

THE STATE OF TEXAS           §  
COUNTY OF CAMERON       §

BE/IT REMEMBERED on the 26th day of May 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  
VICE CHAIRMAN

ARTURO A. NELSON  
SECRETARY

AL VILLARREAL  
TREASURER

MARK ESPARZA  
DIRECTOR

LEO R. GARZA  
DIRECTOR

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

---

---

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 23rd day of May 2022 at 7:55 A.M.

---

### PUBLIC COMMENTS

#### 1 PUBLIC COMMENTS

Desi Martinez spoke at the meeting regarding drainage issues in the Harlingen area and how natural resources need to be considered when developing projects. Mr. Martinez also mentioned that it is important to coordinate with Irrigation Districts and to work with our legislators. Mr. Martinez concluded by requesting a copy of the agreement for the Railroad Relocation Project with Union Pacific Railroad and a current copy of Cameron County Regional Mobility Authority's system map.

## **ACTION ITEMS**

**2-A Consideration and Approval of the May 11, 2022, Special Meeting Minutes.**

Director Esparza moved to approve the May 11, 2022, Special Meeting Minutes subject to the changes discussed. The motion was seconded by Secretary Nelson and carried unanimously.

**2-B Acknowledgement of Claims.**

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

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

**The Claims are as follows:**

---

**2-C Approval of Claims.**

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

Treasurer Villarreal 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 April 2022.**

Mr. Victor Barron, RMA Controller went over the Financial Statements and Budget Amendments for the Month of April 2022.

Vice Chairman Scaief moved to approve the Financial Statements and Budget Amendments for the Month of April 2022. The motion was seconded by Director Esparza and carried unanimously.

**The Financials are as follows:**

---

**2-E Consideration and Ratification of the Purchase of 2 Readers on an Emergency Basis at a Cost of \$30,000.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need to Purchase 2 Readers on an Emergency Basis at a Cost of \$30,000. Mr. Sepulveda advised the Board that the purchase was made to replace 2 readers on SH 550 used for traffic counts. Mr. Sepulveda further stated that staff followed the procurement process, and the purchase was deemed an emergency.

Director Esparza moved to approve the Purchase of 2 Readers on an Emergency Basis at a Cost of \$30,000. The motion was seconded by Secretary Nelson and carried unanimously.

**2-F Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Sign and Equipment Maintenance on SH 550, including the use of Necessary Equipment.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Sign and Equipment Maintenance on SH 550, including the use of Necessary Equipment. Mr. Sepulveda advised the Board that the agreement with the County would be a cost savings for the use of their equipment and for signage on SH 550 versus hiring a Contractor for every maintenance item that we need.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Sign and Equipment Maintenance on SH 550, including the use of Necessary Equipment. The motion was seconded by Director Esparza and carried unanimously.

**The Interlocal is as follows:**

---

**2-G Consideration and Approval of Recommendation of highest ranked GEC proposal for the FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Recommendation of highest ranked GEC proposal for the FM 509 Project for Preliminary Engineering Solicitation. Mr. Sepulveda informed the Board that the following individuals ranked the solicitation: Victor Barron, RMA Controller, Lulu Mayorga, RMA Executive Administrative Assistant and Mr. Sepulveda, RMA Executive Director. Mr. Sepulveda recommended that the Board Authorize Staff to Enter into Contract Negotiations with such Firm.

Director Esparza moved to approve the Recommendation of highest ranked GEC proposal for the FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm. The motion was seconded by Director Garza and carried unanimously.

**2-H Consideration and Approval of Recommendation of highest ranked GEC proposal for the Dana Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Recommendation of highest ranked GEC proposal for the Dana Road Project for Preliminary Engineering Solicitation and recommended Board Authorize Staff to Enter into Contract Negotiations with such Firm.

Director Esparza moved to approve the Recommendation of highest ranked GEC proposal for the Dana Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm. The motion was seconded by Director Garza and carried unanimously.

**2-I Consideration and Approval of Recommendation of highest ranked GEC proposal for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Recommendation of highest ranked GEC proposal for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road



**2-M Consideration and Approval of an Interlocal Agreement Between the Cameron County Regional Mobility Authority and the City of Los Fresnos for a Sidewalk Project, CSJ:0921-06-325.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for an Interlocal Agreement Between the Cameron County Regional Mobility Authority and the City of Los Fresnos for a Sidewalk Project, CSJ:0921-06-325. Mr. Sepulveda explained that the City of Los Fresnos requested assistance with the project and will be providing the funding.

Director Esparza moved to approve the Interlocal Agreement Between the Cameron County Regional Mobility Authority and the City of Los Fresnos for a Sidewalk Project, CSJ:0921-06-325. The motion was seconded by Vice Chairman Scaief and carried unanimously.

**The Interlocal is as follows:**

---

**2-N Consideration and Approval of a Professional Services Agreement with GDJ Engineering for the Los Fresnos Sidewalk Project, CSJ: 0921-06-325.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Professional Services Agreement with GDJ Engineering for the Los Fresnos Sidewalk Project, CSJ: 0921-06-325. Mr. Sepulveda explained that this item is the work that will be performed as per the Interlocal approved in the previous agenda item.

Vice Chairman Scaief moved to approve the agreement subject to the change of City referenced in the agreement from City of Brownsville to City of Los Fresnos. The motion was seconded by Director Esparza and carried unanimously.

**The Agreement is as follows:**

---

**2-O Consideration and approval for Contract Allowance authorization for Benavides Park Pavilion.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for a Contract Allowance authorization for Benavides Park Pavilion. Mr. Sepulveda explained the authorization was for the allowance to be used for the building plaque and for steel and there is no change to the contract amount.

Secretary Nelson moved to approve the Contract Allowance authorization for Benavides Park Pavilion. The motion was seconded by Director Garza and carried unanimously.

**The Authorization is as follows:**

---

**2-P Consideration and Approval of Change Order No. 1 Between the Cameron County Regional Mobility Authority and A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths for the Cameron County Parks System.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Change Order No. 1 Between the Cameron County Regional Mobility Authority and A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths for the Cameron County Parks System. Mr. Sepulveda explained there is no change to the contract amount and the request was for additional days to be added to the contract for substantial completion.

Director Esparza moved to approve Change Order No. 1 Between the Cameron County Regional Mobility Authority and A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths for the Cameron County Parks System. The motion was seconded by Director Garza and carried unanimously.

**The Change Order is as follows:**

---

**2-Q Consideration and approval of Change Order No. 2 to the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Parks Administration Building for the Cameron County Parks System.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Change Order No. 2 to the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Parks Administration Building for the Cameron County Parks System. Mr. Sepulveda explained the change order is for electrical work that was not previously coordinated by the County and the County has requested that it be included in the contract. Mr. Sepulveda also explained that the County would be funding the change order.

Treasurer Villarreal moved to approve Change Order No. 2 to the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Parks Administration Building for the Cameron County Parks System. The motion was seconded by Director Esparza and carried unanimously.

Director Esparza made a motion to go into executive session at 12:48 PM. The motion was seconded by Director Garza and carried unanimously.

**3 – EXECUTIVE SESSION**

**3-A Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Cameron County Regional Mobility Authority Operations, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**

**Secretary Nelson made a motion to come back into open session at 1:05 PM. The motion was seconded by Director Esparza and carried unanimously.**

**4 -A Possible Action**

Director Esparza made a motion to proceed as discussed in Executive Session. The motion was seconded by Director Garza and carried unanimously.

## ADJOURNMENT

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

APPROVED this 30th day of June 2022.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
ARTURO A. NELSON, SECRETARY



## **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**  
**May 26, 2022**  
**12:00 Noon**

### **PUBLIC COMMENTS:**

1. Public Comments.

### **ITEMS FOR DISCUSSION AND ACTION:**

2. Action Items.

- A. Consideration and Approval of the May 11, 2022 Special 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 April 2022.
- E. Consideration and Ratification of the Purchase of 2 Readers on an Emergency Basis at a Cost of \$30,000.
- F. Consideration and Approval of Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for Sign and Equipment Maintenance on SH 550, including the use of Necessary Equipment.
- G. Consideration and Approval of Recommendation of highest ranked GEC proposal for the FM 509 Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.
- H. Consideration and Approval of Recommendation of highest ranked GEC proposal for the Dana Road Project for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.
- I. Consideration and Approval of Recommendation of highest ranked GEC proposal for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.



- J. Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, Peacock Construction and A&I for the Cameron County Parks Administration Building, Pedro "Pete" Benavides Basketball Courts, and the Isla Blanca Toll Booth Projects.
- K. Consideration and Authorization to Authorize Staff to Request Proposals for the Independent Auditor Services.
- L. Consideration and Approval of an Economically Disadvantaged Counties (EDC) Program Application for Dana Road, From Dana Avenue at main Drain Ditch #1 to NBI: 210310C00305001, CSJ: 0921-06-344 and Authorize Chairman Parker to Sign Any Necessary Documents Required by the Texas Department of Transportation.
- M. Consideration and Approval of an Interlocal Agreement Between the Cameron County Regional Mobility Authority and the City of Los Fresnos for a Sidewalk Project, CSJ:0921-06-325.
- N. Consideration and Approval of a Professional Services Agreement with GDJ Engineering for the Los Fresnos Sidewalk Project, CSJ: 0921-06-325.
- O. Consideration and approval for Contract Allowance authorization for Benavides Park Pavilion.
- P. Consideration and Approval of Change Order No. 1 Between the Cameron County Regional Mobility Authority and A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths for the Cameron County Parks System.
- Q. Consideration and approval of Change Order No. 2 to the Construction Manager at Risk Contract between the Cameron County Regional Mobility Authority and Noble Texas Builders for the Parks Administration Building for the Cameron County Parks System.

**3. EXECUTIVE SESSION:**

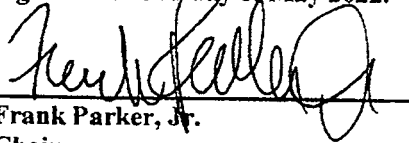
- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to Cameron County Regional Mobility Authority Operations, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

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

- B. Possible Action

**ADJOURNMENT:**

Signed this 23rd day of May 2022.

  
\_\_\_\_\_  
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-B    ACKNOWLEDGEMENT OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims May 19, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	358277	\$ 108.72	Employee Supplemental Insurance May 2022	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1976176	112.50	Shredding Services May 2022	Indirect	Y	Local	Ope
AIM Media Texas	40016751-0422	7,778.00	BID 2022 VETS-1 VIB POV Expans 3011MM Class Legal & Internet	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62206	7,439.92	Employee Health Benefits June 2022	Indirect	Y	Local	Ope
		<u>15,439.14</u>					

**Operations Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.224-04	\$ 4,868.00	Flor de Mayo Presidential Permit App March 2022	Flor De Mayo Bridge	Y	Local	Ope
Texas Department of Transportation Trust Fund	Vet Int Crossing AFA	8,120.00	Direct State Costs for Veterans International Crossing (AFA)	CC- Veterans Bridge	Y	Local	Ope
		<u>12,988.00</u>					

# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon May 2022	\$ 653.56	Computer Accessories 5.10.22	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486023SI00162	14,274.00	Maintenance and Support March 2022	Indirect	Y	Local	Toll
Public Utilities Board	588837 5/22	246.19	Electricity 180042 SH 550 Bro, TX May 2022	Port Spur - SH550	Y	Local	Toll
Charter Communications	0879673051522	267.19	Ethernet Internet May 2022	Direct Connectors - SH550	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62206	6,222.36	Employee Health Benefits June 2022	Indirect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5642916	238.77	Printer Tolls Maint May 2022	Indirect	Y	Local	Toll
United States Postal Service	USPS Repl 5.17.22	10,000.00	Postage Replenishment 5.17.22	Indirect	Y	Local	Toll
		<u>31,902.07</u>					
	Operations	\$ 15,439.14					
	Oper Interocal	12,988.00					
	Tolls	<u>31,902.07</u>					
	Total Transfer	<u>\$ 60,329.21</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

*Monica R. Ibarra* 5.19.22

Victor J. Barron,  
Controller

*Victor Barron* 5.19.22

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 05.19.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims May 13, 2022**

**Operations**

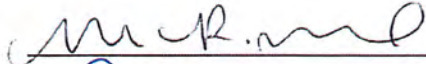
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Campbells Services	15949	\$ 875.00	Janitorial Services April 2022	Indirect	Y	Local	Ope
CheckMark	119054 4/22	48.00	Time Clock Service April 2022	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 5.10.22	109.86	Travel reimbursement ET 5.10.22	Indirect	Y	Local	Ope
MPC Studios, Inc	31581	545.00	Website Hosting & Maintenance May 2022	Indirect	Y	Local	Ope
Charter Communications	0121858050922	1,161.29	Internet/Phones May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 2/11	39.45	Water & Waste Water Ste 7 April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 4/22	34.92	Water & Waste Water Ste 6 April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 4/22	34.92	Water & Waste Water Ste 4 April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 4/22	35.31	Water & Waste Water Ste 8 April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 4/22	35.31	Water & Waste Water Ste 3 April 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 4/22	34.92	Water & Waste Water Ste 5 April 2022	Indirect	Y	Local	Ope
		<u>2,953.98</u>					

**Tolls**

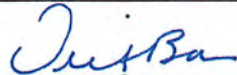
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville Navigation District	2022040166	\$ 4,737.29	EXPO ETYL Monterrey May 2022	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1007501	782.08	Out of State DMV Records April 2022	Indirect	Y	Local	Toll
FRANCISCO J SANMIGUEL	Travel FSM 5.12.22	1,297.53	Travel Reimbursement FSM Jan-Mar 2022	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20220430	113.43	Address and Name Lookup April 2022	Indirect	Y	Local	Toll
Matus Contractor Company	452	9,500.00	Grass,garbage, herbicide Alton Floor to SH 48 5.5.22	Indirect	Y	Local	Toll
National Pen Co., LLC	112614133	388.98	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112620832	291.59	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112625072	369.07	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112632977	672.72	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112633239	516.05	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112636729	325.74	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112643512	228.37	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112648451	97.93	Marketing Promotional Items	Indirect	Y	Local	Toll
National Pen Co., LLC	112648861	673.16	Marketing Promotional Items	Indirect	Y	Local	Toll
Quadient Leasing USA, Inc.	N9390017	1,061.10	Mailing system software May 2022	Indirect	Y	Local	Toll
Andres Mora	010	140.00	SH 550 Road Closure 5.6.22	Indirect	Y	Local	Toll
Eduardo Guerra	009	140.00	SH 550 Road Closure 5.6.22	Indirect	Y	Local	Toll
Charter Communications	0121858050922	1,161.28	Internet/Phones May 2022	Indirect	Y	Local	Toll
Charter Communications	2868066050322	258.66	Ethernet Intrastate 8066 May 2022	Direct Connectors -	Y	Local	Toll
United States Postal Service	FC Stamps 5.5.22	5,800.00	First Class Postage 5.5.22	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 4/22	39.83	Water & Waste Water Tolls April 2022	Indirect	Y	Local	Toll
		<u>28,594.81</u>					
	Operations	\$ 2,953.98					
	Tolls	<u>28,594.81</u>					
	Total Transfer	<u>\$ 31,548.79</u>					

Reviewed by:

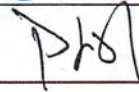
Monica R. Ibarra,  
Accounting Clerk

 5.13.22

Victor J. Barron,  
Controller

 5.13.22

Pete Sepulveda Jr.,  
Executive Director

 05.13.22

**2-C    APPROVAL OF CLAIMS.**





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims May 26, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Neology	18909	\$ 30,200.00	Neology Reader 6204 4-Port Multi Protocol Reader ISO 6C, 6B	Indirect	Y	Local	Ope
		<u>30,200.00</u>					

**Operations 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 03	\$ 46,550.00	Const Isla Blanca Toll Booths Mar 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
City of Brownsville Finance Department	COB West Blvd-1	84,800.60	COB PS&E for West Blvd Project	West Rail Corridor	Y	Local	Ope
S&B Infrastructure, LTD	U2716.225-01	53,534.93	Mountain Bike Trail/Basketball Pavillion WA 25 April 2022	CC- Pedro Benavides Pavilion	Y	Local	Ope
		<u>184,885.53</u>					





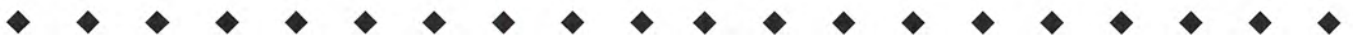
**2-D    CONSIDERATION AND APPROVAL OF THE FINANCIAL  
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF  
APRIL 2022.**



## APRIL 2022 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



## **CCRMA MONTHLY FINANCIAL**

### **TABLE OF CONTENTS**

#### **REVENUES & EXPENSES**

ADMINISTRATIVE REVENUES AND EXPENSES .....	1
TOLL OPERATIONS REVENUES AND EXPENSES - CASH .....	2
COMBINED REVENUES AND EXPENSES .....	3
STATEMENT OF REVENUES AND EXPENDITURES - MONTHLY PROJECTS .....	4
STATEMENT OF REVENUES AND EXPENDITURES - YEAR TO DATE PROJECTS .....	5

#### **FINANCIALS**

BALANCE SHEET .....	6
STATEMENT OF CASH FLOW .....	7



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures - Monthly R&E - Unposted

Transactions Included In Report From 4/1/2022 Through 4/30/2022

	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	\$ 324,760	\$ 283,333	\$ 41,427	\$ 1,974,620	\$ 3,400,000	\$ (1,425,380)	\$2,001,401
Interlocal agreements	17,583	29,250	(11,667)	122,629	351,000	(228,371)	72,033
Other revenues	835	800	35	4,612	9,600	(4,988)	-
Total Operating Revenues	343,179	313,383	29,796	2,101,861	3,760,600	(1,658,739)	2,073,435
Operating Expenses							
Personnel costs	73,160	106,832	33,672	647,292	1,281,987	634,695	556,796
Professional services	13,841	29,592	15,751	145,217	340,100	194,883	182,781
Advertising & marketing	125	1,375	1,250	2,295	16,500	14,205	875
Data processing	3,215	1,000	(2,215)	11,574	12,000	426	6,300
Dues & memberships	10,100	1,667	(8,433)	17,515	20,000	2,485	5,780
Education & training	-	833	833	748	10,000	9,252	125
Fiscal agent fees	-	4,467	4,467	9,445	53,600	44,155	4,795
Insurance	-	667	667	6,583	8,000	1,418	536
Maintenance & repairs	12,963	4,167	(8,796)	23,670	50,000	26,330	510
Office supplies	366	2,250	1,884	25,343	42,000	16,657	1,548
Leases	425	311	(114)	2,292	3,735	1,443	39,126
Travel	550	2,083	1,533	7,427	25,000	17,573	454
Utilities	1,949	2,250	301	13,037	27,000	13,963	11,374
Contingency	-	10,417	10,417	6,690	125,000	118,310	-
Total Operating Expenses	116,694	167,910	51,216	919,129	2,014,922	1,095,793	810,999
Total Operating Income (Loss)	226,484	145,473	81,011	1,182,733	1,745,678	(562,945)	1,262,436
Non Operating Revenues							
Interest income	13,841	4,583	9,258	81,226	55,000	26,226	36,957
TRZ revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenues	13,841	187,917	(174,076)	81,226	2,255,000	(2,173,774)	36,957
Non Operating Expenses							
Debt interest	-	158,807	158,807	1,316,937	1,905,678	588,741	1,266,531
Debt interest-LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	32,624	172,500	139,876	97,558	2,070,000	1,972,442	94,366
Total Non Operating Expenses	32,624	333,390	300,766	1,414,494	4,000,678	2,586,184	1,361,278
Total Changes in Net Position	\$ 207,701	\$ -	\$ 207,701	\$ (150,535)	\$ -	\$ (150,535)	\$ (61,884)

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted  
Transactions Included In Report From 4/1/2022 Through 4/30/2022

	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	\$ 274,694	\$ 163,750	\$ 110,944	\$ 1,435,212	\$ 1,965,000	\$ (529,788)	\$ 1,243,820
Interop Revenues							
Interop revenues	80,839	71,250	9,589	570,857	855,000	(284,143)	488,074
Bridge interoperability	39,282	41,667	(2,385)	297,453	500,000	(202,547)	287,760
Total Interop Revenues	120,121	112,917	7,204	868,310	1,355,000	(486,690)	775,833
Other Toll Revenues							
Interlocal agreement	12,333	13,490	(1,157)	89,622	161,880	(72,258)	76,787
Total Other Toll Revenues	12,333	13,490	(1,157)	89,622	161,880	(72,258)	76,787
Total Toll Operating Revenues	407,148	290,157	116,991	2,393,144	3,481,880	(1,088,736)	2,096,441
Toll Operating Expenses							
Personnel costs	41,865	52,894	11,029	307,649	634,724	327,075	285,816
Transaction processing costs	43,036	43,967	931	306,473	527,600	221,127	250,651
Toll system maintenance/IT	22,613	22,750	137	155,549	273,000	117,451	153,173
Roadside maintenance	42,555	38,967	(3,588)	242,281	467,600	225,319	238,226
CSC indirect/overhead costs	31,102	25,099	(6,003)	117,403	301,190	183,787	120,718
Total Toll Operating Expenses	181,171	183,676	2,506	1,129,355	2,204,114	1,074,759	1,048,584
Total Operating Income (Loss)	225,977	106,481	119,498	1,263,789	1,277,766	(13,977)	1,047,856
Non Operating Revenues							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Total Non Operating Revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Non Operating Expenses							
Debt interest	-	221,897	221,897	1,678,967	2,662,766	983,799	1,418,045
Total Non Operating Expenses	-	221,897	221,897	1,678,967	2,662,766	983,799	1,418,045
Changes in Net Position	\$ 225,977	\$ -	\$ 225,977	\$ (415,178)	\$ -	\$ (415,178)	\$ (370,189)



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Combined Statement of Revenues and Expenses - Unposted Transactions**  
**Included In Report From 4/1/2022 Through 4/30/2022**

	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	\$ 324,760	\$ 283,333	\$ 41,427	\$ 1,974,620	\$ 3,400,000	\$(1,425,380)	\$ 2,001,401
Interlocal agreement	30,752	43,540	(12,788)	216,863	522,480	(305,617)	148,821
Toll revenues	394,815	276,667	118,148	2,303,522	3,320,000	(1,016,478)	2,019,653
Total Operating Revenues	750,327	603,540	146,787	4,495,005	7,242,480	(2,747,475)	4,169,875
Operating Expenses							
Personnel costs	115,025	159,726	44,701	954,941	1,916,711	961,770	842,612
Accounting software and	-	208	208	-	2,500	2,500	2,274
Professional services	12,000	25,217	13,217	120,648	287,600	166,952	172,120
Contractual services	1,841	6,250	4,409	25,611	75,000	49,389	13,670
Advertising & marketing	17,992	7,625	(10,367)	41,095	91,500	50,405	30,242
Data processing	3,215	1,000	(2,215)	11,574	12,000	426	6,300
Dues & memberships	10,600	2,250	(8,350)	18,015	27,000	8,985	8,720
Education & training	-	1,667	1,667	2,589	20,000	17,411	125
Fiscal agent fees	2,650	4,900	2,250	12,095	58,800	46,705	9,945
Insurance	16,798	7,250	(9,548)	67,164	87,000	19,836	56,874
Maintenance & repairs	13,213	5,833	(7,380)	34,184	70,000	35,816	3,375
Office supplies	21,113	24,500	3,387	175,273	309,000	133,727	127,862
Road maintenance	61,280	64,333	3,053	412,139	772,000	359,861	411,220
Leases	2,124	4,687	2,563	27,610	56,247	28,637	62,251
Toll services	13,295	13,967	672	91,406	167,600	76,194	66,121
Travel	1,436	3,333	1,897	9,311	40,000	30,689	1,841
Utilities	5,282	6,700	1,418	34,272	80,400	46,128	44,033
Contingency	-	12,140	12,140	10,558	145,678	135,120	-
Total Operating Expenses	297,865	351,586	53,721	2,048,484	4,219,036	2,170,552	1,859,583
Net Change from Operations	452,461	251,954	200,507	2,446,522	3,023,444	(576,922)	2,310,292
Non Operating Revenue							
Pass through grant revenues	-	115,417	(115,417)	-	1,385,000	(1,385,000)	-
Interest income	13,841	4,583	9,258	81,226	55,000	26,226	36,957
TRZ Revenue	-	183,333	(183,333)	-	2,200,000	(2,200,000)	-
Total Non Operating Revenue	13,841	303,333	(289,492)	81,226	3,640,000	(3,558,774)	36,957
Non Operating Expenses							
Bond Debt Expense	-	380,704	380,704	2,995,904	4,568,444	1,572,540	2,684,576
Debt Interest - LOC	-	2,083	2,083	-	25,000	25,000	380
Project expenses	32,624	172,500	139,876	97,558	2,070,000	1,972,442	94,366
Total Non Operating Expenses	32,624	555,287	522,663	3,093,461	6,663,444	3,569,983	2,779,323
Changes in Net Position	\$ 433,678	\$ -	\$ 433,678	\$ (565,713)	\$ -	\$ (565,713)	\$ (432,074)

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## Statement of Revenues and Expenditures

From 4/1/2022 Through 4/30/2022

	Cameron County	Total
Non Operating Revenues		
Revenues		
South Padre Island 2nd Access	\$ 10,683	\$ 10,683
Flor De Mayo Bridge	4,868	4,868
CC - Administration Building & Parking	311,618	311,618
CC- Isla Blanca Toll Booths	69,588	69,588
CC- Pedro Benavides Pavilion	187,614	187,614
Total Revenues	584,372	584,372
Total Non Operating Revenues	584,372	584,372
Non Operating Expenses		
Project expenses		
South Padre Island 2nd Access	10,683	10,683
Flor De Mayo Bridge	4,868	4,868
CC - Administration Building & Parking	311,618	311,618
CC- Isla Blanca Toll Booths	69,588	69,588
CC- Pedro Benavides Pavilion	187,614	187,614
Total Project expenses	584,372	584,372
Total Non Operating Expenses	584,372	584,372
Total Changes in Net Position	\$ -	\$ -



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 10/1/2021 Through 4/30/2022

	Cameron County	City of Los Fresnos	Federal Funds	Total
Non Operating Revenues				
Revenues				
South Padre Island 2nd Access	\$ 26,132	\$ -	\$ -	\$ 26,132
SH550 GAP II	-	-	12,490	12,490
SH 32 (East Loop)	527,593	-	-	527,593
Whipple Road	-	1,615	-	1,615
Flor De Mayo Bridge	55,577	-	-	55,577
CC - Old Alice Road	55,423	-	-	55,423
CC - Consulting Services PF	48,000	-	-	48,000
CC - Administration Building & Parking	313,107	-	-	313,107
CC- Isla Blanca Toll Booths	188,674	-	-	188,674
CC- Pedro Benavides Pavilion	305,839	-	-	305,839
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	23,275	-	-	23,275
Total Revenues	<u>2,118,419</u>	<u>1,615</u>	<u>12,490</u>	<u>2,132,524</u>
Total Non Operating Revenues	<u>2,118,419</u>	<u>1,615</u>	<u>12,490</u>	<u>2,132,524</u>
Non Operating Expenses				
Project expenses				
South Padre Island 2nd Access	26,132	-	-	26,132
SH550 GAP II	-	-	12,490	12,490
SH 32 (East Loop)	324,945	-	-	324,945
Whipple Road	-	1,615	-	1,615
Flor De Mayo Bridge	55,577	-	-	55,577
CC - Old Alice Road	55,423	-	-	55,423
CC - Consulting Services PF	48,000	-	-	48,000
CC - Administration Building & Parking	313,107	-	-	313,107
CC- Isla Blanca Toll Booths	188,674	-	-	188,674
CC- Pedro Benavides Pavilion	305,839	-	-	305,839
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	23,275	-	-	23,275
Total Project expenses	<u>1,915,772</u>	<u>1,615</u>	<u>12,490</u>	<u>1,929,877</u>
Total Non Operating Expenses	<u>1,915,772</u>	<u>1,615</u>	<u>12,490</u>	<u>1,929,877</u>
Total Changes in Net Position	<u>\$ 202,647</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 202,647</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Balance Sheet As of 4/30/2022

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 3,571,555
Restricted cash - projects	8,115,767
Restricted cash accounts - debt service	6,614,532
Restricted cash - bond proceeds	3,400,809
Accounts receivable, net	
Vehicle Registration Fees - Receivable	688,525
Other	3,935,038
Total Accounts receivable, net	4,623,563
Accounts receivable - other agencies	2,802,483
Prepaid expenses	35,590
Total Current Assets:	29,164,298
Non Current Assets:	
Capital assets, net	96,522,189
Capital projects in progress	24,782,020
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	121,521,832
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	97,585
Deferred outflow related to pension	192,320
Total Deferred Outflow of Resources	289,905
Total ASSETS	<u>\$ 150,976,035</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	\$ 704,935
Unearned revenue	6,352,593
Total Current Liabilities	7,057,528
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	77,467,246
Total Non Current Liabilities	93,601,434
Deferred Inflows of Resources	
Deferred inflows related to pension	168,027
Total LIABILITIES	<u>100,826,989</u>
<b>NET POSITION</b>	
Beginning net position	
	48,482,312
Total Beginning net position	48,482,312
Changes in net position	
	1,666,734
Total Changes in net position	1,666,734
Total NET POSITION	<u>50,149,046</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 150,976,035</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Cash Flows

As of 4/30/2022

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 524,050	\$ 1,858,500
Receipts from interop toll revenues	118,490	869,710
Receipts from TPS toll revenues	289,816	1,479,710
Receipts from other operating revenues	30,752	217,813
Payments to vendors	(264,662)	(1,426,035)
Payments to employees	(115,885)	(964,867)
Total Cash Flows from Operating Activities	<u>582,561</u>	<u>2,034,830</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	-	(637,201)
Acquisitions of construction in progress	190,151	(706,100)
Payments on principal and interest	(13,662)	(3,329,867)
Proceeds related to redevelopment assets	522,787	2,811,182
Payment on interlocal project expenses	(616,996)	(1,979,435)
Advances and Interlocal project proceeds	(198,297)	6,126,253
Total Cash Flows from Capital and Related Financing Activities	<u>(116,018)</u>	<u>2,284,832</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>13,841</u>	<u>81,226</u>
Total Cash Flows from Investing Activities	<u>13,841</u>	<u>81,226</u>
Beginning Cash & Cash Equivalents	<u>21,222,279</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 21,702,663</u>	<u>\$ 21,702,663</u>



**To:** Pete Sepulveda

**From:** Victor J. Barron *VJB*

**Date:** 5/23/2022

**Re:** Budget Amendment #2 FY2022

---

**Description:**

**100 Operations Fund**

GL#	GL Description	Current	Budget		Net Change
			Amended		
1	60126 Computer Equipment & Accessories	22,000	\$ 32,000		10,000
2	60128 Contingency	125,000	115,000		(10,000)
	Total Fund 100	\$ 147,000	\$ 147,000	\$	-

DocuSigned by:

*Pete Sepulveda, Jr*

1A02B2DAE29C43A...

Pete Sepulveda, Jr. Executive Director

5/23/2022

Date

**2-E      CONSIDERATION AND RATIFICATION OF THE PURCHASE OF 2  
READERS ON AN EMERGENCY BASIS AT A COST OF \$30,000.**



<http://www.neology-rfid.com>

12760 DANIELSON COURT SUITE A, POWAY, CA 92064  
PHONE: 858-391-0260 FAX: 858-391-0264

2-E

## Invoice

Page 1

Invoice No	Invoice date	Terms
18909	5/19/2022	Net 30

### Bill To:

CAMERON COUNTY REGIONAL MOBILITY  
3461 CARMEN AVE  
ATTN: FRANCISCO SAN MIGUEL  
RANCHO VIEJO, TX 78575  
US

100 1000 14135

### Ship To:

CAMERON COUNTY REGIONAL MOBILITY  
3461 CARMEN AVE  
ATTN: FRANCISCO SAN MIGUEL  
RANCHO VIEJO, TX 78575  
US

Order #	Order Date	Customer #	PO number	Loc	Ship via	Job No
3163	5/12/2022	22149	A1685	SD	Freight On Board	
Line #	QTY Ordered	UOM	Item #/Description	Qty Shipped Qty Backordered	Unit Price	Extended Total Price

1	2	EA	7503023854 6204 4-pt ISO C B 10374 PS111 T21	2	15,000.0000	30,000.00
Serial # ID6204007281 & ID6204007282						
2	1	EA	100111 SHIPPING	1	200.0000	200.00

### REVIEWED

By Victor J. Barron - Controller at 11:39 am, May 20, 2022

Entered

Posted

Reviewed for Accuracy  
by: MI

### RECEIVED

By Monica Ibarra at 3:52 pm, May 19, 2022

Comments: Fed Ex # 5583 2636 8344

Sales amount:	30,200.00
Miscellaneous amount:	0.00
Freight:	0.00
Sales tax:	0.00
Subtotal:	30,200.00
Amount Received:	0.00
Total amount due:	30,200.00



Purchase Order

5/10/2022

A1685

Attention:

**Vendor Address:**  
Neology  
12760 Danielson Ct, Suite A  
Poway, CA 92064  
USA

**Billing Address:** Cameron County Regional Mobility Authority  
3461 Carmen Ave  
Rancho Viejo, TX 78575

**Shipping Address:** Cameron County Regional Mobility Authority  
3461 Carmen Ave  
Rancho Viejo, TX 78575

**Shipping Method:**  
**FOB:**

Item Code	Description	Purchase Unit	Quantity	Unit Price	Total
	6204 4-Port Multi Protocol Reader ISO 6C, 6B, 10374 ASTMV6 and PS111, Title 21		2.00	\$15,000.00	\$30,000.00
	Shipping		1.00		\$200.00
<div><div>DocuSigned by: <i>Franco San Miguel</i> 119007A983F24BD... 5/12/2022</div><div>DocuSigned by: <i>Victor Barron</i> 5/12/2022</div><div>DocuSigned by: <i>Lulu Mayorga</i> 95981A758BD44F9... 5/12/2022</div><div>DocuSigned by: <i>P287</i> 5/12/2022</div></div>					
Purchase Order Total:					\$30,200.00

Vendor ID      Neology

Vendor Name    Neology

A1685

5/10/2022

Item Code	Item Description	Special Instructions	Purchase Unit	Quantity	Unit Price	Total	Requisition Number
	6204 4-Port Multi Protocol Reader ISO 6C, 6B, 10374 ASTMV6 and PS111, Title 21			2.00	\$15,000.00	\$30,000.00	
	Shipping			1.00		\$200.00	

Purchase Order Total: \$30,200.00



## Purchase Request Form

**INSTRUCTIONS:** Request must be submitted minimum 1 day in advance of the purchase.  
An approved copy will be sent back to order the items below.

Department: IT  
 Requested By: Franco San Miguel  
 Request Date: 5/10/2022 Delivery Date: \_\_\_\_\_

Description	Quantity	Unit Price	Total Price
<b>Administrative</b>			\$ -
6204 4-Port Multi Protocol Reader	2	\$ 15,000.00	\$ 30,000.00
ISO 6C, 6B, 10374 ASTMV6 and PS111, Title 21			\$ -
			\$ -
			\$ -
<b>Tolls</b>			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Shipping	1	\$ 200.00	\$ 200.00
			\$ -
<b>GRAND TOTAL</b>			<b>\$ 30,200.00</b>

Note: make sure to fill out as much information as possible on Vendor information

Vendor Name: Neology  
 Address: 13520 Evening Creek Drive N. Suite 460  
 City/State/Zip: San Diego, CA 92128  
 Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Website address: Neology.com

DocuSigned by:  Departmental Approval 5/12/2022 Date	DocuSigned by:  Controller 5/12/2022 Date	DocuSigned by:  Executive Director 5/12/2022 Date
--	---	---

DocuSigned by:  
  
 Executive Administrative Assistant  
 5/12/2022  
 Date



From: Victor Barron  
To: Monica Ibarra  
Subject: FW: issue with the new reader  
Date: Tuesday, May 10, 2022 4:06:06 PM  
Attachments: image001.png  
image002.png  
image003.png  
Newtop Reader.xls

Attach this email to the quotation form. Please send off for approval.

Victor J. Barron  
Financial Controller  
Cameron County Regional Mobility Authority  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575  
vbarron@ccrma.org  
Office (956)621-5571

From: Franco San Miguel <fsmiguel@ccrma.org>  
Sent: Tuesday, May 10, 2022 4:04 PM  
To: Victor Barron <vbarron@ccrma.org>  
Subject: FW: issue with the new reader

Don't have a formal quote for this, please read below.

Francisco San Miguel  
3461 Carmen Ave  
Rancho Viejo, TX 78575  
Office: 956.621.5571  
Mobile: 956.545.6238  
fsmiguel@ccrma.org  
www.ccrma.org

From: Xing Zeng <xzeng@neology.net>  
Sent: Tuesday, May 10, 2022 3:28 PM  
To: Franco San Miguel <fsmiguel@ccrma.org>  
Subject: RE: issue with the new reader

Thanks, Franco. Will be the below quote be good, or you need something more formal? I will waive the shipping cost for this order.

75-0302-3854-9	6204 4-pt ISO C B 10374 ASTMV6 PS111 T21	4 Port Reader with ISO 6C, 6B, 10374, ASTMV6 AND PS111, Title 21	\$15,000	Each
----------------	--	--	----------	------

I know a large order is coming from APAC. It likely will wipe out all our remaining units. Please ensure you will send me the PO asap.

Sincerely,



Xing (Sean) Zeng  
Vice President - Business Development  
Mobile: 512-378-0156  
Email: xzeng@neology.net  
13520 Evening Creek Drive N. Suite 460  
San Diego, CA 92128  
www.neology.net



The information contained in this communication is confidential and intended only for the use of the recipient named, and may also be legally privileged. If you are not the intended recipient (named addressee), you are hereby notified that any dissemination, distribution, copying or making use of this communication, or any of its contents, is strictly prohibited. Please notify the sender immediately by e-mail and delete the original message and any copy of it from your computer system. The integrity, security of and absence of viruses in this message cannot be guaranteed on the Internet. The sender therefore does not accept liability for any errors or omissions in the contents of this message, nor any damage caused, which arise as a result of e-mail transmission.

From: Franco San Miguel <fsmiguel@ccrma.org>  
Sent: Tuesday, May 10, 2022 12:57 PM  
To: Xing Zeng <xzeng@neology.net>  
Subject: RE: issue with the new reader

Good day Xing,

The plan is to get them off your inventory. Can you please send us a quote on 2 RFID 6204 readers. Please include shipping, fyi: We don't pay taxes since we are a state/local agency.

Let me know if you have any questions

Thank you.

Francisco San Miguel  
3461 Carmen Ave  
Rancho Viejo, TX 78575  
Office: 956.621.5571  
Mobile: 956.545.6238  
fsmiguel@ccrma.org  
www.ccrma.org

- 2-F      CONSIDERATION AND APPROVAL OF INTERLOCAL AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND CAMERON COUNTY FOR SIGN AND EQUIPMENT  
MAINTENANCE ON SH 550, INCLUDING THE USE OF NECESSARY  
EQUIPMENT.**

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:

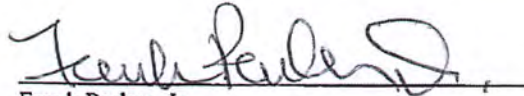
1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA to use the COUNTY'S Sign Shop services as it relates to replacing or repairing signs along SH 550 Toll Road, as well as making or producing necessary signs. Additionally, to allow the CCRMA the use of the COUNTY'S bucket truck, personnel, materials, and any equipment to install any necessary equipment, including cameras, readers and other equipment on SH 550 Toll Road.
2. **PROJECT TO BE COMPLETED:** To utilize the COUNTY'S Sign Shop services to replace or repair and to produce/make necessary signs and use of COUNTY equipment to install equipment on SH 550 Toll Road.
3. **CCRMA HEREBY AGREES TO:**
  - a. Reimburse COUNTY for any expenditures associates with the use of the Sign Shop services and for the use of the COUNTY'S bucket truck.
4. **COUNTY HEREBY AGREES TO:**
  - a. To provide the use of the COUNTY'S bucket truck, including Operator.
  - b. To provide services from the COUNTY'S Sign Shop including personnel, materials, and any necessary equipment.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party.
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 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 24th day of May 2022.

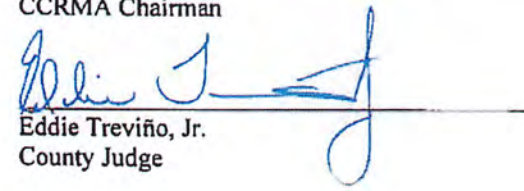
Attested by:

  
Arturo A. Nelson  
CCRMA Secretary

  
Frank Parker, Jr.  
CCRMA Chairman

Attested by:

  
Sylvia Garza Perez  
County Clerk

  
Eddie Treviño, Jr.  
County Judge





**CAMERON  
COUNTY**  
DEPARTMENT OF TRANSPORTATION  
*Benjamin L. Worsham, P.E. ★ County Engineer*

## EXHIBIT "A"

### *CAMERON COUNTY SIGN SHOP SERVICES*

Installation of Small Roadside Sign and Assembly (Regulatory and Warning)	\$200 per sign installation
Installation of Oversized or Specialty Signs and Assembly (Overhead, Toll Road, Guide, and Non-Standard)	Direct Manufacturing and Assemblies Costs + \$12/hr

**2-G      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF  
HIGHEST RANKED GEC PROPOSAL FOR THE FM 509 PROJECT  
FOR PRELIMINARY ENGINEERING SOLICITATION AND  
AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS  
WITH SUCH FIRM.**





## IMPROVING MORE THAN JUST ROADS

### MEMORANDUM

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

Date: May 26, 2022

Subj: Item 2G

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

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

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

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

**Project** FM 509 CSJ: 0921-06-254

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

Step 2 - Review Quantitative Score									
	S&B		Halff		Hanson		GDJ		
Specific Project Team and Staffing Plan	Strength	50	Fail	0	Meets	33.3	Strength	50	
Consultant Comments & Approach	Strength	25	Fail	0	Weak	8.3	Meets	16.7	
Consultant Availability	Meets	16.7	Fail	0	Meets	16.7	Meets	16.7	
Consultant Interview (if applicable)	Fail	0	Fail	0	Fail	0	Fail	0	
Total Score		91.7		0		58.3		83.4	



## IMPROVING MORE THAN JUST ROADS

### Ranking

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

1. 91.7- S&B Infrastructure, Ltd.
2. 83.4- GDJ Engineering, LLC
3. 58.3- Hanson Professional Services

Staff is requesting to commence negotiations for a final contract with the highest ranked firm S&B Infrastructure, Ltd.



**2-H      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF  
HIGHEST RANKED GEC PROPOSAL FOR THE DANA ROAD  
PROJECT FOR PRELIMINARY ENGINEERING SOLICITATION AND  
AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS  
WITH SUCH FIRM.**



## IMPROVING MORE THAN JUST ROADS

### MEMORANDUM

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

*PSG*

Date: May 26, 2022

Subj: Item 2H

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

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

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

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

**Project** Dana Road CSJ: 0921-06-330 & 334

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

Step 2 - Review Quantitative Score									
	S&B		Half		Hanson		GDJ		
Specific Project Team and Staffing Plan	Strength	50	Fail	0	Meets	33.3	Strength	50	
Consultant Comments & Approach	Meets	16.7	Fail	0	Weak	8.3	Strength	25	
Consultant Availability	Meets	16.7	Fail	0	Meets	16.7	Meets	16.7	
Consultant Interview (if applicable)	Fail	0	Fail	0	Fail	0	Fail	0	
Total Score		83.4		0		58.3		91.7	



## IMPROVING MORE THAN JUST ROADS

### Ranking

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

1. 91.7-GDJ Engineering, LLC
2. 83.4- S&B Infrastructure, Ltd.
3. 58.3- Hanson Professional Services

Staff is requesting to commence negotiations for a final contract with the highest ranked firm GDJ Engineering, LLC.

- 2-I      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST RANKED GEC PROPOSAL FOR THE OSCAR WILLIAMS ROAD (FM 1846) PROJECT (BUSINESS 77 TO SAN JOSE RANCH ROAD) FOR PRELIMINARY ENGINEERING SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS WITH SUCH FIRM.**



## IMPROVING MORE THAN JUST ROADS

### MEMORANDUM

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

Date: May 26, 2022

Subj: Item 2I

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

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

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

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

**Project** Williams Road-Phase I

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

Step 2 - Review Quantitative Score							
	S&B		Halff		Hanson		GDJ
Specific Project Team and Staffing Plan	Strength	50	Fail	0	Meets	33.3	Strength 50
Consultant Comments & Approach	Meets	16.7	Fail	0	Weak	8.3	Strength 25
Consultant Availability	Meets	16.7	Fail	0	Meets	16.7	Meets 16.7
Consultant Interview (if applicable)	Fail	0	Fail	0	Fail	0	Fail 0
Total Score	83.4		0		58.3		91.7





**IMPROVING MORE THAN JUST ROADS**

### Ranking

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

1. 91.7- GDJ Engineering, LLC
2. 83.4 -S&B Infrastructure, Ltd
3. 58.3 -Hanson Professional Services

Staff is requesting to commence negotiations for a final contract with the highest ranked firm GDJ Engineering, LLC.

**2-J      CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES  
AND RELEASE OF CHECKS TO NOBLE TEXAS BUILDERS,  
PEACOCK CONSTRUCTION AND A&I FOR THE CAMERON  
COUNTY PARKS ADMINISTRATION BUILDING, PEDRO “PETE”  
BENAVIDES BASKETBALL COURTS, AND THE ISLA BLANCA TOLL  
BOOTH PROJECTS.**



**2-K      CONSIDERATION AND AUTHORIZATION TO AUTHORIZE STAFF TO  
REQUEST PROPOSALS FOR THE INDEPENDENT AUDITOR SERVICES.**

**2-L      CONSIDERATION AND APPROVAL OF AN ECONOMICALLY  
DISADVANTAGED COUNTIES (EDC) PROGRAM APPLICATION FOR DANA  
ROAD, FROM DANA AVENUE AT MAIN DRAIN DITCH #1 TO NBI:  
210310C00305001, CSJ: 0921-06-344 AND AUTHORIZE CHAIRMAN PARKER  
TO SIGN ANY NECESSARY DOCUMENTS REQUIRED BY THE TEXAS  
DEPARTMENT OF TRANSPORTATION.**



May 27, 2022

Mr. Frank Parker, Jr., Chairman  
Cameron County Regional Mobility Authority  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

**RE: Approved Economically Disadvantaged Counties (EDC) Program Application**  
**Dana Road, From Dana Avenue @ Main Ditch #1 to NBI: 210310C00305001**  
**CSJ: 0921-06-344**

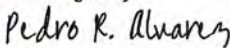
Dear Mr. Parker:

Your attached application for an Economically Disadvantaged Counties (EDC) Program adjustment to the required local participation for the referenced project has been approved. The adjustment is detailed below. This adjusted local participation percentage will be reflected in the Advance Funding Agreement.

Component	Usual Local Participation	Adjustment Percentage	Adjusted Local Participation
Construction	10%	75%	2.5%

Should you have any questions regarding this reduction please contact Ms. Melba Schaus, District Planning Engineer, or me at (956)702-6100.

Sincerely,

DocuSigned by:  
  
EABA335C2DAA48C...  
Pedro R. Alvarez, P.E.  
Pharr District Engineer

Attachments

cc: Rex A. Costley, P.E., Deputy District Engineer  
Norma Y. Garza, P.E., Director of Transportation Planning and Development  
Melba R. Schaus, P.E., District Planning Engineer  
Andres Espinoza, P.E., TxDOT San Benito Area Engineer  
Margil Maldonado Jr., P.E., Advanced Project Development Supervisor  
Beethoven Garcia Jr., P.E., Advanced Project Development, Transportation Engineer, PM  
Agustin Ramirez, P.E., Design Support, Supervisor  
Marel Torres, P.E., Design Support, Transportation Engineer, PM  
Lulu Mayorga, CPM, Cameron County Regional Mobility Authority, RPIC

#### OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

*An Equal Opportunity Employer*

# TEXAS DEPARTMENT OF TRANSPORTATION

## ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY CameronAPPLICANT CCRMA

### District Contact Information

NAME: Melba SchausTELEPHONE: 956.702.6181

\* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) ☐ YES ☐ or ☐ NO

\* If the applicant is a CITY within an eligible county, please answer the two following questions:

# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

# 2 Population ( 2010 Census)? \_\_\_\_\_

### PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0921-06-344
ESTIMATED LETTING DATE	September-25

On-System? ( Circle as appropriate) YES or ☐ NO

LOCATION AND LIMITS - Give highway number with limits to and from.

Dana Road, from Dana Avenue @ Main Drain Ditch #1 to NBI: 210310C00305001

PROJECT SCOPE- Give type of work.

Bridge Replacement

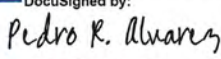
ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

The infrastructure demands place a heavy burden on the City's budget so we request a reduction to the required match.

### ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 75

1.	2.	3.	4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)	Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
Construction	\$400,000.00	10%	\$40,000.00	\$10,000.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
TOTAL	\$400,000.00		\$40,000	\$10,000

DocuSigned by:  
  
 Approved by: \_\_\_\_\_  
 District Engineer

Date: 5/27/2022



## AFFIDAVIT

The State of Texas,  
County of Cameron

Before me, Maria De Lourdes Mayorga, a notary public in and for the State of  
of Texas, on this day personally appeared Frank Parker, Jr., who being by  
me duly sworn, upon oath says:

I, Frank Parker, Jr., representing the city / county of  
Cameron County Regional Mobility Authority, having been duly appointed on  
February 01, 2022 and having served continuously since that time, certify in my  
official capacity that, to the best of my knowledge, the information contained in  
this application is true and correct.

Frank Parker, Jr.

Signature

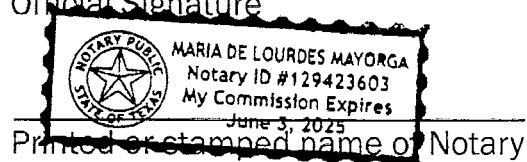
05/26/2022

Date

Subscribed and sworn to before me, by the said Frank Parker, Jr., this  
26<sup>th</sup> day of May, 2022, to certify which witness my hand  
and seal of office.

My commission expires June 03, 2025.

Maria De Lourdes Mayorga  
Official Signature



**2-M    CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND THE CITY OF LOS FRESNOS FOR A SIDEWALK PROJECT, CSJ:0921-  
06-325.**

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 the City of Los Fresnos, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:


1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities required to develop the project to a Ready-to-Let Status for construction. This project has TASA funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the FM 1847 Sidewalk Project to a Ready-to-Let Status with TxDOT. Project Limits are from the west side of FM 1847 (Paredes Line Road) to Resaca Retreat Dr, a distance of approximately 0.65 miles.
3. **CCRMA HEREBY AGREES TO:**
  - a. Utilize one of the CCRMA's consultants to develop engineering/design plans within existing ROW, coordinate utility adjustments, and conduct environmental studies, and public involvement.
  - 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 CITY.
  - e. Provide for consultations with the environmental agencies.
  - f. Locally let the project through the CITY utilizing CCRMA staff and consultants.
  - g. CCRMA will serve as Project Manager.
4. **CITY HEREBY AGREES TO:**
  - a. To provide funding in the amount of \$60,000 for preliminary engineering, survey, and PS&E activities further outlined in Exhibit A.
  - b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
  - c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.
  - d. To provide the necessary local match funding for the engineering, design, construction, and construction engineering of the bridge.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

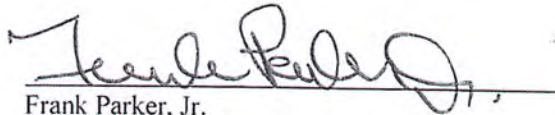


6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or CITY.
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 CITY 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 CITY 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 CITY OF LOS FRESNOS CITY COMMISSION.

Executed on this 26th day of May 2022.

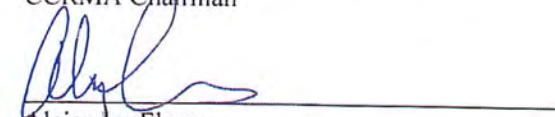
Attested by:

  
Arturo A. Nelson  
CCRMA Secretary

  
Frank Parker, Jr.  
CCRMA Chairman

Attested by:

  
Jacqueline Moya  
City Secretary

  
Alejandro Flores  
Los Fresnos City Mayor



**EXHIBIT A**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**PROJECT DESCRIPTION**

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

COUNTY/CITY: CCRMA

CONTROL: \_\_\_\_\_

PROJECT/DESCRIPTION: City of Los Fresnos Sidewalk Project

LENGTH: 0.65 Miles

HIGHWAY: FM 1847

LIMITS: From Resaca Retreat Dr. to First Street

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☐ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☒ Sidewalk Project

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

---

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

### ROUTE AND DESIGN STUDIES

(Function Code 110)

#### **ROUTE AND DESIGN STUDIES:**

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Develop Roadway Design Criteria
2. Coordinate and Attend a Project Design Meeting with TxDOT
3. General Guidelines for Project Development
  - a. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
  - b. Handling of traffic during construction shall be a consideration in the development of designs.
  - c. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project.

### SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
      - i. A Categorical Exclusion
      - ii. A Finding of No Significant Impact
    - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
      - i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
      - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
  2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.\*
    - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
  3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
    - a. Historic Structure Studies
-

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
    - b. Archeological Studies
      - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
      - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
      - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
  - 4. Technical Reports

Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

    - a. Biological Assessment
      - i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.
    - b. Water Resources
      - i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
    - c. Community Impact Analysis
      - i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
  - 5. General Guidelines for Preparation of Environmental Documents
    - a. All technical reports will be submitted electronically to TxDOT.
    - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys), if required, will be submitted electronically to TxDOT.
    - c. The draft administratively complete document will be submitted to TxDOT electronically.
    - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
    - e. The administratively complete document will be submitted to TxDOT electronically.
    - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
    - g. Exhibits in the environmental document shall be color copies and text shall be black and white.
-

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

### FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

#### TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
  - a. Establish Horizontal Control Points
  - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
    - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
    - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
    - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
    - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
  3. Other Field Surveying
    - a. **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
    - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
    - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
    - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
    - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
    - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
    - g. Profile and cross section intersecting streets for ties into project (200-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
    - h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
-



---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
  - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
  - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
- k. Additional Field Surveying as shown below:
  - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
  - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- l. Driveways and Turnouts
  - i. Inventory commercial entrances, public roads and side streets separately.
  - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
  - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
  - iv. Obtain width at ROW line
  - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

## **ADDITIONAL RESPONSIBILITIES**

### **A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

---

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

**B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

---

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

### ROADWAY DESIGN CONTROLS

(Function Code 160)

#### **ROADWAY DESIGN:**

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

1. Geometric Design
  - a. Horizontal Alignment
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
  - c. Handling of traffic during construction shall be a consideration in the development of designs.
2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
3. Grading Design
  - a. Refine the horizontal alignment including the following items
    - i. Typical Sections
    - ii. Design Cross Sections
    - iii. Determine Cut and Fill Quantities

### DRAINAGE

(Function Code 161)

#### **DRAINAGE DESIGN:**

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

1. Storm Water Pollution Prevention Plan (SW3P)

### SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

#### **PAVEMENT MARKINGS:**

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

1. Signing and Markings Layout
    - a. Roadway layout
    - b. Center line with station numbering
    - c. ROW lines
    - d. Culverts and other structures that present a hazard to traffic
    - e. Location of utilities, if not shown on plan and profile
    - f. Existing signs to remain, to be removed, to be relocated
    - g. Proposed signs (illustrated and numbered)
    - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
    - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
-

---

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
  - k. Quantities of existing pavement markings to be removed
  - l. Proposed delineators and object markers
2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
  - a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
  - b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
  - c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
  - d. The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
  - e. Tentative ROW limits
  - f. Direction of traffic flow on all roadways
  - g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
3. Summary of Small Sign Tabulation
4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
5. Sign Detail Sheets
  - a. All signs except for route markers
  - b. Design details for large guide signs
  - c. Dimensions of letters, shields, borders, corner radii, etc.
  - d. Designation of shields attached to guide signs
  - e. Designation of arrow used on exit direction signs

## MISCELLANEOUS ROADWAY

(Function Code 163)

### **TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:**

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

1. The Sequence of Construction and method of handling traffic during each phase
  2. Roadway layout
  3. Center line with station numbering
  4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
  5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
  6. Where detours are provided, typical cross sections shall be shown.
-

## **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

### **COMPUTE AND TABULATE QUANTITIES:**

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

### **PROJECT ESTIMATE:**

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

### **SPECIFICATIONS AND GENERAL NOTES:**

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

## **PROJECT MANAGEMENT**

(Function Code 164)

### **MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:**

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.



## **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

### **ADDITIONAL RESONSIBILITIES**

#### **EASEMENTS, LETTERS OF PERMISSION, ETC.:**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

#### **MEETINGS:**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

#### **SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

#### **PROJECT MANAGER/ENGINEER COMMUNICATION:**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

#### **DESIGN RESPONSIBILITIES:**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

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

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

---

## **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

### **DOCUMENT AND INFORMATION EXCHANGE:**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest MS Office format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

### **PROPOSAL TIME:**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

### **OFFICE LOCATION:**

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

---

**2-N      CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES  
AGREEMENT WITH GDJ ENGINEERING FOR THE LOS FRESNOS  
SIDEWALK PROJECT, CSJ: 0921-06-325.**

## **PROFESSIONAL SERVICES AGREEMENT**

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

WHEREAS, the Authority needs the Engineer to provide professional engineering services for the City of Los Fresnos Sidewalk Project (the "Project"); and,

WHEREAS, the Project is funded for construction by TxDOT TASA funds pursuant to interlocal agreements between the Authority and Cameron County, Texas, and between the Authority and the City of Los Fresnos, Texas; and,

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

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the 26th day of May 2022 (the "Effective Date");

NOW, THEREFORE, the parties agree, as follows:

### **1.0 Definitions.**

- 1.1 Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Engineer.** Any reference herein to the "Engineer" shall be interpreted to mean the same as GDJ Engineering.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Services.** Any reference herein to the "Services" shall be interpreted to mean the same as those certain professional engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference.

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

- 2.5 The Engineer assumes full responsibility to the Authority for the improper acts and omissions of its subcontractors, subconsultants, or others employed or retained by Engineer in connection with the Services.

### **3.0 Compensation.**

- 3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of \$49,592.59 to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement.

- 3.2 Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

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

- 4.1 The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.

- 4.2 The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.

- 4.3 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

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

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

- 5.1 The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.



- 5.2 The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.
- 5.3 The Engineer warrants and represents that it will assign only qualified personnel to perform the Services.
- 5.4 All Services provided by the Engineer shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 5.5 The Engineer shall provide insurance for the Services performed for this Project consistent with the insurance requirements described in **Exhibit 2** or as otherwise required by the Authority.
- 5.6 The Engineer, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Engineer's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Engineer acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Engineer further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Agreement by specific performance, as well as hold the Engineer liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Engineer agrees that it has received valuable consideration for the entering into of the Agreement and agrees to be bound all of its terms and conditions. The Agreement will be binding on the Engineer and any attorney, accountant, financial advisor, or other consultant who also may be provided Confidential Information.
- 5.7 The Engineer shall comply with any other requirements of the Request for Qualifications applicable to this Agreement.

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

- 6.1** All notices, invoices, or reports shall be delivered to the Authority and to the Engineer, as follows:

Cameron County Regional Mobility Authority  
Attn: Pete Sepulveda, Executive Director  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

Engineer

GDJ Engineering, LLC  
Attn: Robert Macheska, Executive VP/COO  
2805 Fountain Plaza Blvd., Ste. A  
Edinburg, Texas 78539

## **7.0 Additional Considerations.**

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

incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.

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

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

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

PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

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

## **8.0 Exhibits.**

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

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


**8.1.2 Exhibit 2.** Request for Qualifications (RFQ) 2021-002. A true and correct copy of the foregoing is on file with the Authority.

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


8.2 To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control.

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.

**GDJ Engineering, LLC**

By:  \_\_\_\_\_ Date: 05.26.22  
Robert Macheska, Executive VP/COO

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:  \_\_\_\_\_ Date: 05.26.22  
Frank Parker, Jr., Chairman



**EXHIBIT "1"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**PROJECT DESCRIPTION**

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

COUNTY/CITY: CCRMA

CONTROL: \_\_\_\_\_

PROJECT/DESCRIPTION: City of Los Fresnos Sidewalk Project

LENGTH: 0.65 Miles

HIGHWAY: FM 1847

LIMITS: From Resaca Retreat Dr. to First Street

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☐ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☒ Sidewalk Project

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

---

**EXHIBIT "1"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

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

**ROUTE AND DESIGN STUDIES:**

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Develop Roadway Design Criteria
2. Coordinate and Attend a Project Design Meeting with TxDOT
3. General Guidelines for Project Development
  - a. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
  - b. Handling of traffic during construction shall be a consideration in the development of designs.
  - c. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project.

**SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT**  
(Function Code 120)

1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
      - i. A Categorical Exclusion
      - ii. A Finding of No Significant Impact
    - b. If it is determined that an Environmental Assessment is not sufficient, an Environmental Impact Statement shall be prepared under a supplemental agreement.
      - i. A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
      - ii. A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
  2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
    - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.\*
    - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
  3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
    - a. Historic Structure Studies
-

## EXHIBIT "1"

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- i. A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
    - b. Archeological Studies
      - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
      - ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
      - iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
  - 4. Technical Reports

Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

    - a. Biological Assessment
      - i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.
    - b. Water Resources
      - i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
    - c. Community Impact Analysis
      - i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
  - 5. General Guidelines for Preparation of Environmental Documents
    - a. All technical reports will be submitted electronically to TxDOT.
    - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys), if required, will be submitted electronically to TxDOT.
    - c. The draft administratively complete document will be submitted to TxDOT electronically.
    - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
    - e. The administratively complete document will be submitted to TxDOT electronically.
    - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
    - g. Exhibits in the environmental document shall be color copies and text shall be black and white.
-

EXHIBIT "1"  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

**FIELD SURVEYING AND PHOTOGRAMMETRY**

(Function Code 150)

**TOPOGRAPHY AND CONSTRUCTION SURVEYS:**

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
  - a. Establish Horizontal Control Points
  - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
    - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
    - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
    - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
    - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
  3. Other Field Surveying
    - a. **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
    - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
    - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
    - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
    - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
    - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
    - g. Profile and cross section intersecting streets for ties into project (200-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
    - h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
-

## EXHIBIT "1"

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
  - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
  - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
- k. Additional Field Surveying as shown below:
  - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
  - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- l. Driveways and Turnouts
  - i. Inventory commercial entrances, public roads and side streets separately.
  - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
  - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
  - iv. Obtain width at ROW line
  - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

### **ADDITIONAL RESPONSIBILITIES**

#### **A. TRAFFIC CONTROL:**

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

---

**EXHIBIT “1”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

**B. INVOICING:**

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

**C. EASEMENTS, LETTERS OF PERMISSION, ETC.**

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

**D. MEETINGS:**

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

**E. PROJECT MANAGER/SURVEYOR COMMUNICATION:**

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

**F. OFFICE LOCATION:**

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

---



**EXHIBIT “1”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**  

---

**ROADWAY DESIGN CONTROLS**  
(Function Code 160)

**ROADWAY DESIGN:**

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

1. Geometric Design
  - a. Horizontal Alignment
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
  - c. Handling of traffic during construction shall be a consideration in the development of designs.
2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
3. Grading Design
  - a. Refine the horizontal alignment including the following items
    - i. Typical Sections
    - ii. Design Cross Sections
    - iii. Determine Cut and Fill Quantities

**DRAINAGE**  
(Function Code 161)

**DRAINAGE DESIGN:**

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

1. Storm Water Pollution Prevention Plan (SW3P)

**SIGNING, MARKINGS AND SIGNALIZATION**  
(Function Code 162)

**PAVEMENT MARKINGS:**

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

1. Signing and Markings Layout
    - a. Roadway layout
    - b. Center line with station numbering
    - c. ROW lines
    - d. Culverts and other structures that present a hazard to traffic
    - e. Location of utilities, if not shown on plan and profile
    - f. Existing signs to remain, to be removed, to be relocated
    - g. Proposed signs (illustrated and numbered)
    - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
    - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
-

## EXHIBIT "1"

### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

---

- j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
  - k. Quantities of existing pavement markings to be removed
  - l. Proposed delineators and object markers
2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
  - a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
  - b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
  - c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
  - d. The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
  - e. Tentative ROW limits
  - f. Direction of traffic flow on all roadways
  - g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
3. Summary of Small Sign Tabulation
4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
5. Sign Detail Sheets
  - a. All signs except for route markers
  - b. Design details for large guide signs
  - c. Dimensions of letters, shields, borders, corner radii, etc.
  - d. Designation of shields attached to guide signs
  - e. Designation of arrow used on exit direction signs

### MISCELLANEOUS ROADWAY

(Function Code 163)

#### **TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:**

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

1. The Sequence of Construction and method of handling traffic during each phase
  2. Roadway layout
  3. Center line with station numbering
  4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
  5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
  6. Where detours are provided, typical cross sections shall be shown.
-

**EXHIBIT “1”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

**COMPUTE AND TABULATE QUANTITIES:**

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

**PROJECT ESTIMATE:**

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

**SPECIFICATIONS AND GENERAL NOTES:**

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

**PROJECT MANAGEMENT**  
(Function Code 164)

**MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:**

The ENGINEER shall meet and coordinate with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.

EXHIBIT "1"

**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**ADDITIONAL RESONSIBILITIES**

**EASEMENTS, LETTERS OF PERMISSION, ETC.:**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

**MEETINGS:**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

**SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:**

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

**PROJECT MANAGER/ENGINEER COMMUNICATION:**

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

**DESIGN RESPONSIBILITIES:**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

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

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

---

EXHIBIT "1"

**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

---

**DOCUMENT AND INFORMATION EXCHANGE:**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished on USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest MS Office format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA's computer system.

CD Tape Required (YES or NO): YES

**PROPOSAL TIME:**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**OFFICE LOCATION:**

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539

---



"Exhibit 1"  
Fee Estimate

City of Los Fresnos Sidewalk Project - CCRMA

Engineering

City of Los Fresnos Sidewalk Project (From Resaca Retreat Dr. to First Street) Cameron County Regional Mobility Authority												
TASK												
	Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
1	2	4	10	16	42			18	4		96	\$ 10,376.76
2												\$ 7,014.33
3	4	16	44	20		54	68	8	34		248	\$ 25,422.86
4			12	12							24	\$ 3,254.88
5		4	8	8							20	\$ 2,778.56
6	2	2								2	6	\$ 745.20
	8	26	74	56	42	54	68	26	38	2	394	

LINE ITEM EXPENSES  
N/A

Total Expenses

GDM Engineering Total Cost

\$ 49,592.59



# Exhibit 1 - Fee Estimate

Work Authorization No.

BUDGET  
LUMP SUM RATE BASIS OF PAYMENT

Kana Lindsey, LLC  
4307 N. 22nd Street Ste B  
McAllen, Texas 78504  
TBPELS No. 10194676

Project: City of Los Fresnos Sidewalk Project FM 1847

County: Cameron County, Texas

From: Resaca Retreat Drive

To: 1st Street

Description of Work: Design Survey

TASK AND DESCRIPTION FC 150 Field Surveying	Project RPLS	Sr. Survey Technician	Survey Technician	Abstractor	3-man Survey Crew	2-man Survey Crew	Admin/ Clerical	Total Hours	Cost
HOURLY RATE	\$142.15	\$77.00	\$61.60	\$59.23	\$160.16	\$135.52	\$49.28		
<b>FC 150- Design Surveys</b>									
<b>I. Horizontal and Vertical Control</b>									
A. Field 5/8" iron rods with plastic cap set every 1000' (5 Total)	0	0	0	0	0	4	0	4	\$ 542.08
B. RTK- GPS	0	0	0	0	0	4	0	4	\$ 542.08
C. Level Loops	0	0	0	0	0	4	0	4	\$ 542.08
<b>II. Design Surveys</b>									
A. Cross Sections	0	1	1	0	0	16	0	18	\$ 2,306.92
B. Structures	0	1	1	0	0	2	0	4	\$ 409.64
C. Utility Investigation	0	0	0	0	0	2	2	4	\$ 369.60
D. Abstracting	0	0	0	2	0	0	0	2	\$ 118.46
E. Field Property corner Recon	0	1	0	0	0	2	0	3	\$ 348.04
F. Abstract Map/BaseMap	0	0	0	2	0	0	0	2	\$ 118.46
<b>III. Right of Entry</b>									
A. Coordination	0	0	0	0	0	0	2	2	\$ 98.56
Subtotal Hours	0	3	2	4	0	34	4	47	
Subtotal Cost	\$0.00	\$231.00	\$123.20	\$236.92	\$0.00	\$4,607.68	\$197.12		\$ 5,395.92
<b>FINAL REPORT &amp; DELIVERABLES</b>									
A. CADD file (2D & 3D) for limits of project	0	3	0	0	0	0	0	3	\$ 231.00
B. Final Report and Deliverables	1	4	2	0	0	0	1	8	\$ 622.63
C. Horizontal/ Vertical Control Sheets	2	4	2	0	0	0	1	9	\$ 764.78
D. Survey Report	0	0	0	0	0	0	0	0	\$ -
Subtotal Hours	3	11	4	0	0	0	2	20	
Subtotal Cost	\$426.45	\$847.00	\$246.40	\$0.00	\$0.00	\$0.00	\$98.56		\$ 1,618.41
<b>Total Fee FC 150</b>	\$426.45	\$1,078.00	\$369.60	\$236.92	\$0.00	\$4,607.68	\$295.68	67	\$7,014.33



[www.GDJEng.com](http://www.GDJEng.com)  
2805 Fountain Plaza Blvd.,  
Suite A, Edinburg, TX 78539  
(956) 603-2025



May 23, 2022

***EXHIBIT 3***

***Subcontracting Notice - City of Los Fresnos Sidewalk Project***

As required, please accept this notice that we will be using the following subcontractors on the City of Los Fresnos Sidewalk Project. The list of Subcontractors and tasks provided are as follows:

- 1. Design Topographic Survey**  
Mr. Kurt Schumacher, RPLS  
Kane Lindsey, LLC  
4307 North 22<sup>nd</sup> Street, Suite B  
McAllen, Texas 78504

Thank you and should you have any questions, do not hesitate to call me at (956) 603-2025.

Sincerely,

Robert Macheska, P.E., CFM  
Executive VP/COO  
GDJ Engineering, LLC

**2-O    CONSIDERATION AND APPROVAL FOR CONTRACT ALLOWANCE  
AUTHORIZATION FOR BENAVIDES PARK PAVILION.**



## Contingency Expenditure Authorization

**Project:** Cameron County Benavidez Park Pavilion  
Brownsville, Texas

**Authorization No:** 02

**Project No.:**

**Date:** 05/18/22

**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-6	Building Plaque	\$3,380.00
CCD-001	Testing Charges from Steel Allowance	\$7,352.00

**Total:** \$10,732.00

These are to be funded out of:

Owner Contingency Allowance	\$0.00
Signage Allowance	\$3,380.00
Steel Allowance	\$7,352.00

**Total:** \$10,732.00

**Original Allowance Fund Summary:**

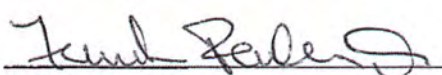
Owner Contingency Allowance	\$25,000.00
Signage Allowance	\$10,000.00
Steel Allowance	\$5,000.00
<b>Total of Previous Owner Allowance Expenditure Authorizations</b>	<b>\$850.00</b>
<b>Total Authorized Allowance Expenditures for CEA 02</b>	<b>\$10,732.00</b>

**Remaining Allowance Balance:** \$13,418.00

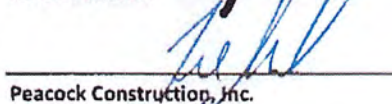
**Remaining Owner Allowance Fund Summary:**

Owner Contingency Allowance	\$10,000.00
Signage Allowance	\$770.00
Steel Allowance	\$2,648.00

**Approval:**

  
 CCRMA

  
 GMS Architects

  
 Peacock Construction, Inc.

5/26/2022  
 Date

5/18/2022  
 Date

5/18/2022  
 Date

**PEACOCK GENERAL CONTRACTORS, INC.**

**P.O. BOX 530098/801 E. GRIMES  
HARLINGEN, TX 78553**

**CHANGE ORDER REQUEST #6**

**DATE: May 10, 2022**

**TO: GMS ARCHITECTS**

**ATTN: RUDY GOMEZ**

**FAX: (956)546-0196**

**FROM: TRE PEACOCK**

**RE: CAMERON COUNTY BENAVIDES PARK PAVILION**

**CHANGES: Plaque**

**Plaques**

**Total: \$3.380.00**

**If change order is not included within the betterment, a 15% overhead cost will need to be added.**

**2-P      CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 BETWEEN  
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND A & I  
CUSTOM MANUFACTURING, LLC FOR THE ISLA BLANCA PARK TOLL  
BOOTHS FOR THE CAMERON COUNTY PARKS SYSTEM.**



# Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address) Cameron County Isla Blanca Toll Booths South Padre Island, Texas

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: November 18, 2021

**CHANGE ORDER INFORMATION:**  
Change Order Number: 01 to the Contract  
Date: May 20, 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)  
A & I Custom Manufacturing LLC  
4337 Martinal Rd.  
Brownsville, Texas 78526

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Time extension of Thirty-Five (35) calendar days due to weather and plumbing fixture delay.

The original Contract Sum was	\$	385,504.49
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	385,504.49
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	385,504.49

The Contract Time will be increased by Thirty (35) days.  
The new date of Substantial Completion will be June 24, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gomez Mendez Saenz, Inc.

A & I Custom Manufacturing LLC

Cameron County Regional Mobility Authority

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Mr. Roan G. Gomez, AIA, Project Architect

Mr. Ismael Herrera

Frank Parker, Jr., Chairman

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

May 20, 2022

5-20-2022

05/26/2022

DATE

DATE

DATE





A & I Custom Manufacturing: Contractor's Submission of Weather Days & Park

Isla Blanca Toll Booths Rain Days

	January	Submitted	Verified	<a href="http://www.weatherunderground.com">www.weatherundergru</a>
	1/20/2022 Weather Day	1	1	
	1/21/2022 Weather Day	1	1	
	1/22/2022 Weather Day	1		
	1/24/2022 Weather Day	1		
	1/25/2022 Weather Day	1	1	
Wed. 1/26/2022	Weather Day	1		
	1/28/2022 Weather Day	1	1	
	1/29/2022 Weather Day	1	1	
	1/31/2022 Weather Day	1	1	
<b>Subtotal</b>		<b>9</b>		
	February			
	2/3/2022 Weather Day	1	1	
	2/4/2022 Weather Day	1	1	
	2/7/2022 Weather Day	1	1	
	2/8/2022 Weather Day	1	1	
	2/9/2022 Weather Day	1		
	2/10/2022 Weather Day	1		
<b>Subtotal</b>		<b>6</b>		
	3/7/2022 Weather Day	1	1	
	3/8/2022 Weather Day	1	1	
	3/9/2022 Weather Day	1	1	
<b>Subtotal</b>		<b>3</b>		
	4/8/2022 Clint Black Concert	1	1	
	4/9/2022 Clint Black Concert	1	1	
<b>Subtotal</b>	<b>Subtotal</b>	<b>2</b>		
	4/14/2022 Easter Weekend	1	1	
	4/15/2022 Easter Weekend	1	1	
	4/16/2022 Easter Weekend	1	1	
	4/26/2022 Weather Day	1	1	
	<b>Subtotal</b>	<b>4</b>		
	5/6/2022 Joe Lopez Concert	1	1	
	5/7/2022 Joe Lopez Concert	1	1	
	<b>Subtotal</b>	<b>2</b>		
<b>Running Total of Weather and Concert Days</b>		<b>26</b>	<b>21</b>	

**2-Q    CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 2 TO THE  
CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND NOBLE  
TEXAS BUILDERS FOR THE PARKS ADMINISTRATION BUILDING FOR  
THE CAMERON COUNTY PARKS SYSTEM.**



# AIA Document G701™ – 2017

## Change Order

**PROJECT: (name and address)**

Cameron County Parks Administration Building  
22248 State Park Rd.  
South Padre Island, TX 78597

**CONTRACT INFORMATION:**

Contract For: Construction  
Date: 3/17/2022

**CHANGE ORDER INFORMATION:**

Change Order Number: 002  
Date: 5/26/2022

**OWNER: (name and address)**

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

**ARCHITECT: (name and address)**

Gomez Mendez Saenz, Inc.  
1150 Paredes Line Rd.  
Brownsville, TX 78521

**CONTRACTOR: (name and address)**

Noble Texas Builders  
108 S. Main Street  
La Feria, TX 78559

The Contract is changed as follows:

AEP Electrical Underground Transformer and Sectionalizer Changes

Add \$33,896.00

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was

\$ 4,489,938.00

The net change by previously authorized Change Orders

\$ 9,500.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ prior to this Change Order was

\$ 4,499,438.00

The (Contract Sum) ~~(Guaranteed Maximum Price)~~ will be (increased) ~~(decreased)~~ (unchanged) by this Change Order in the amount of

\$ 33,896.00

The new (Contract Sum) ~~(Guaranteed Maximum Price)~~, including this Change Order, will be

\$ 4,533,334.00

The Contract Time will be ~~(increased)~~ ~~(decreased)~~ (unchanged) by

( ) days.

The new date of Substantial Completion will be

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gomez Mendez Saenz, Inc.

ARCHITECT (Firm name)

SIGNATURE

Roan G. Gomez, AIA  
PRINTED NAME AND TITLE

5/24/2022  
DATE

Noble Texas Builders

CONTRACTOR (Firm name)

SIGNATURE

Juan Delgado, VP  
PRINTED NAME AND TITLE

5/24/2022  
DATE

Cameron County Regional  
Mobility Authority

OWNER (Firm name)

SIGNATURE

Frank Parker, Jr., Chairman  
PRINTED NAME AND TITLE

05/26/2022  
DATE

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



NOBLE TEXAS BUILDERS  
Change in Work - Cost Analysis Form

Project No. & Name: 22.0203 CCRMA Isla Blanca Park Adminstration Building

Contractor Name: **Metro, J. Salazar**

Change Proposal No. CPR 004 05.06.22

Description of Change:	Electrical Underground Changes
------------------------	--------------------------------

[illegible]

Work performed by the Contractor's own employees		SUBTOTAL	\$	1,104
Overhead and Profit	3.8%		\$	42

Managing subcontracted work	SUBTOTAL	\$ 31,551
Overhead and Profit 3.8%		\$ 1,199

**TOTAL FOR THIS CHANGE PROPOSAL \* \$ 33,896**

Approved by \_\_\_\_\_

Date \_\_\_\_\_

# METRO ELECTRIC, INC.



## Main Office

1901 Industrial Dr.  
McAllen, TX 78504  
956.686.2323

## Branch Office

5255 Commercial Dr.  
Brownsville, TX 78523  
956.831.7801

[www.metroelectric-rgv.com](http://www.metroelectric-rgv.com)

May 6, 2022  
TX Noble Builders  
108 S. Main St  
La Feria, TX

Attn: Mauricio Gomez  
Ref: Isla Blanca CC Parks Admin Building  
Metro CPR 1

Reroute primary utility conduits as per MEP 1.02 ASI 1 drawing.  
Please add: Twenty Seven Thousand Three Hundred Sixty One and 00/100 (\$27,361.00) to our  
base contract amount for the following changes.

### SCOPE OF Work

- Excavate approx. 300' 18W x 36" deep trench
- Provide and install 4" X 2 duct bank chair
- Provide and install approx. 600' of 4" SCH 40 PVC
- Provide and install (1200') #4 X 20 rebar and (100) -12" X 14" hoop rings for duct reinforcement.
- Provide and red die for duct bank ID applied by others
- Provide and install magnetic ID tape 12" above duct bank
- Provide and install pull string.

### Exclusion:

Removal of spoils

Concrete and forms

Should you have any questions, please advise.

Sincerely,  
Metro Electric, Inc.

*David Martinez*

Project Manager

File C.O. 1-03533

PROJECT: Isla Blanca CC Parks Admin Building  
CONTRACTOR: Noble Construction

**Metro Electric, Inc. CPR #01**

Bond	\$	-
Subtotal (Material and Labor)	\$	24,817.39
Plus 5.00 % of (Material and Labor)	\$	1,240.87
Subtotal (Material, Labor and Overhead)	\$	26,058.26
Plus 5.00 % of (Material, Labor, and Overhead)	\$	1,302.91
Total (Material, Labor, Overhead, and Profit)	\$	27,361.17





Industrial, Commercial

[www.jsconstructionrgv.com](http://www.jsconstructionrgv.com)

701 Palmview Dr.

956.205.1780 O

Mission, Texas 78574

956.205.1785 F

[Cruz@jsconstructionrgv.com](mailto:Cruz@jsconstructionrgv.com)

### **Changer Order PROPOSAL**

**Date: 05/02/22**

RE: Isla Blanca Admin Bldg.ASI 001 MEP

Concrete construction to include the following items:

Item	Description-Concrete construction	Qty	unit	Cost	<u>TOTAL</u>
1	Additional transformer	1	ea	\$ 2,100.00	\$ 2,100.00
2	AEP sectionalizer concrete pad 68"x30"	2	ea	\$ 650.00	\$ 650.00