



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
November 18, 2021
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the October 21, 2021 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 October 2021.
- E. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the East Loop Project.
- F. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the SPI 2nd Causeway Project.
- G. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the construction funding of the Isla Blanca Toll Booths.
- H. Consideration and Authorization to Approve a Job Order Contracting Agreement with A & I Custom Manufacturing, LLC for construction and renovation of the Cameron County Isla Blanca Toll Booths via Contract with Choice Partners.
- I. Consideration and Approval of Supplemental Number 03 to the General Engineering Services Agreement between the Cameron County Regional Mobility Authority and S&B Infrastructure, LTD.
- J. Consideration and Approval to Submit a Grant Application to the Federal Railroad Administration for a Rail Relocation Project in the City of Harlingen.
- K. Consideration and Approval of Work Authorization No. 28 with S&B Infrastructure to Assist in the Development of a Grant Application to the Federal Railroad Administration.
- L. Consideration and Approval of Work Authorization No. 29 with S&B Infrastructure for the SPI 2nd Access Action Development Plan.

M. Discussion and Possible Action Regarding Erosion Repairs on SH 550.

N. Consideration and possible action on the Statements of Qualifications received in response to the Request for Qualifications for General Engineering Consultant Services 2021-002.

O. Consideration and possible action on the Statements of Qualifications received in response to the Request for Qualifications for Construction Management-At-Risk Services 2021-005.

3. EXECUTIVE SESSION:

A. Deliberation Regarding Acquisition of Real Property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.

B. Confer with Legal Counsel Regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza vs. Cameron County Regional Mobility Authority, et al. Pursuant to V.T.C.A., Government Code, Section 551.071(1).

C. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Possible Legal issues with an Administrative Restructuring Plan, Including Discussion Regarding CCRMA Employees' Duties, Pursuant to V.T.C.A., Government Code, Section 551.071 (2) and 551.074 (1).

4. ACTION RELATIVE TO EXECUTIVE SESSION:

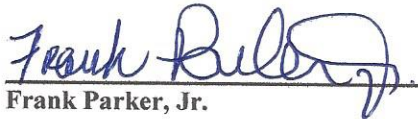
A. Possible Action

B. Possible Action

C. Possible Action

ADJOURNMENT:

Signed this 15th day of November 2021.



Frank Parker, Jr.
Chairman

NOTE:

Participation by Telephone Conference Call – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

**2-A CONSIDERATION AND APPROVAL OF THE OCTOBER 21, 2021 REGULAR
MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 21st day of October 2021, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
ABSENT

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

AL VILLARREAL
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 18th day of October 2021.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the September 22, 2021 Special Meeting Minutes.

Secretary Nelson moved to approve the minutes of the September 22, 2021 Special Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

2-B Acknowledgement of Claims.

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

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

The Claims are as follows:

2-C Approval of Claims.

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

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

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the month of September 2021.

Mr. Victor Barron, RMA Controller went over the financial statements for September.

Director Esparza moved to approve the financial statements for September 2021. The motion was seconded by Director Garza and carried unanimously.

The Financial Statements are as follows:

2-E Consideration and Approval of Resolution No. 2021- 001.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Resolution No. 2021-001.

Secretary Nelson moved to approve Resolution No. 2021-001. The motion was seconded by Director Esparza and carried unanimously.

The Resolution is as follows:

2-F Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Administrative Services.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Administrative Services.

Treasurer Villarreal moved to approve the Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding Administrative Services. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

2-G Consideration and Authorization to Approve a Job Order Contracting Agreement with A & I Custom Manufacturing, LLC for construction and renovation of the Cameron County Isla Blanca Toll Booths via Contract with Choice Partners.

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-H Consideration and Approval to Terminate Work Authorization No. 19 with S&B Infrastructure Regarding the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Terminate Work Authorization No. 19 with S&B Infrastructure Regarding the East Loop Project.

Treasurer Villarreal moved to approve to Terminate Work Authorization No. 19 with S&B Infrastructure Regarding the East Loop Project. The motion was seconded by Secretary Nelson and carried unanimously.

The Work Authorization is as follows:

2-I Consideration and Approval of Work Authorization No. 22 with S&B Infrastructure Regarding the East Loop Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Work Authorization No. 22 with S&B Infrastructure Regarding the East Loop Project.

Director Esparza moved to approve Work Authorization No. 22 with S&B Infrastructure Regarding the East Loop Project. The motion was seconded by Director Garza and carried unanimously.

The Work Authorization is as follows:

2-J Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 23 with S&B Infrastructure Regarding the Isla Blanca Toll Booth Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need for Supplemental Work Authorization No. 2 to Work Authorization No. 23 with S&B Infrastructure Regarding the Isla Blanca Toll Booth Project.

Treasurer Villarreal moved to approve Supplemental Work Authorization No. 2 to Work Authorization No. 23 with S&B Infrastructure Regarding the Isla Blanca Toll Booth Project. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

2-K Consideration and Approval to Award Bid Number 2021 – 003 to Foremost Paving Inc. and to Approve a Contract between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for the Isla Blanca Park Parking Lot Expansion.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need to Award Bid Number 2021 – 003 to Foremost Paving Inc. and to Approve a Contract between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for the Isla Blanca Park Parking Lot Expansion.

Secretary Nelson moved to approve to Award Bid Number 2021 – 003 to Foremost Paving Inc. and to Approve a Contract between the Cameron County Regional Mobility Authority and Foremost Paving, Inc. for the Isla Blanca Park Parking Lot Expansion. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:

2-L Consideration and Approval of a Professional Service Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for the Professional Service Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc.

Director Esparza moved to approve the Professional Service Agreement between the Cameron County Regional Mobility Authority and JWH & Associates, Inc. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-M Discussion and Possible Action Regarding Disabled Veterans Tolls and Fees in the Tolls Back Office System.

Staff recommended that the item be tabled.

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

Director Esparza made a motion to go into executive session at 12:43 PM. The motion was seconded by Treasurer Villarreal and carried unanimously.

3 – EXECUTIVE SESSION

3-A Deliberation Regarding Acquisition of Real property legally described as Units 3 through 8 of the Rancho Viejo Plaza Condominiums, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.

3-B Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues Associated with Disabled Veterans Tolls and Fees in the Tolls Back Office System, Pursuant to V.T.C.A., Government code, Section 551.071 (2).

3-C Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with an Interlocal Agreement with Cameron County Regarding Administrative Services, Pursuant to V.T.C.A., Government Code, Section 551.071 (2)

Secretary Nelson made a motion to table the item. The motion was seconded by Treasurer Villarreal and carried unanimously.

3-D Confer with Legal Counsel Regarding Cause No. 2015-DCL-05357; David Garza and Diane Garza v. Cameron County Regional Mobility Authority, et al. Pursuant to V.T.C.A., Government Code, Section 551.071(1).

Treasurer Villarreal made a motion to come back into open session at 1:05 PM. The motion was seconded by Secretary Nelson carried unanimously.

4 -A Possible Action

Treasurer Villarreal made a motion to proceed as discussed in Executive Session. The motion was seconded by Secretary Nelson and carried unanimously.

4-B Possible Action

Treasurer Villarreal made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Secretary Nelson and carried unanimously.

4-C Possible Action

Item 3-C was tabled.

4-D Possible Action

Secretary Nelson made a motion to acknowledge Report of Legal Counsel. The motion was seconded by Treasurer Villarreal and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Treasurer Villarreal and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:06 P.M.

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APPROVED this _____ day of _____ 2021.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims for Acknowledgement

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Edwards Abstract and Title Company	US Department of Housing & Urban Development Settlement Statement	\$ 539,400.80	3470 Carmen Avenue Rancho Viejo, Texas 78575 (Administration Building)	Indirect	Y	Bonds	Ope
		<u>539,400.80</u>					
	Operations	<u>\$ 539,400.80</u>					
	Total Transfer	<u><u>\$ 539,400.80</u></u>					

Reviewed by:

Victor J. Barron,
Controller*Victor J. Barron*

11.12.21

Pete Sepulveda Jr.,
Executive Director*PJ*

11.12.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 15, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Mcallen Mediation Center	Garza - CCRMA	\$ 700.00	Mediation Garza Case	Indirect	Y	Local	Ope
		<u>700.00</u>					
	Operations	\$ 700.00					
	Total Transfer	<u>\$ 700.00</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 11.15.21

Victor J. Barron,
Controller

Victor Barron 11.15.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 11.15.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 12, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	59	\$ 250.00	A&I Repair of Interior Walls and of Holes on Sheetrock	Indirect	Y	Local	Ope
AIM Media Texas	40016751-1021	1,488.76	AIM Media BH-RFQ for Construction Mgr 30193677	CC - Administration	Y	Local	Ope
CheckMark	119054 Oct 2021	48.00	CheckMark TimeClock Service Oct 2021	Indirect	Y	Local	Ope
Alejandro Garcia	Reim AG 11.9.21	28.24	Reimbursement Paint for Boardroom AG 11.9.21	Indirect	Y	Local	Ope
		<u>1,815.00</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Carlos Louis Martinez Jr	1	\$ 245.00	SD Carlos Martinez Toll 550 Detail 10.11.21	Indirect	Y	Local	Tolls
Hugo Dante Salinas Jr	2	350.00	SD Hugo Salinas Toll 550 Detail 10.11.21	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	2868066110321	259.13	Spectrum 8066 Nov 2021	Direct Connectors - SH550	Y	Local	Tolls
University of Texas Rio Grande Valley	UTRGV ET Cert	199.00	UTRGV Certificate in Leadership ET	Indirect	Y	Local	Tolls
		<u>1,053.13</u>					

Operations	\$ 1,815.00
Tolls	1,053.13
Total Transfer	<u>\$ 2,868.13</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 11.12.21

Victor J. Barron,
Controller

Victor J. Barron 11.12.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr. 11.12.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 5, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	662439	\$ 353.73	Aflac Oct 2021	Indirect	Y	Local	Ope
American Express	AMEX Oct 2021	6,717.65	AMEX Oct 2021	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 Oct 2021	28.96	Culligan Oct 2021	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1971221	112.50	LoneStar Shredding Oct 2021	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	45	12,000.00	Pathfinder Consulting Services Sept 2021	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	46	12,000.00	Pathfinder Consulting Services Oct 2021	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 10.6.21	421.74	Travel Reimbursement PSJ 10.6.21	Indirect	Y	Local	Ope
Toshiba Financial Services	38784697	311.23	Toshiba Admin Nov 2021	Indirect	Y	Local	Ope
		<u>31,945.81</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Oct 2021	\$ 290.80	AMEX Oct 2021	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 Oct 2021	57.95	Culligan Oct 2021	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1005958	575.12	Duncan Solutions DMV Record Oct 2021	Indirect	Y	Local	Tolls
Fagan Consulting LLC	CCR-2110R1	644.28	Fagan Operation Support Oct 2021	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20211031	110.13	LexisNexis Oct 2021	Indirect	Y	Local	Tolls
MPC Studios, Inc	30836	125.00	MPC Studios Nov 2021	Indirect	Y	Local	Tolls
Prisciliano Delgado	10727	250.00	Prisciliano Lawn Care Oct 2021	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 600710 Oct 2021	213.68	PUB 600710 Oct 2021	Direct Connectors - SH550	Y	Local	Tolls
Trantex Transportation Products Of Texas Inc.	9847	814.45	Trantex Sign Stand Dual Spring Load Rigid And Roll	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 11.5.21	2,500.00	USPS Replenishment 11.5.21	Indirect	Y	Local	Tolls
Verizon Wireless	9891299756	88.33	Verizon Wireless Oct 2021	Indirect	Y	Local	Tolls
		<u>5,669.74</u>					
Operations		\$ 31,945.81					
Tolls		<u>5,669.74</u>					
Total Transfer		<u>\$ 37,615.55</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 11.5.21

Victor J. Barron,
Controller

Victor Barron 11.5.21

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 11.05.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 29, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Dell	10528859032	\$ 2,356.14	Dell Computers for IT and Construction Mgr	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 10.28.21	167.71	Travel Reimbursement LM 10.28.21	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 10.26.21	11.20	Travel Reimbursement MRI 10.26.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 7.15.21	860.03	Travel Reimbursement PSJ Austin 7.15.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 8.3.21	1,234.28	Travel Reimbursement PSJ 8.3.21	Indirect	Y	Local	Ope
R Galvan Plumbing LLC	I211025903	675.00	R Galvan Plumbing Replacement Water Heater Ste	Indirect	Y	Local	Ope
R Galvan Plumbing LLC	I211025904	260.00	R Galvan Plumbing Repaired Toilet Ste 4-Replumbed W/H Ste 5	Indirect	Y	Local	Ope
		<u>5,564.36</u>			Y	Local	Ope

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
AAM Automatizacion Avanzada y Metales, LLC	21-014	458.00	AAM Automatizacion Avanzada Y Metales- Replacement check	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	212950047164729	\$ 215.25	Direct Energy Oct 2021 570 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	212950047164730	272.84	Direct Energy Oct 2021 1895 Fm 511 #1	FM1847- SH550	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI01256	14,274.00	Kapsch Toll System Maint Sept 2021	Indirect	Y	Local	Tolls
Matus Contractor Company	381	4,500.00	Matus #381	Indirect	Y	Local	Tolls
NSA Property Holdings. LLC d/b/a Move It Storage- North	#242 Nov 2021	214.00	Move It Storage Unit 242 Nov 2021	Indirect	Y	Local	Tolls
Superior Alarms	778300	75.00	Superior Alarms Nov 2020- Jan 2021	Indirect	Y	Local	Tolls
Toshiba Financial Services	38718792	296.86	Toshiba Tolls Oct 2021	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 11.1.21	15,000.00	USPS Replenishment 11.1.21	Indirect	Y	Local	Tolls
		<u>35,305.95</u>					

Operations	\$ 5,564.36
Tolls	<u>35,305.95</u>
Total Transfer	<u>\$ 40,870.31</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 10.29.21

Victor J. Barron,
Controller

Victor Barron 10.29.21

Pete Sepulveda Jr.,
Executive Director

Pete Sepulveda Jr. 10.29.21



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 22, 2021

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252-2419490	\$ 2,220.00	BNY Mellon 2014 VRF Rev Ref Bonds 2014 Oct 2021	Indirect	Y	Local	Ope
Direct Energy Business, LLC	212920047129167	48.12	Direct Energy Oct 2021 Ste 7	Indirect	Y	Local	Ope
Direct Energy Business, LLC	212920047129168	88.14	Direct Energy Oct 2021 Ste 3	Indirect	Y	Local	Ope
Direct Energy Business, LLC	212920047129169	47.36	Direct Energy Oct 2021 Ste 5	Indirect	Y	Local	Ope
Direct Energy Business, LLC	212920047129170	40.60	Direct Energy Oct 2021 Ste 4	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 10.21.21	137.26	Travel Reimbursement ET 10.21.21	Indirect	Y	Local	Ope
Gexa Energy, LP	32822216	55.65	GEXA Oct 2021 Ste 6	Indirect	Y	Local	Ope
JWH and Associates, Inc.	621	1,500.00	Flor De Mayo Presidential Permit Application Aug 2021	Flor De Mayo Bridge	Y	Local	Ope
Lone Star Shredding Document Storage	1970492	67.50	LoneStar Shredding Sept 2021	Indirect	Y	Local	Ope
National Business Furniture LLC	CW030977-AML	819.02	NBF Wood/Acrylic lectern for boardroom	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 3.18.21	1,059.13	Travel Reimbursment Austin PSJ 3.18.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 4.15.21	749.50	Travel Reimbursement Austin PSJ 4.15.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 4.20.21	753.27	Travel Reimbursment Austin PSJ 4.20.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 4.28.21	1,426.82	Travel Reimbursement Austin PSJ 4.28.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 6.28.21	780.42	Travel Reimbursement PSJ 6.28.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 7.28.21	100.24	Travel Reimbursment PSJ July 2021	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 8.18.21	158.48	Travel Reimbursement PSJ 8.18.21	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 9.29.21	137.20	Travel Reimbursement PSJ Sept 2021	Indirect	Y	Local	Ope
RAV Run Adventures	SPI Marathon 2021	200.00	RAV Run Adventures Sponsorship SPI Half Marathon	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62111	6,547.48	TML Health Benefits Nov 2021	Indirect	Y	Local	Ope
		<u>16,936.19</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Oct 2021	\$ 41.94	Amazon Oct 2021	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	212920047127610	262.28	Direct Energy Oct 2021 Tolls	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Travel FSM 02-08/21	784.00	Travel Mileage Reimbursement Feb-Aug 2021	Indirect	Y	Local	Tolls
FRANCISCO J SANMIGUEL	Travel FSM 10-12/21	172.50	Travel Mileage Reimbursement Pharr Oct-Dec 2020	Indirect	Y	Local	Tolls
Gexa Energy, LP	32826827	160.12	GEXA Oct 2021 1505 Fm 511 & 1705 Fm 511	Direct Connectors - SH550	Y	Local	Tolls
CIMPRESS USA Incorporated/ National Pen Co., LLC	43572196912	2,165.77	National Pen Co Fuego Marketing Supplies	Indirect	Y	Local	Tolls
Public Utilities Board	PUB 588837 Oct 2021	208.83	PUB 588837 Oct 2021	Port Spur - SH550	Y	Local	Tolls
S&B Infrastructure, LTD	U2716.400-Emergency	5,395.96	S&B SH Gap II Oct 13,2021	Indirect	Y	Local	Tolls
Texas Department of Motor Vehicles (TxDMV)	TxDmv Repl 10.15.21	3,000.00	TxDmv Replenishment 10.15.21	Indirect	Y	Local	Tolls
Time Warner Cable Business Class	0879673101521	289.75	Spectrum 9673 Oct 2021	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62111	6,108.40	TML Health Benefits Nov 2021	Indirect	Y	Local	Tolls
Toshiba America Business Solutions, Inc	5521184	345.52	Toshiba Tolls Maint Oct 2021	Indirect	Y	Local	Tolls
United States Postal Service	USPS Repl 10.15.21	2,500.00	USPS Replenishment 10.15.21	Indirect	Y	Local	Tolls
		<u>21,435.07</u>					
	Operations	\$ 16,936.19					
	Tolls	<u>21,435.07</u>					
	Total Transfer	<u>\$ 38,371.26</u>					

Reviewed by:

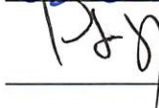
Monica R. Ibarra,
Accounting Clerk

 10.22.21

Victor J. Barron,
Controller

 10.22.21

Pete Sepulveda Jr.,
Executive Director

 10.23.21

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims November 18, 2021

100 Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cameron County	CC Loan Pmt 11/2021	\$ 50,000.00	Partial Payment to Outstanding Loan with Cameron County	Indirect	Y	Local	Ope
City of Brownsville Finance Department	Indiana Road AFA	18,125.00	Indiana Road AFA balance	Indiana Road - COB	Y	Local	Ope
TollPlus LLC	US2100116	21,132.00	TollPlus NTP	Indirect	Y	Local	Ope
TollPlus LLC	US2100132	225,000.00	TollPlus Fuego Go Live	Indirect	Y	Local	Ope
		<u>314,257.00</u>					

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.120-10	\$ 55,423.15	Old Alice Rd APD & PS&E WA 12 Oct 2021	CC - Old Alice Road	Y	Local	Ope
		<u>55,423.15</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100137	\$ 15,600.00	TollPlus Support and Maintenance Oct 2021	Indirect	Y	Local	Toll
		<u>15,600.00</u>					
	Operations	314,257.00					
	Oper Interlocal	55,423.15					
	Tolls	15,600.00					
	Total Transfer	<u>\$ 385,280.15</u>					

Revised by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

11/16/2021

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DocuSigned by:

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda, Jr

11/16/2021

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Claims for Acknowledgement

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Edwards Abstract and Title Company	US Department of Housing & Urban Development Settlement Statement	\$ 539,400.80	3470 Carmen Avenue Rancho Viejo, Texas 78575 (Administration Building)	Indirect	Y	Bonds	Ope
		<u>539,400.80</u>					
	Operations	<u>\$ 539,400.80</u>					
	Total Transfer	<u><u>\$ 539,400.80</u></u>					

Reviewed by:

Victor J. Barron,
Controller

Victor J. Barron

11.12.21

Pete Sepulveda Jr.,
Executive Director

PJ

11.12.21

**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
OCTOBER 2021.**



OCTOBER 2021 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 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 249,980	\$ 283,333	\$ (33,353)	\$ 249,980	\$ 3,400,000	\$ (3,150,020)	\$ 258,510
Interlocal agreements	17,583	29,250	(11,667)	17,583	351,000	(333,417)	10,000
Other revenues	-	800	(800)	-	9,600	(9,600)	-
Total Operating Revenues	267,563	313,383	(45,820)	267,563	3,760,600	(3,493,037)	268,510
Operating Expenses							
Personnel costs	67,436	106,832	39,396	67,436	1,281,987	1,214,551	64,939
Professional services	12,000	29,592	17,592	12,000	355,100	343,100	21,400
Advertising & marketing	125	1,375	1,250	125	16,500	16,375	125
Data processing	218	1,000	782	218	12,000	11,782	53
Dues & memberships	200	1,667	1,467	200	20,000	19,800	-
Education & training	-	833	833	-	10,000	10,000	-
Fiscal agent fees	3,870	4,467	597	3,870	53,600	49,730	2,220
Insurance	-	667	667	-	8,000	8,000	-
Maintenance & repairs	935	4,167	3,232	935	50,000	49,065	-
Office supplies	6,547	2,250	(4,297)	6,547	27,000	20,453	165
Leases	311	311	0	311	3,735	3,424	10,498
Travel	627	2,083	1,456	627	25,000	24,373	-
Utilities	1,822	2,250	428	1,822	27,000	25,178	1,691
Contingency	4,460	10,417	5,957	4,460	125,000	120,540	-
Total Operating Expenses	98,551	167,910	69,359	98,551	2,014,922	1,916,371	101,092
Total Operating Income (Loss)	169,012	145,473	23,539	169,012	1,745,678	(1,576,666)	167,418
Non Operating Revenues							
Interest income	10,121	4,583	5,538	10,121	55,000	(44,879)	5,371
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	10,121	187,917	(177,796)	10,121	2,255,000	(2,244,879)	5,371
Non Operating Expenses							
Debt interest	-	158,807	158,807	-	1,905,678	1,905,678	-
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	428
Project expenses	626	172,500	171,874	626	2,070,000	2,069,374	5,501
Total Non Operating Expenses	626	333,390	332,764	626	4,000,678	4,000,052	5,928
Total Changes in Net Position	\$ 178,507	\$ -	\$ 178,507	\$ 178,507	\$ -	\$ 178,507	\$ 166,861

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 10/1/2021 Through 10/31/2021

	Current Period			Annual			Prior Year
	Current Period	Current Period	Budget -	Current Year	Budget -	Budget	Actual
	Actual	Budget -	Variance -	Actual	Original	Variance -	
		Original	Original			Original	
Toll Operating Revenues							
TPS Revenues	\$ 241,769	\$ 163,750	\$ 78,019	\$ 241,769	\$ 1,965,000	\$ (1,723,231)	\$ 184,727
Interop Revenues							
Interop revenues	88,286	71,250	17,036	88,286	855,000	(766,715)	82,284
Bridge interoperability	36,924	41,667	(4,743)	36,924	500,000	(463,076)	50,271
Total Interop Revenues	125,209	112,917	12,293	125,209	1,355,000	(1,229,791)	132,555
Other Toll Revenues							
Interlocal agreement	16,358	13,490	2,868	16,358	161,880	(145,522)	12,154
Total Other Toll Revenues	16,358	13,490	2,868	16,358	161,880	(145,522)	12,154
Total Toll Operating Revenues	383,337	290,157	93,180	383,337	3,481,880	(3,098,543)	329,436
Toll Operating Expenses							
Personnel costs	33,379	52,894	19,515	33,379	634,724	601,345	38,615
Transaction processing costs	42,542	43,967	1,425	42,542	527,600	485,058	49,114
Toll system maintenance/IT	22,706	22,750	44	22,706	273,000	250,294	21,576
Roadside maintnenace	40,978	38,967	(2,011)	40,978	467,600	426,622	47,793
CSC indirect/overhead costs	19,362	25,099	5,737	19,362	301,190	281,829	18,215
Total Toll Operating Expenses	158,966	183,676	24,709	158,966	2,204,114	2,045,148	175,312
Total Operating Income (Loss)	224,371	106,481	117,890	224,371	1,277,766	(1,053,395)	154,123
Non Operating Revenues							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating Revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	-	221,897	221,897	-	2,662,766	2,662,766	-
Total Non Operating Expenses	-	221,897	221,897	-	2,662,766	2,662,766	-
Changes in Net Position	\$ 224,371	\$ -	\$ 224,371	\$ 224,371	\$ -	\$ 224,371	\$ 154,123

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included In
Report From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Period Budget - Original	Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 249,980	\$ 283,333	\$ (33,353)	\$ 249,980	\$ 3,400,000	\$ (3,150,020)	\$ 258,510
Interlocal agreement	33,942	43,540	(9,598)	33,942	522,480	(488,538)	22,154
Toll revenues	366,979	276,667	90,312	366,979	3,320,000	(2,953,021)	317,282
Total Operating Revenues	650,900	603,540	47,361	650,900	7,242,480	(6,591,580)	597,946
Operating Expenses							
Personnel costs	100,814	159,726	58,912	100,814	1,916,711	1,815,897	103,554
Accounting software and services	-	208	208	-	2,500	2,500	-
Professional services	12,000	25,217	13,217	12,000	302,600	290,600	20,000
Contractual services	-	6,250	6,250	-	75,000	75,000	1,520
Advertising & marketing	5,317	7,625	2,308	5,317	91,500	86,183	2,158
Data processing	239	1,000	761	239	12,000	11,761	53
Dues & memberships	200	2,250	2,050	200	27,000	26,800	-
Education & training	-	1,667	1,667	-	20,000	20,000	-
Fiscal agent fees	3,870	4,900	1,030	3,870	58,800	54,930	2,220
Insurance	16,798	7,250	(9,548)	16,798	87,000	70,202	16,024
Maintenance & repairs	7,300	5,833	(1,467)	7,300	70,000	62,700	250
Office supplies	28,544	24,500	(4,044)	28,544	294,000	265,456	29,267
Road maintenance	58,671	64,333	5,662	58,671	772,000	713,329	66,555
Leases	1,883	4,687	2,804	1,883	56,247	54,364	16,656
Toll services	11,097	13,967	2,870	11,097	167,600	156,503	9,984
Travel	738	3,333	2,595	738	40,000	39,262	48
Utilities	5,125	6,700	1,575	5,125	80,400	75,275	8,114
Contingency	4,918	12,140	7,222	4,918	145,678	140,760	-
Total Operating Expenses	257,517	351,586	94,069	257,517	4,219,036	3,961,519	276,404
Net Change from Operations	393,384	251,954	141,430	393,384	3,023,444	(2,630,060)	321,542
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	10,121	4,583	5,538	10,121	55,000	(44,879)	5,371
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenue	10,121	303,333	(293,212)	10,121	3,640,000	(3,629,879)	5,371
Non Operating Expenses							
Bond Debt Expense	-	380,704	380,704	-	4,568,444	4,568,444	-
Debt Interest - LOC	-	2,083	2,083	-	25,000	25,000	428
Project expenses	626	172,500	171,874	626	2,070,000	2,069,374	5,501
Total Non Operating Expenses	626	555,287	554,661	626	6,663,444	6,662,818	5,928
Changes in Net Position	\$ 402,878	\$ -	\$ 402,878	\$ 402,878	\$ -	\$ 402,878	\$ 320,985

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly Project I/S - Unposted
Transactions Included In Report From 10/1/2021 Through 10/31/2021

	Current Period Actual	Current Year Actual
Non Operating Revenues		
Grant revenues		
Federal Revenue		
SH550 GAP II	\$ 2,506	\$ 2,506
Whipple Road	15,260	15,260
Total Federal Revenue	<u>17,765</u>	<u>17,765</u>
State Revenue		
Whipple Road	<u>2,709</u>	<u>2,709</u>
Total State Revenue	<u>2,709</u>	<u>2,709</u>
Local Revenue		
Whipple Road	1,106	1,106
CC - Old Alice Road	23,208	23,208
CC - Consulting Services PF	8,000	8,000
CC - Administration	1,489	1,489
Building & Parking Lot		
Total Local Revenue	<u>33,803</u>	<u>33,803</u>
Total Non Operating Revenues	<u>54,277</u>	<u>54,277</u>
Non Operating Expenses		
Project expenses		
SH550 GAP II	2,506	2,506
Whipple Road	19,074	19,074
CC - Old Alice Road	23,208	23,208
CC - Consulting Services PF	8,000	8,000
CC - Administration	1,489	1,489
Building & Parking Lot		
Total Project Expenses	<u>54,277</u>	<u>54,277</u>
Total Non Operating Expenses	<u>54,277</u>	<u>54,277</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**Balance Sheet
As of 10/31/2021**

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 5,308,701
Restricted cash accounts - debt service	8,259,728
Restricted cash - bond proceeds	4,019,589
Accounts receivable, net	
Vehicle Registration Fees - Receivable	526,205
Other	3,094,616
Total Accounts receivable, net	3,620,821
Accounts receivable - other agencies	3,191,528
Accrued interest	-
Total Current Assets:	24,400,367
Non Current Assets:	
Capital assets, net	99,161,214
Capital projects in progress	24,504,190
Unamortized bond prepaid costs	99,746
Net pension asset	122,663
Total Non Current Assets:	123,887,813
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 148,578,085</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 403,954
Accrued expenses	320,301
Deferred revenue	553,828
Total Current Liabilities	1,278,083
Non Current Liabilities	
Due to other agencies	16,184,188
Long term bond payable	77,467,246
Total Non Current Liabilities	93,651,434
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	95,097,543
NET POSITION	
Beginning net position	
	52,776,120
Total Beginning net position	52,776,120
Changes in net position	
	704,421
Total Changes in net position	704,421
Total NET POSITION	53,480,542
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 148,578,085</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 10/31/2021

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 296,180	\$ 296,180
Receipts from interop toll revenues	98,789	98,789
Receipts from TPS toll revenues	562,956	562,956
Receipts from other operating revenues	23,025	23,025
Payments to vendors	(277,082)	(277,082)
Payments to employees	(94,959)	(94,959)
Total Cash Flows from Operating Activities	608,909	608,909
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(1,000)	(1,000)
Acquisitions of construction in progress	(283,136)	(283,136)
Proceeds related to redevelopment assets	5,238	5,238
Payment on interlocal project expenses	(43,771)	(43,771)
Total Cash Flows from Capital and Related Financing Activities	(322,669)	(322,669)
Cash Flows from Investing Activities		
Receipts from interest income	10,121	10,121
Total Cash Flows from Investing Activities	10,121	10,121
Beginning Cash & Cash Equivalents	17,291,658	17,291,658
Ending Cash & Cash Equivalents	\$ 17,588,018	\$ 17,588,018

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

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Cooperation Agreement") is entered into by and between the CAMERON COUNTY, 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 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, the CCRMA and the COUNTY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and 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 East Loop final PS&E (Engineering and Design) and negotiations with IBWC 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 final engineering plans and coordinate approval of design with Txdot.

3. CCRMA HEREBY AGREES TO:

- a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for design and engineering and coordinate with any state and federal agencies, including IBWC and USFWS on any issues arising during the design, and engineering phase.
- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT the approval of 100% PS&E.

4. COUNTY HEREBY AGREES TO:

- a. To provide funding in the amount of \$3,000,000.00.
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 the COUNTY. The COUNTY will use ARPA funds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the East Loop Project.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This 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 _____, 2021.

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Treviño, Jr.
County Judge

Arturo A. Nelson
Secretary

Frank Parker, Jr.
CCRMA Chairman

**2-F CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING THE SPI
2ND CAUSEWAY PROJECT.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“Interlocal Cooperation Agreement”) is entered into by and between the CAMERON COUNTY, 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 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, the CCRMA and the COUNTY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and 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 complete the final environmental document (EIS) and schematics for the SPI 2nd Access as well as negotiations with U.S. Army Corps of Engineers. Coast Guard, USFWS, TPWD and other state and federal agencies including coordination with TxDOT as well as any other coordination required by TxDOT.
2. **PROJECT TO BE COMPLETED:** To complete the final environmental document (EIS) for the SPI 2nd Access and coordinate approval of environmental clearance with TxDOT.

3. CCRMA HEREBY AGREES TO:

- a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for environmental document (EIS) and schematics and coordinate with any state and federal agencies, including U.S. Army Corps of Engineers, Coast Guard, USFWS, TPWD and other agencies on any issues arising during the environmental phase.
- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT the approval of Environmental clearance.

4. COUNTY HEREBY AGREES TO:

- a. To provide funding in the amount of \$1,500,000.00.
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 the COUNTY. The COUNTY will use ARPA funds. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the SPI 2ND Access 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. This 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 or 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 _____, 2021.

Attested by:

Sylvia Garza Perez
County Clerk

Eddie Treviño, Jr.
County Judge

Arturo A. Nelson
Secretary

Frank Parker, Jr.
CCRMA Chairman

**2-G CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN CAMERON COUNTY AND THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING THE
CONSTRUCTION FUNDING OF THE ISLA BLANCA TOLL BOOTHS.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Cooperation Agreement") is entered into by and between the CAMERON COUNTY, 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 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, the CCRMA and the COUNTY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and 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:** For Cameron County to fund the Construction of the toll booths at Isla Blanca Park.
2. **CCRMA HEREBY AGREES TO:**
 - a. To contract with a Contractor to construct the toll booths at Isla Blanca Park.
 - b. To provide monthly progress reports of activities to the COUNTY.
3. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$386,000.00.

4. 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.
5. 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 the COUNTY. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the construction of the toll booths at Isla Blanca Park.
6. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This 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 or CCRMA.
7. 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.
8. 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 _____, 2021.

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Treviño, Jr.
County Judge

Arturo A. Nelson
Secretary

Frank Parker, Jr.
CCRMA Chairman

**2-H CONSIDERATION AND AUTHORIZATION TO APPROVE A JOB
ORDER CONTRACTING AGREEMENT WITH A & I CUSTOM
MANUFACTURING, LLC FOR CONSTRUCTION AND RENOVATION
OF THE CAMERON COUNTY ISLA BLANCA TOLL BOOTHS VIA
CONTRACT WITH CHOICE PARTNERS.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

CAMERON COUNTY ISLA BLANCA PARK TOLL BOOTHS

PROJECT NO. 2021-004

This Contract between the Cameron County Regional Mobility Authority (the “CCRMA”) and A&I Custom Manufacturing, LLC (the “Contractor”) is hereby entered into and agreed to as of the 18th day of November 2021, (the “Effective Date”) and the parties agree to certain terms and conditions, as follows:

1.0 Definitions

1.1 CCRMA. Any reference herein to the “CCRMA” shall be interpreted to mean the same as:

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

1.2 Contractor. Any reference herein to the “Contractor” shall be interpreted to mean the same as:

A&I Custom Manufacturing, LLC
4337 Martinal Rd
Brownsville, Texas 78526

1.3 Project. Any reference herein to the “Project” shall be interpreted to mean the two (2) toll booths located at the entrance to Cameron County Isla Blanca Park and identified as Project No. 2021-004.

1.4 Contract. The Contract is comprised of the Job Order Contract No. 2021-004, the Contract Documents, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.

1.5 The Contract Documents. The Contract Documents consist of this document, the general conditions and special conditions in the Job Order Contract No. 2021-004, which includes the Plans and Specifications prepared by Gomez Mendez Saenz Inc., plans identified in Exhibit 1, attached herein, Special Provisions, Special Specifications, Contract Bonds, Change Orders, Addendums, and Supplemental Agreements, and all other Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.

1.6 Provision of All Things Required. Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.

- 1.7 Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create privity or any other relationship whatsoever between the CCRMA and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.
- 1.8 "Include" Intended to be Encompassing.** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.

2.0 Purpose

This Agreement is for the provision of specified job order contracting services to be performed in accordance with Texas Government Code, Chapter 2269, Subchapter I, the plans and specifications, dated July 2021, prepared by Gomez Mendez Saenz Inc., and as requested by the CCRMA in accordance with the terms of this Agreement.

3.0 Contractor's Representations

In order to induce the CCRMA to execute this Contract and recognizing that the CCRMA is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the CCRMA:

- 3.1** The Contractor is fully qualified to perform the Work. The Contractor is registered with the State of Texas.
- 3.2** The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work until the Contractor's duties under this Contract have been fully satisfied.
- 3.3** The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Work in accordance with the terms of this Contract.
- 3.4** Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and is familiar with the local conditions under which the Work is to be performed. The Contractor has reviewed the CCRMA's concerns, if any, as are necessary to determine the conditions under which the Work will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.
- 3.5** The Contractor assumes full responsibility to the CCRMA for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Work.
- 3.6** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 3.7** The Contractor agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.

- 3.8** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term “qualified personnel” shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor’s normal conduct of business.
- 4.0 Contract Time.**
- 4.1 Notice of Commencement.** After the CCRMA has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the CCRMA in its sole and absolute discretion, the CCRMA shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the “Commencement Date”).
- 4.2 Time for Completion.** The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than **one hundred fifty (150) calendar days** after the Commencement Date, or such other date as may by Change Order be designated (the “Scheduled Completion Date”). The number of working days between the effective date of the Contract and the Scheduled Completion Date is the “Contract Time.”. The time set forth for completion of the Job Order Project is an essential element of the Job Order Project.
- 4.2.1** Unless otherwise described herein, all references to “days” shall be calendar days (in the case that the last day falls on a Saturday, Sunday, or legal holiday, then the period of time shall automatically extend to include the next work day).
- 5.0 Contract Price**
- 5.1** The total not-to-exceed (NTE) value of the Contract is the amount of **THREE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED FOUR AND 49/100 DOLLARS (\$385,504.49)** to be paid in accordance with the provisions herein. The Contractor exceeds the NTE amount at its own risk. The CCRMA reserves the right to amend this amount (increase/decrease) at any time during the Contract when the CCRMA determines, in its sole and absolute discretion, that doing so is in its best interests.
- 6.0 Contractor-Specific Job Order Requirements**
- 6.1 In General.** Contractor agrees to provide specific construction services for the Project as requested by the CCRMA in accordance with the terms of this Agreement. Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications associated with the Job Order Project with the exception of equipment to be provided by Others. The Project Architect, if used on the Job Order Project, shall be as specified in the individual Project Scope of Work. Contractor shall do everything required by this Agreement, the Uniform General, and Supplementary Conditions, any Additional General or Special Conditions of the Agreement, the Addenda, the Specifications and Drawings for this Job Order Project and any other requirements incorporated into this agreement or a specific Job Order Project by reference either as part of the Contract Documents or otherwise.

- 6.2 Project Manager.** Contractor shall manage the Work for the Project authorized pursuant to this Agreement. Contractor shall provide all labor and material necessary and reasonably inferable for the complete performance of the Work authorized pursuant to this Agreement.
- 6.3 Standard of Care:** Contractor agrees to use its best efforts, skill, judgment, and abilities to perform the Work in an expeditious and timely manner as is consistent with the orderly progress of the project authorized pursuant to this Agreement. Contractor shall at all times provide a sufficient number of qualified personnel to accomplish the Work within the time limits set forth in the schedule.
- 6.4 Compliance with Laws.** Contractor shall endeavor to perform the Work in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.
- 6.5 Existing Conditions.** Contractor shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by the CCRMA, Cameron County, or any other party, that Contractor uses for the Project.
- 6.6 Correction of Work.** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to CCRMA.
- 6.7 Phasing.** Contractor shall not proceed beyond any previously authorized phase of the Work for the Project unless authorized by the CCRMA in writing, except at the Contractor's own financial risk. Applicable phases of the Scope of Work shall be identified in the Project Proposal.
- 6.8 Representative.** Contractor shall designate a representative primarily responsible for the Work under this Agreement. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of the CCRMA. The designated representative shall not be changed without prior approval of the CCRMA, which approval shall not be unreasonably withheld.
- 6.9 Documentation.** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the Scope of Work and as identified in the Project Proposal. The Contractor shall bear the cost of providing all plans, specifications and other documents used by the Contractor and its consultants.
- 6.10 Project Cost Estimating.** The Contractor will obtain and use R.S. MEANS Facilities Construction Cost Data, Latest Edition.
- 6.11 Warranty of Title.** No material, supplies, or equipment to be installed or furnished under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the CCRMA free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, or corporation furnishing any material or labor for any work covered by this Agreement shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the CCRMA. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for

such materials. This provision shall survive any expiration or termination of the Contract.

6.12 Warranty of Workmanship and Materials. The Contractor warrants and guarantees to the CCRMA that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work shall be of high quality free from faults and defects and in conformance with the Contract. Neither the final certificate of payment nor any provision in the Agreement nor partial or entire use of the improvements included in this Agreement by the CCRMA or the public shall constitute an acceptance of work not done in accordance with the Agreement or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the Work, except where a longer period is specified.

6.13 Prohibition Against Liens. The Contractor is prohibited from placing a lien on the subject property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

7.0 CCRMA's Obligations

7.1 Project Scope of Work. CCRMA shall provide a Project Scope of Work setting forth the description of the Project scope in drawings, specifications and other appropriate documents, schedule, objectives, characteristics and constraints, and a description of the basic services to be provided by the Contractor for this Project.

7.2 Representative. CCRMA is Cameron County's designated representative authorized to act on Cameron County's behalf with respect to the Project. Contractor shall coordinate its work solely through the designated representative. CCRMA or its designee is the designated representative for the purpose of administering this Agreement and any dispute resolution procedures.

7.3 Special Information. CCRMA shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the Project. CCRMA shall furnish other special investigations of the Project site as requested by the Contractor and as reasonably necessary for the Project. Contractor shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. CCRMA makes no warranties or representations as to the accuracy or suitability of information provided to the Contractor by CCRMA or by others, and the Contractor assumes any liability related to its reliance on that information.

7.4 Entry on Land. CCRMA shall assist Contractor in gaining entry to the property as necessary for Contractor to perform its services under this Agreement.

7.5 Review of Work. The CCRMA will review the Work in progress as appropriate. The CCRMA will notify the Contractor in writing of any material error or omission or other defect in the Work or any conflict in the Agreement documents that the CCRMA becomes aware of, but CCRMA shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

- 7.6 Time for Response.** The CCRMA shall furnish required information and services and shall render approvals and decisions as reasonably expeditiously as necessary for the orderly progress of the Contractor's services and of the Work.
- 7.7** The CCRMA's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of the Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 8.0 Acceptance of Work**
- 8.1 CCRMA's Satisfaction.** All Work performed under this Agreement shall be completed to the satisfaction of the CCRMA. The CCRMA shall decide all questions regarding Contractor's performance under the Agreement in the CCRMA's sole and absolute discretion, and such decisions shall be final and conclusive.
- 8.2 Correction of Work.** Should Contractor's Work not conform to the requirements of this Agreement and the Project requirements as determined by the CCRMA, the CCRMA may order the Contractor to correct the Work at no additional expense to the CCRMA or deduct the cost of correcting the Work from any other monies payable to the Contractor.
- 8.3 Liability.** The CCRMA's approval or acceptance of Contractor's Work will not release Contractor from any liability for any defects in the Work.
- 9.0 Cost Proposals**
- 9.1 Required for Project.** Contractor shall prepare a cost proposal for the Project requested by the CCRMA. The cost proposal shall identify the pre-priced items, the non-pre-priced items, and any other costs proposed to be included in the cost of the Work for the Project.
- 9.2 Pre-priced Items.** Pre-priced items are pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier. The cost proposal for the Project should be based substantially on the use of pre-priced items.
- 9.2.1 The Unit Price Guide** is a compilation of real property repair, rehabilitation, alteration, maintenance, and minor construction tasks, along with associated units of measure and unit prices designated or provided by the CCRMA to be used in administration of this Agreement. Unit prices include direct material, labor and equipment cost, but not indirect costs or profit. The Unit Price Guide for this Agreement is: "R.S. MEANS Facilities Construction Cost Data, Latest Edition, the City Cost Index (CCI) applied to costs. The unit cost estimate is for the City of McAllen" – Region 1, which is hereby incorporated by reference.
- 9.2.2 The Coefficient Multiplier** is a numerical factor which is applied to the Unit Price Guide unit prices to cover all of the Contractor's other costs in performing the Work of a Project including but not limited to, general and administrative and other overhead costs, insurance costs, incidental equipment rental, protective gear and clothing, contingencies such as changes in wage rates and inflation, Contractor's profit, and indirect costs. Separate coefficients may be used for Work performed during normal working hours and for Work performed during non-normal working hours. The Coefficient Multipliers for this Agreement is as identified in the Job Order Contracting Agreement with ESC Region Three (3) and is known to be .870.
- 9.3 Non-Pre-priced Items.** Non-Pre-priced items are the necessary, but incidental, parts of a Project that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price

Guide. The proposed cost of all non-pre-priced items in the cost proposal shall include all Contractor cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items. Non-pre-priced items shall not exceed ten percent (10%) of the total cost proposal for a Project.

- 9.4 **Other Costs.** Extraordinary costs that are unique to a specific Project and not generally or reasonably included in the coefficient multiplier may be added only if authorized or confirmed in writing by the CCRMA. Such extraordinary costs may be calculated as a lump sum for the Project or on a "Not to Exceed" basis.

10.0 Payment

- 10.1 **Partial Payments.** The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it with the required number of copies, to the CCRMA's Construction Manager for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the CCRMA's Construction Manager.

Monthly or partial payments made by the CCRMA to the Contractor are monies advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the CCRMA. Such payments shall not constitute a waiver of the right of the CCRMA to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the CCRMA.

- 10.2 **Final Payment.** After final inspection and acceptance by the CCRMA of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Agreement shall be the amount computed as described above less all previous payments.

The CCRMA before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the CCRMA deems it necessary in order to protect its interest. The CCRMA may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

Any amount due the CCRMA under Liquidated Damages, shall be deducted from the final payment due the Contractor.

- 10.3 Payments Subject to Submission of Certificates.** Each payment to the Contractor by the CCRMA shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.
- 10.4 Withholding Payments.** The CCRMA may withhold from any payment due the Contractor whatever is deemed necessary to protect the CCRMA, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the CCRMA and will not require the CCRMA to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the CCRMA elects to do so. The failure or refusal of the CCRMA to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.
- 10.5 Liquidated Damages.** The CCRMA and Contractor agree that Five Hundred Dollars and No/100ths (\$500.00) will be deducted from the Project Cost for each consecutive calendar day after the completion date established by the Notice to Proceed that any Work, including the correction of deficiencies found during the final testing and inspection, is not completed. This amount will be deducted not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the CCRMA and/or Cameron County will sustain for late completion.
- 11.0 Abandonment By Contractor**
- 11.1** In case the Contractor should abandon or fail to resume work within ten (10) calendar days after written notification from the CCRMA's representative or the Engineer, or the Contractor fails to comply with the orders of the Engineer when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the Contractor.
- 11.2** After receiving said notice of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the CCRMA or the Surety on the construction bond, or another Contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall be allowed as provided for under "Extra Work"), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.
- 11.3** In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the CCRMA may provide for completion of the work in either of the following elective manners:
- 11.3.1** The CCRMA may employ such force of men and use such machinery, equipment, tools, materials and supplies as the CCRMA may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said Contractor and the expense so charged shall be deducted and paid by the CCRMA out of such money as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In

case such expense is more than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then the Contractor and/or his surety shall pay the amount of such excess to the CCRMA; or

- 11.3.2** The CCRMA, under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the CCRMA under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the Contractor and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided herein above, a complete itemized statement of the contract accounts, certified to by the CCRMA's Construction Manager as being correct, shall then be prepared and delivered to the Contractor and his Surety, whereupon the Contractor and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.
- 11.4** In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the CCRMA had the work been completed by the Contractor under the terms of this contract and when the Contractor and/or his Surety shall pay the balance shown to be due by them to the CCRMA, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety. Should the cost to complete the work exceed the contract price and the Contractor and/or his Surety fail to pay the amount due the CCRMA within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the Contractor and his Surety subject only to the duty of the CCRMA to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the CCRMA may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor, as the CCRMA may elect.
- 11.5** The CCRMA shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the Contractor or his Surety, to their proper Localities without notice to the Contractor.

12.0 Dispute Resolution

Government Code Chapter 2260 Controls: Contractor's claims for breach of this Agreement that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Contractor's claims are governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

13.0 Insurance/Bonding Requirements

- 13.1** The Contractor shall not commence work under this Contract until it has obtained all the insurance required under this paragraph and such insurance has been approved by the CCRMA. If the policies are “claims-made” policies, then the policies must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract. The Contractor shall provide to the CCRMA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced below. Such certificates shall indicate that policies will not be reduced or canceled without at least thirty (30) days advance written notice to the CCRMA. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. The insurance company shall be acceptable to the CCRMA and said insurance companies must have a rating in the current Best’s of at least AXIII. Failure to maintain the required insurance coverage, including naming the CCRMA as an “additional insured” during the term of the Contract shall constitute a material breach thereof. The Contractor shall maintain the insurance coverage during the term of the Contract and shall name the CCRMA as an “additional insured” on the following insurance coverage:
- 13.2 Workers Compensation Insurance.** The Contractor shall procure, and shall maintain during the life of this Contract, Workers Compensation Insurance in an amount not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the CCRMA must be included in the policy. By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers compensation insurance. This certification includes all subcontractors.
- 13.3 Commercial General Liability Insurance.** An original certificate evidencing Commercial General Liability coverage, naming the CCRMA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the CCRMA as an additional insured under said policy (combined single limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) in the aggregate).
- 13.4 Business Automobile Liability Insurance.** Such coverage shall be a combined single limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for bodily injury and property damage.
- 13.5 Umbrella Liability.** Such coverage shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence or in the aggregate.
- 13.6** The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor’s obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

All Bonds shall be in a form approved by the Authority except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are authorized to do business in the State of Texas and are named in the current list of “Companies Holding Certificates

of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

If the surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas, or it ceases to meet the requirements herein, the Contractor shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the provisions herein.

14.0 Miscellaneous

14.1 Job Order Contracting Program Development. The contractor agrees to educate CCRMA employees in JOC Program Management and RS Means Job Cost Estimating. Contractor agrees to provide to the CCRMA annually, while this agreement is in effect, two (2) RS Means CostWorks estimating programs, with training on RS Means estimating and unit pricing.

14.2 Hard Costs Analysis. Contractor shall provide a hard cost analysis for this project with RS Means Estimate submitted for review and consideration of the Job Order Contracting Team. Attached herein as Exhibit 2. All CCRMA Job Order Contracting Program projects, at the discretion of CCRMA, are subject to a hard job costs analysis in an open book audit by the CCRMA Authorized Representative. Any project ending profit and overhead that is deemed to be in excess of the allowable profit and overhead as set forth in the RS Means unit pricing book for this Agreement, shall be credited back to the CCRMA by way of deductive change order and or at the discretion of the CCRMA, as recognized project betterment. Any anticipated excess profit and overhead shall be identified and reported on by the Contractor as soon as such determination is made during the course of the Project completion.

14.3 Construction Photography & Videos. Contractor shall keep daily Project progress digital photos produced by a competent photographer and provide written explanation of the photos in a monthly project progress report and deliver the same to the CCRMA’s Authorized Representative. The Contractor is responsible to develop a photo documentation plan for the Project, if required and as directed by the CCRMA’s Authorized Representative. CCRMA’s Authorized Representative may request photos documentation be sent to him/her at any time. Contractor shall have 48 hours or as agreed upon to respond to all separate request for photo documentation.

14.4 Preconstruction Conference. A preconstruction conference shall be held as soon after the award and execution of the Agreement as possible and before any Work at the site is started. The conference will be held at a location selected by the CCRMA’s Authorized Representative. The CCRMA’s Project Manager along with the Contractor shall prepare and distribute the meeting agenda, preside over the conference, and may distribute meeting minutes. The conference shall be attended by:

Contractor's Project Manager.

Contractor's Superintendent.

Any Subcontractors' and/or Suppliers' representatives whom the Contractor may desire to invite or whom the Engineer/Architect or CCRMA may request to attend.

Engineer/Architect’s representative.

CCRMA's Project Manager.

Cameron County's Authorized Representative,

Cameron County's Sponsor and or End User Department Representative.

14.5 Project Meetings: The Contractor, or his authorized representative(s), shall attend all Project related meetings as indicated herein. The Contractor's representatives, as a minimum, shall include his Project Manager and Superintendent. The Contractor shall provide all pertinent reports, copies of reports, etc., for each meeting as may be required by this or other sections of the Contract.

14.6 Construction Job Site Diaries: The Contractor shall prepare a daily construction diary recording as a minimum the following information concerning events at the site and submit duplicate copies to the CCRMA's Authorized Representative at weekly intervals. The copies are to be signed by the project Superintendent and Project Manager and include the following information.

Work performed;

Approximate count of Contractor's personnel, by classification, on the site;

List of all Subcontractors, personnel and any professionals on the site that day;

List of all equipment on the site by make and model;

High and low temperatures together with general weather conditions;

Start time and finish time of day's work;

Accidents and / or unusual events;

Meetings and significant decisions made;

Stoppages, delays, shortages and / or losses;

Meter readings and / or similar recordings;

Emergencies procedures that may have been needed;

Orders and requests of governing authorities;

Change Orders received and implemented;

Services connected and / or disconnected;

Installed equipment and / or system tests and / or startups and results;

Partial completions and / or occupancies; and

Date of substantial completion certified.

14.7 Submittals. The Contractor shall prepare submittals. Drawings and general provisions of the Agreement, including: Division 1 requirements and Cameron County Technical Specifications and Special Provisions thereto, should be used as the related documents for this requirement. For each JOC Project a specific submittal requirement list shall be formed and shall at minimum be inclusive of the following:

1. Project Specific Security plan.
2. Project Specific Safety Plan
3. Contractor's Construction Schedule.
4. Contractors Sequencing Plan
5. Submittal Schedule.
6. Shop drawings.
7. Product Data and MSDS
8. Materials Samples.
9. Project Technical Submittal Requirements

10. Quality assurance and quality control plan and submittals, including any required calculations, mix designs and substantiating test results.

14.8 Administrative Submittals. Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits.
2. Applications for Payment.
3. Performance and Payment bonds.
4. Insurance certificates.
5. Monthly Subcontractors activity and expense report.
6. Non-use of asbestos affidavits

14.9 Construction and Demolition Waste Management. The CCRMA has established that all JOC Projects shall minimize the creation of construction and demolition waste on the Project site and shall recycle and/or salvage non-hazardous construction, demolition, and land clearing debris to divert waste from Landfills.

Contractor shall minimize factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.

Contractor shall reuse, salvage, or recycle as many of the non-hazardous waste materials as economically feasible.

With written approval from the CCRMA's Authorized Representative, as an incentive to encourage resourcefulness, all profits resulting from salvaging and recycling shall go to the Contractor.

In cases where there is little to no cost difference between recycling/salvaging and land-filling of items not required to be recycled or salvaged, the Contractor is directed to recycle/salvage.

Hazardous materials are an exception to this Section. Comply with applicable requirements of Local, State and Federal regulations.

Draft Waste Management Plan: Within 14 calendar days after date of the Notice to proceed, or prior to any waste removal, whichever occurs first, submit a draft Waste Management Plan outlining how demolished items and waste material will be removed from the Project Site.

14.10 Project Specific Management Plans and Lists. Pending the JOC Projects size and scale of difficulty, at the sole discretion of the CCRMA's Representative, Engineers/Architects, and/or Project Managers, the Contractor shall provide the following, but not limited to, if requested within 14 days of request being made.

Storm water Pollution Prevention Plan (SWPP)
Hazardous Materials Handling Plans
Sustainable Construction Requirements
Construction Indoor Air Quality Management Plan
Public Safety and Convenience Plan

Wage Rates and Payroll Reporting
Project Materials and Equipment List
Development of MBE/ WBE Procurement Program
General and Project Specific Safety Plans
Project Closeout and Commissioning Documentation

- 14.11 Confidentiality.** The Contractor shall treat any CCRMA supplied information or information pertaining to CCRMA's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the CCRMA in writing.
- 14.12 Illegal Dumping.** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.
- 14.13 Subcontracting.** The Contractor agrees not to subcontract any part of the work without the prior written consent of CCRMA. If subcontracting is permitted, the Contractor must identify the subcontractor(s) to CCRMA prior to any subcontractor beginning work.
- 14.14 Open Records.** All information, documentation and other material submitted by the Contractor may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.
- 14.15 Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, the Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 14.16 Franchise Tax Certification:** As a limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the limited liability company is exempt from the payment of such taxes, or that the limited liability company is an out-of-state limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.
- 14.17 Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 14.18 Taxes:** CCRMA is a tax exempt political subdivision of the State of Texas under Chapter 151, Texas Tax Code and Chapter 3 of Title 34 of the Texas Administrative Code. Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses.
- 14.19 Eligibility Certification:** Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 14.20 Equal Employment Opportunity**
- A. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin.
 - B. The Contractor will cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

C. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

14.21 Force Majeure. No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

14.22 Non-Appropriation of Funds. It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of CCRMA, then CCRMA shall notify the Contractor, and this 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 CCRMA.

14.23 Financial Interest. By signature hereon, Contractor certifies that no member of the Cameron County Commissioners Court or Board Member of the Cameron County Regional Mobility Authority, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

14.24 Independent Contractor: Contractor acknowledges that it is engaged as an independent contractor and that CCRMA shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. Moreover, nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

14.25 Authority to Act: Contractor warrants, represents, and agrees that (1) it is duly organized, validly existing limited liability company that is in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

14.26 Records. Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the CCRMA or the CCRMA's authorized representative on reasonable notice. These records will be maintained and retained by the Contractor for a period of seven (7) years after the Contract expiration or until all audit, claim, and litigation matters are resolved, whichever is later.

14.27 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

14.28 Successors and Assigns. The CCRMA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the

services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of CCRMA. THE CONTRACTOR EXPRESSLY AGREES THAT: (1) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE CCRMA; AND, (2) THE CCRMA RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS AS NO PROVISION IN THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE CCRMA OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE CCRMA MAY HAVE BY OPERATION OF LAW. The benefits and burdens of this Agreement are, however, assignable by CCRMA in its sole and absolute discretion.

- 14.29 Waivers.** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.
- 14.30 Assignment or Novation.** The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County; provided, however, that assignments to banks or other financial institutions may be made without the consent of the CCRMA. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.
- 14.31 Entire Agreement.** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.
- 14.32 Severability.** Should any provision(s) of this Agreement be held invalid or unenforceable in any respect, that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision(s) had not been included.
- 14.33 Governing Law and Venue.** THIS AGREEMENT SHALL BE CONSTRUED, INTERPRETED AND APPLIED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD FOR CHOICE OF LAW PRINCIPLES. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS. ANY ALTERATIONS, ADDITIONS, OR DELETIONS TO THE TERMS OF THE CONTRACT THAT ARE REQUIRED BY CHANGES IN FEDERAL OR STATE LAW OR REGULATIONS ARE AUTOMATICALLY INCORPORATED INTO THE CONTRACT WITHOUT

WRITTEN AMENDMENT HERETO AND SHALL BECOME EFFECTIVE ON THE DATE DESIGNATED BY SUCH LAW OR BY SUCH REGULATION.

- 14.34 RIGHTS AND REMEDIES:** Duties and obligations imposed by the Agreement Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the CCRMA or Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such act or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

- 14.35** Contractor shall avoid any damage and destruction to dunes and vegetation, and in particular the fore dunes and the fore dunes ridge to the maximum extent practical. Damage and destruction to back dunes that actively exchange sand with and extend vegetation to fore dunes and the fore dune ridge shall be avoided to the maximum extent practicable. Any temporary impacts to vegetation will be mitigated on site by the contractor. However, if the dunes or vegetation are to be disturbed, the contractor must contact the CCRMA immediately and other related entities before proceeding.
- 14.36** Contractor shall not impact the public's ability to access the beach during construction. Contractor shall coordinate construction activities so as not to impede the ingress and egress of traffic to Isla Blanca Park.
- 14.37** If the project is conducted during turtle nesting season, Contractor is responsible to have a trained turtle patroller do a check for turtle tracks prior to construction each morning. If any crews come into contact with a turtle during construction, they'll be instructed to stop all activities and notify the project manager who will then contact the appropriate agency before continuing any work.
- 14.38** IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE CCRMA.

- 15.0 Indemnity.** This provision shall survive any expiration or termination of the Contract.

- 15.1** THE CONTRACTOR RELEASES THE CCRMA FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CCRMA (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONTRACTOR TO PERFORM THE OBLIGATIONS REQUIRED BY THE CONTRACT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES,

SUBCONTRACTORS, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

- 15.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the CCRMA, its directors, officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Contractor the consequences of which the Contractor has indemnified the CCRMA. If the Contractor shall fail to do so, the CCRMA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 15.3** **The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of the Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.**
- 15.4** **THE CONTRACTOR RELEASES THE CCRMA FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CCRMA (AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CCRMA, OR THE CCRMA'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.**

16.0 Notices

- 16.1** All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or CCRMA; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

16.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(a) If to CCRMA: Hondo Garcia, CCRMA Construction Manager
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956.621.5571
Fax: 956.621.5590

(b) With Copies to: Frank Parker, Jr., Chairman
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Phone: 956.621.5571
Fax: 956.621.5590

Eddie Treviño, Jr., County Judge
1100 E. Monroe Street, Suite 218
Brownsville, Texas 78520
Phone: 956.544.0830
Fax: 956.544.0801

Joe E. Vega, Parks Director
33174 State Park Rd. 100-South
South Padre Island, Texas 78597
Phone: 956.761.3700
Fax: 956.761.5317

(c) If to Contractor: A&I Custom Manufacturing, LLC
4337 Martinal Rd.
Brownsville, Texas 78526
ATT: Ismael Herrera
Ismael.ai@hotmail.com
956.592.6525

IN WITNESS WHEREOF, CCRMA and Contractor have executed and delivered this Contract effective as of the date identified above.

A&I Custom Manufacturing, LLC

Cameron County Regional Mobility Authority

By: _____
Ismael Herrera, Managing Member

By: _____
Frank Parker, Chairman of the Board

Date: _____

Date: _____

EXHIBIT 1

CAMERON COUNTY ISLA BLANCA PARK TOLL BOOTHS

PROJECT NO. 2021-004

PLANS USED FOR JOC CONTRACT PRICING

Cover Page	Cover	July 2021
ADA-01	TDLR Guidelines for Accessibility	July 2021
ADA-02	TDLR Guidelines for Accessibility	July 2021
D1.01	Demolition Site Plan	July 2021
A1.00	Site Plan	July 2021
A1.01	Overall Site/Floor Plan	July 2021
A2.01	Elevations	July 2021
A3.01	Door Window & Interior Details	July 2021
A4.01	Wall Sections & Exterior Details	July 2021
A5.01	Roof Plan	July 2021
S1.1	General Notes	August 16, 2021
S1.2	General Notes & CMU Details	August 16, 2021
S2.1	Foundation Plan & Details	August 16, 2021
S3.1	Roof Framing Plan & Details	August 16, 2021
MEP 1.01	MEP Site Plan	July 15, 2021
M2.01	Mechanical Notes	July 15, 2021
M3.01	Mechanical Plan	July 15, 2021
M4.01	Mechanical Schedule & Details	July 15, 2021
E2.01	Electrical Symbol Legend & Abbrev.	July 15, 2021
E3.01	Electrical Plan, Luminaire Schedule & Abbrev.	July 15, 2021
E4.01	Electric Riser Diagram & Schedules	July 15, 2021
E5.01	Electrical Details	July 15, 2021
P2.01	Plumbing, Waste, Vent Plan	July 15, 2021
P3.01	Plumbing Details	July 15, 2021

QUALIFICATIONS TO SCOPE OF WORK

1. Delete flag poles (2) but provide preparation for future flag pole foundation.
2. Delete rolling gate.
3. Delete ceramic floor and wall tile in the bathroom. Paint CMU walls and apply epoxy finish on floor instead.
4. Bollards- as designed there are 21. Reduce bollard count to 12
 - Self serve lane – 2 ea.
 - West booth – 5 ea. (2 north, 2 south, 1 for traffic arm)
 - East booth 5 ea. (2 north, 2 south, 1 for traffic arm)
5. Equipment Room Doors (Room 102 and 202 will be pre-finished fiberglass doors(not FRP and not CHEMPRUF)
6. Restroom (204) and Storage (104) will be pre-finished fiberglass doors(not FRP and not CHEMPRUF)
7. Entry doors will remain per specifications
8. Sliding Windows will not utilize FRP frame but an aluminum frame instead
9. Delete East elevation windows on both toll booths
10. Toll Equipment and Traffic Arms by others

Preliminary Estimate, by estimates

Ismael Herrera

A & I Custom Manufacturing LLC

20/017MR-01 - 2020 Choice Partners JOC A & I Custom Manufacturing - Basic

Contract Year - 2/26/2020 to 2/25/2022

New Toll Booths - CCRMA Toll Booths

Estimator: Ismael Herrera

New Toll Booths

Project Scope: Demolition of old Toll Booths
 Add new concrete for new Toll Booths
 Block Building per specs
 Pre-Engineered Roof Trusses
 Aluminum Roof per specs
 Restroom in one building
 Electrical work interior and exterior
 Painting interior and exterior
 12 New Bollards per plans

Division Summary (MF04)

01 - General Requirements	\$25,192.00
02 - Existing Conditions	\$14,300.00
03 - Concrete	
04 - Masonry	\$24,890.00
05 - Metals	
06 - Wood, Plastics, and Composites	\$18,068.24
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$7,665.00
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$568,463.24
RSMeans MCALLEN, TX CCI 2020Q4, 82.30%	\$(100,617.99)
Nonpriced Line Items	

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$61,072.00
Labor:	\$68,113.24
Equipment:	\$33,978.00
Other:	\$405,300.00
Laborhours:	511.25
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$478,348.00
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$568,463.24

2020 Choice Partners JOC Contractors Coefficient (-20.0000%)	\$(93,569.05)
2020 Choice Partners JOC Choice Partner's Coefficient (3.0000%)	\$11,228.29

Priced/Non-Priced

Total Priced Items:	26	\$568,463.24	
Total Non-Priced Items:	0	\$0.00	0.00%
	26	\$568,463.24	

Grand Total

\$385,504.49

Preliminary Estimate, by estimates

Estimator: Ismael Herrera

New Toll Booths

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-20-4890-3 Rent per week for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel	Ea.	10.0000	\$1,391.70	\$13,917.00	RSM20FAC E, O&P P
2	01-54-33-20-4893-4 Rent per month for rent skid steer attachment, backhoe	Ea.	4.0000	\$1,210.00	\$4,840.00	RSM20FAC E, O&P P
3	01-54-33-20-4897-4 Rent per month for rent skid steer attachment, concrete hammer	Ea.	1.0000	\$1,815.00	\$1,815.00	RSM20FAC E, O&P P
4	01-54-33-20-4899-4 Rent per month for rent skid steer attachment, trencher	Ea.	2.0000	\$1,006.50	\$2,013.00	RSM20FAC E, O&P P
5	01-54-33-20-5250-3 Rent per week for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.Ea.		2.0000	\$1,303.50	\$2,607.00	RSM20FAC E, O&P P
01 - General Requirements Total					\$25,192.00	
02 - Existing Conditions						
6	02-41-19-16-1200 Selective demolition, cutout, concrete, slab on grade, bar reinforced, to 6" thick, under 8 S.F., excludes loading and disposal	S.F.	150.0000	\$42.00	\$6,300.00	RSM20FAC L, E, O&P P
7	02-41-19-19-0800 Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	10.0000	\$800.00	\$8,000.00	RSM20FAC M, O&P P
02 - Existing Conditions Total					\$14,300.00	
04 - Masonry						
8	04-22-10-28-0300 Concrete block, high strength, hollow, 3500 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	S.F.	1,900.0000	\$13.10	\$24,890.00	RSM20FAC M, L, O&P P
04 - Masonry Total					\$24,890.00	
06 - Wood, Plastics, and Composites						
9	06-05-05-10-2960 Selective demolition, wood framing, beams, 2" x 8"	L.F.	1,500.0000	\$1.31	\$1,965.00	RSM20FAC L, O&P P
10	06-05-05-10-3188 Selective demolition, wood framing, bracing, 2" x 4", let into studs 16" OC	L.F.	250.0000	\$0.67	\$167.50	RSM20FAC L, O&P P
11	06-05-05-10-3250 Selective demolition, wood framing, blocking, between joists	Ea.	96.0000	\$1.69	\$162.24	RSM20FAC L, O&P P
12	06-05-05-10-4500 Selective demolition, wood framing, open web joists, up to 12" deep	L.F.	450.0000	\$2.16	\$972.00	RSM20FAC L, O&P P
13	06-05-05-10-6094 Selective demolition, wood framing, sheathing, 3/4", from roof	S.F.	900.0000	\$0.90	\$810.00	RSM20FAC L, O&P P
14	06-05-05-10-8010 Selective demolition, wood framing, soffit, hardboard, vinyl or aluminum	S.F.	300.0000	\$0.84	\$252.00	RSM20FAC L, O&P P

Preliminary Estimate, by estimates

Estimator: Ismael Herrera

New Toll Booths

06 - Wood, Plastics, and Composites

Item	Description	UM	Quantity	Unit Cost	Total	Book	
15 06-05-05-20-1200	Selective demolition, millwork and trim, casework, large area, remove	S.F.	350.0000	\$3.37	\$1,179.50	RSM20FAC L, O&P	P
16 06-17-33-10-1200	Wood I-Joists, fabricated "I" joists with wood flanges, plywood webs, 24" OC, 15' to 24' span, 50 psf live load, includes bridging & blocking	SF Fir.	4,000.0000	\$3.14	\$12,560.00	RSM20FAC M, L, O&P	P
06 - Wood, Plastics, and Composites Total							\$18,068.24

09 - Finishes

17 09-91-23-72-2410	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, 1 coat, smooth finish, roller	S.F.	3,500.0000	\$0.52	\$1,820.00	RSM20FAC M, L, O&P	P
18 09-91-23-72-3210	Paints & coatings, walls & ceilings, interior, masonry or concrete block, latex paint, primer plus 2 finish coats, smooth, roller	S.F.	3,500.0000	\$1.67	\$5,845.00	RSM20FAC M, L, O&P	P
09 - Finishes Total							\$7,665.00

Alternate

19 Alumium Roof	Alumium Seamless Roof	S.F.	1,000.0000	\$55.00	\$55,000.00	CUSTOM M, L, E, B	P
20 Betterman Allowance	Betterman Allowance	Ea	1.0000	\$10,000.00	\$10,000.00	CUSTOM B	P
21 Bollards	Galvanized Steel with Concrete	Ea	12.0000	\$1,504.00	\$18,048.00	CUSTOM M, L, E, B	P
22 Electrical Custorm Work	All extrior and interior Electrical work	Ea	1.0000	\$195,800.00	\$195,800.00	CUSTOM B	P
23 FRP Doors and Windows	Fiberglass Doors and Windows	Ea	1.0000	\$85,500.00	\$85,500.00	CUSTOM B	P
24 MEP	All Plumbing and AC work Per plans	Ea	1.0000	\$87,500.00	\$87,500.00	CUSTOM B	P
25 Payment and Performance Bonc Payment and Performance Bond		Ea	1.0000	\$21,500.00	\$21,500.00	CUSTOM B	P
26 Testing Allowance	Testing Allowance	Ea	1.0000	\$5,000.00	\$5,000.00	CUSTOM B	P
Alternate Total							\$478,348.00

Estimate Grand Total

385,504.49

A & I Custom Manufacturing LLC.

4337 Martinal Rd.

Brownsville Tx. 78526

956-592-6525

Ismael.ai@hotmail.com

November 01, 2021

Hondo Garcia

Construction Manager

3461 Carmen Avenue

Rancho Viejo, Texas 78575

Subject: Cameron County RMA Toll Booths

Job Order Contract: 20/017MR-01 (Choice Partners) Region 1

Mr. Hondo Garcia

A & I Custom Manufacturing LLC. Respectfully submits our original proposal price and scope of work in the amount of \$385,504.49 (Three Hundred Eighty-Five Thousand Five Hundred Four Dlls and Forty-Nine Cents). Specifically, this proposal includes all materials, labor, equipment needed to complete the work specifically identified in the attached scope of work and line item estimate, completed during normal business hours.

Anticipated construction duration will be 5-6 Months from the NTP is issued.

Long Lead times for the delivery of items per the Covid-19 Situation.

Please see the attached scope of work that covers this project.

ONE YEAR WARRANTY ON ALL LABOR AND MATERIALS FOR THIS PROJECT.

Regards

A handwritten signature in black ink, appearing to read "Ismael Herrera", written in a cursive style.

Ismael Herrera Vice-President

**2-I CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 03 TO
THE GENERAL ENGINEERING SERVICES AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND S&B
INFRASTRUCTURE, LTD.**

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

This Third Amendment to the 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 November 18, 2021.

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 \$18,000,000. 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 November 18, 2021.
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 Third 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-J CONSIDERATION AND APPROVAL TO SUBMIT A GRANT
APPLICATION TO THE FEDERAL RAILROAD ADMINISTRATION
FOR A RAIL RELOCATION PROJECT IN THE CITY OF HARLINGEN.**

Cameron County, Cameron County Regional Mobility Authority, and City of Harlingen, Texas

Harlingen Railroad Improvements

Executive Brief

- Location; City of Harlingen, Texas
- Description: Union Pacific Railroad Improvements
- Purpose: Eliminates eight street-rail crossings
- Costs (EA, Eng. Construction): \$7,000,000

Project Overview

In March 2003 representatives from the Union Pacific Railroad (UPRR) met with Cameron County and the City of Harlingen to present a proposal to relocate their railroad switching operation in Harlingen to the new Olmito switchyard. The cost of the proposal was \$12.8 million (completed) of which the Cameron County Regional Mobility Authority (CCRMA) was Project Manager. In return, the old Southern Pacific switching east of Commerce Street and the western portion of the UPRR yard west of Commerce Street would be vacated.

The improvements proposed by the UPRR include the following:

- Construct new rail crossing of SP Line across Commerce Street at \$6 million
- Construct new Rio Valley Switching Company (RVSC) connection into Harlingen yard at \$0.5 million
- Realign reverse curve along SP line at \$0.5 million
- Construct 24,000 feet of added tracks to the new Olmito yard at \$17.5 million (**Completed 2012**)
- Relocate rail car repair facility to the new Olmito yard at \$2.5 million (**Completed 2013**)
- Rehabilitate the old SP line through Los Fresnos at \$4.5 million (**Completed**)

The continued improvements now proposed are shown on the following Figure 1.

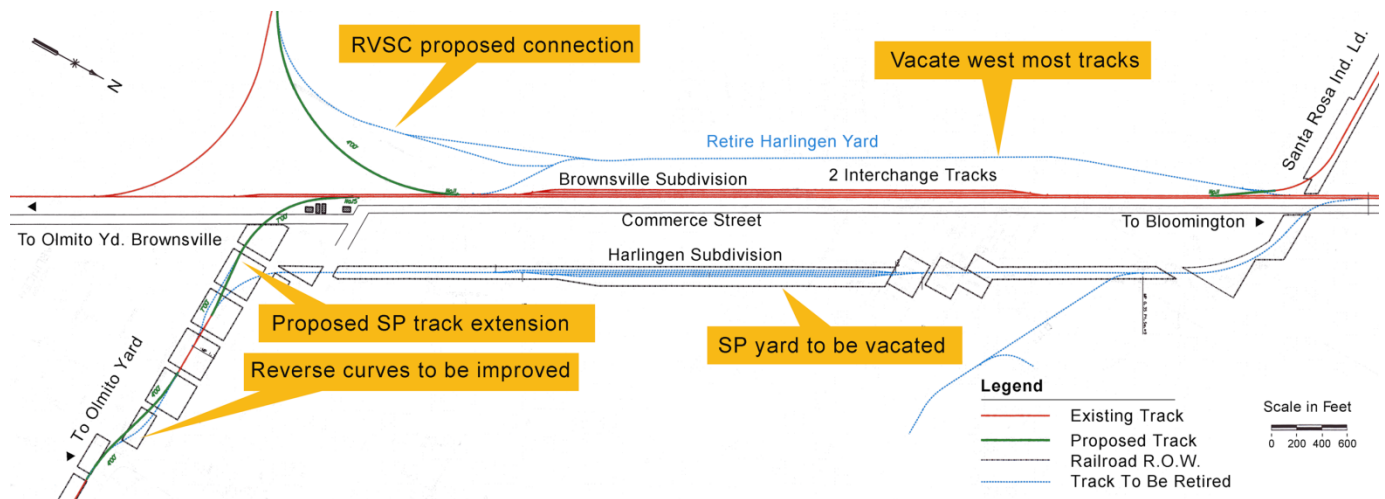


Figure 1

The individual components of the proposed improvements are as follows:

Construct New Harlingen Subdivision (SP) Track Extension

The extension of this track between Jefferson Avenue and Adams Avenue would allow for the closure of the older SP switchyard east of Commerce Street between Ona Street north to Orange Heights Street and the removal of the rail line between Commerce Street and Adams Avenue.

This proposed action would extend the end of the existing SP track across Commerce Street tying into the existing UPRR Harlingen switchyard as shown on the photograph below and previously on Figure 1. Railroad safety protection devices including gates would be installed for the new Commerce Street rail crossing.



Proposed SP track extension across Commerce St.-EB view

The following railroad-street crossings would be eliminated and are shown of the following photographs:

- ◆ Adams Avenue
- ◆ Washington Avenue
- ◆ Lela Street
- ◆ Ona Street
- ◆ Orange Heights Road
- ◆ Markowsky Avenue
- ◆ Commerce Street south of 77 Sunshine



**Orange Heights Track Crossing-
North end of SP yard - SB view**



**Ona St. Track Crossing-
South end of SP yard - NB view**



**Markowsky St. Crossing-
proposed rail to be removed-EB view**



**North Commerce St. at 77 Sunshine-
proposed rail removal-NB view**

**Washington Ave.- EB view
Crossing to be removed**



**Lela St. RR Crossing- EB view
Crossing to be removed**

**Washington St. RR Crossing- EB view
Crossing to be removed**



Construct New Rio Valley Switching Company (RVSC) Connection

The proposed project includes the construction of a new turning radius connection from the RVSC tracks into the UPRR switching tracks south of Fair Park Blvd as shown on the photograph below.



**Proposed connection for west radius to RVSC track-
SB view from W. Fair Park Blvd.**

The existing turn connection is presently to the west of this location and creates a multiple-track/street crossing and two sets of protection devices on Fair Park Blvd. The tracks that would be removed from operation on Fair Park Blvd. are shown in the photograph.



**W. Fair Park Blvd. - SB view
West-most rail crossing to be removed**

Presently 15 tracks exist in the UPRR yard. Upon the relocation of Union Pacific Railroad, the UP would retire 5 tracks including three classification tracks and two RIP tracks.

The proposal is not dependent on other actions relating to train operations along the older SP track through Los Fresnos or along the existing UP route through Harlingen and San Benito.

Straighten Two Curves along the Harlingen Subdivision (SP) Tracks

Presently two ten-degree curves exists along the SP tracks between Second Street and Fourth Street where the tracks traverse from south of Adams Ave shown on in the photograph below. The sharp reverse curves significantly reduce the speed of railroad operations through this area. The proposal plans to flatten the reverse curves.



**Reverse Curve - WB view
Proposed to be flatten**

The funding from the Federal Railroad Administration will be supplemented with local funds used to complete the projects described above.

Description of Previous Work Elements

Cameron County and the CCRMA have been involved extensively as a joint partner with the Union Pacific Railroad with the relocation or consolidated of railroad projects for the past four years.

The work completed to date includes the following major components of the Project:

- Construction of six miles of class I track with excavation and embankment for the new rail bed in west Brownsville.
- Construction of an International Bridge that spans U.S. Highway 281, the IBWC levee for the Rio Grande River and remains elevated throughout the floodway. The length of the bridge in the United States is 892 feet (from the international boundary at the center of the Rio Grande River the bridge continues in Mexico to the south bridge abutment).

- Construction of a building facility near U.S. Highway 281 that provides office space for United States Department of Homeland Security (U.S. Customs and Border Protection).
- Expansion of the Olmito Yard with 24,000 track feet to replace the old SP yard in Harlingen.

Proposed Scope of Work Remaining

- Construct new rail crossing of SP Line across Commerce Street at \$6 million
- Construct new Rio Valley Switching Company (RVSC) connection into Harlingen yard at \$0.5 million
- Realign reverse curve along SP line at \$0.5 million

Description of Items Proposed for Funding with Federal Railroad Administration Grant

The CCRMA will prepare the environmental document required. UPRR has expressed an interest in leading the design phase of the project. Thus, the \$400,000 available will be used for the environmental document and design.

**2-K CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 28
WITH S&B INFRASTRUCTURE TO ASSIST IN THE DEVELOPMENT OF A
GRANT APPLICATION TO THE FEDERAL RAILROAD ADMINISTRATION.**

WORK AUTHORIZATION NO. 28

This Work Authorization is made as of this _____ day of _____, 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” or “Engineer”).

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 a Federal Grant Application for the Harlingen Rail Project under the Consolidated Rail Infrastructure and Safety Improvements Grant.***

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 \$34,999.09, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. - Authority’s Responsibilities

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

Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Frank Parker, Jr., Chairman

Date: _____

S&B INFRASTRUCTURE, LTD.

By: _____
Daniel O. Rios, PE, President

Date: _____

LIST OF EXHIBITS

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

EXHIBIT A

Authority's Responsibilities

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

GENERAL

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

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

EXHIBIT “B”

Services to be Provided by the Engineer

GENERAL

The work to be performed by the **Engineer** under this contract consists of providing engineering services required for the preparation of a Federal Grant Application for the Harlingen Rail Project under the Consolidated Rail Infrastructure and Safety Improvements Grant (2021).

The **Engineer** shall collect, review, and evaluate the available existing data pertaining to the project and prepare the Grant Application Package in accordance with the requirements of the Notice of Funding Opportunity (NOFO) for the Consolidated Rail Infrastructure Grand Safety Improvements Grant in the Federal Register / Vol. 86, No. 166 / Tuesday, August 31, 2021.

PROJECT MANAGEMENT

- A. The **Engineer** will coordinate with **AUTHORITY** staff, other consultants, local municipal agencies, and utility companies.
- B. The **Engineer** shall implement their Quality Assurance/Quality Control program prior to submitting project documents to the **AUTHORITY**. The **Engineer** is responsible for errors and/or omissions that become evident before submission of the final Grant Application Package. The **Engineer** shall promptly make necessary revisions or corrections resulting from the Engineer’s errors, omissions, or negligent acts without additional compensation.

FEDERAL GRANT APPLICATION PREPARATION

The **Engineer** will prepare the following documents for the Federal Grant Application Package:

- A. **Project Narrative** consisting of the following sections as defined by the Grant NOFO: Cover Page, Project Summary, Applicant Eligibility, Project Eligibility, Detailed Project Description, Project Location, Evaluation and Selection Criteria, Project Implementation and Management, Planning Readiness, and Environmental Readiness
- B. **Statement of Work** according to the Federal Rail Administration document outlines addressing the project scope, schedule, and budget for the proposed project. It is understood by the Engineer that the project budget will be provided and will need to be adapted to the FRA’s budget template.
- C. Applicable **Standardized Federal Forms**, including SF424 – Application for Federal Assistance, and SF 424C – Budget information for Construction.

DELIVERABLES

I. Federal Grant Application Package

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.

It is understood that the Federal Grant Application Package must be submitted no later than 5:00 PM ET, November 29, 2021.

NOTICE TO PROCEED -- Upon Execution

- | | |
|---|--------------------------|
| 1. Application Preparation Phase | 14 days (2 Weeks) |
| 2. Application Review Phase | 14 days (2 Weeks) |

Work Authorization Complete	November 30, 2021
------------------------------------	--------------------------

PROJECT: Harlingen Rail Project FRA CRISI Grant Application
CLIENT: CCRMA
CONTRACT: GEC Contract
CSJ:
COUNTY: Cameron
S & B JOB NO.: U2716.228

10/29/21

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE								ESTIMATED FEE	TOTALS
					Principal	Project Manager	Engineer (V)	Engineer (I,II)	Senior CADD	Secretary	TOTAL HRS		
	100	GENERAL CONTRACT MANAGEMENT	S & B	BASIC		8				12	20	\$2,980.00	
681002		FEDERAL GRANT APPLICATION PREPARATION	S & B	BASIC							0	\$0.00	
681010		Prepare Project Narrative	S & B	BASIC		8	50	30	15		103	\$20,265.90	
681010		Prepare Statement of Work	S & B	BASIC		4	30	18			52	\$10,904.54	
681010		Prepare Standard Federal Forms	S & B	BASIC				5			5	\$848.65	
											0	\$0.00	
		Sub Total (100 - GENERAL CONTRACT MANAGEMENT)			0	20	80	53	15	12	180		\$34,999.09
		LABOR TOTALS											\$ 34,999.09
		Total Hours	MULTIPLIER		0	20	80	53	15	12	180		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	275.00	224.98	169.73	115.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	72.91	59.65	45.00	30.49	17.23			
	160	NON LABOR											\$0.00
		PROJECT TOTAL											\$34,999.09

**2-L CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION
NO. 29 WITH S&B INFRASTRUCTURE FOR THE SPI 2ND ACCESS
ACTION DEVELOPMENT PLAN.**

WORK AUTHORIZATION NO. 29

This Work Authorization is made as of this _____ day of _____, 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” or “Engineer”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services required for the continuance of the Advance Project Development (APD) South Padre Island 2nd Access (APD), 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 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 \$28,388.08, 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 (mainly USFW with respect to corridor easement) 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) EIS document to date.

EXHIBIT B

Services to be Provided by the Engineer

GENERAL

For this work authorization, the GEC shall provide engineering services required for the continuance of the Advance Project Development (APD) South Padre Island 2nd Access APD, Cameron County, Texas.

The **Engineer** shall make submittals, as defined by the milestones in Exhibit C, and in accordance with the latest **State/Authority's** policies and procedures. The submittals shall consist of electronic .pdf submittals. The **Engineer** shall reply to each comment either within the plan set or by separate cover letter. The **Engineer** shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

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.

Action Plan Development

The **Engineer** shall investigate and document the following items:

- Review the alternatives and any proposed changes to the existing preferred alternative.
 - Address the USFWS ownership of the Holly Beach landing area.
 - Scope a Section 4(f)/6(f) for the Holly Beach landing area.
 - Consider additional design modifications and EIS updates for:
 - FM 510-Buena Vista intersection
 - SH 100-Buena Vista intersection
- Determine if technical reports previous prepared for the EIS are still valid or too dated to be used at this time. Technical Reports provided as appendices in the EIS include the following:
 - Hazardous Materials
 - Biological Assessment
 - Economic Analysis
 - Public Involvement Summaries
 - Wetland Delineation Report
 - Vegetation and Habitat Assessments
 - Seagrass Survey Report
 - Essential Fish Habitat Assessment
 - Seagrass Mitigation Plan
- Determine the need to update and/or prepare additional technical reports/documentation based on TxDOT toolkits or add updated information directly to the current EIS without additional technical reports. Additional technical reports may include:
 - Air Quality Technical Report
 - Archeological Background Study

- Community Impacts Assessment Form
 - Cumulative Impacts Technical Report
 - Hazardous Materials Initial Site Assessment Form
 - Historic Studies Technical Report
 - Indirect Impacts Analysis Technical Report
 - Surface Water Analysis Form
 - Traffic Noise Analysis Technical Report
 - Species Analysis Spreadsheet
 - Species Analysis Form
 - Documentation of TPWD BMPs
 - EPIC Sheets
- Identify the participating and cooperating agencies from the current EIS and determine the level of re-coordination. Consider interagency meetings, or other coordination alternatives, to discuss design changes that may result in additional project requirements (e.g., Biological Assessment/Biological Opinion, Aquatic Resource of National Importance-ARNI designations, etc.). Prepare a plan and schedule for coordinating agency involvement in the environmental review process (including 23 USC 139 – Efficient Environmental Reviews for Project Decision-making).
 - Develop a Draft Preliminary Public Involvement Plan to determine the number of public meetings/hearings to hold as the project moves forward..

PROJECT MANAGEMENT (Function Code 164)

- A. The **Engineer** will continue to coordinate with **AUTHORITY** staff and TxDOT on above items. Two meetings are projected with the CCRMA and the Pharr District as well as a meeting with the CCRMA and the TxDOT Environmental Affairs Division. If a joint meeting can be held with all parties, that would be preferable.
- 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. The **Engineer** will prepare documents for further project advancement.

DELIVERABLES

Approved Scoping documents from TxDOT to move project forward.

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

Work Authorization Complete

January 31, 2022

PROJECT:		SPI Action Plan Development		Exhibit D - Cost Proposal													
CLIENT:		CCRMA		LUMP SUM													
COUNTY:		Cameron															
S&B JOB NO.:		U2716.229															
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) (3 Months)	S & B	SPECIAL			3							3	6	\$1,020.00		
2	Proposed Meetings (2 Meetings)	S & B	SPECIAL			12		16					4	32	\$6,520.00		
3	Agency Coordination	Ares	SPECIAL												\$15,000.00		
Sub Total (Administration and Coordination)				0	0	15	0	16	0	0	0	0	7	38			
Document Review																	
	USFW Deed for coridor easement & documentation	S & B	SPECIAL			2			12		2			16	\$3,269.28	\$3,269.28	
Sub Total (Documentation)				0	0	2	0	0	12	0	2	0	0	16			
SUBTOTAL (LABOR)				0	0	17	0	16	12	0	2	0	7	54		\$25,809.28	
	Total Hours	MULTIPLIER		0	0	17	0	16	12	0	2	0	7	54			
	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																	
	TxDOT Meetings (2 meetings - 1 Local & 1 in Austin)																
	Travel - Lodging	S & B (nl)	SPECIAL	Persons =	3	Nights =	2		Cost per Night=	\$ 140.00					\$840.00		
	Travel - Meals	S & B (nl)	SPECIAL	Persons =	3	Days =	4		Cost per Day =	\$ 64.00					\$768.00		
	Travel - Airfare	S & B (nl)	SPECIAL	Persons =	1	Trips=	1		Airfare per Trip=	\$ 600.00					\$600.00		
	Travel - Mileage	S & B (nl)	SPECIAL	Miles =	10	Trips=	2		Mileage per Trip=	\$ 0.54					\$10.80		
	Travel - Rental Car + Fuel	S & B (nl)	SPECIAL			Days =	4		Rental / Gas per Day=	\$ 90.00					\$360.00		
SUBTOTAL (NON-LABOR)																\$2,578.80	
															CONTRACT TOTAL	\$28,388.08	



S&B Infrastructure, Ltd.

956.926.5000

5408 N. 10th Street

McAllen, TX 78504

sbinfra.com

November 16, 2021

Pete Sepulveda, Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, TX 78575

RE: WA No. 29 – SPI Action Plan Development

Dear Mr. Sepulveda,

This is to notify you that we are using Rigo Villarreal with Ares Services Incorporated for Stakeholder Coordination at the local and state agency level for the above-mentioned project. Ares Services Inc. specialize in that type of Coordination. Attached is Rigo Villarreal's Biography & Curriculum for your reference.

Please contact us if you need any other information.

Sincerely,

A handwritten signature in blue ink that reads "Phillip J. Pawelek, P.E.".

Phillip J. Pawelek, PE

Vice-President - Transportation

RIGOBERTO VILLARREAL

PRESIDENT/CONSULTANT



On October 11, 2010 Rigoberto Villarreal was appointed Superintendent of McAllen-Hidalgo and Anzalduas International Bridges. He oversees the operations of two of the highest traveled bridges in the Rio Grande Valley. His extensive background in public administration, community and public relations, and management of government projects and services is utilized in his continuous efforts for improvements towards the success of both bridges.

Most recently, Mr. Villarreal was appointed by the Governor to the Texas Facilities Commission. The Commission manages state government buildings and handles the sale of surplus property, including property donated to the state by federal programs. Mr. Villarreal previously served as an Executive Board Member to the Border Trade Alliance (BTA). The BTA is a non-profit organization that serves as a forum for participants to address key issues affecting trade, travel and security in North America. Mr. Villarreal, appointed by the Texas Transportation Commission, previously served as a member of the Border Trade Advisory Committee. As a member of this committee, Mr. Villarreal provides an avenue of interested parties to express opinions with regard to border trade issues.

He has also been previously appointed as a board member of the McAllen Chamber Commerce, where he served his community by enhancing economic growth and quality of life through leadership and collaborative partnerships.

Mr. Villarreal has also been a member of the Rio Grande Valley Chamber of Commerce, a prestigious, sixty-eight-year legacy of building businesses in South Texas, which exists to cultivate opportunities.

Mr. Villarreal formerly served on the board of the Texas Department of Information Resources (DIR), appointed by the Governor of Texas, where he joined DIR in providing technology leadership, solutions, and value to Texas state government, education, and local government entities to enable and facilitate the fulfillment of their core missions.

He is the former board president of the Border Trade Alliance Mexico, where he helped to advocate for pro-trade facilitation policies. Also, he was member of the Freight Advisory Committee from 2013 to 2014 where he provided advice and recommendations to the Texas Department of transportation regarding freight transportation and assisted in identifying potential corridors that are critical to the state's economic growth and global competitiveness.

Mr. Villarreal served as a member in the Border Master Plans Committee from 2011 to 2014 which was implemented by the U.S./Mexico Joint Working Committee on Transportation Planning, the Federal Highway Administration and the U.S. Department of State to improve transportation infrastructure on Port's of Entry and allocate funding.

From 2011 to 2012, TXDOT convened the Panama Canal Stakeholder Working Group (PCSWG) to ensure that Texas is well-positioned to maximize the economic opportunity to the 2014 expansion of the Panama Canal, which will double its capacity, Mr. Villarreal was a member to the PCSWG from its inception.

In 2004 Mr. Villarreal was the Public Relations Coordinator for State House Seat, District 36, where he served in an advisory capacity, and represented the office at public events when State Representative was unavailable, as well as provided input and researched house and senate bills affecting District 36. Later, in 2006 Mr. Villarreal served as Chief of Staff for Hidalgo County Judge JD Salinas. He reported directly to the County Judge and served as liaison between the office and its departments as well as other elected officials. He also represented the County Judge in his absence.

Mr. Villarreal, was also a major contributor and planner in the negotiations and details of a \$40M border-wall and levee project. As well as contributed extensively on Hidalgo county-wide budget issues and provided input and recommendations for the county's multi-million dollar budget and budget surplus of \$27M. He has led initiatives that resulted in statewide recognition for hurricane preparedness. Mr. Villarreal has been instrumental in establishing seamless and transparent operational and public access for all aspects of the gubernatorial offices through the development and implementation of web-based applications and initiatives.

His previous Community and professional experience consist of:

- * Program Administrator for the Office of the Attorney General
- * Governor Rick Perry Appointee to the Private Prison Oversight Authority Board
- * Previous Hidalgo County Civil Service Commission, Member and Chairperson

After being a migrant farm worker, traveling to Minnesota and Iowa, Mr. Villarreal pursued his education at the University of Texas, Pan American where he earned his Bachelor's of Social Work as well as his Masters in Public Administration in 1994.

Mr. Villarreal is a proud parent to his four children, twins, a boy, David Julian and a girl, Carlette, and two daughters, Mia and Natalia.

RIGOBERTO VILLARREAL

PRESIDENT

CONSULTANT / LOBBYIST



MISSION, TX 78572 * TEL: 956.207.8699 * RIGO@THEOLYMPUSGRP.COM

Senior-Level Executive with an extensive background in public administration, government liaison, community, public relations, and management of government projects and services. An adept negotiator who consistently builds solid community, business, and government relationships. Strong financial planning and management expertise combined with successful complex, government, large project strategy and coordination.

Key Qualifications

PUBLIC ADMINISTRATION
BUDGET & FINANCE MANAGEMENT
GOVERNMENT RESOURCE COORDINATION

HUMAN RESOURCE MANAGEMENT
COMMUNITY & PUBLIC RELATIONS LOCAL
PROCUREMENT & VENDOR MANAGEMENT

PROJECT MANAGEMENT
STATE & FEDERAL GOVERNMENT COORDINATION
REGULATORY COMPLIANCE

Career Highlights

ARES SERVICES INCORPORATED DBA THE OLYMPUS GROUP
PRESIDENT / CONSULTANT / LOBBYIST
RIO GRANDE VALLEY

FEB 2020 — PRESENT

- Possess in-depth knowledge regarding governmental affairs and funding strategies.
- Offer advice and plan strategies to meet goals and objectives of organization.
- Organize and schedule meetings.
- Represent the organization at any pertinent meetings.
- Establish contacts with the right decision makers.
- Communicate with relevant elected officials on both sides of the border regarding relevant issues.
- Extensive experience with Federal agency coordination in both U.S. and Mexico for the last 13 years both as Superintendent of Bridges for Anzalduas and McAllen-Hidalgo International Bridges and as consultant for other public and private entities that have an interest in Federal, state coordination.
- Submitted and received approval for the Anzalduas Land Port of Entry Project for Commercial Traffic through the Federal Donations Acceptance Program for 53.5 million. 2019
- Assisted in securing over 24 million of Rider II B, CBI and other TXDOT funding for Anzaldua's International Bridge Commercial Expansion Project. 2020
- Consultant for the City of Mission. Retained to extend Madero Bridge Presidential Permit of which was successful in 2021. Project is able to move forward with Environmental Assessments and other Federal agency Permits. 2020

- Active in other projects statewide with S&B Infrastructure dealing with federal, state and local coordination.

SUPERINTENDENT OF BRIDGES

2010 — JAN 2020

CITY OF MCALLEN

MCALLEN-HIDALGO INTERNATIONAL BRIDGE

ANZALDUAS INTERNATIONAL BRIDGE

Appointed Superintendent of Bridges in 2010 by the McAllen-Hidalgo and Anzaldua's Bridge Board to represent two of the highest traveled bridges in the Rio Grande Valley.

Reports directly to the Bridge Board and serves as liaison between the City of McAllen, City of Hidalgo, and City of Mission with local, state, and federal elected officials and its stakeholders. Manages the administrative and operational staff for both international bridges.

KEY HIGHLIGHTS

- Major contributor and planner in the negotiations and details of \$7 M funding received from the Texas Transportation Commission through Senator Juan "Chuy" Hinojosa for southbound customs inspection facilities and northbound inspection booths at the Anzaldua's International Bridge.
- Contributed extensively on accomplishing the award of a \$1.2M Economic Development Administration Grant, working closely with the U.S. Department of Commerce. Funding to be used for infrastructure improvements at the McAllen-Hidalgo International Bridge.
- Strives to provide a bridge system in scale and scope by developing relationships with local businesses, trade partners, local community, state, and federal elected officials as well as all stakeholders.
- Developing the standard of excellence in the International Toll Bridge industry by providing a safe and efficient bridge crossing in both the McAllen-Hidalgo and Anzaldua's International Bridges.

CHIEF OF STAFF

2006 – 2010

HIDALGO COUNTY JUDGES OFFICE EDINBURG, TX

A local government office involved in and providing numerous public services, including community assistance coordination, liquor licensing, fostering economic development, emergency services management, media and public awareness, and healthcare assistance for a population of more than 700,000 people.

Reported directly to the County Judge and served as liaison between the office and its departments as well as other elected officials. Managed office staff and represented the County Judge in various administrative, coordination, and event activities. Fulfilled the duties of the County Judge in his absence.

KEY HIGHLIGHTS

- Major contributor and planner in the negotiations and details of a \$40M border-wall and levee project that coordinated state, Federal, and local funds, and resources in both the repair of the water levee as well as the construction of the federally proposed and mandated secure-border fence project.
- Contributed extensively on county-wide budget issues and provided input and recommendations for the county's multi-million-dollar budget and budget surplus of \$27M.
- Led initiatives that resulted in statewide recognition for hurricane preparedness.
- Instrumental establishing seamless and transparent operational and public access for all aspects of the gubernatorial offices through the development and implementation of web-based applications and initiatives.
- Nov 2020. Assisted in Securing funding for drainage improves for City of Weslaco through Texas Water Development Board.

PUBLIC RELATIONS COORDINATOR

2004-2006

STATE HOUSE REPRESENTATIVE KINO FLORES (D) • MISSION, TX

Elected to the House by voters in 1996 as Representative in the 75th Texas legislature for the 36th district, incorporating the cities of Hidalgo, Granjeno, McAllen, Mission, Palmview, Pecos, and Pharr.

Served in an advisory capacity, wrote speeches, and represented the office at public events when Representative Flores was unavailable. Provided input and researched house and senate bills affecting District 36.

KEY HIGHLIGHTS

- Assisted in writing speeches with topics covering fallen soldiers, recognition of schools and children, the World Birding Center, Veterans Cemetery, and numerous others.
- Advised Representative Flores on the area value of the World Birding Center and Veterans Cemetery.

Education • Professional Development • Affiliations

Master of Public Administration—Thesis: Lawsuit Abuse in Hidalgo County - 1994

UNIVERSITY OF TEXAS, PAN AMERICAN

Bachelor of Social Work - 1989

UNIVERSITY OF TEXAS, PAN AMERICAN

Community and Professional

- FORMER GOVERNOR APPOINTEE TO THE PRIVATE PRISON OVERSIGHT AUTHORITY FOR 3 YEARS
- FORMER HIDALGO COUNTY CIVIL SERVICE COMMISSION, MEMBER AND CHAIRPERSON

Texas Governor Greg Abbott State Appointments

- Texas Facilities Commission (TFC) 2018 — March 2020
State Commissioner
The Texas Commissioner manages state government buildings and handles the sale of surplus property, including property donated to the state by federal programs.
- Texas Department of Information Resources (DIR) — 2016 (past member)
Board Member
The Texas Department of Information Resources (DIR) is to provide technology leadership, solutions, and value to Texas state government, education, and local government entities to enable and facilitate the fulfillment of their core missions.

Memberships

- Border Trade Alliance / Mexico — 2014 present
President
The Border Trade Alliance/Mexico is a broad based, grassroots organization comprised of businesses, private and public sector organizations, and individuals involved in American/Mexican trade, border crossing, transportation, and tourism.
- McAllen Chamber of Commerce — 2013 (past member)
Board Member
The McAllen Chamber of Commerce serves its members, community, and visitors by enhancing economic growth and quality of life through leadership, marketing, and collaborative partnerships.
- Rio Grande Valley Partnership — 2012 — 2016 (past member)
Board member the Rio Grande Valley Partnership, with its prestigious, sixty-eight-year legacy of building businesses in south Texas, exists to cultivate opportunities. created in 1944, it unites a diverse and distinguished roster of leadership from across four counties. a chamber of commerce for the whole valley, the partnership fosters the relationships and coordinates the programs that advance regional economic development.

- Border Trade Alliance —2010-2019 (Past)

Executive Board Member

Founded in 1986, the Border Trade Alliance (BTA) is grassroots, non-profit organization that serves as a forum for participants to address key issues affecting trade, travel, and security in north America. working with entities in Canada and the United States, the BTA advocates on behalf of policies and initiatives designed to improve border affairs and trade relations among the three nations.

- Texas Transportation Commission— 2011 - 2020 (past member)

Border Trade Advisory Committee — Member

This committee provides a forum of exchange of communications between the Texas Transportation Commission, TxDot, the Governor and Committee Members representing border trade interests. the committee's advice and recommendations provide them with a broad prospective regarding the effect of transportation choices on border trade general and on communities. as a member of this committee, Mr. Villarreal also provides an avenue of interested parties to express opinions with regard to border trade issues.

- Texas Department of Transportation—2013 to 2014.

Freight Advisory Committee

The Freight Advisory Committee serves as a forum for agency transportation decisions affecting Texas Freight Mobility it ensures the participation of private sector freight stakeholders in TxDots transportation planning process. also, that freight transportation needs are addressed in TxDots transportation planning, programming, investments, and implementation processes.

- Lower Rio Grande Valley —Tamaulipas Border Master Plan —2011 to 2014.

Member Border Master as defined and supported by the U.S/MEXICO joint working committee on transportation planning, the Federal Highway Administration, and the U.S. Department of State are comprehensive long-range plans to inventory transportation and port-of-entry (POE) infrastructure that facilitate trade and prioritize transportation and POE projects within a defined study area. the plans represent binational stakeholder efforts to prioritize and promote POE and related transportation projects, inform decision-making, allocate limited funding sources, and ensure continued dialogue and coordination on current and future POE and supporting transportation infrastructure needs and projects.

- Panama Canal Stakeholder Working Group (PCSWG) —2011 to 2012.

Member

The 2014 expansion of the Panama Canal will double its capacity by allowing more and larger ships to move through the canal. Texas intends to ensure that it is well positioned to maximize this economic opportunity. TxDot has convened the Panama Canal stakeholder working group (PCSWG) to address this issue. the charge is to recommend short, mid, and long term TxDot transportation improvements that will better position the state to take advantage of the expansion and enhance Texas' role in global trade.

**2-M DISCUSSION AND POSSIBLE ACTION REGARDING EROSION
REPAIRS ON SH 550.**

CCRMA															
SH550 SLOPES EMERGENCY REPAIRS															
CAMERON COUNTY, TX															
AREA #2															
		Bid Items			CUBCO Construction, Inc.				G8 Utilities, LLC					Lucania Construction	
Bid Item	Description	Units	Est. Qty.		Bid Qty.	Unit Price	Cost		Bid Qty.	Unit Price	Cost		Bid Qty.	Unit Price	Cost
01106003	EXCAVATION (SPECIAL)	CY	77		77	\$ 130.00	\$ 10,010.00		77	\$ 38.96	\$ 3,000.00		77	\$ 61.00	\$ 4,697.00
01326003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	148		148	\$ 70.00	\$ 10,360.00		148	\$ 16.89	\$ 2,500.00		148	\$ 80.00	\$ 11,840.00
20056001	FILTER FABRIC (TY 2)	SY	225		225	\$ 7.00	\$ 1,575.00		225	\$ 52.89	\$ 11,900.00		225	\$ 8.50	\$ 1,912.50
01566001	BULLDOZER WORK	HR				-	-		-	-	-		20	\$ 345.00	\$ 6,900.00
01586002	SPEC EXCAV WORK (BACKHOE)	HR			32	\$ 105.00	\$ 3,360.00		-	-	\$ 1,500.00		10	\$ 290.00	\$ 2,900.00
04016001	FLOWABLE BACKFILL	CY	5		5	\$ 200.00	\$ 1,000.00		5	\$ 360.00	\$ 1,800.00		5	\$ 440.00	\$ 2,200.00
	MOBILIZATION	LS	1		1	\$ 1,000.00	\$ 1,000.00		1	\$ 4,500.00	\$ 4,500.00		1	\$ 6,050.00	\$ 6,050.00
						SUB-TOTAL=	\$ 27,305.00			SUB-TOTAL=	\$ 25,200.00			SUB-TOTAL=	\$ 36,499.50
Area # 5															
01106003	EXCAVATION (SPECIAL)	CY	200		200	\$ 200.00	\$ 40,000.00		200	\$ 15.00	\$ 3,000.00		200	\$ 61.00	\$ 12,200.00
20056001	FILTER FABRIC (TY 2)	SY	600		600	\$ 7.00	\$ 4,200.00		600	\$ 52.42	\$ 31,450.00		600	\$ 8.50	\$ 5,100.00
01326003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	360		360	\$ 70.00	\$ 25,200.00		360	\$ 12.50	\$ 4,500.00		360	\$ 80.00	\$ 28,800.00
01566001	BULLDOZER WORK	HR				-	-		-	-	-		20	\$ 345.00	\$ 6,900.00
01586002	SPEC EXCAV WORK (BACKHOE)	HR			39	\$ 105.00	\$ 4,095.00		-	-	\$ 1,500.00		10	\$ 290.00	\$ 2,900.00
	MOBILIZATION	LS	1		1	\$ 1,000.00	\$ 1,000.00		1	\$ 4,500.00	\$ 4,500.00		1	\$ 6,050.00	\$ 6,050.00
						SUB-TOTAL=	\$ 74,495.00			SUB-TOTAL=	\$ 44,950.00				\$ 61,950.00
Area # 7															
01106003	EXCAVATION (SPECIAL)	CY	71		71	\$ 100.00	\$ 7,100.00		71	\$ 42.25	\$ 3,000.00		71	\$ 61.00	\$ 4,331.00
20056001	FILTER FABRIC (TY 2)	SY	231		231	\$ 7.00	\$ 1,617.00		231	\$ 55.19	\$ 12,750.00		231	\$ 8.50	\$ 1,963.50
01326003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	98		98	\$ 70.00	\$ 6,860.00		98	\$ 20.41	\$ 2,000.00		98	\$ 80.00	\$ 7,840.00
01566001	BULLDOZER WORK	HR				-	-		-	-	-		20	\$ 345.00	\$ 6,900.00
01586002	SPEC EXCAV WORK (BACKHOE)	HR			26	\$ 105.00	\$ 2,730.00		-	-	\$ 1,500.00		10	\$ 290.00	\$ 2,900.00
	MOBILIZATION	LS	1		1	\$ 1,000.00	\$ 1,000.00		1	\$ 4,500.00	\$ 4,500.00		1	\$ 6,050.00	\$ 6,050.00
						SUB-TOTAL=	\$ 19,307.00			SUB-TOTAL=	\$ 23,750.00			SUB-TOTAL=	\$ 29,984.50
05066031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HR			10	\$ 140.00	\$ 1,400.00						20	\$ 305.00	\$ 6,100.00
	TRAFFIC CONTROL	LS							1	\$ 2,900.00	\$ 2,900.00				
						TOTAL=	\$ 122,507.00			TOTAL=	\$ 96,800.00			TOTAL=	\$ 134,534.00

EQUIPMENT

Ballast Material:
 Cat 938 G Loader
 3 Kenworth Belly Dump Tractor/Trailers
 1 JD 410 Backhoe
 1 Skid Steer
 Roadside Repairs (Embankment)
 Cat 336E Excavator (Long Reach)
 938G Loader
 2- JD 410 Backhoes
 1- Cat 224E Compaction Roller

15 Working Days

EQUIPMENT

hydraulic excavator 210
 backhoe loader JD 310J
 48" roller
 water tank
 dump truck
 traffic control (barricades, cones, warning signs)

3 Weeks

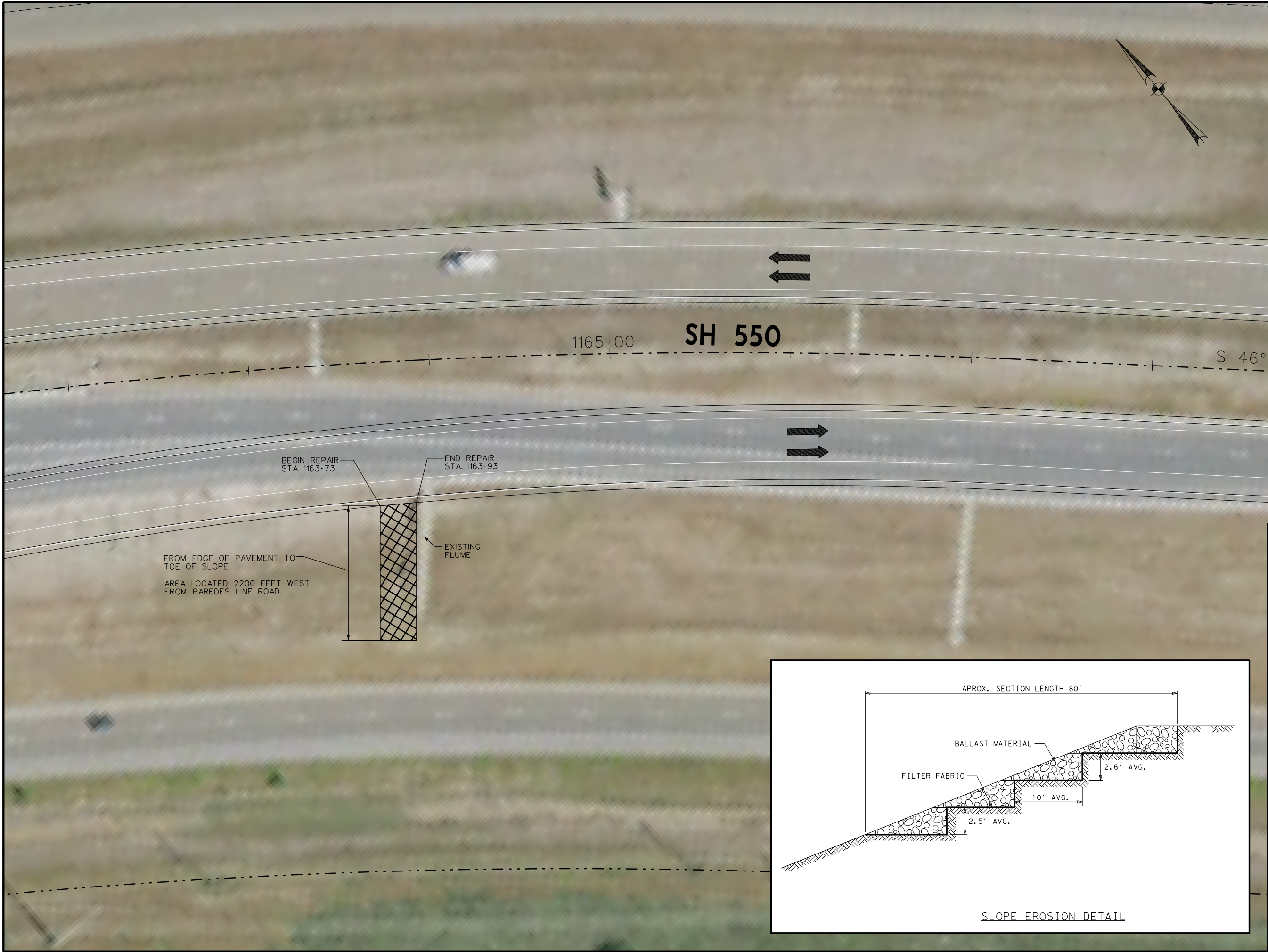
EQUIPMENT

Excavator CAT 336
 3 CY loader
 2 MG water truck
 Compactor CAT CP-323
 Backhoe CAT 420F2
 Bulldozer CAT D4

15 Working Days

Plotted on: 11/15/2021

Pen Table: \$PEN\$
Design Filename: \$NAME\$



SH 550
EMERGENCY
REPAIR AREA •2

SCALE: PLAN 1"=50'



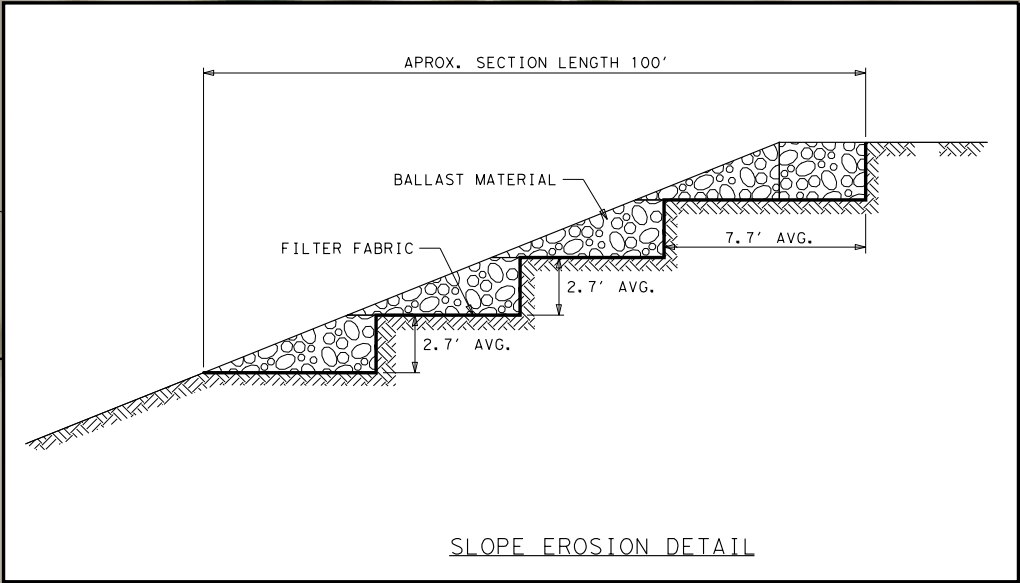
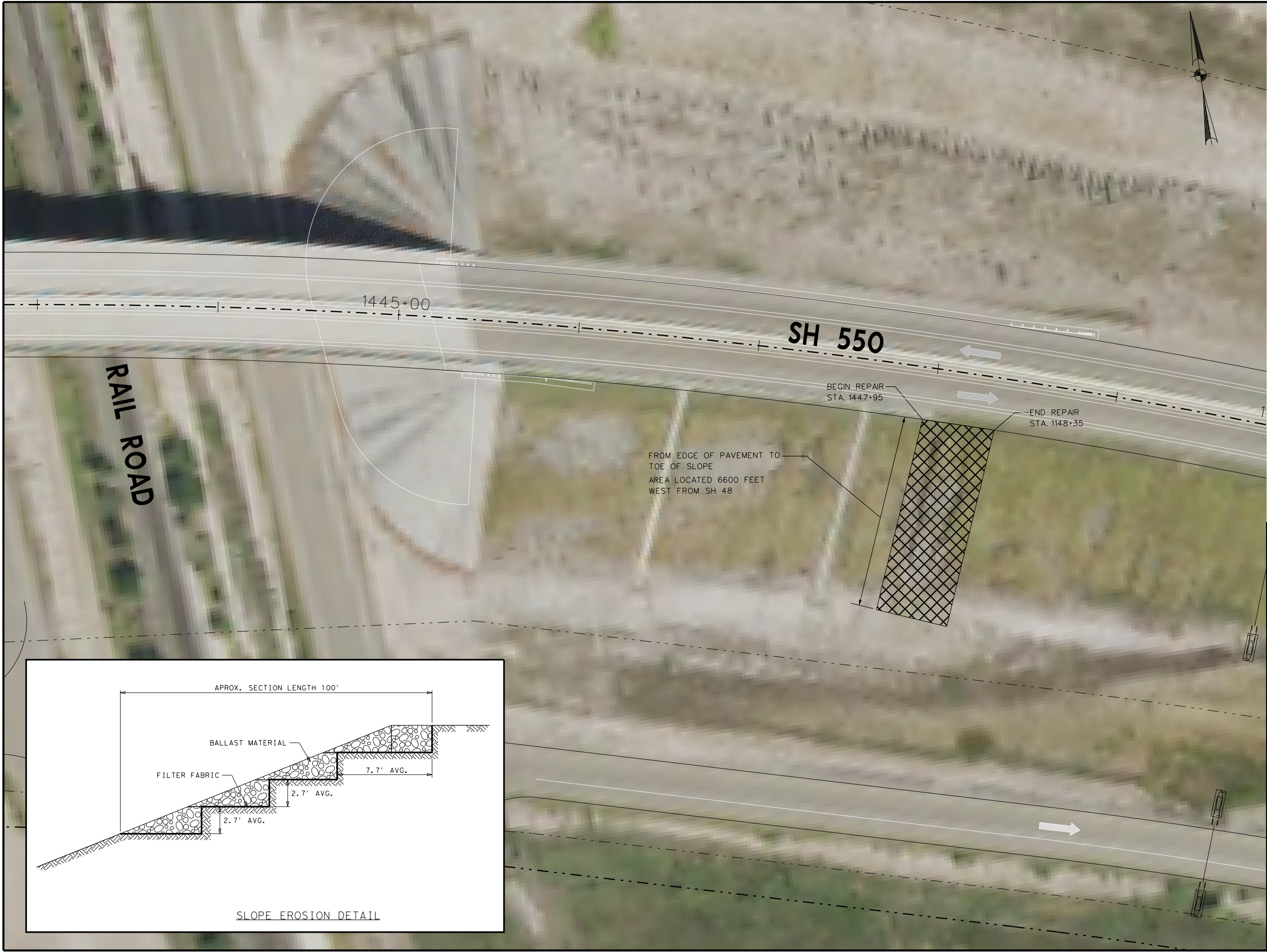
S&B INFRASTRUCTURE LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS # 1-1882

DRAWING PREPARED BY: S&B

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.	
6				
DGN:	STATE	DIST.	COUNTY	
CHK DGN:	TEXAS	PHARR	CAMERON	
DWG:	CONT.	SECT.	JOB	HIGHWAY NO.
CHK DWG:	0684	01	068	SH 550

Plotted on: 11/15/2021

Pen Table: \$PEN\$
Design Filename: \$NAME\$



SH 550
EMERGENCY
REPAIR AREA •5

SCALE: PLAN 1"=50'

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

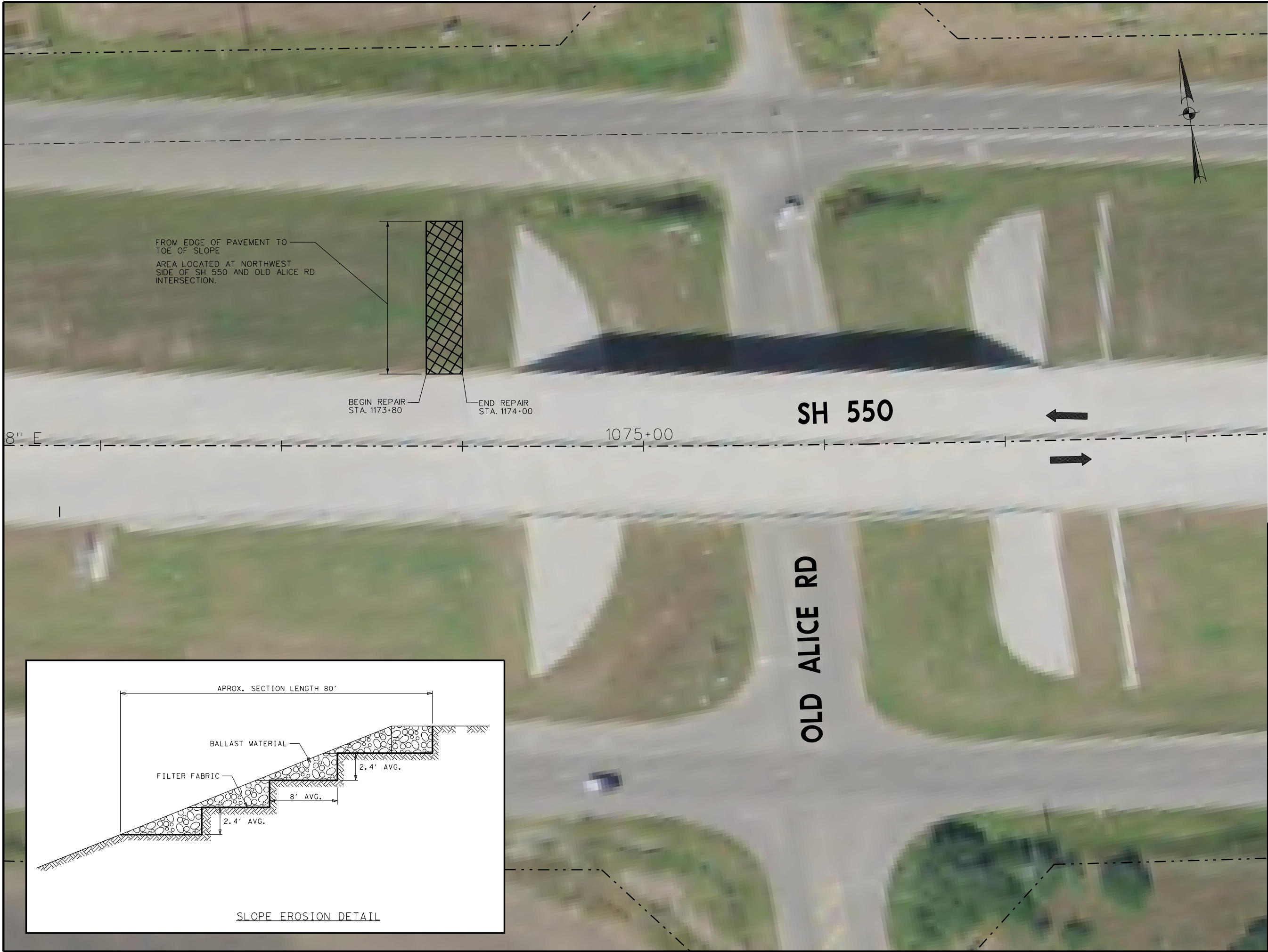
S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS # 1-1582

DRAWING PREPARED BY: S&B

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6				
DGN:	STATE	DIST.	COUNTY	
CHK DGN:	TEXAS	PHARR	CAMERON	
DWG:	CONT.	SECT.	JOB	HIGHWAY NO.
CHK DWG:	0684	01	068	SH 550


Plotted on: 11/15/2021


Pen Table: \$PEN\$
Design Filename: \$NAME\$



SH 550
EMERGENCY
REPAIR AREA •7

SCALE: PLAN 1"=50'


CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY


S&B INFRASTRUCTURE, LTD.
TEXAS BOARD OF PROFESSIONAL ENGINEERS # 1-1882

DRAWING PREPARED BY: S&B

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6				
DGN:	STATE	DIST.	COUNTY	
CHK DGN:	TEXAS	PHARR	CAMERON	
DWG:	CONT.	SECT.	JOB	HIGHWAY NO.
CHK DWG:	0684	01	068	SH 550



S & B Infrastructure LTD
5408 N 10th st McAllen Tx 78504
(956) 926-5000
Nov. 15, 2021

To whom it may concern,

It was brought to our attention the need for our official resume. As a new growing company we are able to say we have participated in several projects as a subbed out company. We have been working on a sewer line project in the city of palmview for the past 10 months, as well we have done some other services for companies as external support for their projects. Some of the projects we have done and are doing are:

- Palmview Yard Line Connection Project AGUA SUD (subcontracted by MOR-WIL LLC Feb2021-DATE)
- Precinct 2 Hike and Bike Trail (main water pipe location subcontracted by 8/A Builders LLC june 2021)
- Demolition and leveling of properties Edinburg (Subcontracted by 8/A Builders LLC Nov 2021)

On a personal note our vice president Alejandro Gomez has been doing construction for some time in Mexico as well as working for construction companies in the valley. Some of his projects mainly include sewer, drainage and leveling for new and existing construction. Some of the projects are:

- WEBB County School improvements (Oilon & Bruni Tx March 2020- January 2021)
 1. Inside improvements (paint & general maintenance)
 2. fabricate and install steel canopies & carports
 3. black top installation
 4. Fence and column installation for perimeter layout on properties
- Stripping and clearing terrain as well as levelings for future projects (Hidalgo County & Webb County)

Here are some good contacts for companies or people we have done work for. In case you need more information on us and the work we are and have done.

1. Noe Salinas (956)960-6300
2. Enrique Villarreal M-2 Engineering (956)605-3667
3. Arnold Ochoa 8/A Builders (956)358-1691

Please feel free to contact us with any questions or regarding more information.

Regards,

Alejandro Gomez

G-8 utilities llc.

(956)212-4572

a.gomezg8utilities@gmail.com

**2-N CONSIDERATION AND POSSIBLE ACTION ON THE STATEMENTS OF
QUALIFICATIONS RECEIVED IN RESPONSE TO THE REQUEST FOR
QUALIFICATIONS FOR GENERAL ENGINEERING CONSULTANT
SERVICES 2021-002.**



M E M O R A N D U M

TO: CCRMA Board of Directors

FROM: Pete Sepulveda

DATE: November 18, 2021

SUBJ: Consideration and possible action on the Statement of Qualifications received in response to the RFQ for GEC services 2021-002

The CCRMA evaluation committee which consisted of the Executive Director, Controller and Project Development Administrator have completed their scoring of proposals and have prepared a recommendation to the board. Below is a summary of the process and activities which have taken place in performing this procurement.

TASK/Note	Date
CCRMA issues draft RFQ to TxDOT	06/17/21
TxDOT issues comments on draft RFQ	06/29/21
CCRMA issues final draft RFQ to TxDOT	06/29/21
TxDOT issues final approval to publish RFQ	06/29/21
CCRMA issues RFQ 2021-002	06/30/21
CCRMA provides TxDOT review of draft Addendum	07/12/21
TxDOT provides comments on Addendum I	07/16/21
TxDOT issues final approval to publish Addendum	07/16/21
CCRMA posts Addendum I	07/16/21
Questions received by deadline, total of 3 received	07/16/21
CCRMA provides TxDOT review of draft responses	07/19/21
TxDOT provides comments on responses	07/20/21
TxDOT issues final approval to publish responses	07/22/21
CCRMA posts Responses	07/23/21
SOQ's Received Final List (4) in total	08/10/21
SOQ's reviewed for compliance and eligibility	08/16/21
CCRMA provides TxDOT review of draft questions and scores for interview	09/03/21
TxDOT provides comments on draft questions and scores for interview	09/06/21
TxDOT issues final approval of draft questions and scores for interview	09/07/21
CCRMA conducts four interviews	09/10/21



CCRMA issues draft RFP to TxDOT	09/24/21
SOQ CCRMA Evaluation Team individually works on scores	09/27/21
SOQ Final Scoring CCRMA Evaluation Team total scores calculated	10/04/21
TxDOT issues comments on draft RFP	10/11/21
TxDOT issues final approval to issue RFP	10/15/21
CCRMA issues RFP to 3 proposers GDJ, Hanson, and Entech	10/18/21
CCRMA receives Questions for RFP	10/22/21
CCRMA provides TxDOT review of draft responses	10/25/21
TxDOT issues final approval to provide responses	10/25/21
CCRMA responds to Questions for RFP	10/25/21
CCRMA Receives all RFPs GDJ – 11/03/21 Hanson– 11/03/21 Entech– 11/04/21	11/04/21
CCRMA Evaluation Team individually works on RFP scores	11/10/21
CCRMA finalizes Evaluation Team scores and ranking	11/13/21

Below is a summary of the SOQ scores and ranking prior to issuing RFP

RFQ 2021-002 Final Ranking and Scoring

		Ranking			
		1	2	3	4
Proposal Scoring - Maximum Possible Scores		GDJ	Hanson	Entech	DEC
Proposal Element	Maximum Possible Scores	Actual Scores			
Management Experience and Approach serving as GEC	90	73	70	68	60
Experience and expertise of Key Individuals in performing GEC duties and project development technical areas (including construction, engineering, and inspection services)	30	24	22	21	21
Past Performance on similar GEC and project development assignments	75	60	57	52	45
Approach to Quality Control/Quality Assurance in project development activities and construction phase engineering services serving as GEC	105	85	82	70	70
Maximum Possible Score	300	241	231	211	197
Final Adjusted Score		300	288	263	245
(Adjusted Score from adjustment formula of RFQ)					

The CCRMA evaluation team recommended that the firms be shortlisted to the three highest firms and be provided the opportunity to respond to a Request for Proposal (RFP) as the second portion of the procurement.



The RFP process required each firm to provide staffing plan for each of the key phases of project development, from conception to completion. Each firm was evaluated by the CCRMA team, with the outlined criteria within the RFP. Below is a summary of the RFP final scoring.

RFP for RFQ 2021-002 Final Ranking and Scoring

		Ranking		
		1	2	3
Proposal Scoring - Maximum Possible Scores		GDJ	HANSON	ENTECH
Proposal Element	Maximum Possible Scores	Actual Scores		
Experience and expertise of Key Individuals in performing GEC duties and project development technical areas (including construction, engineering, and inspection services)	100	81	68	63
Maximum Possible Score	100	81	68	63
Final Adjusted Score		100	84	77

(Adjusted Score from adjustment formula of RFP)

The RFP scores were in line with the scores of the SOQ's producing a final ranking and recommendation for the CCRMA board to award the procurement to the two highest ranked firms and authorize staff to commence contract negotiations with the firms in the order of the final ranking.

1. GDJ Engineering
2. Hanson Professional Services, Inc.

**2-O CONSIDERATION AND POSSIBLE ACTION ON THE STATEMENTS OF
QUALIFICATIONS RECEIVED IN RESPONSE TO THE REQUEST FOR
QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT-AT-RISK
SERVICES 2021-005.**

**IMPROVING MORE THAN JUST ROADS****M E M O R A N D U M**

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

Date: November 18, 2021

Subj: Item 20

On September 22, 2021, the CCRMA Board of Directors approved the RFQ for the Construction Manager at Risk for the Cameron County Parks System Administration Building and the Cameron County Parks System Warehouse Building. The RFQ was advertised on October 03, 2021, and October 10, 2021. The RFQ's were due on November 5, 2021. A total of 4 were received.

The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Respondent's Interest and Availability to Undertake the Project
- Respondent's Financial Ability to Provide Construction Manager-At-Risk Services
- Qualifications of the CMAR and the CMAR Project Team
- Past Performance on Representative CMAR or Design/Build Projects
- Respondent's Ability to Manage Construction Safety Risks
- Respondent's Ability to Establish Budgets and Control Costs on Past Projects.
- Respondent's Ability to Meet schedules on Past Projects
- Respondent's Ability to Identify and Resolve Problems on Past Projects

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

2021-005 CMAR RFQ Tabulation

Noble		
Evaluator	1	350
Evaluator	2	325
Evaluator	3	330
Evaluator	4	285
Total		322.5

D. Wilson		
Evaluator	1	290
Evaluator	2	295
Evaluator	3	310
Evaluator	4	255
Total		287.5

Peacock		
Evaluator	1	300
Evaluator	2	305
Evaluator	3	270
Evaluator	4	270
Total		286.25

Holchemont		
Evaluator	1	230
Evaluator	2	195
Evaluator	3	185
Evaluator	4	240
Total		212.5

Ranking

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

1. Noble Texas Builders, LLC
2. D. Wilson Construction Co.
3. Peacock General Contractor, Inc.
4. Holchemont, Ltd.

Staff is recommending shortlisting the two highest ranking firms to commence Step Two of the Construction Manager at Risk Request for Proposals.