THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 01st day of April 2021, there was conducted a Special 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

AL VILLARREAL
DIRECTOR

ARTURO A. NELSON
DIRECTOR

MICHAEL SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

DR, MARIA VILLEGAS, M.D.
DIRECTOR

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 26th day of March 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Acknowledgement of Claims.

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

Secretary Nelson moved to acknowledge the Claims as presented. The motion was seconded by Vice Chairman Scaief and carried unanimously:

The Claims are as follows:

2-B Approval of Claims

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

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

The Claims are as follows:

2-C Consideration and Authorization to Both award Bid Number 2021-001 for the Cameron County Parks Administration building to the lowest responsible bidder as recommended by the Cameron County Regional Mobility Authority's Consultant and Approve the Contract between the lowest responsible bidder and the Cameron County Regional Mobility Authority.

Staff recommended that the item be tabled.

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

---

2 -D Consideration and Approval of Work Authorization No. 24 with S&B infrastructure for the Flor de Mayo International Bridge Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for this work authorization. Mr. Sepulveda mentioned that Cameron County had funded this work authorization and thus, recommended approval.

Director Esparza moved to approve Work Authorization No. 24 with S&B Infrastructure. The motion was seconded by Treasurer Villarreal and carried unanimously.

2 E Consideration and Approval of an Agreement between Cameron County Regional Mobility Authority and JWH & Associates regarding the Flor de Mayo International Bridge Project.

Mr. Pete Sepulveda, Jr., went over the purpose and need of the Agreement.

Secretary Nelson moved to approve the Agreement between the CCRMA and JWH for the Flor de Mayo International Bridge project. The motion was seconded by Vice Chairman Scaief and carried

unanimously.

The Agreement is as follows:

2 – F Consideration and Approval of Work Authorization No. 25 with S&B Infrastructure for the Mountain Bike Trail Project for Cameron County.

Mr. Pete Sepulveda, Jr., explained the need for the Work Authorization. Mr. Sepulveda further stated that funding is from Cameron County.

Director Garza moved to approve Work Authorization No. 25 with S&B Infrastructure. The motion was seconded by Treasurer Villarreal and carried unanimously.

2 – G Consideration and Approval of Second Amendment to the Cameron County Regional Mobility Authority Personnel Policies and Procedures.

Mr. Pete Sepulveda, Jr., explained to the Board that the need for the Amendment to the Personnel Policies.

Vice Chairman Scaief moved to approve the Second Amendment to the Cameron County Regional mobility Authority's personnel Policies and Procedures. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Treasurer Villarreal and carried unanimously the meeting was **ADJOURNED** at 12:14 P.M.

APPROVED this 26th **day of** April **2021.**

CHAIRMAN FRANK PARKER, JR.

ATTESTED:
ARTURO A. NELSON, SECRETARY

POSTED ON WEB
March 26, 2021
At 11:05 A.M.

RMA
CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

IMPROVING MORE THAN JUST ROADS

AGENDA
Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
April 01, 2021
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., 986 5720 4997 PASSWORD: 498204. YOU MUST SUBMIT YOUR REQUEST NO LATER THAN 11:15 A.M. ELECTRONICALLY TO 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. **Acknowledgement of Claims.**

   B. **Approval of Claims.**

   C. **Consideration and Authorization to Both Award Bid Number 2021-001 for the Cameron County Parks Administration Building to the lowest responsible bidder as recommended by the Cameron County Regional Mobility Authority's Consultant and Approve the Contract between the lowest responsible bidder and the Cameron County Regional Mobility Authority.**

   D. **Consideration and Approval of Work Authorization No. 24 with S&B Infrastructure for the Flor de Mayo International Bridge Project.**

E. **Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and JWH & Associates regarding the Flor de Mayo International Bridge Project.**

F. **Consideration and Approval of Work Authorization No. 25 with S&B Infrastructure for the Mountain Bike Trail Project for Cameron County.**

G. **Consideration and Approval of Second Amendment to the Cameron County Regional Mobility Authority Personnel Policies and Procedures.**

ADJOURNMENT:

Signed this 26th day of March 2021.

Frank Parker, Jr.
Chairman

2-A ACKNOWLEDGEMENT OF CLAIMS.

DocuSign Envelope ID: D04C84F8-482B-43F5-8000-A2E7DB076C28

Claims for Acknowledgement

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims March 26, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gexa Energy, LP	32534778	29.18	GEXA March 2021 Ste 6	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	37	12,000.00	Pathfinder Consulting services Jan 2021- Replacement check for voided check# 20526 on 2.16.21	Indirect	Y	Local	Ope
Smith-Reagan & Associates, Inc DBA Smith-Reagan Insurance	72177035 5.14.21	125.00	CNA Surety Alonzo A Villarreal 5.14.21	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	834	620.00	Rentfro & Irwin legal services Feb 2021	Indirect	Y	Local	Ope
TML Health Benefits Pool	1212104A	6,411.83	TML Health Benefits Apr 2021	Indirect	Y	Local	Ope
		19,186.01					

DocuSign Envelope ID: D04C84F8-482B-43F5-8000-A2E7DB076C28

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
FRANCISCO J SANMIGUEL	Travel FSM 3.23.21	1,294.90	Travel Expense Report FSM Oct-Dec 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	32508678	418.26	GEXA Feb 20211895 FM 511 #1	Indirect	Y	Local	Tolls
Professional Account Management, LLC	PAM Jaime Brito 3/21	296.91	PAM Jaime Brito 3.15.21	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Mar 2021	201.23	PUB 588837 Mar 2021	Port Spur - SH550	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	834	580.00	Rentfro & Irwin legal services Feb 2021	Indirect	Y	Local	Tolls
TML Health Benefits Pool	1212104A	6,846.36	TML Health Benefits Apr 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	37417483	296.86	Toshiba Tolls Mar 2021	Indirect	Y	Local	Tolls
		9,934.52					

Operations	$	19,186.01
Tolls		9,934.52
Total Transfer	$	29,120.53

Reviwed by:

Monica R. Ibarra, Accounting Clerk — Monica R Ibarra 3.26.21

Victor J. Barron, Controller — Victor J. Barron 3.26.21

Pete Sepulveda Jr, Executive Director — DocuSigned by: P.S. 1A02BEDAEE0C45A... 3/26/2021

DocuSign Envelope ID: D89C1FB3-EAA2-457C-9373-A453FAE83A28

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Wire Transfer Request

To: Pete Sepulveda

From: Monica R Ibarra MRI

Date: 3/25/2021

Re: Wire Transfer

Date	Vendor	Description	Invoice Number	Funding Source	To	Amount
3/25/2021	S&B Infrastructure , LTD	SH 550 Gap II WA:4 Jan- Feb 2021	U2716.400-05	Operations	Claims	107,893.61
						$ 107,893.61

DocuSigned by:
Victor Barron 3/25/2021
011FAAF829A74BA...
Victor J. Barron, Controller

DocuSigned by:
PJS
1A92BEDAEE9C45A...
3/25/2021
Pete Sepulveda, Jr. Executive Director

2-B APPROVAL OF CLAIMS

DocuSign Envelope ID: 00859D39-A0FB-4A4C-8445-FCEBD84EB08C

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims April 1, 2021

100 Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
City of Brownsville Finance Department	COB Indiana Rd- AFA Reimbursement	61,660.19	Reimbursement to COB for cancelled AFA Indiana Rd	Indiana Road - COB	Y	Local	Ope
		61,660.19					
	Oper Interlocal	61,660.19					
	Total Transfer	$ 61,660.19					

Reviwed by:

Victor J. Barron, Controller — DocuSigned by: Victor Barron 011FAAF829A74BA... 3/26/2021

Pete Sepulveda Jr, Executive Director — DocuSigned by: Pete Sepulveda, Jr 1A92BEDAEE9C45A... 3/26/2021

2-C CONSIDERATION AND AUTHORIZATION TO BOTH AWARD BID NUMBER 2021-001 FOR THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING TO THE LOWEST RESPONSIBLE BIDDER AS RECOMMENDED BY THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S CONSULTANT AND APPROVE THE CONTRACT BETWEEN THE LOWEST RESPONSIBLE BIDDER AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY. (TABLED)

2-D CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 24 WITH S&B INFRASTRUCTURE FOR THE FLOR DE MAYO INTERNATIONAL BRIDGE PROJECT.

WORK AUTHORIZATION NO. 24

This Work Authorization is made as of this 1st day of April, 2021, 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 documents and support services for the Flor de Mayo Presidential Permit Application in Cameron County.***

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit 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 $158,476.72 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: 04.06.21

S&B INFRASTRUCTURE, LTD.

By: _____
Daniel O. Rios, PE, President

Date: April 6, 2021

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

EXHIBIT A
Authority's Responsibilities

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

GENERAL

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

(1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

(4) Feasibility Studies already performed for Cameron County.

EXHIBIT B
Services to be Provided by the Engineer

GENERAL DESCRIPTION
For this work authorization, **Engineer** shall perform activities associated with preparing the application for an **International Presidential Bridge Permit for the Flor de Mayo Port of Entry (PROJECT)*, Cameron County, Texas***.

The Project will be located at Flor de Mayo, off of U.S. Route 281 (US 281) in west Brownsville, about 8 river miles upstream from the B&M Express International Bridge and 35.6 river miles downstream from the Los Indios Free Trade International Bridge. The Project's location on the U.S. side of the border is south of the US 281/Farm-to-Market Road 3248 (FM 3248) intersection, also known as Alton Gloor Boulevard. Its location on the Mexican side of the border is just north of Mexican Federal Highway 2 (MEX 2), north of the colony Las Rusias of the City of Matamoros, Tamaulipas. The new international facility will provide access to US 281 and MEX 2, allowing travelers to avoid congested urban areas on both sides on the U.S./México border.

PROJECT MANAGEMENT

The **Engineer** shall proactively manage the development of the Project as follows:

Internal Project Management/Administration

1. **Internal Coordination –** The **Engineer's Project Manager** shall provide coordination for the development of Project progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control / quality assurance, internal project meetings and providing technical assistance.

2. **Initial and Progress Meetings –** The **Engineer** shall formally meet with the **Client** (3 meetings planned). The **Engineer** shall prepare minutes for each meeting and provide a copy to the **Client**. The purpose of the meetings is to update **Client** on the progress to date and upcoming key activities, including meetings and deliverables.

Coordination with U.S. Agencies (US General Services Administration, US Department of State, Customs and Border Protection.)

1. Perform coordination with Federal agencies (U.S. Department of State, U.S. Department of Homeland Security/Customs Border Protection, and General Services Administration (GSA); develop agendas and rosters, hand-outs and exhibits, conduct meetings thru teleconference, and document through final minutes. It is anticipated that one in –person meeting with Federal Agencies in Washington, D.C. will be conducted as part of the work. Other meetings will be conducted via teleconference. All meetings will be documented.

2. Bi-National Conference for Bridges & Border Crossings – The **Engineer** shall prepare 1 presentation for the Bi-National conference.

Deliverable(s): Minutes of Meetings; Bi-National Conference Power Point Presentation and Handouts if required.

APPLICATION DEVELOPMENT FOR THE INTERNATIONAL PRESIDENTIAL PERMIT

The **Engineer** shall prepare necessary supporting documentation based on the new Executive Order 13867 of April 10, 2019 which states the required application procedures. The **Engineer's** project approach would be as follows:

Identifying Information. Information identifying the entities and/or persons who will own and/or control the facilities (including details regarding place of incorporation or organization; ultimate ownership; ownership or control by any non-U.S. person; any special arrangements regarding control; and other relevant information). The application should specify any intention on the part of the applicant to transfer, sell, or assign to any other entity the facility or facilities for which approval is sought.

Description of Facility. A detailed description of the proposed facility or facilities (or proposed changes thereto) would include the following:

- Connections to major routes
- Existing routes in Mexico leading to the bridge
- Planned routes in Mexico leading to the bridge
- Existing routes in the US leading to the bridge
- Planned routes in the US leading to the bridge
- Location of toll collection facilities
- Border control facilities
- Impact on Businesses with respect to the Access to the bridge from the US & Mexico
- Other planned and existing roadways and bridges in the vicinity
- Size of bridge necessary at the location
- Ability to have fast track design
- Ability to have fast track construction
- Most cost-efficient

Construction Plan. A plan for construction of the facility or facilities, if applicable. The applicant should identify any specific problems anticipated in the development and construction of the facility or facilities along with an indication of how they might be resolved.

Traffic Information. Information about current and projected levels of international road traffic and a description of the road system that would serve the facility or facilities on each side of the border. The application should project the type and volume of traffic that the proposed border crossing will accommodate, as well as the effect that traffic would have on, and its compatibility with, the existing road system and nearby bridges and border crossings.

Financing. The estimated cost of the project, including, if applicable, inspection facilities and inspection agency staffing, and a concrete explanation of how the applicant will finance that cost, including, if applicable, the proposed toll structure.

Protected Areas. A list of all properties in the project area which are eligible for or entitled to protection under applicable law, for example, properties included in or potentially eligible for inclusion in the National Register of Historic Places.

Foreign Policy Interest. An explanation of why the applicant believes the proposed project would serve the foreign policy interests of the United States. This explanation may be supported by any reports, correspondence, or other material indicating the desirability and feasibility of the project.

Other U.S. Approvals. A list of all permits or approvals from U.S. federal, state, and local

agencies, if any, that the applicant believes are required in connection with the proposed project, and a description of what steps have been or will be taken to secure them.

Mexico Government Approvals. Information showing how the project fits with the Government of Mexico's development plans and priorities, and a description of all steps the applicant has taken or will take to secure the approval of local, state, and federal officials in Mexico. The applicant should indicate any known views of Mexican officials regarding the facility and describe general arrangements for financing, construction, and ownership of the Mexican portion of the facility. The applicant should attach copies of any agreements or understandings about these matters.

Upon development of the above documents the **Engineer** on behalf of the **CCRMA** would then submit the completed application to the Department of State (divided into PDF files of no more than 5 Mb each) by e-mail to WHAPresidentialpermits@state.gov.

Note:
TxDOT International Bridge Permit, USIBWC Permit, USCG Permit, Mexican Feasibility Study, Environmental reports, Geotechnical Report, Surveying, Environmental testing, investigation, and documentation of hazardous materials, and Permitting new facilities are not included in this scope of work.

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

1.	**Application Preparation**	**180 days**	**(6 Months)**
2.	**Department of State Review & Responses**	**120 days**	**(4 Months)**

Work Authorization Complete **January 31, 2022**

PROJECT: Flor de Mayo Presidential Permit Application

CLIENT: CCRMA

Exhibit D - Cost Proposal
Presidential Permit Application

COUNTY: Cameron

LUMP SUM

S&B JOB NO.: U2716.224

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
				Principal	Quality Manager	Project Manager	Engineer Structural	Env Manager	Engineer (IV)	GIS Manager	Senior CADD	Engineer in Training	Secretary	TOTAL		
Proposed Services																
PROJECT MANAGEMENT AND AGENCY COORDINATION																
	Internal Project Management/Administration															
1	Internal Coordination (Administration and Scheduling) (12 Months)	S & B	SPECIAL			10			12				12	34	$6,019.28	
2	Initial and Progress Meetings (4 Meetings)	S & B	SPECIAL			3			4				4	11	$1,914.76	
	Coordination with U.S. Agencies															
1	Perform coordination with Federal and State agencies; coordination, development of agendas and rosters, hand-outs and exhibits, conducting meetings, and documentation through final minutes (1 meetings in Washington and remainder by teleconference)	S & B	SPECIAL			16					4		4	24	$5,120.00	
2	Bi-National Conference for Bridges & Border Crossings (Virtual Meeting) - Prepare 1 PowerPoint presentations of project development and status as required.	S & B	SPECIAL			8			8		6		4	26	$4,809.52	
	Sub Total (Administration and Coordination)			0	0	37	0	0	24	0	10	0	24	95		$17,863.56
PRESIDENTIAL PERMIT - Executive Order 13867 of April 10, 2019																
	Data Collection of available Studies	S & B	SPECIAL			2	2		2		1			7	$1,570.20	
	Identifying Information	S & B	SPECIAL			2	4		4		4		1	15	$2,885.40	
	Description of Facility	S & B	SPECIAL			1	2		8		12		1	24	$3,869.84	
	Construction Action Plan															
	a. Identify status of securing permits and/or need for other permits.	S & B	SPECIAL			1	4		4					9	$2,085.40	
	b. Identify any issues that require resolution, and the proposed path to resolution.	S & B	SPECIAL			2	4		6					12	$2,775.28	
	Traffic Information - Prepare write up from previous studies	S & B	SPECIAL			2	4		6				2	14	$2,905.28	
	Financing Plan - Write up Technical Approach for Possible Financing Options	S & B	SPECIAL			12	12							24	$6,241.92	
	Protected Areas (Identify Areas of Concern)	S & B	SPECIAL			4		10	40		60			114	$18,147.60	
	Foreign Policy Information (Coordination with Subconsultant)	S & B	SPECIAL			6	8		8					22	$5,270.80	
	Foreign Policy Information (Write up Technical Approach with respect to Foreign Policy) - Subconsultant	ASI	SPECIAL												$48,000.00	
	Mexico Government Approvals (Coordination with Subconsultant)	S & B	SPECIAL			12	16		24					52	$12,201.12	
	Mexico Government Approvals (Obtain Mexican Letters of Support Coordinate with Mexican agencies)	CPI	SPECIAL												$18,000.00	
	Other US Approvals (Provide lists of remaining approvals)	S & B	SPECIAL			2	8		16					26	$5,830.32	
	Sub Total (Application Documentation)			0	0	46	64	10	118	0	77	0	4	319		$129,783.16

PROJECT: Flor de Mayo Presidential Permit Application

CLIENT: CCRMA

COUNTY: Cameron

S&B JOB NO.: U2716.224

Exhibit D - Cost Proposal
Presidential Permit Application
LUMP SUM

TASK CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
				Principal	Quality Manager	Project Manager	Engineer Structural	Env Manager	Engineer (IV)	GIS Manager	Senior CADD	Engineer in Training	Secretary	TOTAL		
	SUBTOTAL (LABOR)			0	0	83	64	10	142	0	87	0	28	414		$147,646.72
	Total Hours	MULTIPLIER		0	0	83	64	10	142	0	87	0	28	414		
	CONTRACT RATES: ($/MAN-HOUR)	3.7717		299.96	249.99	275.00	245.16	185.00	207.44	169.73	115.00	85.00	65.00			
	BASE RATES: ($/MAN-HOUR)			79.53	66.28	72.91	65.00	49.05	55.00	45.00	30.49	22.54	17.23			
NON LABOR																
	Environmental Invesitgations															
	Travel - Lodging	S & B (nl)	SPECIAL	Persons =	1	Nights =	2		Cost per Night=	$ 125.00					$250.00	
	Travel - Meals	S & B (nl)	SPECIAL	Persons =	1	Days =	4		Cost per Day =	$ 56.00					$224.00	
	Travel - Rental Car + Fuel	S & B (nl)	SPECIAL	Persons =	1	Days =	3		Rental / Gas per Day=	$ 90.00					$270.00	
	Historic Research Report														$350.00	
	US Agencies Meetings (1 meeting)															
	Travel - Lodging	S & B (nl)	SPECIAL	Persons =	2	Nights =	4		Cost per Night=	$ 258.00					$2,064.00	
	Travel - Meals	S & B (nl)	SPECIAL	Persons =	2	Days =	6		Cost per Day =	$ 76.00					$912.00	
	Travel - Airfare (McAllen-Washington)	S & B (nl)	SPECIAL	Persons =	2	Trips=	2		Airfare per Trip=	$ 1,600.00					$6,400.00	
	Travel - Rental Car + Fuel	S & B (nl)	SPECIAL			Days =	4		Rental / Gas per Day=	$ 90.00					$360.00	
	Bi-National Meetings (1 Virtual Meeting)															
	SUBTOTAL (NON-LABOR)															$10,830.00
															CONTRACT TOTAL	$158,476.72

2-E CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND JWH & ASSOCIATES REGARDING THE FLOR DE MAYO INTERNATIONAL BRIDGE PROJECT.

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
60 Davis Cup, Unit 109A, Pagosa Springs, Colorado 81147
956.793.3870 Cell Phone jhudson8@comcast.net Email

January 28, 2021

Mr. Pete Sepulveda
Executive Director
Cameron County Regional Mobility Authority
Rancho Viejo, Texas

Re: Professional Services Agreement for the development of a Presidential Permit Application for the proposed Flor De Mayo International Bridge

Dear Mr. Sepulveda,

The following scope of services is proposed to be provided by JWH & Associates, Inc. (ENGINEER) to the Cameron County Regional Mobility Authority (OWNER) for the development of a Presidential Permit Application for the proposed Flor De Mayo International Bridge, hereafter defined as the PROJECT.

Article 1

SCOPE OF SERVICES

The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated. Conditions for which professional services will be furnished under this contract shall be limited to the PROJECT, unless expanded in the manner set forth herein. The PROJECT is defined as "Presidential Permit Application for the proposed Flor De Mayo International Bridge Project".

GENERAL SCOPE OF BASIC SERVICES FOR THE PROJECT

1. Develop the application for a Presidential Permit for the proposed Flor De Mayo International Bridge based on the latest guideline adopted by the U. S. Department of State. The items initially described to be included within the Presidential Permit application are the following:

I. Define general Scope of Project
II. Existing International Bridges in Cameron County
III. Statutory Authority- Ownership of Bridge
IV. Cameron County General Description
    A. Economic Profile
    B. Employment statistics
    C. Retail Trade
    D. Border Manufacturing Plants
    E. International Transportation
    F. Agricultural
    G. Tourism/Recreation
    H. County Revenues/Expenses
V. International Bridge System
    A. Traffic History
    B. Revenue History
    C. Capacities
    D. Planned federal projects for expansion/upgrading
        1. Gateway Bridgeway Bridge
        2. Veterans Bridge
    E. B & M Bridge- A private ownership
VI. Proposed Project- Detail of facilities
    A. Location
    B. Land Area ownership
    C. Access Roadways
    D. Schematic design of land use for border station
    E. IBWC Levee System
    F. Federal Security Fence- "Border Wall"
    G. Proposed Mexican Project
VII. Justification
    A. Introduction
    B. National Interest
    C. Conclusion

VIII. Traffic Information
    A. JWH traffic projections
    B. C&M and Assoc. Origin and Destination Study
IX. Construction Plan and Financing
    A. Project cost
    B. Federal Facilities
    C. County Facilities
    D. Financing
    E. Funding Sources
    F. Schedule
X. Coordination with Mexico
    A. Support from Matamoros
    B. Support from State of Tamaulipas
    C. Support from SCT
XI. Support from U.S. Agencies/Approvals
XII. Protected Aras/Historical Survey
XIII. Environmental (preliminary scoping at this time)
    A. Coordination with USFWS and Tx. PWS
XIV. State of Texas Bridge Permit- Define when needed
    1. Texas Department of Transportation's Border Master Plan

Based on meetings with the various approving agencies, the items included within the outline above may further defined. It is anticipated the coordination and meetings with the U. S. Department of State, International Boundary and Water Commission, and other governmental agencies will be undertaken by the Cameron County Regional Mobility Authority.

Article 2

SPECIAL ENGINEERING SERVICES

The professional transportation engineering services set forth below are SPECIAL SERVICES. It is recognized that the elements of such scope of services cannot be accurately predetermined or controlled entirely by the ENGINEER. The ENGINEER will furnish SPECIAL SERVICES only when authorized by the OWNER.

A. Meetings with the various governmental agencies, as requested by the OWNER.

B. Additional meetings with Mexico involved in the approval process for the proposed International Bridge layout, approval process, and schedule.

C. Historical studies will be conducted by the Cameron County Regional Mobility Authority consultant or in-house.

D. An Environmental Assessment is not included within the scope of this agreement.

E. The State of Texas International Bridge permit is not included within the scope of this agreement but may be developed concurrently upon the direction of the Cameron County Regional Mobility Authority.

Article 3

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PROVIDED SERVICES

Cameron County Regional Mobility Authority shall provide coordination and support services for the PROJECT. Such services shall include the following:

A. Provide international bridge system historic data relative to vehicle crossings, toll rates, and operational costs. It is anticipated that the previous feasibility studies conducted by JWH and Associates, Inc. and C & M Associates will serve as the basis for the traffic projections, site layout, access, and cost estimates. Provide electronic file of the latest Cameron County Annual financial report.

B. Provide design support relative to graphics from the County's surveyor files relative to land ownership and graphics representing parameters of the site and facilities.

C. Provide coordination with agencies in Mexico.

D. Provide correspondence and coordination with Untied States agencies to include United States Department of State, International Boundary and Water Commission, U. S. Fish and Wildlife Service, Texas Department of Transportation, Department of Homeland Security and Customs and Border Protection.

E. The development of the Presidential Permit application is being done prior to an environmental assessment. Any necessary environment assessment items necessary for the application shall be undertaken by the Cameron County Regional Mobility Authority.

Article 4

COMPENSATION TO ENGINEER

Payment for services and the allocation of these payments shall be hourly as set forth on **Exhibit A.**

A. All payments for services to the **ENGINEER** shall be made to **JWH and ASSOCIATES, INC.** as payee.

B. All invoices for payments shall be due and payable 30 days after **OWNER** receives such invoice ("DUE DATE").

C. It is proposed that the compensation of the BASIC SERVICES is to be budgeted at Sixty-Four Thousand One Hundred and Sixty Dollars) ($64,160.00). Exhibit A defines the personnel for this PROJECT and hourly rates and expense rates used to develop the estimated budget cost for the PROJECT. **Exhibit B** is a

spreadsheet reflecting the personnel hours, fees estimated fee and expenses for the project.

C. Expenses will be invoiced on an actual cost basis, except where noted, and will be included on the monthly statement of services and expenses in accordance to those rates on **Exhibit A**. The estimate of expenses is shown on the **Exhibit B** Spreadsheet containing Description of Services and hours for each task. Each invoice shall reflect the hours of service, scope of such services and expenses for that month. Time sheets shall be included with each invoice.

Article 5

Ownership of Documents

All documents including drawings and specifications furnished by the Engineer pursuant to this agreement are instruments of his services in respect to the PROJECT and shall be provided to the owner at the end of the PROJECT.

Article 6

RELATIONSHIP OF THE PARTIES

The parties agree that the ENGINEER shall be an independent contractor with respect to its relationship to the OWNER under this AGREEMENT. By virtue of its entering into this AGREEMENT or performing any services under this AGREEMENT, the ENGINEER shall not be deemed to be a partner, agent, or attorney in fact of OWNER and ENGINEER shall have no fiduciary duties to OWNER in the performance of its rights and obligations under this AGREEMENT, whereas based on partnership, agency or other principles.

ARTICLE 7

ASSIGNMENT

Neither OWNER nor ENGINEER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Drafting services, field surveying and aerial surveying may be subcontracted by the ENGINEER.

Article 8

TERMINATION

A. Unless terminated in accordance with Section B (1) through B (3) and D below, this AGREEMENT shall continue in full force and effect until the final completion of all phases of the PROJECT.

B. The OWNER shall have the right to terminate this AGREEMENT upon the continuance of ENGINEER'S failure to do any of the following, after taking into account the cure period referred to in Section C below:

(1) Supply an adequate number of workers in relation to the services to be performed pursuant to Article 2 for the PROJECT.

(2) Materially comply with laws, ordinance, rules or regulations of a public authority having jurisdiction.

(3) Materially comply with the terms and provisions of this AGREEMENT.

(4) The owner shall have the right to increase or decrease the scope of the services at any time during this contract.

C. Notwithstanding the foregoing, ENGINEER shall have 30 days to cure any defaults under Section B above, after ENGINEER has received written notice of such default from OWNER. In the event that a breach is not capable of being cured within such 30-day period, ENGINEER shall have such time as is required to cure such default so long as ENGINEER is diligently and continuously exercising good faith efforts to cure the same.

D. Failure of OWNER to make payments to the ENGINEER in accordance with this AGREEMENT shall be considered a breach of this AGREEMENT and cause for termination of the AGREEMENT at ENGINEER's sole discretion.

ARTICLE 9

VENUE

Venue and jurisdiction of any suit, right of cause action arising under or in connection with this contract shall lie exclusively in Cameron County, Texas.

ARTICLE 10

LIABILITYLIMITATION AND INDEMNITY

The OWNER agrees that the ENGINEER'S professional liability for gross negligence and willful misconduct, or breach of warranty in the preparation of designs and drawings, the designation or selection of materials and equipment, the selection and supervision of PROJECT representatives and other personnel, or the performance of any other services in connection with any assignment for which written authorization is give by the OWNER shall in no event exceed the amount of the total compensation received by the ENGINEER for services rendered in connection with such authorized assignment.

ARTICLE 11

GENERAL

A. ***Counterparts.*** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. ***Captions.*** The ARTICLE headings used in this AGREEMENT are for convenience only and shall not be determinative in construing the meaning, effect or application of any ARTICLE or provision thereof.

C. ***Binding Effect.*** The rights and obligations set forth in this AGREEMENT shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective successors and permitted assigns.

D. ***Entire AGREEMENT; Superseding Effect.*** This AGREEMENT constitutes the entire agreement of the parties and their affiliates relating to the subject matters contained herein and supersedes all provisions and concepts contained in all prior contracts or agreements between the parties and/or any of their affiliates with respect to the subject matters contained herein, whether oral or written.

E. ***Severability.*** If any provision of this AGREEMENT or the application thereof shall be invalid, illegal or unenforceable to any extent and for any reason, the remainder of this AGREEMENT and the application of such remainder shall not be affected thereby and shall be enforced to the greatest extent permitted by Law.

F. ***Applicable Law.*** This AGREEMENT and the obligations of the parties hereto shall be governed by and interpreted in accordance with the law of the State of Texas, without regard to the principles of conflicts of law or other principle that might refer the governance or the construction of this AGREEMENT to the law of another jurisdiction.

G. ***Waiver.*** Except as otherwise provided in this AGREEMENT, no waiver by any party of any default by any other party in the performance of any provision, condition, covenant or requirement herein contained shall be deemed to be a waiver of, or in any manner release, such other party from performance of any other provision, condition, covenant or requirement herein contained; nor be deemed to be a waiver of, or in any manner a release of, such other party from future performance of the same provision, condition, covenant or requirement. Except as otherwise provided in this AGREEMENT, any delay or omission of any party in exercising any right hereunder shall not impair the exercise of any such right, or any like right, accruing to it thereafter.

H. ***Notices.*** Any notice, demand, request, consent or approval required or permitted to be given or made under this AGREEMENT shall be in writing and shall be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission. A notice, demand, request, consent or approval given under this AGREEMENT is effective on receipt by the person to receive it. All notices, demands, requests, consents and approvals to be sent to

a party hereto must be sent to or made at the address for each respective person set forth below:

ARTICLE 11

AUTHORIZATION

The ENGINEER shall be authorized to proceed with the proposed services for the PROJECT upon execution of this agreement.

If to the ENGINEER:

JWH AND ASSOCIATES, INC.
3014 Fairway Drive
Sugar Land, Texas 77478
Attention: John W. Hudson, Jr., P. E.
Phone: 956-793-3870
E-mail jhudson8@comcast.net

By: _____

Date: 3/31/2021

If to the OWNER:

Cameron County Regional Mobility Authority

Approved

By: _____

Title: Chairman

Date: 3/31/21

Exhibit A

JWH and Associates, Inc.
Billing Rate Table

Staff

Classifications	Billing Rate
Principal	$250.00
Engineer Associate	$150.00
CADD Technician	$75.00
Assistant	$50.00

Reimbursable Expenses Billing Rate

Parking	Actual cost
Printing	Actual cost
Mileage	0.55
Airfare	Actual cost
Rent Car	Actual cost
Lodging	Actual cost
Means (per diem)	$50.00/day
Subcontract services	Actual cost + 10%

Exhibit B

Spreadsheet for Estimated Fee and Expenses
Presidential Permit Application for the Proposed Flor De Mayo Bridge

01/26/21

Description of Services and Scope	Total Hours	Amount	Section Cost	Project Principal Hours	Associate Engineer Hours	Admin Hours
Section I-ntroduction/meeting Coordination						
Define scope of Project, Collection of data and reports	6	$ 1,500.00		6		
Description of Existing Bridges in Cameron County	6	$ 1,500.00		6		
Statutory authority of Cameron County	4	$ 1,000.00		4		
Contents of permit application	4	$ 1,000.00		4		
Graphics and Figures	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section I			**$ 6,400.00**			
Section II-Cameron County General Description						
Economic Profile	4	$ 1,000.00		4		
Employee Statistics	4	$ 1,000.00		4		
Retail Trade	2	$ 500.00		2		
Manufacturing plants	2	$ 500.00		2		
International Trasportation	6	$ 1,500.00		6		
Tourinsm/Recreation	4	$ 1,000.00		4		
County Revenues/Expenses	6	$ 1,500.00		6		
County Population and trends	6	$ 1,500.00		6		
Graphics and Tables	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section II			**$ 9,900.00**			
Section III-International Bridge System						
Traffic histroy	8	$ 2,000.00		8		
Revenue history	6	$ 1,500.00		6		
Capacities northbound/southbound	8	$ 2,000.00		8		
Planned federal projects Gateway/Veterans Bridges	6	$ 1,500.00		6		
Graphics and Tables	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section III			**$ 8,400.00**			
Section IV-Proposed Project						
Location	6	$ 1,500.00		6		
Land ownership	6	$ 1,500.00		6		
Access Roadways	6	$ 1,500.00		6		
Schematic of land use for border station	8	$ 2,000.00		8		
IBWC levee ssystem	4	$ 1,000.00		4		
Federal Security Fence/Border Wall Issues	4	$ 1,000.00		4		
Proposed Mexican Project/meeting with coordinator for Mexico	12	$ 3,000.00		12		
Graphics and Tables	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section IV			**$ 12,900.00**			
Section V-Justification						
Introduction	6	$ 1,500.00		6		
National Interest	6	$ 1,500.00		6		
Total Section V			**$ 3,000.00**			
Section VI-Traffic Information						
JWH traffic projections	6	$ 1,500.00		6		
C&M Associates orgin and Destination Study	6	$ 1,500.00		6		
C&M Associates traffic projections	6	$ 1,500.00		6		
Graphics and Tables	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section VI			**$ 5,900.00**			
Section VII-Construction Plan and Financing						
Project Costs	6	$ 1,500.00		6		
Federal Facilities	6	$ 1,500.00		6		
County Facilites	6	$ 1,500.00		6		
Financing	6	$ 1,500.00		6		
Fundiing Sources	6	$ 1,500.00		6		
Schedule	6	$ 1,500.00		6		
Graphics and Tables	8	$ 1,200.00			8	
Administration	4	$ 200.00				4
Total Section VII			**$ 10,400.00**			
Miscellaneous						
Editing, formatting of Report	16	$ 2,400.00			16	
Presentations to Cameron County Regional Mobility Authority	8	$ 2,000.00		8		
Total Section VII			**$ 4,400.00**			
Project Costs	290		**$ 61,300.00**	202	64	24

Expenses	Unit	Amount	Cost
Travel to Brownsville airfare from Houston	1	$ 400.00	$ 400.00
Lodging	4	$ 125.00	$ 500.00
Mileage	2400	$ 0.55	$ 1,320.00
Fuel for rent car	1	$ 20.00	$ 20.00
Parking	1	$ 20.00	$ 20.00
Per Diem	8	$ 50.00	$ 400.00
Report reproductions, and printing	1	$ 200.00	$200.00
Total Expenses			**$ 2,860.00**
Total Project Cost			**$64,160.00**

2-F CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 25 WITH S&B INFRASTRUCTURE FOR THE MOUNTAIN BIKE TRAIL PROJECT FOR CAMERON COUNTY.

WORK AUTHORIZATION NO. 25

This Work Authorization is made as of this 1st day of April, 2021, 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 the design and applicable schedule of values of the Enhancements to the Existing Mountain Bike Trail at the Pedro "Pete" Benavides County Park, Cameron County, Texas.***

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

Section B. - Schedule

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

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the Engineer the amount not to exceed $12,007.45, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the 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: 04.06.21

S&B INFRASTRUCTURE, LTD.

By: _____
Daniel O. Rios, PE, President

Date: April 6, 2021

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

EXHIBIT A
Authority's Responsibilities

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

GENERAL

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

(1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

(4) Survey already performed for Cameron County under different work Order.

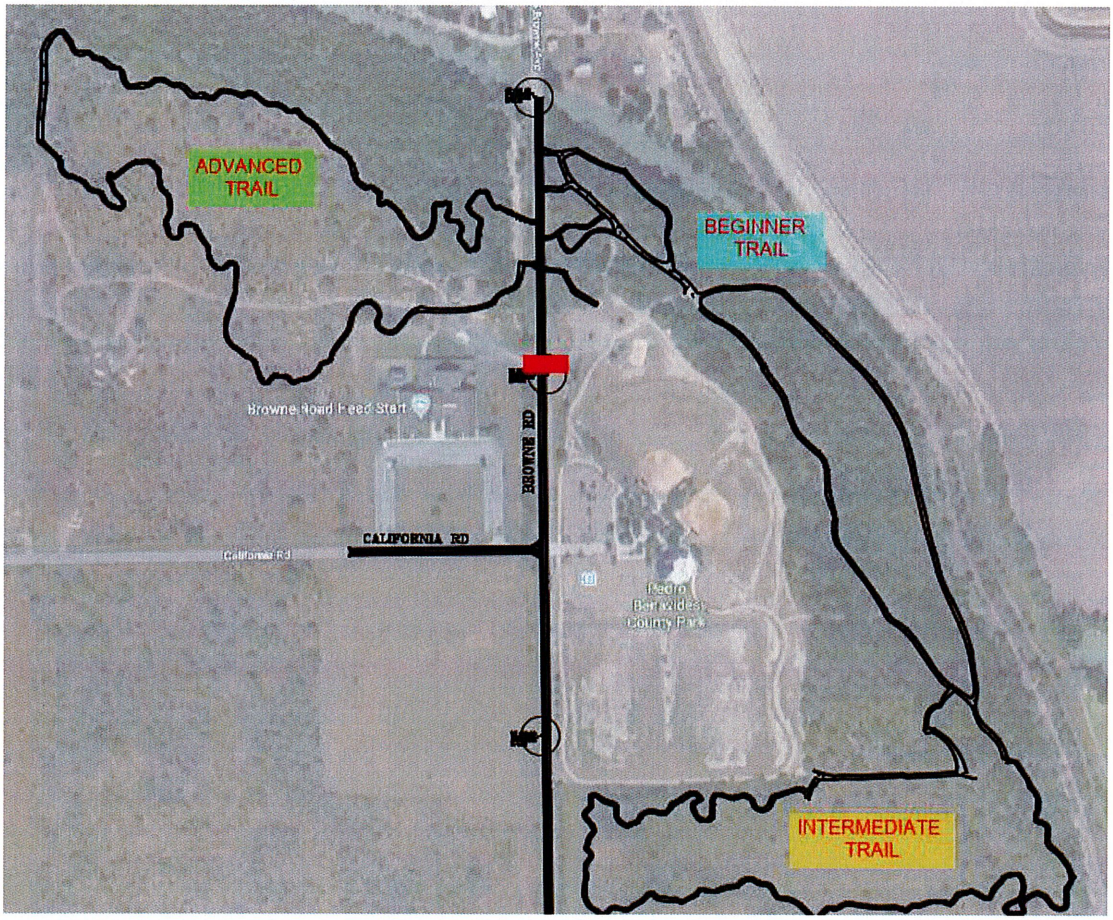
(5) Any permits for subject property. The **Engineer** shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The **Authority** shall apply for all necessary permits. The authority shall pay all other applicable permit fees. The **Engineer** shall assist in obtaining said permits or approvals.

(6) CCRMA coordinate with Cameron County to perform construction work.

EXHIBIT B
Services to be Provided by the Engineer

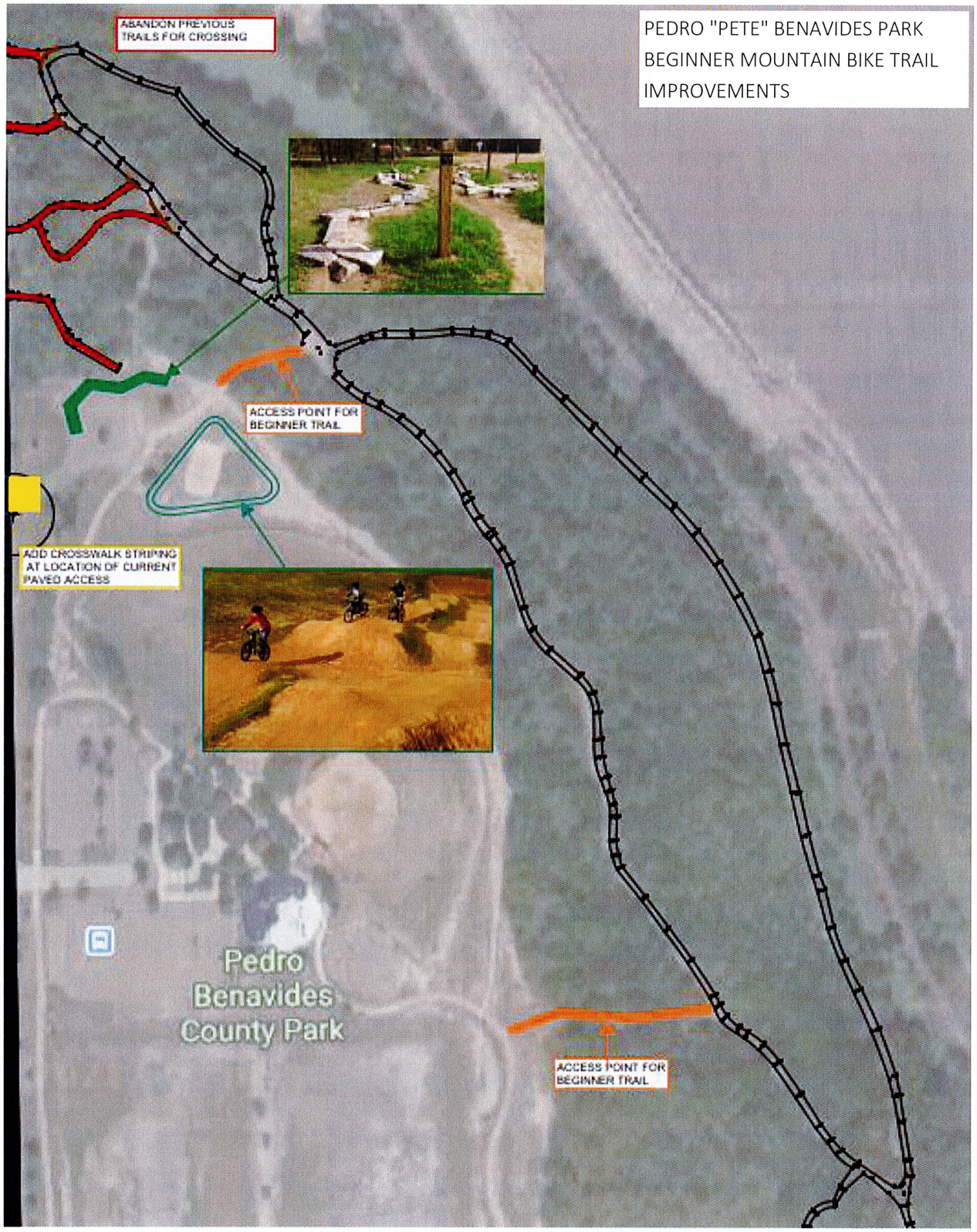
GENERAL DESCRIPTION
For this work authorization, Engineer shall perform activities for the design of the **Enhancements to the Existing Mountain Bike Trail*, Cameron County, Texas***.

GENERAL DESCRIPTION
For this work authorization, S&BI shall perform activities for the development of the ***design documents and estimated schedule of values*** for the Enhancements to the Existing Mountain Bike Trails at the Pedro "Pete" Benavides County Park as illustrated below:

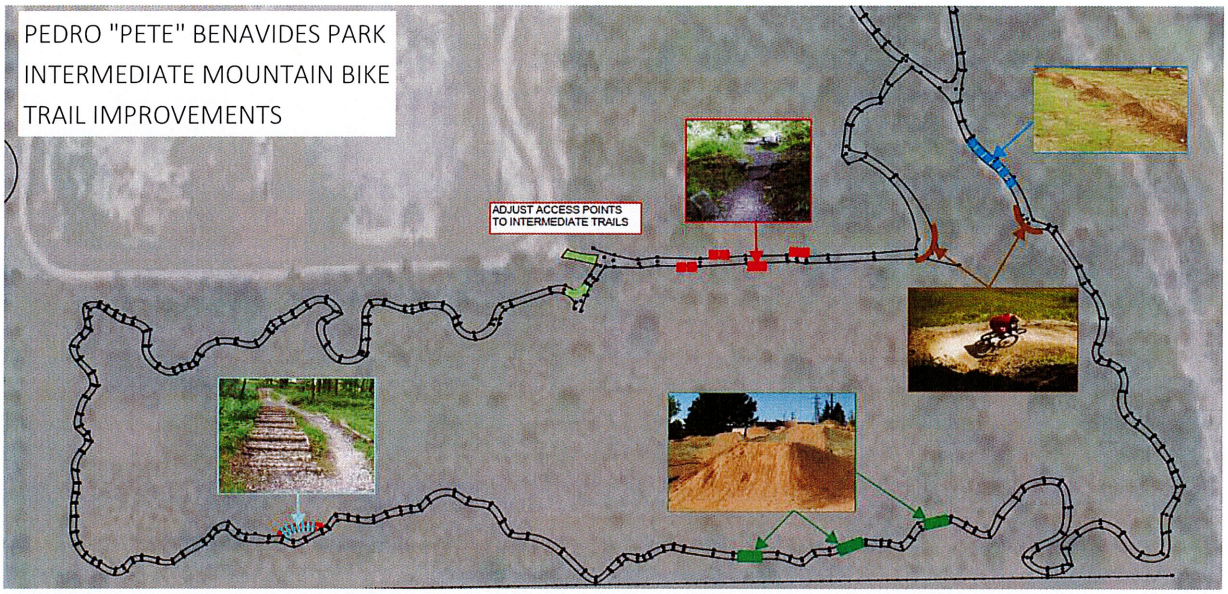


The **Engineer** shall prepare, for approval by the **Authority**, design documents with quantity takeoffs for the enhancement of the trail. The Enhancements are part of Grant funding for the Park and the design of these shall start with the Beginner Trail, followed by the Intermediate Trail and then the Advance Trail until all funds are utilized. The enhancements are based on Self Performed work to be done by Cameron County forces. Typically, material involved in the design will be based on recycled or previous utilized materials currently owned by the County. These materials consist of base/soils, timbers, concrete slabs, etc. Each of the proposed enhancements will be positioned in a manner to act as a by-pass to the existing trails so that users have the option of the level of effort that is desired. Access Points shown will be the final phase of the Trail improvements once the Advance trails are constructed and/or funded.

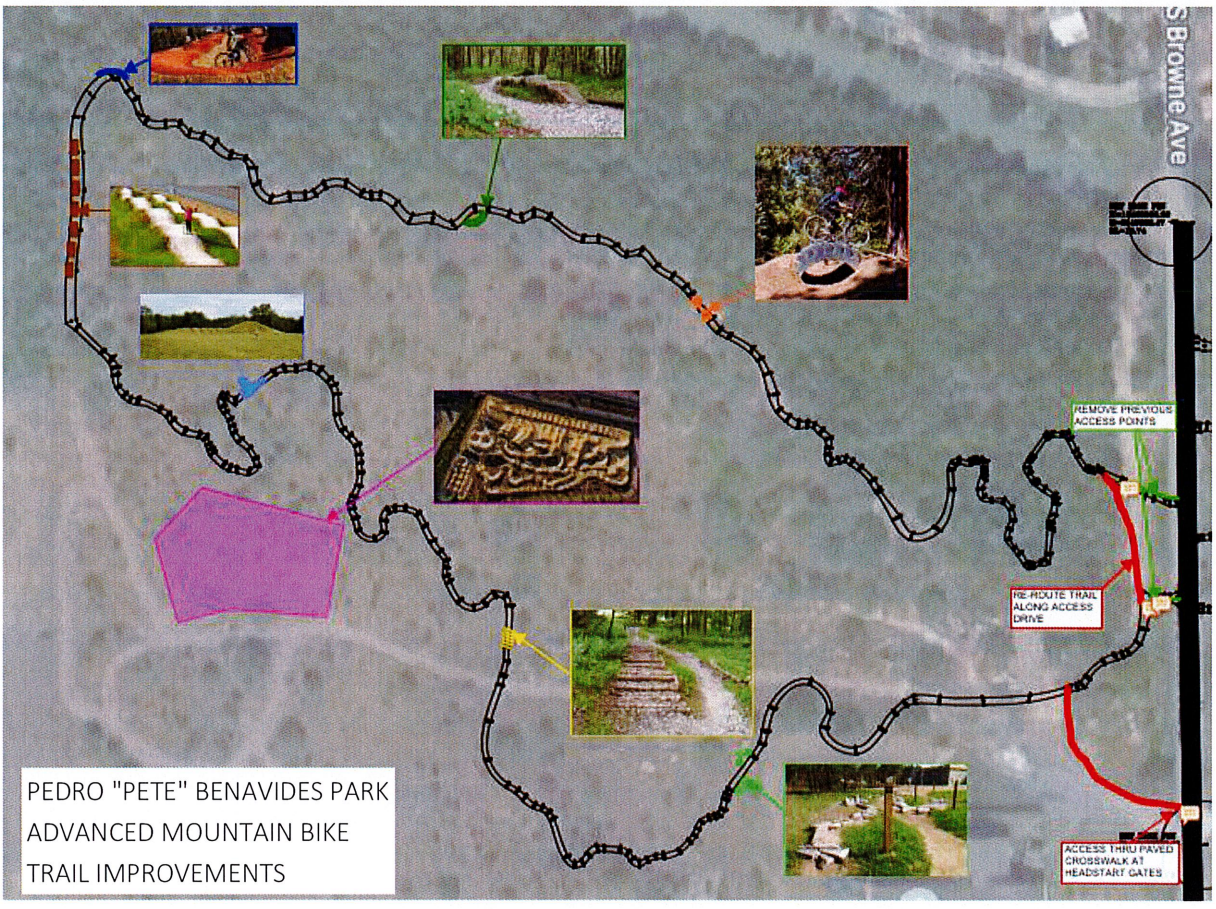
Beginner Trail Improvements:



Intermediate Trail Improvements:



Advance Trail Improvements:



Project Management

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

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (2 sub-consultants projected).
3. Preparation of invoices and progress reports.
4. Organize and download electronic file deliverables.

Note:
Environmental reports, Geotechnical Reports, Surveying, Environmental testing, investigation, documentation of hazardous materials, and Permitting new facilities are not included in this scope of work. It is also understood, and the scope is based on Cameron County Self performing the work in accordance with Grant funding.

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

1.	**Preliminary Document Phase**	**30 days (1 Months)**
2.	**Design/Schedule of Values Phase**	**45 days (1.5 Months)**

Work Authorization Complete **August 31, 2021**

PROJECT: Mountain Bike Trail
CLIENT: CCRMA
CONTRACT:
CSJ:
COUNTY: Cameron County
S & B JOB NO.: U2716.225

03/30/21

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS	ESTIMATED FEE	TOTALS
		SCHEMATIC PHASE														
		Oversight of subcontractors	S & B	BASIC			2			2			0	4	$889.44	
		Schematic Documents Isla Blanca Toll Booths	GMS	SPECIAL										0	$10,000.00	
		Sub Total (- SCHEMATIC PHASE)			0	0	2	0	0	2	0	0	0	4		$10,889.44
		Project Administration and Coordination														
		Project Coordination Meetings	S & B	BASIC			1			1				2	$444.72	
		Prepare Proj. Meetings Notes	S & B	BASIC									1	1	$64.99	
		Cameron County RMA Project Coordination	S & B	BASIC			2							2	$549.98	
		Sub Total (- Project Administration and Coordination)			0	0	3	0	0	1	0	0	1	5		$1,059.69
		LABOR TOTALS														$11,949.13
		Total Hours	MULTIPLIER		0	0	5	0	0	3	0	0	1	9		
		CONTRACT RATES: ($/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	110.02	169.73	115.00	99.99	64.99			
		BASE RATES: ($/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	45.00	30.49	26.51	17.23			
	160	**NON LABOR**														
		Travel - Mileage Project Site Visits	S & B	SPECIAL	Mileage per trip =		108	Trips =	1		Milage Rate ($/mi.)=		$ 0.540		$58.32	
		Sub Total (F.C. 160)														$58.32
		NON LABOR TOTAL													$58.32	
		BASIC SERVICE TOTAL													$ 1,949.13	
		PROJECT TOTAL														**$12,007.45**

GMS ARCHITECTS

Exhibit D
Cost Proposal

March 12, 2021

Proposed Budget for Mountain Bike Trail

Our fee at 10% would be **$10,000.**

Thank you,

Rudy V. Gomez AIA
Architect-Planner

1150 Paredes Line Rd., Brownsville, Texas 78521
Tel (956) 546-0110 Fax (956) 546-0196

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

SECOND 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;

WHEREAS, the Board of Directors of the CCRMA made certain amendments to the CCRMA's Personnel Policy Manual on September 17, 2020;

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

NOW, THEREFORE, this Second Amendment to the Personnel Policy Manual consists of the following amendments, effective as of April 1, 2021:

1. Chapter 7, Paragraphs A and B, of the Personnel Policy Manual shall be amended to state, as follows:

   "A. Regular Full-Time employees are those who are regularly scheduled to be at work a minimum of forty hours per week on a regular basis. Regular Full-Time employees will receive full benefits, subject to completion of a probationary period as specified in this Manual.

   B. Regular Part-Time employees are those employees who are regularly assigned to work less than the amount of time regularly scheduled for Full-Time employees. While part-time employees may occasionally work forty or more hours in a particular workweek, or in a series of workweeks, that by itself will not change their regular schedule. However, the CCRMA reserves the right to change the regular schedules of employees at any time. In such case, the CCRMA will give affected employees as much advance notice as possible of their new regular schedules and will advise employees of the effect of such changes on their eligibility for company benefits. Regular part-time employees shall not receive any fringe benefits, except those required by law, or except as otherwise provided for in this Manual. Part-Time regular employees are not eligible for CCRMA benefits, other than Texas County District Retirement System (TCDRS), Workers Compensation Insurance, and FICA (Social Security and Medicare tax)."

2. Chapter 7, Paragraphs C, D, E, F, and G, shall remain in full force and effect.

3. Subject to the provisions of this Second Amendment, the Personnel Policy Manual shall otherwise continue in full force and effect.

(Signature Page to Follow)

ADOPTED by the Board of Directors of the Cameron County Regional Mobility Authority on this 1st day of April 2021.

ATTESTED BY:

Frank Parker, Jr., Chairman of the Board

Arturo A. Nelson, Secretary