



**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**  
**September 17, 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 8117 3236. PASSWORD: 177465. 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 August 20, 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 August 2020.**
- E. Consideration and Approval of the Cameron County Regional Mobility Authority Investment Policy.**

- F. Consideration and Approval of the Cameron County Regional Mobility Authority Cost Allocation Policy.**
- G. Consideration and Approval of Fiscal Year 2020 External Audit Engagement with Burton, McCumber & Longoria, LLP.**
- H. Consideration and Approval of the Fiscal Year 2021 Cameron County Regional Mobility Authority Annual Budget.**
- I. Discussion Regarding the Status of the Cameron County Regional Mobility Authority Projects.**
- J. Consideration and Approval to Submit a Grant Application for TASA Funding for the West Rail Trail Project.**
- K. Consideration and Approval of Amendment Number One of an Interlocal Agreement between Cameron County and Cameron County Regional Mobility Authority Regarding East Loop Project.**
- L. Consideration and Approval of Amendment Number One to General Consulting Civil Engineering Services between S&B Infrastructure, Ltd., and the Cameron County Regional Mobility Authority.**
- M. Consideration and Approval of Work Authorization No. 22 with S&B Infrastructure for providing Engineering Services required for Geotechnical Studies & Utility Coordination for East Loop.**
- N. Consideration and Approval of Supplemental WA 01 to WA 20 with S&B Infrastructure for the Cameron County Parks System Administration Building Design.**
- O. Consideration and Approval of WA 21 with S&B Infrastructure to provide Engineering Services for the preparation of Plans, Specifications & Estimates (PS&E) and Construction Phase Services for the West Rail Trail Project.**
- P. Consideration and Approval to Terminate the Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Indiana Road Project based on request from the City of Brownsville.**
- Q. Consideration and Approval to Cease Negotiations with Halff Associates, Inc. for development of Indiana Avenue based on the request of the City of Brownsville.**
- R. Consideration and Approval to Select Not to Participate in the Social Security Tax Deferral Program.**
- S. Consideration and Approval of Amendment to the Cameron County Regional Mobility Authority Personnel Policies and Procedures.**
- T. Consideration and Approval of Amendment to the Cameron County Regional Mobility Authority Procurement Policy.**
- U. Consideration and Approval to Award Contract to Spectrum Enterprise for Point to Point Connection for the SH 550 Toll Road.**
- V. Consideration and Adoption of a Resolution Providing Approval for CCRMA staff to solicit and negotiate rates with energy providers.**

**ADJOURNMENT:**

**Signed this 14th day of September 2020.**

A handwritten signature in cursive script, reading "Frank Parker, Jr.", written over a horizontal line.

**Frank Parker, Jr.  
Chairman**

**2-A      CONSIDERATION AND APPROVAL OF THE  
AUGUST 20, 2020 REGULAR MEETING MINUTES**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

**BE IT REMEMBERED** on the 20th day of August, 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**

**DR. MARIA VILLEGAS, MD**  
**DIRECTOR**

**MARK ESPARZA**  
**DIRECTOR**

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

**Al Villarreal**  
**ABSENT**

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The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas. on this 17th day of August 2020.

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**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

None.

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**ACTION ITEMS**

**2-A Consideration and Approval of the July 30, 2020 Regular Meeting Minutes**

Director Esparza moved to approve the Minutes of the July 30, 2020 Regular Meeting. The motion was seconded by Vice Chairman Scaief and carried unanimously.

**2-B Acknowledgement of Claims**

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

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

**2-C Approval of Claims.**

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

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

**The Claims are as follows:**

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**2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Month of July 2020.**

Mr. Victor Barron, RMA Controller went over the Financial Statements for June 2020 with the Board. Staff provided an update on revenues and toll collections.

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

**The Financial Statements are as follows:**

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**2-E Consideration and Approval of Recommendation of highest ranked Firm Proposal for the Dana Road Project for PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., RMA Executive Director recommended that the item be tabled.

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

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**2-F Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and the Central Texas Regional Mobility Authority.**

Mr. Pete Sepulveda, Jr., CCRMA Executive Director introduced the item and the need for the interlocal agreement. Mr. Sepulveda recommended that the Board approve the Interlocal Agreement subject to final legal approval.

Director Esparza moved to approve the Interlocal Agreement subject to final legal approval. The motion was seconded by Director Villegas and carried unanimously.

**2-G Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and ROL Consulting.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board about the need for this Agreement. Mr. Sepulveda went over the scope of this agreement and the benefits to the CCRMA.

Vice Chairman Scaief moved to approve the Agreement with ROL Consulting, LLC. The motion was seconded by Director Villegas and carried unanimously.

**The Agreement is as follows:**

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**2-H Consideration and Approval of Amendment Number Two to Master Services Agreement for Toll System Maintenance between Kapsch TrafficCom USA, Inc., and the Cameron County Regional Mobility Authority.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over with the Board the need for this Amendment to the Master Services Agreement. Mr. Sepulveda advised the Board that Staff is still negotiating a long-term Maintenance Agreement with Kapsch TrafficCom USA, Inc.

Director Esparza moved to approve Amendment Number Two to the Master Services Agreement subject to final legal approval. The motion was seconded by Director Villegas and carried unanimously.

**2-I Discussion and Possible Action Regarding the Fiscal Year 2020-2021 Annual Budget.**

Mr. Pete Sepulveda, Jr., introduced the item and advised the Board of the number of projects that will be included in the upcoming years budget and also advised the Board about the Texas Transportation Commission meeting on August 27<sup>th</sup> where they will consider the 2021 UTP. Mr. Sepulveda asked Txdot District Engineer Pete Alvarez to comment. Mr. Alvarez addressed the Board and advised them that the Comptroller will provide the funding allocations later in the year but in all likelihood the funding will be lower than this year. Mr. Alvarez mentioned that the UTP will be considered during the August and September meetings of the Texas Transportation Commission. Mr. Alvarez noted the importance of submitting letters of support for projects. Chairman Parker asked about a plan to move the SPI 2<sup>nd</sup> Access project forward. Mr. Sepulveda turned it over to Mr. Barron so that he could provide an explanation on the proposed FY 2020-2021 Annual Budget.

Mr. Victor Barron, CCRMA Controller went over the Administration budget and Tolls budget. Mr. Barron advised the Board that we are budgeting a lower amount of toll revenues and that we had shifted some administrative expenses from the Tolls budget to the Administration budget. Mr. Barron advised the Board that there was a savings of \$215,000 through a reduction of force. Staff will work on some modifications to the budget and bring back to the Board in September for final approval.

Director Esparza moved to acknowledge discussion regarding the Fiscal Year 2020-2021 Annual Budget. The motion was seconded by Secretary Nelson and carried unanimously.

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**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Villegas and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:46 P.M.

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

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

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



**2-B      ACKNOWLEDGEMENT OF CLAIMS**

## Claims for Acknowledgement

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims September 3, 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 Sept 2020	\$ 4,460.00	AGC Solutions Rent Sept 2020	Indirect	Y	Local	Ope
Toshiba Financial Services	36175575	311.23	Toshiba Admin Sept 2020	Indirect	Y	Local	Ope
		<u>4,771.23</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom USA, Lone Star Shredding Document Storage	486021SI00850 1961215	\$ 14,274.00 67.50	Kapsch July 2020 Lone Star Shredding Aug 2020	Indirect Indirect	Y	Local	Tolls
Prisciliano Delgado	10714	250.00	Prisciliano Lawn Care Aug 2020	Indirect	Y	Local	Tolls
Verizon Wireless	9861392315	88.30	Verizon Aug 2020	Indirect	Y	Local	Tolls
		<u>14,679.80</u>					
	Operations	\$ 4,771.23					
	Tolls	<u>14,679.80</u>					
	Total Transfer	<u>\$ 19,451.03</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk*Monica R Ibarra* 9.3.20Victor J. Barron,  
ControllerDocuSigned by:  
*Victor Barron* 9/3/2020  
811FAAF029A74BA...Pete Sepulveda Jr,  
Executive DirectorDocuSigned by:  
*Pete Sepulveda, Jr* 9/3/2020  
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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 27, 2020**



**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX 8.18.20	\$ 2,400.29	AMEX Aug 2020	Indirect	Y	Local	Ope
Gexa Energy, LP	31460845	227.99	GEEXA Aug 2020 Ste B3 & B4	Indirect	Y	Local	Ope
Gexa Energy, LP	31464183	100.14	Gexa Aug 2020 Ste B7	Indirect	Y	Local	Ope
Gexa Energy, LP	31465022	58.78	GEEXA Aug 2020 Ste B6	Indirect	Y	Local	Ope
Gexa Energy, LP	31483201	46.07	Gexa Aug 2020 Ste B5 & 570 Fm 511 & 1895 Fm 511 #1	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212009A	5,904.77	TML Health Benefits Pool Sept 2020	Indirect	Y	Local	Ope
		<u>8,738.04</u>					

**100 Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	27-B	\$ 8,000.00	March Consulting Services	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	28-B.1	8,000.00	Pathfinder Consulting Interlocal W/CC April 2020	CC - Consulting Services PF	Y	Local	Ope
		<u>16,000.00</u>					

### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX 8.18.20	3,190.10	AMEX Aug 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	31483201	1,083.80	Gexa Aug 2020 Ste B5 & 570 Fm 511 & 1895 Fm 511 #1	Indirect	Y	Local	Tolls
Gexa Energy, LP	31485302	547.44	Gexa Aug 2020 Tolls & 1505 Fm 511 & 1705 Fm 511	Indirect	Y	Local	Tolls
Matus Contractor Company	217	4,500.00	MCC cutting grass,garbage collection Aug 2020	Indirect	Y	Local	Tolls
Temp Control, Inc.	300666	510.00	Temp Control July 2020	Indirect	Y	Local	Tolls
Temp Control, Inc.	300775	650.00	Temp Control Cleaned line and replaced filter in AC units.	Indirect	Y	Local	Tolls
TML Health Benefits Pool	1212009A	7,353.42	TML Health Benefits Pool Sept 2020	Indirect	Y	Local	Tolls
Toshiba Financial Services	36112768	296.86	Toshiba Tolls August 2020	Indirect	Y	Local	Tolls
		<u>18,131.62</u>					
Operations		\$ 8,738.04					
Interlocal Agreements		\$ 16,000.00					
Tolls		<u>18,131.62</u>					
Total Transfer		<u>\$ 42,869.66</u>					

Revised by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 8.27.20

Victor J. Barron,  
Controller

Victor J. Barron 8.27.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 8.27.20




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### Wire Transfer Request

**To:** Pete Sepulveda**From:** Victor J. Barron *VJB***Date:** 8/26/2020**Re:** Wire Transfer

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<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice Number</b>	<b>Funding Source</b>	<b>To</b>	<b>Amount</b>
8/26/2020	Texas Regional Bank	Partial Line of Credit Payment		Operations	Claims	<u>\$ 129,612.50</u>
	Line of Credit Loan	\$ 590,374.91				<u>\$ 129,612.50</u>
	Partial payment	(129,612.50)				
	Balance	<u>\$ 460,762.41</u>				

*Victor J. Barron*  


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 Victor J. Barron, Controller

DocuSigned by:

8/27/2020

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Pete Sepulveda, Jr. Executive Director



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 20, 2020**

**100 Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gulf Coast Paper Co.	1910198	\$ 44.61	Gulf Coast Paper	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	31	12,000.00	Pathfinder Consulting Services July 2020	Indirect	Y	Local	Ope
Valley Municipal Utility	VMUD July 2020 Ste	34.55	VMUD July 2020 Ste 3	Indirect	Y	Local	Ope
Valley Municipal Utility	VMUD July 2020 Ste	34.17	VMUD July 2020 Ste 4	Indirect	Y	Local	Ope
Valley Municipal Utility	VMUD July 2020 Ste	34.17	VMUD July 2020 Ste 5	Indirect	Y	Local	Ope
Valley Municipal Utility	VMUD July 2020 Ste	34.55	VMUD July 2020 Ste 6	Indirect	Y	Local	Ope
Valley Municipal Utility	VMUD July 2020 Ste	59.43	VMUD July 2020 Ste 7	Indirect	Y	Local	Ope
		<u>12,241.48</u>					

**100 Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	29-B	\$ 8,000.00	Consulting Services Interlocal May 2020	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	30-B	8,000.00	Consulting Services June 2020	CC - Consulting Services PF	Y	Local	Ope
		<u>16,000.00</u>					

### 525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Law Enforcement Systems LLC	1001725	\$ 426.40	Duncan Solutions DMV Record July	Indirect	Y	Local	Tolls
Gulf Coast Paper Co.	1910198	44.62	Gulf Coast Paper	Indirect	Y	Local	Tolls
Lucania Construction LLC	1064	14,865.00	Lucania Const Rehabilitate erosion at 511 hwy 8.14.20	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 8.12.20	247.57	PUB 588837 Aug 2020	Port Spur - SH550	Y	Local	Tolls
Tecsidel SA	720	2,575.00	Tecsidel July 2020	Pharr-Reynosa Intl	Y	Local	Tolls
Time Warner Cable Business Class	0121858080920	2,200.30	Spectrum Aug 2020	Indirect	Y	Local	Tolls
United States Postal Service	USPS Replenish 8/20	15,000.00	USPS Replenishment 8.14.20	Indirect	Y	Local	Tolls
Valley Municipal Utility	VMUD July 2020 Tol	34.55	VMUD July 2020 Tolls	Indirect	Y	Local	Tolls
		<u>35,393.44</u>					
	Operations	\$ 12,241.48					
	Interlocal Agreements	\$ 16,000.00					
	Tolls	35,393.44					
	Total Transfer	<u>\$ 63,634.92</u>					

Reviwed by:

Monica R. Ibarra,  
Accounting Clerk

Monica R Ibarra 8.20.20

Victor J. Barron,  
Controller

Victor J Barron 8.20.20

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 08 20.20



**2-C    APPROVAL OF CLAIMS**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims September 17, 2020**



**100 Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.500-07	38,470.00	S&B East Loop APD WA 5	SH 32 (East Loop)	Y	Local	Oper
S&B Infrastructure, LTD	U2716.210-05	31,918.82	S&B Morrison Rd APD WA 11	Morrison Road	Y	Local	Oper
S&B Infrastructure, LTD	U2716.400.02	152,180.77	SH550 Gap II WA:4	SH550 Gap II	Y	Local	Oper
		<u>222,569.59</u>					

**525 Interlocal Agreements**

TollPlus LLC	O20054	6,303.75	TollPlus Aug 2020	Pharr- Reynosa Int'l Bridge	Y	Local	Tolls
		<u>6,303.75</u>					

**525 Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
HALFF Associates, Inc.	10041715	35,018.34	Halff SH550 Maint Asset report for SH550 from IH69E to SH48	Indirect	Y	Local	Tolls
TollPlus LLC	O20054	15,271.91	TollPlus Aug 2020	Indirect	Y	Local	Tolls
		<u>50,290.25</u>					
	Oper Interlocal	222,569.59					
	Tolls Interlocal	6,303.75					
	Tolls	50,290.25					
	Total Transfer	<u>\$ 279,163.59</u>					

Reviwed by:

Victor J. Barron,  
Controller

*Victor J. Barron*

Pete Sepulveda Jr,  
Executive Director

*Pete Sepulveda Jr.*

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



## **AUGUST 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 8/1/2020 Through 8/31/2020

(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	271,940	2,977,774	3,250,000	(272,226)	3,037,003
Interlocal agreement revenues	10,000	114,716	120,000	(5,284)	36,362
Other revenues	0	0	0	0	214,852
Total Operating Revenues	<u>281,940</u>	<u>3,092,490</u>	<u>3,370,000</u>	<u>(277,510)</u>	<u>3,288,217</u>
Operating Expenses					
Personnel costs	56,126	827,124	846,528	19,404	772,262
Professional services	19,800	269,569	306,642	37,073	159,726
Contractual services	682	25,215	110,000	84,785	93,962
Advertising & marketing	125	8,890	18,500	9,610	7,553
Data processing	44	6,125	10,000	3,875	5,294
Dues & memberships	0	17,917	20,000	2,083	17,157
Education & training	2,000	2,920	10,000	7,080	4,865
Fiscal agent fees	0	10,995	50,000	39,005	13,904
Insurance	387	798	5,000	4,202	1,968
Maintenance & repairs	0	1,456	10,000	8,544	2,984
Office supplies	221	13,864	22,500	8,636	17,245
Rent	4,951	54,323	62,420	8,097	50,112
Travel	0	12,810	30,000	17,190	27,037
Utilities	516	9,104	12,000	2,896	10,238
Total Operating Expenses	<u>84,852</u>	<u>1,261,110</u>	<u>1,513,590</u>	<u>252,481</u>	<u>1,184,307</u>
Total Operating Income (Loss)	<u>197,088</u>	<u>1,831,380</u>	<u>1,856,410</u>	<u>(25,029)</u>	<u>2,103,910</u>
Non Operating Revenues					
Grant revenues	0	0	0	0	2,044,124
Interest income	3,267	56,515	68,200	(11,685)	40,752
Total Non Operating Revenues	<u>3,267</u>	<u>56,515</u>	<u>68,200</u>	<u>(11,685)</u>	<u>2,084,875</u>
Non Operating Expenses					
Debt interest	474,075	1,727,506	1,799,750	72,244	849,102
Debt interest-LOC	1,881	5,652	25,500	19,848	4,255
Total Non Operating Expenses	<u>475,956</u>	<u>1,733,158</u>	<u>1,825,250</u>	<u>92,092</u>	<u>853,357</u>
Total Changes in Net Position	<u>(275,601)</u>	<u>154,737</u>	<u>99,360</u>	<u>55,378</u>	<u>3,335,428</u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues & Expenses - Cash - Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report  
From 8/1/2020 Through 8/31/2020  
(In Whole Numbers)

	Current Period Actual	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
TPS Revenues	156,650	1,687,420	1,900,000	(212,580)	1,807,300
Interop Revenues					
Interop revenues	74,493	737,528	700,000	37,528	681,888
Bridge interoperability	<u>43,337</u>	<u>452,066</u>	<u>525,000</u>	<u>(72,934)</u>	<u>391,082</u>
Total Interop Revenues	117,830	1,189,593	1,225,000	(35,407)	1,072,970
Other Toll Revenues					
Interlocal agreement revenues	11,764	130,061	136,000	(5,939)	41,664
Other	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10,500</u>
Total Other Toll Revenues	11,764	130,061	136,000	(5,939)	52,164
Total Toll Operating Revenues	<u>286,243</u>	<u>3,007,074</u>	<u>3,261,000</u>	<u>(253,926)</u>	<u>2,932,434</u>
Toll Operating Expenses					
Personnel costs	49,718	659,277	909,077	249,800	608,861
Transaction processing costs	30,446	311,097	411,500	100,403	339,432
Toll system maintenance/IT	27,912	303,279	350,000	46,721	212,777
Roadside maintenance	75,943	489,795	500,485	10,690	395,584
CSC indirect/overhead costs	<u>9,188</u>	<u>126,978</u>	<u>225,550</u>	<u>98,572</u>	<u>138,048</u>
Total Toll Operating Expenses	<u>193,205</u>	<u>1,890,426</u>	<u>2,396,612</u>	<u>506,186</u>	<u>1,694,702</u>
Total Operating Income (Loss)	<u>93,038</u>	<u>1,116,648</u>	<u>864,388</u>	<u>252,260</u>	<u>1,237,731</u>
Non Operating Revenues					
Pass through grant revenues	<u>0</u>	<u>1,385,000</u>	<u>1,385,000</u>	<u>0</u>	<u>1,385,000</u>
Total Non Operating Revenues	<u>0</u>	<u>1,385,000</u>	<u>1,385,000</u>	<u>0</u>	<u>1,385,000</u>
Non Operating Expenses					
Debt interest	805,038	2,059,701	2,249,388	189,687	1,967,821
Project expenses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>74,201</u>
Total Non Operating Expenses	<u>805,038</u>	<u>2,059,701</u>	<u>2,249,388</u>	<u>189,687</u>	<u>2,042,022</u>
Changes in Net Position	<u>(712,000)</u>	<u>441,947</u>	<u>(0)</u>	<u>441,947</u>	<u>580,709</u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report  
From 8/1/2020 Through 8/31/2020  
(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	271,940	2,977,774	3,250,000	(272,226)	3,037,003
Interlocal Agreement Revenue	21,764	244,777	256,000	(11,223)	78,026
Toll revenues	274,479	2,877,013	3,125,000	(247,987)	2,880,269
Other revenue	0	0	0	0	225,352
<b>Total Operating Revenues</b>	<b>568,183</b>	<b>6,099,564</b>	<b>6,631,000</b>	<b>(531,436)</b>	<b>6,220,651</b>
<b>Operating Expenses</b>					
Personnel costs	105,844	1,486,401	1,755,606	269,204	1,381,123
Accounting software and services	0	1,206	10,000	8,794	6,153
Professional services	19,800	268,363	296,642	28,279	154,037
Contractual services	1,122	33,026	135,000	101,974	101,573
Advertising & marketing	125	40,523	78,500	37,977	45,882
Data processing	44	7,588	10,000	2,412	6,009
Dues & memberships	0	20,957	27,000	6,043	22,443
Education & training	2,000	2,920	20,000	17,080	7,350
Fiscal agent fees	0	14,195	50,000	35,805	13,904
Insurance	387	73,118	80,485	7,367	72,554
Maintenance & repairs	1,396	19,132	40,000	20,868	20,497
Office supplies	21,214	189,006	214,500	25,494	198,072
Road maintenance	105,269	719,289	755,000	35,711	530,841
Rent	6,309	88,151	106,970	18,819	79,984
Toll services	9,320	106,722	226,500	119,778	143,813
Travel	0	22,649	42,000	19,351	45,141
Utilities	5,226	61,489	62,000	511	49,635
<b>Total Operating Expenses</b>	<b>278,057</b>	<b>3,154,736</b>	<b>3,910,203</b>	<b>755,467</b>	<b>2,879,010</b>
<b>Net Change from Operations</b>	<b>290,126</b>	<b>2,944,828</b>	<b>2,720,797</b>	<b>224,031</b>	<b>3,341,641</b>
<b>Non Operating Revenue</b>					
Pass through grant revenues	0	1,385,000	1,385,000	0	1,385,000
Interest income	3,267	56,515	68,200	(11,685)	40,752
<b>Total Non Operating Revenue</b>	<b>3,267</b>	<b>1,441,515</b>	<b>1,453,200</b>	<b>(11,685)</b>	<b>1,425,752</b>
<b>Non Operating Expenses</b>					
Bond Debt Expense	1,279,113	3,784,007	4,048,688	264,681	2,816,922
Debt Interest - LOC	1,881	5,652	25,950	20,298	4,255
<b>Total Non Operating Expenses</b>	<b>1,280,994</b>	<b>3,789,660</b>	<b>4,074,638</b>	<b>284,978</b>	<b>2,821,178</b>
<b>Changes in Net Position</b>	<b>(987,602)</b>	<b>596,684</b>	<b>99,359</b>	<b>497,324</b>	<b>1,946,215</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues and Expenditures - Monthly Project I/S - Unposted Transactions Included In Report  
From 8/1/2020 Through 8/31/2020

(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Non Operating Revenues		
Grant revenues		
SH550 GAP II	0.00	46,455.00
Morrison Road	<u>30,068.00</u>	<u>106,290.00</u>
Total Grant revenues	30,068.00	152,745.00
Project revenues		
West Blvd. Project	0.00	300,000.00
SH 32 (East Loop)	38,470.00	713,318.00
Morrison Road	1,851.00	6,544.00
Indiana Road - COB	0.00	62,500.00
CC- Veterans Bridge	0.00	159,801.00
CC - Old ALice Road	0.00	329,987.00
CC - Parks Circulation Study	0.00	11,628.00
CC - Bridge Maintenance	0.00	478,718.00
CC - Gateway Bridge	0.00	26,401.00
CC - Parks Traffic Circulation	0.00	1,762.00
Study		
CC - Los Indios LPOE Bldg & Lot	0.00	17,909.00
Modification		
CC - Consulting Services PF	0.00	40,000.00
CC - International Bridge	298,000.00	745,000.00
CC - Parks	<u>119,995.00</u>	<u>599,975.00</u>
Total Project revenues	<u>458,316.00</u>	<u>3,493,545.00</u>
Total Non Operating Revenues	<u>488,384.00</u>	<u>3,646,290.00</u>
Non Operating Expenses		
Project expenses		
Indirect	22,000.00	227,134.00
South Padre Island 2nd Access	0.00	245.00
West Blvd. Project	11,522.00	411,954.00
Outer Parkway	0.00	227.00
West Rail Relocation	0.00	2,417.00
SH 550	0.00	148,455.00
SH550 GAP II	0.00	58,069.00
SH 32 (East Loop)	38,470.00	1,077,563.00
South Port Connector - SH32	0.00	7,832.00
Whipple Road	0.00	38,044.00
FM 509	0.00	48,167.00
Morrison Road	31,919.00	125,555.00
Indiana Road - COB	0.00	2,368.00
CC- Veterans Bridge	0.00	64,868.00
CC - Old ALice Road	0.00	357,248.00
CC BRIDGE ADVISORY	0.00	1,136.00
CC - Parks Circulation Study	0.00	244.00
CC - Bridge Maintenance	0.00	483,387.00
CC - Gateway Bridge	0.00	32,729.00
CC - Parks Traffic Circulation	0.00	17,497.00
Study		
CC - Los Indios LPOE Bldg & Lot	0.00	17,909.00
Modification		
CC - Consulting Services PF	8,000.00	64,000.00
CC - International Bridge	375,000.00	657,110.00
CC - Parks	<u>375,000.00</u>	<u>919,718.00</u>
Total Project expenses	<u>861,911.00</u>	<u>4,763,879.00</u>
Total Non Operating Expenses	<u>861,911.00</u>	<u>4,763,879.00</u>
Total Changes in Net Position	<u>(373,527.00)</u>	<u>(1,117,589.00)</u>

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet  
As of 8/31/2020  
(In Whole Numbers)

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	3,344,232
Restricted cash accounts - debt service	5,865,998
Accounts receivable, net	3,531,345
Accounts receivable - other agencies	4,616,998
Accrued interest	<u>0</u>
Total Current Assets:	17,358,572
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	<u>5,150</u>
Total Non Current Assets:	125,894,530
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	193,715
Deferred outflow related to pension	<u>168,350</u>
Total Deferred Outflow of Resources	362,065
Total ASSETS	<u><u>143,615,167</u></u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	283,924
Line of Credit	
Line of Credit - TRB	<u>460,762</u>
Total Line of Credit	460,762
Deferred revenue	<u>359,381</u>
Total Current Liabilities	1,104,068
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	<u>76,418,371</u>
Total Non Current Liabilities	92,602,558
Deferred Inflows of Resources	
Deferred inflows related to pension	<u>11,943</u>
Total LIABILITIES	<u><u>93,718,569</u></u>
<b>NET POSITION</b>	
Beginning net position	
	<u>44,997,192</u>
Total Beginning net position	44,997,192
Changes in net position	
	<u>4,899,405</u>
Total Changes in net position	4,899,405
Total NET POSITION	<u><u>49,896,597</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>143,615,167</u></u>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## Statement of Cash Flows

As of 8/31/2020

*(In Whole Numbers)*

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	591,920	2,947,310
Receipts from Interop Toll revenues	112,893	1,194,164
Receipts from TPS Toll Revenues	163,417	2,095,264
Receipts from Other Operating Revenues	21,764	1,579,842
Payments to Vendors	(143,318)	(1,812,906)
Payments to Employees	(105,844)	(1,335,573)
Total Cash Flows from Operating Activities	<u>640,832</u>	<u>4,668,102</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Construction in Progress	(633,464)	(1,807,686)
Payments on principal and interest	(1,168,257)	(4,065,413)
Line of credit payment	460,762	460,762
Proceeds related to redevelopment assets	153,867	(192,692)
Payment on interlocal project expenses	(81,911)	(2,555,160)
Interlocal project proceeds	<u>0.00</u>	<u>1,507,678</u>
Total Cash Flows from Capital and Related Financing Activities	<u>(1,269,003)</u>	<u>(6,652,511)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	<u>3,267</u>	<u>56,515</u>
Total Cash Flows from Investing Activities	<u>3,267</u>	<u>56,515</u>
Beginning Cash & Cash Equivalents	<u>9,835,133</u>	<u>11,138,124</u>
Ending Cash & Cash Equivalents	<u>9,210,230</u>	<u>9,210,230</u>



To: Pete Sepulveda

From: Victor J. Barron *VJB*

Date: 9/14/2020

Re: Budget Amendment #1 FY2020

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Description:

**100 Operations Fund**

GL#	GL Description	Budget		
		Current	Amended	Net Change
1	51110 Payroll - Indirect	208,602	\$ 253,602	45,000
2	60135 Legal Expense	100,000	55,000	(45,000)
	Total Fund 100	\$ 308,602	\$ 308,602	\$ -

**525 Toll Fund**

GL#	GL Description	Budget		
		Current	Amended	Net Change
1	50110 Payroll - Indirect	\$ 556,048	\$ 526,048	\$ (30,000)
2	60170 Maintenance - SH -550	175,000	195,000	20,000
3	60205 Utilities	50,000	60,000	10,000
	Total Fund 525	\$ 781,048	\$ 781,048	\$ -

A handwritten signature in blue ink, appearing to read "Pete Sepulveda, Jr.", is written over a horizontal line.

Pete Sepulveda, Jr. Executive Director

09 14 20

Date

**2-E      CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY.**



# INVESTMENT POLICY

## FISCAL YEAR 2021

## **I. POLICY**

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

Investments shall be made with the primary objectives of:

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

## **II. PURPOSE**

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

## **III. SCOPE**

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

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

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

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

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

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

##### **Safety**

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

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



### **Liquidity**

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

### **Public Trust**

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

### **Diversification**

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

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

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

## **V. RESPONSIBILITY AND CONTROL**

### **Delegation of Authority**

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

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

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

## **Training Requirements**

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

## **Internal Controls**

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

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

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

## **Prudence**

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

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

### **Indemnification**

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

### **Ethics and Conflicts of interest**

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

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

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

### **Portfolio Management**

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

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

### **Investments**

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

## **I. Authorized**

1. Obligations of the United States of America, its agencies and instrumentalities.
2. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of the Authority, or c) is executed through a depository institution that has its main office or a branch office in Texas that participated in the Certificate of Deposit Account Registry Service (CDARS) and meets the requirements of the Public Funds Investment Act.
3. Money Market Mutual Funds that are 1) registered and regulated by the Securities and Exchange Commission, 2) invest only in “government” securities or repurchase agreements, 3) rated AAAM, or its equivalent, by at least one nationally recognized rating service, and 4) seek to maintain a net asset value of \$1.00 per share.
4. State and local government investment pools organized under the Inter-local Cooperation Act that 1) meet the requirements of the Public Funds Investment Act, 2) invest only in “government” security or repurchase agreements, 3) are rated no lower than AAAM or an equivalent rating by at least one nationally recognized rating service, and 4) are authorized by resolution or ordinance by the Board of Directors. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and seek to maintain a \$1.00 net asset value. Any investment pool that does not meet the requirements of one that is created to function as money market mutual fund must maintain a maximum average dollar weighted maturity that does not exceed 365 days, or 366 days in the case of a leap year, and must provide a fixed interest rate and fixed maturity term for each pool position.

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

## **II. Not Authorized**

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

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

## VII. INVESTMENT PARAMETERS

### **Maximum Maturities**

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

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

### **Diversification**

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

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

## VIII. INVESTMENT STRATEGIES

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

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

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. Managing the weighted average days to maturity for the General Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the overall portfolio.
3. **Liquidity:** The General Operating Fund requires the greatest short-term liquidity. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
4. **Marketability:** Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. The Authority must maintain a reasonable balance of highly liquid assets relative to less liquid assets to ensure adequate liquidity and diversification mix.

5. **Diversification:** Investment maturities should be staggered throughout the cash flow cycle. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.
6. **Yield:** Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury-Bill portfolio will be the minimum yield objective.

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

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

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

1. **Suitability:** Any investment eligible in the Investment Policy is suitable.
2. **Safety:** All investments shall be of high quality securities with no perceived default risk. Market price fluctuations will occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment’s market risk if the debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the final maturity of the borrowing.

3. **Liquidity:** Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the debt holders. Market conditions and arbitrage regulation compliance determine the advantage of security diversification and liquidity.
4. **Marketability:** Securities with less active and efficient secondary markets are acceptable.
5. **Diversification:** Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.
6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

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

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

6. **Yield:** Achieving a positive spread to the applicable borrowing cost is the desired objective. Capital Project Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

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

### **Depository**

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

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



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

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

#### **Authorized Broker/Dealers**

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

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

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

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

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

### **Competitive Bids**

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

### **Delivery vs. Payment**

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

### **Investment Advisors**

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

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

### **Safekeeping and Custodian Agreements**

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

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

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

### **Collateral Policy**

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

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

### **Collateral Defined**

The Authority shall accept only the following types of collateral:

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

### **Subject to Audit**

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

## **XI. REPORTING**

### **Methods**

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

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

### **Monitoring Market Value**

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

## **XII. INVESTMENT POLICY ADOPTION**

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

**University of North Texas Center for Public Management**  
and  
Government Treasurers' Organization of Texas

**Co Sponsored by**

**Certificate of Attendance**  
presented to

***Victor Barron***

For completion of training on the Texas Public Funds Investment Act and related investment issues

August 13, 2020 ..... 5 hours  
August 14, 2020 ..... 5 hours

Patrick Shinkle  
Center for Public Management  
TSBPA CPE Sponsor 007716

**2-F      CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY COST ALLOCATION POLICY.**



## MEMORANDUM

**TO: CCRMA Board of Directors**

**FROM: Victor J. Barron** *JB*

**DATE: September 17, 2020**

**SUBJ: Consideration and Approval of CCRMA Cost Allocation Plan of FY2021**

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

Staff recommends approval.



# **COST ALLOCATION PLAN**

**2021 FISCAL YEAR**

**PREPARED IN ACCORDANCE WITH**

**CODE OF FEDERAL REGULATIONS (CFR) UNDER OFFICE OF  
MANAGEMENT GRANT GUIDANCE UNDER 2 CFR 200, UNIFORM  
ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT  
REQUIREMENTS FOR STATE, LOCAL, AND INDIAN TRIBAL  
GOVERNMENTS**

**VICTOR J. BARRON**

**CONTROLLER**



## DOCUMENT CONTROL

Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	Approved FY2018 Policy	Adrian Rincones		Final	9/29/17
2.0	Updated to include Environmental Staff as direct labor cost	Adrian Rincones		Final	11/3/17
3.0	Approved FY2020 Policy	Adrian Rincones		Final	10/4/19
4.0	Approved FY 2021 Policy	Victor J. Barron		Final	9/11/20

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
COST ALLOCATION PLAN

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## CERTIFICATE OF COST ALLOCATION PLAN

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

1. All costs included in this proposal to establish cost allocations or billings for the 2021 Fiscal Year are allowable in accordance with the requirements of 2 CFR 200 "Uniform administrative Requirements, Cost Principals, and Audit Requirements for State, Local, and Indian Tribe Governments," and the Federal/State Award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the Cost Allocation Plan.
2. All costs included in this proposal are properly allocable to Federal/State awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

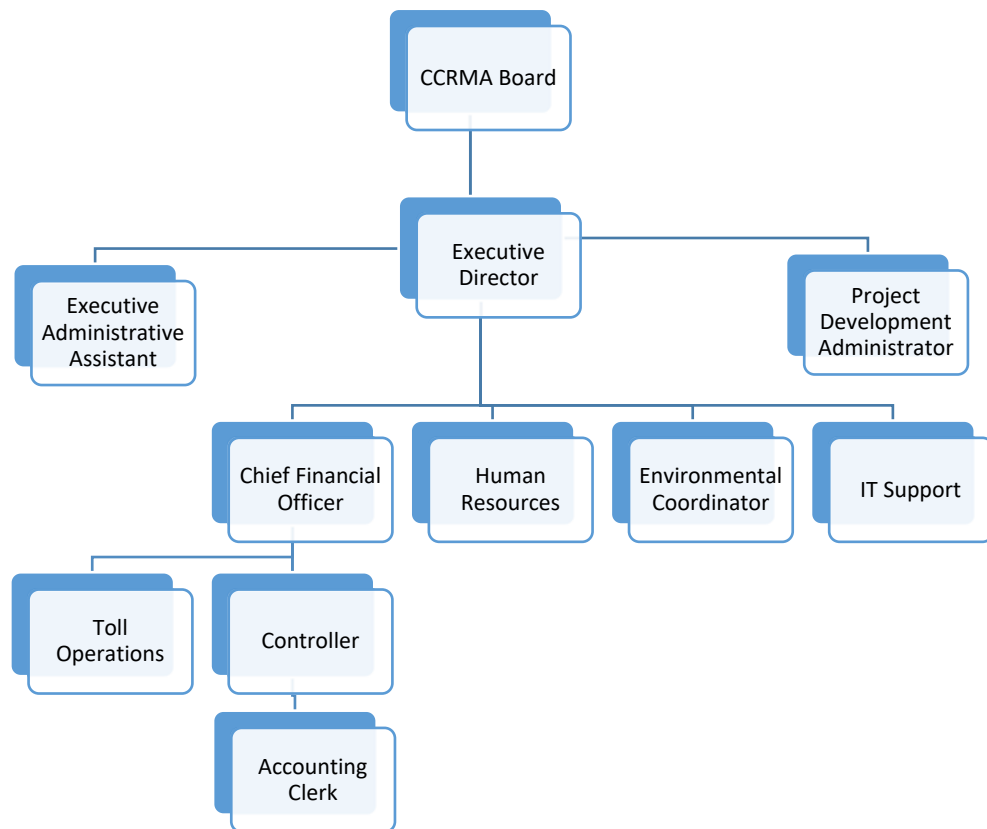
X *Victor J. Barron*

Victor J. Barron  
Controller

X 9.11.20

Date

# ORGANIZATIONAL CHART



## NARRATIVE

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

2 CFR 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirement for State, Local, and Indian Tribal Governments” establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and Federally-recognized Indian Tribal Governments. 2 CFR 200 is issued under the authority of the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended; the Chief Financial Officers Act of 1990; Reorganization Plan No. 2 of 1970; and Executive Order No. 11451 (“Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President”)

Factors Affecting Allowability of Cost under this Plan:

1. Be necessary and reasonable for proper and efficient performance and administration of Federal/State/Local funds.
2. Be allocable to awards under the provisions of 2 CFR part 200.
3. Be authorized or not prohibited under State and Local laws or regulations.
4. Be consistent with policies, regulations, and procedures that apply to Federal/State/Local awards and other activities of the CCRMA.
5. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost and as an indirect cost for another federal award.
6. Be adequately documented and net of all applicable credits.

Composition of Cost:

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

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

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

## **DETAIL OF ALLOCATED COSTS**

### **General Approach**

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

### **CCRMA DIRECT COSTS**

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

- Compensation of executive director
- Compensation of project development administrator
- Compensation of environmental coordinator
- Compensation of engineering staff
- Contractual project cost for the following professional services; engineering, legal, and other project related services
- Construction and construction management costs
- Project related equipment costs
- Preliminary engineering costs
- Plans, specifications, and engineering costs
- Right of way, utilities, and related costs
- Project related insurance costs
- Financing interest on construction projects
- Project legal costs

## CCRMA INDIRECT COSTS

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

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

## SUMMARY OF ALLOCATION BASIS

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

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

### Example

	Executive Director	Project Development Administrator	Environmental Coordinator	% of Time allocated to project
Project 1	20%	30%	20%	23%
Project 2	15%	15%	10%	13%
Project 3	15%	15%	20%	17%
Project 4	15%	15%	30%	20%
Project 5	15%	15%	10%	13%
Project 6	20%	10%	10%	14%
Total	100%	100%	100%	100%

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



**2-G      CONSIDERATION AND APPROVAL OF FISCAL YEAR 2020 EXTERNAL AUDIT  
ENGAGEMENT WITH BURTON, McCUMBER & LONGORIA, LLP.**

August 17, 2020

Board of Directors  
Cameron County Regional Mobility Authority  
3461 Carmen Ave.  
Rancho Viejo, Texas 78575

Dear members of the Board,

We are pleased to confirm our understanding of the services we are to provide the Cameron County Regional Mobility Authority (Authority), a component unit for Cameron County, Texas for the year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Employer's Net Pension Liability and Related Ratios
- 3) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

## **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State of Texas Single Audit Circular*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the State of Texas Single Audit Circular and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Directors of the Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal/state awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal/state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and the State of Texas Audit Circular requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal/state statutes, regulations, and the terms and conditions of federal/state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the *State of Texas Single Audit Circular*.

### **Other Services**

We may also assist in preparing the financial statements, schedule of federal/state awards, including the Data Collection Form, and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal/state awards, related notes, and pension journal entry services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal/state awards, and for evaluating, and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal/state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal/state statutes) and provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence and (4) access to personnel accounts, books, records, supporting documentation and other information as needed to perform an audit under the Uniform Guidance.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal/state statutes, regulations, and the terms and conditions of federal/state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal/state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal/state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal/state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal/state awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal/state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal/state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal/state awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes

relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for financial statements, schedule of expenditures of federal/state awards, and related notes preparation services and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal/state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee both the audit and non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Burton McCumber and Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to federal/state agencies or its designee, providing direct or indirect funding, or the U.S. government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton McCumber and Longoria, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties. These parties or may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal/state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ben Peña is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. His responsibilities include supervising Burton

McCumber & Longoria, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate that our audit fee for the services described in this letter will be \$29,500 plus out-of-pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, you and we agree that any controversy, dispute or claim (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the breach hereof, or any other dispute or disagreement between the parties hereto, shall first be submitted to non-binding mediation administered by the American Arbitration Association under the Dispute Resolution Rules of Professional Accounting Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If not resolved in such mediation, thereafter settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator(s) sitting in Brownsville, Cameron County, Texas. Any award by an arbitrator(s) shall be binding in all parties to this Agreement. The cost of any mediation or arbitration proceedings shall be shared equally by both parties. Any liability resulting from any award as a result of mediation or arbitration shall be limited to a return of the fees paid for the services included in this engagement letter.

The Authority agrees to hold harmless and indemnify Burton McCumber & Longoria, L.L.P. from any and all claims against (or from) the Authority or other third parties which arise from the withholding or concealment of information or known misrepresentations made to Burton McCumber & Longoria, L.L.P. by the Authority's governance, management, employees or its representatives in connection with this engagement. The provisions of this paragraph shall apply regardless of the nature of the claim; including the negligence of any party.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. If we receive a summons or subpoena requesting that we produce documents from this engagement or testify about this engagement and we are not prohibited from doing so by law or regulation, we agree to inform you of such requests as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request. As long as we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as fees and expenses of our counsel, incurred in responding to such requests.



*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. A copy of our peer review is included below as an attachment. In addition, a copy of our most recent peer review report can be obtained online at [www.aicpa.org](http://www.aicpa.org).

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

This engagement includes only those services specifically described in this letter. Costs and time spent in responding to or appearing before judicial proceedings, governmental organizations, or regulatory bodies, whether by request or subpoena, arising out of this engagement will be billed to you separately.

We appreciate the opportunity to be of service to Cameron County Regional Mobility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
BURTON McCUMBER & LONGORIA, LLP



Ben Peña, CPA, CFE, CVA  
Partner

BP/sp

\*\*\*\*\*  
\*\*\*\*\*

RESPONSE:

This letter correctly sets forth the understanding of Cameron County Regional Mobility Authority

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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# GLASS & COMPANY

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CERTIFIED PUBLIC ACCOUNTANTS, P.C.

## **Report on the Firm's System of Quality Control**

June 23, 2017

To the Partners of Burton McCumber & Cortez, LLP  
and the Peer Review Committee of the TSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, LLP (the firm) in effect for the year ended December 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Burton McCumber & Cortez, LLP in effect for the year ended December 31, 2016, has been suitably

Burton McCumber & Cortez, LLP  
June 23, 2017  
Page | 2

**Opinion (Continued)**

designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Burton McCumber & Cortez, LLP has received a peer review rating of *pass*.



GLASS & COMPANY  
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

**2-H      CONSIDERATION AND APPROVAL OF THE FISCAL YEAR 2021 CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY ANNUAL BUDGET.**

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
FINANCIAL BUDGET  
FISCAL YEAR 2021**

**BOARD OF DIRECTORS**

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# **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## **FINANCIAL BUDGET**

**FISCAL YEAR 2021**

Chairman, Directors of the Board and Public Stakeholders:

It is with great pleasure that we present to you the 2020 – 2021 fiscal year budget for the Cameron County Regional Mobility (CCRMA). This budget is prepared in three main operating segments of the CCRMA, Administrative Operations, Toll Operations, and Capital Projects.

When the CCRMA was created in 2004 it had four simple goals to promote safe and effective mobility, improve the quality of life for area residents, create quality economic development, and ensure efficient trade corridors. Today these goals remain the foundation from which the financial planning, staff and project development, and completed transportation projects are driven. The financial budget captures in financial form of how administration is aiming to accomplish these same goals within the upcoming fiscal year.

As the transportation needs of Cameron County and the Rio Grande Valley continue to increase due to population growth and economic development in the region, CCRMA plans to continue coordinating with all stakeholders to ensure these needs will be met. The financial challenges of increasing transportation development costs, labor costs, and engineering costs drive the CCRMA to the highest level of fiscal responsibility and to be innovative in administering all resources entrusted to the authority. Each of the presented sections will have a summarized overview to assist the reader in describing the nature of the budgeted activity.

This document contains revenue and expense estimates for fiscal year beginning October 1, 2020 and ending September 30, 2021. The total adopted combined operating and non-operating revenues are \$9,130,941. Total estimated combined operating and non-operating expenses are \$9,130,941 exclusive of non-cash items such as amortization and depreciation.

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
FINANCIAL BUDGET  
FISCAL YEAR 2021

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- Appendix A – Administrative Budget Summary
- Appendix B – Toll Operations Budget Summary
- Appendix C – Combined Administrative and Toll Summary
- Appendix D – Capital Projects Budget Summary

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# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

FISCAL YEAR 2021

### Administrative Operations

The CCRMA headquarters are located in the town of Rancho Viejo. The headquarters is home to both the administrative offices and the toll operations customer service center and back office operations.

The core of the administrative functions of the CCRMA is the planning and developing of transportation projects; local, regional, national, and international. The administrative staff consists of an executive director, controller, environmental program manager, and support staff. The administrative staff contracts several teams of engineering consultants to oversee and implement the more than \$2 billion system of long-term transportation projects under the CCRMA jurisdiction.

The administrative operations are funded primarily by the \$10.00 vehicle registration fees applied to all non-governmental vehicles in Cameron County. In 2009 the state legislature passed legislation that allowed the Cameron County Commissioners Court to assess an additional \$10 vehicle registration fee for transportation projects. Since then Cameron County has been collecting the fee for the CCRMA.

In addition to the vehicle registration fees, the CCRMA also receives interlocal government revenue for services provided to local governments. The total budgeted revenues for the 2021 fiscal year are approximately \$3.3 million as identified below.

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>			
Vehicle registration fee	\$ 3,250,000	\$ 3,250,000	\$ -
Interlocal revenue	120,000	120,000	-
<b>Total Operating Revenue</b>	<u>\$ 3,370,000</u>	<u>\$ 3,370,000</u>	<u>\$ -</u>

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# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

FISCAL YEAR 2021

Non-Operating revenues consists of Transportation Reinvestment Zone (TRZ) and interest revenue. Funds identified as restricted are used solely according to the contractual terms in which revenues are received. The CCRMA partners with federal agencies, TxDot and local Metropolitan Planning Organizations to administer funds for the development of transportation projects.

<b>Non-Operating Revenue</b>			
Interest revenue	\$ 68,200	\$ 50,000	\$ (18,200)
TRZ Revenue	-	1,311,065	(1,311,065)
<b>Total</b>	<b>\$ 68,200</b>	<b>\$ 1,361,065</b>	<b>\$ (1,329,265)</b>

TRZ funds are restricted solely for the use of developing transportation projects identified within the establishment of the zone as per the interlocal agreement with Cameron County. The existing TRZ has established over 50 single eligible projects than can receive funds from the TRZ for development. The TRZ revenue is identified here for administrative record purposes, with the specific detail of budgeted funds by project can be found in the capital projects budget section of this document.

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# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

FISCAL YEAR 2021

### Administrative Operation Expenses

Administrative expenses consist of operating and non-operating expenses. Most administrative expenses are used for staff directly involved in the development of transportation projects which will be capitalized as a project expense at the end of fiscal year.

The other expenses are related to the support of administrative operations and outlined below.

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Salaries and Benefits</b>			
Salaries	\$ 666,934	\$ 820,027	\$ 153,093
Employee benefits & taxes	179,594	199,179	19,585
<b>Total Salaries and Benefits</b>	<b>846,528</b>	<b>1,019,206</b>	<b>172,678</b>
<b>Administrative and Office Expenses</b>			
Accounting software and services	10,000	2,500	(7,500)
Advertising and marketing	18,500	15,000	(3,500)
Audit services	31,000	31,000	-
Board meetings - supplies	-	2,000	2,000
Computer equipment and accessories	2,000	7,000	5,000
Consulting	265,642	270,600	4,958
Contingency	-	94,164	94,164
Contractual	10,000	2,000	(8,000)
Data processing	10,000	10,000	-
Dues and memberships	20,000	20,000	-
Education and training	10,000	10,000	-
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	2,000	(3,000)
Interest - computer equipment	500	500	-
Interest - line of credit	25,000	25,000	-
Internet/Phones	-	15,000	15,000
Lease - building	48,720	53,520	4,800
Lease - computer equipment	9,500	9,500	-
Lease - copier	4,200	3,735	(465)
Legal expenses	100,000	50,000	(50,000)
Maintenance and repairs	10,000	5,000	(5,000)
Office supplies	15,000	15,000	-
Office furniture	5,000	2,500	(2,500)
Postage	500	500	-
Travel	30,000	25,000	(5,000)
Trustee fees	-	3,600	3,600
Utilities	12,000	12,000	-
Website maintenance	-	1,500	1,500
<b>Total Administrative and Office Expenses</b>	<b>692,562</b>	<b>738,619</b>	<b>46,057</b>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

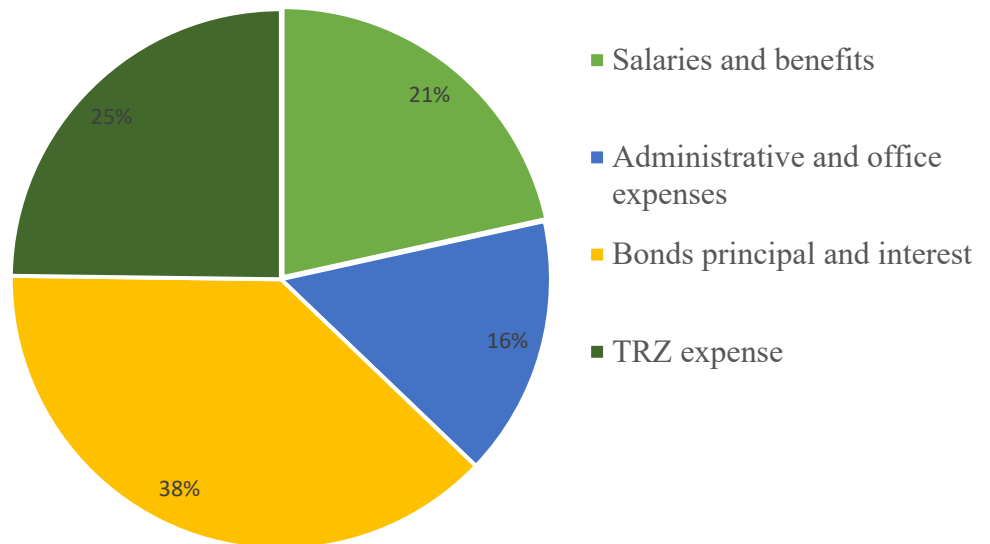
FISCAL YEAR 2021

### Administrative Non-Operating Expenses

In 2010 the CCRMA issued vehicle registration bonds for the construction and development of more than 10 separate projects. The CCRMA has paid down over 20% of the outstanding principal of the bonds since the issuance of the bonds. Total non-operating expenses outlined below.

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Administrative Non-Operating Expenses</b>			
2014 Refunding 2010A Interest	\$ 51,750	\$ 32,175	\$ (19,575)
2014 Refunding 2010A Principal	920,000	940,000	20,000
2017 Refunding 2010A Interest	178,800	178,800	-
2019 Refunding 2010B Interest	649,200	649,200	-
Interlocal expense	99,360	-	(99,360)
TRZ Expense	-	1,173,065	1,173,065
<b>Total Non-Operating Expenses</b>	<b>\$ 1,899,110</b>	<b>\$ 2,973,240</b>	<b>\$ 1,074,130</b>

### 2021 BUDGETED ADMINISTRATIVE OPERATING AND NON-OPERATING EXPENSES



## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### FINANCIAL BUDGET

FISCAL YEAR 2021

## Tolls Operations

The CCRMA began toll operations with the opening of the SH 550 in 2011. Today the operations include a full-service customer service center and transaction processing center for the transactions of the SH550 and the Pharr International Bridge. Overall, the local center processes over 3.5 million transactions and over 16 million in revenue through its entire system including the Pharr International Bridge in which CCRMA provides system's maintenance to the toll collection system. Presented below are the budgeted revenues which is owned by the CCRMA and expected to be received on a cash basis this next fiscal year.

### Toll Operation Revenues

Revenues are most important to the budget process, for without funding there would be no resources to fund the expenses. Revenue estimates are developed by the Controller, assisted by the Executive Director, and consist of a combination of trend analysis, economic forecast, and special conditions.

*CUSIOP Toll Revenue* - Central United States Interoperability (CUSIOP) is a transactional HUB that facilitates U.S. national interoperability standards and transaction processing, reporting and reconciliation for the seven (7) participating agencies in the CUSIOP coalition in Kansas, Oklahoma, and Texas. CUSIOP member agencies include Central Texas Regional Mobility Authority (CTRMA), Fort Bend County Toll Road Authority (FBCTRA), Harris County Toll Road Authority (HCTRA), Kansas Turnpike Authority (KTA), Oklahoma Turnpike Authority (OTA), North Texas Toll Authority (NTTA), and Texas Department of Transportation (TxDOT). The CCRMA accepts the usage of these tolling agencies toll transponders on the SH 550 and therefore collects toll revenue from Agencies in the CUSIOP Hub.

*Toll Process Services* - Toll Processing Services Cameron County Regional Mobility Authority (TPS CCRMA) is the toll payment processor for the CCRMA. TPS CCRMA can assist you with questions related to your usage of SH 550 including Register-by-Plate accounts, Toll Bills and Violations, disputes, exemptions, and management of commercial customers and fleet accounts.

*International Bridge Interoperability* – the CCRMA partners with local government agencies which operate the International Bridges along the Texas and Mexico Border. These agencies issue toll transponders for their bridge customers and the CCRMA has entered into agreements in order to accept the usage of these toll transponders for payment on the SH 550.

## **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

### **FINANCIAL BUDGET**

**FISCAL YEAR 2021**

*Interlocal revenue* - the CCRMA has the unique expertise to assist and partner with local governments for tolling operations to provide services for a toll system implementation, maintenance support and toll collection processing. Partnerships with the City of Pharr and Cameron County have been initiated for CCRMA and its vendors for the design, testing, implementation, and maintenance of the toll collection system including a full-service back office system.

*Pass through agreement*- the CCRMA and the TxDOT entered into an agreement for the pass through of toll payments for the development and operation of the SH550 Direct Connector toll project. This agreement provides for an annual payment of grant revenue for each vehicle mile traveled on the Direct Connector project for each project anniversary year. The minimum and maximum amount of annual payment are \$1,385,000 and \$2,770,000, respectively.

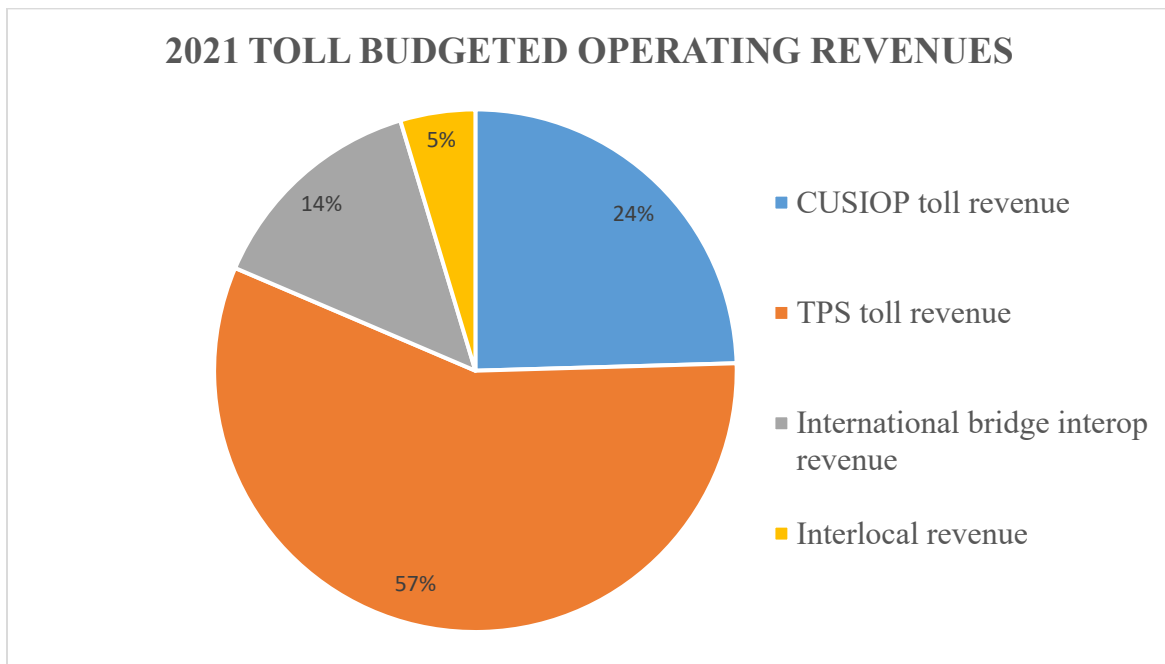
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# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

FISCAL YEAR 2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP toll revenue	\$ 700,000	\$ 740,000	\$ 40,000
TPS toll revenue	1,900,000	1,715,000	(185,000)
International bridge interoperability	525,000	420,000	(105,000)
Interlocal revenue	136,000	139,876	3,876
<b>Total</b>	<b>\$ 3,261,000</b>	<b>\$ 3,014,876</b>	<b>\$ (246,124)</b>
<b>Non-Operating Revenue</b>			
Pass through agreement	\$ 1,385,000	\$ 1,385,000	\$ -
<b>Total</b>	<b>\$ 1,385,000</b>	<b>\$ 1,385,000</b>	<b>\$ -</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

**FINANCIAL BUDGET**

**FISCAL YEAR 2021**

**Toll Operations Expenses**

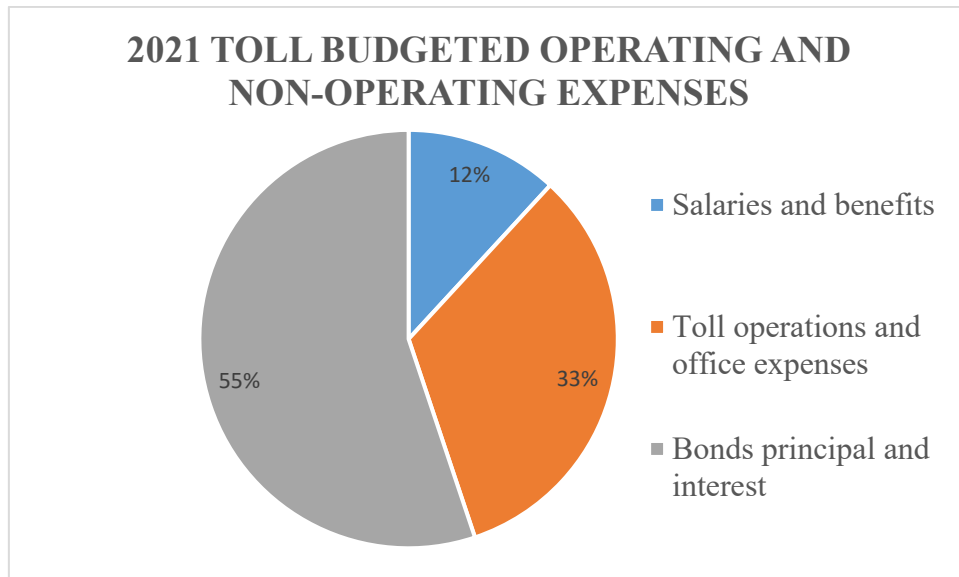
	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Salaries and Benefits</b>			
Salaries	\$ 683,676	\$ 379,984	\$ (303,692)
Employee benefits & taxes	225,401	141,286	(84,115)
<b>Total Salaries and Benefits</b>	<b>909,077</b>	<b>521,270</b>	<b>(387,807)</b>
<b>Toll Operations and Office Expenses</b>			
Advertising and marketing	60,000	60,000	-
Back office system maintenance	260,000	270,000	10,000
Bridge interoperability collection cost	80,000	60,353	(19,647)
Computer equipment and accessories	5,000	5,000	-
Contractual	10,000	1,000	(9,000)
Dues & memberships	7,000	7,000	-
Education and training	10,000	10,000	-
Facility landscaping and maintenance	175,000	124,262	(50,738)
Fiscal agent fees	-	3,200	3,200
HUB interop collection fees	75,000	82,000	7,000
Interest- computer lease	450	450	-
Internet/Phones	-	15,000	15,000
Lease - computer equipment	4,550	4,550	-
Lease - copier	5,650	3,562	(2,088)
Lease - postage equipment	34,350	33,351	(999)
Legal expense	15,000	25,000	10,000
Maintenance & repairs	30,000	20,000	(10,000)
Merchant card services & return payment fees	40,000	60,000	20,000
Office furniture	5,000	1,500	(3,500)
Office supplies	37,000	25,000	(12,000)
Operational support	125,000	50,000	(75,000)
Out of state DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	145,000	180,000	35,000
Property insurance	75,485	79,000	3,515
Rental - maintenance equipment	-	6,000	6,000
Rental - storage	-	2,160	2,160
Shipping charges	-	2,500	2,500
Toll system maintenance and monitoring	200,000	215,000	15,000
Toll equipment	-	30,000	30,000
Travel	12,000	12,000	-
Trustee fees	-	1,800	1,800
Utilities	50,000	36,400	(13,600)
<b>Total Toll Operations and Office Expenses</b>	<b>1,487,985</b>	<b>1,452,588</b>	<b>(35,397)</b>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## FINANCIAL BUDGET

FISCAL YEAR 2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Non-Operating Expenses</b>			
2012 Toll Revenue Bonds Interest	\$ 1,283,000	\$ 32,750	\$ (1,250,250)
2014 CO Toll Revenue Bonds Interest	169,550	169,550	-
2015 CO Toll Revenue Bonds Interest	146,688	146,688	-
2016 Toll Revenue Refunding Bonds Interest	649,700	649,700	-
2020 Toll Revenue Refunding Bonds Interest	-	617,330	617,330
2020 Toll Revenue Refunding Bonds Principal	-	810,000	810,000
<b>Total Non-Operating Expenses</b>	<b>\$ 2,248,938</b>	<b>\$ 2,426,018</b>	<b>\$ 177,080</b>





## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### FINANCIAL BUDGET

FISCAL YEAR 2021

### Capital Projects

The following list of projects are ones in which the CCRMA is planning to provide financial resources in the 2021 fiscal year. These projects are all in different phases of development and CCRMA will continue development and using various teams and resources.

TRZ inflows are restricted for the development of transportation projects identified within the establishment of the zone as per the interlocal agreement with Cameron County. The existing TRZ has established over 50 eligible projects that can receive funds from the TRZ for development.

#### SPI 2<sup>nd</sup> Access

This is the most critical safety Project in Texas. South Padre Island has been recognized as the cleanest beach in Texas. As a result, South Padre Island needs a dependable, safe evacuation facility during Hurricane Season and other emergency situations. With the current Queen Isabella Memorial Causeway, it is estimated that it could take most of the day to evacuate the Island to high ground during Hurricane Season.

This Project consists of three major components: the mainland roadway, the bridge over the Laguna Madre and the island roadway. The route under consideration includes a mainland roadway consisting of a four-lane road, crossing the Laguna Madre with about 8 miles of tolled bridge lanes. The total length of the SPI 2<sup>nd</sup> Access Project is approximately 17.6 miles.

This project was placed on hold on December 2017 by Txdot. This Project remains in the environmental phase in accordance with the National Environment Policy Act (NEPA). The CCRMA has advanced the following critical environmental processes:

- Management and coordination with weekly teleconferences, district, TxDOT Environmental Division, General Engineering Consultant.
- Executive Committee meeting coordination (FHWA, ENV, District, and CCRMA)
- Final Environment Impact Statement – U.S. Coast Guard 50% Review Complete
- Biological Assessment/Terrestrial – 95% Complete
- Completion of Sea Grass Pilot Study – Completed June 2019
- SPI Dune Delineation aerial and LIDAR data plan – 90% complete
- Re-evaluation of overall mitigation plan and alternatives

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### FINANCIAL BUDGET

FISCAL YEAR 2021

Preliminary engineering and project finance activities also made significant progress these past years.

- Preliminary Schematic design – 100% complete
- LIDAR survey and Aerial imaging – preliminary 100% complete
- Preliminary Right of Way Mapping – 100% complete
- Preliminary Utility identification and location mapping – 100% complete
- Subsurface Geotechnical Investigation and Report – 100% complete
- Preliminary Drainage and Hydrology Report updated – 100% complete
- Draft financial planning – 75% complete
- T&R and Project Feasibility reports – 75% complete
- Draft Procurement Timelines developed – 100% complete
- Industry review and one-on-one meetings – 100% complete
- Value Engineering Study and final recommendations– 100% complete

Unfortunately, in December 2017, TxDOT changed their policy on toll roads and placed this project on hold. We have no indication from TxDOT if the CCRMA will be able to proceed developing the project as a tolled bridge. Up to now, the CCRMA has used TxDOT funds to develop the environmental phase. Because of the lapse in time, the CCRMA will have to update most of the studies and design work listed above. This project now lies inside the boundaries of the RGVMPPO and thus, additional funding opportunities will be available in the future.

#### Outer Parkway

The Outer Parkway would provide a new east-west travel route in northeastern Cameron County. It would extend from I-69E to FM 106 in the vicinity of FM 1847. Currently proposed, the Outer Parkway would be controlled access and tolled. Although construction may be phased, the ultimate facility would consist of two lanes in each direction, separated by a wide center median reserved for future transportation use. Similar to the SPI 2<sup>nd</sup> Access project when TxDOT changed their policy on toll roads and this project was placed on hold. We have no indication from TxDOT if the CCRMA will be able to proceed developing the project as a tolled facility. Up to now, the CCRMA has used TxDOT funds to develop the environmental phase. This project now lies inside the boundaries of the RGVMPPO and thus, additional funding opportunities will be available in the future.

#### FM 1925

This is a Joint Project in which CCRMA, HCRMA, and TxDOT have agreed to develop the environmental document and preliminary engineering together. A needs assessment for this Project was completed by TxDOT in March 2015 resulting with it being a desirable project initiating as a Super 2 Highway by the year 2020 with future expansion to a four-lane freeway by 2035. Traffic demand will ultimately dictate future expansion.

## **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

### **FINANCIAL BUDGET**

**FISCAL YEAR 2021**

#### SH 550 GAP II

The SH 550 is a controlled access facility that connects SH 48 and the Port of Brownsville to I-69E in Brownsville, TX. The ultimate configuration of the Project consists of five segments. Four segments have been completed. The first segment over 1847 was opened in 2011, the second segment connecting the Port of Brownsville in 2013, and the third connecting to I-69E opened in July 2015, the fourth connecting I-69E to Paredes Line was completed August 2018. The only segment left to complete is known as the GAP II segment. SH550 is also known as Interstate I-169 and segments 1,3 and 4 have already been signed as I-169. The CCRMA has begun revising the design plans in and preparing construction plans for a letting in 2021. Project is funded through CAT 7 funds at the RGVMPPO.

#### East Loop

East Loop Corridor provides a direct corridor to the Port of Brownville from the Veterans International Bridge, which exports and imports over 6 million metric tons of steel, petroleum, machinery, ores and other international trade exports to our Mexico partners. Existing truck route and over-weight corridor on International Boulevard passes through 5 school zones. The East Loop Corridor will eliminate a total of 23 conflicts existing between the Veterans bridge and the Port of Brownsville including these school zones.

Eliminating 18 stops and 5 school zone crossings will significantly improve air quality and the quality of life in the Southmost area of Brownsville. Creating the East Loop Corridor for trucks from Mexico/Veterans International Bridge at Los Tomates to the Port of Brownsville will reduce congestion on I69E/SH 48 as well as reduce the time of travel on all roadways in the Corridor.

Progress on the environmental phase continued steady as we had been coordinating the various phases and stakeholders of the Environmental Assessment. This phase did arrive at a significant change in 2016 called upon by TxDOT Environmental Division where now two segments of the Project were to be combined into one Environmental Assessment document. This new change required by TxDOT Environmental Division not only requires the combining of the two documents but includes the addition of a new portion connecting SH 4 to the Port of Brownsville known as the South Port Connector. The CCRMA has partnered with the Port of Brownsville to accelerate the development of the South Port Connector and is currently under construction. This project was included in the 2021 UTP. A land swap with the U.S.F.W.S. is underway and we expect a final exchange this fiscal year. This project is progressing rapidly through the environmental phase.

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### FINANCIAL BUDGET

FISCAL YEAR 2021

#### FM 509

FM 509 is a new road location project located in the Harlingen area that would extend the existing FM 509 between FM 508 and FM 1599. The CCRMA will begin the environmental and preliminary engineering phase of this project in FY2021. The new segment would eventually connect with Outer Parkway. The project is fully funded for construction in the 2021 UTP.

#### **Interlocal Agreement Projects**

##### *Cameron County*

#### Veterans POV Expansion Project

The CCRMA has completed the Plans, Specifications, and Estimates for the expansion of the Customs and Border Protection (CBP) primary passenger lanes of the Veterans International Bridge. CCRMA has also secured CAT 7 funding towards the construction of this project. CCRMA provides direct resources of staff through in-kind services to the management and project oversight. All consultant costs are funded through an interlocal agreement with Cameron County. CCRMA will assist Cameron County in negotiating a final Donation Acceptance Agreement. Project will let in 2021.

#### Old Alice Road

The Old Alice road project is the expansion of the existing road from Hwy 100 to Sports Park Boulevard. The CCRMA provides direct resources of staff through in-kind services to the environmental document preparation and project oversight. The CCRMA is providing the Plans, Specifications, and Estimates for the development of the project through a partnership with Cameron County and City of Brownsville. This project is fully funded through CAT 7 funds from the RGVMPPO. Project has held a public meeting and should be letting in 2021.

#### West Rail Trail

The West Rail Trail Project is a hike and bike trail project that will develop in a portion of the former Union Pacific rail right of way. The CCRMA has begun the environmental document and documentation process, along with the preliminary engineering in FY 2020. 90 % schematics are available. Currently coordinating an alignment with UPRR to tie into I 69E and the new pedestrian bridge. Some funding is available through the RGVMPPO utilizing CAT 7 funding. Project should let in 2021.

#### West Blvd. (Road)

The West Blvd. Project is the road component project that will develop in a portion of the former Union Pacific rail right of way. The CCRMA has begun the environmental document and documentation process, along with the preliminary engineering in FY 2020. 90 % schematics are complete. Some funding will become available through CAT 12 funding from Txdot. Project should let in 2021.

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### FINANCIAL BUDGET

FISCAL YEAR 2021

#### Flor de Mayo

The Flor de Mayo International Bridge is a project in the early development phase and CCRMA will be providing in kind services to prepare project for planning and coordination, and funding with local MPO and TxDOT. A feasibility study was completed for the project in March of 2019. This project would help the growing demand of international travel and reduce future vehicle congestion as well as promote investments in the food and industrial sector of the border area.

#### *City of Brownsville*

##### Morrison Road

New roadway from 1847 to FM 511 in Brownsville. Project requires the preliminary engineering tasks in order to complete an environmental document. The CCRMA provides direct resources of staff through in-kind services to the completion of the environmental document. All consultant costs are funded through CAT 7 funds from the RGVMPPO. An interlocal agreement with the City of Brownsville requires the City to fund the local match required by the CAT 7 funds.

#### *City of Los Fresnos*

##### Whipple Road

This project involves the expansion of the existing road in Los Fresnos. The CCRMA provides direct resources of staff through in-kind services to the completion of the environmental document. All consultant costs are funded through CAT 7 funds from the RGVMPPO and an interlocal agreement with the City of Los Fresnos requires the City to fund the local match required by the CAT 7 funds.

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

FINANCIAL BUDGET

FISCAL YEAR 2021

Enclosed Attachments

Appendix A – Administrative Budgeted Summary

Appendix B – Toll Operations Budgeted Summary

Appendix C – Combined Administrative and Tolls

Appendix D - Capital Projects Budget Summary

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Appendix A - Administrative Operations  
Budget Summary FY2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>			
Vehicle registration fee	\$ 3,250,000	\$ 3,250,000	\$ -
Interlocal revenue	120,000	120,000	-
<b>Total Operating Revenue</b>	3,370,000	3,370,000	-
<b>Salaries and Benefits</b>			
Salaries	666,934	820,027	153,093
Employee benefits & taxes	179,594	199,179	19,585
<b>Total Salaries and Benefits</b>	846,528	1,019,206	172,678
<b>Administrative and Office Expenses</b>			
Accounting software and services	10,000	2,500	(7,500)
Advertising and marketing	18,500	15,000	(3,500)
Audit services	31,000	31,000	-
Board meetings - supplies	-	2,000	2,000
Computer equipment and accessories	2,000	7,000	5,000
Consulting	265,642	270,600	4,958
Contingency	-	94,164	94,164
Contractual	10,000	2,000	(8,000)
Data processing	10,000	10,000	-
Dues and memberships	20,000	20,000	-
Education and training	10,000	10,000	-
Fiscal agent fees	50,000	50,000	-
Insurance and surety bonds	5,000	2,000	(3,000)
Interest - computer lease	500	500	-
Interest - line of credit	25,000	25,000	-
Internet/Phones	-	15,000	15,000
Lease - building	48,720	53,520	4,800
Lease - computer equipment	9,500	9,500	-
Lease - copier	4,200	3,735	(465)
Legal expenses	100,000	50,000	(50,000)
Maintenance and repairs	10,000	5,000	(5,000)
Office furniture	5,000	2,500	(2,500)
Office supplies	15,000	15,000	-
Postage	500	500	-
Travel	30,000	25,000	(5,000)
Trustee fees	-	3,600	3,600
Utilities	12,000	12,000	-
Website maintenance	-	1,500	1,500
<b>Total Administrative and Office Expenses</b>	692,562	738,619	46,057
<b>Total Operating Expenses</b>	1,539,090	1,757,825	218,735
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	1,830,910	1,612,175	(218,735)
<b>Non-Operating Revenue/(Expenses)</b>			
Interest revenue	68,200	50,000	(18,200)
Interlocal expense	(99,360)	-	99,360
2014 Refunding 2010A Interest	(51,750)	(32,175)	19,575
2014 Refunding 2010A Principal	(920,000)	(940,000)	(20,000)
2017 Refunding 2010A Interest	(178,800)	(178,800)	-
2019 Refunding 2010B Interest	(649,200)	(649,200)	-
TRZ Revenue	-	1,311,065	1,311,065
TRZ Expense	-	(1,173,065)	(1,173,065)
<b>Total Non-Operating Revenue / (Expenses)</b>	(1,830,910)	(1,612,175)	218,735
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	\$ -	\$ -	\$ -

Appendix B - Toll Operations  
Budget Summary FY 2021

	Budget 2020	Budget 2021	Increase/(Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP toll revenue	\$ 700,000	\$ 740,000	\$ 40,000
TPS toll revenue	1,900,000	1,715,000	(185,000)
International bridge interop revenue	525,000	420,000	(105,000)
Interlocal revenue	136,000	139,876	3,876
<b>Total Toll Operating Revenue</b>	<b>3,261,000</b>	<b>3,014,876</b>	<b>(246,124)</b>
<b>Salaries and Benefits</b>			
Salaries	683,676	379,984	(303,692)
Employee benefits & taxes	225,401	141,286	(84,115)
<b>Total Salaries and Benefits</b>	<b>909,077</b>	<b>521,270</b>	<b>(387,807)</b>
<b>Toll Operations and Office Expenses</b>			
Advertising and marketing	60,000	60,000	-
Back office system maintenance	260,000	270,000	10,000
Bridge interoperability collection cost	80,000	60,353	(19,647)
Computer equipment and accessories	5,000	5,000	-
Contractual	10,000	1,000	(9,000)
Dues & memberships	7,000	7,000	-
Education and training	10,000	10,000	-
Facility landscaping and maintenance	175,000	124,262	(50,738)
Fiscal agent fees	-	3,200	3,200
HUB interop collection fees	75,000	82,000	7,000
Interest - computer lease	450	450	-
Internet/ Phones	-	15,000	15,000
Lease - computer equipment	4,550	4,550	-
Lease - copier	5,650	3,562	(2,088)
Lease - postage equipment	34,350	33,351	(999)
Legal expense	15,000	25,000	10,000
Maintenance & repairs	30,000	20,000	(10,000)
Merchant card services & return payment fees	40,000	60,000	20,000
Office furniture	5,000	1,500	(3,500)
Office supplies	37,000	25,000	(12,000)
Operational support	125,000	50,000	(75,000)
Out of state DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	145,000	180,000	35,000
Property insurance	75,485	79,000	3,515
Rental - maintenance equipment	-	6,000	6,000
Rental - storage unit	-	2,160	2,160
Shipping charges	-	2,500	2,500
Toll system maintenance and monitoring	200,000	215,000	15,000
Toll equipment	-	30,000	30,000
Travel	12,000	12,000	-
Trustee fees	-	1,800	1,800
Utilities	50,000	36,400	(13,600)
<b>Total Toll Operations and Office Expenses</b>	<b>1,487,985</b>	<b>1,452,588</b>	<b>(35,397)</b>
<b>Total Operating Expenses</b>	<b>2,397,062</b>	<b>1,973,858</b>	<b>(423,204)</b>
<b>Net Increase (Decrease) before Non -Operating Revenue/(Expenses)</b>	<b>863,938</b>	<b>1,041,018</b>	<b>177,080</b>
<b>Non-Operating Revenue/ (Expenses)</b>			
Pass through agreement	1,385,000	1,385,000	-
2012 Toll Revenue Bonds Interest	(1,283,000)	(32,750)	1,250,250
2014 CO Toll Revenue Bonds Interest	(169,550)	(169,550)	-
2015 CO Toll Revenue Bonds Interest	(146,688)	(146,688)	-
2016 Toll Refund Bonds Interest	(649,700)	(649,700)	-
2020 Toll Refund Bonds Interest	-	(617,330)	(617,330)
2020 Toll Refund Bonds Principal	-	(810,000)	(810,000)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(863,938)</b>	<b>(1,041,018)</b>	<b>(177,080)</b>
<b>Net Increase (Decrease) after Non -Operating Revenue/(Expenses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



Appendix C - Combined Toll and Administrative  
Budget Summary FY 2021

	Budget 2020	Budget 2021	Increase/ (Decrease) in Dollars
<b>Toll Operating Revenue</b>			
CUSIOP toll revenue	\$ 700,000	\$ 740,000	\$ 40,000
TPS toll revenue	1,900,000	1,715,000	(185,000)
Bridge interoperability	525,000	420,000	(105,000)
Interlocal revenue	256,000	259,876	3,876
Vehicle registration fee	3,250,000	3,250,000	-
<b>Total Operating Revenue</b>	<b>6,631,000</b>	<b>6,384,876</b>	<b>(246,124)</b>
<b>Salaries and Benefits</b>			
Salaries	1,350,610	1,200,011	(150,599)
Employee benefits & taxes	404,995	340,465	(64,530)
<b>Total Salaries and Benefits</b>	<b>1,755,605</b>	<b>1,540,476</b>	<b>(215,129)</b>
<b>Operations and Office Expenses</b>			
Accounting software and services	10,000	2,500	(7,500)
Advertising and marketing	78,500	75,000	(3,500)
Audit services	31,000	31,000	-
Back office system maintenance	260,000	270,000	10,000
Board meeting - supplies	-	2,000	2,000
Bridge interoperability collection cost	80,000	60,353	(19,647)
Computer equipment and accessories	7,000	12,000	5,000
Consulting	265,642	270,600	4,958
Contingency	-	94,164	94,164
Contractual	20,000	3,000	(17,000)
Data processing	10,000	10,000	-
Dues & memberships	27,000	27,000	-
Education and training	20,000	20,000	-
Facility landscaping and maintenance	175,000	124,262	(50,738)
Fiscal agent fees	50,000	53,200	3,200
HUB interop collection fees	75,000	82,000	7,000
Insurance and surety bonds	5,000	2,000	(3,000)
Interest - computer lease	950	950	-
Interest - line of credit	25,000	25,000	-
Internet/Phones	-	30,000	30,000
Lease - building	48,720	53,520	4,800
Lease computer equipment	14,050	14,050	-
Lease - copier	9,850	7,297	(2,553)
Lease - postage equipment	34,350	33,351	(999)
Legal expense	115,000	75,000	(40,000)
Maintenance & repairs	40,000	25,000	(15,000)
Merchant card services & return payment fees	40,000	60,000	20,000
Office furniture	10,000	4,000	(6,000)
Office supplies	52,000	40,000	(12,000)
Operational support	125,000	50,000	(75,000)
Out of State DMV	18,500	18,500	-
PBM court collections	8,000	8,000	-
Postage	145,500	180,500	35,000
Property insurance	75,485	79,000	3,515
Rental - maintenance equipment	-	6,000	6,000
Rental - storage unit	-	2,160	2,160
Shipping charges	-	2,500	2,500
Toll system maintenance and monitoring	200,000	215,000	15,000
Toll equipment	-	30,000	30,000
Travel	42,000	37,000	(5,000)
Trustee fees	-	5,400	5,400
Utilities	62,000	48,400	(13,600)
Website maintenance	-	1,500	1,500
<b>Total Operations and Office Expenses</b>	<b>2,180,547</b>	<b>2,191,207</b>	<b>10,660</b>
<b>Total Operating Expenses</b>	<b>3,936,152</b>	<b>3,731,683</b>	<b>(204,469)</b>

Appendix C - Combined Toll and Administrative  
Budget Summary FY 2021

<b>Net Increase before Non -Operating Revenue/(Expenses)</b>	2,694,848	2,653,193	(41,655)
<b>Non-Operating Revenue/ (Expenses)</b>			
Interest revenue	68,200	50,000	(18,200)
Interlocal expense	(99,360)	-	99,360
Pass through agreement	1,385,000	1,385,000	-
2014 Refunding 2010A Interest	(51,750)	(32,175)	19,575
2014 Refunding 2010A Principal	(920,000)	(940,000)	(20,000)
2017 Refunding 2010A Interest	(178,800)	(178,800)	-
2019 Refunding 2010B Interest	(649,200)	(649,200)	-
2012 Toll Revenue Bonds Interest	(1,283,000)	(32,750)	1,250,250
2014 CO Toll Revenue Bonds Interest	(169,550)	(169,550)	-
2015 CO Toll Revenue Bonds Interest	(146,688)	(146,688)	-
2016 Toll Refund Bonds Interest	(649,700)	(649,700)	-
2020 Toll Refunding Bond Interest	-	(617,330)	(617,330)
2020 Toll Refunding Bond Principal	-	(810,000)	(810,000)
TRZ Revenue	-	1,311,065	1,311,065
TRZ Expense	-	(1,173,065)	(1,173,065)
<b>Total Non-Operating Revenue / (Expenses)</b>	<b>(2,694,848)</b>	<b>(2,653,193)</b>	<b>41,655</b>
<b>Net Increase after Non -Operating Revenue/(Expenses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

## Appendix D - Capital Projects Budget Summary FY 2021

	Federal/State Funding	Local Government Funding	CCRMA TRZ Funding	CCRMA Direct Admin
	2021	2021	2021	2021
<b>Capital Projects</b>				
SH 550 GAP II**	\$ 17,000,000	\$ 3,000,000	\$ 100,000	\$ 50,000
East Loop**	4,000,000	250,000	250,000	125,000
FM 509**	500,000	100,000	100,000	25,000
Veterans Bridge POV Expansion **	14,600,000	850,000	-	50,000
West Rail Trail	7,500,000	1,500,000	25,000	25,000
West Boulevard Road	6,500,000	500,000	25,000	25,000
Old Alice Road**	16,650,000	780,000	-	75,000
Morrison Road**	350,000	-	-	25,000
Whipple Road**	300,000	-	-	25,000
Flor de Mayo	-	250,000	-	25,000
	<u>\$ 67,400,000</u>	<u>\$ 7,230,000</u>	<u>\$ 500,000</u>	<u>\$ 450,000</u>

\*Financial Assistance Agreement with TxDOT

\*\* Approved Advance Funding Agreement (Federal/State )

<b>Transportation Reinvestment Zone (TRZ)</b>	<b>Budget 2021</b>
TRZ Restricted Revenue	\$ 1,311,065

**2-I     DISCUSSION REGARDING THE STATUS OF THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY PROJECTS.**

**2-J      CONSIDERATION AND APPROVAL TO SUBMIT A GRANT APPLICATION  
FOR TASA FUNDING FOR THE WEST RAIL TRAIL PROJECT.**

**2-K     CONSIDERATION AND APPROVAL OF AMENDMENT NUMBER ONE OF AN  
INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING EAST LOOP PROJECT.**

STATE OF TEXAS            )  
   )  
 CAMERON COUNTY         )

### **AMENDED INTERLOCAL COOPERATION AGREEMENT**

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

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

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

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

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

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

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

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

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to continue with the environmental document and negotiations with IBWC Levee River Cross Sections and USFWS as well as other coordination with Txdot as well as surveying, mapping and other coordination required by Txdot.
2. **PROJECT TO BE COMPLETED:** To complete the environmental document and coordinate issues with Txdot.
3. **CCRMA HEREBY AGREES TO:**
  - a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies, including IBWC and USFWS on any issues arising during the environmental phase, design and

engineering and right of way acquisition phase, including but not limited to coordination for the Levee River Cross Sections..

- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT the environmental clearance of the project.

4. COUNTY HEREBY AGREES TO:

- a. To provide funding in the amount of \$200,921.59.
- 5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
  - 6. Any payment made by either party will be made from current revenues of the paying party. The funds for the above mentioned work will be provided by Cameron County bond proceeds. The CCRMA and COUNTY hereby find that the foregoing goods and services and government functions are reasonably required for the East Loop Project.
  - 7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. The Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed or a 30 day termination notice is given by either COUNTY and CCRMA.
  - 8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
  - 9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Attested by: \_\_\_\_\_  
Sylvia Garza-Perez  
County Clerk

\_\_\_\_\_  
Eddie Trevino, Jr.  
County Judge

\_\_\_\_\_  
Arturo A. Nelson  
Secretary

\_\_\_\_\_  
Frank Parker, Jr.  
CCRMA Chairman



**2-L    CONSIDERATION AND APPROVAL OF AMENDMENT NUMBER ONE TO GENERAL  
CONSULTING CIVIL ENGINEERING SERVICES BETWEEN S&B  
INFRASTRUCTURE, LTD., AND THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY.**

**FIRST AMENDMENT TO  
AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES  
BETWEEN  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND  
S&B INFRASTRUCTURE, LTD.**

This First Amendment to that certain “Agreement for General Consulting and Civil Engineering Services” dated May 10, 2018 (the “Contract”) between Cameron County Regional Mobility Authority (the “Authority”) and S&B Infrastructure, LTD. (“GEC”) is made for the purpose of amending Section 4(a) of the Contract effective as of September 17, 2020.

Pursuant to action of the Authority’s Board of Directors the Contract is amended and otherwise continued in full force and effect, as follows:

1. Section 4(a) of the Contract is hereby amended in its entirety to state, as follows:
  - a. **MAXIMUM CONTRACT AMOUNT.** The maximum amount that may be awarded under this Contract is \$12,000,000. This amount may be changed through an executed amendment to the Contract.
2. All prior awards under this Contract are hereby ratified.
3. This amendment shall be effective as of September 17, 2020.
4. All other provisions are unchanged and remain in full force and effect.

By their signatures below, the parties to the Agreement evidence their agreement to this First Amendment.

**CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY**

**S&B INFRASTRUCTURE, LTD.**

By: \_\_\_\_\_  
 Name: Frank Parker, Jr.  
 Title: RMA Chairman  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: Daniel O. Rios, P.E.  
 Title: President  
 Date: \_\_\_\_\_

**2-M    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 22 WITH S&B  
INFRASTRUCTURE FOR PROVIDING ENGINEERING SERVICES REQUIRED FOR  
GEOTECHNICAL STUDIES & UTILITY COORDINATION FOR EAST LOOP.**

## WORK AUTHORIZATION NO. 22

This Work Authorization 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 (the “Authority”) and S&B Infrastructure, Ltd. (the “GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing Geotechnical and Utility Engineering Services required to support the Plans, Specifications and Estimates (PS&E) services for the proposed roadway project as identified as East Loop from Interstate 69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 along with levee relocation – Project Roadway Length = 11.4 Miles, Project Levee Length = 1.7 Miles.***

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

### Section B. - Schedule

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

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Engineer the amount not to exceed \$1,697,810.51, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

### Section D. - Authority’s Responsibilities

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

### Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

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

**S&B INFRASTRUCTURE, LTD.**

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

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

**LIST OF EXHIBITS**

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

## **EXHIBIT A**

### **Authority's Responsibilities**

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

#### **GENERAL**

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

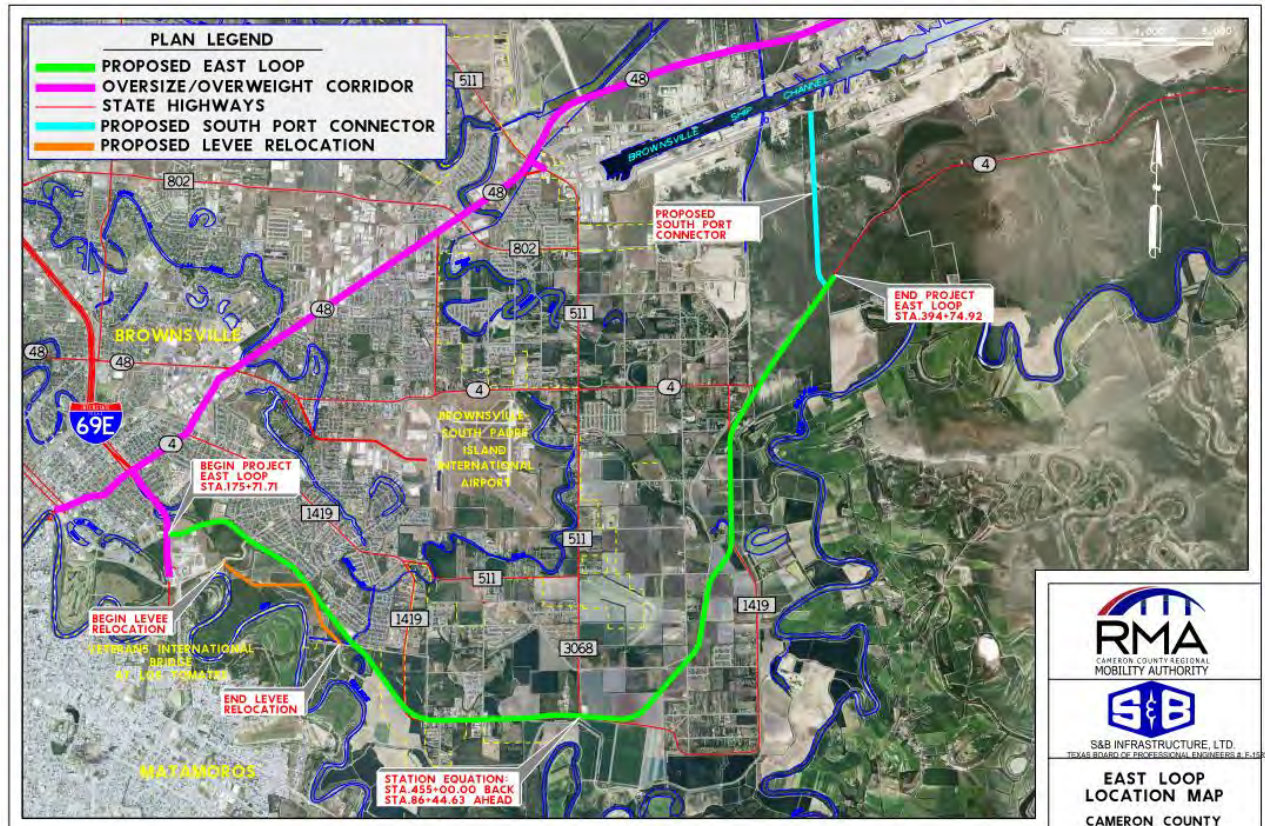
- (1) Provide **Engineer** with a Notice to Proceed.
- (2) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State**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

## EXHIBIT "B"

### Services to be Provided by the Engineer

### GENERAL

The work to be performed by the **Engineer** under this contract consists of providing **Geotechnical and Utility engineering services** required to support the Plans, Specifications and Estimates (PS&E) services for the proposed roadway project as identified in Contract as **East Loop from Interstate 69E to 1.57 Miles East of the intersection of SH 4 and FM 1419 along with levee relocation -- Project Roadway Length = 11.4 Miles Project Levee Length 1.7 Miles.**



It shall be the responsibility of the **Engineer** to secure permission to enter private property for the purpose of performing any surveying, environmental and engineering/geotechnical activities. In pursuance of the **State/Authority's** policy with the general public, the **Engineer** shall not commit acts which will result in damages to private property and the **Engineer** will make every effort to comply with the wishes and address the concerns of private property owners. The **Engineer will**, at all times, contact the property owner prior to any entry onto the owner's property.

The **Engineer** shall coordinate with adjacent Engineers on all controls at interfaces. In the event agreement cannot be reached, each **Engineer** shall meet jointly with the **State/Authority** for resolution. The **State/Authority** shall have authority over the Engineers' disagreements and its decision shall be final.

The **Engineer** shall perform their work in accordance with the **State's** Utility Accommodation Policy. The **Engineer** shall prepare drawings early in the design phase (30 %) to be used as exhibits in utility agreements. The exhibits shall be prepared using English units. The **Engineer** shall show existing utilities, including those in conflict with construction on this project. The **Engineer** shall prepare plans to avoid utility adjustments, where feasible. The **Engineer** shall be responsible for sending out notices, with copies of exhibits and plans, including all milestone submittals.

The **Engineer** shall compile, maintain and update a Utility Conflict List. The **Engineer** shall provide the most current copy of the conflict list to the **State/Authority** at each milestone submittal and shall be responsible for coordination with utility companies to resolve conflicts. The Utility Conflict List shall identify the owner of the facility, the contact person (with address and telephone number), location of conflict (station and offset), type of facility, expected clearance date and type of adjustment necessary.

The **Engineer** shall prepare any exhibits necessary for IBWC, CBP and/or Utility approvals, and other governmental/regulatory agencies, specific to the project.

The **Engineer** shall coordinate through the **Authority's** Project Manager for the development of the PS&E with any local entity having jurisdiction or interest in the project (e.g. city, county, municipal utility district, irrigation district, drainage district, etc.)

The **Engineer** shall make every effort to prevent utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and/or Right-of-Entry, the **Engineer** shall notify the **State/Authority** in writing of the need and justification for such action. The **Engineer** shall identify and coordinate with all utility companies for relocations required.

The **Engineer** may be required to meet with the **Authority's** Project Manager to report on progress. After each meeting with the **State** and any other meeting, the **Engineer** shall prepare meeting minutes, solicit and incorporate participants' comments, distribute the minutes, submit a memorandum summarizing the events, including an ACTION ITEM LIST, within five (5) working days of the meeting.

The **Engineer** shall invoice monthly according to Function Code breakdowns in accordance with the format provided at the Kick-off meeting and shall include Form 132 version 9-90. This invoice shall include a completed Form 132, a written progress report, a Projected vs. Actual Contract Invoices by Month form and a bar chart indicating the percentage of completion of each task shown in Attachment E. The written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered, and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

All documents submitted to the **State/Authority** shall be accompanied by a letter of transmittal which shall include, but need not be limited to, the highway number, project limits, county, CSJ, and contract number.

The **Engineer** shall designate one Texas Registered Professional **Engineer** to be responsible throughout the project for project management and all communications, including billing, with the **State/Authority**. The **State/Authority** must approve any replacement to the **Engineer's** designated Project Manager.



The **Engineer** shall prepare and execute contracts with sub-consultants, monitor sub-consultant activities (staff and schedule), and review and recommend approval of sub-consultant invoices.

The **Engineer** shall implement their Quality Assurance/Quality Control program prior to submitting plans to the **State/Authority** for each of the milestones. The **Engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **State/Authority** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

- (1) All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
- (2) Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
- (3) Revisions of original tracings to the extent required for a field change due to design errors and/or omissions.

An evaluation of the **Engineer's** performance, professionalism, quality of plan preparation, etc. will be performed annually by the **State/Authority**.

## **WORK OUTLINE**

### **ROUTE AND DESIGN STUDIES** (Function Code 110)

**Geotechnical Borings.** The **Engineer** shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls/sound walls, and slope stability and along storm sewer alignment. The **State/Authority** will review and provide recommendation for a boring layout submitted by the **Engineer** showing the general location and depths of the proposed borings. Once the **Engineer** receives the **State/Authority's** recommendations they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with Pharr District's procedures. The **Engineer** shall prepare a geotechnical report to include soil boring locations, soil boring logs, signed, sealed and dated for insertion into plans, lab test results, design capacity curves including skin friction and point bearings for piling and drilled shaft foundations.

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

1. The following is a list of proposed borings for the project:

Bridge Borings (@ Canal):

2 Holes @ 80' depth

Bridge/Embank Borings (@ SH 4):

9 Holes @ 100' depth

Levee Borings:

26 Holes @ 65' depth

Roadway Pavement Borings\*\*\*:

62 Holes @ 15' depth

(\*1000 ft increments)

Noise Wall Borings:  
10 Holes @ 65' depth

Large Sign Borings:  
6 Holes @ 20' depth

Total 115 Borings  
Total Linear Footage – 4450 linear feet of borings

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

#### **RIGHT-OF-WAY DATA** (Function Code 130)

- A. **Utility Adjustments.** The **Engineer** shall coordinate with the **State/Authority** to determine the location of all existing and proposed utilities and attend meetings with the various utility companies to discuss potential conflicts. The **Engineer** shall be responsible for covering milestone meetings, minutes, invitations to utility companies to attend milestone meetings, correspondence, etc.
- B. **Proposed Utility Layouts, Utility Coordination and Meetings**

The **Engineer** shall perform the following duties:

1. Meet with Utility providers periodically to coordinate the work efforts and resolve any utility related problems. The **Engineer** shall prepare the minutes for these meetings and forward them to the **State/Authority**. The **Engineer** shall address the following issues and any other items deemed necessary during the Utility Coordination meetings:
  - a) Activities completed since last meeting
  - b) Problems encountered.
  - c) Late activities.
  - d) Activities required by the next progress meeting.
  - e) Solutions for unresolved and/or anticipated problems.
  - f) Information or items required from other agencies/consultants.
2. If a reimbursable utility relocation exists, request conveyance documents from the utility provider and notify the **State/Authority** in writing.
3. Notify the Utility companies in writing of the project letting date, requesting that they relocate prior to letting, and requesting the following information in writing:
  - a) Relocation plan according to Utility Accommodation Policy Manual.
  - b) Forward their relocation plan to the **Engineer**.
  - c) When relocation of utilities will be complete.
  - d) Forward as-built plans to the **State/Authority** upon immediate completion of relocation.
4. Develop the typical sections, alignment, and preliminary cross sections addressing the utility location and forward to the respective utility company.
5. Update all files and plans based on the utility company responses.
6. Identify all utility conflicts on the plans and prepare layouts and profiles of existing utility crossings showing conflicts of utilities with proposed improvements. The **Engineer** shall forward these layouts to the **State/Authority** and the utility companies. During design process, the **Engineer** shall field verify all visible utility conflicts.
7. Verify the proposed relocation plan submitted by the Utility companies to assure their design is according to Utility Accommodation Policy Manual. Upon the **Engineer's** review and concurrence with the proposed relocation plan, they shall forward their recommendation for approval to the **State/Authority**.
8. Gather all vertical and horizontal information for overhead utilities (location, elevation, direction, etc.) within the existing and proposed right of way that will not be obtained by Subsurface Utility Engineering (SUE).

In order to promote uniformity in the coordination of utility adjustments and to minimize construction delays, the following procedures must be followed on every design project:

- Notify the Authority of the upcoming utility meeting as soon as the date is known
- Identify all utilities within the project limits
- Have a utility kick off meeting and introduce the project
- Identify any utilities that hold a compensable interest and may be reimbursable
- Notify the **State/Authority** if any compensable utilities have been identified
- Start a utility file folder for each utility identified within project corridor
- Carbon copy all correspondence and project notes to the **State/Authority**
- Advise Utility Companies as soon as possible in order for them to budget for the anticipated adjustments

**At the 30% PS&E Stage, the Engineer shall:**

- Make available all horizontal and vertical data and plan sheets for markups to utility companies.
- Coordinate with utility companies to commence obtaining positive ties by test holing and placing PVC on existing utilities within project limits
- Coordinate with utility companies to obtain accurate location data showing horizontal and vertical information within thirty (30) days of utility coordination meeting
- Obtain positive ties (Station, offset & elevation) on any compensable utilities that have been identified

**At the 60% PS&E Stage the Engineer shall:**

- Conduct a utility follow up meeting for exchange of information
- Analyze all horizontal and vertical utility information available.
- Explore the possibility of designing around existing utilities in order to avoid conflicts
- Ensure that the utility company has thirty days (30) after receipt of substantially complete storm drain design to provide a relocation plan of adjustment with utilities schedule of work and estimated start date
- Establish priorities for any remaining / outstanding utility such as conflicts with outfalls

**At 90% PS&E Stage the Engineer shall:**

- Conduct the final Utility Meeting
- Provide plan sheets to utility companies and any other information that may be required in assisting with adjustments
- Establish a schedule for utility adjustment start and completion dates
- Submit notification letter from TxDOT following meeting with commitment dates from utilities

**At 100% PS&E Stage the Engineer shall:**

Submit completed utility folders (permitted utilities) to area office construction engineer.

The **Engineer** shall also be responsible for the following:

1. Traffic Control Plan (TCP). Provide all traffic control, labor and equipment. The **Engineer** shall comply with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the **Engineer's** surveyor and approved by the **State/Authority** prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to **State/Authority** personnel upon request.  
All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors.
2. Permits and rights of entry. Obtain all necessary permits from property owners, city, county, municipality, railroad or other jurisdiction to allow the **engineer** to work within existing streets, roads or private property for designating and/or subsurface utility locating service.
3. Condition Assessments. The **Engineer** shall perform and document condition assessments of the utility facility by utilizing ultrasonic equipment, interior pipe wall videos, visual inspection or other techniques, when requested.

## C. SUBSURFACE UTILITY ENGINEERING (SUE)

1. **Utility Engineering Investigation (currently a Level D being performed under APD work order)** including utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows:
  - a) **Utility Quality Levels** are defined in cumulative order (least to greatest) as follows:
    - 1) Quality Level D - Existing Records: Utilities are plotted from review of available existing records.
    - 2) Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
    - 3) Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
    - 4) Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.
  - b) **Designate (Quality Level B)**, Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality levels C and D.
    - 1) The **Engineer** shall:
      - (a) As requested by the **State/Authority** compile "As Built" information from plans, plats and other location data as provided by the utility owners.
      - (b) Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The **Engineer** will examine utility owner's work to ensure accuracy and completeness.
      - (c) Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the **State/Authority**. A non-water base paint, utilizing the APWA color

code scheme, must be used on all surface markings of underground utilities.

- (d) Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the **State/Authority**. It is understood by both the **Engineer** and the **State/Authority** that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the **State/Authority**. This information will be provided in the latest version of Microstation or Geopak used by the **State/Authority**. The electronic file will be delivered on C.D., as required by the State's District Office. A hard copy is required and must be signed, sealed, and dated by the **Engineer**. When requested by the State's District Office, the designated utility information must be over laid on the **State/Authority's** design plans.
  - (e) Determine and inform the **State/Authority** of the approximate utility depths at critical locations as determined by the **State/Authority**. This depth indication is understood by both the **Engineer** and the **State/Authority** to be approximate only and is not intended to be used preparing the right of way and construction plans.
  - (f) When requested, provide a monthly summary of work completed and in process with adequate detail to verify compliance with agreed work schedule.
  - (g) Close-out permits as required.
  - (h) Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.
  - (i) Comply with all applicable State policy and procedural manuals.
- c) Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D.
- 1) The **Engineer** shall:
    - (a) Review requested test hole locations and advise the **State/Authority** in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
    - (b) Coordinate with utility owner inspectors as may be required by law or utility owner policy.

- (c) Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
- (d) Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the **Engineer**:
  - (1) Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
  - (2) Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
  - (3) Elevation of existing grade over utility at test hole location.
  - (4) Horizontal location referenced to project coordinate datum.
  - (5) Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - (6) Utility facility material(s).
  - (7) Utility facility condition.
  - (8) Pavement thickness and type.
  - (9) Coating/Wrapping information and condition.
  - (10) Unusual circumstances or field conditions.
- (e) Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
- (f) Be responsible for any damage to the utility during the locating process. In the event of damage, the **Engineer** shall stop work, notify the appropriate utility facility owner, the State and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The **Engineer** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Engineer** shall be liable for all costs involved in the repair or replacement of the utility facility.
- (g) Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The **Engineer** shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- (h) Furnish and install a permanent above ground directly above center line of the utility facility.
- (i) Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Engineer** shall return to correct the condition at no extra charge to the **State/Authority**.
- (j) Plot utility location position information to scale and provide a comprehensive utility plan sign and sealed by the responsible **Engineer**. This information will be provided in the latest version of Microstation or Geopak format used by the **State/Authority**. The electronic file will be delivered on USB. When requested by the **State/Authority**, the Locate information must be over laid on the **State/Authority's** design plans.

- (k) Return plans, profiles, and test hole data sheets to the **State/Authority**. If requested, conduct a review of the findings with the **State/Authority**.
- (l) Close-out permits as required.

#### **D. COMPENSABLE UTILITIES**

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

- a) Preliminary Design Consultations
  - i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.
- b) Field Observations and Verifications
  - i) Provide maps to Utility providers to “redline” and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.
- c) Exchange of Information with Utility Providers
  - i) Provide project schedule.
  - ii) Request schedules for utility adjustments.
  - iii) Identify who is responsible for utility process.
- d) Confirmation of Property Interests
  - i) Request Documents.
  - ii) Coordination of data on maps and citation of property interest documents.
  - iii) Confirm utilities are within easements.
- e) Coordination of Agreements
  - i) Identify utilities that are compensable.
  - ii) Determine parties and agreements necessary to complete compensable process.
  - iii) Coordinate execution and processing of Standard Utility Agreements.
- f) Utility Meetings throughout project development
- g) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
- h) Attend and participate in meetings by other parties.

#### **E. PAYMENT SCHEDULE**

Compensable Utilities – Payment is by percent complete



## **FIELD SURVEYING AND PHOTOGRAMMETRY** (Function Code 150)

**Field Surveying.** The **Engineer** shall:

1. Establish x, y, and z coordinates on all boreholes performed under Function Code 110.
2. Tie to existing underground and overhead utilities (location, elevation, size and direction) and the utility locates as obtained under Function Code 130.
3. The Surveyor shall provide all traffic control, labor and equipment while performing their services and comply with the latest edition of the *Texas Manual on Uniform Traffic Control Devices*. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the **Engineer's** surveyor and approved by the **State/Authority** prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to **State/Authority** personnel upon request.
4. All standards, procedures and equipment used by the Surveyor shall be such that the results of survey will be in accordance with Board Rule 663.15, as promulgated by the Texas Board of Professional Land Surveyors. At a minimum, the following standards of accuracy shall be met:

**A. Horizontal Ground Control**

The coordinate location of the traverse points shall be based on traverses conducted by the Surveyor meeting standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- Position closure after azimuth adjustment shall not exceed 1 in 20,000.
- In cases where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the **State/Authority** for further review. The **State/Authority** will make a determination as to the acceptability of the traverse as an exception to the standard and notify the Surveyor accordingly.

**B. Vertical Ground Control**

Elevations established on the benchmarks shall be conducted by the Surveyor meeting standards of accuracy as set forth below. Reference may be made to standards of accuracy for third order vertical control

traverses as described in the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- Vertical closure shall not exceed 0.05 feet times the square root of the distance in miles.
- In case where a traverse approaches but does not entirely meet these standards of accuracy and the Surveyor has assured itself that gross errors, mistakes and blunders have been eliminated, the Surveyor shall submit the traverse data to the **State/Authority** for review. The **State/Authority** will make a determination as to the acceptability of the traverse as an exception to the standard, and the **State/Authority** will notify the Surveyor accordingly.
- Document field work and submit field data to the **State/Authority**.

#### **PROJECT MANAGEMENT** (Function Code 164)

- A. The **Engineer** will continue to coordinate with **AUTHORITY** staff, local municipal agencies and utility companies.
- B. The **Engineer** will provide the **Authority** with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- C. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

#### **DELIVERABLES**

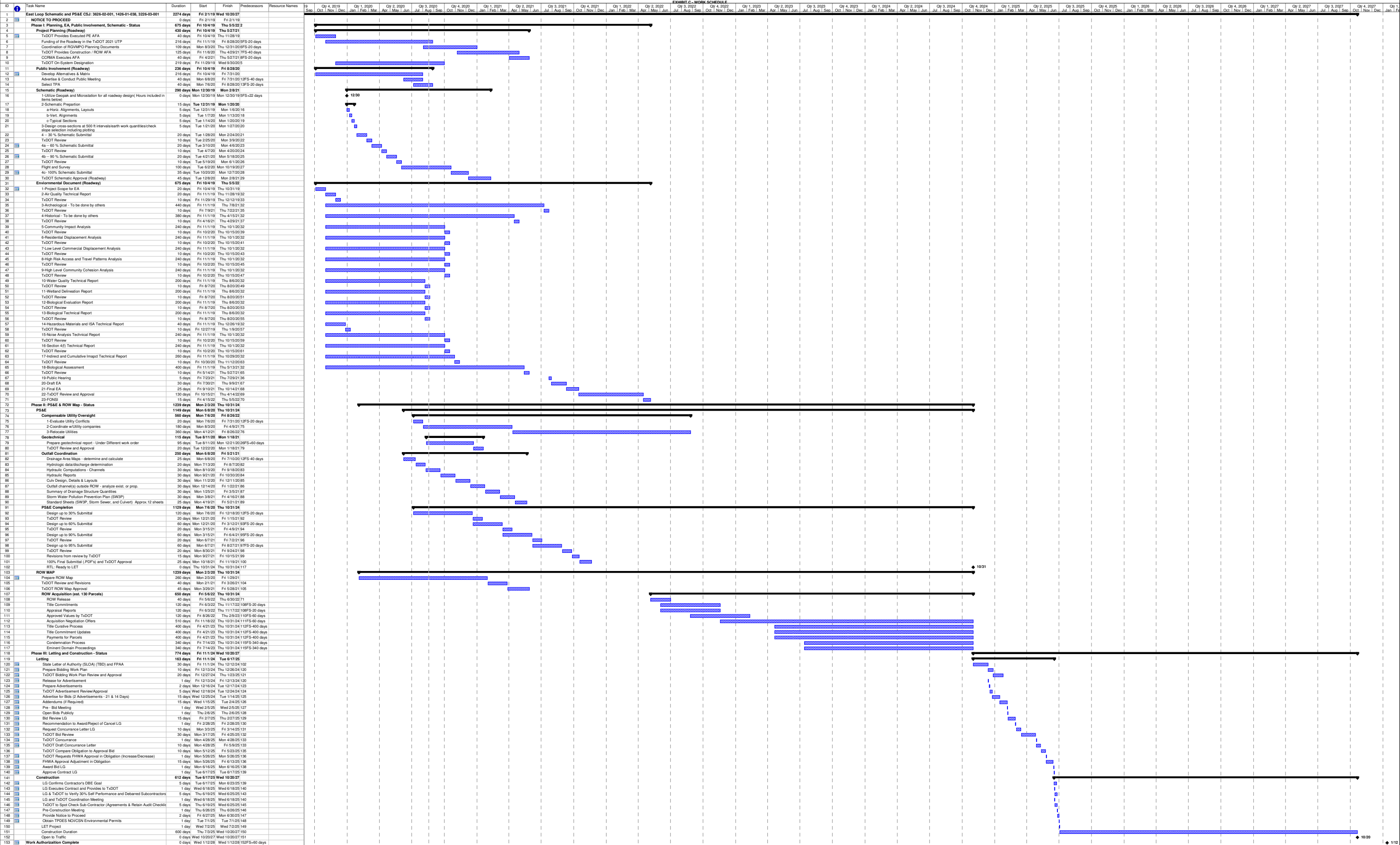
**Geotechnical Deliverables.** The **Engineer** shall submit the Geotechnical Reports signed and sealed by a Registered Professional Engineer in the State of Texas.

Each USB shall be labeled and include the following:

- CSJ
- County
- Highway

Each USB created shall have the standard directory structure, as follows:

Directory:\Control-Section - Job Number	Types of Data
Documents	Geotechnical Report, Summaries, General Project Correspondence, and Excel files.
Utilities	Existing utility information as provided by the affected utility company including correspondence.



PROJECT: East Loop Geo & Utilities  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron  
 S & B JOB NO.: U2716.222 (WA22)

09/10/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS															ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (LI)	3-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	110	<b>ROUTE AND DESIGN STUDIES</b>																			
		<b>Geotechnical services</b>																			
		Oversight of subcontractor	S & B	BASIC			40				60		120			24		8	252	\$49,357.20	
		Geotechnical services for Bridges, Bridge Embankment, Levee and Report (See L&G Cost Proposal)	L&G	SPECIAL																\$415,466.56	
		Geotechnical services for Rigid Pavment Design, Noise Wall, Large Guide Signs, and Report (See B2Z Cost Proposal)	B2Z	SPECIAL																\$299,475.72	
		<b>Sub Total (110 - ROUTE AND DESIGN STUDIES)</b>			0	0	40	0	0	0	60	0	120	0	0	24	0	8	252		\$764,299.48
	130	<b>RIGHT-OF-WAY DATA</b>																			
		Subconsultant Oversight	S & B	SPECIAL			16					240			40		40	16	352	\$66,835.20	
		Utility Ownership Data and Quality Level A Designation	RODSUE	SPECIAL																\$147,273.00	
		Utility Adjustments- Evaluate conflicts & preliminary drawings for Agreements Est @ 35 Conflicts	AMB	SPECIAL																\$436,077.60	
		<b>Sub Total (130 - RIGHT-OF-WAY DATA)</b>			0	0	16	0	0	0	0	240	0	0	40	0	40	16	352		\$650,185.80
	150	<b>FIELD SURVEYING AND PHOTOGRAMMETRY</b>																			
		Misc. Field Surveying to include Borehole staking, Utility staking, SUE Level A Staking, Etc.	S & B	SPECIAL							80			160					240	\$47,373.60	
		<b>Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY )</b>			0	0	0	0	0	80	0	0	0	160	0	0	0	0	240		\$47,373.60
	164	<b>GENERAL COORDINATION</b>																			
		Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			208												208	\$57,200.00	
		Project Manager Weekly Meeting (Prog, Rpts)	S & B	BASIC			104												104	\$28,600.00	
		Proj. Meetings (DCC, 30% 60%, 100% Submittals)	S & B	BASIC			32				32	32			32			32	160	\$28,644.48	
		Prepare Proj. Meetings Notes	S & B	BASIC			2					4			16			16	38	\$3,849.92	
		Quality Control - 4 Submittals	S & B	BASIC			320												320	\$79,996.80	
		Project Secretary /CLERICAL (4 hrs/week)	S & B	BASIC														416	416	\$27,040.00	
		<b>Sub Total (164 - GENERAL COORDINATION )</b>			0	320	346	0	0	0	32	36	0	0	48	0	0	464	1,246		\$225,331.20
		<b>LABOR TOTALS</b>																			
		Total Hours	MULTIPLIER		0	320	402	0	0	80	92	276	120	160	88	24	40	488	2,090		\$1,687,190.08
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	110.00	214.99	245.16	224.98	169.73	188.59	85.00	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR )			79.53	66.28	72.91	49.05	29.17	57.00	65.00	59.65	45.00	50.00	22.54	30.49	26.51	17.23			
	160	<b>NON LABOR</b>																			
		Outside reproduction Utility Agreements (35 Sets @ 50 Sheet Avg @ \$0.35 11X17 B/W)* 3 Drafts and 1 Final	S & B	SPECIAL																\$5,600.00	
		Travel - Mileage During Plan Development (35 Mtgs and Precon Mtg)	S & B	SPECIAL	Mileage per trip =	120	Trips =	13								Milage Rate (\$/mi.)=	\$ 0.535			\$834.60	
		Travel - Mileage During Plan Development (Survey)	S & B	SPECIAL	Mileage per trip =	350	Trips =	3								Milage Rate (\$/mi.)=	\$ 0.535			\$561.75	
		Survey Crew Lodging	S & B	SPECIAL	Nights=	10	Persons =	3								Lodging w taxes	\$ 120.000			\$3,600.00	
		Travel to District Area Office- Mileage 5 Meetings	S & B	SPECIAL	Mileage per trip =	9	Trips =	5								Milage Rate (\$/mi.)=	\$ 0.535			\$24.08	
		<b>Sub Total (F.C. 160)</b>																			\$10,620.43
		<b>NON LABOR TOTAL</b>																		\$10,620.43	
		<b>BASIC SERVICE TOTAL</b>																		\$ 274,688.40	
		<b>SPECIAL SERVICE TOTAL</b>																		\$ 1,423,122.11	
		<b>PROJECT TOTAL</b>																			\$1,697,810.51

Exhibit D  
Consultant Cost Proposal



*Civil and Environmental  
Engineers, Scientists and  
Construction Managers  
TBPE Firm No. F-4126  
TBPLS Reg. No. 10005300*

April 21, 2020  
Revised September 9, 2020

Mr. Phillip J. Pawelek, P.E.  
S&B Infrastructure, Ltd.  
5408 North 10<sup>th</sup> Street  
McAllen, Texas 78504

**RE: Utility Conflicts at East Loop Project  
Proposal No. 6136.0420**

Dear Mr. Pawelek:

Ambiotec Group, Inc. (Engineer) is pleased to submit this proposal for professional engineering services for the above referenced project. The scope of services, schedule and compensation are presented below.

**Design**

This includes the site survey, running a bench loop to the site for topography and coordinating for utilities

1. Engineer	62 hrs x \$106.28	= \$ 6,589.36
2. Senior CADD Operator	80 hrs x \$ 44.02	= \$ 3,521.60
3. Administrative Clerk	57 hrs x \$ 41.60	= \$ 2,348.40

**Total Engineering \$12,459.36 per utility conflict**

**For purposes of this proposal, I'm taking into account approximately 35 utility conflicts.**

**35 Utility conflicts x \$12,459.36 per utility conflict = \$436,077.60**

**EXHIBIT D  
FEE SCHEDULE**

**Geotechnical Engineering, Report & Summary**



**B2Z Engineering**

			MANHOURS							
East Loop Project  S&B Infrastructure, LTD			Client:	Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	Engineering Tech (EIT)	CADD Operator	Admin/Clerical	Total
TASK										
	1A	Project Management and Review - Field Operation Oversight		8		12				20
	2A	Boring Locates and Utility Clearance					16			16
	3A	Field Exploration - Field Logging for Soil Borings					184			184
	4A	Lab Analysis of Soil Borings - Assignments, Soil Logs, Soil Summ, Soil Classific.					94			94
	1P	Pavement Subgrade Stabilization Analysis & Recommendations			8	40				48
	2P	Rigid Pavement Design			20	100				120
	3P	Pavement Material Recommendations			8	20				28
	4P	Pavement Design Report (including Pavement Geo Report)		12	20	60		20	20	132
	1W	Noise Wall Memo - Misc Analyses (Deep Foundation & L-Pile Parameters)			12	24		4	4	44
	1S	Large Signs Memo - Misc Analysis for Large Signs (Recs for Design)			4	24		4	4	36
	1O	Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.		20	6	6			6	38
		Subtotal		40	78	286	294	28	34	760
Labor Hours				40	78	286	294	28	34	760
Contract Rate				\$ 230.17	\$ 192.84	\$ 149.30	\$ 84.76	\$ 74.65	\$ 64.54	
Total Labor Costs				\$ 9,206.80	\$ 15,041.52	\$ 42,699.80	\$ 24,919.44	\$ 2,090.20	\$ 2,194.36	\$ 96,152.12

LINE ITEM EXPENSES

Printing Reproduction (N/A - Electronic Submittal Only)

\*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)

\* - (Please see page 2, for detailed estimates of testing)

**Total Expenses**

\$ -  
\$ 203,323.60  
**\$ 203,323.60**

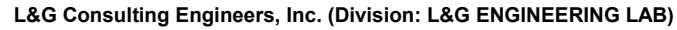
**B2Z Total Cost**

**\$ 299,475.72**

**EXHIBIT D**  
**Geotechnical Field and Laboratory Services**  
**East Loop Project**  
**Prepared for S&B Infrastructure, LTD**

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	B. Mileage	Mile	<b>160</b>	<b>\$ 0.54</b>	<b>\$ 86.40</b>
<b>III.</b>	<b>Field Exploration</b>				
A	Mobilization/Demobilization (Drill Rig)	Mile	<b>1840</b>	<b>\$ 5.00</b>	<b>\$ 9,200.00</b>
B	Field Exploration				
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)	LF	<b>1700</b>	<b>\$ 36.00</b>	<b>\$ 61,200.00</b>
	1A. Backfilling Boreholes Bentonite Plug	LF	<b>1700</b>	<b>\$ 10.00</b>	<b>\$ 17,000.00</b>
	3. Supp. Vehicle-Trailer, Tools Water Supply	Mile	<b>1840</b>	<b>\$ 0.54</b>	<b>\$ 993.60</b>
	4. Vehicle Charge	Mile	<b>1840</b>	<b>\$ 0.54</b>	<b>\$ 993.60</b>
	5. Traffic Control Services (Med Project)	Day	<b>10</b>	<b>\$ 2,500.00</b>	<b>\$ 25,000.00</b>
C	Miscellaneous Field Services				
<b>IV.</b>	<b>Engineering Data Analysis / Report</b>				
	3. Prep Soil for Testing (Tex-101-E)	Ea.	<b>263</b>	<b>\$ 70.00</b>	<b>\$ 18,410.00</b>
	4. Moisture Content (Tex-103-E)	Ea.	<b>340</b>	<b>\$ 14.00</b>	<b>\$ 4,760.00</b>
	5a. Liquid Limit (Tex-104-E)	Ea.	<b>263</b>	<b>\$ 40.00</b>	<b>\$ 10,520.00</b>
	5b. Plastic Limit (Tex-105-E)	Ea.	<b>263</b>	<b>\$ 40.00</b>	<b>\$ 10,520.00</b>
	5c. Plasticity Index (Tex-106-E)	Ea.	<b>263</b>	<b>\$ 50.00</b>	<b>\$ 13,150.00</b>
	6. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.			<b>\$ -</b>
	7. -200 Determination (Tex-111-E)	Ea.	<b>263</b>	<b>\$ 40.00</b>	<b>\$ 10,520.00</b>
	8. Soils Sulfate Content (Tex-145-E)	Ea.	<b>78</b>	<b>\$ 90.00</b>	<b>\$ 7,020.00</b>
	9. Lime Series Testing (Tex-121-E - Part 3)	Ea.	<b>31</b>	<b>\$ 450.00</b>	<b>\$ 13,950.00</b>
	10. One Dimensional Consol (ASTM D2435)	Ea.			<b>\$ -</b>
<b>Project Sub-Total (Geo Field and Lab)</b>					<b>\$ 203,323.60</b>

## Geotechnical Engineering, Report & Summary



<b><u>LINE ITEM EXPENSES</u></b>	
Printing Reproduction (N/A - Electronic Submittal Only)	\$ -
*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)	\$ 254,508.20
* - (Please see page 2, for detailed estimates of testing)	
<b>Total Expenses</b>	<b>\$ 254,508.20</b>
<b>L&amp;G Total Cost</b>	<b>\$ 415,466.56</b>



**EXHIBIT D**  
**Geotechnical Field and Laboratory Services**  
**East Loop Project**  
**Prepared for S&B Infrastructure, LTD**

	SERVICES	UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>				
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>				
	B. Mileage	Mile	<b>160</b>	<b>\$ 0.54</b>	<b>\$ 86.40</b>
<b>III.</b>	<b>Field Exploration</b>				
A	Mobilization/Demobilization (Drill Rig)	Mile	<b>2960</b>	<b>\$ 5.00</b>	<b>\$ 14,800.00</b>
B	Field Exploration				
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)	LF	<b>2750</b>	<b>\$ 36.00</b>	<b>\$ 99,000.00</b>
	1A. Backfilling Boreholes Bentonite Plug	LF	<b>2750</b>	<b>\$ 10.00</b>	<b>\$ 27,500.00</b>
	3. Supp. Vehicle-Trailer, Tools Water Supply	Mile	<b>2960</b>	<b>\$ 0.54</b>	<b>\$ 1,598.40</b>
	4. Vehicle Charge	Mile	<b>2960</b>	<b>\$ 0.54</b>	<b>\$ 1,598.40</b>
	5. Traffic Control Services (Med Project)	Day	<b>2</b>	<b>\$ 2,500.00</b>	<b>\$ 5,000.00</b>
C	Miscellaneous Field Services				
<b>IV.</b>	<b>Engineering Data Analysis / Report</b>				
	3. Prep Soil for Testing (Tex-101-E)	Ea.	<b>338</b>	<b>\$ 70.00</b>	<b>\$ 23,660.00</b>
	4. Moisture Content (Tex-103-E)	Ea.	<b>550</b>	<b>\$ 14.00</b>	<b>\$ 7,700.00</b>
	5a. Liquid Limit (Tex-104-E)	Ea.	<b>275</b>	<b>\$ 40.00</b>	<b>\$ 11,000.00</b>
	5b. Plastic Limit (Tex-105-E)	Ea.	<b>275</b>	<b>\$ 40.00</b>	<b>\$ 11,000.00</b>
	5c. Plasticity Index (Tex-106-E)	Ea.	<b>275</b>	<b>\$ 50.00</b>	<b>\$ 13,750.00</b>
	6. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.	<b>63</b>	<b>\$ 95.00</b>	<b>\$ 5,985.00</b>
	7. -200 Determination (Tex-111-E)	Ea.	<b>275</b>	<b>\$ 40.00</b>	<b>\$ 11,000.00</b>
	8. Soils Sulfate Content (Tex-145-E)	Ea.	<b>37</b>	<b>\$ 90.00</b>	<b>\$ 3,330.00</b>
	9. Lime Series Testing (Tex-121-E - Part 3)	Ea.			<b>\$ -</b>
	10. One Dimensional Consol (ASTM D2435)	Ea.	<b>35</b>	<b>\$ 500.00</b>	<b>\$ 17,500.00</b>
<b>Project Sub-Total (Geo Field and Lab)</b>					<b>\$ 254,508.20</b>

# Exhibit D Cost Proposal

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

April 9, 2020

Salary Classification			Contract Rate	Hours	Total
Project Manager			\$199.84	40	\$7,993.60
Engineer			\$96.82	40	\$3,872.80
Engineer-In-Training			\$85.00	0	\$0.00
Senior CADD Operator			\$102.48	120	\$12,297.60
CADD Operator			\$93.70	0	\$0.00
Admin/Clerical			\$65.00	9	\$585.00
Senior Engineer			\$178.61	0	\$0.00
	Vacuum Excavation Vehicles (Mobilization)	mi	\$4.00		\$0.00
	Pavment Coring	each	\$250.00	0	\$0.00
	Traffic Control Devices	daily	\$500.00		\$0.00
SUE Quality Level C & D (Includes labor and equipment for records research, CADD and mapping.)		LF	\$0.70	0	\$0.00
SUE Quality Level B - Utility Designation (Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping and limited traffic control.)		LF	\$1.45	0	\$0.00
SUE Field Services					
One (1) Designating Person with equipment		Hour	\$105.00	0	\$0.00
Two (2) Designating People with equipment		Hour	\$175.00	0	\$0.00
SUE Quality Level A Testholes (Per testhole depth)					
	Level A: 0 to 4.99 ft.	Each	\$965.00	17	\$16,405.00
	Level A: > 5 to 7.99 ft.	Each	\$1,330.00	26	\$34,580.00
	Level A: > 8 to 12.99 ft.	Each	\$1,600.00	17	\$27,200.00
	Level A: > 13 to 19.99 ft.	Each	\$2,100.00	6	\$12,600.00
	Level A: > 20 ft.	VF	\$155.00	1	\$155.00
Labor Totals				209	\$24,749.00
Unit Cost					\$90,940.00
Direct Expenses		(see attached)			\$31,584.00
Subtotal for Offsite Resources					\$147,273.00

66 Total Testholes

Exhibit D  
Cost Proposal

<b>RODS Subsurface Utility Engineering, Inc.</b> Service to Be Provided	Unit	Fixed Cost	Maximum Cost	Quantity	Total
<b>Travel</b>					
Lodging/Hotel (Taxes / fees not included)	day/person		\$ 102.00	72	\$ 7,344.00
Lodging/Hotel - Taxes and fees	day/person		\$ 35.00	72	\$ 2,520.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		\$ 56.00	72	\$ 4,032.00
Mileage	mile		\$ 0.540	2,200	\$ 1,188.00
<b>Miscellaneous</b>					
Car Rental	day		\$ 30.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		\$ 3,000.00		\$ -
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		\$ 2,500.00	5	\$ 12,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	day		\$ 1,375.00		\$ -
Attenuator trucks - (lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		\$ 400.00	10	\$ 4,000.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		\$ 250.00		\$ -
<b>TOTAL</b>					<b>\$ 31,584.00</b>

**2-N    CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WA 01 TO WA 20 WITH  
S&B INFRASTRUCTURE FOR THE CAMERON COUNTY PARKS SYSTEM  
ADMINISTRATION BUILDING DESIGN.**

## SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 20

This Supplemental Work Authorization No. 1 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 for the preparation of Construction Documents and support services for the Cameron County Administration Building and additional Parking Lot at the approach to Isla Blanca Park in Cameron County.***

### **Section A. – Scope of Services**

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

### **Section B. – Schedule – No Change**

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 \$148,045.14 to \$257,825.64, an increase of \$109,780.50 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 – No Change**

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 C – Work Schedule
- Exhibit D – Cost Proposal

## **EXHIBIT A**

### **Authority's Responsibilities**

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

#### **GENERAL**

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

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Right of Entry
- (5) Survey already performed for Cameron County.
- (6) United States Coast Guard Coordination and approval for any encroachments and/or easements required.
- (7) Any permits for subject property. The **Engineer** shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The **Authority** shall apply for all necessary permits except the building permit that the contractor will be responsible for. The authority shall pay all other applicable permit fees. The **Engineer** shall assist in obtaining said permits or approvals. All permits, except for Building Permits, will be obtained prior to Bidding.
- (8) Advertise bidding documents.

## EXHIBIT B

### Services to be Provided by the Engineer

#### GENERAL DESCRIPTION

For this work authorization, Engineer shall perform activities for the design and construction plans of the **Cameron County Parks Administration Building and a Cameron County Parks Parking lot along PR 100 at the approach of the Isla Blanca Park, Cameron County, Texas.**

#### GENERAL DESCRIPTION

For this work authorization, S&B shall perform activities for the development of the ***final design including, plans, specifications, and estimates (PS&E), and bidding documents*** for the following facilities:

The following Modifications have been made based on the approved schematic design:

**ADMINISTRATION BUILDING: WILL BE DESIGNED FOR 9,276 SF**

All other scope items are applicable and still in effect.



## **EXHIBIT C**

### **Schedule of Work**

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

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

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

- |  |                |                     |
|--|----------------|---------------------|
| <b>1. Schematic Document Phase</b>           | <b>30 days</b> | <b>(1 Months)</b>   |
| <b>2. Design Document Phase</b>              | <b>45 days</b> | <b>(1.5 Months)</b> |
| <b>3. Final Construction Documents Phase</b> | <b>75 days</b> | <b>(2.5 Months)</b> |
| <b>4. Bidding or Negotiation Phase</b>       | <b>30 days</b> | <b>(1 Month)</b>    |

**Work Authorization Complete**

**January 31, 2021**

PROJECT: Cameron County Administrative Bldg &amp; Parking Lot

CLIENT: CCRMA

09/03/20

CONTRACT:

CSJ:

## EXHIBIT D -- FEE ESTIMATE

COUNTY: Cameron County

S &amp; B JOB NO.: U2716.220 SWA1 to WA20

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
		<b>SCHEMATIC PHASE</b>														
		Schematic Documents Admin Bldg	GMS	SPECIAL										0	\$15,687.00	
		Sub Total ( - SCHEMATIC PHASE)			0	0	0	0	0	0	0	0	0	0		\$15,687.00
		<b>DESIGN DOCUMENT PHASE</b>														
		Design Development Documents Admin Bldg	GMS	SPECIAL										0	\$20,916.00	
		Sub Total ( - DESIGN DOCUMENT PHASE)			0	0	0	0	0	0	0	0	0	0		\$20,916.00
		<b>CONSTRUCTION DOCUMENTS PHASE</b>														
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$44,812.00	
		Sub Total ( - CONSTRUCTION DOCUMENTS PHASE)			0	0	0	0	0	0	0	0	0	0		\$44,812.00
		<b>BIDDING PHASE</b>														
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$5,249.50	
		Sub Total ( - BIDDING PHASE)			0	0	0	0	0	0	0	0	0	0		\$5,249.50
		<b>CONSTRUCTION ADMINISTRATION</b>														
		Construction Documents Admin Bldg	GMS	SPECIAL										0	\$17,916.00	
		Sub Total ( - CONSTRUCTION ADMINISTRATION)			0	0	0	0	0	0	0	0	0	0		\$17,916.00
		<b>LABOR TOTALS</b>														
		Total Hours	MULTIPLIER		0	0	0	0	0	0	0	0	0	0		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	110.02	169.73	115.00	99.99	64.99			
		BASE RATES: (\$/MAN-HOUR )			79.53	66.28	72.91	49.05	29.17	45.00	30.49	26.51	17.23			
	160	<b>NON LABOR</b>														
		Field Survey for Building	GMS	SPECIAL											\$5,200.00	
		Sub Total (F.C. 160)														\$5,200.00
		<b>PROJECT TOTAL</b>														\$109,780.50

**2-O    CONSIDERATION AND APPROVAL OF WA 21 WITH S&B INFRASTRUCTURE TO  
PROVIDE ENGINEERING SERVICES FOR THE PREPARATION OF PLANS,  
SPECIFICATIONS & ESTIMATES (PS&E) AND CONSTRUCTION PHASE SERVICES  
FOR THE WEST RAIL TRAIL PROJECT.**

## WORK AUTHORIZATION NO. 21

This Work Authorization 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 (the “Authority”) and S&B Infrastructure, Ltd. (the “GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services for the preparation of Plans, Specifications & Estimates (PS&E) and Construction Phase support services for the proposed West Rail Trail from Palm Blvd to Interstate 69E.***

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

### Section B. - Schedule

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

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Engineer the amount not to exceed **\$775,478.78** based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

### Section D. - Authority’s Responsibilities

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

### Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

Frank Parker, Jr., Chairman

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

**S&B INFRASTRUCTURE, LTD.**

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

Daniel O. Rios, PE, President

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

**LIST OF EXHIBITS**

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

## **EXHIBIT A**

### **Authority's Responsibilities**

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

#### ***GENERAL***

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

- (1) Provide **Engineer** with 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) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (5) Coordinate with TxDOT for items as needed. The Authority will negotiate and approve all change orders and other contract revisions that the Authority finds necessary or convenient to accomplish the construction activities for the Project. For change orders and other contract revisions that affect prior environmental approvals or result in non-conformity with the specifications and standards agreed upon for the Project, the Authority must assess any potential environmental effects and any additional or revised environmental permits, issues, coordination, mitigation, and commitments required as a result of the contract revisions.

## **EXHIBIT B**

### **Scope of Work**

**County:** Cameron  
**Project:** PS&E – West Rail Trail  
**CSJ:** 0921-06-293

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

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

#### **PS&E Development with Construction Phase Services**

**From: Palm Blvd**  
**To: IH 69E**

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

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

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

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

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

#### **DATA COLLECTION**

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

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

#### **GEOTECHNICAL BORINGS AND INVESTIGATIONS**

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

1. The **Engineer** shall undertake the following drilling program:  
    Bridge Borings (@ Drain Ditch) location:  
    4 Holes @ 60' depth

Borings for Trail\*\*\*:  
30 Holes @ 10' depth  
(\*\*\*2000 ft increments)  
Total 32 Borings

Total Linear Footage – 420 linear feet

2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.
3. The **Engineer** shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for slope stability of the earthen embankments, skin friction and design capacity curves including skin friction and point bearing. The skin friction and design capacity curves must be present for piling and drilled shaft foundation.
4. The **Engineer** shall provide Grain Size Distribution Curves with D<sub>50</sub> values at 1 location for the project. If the bridge borings indicate rock, the Engineer shall include a Rock Quality Designation (RQD) for each of the borings provided in this area to determine the stability of the rock for use during scour analysis.
5. The **Engineer** shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with a State's District standards.
6. Pavement Design: The **Engineer** shall provide a signed and sealed pavement design report to reflect a flexible pavement structure.
7. The **Engineer** shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the **Engineer**.

#### DESIGN CRITERIA

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

#### RIGHT-OF-WAY DATA & UTILITIES (FC 130)

The **Engineer** will recover the existing Right-of-Way for the subject project based on **AUTHORITY** provided documents.

1. The **Engineer** will research the tracts of land adjacent to and near the proposed alignment and present all of the tracts on an overall Parcel Map.  
This Map would include the following
  - i. Ownership information
  - ii. Boundary and acreage
  - iii. Recording Deed Information



## Utility Coordination/Inventory

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

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

## FIELD SURVEYING (FC 150)

### DESIGN SURVEY

1. The **Engineer** will set and establish horizontal and vertical control for the project based on Texas Coordinate System NAD 83, NAVD 88 Datum, South Zone (US Survey Feet). Primary Control points.
2. The **Engineer** will complete field surveying and topographic necessary to establish a digital terrain model (DTM), produce topographic maps, and establish the project baseline on the ground. Tolerances for horizontal and vertical control points shall not exceed .03' and .015' respectively. In addition, S&B will set and field survey improvement surveying which will include the following:
  - a. Provide cross-section data at 100' intervals within 120' ROW
  - b. Locate existing signage, fencing, pedestals, electrical overhead line, etc.
  - c. Locate and survey existing visible utilities, gas, telephone, cable, water, sanitary sewer manholes, storm sewer inlets, valves, power poles as marked by the Texas 811 One-Call system.
  - d. Locate existing right of way monumentation
  - e. Survey existing asphalt or concrete pavement, curb and gutter, driveways, existing building structures, trees, shrubs, etc.
3. The **Engineer** will prepare an index project control sheet signed and sealed by a Texas Registered Professional Land Surveyor. The Survey Control Index sheet will include the following:
  - a. Overall view of the project primary control monuments set for control of the project.
  - b. Identification of the control points
  - c. Graphic scale and north arrow
  - d. RPLS signature seal and date

## **SURVEY DELIVERABLES**

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

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

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

1. Geometric design for the facility will be in accordance to appropriate design guidelines as stated in the TxDOT Design Manual. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities.
2. Hydrologic analysis and hydraulic design will be in accordance with the TxDOT Hydraulic Manual. (See FC 161 for required tasks.) Storm Systems shall include new systems with proposed outfalls.
3. Design exceptions or variances, if needed, must be submitted by the **Engineer** and approved in writing by the **AUTHORITY/State**.
4. Develop plan sheets using the same format and relative order of the TxDOT traditional plan set to effectively communicate the design for the facility. Plan & profile sheets (P&P) shall be developed at a scale of 1"=100'; typical sections shall be developed at a scale of 1"=10' (Other plan sheets/scales are identified under their associated function code.). Plan and profile sheets will be done for all intersecting state roadways.
5. Utilize GEOPAK software and furnish the **AUTHORITY** with all applicable design files in MicroStation format. 3D design using the OpenRoads Technology offered in the SS4 version of Geopak will be utilized.
6. The finished product shall be a complete and accurate PS&E package, as approved by **AUTHORITY** that can be let to contract with only minimal alterations being necessary as identified in the TxDOT review process.

## **DRAINAGE (FC 161)**

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

1. Perform hydrologic analysis for all cross-drainage structures and determine data and discharge of the existing drainage facilities.

2. Hydraulic Analysis & Design - Design of proposed drainage facilities and /or structures will be in accordance with the TxDOT Hydraulic Manual.
3. Drainage calculations and storm sewer design will be developed utilizing Geopak Drainage program. The drainage calculations for storm sewer designs will be formatted to show runoff calculations, inlet design, and storm sewer design for each drainage area and each proposed inlet.
4. All hydrologic and hydraulic data and design will be placed on plan sheets by the **Engineer**.
5. Prepare culvert layouts and/or cross-sections at culvert sites and submit to TxDOT for review. These should identify any necessary drainage easements to be acquired by TxDOT at the 1<sup>st</sup> submittal stage. Culvert cross-sections for cross drainage structures will only be done if culvert is outside of the storm sewer system. Two (2) culvert cross-sections estimated and 2 bridges at the drain ditch to be analyzed.
6. Scour Analysis. The **Engineer** shall perform a scour analysis for each proposed bridge structure. The **Engineer** shall select the methodology based on the site conditions such as the presence of cohesive or cohesionless soil, rock or depth of rock, proposed foundation type, and existing site performance. The **Engineer** shall follow the methodology outlined in the State Geotechnical Manual.
7. Prepare Utility and Drainage (U&D) sheets at an equivalent scale to the trail plan & profile sheets.
8. Prepare Summary of Quantities.
9. Prepare the Storm Water Pollution Prevention Plan (SW3P) and EPIC sheet in accordance with "*Storm Water Handbook for Construction Activities*" and District requirements and standards. Storm Water Pollution Plan shall be incorporated on TCP Layouts. Seeding areas will not be shown on plan view. Limits of seeding area shall be calculated from cross sections.

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

### **Small Signing**

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

**Signing.** The **Engineer** shall prepare drawings, specifications, and details for all signs. The **Engineer** shall coordinate with the State (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The **Engineer** shall:

- Prepare sign detail sheets and shall provide a summary of small signs to be removed, relocated, or replaced.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.

### **Permanent Pavement Markings**

1. The **Engineer** shall develop permanent pavement marking summaries and incorporate pavement-marking quantities in the plans estimate.

2. Pavement markings shall be shown with the sign layouts.

**Operational Study for Possible Signalization and Details at all Hike and Bike Trail Crossings at all Intersecting Roadways**

1. The **Engineer** shall perform an operation study at all On-System State roadway intersections.
2. At Off-system roadways the Hike and Bike Stop Control Traffic

**Traffic Signals Modifications.** The **Engineer** shall identify and prepare Traffic Signal Plans for all traffic signal work needed. (Signals are currently located for the Intersection of Military Hwy.) If necessary, the **Engineer** shall perform Traffic Signal Warrant Studies to justify both existing and proposed signals, and provide traffic counts, to perform these studies. The **Engineer** shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans shall be signed and sealed by a Texas Registered Professional Engineer. The **Engineer** shall develop all quantities, general notes, and specifications and incorporate appropriate agency standards required to complete construction.

The following information shall be provided in the Traffic Signal Plans:

1. Layout
  - a. Estimate and quantity sheet
    - (1) List of all bid items
    - (2) Bid item quantities
    - (3) Specification item number
    - (4) Paid item description and unit of measure
  - b. Basis of estimate sheet (list of materials)
  - c. General notes and specification data.
  - d. Condition diagram
    - (1) Highway and intersection design features
    - (2) Roadside development
    - (3) Traffic control including illumination
  - e. Plan sheet(s)
    - (1) Existing traffic control that will remain (signs and markings)
    - (2) Existing utilities
    - (3) Proposed highway improvements
    - (4) Proposed installation
    - (5) Proposed additional traffic controls
    - (6) Proposed illumination attached to signal poles.
  - f. Notes for plan layout
  - g. Phase sequence diagram(s)
    - (1) Signal locations
    - (2) Signal indications
    - (3) Phase diagram
    - (4) Signal sequence table
    - (5) Flashing operation (normal and emergency)
    - (6) Preemption operation (when applicable)
    - (7) Contact responsible Agency to obtain interval timing, cycle length and offset

- h. Construction detail sheets(s)
    - (1) Poles (State standard sheets)
    - (2) Detectors
    - (3) Pull Box and conduit layout
    - (4) Controller Foundation standard sheet
  - i. Marking details (when applicable)
  - j. Aerial or underground interconnect details (when applicable)
2. General Requirements
- a. Contact local utility company
    - (1) Confirm power source
  - b. Prepare governing specifications and special provisions list
  - c. Prepare project estimate
  - d. Conduct traffic counts and prepare Traffic Signal Warrant Studies for all proposed and existing traffic signals.

### **TRAFFIC SIGNAL WARRANTS STUDIES:**

**Engineer** will conduct Traffic Signal Warrant studies at the above listed intersections.

The traffic signal warrant studies will follow the required guidelines listed in the Texas Manual on Uniform Traffic Control Devices (Texas MUTCD), latest edition and in accordance to TxDOT requirements.

The warrant studies will be based on collected traffic counts and Bicycle modal projections provided by the Rio Grande Valley MPO.

**Engineer** will provide the following services:

#### **TASK 1 - Conduct Field Investigations**

- Collect traffic counts
- Collect speed data based on car following method
- Collect travel demand model forecasts for Bicycles from the Rio Grande Valley MPO
- Take photos for each intersection approach
- Identify potential sight distance restrictions
- Identify posted speed limits
- Identify presence of roadway illumination
- Record existing intersection controls
- Record general geometry of the intersection
- Record visible utilities, including power lines
- Record existing development in the vicinity of the intersection
- Record major traffic generators in the area
- Record other features that might impact installation of a traffic signal control
- Observe existing traffic patterns

#### **TASK 2 - Assess collected data**

- Assess completeness of collected data

### **TASK 3 - Crash Records assessment and Analysis**

- Obtain crash records from TxDOT CRIS web site for the past four years
- Conduct crash assessment and analysis as required by the Texas MUTCD.
- Determine if five or more of the reported crashes that occurred within a 12-month period can be susceptible to correction by a Traffic Signal control.

### **TASK 4 - Collision Diagrams**

- Based on the collected accident reports, prepare collision diagrams that show the occurred crashes in diagrammatic form.

### **TASK 5 - Intersection Exhibits**

- Prepare intersection conceptual layout in approximate scale to present the anticipated geometric conditions of the intersections after construction of West Rail Trail.

### **TASK 6 - Warrant Analysis**

- Assess current traffic counts and bicycle volume forecasts provided by the Rio Grande Valley MPO. Taking into account the existing and projected traffic volumes, **Engineer** will conduct warrant analyses at the above intersections and prepare warrant forms and charts as required by TxDOT.

### **TASK 7 - Photo album**

- Prepare a photo albums of each approach of the vicinity of the anticipated intersections, depicting features and data supporting the warrant study.

### **TASK 8 - Recommendations**

- In cases where a Traffic Signal control is warranted, Engineer will make recommendations for the type of signal installation to be implemented along with other improvements to enhance safety, including bicycle signal indications and bicycle phasing plans.
- In cases where a Traffic Signal is not warranted, Engineer may suggest other actions to improve safety and quality of traffic flow, including a flashing beacon.
- Engineer will prepare exhibits showing the proposed intersection controls in conceptual form.

### **TASK 9 - Warrant Study Report**

- Prepare a report that presents all data collected, analyses work, exhibits, photographs and recommendations.

### **TRAFFIC SIGNAL DESIGN:**

Engineer will prepare traffic signal plans, specifications and cost estimates as follows:

### **TASK 1 – General Notes for Traffic Signal Installation**

**Engineer** will prepare the general notes based on TxDOT's latest practices.

### **TASK 2 – Basis of Estimate**

**Engineer** will prepare Basis of Estimate sheet(s) with adequate number of columns to reflect the number of the above intersections and one column for the total quantities.

**Engineer** will calculate quantities at 90% and 100% levels of completion or as directed by Authority.

### **TASK 3 – Condition Diagram**

**Engineer** will collect from various agencies the existing signal plans for the above intersections. Information from these plans will be verified in the field and then incorporated into the condition diagram sheets.

**Engineer** will setup the condition diagram sheets that would show the existing configuration of each intersection, existing utilities and other elements in accordance with TxDOT design practices and as required by **Authority**. **Engineer** will show which items are to be removed and which to remain.

### **TASK 4 – Proposed Signal**

**Engineer** will setup proposed signal layout sheets that would show the proposed geometry of the above intersections along with the basic elements of the signal design, such as location of signal poles, pedestrian poles, wheel chair ramps, bicycle path, cross walks and service pole locations, in accordance with TxDOT Signal Design practices and as required by **Authority**.

The proposed layouts will also show existing equipment to remain, existing equipment to be removed and proposed new equipment to be installed by the contractor.

**Engineer** with assistance from **Authority** will contact the local power company for electrical service requirements at each of the above intersections.

**Engineer** will produce submittals for Client's review at the 90% and 100% completion levels or as directed by Authority.

### **TASK 5 – Signal Phasing and Timing**

**Engineer** will develop optimal phasing and timing charts for the signalized intersections. The chart will include bicycle and pedestrian phases as applicable. They will be presented to TxDOT for review and approval before incorporation into the plan sheets.

### **TASK 6 – Electrical Schedules**

**Engineer** will prepare tables, depicting the electrical schedule for the wiring connections at each intersection.

### **TASK 7 – Intersection Signing, Pavement Markings and Curb Ramps**

While working on the proposed layouts, **Engineer** will also locate the cross walks and stop bars at the intersections, as they affect the signal design and furnish this information to **Authority**. Curb ramps and cross walks will conform to current US Access Board's Proposed Accessibility Guidelines as well as ADA standards.

**Engineer** will produce submittals for Client's review at the 90% and 100% completion levels.

#### **TASK 8 – Standard Sheets List**

**Engineer** will prepare a list of standard sheets for the 90% and 100% submittals. **Engineer** will also prepare the drill shaft tables on the TSFD standard sheet as well as the shipping parts list on the SP/SMA standard sheet.

#### **TASK 9 –Specifications List and Cost Estimate**

**Engineer** will prepare a list with all pertinent specifications and special provisions as they relate to the above tasks. **Engineer** will also prepare cost estimates using Pharr District's average bid values at the 90% and 100% submittals.

#### **TASK 10 – Coordination and Meetings**

**Engineer** will participate in one or more project progress meetings as requested by **Authority**.

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

#### **Illumination**

The **Engineer** shall refer to TxDOT's *Highway Illumination Manual* and other deemed necessary State approved manuals for design of continuous lighting. The **Engineer** shall provide a preliminary layout for initial review and approval by the Authority. The **Engineer** shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies.

#### **Traffic Control Plan - Hike and Bike Trail Crossings at all Intersecting Roadways**

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

#### **Miscellaneous**

1. The **Engineer** will prepare any miscellaneous details for construction / design clarification.



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

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

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

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

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

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

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

The **Engineer** shall perform and/or assist the **Authority** with the following:

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

### **Work Authorization Deliverables.**

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

**1. 60% Plans Submittal:**

- An Electronic .pdf copy for the Authority and State District Review.
  - Title Sheet
  - Index Sheet (including Corresponding Standard Details Sheets)
  - Existing and Proposed Typical Sections Sheets
  - Plan & Profile Sheets
  - Alignment Data Sheets
  - TCP layouts
  - Hydrologic Drainage Area Maps
  - Hydrologic Computation Sheets
  - Hydraulic Data Sheets
  - Drainage Area Maps
  - Drainage Plan & Profile
  - Drainage Structure Details
  - Storm Sewer Details
  - Storm Water Pollution Prevention Plan
  - EPIC Sheet (Data To be Provided by TxDOT)
  - Bridge Layout with details for submission to Design Division.
  - Corresponding Quantity Summary Sheets
  - Corresponding Standard Details Sheets
  - Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC markup set.
- Updated Draft Form 1002 and Design Exceptions with existing and proposed typical sections, location map and, design exception exhibits.
- Draft Special Specifications and Special Provisions with a completed Form 1814.
- One (1) set of roll format TCP phasing layouts and significant project procedures form (State Form 2229) to present at the TCAT for the State review.
- Final Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- Final Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- District Design Review Team Form.
- A KMZ file of the project.

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

- Two (2) sets of 11" x 17" plan sheets for the State District Review. In addition to updated sheets from previous submittals also include:
  - Signing and Pavement Marking Sheets
  - Corresponding Quantity Summary Sheets
  - Corresponding Standard Details Sheets
  - Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Revised Supporting Documents from 60% Plans Submittal.
- Two (2) sets of 11" x 17" Cross Section Sheets.
- Completed DCIS Estimate
- Completed DCIS Specification List
- List of governing Specifications and Special Provisions in addition to those required.
- Triple Zero Special Provisions.
- Engineer sign, seal and date supplemental sheets (8 ½" x 11").
- Construction Contract Time Schedule Estimate.
- Significant project procedures form.
- Right of Way and utilities certification.
- Bidding Proposal Documents
- A KMZ file of the project.

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

- One (1) paper set and PDF copy of 11" x 17" plan sheets.
- One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
- Revised Supporting Documents from 95% Review Submittal.
- Three (3) originals, signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
- Final PS&E Stage Gate Checklist
- The **Engineer** shall submit an electronic PS&E submittal portfolio as outlined by the State's Design Division.
- A KMZ file of the project.

**4. Electronic Copies:** The **Engineer** shall furnish the State with a USB Flash Drive of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.

Each USB Flash Drive & transmittal letter shall be labeled and include the following:

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

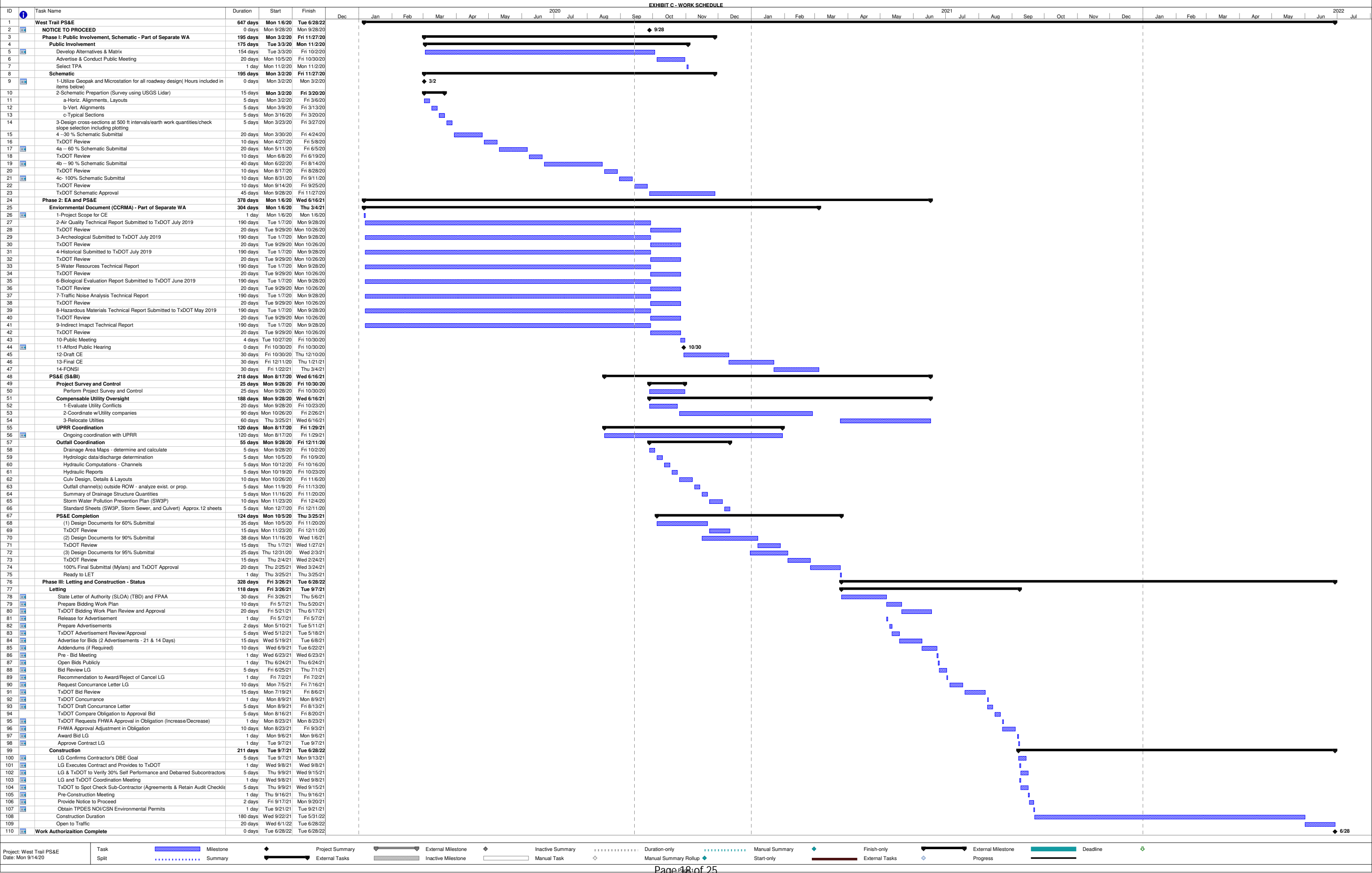
The **Engineer** shall also provide separate USB Flash Drive containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.

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

- A 3-ring binder with all quantity and non-structural design calculations.

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

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



PROJECT: West Rail Trail PS&E  
CLIENT: CCRMA  
CONTRACT: GEC Contract  
CSJ: 0921-06-293  
COUNTY: Cameron  
S & B JOB NO.: U2716.221

09/14/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS	
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (I,II)	2-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary			TOTAL HRS
	110	ROUTE AND DESIGN STUDIES																			
		Design Concept Conference	S & B	BASIC			4					4			12				20	\$3,019.92	
		Prepare Design Concept Conference Meeting Notes & Revise DSR	S & B	BASIC			2					4			4				10	\$1,789.92	
		Geotechnical services and Report (See L&G Cost Proposal)	L&G	BASIC															0	\$101,233.00	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			0	0	6	0	0	0	0	8	0	0	16	0	0	0	30		\$106,042.84
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT General FC 120 Categories																			
		Prespare EPIC sheets	S & B	BASIC			2	4							12				18	\$2,670.00	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			0	0	2	4	0	0	0	0	0	0	12	0	0	0	18		\$2,670.00
	130	RIGHT-OF-WAY DATA																			
		1. Boundary Survey	S & B	SPECIAL			1			4					10				15	\$2,284.96	
		2. Plat and Legal Creation	S & B	SPECIAL						4			20		16				40	\$6,094.56	
		3. Coordination with Land Agent and Owners	S & B	SPECIAL			3			4					6		2		15	\$2,504.96	
		Sub Total (130 - RIGHT-OF-WAY DATA)			0	0	4	0	0	12	0	0	20	0	0	32	0	2	70		\$10,884.48
	150	FIELD SURVEYING AND PHOTOGRAMMETRY																			
		1 Set Project Horizontal and Vertical Control	S & B	SPECIAL						2				30					32	\$4,956.08	
		2 Coordination and development of survey	S & B	SPECIAL			2			4					2		2	10	\$1,769.96		
		3 Topographic Survey	S & B	SPECIAL						2				360		2		364	\$54,973.18		
		4 Collect Existing Visible Utilities and Improvments	S & B	SPECIAL			1			2				60		2		65	\$9,987.18		
		5 Develop Project Control Sheets	S & B	SPECIAL			1			5					10			16	\$2,499.95		
		6 Process data and develop project surfaces	S & B	SPECIAL						16			120		56			192	\$30,247.44		
		7 Electronic Format ASCII, Surface, Field Book, and AutoCAD Base File	S & B	SPECIAL			1			6			25		46		2	80	\$11,228.19		
		Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY )			0	0	5	0	0	37	0	0	145	450	0	118	0	4	759		\$115,661.98
	160	ROADWAY DESIGN																			
		Geometric Design - Trail geometrics and P&P Sheets (30)	S & B	BASIC			14					28			56	86			184	\$24,799.44	
		Grading Design - Typical Sections	S & B	BASIC			1					4			4	8			17	\$2,434.92	
		Grading Design - Corridor Model	S & B	BASIC			16					24			80	40			160	\$21,199.52	
		Grading Design - Determine Cut and Fill Quantities	S & B	BASIC			4					8			20		20		52	\$6,599.84	
		Plan Details to Supplement Std Shts	S & B	BASIC			4					12			24	60			100	\$12,739.76	
		Sub Total (160 - ROADWAY DESIGN)			0	0	39	0	0	0	0	76	0	0	184	194	20	0	513		\$67,773.48
	161	DRAINAGE																			
		Drainage Area Maps - determine and calculate	S & B	BASIC			2					8			24	40			74	\$8,989.84	
		Hydrologic data/discharge determination	S & B	BASIC			2					12							14	\$3,249.76	
		Hydraulic Computations	S & B	BASIC			2					12			40	24			78	\$9,409.76	
		FEMA floodway requirements	S & B	BASIC			1					16							17	\$3,874.68	
		Culv Design, Details & Layouts	S & B	BASIC			1					8			40	40			89	\$10,074.84	
		Outfall channel(s) outside ROW - analyze exist. or prop.	S & B	BASIC			1					8			12	24			45	\$5,854.84	
		Summary of Drainage Structure Quantities	S & B	BASIC			1					4			4	12			21	\$2,894.92	
		Storm Water Pollution Prevention Plan (SW3P)	S & B	BASIC			1					8			4	20			33	\$4,714.84	
		Sub Total (161 - DRAINAGE)			0	0	11	0	0	0	0	76	0	0	124	160	0	0	371		\$49,063.48

PROJECT: West Rail Trail PS&E  
CLIENT: CCRMA  
CONTRACT: GEC Contract  
CSJ: 0921-06-293  
COUNTY: Cameron  
S & B JOB NO.: U2716.221

09/14/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS															ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (I,II)	2-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	162	SIGNING, MARKINGS AND SIGNALIZATION																			
		Signing and Markings Layouts	S & B	BASIC			1					8				16			25	\$3,914.84	
		Summary of Small Signs Tabulation	S & B	BASIC			1					16				8			25	\$4,794.68	
		Sign Detail Sheets & Standards	S & B	BASIC			2					4				12			18	\$2,829.92	
		Intersection & Signalization (See ETSI Cost Proposal)	ETSI	BASIC															0	\$91,908.82	
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			0	0	4	0	0	0	0	28	0	0	0	36	0	0	68		\$103,448.26
	163	MISCELLANEOUS ROADWAY																			
		Traffic Control Plan	S & B	BASIC			2					2			40	40			84	\$8,999.96	
		Coordinate with & Prepare TCP layouts for TxDOT review	S & B	BASIC			2								2				4	\$720.00	
		Illumination Layouts	S & B	BASIC			2					16			80		120		218	\$22,949.68	
		Compute and Tabulate Quantities	S & B	BASIC			1					8			80		80		169	\$16,874.84	
		Special Utility Details (Water, Sanitary Sewer, etc.)	S & B	BASIC			1					40				40			81	\$13,874.20	
		Exhibits for Utility Agreements	S & B	SPECIAL			1					40							41	\$9,274.20	
		Estimates	S & B	BASIC			1					8			20				29	\$3,774.84	
		Specifications	S & B	BASIC			1					4			4				9	\$1,514.92	
		General Notes	S & B	BASIC			1					4			8				13	\$1,854.92	
		Prepare Construction Time Schedule	S & B	BASIC			1					4			16				21	\$2,534.92	
		Project Submittals 60%, 90%, 95% and 100%	S & B	BASIC			4					40			40				84	\$13,499.20	
		Assembly of Final Documents ( Graphic Files of Plan Sheets and Geopak Files )	S & B	BASIC			2					2			8	16			28	\$3,519.96	
		ADA/TDLR Coordination	S & B	SPECIAL			1					4			4				9	\$1,514.92	
		ADA Non-Standard Details	S & B	SPECIAL			1					4			4	16			25	\$3,354.92	
		TDLR Cost Justification/Comparisons	S & B	SPECIAL			1					16			16				33	\$5,234.68	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			0	0	22	0	0	0	0	192	0	0	322	112	200	0	848		\$109,496.16
	170	BRIDGE DESIGN																			
		Bridge Layout	S & B	BASIC			4				24	48				80			156	\$26,982.88	
		Foundation Details	S & B	BASIC			8				36	72				80			196	\$36,424.32	
		Bent Details	S & B	BASIC			4				24	48				48			124	\$23,302.88	
		Slab Details	S & B	BASIC			2				24	48				80			154	\$26,432.88	
		Bridge Class Culv Estimate & Quantities	S & B	BASIC			2				16					40			58	\$9,072.56	
		Bridge Class Culv Specifications	S & B	BASIC			2				4					4			10	\$1,990.64	
		Bridge Total Quantities and Cost Estimates (each bridge)	S & B	BASIC							2	4				4			10	\$1,850.24	
		Bridge Special Provisions and Specifications (each bridge)	S & B	BASIC							2					4			6	\$950.32	
		Sub Total (170 - BRIDGE DESIGN)			0	0	22	0	0	0	132	220	0	0	0	340	0	0	714		\$127,006.72

PROJECT: West Rail Trail PS&E  
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09/14/20

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS															ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer (I,II)	2-Man Survey Crew	Engineer in Training	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	164	GENERAL COORDINATION																			
		Project Manager (Proj Coord)(1 HRS/WK)	S & B	BASIC			24												24	\$6,600.00	
		Project Manager Weekly Meeting (Prog. Rpts)	S & B	BASIC			24												24	\$6,600.00	
		Proj. Meetings (DCC, 60%, 90%, 95% 100% Submittals)	S & B	BASIC			10				10	10			10			10	50	\$8,951.40	
		Prepare Proj. Meetings Notes	S & B	BASIC			2					4			16			16	38	\$3,849.92	
		Qualtiy Control - 4 Submittals	S & B	BASIC		32													32	\$7,999.68	
		Project Secretary /CLERICAL (1 hrs/week)	S & B	BASIC														24	24	\$1,560.00	
		Sub Total (164 - GENERAL COORDINATION )			0	32	60	0	0	0	10	14	0	0	26	0	0	50	192		\$35,561.00
	350	CONSTRUCTION PHASE SERVICES																			
		CONSTUCTION BIDDING	S & B	SPECIAL																	
		RFI'S/Addendums	S & B	SPECIAL			2					8			8		12		30	\$4,229.84	
		Pre Bid Conference	S & B	SPECIAL			4					4						2	10	\$2,129.92	
		Bid Opening	S & B	SPECIAL			2					4							6	\$1,449.92	
		Bid Tabulation/Recommendation of Award	S & B	SPECIAL			2					24			24			12	62	\$8,769.52	
		DURING CONSTUCTION	S & B	SPECIAL																	
		Attend Preconstruction Meeting	S & B	SPECIAL			4					4			4			2	14	\$2,469.92	
		Canal Bridge	S & B	SPECIAL																	
		Prestressed Concrete I Beams Design	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Prestressed Concrete I Beams Detail	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Bearing Pads	S & B	SPECIAL			1				2							1	4	\$830.32	
		Prestressed Concrete Layout	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Bridge Railing	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Drainage Bridge	S & B	SPECIAL																	
		Prestressed Concrete I Beams Design	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Prestressed Concrete I Beams Detail	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Bearing Pads	S & B	SPECIAL			1				2							1	4	\$830.32	
		Prestressed Concrete Layout	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Bridge Railing	S & B	SPECIAL			1				4							1	6	\$1,320.64	
		Sub Total (350 - CONSTRUCTION PHASE SERVICES)			0	0	24	0	0	0	36	44	0	0	36	0	12	26	178		\$31,274.88
		LABOR TOTALS																			\$758,883.28
		Total Hours	MULTIPLIER		0	32	199	4	0	49	178	658	165	450	708	1,004	232	82	3,761		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	110.00	214.99	245.16	224.98	169.73	150.87	85.00	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR )			79.53	66.28	72.91	49.05	29.17	57.00	65.00	59.65	45.00	40.00	22.54	30.49	26.51	17.23			
	160	NON LABOR																			
		Outside reproduction (12 Sets @ 300 Sheet Avg @ \$0.35 11X17 B/W)	S & B	SPECIAL																\$1,260.00	
		Travel - Mileage During Plan Development (6 Mtgs and Precon Mtg)	S & B	SPECIAL	Mileage per trip =	120		Trips =	7							Milage Rate (\$/mi.)=	\$ 0.540			\$453.60	
		Travel - Mileage During Plan Development (Survey)	S & B	SPECIAL	Mileage per trip =	350		Trips =	8							Milage Rate (\$/mi.)=	\$ 0.540			\$1,512.00	
		Travel - Mileage During Plan Development (Survey Daily at Site)	S & B	SPECIAL	Mileage per trip =	20		Trips =	32							Milage Rate (\$/mi.)=	\$ 0.540			\$345.60	
		Survey Crew Lodging including Taxes	S & B	SPECIAL		Nights=	40		Persons =	2						Lodging w taxes	\$ 120.000			\$9,600.00	
		Survey Crew Per Diem	S & B	SPECIAL		Days	40		Persons =	2						Meals	\$ 30.000			\$2,400.00	
		Environmental Field Supplies	S & B	SPECIAL		Days	40									Supplies	\$ 25.000			\$1,000.00	
		Travel to District Area Office- Mileage 5 Meetings	S & B	SPECIAL	Mileage per trip =	9		Trips =	5							Milage Rate (\$/mi.)=	\$ 0.540			\$24.30	
		Sub Total (F.C. 160)																			\$16,595.50
		NON LABOR TOTAL																		\$16,595.50	
		BASIC SERVICE TOTAL																		\$581,683.22	
		SPECIAL SERVICE TOTAL																		\$193,795.56	
		PROJECT TOTAL																			\$775,478.78



## Exhibit D

### "FEE SCHEDULE" - WARRANT STUDIES' Along West Rail Trail: From IH 69E to Palm Boulevard

Ergonomic Transportation Solutions, Inc.

WARRANT STUDIES			MANHOURS				
			Project Manager	Traffic Engineer III	CADD Operator	Administrative Assistant	Total
TASK							
1	Collect Data and Conduct Field Investigations		6	50	6		62
2	Assess Collected Data		4	20			24
3	Accident Analysis		6	26	6		38
4	Collision Diagram		2	4	12		18
5	Intersection Exhibits		2	6	12		20
6	Signal Warrant Analysis		16	64	16		96
7	Photo Album			2	10	6	18
8	Recommendations		8	8			16
9	Traffic Signal Warrant Study Report		6	24	10	8	48
	<b>Subtotal</b>		<b>50</b>	<b>204</b>	<b>72</b>	<b>14</b>	<b>340</b>

<b>Total Sheets/Labor Hours</b>		<b>50</b>	<b>204</b>	<b>72</b>	<b>14</b>	<b>340</b>
Contract Rates		\$ 221.07	\$ 127.12	\$ 71.85	\$ 60.79	
<b>Total Costs</b>		<b>\$ 11,053.50</b>	<b>\$ 25,932.48</b>	<b>\$ 5,173.20</b>	<b>\$ 851.06</b>	<b>\$ 43,010.24</b>

#### EXPENSES

Lodging	(2 people)(2 nights)(\$96/night)	\$ 384.00
Meals	(2 people)(3 days)(\$36/day)	\$ 216.00
Rental Car	(3 days)(\$60/day)	\$ 180.00
Rental Car Fuel	(3 days)(\$30/day)	\$ 90.00
Airfare	(2 people)(\$600/ea)(1 trip)	\$ 1,200.00
		\$ -
<b>Total Expenses</b>		<b>\$ 2,070.00</b>

**ETSI Total Cost** **\$ 45,080.24**

## Exhibit D

### "FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN Along West Rail Trail: From IH 69E to Palm Boulevard

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL DESIGN			MANHOURS						
			No. of sheets (estimated)	Project Manager	Senior Traffic Engineer	Traffic Engineer III	CADD Operator	Administrative Assistant	Total
TASK									
	1	General Notes	n/a		2	2		6	10
	2	Basis of Estimate	1	2	6	12	8		28
	3	Condition Diagram	4	8	12	36	26		82
	4	Proposed Signal Plan Layout	4	32	48	136	106		322
	5	Signal Phasing/Timing	n/a	2	4	10	6		22
	6	Electrical Schedules	4	12	16	48	32		108
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	4	6	16	10		36
	8	Standard Sheets List	14	4	4	10	6		24
	9	Specifications and Cost Estimate	n/a	6	8	20	20		54
	10	Coordination and Meetings	n/a	24					24
		Subtotal	27	94	106	290	214	6	710

<b>Total Sheets/Labor Hours</b>	<b>27</b>	<b>94</b>	<b>106</b>	<b>290</b>	<b>214</b>	<b>6</b>	<b>710</b>
Contract Rates		\$ 221.07	\$ 165.80	\$ 127.12	\$ 71.85	\$ 60.79	
<b>Total Labor Costs</b>		<b>\$ 20,780.58</b>	<b>\$ 17,574.80</b>	<b>\$ 36,864.80</b>	<b>\$ 15,375.90</b>	<b>\$ 364.74</b>	<b>\$ 90,960.82</b>

#### EXPENSES

Lodging	(1 person)(1 night)(\$96/night)	\$ 96.00
Meals	(1 person)(2 days)(\$36/day)	\$ 72.00
Rental Car	(2 days)(\$60/day)	\$ 120.00
Rental Car Fuel	(2 days)(\$30/day)	\$ 60.00
Airfare	(1 person)(\$600/ea)(1 trip)	\$ 600.00

**Total Expenses** **\$ 948.00**

**ETSI Total Cost** **\$ 91,908.82**

# Exhibit D Cost Proposal



## Geotechnical Engineering, Report & Summary

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

West Rail Trail Project  S&B Infrastructure, LTD			Client:	MANHOURS					Total
				Senior Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	Engineering Tech (Construction Inspector)	Sr CADD Operator / GIS Operator	
TASK									
	1A	Project Management and Review - Field Operation Oversight			4				4
	2A	Boring Locates and Utility Clearance				4			4
	3A	Field Exploration - Field Logging for Soil Borings				64			64
	4A	Lab Analysis of Soil Borings - Assignments, Soil Logs, Soil Summ, Soil Classific.				34			34
	1	Foundation Capacity Curves for Deep Foundations (Bridge) (Wincore)		4	24				28
	2	Pavement Subgrade Stabilization Analysis & Recommendations		4	10				14
	3	Flexible Pavement Design (Using USACE or FPS 21Methods)		8	60				68
	4	Pavement Material Recommendations		4	10				14
	5	Pavement Design Report (including Geo Report)	4	8	20		8	8	48
	6	Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.	4	2	2			2	10

### LINE ITEM EXPENSES

Printing Reproduction (N/A - Electronic Submittal Only)

\$ -

\*L&G Consulting Engineers, Inc. (Sub-Total for Geo. Field & Lab Services)

\$ 65,216.40

\* - (Please see page 2, for detailed estimates of testing)

**Total Expenses**

**\$ 65,216.40**

**L&G Total Cost**

**\$ 101,233.28**

**EXHIBIT D**  
**Geotechnical Field and Laboratory Services**  
**West Rail Trail Project**  
**Prepared for S&B Infrastructure, LTD**

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
<b>I.</b>	<b>Project Management / Review</b>					
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>					
	B. Mileage		Mile	80	\$ 0.54	\$ 43.20
<b>III.</b>	<b>Field Exploration</b>					
A	Mobilization/Demobilization (Drill Rig)		Mile	640	\$ 5.00	\$ 3,200.00
B	Field Exploration					
	1. Soil Boring/Rock Coring w TCP (< 60 ft.)		LF	240	\$ 36.00	\$ 8,640.00
	1. Soil Boring/Rock Coring w SPT		LF	300	\$ 32.00	\$ 9,600.00
	1A. Backfilling Boreholes Bentonite Plug		LF	540	\$ 10.00	\$ 5,400.00
	3. Supp. Vehicle-Trailer, Tools Water Supply		Mile	640	\$ 0.54	\$ 345.60
	4. Vehicle Charge		Mile	640	\$ 0.54	\$ 345.60
	5. Traffic Control Services (Small Project)		Day	4	\$ 1,375.00	\$ 5,500.00
C	Miscellaneous Field Services					
<b>IV.</b>	<b>Engineering Data Analysis / Report</b>					
	3. Prep Soil for Testing (Tex-101-E)		Ea.	88	\$ 70.00	\$ 6,160.00
	4. Moisture Content (Tex-103-E)		Ea.	108	\$ 14.00	\$ 1,512.00
	5a. Liquid Limit (Tex-104-E)		Ea.	84	\$ 40.00	\$ 3,360.00
	5b. Plastic Limit (Tex-105-E)		Ea.	84	\$ 40.00	\$ 3,360.00
	5c. Plasticity Index (Tex-106-E)		Ea.	84	\$ 50.00	\$ 4,200.00
	6. Sieve Analysis (w/ Hyd) (Tex-110-E)		Ea.	4	\$ 95.00	\$ 380.00
	7. -200 Determination (Tex-111-E)		Ea.	84	\$ 40.00	\$ 3,360.00
	8. Soils Sulfate Content (Tex-145-E)		Ea.	34	\$ 90.00	\$ 3,060.00
	9. Lime Series Testing (Tex-121-E - Part 3)		Ea.	15	\$ 450.00	\$ 6,750.00
<b>Project Sub-Total (Geo Field and Lab)</b>						<b>\$ 65,216.40</b>

**2-P    CONSIDERATION AND APPROVAL TO TERMINATE THE ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE INDIANA ROAD PROJECT BASED ON REQUEST FROM THE CITY OF BROWNSVILLE.**

*Noel Bernal*  
*City Manager*



August 3, 2020

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

**SUBJECT: Indiana Road Project**

Dear Mr. Sepulveda:

The City of Brownsville hereby requests to suspend the project development for the proposed Indiana Road project and redirect \$2.81 Million of CAT 7 funds from this project to the West Rail Trail Project. As we continue to re-evaluate the transportation needs of the City of Brownsville and surrounding area, the Indiana Road Project has become less of a priority. We respectfully request the CCRMA notify the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and place this project in the Illustrative Listing in their Metropolitan Transportation Plan (MTP), which will reflect as unfunded, once there is confirmation that all the CAT 7 funding can be redirected to the West Rail Trail Blvd Project.

If you have any questions, please contact Mr. Joel Garza, Mobility Director at (956) 574-6680, or via email [joel.garza@cob.us](mailto:joel.garza@cob.us)

Sincerely,

Noel Bernal, ICMA-CM  
 City Manager

**City of Brownsville, Texas**

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

**2-Q    CONSIDERATION AND APPROVAL TO CEASE NEGOTIATIONS WITH HALFF ASSOCIATES, INC. FOR DEVELOPMENT OF INDIANA AVENUE BASED ON THE REQUEST FROM THE CITY OF BROWNSVILLE.**

*Noel Bernal*  
*City Manager*



August 3, 2020

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

**SUBJECT: Indiana Road Project**

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If you have any questions, please contact Mr. Joel Garza, Mobility Director at (956) 574-6680, or via email [joel.garza@cob.us](mailto:joel.garza@cob.us)

Sincerely,

Noel Bernal, ICMA-CM  
 City Manager

**City of Brownsville, Texas**

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



**2-R    CONSIDERATION AND APPROVAL TO SELECT NOT TO PARTICIPATE IN THE  
SOCIAL SECURITY TAX DEFERRAL PROGRAM.**

**2-S      CONSIDERATION AND APPROVAL OF AMENDMENT TO THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY PERSONNEL POLICIES AND PROCEDURES.**

**FIRST AMENDMENT TO THE PERSONNEL POLICY MANUAL OF THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

**WHEREAS**, the Board of Directors of the Cameron County Regional Mobility Authority (the “CCRMA”) adopted the CCRMA’s Personnel Policy Manual on September 13, 2019; and,

**WHEREAS**, the CCRMA wishes to make certain amendments to the Personnel Policy Manual and to have the Personnel Policy Manual otherwise continue in full force and effect;

**NOW, THEREFORE**, this First Amendment to the Personnel Policy Manual consists of the following amendments, effective as of September 17, 2020:

1. Chapter 30 of the Personnel Policy Manual shall be amended in its entirety to state, as follows:

**“CHAPTER 30. INTENTIONALLY DELETED.”**

2. Chapter 32, Paragraph A of the Personnel Policy Manual shall be amended to state, as follows:

“A. The CCRMA shall allow its employees the ability to donate accrued vacation time/sick leave for the benefit of another employee as sick leave as specified in this Policy, if the receiving employee’s leave balances have been exhausted.”

3. Chapter 33 of the Personnel Policy Manual shall be amended in its entirety to state, as follows:

**“CHAPTER 33. PAID TIME OFF: BEREAVEMENT LEAVE PURPOSES**

- A. Notwithstanding any other provision of this Policy, a full-time employee, who is no longer on probation as a newly hired or rehired employee, may be allowed to use up to three (3) days of vacation time or sick leave for bereavement leave purposes within any given fiscal year in connection with the death of a member of the employee’s immediate or extended family subject to the provisions of this Policy. This option shall apply only to full-time employees.
- B. “Immediate family” for purposes of leave under this Chapter is defined as spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandson, granddaughter, great grandparents, and great grandchildren. “Extended family” for purposes of leave under this Chapter is defined as uncles, aunts, nephews, nieces, first cousins, and any blood relative who actually resides in the household of the employee and who was dependent on the employee for support.

- C. Leave under this Chapter shall include travel time to and from, and attendance of, funeral services, funeral rites, and any religious services or rites or gatherings associated with the death of an immediate or extended family member.
- D. Leave under this Chapter shall not extend to the care of a sick or disabled family member, nor shall it apply to generalized grief over the death of a family member. In such circumstances, other types of leave may be considered.
- E. INTENTIONALLY DELETED.
- F. Leave taken under this Chapter shall be charged to the employee's vacation time or sick leave. Notwithstanding any other provision of this Policy, a full-time employee shall generally not be entitled to paid leave under this Chapter if such employee has insufficient vacation time or sick leave to fund the such leave."

ADOPTED by the Board of Directors of the Cameron County Regional Mobility Authority on this 17th day of September 2020.

**ATTESTED BY:**

\_\_\_\_\_  
Frank Parker, Jr., Chairman of the Board

\_\_\_\_\_  
Arturo A. Nelson, Secretary

**2-T    CONSIDERATION AND APPROVAL OF AMENDMENT TO CCRMA PROCUREMENT  
POLICY**

**FIRST AMENDMENT TO THE POLICIES AND PROCEDURES GOVERNING  
PROCUREMENT OF GOODS AND SERVICES OF THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

**WHEREAS**, the Board of Directors of the Cameron County Regional Mobility Authority (the “Authority”) adopted the current version of the Authority’s Policies and Procedures Governing Procurement of Goods and Services (the “Procurement Policy”) on May 17, 2018; and,

**WHEREAS**, the Authority wishes to amend the Procurement Policy and to have the Procurement Policy otherwise continue in full force and effect;

**NOW, THEREFORE**, this First Amendment to the Procurement Policy consists of the following amendment, effective as of September 17, 2020:

1. Section 7 of the Procurement Policy shall be amended to add the following subsection:

“7.7 Discretionary Exemptions. A contract to purchase general goods or services that may be exempted under TEX. LOCAL GOV’T CODE § 262.024 from competitive bidding or competitive proposal requirements otherwise made applicable to a County by the County Purchasing Act may be exempted from competitive bidding or competitive proposal requirements otherwise established by the Procurement Policy if the Board of Directors exempts the contract by motion or resolution. Such exemptions shall include, but not be limited to, electric power, gas, water, and other utility services.”

ADOPTED by the Board of Directors of the Cameron County Regional Mobility Authority on this 17th day of September 2020.

**ATTESTED BY:**

\_\_\_\_\_  
Frank Parker, Jr., Chairman of the Board

\_\_\_\_\_  
Arturo A. Nelson, Secretary

**2-U    CONSIDERATION AND APPROVAL TO AWARD CONTRACT TO SPECTRUM  
ENTERPRISE FOR POINT TO POINT CONNECTION FOR THE SH 550 TOLL  
ROAD.**

For CAMERON COUNTY  
REGIONAL MOBILITY  
AUTHORITY

# Communications solutions proposal

**Prepared by:**

**Francisco Castillo**

MAM - Major Account Manager



The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law. If you and/or your agents or representative make any unauthorized disclosure, Charter shall be entitled to revoke this proposal, terminate any associated agreement without liability and to seek damages and/or injunctive relief arising from such unauthorized disclosure. This proposal is an estimate for discussion purposes only and is not intended to give rise to binding obligations for either party.



## Table of contents

Introduction .....	2
Company Overview .....	3
Proposed services .....	4
Proposed pricing.....	5

## Introduction

Thank you for considering Spectrum Enterprise for your communications technology needs. This proposal outlines a solution that addresses the needs and requirements we have discussed. It also provides an overview of our service delivery process and other relevant information.

I will schedule a time to review the details of this proposal with you, however, please contact me in the meantime with any questions.

I look forward to speaking with you soon about how we can partner to help you achieve your goals.

Regards,

Francisco Castillo  
MAM - Major Account Manager

**Office:** 210-722-8082  
**Cell:** 210-722-8082  
**Email:** francisco.castillo@charter.com



## Company Overview

Technology unlocks powerful opportunities for business success. With competition at an all-time high, you need technology that doesn't just keep up, but puts you ahead.

Spectrum Enterprise, a part of Fortune 100 company Charter Communications, provides the digital infrastructure your business needs to drive success. Our secure and scalable technology portfolio includes wide area network (WAN), Internet, managed services, voice and TV solutions.

### Technology and expertise that exceeds expectations

<b>Dense fiber reach nationwide</b>	<ul style="list-style-type: none"><li>• 32 metros across 41 states</li><li>• 217,000+ fiber-lit buildings</li><li>• 230,000+ fiber-route miles</li></ul>
<b>Deep expertise</b>	<ul style="list-style-type: none"><li>• Fiber and IT infrastructure solutions</li><li>• Over two times more active MEF-certified professionals than all other top Ethernet providers combined</li></ul>
<b>Committed to delivering quality experiences</b>	<ul style="list-style-type: none"><li>• One team = one experience</li><li>• Unparalleled service level agreements (SLAs)</li><li>• Self-service portals</li><li>• Network Operations Center</li></ul>
<b>Recognized for solution and service excellence</b>	<ul style="list-style-type: none"><li>• Ranked #1 for 'Ease of doing business' by ATLANTIC-ACM</li><li>• INTERNET TELEPHONY 2018 Unified Communications Excellence award</li><li>• MEF 2018 award-winner</li><li>• TMC 2019 SD-WAN Implementation award-winner</li></ul>

### The right partner for your digital journey

Spectrum Enterprise has invested over \$2 billion to support client progress, and we continue to add over 50 fiber-lit buildings to our network every day. Our goal is to increase client access to our national fiber network. We are doing that by absorbing the costs of fiber construction for the majority of enterprise buildings within our footprint.

We're committed to ensuring an exceptional client experience, and we put the needs of our clients at the center of everything we do.

We invite you to join use as we turn the promise of digital technology into progress.



## Proposed services



**Ethernet Services** - Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more active MEF-certified professionals than all top Ethernet providers combined. Simplify your wide area network (WAN) infrastructure for secure, seamless collaboration. Cost effectively connect your locations with simple, flat-rate pricing.

Certain features subject to availability. Please consult with your sales representative for details.

Proposed pricing		
Proposal#: 12092189	Proposed pricing good until: 10/10/2020 12:00:00 AM	
Account Executive: Francisco Castillo		
Telephone: 210-722-8082	Ext:	Fax:
Email: francisco.castillo@charter.com		
Customer information:		
Authorized contact:	Contact phone:	Contact fax:
Adrian Rincones>> GONE	(956) 621-5571	

**New and revised services and monthly charges at: 104 N Lynnwood Trl , Cedar Park TX 78613**

Product	Quantity	Sales price	Contract term	Bandwidth	Monthly price
Spoke (Fiber)	1	\$0.00	36 Months		\$0.00
EPL Metro/Regional Intra - 20 Mbps (Fiber)	1	\$338.00	36 Months		\$338.00
Total*:			\$338.00		
*Prices do not include taxes, surcharges, and/or fees					

**New and revised services and monthly charges at: 2129 Fm 511 , Brownsville TX 78526**

Product	Quantity	Sales price	Contract term	Bandwidth	Monthly price
EPL - HUB (Fiber)	1	\$0.00	36 Months		\$0.00
EPL Metro/Regional Intra - 20 Mbps (Fiber)	1	\$338.00	36 Months		\$338.00
Total*:			\$338.00		
*Prices do not include taxes, surcharges, and/or fees					

**One-time charges at: 2129 Fm 511 , Brownsville TX 78526**

Product	Quantity	Sales price	Price
Ethernet Installation (Fiber)	1	0	0
Total*:		\$0.00	
*Prices do not include taxes, surcharges, and/or fees			

**One-time charges at: 104 N Lynnwood Trl , Cedar Park TX 78613**

Product	Quantity	Sales price	Price
Ethernet Installation (Fiber)	1	0	0
Total*:		\$0.00	
*Prices do not include taxes, surcharges, and/or fees			







**2-V    CONSIDERATION AND ADOPTION OF RESOLUTION PROVIDING  
APPROVAL FOR CCRMA STAFF TO SOLICIT AND NEGOTIATE RATES  
WITH ENERGY PROVIDERS.**

**RESOLUTION NO. \_\_\_\_\_****RESOLUTION APPROVING THE AUTHORITY'S STAFF TO  
SOLICIT AND NEGOTIATE RATES WITH ENERGY PROVIDERS**

**WHEREAS**, the Board of Directors of the Cameron County Regional Mobility Authority (the "Authority") amended the Authority's Policies and Procedures Governing Procurement of Goods and Services (the "Procurement Policy") to authorize discretionary exemptions from competitive bidding or competitive proposal requirements; and,

**WHEREAS**, the Authority's Staff wish to solicit and negotiate rates with energy providers; and,

**WHEREAS**, the Authority believes that such solicitation and negotiation may be exempted from competitive bidding and competitive proposal requirements pursuant to Section 7.7 of the Procurement Policy;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Cameron County Regional Mobility Authority, as follows:

1. That, this Resolution constitutes a resolution described by Section 7.7 of the Procurement Policy providing the Authority's staff with a discretionary exemption from competitive bidding and competitive proposal requirements to proceed with soliciting and negotiating rates with the Authority's energy providers.
2. Further that, the Authority's staff is authorized to proceed in accordance with this Resolution and to report back to the Board at the appropriate time for any further review or action by the Board on the referenced matter."

ADOPTED by the Board of Directors of the Cameron County Regional Mobility Authority on this 17th day of September 2020.

**ATTESTED BY:**

\_\_\_\_\_  
Frank Parker, Jr., Chairman of the Board

\_\_\_\_\_  
Arturo A. Nelson, Secretary