



## 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**  
**June 30, 2022**  
**12:00 Noon**

### **PUBLIC COMMENTS:**

**1. Public Comments.**

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

**2. Action Items.**

- A. Consideration and Approval of the May 26, 2022 Regular Meeting Minutes.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of May 2022.**
- E. Consideration and Approval of the Quarterly Investment Report for the period ending May 31, 2022.**
- F. Consideration and Approval of a Proposal Submitted by Gexa Energy for the Administration Building, Suite 6.**
- G. Consideration and Approval of a Construction Contract with SpawGlass Regarding the Veterans Bridge Project.**
- H. Consideration and Approval of the new Internal Revenue Service Mileage Rates beginning July 2022 and forward.**
- I. Consideration and Approval for Contract Allowance Authorization for the Isla Blanca Park Toll Booths Project.**
- J. Consideration and Approval of Work Authorization No. 1 with GDJ Engineering for the Dana Road Project for Preliminary Engineering.**
- K. Consideration and Approval of Work Authorization No. 2 with GDJ Engineering for the Oscar Williams Road (FM 1846) Project (Business 77 to San Jose Ranch Road) for Preliminary Engineering.**

- L. 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.**
- M. Consideration and Approval of Recommendation of highest ranked GEC proposal for the Oscar Williams Road (FM 1846) Project (I69E to South Parallel Corridor) for Preliminary Engineering Solicitation and Authorize Staff to Enter into Contract Negotiations with such Firm.**
- N. Consideration and Authorization to Authorize Staff to use a Job Order Contracting for construction of the Cameron County Parks Mountain Bike Trail via Contract with Choice Partners.**
- O. Consideration and Approval of an Assignment Agreement between Tecsidel ITS, S.L.U, Mowiz and Cameron County Regional Mobility Authority.**
- P. Consideration and Approval of Change Order Number 3 with Noble Texas Builders for the Cameron County Parks Administration Building.**
- Q. Consideration and Approval of a Professional Services Agreement with Green, Rubiano & Associates for the Cameron County Isla Blanca Park Administration Building.**

**3. EXECUTIVE SESSION:**

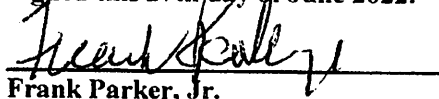
- A. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Related to the Agreement between the Cameron County Regional Mobility Authority and Quadient, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).**

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

- A. Possible Action**

**ADJOURNMENT:**

Signed this 27th day of June 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-A      CONSIDERATION AND APPROVAL OF THE MAY 26, 2022 REGULAR  
MEETING MINUTES.**

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

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The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas, on this 23rd day of May 2022 at 7:55 A.M.

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## 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:**

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### **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:**

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### **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:**

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### **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:**

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**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

Project for Preliminary Engineering Solicitation and recommended Board Authorize Staff to Enter into Contract Negotiations with such Firm.

Secretary Nelson moved to approve the 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. The motion was seconded by Director Esparza and carried as follow:

Ayes: Parker, Nelson, Villarreal, Garza, Esparza, Villegas

Nays: None

Abstain: Scaief

**Note: Vice Chairman Scaief submitted an affidavit and abstained from discussion and vote.**

**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.**

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

**2-K Consideration and Authorization to Authorize Staff to Request Proposals for the Independent Auditor Services.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Authorization to Authorize Staff to Request Proposals for the Independent Auditor Services.

Director Esparza moved to approve to Authorize Staff to Request Proposals for the Independent Auditor Services. The motion was seconded by Director Garza and carried unanimously.

**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.**

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for 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.

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

**The Application is as follows:**

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**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:**

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**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:**

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**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:**

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**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:**

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**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.

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**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

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

**2-B      ACKNOWLEDGEMENT OF CLAIMS.**

## Claims for Acknowledgement



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 21, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Master Pest Solutions	419132	\$ 1,000.00	Pest Control Baiting System Admin/Tolls	Indirect	Y	Local	Ope
Charter Communications	0121858060922	1,161.29	Internet/Phones June 2022	Indirect	Y	Local	Ope
		<u>2,161.29</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
LexisNexis Risk	1546392-2022053	\$ 113.43	Address and Name Lookup May 2022	Indirect	Y	Local	Toll
Master Pest Solutions	419132	1,000.00	Pest Control Baiting System Admin/Tolls	Indirect	Y	Local	Toll
Public Utilities Board	588837 6/22	240.23	Electricity 180042 SH550 LOC Bro, Tx June 2022	Port Spur -	Y	Local	Toll
Alberto Renteria	018	262.50	SH550 Road Closure Equipment Installation	Indirect	Y	Local	Toll
Alexi Paez	014	367.50	SH550 Road Closure Equipment Installation	Indirect	Y	Local	Toll
Avelardo Cisneros	017	192.50	SH550 Road Closure Equipment Installation	Indirect	Y	Local	Toll
Eduardo Guerra	013	367.50	SH550 Road Closure Equipment Installation	Indirect	Y	Local	Toll
Jorge J. Marquez	015	735.00	SH550 Road Closure Equipment Installation 6.8.22, 6.9.22, 6.10.22	Indirect	Y	Local	Toll
Jorge J. Marquez	20	280.00	SH550 Road Closure Equipment Installation 6.13.22	Indirect	Y	Local	Toll
Karen Barrientos	19	315.00	SH550 Road Closure Equipment Installation	Indirect	Y	Local	Toll
Karen Barrientos	21	227.50	SH550 Road Closure Equipment Installation 6.15.22	Indirect	Y	Local	Toll
Pablo Sanchez	016	848.75	SH550 Road Closure Equipment Installation 6.8.22, 6.10.22, 6.14.22	Indirect	Y	Local	Toll
Pablo Sanchez	022	210.00	SH550 Road Closure Equipment Installation 6.15.22	Indirect	Y	Local	Toll
Temp Control, Inc.	301280	326.00	Added Freon Gas to two of the units at Tolls	Indirect	Y	Local	Toll
Charter Communications	0121858060922	1,161.28	Internet/Phones June 2022	Indirect	Y	Local	Toll
Charter Communications	0879673061522	267.19	Ethernet Intrastate June 2022	Direct Connect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5659056	190.79	Excess Prints Tolls June 2022	Indirect	Y	Local	Toll
United States Postal	Postage 6.14.22	15,000.00	Postage Replenishment June 2022	Indirect	Y	Local	Toll
		<u>22,105.17</u>					

Operations      \$ 2,161.29  
Tolls              22,105.17  
Total Transfer    \$24,266.46

Reviewed by:

Accounting Clerk

Victor J. Barron,  
ControllerPete Sepulveda Jr.,  
Executive Director

*M. R. ... 6.21.22*  
*Vict Barron 6.21.22*  
*PJN 06.21.22*



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 9, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 5/22	\$ 40.95	Bottled Water Delivery May 2022	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 6.3.22	400.14	Travel Reimbursement AG 6.3.22	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1572	2,893.00	Legal Services May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 5/22	41.34	Water & Waste Water Ste 7 May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 5/22	35.31	Water & Waste Water Ste 6 May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 5/22	35.68	Water & Waste Water Ste 4 May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 5/22	34.92	Water & Waste Water Ste 3 May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 5/22	35.31	Water & Waste Water Ste 8 May 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 5/22	34.17	Water & Waste Water Ste 5 May 2022	Indirect	Y	Local	Ope
		<u>3,550.82</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 5/22	\$ 57.95	Bottled Water Delivery May 2022	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1007801	723.84	Out of State DMV May 2022	Indirect	Y	Local	Toll
Matus Contractor Company	464	9,500.00	Grass, garbage and herbicide Direct connect to Paredes Line	Indirect	Y	Local	Toll
Prisciliano Delgado	10734	250.00	Lawn Care May 2022	Indirect	Y	Local	Toll
Quadient Leasing USA, Inc.	N9430338	7,934.19	Mailing system software June 2022	Indirect	Y	Local	Toll
Teresa De Marco	Refund TDM 6.6.22	9.50	Fuego Refund Account Balance TDM 6.6.22	Indirect	Y	Local	Toll
Texas Department of Motor Vehicles (TxDMV)	TxDMV Repl 6.3.22	3,000.00	Name and Address Lookup 6.3.22	Indirect	Y	Local	Toll
Charter Communications	2868066060322	258.66	Ethernet Intrastate 8066 June 2022	Direct Connectors - SH550	Y	Local	Toll
Valley Municipal Utility District	3010066802 5/22	40.58	Water & Waste Water Tolls May 2022	Indirect	Y	Local	Toll
Xtreme Security	66471	104.85	Security 3461 Carmen Ave Jun-Aug 2022	Indirect	Y	Local	Toll
		<u>21,879.57</u>					

Operations	\$ 3,550.82
Tolls	<u>21,879.57</u>
Total Transfer	<u>\$ 25,430.39</u>

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

*[Signature]* 6.9.22

Victor J. Barron,  
Controller

*[Signature]* 6.9.22

Pete Sepulveda Jr.,  
Executive Director

*[Signature]* 06.09.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Claims June 7, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cable and Connectivity Solutions LLC	37183	13,565.00	APC Smart UPS Battery backups	Indirect	Y	Local	Tolls
		<u>13,565.00</u>					
	Tolls	\$ 13,565.00					
	Total Transfer	<u>\$ 13,565.00</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

M. R. Ibarra 6.7.22

Victor J. Barron,  
Controller

Victor Barron 6.7.22

Pete Sepulveda Jr.,  
Executive Director

P. Sepulveda Jr. 06.07.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims June 2, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Campbells Services	16092	\$ 875.00	Janitorial Services May 2022	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 5.31.22	49.61	Travel Reimbursement MRI 5.31.22	Indirect	Y	Local	Ope
Estrada Hinojosa & Company Inc	5159	5,000.00	Disclosure Preparation Fee FYE 2021	Indirect	Y	Local	Ope
JWH and Associates, Inc.	522.	1,731.39	SH550 GapII Railroad Issues & Harlingen Switchyard Jan 2022	SH550 GAP II	Y	Local	Ope
MPC Studios, Inc	31689	275.00	Website Hosting June 2022	Indirect	Y	Local	Ope
Republic Services	0863-002199336	131.68	Waste Container June 2022	Indirect	Y	Local	Ope
Staples Business Credit	1642294505	1,149.90	Office Supplies May 2022	Indirect	Y	Local	Ope
Toshiba Financial Services	40108690	311.23	Admin Printer June 2022	Indirect	Y	Local	Ope
		<u>9,523.81</u>					

**Operations Interlocal**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.220-06A	\$ 2,750.00	CC Admin Bldg & Parking Lot Dec 2021- Mar 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>2,750.00</u>					




**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Gexa Energy, LP	33096263	\$ 154.68	Electricity 1505 Fm 511 & 1705 Fm 511 May 2022	Direct Connectors - SH550	Y	Local	Toll
Professional Account Management, LLC	PAM JGQ 6.1.22	196.68	PAM Javier C Galvan Quintana 6.1.22	Indirect	Y	Local	Toll
Public Utilities Board	PUB 600710 5/22	220.28	Electricity 1100 Fm 511 Hwy Bro Tx May 2022	Direct Connectors - SH550	Y	Local	Toll
Staples Business Credit	1642294505	55.49	Office Supplies May 2022	Indirect	Y	Local	Toll
Verizon Wireless	9907209728	75.98	Internet/HotSpot May 2022	Indirect	Y	Local	Toll
		<u>703.11</u>					


Operations	\$ 9,523.81
Oper Interlocal	2,750.00
Tolls	<u>703.11</u>
Total Transfer	<u>\$ 12,976.92</u>

Reviewed by:

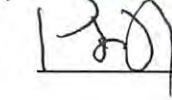
Monica R. Ibarra,  
Accounting Clerk

 6.2.22

Victor J. Barron,  
Controller

 6.2.22

Pete Sepulveda Jr.,  
Executive Director

 06.02.22



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims May 27 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX May 2022	\$ 2,340.32	AMEX May 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	221430049144671	47.89	Electricity Ste 7 May 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	221430049144672	119.66	Electricity Ste 3 May 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	221430049144673	90.65	Electricity Ste 5 May 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	221430049144674	76.95	Electricity Ste 4 May 2022	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 5.23.22	851.28	Travel Reimbursement ET 5.23.22	Indirect	Y	Local	Ope
Maria D Mayorga	Travel LM 5.26.22	78.10	Travel Reimbursement LM 5.26.22	Indirect	Y	Local	Ope
Victor J. Barron	Travel VJB 5.24.22	87.22	Travel Reimbursement VJB 5.24.22	Indirect	Y	Local	Ope
Gexa Energy, LP	33094813	67.50	Electricity Ste 6 May 2022	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	52	12,000.00	Consulting Services April 2022	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, 1534 P.L.L.C		1,200.00	Legal Services April 2022	Indirect	Y	Local	Ope
		<u>16,959.57</u>					

# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX May 2022	\$ 2,192.57	AMEX May 2022	Indirect	Y	Local	Toll
Direct Energy Business, LLC	221430049144420	285.30	Electricity Tolls May 2022	Indirect	Y	Local	Toll
Direct Energy Business, LLC	221440049156910	209.43	Electricity 570 Fm 511 May 2022	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	221440049156911	317.80	Electricity 1895 Fm 511 #1 May 2022	FM1847 - SH550	Y	Local	Toll
Janett Huerta	Travel JH 5.23.22	192.05	Travel Reimbursement JH 5.23.22	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486023SI00301	14,274.00	Maintenance and Support April 2022	Indirect	Y	Local	Toll
NSA Property Holdings, LLC d/b/a Move It Storage- North 77.1	Unit #242 6/22	243.00	Storage Unit# 242 June 2022	Indirect	Y	Local	Toll
Hugo Dante Salinas Jr	011 HS	70.00	SH 550 Detail 5.11.22	Indirect	Y	Local	Toll
Jorge J. Marquez	011 JM	70.00	SH 550 Detail 5.11.22	Indirect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5646729	144.39	Excess Prints Admin Printer May 2022	Indirect	Y	Local	Toll
Toshiba Financial Services	40040937	169.55	Tolls Printer May 2022	Indirect	Y	Local	Toll
United States Postal Service	Postage Repl 6.1.22	15,000.00	Postage Replenishment June 2022	Indirect	Y	Local	Toll
US Post Master	FirstClass Permit 22	265.00	Permit Fee First Class Presort 2022	Indirect	Y	Local	Toll
		<u>33,433.09</u>					
	Operations	\$ 16,959.57					
	Tolls	<u>33,433.09</u>					
	Total Transfer	<u>\$ 50,392.66</u>					

Reviewed by:

Monica R. Ibarra,  
Accounting Clerk

M. R. Ibarra 5.27.22

Victor J. Barron,  
Controller

V. J. Barron 5.27.22

Pete Sepulveda Jr.,  
Executive Director

P. Sepulveda Jr. 05.27.22

**2-C    APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims June 30, 2022**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom USA, Inc	486023SI00179	\$ 277,075.80	Upgrade Camera Equipment SH550	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.227-01	40,008.65	East Loop MPDG Grant Application May 2022	SH 32 (East Loop)	Y	Local	Ope
Texas County District Retirement System	TCDRS June 2022	11,701.20	TCDRS June 2022	Indirect	Y	Local	Ope
TollPlus LLC	US2200076	52,830.00	Change Order Fee-DRP MS#3 Testing Approved & MS#4 Go Live	Indirect	Y	Local	Ope
		<u>381,615.65</u>					

**Operations Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A-to-Be USA LLC	020727	\$ 69,512.00	Pre classifications for RFID Vehicles per Quote# Q2022042545	CC - International Bridge	Y	Local	Ope
Noble Texas Builders, LLC	23.0203.00 #3	198,079.32	CC Admin Building May 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
Peacock General Contractor, Inc.	2201 #4	82,764.97	Const of Benavides Park Pavilion May 2022	CC- Pedro Benavides Pavilion	Y	Local	Ope
S&B Infrastructure, LTD	U2716.120-11	34,240.04	Old Alice Road APD & PS&E WA 12 May 2022	CC-Old Alice Road	Y	Local	Ope
S&B Infrastructure, LTD	U2716.222-04	434,388.63	East Loop PS&E, Geo, Utilities WA 22 May 2022	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.500-18	24,244.28	East Loop APD WA 5 May 2022	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U2716.260-01	92,017.28	South Padre Island 2nd Access WA 26 May 2022	South Padre Island 2nd Access	Y	Local	Ope
S&B Infrastructure, LTD	U2973-08	61,124.83	Los Indios LPOE Export Bldg & Lot Modification Apr 2022	CC - Los Indios LPOE Bldg & Lot Modification	Y	Local	Ope
S&B Infrastructure, LTD	U3048-09	48,884.98	West Blvd APD May 2022	West Rail Corridor	Y	Local	Ope
		<u>1,045,256.33</u>					



**Tolls Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200069	\$ 6,622.87	Maintenance and Support for Pharr Bridge May 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,622.87</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cable and Connectivity Solutions LLC	37408	\$ 16,885.00	APC Smart UPS Battery Backups for IOP Building	Indirect	Y	Local	Toll
Guerra Construction Company	10186	24,400.00	Remove and Replace Crash Cush Atten Fast Tracc SH550	Indirect	Y	Local	Toll
Texas County District Retirement System	TCDRS June 2022	5,178.56	TCDRS June 2022	Indirect	Y	Local	Toll
TollPlus LLC	US2200069	15,989.96	Maintenance and Support Pharr Bridge May 2022	Indirect	Y	Local	Toll
		<u>62,453.52</u>					

Operations	381,615.65
Oper Interlocal	1,045,256.33
Tolls Interlocal	6,622.87
Tolls	<u>62,453.52</u>
Total Transfer	<u>\$ 1,495,948.37</u>

Reviewed by:

Victor J. Barron,  
Controller

*Victor Barron* 6.24.22

Pete Sepulveda Jr,  
Executive Director

*Pete Sepulveda Jr* 06.24.22

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





# **MAY 2022 FINANCIAL REPORT**

**PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR**

**VICTOR J. BARRON, CONTROLLER**





# **CCRMA MONTHLY FINANCIAL**

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# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

Transactions Included In Report From 5/1/2022 Through 5/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 303,430	\$ 2,278,050	\$ 3,400,000	\$ (1,121,950)	\$ 2,303,111	(1.09)
Interlocal agreements	17,583	140,213	351,000	(210,787)	82,033	70.92
Other revenues	835	5,447	9,600	(4,153)	-	100.00
Total Operating Revenues	<u>321,849</u>	<u>2,423,710</u>	<u>3,760,600</u>	<u>(1,336,890)</u>	<u>2,385,145</u>	<u>1.62</u>
Operating Expenses						
Personnel costs	83,385	730,678	1,281,987	551,309	625,576	16.80
Professional services	13,200	158,417	340,100	181,683	203,881	(22.30)
Advertising & marketing	8,323	10,618	16,500	5,882	1,000	961.80
Data processing	242	11,815	12,000	185	6,437	83.56
Dues & memberships	235	17,750	20,000	2,250	15,880	11.78
Education & training	-	748	10,000	9,252	125	498.40
Fiscal agent fees	5,000	14,445	53,600	39,155	9,795	47.47
Insurance	-	6,583	8,000	1,418	536	1,127.51
Maintenance & repairs	875	24,545	50,000	25,455	609	3,931.64
Office supplies	3,014	28,357	52,000	23,643	2,485	1,041.18
Leases	198	2,490	3,735	1,245	43,897	(94.33)
Travel	1,176	8,603	25,000	16,397	882	875.79
Utilities	2,031	15,069	27,000	11,931	12,942	16.43
Contingency	-	6,690	115,000	108,310	-	100.00
Total Operating Expenses	<u>117,679</u>	<u>1,036,807</u>	<u>2,014,922</u>	<u>978,115</u>	<u>924,044</u>	<u>12.20</u>
Total Operating Income	<u>204,170</u>	<u>1,386,903</u>	<u>1,745,678</u>	<u>(358,775)</u>	<u>1,461,100</u>	<u>(5.08)</u>
Non Operating Revenues						
Interest income	15,164	96,391	55,000	41,391	41,494	132.30
TRZ revenue	-	-	2,200,000	(2,200,000)	-	-
Total Non Operating	<u>15,164</u>	<u>96,391</u>	<u>2,255,000</u>	<u>(2,158,609)</u>	<u>41,494</u>	<u>132.30</u>
Non Operating Expenses						
Debt interest	-	1,316,937	1,905,678	588,741	1,266,531	3.98
Debt interest-LOC	-	-	25,000	25,000	380	(100.00)
Project expenses	-	123,690	2,070,000	1,946,310	101,293	22.11
Total Non Operating	<u>-</u>	<u>1,440,626</u>	<u>4,000,678</u>	<u>2,560,052</u>	<u>1,368,204</u>	<u>5.29</u>
Total Changes in Net Position	<u>219,334</u>	<u>42,667</u>	<u>-</u>	<u>42,667</u>	<u>134,390</u>	<u>(68.25)</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash -  
Unposted Transactions Included In Report From 5/1/2022 Through 5/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 249,539	\$ 1,684,751	\$ 1,965,000	\$ (280,249)	\$ 1,430,917	17.74
Interop Revenues						
Interop revenues	76,503	647,359	855,000	(207,641)	557,102	16.20
Bridge interoperability	39,987	337,439	500,000	(162,561)	324,835	3.88
Total Interop Revenues	116,489	984,799	1,355,000	(370,201)	881,936	11.66
Other Toll Revenues						
Interlocal agreement	11,823	101,445	161,880	(60,435)	88,883	14.13
Total Other Toll Revenues	11,823	101,445	161,880	(60,435)	88,883	14.13
Total Toll Operating	377,851	2,770,995	3,481,880	(710,885)	2,401,736	15.37
Toll Operating Expenses						
Personnel costs	38,908	346,557	634,724	288,167	321,022	7.95
Transaction processing costs	58,076	364,549	527,600	163,051	293,611	24.16
Toll system maintenance/IT	22,613	178,162	273,000	94,838	175,235	1.67
Roadside maintenace	27,759	270,040	467,600	197,560	262,680	2.80
CSC indirect/overhead costs	15,457	132,859	301,190	168,331	128,739	3.20
Total Toll Operating	162,812	1,292,167	2,204,114	911,947	1,181,286	9.39
Total Operating Income (Loss)	\$ 215,039	\$ 1,478,828	\$ 1,277,766	\$ 201,062	1,220,450	21.17
Non Operating Revenues						
Pass through grant	-	-	1,385,000	(1,385,000)	-	-
Total Non Operating	-	-	1,385,000	(1,385,000)	-	-
Non Operating Expenses						
Debt interest	-	1,678,967	2,662,766	983,799	1,418,045	18.40
Total Non Operating	-	1,678,967	2,662,766	983,799	1,418,045	18.40
Changes in Net Position	\$ 215,039	\$ (200,139)		\$ (200,139)	\$ (197,595)	1.29

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Combined Statement of Revenues and Expenses - Unposted Transactions**  
**Included In Report From 5/1/2022 Through 5/31/2022**

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 303,430	\$ 2,278,050	\$ 3,400,000	\$ (1,121,950)	\$ 2,303,111	(1.09)
Interlocal agreement	30,242	247,105	522,480	(275,375)	170,916	44.58
Toll revenues	366,028	2,669,550	3,320,000	(650,450)	2,312,854	15.42
Total Operating Revenues	699,700	5,194,705	7,242,480	(2,047,775)	4,786,881	8.52
Operating Expenses						
Personnel costs	122,294	1,077,235	1,916,711	839,476	946,598	13.80
Accounting software and services	-	-	2,500	2,500	2,274	(100.00)
Professional services	12,000	132,648	287,600	154,952	192,120	(30.96)
Contractual services	1,200	26,811	75,000	48,189	14,770	81.53
Advertising & marketing	8,323	49,418	91,500	42,082	30,367	62.74
Data processing	242	11,815	12,000	185	6,437	83.56
Dues & memberships	2,735	20,750	27,000	6,250	18,820	10.25
Education & training	-	2,589	20,000	17,411	125	1,971.20
Fiscal agent fees	5,000	17,095	58,800	41,705	14,945	14.39
Insurance	-	67,164	87,000	19,836	56,874	18.09
Maintenance & repairs	1,125	35,309	70,000	34,691	3,723	848.29
Office supplies	42,667	217,941	319,000	101,059	144,172	51.17
Road maintenance	60,610	472,749	772,000	299,251	468,312	0.95
Leases	3,096	30,705	56,247	25,542	69,036	(55.52)
Toll services	13,208	104,613	167,600	62,987	82,775	26.38
Travel	2,666	11,976	40,000	28,024	3,939	204.02
Utilities	5,327	39,599	80,400	40,801	50,044	(20.87)
Contingency	-	10,558	135,678	125,120	-	100.00
Total Operating Expenses	280,491	2,328,975	4,219,036	1,890,061	2,105,331	10.62
Net Change from Operations	419,209	2,865,731	3,023,444	(157,713)	2,681,550	6.87
Non Operating Revenue						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	15,164	96,391	55,000	41,391	41,494	132.30
TRZ Revenue	-	-	2,200,000	(2,200,000)	-	-
Total Non Operating Revenue	15,164	96,391	3,640,000	(3,543,609)	41,494	132.30
Non Operating Expenses						
Bond Debt Expense	-	2,995,904	4,568,444	1,572,540	2,684,576	11.60
Debt Interest - LOC	-	-	25,000	25,000	380	(100.00)
Project expenses	-	123,690	2,070,000	1,946,310	101,293	22.11
Total Non Operating Expenses	-	3,119,594	6,663,444	3,543,850	2,786,250	11.96
Changes in Net Position	\$ 434,373	\$ (157,472)	\$ -	\$ (157,472)	\$ (63,206)	149.14

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## Statement of Revenues and Expenditures

From 5/1/2022 Through 5/31/2022

	<u>Cameron County</u>	<u>Total</u>
Non Operating Revenues		
Revenues		
CC- Veterans Bridge	\$ 8,120	\$ 8,120
CC - Los Indios LPOE Bldg & Lot	61,125	61,125
CC - Consulting Services PF	8,000	8,000
CC- Isla Blanca Toll Booths	46,550	46,550
CC- Pedro Benavides Pavilion	136,300	136,300
Total Revenues	<u>260,095</u>	<u>260,095</u>
Total Non Operating Revenues	<u>260,095</u>	<u>260,095</u>
Non Operating Expenses		
Project expenses		
CC- Veterans Bridge	8,120	8,120
CC - Los Indios LPOE Bldg & Lot	61,125	61,125
CC - Consulting Services PF	8,000	8,000
CC- Isla Blanca Toll Booths	46,550	46,550
CC- Pedro Benavides Pavilion	136,300	136,300
Total Project expenses	<u>260,095</u>	<u>260,095</u>
Total Non Operating Expenses	<u>260,095</u>	<u>260,095</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 10/1/2021 Through 5/31/2022

	Cameron County	City of Los Fresnos	Federal Grant Funds	Total
Non Operating Revenues				
Revenues				
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- Veterans Bridge	8,120	-	-	8,120
CC - Old Alice Road	55,423	-	-	55,423
CC - Los Indios LPOE Bldg & Lot Modification	61,125	-	-	61,125
CC - Consulting Services PF	56,000	-	-	56,000
CC - Administration Building & Parking Lot	313,107	-	-	313,107
CC- Isla Blanca Toll Booths	235,224	-	-	235,224
CC- Pedro Benavides Pavilion	442,138	-	-	442,138
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	23,275	-	-	23,275
Total Revenues	<u>2,352,381</u>	<u>1,615</u>	<u>12,490</u>	<u>2,366,486</u>
Total Non Operating Revenues	<u>2,352,381</u>	<u>1,615</u>	<u>12,490</u>	<u>2,366,486</u>
Non Operating Expenses				
Project expenses				
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- Veterans Bridge	8,120	-	-	8,120
CC - Old Alice Road	55,423	-	-	55,423
CC - Los Indios LPOE Bldg & Lot Modification	61,125	-	-	61,125
CC - Consulting Services PF	56,000	-	-	56,000
CC - Administration Building & Parking Lot	313,107	-	-	313,107
CC- Isla Blanca Toll Booths	235,224	-	-	235,224
CC- Pedro Benavides Pavilion	442,138	-	-	442,138
CC- Isla Blanca Parking Lot	574,800	-	-	574,800
CC - International Bridge	23,275	-	-	23,275
Total Project expenses	<u>2,149,734</u>	<u>1,615</u>	<u>12,490</u>	<u>2,163,839</u>
Total Non Operating Expenses	<u>2,149,734</u>	<u>1,615</u>	<u>12,490</u>	<u>2,163,839</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 5/31/2022**

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 3,761,516
Restricted cash - projects	7,908,944
Restricted cash accounts - debt service	6,892,543
Restricted cash - bond proceeds	3,373,587
Accounts receivable, net	
Vehicle Registration Fees - Receivable	628,735
Other	4,463,426
Total Accounts receivable, net	5,092,160
Accounts receivable - other agencies	2,845,711
Prepaid expenses	35,619
Total Current Assets:	29,910,080
Non Current Assets:	
Capital assets, net	96,552,189
Capital projects in progress	24,834,850
Unamortized bond prepaid costs	94,960
Net pension asset	122,663
Total Non Current Assets:	121,604,662
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>\$ 151,804,646</u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	\$ 647,045
Unearned revenue	6,298,369
Total Current Liabilities	6,945,414
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>100,688,743</u>
<b>NET POSITION</b>	
Beginning net position	
	48,482,312
Total Beginning net position	48,482,312
Changes in net position	
	2,607,459
Total Changes in net position	2,607,459
Total NET POSITION	51,115,903
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 151,804,646</u>

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

As of 5/31/2022

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 363,220	\$ 2,221,720
Receipts from interop toll revenues	122,665	992,375
Receipts from TPS toll revenues	253,988	1,733,697
Receipts from other operating revenues	30,242	248,055
Payments to vendors	(147,363)	(1,573,398)
Payments to employees	(122,294)	(1,087,161)
Total Cash Flows from Operating Activities	<u>500,459</u>	<u>2,535,289</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(30,000)	(667,201)
Acquisitions of construction in progress	(133,703)	(839,803)
Payments on principal and interest	-	(3,329,867)
Proceeds related to redevelopment assets	218,902	9,109,046
Payment on interlocal project expenses	(336,895)	(2,316,330)
Advances and Interlocal project proceeds	-	47,291
Total Cash Flows from Capital and Related Financing Activities	<u>(281,696)</u>	<u>2,003,135</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>15,164</u>	<u>96,391</u>
Total Cash Flows from Investing Activities	<u>15,164</u>	<u>96,391</u>
Beginning Cash & Cash Equivalents	<u>21,702,663</u>	<u>17,301,774</u>
Ending Cash & Cash Equivalents	<u>\$ 21,936,589</u>	<u>\$ 21,936,589</u>





To: Pete Sepulveda

From: Victor J. Barron

A handwritten signature in blue ink, appearing to be "VJ Barron", is written next to the name Victor J. Barron.

Date: 6/24/2022

Re: Budget Amendment #3 FY2022

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**Description:**

**100 Operations Fund**

GL#	GL Description	Budget		Net Change
		Current	Amended	
1	60140 Data Processing	12,000	14,200	2,200
2	60180 Office Supplies	15,000	12,800	(2,200)
	Total Fund 100	\$ 27,000	\$ 27,000	\$ -

A handwritten signature in black ink, appearing to be "Pete Sepulveda, Jr.", is written above the name.

---

Pete Sepulveda, Jr. Executive Director

06.24.22

---

Date

**2-E      CONSIDERATION AND APPROVAL OF THE QUARTERLY  
INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2022.**



## Investment Report

**TO: CCRMA Board of Directors**

**FROM: Victor J. Barron, Controller** *VJB*

**DATE: June 30, 2022**

**SUBJ: Quarterly Report of CCRMA Investments**

The Texas Public Funds Investment Act requires that at a minimum on a quarterly basis the following investment report be presented to the Board of Directors. Below is a summary of the current CCRMA investments which comply with the investment strategies approved in the most current CCRMA Investment Policy.

	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 5/31/2022</u>
<b>2010 Bond Reserves</b>	\$ 1,032,189.03	\$ 1,034,792.89	Monthly	1.00%	\$ 2,603.86
<b>2010 Bond Reserves</b>	900,728.78	903,001.02	Monthly	1.00%	2,272.24
	\$ 1,932,917.81	\$ 1,937,793.91			\$ 4,876.10
Total Market Value of Principal and Accrued Interest					\$ 1,937,793.91
Required level of security at 102%					\$ 1,976,549.79

I certify this report complies with the Internal Management Reports section of the Texas Public Funds Investment Act.

CAMERON COUNTY REGIONAL MOBILITY  
THE BANK OF NEW YORK MELLON  
TRUST COMPANY NA TRUSTEE  
3461 CARMEN AVE  
RANCHO VIEJO TX 78575

30  
0  
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448174 (BNY MELLON 701107)

=====

AVG AVAILABLE BALANCE	1,033,886.47	LAST STATEMENT 04/29/22	1,033,886.47
AVERAGE BALANCE	1,033,886.47	1 CREDITS	906.42
		DEBITS	.00
		THIS STATEMENT 05/31/22	1,034,792.89

- - - - - OTHER CREDITS - - - - -			
DESCRIPTION		DATE	AMOUNT
INTEREST AT 1.0000 %		05/31	906.42

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	1,033,886.47	INTEREST EARNED:	906.42
AVERAGE AVAILABLE BALANCE:	1,033,886.47	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	906.42	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	4,270.31		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*****			
*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE
*	-----*		
* TOTAL OVERDRAFT FEES:	\$ .00	\$ .00	*
*	-----*		
* TOTAL RETURNED ITEM FEES:	\$ .00	\$ .00	*
*****			

- - - - - DAILY BALANCE - - - - -			
DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE	
05/31 1,034,792.89			

- END OF STATEMENT -

CAMERON COUNTY REGIONAL MOBILITY  
THE BANK OF NEW YORK MELLON  
TRUST COMPANY NA TRUSTEE  
3461 CARMEN AVE  
RANCHO VIEJO TX 78575

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0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448570

=====

AVG AVAILABLE BALANCE	902,210.04	LAST STATEMENT 04/29/22	902,210.04
AVERAGE BALANCE	902,210.04	1 CREDITS	790.98
		DEBITS	.00
		THIS STATEMENT 05/31/22	903,001.02

- - - - - OTHER CREDITS - - - - -			
DESCRIPTION		DATE	AMOUNT
INTEREST AT 1.000000 %		05/31	790.98

- - - - - I N T E R E S T - - - - -

AVERAGE LEDGER BALANCE:	902,210.04	INTEREST EARNED:	790.98
AVERAGE AVAILABLE BALANCE:	902,210.04	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	790.98	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	3,726.45		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

*****			
*		TOTAL FOR	TOTAL
*		THIS PERIOD	YEAR TO DATE
*	-----*		
* TOTAL OVERDRAFT FEES:	\$ .00		\$ .00
*	-----*		
* TOTAL RETURNED ITEM FEES:	\$ .00		\$ .00
*****			

- - - - - DAILY BALANCE - - - - -			
DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE	
05/31 903,001.02			

- END OF STATEMENT -

as of **05/31/2022**

**PLEDGES to PLEDGEE**  
Pledged To: CAMERON CO REG MOBILITY AUTH

For Holding Company **Texas Regional Bank** Customer **Texas Regional Bank**

<u>SafeKeeping</u> Code Receipt# Location	CUSIP Trans#	Description Coupon Maturity Date	FAS 115 PreRefund Price	Moody S&P	Original Face Remaining Face Pledged%	Pledged			
						Original Face	Par Value	Book Value	Market Value
FHLB	3136A1KD6 C12678	FNR 2011-99 CV 4.500000 03/25/2026	AFS	NA NA	1,944,000.00 1,944,000.00 23.15%	450,000.00	14,348.11	14,348.11	14,333.58
FEDERAL HOME LOAN BANK									
FHLB	3137B7MB2 C12721	FHR 4297 VA 3.000000 06/15/2025	AFS	NA NA	1,300,000.00 1,300,000.00 100.00%	1,300,000.00	192,854.61	192,854.61	193,021.00
FEDERAL HOME LOAN BANK									
FHLB	3140QAQU7 C12797	FN CA3166 4.500000 02/01/2034	AFS	NA NA	2,000,000.00 2,000,000.00 30.00%	600,000.00	271,082.31	289,570.15	284,600.46
FEDERAL HOME LOAN BANK									
FHLB	91282CBJ9 C12981	T 0 3/4 01/31/28 0.750000 01/31/2028	AFS 0.00	Aaa NA	3,000,000.00 3,000,000.00 6.67%	200,000.00	200,000.00	195,185.33	177,882.80
FEDERAL HOME LOAN BANK									
FHLB	91282CBJ9 C12980	T 0 3/4 01/31/28 0.750000 01/31/2028	AFS 0.00	Aaa NA	2,500,000.00 2,500,000.00 100.00%	2,500,000.00	2,500,000.00	2,460,707.16	2,223,535.00
FEDERAL HOME LOAN BANK									
FHLB	91282CCE9 C13010	T 1 1/4 05/31/28 1.250000 05/31/2028	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 1.80%	90,000.00	90,000.00	89,830.08	81,942.21
FEDERAL HOME LOAN BANK									
FHLB	91282CCE9 C13010	T 1 1/4 05/31/28 1.250000 05/31/2028	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 8.00%	400,000.00	400,000.00	399,244.80	364,187.60
FEDERAL HOME LOAN BANK									
FHLB	91282CCJ8 C13015	T 0 7/8 06/30/26 0.875000 06/30/2026	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 69.80%	3,490,000.00	3,490,000.00	3,500,335.52	3,229,750.70
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13017	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 3.43%	120,000.00	120,000.00	119,314.89	109,668.72
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13020	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 7.14%	250,000.00	250,000.00	247,985.63	228,476.50
FEDERAL HOME LOAN BANK									
10 Total Pledged	To: CAME CAMERON CO REG MOBILITY AUTH					9,400,000.00	7,528,285.03	7,509,376.29	6,907,398.57

The information contained herein, while believed to be reliable, is not guaranteed.

**2-F      CONSIDERATION AND APPROVAL OF A PROPOSAL SUBMITTED  
BY GEXA ENERGY FOR THE ADMINISTRATION BUILDING,  
SUITE 6.**



## BUSINESS ELECTRICITY AUTHORIZATION TEXAS SMALL COMMERCIAL SALES

### SERVICE INFORMATION

Contract Type: ☐ New Service ☒ Renewal

Business Name ("Customer"): Cameron County Regional Mobility Authority

☒ See attached Addendum A for ESI ID and Service Commencement Date information

Contact Name: Victor Barron

Email: vbarron@ccrma.org

Primary Phone: (956) 621-5571 Secondary Phone: Fax:

Duns #:96-814-2096

Tax ID#:

Preferred Language Information will be English unless the following box is checked: ☐ Spanish (Español)

**Tax Exemption:** If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Gexa Energy will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.

**Energy Charge:** \$0.08803 per kWh

**Contract Term:** 36 Months

**Start Month/Year:** 6/2022

**Pay Terms:** Net SIXTEEN (16) Days

**Agreement, Authorization and Acknowledgement:** The contract documents governing Customer's purchase of electricity from Gexa Energy (this "Agreement") are comprised of the Electric Sales Terms of Service ("TOS"), attached hereto as Exhibit A (version ESMCTXTOS040122), this Business Electricity Authorization ("BEA"), which is a part of the Customer's Terms of Service, all addenda to this BEA, and if customer is a Small Commercial Customer (as defined in the TOS), Customer's Electricity Facts Label ("EFL") and a Your Rights as a Customer document ("YRAC"). Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Customer hereby authorizes Gexa Energy, for the duration of this Agreement, to become its new REP and to act as its agent to perform the necessary tasks to establish Customer's electric supply account with Gexa Energy. This authorization to establish or switch Customer's provider of electric service applies to all ESI ID(s) listed on Addendum A. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read and understands this Agreement (including the TOS) for the product for which Customer is enrolling and agrees to the terms and conditions set forth in the Agreement which describe the service Customer will receive. The undersigned below represents and warrants to Gexa Energy that he/she is at least eighteen (18) years of age, legally authorized to enter into this Agreement on behalf of Customer, and select or change to Gexa Energy as the retail electric provider for the ESI ID(s) listed on Addendum A. **This Agreement is not valid or binding unless and until signed by both Parties.**

**Rescission:** If Customer is a Small Commercial Customer (as defined in the TOS) and is making a switch request, Customer has the right to rescind this Agreement within three (3) federal business days after receiving this Agreement, without penalty. The TOS explains how to exercise this right of rescission before Customer's electric service is switched to Gexa Energy.

**Energy Charge and Contract Term:** Except as described below for variable price plans, Customer agrees that (i) during the Contract Term, Customer shall pay the unit price set forth in the EFL, and (ii) the Contract Term of service from Gexa Energy to which the Customer has agreed is set forth above.

For variable price plans, Customer agrees that Customer shall pay the unit price on the EFL for the Customer's first Billing



Cycle. For subsequent Billing Cycles, the price may change at the sole discretion of Gexa Energy in accordance with the Variable Price Product section of the TOS.

The unit price shown on the EFL provided to a Small Commercial Customer includes the Energy Charge for the supply of electricity as described in the TOS, all recurring TDU Delivery Charges, the ERCOT administrative fee, the Texas Regional Entity ("TRE") administrative fee, the PUCT Assessment fee, and any other recurring third-party fees. Specific TDU charges will vary depending on the TDU providing the services.

**Deposits:** Customer acknowledges that it understands that if Gexa Energy determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, Gexa Energy may require Customer to pay an initial cash deposit in an amount of up to one-fifth of Customer's estimated annual billing in order to enroll.

**Language:** Customer acknowledges that it prefers to receive information from Gexa Energy in the language specified above; provided, that if no language is specified, then Customer is deemed to prefer to receive information in English.

**Early Termination Fee:** With the exception of variable price plans, Customer is required to pay Gexa Energy the Early Termination Fee if supply provided by Gexa Energy to one or more ESI IDs is terminated before the end of the Contract Term. The Early Termination Fee is described in the Disclosure Table of the EFL.

Cameron County Regional Mobility Authority	Gexa Energy, LP, By: Gexa Energy GP, LLC, its General Partner:
Authorized Signature: _____	Authorized Signature: _____
Print Name: Pete Sepulveda Jr,	Print Name: _____
Title: Executive Director	Title: _____
Date: _____	Effective Date: _____
	Sales Representative: Jovel Leon



## BUSINESS ELECTRICITY AUTHORIZATION TEXAS SMALL COMMERCIAL SALES

### Addendum A

**CUSTOMER NAME:** Cameron County Regional Mobility Authority

**NOTICE TO CUSTOMER:** Notwithstanding anything to the contrary in the BEA or TOS, for each of the respective ESI IDs set forth in this Addendum A: (i) the Service Commencement Date (as that term is used in the TOS) shall be the first meter read date during or after the applicable ESI ID Start Month/Year set forth below; and (ii) the end of the Initial Term (as that term is used in the BEA and TOS) shall be the first meter read date during or after the applicable ESI ID End Month/Year set forth below.

### ACCOUNTS INCLUDED IN AGREEMENT:

Utility Account Number	Service Address City, State and Zip	Billing Address City, State and Zip	Account Type*	Service Commencement Date	Service End Date
10032789434558915	3470 CARMEN AVE STE 6 RANCHO VIEJO, TX 78575	3461 CARMEN AVE RANCHO VIEJO, TX 78575	E	06/17/2022	06/17/2025

**N = New Account; or E = Renewal/Existing Account**

**NOTICE TO CUSTOMER:** Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the TDU will not enroll some or all the Accounts listed above and the TDU will so advise Gexa (such unenrolled Accounts being referred to as "UE Accounts"). In such case, Gexa will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically **deleted** from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and Gexa shall not be required to serve such UE Accounts.

**Customer Initials:** \_\_\_\_\_

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

**Gexa Energy, LP Initials:** \_\_\_\_\_

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



## BUSINESS ELECTRICITY AUTHORIZATION

### TEXAS SMALL COMMERCIAL SALES

#### TERMS OF SERVICE

**BUSINESS ELECTRICITY AUTHORIZATION:** These Terms of Service ("TOS") explain the details of your electricity supply from Gexa Energy, LP ("Gexa Energy" or "we" or "us"). This TOS document, together with your written, telephonic or electronic (including internet) enrollment authorization, as applicable, and any related enrollment documentation or records, including any addenda thereto, the Electricity Facts Label ("EFL") and Your Rights as a Customer document ("YRAAC"), constitute your agreement with Gexa Energy (collectively, the "Agreement" or "Business Electricity Authorization"). Any inconsistency between these contract documents shall be governed by the TOS.

**SPANISH LANGUAGE (IDIOMA ESPAÑOL):** Your contract documents are available in Spanish by contacting us at 713 961 9399 or toll free at (866) 961 9399 (outside Houston). Usted puede obtener los documentos de su contrato comunicándose con nosotros al 713 961 9399 o sin cargos al (866) 639-8118 (fuera de Houston).

**24 HOUR SERVICE OUTAGE REPORTING:** Should an outage occur, Customer should contact the appropriate transmission and distribution utility:

ONCOR: (888) 313-4747  
CENTERPOINT ENERGY: (800) 332-7143  
AEP TEXAS: (866) 223-8508  
TEXAS NEW MEXICO POWER: (888) 866-7456

#### **GEXA ENERGY AND PUCT CONTACT INFORMATION:**

REP NAME:	Gexa Energy, LP
BUSINESS NAME:	Gexa Energy
CERTIFICATE NO.:	10027
INTERNET ADDRESS:	<a href="http://www.gexaenergy.com">www.gexaenergy.com</a>
EMAIL ADDRESS:	<a href="mailto:tx@gexaenergy.com">tx@gexaenergy.com</a>
MAILING ADDRESS:	20455 State Highway 249, Suite 200 ATTN: Contract Administration Houston, TX 77070
TELEPHONE NUMBER:	866-961-9399
FAX:	866-550-4392
OFFICE HOURS OF OPERATION:	Monday - Friday: 8:00 a.m. - 5:00 p.m., CT. Closed holidays.
PUCT:	1-888-782-8477 (TTY 1-800-735-2988) <a href="mailto:customer@puc.state.tx.us">customer@puc.state.tx.us</a>

## 1. DEFINITIONS.

“Additional Pass-Through Charges” means any costs and charges arising from a Change in Law, Material Usage Deviation Charges and/or Sub-metering Charges.

“Average Monthly Charge” means, with respect to each ESI ID terminated, the amount that would be due to Gexa Energy under this Agreement for the Energy Charge assuming the Customer’s average monthly usage of each relevant ESI ID; provided, that if an average monthly usage cannot be determined due to a limited term of supply by Gexa Energy or any other circumstance, such average monthly usage as calculated by Gexa Energy.

“BEA” or “Business Electricity Authorization” means the Agreement entered into between Gexa Energy and Customer.

“Billing Cycle” means, for each ESI ID, the period between successive monthly meter read dates during the term of this Agreement.

“Change in Law” means a change in law, regulation, rule, ordinance, order or decree by a governmental authority (including ERCOT) or the implementation of an existing law, regulation, rule, ordinance, order or decree by a governmental authority (including ERCOT), including, without limitation, TDU tariffs and ERCOT Protocols (including, without limitation, those affecting any fees, costs, or charges imposed by ERCOT), changes in market rules, changes in load profiles, changes in how ERCOT calculates usage, changes in nodal and zonal definitions, changes in nodal protocols as currently constituted and documented. A “change,” as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, calculation, interpretation or administration.

“Contract Documents” means this TOS, the EFL and YRAAC document.

“Contract Term” means the period commencing on the Service Start Date and continuing thereafter for the fixed number of months designated as the Contract Term (“fixed Contract Term”), or the month-to-month period, all as specified in the Enrollment Documents and the EFL, provided, however, that the Contract Term shall end on the meter read date for the last billing month of the Contract Term. If Customer is a Small Commercial Customer on a fixed rate product, then notwithstanding any contrary provision in this Agreement, the Contract Term shall end on the end date of the contract specified by Gexa Energy in a bill or otherwise; provided, that Gexa Energy may bill the Monthly Charge until the first meter read after the end date of the contract. Further, if an end date of the contract is specified for any Customer that is not a Small Commercial Customer in a bill or otherwise, then notwithstanding any contrary provision in this Agreement, the Contract Term shall end on the date through which Gexa Energy bills the Monthly Charge.

“Customer” or “you” is the applicant or person or entity identified as Customer in the Enrollment Documents.

“Customer Delivery Point” means the point of interconnection between the TDU facilities and Customer’s electric meter.

“Early Termination Fee” is described in the Disclosure Table of the EFL.

“Effective Date” is one of the following, as applicable, (i) for an internet enrollment, the date when Customer’s application to receive electricity supply from Gexa Energy is completed through Gexa Energy’s website without condition or rejection; (ii) for a telephonic enrollment, the date when the Parties agree to enter into this Agreement via Gexa Energy’s call center; or (iii) for a written enrollment, the date specified as the Effective Date on the enrollment authorization.

“EFL” is the Electricity Facts Label.

“Energy Charge” is the charge per kWh for the electricity generation supply provided to Customer by Gexa Energy during the Contract Term as specified in the Enrollment Documents and the EFL.

“Energy Usage” means Customer’s total metered energy usage for the ESI ID(s) subject to this Agreement measured in kilowatt hours (“kWh”) for the applicable period.

"Enrollment Documents" means Customer's written, telephonic or internet enrollment authorization, as applicable, and any related enrollment documentation or records, which for a written enrollment shall include the Addendum A.

"ERCOT" means the Electric Reliability Council of Texas.

"ESI ID" means the Customer's Electric Service Identifier referenced in the Enrollment Documents.

"Event of Default" means, with respect to Customer, the occurrence of any of the following: (i) failure to make timely payment of all amounts due hereunder; (ii) failure to post a security deposit under the provisions of the "Credit and Deposit Requirements" Section herein within ten (10) days of a written request therefor; (iii) breach of any warranty or representation to Gexa Energy; (iv) failure to take exclusively from Gexa Energy, at any time during the Contract Term, the full requirements electric supply for any or all of the ESI ID(s) covered by the Agreement; (v) default on any material obligation under this Agreement (other than as provided in subparts (i), (ii), (iii) and (iv) above); (vi) Customer (A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vii) subject to the "Assignment" Section of this Agreement, Customer enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement.

"Gexa Energy" or "we" or "us" means Gexa Energy, LP, a Texas limited partnership.

"Holdover Period" is defined in the "Term" Section of this TOS.

"Late Payment Penalty" means a one-time fee of five percent (5%) assessed on invoices for the Monthly Charge that are not paid when due.

"Load Zone" means a group of electrical buses assigned to the same zone under Nodal Protocol Section 3.4, Load Zones.

"Monthly Charge" means the sum of: (i) the product of Customer's Energy Usage during a Billing Cycle and the applicable price, as described in the EFL, or the price of the default variable product as described in the "Pricing" Section of the TOS; (ii) Pass-Through Charges (including, without limitation, Additional Pass-Through Charges and the charges described in the "Change in Law" Section of this TOS), if any; and (iii) Taxes.

"Party" means either Gexa Energy or Customer, and "Parties" means both Gexa Energy and Customer.

"Pass-Through Charges" means any non-recurring charges as described in the "Summary of Gexa Energy Non-Recurring Charges" Section of this TOS, any non-recurring TDU charges and/or non-recurring third-party fees and charges, and/ or Additional Pass-Through Charges. Examples of non-recurring TDU charges are those arising from a move-in or switch, such as self-selected meter reads; service connection, disconnection, or reconnection fees; and meter tampering charges. Pass-Through Charges may be treated as an adjustment to the Energy Charge or may be passed through to Customer, at Gexa Energy's sole option.

"PUCT" means the Public Utility Commission of Texas.

"REP" means retail electric provider.

"Seller Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the TDU transmission or delivery system.

"Service Start Date" means the date on which the TDU switches the Customer's respective ESI ID(s) to Gexa Energy; during or after the applicable Service Start Date (Month/Year) specified in the Enrollment Documents, provided that, in the case of a renewal of electric supply already being provided by Gexa Energy to Customer, the Service Start Date means the day following the termination or expiration of Customer's most immediately preceding agreement with Gexa Energy.

“Small Commercial Customer” means a non-residential customer that has a peak demand of less than fifty (50) kW during any twelve-month period, unless the customer’s load is part of an aggregation program whose peak demand is in excess of fifty (50) kW during the same twelve-month period.

“Taxes” means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, including, without limitation, gross receipts taxes, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

“TDU Delivery Charges” means those recurring charges payable to the TDU in connection with transmission and distribution of electricity pursuant to this Agreement, including, without limitation, all charges allowed or required by the PUCT, ERCOT or any other governmental or regulatory authority or any third parties.

“Transmission and Distribution Utility” or “TDU” means a utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the ESI ID(s) pertain.

## **2. RESCISSION, FIXED TERM PRODUCT QUALIFICATION AND DISCONNECTION NOTICES.**

**NOTICE TO SMALL COMMERCIAL CUSTOMERS REGARDING RESCISSION:** If Customer is switching its electric service to Gexa Energy from another REP and Customer is a Small Commercial Customer (as defined above), Customer has the right to cancel this Agreement with Gexa Energy without any fee or penalty of any kind within three (3) federal business days of receiving the Contract Documents. To do so, Customer may call Gexa Energy at (713) 961 9399 or toll free at 866 961 9399 (outside Houston) to talk to a representative or leave a message, or Customer may fax Gexa Energy toll-free at (866) 550 4392, during or after the office hours of operation, on or before the third federal business day. This right to rescind does not extend to service requests for establishing electric service at a new location (also known as a “move-in”).

**QUALIFICATION FOR FIXED TERM PRODUCT:** In order to qualify to enroll for a fixed term product, Customer’s average electricity usage for all ESI IDs set forth on the BEA must be 75,000 kWh or less per month (the “Maximum Average Electricity Usage”). Customer hereby represents and warrants that the aggregate average monthly electricity usage of the ESI ID(s) set forth on the BEA is and will remain below the Maximum Average Electricity Usage. If at any time during the Contract Term, Customer’s average monthly electricity usage for such ESI IDs is more than the Maximum Average Electricity Usage, Gexa Energy may terminate this Agreement without any liability or payments whatsoever to Customer by Gexa Energy and Customer will be subject to an Early Termination Fee.

**NOTICE TO SMALL COMMERCIAL CUSTOMERS REGARDING TERMINATION AND DISCONNECTION.** To terminate this Agreement, Customer may call or fax Gexa Energy at the contact numbers provided above. Customer may be subject to an Early Termination Fee. If Customer’s termination requires a self-selected meter read by the TDU, Customer will be charged a fee established by the TDU. Regardless of the method or reason for termination of the Agreement, Customer is responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the TDU. If Customer is a Small Commercial Customer, Customer may terminate electric service without penalty if Customer moves to another premises and provides Gexa Energy with evidence confirming that Customer has moved and Customer’s forwarding address. Gexa Energy may order disconnection of Customer’s electric service for non-payment as provided in this Agreement.

**3. SERVICES.** During the term of this Agreement, Gexa Energy shall sell to Customer and Customer shall purchase from Gexa Energy Customer’s electricity requirements for the ESI ID(s) specified in this Agreement, and Customer shall obtain such electricity requirements for such ESI ID(s) exclusively from Gexa Energy on the terms and conditions specified in this Agreement. Gexa Energy shall cause all such electricity to be delivered to the Seller Delivery Point(s) and Customer shall receive such electricity at the Customer Delivery Point(s). Notwithstanding the foregoing, Gexa Energy shall be under no obligation to supply any ESI IDs under a residential rate class and, if Gexa Energy does supply such ESI IDs, Customer hereby represents and warrants to Gexa Energy that such ESI IDs are used for commercial or governmental purposes.

**4. CUSTOMER INFORMATION.** Customer hereby authorizes Gexa Energy to obtain Customer's current and historical usage data from the TDU, payment and credit history and other information reasonably requested by Gexa Energy. Customer agrees, upon request, to provide Gexa Energy with facility descriptions, operating information, ESI IDs and locations, and such other information available to Customer reasonably required by Gexa Energy. Customer will provide prior written notice to Gexa Energy if Customer's contact information (including telephone number) provided by Customer hereunder or in connection with this Agreement changes for any reason or if Customer no longer has authority to direct calls at the telephone number provided as contact number. Customer's monthly usage for all ESI IDs shall not depart materially from the expected usage of such ESI ID(s) as such usage is determined by Gexa Energy. Customer shall pay Gexa Energy any losses and/or costs and charges reasonably associated with such material departures from its expected usage (such charges, "Material Usage Deviation Charges"). If Customer is a multi-family housing customer and the agreement includes a master metered account or any other account meter that is sub-metered at any time during the term of the agreement entered into with such customer, Customer shall pay Gexa Energy any losses and/or costs and charges reasonably associated with such sub-metering (such charges, "Sub-metering Charges"). If Customer is not a Small Commercial Customer, Material Usage Deviation Charges and Sub-Metering Charges will be assessed to Customer in Gexa Energy's Monthly Charge(s) as an Additional Pass-Through Charge.

**5. ENROLLMENT.** Provided Customer has submitted complete and correct enrollment information to Gexa Energy, Gexa Energy shall use commercially reasonable efforts to submit market orders to ERCOT as are necessary for the TDU to enroll Customer's ESI ID(s) with Gexa Energy for electricity supply. Gexa Energy's submission of market orders may be delayed due to events beyond its reasonable control including, but not limited to, submission of an incomplete, improperly completed, unclear, or inaccurate enrollment documentation by or on behalf of Customer, as reasonably determined by Gexa Energy. Customer agrees to cooperate with Gexa Energy's efforts with respect to enrollment. Gexa Energy shall not be held liable to Customer for delay or failure in enrolling Customer's ESI ID(s) if such delay or failure was due in whole or in part to any cause beyond Gexa Energy's control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the ESI ID not existing, ESI ID not active or ESI ID is not the "first in", some or all the ESI IDs cannot be enrolled. In such case, Gexa Energy will use reasonable efforts to advise Customer of Customer's un-enrolled ESI IDs. All such un-enrolled ESI IDs shall be automatically deleted from service under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties) and such failure to enroll will be an early termination by Customer. Gexa Energy shall not be required to serve such un-enrolled ESI ID(s).

**6. TERM.** This Agreement shall become effective on the Effective Date with electric service commencing for each ESI ID on the Service Start Date and continuing thereafter for the Contract Term, as specified in the Enrollment Documents and the EFL.

If Customer is enrolled in a plan with a fixed Contract Term and upon expiration of such Contract Term, Customer's ESI ID(s) are not successfully switched by the TDU to another REP, or Gexa Energy and Customer do not enter into a new or renewal Agreement, this Agreement shall continue on a month-to-month basis and Customer shall be supplied under a default variable product plan until Gexa Energy and Customer enter into a new or renewal Agreement, or either Party terminates this Agreement and the TDU switches Customer's ESI ID(s) to another REP, or Gexa Energy terminates this Agreement and disconnects Customer's ESI ID(s) from supply as provided under this Agreement (such period, the "Holdover Period"). If Customer is a Small Commercial Customer, three contract expiration notices will be sent to Customer during the last third of your fixed Contract Term. The final contract expiration notice will be sent to you at least fourteen (14) days prior to your contract end date. The Holdover Period shall begin following the end of the fixed Contract Term.

If Customer is enrolled in a plan with a month-to-month term, this Agreement shall become effective as of the Effective Date, with electric service commencing for each ESI ID on the Service Start Date, and continuing thereafter month-to-month until Gexa Energy and Customer enter into a new Agreement, or either Party terminates this Agreement and the TDU switches Customer's ESI ID(s) to another REP, or Gexa Energy terminates this Agreement and disconnects Customer's ESI ID(s) from supply as provided under this Agreement.

**7. PRICING.** The price that Customer agrees to pay for the Energy Usage is as provided on the EFL. In addition to the price, Customer agrees to pay any Pass-Through Charges and all applicable Taxes which shall be reflected on

the monthly bill. Customer's accounts will be deemed taxable until proper tax exemption documentation is received by Gexa Energy. If Customer is a renewing customer and Customer has provided tax exemption documentation in connection with the previous agreement, Customer does not need to provide Gexa Energy with new tax exemption documentation if Customer's tax exempt status has not changed.

**FIXED RATE PRODUCT:** A fixed rate product has a Contract Term of three (3) months or more. During the Contract Term, Customer will pay the price set forth on the EFL. Such price may vary from the disclosed amount to reflect actual changes in the TDU charges, changes to recurring third party fees (including, but limited to, the ERCOT or TRE administrative fees), or in accordance with the "Change in Law" Section of this TOS, but otherwise will not change during the term.

**VARIABLE PRICE PRODUCT:** Variable price products are month-to-month contracts with a Contract Term of 31 days or less and for which the price may vary as determined by Gexa and as disclosed on the EFL. If Customer is enrolled in a variable price plan, the variable price is determined solely by Gexa Energy in its sole discretion. The variable price typically does not reflect business or market conditions (including current and future market prices) or changes to those conditions. The variable price will likely significantly exceed the price per unit under this Agreement and/or contract prices charged by other REPs to their customers. The following are some, but not all, of the material factors that can influence Gexa Energy's determination of the initial variable price and any subsequent changes to the variable price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and Gexa Energy's desired risk premiums on any pricing; (ii) Gexa Energy's supply position in the market and its comfort level with respect to those positions; (iii) Gexa Energy's expected gross margin, target gross and profit margins, and desired revenues; (iv) Gexa Energy's customer counts and attrition; and/or (ix) the prices charged by competitors. The variable price may also change in accordance with the "Change in Law" Section of this TOS.

**DEFAULT VARIABLE PRODUCT DURING THE HOLDOVER PERIOD:** During the Holdover Period, if any, Customer shall be served on a month-to-month basis under a default variable product plan. The price of the default variable product plan may change each month at the sole discretion of Gexa Energy. If Customer is a Small Commercial Customer, the initial price of such default variable product plan will be specified in the EFL that will be sent to Customer prior to the end of the fixed Contract Term. If Customer is not a Small Commercial Customer, the EFL may not be provided and the price of the default variable product plan is set forth on Gexa Energy's website at [www.gexaenergy.com](http://www.gexaenergy.com) in the "For Business" section under "Legal Notices and Terms".

**8. BILLING AND FEES.** Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder. Each bill will consist of the Monthly Charge (including Taxes), or multiple Monthly Charges, if Gexa Energy defers Monthly Charges as provided below, and Customer agrees to pay such Monthly Charges. Customer agrees to pay each such bill on or before sixteen (16) days (unless agreed otherwise in writing) after the billing date on Customer's invoice or the postmark date on the invoice envelope, whichever is later. Gexa Energy may elect to defer sending monthly bills for all periods where actual usage is not available from the TDU. If any amounts are not paid when due, Gexa Energy shall have the right to assess the Late Payment Penalty and may report delinquent balances and related information to a credit agency.

Gexa Energy may also assess a twenty-five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. Any payment that is returned unpaid or not processed by Customer's financial institution will be treated as if Gexa Energy received no payment at all. If Customer has two (2) or more returned payments during any twelve (12) month period, Customer shall pay the bills by money order or cash until the Parties agree otherwise in writing. Gexa Energy is not responsible for notifying Customer of dishonored checks or returned electronic payments. If Customer participates in the auto-bill-payment program or the Budget Billing Program and a Customer's payment is dishonored for any reason, Gexa Energy reserves the right to remove the Customer from the program.

If the TDU fails to timely obtain or transmit a meter reading, Gexa Energy reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. Gexa Energy will include or cause to be included in any subsequent bill from Gexa Energy, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. Gexa Energy may apply any credit balance on a particular ESI ID to a balance owed on any other Customer ESI ID. If Customer disputes a bill,



Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Gexa Energy, the Late Payment Penalty will be applied to such unpaid amounts. One time per calendar year, Customer may request a copy of its billing records at no charge. Any additional requests may result in a fee of five dollars (\$5) per bill period requested.

If Customer is a "governmental entity" as defined in the Prompt Payment Act ("PPA"), Tex. Government Code, Chapter 2251, then, notwithstanding any contrary provisions in this Agreement, a payment by Customer shall become overdue as provided in the PPA, billing disputes shall be resolved as provided in the PPA, and interest on overdue payments shall be calculated and remitted in accordance with the PPA. As provided in the PPA: (i) "governmental entity" means a state agency or a political subdivision of the state of Texas; (ii) "state agency" means (A) a board, commission, department, office or other agency in the executive branch of state government that is created by the constitution or a statute of the state of Texas, including a river authority and an institution of higher education as defined by Section 61.003 of the Education Code, (B) the legislature or a legislative agency, or (C) the Supreme Court of Texas, the Court of Criminal Appeals of Texas, a court of appeals, a state judicial agency, or the State Bar of Texas; and (iii) "political subdivision" means (A) a county, (B) a municipality, (C) a public school district, or (D) a special-purpose district or an authority.

**9. BUDGET BILLING PROGRAM.** If Customer is a Small Commercial Customer, Gexa Energy offers a budget billing program (the "Program") that allows qualified customers to pay an equal budget bill amount each month subject to the following terms. To qualify for the Program, Customer cannot be delinquent in payments to Gexa Energy.

The budget bill amount is calculated using the last twelve (12) months' usage history of the ESI ID(s), if available, adjusted by a representative annual growth factor of four percent (4%) or more, as determined by Gexa Energy for the initial 12-month term on the Program, multiplied by Customer's current price per kWh, plus any applicable Taxes or fees, all divided by twelve (12). Customer will be billed this amount each month for the next twelve (12) months. If less than twelve (12) months' usage history is available for the service address, Gexa Energy will project the budget bill amount. Customer is also responsible for paying any non-recurring charges from the TDU or other non-recurring third party fees in addition to Customer's budget bill amount. Customer will receive a statement with Customer's calculated budget bill amount after Customer has been accepted into the Program. Customer is responsible for paying the budget bill amount each billing cycle by the bill due date, even if the bill shows a credit balance. Participation in the Program does not cancel Customer's obligation to pay for all actual usage.

Gexa Energy may modify the Customer's budget bill amount at any time to reflect changes in Customer's usage, price (if applicable) or for other authorized reasons. In addition, if Customer has enrolled in the Budget Billing program, Customer will continue in the Program after Customer's fixed Contract Term has expired, if Customer has not switched to another REP or the Agreement has not been otherwise terminated. At that time Customer will receive a credit towards Customer's account, if Customer has paid Gexa Energy more than Customer owes. If Customer has paid Gexa Energy less than Customer owes, Customer must pay Gexa Energy the difference; but that difference will be amortized over the next twelve (12) month period and added to Customer's monthly program payment.

Notwithstanding the above paragraph, if Customer's participation in the Program or the Agreement is canceled or terminated for any reason or Customer's electric service is disconnected, any credit or unpaid balance will appear on the final or other subsequent bill. Customer may opt out of the Program at any time by providing written notification of the Customer's desire to be removed from the program to the following address: Gexa Energy; 20455 State Highway 249, Suite 200; Houston, TX 77070; Attention: Budget Billing, or Customer may opt out via email by sending notice to [budget.billing@gexaenergy.com](mailto:budget.billing@gexaenergy.com). Customer may also contact customer service at: (713) 961-9399 or toll-free (866) 961-9399 (outside Houston).

**10. CREDIT AND DEPOSIT REQUIREMENTS.** Gexa Energy reserves the right to request a credit history on an applicant or customer for service prior to offering service and require a deposit from anyone who does not meet Gexa Energy's credit standards. Gexa Energy may refuse to provide electric supply to any applicant or customer for one or more of the reasons specified in the PUCT Substantive Rule 25.477 (See <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf>), as amended.

If Gexa Energy determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, Gexa Energy may require Customer to pay an initial cash deposit or provide other credit support in an amount of no more than 20% of Customer's estimated annual billing. If, at any time, Gexa Energy determines in its

reasonable discretion that there has been a material adverse change in Customer's credit status or that Customer cannot demonstrate satisfactory creditworthiness, or if Customer fails to timely pay all amounts due or there otherwise exists a default with respect to Customer under this Agreement, Gexa Energy may require Customer to pay a cash deposit or provide other credit support in an amount reasonably satisfactory to Gexa Energy in addition to any existing or other cash deposit or credit support.

Notwithstanding the foregoing paragraphs, (i) Gexa Energy will not require an initial deposit from an existing Small Commercial Customer unless such Customer was late paying a bill more than once during the last twelve (12) months of service or had service terminated or disconnected for nonpayment during the last twelve (12) months of service, and (ii) Gexa Energy will not require an additional deposit from an existing Small Commercial Customer if the average of the customer's actual billings for the last twelve (12) months are at least twice the amount of the original average of the estimated billings and a termination or disconnection notice has been issued or the account disconnected within the previous twelve months.

Cash deposits held more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUCT and such accrued interest will be applied annually to Customer's account. After termination of this Agreement or disconnection of service, Gexa Energy will apply any cash deposit plus any unpaid accrued interest toward any outstanding balance on Customer's final bill and will refund any remaining deposit. Gexa Energy may apply any deposit on a particular ESI ID to a balance owed on any other ESI ID supplied hereunder. Any such cash deposit plus any unpaid accrued interest will be refunded once such Customer has made twenty-four (24) consecutive monthly payments without the assessment of any Late Payment Penalty.

**11. TERMINATION OF AGREEMENT BY CUSTOMER.** If Customer terminates this Agreement, in whole or in part as to any ESI ID(s), before the end of the Contract Term, Customer shall pay Gexa Energy the Early Termination Fee as well as all amounts due for electric service. If Customer terminates the Agreement, in whole or in part as to any ESI ID(s), after the end of the Contract Term, Customer shall pay Gexa Energy all amounts due for electric service. If Customer is a Small Commercial Customer, Customer may terminate this Agreement without penalty if Customer moves to another premises and provides Gexa Energy with evidence confirming that Customer has moved and Customer's forwarding address. If Customer terminates this Agreement as provided in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Payment Penalties, if applicable.

Customer and Gexa Energy agree that, whether imposed under this Section or the following Section of the TOS, the Early Termination Fee and any other amounts recoverable under this Agreement are a reasonable estimate of loss and not a penalty. Gexa Energy is not required to enter into any replacement transaction in order to determine or charge the Early Termination Fee.

**12. TERMINATION OF AGREEMENT AND DISCONNECTION OF CUSTOMER'S SERVICE BY GEXA ENERGY.** Gexa Energy reserves the right to terminate this Agreement and disconnect Customer's service under this Agreement if an Event of Default has occurred with respect to Customer. If service is terminated in accordance with this Section, Customer shall pay Gexa Energy any Early Termination Fee due as well as all amounts due for electric service. Gexa Energy will notify Customer of its intent to disconnect electric service at least ten (10) days prior to the effective date of the disconnection.

If payment in the amount specified in the disconnect notice is not received by the date specified in the notice, and a disconnection transaction has been processed by Gexa Energy, Customer's account will be charged a fifteen dollar (\$15) Disconnection Fee. This fee will be assessed regardless of whether Customer's electric service is actually disconnected by the TDU. In addition, Customer's account will be charged a fifteen dollar (\$15) Reconnection Fee in the event that Gexa Energy processes a reconnect transaction for the account. These fees are in addition to those disconnection and reconnection fees that may be assessed by Customer's TDU.

Disconnection of electric service by Gexa Energy will not excuse Customer from paying any outstanding amounts owed to Gexa Energy. Gexa Energy may also disconnect Customer's electric service on any other grounds permitted by PUCT Substantive Rule 25.483 (See <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.483/25.483.pdf>), as amended. Gexa Energy may arrange for service to be disconnected without prior notice to Customer if one or more of the following conditions or events occur: there exists a known dangerous condition; service has been connected without authority by a person

who has not made application for service; service has been reconnected without authority after disconnection for nonpayment; there has been tampering with the equipment of the transmission and distribution utility, municipally owned utility, or electric cooperative; or where there is evidence of theft of service.

**13. TITLE, RISK OF LOSS AND INDEMNIFICATION.** Title and risk of loss to the electricity sold hereunder shall pass from Gexa Energy when it is delivered to the Seller Delivery Point. Customer shall indemnify and defend Gexa Energy and its affiliates from all claims for any loss, damage, or injury to persons or property arising from or relating to the distribution or consumption of electricity at the Customer Delivery Point of or downstream of the Customer Delivery Point.

**14. FORCE MAJEURE.** Gexa Energy shall be excused from performance of its obligations under this Agreement, in whole or in part, to the extent caused by and during an event of Force Majeure (as defined herein); provided that Gexa Energy shall provide notice of such event to Customer and use commercially reasonable efforts to avoid the effects of such event and resume performance as soon as is commercially practicable. As used herein, "Force Majeure" means any act, condition, event or occurrence that is beyond Gexa Energy's reasonable control including, without limitation, an act of God or public enemy, storm, earthquake, or other natural forces, war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, including the TDU.

**15. CHANGE IN LAW.** Notwithstanding any provision to the contrary in this Agreement, (i) if Customer is a Small Commercial Customer and there are any changes in the Transmission and Distribution Utility (TDU) charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs, Gexa Energy may adjust the price or pass-through such new or modified fees or costs to Customer; or (ii) if Customer is not a Small Commercial Customer and there is a Change in Law and such Change in Law results in Gexa Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in Gexa Energy's Monthly Charge(s) as an Additional Pass-Through Charge.

**16. NONDISCRIMINATION.** Gexa Energy does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Gexa Energy does not and will not boycott Israel during the term of this Agreement.

**17. WAIVER OF CUSTOMER RIGHTS AND PROTECTIONS.** If Customer is not a Small Commercial Customer, Customer waives its rights under the Substantive PUCT Customer Protection Rules for Retail Electric Service with the exception of the provisions in Substantive PUCT Rules 25.495, 25.481, and 25.485(a)-(b), as amended.

**18. REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to Gexa Energy that (A) Customer's representative is at least eighteen (18) years of age and is legally authorized to enter into this Agreement on behalf of Customer and select Gexa Energy as Customer's REP; (B) Customer's representative is authorized to direct phone calls to the telephone number provided as contact number; (C) it has full power and authority with respect to the respective service location(s) to which the ESI ID(s) pertain; and (D) it is a commercial, non-residential user of electricity.

**19. DISCLAIMER OF WARRANTY.** GEXA ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**20. LIMITATION OF LIABILITY.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (OTHER THAN PROFITS TO GEXA EXPECTED BY CUSTOMER'S DUE PERFORMANCE UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT NO REP, INCLUDING GEXA ENERGY, EXERCISES INDEPENDENT CONTROL OVER TDU'S FACILITIES NECESSARY FOR THE DELIVERY OF ELECTRICITY, AND GEXA ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR THE OPERATIONS OF THE TDU OR FOR INTERRUPTION, TERMINATION, OR DETERIORATION OF TDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

**21. FORWARD CONTRACT.** The Parties agree that this Agreement is a "forward contract" and that Gexa Energy is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof. The text of these referenced Bankruptcy Code provisions may be found at [http://uscode.house.gov/download/title\\_11.shtml](http://uscode.house.gov/download/title_11.shtml).

**22. ATTORNEY'S FEES.** If Customer fails to timely pay amounts due under this Agreement and Gexa Energy refers Customer's outstanding balance to an attorney or collection agent for collection, or if Gexa Energy files a lawsuit in connection with this Agreement or to collect Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay Gexa Energy its reasonable fees and expenses (including reasonable attorney's fees) incurred by Gexa Energy in connection therewith.

**23. AMENDMENT.** Except as otherwise provided in the TOS, this Agreement may not be amended except by a written amendment signed by both Customer and Gexa Energy.

**24. SEVERABILITY.** If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

**25. HEADINGS.** Headings are for the convenience of the Parties and shall be ignored for purposes of interpreting this Agreement.

**26. BROKERS.** If Customer's transaction under this Agreement was facilitated by one or more third party vendors including, without limitation, vendors that provide brokering services, Customer hereby grants Gexa Energy the right to share all Customer information with such third party vendors.

**27. ASSIGNMENT.** Gexa Energy may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Gexa Energy, which consent shall not be unreasonably withheld. Gexa Energy may deny such assignment based on the creditworthiness of the assignee, as determined by Gexa Energy in its reasonable discretion. Any purported assignment or delegation in violation of these provisions shall be void.

**28. COUNTERPARTS.** With respect to a written enrollment, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**29. WAIVER.** No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement, shall be construed as a waiver of any such right, or any other default whether of a like kind or different nature.

**30. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of Texas, including any rules promulgated by or orders issued by the PUCT and/or ERCOT, and exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Harris County, Texas.

**31. NON-DISCLOSURE.** Customer agrees to keep all terms and provisions of this Agreement confidential and not to disclose such terms to any third parties without the prior written consent of Gexa Energy.

**32. LIMITED AUTHORIZATION AND WAIVER.** An action authorized to be taken by Gexa Energy for, or on behalf of, Customer under this Agreement is limited to such action, and does not result in imposition on Gexa Energy to take any further action or refrain from taking action. Customer hereby waives, any other duties imposed on Gexa Energy of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

**33. NOTICES.** Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by first class or certified (prepaid) mail, e-mail, courier service or facsimile. Notwithstanding the previous sentence, Gexa Energy may send any notice to Customer using any method, including e-mail, permitted by applicable law. Gexa Energy's mailing address and facsimile number to be used for any notices that shall be given to or served on Gexa Energy by Customer are set forth at the top of this TOS. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by Gexa Energy are set forth in the Enrollment Documents.

Notice delivered by first class or certified mail (prepaid) shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile or e-mail shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

**34. PUCT RULES.** Certain "Substantive Rules" of the PUCT referenced in this Agreement may be found at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>.

**35. SUMMARY OF GEXA ENERGY NON-RECURRING CHARGES.** Gexa Energy non-recurring charges set forth above are summarized below. These do not include any non-recurring charges which may be imposed by the TDU (which will be shown in Customer's bills for payment by Customer), including those arising from a move-in or switch, such as self-selected meter reads, service connection, disconnection, or reconnection fees, and fees such as meter tampering charges. These also do not include charges for early termination or in connection with a termination arising from an Event of Default. Customer should review the relevant provisions of this TOS for specific terms and conditions concerning these charges.

- **Additional Copy of Billing Records: \$5.00 per bill period requested ("Billing and Fees" section)**
- **Late Payment Penalty: 5% of past-due balance ("Billing and Fees" section)**
- **Insufficient Funds: \$25 per transaction ("Billing and Fees" section)**
- **Disconnection Fee: \$15 ("Termination of Agreement, and Disconnection of Customer's Service by Gexa Energy" section)**
- **Reconnection Fee: \$15 ("Termination of Agreement, and Disconnection of Customer's Service by Gexa Energy" section)**
- **Material Usage Deviation Charges incurred in connection with a Customer that is a Small Commercial Customer ("Customer Information" section)**
- **Sub-Metering Charges incurred in connection with a Customer that is a Small Commercial Customer ("Customer Information" section)**

**36. SURVIVAL.** Notwithstanding any provision to the contrary in this Agreement, the provisions of this TOS regarding indemnity, disclaimers, limitation of liability, attorney's fees, governing law and venue, waivers and all other provisions which by their nature should survive termination shall survive termination of this Agreement. Provisions that require Customer to pay amounts due to Gexa Energy, as well as any remedies in favor of Gexa Energy to enforce

those obligations, shall survive the termination of this Agreement and continue in full force and effect so long as there remain continuing obligations of Customer under this Agreement.

**37. WAIVER OF TRIAL BY JURY.** TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**38. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

**YOUR RIGHTS AS A CUSTOMER**  
**Texas Residential and Small Commercial Customers**

Por favor refierse a la parte interior de este document para leer esta informacion en espanol.

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted. You may view the PUCT's rules at:

<http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>

**Reporting Outages. 24 HOUR POWER OUTAGE REPORTING:** If you need to report a power outage, please contact your appropriate transmission and distribution utility (TDU) directly:

ONCOR ELECTRIC DELIVERY: (888) 313-4747  
ONCOR ELECTRIC DELIVERY (FORMERLY SHARYLAND): (800) 545-4513  
CENTERPOINT ENERGY: (800) 332-7143  
AEP TEXAS NORTH and AEP TEXAS CENTRAL: (866) 223-8508  
TEXAS NEW MEXICO POWER: (888) 866-7456

NAME:	Gexa Energy, LP d/b/a Gexa Energy
PUCT REP CERTIFICATION NUMBER	10027
INTERNET ADDRESS	<a href="http://www.gexaenergy.com">www.gexaenergy.com</a>
EMAIL ADDRESS	Commercial: <a href="mailto:tx@gexaenergy.com">tx@gexaenergy.com</a> Residential: <a href="mailto:customercare@gexaenergy.com">customercare@gexaenergy.com</a>
MAILING ADDRESS	20455 State Highway 249, Suite 200 ATTN: Contract Administration Houston, TX 77070
TELEPHONE NUMBER	Commercial: (866) 531-GEXA (4392) Residential: (713) 961-9399 or toll-free (866) 961-9399 (outside Houston)
OFFICE HOURS OF OPERATION	Commercial: 8:00 am - 5:00 pm Central Time, Monday - Friday Residential: 7:00 a.m. - 8:00 p.m., Central Time, Monday - Friday and 8:00 a.m. - 2:00 p.m., Central Time, Saturday. Closed Sundays and holidays.
FAX NUMBER	Commercial: (866) 578-GEXA (4392) Residential: (713) 961-7997 or toll-free (877) 961-9369 (outside Houston)



## **Public Utility Commission of Texas Information (PUCT):**

Address:  
Consumer Protection Division,  
PO Box 13326  
Austin, TX 78711-3326

Telephone Number:  
888-782-8477; 800-735-2988 (TTY)

Online:  
[www.puc.texas.gov](http://www.puc.texas.gov)

Email:  
customer@puc.texas.gov

## **CHOICE OF LANGUAGE:**

**You have the right to receive certain information in English, Spanish, or the language in which Gexa Energy's services were marketed to you. These items include the Terms of Service agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. Please contact Gexa Energy to request that this information be provided to you in Spanish or any language in which our services were marketed to you. You will receive this YRAC and disconnection notices in English and Spanish, or English and your designated language, if you have requested a language other than Spanish in which Gexa Energy services were marketed to you.**

## **SERVICE ISSUES:**

**Unauthorized Change of Service Provider or "Slamming".** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should contact your chosen REP and request assistance. The affected REPs, TDU and ERCOT will work together to return you to your chosen REP, if appropriate in accordance with the market processes approved by the PUC.

If a REP is serving your account without proper authorization, the REP must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service from either: (i) the date you are returned to your original REP, or (ii) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

## **BILLING ISSUES:**

**Unauthorized Charges or "Cramming".** Before any new charges are included on your electric bill, Gexa Energy must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. If you believe your electric bill includes unauthorized charges, you may contact Gexa Energy to dispute such charges and you may



file a complaint with the PUCT. Gexa Energy will not seek to disconnect your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, Gexa Energy will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited.

You may request all billing records from Gexa Energy related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Gexa Energy will not re-bill you for any charges determined to be unauthorized. PUCT on the amount of any unauthorized charge until it is refunded or credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Gexa Energy will not re-bill you for any charges determined to be unauthorized.

**Deferred Payment Plans and Other Payment Arrangements.** If you cannot pay your bill, please call Gexa Energy immediately. Gexa Energy may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a "deferred payment plan." A deferred payment plan allows you to pay an outstanding balance in installments that extend beyond the due date of the current bill. Gexa Energy may require an initial payment to initiate the deferred payment plan. If you express an inability to pay your bill, Gexa Energy must offer you a deferred payment plan unless you have been disconnected during the preceding 12 months, have submitted more than two payments during the preceding 12 months that were found to have insufficient funds available, or you have been a Gexa Energy customer for less than 3 months and do not have sufficient credit or payment history with another REP.

All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more (unless due to theft of service).

A deferred payment plan may include a 5% late payment penalty.

**Financial and Energy Assistance.** If you are a residential customer, and contact us and indicate that you are unable to pay your bill, we will inform you of all applicable payment options and payment assistance programs that are offered by or available from Gexa Energy. If you receive food stamps, Medicaid, TANF or SSI from the TDHS, or if your household income is not more than 125% of the federal poverty guidelines, you may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). You may contact TDHCA by emailing your question to [info@tdhca.state.tx.us](mailto:info@tdhca.state.tx.us), calling 800.525.0657, faxing 800.733.5120, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941.

Gexa Energy must also offer level or average payment plans to customers that are not currently delinquent in payment. Gexa Energy does not offer any special services such as readers or notices in Braille or TTY or any other programs for customers with physical disabilities.

**Discounts for Low-Income Customers.** For each month in which the PUCT makes State funds available, Gexa Energy will provide a discount on the electric bill for low-income customers who meet the eligibility requirements. This discount is referred to as the Low Income Telephone and Electric Utilities Program of Texas (LITE UP Texas). Customers are automatically eligible for LITE UP if they are enrolled in a Texas Health and Human Services Commission (HHSC) program, or may self-enroll if they meet the eligibility requirements in PUCT Substantive Rule 24.454 available at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.454/25.454ei.aspx>. Please contact Gexa Energy for more information regarding these discounts and eligibility requirements. Customers qualified for the LITE UP Texas program are eligible to pay any required deposit that is greater than \$50

in two installments. The first installment shall be due no earlier than ten days, and the second installment no sooner than 40 days, after the issuance of written notification to the applicant of the deposit requirement.

**Meter Reading and Testing.** Please contact Gexa Energy for information regarding how to read your meter. The meter located on your premise can be tested once every four years at no cost to you. If you wish, Gexa Energy can send a standard electronic request for the test to the TDU on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDU. The TDU provides test results, including the test date, testing person and, if applicable, the removal date of the meter.

## **DISCONNECTION ISSUES:**

**Disconnection of Service.** The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations), your TDU may disconnect your electric service without prior notice to you. Additionally, Gexa Energy may be allowed to seek to have your electric service disconnected for any of these reasons: (i) failure to pay a bill owed to Gexa Energy or to make a deferred payment arrangement by the date of disconnection, (ii) failure to comply with the terms of a deferred payment arrangement or other payment agreement made with Gexa Energy, (iii) using service in a manner that interferes with the service of others or the operation of nonstandard equipment, and/or (iv) failure to pay a deposit required by Gexa Energy. Prior to disconnecting your service for these reasons, Gexa Energy must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless Gexa Energy's and the TDU's personnel are available to take payments and service can be reconnected.

Your service cannot be disconnected for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay any disputed charges until Gexa Energy or the PUCT determines the accuracy of the charges and you have been notified of this determination;
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or is based upon an estimated meter read by the TDU;
- if Gexa Energy receives notification by the due date stated on your disconnection notice that an energy assistance provider is forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment;
- for non-payment during an extreme weather emergency (as defined), and upon request, Gexa Energy must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform Gexa Energy, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with Gexa Energy and have the ill-person's attending physician contact Gexa Energy and submit a written statement attesting to the necessity of electric service to support the ill person's life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.
- Failure to pay charges resulting from an under-billing, except theft of service, more than six months prior to the current billing.

If, however, you have a Chronic Condition Residential Customer designation, you and any secondary contact listed on the PUCT-approved application form will receive written notice of Gexa Energy's intent to disconnect service no later than 21 days prior to the date that service will be disconnected.

**Restoration of Service:** If your service has been disconnected for non-payment or for reasons other than a dangerous situation, Gexa Energy will, upon satisfactory correction of the reasons for the disconnection and payment of appropriate all applicable fees and amounts due, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to the TDU that you have corrected the dangerous situation and Gexa Energy is notified that such corrective action is completed

## **DISPUTES:**

**Complaint Resolution.** Please contact Gexa Energy if you have specific comments, questions or complaints. Upon receipt of a complaint, Gexa Energy will investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review. Gexa Energy will advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT or the Office of the Attorney General, Consumer Protection Division. For a PUCT complaint, please include sufficient information to identify you and the REP about which the complaint is made and describe the issue specifically.

The following information should be included in the complaint: (i) the account holder's name, billing and service addresses, and telephone number; (ii) the name of the REP or aggregator; (iii) the account number or electric service identifier (ESI ID); (iv) an explanation of the facts relevant to the complaint; (v) your requested resolution; and (vi) any documentation that supports the complaint, including copies of bills or terms of service documents. For a complaint involving a disputed bill, Gexa Energy will not initiate collection activities or terminate or disconnect service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Gexa Energy may disconnect your service for non-payment of any undisputed portion of the bill.

## **OTHER PROTECTIONS:**

**Do Not Call Lists.** Texans may register a residential telephone number for the "Do Not Call" list. Placing your name, address and telephone number on this list will identify you as someone who does not wish to receive telemarketing calls at home. However, telemarketers may contact customers with whom they have an established business relationship; if the customer requests contact; to collect a debt; on behalf of a non-profit organization or charity if the call does not meet the definition of a "telephone solicitation" by attempting to make a sale or gather information that will lead to a sale; or if the telemarketer is a state licensee (for example insurance or real estate agent, etc.); and the call is not made by an automated device; the solicited transaction is completed with face-to-face presentation to finalize a sales transaction and make payment, and; the consumer has not previously told the licensee that the consumer does not wished to be called.

You may register for the "Do Not Call List" in three ways: online at [www.texasnocall.com](http://www.texasnocall.com), toll free at 866-TXNOCAL(L) (866-896-6225) or write Texas No Call PO Box 313 E. Walpole, MA 02032. You may be required to pay a fee not to exceed \$5.00 to register a telephone number and the number will remain on the Do Not Call list for three years. Online registration at [www.texasnocall.com](http://www.texasnocall.com) is now free. Your registered residential telephone number(s) will remain on this list for three years. Business telephone numbers **cannot** be registered on this list.

If you are a business customer, the "Electric No Call" list has been created to prevent calls from REPs and telemarketers calling about your electric service. There is a registration charge of \$2.55 for each number placed on the "Electric No Call" list. Numbers placed on this list will remain on the list five years. Only business numbers can be added to the "Electric No Call" list. Lists will be updated and published for

telemarketers on a quarterly basis. Within 60 days of the date your number appears on a published list, you should stop receiving telemarketing calls. If you continue to receive telemarketing calls after the 60th day, contact the PUCT or the Office of the Attorney General, Consumer Protection Division, 1-800-621-0508. To sign up for either list, visit [www.texasnocall.com](http://www.texasnocall.com). For an application or to register by phone using your Visa or MasterCard, call toll-free 866-TXNOCAL(L) (866.896.6225). To request an application in writing, send your request and personal check, money order, or credit card information to TEXAS NO CALL, P.O. Box 313, E. Walpole, MA 02032.

**Privacy Rights.** Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUCT, an agent of your REP, consumer reporting agencies, law enforcement agencies or your TDU. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise.

**Critical Care or Chronic Condition Residential Customer.** You have a right to apply for Critical Care Residential Customer designation if you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent on an electric-powered device to sustain life. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUC-approved form must be submitted by fax or other electronic means directly to the TDU by a physician. The TDU will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify Gexa Energy about your status. If Qualification as a critical care residential customer does not relieve you of the obligation to pay the Gexa Energy for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Gexa Energy immediately regarding possible deferred payment options or other assistance that may be offered.

**Electricity Facts Label (EFL)**  
**Gexa Energy – Fixed Rate, Small Commercial**  
**AEP - Texas Central**  
**Issue Date: JUNE 27, 2022**

Electricity price	<table><tr><td>Average Monthly Use</td><td>1,500 kWh</td><td>2,500 kWh</td><td>3,500 kWh</td></tr><tr><td>Average price per kWh</td><td>13.80¢</td><td>14.40¢</td><td>14.40¢</td></tr><tr><td colspan="4"></td></tr><tr><td>TDU Delivery Charges per Month</td><td>\$7.67</td><td>\$15.54</td><td>\$15.54</td></tr><tr><td>TDU Demand per kVA/kW</td><td>\$0</td><td>\$11.130461</td><td>\$11.130461</td></tr><tr><td>TDU Delivery Charges per kWh</td><td>\$0.045299</td><td>\$0.001142</td><td>\$0.001142</td></tr></table>				Average Monthly Use	1,500 kWh	2,500 kWh	3,500 kWh	Average price per kWh	13.80¢	14.40¢	14.40¢					TDU Delivery Charges per Month	\$7.67	\$15.54	\$15.54	TDU Demand per kVA/kW	\$0	\$11.130461	\$11.130461	TDU Delivery Charges per kWh	\$0.045299	\$0.001142	\$0.001142
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	TDU Demand per kVA/kW	\$0	\$11.130461	\$11.130461																								
	TDU Delivery Charges per kWh	\$0.045299	\$0.001142	\$0.001142																								
<p>The Average Price calculations incorporate 7kW demand for 1500 kWh, 11 kW demand for 2500 kWh and 16 kW demand for 3500 kWh based on a 30% load factor. The price you pay each month includes the Energy Charge and TDU Delivery Charges in effect for the monthly billing cycle. Taxes, if applicable, are a separate, additional charge. Some locations may be subject to a TDU Underground Facilities and Cost Recovery charge authorized by their city that is not included in the total average price shown. For more details, see your TDU service tariff for a listing of cities and authorized charges.</p>																												
<table><tr><td>Energy Charge</td><td>\$0.088030</td><td>per kWh</td></tr></table>				Energy Charge	\$0.088030	per kWh																						
Energy Charge	\$0.088030	per kWh																										
Other Key Terms and Questions	<p>See the Terms of Service for a full listing of fees, deposit policy, and other terms.</p>																											
Disclosure Chart	Type of Product		Fixed Rate																									
	Contract Term		36 Month(s)																									
	Do I have a termination fee or any fees associated with terminating service?		Yes. If service provided by Gexa Energy to one or more ESI IDs is terminated before the end of the Contract Term, Customer is required to pay Gexa Energy the “Early Termination Fee” for each such terminated ESI ID. The Early Termination Fee is equal to two (2) times the Average Monthly Charge (as defined in the Terms of Service) for each year and partial year of the remaining Contract Term for each such terminated ESI ID.																									
	Can my price change during contract period?		Yes																									

	how will it change, and by how much?	charges from the TDU, changes to the ERCOT, PUCT, Texas Regional Entity or other administrative fees, or other costs and expenses incurred by Gexa Energy as provided in the "Change in Law" section of the Terms of Service.
	What other fees may I be charged?	Please see "Summary of Gexa Energy Non-recurring Charges" and "Definitions" sections of the Terms of Service for a complete listing.
	Is this a pre-pay or pay in advance product?	No
	Does the REP purchase excess distributed renewable generation?	No
	Renewable Content	This product is 6% renewable.
	The statewide average for renewable content is	29%
	<p style="text-align: center;"> Gexa Energy, LP  20455 State Highway 249, Suite 200  Houston, TX 77070  <a href="http://www.gexaenergy.com">www.gexaenergy.com</a>  <a href="mailto:tx@gexaenergy.com">tx@gexaenergy.com</a>  Monday - Friday: 8:00 a.m. - 5:00 p.m., CT  Closed holidays.  Toll Free: 1-866-961-9399  PUCT No. 10027  Version No: TCC_0622_ 0.08803_36 </p>	

**2-G      CONSIDERATION AND APPROVAL OF A CONSTRUCTION  
CONTRACT WITH SPAWGLASS REGARDING THE VETERANS  
BRIDGE PROJECT.**



600 W. INTERSTATE 2, PHARR, TEXAS 78577-1231 | 956.702.6100 | WWW.TXDOT.GOV

June 16, 2022

Mr. Pete Sepulveda, Jr.  
Executive Director, CCRMA  
3461 Carmen Avenue  
Rancho Viejo, Texas 78575

**RE: Veterans Port of Entry Expansion Lanes**  
**CSJ: 0921-06-313**  
**Subject: Award Project**

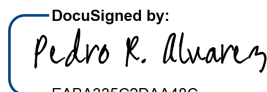
Dear Mr. Sepulveda,

We have completed our review of the bid package and analysis that was included with the Cameron County Regional Mobility Authority (CCRMA) letter dated May 9, 2022. TxDOT concurs with awarding the contract to SpawGlass Contractors, Inc. with their low bid amount of \$15,441,485.86. The CCRMA may now award the contract and move forward with construction operations.

Yahaira Marroquin out of the San Benito Area Office will serve as our construction project manager and will be your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advanced Funding Agreement. In addition, and as a reminder, the local government construction procedures that the CCRMA will need to follow can be found at <https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>.

If you have any questions, feel free to call me or our Advanced Project Delivery Supervisor Margil Maldonado Jr., P.E. at (956) 702-6134.

Sincerely,

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

Cc:

Rex A. Costley, P.E., Pharr District, Deputy District Engineer  
Norma Garza, P.E., Pharr District, Director of Transportation Planning & Development  
Andres Espinoza, P.E., Pharr District, San Benito Area Engineer  
Margil Maldonado Jr., P.E., Pharr District, Advanced Project Delivery Supervisor  
Isaac Garza, P.E., Pharr District, Project Manager, Advanced Project Delivery Section  
Yahaira Marroquin, Pharr District Project Manager, San Benito Area Office  
Lulu Mayorga, CPM, CCRMA, Project Manager

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Connecting You With Texas

An Equal Opportunity Employer



**CONTRACT BETWEEN THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND SPAWGLASS CONTRACTORS, INC.**

\*\*\*\*\*

BID NO. 2022-VETS-1  
VETERANS INTERNATIONAL BRIDGE POV EXPANSION

\*\*\*\*\*

This Contract between the Cameron County Regional Mobility Authority (the “Authority”) and SpawGlass Contractors, Inc.(the “Contractor”) is hereby entered into and agreed to as of the 30th day of June 2022, (the “Effective Date”) and the parties agree to certain terms and conditions, as follows (the “Contract”):

**1.0 Definitions, Cross-references.**

- 1.1 Authority.** Any reference herein to the “Authority” shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Contractor.** Any reference herein to the “Contractor” shall be interpreted to mean the same as SpawGlass Contractors, Inc.
- 1.3 The Contract.** The Contract is comprised of the Contract, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.
- 1.4 The Contract Documents.** The Contract Documents consist of this document, the bid package for Bid No. 2022-VETS-1, which include, but are not limited to the Plans, Drawings, Specifications, Special Provisions, General Conditions, Special Conditions, Contract Bonds, Change Orders, Addendums, Supplemental Agreements, and the Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- 1.5 Provision of All Things Required.** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 1.6 Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between

Owner and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.

- 1.7 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Contract, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.8 Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.9 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- 1.10 Persons.** “Person” means a natural person, a trust, an estate, corporation, partnership, limited liability company, or other form of entity.
- 1.11 Contractor-related Persons.** The “**Contractor-related Persons**” are: (i) Contractor; (ii) Contractor’s representative; (iii) all subcontractors and other Persons involved in the performance of the Work that are required by this Contract to be managed or supervised by Contractor; (iv) the shareholders, members, managers, partners, and affiliates of the Persons described in items (i) through (iii); and, (v) the officers, managers, directors, employees, and agents of the Persons described in items (i) through (v).
- 1.12 Authority-related Persons.** The “**Authority-related Persons**” are: (i) the Authority; (ii) the Authority’s representative(s); (iii) the respective directors, members, managers, partners, and affiliates of the Persons described in items (i) through (ii); and, (iv) any officers, managers, directors, employees, and agents of the Persons Described in items (i) through (iii).
- 2.0 Contractor’s Representations.** In order to induce the Authority to execute this Contract and recognizing that the Authority is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Contractor is fully qualified to perform the Work. The Contractor is registered with the State of Texas, is eligible to work on Federal Projects, and is prequalified by the Texas Department of Transportation to perform the Work.

- 2.2 The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work until the Contractor's duties under this Contract have been fully satisfied.
- 2.3 The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel and financial capability to perform the Work in accordance with the terms of this Contract.
- 2.4 Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and the local conditions under which the Work is to be performed, and the Contractor has reviewed the Authority's concerns, if any, as are necessary to determine the conditions under which the Work will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.
- 2.5 The Contractor assumes full responsibility to the Authority for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Work.
- 2.6 Any representation or information submitted by the Contractor shall be true and correct in all material respects, and the Contractor acknowledges that the CCRMA is relying on such representation or information to its detriment.
- 2.7 The Contractor shall comply fully and timely with any condition of this Contract.

### **3.0 Contract Time.**

- 3.1 **Notice of Commencement.** After the Authority has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the Authority in its sole and absolute discretion, the Authority shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date").
- 3.2 **Time for Completion.** The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than two-hundred thirty-five (235) working days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The Contractor may have up to an additional ten (10) calendar days for Final Acceptance after the Scheduled Completion Date. The number of working days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". The Contract Time includes the mobilization and materials procurement period.

**3.2.1** Unless otherwise described herein, all references to “days” shall be calendar days (in the case that the last day falls on a Saturday, Sunday, or legal holiday, then the period of time shall automatically extend to include the next work day).

**3.2.2** In the event that the Contractor fails to substantially complete the Work on or before the Scheduled Completion Date, then, commencing on the first day following the Scheduled Completion Date, liquidated damages shall begin accruing at the rate of \$1,179.00 per day and shall continue accruing each day until the Work is substantially complete.

#### **4.0 Contract Price.**

**4.1** The total not-to-exceed (NTE) value of the Contract is the amount of **FIFTEEN MILLION FOUR HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED FORTY-FIVE AND 86/100 DOLLARS (\$15,441,845.86)** to be paid in accordance with the provisions herein. The Contractor exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Contractor to modify its bid by executing a Change Order.

#### **5.0 Work.**

**5.1** The Contractor shall perform all Work necessary to complete the Project in accordance with this Contract.

**5.2 Work Defined.** The terms “Work” and “Project Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties relating to the installation of the Project under the Contract, including, without limitation, the following:

**5.2.1** Construction of the whole and all parts of the Project in full and strict conformity with this Contract;

**5.2.2** The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, and things required for the installation of the Project;

**5.2.3** The furnishing of any required bonds and insurance as required by the Contract;

**5.2.4** The furnishing of all warranties required by the Contract;

**5.2.5** The furnishing of all other services and things required or reasonably inferable from the Contract Documents; and,

**5.2.6** All things necessary or inferable from the Contract Documents necessary for the proper and complete performance of the Work.

**6.0 Authority's Obligations.** Pursuant to the Contract, the Authority agrees to perform any obligations of the Authority as detailed herein.

**6.1** The Authority shall review any documents submitted by the Contractor requiring the Authority's decision, and shall render any required decisions pertaining thereto.

**6.2** In the event that the Authority knows of any material fault or defect in the Work, nonconformance with the Contract, or any other errors, omissions, or inconsistencies, the Authority shall give prompt notice thereof in writing to the Contractor.

**6.3** The Authority shall provide the Contractor with access to the site and to the Work, and shall provide the Contractor with such information, existing and reasonably available, necessary to the Contractor's performance of the Contract as the Contractor may request.

**6.4** The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations; however, securing any necessary licenses, permits, approvals, or other necessary authorizations shall at all times be the Contractor's sole obligation pursuant to section 2.2 herein.

**6.5** The Authority shall perform the duties set forth herein in a reasonably expeditious fashion so as to permit the orderly and timely progress of the Work.

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

**6.7 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Contractor 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 Contractor's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Contractor has been paid any sums not due, then such sums shall be reimbursed by the Contractor to the Authority within two (2) Working Days of written demand by the Authority.

## **7.0 Payments.**

- 7.1** To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed payment application for work previously performed for the Authority by delivering such application to the Authority pursuant to section 10 herein. Notwithstanding any other provision of the Contract Documents, in no event will the Authority be liable for any payment to the Contractor under the Contract Documents until such time as the applicable payment application is approved by the Authority's A/E consultant.
- 7.2** Before the first payment application, the Contractor will submit to the Authority a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Authority may require. The schedule of values will separately itemize each major component of the Work and will not change during performance of the Work.
- 7.3** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed, as follows:
- 7.3.1** take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated that portion of the Work in the Contractor's schedule of values approved by the Authority;
  - 7.3.2** subtract retainage with respect to such Work as more specifically set forth herein;
  - 7.3.3** add that portion of the Contract Price properly allocable to Materials and Equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or if approved in advance by the Authority, suitably stored off the site at a location agreed upon in writing);
  - 7.3.4** subtract the aggregate of previous payments made by the Authority;
  - 7.3.5** subtract the shortfall, if any, indicated by the Contractor in the documentation required to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Authority in such documentation; and,
  - 7.3.6** subtract amounts, if any, for which the Authority has withheld payment pursuant to the Contract Documents.
- 7.4** The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.

**7.5** At a minimum, each payment application shall detail the following information:

- 7.5.1.1** Unique payment application number
- 7.5.1.2** Contractor's name, address, and telephone number
- 7.5.1.3** Date of payment application and/or billing period
- 7.5.1.4** Applicable Contract No.
- 7.5.1.5** Brief description of the Work performed rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
- 7.5.1.6** Supporting documentation for the payment application

**7.6** Together with each application for payment, Contractor shall deliver a partial release of lien in the form required by the Authority current through the date of the application for payment. When required by the Authority, the Contractor shall also deliver with each application for payment a partial release from each subcontractor and supplier through the date of the application for payment. Contractor shall deliver with the application for final payment a final release of lien in the form required by the Authority. The Contractor's delivery of the required releases to the Authority for approval, and the Authority's approval of the applications for payment, are conditions precedent to the Authority's obligation to pay each application for payment. Another condition precedent to the Authority's approval and payment of each application for payment is the Authority receiving a recommendation from the Authority's representative or the Authority's designated Engineer. The Authority has no obligation with respect to the proper disposition or application of any moneys paid by the Authority to the Contractor. The Contractor releases all claims against the Authority and any Authority-related person for consequential, special, or punitive damages suffered by any Contractor-related person, including lost profits and business interruption.

**7.7** For each application for payment prior to the Scheduled Completion Date, the Authority may withhold the amount of five percent (5%) as retainage from the payment otherwise due. No interest shall be payable on any amounts retained.

**7.8** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements herein are fulfilled as determined by the Authority in its sole and absolute discretion. The Authority reserves the right to issue payments in the form of joint checks in the event that the Authority determines in its sole and absolute discretion that doing so is in its best interests.

**7.9** The Authority will pay the entire unpaid balance of the Contract Price ("Final Payment") to the Contractor upon satisfaction of all conditions contained in the Contract Documents. Acceptance of the Final Payment by the Contractor will constitute a release by the Contractor of all claims against the Authority except for the claims identified by the Contractor as unsettled on the Contractor's application for Final Payment.

## **8.0 Additional Obligations of the Contractor.**

- 8.1** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 8.2** The Contractor agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Contract in addition to the scheduling and reporting requirements under the Contract.
- 8.3** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.
- 8.4** Compliance with Federal and State Laws. All work performed by the Contractor, pursuant to the Contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes, and ordinances.
- 8.5 Insurance Requirements.**

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

**8.5.1.1 Commercial General Liability Insurance.** An original certificate evidencing Commercial General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$1,000,000.00 each occurrence and \$2,000,000.00 in aggregate). If the policy is a "claims-made" policy, then the policy must provide a retroactive date which must be on or before the execution date of the Contract and the extended reporting period may not be less than five (5) years following the completion date of the Contract.

**8.5.1.2 Business Automobile Liability Insurance.** Such coverage shall be a combined single limit of not less than \$1,000,000.00.

**8.5.1.3 Worker's Compensation Insurance.** Such coverage shall be not less than the statutory requirement and with no pre-set limits. A waiver of subrogation endorsement in favor of the Authority must be included in the policy.



**8.5.1.4 All Risk Builder's Risk Insurance.** Such coverage shall be for 100% of the Contract Price.

**8.5.1.5** By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to worker's compensation insurance. This certification includes all subcontractors. The Contractor shall pay all deductibles stated in the policy. The Contractor shall ensure that all subcontractors provide the insurance required by the Contract Documents.

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

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

**8.7 Confidentiality.** The Contractor, 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 Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The Contractor agrees that he has received valuable consideration for the entering into of the Contract and agrees to be bound all of its terms and conditions. The Contract will be binding on the Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

## **9.0 Changes and Extensions of Time.**

- 9.1 Authority's Right to Order Changes.** Changes in the Work under this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by the Authority without invalidating the Contract. Such changes shall be communicated by Change Order or supplemental agreement in accordance with the Contract. The Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the Contract as modified by any Change Order or supplemental agreement.
- 9.2 Continuing Duty to Perform the Work and Make Payment.** In the event that the parties are unable to agree on the terms of a Change Order or supplemental agreement, notwithstanding any other provision of the Contract, the Contractor shall continue to diligently perform the Work, including any change directed by the Authority through a Change Order or supplemental agreement, and shall keep thorough records of the cost of performance of such Change Order or supplemental agreement.
- 9.3** All Change Orders, supplemental agreements, changes requested by the Contractor, or extensions of Contract Time shall be governed by this section and the Contract. Any request for an extension of time or for an increase in the not-to-exceed amount shall be made in writing within seven (7) calendar days after the occurrence of the event that gives rise to the request. Such request shall include sufficient backup documentation for the Authority to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

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

- 10.1** All notices, reports, or invoices shall be in writing even though some, but not all, provisions in the Contract Documents refer to "written notice(s)" or "notice(s) in writing". All notices must be (a) delivered personally; (b) sent by certified mail, postage prepaid, return receipt requested ("US Mail"); (c) sent by a recognized overnight mail or courier service, with delivery receipt requested ("Courier"); or, (d) sent by email communication ("E-Mail"). Notices will be deemed to be effective when received, if delivered personally; the next business day after posting, if sent by US Mail; and, the next business day, if sent by Courier or E-Mail. If notice is transmitted by E-Mail, a duplicate copy will be sent by either US Mail or Courier no later than one (1) business day after sending the E-Mail.

- 10.2** The Authority and the Contractor hereby provide the information they wish to be used by the other party when sending notices pursuant to section 10.1:

**Cameron County Regional Mobility Authority**

**Attention: Pete Sepulveda, Jr.**

**Executive Director**

**3461 Carmen Avenue**

**Rancho Viejo, Texas 78575**

**Email: [PSepulveda@ccrma.org](mailto:PSepulveda@ccrma.org)**

**SpawGlass Contractors, Inc.**

**Attention: Eric Kennedy, President, South Texas Division**

**3008 W. Spur 54**

**Harlingen, Texas 78552**

**Email: [Eric.Kennedy@spawglass.com](mailto:Eric.Kennedy@spawglass.com)**

**11.0 Additional Considerations.**

- 11.1 Severability.** The invalidity of any provision of the Contract, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 11.2 Applicable Laws.** THIS CONTRACT 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 CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 11.3 Non-Escalation.** The NTE value of the Contract shall remain firm with no provision for price increases during the term of the Contract subject to section 4.1 herein.
- 11.4 Funding Restrictions and Order Quantities.** The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:
- 11.4.1** Funding is not available;
  - 11.4.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
  - 11.4.3** The Authority's requirements in good faith change after award of the Contract.
- 11.5 Local State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services, whether or not they are presently known to either the Authority or the Contractor, shall be the sole responsibility of the

Contractor and any costs shall be paid by Contractor to procure and provide such necessary permits.

- 11.6 Government Standards.** It is the responsibility of the Contractor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Texas law as well as ordinances or regulations of the City of Brownsville, Texas, and Cameron County, Texas) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.7 Work on Authority Property.** If the Contractor's work under the contract involves operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.8 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 official, 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.
- 11.9 Subcontractors.** Unless otherwise authorizing in writing by the Authority, the Contractor may not use any subcontractors to accomplish any portion of the services described within the Contract or the Task Orders without obtaining the prior written permission of the Authority. Moreover, by signing the Contract, the Contractor is certifying to the Authority that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Texas Department of Transportation or any federal agency.
- 11.10 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.

**11.11 Independent Contractor.** The Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

**11.12 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.

**11.13 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.

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

**11.15 Indemnification.**

**11.15.1**THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE CONTRACTOR TO PERFORM THE OBLIGATIONS REQUIRED BY THE CONTRACT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

**11.15.2**In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Authority, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act of the Contractor the

consequences of which the Contractor has indemnified the Authority. If the Contractor shall fail to do so, the Authority shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

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

**11.15.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of the Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

**11.15.5** THE CONTRACTOR RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE AUTHORITY, OR THE AUTHORITY'S AGENTS, EMPLOYEES, OR OTHER THIRD PARTIES. THE CONTRACTOR HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE CONTRACTOR.

**11.16 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 Contractor pursuant to the terms of the Contract, including but not limited to, videos, reports, or other documents or information concerning the Contract.

- 11.17 Assignment/Transfer.** The Contractor shall not assign or transfer any of its rights or interest under the Contract 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.
- 11.18** THE CONTRACTOR EXPRESSLY AGREES THAT: (1) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS; AND, (2) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY.
- 11.19 Warranty of Title.** The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
- 11.20 Warranty of Workmanship and Materials.** The Contractor warrants and guarantees to the Authority that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality free from faults and defects and in conformance with the Contract. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contractor's warranty if not remedied in accordance with the Contract. This warranty shall continue for a period of one (1) year from the date of the Authority's fully-informed final acceptance of the work.
- 11.21 Prohibition Against Liens.** The Contractor is prohibited from placing a lien on the subject property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.
- 11.22 Bonding Requirements.**
- 11.22.1** The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

**11.22.2** All Bonds shall be in a form approved by the Authority except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are authorized to do business in the State of Texas and are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bonds Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent’s authority to act.

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

**11.23** TO THE EXTENT THAT ANY PROVISIONS OF THIS CONTRACT CONFLICT WITH THE PROVISIONS OF THE EXHIBITS, THE MORE FAVORABLE PROVISION TO THE AUTHORITY SHALL CONTROL. IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR’S AGREEMENT THAT SECTION 11.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

## **12.0 Exhibits.**

**12.1** The following noted documents are a part of the Contract:

**12.1.1 Exhibit 1.** Bid Documents for Bid No. 2022-VETS-1. A true and correct copy of the Bid Documents may be found at the Authority’s office and are incorporated by reference as if fully set forth herein.

**12.1.2 Exhibit 2.** Awarded Bid for Bid No. 2022-VETS-1. A true and correct copy of the Bid may be found at the Authority’s office and is incorporated by reference as if fully set forth herein.

**(Signature Page to Follow)**



EXECUTED as of the 30th day of June 2022.

**AUTHORITY**

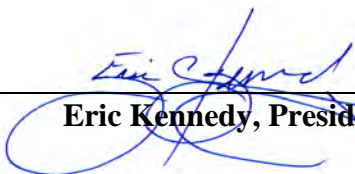
**Cameron County Regional Mobility Authority**

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

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

**CONTRACTOR**

**SpawGlass Contractors, Inc.**

By: \_\_\_\_\_  
**Eric Kennedy, President, South Texas Division**

Date: 6/20/22

**2-H      CONSIDERATION AND APPROVAL OF THE NEW INTERNAL  
REVENUE SERVICE MILEAGE RATES BEGINNING JULY 2022 AND  
FORWARD.**



## TRAVEL POLICY

**TO: CCRMA Board of Directors**

**FROM: Victor J. Barron, Controller** *VJB*

**DATE: June 30, 2022**

**SUBJ: Travel Policy FY 2022 Update (Mileage Rate Changes)**

The Internal Revenue Service announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year.

These new rates become effective July 1, 2022.

Attached IRS Notice 2022-03

### Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/2022	Rates 7/1 through 12/31/2022
Business	58.5	62.5
Medical/Moving	18	22
Charitable	14	14

## 2022 Standard Mileage Rates

Notice 2022-03

### SECTION 1. PURPOSE

This notice provides the optional 2022 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) of the Income Tax Regulations or the vehicle cents-per-mile valuation rule in § 1.61-21(e).

### SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) of the Internal Revenue Code and § 1.274-5, the amount of ordinary and necessary business expenses of local

transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

### SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses is 58.5 cents per mile for all miles of business use (business standard mileage rate). See section 4 of

Rev. Proc. 2019-46. However, § 11045 of the Tax Cuts and Jobs Act, Public Law 115-97, 131. Stat. 2054 (December 22, 2017) (the “TCJA”) suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension.

Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 11 of Schedule 1 of Form 1040 (2021), not as an itemized deduction on Schedule A of Form 1040 (2021), and therefore may continue to use the business standard mileage rate.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2019-46.

The standard mileage rate is 18 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g). See section 5 of Rev. Proc. 2019-46. Section 11049 of the TCJA suspends the deduction for moving expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not

apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) applies, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move occurring during the suspension.

#### SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 25 cents per mile for 2018, 26 cents per mile for 2019, 27 cents per mile for 2020, 26 cents per mile for 2021, and 26 cents per mile for 2022. See section 4.04 of Rev. Proc. 2019-46.

#### SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed \$56,100 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

#### SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2022 is \$56,100.

#### SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2022; (2) mileage allowances or reimbursements paid to a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies: (a)

on or after January 1, 2022, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces pays or incurs on or after January 1, 2022; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in §1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in §1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2022.

#### SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2021-02 is superseded.

#### DRAFTING INFORMATION

The principal author of this notice is Christian Lagorio of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice regarding the use of an employee-provided automobile, contact Mr. Lagorio at (202) 317-7005 (not a toll-free number). For further information on this notice regarding the use of an employer-provided automobile, contact Stephanie Caden of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), at (202) 317-4774 (not a toll-free number).



**2-I      CONSIDERATION AND APPROVAL OF FOR CONTRACT ALLOWANCE  
AUTHORIZATION FOR THE ISLA BLANCA PARK TOLL BOOTHS  
PROJECT.**



# Contingency Expenditure Authorization

**Project:** Cameron County Parks  
Isla Blanca Park Toll Booths  
South Padre Island, Texas

**Authorization No:** 1

**Project No.:**

**Date:** 06/10/22

**To:** A&I Custon Manufacturing  
4337 Martinal Road  
Brownsville, TX 78526  
Attention: Ismael Herrera

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

CCR-1	Additional Concrete curbs	\$2,500.00
	Temporary Doors	\$900.00
	Stainless Steel Angle Support for Kiosk Enclosure	\$750.00
	<b>Total:</b>	<b>\$4,150.00</b>

These are to be funded out of:

Owner Contingency Allowance	\$4,150.00
Testing Allowance	\$0.00

**Total:** \$4,150.00

**Original Allowance Fund Summary:**

**Total:** \$15,000.00

Owner Contingency Allowance

\$10,000.00

Testing Allowance

\$5,000.00

**Total of Previous Owner Allowance Expenditure Authorizations**

\$0.00

**Total Authorized Allowance Expenditures for CEA** 1

\$4,150.00

**Remaining Allowance Balance:**

\$10,850.00

**Remaining Owner Allowance Fund Summary:**

Owner Contingency Allowance

\$5,850.00

Testing Allowance

\$5,000.00

**Approval:**

Cameron County Regional Mobility Authority

GMS Architects

A&I Custon Manufacturing

Date

6/10/2022

Date

6-21-2022

Date

A&I Custom Manufacturing

4337 Martinal Rd.

Brownsville Texas 78526

Ismael Herrera (956)-592-6525

ismael.ai@hotmail.com

# Estimate

Date	Estimate #
6/5/2022	457

Name / Address
Cameron County RMA 3461 Carmen Ave. Rancho Viejo Tx 78575 Att. Hondo Garcia 956-621-5571, Tx 78575

Project

Description	Qty	Rate	Total
Project: Isla Blanca Toll Booth Change Orders			
Concrete Work Additional Curb 10" x 8" x 20ft 4000 Psi Rebar Reinforced #4 ever 12" each way  ALL MATERIAL AND LABOR INCLUDED.	2	1,250.00	2,500.00
Temporary Doors 3-0 x 7-0 Doors Temporary Frame work and Doors	2	450.00	900.00
Stainless Steel Angle Support Frame 3/16 x 2 x 2 Stainless Steel Support Frame Interior ONLY This frame is for the Stainless Steel Plate support only.  Material and Labor	1	750.00	750.00
		<b>Total</b>	<b>\$4,150.00</b>

Signature \_\_\_\_\_

**2-J      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION  
WITH GDJ ENGINEERING FOR THE DANA ROAD PROJECT FOR  
PRELIMINARY ENGINEERING.**

**2-K      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION WITH  
GDJ ENGINEERING FOR THE OSCAR WILLIAMS ROAD (FM 1846)  
PROJECT (BUSINESS 77 TO SAN JOSE RANCH ROAD) FOR PRELIMINARY  
ENGINEERING.**

**2-L      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-M      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF HIGHEST  
RANKED GEC PROPOSAL FOR THE OSCAR WILLIAMS ROAD (FM 1846)  
PROJECT (I69E TO SOUTH PARALLEL CORRIDOR) 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

PST

Date: June 30, 2022

Subj: Item 2M

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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 for FM 1846-Williams Road (Phase II) from I69E to South Parallel Corridor. Also, attached is the CCRMA Evaluation Form.

### Ranking

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

1. 86.13- GDJ Engineering, LLC
2. 83.37 -S&B Infrastructure, Ltd
3. 63.90 -Hanson Professional Services

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



**CCRMA Evaluation Williams Road Phase II**

<b>GDJ</b>	
<b>Evaluator 1</b>	<b>83.4</b>
<b>Evaluator 2</b>	<b>91.7</b>
<b>Evaluator 3</b>	<b>83.3</b>
<b>Total</b>	<b>86.13</b>

<b>S&amp;B</b>	
<b>Evaluator 1</b>	<b>91.7</b>
<b>Evaluator 2</b>	<b>83.4</b>
<b>Evaluator 3</b>	<b>75</b>
<b>Total</b>	<b>83.37</b>

<b>Hanson</b>	
<b>Evaluator 1</b>	<b>66.7</b>
<b>Evaluator 2</b>	<b>58.3</b>
<b>Evaluator 3</b>	<b>66.7</b>
<b>Total</b>	<b>63.90</b>

<b>Halff</b>	<b>Did not Submit</b>
<b>Evaluator 1</b>	
<b>Evaluator 2</b>	
<b>Evaluator 3</b>	
<b>Total</b>	

**2-N      CONSIDERATION AND AUTHORIZATION TO AUTHORIZE STAFF TO USE  
A JOB ORDER CONTRACTING FOR CONSTRUCTION OF THE CAMERON  
COUNTY PARKS MOUNTAIN BIKE TRAIL VIA CONTRACT WITH CHOICE  
PARTNERS.**

**2-O     CONSIDERATION AND APPROVAL OF AN ASSIGNMENT AGREEMENT  
BETWEEN TECSIDEL ITS, S.L.U, MOWIZ AND CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY.**

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (the “Assignment”) is entered into by and between Tecsidel ITS, S.L.U., as successor in interest to Tecsidel, S.A. (the “Assignor”), and Mowiz (the “Assignee”), and is herein consented to by the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas (the “Authority”) effective as of the Effective Date.

**WHEREAS**, on October 12, 2017, the Authority and the Assignor entered into that certain Toll Collection System Integration, Implementation, and Maintenance Agreement and the Authority thereafter issued Work Authorization No. 1 and Work Authorization No. 2 (collectively, the “Agreement”) whereby the Assignor agreed to perform the Services as described in the Agreement; and,

**WHEREAS**, the Assignor is a wholly-owned subsidiary of Estacionamientos y Servicios, S.A.U. (“EYSA”) and wishes to assign the Agreement to Mowiz, which is a US subsidiary of EYSA; and,

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree, as follows:

1. The Assignor assigns to the Assignee all of the Assignor’s right, title, and interest in and to the Agreement, which includes any other pending work authorizations. The Assignee accepts the assignment of the Agreement and agrees to be bound by all of the covenants, conditions, and terms of the Agreement.

2. Notice to the Assignor and the Assignee agree to accept any notice under the Agreement at the following addresses:

Tecsidel ITS, S.L.U.

Mowiz

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. As security for its performance of the Agreement, the Assignee agrees to provide any letter of credit, bond, or other form of security to the Authority as may be required from time to time by the Authority under the Agreement.

4. This Assignment shall be effective as of the date the Authority signs below indicating the Authority’s consent to the assignment.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

**(Signature Page to Follow)**

**ASSIGNOR:**

Tecsidel ITS, S.L.U.

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

**ASSIGNEE:**

Mowiz

By: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name/Title

**CONSENT BY THE AUTHORITY**

The Authority consents to this Assignment wherein the Assignor assigns the Agreement and the Assignee accepts the assignment of the Agreement and agrees to be bound by all of the covenants, conditions, and terms of the Agreement.

This consent shall be effective as of the \_\_\_\_ day of June 2022 (the “Effective Date”).

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

**2-P      CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 3 WITH  
NOBLE TEXAS BUILDERS FOR THE CAMERON COUNTY PARKS  
ADMINISTRATION BUILDING.**



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Cameron County Parks Administration Building 22248 State Park Rd., South Padre Island, Texas	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: March 17, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003  Date: June 23, 2022
<b>OWNER:</b> <i>(Name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	<b>ARCHITECT:</b> <i>(Name and address)</i> Gomez Mendez Saenz, Inc.  1150 Paredes Line Rd. Brownsville, Texas 78521	<b>CONTRACTOR:</b> <i>(Name and address)</i> Noble Texas Builders  108 S. Main Street La Feria, Texas 78559

### 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.)*

Credit for TDI inspection services: Credit: \$35,000.00

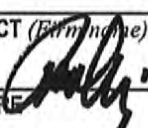
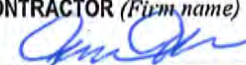
The original Contract Sum was	\$ 4,489,938.00
The net change by previously authorized Change Orders	\$ 43,396.00
The Contract Sum prior to this Change Order was	\$ 4,533,334.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 35,000.00
The new Contract Sum including this Change Order will be	\$ 4,498,334.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

**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.	Noble Texas Builders	Cameron County Regional Mobility Authority
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
		
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
Mr. Roan G. Gomez, AIA	Juan Delgado, VP	
<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>	<b>PRINTED NAME AND TITLE</b>
June 23, 2022	6/24/2022	
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



**2-Q      CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE  
AGREEMENT WITH GREEN, RUBIANO & ASSOCIATES FOR THE  
CAMERON COUNTY ISLA BLANCA PARK ADMINISTRATION BUILDING.**



## **PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, the Cameron County Regional Mobility Authority (the “Authority”) wishes to contract with Green, Rubiano and Associates (the “Engineer”) to provide certain professional engineering services for the Authority; and,

**WHEREAS**, the Authority needs the Engineer to provide windstorm inspection services for the Cameron County Isla Blanca Park Administrative Building Project (the “Project”); and,

**WHEREAS**, the Engineer agrees to provide such 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 30th day of June 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 Green, Rubiano and Associates.
- 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 Cameron County Isla Blanca Park Administrative Building 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 Privy 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 \$35,000.00 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.

## **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

Green, Rubiano and Associates  
Attn: Heriberto Cavazos, P.E., Managing Partner  
1220 West Harrison  
Harlingen, Texas 78550

## **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 and by any subsequent approval by the Authority of any subcontractor or subconsultant, that approval in no way waives 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.** Proposal from the Engineer

**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.

**GREEN, RUBIANO AND ASSOCIATES**

By: \_\_\_\_\_  
**Heriberto Cavazos, P.E., Managing Partner**

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

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

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



### **EXHIBIT 1 – Description of Services**

1. It is the intent of this Agreement to contract for a complete TDI Windstorm Certification Scope of Work with the Engineer.
2. Windstorm inspections and certification for the new construction of the two stories Isla Blanca Administration Building Project.
3. Provide a TDI Appointed Qualified Inspector and issue an Application for Windstorm Inspection Certificate of Compliance (WPI-1) form, review exterior architectural and mechanical envelope assembly submittals, conduct periodic inspections of the installation of the exterior envelope assemblies, issue reports of findings of field inspections, conduct follow up inspections as deemed necessary by the inspector and shall issue Inspection Verification (WPI-2) form for this building.
4. Submittal review and approval for all exterior envelope assemblies may include but are not limited to: roofing assemblies, edge of roof details, soffit assemblies, door and hardware, exterior windows and storefronts, exterior wall cladding, and wall mounted mechanical louvers.
5. Provide site inspection reports for the Authority and architect indicating compliance with installation details of exterior envelope assemblies.
6. Conduct all windstorm inspections and activities required for certification of the building through the TDI Windstorm Certification program independent of all Architectural and Engineering Design Team field observations.
7. All services described in the Engineer's Proposal.

## **EXHIBIT 2 – Proposal from the Engineer**

# GREEN, RUBIANO & ASSOCIATES

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Structural Engineers  
Firm Registration #: F-4145

1220 West Harrison  
Harlingen, Texas 78550  
(956) 428-4461  
[www.graengineering.com](http://www.graengineering.com)

June 22, 2022

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

Sent via email: [psepulveda@ccrma.org](mailto:psepulveda@ccrma.org)

Re.: Windstorm Inspection Services Proposal for the Cameron County Isla Blanca Park  
Administration Building – South Padre Island, Texas

Dear Mr. Sepulveda:

I am pleased to submit Green, Rubiano & Associates' (GRA's) windstorm inspection services proposal for the referenced project. GRA intends to provide windstorm inspection services for the proposed Cameron County Isla Park Administrative Office Building. The project is located at 33248 State Park Rd 100 in South Padre Island, Texas.

GRA's scope of work includes windstorm associated submittal review and field inspections necessary to comply with the TDI windstorm certification program. Upon completion of the construction and once GRA determines the project construction meets the requirements of the Texas Department of Insurance, a WPI-2 form will be submitted after the building is substantially complete. Final windstorm certification is at the sole discretion of the Texas Department of Insurance.

**GRA's fee for windstorm inspection services is \$35,000.00.**

Interim billing will occur monthly for inspection services completed the previous month.

I look forward to being of service on this project.

Respectfully,



Heriberto Cavazos, P.E.  
Managing Partner