository Contract" for additional terms and conditions.

Interest Bearing Accounts

CCRMA will have interest bearing accounts for all funds deposited with the depository.

Investments Made Outside the Depository

CCRMA reserves the right to make external investments in accordance with the laws of the State of Texas and the CCRMA Investment Policy attached as Exhibit A 'CCRMA Investment Policy'.

Loan and Financing Options

CCRMA reserves the right to execute loans and other borrowing options with external entities to select the most favorable rates to CCRMA, subject to all banking laws and requirements.

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

3.0 CONTENT OF THE RESPONSE

Pledge of Security – how the financial institution will meet the collateral requirements.

Experience of Depository services – Provide a summary of the depository experience for local governments like the services requested by the CCRMA.

Fraud Protection – describe services and limits of liability that will be provided in an event of fraud in the following cases:

- Stolen/fraudulent checks charged against our accounts
- Stolen/fraudulent debit card transactions
- Fraudulent ACH/Wire activities
- Fraudulent cash/bills received and deposited

Deposit Services – describe how the depository would meet or exceed the requirement listed below:

- Checking account service for as many accounts as may be required by the CCRMA with checks returned in numerical sequence. Images must be included with statements
- Secure online account access allowing the CCRMA to perform regular functions such as, bank transfers, wire transfers, image retrieval, stop payments, access to download monthly statements, etc.
- ACH/Payroll service provided through online account system
- Provide bank money orders and cashier checks as required by the CCRMA
- Supply deposit slips and night deposit supplies as needed
- Provide lock money bags as needed by the CCRMA
- Positive pay services
- Temporary overdrafts in individual accounts may occur occasionally without penalty or service charge to the CCRMA, as long as the aggregate funds in other accounts are in amount sufficient to meet the overdraft and bank's minimum compensating balance
- Deposit Express services for daily checks deposits providing, Intelligent Character Recognition (ICR) and virtual encoding of check amount with fewer exceptions and adjustments, and electronic transmission providing immediate confirmation of deposits. CCRMA currently owns a Digital Check TS240 check scanning device. Please confirm this would be compatible with the proposed Deposit Express services

**REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES**

Management

- Provide the name and title of the bank officer would be in charge for the depository services to the CCRMA. Include the number of years the person has been with the institution and years of experience with depository management for local governments
- Provide the contact person who would assist with the following day to day issues:
 - Deposit issues
 - Check payment issues
 - ACH Issues
 - Wire Payment/Receipt issues
 - Fraud Inquiries
 - Stop Payment Services
 - Deposit Express Issues
 - Online Account Management Issues

Pricing Sheet

Provide a completed pricing sheet as per Exhibit B "CCRMA Depository Pricing Sheet".

Financial Information

Provide a statement showing the financial condition of the bank as of the date of the proposal including the latest Audited Financial Statements.

4.0 SUBMITTAL INSTRUCTIONS

Format

The response should be submitted on standard 8½" x 11" paper. All information must be assembled and indexed in the order as it appears in the RFP. The proposal shall include:

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers will be at the discretion of the Proposer).

**REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES**

- Marketing and Promotional Material can be included in the back of the proposal
- All submittals shall be sealed and opened at

Due Date

Four (4) copies of the written response and one digital copy on USB drive must be received by the CCRMA before 4:00 p.m. Central Time., January 21, 2020. The response package shall be submitted to:

RFP 2019-001 Bank Depository Services
Cameron County Regional Mobility Authority
Jesus Adrian Rincones, CPA
Chief Financial Officer
3461 Carmen Ave.
Rancho Viejo, TX 78575

5.0 EVALUATION OF THE PROPOSALS

Each proposal will be assigned a score for each of the below evaluation factors. The criteria will be evaluated using the below assignment with the applicable weight of the assignment applied to the point total of the evaluation factor.

<u>Evaluation Assignment</u>	<u>Definition</u>	<u>Weight of Assignment</u>
Strength	A feature of a Depository that will contribute to better-than-acceptable performance.	100 x Weighted % for Factor
Meets	The Depository offers acceptable performance in relation to the scope of work being evaluated.	67 x Weighted % for Factor
Weak	A feature of a Depository that is below the applicable requirement(s) of the scope of work, but may contribute with less than acceptable performance.	33 x Weighted % for Factor
Fail	Failure for Consultant to meet the required scope	0 x Weighted % for Factor

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

<u>Evaluation Factor</u>	<u>Weight of Factor</u>
Financial Position of Institution both past and prospective including creditworthiness	10 Points
Experience providing depository services requested in scope and content of response and administrative assigned to CCRMA	20 Points
Cost of Services including but not limited to: <i>General Account Services, Depository Services, Disbursement Services, Information Services, and financial instrument services.</i>	30 Points
Online accessibility of products, services, and reports for the convenience of account management by CCRMA staff	25 Points
Local Presence and Branch Locations	15 Points

6.0 QUESTIONS ON THIS RFP

All questions (including all technical, contract or administrative questions) regarding the services required or the procurement process should be submitted in writing via email, and addressed to:

Jesus Adrian Rincones, CPA
Chief Financial Officer
3461 Carmen Ave.
Rancho Viejo, TX 78575
procurement@ccrma.org

The deadline for receipt of questions is 4:00 p.m., Central Time. January 6, 2020. Questions (edited as deemed appropriate by CCRMA) and answers may be made available to all interested parties via website. No alternate means of responding to questions regarding this RFP will be provided. Proposers are responsible for monitoring the CCRMA website for periodic updates. <https://ccrma.org/procurements/>

REQUEST FOR PROPOSALS (RFP) 2019-001
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BANK DEPOSITORY SERVICES

7.0 MISCELLANEOUS

Public Information Act

All responses to this RFP shall be deemed, once submitted to be the property of the CCRMA. Responses may be subject to public disclosure under the Texas Public Information Act ("PIA"). Any material believed by the responder to be proprietary, confidential, or otherwise exempt from disclosure under the PIA should be clearly marked as such. If the CCRMA receives a request for public disclosure of all or any portion of a response, the CCRMA will use reasonable efforts to notify the responder of the request and give the responder an opportunity to assert, in writing to the Office of the Attorney General, a claimed exception under the Act or other applicable law within the time period allowed under the Act.

Cost of Responses

All costs directly or indirectly related to preparation of a response to this RFP and in any oral presentation required to supplement and/or clarify the RFP shall be the sole responsibility of, and shall be borne by, the Proposers.

Proposers Acknowledgment

By submitting a response to this RFP, each Proposer unequivocally acknowledges that the Proposer has read and fully understands this RFP and that the Proposer has asked questions (or has been afforded the opportunity to ask questions) and received satisfactory answers from the CCRMA regarding any provisions of this RFP with regard to which the Proposer desired clarification.

All written and electronic correspondence, printed material, exhibits, appendices, photographs, and reports submitted in response to all sections of this RFP process are, upon their receipt by the CCRMA the property of the CCRMA and may or may not be returned.

Anti-Lobbying Prohibition

During the pendency of this procurement, prospective respondents may not contact the CCRMA Board of Directors nor, except as provided herein, any CCRMA Staff or consultants concerning this procurement. All contact with the CCRMA is to be through the CCRMA contact designated in Section 6.0 above. Any firm violating the anti-lobbying prohibition may be disqualified from consideration in this procurement.



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.

EXHIBIT B

CCRMA DEPOSITORY PRICING SHEET

	Monthly Volume	Proposed Cost per item	Total Cost
Depository Services			
Bank Deposit	10		
Deposit Express Originated Deposits	30		
Checks Deposited:			
Checks from Depository bank	350		
Checks from other banks	1650		
ACH Deposits	50		
Incoming Wire Domestic	5		
Outgoing Payments			
Check Payments	150		
ACH Payments	20		
Debit Card Payments	5		
Outgoing Wire (Domestic)	10		
Internal Transfers CCRMA			
Accounts			
Internal transfer deposit	25		
Internal transfer withdrawal	25		
ACH Payment Services			
ACH Origination File for Payroll (30 Payees)	6		
Other Services/Fees			
Monthly Maintenance Fee			
Statement Fee			
Clear Single Pocket Deposit Bags (sealed and disposable)	10		
Depository Interest			
Interest Rate to be on all deposit accounts	3,500,000		
	<i>Avg monthly Balance</i>		

EXHIBIT C (PENDING)

**4-J CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 8 WITH S&B
INFRASTRUCTURE REGARDING THE VETERANS BRIDGE AT LOS
TOMATES.**

WORK AUTHORIZATION NO. 18

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 (the "Authority") and S&B Infrastructure, Ltd. (the "GEC").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing Cultural Resources Desktop Studies for Veterans International Bridge POV.***

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 Engineer the amount not to exceed \$3,277.56, 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 Engineer.

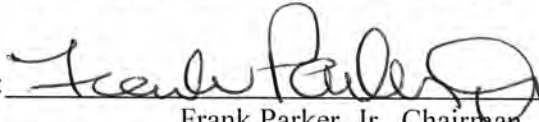
Section E. - Other Provisions

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

-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: 
Frank Parker, Jr., Chairman

Date: _____

S&B INFRASTRUCTURE, LTD.

By: 
Daniel O. Rios, PE, President

Date: _____

LIST OF EXHIBITS

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

EXHIBIT A

Authority's 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) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) 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.
- (3) 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.
- (4) Right of Entry

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall perform activities for the development of the ***Cultural Resources Services Desktop Studies for Veterans International Bridge Land Port of Entry, Cameron County, Texas.***

Task 1 – Historic Resources Project Coordination Request

Engineer will conduct database searches of the public Sites Atlas maintained by the Texas Historical Commission (THC) to identify previously documented cemeteries, historical markers, properties and districts listed on the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). The results of the background research will be presented in a Project Coordination Request (PCR) according to current TxDOT policy and formats active at the time the research is conducted. Given the nature of the project, Engineer anticipates the field studies are unlikely to be required.

Task 2 – Archeological Background Study

Engineer will conduct database searches of the restricted Sites Atlas maintained by the THC and Texas Archeological Research Laboratory (TARL) to identify previously documented archeological sites, cemeteries, historical markers, properties and districts listed on the NRHP, and SALs. Results of the search will be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources and will be presented in an Archeological Background Study meeting TxDOT requirements in effect at the time the research is conducted. Given the nature of the project and its location within an existing facility, Engineer anticipates that field studies are unlikely to be required.

Assumptions and Exclusions

- Assumes total project footprint approximately 5 acres within existing LPOE.
- Desktop only; no archeological or historic field studies included.
- Archeological and historic desktop tasks assume Authority will provide design information and project area photos sufficient for inclusion in TxDOT background and PCR submittals.
- Exclusions: ecological services; right-of-entry coordination; human environment studies; Section 4(f) services; historic resources reconnaissance, intensive study, NRHP nominations, or HABS/HAER documentation; archeological survey, monitoring, testing, or data recovery; human remains evaluation, coordination, removal, or reinternment; or artifact processing, detailed analysis, or curation. All excluded services could be provided under separate scope/budget.

Project Management (PS&E)

The Engineer shall perform the following management activities during the development of the Traffic Projections:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (1 sub-consultants projected).
3. Preparation of invoices and progress reports.
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules on a monthly basis.
6. Organize and download electronic file deliverables.

EXHIBIT C

Schedule of Work

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

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

NOTICE TO PROCEED -- Upon Execution

PROVIDE ALL DELIVERABLES AS STATED IN WORK ORDER – Task 1 & Task 2 will be done at the same time.

Task 1

**Historical research, PCR prep
TxDOT Review**

**2 weeks from NTP
1 month from submittal**

Task 2

**Archeological research BGS prep
TxDOT Review**

**2 weeks from NTP
1 month from submittal**

Work Authorization Complete

January 31, 2020

PROJECT: Veterans POV Cultural Resources
 CLIENT: CCRMA
 CONTRACT:
 COUNTY: Cameron County
 CSJ:
 U2716.118

12/09/19

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 (II)	Engineer Structural	Engineer (V)	Engineer (VI)	Engineer (VII)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
		Historic Resources (See Attached Cost Proposal)																		
	Task 1	Historical research, PCR prep	CMEC	BASIC																
		Sub Total (Historic Resources (See Attached Cost Proposal))			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,009.52
		Archaeological Resources (See Attached Cost Proposal)																		
	Task 1	Archaeological research BGS prep	CMEC	BASIC																
		Sub Total (Archaeological Resources (See Attached Cost Proposal))			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,283.07
		Project Administration and Coordination																		
		Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			2	2										1	5	\$984.97
		Sub Total (- Project Administration and Coordination)			0	0	2	2	0	0	0	0	0	0	0	0	0	1	5	
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	2	2	0	0	0	0	0	0	0	0	0	1	5	
		CONTRACT RATES (\$/MAN-HOUR)	3.7717		299.96	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	30.49	26.51	17.23			
	160	NON LABOR																		
		a FedEx Courier	S & B	SPECIAL																
		b Outside reproduction	S & B	SPECIAL																
		c Travel - Mileage Project Site Visits	S & B	SPECIAL	Mileage per trip =	108	Trips =	0							Milage Rate (\$/mi) =	\$	0.540			\$0.00
		d Travel to District Area Office- Mileage	S & B	SPECIAL	Mileage per trip =		Trips =								Milage Rate (\$/mi) =	\$	0.540			\$0.00
		Sub Total (F.C. 160)																		\$0.00
		NON LABOR TOTAL																		\$0.00
		BASIC SERVICE TOTAL																	\$	3,277.56
		PROJECT TOTAL																		\$3,277.56



Exhibit D Cost Proposal

S&B - CCRMA Veterans International Bridge LPOE Expansion - Historic Resources PCR and Archeological Background Study
Cox|McLain Environmental Consulting, Inc.

LABOR

	Env. Project Manager	Env. Scientist V	Env. Scientist IV	Env. Scientist III	GIS Manager	Env. Sci. III	GIS Operator	Admin/ Clerical		Totals
Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours
Task 1 Historical research, PCR prep	0	1	1	6	1	0	2	1		12
Task 2 Archeological research BGS prep	0	2	0	8	2	0	2	1		15
Total Labor Hours	0	3	1	14	3	0	4	2		27
Rate	\$150.00	\$125.00	\$105.00	\$85.00	\$83.55	\$68.00	\$67.38	\$51.21		
SUBTOTAL Labor Cost	\$0	\$375	\$105	\$1,190	\$251	\$0	\$270	\$102	\$0	\$2,292.59

EXPENSES

	Unit	Quantity	Rate	Total
Backhoe + operator (at cost)	Day	0	\$1,500.00	\$0
Mileage (Allowable IRS Rate)	Miles	0	\$0.58	\$0
Hotel (taxes/fees not included)	Day	0	\$94.00	\$0
Hotel taxes/fees - 13%	Day	0	\$14.10	\$0
Per Diem	Day	0	\$56.00	\$0
Car Rental (at cost)	Day	0	\$60.00	\$0
Airport parking	Day	0	\$20.00	\$0
Rental vehicle fuel	Gal	0	\$4.00	\$0
Airfare (at cost)	R/T	0	\$500.00	\$0
Overnight Delivery	Letter	0	\$2.00	\$0
Field Supplies (At cost)	Misc	0	\$100.00	\$0
Photocopies - Color 8.5x11	Page	0	\$0.75	\$0
Photocopies - Color 11x17	Page	0	\$1.25	\$0
Photocopies - B/W 8.5x11	Page	0	\$0.15	\$0
Photocopies - B/W 11x17	Page	0	\$0.35	\$0
Historical Aerials (cost)	Each	0	\$100.00	\$0
TARL site registration (digital only)	Site	0	\$96.00	\$0
TARL Curation fee (assume no collection; records only)	Drawer	0	\$3,000.00	\$0
TOTAL Nonlabor Expenses				\$0.00

Notes/Assumptions: CR desktop studies only.

TOTAL COSTS - CMEC **\$2,292.59**

**4-K CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 5 WITH S&B
INFRASTRUCTURE FOR EAST LOOP PROJECT AERIAL MAPPING,
RIGHT OF WAY MAPPING AND SUBSURFACE UTILITY
ENGINEERING.**

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 5**

This Supplemental Work Authorization No. 1 is made as of this 12th day of December, 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").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: *Professional services including: providing engineering services required for the aerial survey, utility survey (level B and ROW mapping for East Loop from IH 69E to SH 4 @ South Port Connector.*

Section A. – Scope of Services

GEC shall perform the Additional Services according to **Exhibit B**.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C**.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$152,765.09 to \$884,375.23, an increase of \$731,610.14 based on the attached fee estimate shown on **Exhibit D**. Compensation shall be in accordance with the Agreement.

C.1. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.2. 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 – No Change

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

-SIGNATURES ON NEXT PAGE-

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

Name: Frank Parker, Jr., Chairman

Date: 12.12.19

S&B INFRASTRUCTURE, LTD.

By: _____

Name: Daniel O. Rios, PE, President

Date: 12.12.19

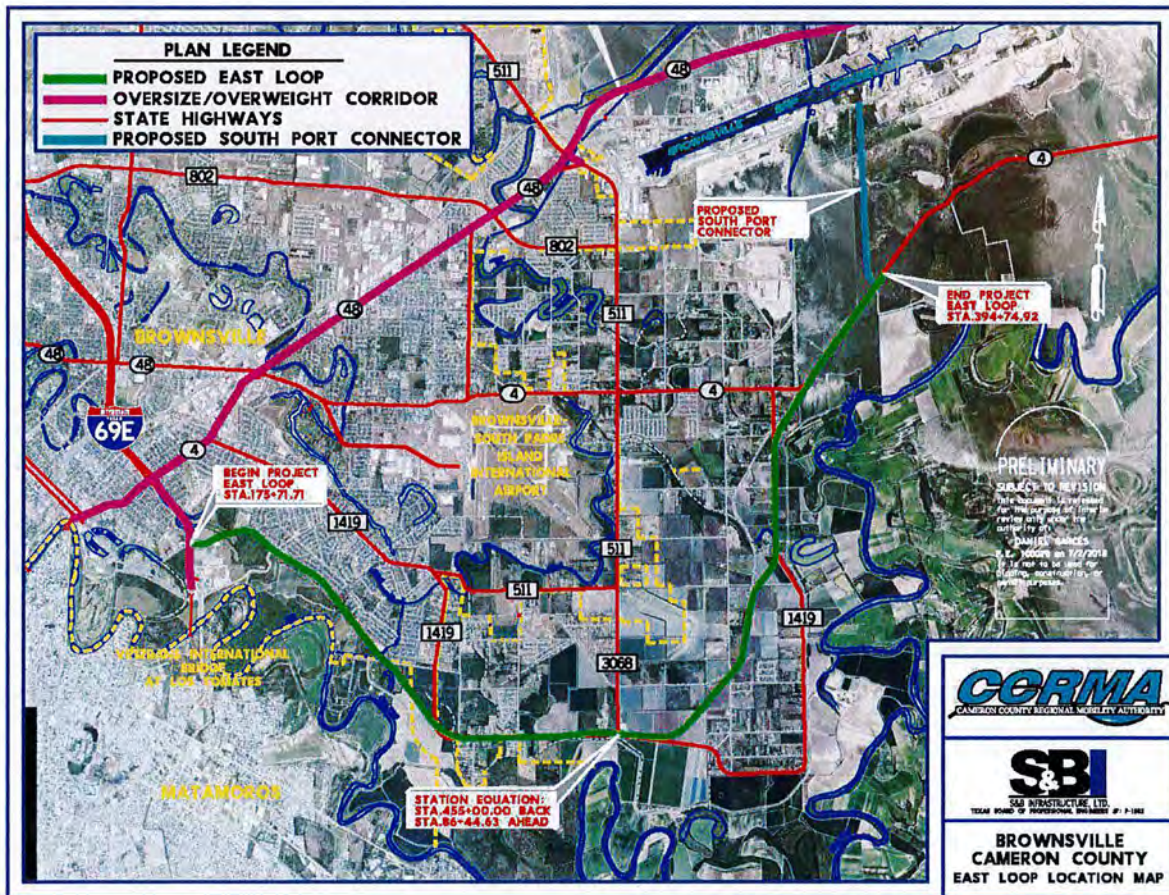
LIST OF EXHIBITS

- Exhibit A – Authority's Responsibilities
- Exhibit B – Scope of Work
- Exhibit C – Work Schedule
- Exhibit D – Cost Proposal

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY
East Loop APD

County: Cameron
Highway: East Loop
Limits: From: IH 69 E to SH 4 @ South Port Connector
Project Length: Approximately 11.5 miles

LOCATION MAP:



In addition to the services listed in the Agreement, the AUTHORITY will provide the following services:

1. The AUTHORITY will collect and provide hard copy and digital copy of previously completed work, cost estimates, design files for exhibits, record drawings, public involvement, traffic data for roadway, property ownership digital mapping, survey ground control and public utility information as required to complete the task.

2. The AUTHORITY shall provide timely approvals and responses, enabling the project to move forward smoothly and with minimal delay. When delays in issuing approvals and responses are anticipated by the AUTHORITY, the AUTHORITY will communicate this to the GEC and allow project schedule to be adjusted accordingly.
3. The AUTHORITY shall provide the Environmental document for review.
4. The AUTHORITY shall make revisions to Environmental document as per the agreed upon comments from the GEC.
5. The AUTHORITY shall schedule and conduct Public Meetings with respect to the NEPA process required for the project.
6. The AUTHORITY is responsible for Title Commitment work associated with the 115 parcels. This work will include the vesting deeds for all properties to be taken, any plats associated with those properties and any easement affecting the subject parcels.

EXHIBIT B
SCOPE OF WORK
SERVICES TO BE PROVIDED BY THE ENGINEER
East Loop APD

County: Cameron
Highway: East Loop
Limits: From: IH 69 E to SH 4 @ South Port Connector
Project Length: Approximately 11.5 miles

LOCATION MAP:

Project Overview:

Cameron County Regional Mobility Authority has initiated the Advanced Project Development (APD) for the proposed development of the East Loop in Cameron County.

This work authorization includes Project Administration and Coordination, Review of an EA provided by the Authority, Cultural Resources, Schematic Design (two schematics will be combined into one overall schematic) and technical assistance during public involvement.

The proposed East Loop project would consist of connecting the Veterans Bridge to the South Port Connector Roadway. The original schematic design will be revised based on the Value Engineering Study held on the project. Additional alternatives will not be developed or evaluated.

The ENGINEER will complete the project as outlined in Exhibit C, Work Schedule and will function as an extension of the AUTHORITY'S resources by providing qualified technical and professional personnel, by performing the tasks described herein, and by meeting the requirements and responsibilities outlined under the terms of this Exhibit B, Scope of Work. The ENGINEER will minimize the AUTHORITY'S need to apply its own resources to assignments authorized to the maximum extent practicable.

The scope of work for the East Loop project described below are additional services needed to complete project.

TASK 150 – DESIGN SURVEYS

1) LiDAR Acquisition

Regal 780 Lidar Unit & Phase one digital Camera will be utilized.

A. Data Acquisition

Data collection will not be conducted during inclement weather conditions (high winds, rain, fog, low cloud cover) that would significantly diminish the quality of the data.

- The LiDAR scan will be captured with our Trimble Harrier system (Eye Safe) with a scan and pulse rate to generate an aggregate of **18 points / m2** on the subject area. Our approach coupled with the Fullwave form LiDAR returns (unlimited returns per pulse) with 16 bit intensity allows for point density range capturing key LiDAR returns as the light penetrates through the forest canopy. Up to four (4) coordinate points will be collected for each laser pulse, using multiple return signals from a single laser pulse.
- Color imagery (3" pixel) of the subject area will be captured simultaneously with the LiDAR scan. Acquiring imagery and LiDAR simultaneously allows for more accurate data using the same IMU, GPS and control position

U2716.500 – East Loop
SWA No. 1 to WA No. 5 – Exhibit B

on both sensors to ensure the best fit possible. The use of a co-registered / integrated LiDAR & Image system that captures equidistant swaths of data from the same positional system and solution simultaneously improves work flow efficiency and more accurate data.

B. GPS satellite availability

GPS Satellite Software will be utilized, for an evaluation of the optimum time for GPS data collection to be performed. The latest satellite almanac is used for precise planning of optimum PDOP times and maximum satellite visibility. By utilizing the latest almanac, any satellites having known problems are taken into consideration during the planning process. Dilutions of Precision charts are produced showing the best/worst times of the day for GPS satellite availability. LiDAR flights will be conducted when PDOP is predicted to be at its lowest value for maximum efficiency.

C. Acquisition Parameters

The flights will be planned to insure sufficient sidalap to avoid data gaps. The LiDAR spot Diameter will be approximately 25cm. Aircraft speed and altitude are dependent on the terrain. Our flight planning software generates the safest and most economical data collection parameters for each flight line. The LiDAR data will maintain consistency throughout the project area.

2) .LAS File Processing

A. ABGPS / IMU Post Processed

TerraPos (GPS+GLONASS) post-processing software will be used based on the principle of Precise Point Positioning (PPP, P3). This processing technique uses post-processed precise satellite ephemeris and various sophisticated error modeling such as troposphere, ionosphere and clock corrections. TerraPos utilizes precise orbits and clock corrections for the satellites, together with advanced error modeling to produce positions with impressing accuracy. The result is an excellent tool for positioning in applications allowing for post-processing, such as airborne photogrammetric or LiDAR operations, seabed mapping, or seismic surveying. Taking advantage of the Trimble Harrier designed stability and methodology, we have successfully utilized TerraPos in computing ABGPS, IMU data, LiDAR, and Image orientation, achieving accuracies equal to those computed with ground base stations employed during acquisition flights.

B. .LAS Development

After standard GPS post processing the next phase is to combine the laser measurements with the GPS\IMU data. This task is performed in the Topit LiDAR software (Trimble software) where the SBET (Smoothed Best Estimated Trajectories) and SDC (angle and distances) files are combined to produce an LAS file or Point Cloud. Also in this process the laser measurements are transformed from WGS84 coordinate to the client requested Coordinate System.

C. Ground Control / Check Points

Field Survey activities necessary for the successful completion of this project will be provided by the Authority. Select ground control locations, per site, will be provided by Engineer. Each control point will be compared to the LiDAR to ensure that data collected meets the accuracy requirements expected.

FC 150 – Field Surveying and Photogrammetry

The survey will be at a 1200' width.

A. Provide Aerial Lidar services as appropriate for detailed design.

For purposes of this Contract, all standards and specifications will be in accordance with established guidelines and recommended or approved by the State.

A.1. Prepare **DGN, DTM, TIN, and Orthophotography** files covering the specific work location, meeting standards and specifications as required.

A.2. The current planimetric (DGN) level structure and legend as published by the State shall be maintained where possible.

A.3. The current Digital Terrain Model (DTM) level structure and legend as published by the State shall be maintained where possible.

B. DELIVERABLES

B.1. Provide DGN, DTM, and Tin files on a medium and in a format acceptable to the State, delivered on CD or DVD.

B.2. Provide Orthophotography (created using the DTM) delivered on CD or DVD in tiff format (3 banded) with world files.

Quality Assurance and Quality Control

Preflight QA/QC

Prior to each LiDAR/Ortho imagery flight, measures are taken to ensure that all specifications for capture are met and completed safely. Weather conditions are monitored and flights will be suspended if conditions prove to be unsafe and/or will adversely affect data acquisition. High winds and turbulence may cause excessive crab or unfavorable conditions that may affect the quality of the imagery or cause gaps in LiDAR coverage. Under such conditions, data acquisition will be postponed.

Prior to each LiDAR flight, satellite constellation and atmospheric conditions are monitored using Trimble Planning Software v2.9. LiDAR data acquisition is planned so that capture does not occur during periods of high PDOP. PDOP is considered to be high if it reaches a value of 3.0 or higher. To increase efficiency fuel stops are planned for these times if possible. Flight plans are configured for optimal coverage using topographic data from Delorme XMap 7 GIS Software Suite. Each flight line is analyzed and a terrain height is calculated to ensure an accurate flight altitude for complete corridor coverage. In the case of mountainous terrain, other factors will be taken into consideration to calculate the best altitude and flight plan to meet individual project requirements.

Trimble Applanix POSpac MMS v5.4 SmartBase technology is utilized to review the CORS network during the planning stage of each project. If the CORS network does not provide adequate coverage for the project area, additional ground GPS base stations collecting data at 1 second epochs will be deployed during flight.

In Flight QA/QC

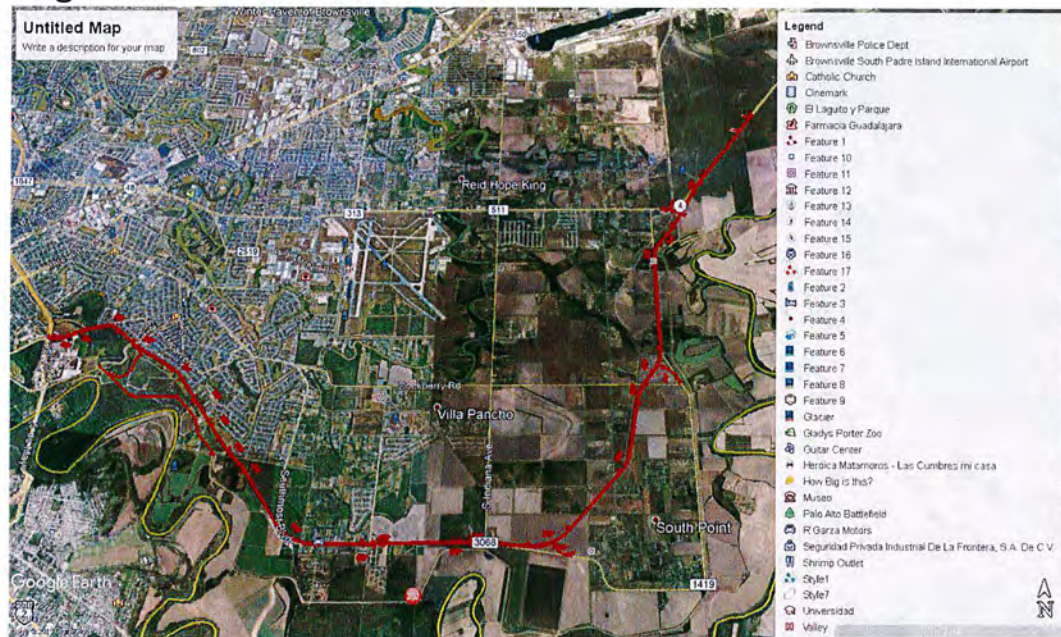
During each flight the Harrier system operator monitors all aspects of data capture. PDOP is monitored using the onboard Applanix POS AV system. Unexpected PDOP spikes are noted and flight lines are re-flown accordingly. The altitude, speed, and attitude of the aircraft are constantly monitored using the POS AV software. In addition, the laser files are checked for validity immediately following the completion of each flight line. In the unlikely event errors are found in the stored laser file, the corresponding flight line is re-flown. Periodically during flight, the collected images are analyzed and ISO speed and exposure corrections are made accordingly.

Post Flight QA/QC

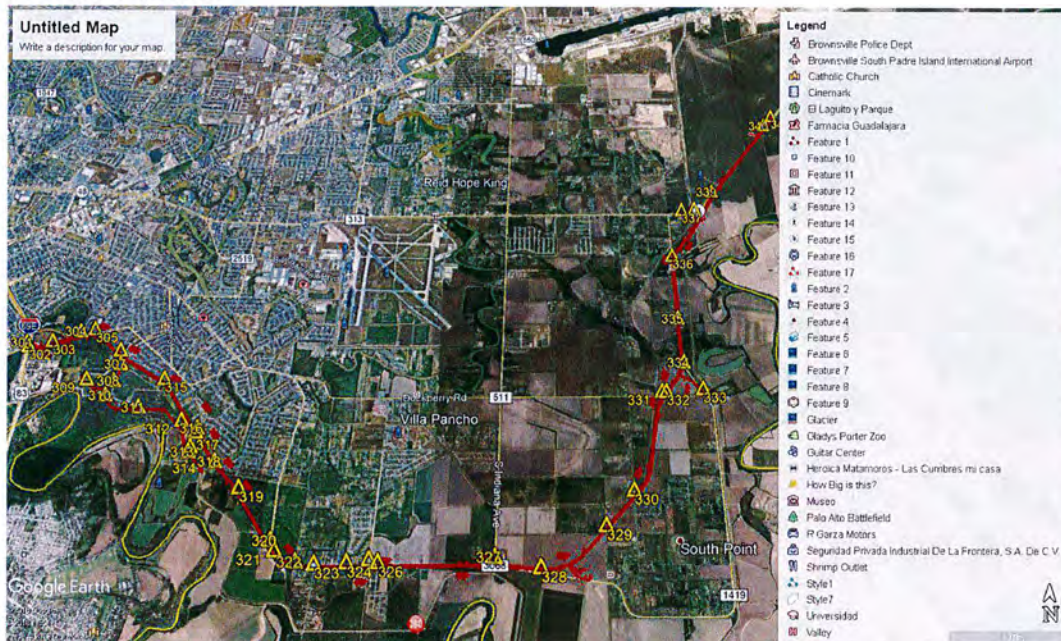
Immediately following each day of capture, all of the data is offloaded and copied twice onto separate hard drives. The IMU data and airborne GPS data are checked for continuity utilizing Applanix POSpac MMS software. The ground GPS base data is also analyzed for continuity, quality, and duration to ensure the data spans the entire flight and a quality smoothed best estimated trajectory will be produced.

The LiDAR data is validated onsite prior to demobilization using Trimble TopPIT software. The laser data is checked for required coverage, point density, and anomalies. Areas with coverage gaps that result in failure to meet project specifications are re-flown.

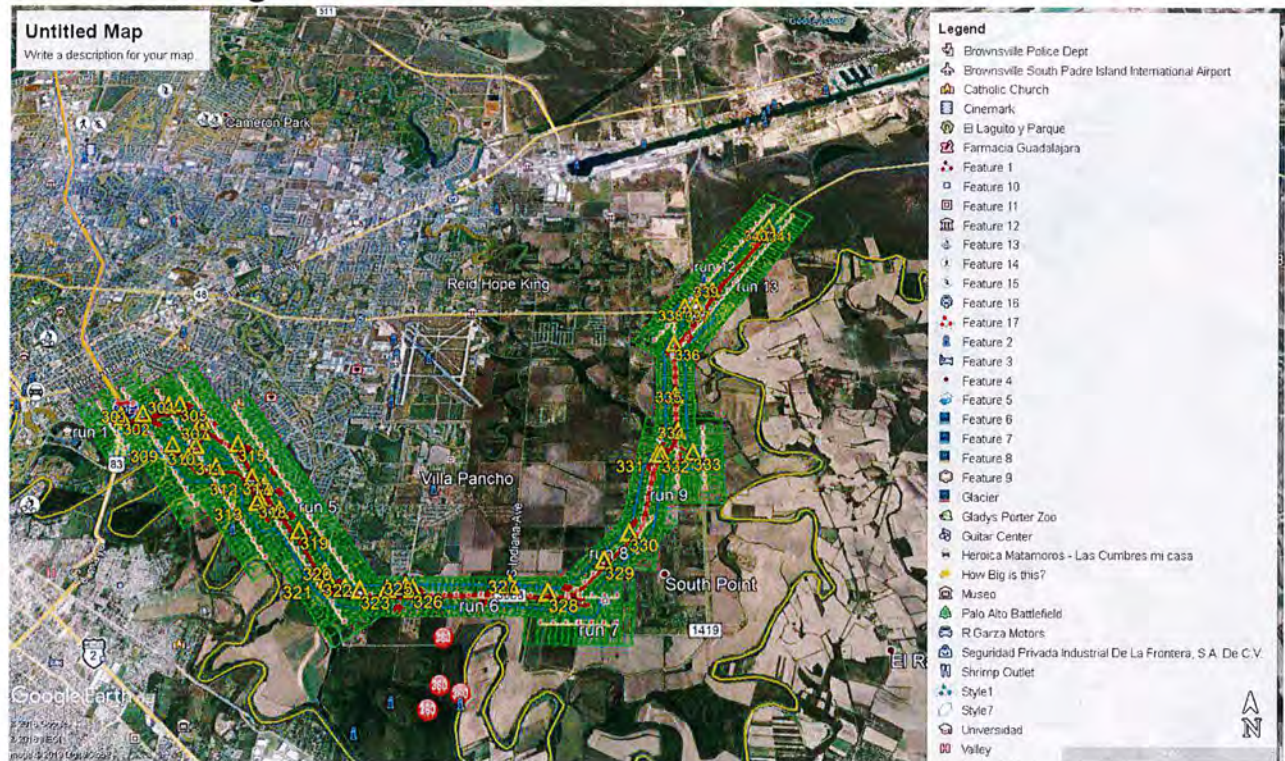
Alignment



Aerial Panels



Aerial Lidar Flight



FUNCTION CODE 130(130) – RIGHT-OF-WAY AND UTILITY DATA

- A. ROW Data and Survey: All standards, procedures and equipment used by the ENGINEER's Surveyor shall be such that the results of the survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. The ENGINEER's Surveyor shall prepare metes and bounds for all parcels required for construction of this project.

The ENGINEER'S Surveyor shall take every precaution to retain all existing interior and perimeter fencing while conducting the necessary surveying operations. Any and all damages to fences caused by the ENGINEER's Surveyor during surveying operations shall be repaired immediately.

1. Ownership Data and Permission for Right of Entry: The ENGINEER's Surveyor shall obtain ownership data for all impacted property owners within the project limits and shall obtain right of entry from applicable property owners prior to commencing any work for surveying and ROW services, engineering or geotechnical activities needed off State ROW. The ENGINEER's Surveyor shall prepare an abstract map.
2. Horizontal and Vertical Control: The ENGINEER's Surveyor shall recover, review and update existing horizontal and vertical control data, and establish new points as necessary. The surveyor shall prepare location sketches for offsite controls located on the main cross streets, and as directed by the AUTHORITY. The original datum should be maintained with the most suitable adjustment made in order to maintain consistency between the control values and the current planimetric products.

- a. Horizontal and Vertical Control ties should be made and tabulated to other control points in the vicinity.
 - b. The ENGINEER's Surveyor shall prepare a report on the verification and adjustment of the Control.
 - c. The surveyor shall field locate property corners, existing right-of-way markers, improvements, visible utilities, and verify and update the planimetric file.
3. **Property Descriptions (Field Notes):** The ENGINEER's Surveyor shall prepare property descriptions for up to 115 parcels. A property description shall be prepared for each parcel of land to be acquired. Property descriptions and parcel plats reflect a boundary survey and must be signed and sealed by a Texas Registered Professional Land Surveyor. Field note descriptions shall include, but need not be limited to the following:
- a. The field note description shall begin with a general description that shall include, as a minimum:
 - (1) State, county, and city within which the proposed parcel of land to be acquired is located.
 - (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
 - (3) A reference by name to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract (show inset).
 - (4) Property descriptions at parcel plat must be tied to the Texas State Plane Coordinate System and reference metadata (history data) used in preparing the survey.
 - (5) Property descriptions covering more than one page should read "Page __ of __ Pages."
 - (6) At the end of each property description, add a sentence stating "This property description is accompanied by a separate plat." All property descriptions must be signed and sealed by a Texas Registered Professional Land Surveyor, and must include a statement that the survey was performed on the ground under his supervision and must include the day, month and year of the survey.
 - b. The field note description shall continue with a metes and bounds description that shall include at a minimum:
 - (1) A point of commencing (outside property corner).
 - (2) A point of beginning and its relation to the parent tract.
 - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
 - (4) A description (8-1/2-inch x 11-inch) of all monumentation set or found to include, at a minimum, size and material.
4. **Parcel Plats:** The ENGINEER's Surveyor shall prepare parcel plats for up to 115 parcels. A parcel plat shall be prepared by the ENGINEER's Surveyor for each parcel of land or easement to be acquired. The AUTHORITY has developed standard formats for parcel plats, copies of which the ENGINEER shall request and secure for all purposes. All parcel plats shall be (8-1/2-inch x 11-inch) signed and sealed by a Texas Registered Professional Land Surveyor. They shall reflect the property owners and adjoining owners name and recording information.
5. **Right-of-Way Map:** The ENGINEER's Surveyor shall update previously-completed ROW maps and prepare a ROW map based on final ROW and easement needs determined from updated design completed under this work authorization.

All ROW maps are reviewed and approved by the AUTHORITY for technical completeness, compliance with TxDOT guidelines, and adherence to the Professionals Land Surveyors Practices Act.

All ROW map pages must be uniform in size (11-inch x 17-inch and 22-inch x 34-inch), form and arrangement. The uniformity must conform to TxDOT standards and guidelines and include similar font styles and sizes for each map sheet, as well as a neat, readable arrangement of data on each sheet. The entire ROW map shall be bound by the left margin of each sheet, and shall contain the following sheets:

- Title sheet
- Parcel Index Sheet – Shows an overall view of project parcels and plan sheets. It may be omitted if all applicable data can be placed on individual map sheets.
- Survey Control Index Sheet – This sheet shows an overall view of project and relationship to primary monumentation and control.
- Plan View Sheets – Sufficient in number to cover the proposed project.
- Other sheets as directed by the AUTHORITY.

The AUTHORITY has developed standard title sheets, index sheets, and plan sheets, copies of which the ENGINEER's Surveyor shall request and secure for the purposes of this work authorization.

Reference publications for ROW map preparation include the *TxDOT Survey Manual*, Texas Society of Professional Surveyor's *Manual of Practice for Land Surveying in the State of Texas*, State of Texas Professional Land Surveyors Practices Act Rules and Regulations, and the TxDOT's *Right of Way Manual*.

6. Set Property Corners: The ENGINEER's Surveyor shall recover and flag existing ROW and easement monumentation.
7. Staking Existing and Proposed ROW and Easements: The ENGINEER's Surveyor shall stake all existing and proposed ROW and easements (fence lines) necessary for preparation and construction of the project in accordance with the *TxDOT Survey Manual*, TxDOT's *Right of Way Manual*, and the Rules of the Texas Board of Professional Land Surveying. These elements shall be staked with lathe, flagging, and hubs, at a minimum spacing of 100 feet on curves and 300 feet on tangents or closer, as necessary, to maintain line-of-sight between stakes. The ENGINEER's Surveyor shall utilize the necessary clearing equipment to clear the ROW line for setting project control, retracing ROW, and placing perimeter fence staking along the ROW.
8. Final Deliverables. The ENGINEER's Surveyor shall provide the following:
 - a. Draft and Final ROW Map, Parcel Plats, and Field Notes:
 - (1) One paper print of complete map to be at a scale of 1"=100' on 11"x17".
 - (2) One paper print of complete map to be at a scale 1"=50' on 22"x34".
 - (3) Three original complete parcel plats and field notes on 8 1/2"x11" sheets, signed and sealed.
 - (4) Four copies of complete parcel plats and field notes on 8 1/2"x11" sheets, signed and sealed.
 - (5) Two USB Flash Drives containing 2D.DGN files and reference files of the ROW Map. All property ownership and recording references shall be on a separate layer such that this information can be redacted if necessary.

- b. Computations sheets for each parcel that indicated the acreage and error of closure. A copy of each shall be included in the deliverables of each parcel.
- c. A manila folder for each parcel, and label the tab with Project Name, CSJ, and Parcel Number. Manila folder shall be letter size.
- d. Scanned copies of the Deeds on USB Flash Drives.
- e. Graphic file of the abstract map on USB Flash Drives.
- f. The required geo-referenced parcel data (features) for all existing and revised parcels in ArcGIS 10 format or the current version in use by the AUTHORITY and in the format of the ROW Geo-Database Template "ROW_Parcels_Edits".
- g. A signed and sealed Surveyor's Report.
- h. After ROW mapping is approved and revisions are necessitated, the expected turnaround time shall be seven (7) working days.

FUNCTION CODE 130(163) – UTILITY ENGINEERING

Utility Engineering Investigation (currently SUE): The ENGINEER shall perform engineering services consisting of the Utility Engineering Investigation as described below. As used below, "ensure" means to make certain that something has happened or will happen, and includes an obligation to deploy the appropriate level of engineering or other technical expertise, consistent with the complexity, cost, and level of risk associated with a task. Ensure does not require the completion of any task assigned to a separate entity under any other agreement. Utility Engineering Investigation (currently SUE) include utility investigations subsurface and above-ground prepared in accordance with AASHTO standards [ASCE C-1 38-02 (<http://www.fhwa.dot.gov/programadmin/asce.cfm>)] and Utility Quality Levels.

1. Utility Quality Levels. Utility Quality Levels are defined in cumulative order (least to greatest) as follows:
 - a. Quality Level D – Existing Records: Utilities are plotted from review of available existing records.
 - b. Quality Level C – Surface Visible Feature Survey: Quality Level D information from existing records is correlated with surveyed surface-visible features. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways.
 - c. Quality Level B – Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates Quality Levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D, a new schematic or plan layout will be necessary to identify the limits of the proposed project and the limits of the work area; including highway stations, limits within existing or proposed ROW, additional areas outside the proposed ROW, and distances or areas to be included along existing intersecting roadways.
 - d. Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility and environment data. Incorporates Quality Levels B, C and D information to produce Quality Level A.
2. For this work order only Designate (Quality Level B) will be utilized at this time. If Quality Level A – Test Holes are required after the Level B designation it will be done under a separate work order. Designate means to indicate the horizontal location of underground utilities by the application and

interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ENGINEER shall:

- a. As requested by the AUTHORITY, compile "As Built" information from plans, plats and other location data as provided by the utility owners.
- b. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ENGINEER shall examine utility owner's work to ensure accuracy and completeness.
- c. Designate, record, and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the AUTHORITY. A non-water base paint, utilizing the American Public Works Associated color code scheme, must be used on all surface markings of underground utilities.
- d. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, shall be prepared and delivered to the AUTHORITY. It is understood by both the ENGINEER and the AUTHORITY that the lines sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above-ground appurtenance locations must be included in the deliverable to the AUTHORITY. This information shall be provided in the latest version of *MicroStation* or *Geopak* used by the AUTHORITY. The electronic file will be delivered on CD or DVD, as required by the AUTHORITY. A hard copy is required and must be signed, sealed, and dated by the ENGINEER. When requested by the AUTHORITY, the designated utility information must be overlaid on the Project design plans.
- e. Determine and inform the AUTHORITY of the approximate utility depths at critical locations as determined by the AUTHORITY. This depth indication is understood by both the ENGINEER and the AUTHORITY to be approximate only and is not intended to be used preparing the ROW and construction plans.
- f. Provide a monthly summary of work completed and in-process with adequate detail to verify compliance with agreed work schedule.
- g. Close-out permits as required.
- h. Clearly identify all utilities that were discovered from Quality Levels C and D investigation, but cannot be depicted in Quality Level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
- i. Comply with all applicable State policy and procedural manuals.

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

PROVIDE ALL DELIVERABLES AS STATED IN WORK ORDER –

Aerial Survey

- | | |
|-------------------------|--|
| 1) LiDAR Acquisition | Approximately 1 Month after Schematic Approval |
| 2) .LAS File Processing | 2 Months after LiDAR Acquisition |

ROW Parcels **Approximately 12 Months after Schematic Approval**

ROW Map Approximately 1 Month after ROW Parcels

Work Authorization Complete **May 31, 2021**

EXHIBIT D - FEE ESTIMATE

01/13/20

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	Principal	Quality Manager	Project Manager	MAN-HOURS										ESTIMATED FEE	TOTALS		
								RPLS	2-Man Survey Crew	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary			TOTAL HRS	
	110	ROUTE AND DESIGN STUDIES Design Schematic Update	S & B	BASIC				8								100	200	0	308	\$39,170.92	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			0	0	8	0	0	0	0	0	0	0	0	100	200	0	308		\$39,170.92
	150	DESIGN SURVEYS & PHOTOGRAMMETRY LIDAR and Mapping Verify and Set Control ROW Staking Coordination and development of survey Verify field data	RAM S & B S & B S & B S & B	SPECIAL BASIC BASIC BASIC BASIC		4 2 2 2 2	2 8 4 6 6	2 8 12 16 16	12 8 4 12 16											\$134,700.00 \$4,129.82 \$80,428.44 \$4,179.82 \$5,589.76	18 536 18 24
		Sub Total (150 - DESIGN SURVEYS & PHOTOGRAMMETRY)			0	10	20	48	470	0	0	0	0	0	20	28	0	24		\$229,027.84	
	130 & 150	UTILITY SURVEY, ROW SURVEY & MAPPING SUE Dimension Level B	RSUE S & B	SPECIAL S & B		8 8	20 18	88 52	88 52											\$128,566.80 \$68,236.36	512 484
		ROW Map Prep - Parcel Map	S & B	SPECIAL		8	18	52	52						148	248				\$12,469.59	82
		Plot and Legal Description Documents	S & B	SPECIAL		8	18	52	52						120	266				\$12,469.59	76
		Set Project Panel Points	S & B	SPECIAL		4	10	20	20						10	32				\$100,656.28	674
		Owensboro Data	S & B	SPECIAL		8	8	16	560						22	60				\$5,555.70	30
		Boundary Collection - Parcel	S & B	SPECIAL		10	8	22	8						16	24				\$30,028.30	170
		Project Coordination	S & B	SPECIAL		8	32	22	68						32	20				\$72,260.66	134
		Prepare Field Notes	S & B	SPECIAL		12	14	20	36												
		Coordination and Checking ROW Map	S & B	SPECIAL																	
		Sub Total (130 & 150 - UTILITY SURVEY, ROW SURVEY & MAPPING)			0	56	104	228	744	0	0	0	0	0	348	674	6	2,162		\$440,733.38	
	164	GENERAL COORDINATION for Bid Packaging and Letting Project Management (O&OC)	S & B S & B	BASIC BASIC			10							20		40				\$10,898.30 \$1,949.70	70 30
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			0	0	10	0	0	0	0	0	20	0	0	40	30	100		\$12,848.00	
		LABOR TOTALS																			
		Total Hours	MULTIPLIER		0	68	142	276	1,214	0	0	0	20	100	368	942	35	2,594		\$721,780.14	
		CONTRACT RATES: (\$/MAN-HOUR)			299.90	249.99	274.99	214.99	150.87	89.99	245.16	224.86	207.44	189.73	115.00	98.99	64.99				
		BASE RATES: (\$/MAN-HOUR)			79.53	66.26	72.91	57.00	40.00	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23				
	160	NON LABOR FedEx Courier Outside reproduction Survey Supplies Berntsen, Martin Instruments, Research On Site Vial/field Reconnaissance/Meetings Travel - Lodging Travel - Meals Travel - Mileage to Project Site	S & B S & B S & B S & B S & B S & B S & B	SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL SPECIAL															\$100.00 \$1,000.00 \$1,000.00 \$0.00 \$5,000.00 \$840.00 \$1,980.00		
		Sub Total (F.C. 160)																		\$9,830.00	
		NON LABOR TOTAL																		\$9,830.00	
		BASIC SERVICE TOTAL																		\$721,780.14	
		PROJECT TOTAL																		\$731,610.14	



Exhibit D Cost Proposal

August 20, 2019

Mohamed Allam

Civil Structure Specialist

MAAllam@sbinfra.com

S & B Infrastructure, Ltd.

www.sbinfra.com

RE: East Loop Approx 15 miles 600' Corridor

Design Surveys - Function 150

Dear Mr. Allam,

(RAM) RODS Aerial Mapping, LLC. is pleased to offer this proposal for your review. The cost breakdown and scope of services for this work is outlined on the attached spreadsheets.

(RAM) RODS Aerial Mapping, LLC. -Aerial Mapping for Aerial LiDAR to include LiDAR Fixed Wing mobilization and data collection

Direct Expenses	\$ 17,700.00
FC 150 Mapping	\$ 117,000.00
Lump Sum Fee	<u>\$ 134,700.00</u>

Sub Provider: RODS Subsurface Utility Engineering, Inc.
Specified Rate Fee Payment Basis

Salary Classification		Contract Rate	Hours	Total
Project Manager		\$199.84	34	\$6,794.56
Engineer		\$96.62	70	\$6,763.40
Engineer-In-Training		\$85.00	20	\$1,700.00
Senior CADD Operator		\$102.48	0	\$0.00
CADD Operator		\$93.70	0	\$0.00
Admin/Clerical		\$65.00	20	\$1,300.00
Senior Engineer		\$178.61	0	\$0.00
	Vacuum Excavation Vehicles (Mobilization)	\$4.00		\$0.00
	Pavement Coring	\$250.00		\$0.00
	Traffic Control Devices	\$500.00		\$0.00
SUE Quality Level C & D				
(Includes labor and equipment for records research, CADD and mapping.)		\$0.70	1	\$0.70
SUE Quality Level B - Utility Designation				
(Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.)	LF	\$1.45	55,749	\$80,836.14
SUE Field Services				
One (1) Designating Person with equipment	Hour	\$105.00	1	\$105.00
Two (2) Designating People with equipment	Hour	\$175.00	30	\$5,250.00
SUE Quality Level A Testholes				
(Per testhole depth)				
	Level A: 0 to 4.99 ft.	\$965.00		\$0.00
	Level A: > 5 to 7.99 ft.	\$1,330.00		\$0.00
	Level A: > 8 to 12.99 ft.	\$1,600.00		\$0.00
	Level A: > 13 to 19.99 ft.	\$2,100.00		\$0.00
	Level A: > 20 ft.	\$155.00		\$0.00
Labor Totals	(see attached)		144	\$16,557.96
Unit Cost				\$86,191.84
Direct Expenses	(see attached)			\$12,017.00
QLB SUE Survey performed by RODS Surveying	(see attached)			\$13,800.00
Subtotal for Offsite Resources				\$128,566.80
0 Total Testholes				

RODS Subsurface Utility Engineering, Inc. Service to Be Provided		Unit	Fixed Cost	Maximum Cost	Quantity	Total
Travel						
Lodging/Hotel (Taxes / fees not included)		day/person		\$ 102.00	60	\$ 6,120.00
Lodging/Hotel - Taxes and fees		day/person		\$ 35.00	60	\$ 2,100.00
Meals (Excluding alcohol & tips) (Overnight stay required)		day/person		\$ 56.00	60	\$ 3,360.00
Mileage		mile		\$ 0.575	760	\$ 437.00
Miscellaneous						
Car Rental		day		\$ 30.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)		day		\$ 3,000.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)		day		\$ 2,500.00		
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)		day		\$ 1,375.00		
Attenuator trucks - (lane/Shoulder Closure) (Includes labor, equipment and fuel)		day		\$ 400.00		
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)		day		\$ 250.00		
TOTAL						\$ 12,017.00



Date: 12/9/2019
Job Description: East Loop
Limits:
Client: S & B Infrastructure
Budget: \$13,800.00
RODS Job No. 423-21835-xxx

Classification	RODS Job No. 423-21835-xxx									
	PRINCIPAL	RPLS	SENIOR	OPERATOR	CADD	OPERATOR	CADD	CLERICAL	ADMIN	3-MAN
Labor Rates	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR	PER/HR
QLB SURVEY	\$ 129.00	\$ 180.53	\$ 115.00	\$ 100.00	\$ 65.00	\$ 190.00	\$ 85.29			
Item	Task Description									
1	QLB SURVEYING SERVICES									
		6				65				71
										\$ 13,433.18
2										
										\$ -
3										
										\$ -
4										
										\$ -
TOTAL LABOR COST										
	\$ 0	\$ 1,083.18	\$ 0	\$ 0	\$ 0	\$ 12,350.00	\$ 0	\$ 0	\$ 0	\$ 13,433.18
DIRECT EXPENSES										
Materials and Shipping (\$25.00 per package)										
Mileage 477 Miles X \$0.58/Mi.										
Courier Services (\$40.00 each)										
TOTAL DIRECT EXPENSES										
										\$366.82
TOTAL										
										\$13,800.00

**4-L CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 11
WITH S&B INFRASTRUCTURE FOR THE MORRISON ROAD PROJECT.**

WORK AUTHORIZATION NO. 11

This Work Authorization is made as of this 12th day of December, 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: ***Professional services including: Providing Engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed Morrison Road Project.***

Section A. - Scope of Services

A.1. **GEC** shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B 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 in 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 \$511,453.12, based on the attached fee estimate as 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**.

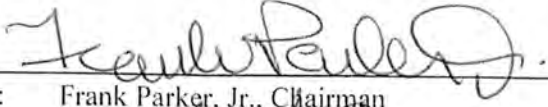
Section E. - Other Provisions

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: 12/12/19

S&B INFRASTRUCTURE, LTD.

By: 
Name: Daniel O. Rios, PE, President
Date: _____

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Scope of Services
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

Morrison Road APD

LOCATION MAP:



In addition to the services listed in the Agreement, the Cameron County Regional Authority (AUTHORITY) will provide the following services:

1. The AUTHORITY will collect and provide hard copy and digital copy of previously completed work, cost estimates, design files for exhibits, record drawings, public involvement, traffic data for roadway, property ownership digital mapping, survey ground control and public utility information as required to complete the task.
2. The AUTHORITY shall provide timely approvals and responses, enabling the project to move forward smoothly and with minimal delay. When delays in issuing approvals and responses are anticipated by the AUTHORITY, the AUTHORITY will communicate this to the CONSULTANT and allow project schedule to be adjusted accordingly.
3. Advertise for Public Meetings.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
Morrison Road APD

County: Cameron
Highway: Morrison Road
CSJ: 0921-06-291
Limits: From: FM 1847 to FM 511
Project Length: Approximately 4 miles



Project Overview:

The CONSULTANT under this Work Authorization will provide engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed Morrison Road Project, when used in conjunction with existing roadways will provide an additional east-west roadway within the City of Brownsville, will provide an alternative route for police, fire and medical services; thus, facilitating efficient and timely emergency response. The tasks associated with this project will include the development of the necessary environmental documentation, alternatives assessment and related public involvement activities within

an 18-month period. The assumption for Project Management services is reflected for an 18-month period.

Alternative Analysis/Schematic/Environmental Process Completion – Tasks include an alternative analysis where property owners in the immediate vicinity of the project will be notified and afforded an opportunity to provide feedback, specific alignment will be developed and a right-of-way footprint established, development of the schematic design, agency coordination and the appropriate environmental documentation for connections to roadways on the State Highway System.

The CONSULTANT will perform these tasks according to Exhibit C, Work Schedule. The CONSULTANT will function as an extension of the AUTHORITY's resources by providing qualified technical and professional personnel. Services to be provided by the CONSULTANT will be performed under the direction of the AUTHORITY for each task described below for the project limits depicted.

SCOPE OUTLINE:

TASK 110 – ROUTE AND DESIGN STUDIES

Task 110.01 – DATA COLLECTION/EXISTING CONDITION ANALYSIS

- Subtask 110.01.01 – Data Collection
- Subtask 110.01.02 – Existing Conditions Assessment
- Subtask 110.01.03 – Right-of-Way (ROW) Research & Right of Entry
- Subtask 110.01.04 – Alternative Analysis

Task 110.02 – PRELIMINARY ENGINEERING SERVICES

- Subtask 110.02.01 – Preliminary Design Concept Conference
- Subtask 110.02.02 – Preliminary Horizontal and Vertical Conceptual Design (Part of Subtask 110.01.04)
- Subtask 110.02.03 – Preliminary ROW Requirements – Preferred Alternative
- Subtask 110.02.04 – Preliminary Utility Location Investigations – Preferred Alternative
- Subtask 110.02.05 – Preliminary Hydraulic Evaluations (Part of Subtask 110.01.04)
- Subtask 110.02.06 – Preliminary Construction Cost Estimate – Preferred Alternative
- Subtask 110.02.07 – Preliminary Constructability Reviews – Preferred Alternative
- Subtask 110.02.08 – Preliminary Engineering Text and Coordination for EA Development – Preferred Alternative

Task 110.03 – GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT

- Subtask 110.03.01 – Typical Sections
- Subtask 110.03.02 – Geometric Design (Horizontal and Vertical Control)
- Subtask 110.03.03 – Preliminary Design Cross Sections
- Subtask 110.03.04 – Schematic Plan Preparation
- Subtask 110.03.05 – Hydrology and Hydraulic Studies/Drainage Design
- Subtask 110.03.06 – Preliminary Bridge Layout Preparation (Typical Bent Sizing and Numbers)

Task 110.04 – PRELIMINARY ENGINEERING REPORT (PER) PREPARATION

- Subtask 110.04.01 - PER

Task 110.05 – MILESTONE SUBMITTALS AND REVIEW

- Subtask 110.05.01 – 30% Complete Schematic Review Package
- Subtask 110.05.02 – Preliminary Design Cross Sections
- Subtask 110.05.03 – 60% Complete Schematic Review Package
- Subtask 110.05.04 – 90% Complete Schematic Review Package
- Subtask 110.05.05 – 100% Complete Schematic Review Package
- Subtask 110.05.06 – TxDOT Review

Task 110.06 – BASE AND SOIL TESTING AND CORE DRILLING

- Subtask 110.06.01 – Geotechnical Drilling Services
- Subtask 110.06.02 – Geotechnical Laboratory Testing Services
- Subtask 110.06.03 – Geotechnical Engineering Services
- Subtask 110.06.04 – Preliminary Pavement Design

Task 110.07 – TRAFFIC FORECASTING

Forecasting prepared under previous work order.

Task 110.08 – TRAFFIC OPERATIONAL ANALYSIS

Requirement to be Determined as Project Progresses

TASK 120 – SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

Task 120.01 – PUBLIC INVOLVEMENT

Subtask 120.01.01 – Mailing List

Subtask 120.01.02 – Public Involvement Plan

Subtask 120.01.03 – Public Meetings

Subtask 120.01.04 – Public Hearing

Task 120.02 – ENVIRONMENTAL DOCUMENTATION

Subtask 120.02.01 – General

Subtask 120.02.02 – Documentation

Subtask 120.02.03 – Environmental Assessment (EA) Content and Format

Subtask 120.02.04 – Community Impacts

Subtask 120.02.05 – Historic Resource Identification, Evaluation and Documentation Services

Subtask 120.02.06 – Archeological Background Studies

Subtask 120.02.07 – Air Quality Studies [OMIT]

Subtask 120.02.08 – Traffic Noise Studies

Subtask 120.02.09 – Clean Water Act Section 303(d) and Other Impaired Waters

Subtask 120.02.10 – Clean Water Act, Section 404

Subtask 120.02.11 – Floodplain Impacts

Subtask 120.02.12 – Stormwater Permits (Section 402 of the Clean Water Act)

Subtask 120.02.13 – USACE Permits [OMIT]

Subtask 120.02.14 – USCG Section 9 Permit (33 USC 401) [OMIT]

Subtask 120.02.15 – Fish and Wildlife Coordination Act (FWCA)

Subtask 120.02.16 – Threatened or Endangered Species

Subtask 120.02.17 – Invasive Species

Subtask 120.02.18 – Essential Fish Habitat

Subtask 120.02.19 – Beneficial Landscaping

Subtask 120.02.20 – Farmland Impacts

Subtask 120.02.21 – Initial Assessment of Hazardous Materials Impacts

Subtask 120.02.22 – Section 4(f) Evaluations

Subtask 120.02.23 – Section 6(f) Evaluation

Subtask 120.02.24 – Indirect and Cumulative Impacts (ICI) Analysis

Subtask 120.02.25 – Re-evaluation [OMIT]

Subtask 120.02.26 – Reference Documents

TASK 145 - PROJECT ADMINISTRATION AND COORDINATION

Subtask 145.01.01 – General Administration

SCOPE DETAILS:

The following Scope of Work describes the task details that are included in the Services to be provided by the CONSULTANT in the Work Authorization.

TASK 110 – ROUTE AND DESIGN STUDIES

Subtask 110.01.01 – Data Collection

The CONSULTANT will collect information required for an alternative analysis. Additional information will also be required in the development of the recommended preferred alternative. It is anticipated that the project will have three (3) reasonable alternatives including one (1) recommended preferred alternative. The CONSULTANT will review previously assembled and documented project data and supplement it for the alternatives as necessary and /or as deemed necessary by the AUTHORITY, including:

- A) Field Reconnaissance, photographs, mapping data, seasonal traffic data, transportation reports, regional master plans – the CONSULTANT will conduct detailed field reconnaissance for the reasonable alternatives to establish the validity of previously collected data and supplement data where necessary.
- B) Update summary document listing data collected, basic information on data collected and how it will, may be or has been applied.

Subtask 110.01.02 – Existing Condition Assessment

The CONSULTANT will assess the exiting conditions of the reasonable alternatives (3) and provide an overall analysis of the existing conditions and features for each. Site visits and field investigations will be utilized to augment existing data and fill data void. This assessment will include:

- A) Geometric Features – Assess public ROW widths and easements along the proposed route, horizontal and vertical alignments of FM 1847 and FM 511 and major cross streets, pavement cross sections and pavement types, intersections lane widths and configurations and stopping sight distances.
- B) Traffic Control / Illumination Features – Assess existing signing features, safety lighting and continuous illumination requirements and warrants.
- C) Accident Data – Accident frequencies and their critical locations with respect to City documents.
- D) Drainage Data – Drainage and irrigation structures.
- E) Environmental Features and Constraints – including but not limited to the identification of wetlands, special aquatic sites, habitat features, parklands and managed lands, cultural resources, neighborhoods and existing / proposed development.
- F) The CONSULTANT will obtain necessary project-related Geographic Information System (GIS) based roadway map data and aerial photography for the project study area provided by the AUTHORITY (Some or all of this data may have already been provided to the CONSULTANT in connection with other ongoing projects).
- G) The CONSULTANT will obtain from the AUTHORITY an electronic copy of the approved MPO TransCAD model.
- H) Prepare summary document describing assessments of existing condition analyses.

Deliverable:

- Existing Conditions Summary Report

Subtask 110.01.03 – Right-of-Way (ROW) Research and Mapping & Right of Entry

The CONSULTANT will review existing ROW information provided by the AUTHORITY and will develop preliminary ROW ownership maps (based upon existing mapping and topography) showing existing apparent ROW lines. These apparent ROW lines will be used to delineate the existing ROW limits on the alternative layouts. The CONSULTANT will also obtain uncontrolled property line information from the Cameron County Appraisal District property tax roll maps and best fit the property lines to the alternative base map.

Deliverables:

- Update summary documents on existing conditions
- Draft Property Ownership lines in electronic format and an alternative base map

Subtask 110.01.04 – Alternative Analysis

These Route and Design Studies services shall apply to all three (3) reasonable alternative alignments.

- A) Preliminary Horizontal Conceptual Design - The CONSULTANT will prepare conceptual horizontal design for three conceptual alignments. Coordination with Environmental team will be required during alignment refinements as drawings will be developed for use of determining environmental impacts. Should additional horizontal alignments be prepared, a supplemental work authorization will be required.
- B) Preliminary ROW Requirements - Preliminary ROW requirements for 3 conceptual designs shall be determined using roadway functional classification, consideration of environmental impacts, design criteria, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated.
- C) Preliminary Utility Location Investigations - The CONSULTANT will investigate the utility impacts for each conceptual design alternative for potential conflicts.
- D) Preliminary Hydraulic Evaluations - For each reasonable alternative alignment, the CONSULTANT will perform a preliminary drainage evaluation. The CONSULTANT will coordinate with the AUTHORITY, GEC OVERSIGHT TEAM and TxDOT as needed to provide continuity and consistency of the preliminary analysis of the proposed drainage features and systems. The CONSULTANT will adhere to the criteria set forth by the AUTHORITY in the hydrology and hydraulic design guidelines technical memorandum. The CONSULTANT will include significant preliminary hydrologic and hydraulic considerations in the development and assessment of alternative alignments for the project. Significant preliminary considerations include preliminary assessment of design elevations for various modes to ensure desired performance for hurricane evacuation and a preliminary assessment of the impacts to FEMA-regulated floodplains and the CONSULTANT will obtain Local and Regional Drainage analysis guidelines through coordination with local and regional Drainage authorities.

Tasks to be performed by the CONSULTANT to accomplish a preliminary hydrology and hydraulic assessment include, field investigations, data gathering, agency coordination, and determination of issues/concerns and how drainage would be handled. No calculations will be conducted until a recommended preferred alignment is identified and the CONSULTANT has been notified by the AUTHORITY to perform the preliminary calculations associated with the assessment. Tasks include the following:

- 1) Field Investigations and Data Gathering.
 - a. Obtain relevant existing hydrologic and hydraulic models if available.
 - b. Obtain and evaluate available studies and reports relevant to hydrologic and hydraulic design from local Irrigation & Drainage Districts.
 - c. Investigate applicable design criteria, regulations, and guidance.
 - 2) For each alternative, identify:
 - a. Issues/Concerns.
 - b. Drainage handling.
 - 3) Agency Coordination
 - a. FEMA coordination – The CONSULTANT shall identify and document issues that will require coordination with FEMA, Cameron County, City of Brownsville, including a discussion on the cities’ participation in the National Flood Insurance Program, location of existing and proposed floodplain encroachments, impacts of improvements on floodplains and need for future map revisions (CLOMRs/LOMRs). The CONSULTANT shall develop a preliminary technical summary and provide it to the AUTHORITY in support of the discussion regarding affects the project has on FEMA designated SFHAs.
 - b. Drainage and Water District coordination – The CONSULTANT shall coordinate with Cameron County, City of Brownsville, and applicable Cameron County Irrigation Drainage Districts for issues including outfall of storm water runoff into the neighboring drainage channels, as necessary. This coordination may include consideration of industrial stormwater or wastewater discharges in these districts.
 - c. Other Agencies – Other agencies identified during the data gathering phase of this task will be contacted as necessary in relation to the preliminary drainage assessment.
- E) Preliminary Construction Cost Estimates - The CONSULTANT will prepare a preliminary opinion of probable construction cost for the preferred alternative that includes preliminary ROW costs, landscape costs and utility adjustments. Unit costs will be based statewide and/or Pharr District average unit prices, from the TxDOT website. Preliminary cost estimates will include an approximate 20% contingency and shall be updated for every stage of the milestone completion in a higher degree of detail, as more information is obtained and developed.

Deliverables:

- Alternative Analysis Report
 - Alternative Descriptions/Conceptual Design
 - Preliminary ROW Requirements
 - Preliminary Utility Matrix
 - Preliminary Construction Estimate
 - Preliminary Hydraulic Structure Sizing

TASK 110.02 – PRELIMINARY ENGINEERING SERVICES

These preliminary engineering services shall apply to all three (3) reasonable alternative alignments.

Subtask 110.02.01 – Preliminary Design Concept Conference

- A) The CONSULTANT will prepare the draft Design Summary Report (DSR) for the Preliminary Design Concept Conference (PDCC). The draft DSR information will include the PDCC comments and concurrence, suggested attendance and suggested agenda. The draft DSR will be submitted to the AUTHORITY for review prior to conducting the PDCC.
- B) The CONSULTANT, in cooperation with the AUTHORITY, will conduct and document the PDCC meeting. The CONSULTANT will provide up to two (2) copies of plots, plans and related drawings of recommended alternative (1 anticipated) as appropriate for the PDCC meeting. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on the following:
 - 1) Review of DSR.
 - 2) Establish design parameters for geometrics.
 - 3) Identify the key engineering and environmental constraints.
 - 4) Specific issues for focus during the engineering plan development.
 - 5) Identification of desired bicycle and pedestrian facilities and amenities.
 - 6) Identification of potential landscape and hardscape improvements and locations in accordance with the CSS findings.
 - 7) Project development schedule
 - 8) Other issues as identified by the AUTHORITY.
- C) Within one (1) week after conducting the PDCC, the CONSULTANT will submit three (3) revised draft copies of the DSR to the AUTHORITY for review and approval. After AUTHORITY comments are incorporated, the CONSULTANT will prepare five (5) copies of the final DSR and submit along with meeting minutes to the AUTHORITY.

Deliverables:

- Design Summary Report – 3 draft copies and 5 final copies
- PDCC Meeting minutes

Subtask 110.02.02 – Preliminary Horizontal and Vertical Conceptual Design

Part of Subtask 110.01.04.

Subtask 110.02.03 – Preliminary ROW Requirements – Preferred Alternative

Preliminary ROW requirements shall be determined using roadway functional classification, consideration of environmental impacts, design criteria, access denial limits (control of access), utility corridor space requirements, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Cameron County Appraisal District for the specific parcels to be acquired. At this

time, it is anticipated a 120' ROW will be utilized.

Deliverable:

- Preliminary ROW technical memorandum

Subtask 110.02.04 – Preliminary Utility Location Investigations – Preferred Alternative

- A) The CONSULTANT will utilize existing plans; coordinate with utility companies, and visual field confirmation in the development of a preliminary utility location map.
- B) The CONSULTANT will participate in up to two (2) coordination meetings with designated AUTHORITY representatives and the utility companies' representatives to identify / confirm existing / proposed utilities, potential conflicts, review coordination progress and resolve outstanding issues.

Subtask 110.02.05 – Preliminary Hydraulics Evaluations

Part of Subtask 110.01.04.

Subtask 110.02.06 – Preliminary Construction Cost Estimates – Preferred Alternative

For the preferred alternative alignment and applicable modes, a preliminary opinion of probable construction cost that includes preliminary ROW costs, landscape costs and utility adjustments, will be prepared by the CONSULTANT. Unit costs will be based statewide and/or Pharr District average unit prices, from the TxDOT website. Preliminary cost estimates will include an approximate 20% contingency and shall be updated for every state of the milestone completion in a higher degree of detail, as more information is obtained and developed.

Because the CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet project schedules, the CONSULTANT'S opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. The CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

Subtask 110.02.07 – Preliminary Constructability Reviews – Preferred Alternative

The CONSULTANT will participate in constructability review for the project. Constructability reviews will be conducted on the preferred alternative alignment. The review will consider the constructability of the alternative based on known construction techniques and their relative cost and construction impacts to the surrounding area due to the various techniques.

Subtask 110.02.08 – Preliminary Engineering Text and Coordination for EA Development – Preferred Alternative

The CONSULTANT will prepare a draft text summarizing the findings of the various engineering studies and investigations.

- A) Summary of data collected and how it will, may be or has been applied.

- B) Photographic record of the project area.
- C) Summary of existing condition analysis.
- D) Alternatives assessment documentation report.
- E) DSR.
- F) Plan exhibits
- G) Preliminary ROW technical memorandum.
- H) Summary of preliminary utility conflict.
- I) Preliminary construction cost estimates.

Task 110.03 – GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT

The CONSULTANT will develop a schematic plan of the Recommended Preferred Alternative. Preliminary design considerations will include the following: design criteria (operation/safety), ROW requirements and project costs.

Subtask 110.03.01 – Typical Sections

The CONSULTANT will develop applicable typical sections of existing and proposed roadways at a proportional scale for incorporation into the schematic layout document. Typical section will include the following design elements:

- A) Centerline alignment.
- B) Profile grade line.
- C) ROW width (existing and proposed).
- D) Limits of proposed roadway.
- E) Concrete traffic barrier railing or fencing.
- F) Illumination.
- G) Median width (raised, depressed, painted) and slope.
- H) Sign structures.
- I) Shoulder widths.
- J) Curbs and curb offsets
- K) Lane widths.
- L) Clear zones.
- M) Bicycle facilities.
- N) Pavement structure.
- O) Pavement cross slope.
- P) Berms.
- Q) Border (utility corridor).
- R) Drainage structures (existing and proposed).
- S) Stormwater Best Management Practice (BMP) locations (if required)
- T) Ditches, including side slope rates for fills and cuts.
- U) Natural grade line.
- V) Traffic directional arrows.
- W) Typical section description, including stationing and location (median openings)
- X) Structure clearances, including horizontal and vertical clearances, airport clearances
- Y) Sidewalks.
- Z) Turn Lanes.
- AA) Super elevation limits, stationing and rate.

Subtask 110.03.02 – Geometric Design (Horizontal and Vertical Control)

The CONSULTANT will develop vertical and horizontal alignments using Geopak for main lanes, and cross streets. Geometric design will be developed in sufficient detail to determine basic engineering needs such as ROW, fill or embankment, retaining wall locations and surface drainage needs.

Subtask 110.03.03 – Preliminary Design Cross Sections

Preliminary design cross sections will be prepared at a maximum interval of 500 feet for roadway and specific elevated sections where there is a variation in profile. The preliminary design cross section will extend 15 feet beyond the limits of the proposed and/or existing ROW lines. Cross sections will be provided in hard copy and electronic Geopak format on a compact disk (CD). Information on each section will include existing ground line and proposed roadway template showing roadway and subgrade, or elevated bridge structures, as appropriate. Roadway excavation and embankment quantities will also be calculated for each section using the average end areas method. Cross sections will be provided on 11 x 17 sheets.

Subtask 110.03.04 – Schematic Plan Preparation

The CONSULTANT will develop the color schematic plan on planimetric base map to indicate general geometric features and location requirements of the project. All schematic design will be in conformance with American Association of State Highway and Transportation Officials (AASHTO) and the TxDOT Roadway Design Manual as shown in the references, except where variances are permitted in writing by the AUTHORITY. The schematic plan will be submitted for milestone reviews at 30%, 60%, 90% and 100% complete. Subsequent submittals of the schematic will be revised by the CONSULTANT to reflect the AUTHORITY's, and TxDOT's review comments from the previous submittal. The schematic plan and related drawings will be provided on 22" roll plots at a scale of 1"=200' horizontal and 1"=10' vertical. An electronic MicroStation DGN graphic file containing the approved schematic will be provided by the CONSULTANT.

The schematic plan will include the following:

A) General Information.

1. Design speed (mph).
2. Vicinity map, showing project location and north arrow.
3. North arrow and scale bar.
4. Traffic volume projections.
5. Texas county map, with city and district labeled.
6. Completed federal aid title block.
7. State plane coordinate reference, with datum and benchmark reference.
8. Preliminary "not a bidding document" stamp, with a Texas Licensed Professional Engineer (PE) signature, name, license number and date.
9. Copyright stamp.
10. Functional Classification
11. CSJ

B) Plan.

1. Calculated roadway baselines for the main lanes and all cross streets.
2. Beginning and ending project limits with stationing.

3. Alignment stationing.
4. Point of Intersection (PI) number and stations.
5. Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
6. Equations (if applicable), back station and forward station.
7. Super elevation type, transition length and beginning and ending station.
8. Pavement edges for all improvements (main lanes, frontage roads, ramps and cross streets).
9. Lane and pavement width dimensions.
10. Geometrics of speed change lanes.
11. Typical section location symbols.
12. Existing and proposed ROW, including ROW dimensions, access denial (control of access), tract lines, railroad ROW limits, city limits, section line and corners, subdivisions and easements.
13. Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
14. Median lines (raised, painted and transitions), median widths and openings.
15. Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration and deceleration lanes, climbing lanes and transitions.
16. Bridge and structure locations. (No bent design at this time)
17. Retaining wall locations, including beginning and ending station.
18. Proposed drainage requirements, such as the location of structures, inlets, manholes, trunk lines, channels, ditches, arroyos, retention/detention ponds.
19. Existing drainage features, such as structures, channels, ditches, arroyos, trunk lines, retention/detention ponds.

C) Profile.

1. Calculated profile grade for the main lanes and cross streets. Vertical curve data, including VPI number and station, length, “K” and “e” values and type of curve (crest or sag) will be shown. Profile grade information will be shown on all plan sheets.
2. Longitudinal slopes.
3. Equations.
4. Beginning and ending of project.
5. Super elevation, including normal crown limits, transition length, full superelevation length and rates.
6. Existing ground line profiles and proposed roadway profiles will be shown on the plans.
7. Cross street name, station and elevation.
8. Existing and proposed bridges.
9. Existing and proposed drainage features (structure, channels, ditches, arroyos, ponding areas), labeling station and invert elevation.

Subtask 110.03.05 – Hydrology and Hydraulic Studies/Drainage Design

For the Recommended Preferred Alternative the CONSULTANT will perform schematic level drainage evaluation and design for the schematic plan. The CONSULTANT will coordinate with the AUTHORITY, and TxDOT as needed to provide continuity and consistency of proposed drainage features and systems. The CONSULTANT will follow design methodologies and criteria contained in the TxDOT Hydraulic Design Manual to identify potential culvert crossing locations, outfalls and conceptual detention/retention locations.

Drainage analysis and maps will be prepared by the CONSULTANT with consideration of existing conditions and proposed improvements when a final configuration has been determined. Hydrologic discharge data will be established as needed for design. These services may require the use of hydrologic or hydraulics computer programs, such as: HY-8, HEC-RAS, HEC-1, HEC-HMS, GEOPAK Drainage, FHWA Hydraulic Engineering Circulars, other TxDOT hydraulic publications and any other pertinent software as approved by TxDOT.

Tasks to be performed by the CONSULTANT to accomplish hydrology and hydraulic studies and drainage design include the following:

A) Field Investigations and Data Gathering.

1. Conduct site visit to project to inspect watersheds and conditions of existing facilities.
2. Coordinate with the project geotechnical CONSULTANT regarding information on groundwater levels and soil conditions at locations throughout the site.
3. Obtain relevant existing hydrologic and hydraulic models.
4. Obtain and evaluate available studies and reports relevant to hydrologic and hydraulic design.
5. Investigate applicable design criteria, regulations, and guidance.
6. Compile and review available pertinent environmental data associated with drainage, hydrologic and hydraulics.

B) Hydrologic and Hydraulic Studies.

1. Design Criteria – The CONSULTANT will utilize the design criteria as provided in the TxDOT Hydraulic Design Manual to size drainage structures within each roadway section. The design will conform to all other applicable regulations, e.g. FEMA, TCEQ, USIBWC.
2. Perform hydraulic analysis and design of roadway cross drainage structures and roadway ditch capacity analysis, as required to develop anticipated project ROW requirements to accommodate drainage features. The design frequency will be based on roadway classification and conveyance capacity will be adequate to accommodate the appropriate design storm and to perform within an acceptable range for the check flood.
3. Design of ponds or other structures as needed for flood control. If needed, preliminary sizing will be provided and any additional ROW needed to accommodate proposed drainage facilities will be identified.

C) Design Documentation

1. Prepare a report which provides sufficient documentation to support the proposed design configuration, and summarizes the key assumptions and methodology used. The report will be signed and sealed by a (PE) employed by the CONSULTANT and include such key information as:
 - Project Background (location, existing conditions, significant design considerations)

- Design Criteria (design frequency, check flood, applicable regulations)
 - Hydrologic Study (assumptions, methodology, drainage area information, summary of results)
 - Hydraulic Study (assumptions, methodology, summary of results)
 - Attachments (electronic data/models, detailed input/output files)
2. Prepare engineer's construction cost estimate for drainage structures and conveyance systems.

D) Agency Coordination.

1. Federal Emergency Management Agency (FEMA) coordination – The CONSULTANT will identify and document issues that will require coordination with FEMA, Cameron County, City of South Padre Island, City of Port Isabel and Town of Laguna Vista, including a discussion on the cities' participation in the National Flood Insurance Program, location of existing and proposed floodplain encroachments, impacts of improvements on floodplains and need for future map revisions (Conditional Letter of Map Revision/Letter of Map Revision (CLOMRs/LOMRs)). The CONSULTANT will develop technical data and provide it to FEMA and Cameron County via the AUTHORITY in support of this discussion, as necessary.
2. Drainage and Water District coordination – The CONSULTANT will coordinate with Cameron County and appropriate irrigation/drainage districts for issues including outfall of storm water runoff into the neighboring drainage channels.as necessary.

Subtask 110.03.06 – Preliminary Bridge Layout Preparation (Typical Bent Sizing and Numbers)

All bridge structures shall be designed for HL-93 loading.

Bridge layout – The CONSULTANT will prepare a Preliminary Bridge Layout for hydraulic purposes only in accordance with the latest edition of TxDOT's Bridge Design Manual, Bridge Development Manual, Bridge Detailing Manual and TxDOT's Pharr District Bridge Checklist.

A) The Bridge Layouts in the Plan View shall contain the following information:

1. Horizontal curve information or bearing centerline.
2. Bearing of centerline or reference line.
3. Skew angle(s).
4. Slope of header banks and approach fills.
5. Control stations at beginning and ending of with bridge (with deck elevation).
6. Approach pavement and crown width.
7. Bridge roadway width and curbs, face of rail, shoulders or sidewalks.
8. Approach slab and curb returns.
9. Limits and type of riprap.
10. Proposed features under structure.
11. Location of profile grade line.
12. North Arrow.
13. Typical bridge roadway section including preliminary proposed beam types.
14. Cross slope and super elevation data.
15. Minimum horizontal and vertical clearance.
16. Location of soil core holes (station and offset).
17. Bent stations and bearings.
18. Retaining wall locations.
19. Traffic flow directional arrows.
20. Railing types shown.

B) Bridge Layouts in Elevation View should contain the following:

1. Type of foundation with preliminary sizing of footing cap.
2. Finished grade elevations at beginning and end of bridge.
3. Overall length of structure.
4. Length, type of spans and units.
5. Type of railing.
6. Minimum calculated vertical clearance(s).
7. Existing and proposed ground lines clearly marked.
8. Grid elevations and stations.
9. Bent numbers encircled.
10. Profile grade data.
11. Type of riprap.
12. Soil Core Hole information.
13. Column "H" heights.
14. Number, size, and length of columns/piers/piles.

C) Additional layout requirements for waterway structures and bridge classification culverts:

1. Design and 100-year peak discharges.
2. Design and 100-year high water (HW). Any recorded HW data available?

3. Natural and through bridge velocities for design and 100-year floods.
4. Calculated backwater for design and 100-year floods.
5. Direction for waterway crossings.
6. Contours for water crossings.

Deliverables:

- Typical Sections
- Preliminary Design Cross Sections (60%, 90%, and 100%) at 500' Intervals.
- Schematic (30%, 60%, 90%, and 100%)
- Hydrology and Hydraulic Analysis Report (60%, 90%, and 100%)
- Preliminary Bridge Layouts (30%, 60%, 90%, and 100%)

Task 110.04 – PRELIMINARY ENGINEERING REPORT (PER) PREPARATION

Subtask 110.04.01 – PER

The CONSULTANT will prepare a draft PER summarizing the findings of the various engineering studies and investigations. The preferred sheet sizes for the report are 11"x17" (landscape) and 8.5" x 11" (portrait). The draft PER will be submitted at 30%, 60% and 90% complete milestone reviews and will contain sufficient detail to reflect the applicable completion milestone submittal. The CONSULTANT will prepare a final PER for submittal with the 100% complete milestone review. The PER will be signed and sealed by a PE employed by the CONSULTANT and include key information such as the following:

- A) Summary of data collected and how it will, may be, or has been applied.
- B) Photographic record of project area.
- C) Summary of existing condition analysis.
- D) Alternatives assessment documentation report.
- E) Design Summary Report (DSR).
- F) Plan and profile exhibits
- G) Preliminary ROW technical memorandum.
- H) Summary of preliminary utility conflicts.
- I) Preliminary construction cost estimates.

Deliverables:

- Draft PERs to accompany 30%, 60% ,90% (as described in Task 110.04)
- Ten (10) copies and a pdf of the final PER (as described in Task 110.04)

Task 110.05 – MILESTONE SUBMITTALS AND REVIEWS

The CONSULTANT will assemble and submit the required number of below specified deliverables simultaneously to the AUTHORITY. The specified number of deliverables shown will be submitted to the AUTHORITY. The AUTHORITY will ultimately determine if a submittal review meeting (SRM) is necessary. Review meetings will be planned for budgetary purposes but will only be held if so directed by the AUTHORITY.

Subtask 110.05.01 – 30% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 30% complete schematic review package.
- 1) Ten (10) copies of the PER including the following:
 - Summary of data collected and how it will, may be or has been applied
 - Photographic record of project area
 - Summary of existing condition analysis
 - Alternatives assessment documentation report
 - DSR
 - Preliminary construction cost estimate
 - 2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the schematic plan and related drawings (22" wide roll plots).
 - 3) Ten (10) copies of the hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
 - 4) One (1) copy of markups of internal QC review documents, including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 30% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.05.02 – Preliminary Design Cross Sections

The CONSULTANT will submit between the 30% and 60% SRMs, one (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections.

Subtask 110.05.03 – 60% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 60% complete schematic review package.
- 1) Ten (10) copies of the PER consisting of refined information from the 30% review submittal.
 - 2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
 - 3) Five (5) copies of Form 1002 "Proposed Basic Design Data," including documentation of preliminary design exceptions and waivers as applicable and one (1) copy of all associated electronic files.
 - 4) Ten (10) copies the refined hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
 - 5) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 60% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.05.04 – 90% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 90% complete schematic review package.
- 1) Ten (10) copies of the refined PER.
 - 2) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined

- schematic plan (with cross sections) and related drawings (22" wide roll plots).
- 3) Ten (10) copies of refined hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.
- B) The CONSULTANT will prepare for and attend a 90% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.05.05 – 100% Complete Schematic Review Package

The CONSULTANT will print/plot, assemble and submit the following for the 100% complete schematic review package:

- A) Ten (10) bound and one (1) unbound copy of the final PER and one (1) copy of all associated electronic files.
- B) Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK).
- C) Five (5) copies of Form 1002 "Proposed Basic Design Data" page 3 of 3 and one (1) copy of all associated electronic files.
- D) Ten (10) copies of the final hydraulic report showing information gathered and calculated in the hydrologic and hydraulic studies and schematic plan preparation.

Subtask 110.05.06 – TxDOT Review

- A) The CONSULTANT will plot and submit five (5) copies of the AUTHORITY approved schematic plan for subsequent submittal by the AUTHORITY to TxDOT for approval. The TxDOT's design division will provide any necessary review and coordination with FHWA, as applicable.
- B) As deemed necessary by the AUTHORITY, if there are any changes made to the schematic following approval from the design division and FHWA and after the public hearing, the CONSULTANT will plot and submit the five (5) copies of the revised schematic as directed by the AUTHORITY.

Deliverables:

- Meeting minutes for all meetings attended
- 30% complete schematic review package
- One (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections
- 60% complete schematic review package
- 90% complete schematic review package
- 100% complete schematic review package
- Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK) for design division and FHWA review
- If deemed necessary by the AUTHORITY, five (5) sets of the revised final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK)

Task 110.06– BASE AND SOIL TESTING AND CORE DRILLING

The CONSULTANT will provide soil testing and soil exploration to determine the subsurface stratigraphy and to evaluate the engineering properties of the soil to provide recommendations pertaining to the roadway, bridge, approach embankment, and miscellaneous structure design and construction.

Since subsurface conditions can change over time due to both natural and manmade forces, including changes in condition or use of adjacent properties, CONSULTANT nor its geotechnical or material testing subconsultants shall be held responsible if the conditions encountered after the date of this analysis are different from those inferred by the test borings and laboratory test results, or the project details and information provided to CONSULTANT or its subconsultants changes. Any recommendations made by CONSULTANT and/or its subconsultants hereunder are an expression of each party's professional experience and opinion and are based upon their knowledge, information and belief. No other warranty is either expressed or implied. Any use or reuse of the report for any purpose other than as specifically intended hereunder without written verification by CONSULTANT shall be at user's own risk.

The services will include the following:

Subtask 110.06.01 – Geotechnical Drilling Services

The CONSULTANT will coordinate with the AUTHORITY for verification of project vicinity map indicating general boring site locations.

The CONSULTANT will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization:

- Pavement Boring – 12 Borings will be drilled at approximate 2,000 foot spacing along the project alignment (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground)

The CONSULTANT will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The AUTHORITY will be responsible to provide any necessary permits or authorization to access areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the AUTHORITY. All boring locations will be documented with GPS coordinates. Field survey and tie-down locations of all borings will be the responsibility of the AUTHORITY.

The borings will be advanced to the specified depth(s) and in-situ soil testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures and Geotechnical Manual (Tex-132-E – Texas Cone Penetration (TCP)). The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The CONSULTANT will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of natural moisture content and to reduce the possibility of damage during

transportation to the soil testing laboratory facility.

Drilling services will include an initial water strike depth and a 24-hour water level reading at each boring location. Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there is insufficient soil cuttings available, alternate fill will be used to backfill the completed boreholes.

Subtask 110.06.02 – Geotechnical Laboratory Testing Services

Geotechnical laboratory testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Laboratory testing will be performed in general accordance with ASTM and/or TxDOT Standard Test Procedures. Testing shall include the following test procedures:

- 1.) Lab. Determination of Moisture in Soils (Tex-103-E)
- 2.) Atterberg Limits (Tex-104-E, 105-E, 106-E)
- 3.) Gradation (Full) (Tex-110-E)
- 4.) Gradation (-200) (Tex-111-E)
- 5.) Sulfate Content of Soil (Tex-145-E)
- 6.) Lime Series Testing – pH Relation (Tex-121-E, Part 3)

Subtask 110.06.03 – Geotechnical Engineering Services

Prior to beginning the geotechnical report, the CONSULTANT shall collect, review and evaluate all available existing data pertaining to the project and assemble a reference file of existing data.

The CONSULTANT will utilize information gathered from the field and laboratory testing to provide the AUTHORITY with Geotechnical Engineering results and analyses for the project. The findings and conclusions derived from the results and analyses will be presented in an engineering report and provided to the AUTHORITY (electronic .pdf medium only). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and engineering recommendations as follows:

- 1.) Pavement Subgrade Stabilization Analysis & Recommendations
- 2.) Flexible Pavement Design (Using FPS 21 w/ Triaxial Check – Various Designs)
- 3.) Pavement Material Recommendations
- 4.) Pavement Design Report (including Geo Report)
- 5.) Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide both geometric modeling and foundation selection and design as well as provide assistance in the preparation of specifications for the project.

Subtask 110.06.04 – Preliminary Pavement Design

An investigation shall be made to design the preliminary proposed pavement structure. A flexible and rigid pavement design shall be evaluated.

Deliverable:

- Preliminary Pavement Design Report

Task 110.07 – TRAFFIC FORECASTING

Prepared under previous work order.

Task 110.08 – TRAFFIC OPERATIONAL ANALYSIS

Requirement to be Determined as Project Progresses

TASK 120 – SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

It is anticipated that an EA would be the appropriate level of documentation to be prepared for this project. The CONSULTANT will perform tasks to complete environmental studies and public involvement to advance the project through final NEPA approval. The EA will document the social, economic, and environmental conditions and potential impacts of the proposed project and will contain sufficient detail to meet regulatory requirements for legal sufficiency.

Task 120.01 – PUBLIC INVOLVEMENT

The CONSULTANT will provide public involvement support throughout the Environmental Assessment development. All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.50, Code of Federal Regulations Title 23, Part 771 and the AUTHORITY'S latest policies, procedures and guidance.

Subtask 120.01.01 – Mailing List

The CONSULTANT shall develop a project mailing list. The mailing list shall include the owners of property adjacent to the build alternatives, elected officials and others who have requested notification of public involvement activities.

Deliverable:

- Project Database/Mailing List

Subtask 120.01.02 – Public Involvement Plan

The CONSULTANT will develop a Public Involvement Plan for the project. The plan will specify all activities to be performed and alternatives to be discussed during public involvement activities. Public involvement activities will be carried out in compliance with EO 13166 and EO 12898. The plan will also include outreach strategies for both the general public and targeted strategies for Environmental Justice and Limited English Proficiency populations.

Subtask 120.01.03 - Public Meetings

The CONSULTANT will make all arrangements for two (2) public meetings. All public involvement procedures shall be conducted in accordance with 43 Texas Administrative Code (TAC) 2.40-2.50, Code of Federal Regulations, Title 23, Part 771 and TxDOT's Environmental Manual. The public

meetings will be coordinated and held in accordance with the following:

- A) The CONSULTANT will prepare and present two (2) public meetings, anticipating up to 100 attendees. There will be an open house format for the first public meeting and comments would be received. Presentations would be conducted during the second public meeting. The CONSULTANT will secure the site for the date agreed upon for the public meetings. The CONSULTANT will make arrangements for a one (1) court reporter and one (1) Spanish interpreter to be present at each meeting. A/V provisions will not be provided.
- B) The CONSULTANT will develop one (1) legal notice in preparation for the meetings. The notice will be translated into Spanish. The notice will be submitted to the CCRMA, and the TxDOT Pharr District for approval. The English and Spanish notice will be placed in two local papers (one published in English, one published in Spanish) and will include a project location map. The notice will be published thirty (30) days and ten (10) days before the public meeting (published a total of eight (8) times).
- C) The CONSULTANT will prepare and mail the meeting legal notice (English and Spanish) to abutting landowners (up to 50).
- D) The CONSULTANT will prepare a letter of invitation for local and state elected officials, which will be printed by the CONSULTANT, and signed and mailed by the AUTHORITY. The CONSULTANT will prepare and update a mailing list of elected officials (up to 15).
- E) In addition, the CONSULTANT will prepare three handouts (comment form, location map, and project overview), indoor and outdoor signage, sign-in sheets, and exhibit boards (16 per meeting). All materials will be translated into Spanish.
- F) The CONSULTANT will provide a project director, two (2) project engineers, two (2) environmental staff, and one (1) public involvement staff members to attend the public meeting for the purpose of providing informational materials regarding the project, addressing local concerns regarding the proposed roadway project, staffing the sign-in table and providing meeting management.
- G) The CONSULTANT will prepare a Summary and Analysis Report in the format required by TxDOT. The CONSULTANT will provide an electronic copy of the Draft Summary and Analysis Report for CCRMA for review. The CONSULTANT will provide a maximum of three (3) copies and an electronic copy of the draft and final Open House Report for TxDOT review.

Deliverables:

- Draft Legal Notice
- Final Notice (English)
- Final Notice (Spanish)
- Letter of Invitation to public officials
- Meeting Handouts (comment form, location map, project overview)
- Summary and Analysis Report (electronic copies in pdf, word or excel)
- Exhibit Boards (up to 16 per meeting/hearing)

Subtask 120.01.04 – Public Hearing

Upon determination of the EA as “satisfactory for further processing”, the CONSULTANT shall prepare and coordinate with the AUTHORITY and TxDOT Pharr District a public notice to conduct a public hearing or Afford an opportunity for a Public Hearing. The final notice shall be translated to Spanish and published in one (1) English newspaper and one (1) Spanish newspaper. Both papers are to have circulation in the project area.

Deliverables:

- Draft Notice (for a Public Hearing)
- Final Notice - English (for a Public Hearing)
- Final Notice – Spanish (for a Public Hearing)

Task 120.02 – ENVIRONMENTAL DOCUMENTATION

Subtask 120.02.01 – General

Each environmental service provided by the CONSULTANT shall have a deliverable. Deliverables shall summarize the methods used for the environmental services and shall summarize the results achieved. The summary of results shall be sufficiently detailed to provide satisfactory basis for thorough review by the AUTHORITY, the State, and (where applicable) agencies with regulatory oversight. All deliverables shall meet regulatory requirements for legal sufficiency and shall adhere to the requirements for reports enumerated in the State’s NEPA MOU.

a. Quality Assurance/Quality Control Review

For each deliverable, the CONSULTANT shall perform quality assurance quality control (QA/QC) reviews of environmental documents and on other supporting environmental documentation to determine whether documents conform with:

- Current Environmental Compliance Toolkit guidance published by the State’s Environmental Affairs Division and in effect as of the date of receipt of the documents or documentation to be reviewed;

b. Submission of Deliverables

- Deliverables shall consist of technical reports of environmental services performed in addition to Environmental Assessment (EA) document.
- All deliverables must comply with all applicable state and federal environmental laws, regulations and procedures and include all items listed in the Environmental Document Review Checklist.
- On the cover page of each technical report, environmental assessment (EA), finding of no significant impact (FONSI prepared under the authority granted by this MOU, the Consultant shall insert the following language in a way that is conspicuous to the reader:
"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."

Subtask 120.02.02 – Documentation

Documentation must be produced before an environmental document (e.g. EA) is prepared in order to identify issues early in the process. The State will determine what reports and documentation will be

necessary for any given project. Reports and documentation must be prepared for the AUTHORITY/State with sufficient detail and clarity to support environmental determination(s).

Subtask 120.02.03 – Environmental Assessment (EA) Content and Format.

- The EA shall meet the requirements of 23 CFR §771.119 and TAC, Title 43, Part 1, Chapter 2. The EA content shall be in sufficient detail to meet regulatory requirements for legal sufficiency and include all items listed in the Environmental Document Review Checklist.
- Exhibits to be included in reports or EAs shall not exceed 11” by 17,” and shall be in color. Text pages shall be 8.5” by 11”. Exhibits and text in reports or EAs shall be neat and reproducible via photocopying without loss of legibility.
- The EA shall use good quality maps and exhibits and shall incorporate by reference and summarize background data and technical analyses to support the concise discussions of the alternatives and their impacts. The CONSULTANT shall follow the Environmental Assessment Outline and the Environmental Handbook: Preparing an Environmental Assessment located in the Environmental Compliance Toolkits located on the TxDOT website.

Minimum Deliverables:

(Additional deliverables to be identified in a work authorization based on work assigned.)

- Preliminary Draft EA for CCRMA/District Review (v1)
- Draft EA for TxDOT ENV Review (v2)
- Final Draft EA for public circulation (v3)
- Draft Final EA Document for CCRMA, TxDOT District and ENV concurrent review, incorporating summary of public hearing (v4)
- Final EA for TxDOT approval (v5)

Subtask 120.02.04 – Community Impacts

Community Impacts includes environmental justice, limited English proficiency, and other issues as addressed in TxDOT Environmental guidance and toolkits.

The CONSULTANT shall perform Community Impact Assessments including displacements, changes to access and travel patterns, changes to cohesion, and Environmental Justice analysis (in accordance with Executive Order 12898) and Limited English Proficiency analysis (in accordance with Executive Order 13166).

- Compile analysis to meet requirements of TA 6640.8A. Analysis must conform to applicable current State and FHWA guidance.
- Process for Community Impact Assessment should follow guidance provided in TxDOT’s Community Impacts Assessment Toolkit.

Subtask 120.02.05 – Historic Resource Identification, Evaluation and Documentation Services

The CONSULTANT shall perform limited non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Requests (PCR) must be prepared and approved by the State to determine if further studies are warranted.

The PCR shall comply with the TxDOT Environmental Compliance Toolkits provided by the State’s Environmental Affairs Division in effect as of the date of the receipt of the documents.

- The CONSULTANT shall revise the PCR to address comments by the State at no additional cost to the State and may be required to integrate the findings into another environmental document. The State assumes responsibility for transmitting the findings to the Texas Historical

Commission (THC) and any appropriate consulting parties, and for transmitting THC and consulting parties' comments to the CONSULTANT's Technical Expert. CONSULTANT's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for transportation projects. The CONSULTANT shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and conforming to the methodology outlined in the TxDOT Environmental Compliance Toolkits.

The CONSULTANT shall contact interested parties as requested by the State in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to: Certified Local Governments, Historic Preservation Offices, County Historical Commissions, Main Street Managers, the Historic Bridge Foundation, and other consulting parties.

Non-archeological Historic-Age Resources – Research Design & Reconnaissance Survey

If required as a result of the PCR, the CONSULTANT shall prepare a research design for a reconnaissance survey for non-archeological historic-age resources. The CONSULTANT shall submit an electronic format copy of the research design to the State.

The CONSULTANT shall conduct a reconnaissance survey conforming to the methodology outlined in the approved research design. The reconnaissance survey shall not be implemented without prior approval of the research design by the State. In addition, prior to survey, the CONSULTANT shall ensure that efforts have been made to obtain ROE to properties in the study area that have the potential for historic-age resources.

Each historic-age resource (defined in accordance with 36 Code of Federal Regulations (CFR) 60 as a building, structure, object, historic district or non-archeological site) at least 45 years old at the time of letting in the APE shall be documented in a technical report using the State's Documentation Standard for Historic Resources Survey Report. This scope assumes a maximum of 50 historic-age resources. Draft EA summary language will be submitted for review with the Final Technical Report.

Deliverables:

- Draft and Final Non-archeological Historic-age Research Design
- Draft and Final Non-archeological Historic-age Reconnaissance Survey Report

Subtask 120.02.06 – Archeological Background Studies

- The Background Study shall be produced by a professional archeologist as defined in 13 TAC §26.4(2).
- The Archeological Background Study shall conform to the current Review Standard for Archeological Background Studies, available from the Environmental Compliance Toolkit.
- Unless the CONSULTANT has previously completed an Archeological Background Study for the project, the Archeological Background Study must define and consider all alternatives selected for detailed study, including all existing right of way, all proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the AUTHORITY/State. The Archeological Background study shall consider the likely depth of impacts resulting from the proposed project. The location of all alternatives selected for

detailed study shall be presented on a map or maps as part of the Archeological Background Study.

- For projects in which an Archeological Background Study has already been completed by the CONSULTANT and the project has materially changed --affecting the project limits, proposed new right of way (if any), easements (if any), any other project-specific location designated by the AUTHORITY/State, and/or the depth of impacts -- the Archeological Background Study shall incorporate the previous study by reference and focus on the project changes.
- To conduct the Archeological Background Study, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Background Study shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Background Study shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.

Archeological Survey

If the State determines that an archeological survey is required, the CONSULTANT shall prepare an antiquities permit application and shall procure a valid permit prior to any survey work. Upon issuance of the antiquities permit and approval of the research design, the CONSULTANT shall conduct the archeological survey in accordance with the NHPA, Antiquities Code of Texas, and Health and Safety Code. Survey procedures will conform to current applicable standards. The CONSULTANT shall prepare an archeological survey technical report in accordance with the State's guidelines. Draft EA summary language will be submitted for review with the Draft and Final Technical Reports. If backhoe trenching is required, backhoe and operator will be provided by the AUTHORITY or local government partner. Artifact collection and curation, archeological significance testing, or archeological data recovery are not anticipated, and these items are not provided for in this scope of services.

Note: If it is determined that artifact collection and curation, archeological significance testing, or archeological data recovery are needed, then a supplemental work authorization would be required.

Deliverables:

- Draft and Final Archeological Resources Background Study
- Draft and Final Antiquities Permit
- Draft and Final Archeological Survey Report

Subtask 120.02.07 – Air Quality Studies OMIT

Subtask 120.02.08 – Traffic Noise Studies

The CONSULTANT shall:

- Perform a traffic noise analysis in accordance with the current version of the State's (FHWA approved) "Guidelines for Analysis and Abatement of Roadway Traffic Noise" The current version of the guidance is located on the State's Traffic Noise Toolkit website . Noise analyses shall be performed for all alternatives.
- Comply with all noise policy, guidelines and standards found on the State's Traffic Noise Toolkit website. . Upon request, the State shall provide the CONSULTANT's Technical Expert with existing and predicted (future) traffic data and, when available, aerial photography.

- By project location site visit, identify adjacent, land use development and photo document representative receivers that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- Determine existing and predicted noise levels for representative receivers, as follows:
 - For transportation activities not on new location, take field measurements of existing noise levels, perform computer modeling of existing noise levels and predicted (future) noise levels. Field measurements may be necessary for model validation purposes.
 - Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program.
- Identify impacted receivers in accordance with the absolute and relative impact criteria.
- Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
- Propose noise abatement measures that are both feasible and reasonable.
- Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.
- Hold one noise workshop for benefitted receivers.

Subtask 120.02.09 – Clean Water Act Section 303(d) and Other Impaired Waters

The CONSULTANT shall:

- Address all water quality studies in accordance with Section 303(d) of the Clean Water Act as administered by the Texas Commission on Environmental Quality (TCEQ).
- Identify if the project is located within five miles of an impaired assessment unit and within the watershed of the impaired assessment unit.
- Identify whether the project drains to any impaired assessment unit.
- Provide the location of the project within the watershed of the impaired assessment unit.
- Identify the impaired assessment unit number, segment name, and segment number.
- Identify the pollutant(s) in the discharge for which the water body is listed, and the year of the 303(d) list used in the assessment
- If the impaired assessment unit has a Total Maximum Daily Load that has been approved by the Environmental Protection Agency, provide:
 - the name and date of the Total Maximum Daily Load,
 - the name and date of any corresponding Implementation Plan, and
 - a discussion of whether the project is consistent with the approved Total Maximum Daily Load and Implementation Plan.
- If unit does not have a Total Maximum Daily Load that has been the impaired assessment approved by the Environmental Protection Agency, indicate:
 - that the impaired assessment unit does not have a Total Maximum Daily Load that has been approved by the Environmental Protection Agency, and
 - if the project could discharge the pollutant identified in (d) above. If yes, discuss measures that will be taken to prevent or reduce the likelihood of such a discharge.
- Discuss the Best Management Practices that will be used-particularly at the discharge point to the water body to meet other water quality regulations, such as vegetative swales, silt fencing, compliance with the Texas Pollutant Discharge Elimination System (TPDES).

Subtask 120.02.10 – Clean Water Act, Section 404

- The CONSULTANT shall identify all waters within the boundaries of the project area.

- The CONSULTANT shall make a preliminary determination of USACE jurisdiction. Restrict the level of effort to identification without formal delineation
- The CONSULTANT shall delineate waters of the United States (WOUS), including wetlands.
 - Provide documentation which shall include all records from field work and a compilation of field documentation for all WOUS, including wetland delineations. Wetland delineations shall be performed in accordance with the current USACE Wetlands Delineation Manual (Technical Report Y-87-1) and, the appropriate regional supplement, including the Great Plains, Arid West, or Atlantic and Gulf Coastal Plain Supplement to Technical Report Y-87-1.
 - Stake all WOUS boundaries in the field.
- Map the boundaries of all WOUS using field-collected and post-processed global positioning system
- Draft and Final Deliverable.
 - The CONSULTANT shall produce a draft and final delineation report for WOUS including wetlands. The draft report will be submitted to the AUTHORITY/State for review and approval by the State and USACE, if applicable. In the final report, address AUTHORITY/State and USACE comments from the draft report. The revised final report shall be delivered to the AUTHORITY/State within ten days of receipt of comments from the AUTHORITY/State or USACE.
 - The location of all sites, cities, villages, highways, rivers and other features or place names discussed in the text and situated in the project locale shall be shown on the appropriate figure. All tables, figures and maps shall have a number, title, appropriate explanatory note and a source reference. In addition, where applicable, figures and all maps shall display a title, north arrow, scale, legend and source reference.
 - The report shall be in the following format:
 - a) Cover Sheet

In accordance with the State's NEPA MOU, on the cover page of the WOUS Determination and Delineation Report prepared under the authority granted by the MOU, the CONSULTANT shall insert the following language in a way that is conspicuous to the reader or include in a CE project record:

"The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 16, 2014, and executed by FHWA and TxDOT."
 - b) Introduction
 - i. Who authorized the WOUS delineation.
 - ii. Why the WOUS delineation is being done.
 - iii. Location of site (USGS 7.5' Map).
 - iv. Date of field visit(s).
 - v. Identification of delineators.
 - c) Methods
 - i. Brief description of the method used.
 - ii. State any modification of the method.
 - iii. Source of existing information.
 - d) Results and Discussion
 - i. Description of the site.
 - ii. Topography of the site.
 - iii. Plant communities of the site.
 - iv. Soil types identified on the site.

- v. Hydrology information of the site.
- vi. Existing wetland mapping (e.g., NWI, state, and local).
- e) Findings
 - i. Types of all WOUS identified on the site (e.g., Cowardin, et al. 1979).
 - Description of WOUS identified.
 - Locations of WOUS.
 - Area of WOUS (in acres).
 - Contrast with non WOUS.
 - How was the WOUS boundary chosen (e.g., feature on landscape).
 - ii. Types of other waters identified on the site.
 - Description of the other waters.
 - Locations of the other waters.
 - Area of the other waters.
 - How was the other water boundary chosen (e.g., feature on landscape).
- f) Conclusion.
 - i. Table summary of total area and types of all WOUS.
 - ii. A map showing the location of each WOUS, including wetlands, and where a Wetland Data Form was completed.
 - iii. Statement regarding the need for permits.
 - iv. Caution that final authority rest with the appropriate agencies.
- g) Literature Cited.
- h) Appendix (Routine Wetland Determination Data Forms and, if required, Atypical Situation Data Forms).

Subtask 120.02.11 – Floodplain Impacts

The CONSULTANT shall determine whether the Transportation Activity has the potential to affect floodplains. Studies for floodplain impacts shall fulfill the requirements of Executive Order 11988 and 23 CFR 650, Subpart A.

- Briefly describe the watershed characteristics of the study area in terms of land uses and changes in land use that may affect stream discharge.
- Briefly describe the streams in the study area, including evidence of stream migration, down cutting, or aggradations.
- Identify the presence and nature (e.g., zone A, zone AE, zone AE with floodway) of any Federal Emergency Management Agency (FEMA) mapped floodplains. Include the panel number.
- Indicate the existence of any significant development associated with the mapped area and identify the jurisdiction responsible for the floodplain.
- Identify the locations where an alternative will encroach on the base (100-year) floodplain ("encroachments"), where an alternative will support incompatible floodplain development and the potential impacts of encroachments and floodplain development. This identification should be included in the text and on a map.
- Include a list of all jurisdictions having control over floodplains for each alternative.
- Where an encroachment or support of incompatible floodplain development results in impacts, the report shall provide more detailed information on the location, impacts and appropriate mitigation measures. In addition, if any alternative (1) results in a floodplain encroachment or supports incompatible floodplain development having significant impacts, or (2) requires a commitment to a particular structure size or type, the report shall include an evaluation and discussion of practicable alternatives to the structure or to the significant encroachment. The report shall include exhibits

which display the alternatives, the base floodplains and, where applicable, the regulatory floodplains.

- For each alternative encroaching on a designated or regulatory floodplain, the report shall provide a preliminary indication of whether the encroachment would be consistent with or require a revision to the regulatory floodplain. If the preferred alternative encroaches on a regulatory floodplain, the report shall discuss the consistency of the action with the regulatory floodplain. In addition, the report shall document coordination with FEMA and local or state agencies with jurisdiction indicating that revision would be acceptable or that a revision is not required.
- If the preferred alternative includes a floodplain encroachment having significant impacts, the report shall include a finding that it is the only practicable alternative as required by 23 CFR 650, Subpart A. The finding shall refer to Executive Order 11988 and 23 CFR 650, Subpart A. In such cases the report shall document compliance with the Executive Order 11988 requirements and shall be supported by the following information:
 - The reasons why the proposed action must be located in the floodplain;
 - The alternatives considered and why they were not practicable; and
 - A statement indicating whether the action conforms to applicable state or local floodplain protection standards;

Subtask 120.02.12 – Stormwater Permits (Section 402 of the Clean Water Act)

The CONSULTANT shall:

- Describe the need to use the TPDES General Permit, TX 150000. The text will describe how the project will comply with the terms of the TPDES, including the Stormwater Pollution Prevention Plan.
- Describe the need for Municipal Separate Storm Sewer System (MS4) notification. List MS4 participating municipalities.

Subtask 120.02.13 – USACE Permits [OMIT]

Subtask 120.02.14 – USCG Section 9 Permit (33 USC 401) [OMIT]

Subtask 120.02.15 – Fish and Wildlife Coordination Act (FWCA)

The CONSULTANT shall identify water body modifications and impacts to wildlife. The Fish and Wildlife Coordination Act (FWCA) applies to projects that would result in the control or modification of a natural stream or body of water and would require a Section 404 Individual Permit.

Subtask 120.02.16 – Threatened or Endangered Species

(This scope is for the corresponding section(s) of the Biological Evaluation Form and Tier I Site Assessment Form.)

The CONSULTANT shall perform biological services.

- a. Surveys for Protected Species or Habitat of Protected Species based on the most current State and TPWD Memorandum of Understanding (MOU Effective 2013) and USFWS survey protocols. The CONSULTANT shall:
 - Perform surveys of habitat of protected species. This shall include:
 - All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
 - All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),

- Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
 - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
 - Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.
 - Perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the State.
 - Determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.
 - Perform species-specific habitat surveys for protected species, or critical habitat (per 50 CFR 17.94-95) and rare species.
 - Furnish the State with completed Biological Evaluation and Tier I Site Assessment Form and CONSULTANT's Technical Expert's field notes.
 - Coordinate between the State and USFWS or TPWD as directed by the State to ensure proper rules, regulations and policies are followed for biological services. All coordination between the CONSULTANT's Technical Expert and resource agencies shall be approved in advance by the State.
- b. Habitat Analysis and Characterization of Project Study Area. The CONSULTANT shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented on the Biological Evaluation Form. The habitat analysis shall be based on the most current State and TPWD MOU and associated Programmatic Agreements.
- For transportation activities involving no new right-of-way or easements, including temporary easements, this includes:
 - The habitat descriptions of habitat types (e.g., forested, prairie, riparian, floodplain, rangeland, agricultural) in the study area are based upon the 2013 MOU.
 - The habitat description shall indicate the vegetative type(s) listed for the study area in the 2013 MOU.
 - The habitat description shall include a description of the existing vegetation within and adjacent to the right-of-way, as per the 2013 MOU.
 - The habitat description shall describe habitat for protected species if such habitat occurs within or adjacent to the right-of-way.
 - The description shall be supplemented with topographic maps (based on USGS 7.5' maps, aerial photos, on-site photographs and per the 2013 MOU.
 - Maps and aerial photos shall be annotated to indicate the locations and areas of distinct vegetative types if any have been identified during field inspections.
 - Photographs shall illustrate representative vegetation for each vegetation type. Aerial photographs (with dates) shall be provided when available.

- If the vegetation within the right-of-way does not match the description as per the 2013 MOU or if there is an unusual difference between the vegetation in the right-of-way and outside the right-of-way, details shall be included in the description to clearly explain the differences in vegetative content between the existing vegetation and the 2013 MOU 4) For transportation activities involving new right-of-way or easements, including temporary easements, the habitat description shall address the entire study area. For projects with multiple alternatives, all alternatives shall be described to the same level of detail. If lack of access to the new location right-of-way limits field observation for the habitat description, existing published sources shall be used to provide an estimate. All elements of description required for projects with no new right-of-way (above) shall be included. Land use within and outside the proposed right-of-way shall be described. In addition, the description of vegetation in the new right-of-way or easements shall include the following:
 - Dominant Species for each vegetation stratum (i.e., tree, shrub, vine, herbaceous [grass and forbs]) present,
 - Height of trees (range), if present,
 - Diameter at Breast Height (DBH) of trees (range and average), if present,
 - Percent canopy cover of trees, if present,
 - Acreage for each vegetation type present.
 - The habitat analysis shall contain a description of anticipated impacts to the following:
 - Any vegetation, broken down by plant community (as above),
 - Unusual vegetation features (as above),
 - Special habitat features (as above),
 - Habitat for any protected species (as above),
 - Any other habitat feature identified by and considered to be important to the State's District.

Note: The description of anticipated impacts shall be based on impacts that can be predicted as a result of construction activities and the kind(s) of facility proposed for the Transportation Activity. If the Consultant's Technical Expert believes that the State has not provided sufficient engineering and other data to support a description of anticipated impacts, notify the State, and the Technical Expert and the CCRMA/State shall negotiate an appropriate level of description of anticipated impacts.
 - c. Survey Reports and Habitat Analyses included in the appendices of the Biological Evaluation and Tier I Site Assessment Form must follow all guidelines and requirements as specified by the TxDOT Environmental Compliance Toolkits.
- *Note that if presence/absence surveys are required, they would be provided under a supplemental scope and fee.

Subtask 120.02.17 – Invasive Species

The CONSULTANT shall address Executive Order 13112 on Invasive Species as per the Ecological Resources Handbook (TxDOT Environmental Online Toolkit).

Subtask 120.02.18 – Essential Fish Habitat

The CONSULTANT shall perform Essential Fish Habitat studies. Studies shall fulfill the requirements of 50 CFR 600.920.

The CONSULTANT shall:

- Determine if Essential Fish Habitat is present in the project area.
- Determine if the project will adversely affect Essential Fish Habitat.

- Describe adverse impacts, if any. (If Essential Fish Habitat will be impacted, then consultation is required)

Subtask 120.02.19 – Beneficial Landscaping

Address Executive Memorandum on Beneficial Landscaping of April 26, 1994 as per the Ecological Resources Handbook (TxDOT Environmental Online Toolkit).

Subtask 120.02.20 – Farmland Impacts

Determine farmland impacts. Identification of farmland impacts shall be in accord with the Farmland Protection Policy Act (FPPA) (7 USC 4201 et. seq.) and the Ecological Resources Handbook (TxDOT Environmental Online Toolkit) guidance on addressing FPPA, which includes determining whether the project is exempt or completion of form AD 1006 or CPA 106 as appropriate.

Subtask 120.02.21 – Initial Assessment of Hazardous Materials Impacts

The CONSULTANT shall:

- The CONSULTANT shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The CONSULTANT is responsible acquiring the latest version of TxDOT's Hazardous Materials Initial Site Assessment (ISA) located in the Hazardous Materials Toolkit (<http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html>).
 - Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
 - Note: The CONSULTANT is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the Hazardous Materials Toolkit.
- Produce and submit to the State a completed ISA using the State's ISA Environmental Compliance Toolkit guidance format.
- The CONSULTANT's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the CONSULTANT to complete the ISA.
- Based on the ISA information, the CONSULTANT shall provide the State a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. The report of hazardous materials impacts shall include, when applicable:
 - A concise summary of relevant information gathered during the ISA, including sufficient information to show that the study area for the Transportation Activity was adequately investigated for known or potential hazardous material contamination.
 - A concise description of the scope of the hazardous materials ISA, disclosure of any limitations of the assessment, and a statement indicating who performed the assessment.
 - A concise summary of the findings of the assessment for each alternative considered, along with an opinion of the potential of an identified site to impact the project during construction.
 - A discussion of any commitments recommended for performing further investigation of suspect areas, and justification for postponement of further investigation.
 - A summary of efforts to be employed by the State to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and

- justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
- Disclosure of known or suspected hazardous material contamination that is anticipated to be encountered during construction.
- A discussion of any required or recommended special considerations, contingencies or provisions to handle known or suspected hazardous material contamination during right-of-way negotiation and acquisition, property management, design and construction.
- A summary of any early coordination or consultation conducted with the regulatory agencies, local entities or property owners.
- A discussion of any further hazardous materials related coordination with, and approvals or permits required from, the regulatory agencies or other entities.
- Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the CCRMA/State are required during future stages of project development, the Consultant shall review those findings and commitments with the CCRMA/State prior to completing the hazardous materials discussion for the environmental document.

Subtask 120.02.22 – Section 4(f) Evaluations.

The CONSULTANT shall provide all Section 4(f) evaluations that meet the requirements set forth in the State’s Environmental Compliance Toolkit guidance. Assumes no formal 4(f) evaluation is required.

Subtask 120.02.23 – Section 6(f) Evaluation

The CONSULTANT shall determine if Land and Water Conservation Fund Act funds were used for the Section 6(f) property in accordance with the regulatory requirements and TPWD guidelines.

Subtask 120.02.24 – Indirect and Cumulative Impacts (ICI) Analysis

The CONSULTANT shall provide all indirect and cumulative impacts (ICI) that meet the requirements set forth in the State’s Environmental Compliance Toolkit guidance.

Subtask 120.02.25 – Re-evaluation [OMIT]

Subtask 120.02.26 – Reference Documents

The CONSULTANT shall adhere to the content of TxDOT’s On-Line Environmental Compliance Toolkit guidance.

TASK 145 – PROJECT ADMINISTRATION AND COORDINATION

Subtask 145.01.01 – General Administration

The CONSULTANT will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of all meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Subcontracting – Prepare, coordinate, execute and administer work authorizations with sub-consultants.
- B) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. The monthly progress reports will include: Activities completed, initiated or ongoing during the reporting period; Activities planned for the coming period; Problems encountered and actions to

remedy them; Overall status, including a tabulation of percentage complete by task; Updated project schedule; Minutes of study meetings and copies of monthly correspondence.

- C) Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence - Prepare written materials, letters, survey forms etc. used to solicit information or collect data for the project and submit them to the AUTHORITY for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the AUTHORITY on a continuing, at least monthly, basis.
- E) Schedule - Prepare a detailed, graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables and AUTHORITY review requirements. The project schedule will be in a format, which depicts the order and inter-dependence of the various tasks, subtasks, milestones and deliverables for each of the tasks identified therein. Progress will be reviewed periodically for conformance to Exhibit B, Work Schedule; and should these reviews indicate a substantial change in progress, the schedule will then be revised accordingly.
- F) Managing Change - Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope and work product changes. The AUTHORITY approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.

Deliverables:

- Monthly progress report that delineates activities performed per function code
- Monthly invoice/billings with list of products delivered per invoice billing cycle

COMPUTER GRAPHICS FILES FOR DOCUMENT AND INFORMATION EXCHANGE

The purpose of this Special Provision is to define the format for the exchange of electronic/magnetic data between the AUTHORITY and non-departmental resources. Because the AUTHORITY has a significant investment in its existing computer equipment, software, data/databases and personnel training, any and all computer generated data submitted to the AUTHORITY must be compatible with the local District office computer system. Due to the variety of software existing among AUTHORITY offices and to ensure usability of data exchanged between the AUTHORITY and non-departmental resources, the AUTHORITY will exchange media of the following data formats:

- Graphics:.....Micro Station PC (DOS) 4.0 or higher
Micro Station J (Windows NT)
GEOPAK 2000
Computer Aided Civil Engineering (CAiCE)
Survey Data Management System
(SDMS)
- Word Processing:.....Microsoft Word
- Database:.....Microsoft Access/ Microsoft Editor
- Spreadsheets:Microsoft Excel
- Archiving Software:...PKZIP

Data provided to the AUTHORITY will be furnished on compact disk (CD) compatible with the AUTHORITY’s computer system and as approved by the AUTHORITY.

Each CD submitted will include a Micro Soft Word document titled index.doc which will provide an index of the directory structure, name of files within directories, and a concise description of each file. Directories will be used to separate files according to subject: schematic, hydraulics, survey information, etc.

Variations from this software applications, or other requirements listed above may be allowed if requested in writing by the CONSULTANT and approved by the AUTHORITY. Because data stored on electronic media can deteriorate or be modified undetected,

CONSULTANT will not be held liable for the completeness or accuracy of the electronic data after the receipt by AUTHORITY. AUTHORITY’s reliance on the drawings, files, or other information and data stored on the media is limited to the printed copies (also known as “hard copies”) that are signed or sealed by CONSULTANT. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. The following Standard Main Directory Structure Table will be used to archive all project files pursuant to this project:

Standard Main Directory Structure:

Types of Data	
CaiCE	All CAiCE files requested from surveyor.
Construction	Construction and field change documentation except for .Dgn files
Contracts	All design, schematic and survey contract documentation, scope of work, man-hour estimate, etc.
Design_Files	All .Dgn files – Mapping, Sheet Files, Master Design Files, design cross sections, etc.
Environmental Docs	Environmental documentation can include but is not limited to Categorical Exclusion (CE), Environmental Assessment (EA), Environmental Impact Statement (EIS), noise analysis and Water Pollution Abatement Plans.
Estimate	All estimate files and supporting documentation.
Excel Spreadsheets	Miscellaneous Excel Spreadsheets created for project development.
GEOPAK	Input and output files, job files, tin files
Hydraulic Programs	Input and output files for other hydraulic programs other than GEOPAK Drainage. (Hec-Ras, Thysys, Winstorm, etc.)
Other Engineering Applications	Any other pertinent Engineering application data input, output, etc. (i.e. Wincore)
Photographs	All photograph files pertaining to project.
PowerPoint	All PowerPoint Presentation created for meetings and/or information.
ROW	ROW maps and parcel sketches as furnished by surveyor, including any correspondence.

Standards All Standard Sheets used for the project.

Traffic SignCAD files and pertinent design files TransCAD for Modeling Files
(No Correspondence or *.Dgn files)

Word Documents All documentation and other project correspondence not mentioned above and subdivided to proper directories.

REFERENCES

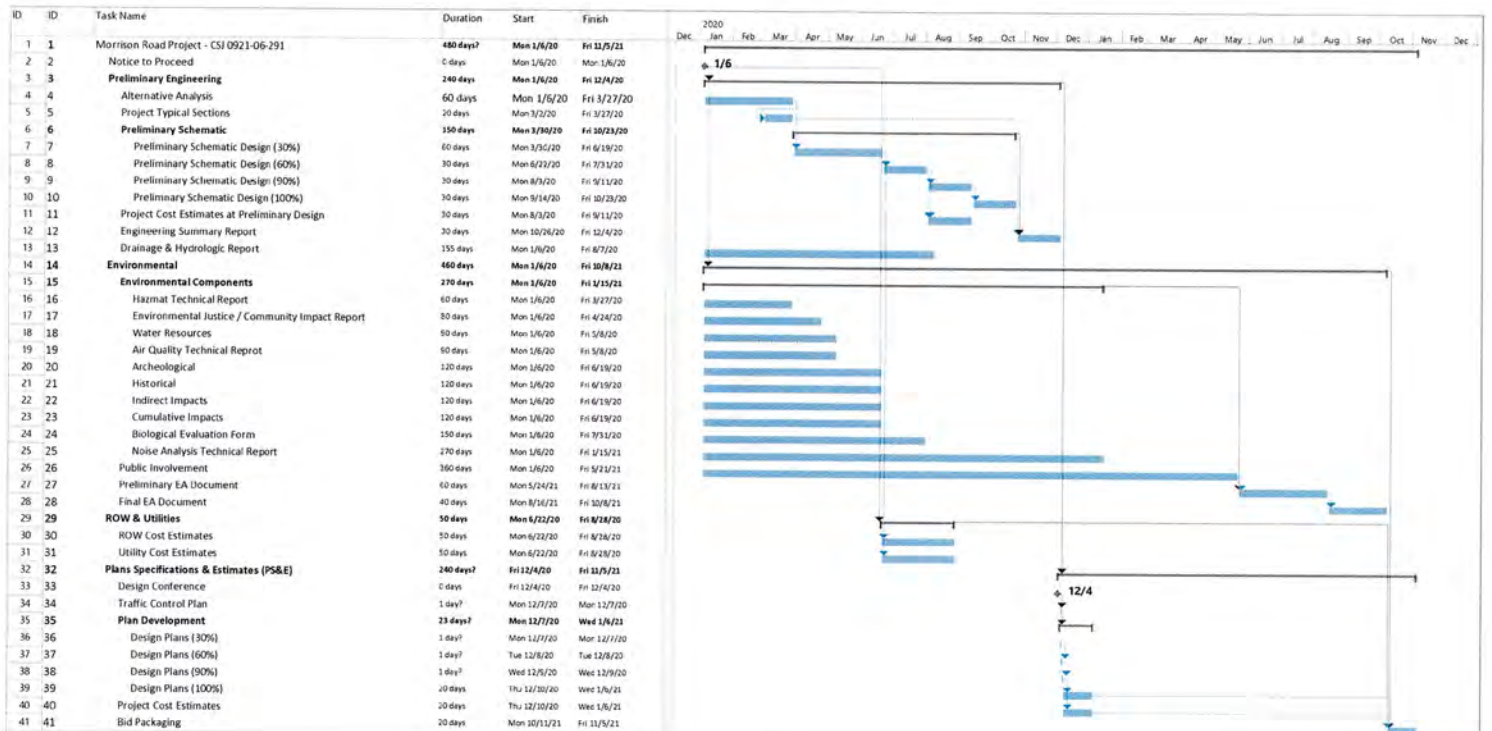
1. Standard Specifications for Construction of Highways, Streets, and Bridges - TxDOT.
2. Special Provisions and Special Specifications - TxDOT.
3. P.S. & E. Preparation Manual - TxDOT.
4. Bridges and Structures Operation and Planning Manual - TxDOT.
5. Bridges and Structures Hydraulic Manual - TxDOT.
6. Bridges and Structures Design Examples - TxDOT.
7. Bridges and Structures Bridge Design Guide - TxDOT.
8. Bridges and Structures Detail Manual - TxDOT.
9. Bridges and Structures Foundation Exploration and Design Manual - TxDOT.
10. Standard Specifications for Highway Bridges - AASHTO.
11. Highway Design Operations and Procedures Manual - TxDOT.
12. Highway Design Operations and Procedures Manual Part IIB - Environmental and Public Involvement. Procedures During Project -Specific Planning and Development - TxDOT.
13. A Policy on Geometric Design of Highways and Streets ("The Green Book") AASHTO.
14. Highway Capacity Manual Special Report 209 - Texas Research Board (TRB).
15. Technical Advisory T6640.8A - FHWA.
16. Noise Guidelines - TxDOT.
17. Air Quality Guidelines - TxDOT.
18. Flexible Pavement Design Manual - TxDOT.
19. Guide for the Design of Pavement Structures, 1986 - AASHTO.
20. Texas Manual on Uniform Traffic Control Devices - TxDOT.
21. Standard Highway Sign Designs for Texas - TxDOT.
22. Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - AASHTO.
23. Utility Accommodation Policy - TxDOT.
24. Utility Manual - TxDOT.
25. ROW, ROW Manual - Book I - TxDOT.
26. ROW, ROW Manual - Book II TxDOT.
27. Accessible Rights of Way (sidewalks, street crossings, other pedestrian facilities) Design Guide-Nov. 1999
28. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
29. Administrative Order no. 5-89 Signing, Sealing and Dating of Engineering Documents - TxDOT.
30. Administrative Circular No. 26-91 - Minimum signing, Sealing, and Dating Procedures for Department Engineering Documents - TxDOT.
31. Administrative Circular No. 25-84 - Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls - TxDOT.
32. Administrative Circular No. 33-87 -Preliminary Retaining Wall Layouts to be submitted to Division of Bridges and Structures - TxDOT. SPI Exhibit B - S&B - Scope.doc 53 of 54 10/10/2012 40619 Exhibit B

1. Administrative Circular No. 25-92 - Division of Bridges and Structures to be responsible for all geotechnical Engineering support for foundations, retaining walls, and embankment stability and settlement - TxDOT.
2. Texas Department of Licensing and Regulations Manual

NOTES: (1) All Design will be in accordance with the above references, except where variances are permitted in writing by the AUTHORITY.

(2) The CONSULTANT is responsible for purchasing all references required for the project.

(3) The above references will be utilized for duration of the project; however, the above manuals will be based on the manuals that are in place at the time of NTP.



Project Morrison Road Project Date: Mon 12/9/19	Task		Project Summary		Manual Task		Start-only		Finish-only		External Tasks		Manual Progress
	Split		Inactive Task		Duration only		Start-only		Finish-only		External Tasks		Manual Progress
	Milestone		Inactive Milestone		Manual Summary Rollup		Start-only		Finish-only		External Tasks		Manual Progress
	Summary		Inactive Summary		Manual Summary		Start-only		Finish-only		External Tasks		Manual Progress

PROJECT: Morrison Road APD
 CLIENT: OCRMA
 CONTRACT: OEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U2716.111

01/13/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS												ESTIMATED FEE	TOTALS
					Project Manager	Deputy Project Manager	Env Scientist	RPLS	2-Man Survey Crew	Engineer (V)	Engineer (IV)	Engineer (I/II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	110	DATA COLLECTION/EXISTING CONDITION ANALYSIS																
	110.01.01	Data Collection	S & B	BASIC	1	4		12				20				37	\$7,169.48	
	110.01.02	Existing Condition Analysis	S & B	BASIC	1	4						20		24	10	59	\$7,639.36	
	110.01.03	Right-of-Way (ROW) Research & Right of Entry	S & B	BASIC	4							40	40		60	144	\$16,369.20	
	110.01.04	Alternative Analysis	S & B	SPECIAL	12	20				20		80		80		212	\$33,977.20	
		Sub Total (110 - DATA COLLECTION/EXISTING CONDITION ANALYSIS)			18	28	0	12	0	20	0	160	40	104	70	452		\$ 65,175.24
	110	PRELIMINARY ENGINEERING SERVICES																
	110.02.01	Preliminary Design Concept Conference Preparation	S & B	BASIC	4	8	8					10			2	32	\$5,647.30	
	110.02.01	Design Concept Conference Meeting	S & B	BASIC	2	2	2									6	\$1,230.00	
	110.02.01	Prepare Design Concept Conference Meeting Notes	S & B	BASIC		1									2	3	\$360.00	
	110.02.02	Preliminary Horizontal and Vertical Conceptual Design (Part of Subtask 110.01.04)	S & B	BASIC													\$0.00	
	110.02.03	Preliminary ROW Requirements	S & B	SPECIAL	2	12						40				54	\$10,099.20	
	110.02.03	Generate Preliminary ROW Technical Memorandum (Final Deliverable)	S & B	BASIC	1	4						10				15	\$2,892.30	
	110.02.04	Preliminary Utility Location Investigations (See Ambiotec Cost Proposal)	AMB	SPECIAL													\$12,054.16	
	110.02.05	Preliminary Hydraulic Evaluations (Part of Subtask 110.01.04)	S & B	SPECIAL													\$0.00	
	110.02.06	Preliminary Construction Cost Estimates	S & B	SPECIAL	2	20						20				42	\$8,544.60	
	110.02.07	Preliminary Constructability Reviews	S & B	BASIC	1	2						8				11	\$2,092.84	
	110.02.08	Preliminary Engineering Text and Coordination for EA Development	S & B	BASIC	4	10						40				54	\$10,169.20	
		Sub Total (110 - PRELIMINARY ENGINEERING SERVICES)			16	59	10	0	0	0	0	128	0	0	4	217		\$53,109.60
	110	GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT																
	110.03.01	Typical Sections	S & B	BASIC	1	2						8		10		19	\$2,753.28	
	110.03.02	Geometric Design (Horizontal and Vertical Control)	S & B	BASIC	1	4						40				45	\$7,984.20	
	110.03.03	Preliminary Design Cross Sections	S & B	BASIC	2	8						40				50	\$9,179.20	
	110.03.04	Schematic Plan Preparation	S & B	BASIC	2	8						40		120		170	\$21,178.00	
	110.03.05	Hydrology and Hydraulic Studies/Drainage Design	S & B	BASIC	2	4					80					86	\$19,468.40	
	110.03.06	Preliminary Bridge Layout Preparation (Typical Bent Sizing and Numbers)	S & B	BASIC	1	4					40			40		85	\$14,193.80	
		Sub Total (110 - GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT)			9	30	0	0	0	120	0	128	0	170	0	455		\$74,756.88
	110	PRELIMINARY ENGINEERING REPORT (PER) PREP/AT/AT/AT																
	110.04.01	Preliminary Engineering Report (PER) Preparation	S & B	BASIC	16							40				56	\$11,189.20	
		Sub Total (110 - PRELIMINARY ENGINEERING REPORT (PER) PREP/AT/AT/AT)			16	0	0	0	0	0	0	40	0	0	0	56		\$11,189.20
	110	MILESTONE SUBMITTALS AND REVIEWS																
	110.05.01	30% Complete Schematic Review Package	S & B	BASIC	1	2						12				15	\$2,771.76	
	110.05.01	Prepare/Attend 30% SRM	S & B	BASIC	2	2						4				8	\$1,688.92	
	110.05.01	30% SRM Meeting Minutes	S & B	BASIC								2			1	3	\$404.46	
	110.05.02	Preliminary Design Cross Sections Submittal	S & B	BASIC		2						16				18	\$3,175.68	
	110.05.03	60% Complete Schematic Review Package	S & B	BASIC	1	2						12				15	\$2,771.76	
	110.05.03	Prepare/Attend 60% SRM	S & B	BASIC	2	2						4				8	\$1,688.92	
	110.05.03	60% SRM Meeting Minutes	S & B	BASIC								2				3	\$404.46	
	110.05.04	90% Complete Schematic Review Package	S & B	BASIC	1	2						12			1	15	\$2,771.76	
	110.05.04	Prepare/Attend 90% SRM	S & B	BASIC	2	2						4				8	\$1,688.92	
	110.05.04	90% SRM Meeting Minutes	S & B	BASIC								2				3	\$404.46	
	110.05.05	100% Complete Review Package	S & B	BASIC	1	4						12			1	17	\$3,231.76	
	110.05.06	TxDOT Review (Changes to Schematic if TxDOT/FHWA has revisions)	S & B	BASIC	2	4						12				18	\$3,508.76	
		Sub Total (110 - MILESTONE SUBMITTALS AND REVIEWS)			12	22	0	0	0	0	0	94	0	0	3	131		\$24,503.62

PROJECT: Morrison Road APD
 CLIENT: OCRMA
 CONTRACT: OEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U2716.111

01/13/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS													ESTIMATED FEE	TOTALS
					Project Manager	Deputy Project Manager	Env Scientist	RPLS	2-Man Survey Crew	Engineer (V)	Engineer (IV)	Engineer (III)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS			
	110	BASE SOIL TESTING AND CORE DRILLING																	
	110.06.01	Geotechnical Drilling and Lab Services (Cost Proposal Attached)	L&G	SPECIAL															
	110.06.03	Geotechnical Engineering Services with Pavement Design (Cost Proposal Attached)	L&G	SPECIAL														\$21,862.00	
	110.06.04																	\$25,912.94	
		Sub Total (110 - BASE SOIL TESTING AND CORE DRILLING)			0	0	0	0	0	0	0	0	0	0	0	0		\$ 47,774.94	
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT																	
		General FC 120 Categories																	
682540	120.02	Environmental Document (Cost Proposal Attached)	CMEC	SPECIAL														\$186,946.78	
682170	120.01.03	Attend Public Meetings (2)	S & B	BASIC	16	16				16					16	64		\$12,719.68	
	120.01.04	Attend Public Hearing (1)	S & B	BASIC	8	8				8					8	32		\$6,359.84	
682170	120.01.03	Prepare Public Meeting Notes	S & B	BASIC	1	1				2					16	20		\$1,994.96	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			25	25	0	0	0	26	0	0	0	0	40	116		\$208,023.24	
	145	GENERAL COORDINATION																	
681002		Project Manager (Proj Coord)(0.5 HRS/WK)	S & B	BASIC	39											39		\$10,725.00	
681004		Project Secretary/CLERICAL (1 hrs/week)	S & B	BASIC											78	78		\$5,070.00	
		Sub Total (145 - GENERAL COORDINATION)			39	0	0	0	0	0	0	0	0	0	78	117		\$15,795.00	
		LABOR TOTALS																	
		Total Hours	MULTIPLIER		135	164	10	12	0	166	0	548	40	274	195	1,544		\$ 500,333.72	
		CONTRACT RATES (\$/MAN-HOUR)			275.00	230.00	110.00	214.66	150.67	224.98	207.44	189.73	115.00	99.99	65.00				
		BASE RATES (\$/MAN-HOUR)			72.91	60.98	29.17	57.00	40.00	59.65	55.00	45.00	30.49	26.51	17.23				
	160	NON LABOR																	
		Courier Service	S & B	SPECIAL					40			\$ 40.00						\$1,600.00	
		Court Reporter/Translation Services	S & B	SPECIAL								\$ 900						\$2,700.00	
		Public Meeting Handouts	S & B	SPECIAL			3		100	# Attendees	\$ 0.15							\$45.00	
		Public Meeting Exhibits - Mounting	S & B	SPECIAL			3		16	# Boards	\$ 60.00							\$2,880.00	
		Design Summary Report Reproduction (@ \$0.15 per page) (8 1/2" X 11" B/W) (8 Copies)	S & B	SPECIAL			22		8		\$ 0.15							\$28.40	
		Schematic Plot 30% Submittal (@ \$8.00 per SF) (22"X 72" Color on Bond) (3 Copies)	S & B	SPECIAL			12		3		\$ 8.00							\$288.00	
		Schematic Plot 60% Submittal (@ \$8.00 per SF) (22"X 72" Color on Bond) (3 Copies)	S & B	SPECIAL			12		3		\$ 8.00							\$288.00	
		Schematic Plot 90% Submittal (@ \$8.00 per SF) (22"X 72" Color on Bond) (3 Copies)	S & B	SPECIAL			12		3		\$ 8.00							\$288.00	
		Schematic Plot 100% Submittal (@ \$8.00 per SF) (22"X 72" Color on Bond) (6 Copies)	S & B	SPECIAL			12		6		\$ 8.00							\$576.00	
		Schematic Plot Additional Submittal if TxDOT/FHWA has revisions (@ \$8.00 per SF) (22"X 72" Color on Bond) (5 Copies)	S & B	SPECIAL			12		5		\$ 8.00							\$480.00	
		Travel - Mileage to Project Site (4 trips to site to set Panels)	S & B (nt)	SPECIAL															
		Travel - Lodging (2 man survey crew 4 Nights)	S & B (nt)	SPECIAL															
		Travel - Mileage to Project Site (5 trips to site to collect Field data)	S & B	SPECIAL															
52400		Travel to CCRMA Office- Board Meetings (12), Public Meeting/Hearing (3), SRM meetings (4)	S & B	SPECIAL															
52400																			
		Sub Total (F.C. 160)																\$11,119.40	
		PROJECT TOTAL																\$511,453.12	

Exhibit D
Ambiotec Cost Proposal

Page 1 of 1 Ambiotec Labor & Expense Breakdown																
Project : Services in Support of Morrison Road Alternative Analysis in Brownsville, Texas.																
Client: S&B Infrastructure, Ltd.						Proposal Date : December 6, 2019										
<div><div>Ambiotec proposes to utilize personnel from 3 Staff Level categories as follows:</div><div><div>Staff Level</div><div>Hourly Labor Rate</div></div><div><div>Project Manager.....</div><div>Senior Engineer.....</div><div>Senior CADD Operator.....</div></div><div><div>\$106.28</div><div>\$106.28</div><div>\$44.02</div></div></div>																
Task		Staff Level												Total Task Cost		
								Project Manager		Senior Engineer		Senior CADD Operator				
HIGH LEVEL UTILITY RECONNAISSANCE								12 hrs	\$1,275.36	60 hrs	\$6,376.80	100 hrs	\$4,402.00			\$12,054.16
TOTAL								12 hrs	\$1,275.36	60 hrs	\$6,376.80	100 hrs	\$4,402.00			\$12,054.16

**Exhibit D CMEC Fee Schedule
Morrison Road EA**

Scope Outline#	TASK DESCRIPTION	Project Manager	Deputy Project Manager	Env. Manager Prof. II	Env. Scientist V Prof. I	Env. Scientist IV Prof. I	Env. Scientist III Prof. I	Env. Scientist II Prof. I	GIS Manager Prof. I	GIS Operator Staff I	Admin/ Clerical/ Tech Editor	TOTAL LABOR HOURS & COSTS
	FC 120 - SOCIAL/ECONOMIC/ENVIRONMENTAL STUDIES											
	SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT											
120.02.04	COMMUNITY IMPACTS REPORT	4	0	0	10	0	60	0	16	0	0	90
120.02.05	HISTORIC RESOURCES PCR, RESEARCH DESIGN AND RECON SURVEY	2	0	0	0	16	0	160	16	0	4	198
120.02.06	ARCHAEOLOGICAL BACKGROUND STUDY	0	0	2	4	0	12	0	4	0	0	22
120.02.06	ARCHAEOLOGICAL SURVEY AND REPORTING/CURATION	2	0	2	16	0	160	0	16	0	8	204
120.02.07	AIR QUALITY TECHNICAL REPORT (assume none)	0	0	0	0	0	0	0	0	0	0	0
120.02.08	TRAFFIC NOISE TECHNICAL REPORT	2	0	0	0	80	64	0	0	0	0	146
120.02.08	Noise Workshop (assume 1)	2	0	0	0	80	0	0	12	0	12	108
120.02.09	WATER RESOURCES TECHNICAL REPORT	0	0	0	0	0	0	0	0	0	0	0
120.02.10	CLEAN WATER ACT SECTION 303(d) AND IMPAIRED WATERS	2	0	0	0	2	4	0	2	0	0	10
120.02.10	WILD AND SCENIC RIVERS- N/A	0	0	0	0	0	0	0	0	0	0	0
120.02.10	EDWARDS AQUIFER- N/A	0	0	0	0	0	0	0	0	0	0	0
120.02.11	FLOODPLAIN IMPACTS	0	0	0	0	4	4	0	2	0	0	10
120.02.12	STORMWATER PERMITS (SECTION 402 OF THE CLEAN WATER ACT	0	0	0	0	4	4	0	0	0	0	8
120.02.14	USCG SECTION 9 PERMIT (33 USC 401)- Assume none	0	0	0	0	0	0	0	0	0	0	0
120.02.10	WETLAND DELINEATION TECHNICAL REPORT	0	0	8	64	64	0	0	30	0	2	166
120.02.13	USACE PERMIT (assume none)	0	0	0	0	0	0	0	0	0	0	0
	BIOLOGICAL EVALUATION FORM - TIER 1											
120.02.15	FISH AND WILDLIFE COORDINATION ACT	0	0	0	0	0	0	0	0	0	0	0
120.02.16	THREATENED/ENDANGERED SPECIES (assume no species-specific P	6	0	0	0	80	32	0	14	16	4	162
120.02.17	INVASIVE SPECIES	0	0	0	0	1	0	0	0	0	0	1
120.02.18	ESSENTIAL FISH HABITAT	0	0	0	0	1	0	0	0	0	0	1
120.02.19	BENEFICIAL LANDSCAPING	0	0	0	0	1	0	0	0	0	0	1
120.02.20	FARMLAND IMPACTS	2	0	0	0	8	0	0	2	0	0	12
120.02.21	INITIAL ASSESSMENT OF HAZARDOUS MATERIALS IMPACTS	0	0	0	0	40	48	0	0	18	2	108
	Right-of-Entry (S&B to provide)											
120.01	PUBLIC INVOLVEMENT											
120.01.02	Public Involvement Plan	0	0	8	0	0	0	8	4	0	0	0
120.01.03	Public Meeting (assume 1)	1	0	32	0	0	2	32	12	0	8	87
120.01.04	Public Hearing (assume 1)	0	0	48	0	0	2	40	12	0	8	110
	MAFO Meetings (assume none)											
120.02.22	SECTION 4(f) (assume none)	0	0	0	0	0	0	0	0	0	0	0
120.02.23	SECTION 6(f) EVALUATION (assume none)	0	0	0	0	0	0	0	0	0	0	0
120.02.24	INDIRECT AND CUMULATIVE IMPACTS (CI) ANALYSIS	4	0	4	24	24	20	0	48	0	2	126
120.02.02	Environmental Assessment and Comment Response	8	16	8	12	48	8	8	40	14	12	172
	HOURS SUB-TOTALS	35	16	112	130	451	420	248	230	48	62	1752
	CONTRACT RATE PER HOUR	\$ 150.00	\$ 138.00	\$ 132.00	\$ 125.00	\$ 105.00	\$ 85.00	\$ 68.00	\$ 83.55	\$ 67.38	\$ 51.21	
	TOTAL LABOR COSTS	\$5,250.00	\$2,208.00	\$14,784.00	\$16,250.00	\$47,355.00	\$35,700.00	\$16,864.00	\$19,216.50	\$3,234.24	\$3,175.02	\$164,036.76
	% DISTRIBUTION OF STAFFING	2.0%	0.9%	6.4%	7.4%	25.7%	24.0%	14.2%	13.1%	2.7%	3.5%	
	SUBTOTAL - FC 120											\$164,036.76

**Exhibit D CMEC Fee Schedule
Morrison Road EA**

DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENV PLANNER	ENV PLANNER IV	ENV SCIENTIST IV	ENV SCIENTIST III	ARCHITECTURAL HISTORIAN	ADMIN	GIS OPERATION	TOTAL MH BY FC
SUMMARY OF HOURS BY FC										
Social, Economic & Env Studies - FC 120	35	16	112	130	451	420	248	230	48	1,752
SUBTOTAL LABOR EXPENSES	35	16	112	130	451	420	248	230	48	1752

OTHER DIRECT EXPENSES	COST/UNIT	UNIT	QUANTITY							Total
Lodging / Hotel (taxes / fees not included)	\$ 102.00	Day/per person	24							\$2,448.00
Lodging / Hotel (taxes and fees)	\$ 35.00	Day/per person	24							\$840.00
Meals (Excluding alcohol & tips) (Overnight stay required)	\$ 56.00	Day/per person	24							\$1,344.00
Mileage	\$ 0.54	MILE	3000							\$1,620.00
Noise meter rental	\$ 75.00	Day	2							\$150.00
Rental Car	\$ 60.00	day	16							\$960.00
Rental Car Fuel	\$ 4.00	gallon	60							\$240.00
Air fare (coach—at cost)	\$ 450.00	R/T	8							\$3,600.00
Airport parking	\$ 15.00	day	20							\$300.00
Standard Postage	\$ 0.50	letter	250							\$125.00
Backhoe with operator (CCRMA to provide)	\$ 1,250.00	day	0							\$0.00
Hazardous Materials Database Search	\$ 310.00	search	2							\$620.00
Photocopies B/W (8 1/2" X 11")	\$ 0.12	each	0							\$0.00
Photocopies Color (8 1/2" X 11")	\$ 1.00	each	0							\$0.00
Presentation Boards 30" X 40" Color Mounted	\$ 60.00	each	10							\$600.00
Newspaper Advertisement	\$ 3,000.00	per publication	2							\$6,000.00
Court Reporter (Public Meetings, Hearings & Transcription)	\$ 10.00	page	50							\$500.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	\$ 400.00	event	2							\$800.00
Custodian for Public Involvement	\$ 45.00	hour/custodian	4							\$180.00
Sound Technician for Public Involvement	\$ 350.00	event	2							\$700.00
Public Involvement Facility Rental (estimate)	\$ 150.00	hour	8							\$1,200.00
Audio - Equipment Rental	\$ 300.00	each	1							\$300.00
Law Enforcement/Uniform Officer (including vehicle)	\$ 50.00	hour	8							\$400.00
SUBTOTAL DIRECT EXPENSES										\$22,912.00

SUMMARY	
SUB TOTAL LABORCOSTS	\$164,036.76
SUB UNIT COSTS	\$0.00
SUB NON-SALARY (OTHER DIRECT EXPENSES)	\$22,912.00
GRAND TOTAL FOR SUB	\$186,948.76

Geotechnical Engineering, Report & Summary

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)

\$	-
\$	21,862.00
\$	21,862.00

\$ 47,774.94

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

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
I.	Utility Clearances / Boring Locates				
	A. Mileage	Mile	80	\$ 0.54	\$ 43.20
II.	Field Exploration				
A	Mobilization/Demobilization (Drill Rig)	Mile	160	\$ 5.00	\$ 800.00
B	Field Exploration				
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)	LF	120	\$ 36.00	\$ 4,320.00
	1A. Soil Boring/Rock Coring w TCP (> 60 ft.)	LF		\$ 42.00	\$ -
	1B. Backfilling Boreholes Bentonite Plug	LF	120	\$ 10.00	\$ 1,200.00
	2. Supp. Vehicle-Trailer, Tools Water Supply	Mile	160	\$ 0.54	\$ 86.40
	3. Vehicle Charge	Mile	160	\$ 0.54	\$ 86.40
	4. Traffic Control Services (Small Project)	Day	2	\$ 1,375.00	\$ 2,750.00
C	Miscellaneous Field Services				
III.	Engineering Data Analysis / Report				
	1. Prep Soil for Testing (Tex-101-E)	Ea.	24	\$ 70.00	\$ 1,680.00
	2. Moisture Content (Tex-103-E)	Ea.	24	\$ 14.00	\$ 336.00
	3a. Liquid Limit (Tex-104-E)	Ea.	24	\$ 40.00	\$ 960.00
	3b. Plastic Limit (Tex-105-E)	Ea.	24	\$ 40.00	\$ 960.00
	3c. Plasticity Index (Tex-106-E)	Ea.	24	\$ 50.00	\$ 1,200.00
	4. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.		\$ 95.00	\$ -
	5. -200 Determination (Tex-111-E)	Ea.	24	\$ 40.00	\$ 960.00
	6. Soils Sulfate Content (Tex-145-E)	Ea.	12	\$ 90.00	\$ 1,080.00
	7. Lime Series Testing (Tex-121-E - Part 3)	Ea.	12	\$ 450.00	\$ 5,400.00
Project Sub-Total (Geo Field and Lab)					\$ 21,862.00

**4-M CONSIDERATION AND APPROVAL OF RECOMMENDATION OF
HIGHEST RANKED GEC PROPOSAL FOR FM 509 PROJECT FOR
PRELIMINARY ENGINEERING SOLICITATION AND AUTHORIZE
STAFF TO ENTER INTO CONTRACT NEGOTIATIONS.**




IMPROVING MORE THAN JUST ROADS

4M

MEMORANDUM

TO: Board of Directors

FROM: Jesus Adrian Rincones, Chief Financial Officer 

DATE: December 12, 2019

RE: Item 4M Consideration and Approval of Recommendation of highest ranked GEC proposal for FM 509 Project for Engineering PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations

FM 509 Project 0921-06-254

On December 14, 2018 the CCRMA board of directors passed a resolution for the approval of the advanced funding agreement for the FM 509 Project to prepare the Preliminary Engineering of the Project.

The advanced funding agreement provides Federal Funding in the form of Category 10 Funds for the engineering work to be performed by a consultant. The Local Participation share of the funding has been paid for this project, and the Category 10 funds do not have an additional matching share.

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
- Consultant Interview

Below is a summary of the resulting scores form the evaluation



IMPROVING MORE THAN JUST ROADS

Project

FM 509 Project

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

Step 2 - Review Quantitative Score

	S&B		HALFF	
Specific Project Team and Staffing Plan	Meets	33.3	Strength	50
Consultant Comments & Approach	Strength	25	Meets	16.7
Consultant Availability	Strength	25	Meets	16.7
Consultant Interview (if applicable)	Meets	16.7	Strength	25
Total Score		100		108

Ranking

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

1. Halff Associates, Inc
2. S&B Infrastructure


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

**4-N CONSIDERATION AND APPROVAL OF RECOMMENDATION OF
HIGHEST RANKED GEC PROPOSAL FOR WHIPPLE ROAD PROJECT
FOR PRELIMINARY ENGINEERING SOLICITATION AND AUTHORIZE
STAFF TO ENTER INTO CONTRACT NEGOTIATIONS.**



MEMORANDUM

TO: Board of Directors

FROM: Jesus Adrian Rincones, Chief Financial Officer 

DATE: December 12, 2019

RE: Item 4N Consideration and Approval of Recommendation of highest ranked GEC proposal for Whipple Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations

Whipple Road Project 0921-06-291

On February 1, 2019 the CCRMA board of directors passed a resolution for the approval of the advanced funding agreement for the Whipple 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 Los Fresnos 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 form the evaluation



IMPROVING MORE THAN JUST ROADS

Project

Whipple Road

Strength	A feature of a Consultant that will contribute to better-than-acceptable performance.
Meets	The Consultant offers acceptable performance in relation to the scope of work being evaluated.
Weak	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.
Fail	Failure, no response

Step 2 - Review Quantitative Score

	S&B		HALFF	
Specific Project Team and Staffing Plan	Strength	50	Strength	50
Consultant Comments & Approach	Meets	16.7	Strength	25
Consultant Availability	Meets	16.7	Meets	16.7
Total Score		83.4		91.7

Ranking

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

1. Halff Associates, Inc.
2. S&B Infrastructure

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 Halff Associates, Inc.

**4-O CONSIDERATION AND APPROVAL OF RECOMMENDATION OF
HIGHEST RANKED GEC PROPOSAL FOR SH 550 GAP II PROJECT FOR
ENGINEERING (PS&E) SOLICITATION AND AUTHORIZE STAFF TO
ENTER INTO CONTRACT NEGOTIATIONS.**



MEMORANDUM

TO: Board of Directors
FROM: Jesus Adrian Rincones, Chief Financial Officer 
DATE: December 12, 2019

RE: Item 40 Consideration and Approval of Recommendation of highest ranked GEC proposal for SH 550 GAP II Project for Engineering PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations

SH 550 GAP II Project 0684-01-068

On October 18, 2019 the CCRMA board of directors passed a resolution for the approval of the advanced funding agreement for the SH 550 GAP II Project to prepare the PS&E of the Project.

The advanced funding agreement provides Federal Funding in the form of Category 7 Funds for the engineering work to be performed by a consultant. The Local Participation share of the funding has been budgeted for 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 form the evaluation



IMPROVING MORE THAN JUST ROADS

Project

SH 550 GAP II

Strength	A feature of a Consultant that will contribute to better-than-acceptable performance.
Meets	The Consultant offers acceptable performance in relation to the scope of work being evaluated.
Weak	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.
Fail	Failure, no response

Step 2 - Review Quantitative Score

	S&B		HALFF	
Specific Project Team and Staffing Plan	Strength	50	Meets	33.3
Consultant Comments & Approach	Strength	25	Meets	16.7
Consultant Availability	Meets	16.7	Meets	16.7
Total Score		91.7		66.7

Ranking

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

1. S&B Infrastructure
2. Halff Associates, Inc.

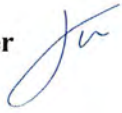
In accordance with the 23 CFR §172.9 and 40 U.S. Code §1104(b) the staff is requesting to commence negotiations for a final contract with the highest ranked firm S&B Infrastructure

**4-P CONSIDERATION AND APPROVAL OF TOLL RATE FARE SCHEDULE
FOR THE SH 550 TOLL ROAD.**



MEMORANDUM

TO: Board of Directors

FROM: Jesus Adrian Rincones, Chief Financial Officer 

DATE: December 12, 2019

RE: Item 4P Consideration and Approval of Toll Rate Fare Schedule for the SH 550 Toll Road

In February 2010 the CCRMA and TxDOT executed the last amendment to the Market Valuation Agreement for the SH 550 Toll Project which outline the requirements for Toll Rate Escalation and the agreed upon methodology.

In summary the methodology requires that no escalation to toll rates should exceed the greater of the Texas State GDP per capita for the preceding year or the Consumer Price Index of the preceding year.

This request for the toll rate escalation conforms to the approved methodology as per our existing agreement and therefore would not require further approvals from TxDOT or the RGVMPO prior to placing into operation.

See attached exhibit A for the recommended toll rate escalation for 2019

Exhibit A
Toll Rate Fare Schedule

	2 Axle Vehicles		3 Axle Vehicles		4 Axle Vehicles		5 Axle Vehicles		6 Axle Vehicles	
	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM
Current	\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
Proposed	\$ 0.51	\$ 0.69	\$ 1.03	\$ 1.37	\$ 1.54	\$ 2.06	\$ 2.06	\$ 2.74	\$ 2.58	\$ 3.43
Net Increase	\$ 0.01	\$ 0.02	\$ 0.03	\$ 0.04	\$ 0.04	\$ 0.06	\$ 0.06	\$ 0.08	\$ 0.08	\$ 0.10
	2.00%	2.99%	3.00%	3.01%	2.67%	3.00%	3.00%	3.01%	3.20%	3.00%

2018 Texas State GDP
3.2%

As per our Approved
Market Valuation we
should not exceed the
prior year State GDP rate
or the National CPI rate.

1. Project Scope	<p>A new 9.6 mile limited access toll facility extending south east from US 77/83 to SH 48 (at the new Port of Brownsville entrance). Including direct connections providing SB to EB and WB to NB movements at US 77/83.</p>
2. Tolling	<p><u>Toll Rates – Per Mile</u></p> <ul style="list-style-type: none"> Base toll rate for Cameron County Regional Mobility Authority system of a range from 15 cents to 20 cents per mile in 2008 dollars Toll for cars and motorcycles = Base Rate Toll for trucks = Base Rate * (N-1) where (N = # of Axles) <p><u>Toll Rate Escalation Methodology</u></p> <ul style="list-style-type: none"> An adjustment to be determined annually and within a range so that no annual increase may exceed the greater of the Texas State Gross Domestic Product per capita for the year immediately preceding the year of adjustment (SGDP) or the Consumer Price Index for the year immediately preceding the year of adjustment (CPI); but in no case less than 0.

**4-Q CONSIDERATION AND AUTHORIZATION TO DECLARE SURPLUS
PROPERTY AND AUTHORIZE STAFF TO DISPOSE OF THAT SURPLUS
PROPERTY.**



MEMORANDUM

4Q

TO: Board of Directors

FROM: Jesus Adrian Rincones, Chief Financial Officer

DATE: December 12, 2019

RE: Item 4Q Consideration and Authorization to Declare Surplus Property and Authorize Staff to Dispose of that Surplus Property

Staff has identified the following list of property to be surplus property to the CCRMA and is requesting approval from the Board to dispose of the property. Property would be disposed of by way of public online auction, donation to a local charitable organization, or by using a waste or recycling service.

QTY	Brand	Model	Serial	Description
9	N/A	Chair	N/A	Meshback rolling swivel chairs
4	N/A	Barstool	N/A	Barstools press wood/leather
3	N/A	Chair	N/A	Leather executive chairs
1	Brother	MFC-9130CW	U63479M4J587313	Pinter MCC
1	Brother	HL-31C	U63478M4J569758	Printer
1	Dell	E2214Hb	CN0F4WW6-74261-51T-A4TL	22" Monitor
1	Dell	2007FPb	MX-0C9536-46634-735-4KOS	20" Monitor
1	Dell	Inspiron 2350	1MKHTX1	AIO Computer/No Hard Drive
1	Dell	Inspiron 2350	9VS7TX1	AIO Computer/No Hard Drive
1	IBM	Lenovo M90z	5205W5Q MJKLTPX	AIO Computer/No Hard Drive
1	IBM	Lenovo M90z	5205W5Q MJKVPDX	AIO Computer/No Hard Drive
1	IBM	Lenovo M90z	5205W5Q MJKLTMZ	AIO Computer/No Hard Drive

**4-R CONSIDERATION AND APPROVAL OF MASTER LEASE AGREEMENT
FOR A PRINTER AND SERVICE CONTRACT WITH TOSHIBA
UTILIZING THE DIR CO-OP**



CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

Sales Representative: John Diaz

SALES PACKET NUMBER

EFFECTIVE DATE

10/09/2019

CUSTOMER INFORMATION

Customer Name: CAMERON COUNTY REGIONAL MOBILITY

Customer Contact:

Billing Address: 3461 CARMEN AVENUE

Phone #:

Ext.:

Customer PO #:

Address 2:

IT Contact:

IT Phone #:

City: RANCHO VIEJO

State: TX

Zip: 78575

eMail:

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

<input type="checkbox"/> OPTION B: Custom Network Integration - Variable / Additional Charges	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.

Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Jesus A. Ramirez

Signature: X

Title: CEO

Date: 12.13.19

DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:

Signature: X

Title:

Date:

TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.