



**IMPROVING MORE THAN JUST ROADS**

**AGENDA**  
**Regular Meeting of the Board of Directors**  
**of the**  
**Cameron County Regional Mobility Authority**  
**3470 Carmen Avenue, Suite 5**  
**Rancho Viejo, Texas 78575**  
**July 30, 2020**  
**12:00 Noon**

**THIS MEETING WILL BE CONDUCTED AS A TELEPHONIC/AUDIO MEETING DUE TO THE COVID-19 HEALTH EMERGENCY AS AUTHORIZED BY V.T.C.A. 551.121-126, TEXAS GOVERNMENT CODE.**

**IF YOU WOULD LIKE TO COMMENT DURING THE PUBLIC COMMENT PERIOD, YOU MAY DO SO BY CALLING THE TOLL-FREE NUMBER 877.853.5257, MEETING I.D. NO. 973 4751 8393, PASSWORD: 275255. YOU MUST SUBMIT YOUR REQUEST NO LATER THAN 11:15 A.M. ELECTRONICALLY TO [psepulveda@ccrma.org](mailto:psepulveda@ccrma.org) BECAUSE THE NUMBER OF DIAL-IN PARTICIPANTS IS LIMITED, PLEASE USE THE TOLL FREE NUMBER ONLY IF YOU ARE MAKING A COMMENT ON AN AGENDA ITEM.**

**PUBLIC COMMENTS:**

- 1. Public Comments.**

**ITEMS FOR DISCUSSION AND ACTION:**

- 2. Action Items.**
  - A. Consideration and Approval of the June 25, 2020 Regular Meeting Minutes.**
  - B. Acknowledgement of Claims.**
  - C. Approval of Claims.**
  - D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of June 2020.**
  - E. Consideration and Approval of the Quarterly Investment Report.**

- F. Consideration and Acceptance of the SH 550 Assessment by Halff & Associates.
- G. Consideration and Approval of a Resolution in Support of CCRMA Projects in the 2021 TxDOT's UTP
- H. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 5 with S&B Infrastructure for providing engineering services required for the aerial survey, utility survey and ROW mapping for East Loop.
- I. Consideration and Approval of Recommendation of highest ranked GEC Proposal for the West Rail Trail Project for PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.
- J. Consideration and Approval of Recommendation of highest ranked GEC Proposal for the Indiana Avenue Project for the Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations.
- K. Consideration and Approval of Recommendation of highest ranked GEC Proposal for the East Loop Project for the Geotechnical Studies and Utility Coordination Solicitation and Authorize Staff to Enter into Contract Negotiations.
- L. Consideration and Approval of Professional Services Agreement with S&B Infrastructure for survey work on the East Loop Project.
- M. Consideration and Approval of the Policies and Procedures for the Procurement of Professional Services for use in State & Federally Funded Projects.
- N. Consideration and Approval of the Easement Agreement for Access concerning that certain real property described in the Deed without Warranty dated December 20, 2016, recorded in Volume 22275, Page 116, Official Records of Cameron County, Texas.

3. **EXECUTIVE SESSION:**

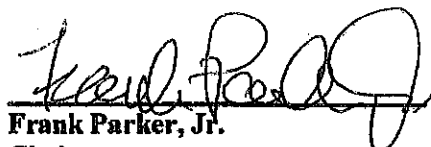
- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with the Easement Agreement for Access concerning that certain real property described in the Deed without Warranty dated December 20, 2016, recorded in Volume 22275, Page 116, Official Records of Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.071(2).

4. **ACTION RELATIVE TO EXECUTIVE SESSION:**

- A. Possible Action.

**ADJOURNMENT:**

Signed this 27th day of July 2020.

  
Frank Parker, Jr.  
Chairman

**2-A      CONSIDERATION AND APPROVAL OF THE  
JUNE 25, 2020 REGULAR MEETING MINUTES**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

**BE IT REMEMBERED** on the 25th day of June, 2020, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority via a Telephonic /Audio Zoom Meeting due to the COVID – 19 health Emergency as authorized by V.T.C.A., 551.125, Texas Government Code 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 VIA PHONE**  
**DIRECTOR**

**MARK ESPARZA**  
**DIRECTOR**

**DR. MARIA VILLEGAS, M.D.**  
**DIRECTOR**

**LEO R. GARZA**  
**DIRECTOR**

**Note: Dr. Villegas joined the meeting at 12:17 pm.**

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The Meeting was called to order by Chairman Parker, at 12:06 pm. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 22nd day of June 2020.

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**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

None.

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## **ACTION ITEMS**

### **2-A Acknowledgement of Claims**

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

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

### **2-B Approval of Claims.**

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

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

Chairman Parker opened the item again. Secretary Nelson moved to approve an invoice for S&B Infrastructure. The motion was seconded by Director Villegas and carried unanimously.

**The Claims are as follows:**

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### **2-C Consideration and Approval of the Financial Statements and Budget Amendments for the Month of May 2020.**

Mr. Victor Barron, RMA Controller went over the Financial Statements for May 2020 with the Board. Staff provided an update on revenues and toll collections. Staff advised the Board that they had gone through all line items in both the administrative budget and the tolls budget and that they had made some budget cuts to address the loss of revenues. Staff will continue to monitor the vehicle registration fees.

Director Garza moved to approve the Financial Statements for May 2020 as presented. The motion was seconded by Director Villarreal and carried unanimously.

**The Financial Statements are as follows:**

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### **2-D Consideration and Approval of the May 28, 2020 Regular Minutes**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the Board that the minutes were for the May 28, 2020 Regular Meeting.

Vice Chairman Scaief moved to approve the minutes of May 28, 2020. The motion was seconded by Treasurer Villarreal and carried unanimously.

**The Minutes are as follows:**

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### **2-E Consideration and Approval to open Money Market Accounts at Texas Regional Bank.**

Mr. Victor Barron, RMA Controller went over the need and purpose to open Money Market Accounts and went over the proposed interest rates.

Treasurer Villarreal moved to approve the Money Market Accounts. The motion was seconded by Director Villegas and carried as follows:

Ayes: Chairman Parker, Secretary Nelson, Treasurer Villarreal, and Director Villegas.

**Note: Vice Chairman Scaief, Director Esparza and Director Garza abstained from discussion and voting. All three Directors submitted the required Affidavit.**

**2-F Consideration and Approval of WA 06 with Halff Associates, Inc. for providing engineering services required for the Development of a Maintenance Asset Report for SH 550.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board that this work authorization was for the preparation of the Section 129 report required by FHWA and Txdot.

Vice Chairman Scaief moved to approve Work Authorization 06 with Halff Associates. The motion was seconded by Treasurer Villarreal and carried unanimously.

**The Work Authorization is as follows:**

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**2-G Consideration and Approval of Payment to Star Systems America, LLC.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over with the Board the report prepared by Star Systems America on the lane equipment at SH 550 and went over their recommendations on how to enhance the existing system and maximize the use of the lane equipment. Mr. Sepulveda recommended payment but to reduce some of the direct expenses so they may meet our travel policies.

Treasurer Villarreal moved to approve payment subject to reducing expenses to meet our travel policies. The motion was seconded by Director Esparza and carried unanimously.

**2-H Consideration and Approval of a Renewal of Letter of Credit with Texas Regional Bank.**

Mr. Victor Barron, RMA Controller advised the Board of the need to renew the Letter of Credit with Texas Regional Bank.

Treasurer Villarreal moved to approve the renewal of the Letter of Credit. The motion was seconded by Director Villegas and carried as follows:

Ayes Chairman Parker, Secretary Nelson, Treasurer Villarreal, and Director Villegas.

**Note: Vice Chairman Scaief, Director Esparza and Director Garza abstained from any discussion and from voting. All three Directors submitted the required Affidavit.**

**The Renewal of the Letter of Credit is as follows:**

**2-I Consideration and Approval of Lease Agreement between the Cameron County Regional Mobility Authority and AGC Solutions, LLC.**

Pete Sepulveda, Jr., went over the proposed lease agreement with the Board. Mr. Sepulveda advised the Board of the proposed rent increase. Mr. Sepulveda also advised the Board that Legal Counsel, David Irwin had reviewed the lease agreement.

Secretary Nelson moved to approve the lease agreement subject to final legal approval. The motion was seconded by Director Villegas and carried unanimously.

**2-J Consideration and Approval of a Resolution Prohibiting the Operation of Certain Motor Vehicles on Cameron County Regional Mobility Authority Toll Road Facilities.**

Director Esparza moved to table the item. The motion was seconded by Treasurer Villarreal and carried unanimously.

**2-K Consideration and Approval of an Additional Policy to Cameron County Regional Mobility Authority Personnel policy manual for use of Protected Health Information.**

David Irwin, Legal Counsel for the CCRMA went over the purpose and the need for the additional policy and its intended use as it relates to COVID-19.

Vice Chairman Scaief moved to approve the additional policy. The motion was seconded by Director Villegas and carried unanimously.

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**Executive Session:**

- 3 – A Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Invoice from Star Systems America, LLC, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**
- 3-B Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Invoice from Toll Plus, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**
- 3-C Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with an Administrative Restructuring Plan, Including Discussion Regarding CCRMA Employees' Duties, Pursuant to V.T.C.A., Government Code, Section 551.071 (2) and 551.074 (1).**
- 3-D Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with the CCRMA Toll Tag, LLC, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**
- 3-E Confer with Cameron county Regional Mobility Authority Legal Counsel Regarding Possible Legal Issues with Prohibiting the use of Motor Vehicles on Cameron County Regional Mobility Authority Toll Road Facilities, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**

**Motion by Vice Chairman Scalef to table Items 3A – 3E. The motion was seconded by Director Esparza and carried unanimously.**

**Action Relative to Executive Session**

- 4-A Possible Action**
- 4-B Possible Action**
- 4-C Possible Action**

**4-D Possible Action**

**4-E Possible Action**

## **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 12:56 P.M.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

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

**ATTESTED:** \_\_\_\_\_  
**ARTURO A. NELSON, SECRETARY**



**2-B      ACKNOWLEDGEMENT OF CLAIMS**

# Acknowledgement of Claims

2-B

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims July 23, 2020



### 100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon May 2020	279.44	Amazon May 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	31136815	221.08	GEXA Ste 3&4 June 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	31137520	64.72	GEXA Ste 6 & tolls June 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	31137875	130.81	GEXA Ste 5&7 June 2020	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212008A	6,583.57	TML Health Benefits Aug 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 3 June 2020	34.55	VMUD June 2020 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 4 June 2020	34.92	VMUD Ste 4 June 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 5 June 2020	34.55	VMUD Ste 5 June 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 6 June 2020	34.17	VMUD Ste 6 June 2020	Indirect	Y	Local	Ope
Valley Municipal Utility District	VMUD Ste 7 June 2020	37.19	VMUD Ste 7 June 2020	Indirect	Y	Local	Ope
		<u>7,455.00</u>					

## 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon May 2020	279.44	Amazon May 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	31137520	281.29	GEXA Ste 6 & tolls June 2020	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Jul 2020	268.82	PUB 588837 Jul 2020	Port Spur - SH550	Y	Local	Tolls
Temp Control, Inc.	300666	510.00	Temp Control July 2020	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0121858070920	2,201.94	Spectrum July 2020	Indirect	Y	Local	Tolls
TML Health Benefits Pool	1212008A	7,353.42	TML Health Benefits Aug 2020	Indirect	Y	Local	Tolls
Valley Municipal Utility District	VMUD Tolls June 2020	36.43	VMUD Tolls June 2020	Indirect	Y	Local	Tolls
		<u>10,931.34</u>					
Operations		\$ 7,455.00					
Tolls		10,931.34					
Total Transfer		<u>\$ 18,386.34</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 7.23.20

Victor J. Barron,  
Controller

Victor Barron 7.23.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 07.23.20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 15, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	580229	\$ 235.82	Aflac July 2020	Indirect	Y	Local	Ope
Gulf Coast Paper Co.	1876487	16.92	Gulf Coast Paper 6.5.20	Indirect	Y	Local	Ope
Staples Business Credit	1629814284	79.00	Staples Busniess Credit Jun 2020	Indirect	Y	Local	Ope
Texas Regional Bank	LOC 6.30.20	250.00	Line of Credit Renewal Fee	Indirect	Y	Local	Ope
		<u>581.74</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gulf Coast Paper Co.	1876487	\$ 16.93	Gulf Coast Paper 6.5.20	Indirect	Y	Local	Tolls
Staples Business Credit	1629814284	27.54	Staples Busniess Credit Jun 2020	Indirect	Y	Local	Tolls
United States Postal Service	USPS 7.10.20	15,000.00	USPS Replenishment 7.10.20	Indirect	Y	Local	Tolls
		<u>15,044.47</u>					
Operations		\$ 581.74					
Tolls		<u>15,044.47</u>					
Total Transfer		<u>\$ 15,626.21</u>					

Reviwed by:


Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 7.15.20

Victor J. Barron,  
Controller

Victor J. Barron 7.15.20

Pete Sepulveda Jr,  
Executive Director

 07.15.20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 8, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AGC Solutions LLC	Admin Rent July 2020	\$ 4,060.00	Admin Rent July 2020	Indirect			
Culligan of the Rio Grande Valley	320895 6.29.20	63.91	Culligan June 2020	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1959817	52.50	Lone Star Shredding June 2020	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	516	2,900.00	CCRMA General File June 2020	Indirect	Y	Local	Ope
Toshiba Financial Services	35794525	311.23	Toshiba Admin Jul 2020	Indirect	Y	Local	Ope
		<u>7,387.64</u>					

### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 6.29.20	\$ 57.95	Culligan June 2020	Indirect			
Law Enforcement Systems LLC	1001384	364.00	Duncan Jun 2020	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-2020063	106.92	Lexis Nexis Jun 2020	Indirect	Y	Local	Tolls
MPC Studios, Inc	29181	125.00	Website Hosting July 2020	Indirect	Y	Local	Tolls
Professional Account Management, LLC	AA PAM Settlement	1,945.00	Alma Arenas PAM Settlement	Indirect	Y	Local	Tolls
Professional Account Management, LLC	AS PAM Settlement	226.80	Amanda Salazar PAM Settlement	Indirect	Y	Local	Tolls
Prisciliano Delgado	PD Lawn Care 6.30.20	200.00	Prisciliano Lawn Care Jun 2020	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 6.29.20	284.17	PUB 600710 Jun 2020	Direct Connectors - SH550	Y	Local	Tolls
Star Systems America, LLC	86	1,648.80	SH-550 Maintenance Travel Expense	SH 550			
Star Systems America, LLC	88	9,765.00	SH-550 Maintenance Lane Mapping	SH 550	Y	Local	Tolls
Tecsidel SA	620	2,575.00	Tecsidel Jun 2020	Pharr-Reynosa Intl	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	516	1,975.00	CCRMA General File June 2020	Indirect	Y	Local	Tolls
Verizon Wireless	9857280137	89.32	Verizon June 2020	Indirect	Y	Local	Tolls
		<u>19,362.96</u>					
	Operations	\$ 7,387.64					
	Tolls	<u>19,362.96</u>					
	Total Transfer	<u>\$ 26,750.60</u>					

Reviwed by:

Monica Ibarra,  
Accounting Clerk

Monica Ibarra 7.8.20

Victor J. Barron,  
Controller

VJB 7.8.20

Pete Sepulveda Jr,  
Executive Director

PJS 07.08.20

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 7, 2020**



**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
US Post Master	USPS 7.1.20	\$ 10,000.00	USPS Replenishment	Indirect			
			7.1.20		Y	Local	Tolls
		<u>10,000.00</u>					
	Tolls	<u>10,000.00</u>					
	Total Transfer	<u>\$ 10,000.00</u>					

Reviwed by:

Monica Ibarra,  
Accounting Clerk Monica Ibarra 7.8.20

Victor J. Barron,  
Controller Victor J. Barron 7.8.20

Pete Sepulveda Jr,  
Executive Director Pete Sepulveda Jr 07.08.20



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 1, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Jun 2020	\$ 2,211.79	AMEX June 2020	Indirect	Y	Local	Ope
ROL Consulting LLC	110	10,000.00	ROL Consulting				
Gulf Coast Paper Co.	1871322	33.28	Services June	Indirect	Y	Local	Ope
			Gulf Coast Paper	Indirect			
			May 2020		Y	Local	Ope
Gulf Coast Paper Co.	1874508	9.61	Gulf Coast Paper Jun	Indirect			
			2020		Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	508	780.00	Rentfro General File				
			Jun 2020	Indirect	Y	Local	Ope
		<u>13,034.68</u>					



### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Jun 2020	\$ 8,173.14	AMEX June 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	31000460	137.86	GEXA 1505 Fm 511 & 1705 Fm 511 Jun 2020	Direct Connectors - SH550	Y	Local	Tolls
Gexa Energy, LP	31000744	770.98	GEXA 570 Fm 511 & 1895 Fm 511 June 2020	Direct Connectors - SH550	Y	Local	Tolls
Gulf Coast Paper Co.	1871322	33.28	Gulf Coast Paper May 2020	Indirect	Y	Local	Tolls
Gulf Coast Paper Co.	1874508	9.62	Gulf Coast Paper Jun 2020	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486021S100500	14,274.00	Kapsch Maintenance Support May 2020	Indirect	Y	Local	Tolls
Quadient Leasing USA, Inc.	N8326483	6,873.00	Quadient June 2020	Indirect	Y	Local	Tolls
Republic Services	0863-001845639	135.17	Republic Services June 2020	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	508	260.00	Rentfro General File Jun 2020	Indirect	Y	Local	Tolls
		<u>30,667.05</u>					
Operations		\$ 13,034.68					
Tolls		<u>30,667.05</u>					
Total Transfer		<u>\$ 43,701.73</u>					

Reviwed by:

Monica Ibarra,  
Accounting Clerk

Monica Ibarra 7.1.20

Victor J. Barron,  
Controller

Victor J. Barron 7.1.20

Pete Sepulveda Jr,  
Executive Director

PJ 07.01.20

**2-C    APPROVAL OF CLAIMS**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims July 30, 2020**

**100 Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank
S&B Infrastructure, LTD	U2716.120-05	\$ 54,229.11	S&B Old Alice Rd APD & PS&E WA 12	CC - Old ALice Road	Y	Local	0
S&B Infrastructure, LTD	U2716.400-01	58,069.08	SH550 Gap II WA:4	SH550 GAP II	Y	Local	0
		<u>112,298.19</u>					

**525 Tolls Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank
TollPlus LLC	O20039	\$ 6,303.75	Tolls Plus Maintenance and Support June 2020	Pharr- Reynosa Int'l Bridge	Y	Local	1
		<u>6,303.75</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank
Texas Municipal League Intergovernmental Risk	9384 7.1.20	\$ 16,291.25	TML Risk Pool July 2020	Indirect	Y	Local	1
TollPlus LLC	O20039	15,271.91	Tolls Plus Maintenance and	Indirect	Y	Local	1
		<u>31,563.16</u>					

Ope Interocal Agreement	\$ 112,298.19
Tolls Interlocal Agreement	6,303.75
Tolls	31,563.16
Total Transfer	<u>\$ 150,165.10</u>

Reviwed by:

Victor J. Barron,  
Controller

*Victor J. Barron*

Pete Sepulveda Jr,  
Executive Director

*(Pete)*

**2-D      CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS  
AND BUDGET AMENDMENTS FOR THE MONTH OF JUNE 2020**





## **JUNE 2020 FINANCIAL REPORT**

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

**VICTOR J. BARRON, CONTROLLER**



## **CCRMA MONTHLY FINANCIAL**

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included In  
Report From 6/1/2020 Through 6/30/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	310,790	2,425,004	3,250,000	(824,996)	2,461,020
Interlocal agreement revenues	10,000	94,716	120,000	(25,284)	15,495
Other revenues	0	0	0	0	174,323
Total Operating Revenues	<u>320,790</u>	<u>2,519,720</u>	<u>3,370,000</u>	<u>(850,280)</u>	<u>2,650,838</u>
Operating Expenses					
Personnel costs	57,190	681,792	846,528	164,737	626,884
Professional services	22,000	227,769	306,642	78,873	142,922
Contractual services	3,973	23,304	110,000	86,696	86,840
Advertising & marketing	125	5,140	18,500	13,360	3,924
Data processing	61	6,018	10,000	3,982	5,192
Dues & memberships	179	17,917	20,000	2,083	12,157
Education & training	0	920	10,000	9,080	3,967
Fiscal agent fees	0	10,995	50,000	39,005	13,904
Insurance	0	411	5,000	4,589	1,332
Maintenance & repairs	1,284	1,456	10,000	8,544	2,819
Office supplies	713	13,509	22,500	8,991	12,948
Rent	4,551	44,820	62,420	17,600	41,535
Travel	0	12,810	30,000	17,190	23,398
Utilities	708	7,940	12,000	4,060	8,360
Total Operating Expenses	<u>90,785</u>	<u>1,054,800</u>	<u>1,513,590</u>	<u>458,791</u>	<u>986,181</u>
Total Operating Income (Loss)	<u>230,005</u>	<u>1,464,920</u>	<u>1,856,410</u>	<u>(391,489)</u>	<u>1,664,658</u>
Non Operating Revenues					
Grant revenues	0	0	0	0	1,612,277
Interest income	3,900	49,553	68,200	(18,647)	33,423
Total Non Operating Revenues	<u>3,900</u>	<u>49,553</u>	<u>68,200</u>	<u>(18,647)</u>	<u>1,645,701</u>
Non Operating Expenses					
Debt interest	0	1,253,431	1,799,750	546,319	478,464
Debt interest-LOC	0	3,771	25,500	21,729	4,255
Total Non Operating Expenses	<u>0</u>	<u>1,257,202</u>	<u>1,825,250</u>	<u>568,048</u>	<u>482,719</u>
Total Changes in Net Position	<u>233,905</u>	<u>257,271</u>	<u>99,360</u>	<u>157,912</u>	<u>2,827,639</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
From 6/1/2020 Through 6/30/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	143,056	1,375,896	1,900,000	(524,104)	1,440,728
Interop Revenues					
Interop revenues	75,994	594,535	700,000	(105,466)	526,931
Bridge interoperability	32,709	370,225	525,000	(154,775)	302,405
Total Interop Revenues	108,703	964,759	1,225,000	(260,241)	829,336
Other Toll Revenues					
Interlocal agreement revenues	11,879	106,481	136,000	(29,519)	34,080
Other	0	0	0	0	10,500
Total Other Toll Revenues	11,879	106,481	136,000	(29,519)	44,580
Total Toll Operating Revenues	263,638	2,447,136	3,261,000	(813,864)	2,314,644
Toll Operating Expenses					
Personnel costs	49,100	540,229	909,077	368,848	489,374
Transaction processing costs	28,425	237,474	411,500	174,026	262,738
Toll system maintenance/IT	26,396	229,361	350,000	120,639	169,639
Roadside maintenance	42,019	373,978	500,485	126,507	321,066
CSC indirect/overhead costs	14,702	114,133	225,550	111,417	95,889
Total Toll Operating Expenses	160,641	1,495,176	2,396,612	901,436	1,338,706
Total Operating Income (Loss)	102,996	951,960	864,388	87,572	975,938
Non Operating Revenues					
Pass through grant revenues	0	0	1,385,000	(1,385,000)	0
Total Non Operating Revenues	0	0	1,385,000	(1,385,000)	0
Non Operating Expenses					
Debt interest	0	1,254,663	2,249,388	994,725	843,352
Project expenses	0	0	0	0	74,201
Total Non Operating Expenses	0	1,254,663	2,249,388	994,725	917,553
Changes in Net Position	102,996	(302,703)	(0)	(302,703)	58,384



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 6/1/2020 Through 6/30/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
<b>Operating Revenues</b>					
Vehicle registration fees	310,790	2,425,004	3,250,000	(824,996)	2,461,020
Interlocal Agreement Revenue	21,879	201,197	256,000	(54,803)	49,575
Toll revenues	251,759	2,340,655	3,125,000	(784,345)	2,270,064
Other revenue	0	0	0	0	184,823
<b>Total Operating Revenues</b>	<b>584,428</b>	<b>4,966,856</b>	<b>6,631,000</b>	<b>(1,664,144)</b>	<b>4,965,482</b>
<b>Operating Expenses</b>					
Personnel costs	106,290	1,222,021	1,755,606	533,585	1,116,258
Accounting software and services	0	1,206	10,000	8,794	5,349
Professional services	22,000	226,563	296,642	70,079	138,037
Contractual services	6,208	30,251	135,000	104,749	93,383
Advertising & marketing	125	36,488	78,500	42,012	21,553
Data processing	61	7,481	10,000	2,519	5,907
Dues & memberships	279	20,957	27,000	6,043	17,283
Education & training	0	920	20,000	19,080	6,452
Fiscal agent fees	0	14,195	50,000	35,805	13,904
Insurance	0	56,440	80,485	24,045	55,983
Maintenance & repairs	2,904	16,976	40,000	23,024	17,352
Office supplies	11,452	142,355	214,500	72,145	151,622
Road maintenance	59,792	544,187	755,000	210,813	427,719
Rent	13,843	75,932	106,970	31,038	61,950
Toll services	14,472	83,995	226,500	142,505	113,096
Travel	1,101	21,755	42,000	20,245	39,144
Utilities	12,900	51,454	62,000	10,546	39,897
<b>Total Operating Expenses</b>	<b>251,427</b>	<b>2,553,176</b>	<b>3,910,203</b>	<b>1,357,027</b>	<b>2,324,887</b>
<b>Net Change from Operations</b>	<b>333,001</b>	<b>2,413,680</b>	<b>2,720,797</b>	<b>(307,117)</b>	<b>2,640,595</b>
<b>Non Operating Revenue</b>					
Pass through grant revenues	0	0	1,385,000	(1,385,000)	0
Interest income	3,900	49,553	68,200	(18,647)	33,423
<b>Total Non Operating Revenue</b>	<b>3,900</b>	<b>49,553</b>	<b>1,453,200</b>	<b>(1,403,647)</b>	<b>33,423</b>
<b>Non Operating Expenses</b>					
Bond Debt Expense	0	2,504,894	4,048,688	1,543,794	1,321,815
Debt Interest - LOC	0	3,771	25,950	22,179	4,255
<b>Total Non Operating Expenses</b>	<b>0</b>	<b>2,508,666</b>	<b>4,074,638</b>	<b>1,565,972</b>	<b>1,326,071</b>
<b>Changes in Net Position</b>	<b>336,901</b>	<b>(45,432)</b>	<b>99,359</b>	<b>(144,791)</b>	<b>1,347,948</b>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report  
From 6/1/2020 Through 6/30/2020

(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Non Operating Revenues		
Grant revenues		
Morrison Road	29,508	55,173
Total Grant revenues	29,508	55,173
Project revenues		
West Blvd. Project	69,378	300,000
SH 32 (East Loop)	3,311	674,848
Morrison Road	1,817	3,397
Indiana Road - COB	0	62,500
CC- Veterans Bridge	0	159,801
CC - Old ALice Road	177,131	275,758
CC - Parks Circulation Study	0	11,628
CC - Bridge Maintenance Projects	0	478,718
CC - Gateway Bridge	4,290	23,896
CC - Parks Traffic Circulation Study	0	1,762
CC - Los Indios LPOE Bldg & Lot	0	17,909
Modification		
CC - Consulting Services PF	0	40,000
CC - International Bridge	0	447,000
CC - Parks	0	479,980
Total Project revenues	255,927	2,977,198
Total Non Operating Revenues	285,435	3,032,371
Non Operating Expenses		
Project expenses		
Indirect	22,000	183,134
South Padre Island 2nd Access	0	245
West Blvd. Project	110,694	400,432
Outer Parkway	0	227
West Rail Relocation	1,817	2,417
SH 550	241	148,455
SH 32 (East Loop)	5,624	1,039,093
South Port Connector - SH32	0	7,832
Whipple Road	575	38,044
FM 509	593	48,167
Morrison Road	23,770	93,637
Indiana Road - COB	36	2,368
CC- Veterans Bridge	1,172	64,868
CC - Old ALice Road	183,452	303,019
CC BRIDGE ADVISORY SERVICES	0	1,136
CC - Parks Circulation Study	0	244
CC - Bridge Maintenance Projects	0	483,387
CC - Gateway Bridge	5,199	30,224
CC - Parks Traffic Circulation Study	0	17,497
CC - Los Indios LPOE Bldg & Lot	0	17,909
Modification		
CC - Consulting Services PF	8,000	48,000
CC - International Bridge	108	282,110
CC - Parks	18	544,718
Total Project expenses	363,298	3,757,164
Total Non Operating Expenses	363,298	3,757,164
Total Changes in Net Position	<u>(77,863)</u>	<u>(724,793)</u>

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet  
As of 6/30/2020  
(In Whole Numbers)

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	4,118,072
Restricted cash accounts - debt service	5,432,040
Accounts receivable, net	3,508,747
Accounts receivable - other agencies	1,935,198
Accrued interest	0
Total Current Assets:	14,994,058
Non Current Assets:	
Capital assets, net	102,369,990
Capital projects in progress	23,414,858
Unamortized bond prepaid costs	104,532
Net pension asset	5,150
Total Non Current Assets:	125,894,530
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	193,715
Deferred outflow related to pension	168,350
Total Deferred Outflow of Resources	362,065
Total ASSETS	141,250,652
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	883,339
Deferred revenue	360,677
Total Current Liabilities	1,244,017
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	76,418,371
Total Non Current Liabilities	92,602,558
Deferred Inflows of Resources	
Deferred inflows related to pension	11,943
Total LIABILITIES	93,858,518
<b>NET POSITION</b>	
Beginning net position	44,997,192
Total Beginning net position	44,997,192
Changes in net position	2,394,942
Total Changes in net position	2,394,942
Total NET POSITION	47,392,134
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	141,250,652

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 6/30/2020

(In Whole Numbers)

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	168,030	1,971,220
Receipts from Interop Toll revenues	100,377	967,248
Receipts from TPS Toll Revenues	146,025	1,773,535
Receipts from Other Operating Revenues	29,879	209,197
Payments to Vendors	(190,489)	(1,454,494)
Payments to Employees	<u>(108,462)</u>	<u>(1,072,289)</u>
Total Cash Flows from Operating Activities	<u>145,360</u>	<u>2,394,418</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Construction in Progress	242,524	(1,224,161)
Payments on principal and interest	0	(2,897,156)
Proceeds related to redevelopment assets	634	2,392,607
Payment on interlocal project expenses	(308,149)	(2,358,446)
Interlocal project proceeds	<u>29,508</u>	<u>55,173</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(35,484)</u>	<u>(4,031,983)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>9,780</u>	<u>49,553</u>
Total Cash Flows from Investing Activities	<u>9,780</u>	<u>49,553</u>
Beginning Cash & Cash Equivalents		
	<u>9,430,455</u>	<u>11,138,124</u>
Ending Cash & Cash Equivalents	<u><u>9,550,112</u></u>	<u><u>9,550,112</u></u>

**2-E      CONSIDERATION AND APPROVAL OF THE QUARTERLY  
INVESTMENT REPORT**



## Investment Report

**TO: CCRMA Board of Directors**

**FROM: Victor J. Barron, Controller** *VJB*

**DATE: July 30, 2020**

**SUBJ: Quarterly Report of CCRMA Investments**

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Certificate of Deposit</u>	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Date Opened</u>	<u>Term</u>	<u>Maturity Date</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 5/31/2020</u>
<b>2010 Bond Reserves</b>	28746	\$ 1,000,000.00	\$ 1,013,411.10	12/8/19	6 months	6/8/20	1.30%	\$ 3,068.00
<b>2010 Bond Reserves</b>	28748	870,000.00	884,120.31	12/8/19	6 months	6/8/20	1.40%	2,882.47
		\$ 1,870,000.00	\$ 1,897,531.41					\$ 5,950.47

Total Market Value of Principal and Accrued Interest

\$ 1,903,481.88

Required level of security at 102%

\$ 1,941,551.52

<u>Collateral Pledged</u>	<u>Cusip</u>	<u>Market Value 5/31/20</u>	<u>FDIC Insurance</u>	<u>Total Pledged &amp; Insured Value</u>	<u>Safekeeping Location</u>
FNMA15	31417UZ40	\$ 2,162.27	\$ -	\$ 2,162.27	Federal Home Loan Bank
FNMA15	3138AURT6	330,918.16		330,918.16	Federal Home Loan Bank
FNMA15	3138W9GC8	475,841.51		475,841.51	Federal Home Loan Bank
FNMA 15	3138WA5D5	516,412.60		516,412.60	Federal Home Loan Bank
FHLMC 15	3128MEC33	114,283.44		114,283.44	Federal Home Loan Bank
FNMA 20	31418AAJ7	413,000.63		413,000.63	Federal Home Loan Bank
FHR 4305	313EKVS1	637,611.72		637,611.72	Federal Home Loan Bank
FNMA15	3140QAQU7	1,682,971.26		1,682,971.26	Federal Home Loan Bank
FNMA15	3138EQTM4	333,241.20		333,241.20	Federal Home Loan Bank
FHR 4305	3137B87B7	149,048.07		149,048.07	Federal Home Loan Bank
FHR 3756	3137A2MS7	1,017,716.92		1,017,716.92	Federal Home Loan Bank
	N/A	N/A	250,000	250,000.00	Federal Deposit Insurance
		\$ 5,673,207.78	\$ 250,000	\$ 5,923,207.78	

I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

Inst : 029  
 Report: COD/3200-034 10.00.2  
 System: 05/30/2020 02:29

TEXAS REGIONAL BANK  
 CERTIFICATES OF DEPOSIT SYSTEM  
 PUBLIC FUNDS

Page: 7  
 Run Date: 05/29/2020  
 Processed Thru: 05/31/2020

CERTIFICATE	BR	NAME	CL	RSP TYP	CURRENT BALANCE	CURRENT ACCRUED	RATE	MHIT	TERM	MATURITY DATE	ISSUED DATE
28746	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	1,013,411.10	3,068.00	1.3000	0	Q 6	06/08/20	12/08/15
						ORIGINAL AMOUNT:				750,000.00	
28748	07	CAMERON COUNTY REGIONAL MOBILITY	08	PFA 518	884,120.31	2,882.47	1.4000	0	Q 6	06/08/20	12/08/15
						ORIGINAL AMOUNT:				900,000.00	
- - - - - T O T A L S F O R T Y P E 5 1 8 - - - - -											
	NUMBER	PREVIOUS BALANCE		CURRENT BALANCE	CURRENT ACCRUED	WEIGHTED YIELD				ORIGINAL AMOUNT	
	2	1,897,531.41		1,897,531.41	5,950.47	1.3466W				1,650,000.00	

# Pledges By Pledgee And Maturity

BBA

Pledged To: CAMERON CO REG MOBILITY AUTH

Texas Regional Bank - McAllen, TX

As Of 5/31/2020

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Receipt# Safekeeping Location	CUSIP Location	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
FHLB: FED HOME LOAN BANK	31417UZ40	AFS	FNMA 15YR 01/01/25	AC7962 4.50		4,861,587.00 0.82%	40,000.00	2,036.70	2,116.00	2,162.27
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 2.50%	80,000.00	13,312.25	13,733.76	14,081.62
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 3.13%	100,000.00	16,640.32	17,167.21	17,602.03
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 6.25%	200,000.00	33,280.63	34,334.41	35,204.06
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 6.25%	200,000.00	33,280.63	34,334.41	35,204.06
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 6.25%	200,000.00	33,280.63	34,334.41	35,204.06
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 15.63%	500,000.00	83,201.58	85,836.03	88,010.15
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 12.50%	400,000.00	66,561.27	68,668.82	70,408.12
FHLB: FED HOME LOAN BANK	3138AURT6	AFS	FNMA 15YR 10/01/26	AJ3197 3.50		3,200,000.00 6.25%	200,000.00	33,280.63	34,334.41	35,204.06
FHLB: FED HOME LOAN BANK	3138W9GC8	AFS	FNMA 15YR 08/01/28	AS0194 3.00		1,500,000.00 100.00%	1,500,000.00	447,161.18	463,123.44	475,841.51
FHLB: FED HOME LOAN BANK	3138WA5D5	AFS	FNMA 15YR 02/01/29	AS1743 3.00		1,650,000.00 100.00%	1,650,000.00	487,637.82	503,480.41	516,412.60
FHLB: FED HOME LOAN BANK	3128MEC33	AFS	FHLMC 15YR 02/01/30	G15290 3.50		1,500,000.00 6.67%	100,000.00	35,592.62	37,243.49	38,094.48
FHLB: FED HOME LOAN BANK	3128MEC33	AFS	FHLMC 15YR 02/01/30	G15290 3.50		1,625,000.00 6.15%	100,000.00	35,592.62	37,330.05	38,094.48

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

6/1/2020 7:26 AM - JDB / TRBC

BBA - Baker Bond Accounting ®

The Baker Group Software Solutions, Inc.



# Pledges By Pledgee And Maturity

BBA

Pledged To: CAMERON CO REG MOBILITY AUTH

Texas Regional Bank - McAllen, TX

As Of 5/31/2020

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Receipt# Safekeeping Location	CUSIP Location	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
FHLB: FED HOME LOAN BANK	3128MEC33	AFS	FHLMC 15YR 02/01/30	G15290 3.50		1,625,000.00 6.15%	100,000.00	35,592.62	37,330.05	38,094.48
FHLB: FED HOME LOAN BANK	31418AAJ7	AFS	FNMA 20YR 11/01/31	MA0908 4.00		2,270,000.00 82.60%	1,875,000.00	359,117.78	383,867.16	389,133.76
FHLB: FED HOME LOAN BANK	31418AAJ7	AFS	FNMA 20YR 11/01/31	MA0908 4.00		2,270,000.00 3.96%	90,000.00	17,237.65	18,425.62	18,678.42
FHLB: FED HOME LOAN BANK	31418AAJ7	AFS	FNMA 20YR 11/01/31	MA0908 4.00		2,270,000.00 1.10%	25,000.00	4,788.24	5,118.23	5,188.45
FHLB: FED HOME LOAN BANK	3138EKVS1	AFS	FNMA 20YR 03/01/33	AL3324 3.50		2,000,000.00 71.00%	1,420,000.00	525,217.33	550,675.23	569,439.40
FHLB: FED HOME LOAN BANK	3138EKVS1	AFS	FNMA 20YR 03/01/33	AL3324 3.50		2,000,000.00 8.50%	170,000.00	62,878.13	65,925.91	68,172.32
FHLB: FED HOME LOAN BANK	3140QAQU7	AFS	FNMA 15YR 02/01/34	CA3166 4.50		2,000,000.00 25.50%	510,000.00	425,134.42	457,177.23	458,992.16
FHLB: FED HOME LOAN BANK	3140QAQU7	AFS	FNMA 15YR 02/01/34	CA3166 4.50		2,000,000.00 68.00%	1,360,000.00	1,133,691.78	1,219,139.29	1,223,979.10
FHLB: FED HOME LOAN BANK	3138EQTM4	AFS	FNMA 20YR 10/01/34	AL7755 4.00		1,050,000.00 33.33%	350,000.00	143,578.14	150,893.38	155,512.56
FHLB: FED HOME LOAN BANK	3138EQTM4	AFS	FNMA 20YR 10/01/34	AL7755 4.00		1,050,000.00 38.10%	400,000.00	164,089.31	172,449.58	177,728.64
FHLB: FED HOME LOAN BANK	3137B87B7	AFS	FHR 4305 MA 08/15/38	3.00		1,280,000.00 10.16%	130,000.00	33,705.28	34,152.65	34,294.25
FHLB: FED HOME LOAN BANK	3137B87B7	AFS	FHR 4305 MA 08/15/38	3.00		1,280,000.00 27.34%	350,000.00	90,744.99	91,949.44	92,330.66
FHLB: FED HOME LOAN BANK	3137B87B7	AFS	FHR 4305 MA 08/15/38	3.00		1,280,000.00 6.64%	85,000.00	22,038.07	22,330.58	22,423.16

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6/1/2020 7:26 AM - JDB / TRBC

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# Pledges By Pledgee And Maturity

BBA

Pledged To: CAMERON CO REG MOBILITY AUTH

Texas Regional Bank - McAllen, TX

As Of 5/31/2020

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Receipt# Safekeeping Location	CUSIP	ASC 320	Description Maturity Prerefund	Pool/Type Coupon	Moody S&P	Original Face Pledged Percent	Pledged			
							Original Face	Par	Book Value	Market Value
FHLB: FED HOME LOAN BANK	3137A2MS7	AFS	FHR 3756 CB 11/15/40	4.50		2,000,000.00 37.50%	750,000.00	750,000.00	822,132.63	825,175.88
FHLB: FED HOME LOAN BANK	3137A2MS7	AFS	FHR 3756 CB 11/15/40	4.50		2,000,000.00 2.50%	50,000.00	50,000.00	54,808.84	55,011.73
FHLB: FED HOME LOAN BANK	3137A2MS7	AFS	FHR 3756 CB 11/15/40	4.50		2,000,000.00 6.25%	125,000.00	125,000.00	137,022.11	137,529.31
29 Securities Pledged To: CAME - CAMERON CO REG MOBILITY AUTH							13,060,000.00	5,263,672.62	5,589,434.77	5,673,207.78

**2-F      CONSIDERATION AND ACCEPTANCE OF SH 550 ASSESSMENT BY  
HALFF & ASSOCIATES**

July 20, 2020  
AVO 32870.011

Pete Sepulveda, Jr.  
Executive Director  
Cameron County Regional Mobility Authority (CCRMA)  
3461 Cameron Avenue  
Rancho Viejo, Texas 78575

RE: SH 550 Maintenance Assessment Report  
Limits: IH69E to SH48  
County: Cameron County

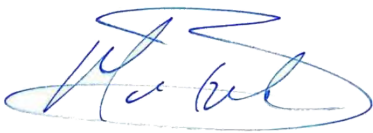
Dear Mr. Sepulveda,

This letter is to inform you that the maintenance assessment, per Work Authorization No. 6 for SH 550 from IH69E to SH48, has been completed.

Attached is the SH 550 Maintenance Assessment Report with findings, photos, and considerations.

Sincerely,

HALFF ASSOCIATES, INC.



Miles T. Bullion, PE, CFM  
Project Manager

## **Executive Summary**

Halff Associates, Inc. and DBE partner TEDSI Infrastructure Group contracted with Cameron County Regional Mobility Authority (CCRMA), to provide corridor visual maintenance assessment engineering services to develop a Maintenance Asset Report for SH 550 from IH69E to SH48, approximately 10.0 miles in Cameron County, Texas.

### **Assessment**

The field inspection was conducted via multiple visits from June 6<sup>th</sup> to July 14<sup>th</sup>, 2020. In general, SH 550 appears to be in adequate condition. Evidence of CCRMA addressing previously noted assets as requiring maintenance was observed during the field inspection. Sealing of cracks in concrete riprap was observed. Erosion control measures were also observed to have been implemented in areas that were previously noted as requiring soil stabilization. The following Maintenance Asset Report details issues/concerns with each type of asset. These areas of concerns should be addressed to insure the longevity of SH550.

In general, cracks were observed along the righthand shoulder of both the north bound and south bound lanes. Little evidence was seen that crack sealing was taking place. Vegetation has grown along the edge of the pavement resulting in some cracking. Vegetation was also seen to have taken root inside of the drainage slots of the jersey barrier. A substantial amount of debris has accumulated along the shoulder of the pavement and along the bridge decks. Most of the concrete rip-rap around the bridge abutments was found to have vegetation growing in the weep holes and joints. Erosion around concrete rip-rap structures, edge of pavement, and steep side slope was very common from FM 511 to SH 48. Drainage Structures were seen to have been in good condition where erosion of the side slope had not taken place. A few roadside safety elements were noted as requiring some minor maintenance. Signage was intact for the most part, however several delineators were broken.

## **SH 550 Maintenance Assessment Report**

### Limits: IH69E to SH48 Cameron County Regional Mobility Authority

Halff Associates, Inc. and DBE partner TEDSI Infrastructure Group contracted with Cameron County Regional Mobility Authority (CCRMA), to provide corridor visual maintenance assessment engineering services to develop a Maintenance Asset Report for SH 550 from IH69E to SH48, approximately 10.0 miles in Cameron County, Texas.

This Maintenance Asset Report is intended to service as documentation required per: 23 U.S. Code § 129

Miles Bullion, P.E. (Project Manager – Halff); Chris D. Caron, P.E. (QA/QC – Halff); Benjamin A. Luna, E.I.T. (Inspector – Halff); Carlos J. Oyervides, E.I.T. (Inspector – TEDSI) completed the field inspection from July 6<sup>th</sup> and July 14<sup>th</sup>, 2020. The weather conditions on the days of the field inspections were clear and hot.

Photos, measurements, and suggestions presented throughout the report are categorized by asset type:

1. Pavement: assessed and documented pavement condition and maintenance activities and/or needs in relation to current service life
2. Bridge Class Structures: reviewed TxDOT bridge inspection reports and assessed field conditions in relation to said reports, documented maintenance activities and/or needs
3. Drainage Structures: assessed and documented drainage structure condition and maintenance activities and/or needs in relation to desired performance
4. Roadside Safety Elements: assessed and documented roadside safety element condition and maintenance activities and/or needs in relation to desired performance
5. Signage: assessed and documented roadside safety element condition and maintenance activities and/or needs in relation to desired performance
6. Pavement Markings: assessed visually, not by use of reflectivity measurements, the condition and maintenance activities and/or needs in relation to desired performance
7. Geotechnical: assessed slopes, erosion, and other geotechnical assets to evaluate general stability in relation to desired performance
8. Miscellaneous

Appendix A captures additional documentation of various assets throughout the corridor. A legend of where photos were observed can be found on page 13 of this document.



## Pavement



PV5: Crack in Asphalt -NBML N of FM 1847



PV7: Crack in Asphalt – NBML S of Ditch No. 3



PV11: Transverse Cracking 3'-5' Apart – SBML W of Old Alice Rd.



PV10: Crack in Rigid Concrete – NBML Exist Toll Gantry

Generally, the north bound and south bound main travel lanes were in good condition. However, the right-hand and periodically the left-hand shoulder were observed to have minor to major cracking. This cracking may be resulting from the erosion of the pavement edge and/or vegetation growth in the pavement wedging open cracks. Please refer to photo PV5 and PV7 for examples of such cracking. Little to no crack seal repair was seen and well rooted vegetation along the edges of the pavement were common. Transverse cracking ranging from 3' – 5' apart was observed throughout all sections of the rigid concrete pavement sections as shown in PV11. Pieces of concrete pavement were observed to have broken off at the edge of the pavement near toll gantries as shown in photo PV10.

## **Bridge Class Structures**



B9: Bridge Joint – FM3248



B13: Cracked and Vegetated Rip-Rap – RR N of SH48

Bridge structures were observed visually and looked to be in overall good condition. Issues were noted however with the non-structural concrete rip-rap located around the abutment of the bridges at multiple locations. The concrete rip-rap was seen either cracking or becoming dislodged in some locations. This is resulting from a mixture of the soil beneath the rip-rap being washed out or vegetation growing in the rip-rap as shown in B13. Weep holes were also observed to have been clogged with vegetation. Herbicide is recommended to terminate the growth of existing and future vegetation growth. Bridge joints should be cleaned out and resealed. Refer to photo B9 for an example of a bridge joint needing to be resealed. It is recommended to remove roadside debris from bridge decks.

Bridge inspection reports provided by CCRMA, via TXDOT, were also reviewed. In general bridge decks were in good condition with roadway approaches to the bridges ranging from good to satisfactory condition.

Structure NBI numbers:

21-031-0-0039-08-(432,433)  
21-031-0684-01-(238,245,246,250,251,252,253)  
21-031-362201-(001,003,255,261)



## Drainage Structures



D2: Stream Crossing. Overgrown Vegetation. – SBML north of RR Crossing #1



D3: Stream Crossing. Overgrown Vegetation. – SBML north of RR Crossing #1



D5: Damaged Curb Inlet – FM 1847



D6: Overgrown Vegetation. – Ditch No.3

Drainage structures were found to be experiencing overgrown vegetation in addition to excessive silt accumulation due to the erosion occurring along the front slopes. The existing stone riprap and stream channel treatments appeared to be in satisfactory conditions. It is recommended to maintain vegetation and remove silt from drainage structures,

At the overpasses for FM 1847 and FM 3648, there is evidence of damage to the curb inlets along the inside radii of the U-turn lanes. This damage appears to be caused by semi-trucks that are taking the U-turn and encroaching into the curb and driving over the inlets. It is recommended that the inlets be repaired.

## Roadside Safety Elements



R3: Object marker knocked down – NBML south end Crossing #1



R4: MBGF separated from posts. – NBFR south of RR



R5: MBGF separated from posts. – NBFR south of Old Alice Rd



R6: Cracked PCTB – SBML Toll Gantry #2

The permanent concrete traffic barrier (PCTB) along SH 550 was noted to have experienced some vertical cracking at the toll plazas. This cracking appears to not adversely affect the functionality of the barrier. The majority of the barrier is in satisfactory condition and there is no apparent damage due to a strike from a vehicle.

Many of the object markers along the southern portion of SH 550 were observed to be down and not functional. They appeared to have been struck and damaged by mowing operations. CCRMA should consider replacement of damaged object markers and monitor during mowing.

The MBGF and End Treatments along SH 550 were observed to be in good condition and not damaged by any vehicular strike. However, there are two segments of MBGF along the NBML that are experiencing some separation between the rail and posts. It is recommended that the MBGF in these locations be repaired.



## Signage



S1: Tilted Speed Limit Sign – SBML Toll Gantry #1



S2: Damaged Foldable Sign – SBML north of RR Crossing #1



S4: Rotated Warning Sign – NBML RR Crossing#1



S6: Tilted Warning Sign – SBML north of Old Alice Rd

The majority of the signage along SH 550 is currently in fair condition. There are several locations where the signs are tilted, rotated, or completely broken due to apparent high winds and existing soil conditions.

Maintenance is required to straighten signs upright by tightening mounts or replacing the entire assembly and completely replacing foldable warning sign.

As noted in previous reports, CCRMA should consider alternative mounting options for signs if high winds continue to cause loosening of the sign mounts.

## Pavement Markings



PM3: Faded pavement markings at bridge – NBML south of RR Crossing #1



PM4: Faded pavement markings at bridge – NBML at FM 1847



PM5: Faded pavement markings at bridge – SBML at FM 1847



PM6: Faded pavement markings at bridge – NBML at Toll Plaza

The existing pavement markings along SH 550 were mostly found to be in fair condition with an exception of the pavement markings at the following bridges and toll gantries:

- FM 1847 (NBML and SBML)
- FM 3248 (NBML and SBML)
- RR Crossing #1 (NBML and SBML)
- Toll Plaza #1 and Toll Plaza #2 (NBML and SBML)

CCRMA should address these issues by retracing existing pavement markings or upgrading to placement of new shadow markings on concrete pavement for better durability purposes.



## Geotechnical



G2: Erosion at front slopes – SBML south of RR Crossing #1



G4: Run-off erosion at front slopes– SBML north of RR Crossing



G5: Run-off erosion at front slopes– SBML north of RR Crossing #1



G7: Run-off erosion at front slopes– SBML south of FM 511

There were evident erosion issues observed along SH 550 mainly at the front slopes of the main lanes which appear to be causing functionality issues with soil stability, sign foundations and MBGF foundations.

The run-off has also led to rill erosion and created multiple channels in the header front slopes as seen in Photos G2, G4, G5 and G7. Previously, this issue was addressed by additional seeding efforts at the front slopes and the addition of curb behind the guard rail to control the path of runoff. While these maintenance repairs have been effective in some areas along SH 550, CCRMA should consider additional soil stabilization efforts at these areas to prevent further damage.

## **Geotechnical (Cont.)**



G1: Sign foundation exposed – SBML S of RR Crossing #1



G3: MBGF post foundation exposed due to erosion – SBML north of RR Crossing #1



G6: Sign Foundation exposed due to erosion -SBML

Multiple foundations of ground mounted large signs have been eroded and exposed the rip rap as seen in Photo G1 and G6. There is also observed issues with cave-ins at the MBGF foundations affected as seen in Photo G3. These issues should be addressed by alternative soil stabilization techniques to prevent future erosion issues at these foundations.



## **Miscellaneous**



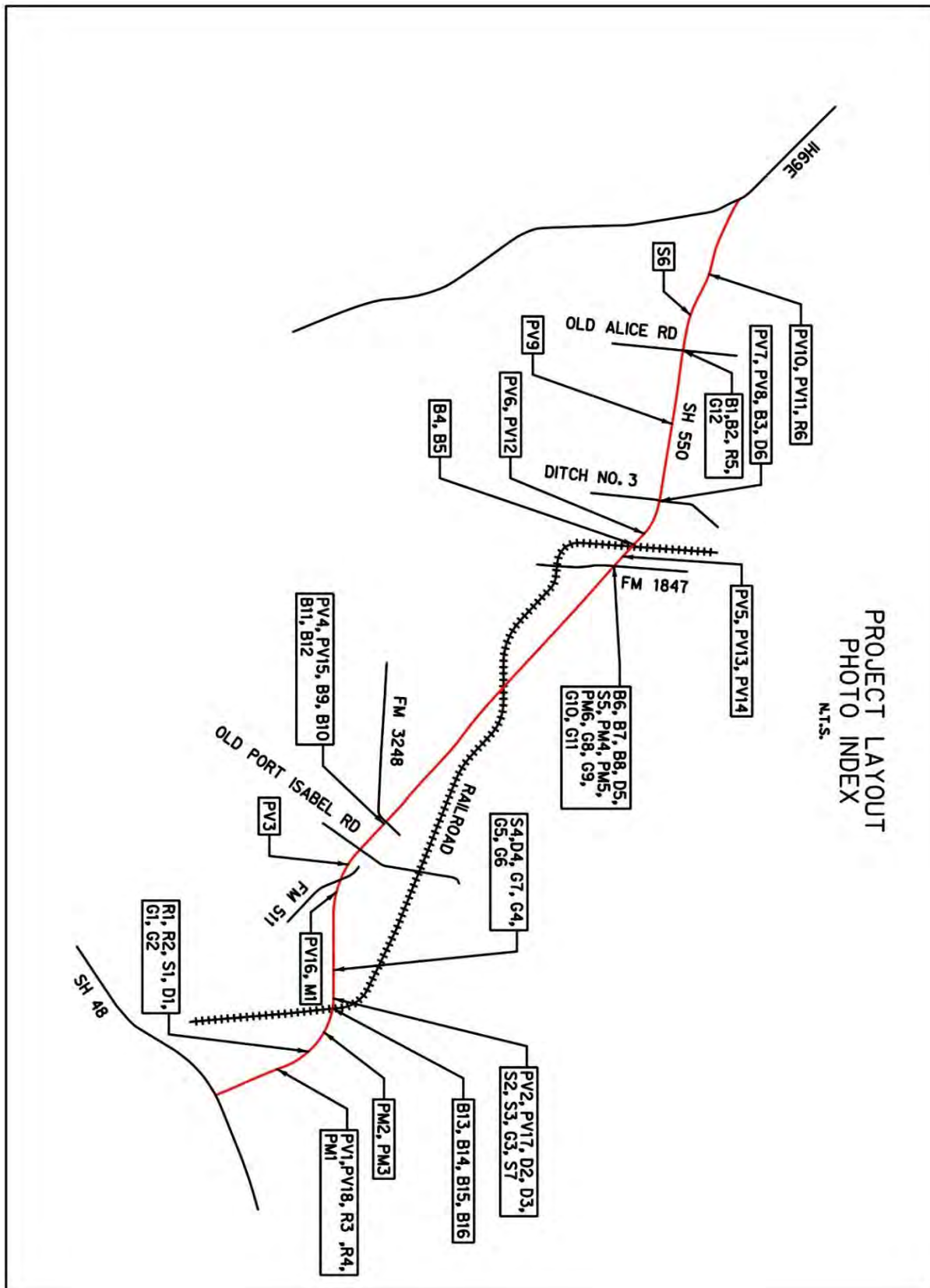
M1: Exposed conduit due to erosion – SH 550 Frontage Rd

Although ITS, tolling equipment, illumination, and other electrical assets were not inspected for maintenance as part of scope, it is worth noting that the erosion has also affected frontage roads along SH 550 and exposed the conduit for luminaires. CCRMA should consider monitoring and further evaluate.

## **APPENDIX A**

Additional Documentation







PV1: Crack in Asphalt – NBML Entry Toll Gantry



PV2: Crack in Asphalt – NBML N Side of Bridge over RR



PV3: Crack in Asphalt – NBML S of Old Port Isabel Rd



PV4: Crack in Asphalt – NBML Old Port Isabel Bridge



PV5: Crack in Asphalt -NBML N of FM 1847



PV6: Crack in Asphalt -NBML N of FM 1847 & RR





PV7: Crack in Asphalt – NBML S of Ditch No. 3



PV8: Crack in Asphalt – NBML N of Ditch No. 3



PV9: Transverse Cracking 3'-5' Apart – NBML W of Old Alice RD



PV10: Crack in Rigid Concrete – NBML Exist Toll Gantry



PV11: Transvers Cracking 3'-5' Apart – SBML W of Old Alice RD



PV12: Cracks in Asphalt – SBML East of Ditch No. 3





PV13: Crack in Asphalt – West of FM 1847 at Toll Gantry



PV14: Crack in Asphalt – West of FM 1847



PV15: Crack in Asphalt - SBML South of FM 3248



PV16: Crack in Asphalt – SBML East of FM 511



PV17: Crack in Asphalt – SBML RR Bridge N of SH48



PV18: Crack in Asphalt – SBML Exit Toll Gantry





B1: Bridge Joint – SBML Old Alice Road



B2: Vegetated Rip-Rap – Old Alice Road



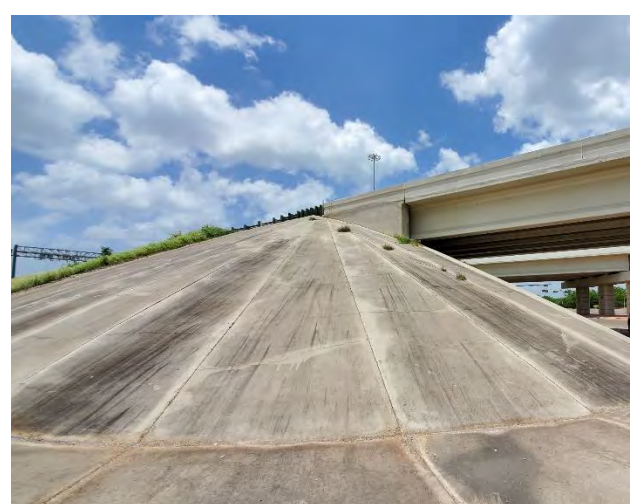
B3: Cracking of Concrete – SBML Ditch No. 3



B4: Cracked and Vegetated Rip-Rap – RR N of FM1847



B5: Vegetated Rip-Rap – RR N of FM1847



B6: Cracked and Vegetated Rip-Rap FM1847





B7: Dislodged Rip-Rap – FM1847



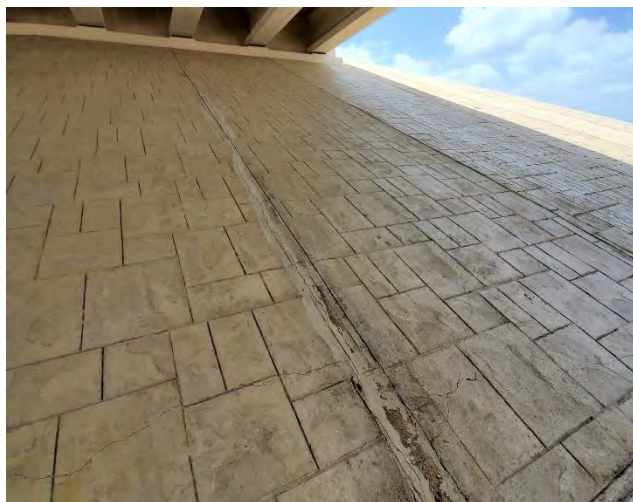
B8: Cracked and Rust Stained Rip-Rap – FM1847



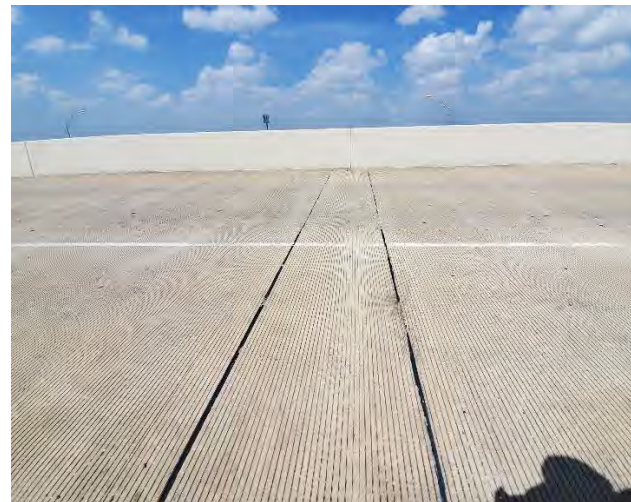
B9: Bridge Joint – FM3248



B10: Dislodged Rip-Rap – FM3248



B11: Crack Needing to be Resealed – FM3248



B12: Bridge Deck – FM3248





B13: Cracked and Vegetated Rip-Rap – RR N of SH48



B14: Crack Requiring Resealing – RR N of SH48



B15: Vegetated Rip-Rap – RR N of SH48



B16: Bridge Deck – RR N of SH 48



D1: Culvert Crossing, Overgrown Vegetation. – SBML  
 south end



D2: Stream Crossing, Overgrown Vegetation. – SBML  
 north of RR Crossing #1





D3: Stream Crossing. Overgrown Vegetation. – SBML  
 north of RR Crossing #1



D4: Culvert Crossing. Overgrown Vegetation. – NBML  
 north of RR Crossing #1



D5: Damaged Curb Inlet – FM 1847



D6: Overgrown Vegetation. – Ditch No. 3



R1: Cracked PCTB – SBML Toll Gantry #1



R2: Object marker down. –SBML south End





R3: Object marker knocked down – NBML south end  
 Crossing #1



R4: MBGF separated from posts. – NBFR south of RR



R5: MBGF separated from posts. – NBFR south of Old  
 Alice Rd



R6: Cracked PCTB – SBML Toll Gantry #2



S1: Tilted Speed Limit Sign – SBML Toll Gantry #1



S2: Damaged Foldable Sign – SBML north of RR Crossing #1



S3: Rotated Warning Sign – SBML north of RR Crossing#1



S4: Rotated Warning Sign – NBML RR Crossing#1



S5: Tilted Warning Sign – NBML north of FM 1847



S6: Tilted Warning Sign – SBML north of Old Alice Rd





S7: Rotated Warning Sign – SB Frontage Rd  
Adjacent to RR Bridge North of SH 48



M1: Exposed conduit due to erosion – SH 550 Frontage Rd



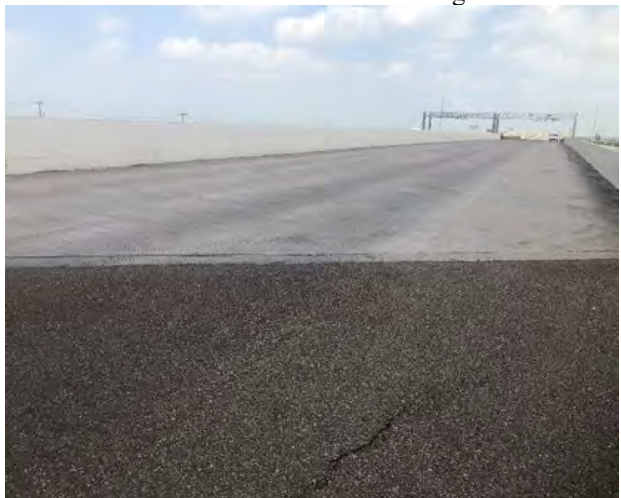
PM1: Faded pavement markings at toll plaza – NBML at  
south end



PM2: Faded pavement markings at bridge approach – NBML  
south of RR Crossing #1



PM3: Faded pavement markings at bridge – NBML south  
of RR Crossing #1



PM4: Faded pavement markings at bridge – NBML at FM 1847





PM5: Faded pavement markings at bridge – SBML at FM 1847



PM6: Faded pavement markings at bridge – NMBL at Toll Plaza



G1: Sign foundation exposed – SBML S of RR Crossing #1



G2: Erosion at front slopes – SBML south of RR Crossing #1



G3: MBGF post foundation exposed due to erosion – SBML north of RR Crossing #1



G4: Run-off erosion at front slopes– SBML north of RR Crossing





G5: Run-off erosion at front slopes— SBML north of RR Crossing #1



G6: Sign foundation exposed due to erosion – SBML



G7: Run-off erosion at front slopes– SBML south of FM 511



G8: Run-off erosion at front slopes – SBML north of FM1847



G9: Run-off erosion at front slopes – SBML north of FM1847



G10: Run-off erosion at front slopes – SBML north of FM1847





G11: Run-off erosion at front slopes – SBML north of FM1847



G12: Undermining of Pavement – NBML at Old Alice Rd

**2-G      CONSIDERATION AND APPROVAL OF RESOLUTION IN SUPPORT OF CCRMA  
PROJECTS IN THE 2021 TXDOT UTP**

**2-H      CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WA NO.2 TO WA  
NO. 5 WITH S&B INFRASTRUCTURE FOR PROVIDING ENGINEERING  
SERVICES REQUIRED FOR THE AERIAL SURVEY, UTILITY SURVEY AND  
ROW MAPPING FOR EAST LOOP.**



## SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 5

This Supplemental Work Authorization No. 2 is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 – No Change on Exhibit C (not attached)**

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 \$884,375.07 to \$971,791.85, an increase of \$87,416.78 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: \_\_\_\_\_

**S&B INFRASTRUCTURE, LTD.**

By: \_\_\_\_\_  
Name: Daniel O. Rios, PE, President  
Date: \_\_\_\_\_

**LIST OF EXHIBITS**

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

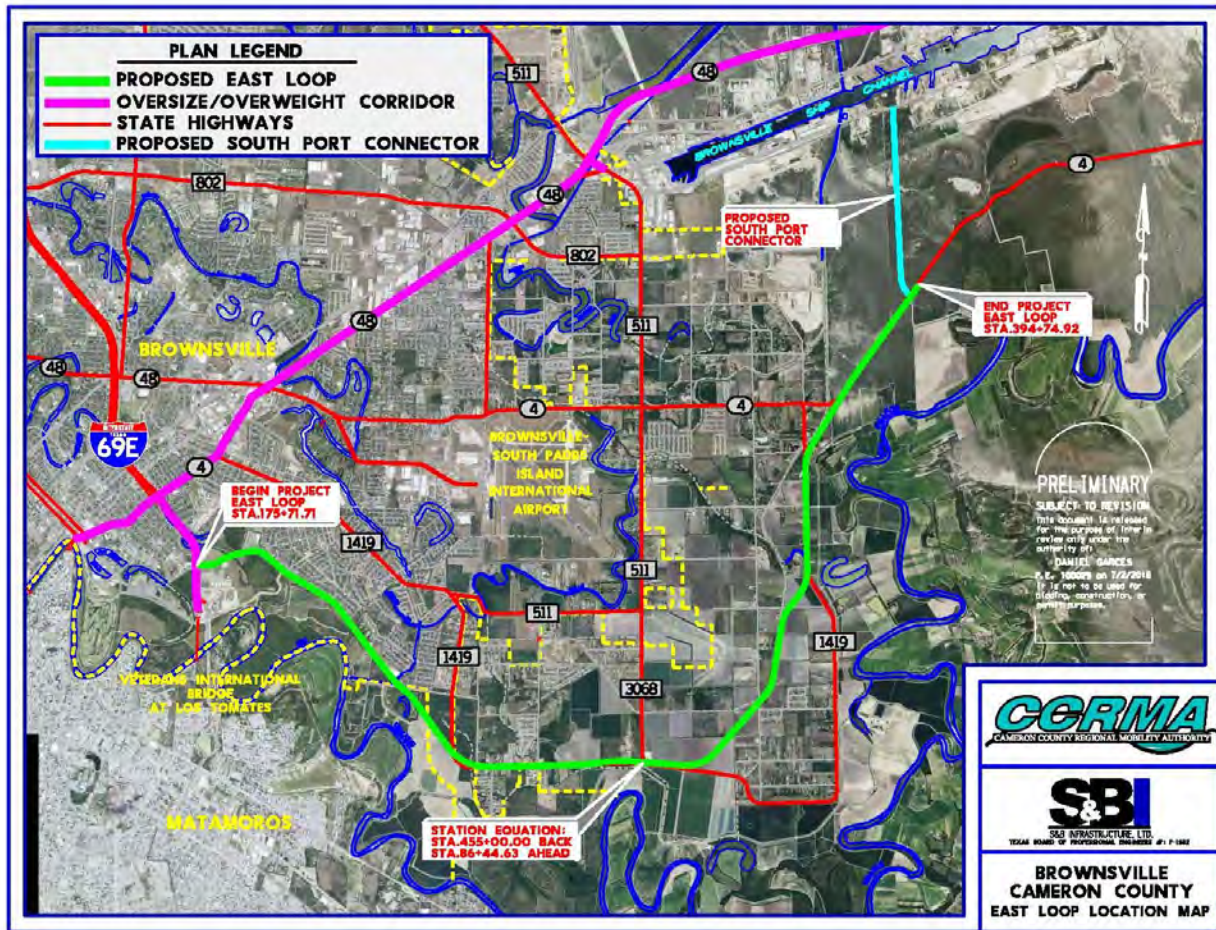
# EXHIBIT A

## 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**

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

### **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 and/or modified services needed to complete the advance project development scope.

### **TASK 120 – Social, Economic and Environmental Studies**

#### **Texas Antiquities Permit Application, Archeological Field Survey, and Survey Report**

Based on discussions with the AUTHORITY and TxDOT ENV following submittal of a TxDOT-compliant Archeological Background Study in February 2020, ENGINEER will conduct database searches of the restricted Sites Atlas maintained by the Texas Historical Commission (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 a Texas Antiquities Permit application to be submitted to the THC on behalf of the AUTHORITY. Based on previous survey coverage information provided by the AUTHORITY, SWCA, and the ENGINEER, the permit will focus on approximately 106 acres not covered by previous investigations within the project's overall 331-acre footprint.

After a valid permit number is obtained, field investigations will be conducted at the Phase I intensive-survey level according to standards finalized in March 2020 and promulgated by the THC and the Council of Texas Archeologists (CTA) in April 2020. Due to the potential for deep Holocene-age deposits throughout the project area, it is expected that the primary survey method will be mechanical trenching. Shovel tests will also be excavated in areas with low ground surface visibility and/or to assess the plow zone in agricultural fields. At this time, ENGINEER estimates 10 days of shovel



testing and 20 days of trenching (resulting in the excavation and recording of approximately 80-100 deep units) to ensure full compliance with the new standards and with TxDOT's expectations.

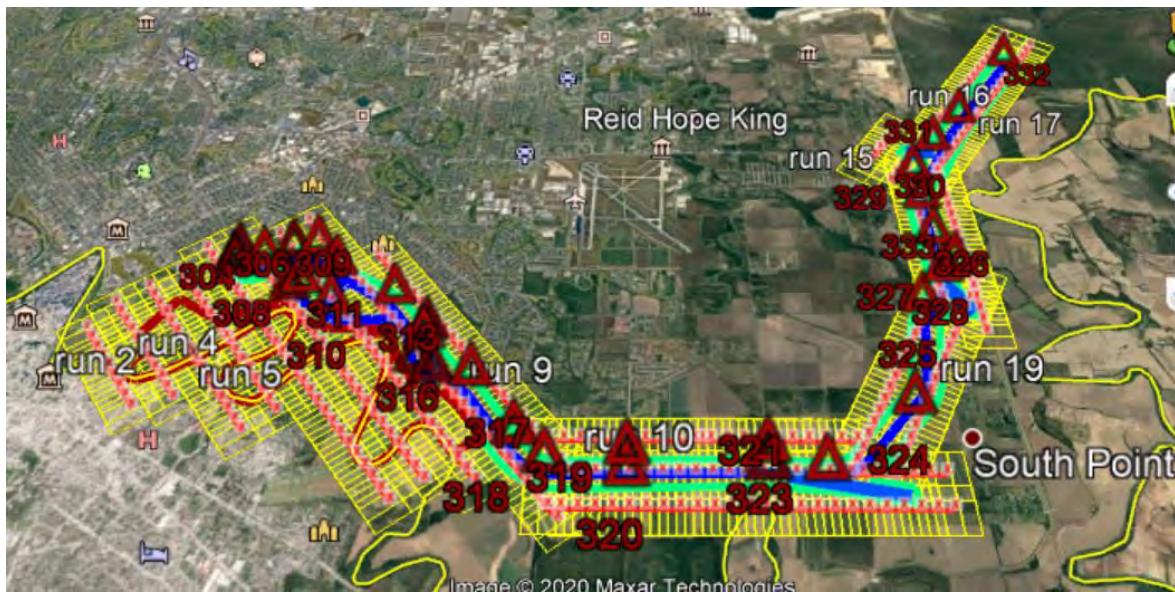
Since the project is located in a combination of existing publicly owned right-of-way and private land anticipated for acquisition, ENGINEER assumes a mixed and limited artifact collection policy. Diagnostic artifacts found on public land will be collected and curated, while diagnostic artifacts found on private land will be photographed in the field and returned to their original findspots.

Draft and final reporting of the results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines and will be coordinated with the AUTHORITY and the THC per the terms of the approved archeological permit. A draft report will be submitted first to the AUTHORITY for comments; these comments will be incorporated into a draft report to be submitted to the THC for review.

#### **TASK 150 – DESIGN SURVEYS**

##### **LiDAR Acquisition**

**Data Acquisition** - The Acquisition limits for the aerial survey have been revised to include the Rio Grande section in the area of the Levee relocation limits. The survey area has been revised and the total area is shown in the figure below.



#### **FUNCTION CODE 130(163) – UTILITY ENGINEERING**

Utility Engineering Investigation (currently SUE): The Quality Level B – Designate has been reduced to 38,500 feet.

PROJECT: East Loop  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron  
 S & B JOB NO.: U2716.500 SWA2 to WA5

07/17/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	RPLS	2-Man Survey Crew	Env Scientist VII	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	120	SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES																		
		ARCHEOLOGICAL SURVEY (See Attached Cost Proposal)																		
682110		Reporting, Coordination, Curation for Additional Areas	CMEC	SPECIAL														0	\$84,947.32	
		Sub Total (120 - SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES)			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$84,947.32
	150	DESIGN SURVEYS & PHOTOGRAMMETRY																		
		LIDAR and Mapping (Additional Area for Levee Analysis)	RAM	SPECIAL															\$25,000.00	
		Sub Total (150 - DESIGN SURVEYS & PHOTOGRAMMETRY)			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$25,000.00
	130 & 150	UTILITY SURVEY, ROW SURVEY & MAPPING																		
		SUE Designation Level B (Reduction of Scope)	RSUE																(\$25,000.00)	
		Sub Total (130 & 150 - UTILITY SURVEY, ROW SURVEY & MAPPING)			0	0	0	0	0	0	0	0	0	0	0	0	0	0		(\$25,000.00)
	164	GENERAL COORDINATION for Bid Packaging and Letting																		
		Project Management / QA/QC	S & B	BASIC			2						8					10	\$2,209.50	
		Project Secretary (Clerical)	S & B	BASIC													4	4	\$259.96	
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			0	0	2	0	0	0	0	0	8	0	0	0	4	14		\$2,469.46
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	2	0	0	0	0	0	8	0	0	0	4	14		\$87,416.78
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	214.99	150.87	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	57.00	40.00	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																		
		Sub Total (F.C. 160)																		\$0.00
		NON LABOR TOTAL																	\$0.00	
		BASIC SERVICE TOTAL																	\$87,416.78	
		PROJECT TOTAL																		\$87,416.78

**Attachment - Cost Proposal**

**S&B - CCRMA East Loop - Archeological Survey of Previously Unsurveyed Areas**  
**Cox|McLain Environmental Consulting, Inc.**

**LABOR**

	Env. Project Manager	Env. Scientist V	Env. Scientist IV Arch PI	Env. Scientist III Arch PA	GIS Manager	Env. Sci. I/II Arch Tech	GIS Operator	Admin/ Clerical		Totals
Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours
<b>Task 1</b> Archeological Survey										
2.1 Texas Antiquities Permit Application	1	4	6	8	8	0	8	2		37
2.2 Intensive Archeological Survey	0	8	160	160	8	160	16	2		514
2.3 Reporting, Coordination, Curation	1	16	40	80	12	40	24	4		217
<b>Total Labor Hours</b>	<b>2</b>	<b>28</b>	<b>206</b>	<b>248</b>	<b>28</b>	<b>200</b>	<b>48</b>	<b>8</b>		<b>768</b>
<b>Rate</b>	\$150.00	\$125.00	\$105.00	\$85.00	\$83.55	\$68.00	\$67.38	\$51.21		
<b>SUBTOTAL Labor Cost</b>	<b>\$300.00</b>	<b>\$3,500.00</b>	<b>\$21,630.00</b>	<b>\$21,080.00</b>	<b>\$2,339.40</b>	<b>\$13,600.00</b>	<b>\$3,234.24</b>	<b>\$409.68</b>		<b>\$66,093.32</b>

**EXPENSES**

	Unit	Quantity	Rate	Total
Backhoe + operator -- to be provided by CCRMA	Day	0	\$1,500.00	\$0
Mileage (Allowable IRS Rate)	Miles	8000	\$0.575	\$4,600
Hotel (taxes/fees not included)	Day	60	\$96.00	\$5,760
Hotel taxes/fees -- 15%	Day	60	\$14.40	\$864
Per Diem	Day	60	\$55.00	\$3,300
Car Rental (at cost)	Day	0	\$60.00	\$0
Airport parking	Day	40	\$20.00	\$800
Rental vehicle fuel	Gal	0	\$4.00	\$0
Airfare (at cost)	R/T	2	\$500.00	\$1,000
Overnight Delivery	Letter	0	\$2.00	\$0
Field Supplies (At cost)	Misc	1	\$100.00	\$100
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	\$40.00	\$0
TARL site registration (digital only)	Site	5	\$96.00	\$480
TARL Curation fee (assume limited collection; diagnostics and records only)	Drawer	0.5	\$3,900.00	\$1,950
<b>TOTAL Nonlabor Expenses</b>				<b>\$18,854.00</b>

Notes/Assumptions: Archeological survey for 11.5-mile alignment. Assumes primarily mechanical trenching supplemented by shovel testing. Assumes 20 days of trenching with a crew of two and 10 days of shovel testing with a crew of two. Assumes excavator and operator provided by the County. Assumes no historic resources studies (covered under existing WA).

**TOTAL COSTS - CMEC**

**\$84,947.32**





## **Exhibit D Cost Proposal**

August 20, 2019

**Mohamed Allam**

Civil Structure Specialist

[MAAllam@sbinfra.com](mailto:MAAllam@sbinfra.com)

S & B Infrastructure, Ltd.

[www.sbinfra.com](http://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**

**Additional Area for Levee Analysis**

**Lump Sum Fee \$ 25,000.00**

**2-I    CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST  
RANKED GEC PROPOSAL FOR THE WEST RAIL TRAIL PROJECT FOR  
PS&E SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT  
NEGOTIATIONS**



IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: Board of Directors  
From: Pete Sepulveda, Jr. *PS*  
Executive Director

Date: July 30, 2020

Subj: Item 2I

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On December 12, 2019, the CCRMA Board of Directors passed a resolution for the approval of the Advanced Funding Agreement (AFA) for the West Rail Project formerly known as the West Blvd project to prepare the Preliminary Engineering of the project.

The AFA provides for 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 will be required for this project.

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

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

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

Below is a summary of the resulting scores from the evaluation.

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

### Step 2 - Review Quantitative Score

	<b>S&amp;B</b>		<b>Halff</b>	
<b>Specific Project Team and Staffing Plan</b>	Strength	50	Meets	33.3
<b>Consultant Comments &amp; Approach</b>	Strength	25	Strength	25
<b>Consultant Availability</b>	Strength	25	Meets	16.7
<b>Consultant Interview (if applicable)</b>	Fail	0	Fail	0
<b>Total Score</b>		100		75

### 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 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.

**2-J CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST  
RANKED GEC PROPOSAL FOR THE INDIANA AVENUE PROJECT FOR  
THE PRELIMINARY ENGINEERING SOLICITATION AND AUTHORIZE  
STAFF TO ENTER INTO CONTRACT NEGOTIATIONS**

**2-K CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST  
RANKED GEC PROPOSAL FOR THE EAST LOOP PROJECT FOR THE  
GEOTECHNICAL AND UTILITY COORDINATION SOLICITATION AND  
AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS**



**2-L CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES  
AGREEMENT WITH S&B INFRASTRUCTURE FOR SURVEY WORK ON THE  
EAST LOOP PROJECT**

## **PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, pursuant to a qualifications-based selections process consistent with provisions of federal regulations (23 C.F.R. § 172), the Professional Services Procurement Act (Tex. Gov't Code § 2254.001. et seq.), and the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Cameron County Regional Mobility Authority (the "Authority") selected S&B Infrastructure, Ltd. (the "Engineer") to provide general consulting civil engineering services for the Authority; and,

WHEREAS, the Authority and the Engineer entered into that certain Agreement for General Consulting Civil Engineering Services effective as of May 10, 2018 (the "Master Agreement"); and,

WHEREAS, the Authority needs the Engineer to provide additional general consulting civil engineering services for the Levee River Cross Sections (the "Project"); and,

WHEREAS, the Project is funded entirely by local funds pursuant to an interlocal agreement between the Authority and Cameron County, Texas; and,

WHEREAS, the Engineer agrees to provide general consulting civil engineering services for the Project in accordance with this Agreement; and,

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date");

NOW, THEREFORE, the parties agree, as follows:

### **1.0 Definitions.**

- 1.1 Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Engineer.** Any reference herein to the "Engineer" shall be interpreted to mean the same as S&B Infrastructure, Ltd.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.

- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain general consulting civil engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference as well as any Services required for the Project that are described in **Appendix A** to the Master Agreement.
- 1.5 Project.** Any reference herein to the “Project” shall be interpreted to mean the same as the West Blvd APD.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.
- 1.7 Privity only with the Engineer.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Engineer and the Engineer's permitted successors and assigns.
- 1.8 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.
- 2.0 Engineer’s Representations.** In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Engineer, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Engineer is fully qualified to perform the Services.
- 2.2** The Engineer shall maintain all necessary licenses or other authorizations necessary for the Services until the Engineer’s duties under this Agreement have been fully satisfied.
- 2.3** The Engineer has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.

- 2.4 Prior to the execution of this Agreement, the Engineer has become familiar with the Project and the Services required by this Agreement as well as has reviewed the Authority's concerns, if any, and the Engineer accepts the foregoing in entering into this Agreement.
- 2.5 The Engineer assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, subconsultants, or others employed or retained by Engineer in connection with the Services.

### 3.0 Compensation.

- 3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **THIRTY EIGHT THOUSAND FIVE HUNDRED FOUR AND 81/100 DOLLARS (\$38,504.81)** to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement.
- 3.2 Subject to section 3.1, the Authority and the Engineer shall otherwise comply with the compensation and billing requirements described in the Master Agreement except that, to the extent that such requirements do not apply to a not-to-exceed agreement or to the use of local funds, such requirements shall not apply to this Agreement.
- 3.3 Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

### 4.0 Authority's Obligations. Pursuant to the Agreement, the Authority agrees to perform any obligations of the Authority as detailed herein.

- 4.1 The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 4.2 The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.
- 4.3 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Engineer's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Engineer has been paid any sums not due, then such sums shall be reimbursed by the Engineer to the Authority within two (2) Working Days of written demand by the Authority.

## **5.0 Additional Obligations of the Engineer.**

- 5.1** The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.
- 5.2** The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.
- 5.3** The Engineer warrants and represents that it will assign only qualified personnel to perform the Services.
- 5.4** All Services provided by the Engineer shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 5.5** The Engineer shall provide insurance for the Services performed for this Project consistent with the insurance requirements described in the Master Agreement.
- 5.6** The Engineer, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Engineer's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Engineer acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Engineer further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Agreement by specific performance, as well as hold the Engineer liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Engineer agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the

Engineer and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.

- 5.7** The Engineer shall comply with any other requirements of the Master Agreement applicable to this Agreement.

## **6.0 Notices, Invoices, and Reports.**

- 6.1** All notices, invoices, or reports shall be delivered to the Authority and to the Engineer in accordance with the notice provisions of the Master Agreement.

## **7.0 Additional Considerations.**

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.4 Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Engineer to use the services of the subcontractors or subconsultants listed on **Exhibit 3** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.



- 7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.6 Independent Contractor.** The Engineer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE ENGINEER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.10 Indemnification.**
- 7.10.1** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT

THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.10.2** In this connection, it is expressly agreed that the Engineer shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Engineer the consequences of which the Engineer has indemnified the Authority. If the Engineer shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Engineer including attorney's fees and court costs.
- 7.10.3** Any money due to the Engineer under and by virtue of the Agreement, which the Authority believes must be withheld from the Engineer to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Engineer's payments shall not be withheld, and its surety shall be released, if the Engineer is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.
- 7.10.4** The Engineer shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Engineer guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.
- 7.10.5** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

- 7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Engineer pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.
- 7.12 Assignment/Transfer.** The Engineer shall not assign or transfer any of its rights or interest under the Agreement without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.
- 7.13** THE ENGINEER EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE ENGINEER AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE ENGINEER WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE ENGINEER, THAT THE ENGINEER SHALL INDEMNIFY THE AUTHORITY UNDER SECTION 7.10.
- 7.14** IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE ENGINEER'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

## **8.0 Exhibits.**

- 8.1** The following noted documents are a part of the Agreement:

**8.1.1 Exhibit 1.** Description of Services.

**8.1.2 Exhibit 2.** Master Agreement. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

**8.1.3 Exhibit 3.** List of approved Subcontractors/Subconsultants.

- 8.2** To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a

provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control. Notwithstanding the foregoing, the provisions of **Exhibit 1** applicable to the use of State or Federal funds shall not apply to this Agreement.

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

**S&B INFRASTRUCTURE, LTD.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel O. Rios, PE, President

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Frank Parker, Jr., Chairman



## EXHIBIT 1 AUTHORITIES RESPONSIBILITIES

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

### ***GENERAL***

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

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

# EXHIBIT 1

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

### PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: CCRMA  
PROJECT/DESCRIPTION: Levee River Cross Sections



PROPOSED CROSS SECTIONS START AND END

The ENGINEER will perform any needed preliminary project development which will include:

#### TOPOGRAPHIC STUDY AND BATHYMETRY

The topographic survey will be carried out starting with two support points obtained with GPS, both in coordinates and elevation, even obtaining this elevation must have an official level bank (CILA) which will serve for all calculations derived from this topographic survey.

To obtain the sections on the field, a GPS station and real-time ROVER (RTK) will be used, obtaining the relevant points of the area to be lifted, an open polygonal will be formed to support the points that need to be raised with a total station. The bathymetry in the Rio Grande will be obtained with an echo sounder, obtaining a profile of the bottom of the riverbed throughout the survey and sections every 50 m of separation between each of them.

# EXHIBIT 1

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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The coordinates used will be UTM (Universal Traverse of Mercator) and the elevations referred to the level bank provided by CILA.

The study will consist of the following chapters:

- General report
- Photographic report
- General plan
- Detailed plan
- Profile along the bottom of the river
- Cross sections

The topographic and hydraulic survey will consist of obtaining cross sections between the Rio Grande (Mexico) and the levee of the Mexican side, the corresponding data will be obtained, such as sections and profile of the bottom of the River Bravo in a length of 2000m, 1000m upstream and 1000m downstream.

- Sections lifting according to the norms and specifications of the CILA
- Leveling of the official bank of CILA to the location of the bridge (field work)
- Obtaining of the permits required to work in the strip of the river between Mexico and the United States
- Coordination with the United States counterpart in relation to these works

Deliverables:

- Set of original plans
- Floppy disk game with Auto CAD files
- Electronic and printed files of Surveys

## EXHIBIT 1

### 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

100% Submittal – 6 weeks from NTP



PROJECT: Levee River Cross Sections  
 CLIENT: CCRMA  
 CONTRACT:  
 CSJ:  
 COUNTY: Cameron County  
 S & B JOB NO.:

07/27/20

EXHIBIT 1 - FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist I/II	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS			
		TOPOGRAPHIC STUDY & BATHYMETRY																		
		Topographic Study & Bathymetry (See CAXCAN's Cost Proposal)	CAXCAN	BASIC														0	\$35,000.00	
		Sub Total ( - TOPOGRAPHIC STUDY & BATHYMETRY)			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$35,000.00	
	145	Project Administration and Coordination																		
		Project Manager (Proj Coord)(0.5 HRS/WK)	S & B	BASIC			6											6	\$1,649.94	
		Prepare Proj. Meetings Notes	S & B	BASIC													2	2	\$129.98	
		Cameron County RMA Project Coordination	S & B	BASIC			3				4							7	\$1,724.89	
		Sub Total (145 - Project Administration and Coordination)			0	0	9	0	0	0	4	0	0	0	0	2	15		3,504.81	
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	9	0	0	0	4	0	0	0	0	2	15		38,504.81	
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	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	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23				
	145	NON LABOR																		
		Travel To Meetings	S & B	SPECIAL														\$0.00		
		Sub Total (F.C. 160)																	\$0.00	
		NON LABOR TOTAL																\$0.00		
		BASIC SERVICE TOTAL																\$ 38,504.81		
		PROJECT TOTAL																	\$38,504.81	



Exhibit 1  
Cost Proposal

Mexico City. February 12th, 2020.

**HECTOR LOPEZ**  
**Project Manager**  
**S&B Infrastructure, Ltd.**

In attention to your kind request, we present for your consideration our scope for the following services required for the RELOCATION OF LEVEE in the area of the Rio Grande located downstream of the Veterans Bridge.

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**SCOPE OF THE WORKS.**

**I. TOPOGRAPHIC STUDY AND BATHYMETRY.**

**TOTAL AMOUNT OF THIS SCOPE OF WORK: \$ 35,000.00 DLLS.**  
**(DOES NOT INCLUDE VAT)**

Kindest regards.

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**Ing. Jesus Javier Montero Casillas**  
**DIRECTOR OPERATIVO.**

### EXHIBIT 3

#### LIST OF APPROVED SUBCONTRACTORS

For this Professional Services agreement, subconsultant services will be provided by:

CAXCAN S.A. de C.V.

**2-M CONSIDERATION AND APPROVAL OF THE POLICIES AND PROCEDURES  
FOR THE PROCUREMENT OF PROFESSIONAL SERVICES FOR USE IN  
STATE AND FEDERALLY FUNDED PROJECTS.**





## **Cameron County Regional Mobility Authority Policies and Procedures for the Procurement of Professional Services for use in State & Federally Funded Projects**

The Authority will pursue both Federal and State forms of government aid for the development of transportation projects. The following policies and procedures for procurement of professional services shall be used when projects will be utilizing federal funds. These written procedures shall be maintained by the Authority and will not be implemented until receiving prior approval from the Texas Department of Transportation (TxDOT) for federally funded projects. The Authority follows the requirements prescribed in 23 CFR 172.5(c) for the procurement, management, and administration of engineering and design related services for the use of Federal Government Aid on its projects.

The Authority will be utilizing a multiphase process in which the Authority will issue a RFQ for the selection of multiple firms followed by the issuance of a RFP for final selection. These processes are described in further detail below.

23 CFR 172.5(c) the contracting agency shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services. These policies and procedures shall address, as appropriate for each method of procurement a contracting agency purposes to use, the following items to ensure compliance with Federal and State laws, regulations, and the requirements of this part:

### **(1) Preparing a scope of work and evaluation factors for ranking/selection of a consultant;**

#### **RFQ**

The Authority will solicit by providing general descriptions of transportation projects. The authority will include a general description, type of work, discipline of work needed and evaluation factors including their relative weight of importance and scoring methodology.

Evaluation criteria used for ranking and selection of a consultants' qualifications may include, but is not limited to:

- a. Management experience and approach serving as GEC
- b. Experience and expertise of key individuals in performing GEC duties and project development technical areas (including construction, engineering, and inspection services)
- c. Past Performance on similar GEC and project development assignments
- d. Approach to Quality Control/Quality Assurance in project development activities and construction phase engineering services serving as GEC

## **RFP**

The Authority will prepare a clear, accurate, and detailed scope of work and evaluation factors defined in the Request for Proposals (RFP) for project specific purposes. The internal management of the Authority develops the overall procurement document outlining the purpose, services desired, project scope, requirements, content and overall scoring methodology. The scope of work should detail the following:

- a. Purpose and description of the project(s)
- b. Services to be performed
- c. Deliverables to be provided
- d. Estimated schedule for performance of the work
- e. Applicable standards, specifications and policies
- f. Type of contract

Selection team determines both the evaluation factors and scoring methodology in the context of the desired services to be procured and provides the necessary information to proposers within the procurement document outlining the evaluation factors and selection process. Evaluation criteria used for ranking and selection of consultants to perform engineering and design related services may include, but is not limited to

- a. Technical Approach
- b. Project Understanding
- c. Work Experience
- d. Specialized Expertise
- e. Professional Licensure
- f. Staff Capabilities
- g. Workload Capacity
- h. Past Performance

Selection Team shall develop the relative weight for each evaluation criteria. The weighted percentage for each evaluation criteria will be identified in the specific RFQ/RFP. Price and in-state or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. The final factors with weights will be as shown in the RFQ and RFP.

***The RFQ/RFP, as well as any forms or referenced exhibits, will be submitted to TxDOT for concurrence prior to advertising. If additional scope of work is added or modified (not in the original RFQ / RFP), the Authority will verify and check for compliance under the Brooks Act (qualified based selection). The Authority will submit changes and/or modifications to TxDOT for concurrence prior to revising the original scope per 23 CFR 172.9.e.***

## **(2) Soliciting interests, qualifications, or proposals form prospective consultants;**

The Authority provides these internal policies outlining the procedures for soliciting interests, qualifications, or proposals. Furthermore, the Authority provides within the specific procurement document outlining the requirements for said procurement. The Authority's Procurement Policies will be available online or upon request. The Authority will solicit interest in a manner to provide fair and reasonable opportunities for interested proposers to participate.

### **RFQ**

Procurement procedures will be a multiphase process with the issuance of request for qualifications (RFQ) whereby prospective respondents are ranked solely based on qualifications and the ability of the firm to perform the work in a competent and responsible manner. The Authority will submit the notice to TxDOT for concurrence prior to advertisement. The solicitation process shall be made by public advertisement, after Board Approval. The Authority will place a notice seeking Statements of Qualifications from professional engineering firms in one newspaper for a minimum of two (2) consecutive weeks. The notice will also be posted on the Authority's website to allow a fair opportunity for in-state and out-of-state consultants to submit a packet in response to the RFQ .

The notice period will be a minimum of 14 days and will include;

- a. The Authority's website with the location of the source where RFQ packet may be obtained;
- b. RFQ number;
- c. Type of contract;
- d. General description of the type of project, work to be done which will include but not be limited to general transportation engineering services and location of the project located within the boundaries of Cameron County
- e. The due date for providers to send qualifications; and
- f. Addendums after solicitation has been advertised.

g. Name, address, and email address of the contact person.

## **RFP**

A request for proposal (RFP) will be provided to selected pool of engineers / multiple firms, with the Authority selecting a minimum of three (3) firms and a maximum of eight (8) firms for the specific project. The Authority will then evaluate proposals based on the criteria established and published with the RFP and will notify the Board of Directors of the final ranking of the most highly qualified proposers.

RFP will have a minimum 14 days to respond depending on complexity of project and will include the following:

- a. Project Information
- b. Content of the response
- c. Scope of proposal
- d. Submittal instructions
- e. Delivery method-email, mail or hand delivered
- f. For non-responsive providers, address a notification to the provider advising no further consideration
- g. Addendums: after solicitation has been advertised
- h. Notification of addendums to providers who have submitted responses prior to deadline.
- i. The process for addressing questions from the providers addressed during the advertisement period. (CCRMA Team Member will be assigned to compile all questions).

**(3) Preventing, identifying and mitigating conflicts of interest for employees of both the contracting agency and consultants and promptly disclosing in writing any potential conflict to the STA and FHWA, as specified in 2 CFR 200.112 and 23 CFR 1.33, and the requirements of this part.**

No employee, officer, or agent of the contracting agency shall participate in selection or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

- a. The employee, officer or agent
- b. Any member of his or her immediate family;
- c. His or her partner; or



d. An organization that employs or is about to employ any of the above

The Authority's Board of Directors, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub agreements.

- 23 CFR 1.33 rules specifically prohibit all proposers, developers, consultants, and subconsultants as well as their affiliates from offering, giving, or agreeing to give a "gift or benefit" to a member of the Board of Directors, or to any employee of the Authority or former employee of the Authority who has any involvement in the procurement or the administration of the project.
- It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the Authority, or for any employee or former employee of the Authority to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal, therefore, pending before this government.
- Employees of the Authority who participate in the procurement, management, or administration of Federal Aid Highway Program (FAHP) funded contracts or subcontracts shall not have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract, or any financial or other personal interest in any real property acquired for the project, as specified in 23 CFR 1.33. It shall be a breach of ethics to attempt to realize personal gain through public employment with the Authority by any conduct inconsistent with the proper discharge of the employee's duties.
- No director or employee of the Authority who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract as specified in 23 CFR 1.33.
- No engineer, attorney, appraiser, title company, surveyor, geotechnical engineer, inspector or other person performing services for the Authority in connection with a project shall have, directly or indirectly, a financial or other personal interest other than his employment or retention by the Authority in any contract or subcontract in connection with such project as specified in 23 CFR 1.33.

In addition, the Authority has prescribed within its Procurement Policies under section 2 Conflict of Interest the understanding and requirements regarding Conflict of Interest disclosure to prevent, identify, and mitigate conflict of interests. The Authority requires within the specific procurement documents for any proposer including sub consultants to provide a response to the CCRMA Conflict of Interest disclosure forms in order to provide a project

specific measure to mitigate and prevent conflicts of interest including any provider having a personal interest in any real property acquired by an Authority project.

#### Mitigation- Conflict of Interests

To mitigate the potential conflict of interest for the Authority employees, employees who participate in the procurement, management, or administration of FAHP funded contracts or subcontracts will execute a inner-office No Conflict Disclosure Form that will be made a part of the permanent procurement file.

In accordance with 2 CFR 200.319a, and to mitigate potential conflict of interest, ensure objective contractor performance, and eliminate unfair competitive advantage, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of engineer or engineering firm who has received compensation from the Authority, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e....subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. \*\*A firm participating as part of the design team may provide low level services (i.e., utility identification, construction staking, ground water monitoring, or other drilling and testing associated with geotechnical or environmental monitoring) as a subconsultant to a construction oversight consultant where the Authority determines the relationship will not impair the subcontractor's objectivity in performing the work and where the subconsultant provides a mitigation plan accepted by the Authority. The mitigation plan must provide, at a minimum: (1) separation of personnel working for the contractor vs. the Authority, (2) steps to avoid access to and sharing of project related data, whether physical or digital, and (3) a requirement to provide prompt notice to the Authority when the subconsultant recognizes a potential conflict may exist related to the subconsultant's work.\*\*

To comply with Texas Government Code Section §2252.908 and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, the awarded firm(s) must complete and file Form HB1295 – Certificate of Interested Parties with the Texas Ethics Committee. The Authority cannot enter a contract until the Form HB1295 has been executed and filed with the Texas Ethics Commission.

***A participant who becomes aware of facts that require the conflict of interest (CIQ) form to be filed must do so with the CCRMA within seven (7) days after becoming aware of the necessity to file the form. Failure to comply may result in the termination of services.***

***No local public official shall have an interest in a contract awarded hereunder except in accordance with Texas Local Government Code Chapter 171.***

***All exhibits and forms are part of the complete RFQ/RFP and will be submitted to TxDOT for review and concurrence prior to issuance of project packets. Any change or modification of exhibits will be submitted to TxDOT for review and concurrence prior to change or modification.***

**(4) Verifying suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180;**

Consultants, sub consultants, contractors and their principals (i.e. sub-contractors, material suppliers, vendors etc..) are not allowed to participate in Federally Funded projects if they are presently suspended or debarred or have been convicted within the past three (3) years of certain types of offenses or had a civil judgement rendered within the past three (3) years for certain types of offenses. In accordance with 2 CFR 1200 and 2 CFR part 180; the Authority will verify the suspension and debarment actions and eligibility of consultants by;

- a. Including a Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion Form as an exhibit included in the RFQ/RFP acknowledging that the consultants, sub consultants, contractors and their principals (i.e. sub-contractors, material suppliers, vendors etc..) are presently debarred or suspended by any Federal department or agency from participation in this transaction pursuant to Federal Regulation 45 CFR Part 76.;
- b. Require each respondent submit a copy of their status with SAM.gov, if not a current member, they must register and submit a copy of the registration form with their submittal; and
- c. Staff will verify through a search for respondent status at through the Federal Government System for Award Management (SAM) and the Texas Comptroller the representations made on certificates are accurate and attach a printed copy of search results.
- d. Staff will notify respondents in writing if they are determined to be debarred or not eligible and will be removed from further consideration.

The Federal and State programs for Disadvantaged Business Enterprises (DBE), Historically Underutilized Business (HUB), and Small Business Enterprises (SBE) have been developed to encourage participation in the construction industry by a wide variety of contractors and therefore expand diversity in the industry.

The Cameron County Regional Mobility Authority adopted TxDOT's DBE Program by signing a Memorandum of Understanding (MOU) on April 12, 2012. The DBE Program as authorized by 49 CFR, Part 26 ensures nondiscrimination in the award and administration of United States Department of Transportation contracts.

Respondents/Contractors are required to comply with the TxDOT DBE Program.

DBE goals submitted by the apparent qualified respondent will be reviewed and approved by the Authority and submitted to TxDOT for concurrence.

**(5) Evaluating interest, qualifications, or proposals and the ranking/selection of a consultant per 23 CFR 172.7.a.1.iii-iv;**

The selection team of the Authority develops the overall procurement document outlining the purpose, services desired, project scope, requirements, content, and overall scoring methodology. Selection Team determines both the evaluation factors and scoring methodology in the context of the desired services to be procured and provides the necessary information to proposers within the procurement document outlining the evaluation factors and selection process. The Authority will evaluate and score proposals and provide a ranking and recommendation to the Board of Directors for selection.

Selection team will be participating in the RFQ and the RFP and will follow an organized, efficient, fair, and effective selection process.

- Designated lead member for the selection team will be assigned to assist with the entire process
- A kick-off meeting with the selection team will be held to ensure that all members are knowledgeable of type of work, familiar with conflict of interest, determine the availability of each member, knowledgeable with the scoring methodology, and address any questions.
- Each team member must demonstrate independent judgement and make appropriate decisions individually.
- Team members will limit communication with providers during process
- Notification of the ranking and selection will be provided to respondent by receiving written notification and shown on CCRMA website.
- In the event that interviews are needed, the Selection Team will prepare a list of questions internally, to assist in making a decision for the selection of a consultant. The questions will be sent to TxDOT for concurrence prior to the interview.
- Deliberation of the scoring for RFQ & RFP.

The evaluation/grading/scoring committee will be comprised of at least three internal management staff with general knowledge in the subject field. In the event that one of the internal management staff members cannot participate with an evaluation, the Authority will assign an alternate evaluator from within the Authority's staff to participate with the evaluation. The Authority will utilize a qualification-based selection process which requires evaluation of the qualifications of both the consultant and any subconsultants identified within the proposal. Request for Qualifications (RFQ) will be reviewed and scored based on the established evaluation factors as stated in the request for qualifications and scoring system.

The provider will not be awarded a contract based on competitive bids. Qualifications will be ranked based on the scoring system provided in the request for proposals.

- The evaluation committee will select a minimum of three (3) and a maximum of eight (8) firms based on qualifications

- In the instances where only two (2) qualified consultants respond to the solicitation, the Authority may extend the solicitation in order to allow time to receive the minimum of three (3) qualified respondents if prudent; otherwise, the Authority will proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited the competition. All respondents will be advised in writing if the solicitation is extended;

- The evaluation committee will then issue a notification to proceed to Request for Proposals (RFP) to all selected firms;

- The final score/grade of the RFQ by the evaluation committee will be presented to the Board of Directors for ranking and approval. The Authority will select the pool of firms and negotiate rates and execute a contract with all selected firms;

- The final score/grade of the RFP by the evaluation committee will be presented to the Board of Directors for ranking and approval to begin negotiations with the highest ranked respondent.

**Evaluations/scores/grades/ranking documents will be submitted to TxDOT for concurrence prior to action by the Board of Directors. TxDOT will review the contract and fees for the contract before negotiations are finalized with the highest ranked firm.**

**(6) Determining, based upon State procedures and the size and complexity of a project, the need for additional discussions following RFP submission and evaluation;**

The Authority (Board of Directors) will reserve the right to conduct interviews for either the RFQ or RFP stage if deemed necessary. Should an interview be deemed necessary the following conditions will be met:

- The interview process shall be consistent and fair to all selected respondents.
- The Authority shall provide adequate organization to conduct an interview and assign all roles and responsibilities (i.e. questioner, facilitator, timekeeper, etc...).
- The Authority shall provide the interview formats to all relevant consultants (for both RFQ and RFP) including guidance for consistency on starting interview (including but not limited to introducing members, reviewing the interview format with the providers, identifying and discussing any guidelines and restrictions, time restrictions, etc...).



- The Authority will provide guidance on the format of presentations (number of topics allowed, no interruptions or Q&A during the presentation, slides, no handouts, etc...).
- The Authority will maintain guidelines for taking notes (who will be responsible for compiling and destroying notes, what will be kept on file, etc...).
- The Authority will develop the questions and scoring system. The questions will be read aloud at the time of the interview, after the presentations are made. No question shall be provided prior to the interview.
- The questions shall be consistent and related to the selection topic. Examples will be:
  - Questions must stay within the same criteria
  - Questions must be posed clearly (not subject to interpretations)
  - Questions should be open ended
  - Questions should not be leading or yes or no.
  - Questions should not be related to costs.

Questions from respondents may be submitted via email to the Cameron County Regional Mobility Authority Procurement email address at [procurement@ccrma.org](mailto:procurement@ccrma.org), attention Executive Director. The contact information, as well as the email address, will be noted in the RFQ/RFP packet.

**RFQ – Inquiries Prior to Submittal of Packet:**

The deadline for questions prior to submittal of the packet, as well as responses, will be provided in the RFQ and the RFP. All RFI's must be submitted in writing on or before the date of the deadline listed in the RFQ. Responses to RFI's for the Request for Qualifications (RFQ) will be distributed to the project participation list by the deadline date indicated in the packet.

**RFP – Inquiries/Concerns Post Submission/Evaluation of Packet by Respondent:**

Respondents will be allowed seven (7) working days from the RFP opening date to submit in writing questions or concerns to the Authority regarding the project. The Authority will respond to inquiries in writing within three (3) working days. A copy of all the questions received as well as the responses to inquiries will be sent to all parties who have received a Request for Proposal packet.

**(7) Preparing an independent agency estimate for use in negotiation with the selected consultant per 23 CFR 172.7.a.1.v;**

Prior to receipt or review of the most highly qualified consultant's cost proposal, the Authority will prepare detailed independent estimates for project assignments based off its experience, complexity and scope of work, current industry environment, and any geographical and economic constraints. Once the estimate is prepared, the Authority will use this as a basis for negotiations in accordance with 40 U.S Code § 1104(b).

The estimate will include;

- a. An appropriate breakdown of the work or labor hours;
- b. Types or classifications of labor required; and
- c. Other direct costs and consultant's fixed fee for the defined scope of work.

The independent estimate will serve as the basis for negotiation of a contract with the highest qualified firm. The Authority will retain documentation of negotiation activities and resources used in the analysis of fair and reasonable costs in accordance with federal cost principles. The documentation shall include the original cost proposal, subsequent submittals, final cost proposal, pre-negotiation audit, audit reports, and responses to the pre-negotiation audit.

**The independent agency estimate will be submitted to TxDOT for concurrence prior to negotiations.**

**(8) Selecting the appropriate contract type, payment method, and terms and incorporating required contract provision, assurances, and certification in accordance with 23 CFR§172.9;**

**A. Contract Types**

CCRMA will include the contract type and any pertinent information in the RFQ

The Authority shall use the following types of contracts:

- (1) Project-specific. A contract between the Authority and consultant for the performance of services and defined scope of work related to a specific project or projects.
- (2) Multiphase. A project-specific contract where the solicited services are divided into phases whereby the specific scope of work and associated costs may be negotiated and authorized by phase as the project progresses.

(3) On-call or indefinite delivery/indefinite quantity (IDIQ). A contract for the performance of services for a number of projects, under task or work orders issued on an as-needed or on-call basis, for an established contract period. The solicitation and contract provisions shall address the following requirements:

- i. Specify a reasonable maximum length of contract period, including the number and period of any allowable contract extensions, which shall not exceed 5 years;
- ii. Specify a maximum total contract dollar amount that may be awarded under a contract;
- iii. Include a statement of work, requirements, specifications, or other description to define the general scope, complexity, and professional nature of the services; and
- iv. If multiple consultants are to be selected and multiple on-call or IDIQ contracts awarded through a single solicitation for specific services;
  - (A) Identify the number of consultants that may be selected or contracts that may be selected or contracts that may be awarded from the solicitation; and
  - (B) Specify the procedures the contracting agency will use in competing and awarding task or work orders among the selected, qualified consultants on the basis of costs under on-call or IDIQ contracts for services procured with competitive negotiation procedures. Under competitive negotiation procurement, each specific task or work order shall be awarded to the selected, qualified consultants;
    - (1) Through an additional qualifications-based selection procedure, which may include, but does not require, a formal RFP in accordance with §172.5(a)(1)(ii)

**The Authority will submit a draft of the contract to TxDOT for concurrence of the contract and verification of said clause.**

## **B. Payment Methods**

The Payment Method shall be specified in the RFP

The Authority shall use the following payment methods:

A. The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

B. The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used.

C. The lump sum payment method shall only be used when the contracting agency has established the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation.

D. When the method of payment is other than lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.

E. The specific rates of compensation payment method provides for reimbursement on the basis of direct labor hours at specified fixed hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum amount. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. This specific rates of compensation payment method should be limited to contracts or components of contracts for specialized or support type services where the consultant is not in direct control of the number of hours worked, such as construction engineering and inspection. When using this payment method, the contracting agency shall manage and monitor the consultant's level of effort and classification of employees used to perform the contracted services.

F. A contracting agency may withhold retainage from payments in accordance with prompt pay requirements, as specified in 49 CFR 26.29. When retainage is used, the terms and conditions of the contract shall clearly define agency requirements, including periodic reduction in retention and the conditions for release of retention.

The Authority will ensure that all contracts include required provisions by referencing or physical incorporation as applicable.

The following provisions as per §172.9.a.3.c.i are:

- Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;
- Notice of contracting agency requirements and regulations pertaining to reporting;
- Requirements and regulations pertaining to copyrights and rights of data;
- Access by government entities to all documents related to the project for the purpose of making audit, examination, excerpts, and transcriptions;
- Retention of all records requirements;
- Standard DOT Title VI Assurance (DOT Order 1050.2);
- Disadvantage Business Enterprise (DBE) assurance as specified in 49 CFR 26.13
- Prompt pay requirements as specified in 49 CFR 26.29 and in accordance with the MOU DBE program;
- Determination of allowable costs in accordance with federal cost principles;

- Requirements of Consultant's errors and omissions;
- Requirements of pertaining to conflict of interest as specified in the 23 CFR 1.33;
- Termination for cause and termination for convenience by the contracting agency;

**All contract/payment/work authorizations, as well as exhibits to the contract, will be sent to TxDOT for review/approval/concurrence prior to execution of the contract.**

**(9) Negotiating a contract with the selected consultant including instructions for proper disposal of concealed cost proposals of unsuccessful bidders;**

The Authority will designate a negotiating committee, whose role will be to negotiate with the selected respondents effectively and fairly. A scoping meeting with the selected consultant and the Authority's designated negotiating committee (for both the general contract and each WA) shall be scheduled prior to negotiations to discuss the proposed services. The Authority staff may include the responsible person in charge, and administrative personnel. The meeting should include discussions of the following: policies, manuals to be used, contract in draft form, method of payment, procedures for invoicing, standard forms to be used, and items or services to be provided by the Authority. A representative of the Authority will keep minutes of the scoping meeting. After the understanding of the scope of the RFQ by all parties has been confirmed, the CCRMA will negotiate fee rates for the general contract (based on engineering disciplines as per solicitation). During the RFP phase, the specific scope will be refined to be project specific and inclusive of all tasks solicited in the RFP. After the understanding of the scope of each RFP/WA, the Authority will begin a fee negotiation phase with the most qualified firm. A cost proposal from that firm will be requested at the time of negotiating the fees. All negotiations will be documented and maintained by the Authority's negotiating committee.

Any concealed cost proposals submitted with the RFP will not be opened. A cost proposal for a selected consultant may be considered when the negotiations are initiated. Any concealed cost proposal from unsuccessful consultants will be filed unopened in project records.

**TxDOT will review the contract and the negotiated fees before execution of the contract.**

**(10) Establishing elements of contract costs, accepting indirect cost rates for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with §172.11;**

The Authority shall establish the elements of contract costs as per 23 CFR 172.11.b.1-4. The Authority requires within the specific procurement document, certain eligibility requirements to be provided with responses. One of these requirements is for evidence of a FAR approved indirect



or overhead rate. Proposers are required to provide the most recent audited rate and documentation for the Prime Proposer including any Sub Consultants to substantiate the rate as an attachment to the procurement document. Any proposal that does not provide this information is considered ineligible to participate in the solicitation. In addition, the Authority will approve all service tasks to be paid from Federal Government Aid prior to work commencing to ensure they comply with Federal Cost Principles. Within the contract terms, consultants are required to ensure costs in which Federal Government Aid is being used must comply with Federal Cost Principles in order to be eligible for payment in accordance with 23 CFR172.11 and 23 CFR 172.9.c.1.ix.

A. Allowable costs.

- a. Costs or prices based on estimated costs for contracts shall be eligible for Federal-aid reimbursement only to the extent that costs incurred, or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.
- b. Consultants shall be responsible for accounting for costs appropriately and for maintaining records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, are allocable to the contract, and comply with Federal cost principles. Allowable costs must be necessary, reasonable and allocable.

a. Elements of contract costs.

The following requirements shall apply to the establishment of the specified elements of contract costs:

a. Indirect cost rates.

- i. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles.
- ii. Contracting agencies shall accept a consultant's or subconsultant's indirect cost rate(s) established for a 1-year applicable accounting period by a cognizant agency that has:
  1. Performed an audit in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles and issued an audit report of the consultant's indirect cost rate(s); or
  2. Conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the related audited indirect cost rate(s).
- iii. When the indirect cost rate has not been established by a cognizant agency in accordance with paragraph 172.11.b .1.ii of this section, a STA or other recipient shall perform an evaluation of a consultant's or subconsultant's indirect cost rate

prior to acceptance and application of the rate to contracts administered by the recipient or its subrecipients . The evaluation performed by STAs or other recipients to establish or accept an indirect cost rate shall provide assurance of compliance with the Federal cost principles and may consist of one or more of the following:

- a. Performing an audit in accordance with generally accepted government auditing standards and issuing an audit report;
  - b. Reviewing and accepting an audit report and related workpapers prepared by a certified public accountant or another STA;
  - c. Establishing a provisional indirect cost rate for the specific contract and adjusting contract costs based upon an audited final rate at the completion of the contract; or
  - d. Conducting other evaluations in accordance with a risk- based oversight process as specified in paragraph (c)(2) of this section and within the agency's approved written policies and procedures, as specified in CFR §172.5(c).
- iv. A lower indirect cost rate may be accepted for use on a contract if submitted voluntarily by a consultant; however, the consultant's offer of a lower indirect cost rate shall not be a condition or qualification to be considered for the work or contract award.
- v. Once accepted in accordance with paragraphs 172 .11. b .1. ii through (iv) of this section, contracting agencies shall apply such indirect cost rate for the purposes of contract estimation, negotiation, administration, reporting, and contract payment and the indirect cost rate shall not be limited by administrative or de facto ceilings of any kind.
- vi. A consultant's accepted indirect cost rate for its 1-year applicable accounting period shall be applied to contracts; however, once an indirect cost rate is established for a contract, it may be extended beyond the 1-year applicable period, through the duration of the specific contract provided all concerned parties agree. Agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or contract award.
- vii. Disputed rates  
If an indirect cost rate established by a cognizant agency in paragraph 172.11.b.1.ii of this section is in dispute, the contracting agency does not have to accept the rate. A contracting agency may perform its own audit or other evaluation of the consultant's indirect cost rate for application to the specific contract, until or unless the dispute is resolved. A contracting agency may alternatively negotiate a provisional indirect cost rate for the specific contract and adjust contract costs based upon an audited final rate. Only the consultant and the parties involved in performing

the indirect cost audit may dispute the established indirect cost rate. If an error is discovered in the established indirect cost rate, the rate may be disputed by any prospective contracting agency.

viii. Direct salary or wage rates

1. Compensation for each employee or classification of employee must be reasonable for the work performed in accordance with the Federal cost principles.
2. To provide for fair and reasonable compensation, considering the classification, experience, and responsibility of employees necessary to provide the desired engineering and design related services, contracting agencies may establish consultant direct salary or wage rate limitations or "benchmarks" based upon an objective assessment of the reasonableness of proposed rates performed in accordance with the reasonableness provisions of the Federal cost principles.
3. When an assessment of reasonableness in accordance with the Federal cost principles has not been performed, contracting agencies shall use and apply the consultant's actual direct salary or wage rates for estimation, negotiation, administration, and payment of contracts and contract modifications.

ix . Fixed fee

1. The determination of the amount of fixed fee shall consider the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract.
2. The establishment of fixed fee shall be contract or task order specific.
3. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist.

x. Other direct costs

A contracting agency shall use the Federal cost principles in determining the reasonableness, allowability, and allocability of other direct contract costs.

xi. Oversight

1. Agency controls. Contracting agencies shall provide reasonable assurance that consultant costs on contracts reimbursed in whole or in part with FAHP funding are allowable in accordance with the Federal cost principles and consistent with the contract terms considering the contract type and payment method. Contracting agency written policies, procedures, contract documents, and other controls, as specified in CFR §§172.5(c) and 172.9 shall address the establishment, acceptance, and administration of contract costs to assure compliance with the Federal cost principles and requirements of this section.
2. Risk-based analysis. The STAs or other recipient may employ a risk-based oversight process to provide reasonable assurance of consultant compliance

with Federal cost principles on FAHP funded contracts administered by the recipient or its subrecipients. If employed, this risk-based oversight process shall be incorporated into STA or other recipient written policies and procedures, as specified in CFR §172.5(c). In addition to ensuring allowability of direct contract costs, the risk-based oversight process shall address the evaluation and acceptance of consultant and subconsultant indirect cost rates for application to contracts. A risk-based oversight process shall consist of the following:

- a. Risk assessments. Conducting and documenting an annual assessment of risks of noncompliance with the Federal cost principles per consultant doing business with the agency, considering the following factors:
  - i. Consultant's contract volume within the Authority;
  - ii. Number of States in which the consultant operates;
  - iii. Experience of consultant with FAHP contracts;
  - iv. History and professional reputation of consultant;
  - v. Audit history of consultant;
  - vi. Type and complexity of consultant accounting system;
  - vii. Size (number of employees or annual revenues) of consultant;
  - viii. Relevant experience of certified public accountant performing audit of consultant;
  - ix. Assessment of consultant's internal controls;
  - x. Changes in consultant organizational structure; and
  - xi. Other factors as appropriate.
- b. Risk mitigation and evaluation procedures. Allocating resources, as considered necessary based on the results of the annual risk assessment, to provide reasonable assurance of compliance with the Federal cost principles through application of the following types of risk mitigation and evaluation procedures appropriate to the consultant and circumstances:
  - i. Audits performed in accordance with generally accepted government audit standards to test compliance with the requirements of the Federal cost principles;
  - ii. Certified public accountant or other STA workpaper reviews;
  - iii. Other analytical procedures;
  - iv. Consultant cost certifications in accordance with paragraph (c)(3) of this section; and
  - v. Consultant and certified public accountant training on the Federal cost principles.

- c. Documentation. Maintaining supporting documentation of the risk-based analysis procedures performed to support the allow ability and acceptance of consultant costs on FAHP funded contracts.
- 3. Consultant cost certification.
  - a. Indirect cost rate proposals for the consultant's 1-year applicable accounting period shall not be accepted and no agreement shall be made by a contracting agency to establish final indirect cost rates, unless the costs have been certified by an official of the consultant as being allowable in accordance with the Federal cost principles. The certification requirement shall apply to all indirect cost rate proposals submitted by consultants and subconsultants for acceptance by a STA or other recipient. Each consultant or subconsultant is responsible for certification of its own indirect cost rate and may not certify the rate of another firm.
  - b. The certifying official shall be an individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted for acceptance.
  - c. The certification of final indirect costs shall read as follows:

Certificate of Final Indirect Costs - This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

- i. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31; and
- ii. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

Firm: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Certifying Official: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

- 4. Sanctions and penalties. Contracting agency written policies, procedures, and contract documents, as specified in CFR§172.5(c) and 172.9(c), shall address the range of administrative, contractual, or legal remedies that may be assessed in accordance with Federal and State laws and regulations



where consultants violate or breach contract terms and conditions. Where consultants knowingly charge unallowable costs to a FAHP funded contract:

- a. Contracting agencies shall pursue administrative, contractual, or legal remedies and provide for such sanctions and penalties as may be appropriate; and
- b. Consultants are subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under the False Claims Act as specified in 32 U.S. C. 3729-3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020.

5. Prenotification; confidentiality of data. FHWA, recipients, and subrecipients of FAHP funds may share audit information in complying with the recipient's or subrecipient's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. 112 and this part provided that the consultant is given notice of each use and transfer. Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the recipient's or subrecipient's acceptance of a consultant's indirect cost rates pursuant to 23U.S.C. 112 and this part without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.

**(11) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles as contained in 48 CFR part 31 and consistent with the contract terms as well as the acceptability and progress of the consultants' work per 23 CFR 172.9(d) and 23 CFR 172.11**

Costs incurred by the Consultant should be in accordance with the contract rate schedule. Invoices shall be reviewed by the Authority to ensure the Consultant's billing coincides with the contract's progress according to Federal Cost Principles. Therefore, the Consultant's progress must be measurable, cost incurred, or invoices submitted are not a sufficient indicator of the Consultant's progress. The Consultant will be required to provide a written progress report with its invoices for each calendar month or other contract period as designated in the contract during which work is in progress. The progress report shall describe the work performed during the period covered by the invoice. The prime consultant will also report sub-consultant payments with each invoice. Any deliverables for the reporting period must be submitted at the time of the invoice/progress report submittal as part of a single complete invoice package.

The Authority shall review and approve the invoices prior to submitting to TxDOT for reimbursement. All costs associated with the invoice must pertain to the solicited work. The submittal to TxDOT shall include all documentation for each invoice and shall include proof of payment.

If the Authority believes the requested payment exceeds the contractor's progress, an explanation should be requested prior to the approval of the invoice. Payment should be withheld pending member review. The Authority has the responsibility to protect its interests and under appropriate circumstances, it may be necessary to withhold Consultant's payments. Examples of these circumstances include a material breach of contract by the Consultant, errors in the invoice, unsupported or undocumented costs, to remedy previous overpayments on the same contract and Consultant's performance is non-conforming or unacceptable.

**(12) Monitoring the consultants' work and compliance with the terms, conditions, and specification of the contract;**

A full-time, employee of the Authority qualified to ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract shall be in responsible charge of each contract or project. While an independent consultant may be procured to serve in a program or project management support role, or to provide technical assistance in review and acceptance of engineering and design related services performed and products developed by other consultants, the Authority shall designate an employee as being in responsible charge. The employee may serve in responsible charge of multiple projects and contracting agencies may use multiple public employees to fulfill monitoring responsibilities. The term responsible charge is intended to be applied only in the context defined within this regulation. It may or may not correspond to its usage in State laws regulating the licensure and/or conduct of professional engineers. The public employee's responsibilities shall include:

- a. Administering inherently governmental activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by consultant;
- b. Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- c. Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- d. Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- e. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- f. Evaluating and participating in decisions for contract modifications; and

- g. Documenting contract monitoring activities and maintaining supporting contract records, as specified in 2 CFR 200.333.

**(13) Preparing a consultants' performance evaluation when services are completed and using such performance data in future evaluation and ranking of a consultant to provide similar services;**

The Authority shall designate an Evaluation Committee whose job will be to prepare an evaluation summarizing the consultant's performance on a contract after all services are rendered. The Evaluation Committee shall provide a fair and balanced performance evaluation. The performance evaluation should include, but not be limited to, an assessment of the timely completion of work, adherence to contract scope and budget, and quality of the work conducted. The Authority shall provide the consultant a copy of the performance evaluation and an opportunity to provide written comments to be attached to the evaluation. The Authority shall prepare additional interim performance evaluations based on the scope, complexity, and size of the contract as a means to provide feedback, foster communication, and achieve desired changes or improvements. Completed performance evaluations shall be archived for consideration as an element of past performance in the future evaluation of the consultant to provide similar services.

**(14) Closeout of contract;**

The Authority will:

- Adequately demonstrates process for final acceptance, final invoice, and record retention
- Understands that LG initiates final request for payment and is responsible for notifying TxDOT upon completion.
- Confirms that all required documentation is in place. (records should support acceptance)
- Ensures no outstanding claims, unfinished work, and pending issues.

At the completion of the contract, the Authority will coordinate with consultants' project manager and TxDOT to ensure that the project scope has been completed according to the Advance Funding Agreement (AFA) and the contract and is acceptable to TxDOT. The AFA will contain project-specific information on the audit requirements. Any outstanding issues or disputes will be resolved prior to final payment. The Authority will provide TxDOT with all necessary project documentation for review. The Federal awarding agency or passthrough entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports per 2 CFR 200.343(g). Per 2 CFR 200.333, the Authority will ensure that all contract project files are complete and stored securely to protect the file of record until the legal document retention requirements are met. The district maintains cost data throughout the project and will determine the actual shared cost at the conclusion of the work.

**(15) Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;**

All supporting programmatic and contract records shall be retained in accordance with 2 CFR 200.333.

The Authority will retain all project records for no less than three (3) years after the final payment. The records will be retained until all litigation, claims, or audit findings have been resolved and final action was taken.

The Authority shall provide accessibility to TxDOT and Federal Agencies for the purpose of audits and reviewing project records.

**(16) Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;**

The Authority's contracts for professional services include standard provisions that address the consultant's responsibility for error and omissions. The Authority will monitor consultant's work for quality and compliance with state/federal standards and specifications and determine the extent to which the consultant may be liable for design errors and omissions. The Authority shall perform QC/QA on the consultant's submittals. Consultants are subject to these provisions before, during, and after the construction of a project, as well as before and after contract termination. When a dispute arises under one of those contracts regarding apparent errors or omissions in the work provided to the Authority, every effort will be made to resolve that dispute in a way ensuring that the public receives the services for which it has paid and that the consultant is treated with respect and fairness.

As soon as an apparent error or omission is identified in work provided by a consultant, the Authority will;

- A. Notify the consultant of the problem in writing; and
- B. Involve the consultant in efforts to resolve the problem.

These efforts must include consideration of the totality of relevant facts, including the level of services provided, the consultant's overall performance, the cost to the Authority of the services provided and of the apparent error or omission, and the value of the services provided. The consultant will be given an opportunity to submit a response within 5 business days and propose a resolution before any final action is taken per 23 CFR 172.9.c.x. Authority will notify the consultant in writing if corrective action was addressed properly and accepted or not.

**(17) Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate;**

Consultants are subject to suspension and debarment actions as specified in 2 CFR part 1200 and 2 CFR part 180, potential cause of action under False Claims Act as specified in 32 U.S.C. 3729-3733, and prosecution for making a false statement as specified in 18 U.S.C. 1020.

Upon failure of the consultant to fulfill obligations set forth in the contract in a satisfactory manner as determined by the Authority and in the sole opinion of the Authority, the Authority will issue a written notice of such failure. The consultant will be allowed thirty (30) days to correct such failure. If the consultant does not correct the failure within thirty (30) days, the Authority may take over the project and prosecute the work to completion. In such case, the consultant may be liable to the Authority for any additional cost occasioned by the Authority.

Throughout the project, consultant agrees to maintain an insurance policy listing the Authority as an additional insured in the amounts required by the Authority. Should the consultant fail to maintain an insurance policy in the minimum requirements identified by Authority the consultant will be considered to be in breach of contract.

**(18) Resolution disputes in the procurement, management, and administration of engineering and design related consultant services;**

The Authority and Consultant shall negotiate all disputes between them in good faith for a period of (30) days from the date of notice of dispute. All disputes will be brought to the attention of the RPIC as they arise. The RPIC will gather appropriate documentation regarding the alleged dispute and will schedule a conference with all parties involved within seven (7) working days to implement corrective action.

The Authority ' s Responsible Person in Charge shall invite the consultant to discuss and clarify disputes. The Authority may perform other steps in resolving disputes such as

- Telephoning and e-mailing the consultant to clarify any misinterpretation.
- Writing a letter to the consultant citing areas of non-compliance, providing instructions for corrective action, and acknowledging that payment will be withheld until corrective action is taken.
- Hosting meetings with the consultant to resolve misinterpretation regarding specifications or design standards.

The RPIC will make every effort to resolve disputes/misinterpretations in a mutually beneficial agreement and will be responsible to document.



If the parties fail to resolve a dispute through negotiation, then either or both parties may exercise their rights at law.

Approval:

Cameron County Regional Mobility Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

Texas Department of Transportation

By: \_\_\_\_\_

Date: \_\_\_\_\_

**2-N CONSIDERATION AND APPROVAL OF THE EASEMENT AGREEMENT FOR  
ACCESS CONCERNING THAT REAL PROPERTY DESCRIBED IN THE DEED  
WITHOUT WARRANTY DATED DECEMBER 20, 2016, RECORDED IN  
VOLUME 22275, PAGE 116, OFFICIAL RECORDS OF CAMERON COUNTY,  
TEXAS.**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **EASEMENT AGREEMENT FOR ACCESS**

WHEREAS, by that certain Deed without Warranty dated December 20, 2016, and recorded on December 29, 2016 in Volume 22275 on Page 116 of the Official Records of Cameron County, Texas (the "Deed without Warranty") the Second Grantor conveyed fee simple determinable estate to the Property to the First Grantor; and,

WHEREAS, the Deed without Warranty provides that, in the event that the First Grantor decides in its sole and absolute discretion to build a public road on the Property as set forth therein, then such fee simple determinable estate and any right of reversion held by the Second Grantor shall be automatically extinguished and the First Grantor shall hold fee simple title to the Property unencumbered by any interest of the Second Grantor or the Second Grantor's heirs, personal representatives, successors, or assigns ; and,

WHEREAS, although the First Grantor believes that the Deed without Warranty already authorizes the Grantee and the Grantee's successors or assigns to access the Dominant Estate Property, the parties hereto are entering into this Easement Agreement with the sole purpose of clarifying that the Grantee and the Grantee's successors or assigns have the right to access the Dominant Estate Property prior to any decision by the First Grantor to build a public road on the Easement Property; and,

WHEREAS, it is not the parties' intention of amending, revoking, impairing, or otherwise limiting the First Grantor's rights under the Deed without Warranty in any respect;

NOW, THEREFORE, the parties agree to the following terms and conditions:

**Date:** July 16, 2020

**First Grantor:** Cameron County Regional Mobility Authority, a political subdivision of the State of Texas, owner of a fee simple determinable estate

**First Grantor's Mailing Address:**

Cameron County Regional Mobility Authority  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

**Second Grantor:** R.E.C.L., Inc. Successor in Interest to R.E.C.L. Limited Partnership, owner of a reversionary estate

**Second Grantor's Mailing Address:**

1603 E.Price Rd.  
Brownsville, Texas 78521

**(First Grantor and Second Grantor are collectively referred to as "Grantors.")**

**Grantee:** William Charles Wentz, Individually and Successor Trustee of the Trusts Created under the Last Will and Testament of Jeanne Elizabeth Wentz also known as Jeannie Defoor Wentz, Deceased; Anthony Carl Burdette as Independent Administrator of the Estate of Diane W. Burdette, Deceased; and William Charles Wentz, Independent Executor of the Estate of David E. Wentz, Deceased

**Grantee's Mailing Address:**

William Charles Wentz, Individually and Successor Trustee of the Trusts Created under the Last Will and Testament of Jeanne Elizabeth Wentz also known as Jeannie Defoor Wentz, Deceased  
P. O. Box 129  
Olmito, Texas 78575

Anthony Carl Burdette as Independent Administrator of the Estate of Diane W. Burdette, Deceased  
P. O. Box 129  
Olmito, Texas 78575

William Charles Wentz, Independent Executor of the Estate of David E. Wentz, Deceased  
P. O. Box 129  
Olmito, Texas 78575

**Dominant Estate Property:** SEE ATTACHED EXHIBIT "A", and portions thereof.

**Easement Property:** SEE ATTACHED EXHIBIT "B".

**Easement Purpose:** For providing free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from Railroad Road, Brownsville, Cameron County, Texas.

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantors.

**Reservations from Conveyance:** Grantors reserve for Grantors and Grantors' successors, and assigns the right to continue to use and enjoy the surface of the Easement Property for all

purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. In addition, the First Grantor reserves all of its rights under the Deed without Warranty. The Holder expressly agrees that the First Grantor exercising its rights under the Deed without Warranty does not violate the terms of this Easement Agreement and the Holder will not be entitled to any compensation for any reason whatsoever, directly or indirectly, in connection with the First Grantor exercising its rights under the Deed without Warranty.

**Exceptions to Warranty:** SEE ATTACHED EXHIBIT "C".

**Grant of Easement:** Grantors, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grant, sell, and convey to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantors bind Grantors and Grantors' successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantors but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or any portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").



2. *Duration of Easement.* The duration of the Easement is perpetual subject to the terms and conditions herein. However, this Easement Agreement for Access will automatically terminate in the event a public road is built on the Easement Property as is generally described in Deed Without Warranty dated December 20, 2016, and recorded in Volume 22275, Page 116, Official Records, Cameron County, Texas. As used in the prior sentence, the word “built” includes dedication to the public. In the event First Grantor exercises its right to build a public road, Holder will not be entitled to any compensation for any reason whatsoever, directly or indirectly, in connection with the construction and maintenance of said public road. Similarly, Holder shall not be responsible for any costs whatsoever attributable to the construction and maintenance of said public road.

3. *Improvement and Maintenance of Easement Property.* Prior to the commencement of construction of said public road, improvement and maintenance of the Easement Property will be at the sole expense of Holder.

4. *Binding Effect.* This agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Cameron County.

6. *Counterparts.* This agreement may be executed in multiple counterparts. All counterparts taken together will constitute this agreement.

7. *Entire Agreement.* This agreement and any exhibits, along with Deed Without Warranty dated December 20, 2016, recorded in Volume 22275, Page 116, Official Records, Cameron County, Texas, and Settlement and Mutual Release Agreement dated March 14, 2018, in Cause No. 2014-DCL-02536, are the entire agreements of the parties concerning the Easement

Property and the grant of the Easement by Grantors to Grantee. There are no representations, agreements, warranties, or promises, and no party is relying on any statements or representations of any other party or any agent of another party, that are not in this agreement and any exhibits.

8. *Legal Construction.* If any provision in this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

9. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

FIRST GRANTOR:

CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY, a political subdivision of the State  
of Texas

By: \_\_\_\_\_  
Frank Parker, Jr., Chairman

THE STATE OF TEXAS )

COUNTY OF CAMERON )

Before me, the undersigned authority, on this day personally appeared Frank Parker, Jr., proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Frank Parker, Jr. executed the same as the act of Cameron County Regional Mobility Authority, a political subdivision of the State of Texas, as its Chairman, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_

SECOND GRANTOR:

R.E.C.L., INC., Successor in Interest to R.E.C.L.  
LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Reba Cardenas McNair, President

THE STATE OF TEXAS )

COUNTY OF CAMERON )

Before me, the undersigned authority, on this day personally appeared Reba Cardenas McNair, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act of R.E.C.L., INC. Successor in interest to R.E.C.L. LIMITED PARTNERSHIP, as its President, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

GRANTEES:

\_\_\_\_\_  
William Charles Wentz, Individually and Successor  
Trustee of the Trusts Created under the Last Will  
and Testament of Jeanne Elizabeth Wentz also  
known as Jeannie Defoor Wentz, Deceased

\_\_\_\_\_  
William Charles Wentz, Independent Executor of  
the Estate of David E. Wentz, Deceased

THE STATE OF TEXAS )

COUNTY OF CAMERON )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
William Charles Wentz, Individually and Successor Trustee of the Trusts Created under the Last  
Will and Testament of Jeanne Elizabeth Wentz also known as Jeannie Defoor Wentz, Deceased

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

THE STATE OF TEXAS )

COUNTY OF CAMERON )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
William Charles Wentz, Independent Executor of the Estate of David E. Wentz, Deceased.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_



\_\_\_\_\_  
Anthony Carl Burdette as Independent  
Administrator of the Estate of Diane W. Burdette,  
Deceased

THE STATE OF TEXAS                    )

COUNTY OF CAMERON                    )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by  
Anthony Carl Burdette as Independent Administrator of the Estate of Diane W. Burdette,  
Deceased.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

PREPARED IN THE OFFICE OF:

ROUNTREE LAW FIRM  
222 E. Van Buren, Suite 101  
HARLINGEN, TX 78550  
Tel: (956) 412-1234  
Fax: (956) 412-1235

AFTER RECORDING RETURN TO:

ROUNTREE LAW FIRM  
222 E. Van Buren, Suite 101  
HARLINGEN, TX 78550  
Tel: (956) 412-1234  
Fax: (956) 412-1235

## EXHIBIT "A"

### Dominant Estate Property

**BEING 208.38 ACRES OF LAND** out of Share 14, Espiritu Santo Grant, Cameron County, Texas, being out of the 568.836 Acre Tract of land described in Volume 21586, Page 57, Official Records of Cameron County, Texas; said 208.38 Acres of land being more particularly described by metes and bounds as follows:

**COMMENCING** at an iron rod found for the Southwest corner of said 568.836 Acre Tract, for the Southwest corner and **POINT OF BEGINNING** of the tract herein described;

- 1) **THENCE** along the West boundary of said 568.836 Acre Tract and the West boundary of Share 14, **NORTH 06 DEG. 51 MIN. 55 SEC. EAST** a distance of **6,377.83 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the South boundary of a 100 foot railroad right of way described in Volume 21023, Page 76, Official Records of Cameron County, Texas, for the Northwest corner of the tract herein described;
- 2) **THENCE** leaving the West boundary of said 568.836 Acre Tract and the West boundary of Share 14, along the South boundary of said 100 foot railroad right of way, **SOUTH 82 DEG. 52 MIN. 41 SEC. EAST** a distance of **130.86 FEET** to an iron rod found on the point of curvature of a curve to the right, for a corner of the tract herein described;
- 3) **THENCE** continuing along the South boundary of said 100 foot railroad right of way and along said curve to the right, with a radius of **1885.00 FEET**, an arc length of **131.01 FEET**, and a central angle of **03 DEG. 58 MIN. 56 SEC.**, having a chord bearing of South 80 Deg. 53 Min. 13 Sec. East and a chord distance of 130.98 feet to a nail found for the Northwest corner of a 0.0883 Acre Tract described in Volume 21023, Page 76, Official Records of Cameron County, Texas, for a corner of the tract herein described;
- 4) **THENCE** leaving the South boundary of said 100 foot railroad right of way, along the West boundary of said 0.0883 Acre Tract, **SOUTH 12 DEG. 26 MIN. 14 SEC. WEST** a distance of **97.93 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set for the Southwest corner of said 0.0883 Acre Tract, for a corner of the tract herein described;
- 5) **THENCE** along the South boundary of said 0.0883 Acre Tract, **SOUTH 83 DEG. 35 MIN. 20 SEC. EAST** a distance of **100.55 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set for the Southeast corner of a 0.0823 Acre Tract described in Volume 21023, Page 76, Official Records of Cameron County, Texas, for a corner of the tract herein described;
- 6) **THENCE** along the East boundary of said 0.0823 Acre Tract, **NORTH 12 DEG. 26 MIN. 14 SEC. EAST** a distance of **87.05 feet** to a nail found on the South boundary of said 100 foot railroad right of way, being on a curve to the right, for a corner of the tract herein described;
- 7) **THENCE** along the South boundary of said 100 foot railroad right of way and along said curve to the right, with a radius of **1885.00 FEET**, an arc length of **1048.51 FEET**, and a central

angle of **31 DEG. 52 MIN. 12 SEC.**, having a chord bearing of South 59 Deg. 55 Min. 16 Sec. East and a chord distance of 1035.04 feet to an iron rod found, for a corner of the tract herein described;

8) **THENCE** continuing along the South boundary of said 100 foot railroad right of way, **SOUTH 43 DEG. 59 MIN. 10 SEC. EAST** a distance of **1,258.06 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the East boundary of a 75 foot wide drainage ditch right of way described as Parcel 5 in Volume 5308, Page 150, Official Records of Cameron County, Texas, being the West boundary of a 75 foot wide drainage ditch right of way described as Parcel 2 in Volume 5308, Page 137, Official Records of Cameron County, Texas and being on the East boundary of said 568.836 Acre Tract, for the Northeast corner of the tract herein described;

9) **THENCE** leaving the South boundary of said 100 foot railroad right of way, along the East boundary of said 568.836 Acre Tract, **SOUTH 44 DEG. 50 MIN. 55 SEC. WEST** a distance of **97.74 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

10) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 69 DEG. 49 MIN. 21 SEC. WEST** a distance of **363.03 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

11) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **NORTH 77 DEG. 04 MIN. 47 SEC. WEST** a distance of **401.00 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

12) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **NORTH 56 DEG. 09 MIN. 05 SEC. WEST** a distance of **698.87 FEET** an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

13) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 06 DEG. 51 MIN. 55 SEC. WEST** a distance of **1,628.03 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

14) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 41 DEG. 03 MIN. 18 SEC. EAST** a distance of **793.85 FEET** to an iron rod found, for a corner of the tract herein described;

15) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 30 DEG. 31 MIN. 12 SEC. EAST** a distance of **846.35 FEET** to an iron rod found, for a corner of the tract herein described;

16) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 60 DEG. 26 MIN. 21 SEC. WEST** a distance of **260.30 FEET** to an iron rod found, for a corner of the tract herein described;

- 17) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 01 DEG. 09 MIN. 05 SEC. EAST** a distance of **385.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 18) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 01 DEG. 50 MIN. 55 SEC. WEST** a distance of **225.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 19) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 13 DEG. 50 MIN. 55 SEC. WEST** a distance of **275.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 20) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 19 DEG. 50 MIN. 55 SEC. WEST** a distance of **245.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 21) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 35 DEG. 50 MIN. 55 SEC. WEST** a distance of **260.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 22) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 45 DEG. 50 MIN. 55 SEC. WEST** a distance of **600.00 FEET** to an iron rod found, for a corner of the tract herein described;
- 23) **THENCE** continuing along the East boundary of said 568.836 Acre Tract, **SOUTH 12 DEG. 50 MIN. 55 SEC. WEST** a distance of **480.00 FEET** to an iron rod found for the Southeast corner of said 568.836 Acre Tract, for the Southeast corner of the tract herein described;
- 24) **THENCE** along the South boundary of said 568.836 Acre Tract, **NORTH 83 DEG. 13 MIN. 05 SEC. WEST** a distance of **1,208.13 FEET** to the **POINT OF BEGINNING**; Containing 208.38 Acres of land within these metes and bounds.

## **EXHIBIT "B"**

### **Easement Property**

#### **METES AND BOUNDS 7.015 ACRES OF LAND**

**BEING 7.015 ACRES OF LAND** out of Share 14, Espiritu Santo Grant, Cameron County, Texas, being the tract of land described In Volume 22275, Page 116, Official Records of Cameron County, Texas; said 7.015 Acres of land being more particularly described by metes and bounds as follows:

**COMMENCING** at the Southeast corner of Lot 3, Block 10, Lago Vista Subdivision Section II, recorded in Cabinet 1, Slot 2985-A, Map Records of Cameron County, Texas;

**THENCE** leaving the South boundary of Lago Vista Subdivision Section II, along the East boundary of a 516.044 Acre Tract described in Volume 8776, Page 288, Official Records on Cameron County, Texas, **SOUTH 06 DEG. 39 MIN. 47 SEC. WEST** a distance of **942.97 FEET** to a point;

**THENCE** continuing along the East boundary of said 516.044 Acre Tract, **SOUTH 06 DEG. 43 MIN. 59 SEC. WEST** a distance of **867.22 FEET** to a point;

**THENCE** continuing along the East boundary of said 516.044 Acre Tract, **SOUTH 06 DEG. 24 MIN. 29 SEC. WEST** a distance of **865.80 FEET** to a point;

**THENCE** continuing along the East boundary of said 516.044 Acre Tract, **NORTH 84 DEG. 10 MIN. 36 SEC. WEST** a distance of **7.78 FEET** to a point;

**THENCE** continuing along the East boundary of said 516.044 Acre Tract, **SOUTH 06 DEG. 45 MIN. 31 SEC. WEST** a distance of **814.02 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for the Northeast corner and **POINT OF BEGINNING** of the tract herein described;

25) **THENCE** continuing along the East boundary of said 516.044 Acre Tract, **SOUTH 06 DEG. 45 MIN. 59 SEC. WEST** a distance of **83.42 FEET** to a point from which an iron rod found bears South 28 Deg. 26 Min. 58 Sec. West a distance of 1.32 feet, for the Southeast corner of the tract herein described;

26) **THENCE** leaving the East boundary of said 516.044 Acre Tract, **SOUTH 80 DEG. 17 MIN. 59 SEC. WEST** a distance of **269.93 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the left, for a corner of the tract herein described;

27) **THENCE** along said curve to the left, with a radius of **450.00 FEET**, an arc length of



**252.27 FEET**, and a central angle of **32 DEG. 07 MIN. 11 SEC.**, having a chord bearing of South 64 Deg. 14 Min. 24 Sec. West and a chord distance of 248.98 feet to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the right, for a corner of the tract herein described;

28) **THENCE** along said curve to the right, with a radius of **530.00 FEET**, an arc length of **297.12 FEET**, and a central angle of **32 DEG. 07 MIN. 11 SEC.**, having a chord bearing of South 64 Deg. 14 Min. 24 Sec. West and a chord distance of 293.24 feet to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

29) **THENCE SOUTH 80 DEG. 17 MIN. 59 SEC. WEST** a distance of **1,619.63 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the right, for a corner of the tract herein described;

30) **THENCE** along said curve to the right, with a radius of **530.00 FEET**, an arc length of **542.50 FEET**, and a central angle of **58 DEG. 38 MIN. 50 SEC.**, having a chord bearing of North 70 Deg. 22 Min. 36 Sec. West and a chord distance of 519.13 feet to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

31) **THENCE NORTH 41 DEG. 03 MIN. 11 SEC. WEST** a distance of **201.56 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the right, for a corner of the tract herein described;

32) **THENCE** along said curve to the right, with a radius of **530.00 FEET**, an arc length of **281.84 FEET**, and a central angle of **30 DEG. 28 MIN. 07 SEC.**, having a chord bearing of North 25 Deg. 49 Min. 07 Sec. West and a chord distance of 278.53 feet to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the left, for a corner of the tract herein described;

33) **THENCE** along said curve to the left, with a radius of **450.00 FEET**, an arc length of **352.75 FEET**, and a central angle of **44 DEG. 54 MIN. 47 SEC.**, having a chord bearing of North 33 Deg. 02 Min. 27 Sec. West and a chord distance of 343.78 feet to an iron rod with plastic cap stamped "MOORE 6370" set on the West boundary of said 516.044 Acre Tract, for the Southwest corner of the tract herein described;

34) **THENCE NORTH 06 DEG. 52 MIN. 02 SEC. EAST** a distance of **90.30 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set, for the Northwest corner of the tract herein described;

35) **THENCE SOUTH 55 DEG. 29 MIN. 51 SEC. EAST** a distance of **41.89 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the right, for a corner of the tract herein described;

36) **THENCE** along said curve to the right, with a radius of **530.00 FEET**, an arc length of **415.46 FEET**, and a central angle of **44 DEG. 54 MIN. 47 SEC.**, having a chord bearing of South 33 Deg. 02 Min. 27 Sec. East and a chord distance of 404.90 feet to an iron rod with

plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the left, for a corner of the tract herein described

37) **THENCE** along said curve to the left, with a radius of **450.00 FEET**, an arc length of **239.30 FEET**, and a central angle of **30 DEG. 28 MIN. 07 SEC.**, having a chord bearing of South 25 Deg. 49 Min. 07 Sec. East and a chord distance of 236.49 feet to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

38) **THENCE SOUTH 41 DEG. 03 MIN. 11 SEC. EAST** a distance of **201.56 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the left, for a corner of the tract herein described;

39) **THENCE** along said curve to the left, with a radius of **450.00 FEET**, an arc length of **460.61 FEET**, and a central angle of **58 DEG. 38 MIN. 50 SEC.**, having a chord bearing of South 70 Deg. 22 Min. 36 Sec. East and a chord distance of 440.77 feet to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

40) **THENCE NORTH 80 DEG. 17 MIN. 59 SEC. EAST** a distance of **1,619.63 FEET** to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the left, for a corner of the tract herein described;

41) **THENCE** along said curve to the left, with a radius of **450.00 FEET**, an arc length of **252.27 FEET**, and a central angle of **32 DEG. 07 MIN. 11 SEC.**, having a chord bearing of North 64 Deg. 14 Min. 24 Sec. East and a chord distance of 248.98 feet to an iron rod with plastic cap stamped "MOORE 6370" set on the point of curvature of a curve to the right, for a corner of the tract herein described;

42) **THENCE** along said curve to the right, with a radius of **530.00 FEET**, an arc length of **297.12 FEET**, and a central angle of **32 DEG. 07 MIN. 11 SEC.**, having a chord bearing of North 64 Deg. 14 Min. 24 Sec. West and a chord distance of 293.24 feet to an iron rod with plastic cap stamped "MOORE 6370" set, for a corner of the tract herein described;

43) **THENCE NORTH 80 DEG. 17 MIN. 59 SEC. EAST** a distance of **293.58 FEET** to the **POINT OF BEGINNING**; Containing 7.015 Acres of land within these metes and bounds.

Basis of bearings are as per the Texas State Plane Coordinate System, South Zone, NAD 83. A plat of survey accompanies this metes and bounds description.

## **EXHIBIT “C”**

### **Exceptions to Warranty**

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing the Public Records of Cameron County, Texas.
2. Mineral and/or royalty grant and/or reservation in instrument dated June 29, 1958, recorded in Volume 661, Page 183, Deed Records of Cameron County, Texas.
3. Mineral and/or royalty grant and/or reservation in instrument dated March 11, 1959, recorded in volume 672, Page 315, Deed Records of Cameron County, Texas.
4. Oil, Gas and Mineral Lease dated October 21, 1991, recorded in Volume 1802, Page 184, Official Records of Cameron County, Texas.
5. Oil, Gas and Mineral Lease dated August 3, 2006, recorded in Volume 13079, Page 260, Official Records of Cameron County, Texas.
6. Rights of tenants in possession, as tenants only, under unrecorded leases and rental agreements.
7. Easements, rules, regulations and rights in favor of Cameron County Irrigation District No. 6.
8. Easement dated December 2, 1998, recorded in Volume 5308, Page 137, Official Records of Cameron County, Texas.