



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
February 17, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the January 20, 2022 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 January 2022.
- E. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 5 with S&B Infrastructure for the East Loop Project.
- F. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 11 with S&B Infrastructure for the Morrison Road Project.
- G. Consideration and Approval of Supplemental Work Authorization No. 3 to Work Authorization No. 23 with S&B Infrastructure for the Toll Booths Project for the Cameron County Parks System at Isla Blanca Park.
- H. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 20 with S&B Infrastructure for the Administration Building, Parking Lot, Parking Lot 10 and Maintenance Building for the Cameron County Parks System at Isla Blanca Park.
- I. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 24 with S&B Infrastructure for the Flor de Mayo Bridge Project.
- J. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 25 with S&B Infrastructure for the Cameron County Parks System Mountain Bike Trail Project.
- K. Consideration and Approval of an Amendment to Professional Services Agreement between the Cameron County Regional Mobility Authority and S&B Infrastructure for the West Blvd. Project.
- L. Consideration and Approval of Determining Substantial Completion of Parking Lot 10 at Isla Blanca Park.

- M. Consideration and Approval of the use of the Betterment Fund for signage at the Pedro “Pete” Benavides Basketball Court Project.
- N. Consideration and Approval of the use of the Betterment Fund for testing lab at the Pedro “Pete” Benavides Basketball Court Project.
- O. Consideration and Approval of Amendment and Renewal of Toll Revenue Guarantee and Debt Collection Services Contract for RFP No. 2017-003.
- P. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the West Blvd. Project.
- Q. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding the Customs and Border Protection Donations Acceptance Program Project at the Veterans International Bridge.
- R. Consideration and Approval of Contract with Campbell’s Services for Custodial Services.
- S. Consideration and Approval to Purchase 48 VES Cameras and 48 Strobes from Kapsch for SH 550 Toll Road.

ADJOURNMENT:

Signed this 11th day of February 2022.

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

Frank Parker, Jr.
Chairman

NOTE:

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

**2-A CONSIDERATION AND APPROVAL OF THE JANUARY 20, 2022
REGULAR MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 20th day of January 2022, there was conducted a Regular 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
DIRECTOR

ARTURO A. NELSON
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR VIA PHONE

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR VIA PHONE

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 17th day of January 2022.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the December 16, 2021 Regular Meeting Minutes.

Director Esparza moved to approve the minutes of the December 16, 2021 Regular Meeting Minutes with changes. The motion was seconded by Vice Chairman Scaief and carried unanimously.

2-B Acknowledgement of Claims.

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

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

Note: Director Villegas joined the meeting at 12:03 P.M.

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.

Secretary Nelson 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 December 2021.

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

Treasurer Villarreal moved to approve the financial statements for December 2021. The motion was seconded by Director Esparza and carried unanimously.

The Financial Statements are as follows:

2-E Consideration and Approval of Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022

Mr. Victor Barron, RMA Controller went over the Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022

Director Esparza moved to approve the Cameron County Regional Mobility Authority's Amended Travel Policy to Comply with U.S. General Services Administration (GSA) Per Diem and IRS Mileage Rates 2022. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Policy is as follows:

2-F Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and Hanson Professional Services, Inc. subject to TxDOT approval. The motion was seconded by Secretary Nelson and carried unanimously.

The Agreement is as follows:

2-G Consideration and Approval of Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Agreement between the Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and GDJ Engineering, LLC subject to TxDOT approval. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

2-H Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10.

Vice Chairman Scaief moved to approve an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding an Administration Building & Parking Lot 10. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

2-I Consideration and Approval of an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park.

Secretary Nelson moved to approve an Amended Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority regarding an Administration Building & Parking Lot, Maintenance Warehouse, Registration Office, Parking Lot 10, Toll Gantry/Toll Booths at Isla Blanca Park. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Interlocal is as follows:

2-J Consideration and Approval to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained to the Board the need to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion.

Vice Chairman Scaief moved to approve to Award Bid Number 2021 – 006 to Peacock General Contractors, Inc. and to Approve a Contract Between the Cameron County Regional Mobility Authority and Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion subject to legal review. The motion was seconded by Secretary Nelson and carried unanimously.

The Contract is as follows:

2-K Consideration and Action to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse.

Secretary Nelson moved to approve to Select Noble Texas Builders, LLC as the Respondent Submitting the Proposal Offering the Best Value for the CCRMA and to Authorize Contract Negotiations with Noble Texas Builders, LLC Pursuant to RFQ 2021-005 for Construction Manager-at-Risk for the Cameron County Parks Administration Building and Warehouse. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-L Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-M Consideration and Approval of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for of an Agreement Between the Cameron County Regional Mobility Authority and Commonwealth of Virginia Department of Motor Vehicles.

Director Esparza moved to approve an Agreement Between the Cameron County Regional Mobility Authority and California Department of Motor Vehicles. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Agreement is as follows:

2-N Consideration and Approval of a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement.

Secretary Nelson moved to approve the Resolution and an Amendment to the Advance Funding Agreement Between the Cameron County Regional Mobility Authority and the Texas Department of Transportation Regarding SH 550 Gap 2 Project and Authorization for Chairman Parker to Sign Necessary Documents Required by TxDOT Associated with this Advance Funding Agreement subject to final legal review. The motion was seconded by Director Esparza and carried unanimously.

The Resolution is as follows:

2-O Consideration and Approval of a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

Mr. Pete Sepulveda, Jr., RMA Executive Director, explained the need for a Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back

Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System.

Treasurer Villarreal moved to approve the Change Order with TollPlus, LLC to Allow Adjustments to be Transmitted via the Bridges Host to be Sent to the Back Office System for the Cameron County Regional Mobility Authority as Requested by the Cameron County International Bridge System. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

Secretary Nelson made a motion to go into executive session at 12:24 PM. The motion was seconded by Director Esparza and carried unanimously.

3 – EXECUTIVE SESSION

- 3-A** Confer with the Cameron County Regional Mobility Authority’s Legal Counsel Regarding Legal Issues Associated with the Whipple Road Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

Treasurer Villarreal made a motion to come back into open session at 12:39 PM. The motion was seconded by Vice Chairman Scaief and carried unanimously.

4 -A Possible Action

Secretary Nelson made a motion to proceed as discussed in Executive Session. 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 Villareal and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:40 P.M.

APPROVED this _____ day of _____ 2022.

CHAIRMAN FRANK PARKER, JR.

ATTESTED: _____
ARTURO A. NELSON, SECRETARY

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims February 10, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 01/22	\$ 37.95	Bottled Water Delivery Jan 2022	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 1.31.22	15.33	Travel Reimbursement MRI 1.31.22	Indirect	Y	Local	Ope
MPC Studios, Inc	31268	125.00	Website Hosting Feb 2022	Indirect	Y	Local	Ope
Toshiba Financial Services	39348802	311.23	Printer Admin Feb 2022	Indirect	Y	Local	Ope
Super Clean Services	4114	35.00	Estimate Fee Cleaning Services Proposal 1.19.22	Indirect	Y	Local	Ope
JWH and Associates, Inc.	522	518.61	SH 550 Gap II Railroad & Harlingen Switchyard Jan 2022	SH550 GAP II	Y	Local	Res
		<u>1,043.12</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.220-05	5,249.50	S&B Admin Bldg & Parking Lot WA 20	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>5,249.50</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 01/22	\$ 57.95	Bottled Water Delivery Jan 2022	Indirect	Y	Local	Tolls
Law Enforcement Systems LLC	1006664	712.40	Out of State DMV Records Jan 2022	Indirect	Y	Local	Tolls
iCheckU Drug and Alcohol Testing Services	728	120.00	Criminal Background Check for tolls JG and AV	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20220131	110.13	Address and Name Lookup Jan 2022	Indirect	Y	Local	Tolls
Quadiant Leasing USA, Inc.	N9248175	1,061.10	Mailing system software Feb 2022	Indirect	Y	Local	Tolls
Sombrero Festival LTD	Sombrero Fest 2022	5,000.00	Sombrero Fest Sponsorship 2022	Indirect	Y	Local	Tolls
South Padre Island Chamber of Commerce	15666	200.00	Quarterly Public Affairs Luncheon	Indirect	Y	Local	Tolls
Tecsidel SA	222	2,652.25	Maintenance Jan 2022	Pharr-Reynosa Intl Bridge	Y	Local	Tolls
Charter Communications	2868066020322	259.13	Ethernet Intrastate Feb 2022	Direct Connectors - SH550	Y	Local	Tolls
		<u>10,172.96</u>					
	Operations	\$ 1,043.12					
	Oper Interlocal	5,249.50					
	Tolls	<u>10,172.96</u>					
	Total Transfer	<u>\$ 16,465.58</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

M.R. Ibarra 2.10.22

Victor J. Barron,
Controller

V. Barron 2.10.22

Pete Sepulveda Jr.,
Executive Director

P. Sepulveda Jr. 02.10.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims February 7, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Jan 2022	\$ 874.93	Credit card charges Jan 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220240048015270	30.18	Electricity Ste 7 Jan 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220240048015271	54.34	Electricity Ste 3 Jan 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220240048015272	17.49	Electricity Ste 5 Jan 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	220240048015273	22.95	Electricity Ste 4 Jan 2022	Indirect	Y	Local	Ope
Republic Services	0863-002132161	141.23	Waste Container Feb 2022	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.400-10	2,272.21	SH 550 Gap II WA 4 Dec 2021	SH550 GAP II	Y	Local	Ope
		<u>3,413.33</u>					

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.229-02	\$ 10,448.65	SPI 2nd Access Action Plan Development Dec 2021	South Padre Island 2nd Access	Y	Local	Ope
		<u>10,448.65</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Jan 2022	\$ 711.47	Credit card charges Jan 2022	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220240048014335	182.30	Electricity Tolls Jan 2022	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	220250048025090	197.23	Electricity 570 FM 511 Jan 2022	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	220250048025091	283.38	Electricity 1895 FM 511 #1 Jan 2022	FM1847 - SH550	Y	Local	Tolls
Jorge Gonzalez	Refund Ck JG 1.25.22	25.89	Requesting check for Jorge Gonzalez closed RBP acct	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486022SI01837	14,274.00	Toll System Maintenance Support Dec 2021	Indirect	Y	Local	Tolls
Gotprint.com	26420066	2,949.25	Envelope request 50,000 #10 standard window 1.10.21	Indirect	Y	Local	Tolls
Prisciliano Delgado	10730	250.00	Lawn Care Jan 2022	Indirect	Y	Local	Tolls
Public Utilities Board	600710 1/22	214.20	Electricity 1100 FM 511 Hwy Bro Jan 2022	Direct Connectors - SH550	Y	Local	Tolls
Quadient Leasing USA, Inc.	N9159843	7,934.19	Mailing System Software Dec 2021	Indirect	Y	Local	Tolls
Quadient Leasing USA, Inc.	N9201731	1,061.10	Mailing System Software Jan 2022	Indirect	Y	Local	Tolls
Superior Alarms	788062	75.00	Admin Alarm Feb 2022-Apr 2022	Indirect	Y	Local	Tolls
Verizon Wireless	9897991802	88.29	Cell Phone/ Internet Hot Spot Jan 2022	Indirect	Y	Local	Tolls
Weston Insurance Company	4307504	3,884.00	Windstorm insurance FY 2022	Indirect	Y	Local	Tolls
		<u>32,130.30</u>					
	Operations	\$ 3,413.33					
	Oper Interlocal	10,448.65					
	Tolls	<u>32,130.30</u>					
	Total Transfer	<u>\$ 45,992.28</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 2.7.22

Victor J. Barron,
Controller

Victor J. Barron 2.7.22

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr 2.7.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 27, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gexa Energy, LP	32942240	\$ 43.10	Electricity Ste 6 Jan 2022	Indirect	Y	Local	Ope
JWH and Associates, Inc.	222	660.00	Gateway International Bridge Traffic Analysis Dec 2021	CC - Gateway Bridge	Y	Local	Ope
Pathfinder Public Affairs, Inc	48	12,000.00	Consulting Services December 2021	Indirect	Y	Local	Ope
Republic Services	3-0863-0146029	225.45	Trash Container Dec 2021-Jan 2022	Indirect	Y	Local	Ope
Staples Credit Plan	15186	151.94	W-2 & 1099 supplies Jan 2022	Indirect	Y	Local	Ope
Texas Municipal League	PCAMERO62202	7,439.92	Employee Health Benefits Feb 2022	Indirect	Y	Local	Ope
Intergovernmental Risk							
		<u>20,520.41</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.229-01	5,000.00	SPI 2nd Acess Action Plan Development Nov 2021	South Padre Island 2nd Access	Y	Local	Ope
S&B Infrastructure, LTD	U2716.229-02	12,704.68	SPI 2nd Acess Action Plan Development Dec 2021	South Padre Island 2nd Access	Y	Local	Ope
		<u>17,704.68</u>					

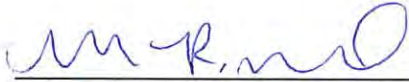
525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Jan 2022	\$ 4.99	Office supplies Jan 2022	Indirect	Y	Local	Tolls
Gexa Energy, LP	32943850	242.42	Electricity 1505 Fm 511 & 1705 Fm 511 Jan 2022	Direct Connectors - SH550	Y	Local	Tolls
NSA Property Holdings. LLC d/b/a Move It Storage- North	Storage #242 2/22	214.00	Storage Unit #242 Feb 2022	Indirect	Y	Local	Tolls
Staples Credit Plan	15186	5.99	W-2 & 1099 supplies Jan 2022	Indirect	Y	Local	Tolls
Texas Municipal League	PCAMERO62202	6,098.26	Employee Health Benefits Feb 2022	Indirect	Y	Local	Tolls
Intergovernmental Risk							
		<u>6,565.66</u>					

Operations	\$ 20,520.41
Oper Interlocal	17,704.68
Tolls	<u>6,565.66</u>
Total Transfer	<u>\$ 44,790.75</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

 1.27.22

Victor J. Barron,
Controller

 1.27.22

Pete Sepulveda Jr.,
Executive Director

 1.27.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims January 21, 2022

100 Operation

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	831743	\$ 235.82	Employee supplemental insurance Jan 2021	Indirect	Y	Local	Ope
Border Trade Alliance	2022-109	5,000.00	Bronze Patron Membership FY2022	Indirect	Y	Local	Ope
International Carpet One	22237	1,500.50	Commercial Carpet with Commercial Pad and Vinyl Base Color	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1973028	112.50	Shredding Services Jan 2022	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1257 P.L.L.C		18.25	legal Services (settlement check) Dec 2021	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1258 P.L.L.C		1,520.00	Legal Services Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 12/21	37.57	Water & Waste Water Ste 7 Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 12/21	34.92	Water & Waste Water Ste 6 Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 12/21	36.43	Water & Waste Water Ste 4 Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 12/21	34.55	Water & Waste Water Ste 3 Dec 2021	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 4/7	35.68	Water & Waste Water Ste 5 Dec 2021	Indirect	Y	Local	Ope
		<u>8,566.22</u>					

100 Operation Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.220-04	13,775.86	CC Admin Bldg & Parking lot Nov 2020-Mar 2021	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>13,775.86</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor Company	410	\$ 6,000.00	Grass, garbage, herbicide Sec 2	Indirect	Y	Local	Tolls
Public Utilities Board	588837 Jan 2022	199.97	Electricity 180042 SH 550 Bro, Port Spur - SH550 Tx Jan 2022		Y	Local	Tolls
Temp Control, Inc.	301431	330.00	A/C at tolls frozen there is a leak in evap added freon	Indirect	Y	Local	Tolls
Charter Communications	0879673011522	289.75	Ethernet Intrastate Jan 2021	Direct Connectors - SH550	Y	Local	Tolls
Valley Municipal Utility District	3010066802 12/21	33.30	Water & Waste Water Tolls Dec 2021	Indirect	Y	Local	Tolls
		<u>6,853.02</u>					
	Operations	\$ 8,566.22					
	Oper Interlocal	13,775.86					
	Tolls	<u>6,853.02</u>					
	Total Transfer	<u>\$ 29,195.10</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

MR Ibarra 1.21.22

Victor J. Barron,
Controller

Victor Barron 1.21.22

Pete Sepulveda Jr.,
Executive Director

PJ Sepulveda 01.21.22

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims February 17, 2022

100 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004	\$ 24,082.50	Constrecution at Isla Blanca Park Toll Booths Jan 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
Foremost Paving Inc	222019-002	250,382.88	Isla Blanca Tolls Booths Paving Jan 2022	CC- Isla Blanca Parking Lot	Y	Local	Ope
		<u>274,465.38</u>					

525 Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200007	\$ 6,622.87	Maintenance and Support for Pharr Bridge Jan 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,622.87</u>					

525 Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2100167	\$ 15,989.96	Maintenance and Support Jan 2022	Indirect	Y	Local	Toll
		<u>15,989.96</u>					
Oper Interlocal		274,465.38					
Tolls Interlocal		6,622.87					
Tolls		15,989.96					
Total Transfer		<u>\$ 297,078.21</u>					

Reviwed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

2/11/2022

DocuSigned by:

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda, Jr

2/11/2022

**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
JANUARY 2022.**



JANUARY 2022 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 1/1/2022 Through 1/31/2022

	Current Period Actual	Current Period Budget- Original	Current Period Budget Variance	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$ 262,330	\$ 283,333	\$ (21,003)	\$1,026,060	\$3,400,000	\$ (2,373,940)	\$ 1,008,201
Interlocal agreements	17,583	29,250	(11,667)	69,878	351,000	(281,122)	40,000
Other revenues	800	800	-	2,013	9,600	(7,588)	-
Total Operating Revenues	280,713	313,383	(32,670)	1,097,951	3,760,600	(2,662,650)	1,048,201
Operating Expenses							
Personnel costs	73,801	106,832	33,031	403,803	1,281,987	878,184	354,842
Professional services	13,538	29,592	16,054	71,347	355,100	283,753	108,363
Advertising & marketing	125	1,375	1,250	1,920	16,500	14,580	500
Data processing	788	1,000	212	1,727	12,000	10,273	1,365
Dues & memberships	5,000	1,667	(3,333)	6,050	20,000	13,950	5,780
Education & training	-	833	833	465	10,000	9,535	-
Fiscal agent fees	-	4,467	4,467	6,370	53,600	47,230	3,470
Insurance	-	667	667	-	8,000	8,000	324
Maintenance & repairs	-	4,167	4,167	1,231	50,000	48,769	-
Office supplies	282	2,250	1,968	9,907	27,000	17,093	1,090
Leases	311	311	-	1,245	3,735	2,490	24,812
Travel	15	2,083	2,068	1,776	25,000	23,224	82
Utilities	1,883	2,250	367	7,032	27,000	19,968	6,605
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	95,745	167,910	72,167	519,564	2,014,922	1,495,359	507,232
Total Operating Income (Loss)	184,968	145,473	39,495	578,387	1,745,678	(1,167,291)	540,970
Non Operating Revenues							
Interest income	10,410	4,583	5,827	40,176	55,000	(14,824)	23,016
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	10,410	187,917	(177,507)	40,176	2,255,000	(2,214,824)	23,016
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	380
Project expenses	1,633	172,500	170,867	63,659	2,070,000	2,006,341	23,116
Total Non Operating Expenses	1,633	333,390	331,757	63,659	4,000,678	3,937,019	23,496
Total Changes in Net Position	\$ 193,745	\$ -	\$ 193,745	\$ 554,904	\$ -	\$ 554,904	\$ 540,490

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash -
Unposted Transactions Included In Report From 1/1/2022 Through 1/31/2022

	Current Period Actual	Current Period Budget- Original	Current Period Budget Variance	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Toll Operating Revenues							
TPS Revenues	\$222,659	\$163,750	\$ 58,909	\$ 658,881	\$ 1,965,000	\$ (1,306,119)	\$ 704,181
Interop Revenues							
Interop revenues	73,100	71,250	1,850	360,214	855,000	(494,786)	270,070
Bridge interoperability	50,767	41,667	9,100	189,224	500,000	(310,776)	169,838
Total Interop Revenues	123,867	112,917	10,950	549,438	1,355,000	(805,562)	439,908
Other Toll Revenues							
Interlocal agreement	12,148	13,490	(1,342)	52,854	161,880	(109,026)	48,195
Total Other Toll Revenues	12,148	13,490	(1,342)	52,854	161,880	(109,026)	48,195
Total Toll Operating Revenues	358,674	290,157	68,517	1,261,173	3,481,880	(2,220,707)	1,192,284
Toll Operating Expenses							
Personnel costs	37,851	52,894	15,043	175,452	634,724	459,272	175,568
Transaction processing costs	50,793	43,967	(6,826)	178,338	527,600	349,262	146,338
Toll system maintenance/IT	22,613	22,750	137	89,864	273,000	183,136	86,989
Roadside maintenace	41,625	38,967	(2,658)	147,792	467,600	319,808	142,272
CSC indirect/overhead costs	19,798	25,099	5,301	51,877	301,190	249,313	49,335
Total Toll Operating Expenses	172,680	183,676	10,996	643,323	2,204,114	1,560,791	600,503
Total Operating Income (Loss)	185,994	106,481	79,514	617,850	1,277,766	(659,916)	591,780
Non Operating Revenues							
Pass through grant	-	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	\$185,994	\$ -	\$ 185,994	\$ 617,850	\$ -	\$ 617,850	\$ 591,780

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included
In Report From 1/1/2022 Through 1/31/2022

	Current Period Actual	Current Period Budget - Original	Current Period Budget - Variance Original	Current Year Actual	Annual Budget - Original	Annual Budget Variance - Original	Prior Year Actual
Operating Revenues							
Vehicle registration fees	\$262,330	\$ 283,333	\$ (21,003)	\$1,026,060	\$ 3,400,000	\$(2,373,940)	\$ 1,008,201
Interlocal agreement	30,531	43,540	(13,009)	124,745	522,480	(397,735)	88,195
Toll revenues	346,526	276,667	69,859	1,208,319	3,320,000	(2,111,681)	1,144,089
Total Operating Revenues	639,387	603,540	35,847	2,359,124	7,242,480	(4,883,356)	2,240,485
Operating Expenses							
Personnel costs	111,652	159,726	48,074	579,255	1,916,711	1,337,456	530,409
Accounting software and	-	208	208	-	2,500	2,500	2,274
Professional services	12,000	25,217	13,217	54,558	302,600	248,042	100,620
Contractual services	1,538	6,250	4,712	17,831	75,000	57,169	7,590
Advertising & marketing	1,375	7,625	6,250	7,772	91,500	83,728	2,533
Data processing	788	1,000	212	1,911	12,000	10,089	1,365
Dues & memberships	5,000	2,250	(2,750)	6,050	27,000	20,950	8,220
Education & training	-	1,667	1,667	664	20,000	19,336	-
Fiscal agent fees	-	4,900	4,900	6,370	58,800	52,430	4,720
Insurance	16,798	7,250	(9,548)	43,588	87,000	43,413	36,223
Maintenance & repairs	580	5,833	5,253	9,735	70,000	60,265	1,560
Office supplies	33,473	24,500	(8,973)	99,176	294,000	194,824	82,156
Road maintenance	59,010	64,333	5,323	233,047	772,000	538,953	238,461
Leases	9,521	4,687	(4,834)	14,109	56,247	42,138	36,183
Toll services	11,261	13,967	2,706	55,592	167,600	112,008	29,230
Travel	15	3,333	3,318	2,189	40,000	37,811	164
Utilities	5,411	6,700	1,289	20,484	80,400	59,916	26,029
Contingency	-	12,140	12,140	10,558	145,678	135,120	-
Total Operating Expenses	268,425	351,586	83,161	1,162,887	4,219,036	3,056,148	1,107,735
Net Change from Operations	370,962	251,954	119,008	1,196,237	3,023,444	(1,827,207)	1,132,750
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	10,410	4,583	5,827	40,176	55,000	(14,824)	23,016
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenue	10,410	303,333	(292,923)	40,176	3,640,000	(3,599,824)	23,016
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	380
Project expenses	1,633	172,500	170,867	63,659	2,070,000	2,006,341	23,116
Total Non Operating Expenses	1,633	555,287	553,654	63,659	6,663,444	6,599,785	23,496
Changes in Net Position	\$379,739	\$ -	\$ 379,739	\$1,172,754	\$ -	\$ 1,172,754	\$ 1,132,270

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 1/1/2022 Through 1/31/2022

	Cameron County	Federal Funds	Total
<hr/>			
Non Operating Revenues			
Revenues			
South Padre Island 2nd Access	\$ 15,449	\$ -	\$ 15,449
West Rail Corridor	-	-	-
SH550 GAP II	-	1,818	1,818
SH 32 (East Loop)	197,538	-	197,538
Whipple Road	-	-	-
Flor De Mayo Bridge	1,000	-	1,000
CC - Old Alice Road	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	24,083	-	24,083
CC- Benavides Park Basketball	-	-	-
CC- Isla Blanca Parking Lot	160,369	-	160,369
CC - International Bridge	46,550	-	46,550
CC - Parks	-	-	-
Total Revenues	<hr/> 452,989	<hr/> 1,818	<hr/> 454,807
Total Non Operating Revenues	<hr/> 452,989	<hr/> 1,818	<hr/> 454,807
<hr/>			
Non Operating Expenses			
Project expenses			
South Padre Island 2nd Access	15,449	-	15,449
SH550 GAP II	-	1,818	1,818
SH 32 (East Loop)	197,538	-	197,538
Whipple Road	-	-	-
Flor De Mayo Bridge	1,000	-	1,000
CC - Old Alice Road	-	-	-
CC - Gateway Bridge	-	-	-
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	-	-	-
CC- Isla Blanca Toll Booths	24,083	-	24,083
CC- Benavides Park Basketball	-	-	-
CC- Isla Blanca Parking Lot	160,369	-	160,369
CC - International Bridge	46,550	-	46,550
CC - Parks	-	-	-
Total Project expenses	<hr/> 452,989	<hr/> 1,818	<hr/> 454,807
Total Non Operating Expenses	<hr/> 452,989	<hr/> 1,818	<hr/> 454,807
<hr/>			
Total Changes in Net Position	<hr/> \$ -	<hr/> \$ -	<hr/> \$ -
<hr/>			

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2021 Through 1/31/2022

	Cameron County	Federal Funds	Total
	<u> </u>	<u> </u>	<u> </u>
Non Operating Revenues			
Revenues			
South Padre Island 2nd Access	\$ 15,449	\$ -	\$ 15,449
West Rail Corridor	-	-	-
SH550 GAP II	-	9,998	9,998
SH 32 (East Loop)	217,647	-	217,647
Whipple Road	-	-	-
Flor De Mayo Bridge	50,459	-	50,459
CC - Old Alice Road	55,423	-	55,423
CC - Consulting Services PF	32,000	-	32,000
CC - Administration Building & Parking	1,489	-	1,489
CC- Isla Blanca Toll Booths	53,390	-	53,390
CC- Benavides Park Basketball Court	2,410	-	2,410
CC- Isla Blanca Parking Lot	160,369	-	160,369
CC - International Bridge	46,550	-	46,550
CC - Parks	-	-	-
Total Revenues	<u>635,186</u>	<u>9,998</u>	<u>645,184</u>
Total Non Operating Revenues	<u>635,186</u>	<u>9,998</u>	<u>645,184</u>
Non Operating Expenses			
Project expenses			
South Padre Island 2nd Access	15,449	-	15,449
SH550 GAP II	-	9,998	9,998
SH 32 (East Loop)	217,647	-	217,647
Whipple Road	-	-	-
Flor De Mayo Bridge	50,459	-	50,459
CC - Old Alice Road	55,423	-	55,423
CC - Gateway Bridge	-	-	-
CC - Consulting Services PF	32,000	-	32,000
CC - Administration Building & Parking	1,489	-	1,489
CC- Isla Blanca Toll Booths	53,390	-	53,390
CC- Benavides Park Basketball Court	2,410	-	2,410
CC- Isla Blanca Parking Lot	160,369	-	160,369
CC - International Bridge	46,550	-	46,550
CC - Parks	-	-	-
Total Project expenses	<u>635,186</u>	<u>9,998</u>	<u>645,184</u>
Total Non Operating Expenses	<u>635,186</u>	<u>9,998</u>	<u>645,184</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet As of 1/31/2022

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,297,908
Restricted cash - projects	8,404,078
Restricted cash accounts - debt service	9,093,635
Restricted cash - bond proceeds	3,489,307
Accounts receivable, net	
Vehicle Registration Fees - Receivable	532,385
Other	2,822,150
Total Accounts receivable, net	<u>3,354,535</u>
Accounts receivable - other agencies	<u>2,803,060</u>
Total Current Assets:	<u>30,442,523</u>
Non Current Assets:	
Capital assets, net	96,431,391
Capital projects in progress	24,750,322
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	<u>121,399,336</u>
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	<u>289,905</u>
Total ASSETS	<u><u>\$ 152,131,763</u></u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 1,210,753
Accrued expenses	320,301
Deferred revenue	6,252,481
Total Current Liabilities	<u>7,783,535</u>
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	<u>93,601,434</u>
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u><u>101,552,996</u></u>
NET POSITION	
Beginning net position	
	48,482,312
Total Beginning net position	<u>48,482,312</u>
Changes in net position	
	2,096,455
Total Changes in net position	<u>2,096,455</u>
Total NET POSITION	<u><u>50,578,767</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>\$ 152,131,763</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**Statement of Cash Flows**

As of 1/31/2022

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 495,320	\$ 1,066,080
Receipts from interop toll revenues	141,890	557,331
Receipts from TPS toll revenues	218,142	677,615
Receipts from other operating revenues	30,531	125,545
Payments to vendors	(178,667)	(580,822)
Payments to employees	(105,151)	(580,684)
Total Cash Flows from Operating Activities	<u>602,065</u>	<u>1,265,065</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	-	(546,403)
Acquisitions of construction in progress	308,265	(473,826)
Proceeds related to redevelopment assets	666,782	1,335,197
Payment on interlocal project expenses	(448,439)	(676,842)
Advances and Interlocal project proceeds	5,788,831	6,039,787
Total Cash Flows from Capital and Related Financing Activities	<u>6,315,439</u>	<u>5,677,913</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>10,410</u>	<u>40,176</u>
Total Cash Flows from Investing Activities	<u>10,410</u>	<u>40,176</u>
Beginning Cash & Cash Equivalents	<u>17,357,014</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 24,284,928</u>	<u>\$ 24,284,928</u>



To: Pete Sepulveda

From: Victor J. Barron *VJB*

Date: 2/11/2022

Re: Budget Amendment #1 FY2022

Description:

100 Operations Fund

GL#	GL Description	Current	Budget	
			Amended	Net Change
1	60126 Computer Equipment & Accessories	7,000	\$ 22,000	15,000
2	60127 Consulting	270,600	255,600	(15,000)
	Total Fund 100	\$ 277,600	\$ 277,600	\$ -

DocuSigned by:

PJS

Pete Sepulveda, Jr. Executive Director

2/11/2022

Date

**2-E CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 5 WITH
S&B INFRASTRUCTURE FOR THE EAST LOOP PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 5

This Supplemental Work Authorization No. 3 is made as of this _____ day of _____, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

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

Section A. – Scope of Services – No Change

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

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C** attached. Work Authorization Complete date has been extended from May 31, 2021, to October 7, 2024.

Section C. – Compensation – No Change

C.1 In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$971,791.85, based on the fee estimate 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 – No Change

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

Section E. - Other Provisions – No Change

The parties agree to the following provisions with respect to this specific Work Authorization.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

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

LIST OF EXHIBITS
Exhibit C – Schedule



**2-F CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 11 WITH
S&B INFRASTRUCTURE FOR THE MORRISON ROAD PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 11

This Supplemental Work Authorization No. 1 is made as of this _____ day of _____, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("**Authority**") and S&B Infrastructure, Ltd. ("**GEC**").

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: Providing Engineering and environmental services associated with the development and advancement of the National Environmental Policy Act (NEPA) process for the proposed Morrison Road Project.***

Section A. - Scope of Services – No Change

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 schedule as shown in **Exhibit C** attached. Work Authorization Complete date has been extended from November 15, 2021, to June 15, 2027. Functional classification pending.

Section C. – Compensation – No Change

C.1. In return for the performance of the foregoing obligations, the **Authority** shall pay to the **GEC** the amount not to exceed \$511,453.12, based on the attached fee estimate as shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. - Authority's Responsibilities – No Change

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

Section E. - Other Provisions – No Change

The parties agree to the following provisions with respect to this specific Work Authorization.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

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

LIST OF EXHIBITS

Exhibit C - Work Schedule

**2-G CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 23 WITH
S&B INFRASTRUCTURE FOR THE TOLL BOOTHS PROJECT FOR
THE CAMERON COUNTY PARKS SYSTEM AT ISLA BLANCA PARK.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 23

This Supplemental Work Authorization No. 3 is made as of this _____ day of _____, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services for the preparation of Construction Documents and support services to make Modifications to 2 Isla Blanca Toll Booths in Cameron County.***

Section A. – Scope of Services – No Change

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

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the schedule as shown in **Exhibit C** attached. Work Authorization Complete date has been extended from January 31, 2022, to August 31, 2022.

Section C. – Compensation – No Change

C.1. In return for the performance of the foregoing obligations, the **Authority** shall pay to the **GEC** the amount not to exceed \$72,272.32, based on the attached fee estimate as shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. – Authority's Responsibilities – No Change

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

Section E. - Other Provisions – No Change

The parties agree to the following provisions with respect to this specific Work Authorization.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

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

LIST OF EXHIBITS
Exhibit C – Schedule

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

Projected Construction Completion Date	July 31, 2022
Work Authorization Complete	August 31, 2022

**2-H CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 20 WITH
S&B INFRASTRUCTURE FOR THE ADMINISTRATION BUILDING,
PARKING LOT, PARKING LOT 10 AND MAINTENANCE BUILDING
FOR THE CAMERON COUNTY PARKS SYSTEM AT ISLA BLANCA
PARK.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 3 TO WORK AUTHORIZATION NO. 20

This Supplemental Work Authorization No. 3 is made as of this _____ day of _____, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing engineering services for the preparation of Construction Documents and support services for the Cameron County Administration Building and additional Parking Lot at the approach to Isla Blanca Park in Cameron County.***

Section A. – Scope of Services – Modified

GEC shall perform the Additional Services according to **Exhibit B**. All other services remain the same.

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the schedule as shown in **Exhibit C** attached. Work Authorization Complete date has been extended from January 31, 2021, to March 31, 2023, to include Construction Phase.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$261,625.64 to \$267,125.64, an increase of \$5,500.00 based on the attached fee estimate shown on **Exhibit D**. Compensation shall be in accordance with the Agreement.

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

C.2. Compensation for Additional Services (if any) shall be paid by the **Authority** to the **GEC** according to the terms of a future Work Authorization.

Section D. – Authority's Responsibilities – No Change

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

Section E. - Other Provisions – No Change

The parties agree to the following provisions with respect to this specific Work Authorization.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

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

- LIST OF EXHIBITS**
Exhibit B – Scope of Work
Exhibit C – Schedule
Exhibit D – Cost Proposal

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

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

GENERAL DESCRIPTION

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

ELECTRICAL SHEETS REVISION

Additional electrical services revisions due to AEP's relocation for the Cameron County Isla Blanca Administration Building will be performed.

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

Projected Construction Completion Date

February 28, 2023

Work Authorization Complete

March 31, 2023



Exhibit D Cost Proposal

February 3, 2022

Proposed Budget for Additional Electrical Services for Cameron County Isla Blanca Admin Bldg.

Our compensation will be a flat fee of: **\$5,500**

Sincerely,

RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

**2-I CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 24 WITH S&B
INFRASTRUCTURE FOR THE FLOR DE MAYO BRIDGE PROJECT.**

**2-J CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 25 WITH
S&B INFRASTRUCTURE FOR THE CAMERON COUNTY PARKS
SYSTEM MOUNTAIN BIKE TRAIL PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 25

This Supplemental Work Authorization No. 2 is made as of this _____ day of _____, 2022, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority ("Authority") and S&B Infrastructure, Ltd. ("GEC").

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including: providing the original survey for the Mountain Bike Trail at the Pedro "Pete" Benavides County Park, Cameron County, Texas.***

Section A. – Scope of Services

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

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C** attached. Work Authorization Complete date has been extended from January 31, 2022, to August 31, 2022.

Section C. – Compensation

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$45,224.61 to \$57,794.61, an increase of \$12,570.00 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 – No Change

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

Section E. - Other Provisions – No Change

The parties agree to the following provisions with respect to this specific Work Authorization.

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Name: Frank Parker, Jr., Chairman
Date: _____

S&B INFRASTRUCTURE, LTD.

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

LIST OF EXHIBITS

- Exhibit B – Scope of Work
- Exhibit C – Schedule
- Exhibit D – Consultant's Cost Proposal

EXHIBIT B

Services to be Provided by the Engineer

GENERAL DESCRIPTION

For this work authorization, Engineer shall provide the original survey for the Mountain Bike Trail at the Pedro "Pete" Benavides Park, *Cameron County, Texas*.

The Engineer shall perform all topographic surveys for the basis of the design plans for the Mountain Bike Trail and Basketball Pavilion.

SURVEY DELIVERABLES

1. Project Control Book
2. ASCII file with point number, northern & easting, elevation, and feature code of all surveyed points

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

August 31, 2022



Exhibit D Cost Proposal

July 1, 2021

Proposed Budget for the original survey for the Mountain Bike Trail at Benavides Park.

Survey Fee: **\$12,570.00**

Sincerely,

RUDY V. GOMEZ, AIA
ARCHITECT – PLANNER

**2-K CONSIDERATION AND APPROVAL OF AN AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY AND S&B
INFRASTRUCTURE FOR THE WEST BLVD. PROJECT.**

**AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND S&B INFRASTRUCTURE, LTD.**

This Amendment to that certain "Professional Services Agreement" dated January 31, 2020, between Cameron County Regional Mobility Authority (the "Authority") and S&B Infrastructure, LTD. (the "Engineer") (the "Agreement"), is made for the purpose of amending the not-to-exceed value of the Agreement as well as expanding the Services provided by the Engineer under the Agreement.

The parties therefore agree to amend the Agreement, as follows:

1. Section 1.5 of the Agreement is hereby amended in its entirety to state, as follows:
"1.5 Project. Any reference herein to the "Project" shall be interpreted to mean the same as the West Blvd Project".
2. Section 3.1 of the Agreement is hereby amended in its entirety to state, as follows:
"3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **SIX HUNDRED NINETY THOUSAND FIVE HUNDRED FORTY-FOUR AND 93/100 DOLLARS (\$690,544.93)** an increase of \$430,518.38 based on the attached fee estimate to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement."
3. The documents attached hereto as **Exhibit 1** and incorporated by reference shall be added as part of **Exhibit 1** to the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

S&B INFRASTRUCTURE, LTD.

By: _____
 Frank Parker, Jr. Chairman

By: _____
 Daniel O. Rios, P.E., President

Date: _____

Date: _____

EXHIBIT 1

AUTHORITIES RESPONSIBILITIES

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

GENERAL

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

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

EXHIBIT 1 SCOPE OF WORK

County: Cameron

Project: West Rail Blvd PS&E

Services – Project Understanding and Goals

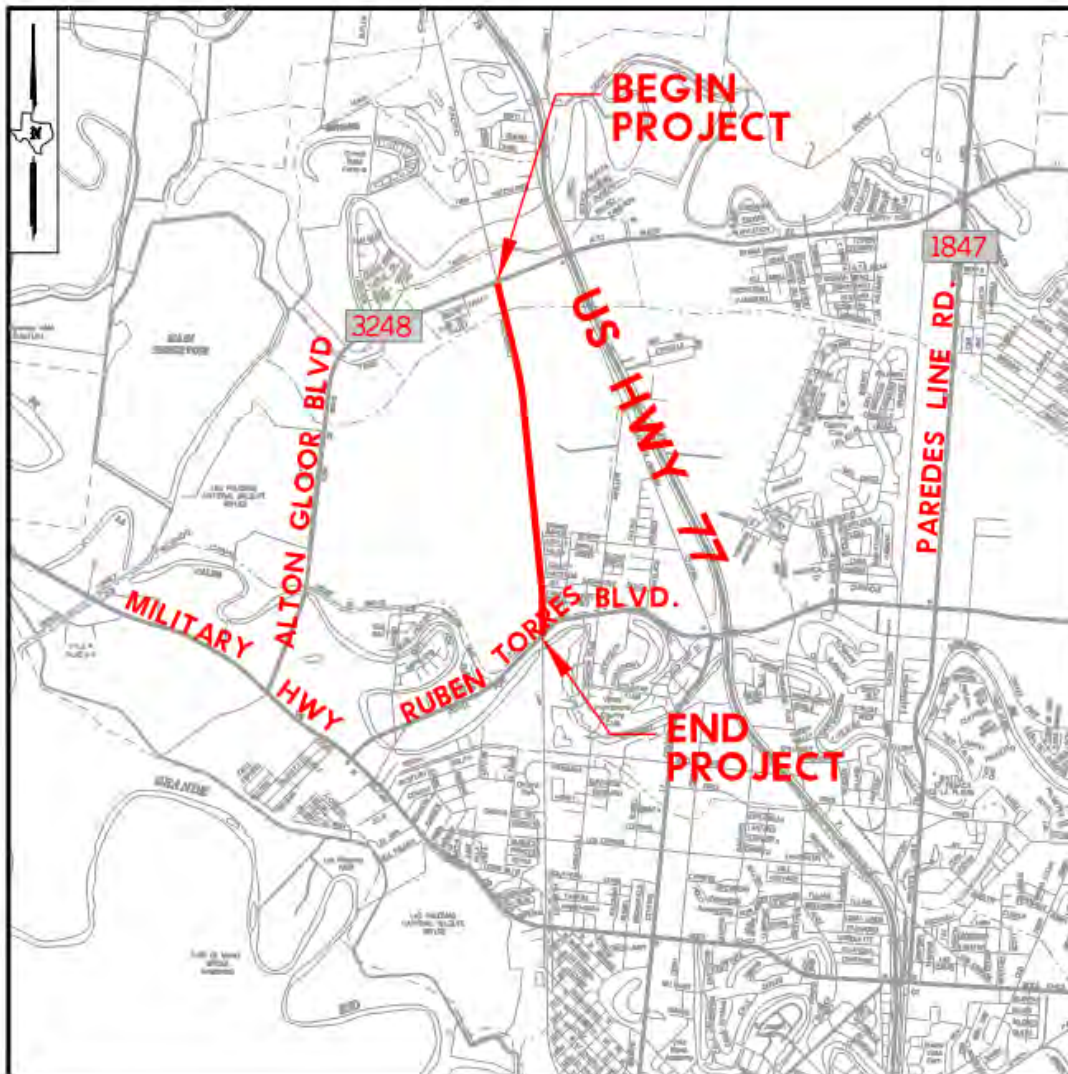
Services under this section begin upon receipt of capital sufficient to develop the transportation project and/or upon issuance of a Notice to Proceed or a Partial Notice to Proceed by the Authority.

PS&E Development

From: FM 3248

To: FM 802

These limits are illustrated below:



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

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

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

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

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

PS&E DEVELOPMENT

Deliverables to include:

1. Summary of Pre-Design Meeting to include complete Design Summary Report (DSR) and Final Typical Sections.
2. 60, 95, and 100% Plan Submittals.
3. Complete P.S. & E. Package.

GEOTECHNICAL BORINGS AND INVESTIGATIONS

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

1. The **Engineer** shall utilize existing borings obtained under previous work order.
2. All geotechnical work should be performed in accordance with the latest version of the State's Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

3. Pavement Design: The **Engineer** shall provide a signed and sealed pavement design report to reflect a flexible pavement structure.
4. The **Engineer** shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the **Engineer**.

DESIGN CRITERIA

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

RIGHT-OF-WAY DATA (FC 130)

Utility Coordination/Inventory

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

1. Coordinate with the Utility Companies to verify the horizontal location and determine the vertical location of each affected utility.
2. Update/finalize the existing utility inventories and preliminary layouts to include final roadway alignments, final proposed drainage system(s), and vertical information.
3. Coordinate utility adjustments with affected utility owners; coordinate and conduct two utility meetings.

ROADWAY DESIGN CONTROLS (FC 160)

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

1. Geometric design for the facility will be in accordance with appropriate design guidelines as stated in the TxDOT Design Manual.
2. Hydrologic analysis and hydraulic design will be in accordance with the TxDOT Hydraulic Manual. (See FC 161 for required tasks.) Storm Systems shall include new systems with proposed outfalls.
3. Design exceptions or variances, if needed, must be submitted by the **Engineer** and approved in writing by the **AUTHORITY/State**.

4. Develop plan sheets using the same format and relative order of the TxDOT traditional plan set to effectively communicate the design for the facility. Plan & profile sheets (P&P) shall be developed at a scale of: 1"=100'; typical sections shall be developed at a scale of: 1"=10' (Other plan sheets/scales are identified under their associated function code.). Plan and profile sheets will be done for all intersecting state roadways.
5. Utilize GEOPAK software and furnish the **AUTHORITY** with all applicable design files in MicroStation format.
6. The finished product shall be a complete and accurate PS&E package, as approved by **AUTHORITY** that can be let to contract with only minimal alterations being necessary as identified in the TxDOT review process.

DRAINAGE (FC 161)

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

1. Perform hydrologic analysis for all cross-drainage structures and determine data and discharge of the existing drainage facilities.
2. Hydraulic Analysis & Design - Design of proposed drainage facilities and /or structures will be in accordance with the TxDOT Hydraulic Manual.
3. Drainage calculations and storm sewer design will be developed utilizing GeoPak Drainage program. The drainage calculations for storm sewer designs will be formatted to show runoff calculations, inlet design, and storm sewer design for each drainage area and each proposed inlet.
4. All hydrologic and hydraulic data and design will be placed on plan sheets by the **Engineer**.
5. Prepare Utility and Drainage (U&D) sheets at an equivalent scale to the roadway plan & profile sheets.
6. Prepare Summary of Quantities.
7. Prepare the Storm Water Pollution Prevention Plan (SW3P) and EPIC sheet in accordance with *"Storm Water Handbook for Construction Activities"* and Authority/Pharr District requirements and standards. Seeding areas will not be shown on plan view. Limits of seeding area shall be calculated from cross sections.

SIGNING, MARKINGS, AND SIGNALIZATION (FC 162)

Small Signing

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

Permanent Pavement Markings

1. The **Engineer** shall develop permanent pavement marking summaries and incorporate pavement-marking quantities in the plans estimate.
2. Pavement markings shall be shown with the sign layouts.

MISCELLANEOUS ROADWAY (FC 163)

Traffic Control Plan

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

Miscellaneous

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

7. The **Engineer** will provide the contract proposal/upfront bidding documents.

Function Code 164 – PROJECT MANAGEMENT

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

Function Code 320 – CONSTRUCTION PHASE SERVICES

The **Engineer** shall assist the **Authority** with the following:

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

Work Authorization Deliverables

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

1. **60% Plans Submittal:**

- Ten (10) sets of 11" x 17" plan sheets for the State District review. In addition to updated sheets from previous submittals also include:
 - Hydrologic Computation Sheets
 - Hydraulic Data Sheets
 - Drainage Area Maps
 - Drainage Plan & Profile

- Drainage Structure Details
- Storm Sewer Details
- Storm Water Pollution Prevention Plan
- EPIC Sheet (Data To be Provided by TxDOT)
- Corresponding Quantity Summary Sheets
- Corresponding Standard Details Sheets
- Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Two (2) sets of 11" x 17" Cross Section Sheets.
- Revised Supporting Documents from 30% Plans Submittal.
- Utility adjustment/relocation details.
- ROW acquisition details.
- Final Geotechnical Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- Final Hydraulic Report signed and sealed by a Registered Professional Engineer in the State of Texas.
- District Design Review Team Form.

2. Review Submittal (95%):

- Ten (10) sets of 11" x 17" plan sheets for the State District Review. In addition to updated sheets from previous submittals also include:
 - Signing and Pavement Marking Sheets
 - Corresponding Quantity Summary Sheets
 - Corresponding Standard Details Sheets
 - Applicable General Notes
- Preliminary Estimate of Construction Cost.
- Engineer's internal QA and QC marked up set.
- Revised Supporting Documents from 60% Plans Submittal.
- Two (2) sets of 11" x 17" Cross Section Sheets.
- Completed DCIS Estimate
- Completed DCIS Specification List
- List of governing Specifications and Special Provisions in addition to those required.
- Triple Zero Special Provisions.
- Engineer sign, seal and date supplemental sheets (8 ½" x 11").
- Construction Contract Time Schedule Estimate.
- Significant project procedures form.
- Right of Way and utilities certification.
- Bidding Proposal Documents

3. Final submittal (100%):

- One (1) paper set and PDF copy of 11" x 17" plan sheets.

- One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
 - Revised Supporting Documents from 90% Review Submittal.
 - Three (3) originals signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
 - Final PS&E Stage Gate Checklist
 - The **Engineer** shall submit an electronic PS&E submittal portfolio as outlined by the State's Design Division.
4. **Electronic Copies:** The **Engineer** shall furnish the State with three (3) CDs or DVDs of the final plans in the format of current CADD system used by the State, .pdf format, and in the State's File Management System (FMS) format.
- Each CD/DVD shall be labeled and include the following:
- CSJ
 - County
 - Highway
 - Date of the CD Burn
 - INTERIM (in 1" letters) Note: As-built shall specify FINAL
 - Volume sequence (i.e., Disk 1 of 3)
- The **Engineer** shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the State contractor to use.
3. **Calculations:** The **Engineer** shall provide the following:
- A 3-ring binder with all quantity and non-structural design calculations.
 - Working copies of all spreadsheets and output from any programs utilized on a CD or DVD in a universally reliable format.
- The **Engineer** may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD, DVD, or in ProjectWise (if applicable).

EXHIBIT 1

SCHEDULE OF WORK

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

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

NOTICE TO PROCEED	March 1, 2022
60% Submittal	July 31, 2022
95% Submittal	October 31, 2022
100% Submittal	January 31, 2023
Bidding Phase	March 2023 – July 2023
Construction Phase	August 2023 – July 2024
Work Order Complete	December 2024

PROJECT: West Blvd PS&E
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U3048 Amendment 1

02/11/22

EXHIBIT 1 -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
	110	ROUTE AND DESIGN STUDIES															
		1-Collect, review, and assemble data	S & B	BASIC	2						20	32		4	58	\$7,884.60	
		2-Organize and attend preliminary concept conference (kick off Meeting)	S & B	BASIC	6						8	8		4	26	\$4,187.84	
		3-Develop detailed design criteria	S & B	BASIC	2				4		8	4		4	22	\$3,527.76	
		Geotechnical services															
		Oversight of subcontractor	S & B	BASIC	2						4				6	\$1,228.92	
		Geotechnical services to include Pavement Design and Report (See L&G Cost Proposal for details)	L&G	SPECIAL												\$20,206.88	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			12	0	0	0	4	0	40	44	0	12	112		\$37,036.00
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT															
		General FC 120 Categories															
		Update EPIC sheets	S & B	BASIC	1						4		4		9	\$1,353.92	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			1	0	0	0	0	0	4	0	4	0	9		\$1,353.92
	130	RIGHT-OF-WAY DATA															
		Utility Adjustments- Evaluate conflicts & preliminary drawings for Agreements	S & B	SPECIAL	4						40	40			84	\$12,489.20	
		Participation in two Utility meetings	S & B	SPECIAL	8						16		8		32	\$5,715.68	
		Sub Total (130 - RIGHT-OF-WAY DATA)			12	0	0	0	0	0	56	40	8	0	116		\$18,204.88
	150	FIELD SURVEYING AND PHOTOGRAMMETRY															
		Verify and Set Control	S & B	SPECIAL	1	2	40								43	\$6,739.78	
		Verify field data and Develop Survey Control Sheets	S & B	SPECIAL	1	5					40		10		56	\$9,139.15	
		Process and Verify Aerial Work	S & B	SPECIAL							4		16		20	\$2,278.92	
		Electronic Format ASCII, Surface, Field Book, and AutoCAD Base File	S & B	SPECIAL									6	2	8	\$730.00	
		Sub Total (150 - FIELD SURVEYING AND PHOTOGRAMMETRY)			2	7	40	0	0	0	44	0	32	2	127		\$18,887.85
	160	ROADWAY DESIGN CONTROLS															
		1 Geometric Design - Horiz & Vert Align Finalize From Schematic	S & B	BASIC	1						8				9	\$1,632.84	
		1 Geometric Design - Roadway geometrics and P&P Sheets	S & B	BASIC	24						130		140		294	\$42,664.90	
		2 Grading Design - Typical Sections	S & B	BASIC	2						4		16		22	\$2,828.92	
		3 Grading Design - Cross Sections	S & B	BASIC	2						120		40		162	\$24,917.60	
		4 Grading Design - Determine Cut and Fill Quantities	S & B	BASIC	1						40		16		57	\$8,664.20	
		4 Plan Details to Supplement Std Shts	S & B	BASIC	1						4		16		21	\$2,553.92	
		Sub Total (160 - ROADWAY DESIGN CONTROLS)			31	0	0	0	0	0	306	0	228	0	565		\$83,262.38
	161	DRAINAGE															
		1a Drainage Area Maps - determine and calculate	S & B	BASIC	2						20		24		46	\$6,344.60	
		1b Hydrologic data/discharge determination	S & B	BASIC	2						30				32	\$5,641.90	
		2a Hydraulic Computations - Storm sewers/inlets	S & B	BASIC	2						60				62	\$10,733.80	
		2c FEMA floodway requirements	S & B	BASIC	2						10		4		16	\$2,647.30	
		Storm Sewer Design & P&P Sheets- new, Mod.,inlets, Manholes, Trunk lines	S & B	BASIC	4						40		120		164	\$19,889.20	
		3a Culv Design, Details & Layouts	S & B	BASIC	4						10		16		30	\$4,397.30	
		3i Summary of Drainage Structure Quantities	S & B	BASIC	4						12		16		32	\$4,736.76	
		4 Storm Water Pollution Prevention Plan (SW3P)	S & B	BASIC	2						8		40		50	\$5,907.84	
		Sub Total (161 - DRAINAGE)			25	0	0	0	0	0	190	0	220	0	435		\$61,123.70
	162	SIGNING, MARKINGS AND SIGNALIZATION															
		1 Signing and Markings Layouts	S & B	BASIC	2						16		40		58	\$7,265.68	
		2 Summary of Small Signs Tabulation	S & B	BASIC	2						16		40		58	\$7,265.68	
		3 Sign Detail Sheets & Standards	S & B	BASIC	2						8		16		26	\$3,507.84	

PROJECT: West Blvd PS&E
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSJ:
 COUNTY: Cameron
 S & B JOB NO.: U3048 Amendment 1

02/11/22

EXHIBIT 1 -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS											ESTIMATED FEE	TOTALS
					Project Manager	RPLS	2-Man Survey Crew	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
		5 Signalization	ETSI	BASIC											0	\$80,026.02	\$114,271.05
		5a Traffic Counts and Signal Warrants	ETSI	SPECIAL											0	\$16,205.83	
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			6	0	0	0	0	0	40	0	96	0	142		
	163	MISCELLANEOUS ROADWAY															\$43,249.60
		Traffic Control Plan	S & B	BASIC	2						24		24		50	\$7,023.52	
		Compute and Tabulate Quantities for Revised Limits	S & B	BASIC	1						24		16		41	\$5,948.52	
		Specifications	S & B	BASIC	1						8		4		13	\$2,032.84	
		General Notes	S & B	BASIC	1						8		4		13	\$2,032.84	
		Prepare Construction Time Schedule	S & B	BASIC	1						8				9	\$1,632.84	
		Project Submittals 60%, 95% and 100%	S & B	BASIC	6						40		40		86	\$12,439.20	
		Project Submittals - Bridge Layouts 60%, 95% and 100%	S & B	BASIC	1			4					16		21	\$2,855.64	
		Project Submittals - Bidding Documents	S & B	BASIC	1						40			20	61	\$8,364.20	
		Assembly of Final Documents (Graphic Files of Plan Sheets and Geopak Files)	S & B	BASIC								8			8	\$920.00	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			14	0	0	4	0	0	152	8	104	20	302		
	164	GENERAL COORDINATION for Bid Packaging and Letting															\$34,356.36
		a Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC	52										52	\$14,300.00	
		b Project Manager Weekly Meeting (Prog. Rpts)	S & B	BASIC	13										13	\$3,575.00	
		c Proj. Meetings (DCC, 60%, 95%, 100% Submittals)	S & B	BASIC	24						24				48	\$10,673.52	
		e Prepare Proj. Meetings Notes	S & B	BASIC	2						8			8	18	\$2,427.84	
		f Project Secretary /CLERICAL (2 hrs/week)	S & B	BASIC										52	52	\$3,380.00	
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			91	0	0	0	0	0	32	0	0	60	183		
		Sub Total (102 - 170)			194	7	40	4	4	0	864	92	692	94	1,991		\$411,745.74
	320	CONSTRUCTION PHASE SERVICES															\$15,911.64
		CONSTRUCTION BIDDING	S & B	SPECIAL													
		RFI'S/Addendums	S & B	SPECIAL	4						16			4	24	\$4,075.68	
		Pre Bid Conference	S & B	SPECIAL	4						8			2	14	\$2,587.84	
		Bid Opening	S & B	SPECIAL	4						4				8	\$1,778.92	
		Bid Tabulation/Recommendation of Award	S & B	SPECIAL	2						40			2	44	\$7,469.20	
		Sub Total (320 - CONSTRUCTION PHASE SERVICES)			14	0	0	0	0	0	68	0	0	8	90		
		LABOR TOTALS															\$427,657.38
		Total Hours	MULTIPLIER		208	7	40	4	4	0	932	92	692	102	2,081		
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		275.00	214.99	150.87	245.16	224.98	207.44	169.73	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			72.91	57.00	40.00	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR															\$2,861.00
		a FedEx Courier (2)	S & B	SPECIAL												\$40.00	
		c Travel - Mileage During Plan Development	S & B	SPECIAL		Trips =	10		Miles	60		Milage Rate (\$/mi.)=	\$ 0.535			\$321.00	
		d Survey Supplies Bernsten, Martin Instruments, Research	S & B	SPECIAL												\$500.00	
		e Travel to Project Site Survey Crew Per Diem	S & B	SPECIAL												\$2,000.00	
		Sub Total (F.C. 160)															
		NON LABOR TOTAL														\$2,861.00	\$430,518.38
		BASIC SERVICE TOTAL														\$ 338,240.30	
		SPECIAL SERVICE TOTAL														\$ 92,278.08	
		PROJECT TOTAL															

FEE SCHEDULE

Geotechnical Engineering, Report & Summary



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

[illegible]

LINE ITEM EXPENSES

Printing Reproduction (N/A - Electronic Submittal Only)

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

None

§ -

§ -

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

Total Expenses

§ -

L&G Total Cost

\$ 20,206.88

EXHIBIT 1 - "FEE SCHEDULE" - WARRANT STUDY'

Along West Boulevard: From FM 3248 (Alton Gloor) to FM 802 (Ruben Torres)

Ergonomic Transportation Solutions, Inc.

WARRANT STUDIES			MANHOURS					
				Project Manager	Traffic Engineer III	CADD Operator	Administrative Assistant	Total
TASK								
	1	Conduct Field Investigations		1	8	8		17
	2	Collect and Assess Data		1	10	10		21
	3	Trip Generation and Traffic Forecasts		4	32			36
	4	Warrant Analysis		1	8			9
	5	Photo Album			1	4		5
	6	Recommendations		2	2			4
	7	Intersection Exhibit			2	8		10
	8	Warrant Study Report		2	12	4	4	22
		Subtotal		11	75	34	4	124

Total Sheets/Labor Hours		11	75	34	4	124
Contract Rates		\$ 221.07	\$ 127.12	\$ 71.85	\$ 60.79	
Total Costs		\$ 2,431.77	\$ 9,534.00	\$ 2,442.90	\$ 243.16	\$ 14,651.83

EXPENSES

Lodging	(2 people)(1 night)(\$96/night)	\$ 192.00
Meals	(2 people)(1 day)(\$36/day)	\$ 72.00
Rental Car	(1 day)(\$60/day)	\$ 60.00
Rental Car Fuel	(1 days)(\$30/day)	\$ 30.00
Airfare	(2 people)(\$600/ea)(1 trip)	\$ 1,200.00
		\$ -
Total Expenses		\$ 1,554.00

ETSI Total Cost \$ 16,205.83

EXHIBIT 1 - "FEE SCHEDULE" - TRAFFIC SIGNAL DESIGN
Along West Boulevard: From FM 3248 (Alton Gloor) to FM 802 (Ruben Torres)

Ergonomic Transportation Solutions, Inc.

TRAFFIC SIGNAL DESIGN			MANHOURS						
			No. of sheets (estimated)	Project Manager	Senior Traffic Engineer	Traffic Engineer III	CADD Operator	Administrative Assistant	Total
TASK									
	1	General Notes	n/a		2	2		6	10
	2	Basis of Estimate	1	2	6	12	4		24
	3	Condition Diagram	4	4	8	24	16		52
	4	Proposed Signal Plan Layout	4	28	36	96	80		240
	5	Signal Phasing/Timing	n/a	2	4	8	6		20
	6	Electrical Schedules	4	16	20	60	32		128
	7	Int..Signs, Pav.Markings, Curb Ramps	n/a	4	6	16	10		36
	8	Standard Sheets List	14	4	4	10	6		24
	9	Specifications and Cost Estimate	n/a	6	8	16	16		46
	10	Coordination and Meetings	n/a	24					24
		Subtotal	27	90	94	244	170	6	604

Total Sheets/Labor Hours	27	90	94	244	170	6	604
Contract Rates		\$ 221.07	\$ 165.80	\$ 127.12	\$ 71.85	\$ 60.79	
Total Labor Costs		\$ 19,896.30	\$ 15,585.20	\$ 31,017.28	\$ 12,214.50	\$ 364.74	\$ 79,078.02

EXPENSES

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

Total Expenses **\$ 948.00**

ETSI Total Cost **\$ 80,026.02**

**2-L CONSIDERATION AND APPROVAL OF DETERMINING
SUBSTANTIAL COMPLETION OF PARKING LOT 10 AT ISLA
BLANCA PARK.**



**AMBIOTEC
GROUP**

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

February 11, 2022

Alejandro Garcia
Construction Manager
Cameron County RMA
3461 Carmen Avenue
Rancho Viejo, Texas 78575

RE: Certificate of Substantial Completion – Cameron County Isla Blanca Parking Lot Expansion

Dear Mr. Garcia,

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Vicente Mendez, P.E., R.P.L.S. *Vicente Mendez P.E., R.P.L.S.* February 10th, 2022
ENGINEER BY DATE OF ISSUANCE

A list of items to be completed or corrected will be issued after the walk through, scheduled for Tuesday, February 15th, 2022. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of the commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the day of final payment.

[Signature] *CAU* *2-14-2022*
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete.

OWNER BY DATE

**2-M CONSIDERATION AND APPROVAL OF THE USE OF THE
BETTERMENT FUND FOR SIGNAGE AT THE PEDRO “PETE”
BENAVIDES BASKETBALL COURT PROJECT.**



CAMERON COUNTY

Parks and Recreation



Contingency Expenditure Authorization

Project: Cameron County Benavidez Park Pavilion
Brownsville, Texas

Authorization No: 01

Project No.:

Date: 02/03/22

To: Peacock General Contractors, Inc.
P.O. Box 530098 / 801 E. Grimes
Harlingen, Texas 78553
Attention: Tre Peacock / Kerry McBride

You are authorized to perform the following item(s) of work and to adjust the allowance sum accordingly, as indicated below. This is not a change order and does not increase nor decrease the contract amount.

CCR-1	Construction Sign	\$850.00
-------	-------------------	----------

Total: \$850.00

These are to be funded out of:

Owner Contingency Allowance	\$0.00
Signage Allowance	\$850.00
Steel Allowance	\$0.00

Total: \$850.00

Original Allowance Fund Summary:

Total: \$25,000.00

Owner Contingency Allowance	\$10,000.00
Signage Allowance	\$5,000.00
Steel Allowance	\$10,000.00

Total of Previous Owner Allowance Expenditure Authorizations \$0.00

Total Authorized Allowance Expenditures for CEA 01 \$850.00

Remaining Allowance Balance: \$24,150.00

Remaining Owner Allowance Fund Summary:

Owner Contingency Allowance	\$10,000.00
Signage Allowance	\$4,150.00
Steel Allowance	\$10,000.00

Approval:

CCRMA

GMS Architects

Peacock Construction, Inc.

General Contractors, Inc.

02.03.22

Date

2/3/2022

Date

2/3/2022

Date

**2-N CONSIDERATION AND APPROVAL OF THE USE OF THE BETTERMENT
FUND FOR TESTING LAB AT THE PEDRO “PETE” BENAVIDES
BASKETBALL COURT PROJECT.**

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: (name and address) Cameron County Benavides Park Pavilion Brownsville, Texas	CONTRACT INFORMATION: Contract For: General Construction Date: January 20, 2022	CCD INFORMATION: Directive Number: 001 Date: February 15, 2022
OWNER: (name and address) Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	ARCHITECT: (name and address) Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521	CONTRACTOR: (name and address) Peacock General Contractor, Inc. P.O. Box 530098 Harlingen, Texas 78553-0098

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Add Material Testing

PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
 - ☐ Lump Sum decrease of \$0.00
 - ☐ Unit Price of \$ per
 - ☐ Cost, as defined below, plus the following fee:
(Insert a definition of, or method for determining, cost)
 - ☒ As follows: The Not to Exceed amount will be \$7,352.00. The material testing invoices will be charged to the structural allowance and included in the monthly applications for payment.

The portions of the proposal which are not required are the masonry / grout observation, the reinforcing steel observation and full time observation of the rebar placement noted on the attachment.

- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Gomez Mendez Saenz, Inc.

Cameron County Regional Mobility
Authority

Peacock General Contractor, Inc.

ARCHITECT (Firm name)

OWNER (Firm name)

CONTRACTOR (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Mr. Roan G. Gomez, AIA, Project
Architect

Pete Sepulveda, Jr.

Tre Peacock

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

February 15, 2022

DATE

February 15, 2022

DATE

DATE

February 10, 2022



Peacock General Contractors Inc.
PO Box 530098
Harlingen, Texas 78553

Attn: Mr. Tre Peacock
P: [956] 423-6733
E: peacockgeneral@hotmail.com

Re: Proposal for Materials Services
Pedro "Pete" Benavides Park Pavillion
California Road and S. Brown Road
Brownsville, Texas
Terracon Proposal No.: P88221024

Dear Mr. Peacock:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the Material Services for the above referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. Please note that this proposal was prepared based on the verbal information provided to us during our telephone conversation held on Wednesday February 9, 2022 with Mr. Philip Pawelek with S & B Infrastructure Ltd and Cameron County Regional Mobile Authority's Engineering Firm. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A. PROJECT INFORMATION

A.1 Site Location

ITEM	DESCRIPTION
Location	The proposed improvements will be located within the South area of the existing Pedro "Pete" Benavides County Park located at 2055 S. Browne Avenue in Brownsville, Texas Latitude: 25.894519° N Longitude: -97.388888° W.
Existing improvements	Existing park facility with water playground, parking and landscape areas.
Current ground cover	The site is covered with native grasses and bare soils
Existing topography	The site is relatively flat and level.

Terracon Consultants, Inc. 1506 Mid Cities Drive Pharr, Texas 78577
P [956] 283 8254 F [956] 283 8279 www.terracon.com

Environmental



Facilities



Geotechnical



Materials

A.2 Project Description

ITEM	DESCRIPTION
Improvements	The proposed improvements will consist of pre-engineered steel pavilion structure.
Grading	Refer to civil/structural plans.
Cut and fill slopes	Refer to civil/structural plans.
Construction Type	New Park Pavillion

Should any of the above information be inconsistent with the planned construction please let us know so that we may make any necessary modifications to this proposal.

B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field Density/moisture testing and laboratory evaluation of services
- Field testing and laboratory evaluation of concrete, ~~observation of reinforced concrete~~
- ~~Field testing and laboratory evaluation of mortar and grout, observation of reinforced CMU~~
- ~~Field Observation of construction techniques and installation procedures of Foundation System;~~

EARTHWORK TESTING AND OBSERVATION

Observations/testing will be performed under the direction of a Texas Registered Professional Engineer. The field services will be supported by appropriate laboratory evaluation of soils used as fill or backfill on the site. The laboratory testing will include laboratory moisture-density relationship (Proctor), with sieve analysis and Atterberg limit determinations for classification and/or determination of import fill suitability. Laboratory material evaluations will be conducted as specified for each type of soil encountered during fill placement. The testing will be performed to check compliance with project specifications. The project contractor and construction manager personnel on the site will be informed of our field observations and test results. Written reports of test results will be prepared on a regular basis throughout the project duration and distributed per your directive.

CONCRETE TESTING AND OBSERVATION

An American Concrete Institute (ACI) or equivalent Certified Engineering Technician will be provided on an as-requested basis to sample the plastic concrete used during construction. The concrete will be tested for slump, air content and temperature at the time of placement. Sets of concrete cylinders will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-days (1 specimen), 28-days (2 specimens) and 56-days (1 specimen) intervals to determine compliance with project specifications. All test results will be conveyed after testing is completed.

MASONRY (PERIODIC)

A Certified Engineering Technician will be provided on a periodic basis, as specified on the structural plans, to sample the plastic mortar and grout used during construction and observes the placement of reinforcement, mortar, grout, and the cleanliness cells. The grout and mortar will be tested for slump or flow, air content and temperature at the time of placement. Sets of four (4" x 8") grout cylinders and/or sets of four (3" x 3" x 6") grout prisms, and a set of six (2" x 2") mortar cubes will be molded at each sampling.

All samples will be field cured at the site and returned to our laboratory for additional curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-day (1 or 3 specimen) and 28-day (3 specimens) intervals to determine compliance with project specifications. All test results will be conveyed after testing is completed.

FOUNDATION

An Engineering Technician will be provided on a full time basis to observe the construction techniques and installation procedures of the foundation system. Observations will include pier identification and diameter, bearing strata, depth, auger diameter, rebar placement and size, excavation integrity, and moisture condition. Concrete placement will be observed for proper techniques and will be sampled and tested as mentioned in the 'CONCRETE' scope below.

PROJECT MANAGEMENT

The project manager will be the point of contact for the project and his duties could include the following:

- a. Attend construction meetings, on as scheduled basis
- b. Review concrete mixes submitted, on as scheduled basis
- c. Coordinate field and laboratory testing
- d. Communicate with Terracon field technicians, Contractor, and Owner's site representative
- e. Review laboratory and field test reports
- f. Control our budget and invoice.
- g. Performing site visits to the project site.
- h. Provide technical assistance.

Scheduling – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

Data Collection and Reporting

All field technicians are responsible to provide daily reports identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our Project Manager and Field Personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

C. COMPENSATION

We estimate the fee of our services to be **\$8,752.00**. A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate.** We will only invoice for the actual services and required laboratory tests. In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

Proposal for Materials Testing Services

Pedro "Pete" Benavides Park Pavillion ■ Brownsville, Texas

February 10, 2022 ■ Terracon Proposal No. P88221024



If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

Approval – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the **Agreement for Services** to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed **Agreement for Services** to george.flores@terracon.com. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the **Agreement for Services** (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,

Terracon Consultants, Inc.

(Firm Registration: TX F3272)

George Flores Jr.
Project Manager

Alfonso A. Soto, P.E., D.GE, F.ASCE
Senior Principal

Enclosure(s): Table 1 Estimated Fee Summary
Agreement for Services
Distribution Sheet

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Peacock General Contractors ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Benavidez Park Pavilion project ("Project"), as described in Consultant's Proposal dated 02/10/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

Client: **Peacock General Contractors**

By: _____ Date: **2/10/2022**

By: _____ Date: _____

Name/Title: **Alfonso A. Soto, PE / Department Manager/Principal**

Name/Title: **Tre Peacock /**

Address: **1506 Mid Cities Dr
Pharr, TX 78577-2128**

Address: **PO Box 530098
Harlingen, TX 78553-0098**

Phone: **(956) 283-8254** Fax: **(956) 283-8279**

Phone: **(956) 423-6733** Fax: _____

Email: **Alfonso.Soto@terracon.com**

Email: **peacockgeneral@hotmail.com**

TABLE 1
ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below:

Earthwork Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Moisture/Density Curve (ASTM D698)	3	Each	\$ 250.00	\$ 750.00
Atterberg Limits (ASTM D4318)	3	Each	\$ 70.00	\$ 210.00
-200 Sieve (ASTM C1140)	3	Each	\$ 70.00	\$ 210.00
Nuclear Density Test	32	Each	\$ 11.00	\$ 352.00
Soil Technician	44	Hour	\$ 50.00	\$ 2,200.00
Vehicle Trip Charge	11	Per Trip	\$ 45.00	\$ 495.00
Subtotal, Earthwork				\$ 4,217.00

Estimate includes 7 trips to perform compaction testing on select fill, 1 trip to perform compaction testing on subgrade soils, 1 trip to observe the proof rolling of subgrade soils and 2 trips to collect samples to test for moisture-density relationship, Atterberg limits and -200 sieve tests. The estimate also includes the testing on 3 samples for moisture-density relationship, Atterberg limits and -200 sieve tests

Reinforcing Steel				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Technician	4	Hour	\$ 50.00	\$ 200.00
Vehicle Trip Charge	1	Per Trip	\$ 45.00	\$ 45.00
Subtotal, Reinforcing Steel				\$ 245.00

Estimate includes 1 trip to observe the placement of reinforcing steel for the pavillion pad.

Concrete/Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Technician	5	Hour	\$ 50.00	\$ 250.00
Engineering Technician (Overtime)	4	Hour	\$ 75.00	\$ 300.00
Concrete Cylinders, (ASTM C31 & C39)	24	Each	\$ 15.00	\$ 360.00
Pier Observation	16	Hour	\$ 50.00	\$ 800.00
Pier Observation (Overtime)	4	Hour	\$ 75.00	\$ 300.00
Vehicle Trip Charge	5	Per Trip	\$ 45.00	\$ 225.00
Subtotal, Concrete Testing/Observation				\$ 2,235.00

Estimate includes 2 trips to observe and document the pier drilling of shallow piers and to test concrete to be used on the piers. The estimate also includes 1 trip to perform concrete testing and observations for the concrete to be placed for the pavillion pad and 2 trips to collect the concrete cylinder samples to be made and cure them in our laboratory for compressive strength testing. No testing on the valley gutter and sidewalks are included on this estimate. Assuming that all concrete placement will be done during working hours (between 8:00 am to 5:00 pm). Any work performed outside during working hours will be charge at an overtime rate of 1.5.

Masonry/Grout Observation				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Technician (Masonry/Grout)	18	Hour	\$50.00	\$ 900.00
Grout (1 set of 4)	4	Hour	\$15.00	\$ 60.00
Mortar Cubes (1 set of 6)	6	Per	\$10.00	\$ 60.00
Vehicle Trip Inspection	3	Per	\$45.00	\$ 135.00
Subtotal, Masonry/Grout Observations				\$1,155.00

Estimate includes 1 trip to observe, document, and test the mortar to be on brick/cmu units on the columns, 1 trip to test the grout fill to be placed on the cmu units for the columns and 2 trips to collect the cubes/prism samples to be made and cure them in our laboratory for compressive strength testing. Assuming that all concrete placement will be done during working hours (between 8:00 am to 5:00 pm). Any work performed outside working hours will be charge at an overtime rate of 1.5.

Project Manager	9	Hour	\$ 100.00	\$ 900.00
Subtotal, Project Manager				\$ 900.00
ESTIMATE TOTAL				\$ 8,752.00

DISTRIBUTION SHEET

Thank you for choosing Terracon Consultants, Inc. to provide these services. Please fill out below the pertinent information below so that we may expedite report distribution, project correspondence and invoice(s) to appropriate person (s). If you have any questions please do not hesitate to contact our office.

Project Name:

Client

Copies _____

Firm

PHILLIP J. PAWELEK, PEPROJECT MANAGER | S&B

Address

INFRASTRUCTURE, LTD.D

Attn:

956.926.5004pjpaulek@sbinfra.com5408 N. 10th Street,

Email:

McAllen, Texas 78504

Invoice (do not complete if same as client)

Copies _____

Firm

Address

Attn:

P ()

F ()

Email:

Report Distribution (Clients, Architects, Engineers, Contractors, etc...)

Copies _____

Firm

Joe E. Vega, Parks Director33174 State Park Road 100-SouthSouth

Address

Padre Island, Texas 78597JEVega@co.cameron.tx.us

Attn:

Email:

Copies _____

Firm

Green Rubiano & AssociatesHeriberto Cavazos,

Address

P.E.1220 W. Harrison Ave. Harlingen, TX

Attn:

78550hcavazos@graengineering.com

Email:

F ()

Copies _____

Firm

GMS ArchitectsRoan Gomez, AIA1150

Address

Paredes Line Rd.Brownsville, TX

Attn:

78521rgg@gmsarchitects.com

Email:

F ()

Copies _____

Firm

Ambiotec Civil Engineering Group

Address

5420 Paredes Line Road, Brownsville, TX 78526

Attn:

Karla Saldivar

P ()

548.9333

F ()

548.9399

Email:

ksaldivar@ambiotec.com

Copies _____

Firm

Peacock General Contractor, Inc.

Address

P.O. Box 530098, Harlingen, Texas 78553

Attn:

Tre Peacock

P ()

423.6733

F ()

425.5683

Email:

peacockgeneral@hotmail.com/trepeacock@hotmail.com

If you need more room or would like to send other pertinent information please provide on the back of this sheet. Thank you for your time and concern to this matter.

Distribution Sheet1-Terracon

Terracon

**2-O CONSIDERATION AND APPROVAL OF AMENDMENT AND RENEWAL OF
TOLL REVENUE GUARANTEE AND DEBT COLLECTION SERVICES
CONTRACT FOR RFP NO. 2017-003.**

Second Amendment and Renewal of

Toll Revenue Guarantee and Debt Collection Services Contract for RFP No. 2017-003

This Second Amendment and Renewal of (“Amendment”) the Cameron County Regional Mobility Authority Toll Revenue Guarantee and Debt Collection Services Contract for RFP No. 2017-003 (“Agreement”) is made and entered into by and between the Cameron County Regional Mobility Authority (“Authority”) and Professional Account Management, LLC (“PAM” or “Contractor”). The Authority and PAM may be individually referred to as a Party or together referred to as the Parties. The effective date of this Amendment (“Effective Date”) shall be February 23, 2022.

1. Term Renewal: The Authority hereby elects to renew the Agreement for a one (1) year renewal period at this time and reserves its right to renew the Agreement for up to an additional one (1) year in accordance with section 3.2 of the Agreement. The renewal shall begin on February 23, 2022 and end on February 23, 2023.

2. Amendments: The Parties hereby agree to add Section 8.1.8 and Section 10.6 as shown below:

“8.1.2.3 Administrative Fees. For Collection Proceeds collected by Contractor and applied to the Administrative Fee amount of each violation, 45% of proceeds will be retained by Contractor, and the remaining 55% of proceeds will be remitted to the Authority (net of Contractor’s earned portion of the proceeds).”

3. Miscellaneous

The Agreement shall otherwise continue in full force and effect. This Amendment may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument. Whether or not specifically amended by this Second Amendment, all of the terms and provisions of the Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of February 17, 2022.

CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY

PROFESSIONAL ACCOUNT
MANAGEMENT, LLC

By: _____
Name: Frank Parker, Jr.
Its: Chairman

By: _____
Name: Tim Wendler
Its: CEO

**2-P CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING THE WEST BLVD. PROJECT.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

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

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, as the Project Sponsor, to develop Plans, Specifications, and Estimates, and complete any project development activities to develop the project to a Ready-to-Let Status for construction. This project has Category 12 funds for construction at the RGVMPPO in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the West Blvd. Project to a Ready-to-Let Status with TxDOT. Project Limits are from FM 802 /Ruben M. Torres Sr. Blvd. north to FM 3248 Alton Gloor (Roadway).
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA’s consultants to develop engineering/design plans, coordinate any ROW acquisition or utility adjustments, and conduct environmental studies, public involvement, and traffic studies.
 - b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
 - c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
 - d. Provide monthly progress reports of activities to the COUNTY.
 - e. Provide for consultations with the environmental agencies.
 - f. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
 - g. In addition to serving as Project Manager, the CCRMA will be responsible for the preparation of the Environmental document, Traffic studies and Cultural Resource studies.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$430,518.38 for engineering and design activities further outlined in Exhibit A.
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 the COUNTY will be made from current revenues or bond proceeds of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation

Agreement expires when the Projects are completed or a 30 day termination notice is given by either CCRMA or COUNTY.

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 employee personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.

Executed on this _____ day of _____, 2022.

Attested by: _____
Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Trevino, Jr.
County Judge

**2-Q CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING THE CUSTOMS AND
BORDER PROTECTION DONATIONS ACCEPTANCE PROGRAM PROJECT
AT THE VETERANS INTERNATIONAL BRIDGE.**

STATE OF TEXAS)
)
 CAMERON COUNTY)

INTERLOCAL COOPERATION AGREEMENT

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

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, to perform construction management services for the project. Currently, the project is ready to let on April 27, 2022. This project has Category 7 funds for construction at the RGVMPO in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To provide construction management services for the Veterans Bridge CBP DAP Project (Expansion of the CBP passenger Vehicle Lanes).
3. **CCRMA HEREBY AGREES TO:**
 - a. Utilize one of the CCRMA’s consultants to perform construction management services for the CBP Primary Lane Expansion Project.
 - b. Coordinate with the Texas Department of Transportation (TxDOT) on any issues arising during the construction phase.
 - c. Provide monthly progress reports of activities to the COUNTY.
 - d. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding in the amount of \$_____ for construction management services as outlined in Exhibit A.
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 the COUNTY will be made from current revenues or toll revenue bond proceeds of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and COUNTY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or COUNTY.
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 employee personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.

9. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and COUNTY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CAMERON COUNTY COMMISSIONERS COURT.

Executed on this _____ day of _____, 2022.

Attested by: _____
Arturo A. Nelson
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____
Sylvia Garza Perez
County Clerk

Eddie Trevino, Jr.
County Judge

**2-R CONSIDERATION AND APPROVAL OF CONTRACT WITH CAMPBELL'S
SERVICES FOR CUSTODIAL SERVICES.**

CONTRACT FOR CUSTODIAL SERVICES

This Contract between the Cameron County Regional Mobility Authority (the “Authority”) and Campbell’s Services (the “Contractor”), is hereby entered into and agreed to as of the 1st day of February 2022, (the “Effective Date”) and the parties agree to certain terms and conditions, as follows (the “Contract”):

1.0 Definitions.

- 1.1 Authority.** Any reference herein to the “Authority” shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Contractor.** Any reference herein to the “Contractor” shall be interpreted to mean the same as Campbell’s Services
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibit listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Contractor. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain custodial services for the Authority’s administration and toll buildings described on **Exhibit 1** attached hereto and incorporated by reference.
- 1.5 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Contractor for the Compensation.
- 1.6 Privity only with the Contractor.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Contractor and the Contractor's permitted successors and assigns.
- 1.7 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.8 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.9 Definition of Material Breaches not Exhaustive. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.

2.0 Work, Contract Time, and Contract Price

2.1 Services. The Services provided pursuant to the Contract generally consists of those services for the Authority as described herein and in **Exhibit 1** incorporated by reference. The Contractor shall perform work necessary to complete the Services in accordance with this Contract. Time is of the essence for this Contract.

2.2 Contract Time. The term of this Contract shall begin on the Effective Date and terminate on January 31, 2023, unless this Contract is otherwise extended, modified, terminated, or renewed by the parties as provided for within the Contract. The Authority, in its sole and absolute discretion, has the right to extend this Contract for up to three (3) additional one (1) year terms.

2.3 Contract Price. The total not-to-exceed (NTE) value of the Contract is the annual amount of **TEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$10,500.00)** to be paid in monthly installments of \$875.00 each.

3.0 Contractor's Obligations. Pursuant to the Contract, the Contractor agrees to provide the Services detailed herein and also shall be responsible for the following:

3.1 Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

3.2 Insurance Requirements.

3.2.1 Indemnity. The complete indemnity requirements are detailed within Section 7 herein.

3.2.2 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of the Contract and shall name the Authority as an "additional insured" on the following insurance coverage:

3.2.2.1 General Liability Insurance. An original certificate evidencing General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of

\$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible not greater than \$1,000.

3.2.2.2 Worker's Compensation Insurance. Such coverage shall be consistent with statute and with no pre-set limits and having Employer's liability limit of \$500,000. A waiver of subrogation in favor of the Authority must be included in the policy.

3.2.2.3 Automobile Liability Insurance. An original certificate evidencing automobile insurance coverage in a combined single limit of \$500,000 and each vehicle utilized by the Contractor must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

3.2.2.4 Certificates/Endorsements. The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Contracting Officer.

3.3 Licensing. The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.

3.4 Confidentiality. The Contractor, in connection with performing his services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The

Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.0 Applicable Laws.

4.1 Jurisdiction of Law. The laws of the State of Texas shall govern the validity, construction and effect of the Contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. The Contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. Should any party hereto retain counsel for the purpose of initiating litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party. The Contract may be signed in counterparts.

4.2 Venue. Venue for any cause of action arising out of or related to the Contract shall be in Cameron County, Texas.

5.0 Notices and Invoices.

5.1 All notices, reports and/or invoices shall be in writing and (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or, (d) sent by email communication followed by receipt confirmed by telephone, to those persons designated from time to time in writing:

Cameron County Regional Mobility Authority

Attention: Pete Sepulveda, Jr.

Executive Director

3461 Carmen Avenue

Rancho Viejo, Texas 78575

Email: psepulveda@ccrma.org

Campbell's Services

Attention: Mary Ann Hernandez

Office Assistant

2212 Primrose Ave., Building G

McAllen, Texas 78504

Email: campbells.services@hotmail.com

6.0 Payments.

- 6.1** To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed invoice for the Services performed each month.
- 6.2** The Authority shall have fifteen (15) days to review the invoice and determine, in its sole and absolute discretion, whether the invoice satisfies the requirements herein and in the Contract Documents.
- 6.3** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.

7.0 Additional Considerations.

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.4 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.5 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.6 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies,

rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

7.7 Time of the Essence. Time is of the essence under this Agreement as to each provision in which time of performance is a factor.

7.8 Limitation of Liability. IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

7.9 Indemnification.

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

7.9.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Contractor the consequences of which the Contractor has indemnified the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

7.9.3 Any money due to the Contractor under and by virtue of the Agreement, which the Authority believes must be withheld from the Contractor to protect the Authority, may be retained by the Authority so long as it is reasonably necessary to ensure the Authority's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Authority provided, however, the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Authority from any potential claims.

7.9.4 The Contractor shall provide that any contractual arrangement with a subcontractor or subconsultant shall be in conformance with the terms of the Agreement including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims that may be made against it or any of its subcontractors or subconsultants in connection with the Agreement.

7.9.5 THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE 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.

7.10 THE CONTRACTOR EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS AGREEMENT; AND, (2) NO AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY. THE CONTRACTOR WARRANTS TO THE AUTHORITY THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT AND THAT, IN THE EVENT A THIRD PARTY ATTEMPTS TO HOLD THE AUTHORITY LIABLE FOR ANY ACTION OR INACTION OF THE CONTRACTOR, THAT THE CONTRACTOR SHALL INDEMNIFY THE AUTHORITY.

7.11 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS AGREEMENT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 7.10, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

8.0 Exhibits.

8.1 The following noted documents are placed under each of the noted appendix and are a part of the Contract:

8.1.1 Exhibit 1. Quote from the Contractor

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

CONTRACTOR

Campbell's Services

By: _____

Printed Name/Title

Date: _____

AUTHORITY

Cameron County Regional Mobility Authority

By: _____
Pete Sepulveda, Jr., Executive Director

Date: _____

**EXHIBIT 1 TO CONTRACT BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
CAMPBELL'S SERVICES**

Quote from Campbell's Services

Campbell's Services

2212 Primrose Ave. Bldg. G, McAllen, TX 78504 Phone 956-687-6243 Fax 956-971-8468

December 21, 2021

Dear: Cameron County Regional Mobility Authority

We provide full service commercial cleaning and floor care maintenance services to the Rio Grande Valley and Corpus Christi areas.

We have been in business since 1981. Our experience with a wide range of facilities allows us to ensure that your business will be treated with the most professional and quality care available.

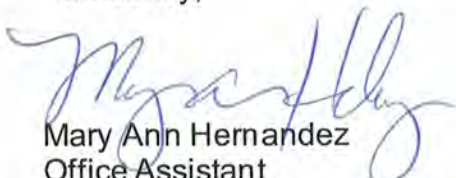
Our company is a local business and not a franchise.

We know and understand how crucial a well-maintained facility is to your business success. That is why we are ready to service all of your facility's needs with the up most professionalism.

We believe that our strong management and commitment to our customers satisfaction sets us apart, our customers come first and we work hard to meet and exceed your needs and expectations.

We hope you choose us for all your janitorial and floor care needs. We are looking forward to doing business with your company.

Sincerely,



Mary Ann Hernandez
Office Assistant
Campbell's Services

Campbell's Services Hiring Policy and Procedures

Objective

Campbell's Services believes that hiring qualified individuals to fill positions contributes to the overall success of the company. Each employee is hired to make significant contributions to Campbell's Services. In hiring the most qualified candidates for positions, the following process should be followed.

All applicants for a posted vacancy will be considered based on their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by the hiring managers department.

Interview process

The hiring manager will screen applications and resumes prior to scheduling interviews. Initial interviews are generally conducted by the hiring manager using behavior-based interview questions and a structured interview process.

The hiring Manager will notify applicants who are not selected for positions at Campbell's Services.

Reference checks

Hiring Manager will conduct professional reference checks and employment verification on the top candidates based on the results of the candidate evaluation forms completed by the interviewers.

Job offers

After a decision has been made to hire a candidate, an offer will be made contingent on the satisfactory completion of required background checks and testing. Background checks will vary depending on the position and may include criminal history, credit history, driving record, drug testing or any other relevant information for the job.

Internal applicants must complete required background checks or tests not previously completed.

Once the hiring manager receives satisfactory results from all required background checks and tests, candidates will be provided with a final job offer. If a candidate fails to accept an offer of employment within 7 calendar days, the offer may be rescinded by Campbell's Services.

Candidates are Drug Tested and Background Checked

Drug test conducted thru Quest Diagnostics

Background checked thru Sentry National Criminal Background Checks

Job Training policy

We teach the 7 steps cleaning process:

The 7 steps of the cleaning process are:

Step 1- Pull trash

Step 2- Complete the High Dust process

Step 3- Damp wipe all contact Surfaces

Step 4- Thoroughly clean the restroom

Step 5- Dust mop properly

Step 6- Damp mop all appropriate areas

Step 7- Inspect the work

Practice

Once hired employees are placed at a job location and trained by the supervisor for three (3) days or until employee retains the duties required at each location.

Supervisor will continuously train as needed.

Building inspections are also conducted by the supervisor.

CAMPBELL'S JANITORIAL SERVICE
2212 PRIMROSE BLDG. G
McALLEN, TEXAS 78504

OFFICE #: 956-687-6243
FAX#: 956-971-8468
EMAIL ADDRESS: [CAMPBELLS.SERVICES@HOT MAIL.COM](mailto:CAMPBELLS.SERVICES@HOTMAIL.COM)

**SERVICE SCHEDULE
FOR
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, TX 78575**

AREAS TO BE SERVICED (During 8am-5pm)

1. Office Area
2. Break room
3. All Restrooms

DAILY GENERAL CLEANING

Work to be performed Three (3) day per week

1. Empty all wastebaskets and carry trash to designated area
2. Clean desks, tables, countertops, chairs and all office furniture
3. Wipe open areas on desks, tables, countertops, etc.
4. Dust mop hard surface floors
5. Wet mop hard surface floors as necessary
6. Clean entrance Glass

RESTROOMS

Work to be performed Three (3) day per week

1. Empty all wastebaskets and carry trash to designated area
2. Clean and Disinfect washbasins, toilet bowls, and urinals
3. Clean and disinfect underside and top of toilet seats
4. Clean mirrors
5. Polish chrome, stainless steel fixtures
6. Restock toilet tissue, paper towels, and hand soap
7. Sweep hard surface floors
8. Wet mop hard surface floors with a disinfectant cleaner as necessary

CAMPBELL'S JANITORIAL SERVICE
2212 PRIMROSE BLDG. G
McALLEN, TEXAS 78504

OFFICE #: 956-687-6243
FAX#: 956-971-8468
EMAIL ADDRESS: CAMPBELLS.SERVICES@HOTMAIL.COM

**SERVICE SCHEDULE
FOR**
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, TX 78575

BREAK AREA

Work to be performed Three (3) day per week

1. Empty all wastebaskets and carry trash to designated area
2. Disinfect and wipe tables and chairs
3. Clean and disinfect sinks
4. Wipe microwave oven-Exterior
5. Wipe refrigerator-Exterior
6. Clean and disinfect countertops
7. Sweep hard surface floors
8. Wet mop hard surface floors with a disinfectant cleaner as necessary

MONTHLY CLEANING SERVICE

1. High dusting all office areas
2. High dusting of all bathroom areas

CAMPBELL'S JANITORIAL SERVICE
2212 PRIMROSE BLDG. G
McALLEN, TEXAS 78504

OFFICE #: 956-687-6243
FAX#: 956-971-8468
EMAIL ADDRESS: CAMPBELLS.SERVICES@HOTMAIL.COM

**SERVICE SCHEDULE
FOR**
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Rancho Viejo, TX 78575

AREAS TO BE SERVICED

1. Office Area
2. Break room
3. All Restrooms

SERVICES TO BE RENDERED

JANITORIAL SERVICES

Three (3) days a week

SERVICE FEE

JANITORIAL SERVICE - Campbell's providing
cleaning chemicals and equipment

\$875.00 Per Month (plus tax)

JANITORIAL SERVICE - Client providing
cleaning chemicals and equipment

\$825.00 Per Month (plus tax)

Service fees are as stated above. Payment for services shall be made payable to **CAMPBELL'S SERVICES**
On the 28th of the month serviced. All paper products, trash liners and soap will be provided by client.

Contact person: Lulu Mayorga, CPM
Service start date:

Phone# (956)621-5571 Fax# (956)621-5590
Current Date: December 21, 2021

**2-S CONSIDERATION AND APPROVAL TO PURCHASE 48 VES CAMERAS AND
48 STROBES FROM KAPSCH FOR SH 550 TOLL ROAD.**