



IMPROVING MORE THAN JUST ROADS

AGENDA
Special Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
November 16, 2022
12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

2. Action Items.

- A. Consideration and Approval of the October 20, 2022, Regular Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of October 2022.
- E. Discussion and Possible Action Regarding Investing Funds Currently held with Bank of New York Mellon and Texas Regional Bank.
- F. Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, and SpawGlass for the Cameron County Parks Administration Building, and the Veterans Bridge DAP Project.
- G. Consideration and Approval of a Master Service Agreement between the Cameron County Regional Mobility Authority and Kapsch for the SH 550 Toll Road.
- H. Consideration and Approval of an Extension to the Master Service Agreement between the Cameron County Regional Mobility Authority and Mowiz, Inc.
- I. Consideration and Approval to Advertise for Proposals for Title Policy, Title Search, Title Commitments, and Closing Services for the East Loop Project.
- J. Consideration and Approval of Supplemental Work Authorization Number 02 to Work Authorization Number 04 with S&B Infrastructure, ltd. for the SH 550 Gap 2 Project.
- K. Consideration and approval of Change Order No. 3 to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths.

- L. Consideration and approval of Final Payment to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths.
- M. Consideration and Approval of Contingency Expenditure Authorization No. 2 for the Cameron County Parks Administration Building.
- N. Consideration and Approval of Memorandum of Agreement Between the Cameron County Regional Mobility Authority and the United States Section of the International Boundary and Water Commission Regarding the Relocation of the United States International Boundary Water Commission Levee Segments in Cameron County, Texas.
- O. Consideration and Approval of the Harlingen Rail Improvements Phase 1 Agreement for PE/NEPA between the Cameron County Regional Mobility Authority and Union Pacific Railroad.
- P. Consideration and Approval of an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County regarding an Electronic Toll Collection System for the Cameron County International Bridge System and the Cameron County Parks System.

3. EXECUTIVE SESSION


- A. Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Concerning the Master Service Agreement with A to Be, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- B. Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Concerning the Master Service Agreement with Mowiz, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (2).
- C. Confer with the Cameron County Regional Mobility Authority's Legal Counsel Regarding Legal Issues associated with the Contract with Duncan Solutions, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (1) and (2).

4. ACTION RELATIVE TO EXECUTIVE SESSION

- A. Possible Action
- B. Possible Action
- C. Possible Action

ADJOURNMENT:

Signed this 10th day of November 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 OCTOBER 20 , 2022
REGULAR MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 20th day of October 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 (VIA PHONE)

ARTURO A. NELSON
SECRETARY

AL VILLARREAL
TREASURER

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

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

The Meeting was called to order by Chairman Parker, at 12:00 Noon. At this time, the Board considered the following matters as per CCRMA Agenda posted on the CCRMA's website and physically at 3470 Carmen Avenue, Suite 5, Rancho Viejo, Texas, on this 17th day of October 2022 at 9:41 A.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the September 22, 2022, Regular Meeting Minutes.

Secretary Nelson moved to approve the September 22, 2022, Regular Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

2-B Acknowledgement of Claims.

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

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

The Claims are as follows:

Director Villegas joined the meeting at 12:03 PM

2-C Approval of Claims.

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

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

The Claims are as follows:

2-D Consideration and Approval of the Financial Statements and Budget Amendments for the Month of September 2022.

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

Treasurer Villarreal moved to approve the Financial Statements and Budget Amendments for the Month of September 2022. The motion was seconded by Director Esparza and carried unanimously.

The Financials are as follows:

2-E Consideration and Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, the Isla Blanca Toll Booth Projects, and the Veterans Bridge DAP Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for Approval of Payment of Invoices and Release of Checks to Noble Texas Builders, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, the Isla Blanca Toll Booth Projects and the Veterans Bridge DAP Project. Mr. Sepulveda informed the board of the estimated invoice amounts for each project as follows: invoice for Noble Texas Builders for the Cameron County Parks Administration Building in the amount of \$520,000.00, invoice for A&I Custom Manufacturing for the Cameron

County Isla Blanca Toll Booth Projects in the amount of \$18,732.72 and invoice for SpawGlass for the Veterans Bridge DAP Project in the amount of \$314,887.29. Mr. Sepulveda explained the invoices would be ratified at the next meeting.

Director Esparza moved to approve the Payment of Invoices and Release of Checks to Noble Texas Builders, A&I Manufacturing and SpawGlass for the Cameron County Parks Administration Building, the Isla Blanca Toll Booth Projects, and the Veterans Bridge DAP Project. The motion was seconded by Director Garza and carried unanimously.

2-F Consideration and Approval of Work Authorization No. 5 with Kapsch to Purchase Equipment for the SH 550 Toll Road.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Work Authorization No. 5 with Kapsch to Purchase Equipment for the SH 550 Toll Road. Mr. Sepulveda explained that the equipment was approved in the previous meeting but is now presented as a work authorization and staff recommends approval.

Secretary Nelson moved to approve Work Authorization No. 5 with Kapsch to Purchase Equipment for the SH 550 Toll Road. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

2-G Consideration and Approval of a Master Service Agreement between the Cameron County Regional Mobility Authority and Kapsch for the SH 550 Toll Road.

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

2-H Consideration and Approval of an Extension to the Master Service Agreement between the Cameron County Regional Mobility Authority and Mowiz, Inc.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Extension to the Master Service Agreement between the Cameron County Regional Mobility Authority and Mowiz, Inc. Mr. Sepulveda explained the extension had been drafted by legal and would be a month-to-month extension.

Director Esparza moved to approve the Extension to the Master Service Agreement between the Cameron County Regional Mobility Authority and Mowiz, Inc. The motion was seconded by Director Garza and carried unanimously.

The Extension is as follows:

2-I Consideration and Approval to Award RFP 2022-003 for Independent Auditor Services to the highest Ranked Firm and Approval of Letter of Engagement.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the RFP 2022-003 for Independent Auditor Services to the highest Ranked Firm and Approval of Letter of Engagement. Mr. Sepulveda informed the board that only one proposal was received, and the proposal had been evaluated by staff and staff recommends approval.

Treasurer Villarreal moved to approve to Award RFP 2022-003 for Independent Auditor Services to the highest Ranked Firm and Approval of Letter of Engagement. The motion was seconded by Director

Esparza and carried unanimously.

The Letter is as follows:

2-J Consideration and Approval for Contract Allowance Authorization for the Pedro “Pete” Benavides Park Pavilion.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Approval for Contract Allowance Authorization for the Pedro “Pete” Benavides Park Pavilion. Mr. Sepulveda informed the board the contract allowance does not have a fiscal impact on the contract amount and staff recommends approval.

Director Garza moved to approve the Contract Allowance Authorization for the Pedro “Pete” Benavides Park Pavilion. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Contract Allowance is as follows:

2-K Consideration and Approval of Final Payment, Including Retainage to Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion Subject to Final Invoice.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment, Including Retainage to Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion Subject to Final Invoice. Mr. Sepulveda informed the board the project is complete, and staff recommends approval.

Treasurer Villarreal moved to approve the Final Payment, Including Retainage to Peacock General Contractors, Inc. for the Pedro “Pete” Benavides Park Pavilion Subject to Final Invoice. The motion was seconded by Secretary Nelson and carried unanimously.

The Invoice is as follows:

2-L Consideration and Approval of a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Approval of a Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd. Mr. Sepulveda informed the board that this was a renewal to the existing lease agreement and lease amount would remain the same.

Director Esparza moved to approve the Lease Agreement between Cameron County Regional Mobility Authority and S&B Infrastructure, Ltd. The motion was seconded by Director Garza and carried unanimously.

The Lease is as follows:

2-M Consideration and Approval to Advertise for Bids for the Improvements to the Cameron County Benavides Park Mountain Bike Trail.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need Advertise for Bids for the Improvements to the Cameron County Benavides Park Mountain Bike Trail. Mr. Sepulveda informed the board that the project is approximately 2.5 miles of trail and would be funded through Cameron

County, therefore needs to follow the procurement process. Mr. Sepulveda informed the board the bid process would take about 30-45 days and staff recommends approval to advertise.

Treasurer Villarreal moved to approve to Advertise for Bids for the Improvements to the Cameron County Benavides Park Mountain Bike Trail. The motion was seconded by Secretary Nelson and carried unanimously.

2-N Consideration and Approval of Work Authorization Number 35 with S&B Infrastructure, Ltd. for the SH 550 Maintenance Related Items.

Mr. Eric Davila, RMA Chief Development Engineer went over the need for Work Authorization Number 35 with S&B Infrastructure, Ltd. for the SH 550 Maintenance Related Items. Mr. Davila informed the board that the Work Authorization would address the items identified in the report for Section 129 compliance and would use toll revenue for the maintenance areas identified such as the erosion, guardrail fence, signage, and electrical. Mr. Davila informed the board the Work Authorization listed the engineers quantity details and that bond proceeds would be used for the repairs needed on SH 550.

Director Nelson moved to approved Work Authorization Number 35 with S&B Infrastructure, Ltd. for the SH 550 Maintenance Related Items. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

2-O Consideration and Approval to Designate Certain Furniture and Fixtures as Surplus and Authorizing the Executive Director to Dispose of them as Required by State Law.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Approval to Designate Certain Furniture and Fixtures as Surplus and Authorizing the Executive Director to Dispose of them as Required by State Law. Mr. Sepulveda informed the board that furniture identified would follow the proper process for disposition and staff recommends approval.

Director Garza moved to approve to Designate Certain Furniture and Fixtures as Surplus and Authorizing the Executive Director to Dispose of them as Required by State Law. The motion was seconded by Treasurer Villarreal and carried unanimously.

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

3 – EXECUTIVE SESSION

3-A Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Concerning the Master Service Agreement with A to Be, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

3-B Confer with the Cameron County Regional Mobility Authority Legal Counsel Regarding Legal Issues Concerning the Master Service Agreement with Mowiz, Inc., Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

Director Esparza made a motion to come back into open session at 1:33 PM. The motion was seconded by Treasurer Villarreal and carried unanimously.

4 -A Possible Action

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

4 -B Possible Action

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

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 1:35 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 November 9, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Toshiba Financial Services	41080115	\$ 311.23	Printer Admin Nov 2022	Indirect	Y	Local	Ope
		<u>311.23</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Law Enforcement Systems LLC	1009061	\$ 734.50	Out of State DMV Records Oct 2022	Indirect	Y	Local	Toll
Carlos Louis Martinez Jr	018	280.00	SH550 Detail 10.12-10.13	Indirect	Y	Local	Toll
Jorge J. Marquez	019	280.00	SH550 Detail 10.12-10.13	Indirect	Y	Local	Toll
Charter Communications	2868066110322	258.66	Ethernet Intrastate 8066 Nov 2022	Direct Connectors - SH550	Y	Local	Toll
United States Postal Service	USPS Repl 11.8.22	15,000.00	Postage Replenishment Nov 2022	Indirect	Y	Local	Toll
		<u>16,553.16</u>					

Operations	\$ 311.23
Tolls	<u>16,553.16</u>
Total Transfer	<u>\$ 16,864.39</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Victor J. Barron,
Controller

Pete Sepulveda Jr,
Executive Director

[Signature] 11.9.22

[Signature] 11.9.22

[Signature] 11.9.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 4, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Oct 2022	\$ 725.68	Credit Card Charges Oct 2022	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 10/22	73.91	Bottled Water Delivery Oct 2022	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 10.28.22	174.05	Travel Reimbursement ET 10.28.22	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 10.31.22	36.50	Travel Reimbursement MRI Oct 2022	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1981114	112.50	Shredding Services Oct 2022	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	58	12,000.00	Consulting Services Oct 2022	Indirect	Y	Local	Ope
Republic Services	0863-002266542	136.03	Waste Container November 2022	Indirect	Y	Local	Ope
Rio Grande Valley Partnership	6166	1,000.00	Membership Investment FY2023	Indirect	Y	Local	Ope
Staples Business Credit	1645060632	428.53	Office Supplies/Mailing	Indirect	Y	Local	Ope
Verizon Wireless	9918904791	111.44	Internet Hotspot Oct 2022	Indirect	Y	Local	Ope
		<u>14,798.64</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Carbonics, INC	Refund CI 11.2.22	\$ 16.67	TVC Refund Carbonics	Indirect	Y	Local	Toll
Culligan of the Rio Grande Valley	320895 10/22	57.95	Bottled Water Delivery Oct 2022	Indirect	Y	Local	Toll
Mowiz Inc.	TC.2022.09	2,731.82	Maintenance September 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
Mowiz Inc.	TC.2022.10	2,731.82	Maintenance October 2022	Pharr-Reynosa Intl Bridge	Y	Local	Toll
Mowiz Inc.	TC.2022.10.A	7,848.87	Pharr TCS Server Renewal FY2023	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	112858974	639.90	Marketing Supplies Fuego	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	112873405	705.37	Marketing Supplies Fuego	Indirect	Y	Local	Toll
Prisciliano Delgado	10739	250.00	Lawn Services Oct 2022	Indirect	Y	Local	Toll
Public Utilities Board	600710 10/22	315.90	Electricity 1100 Fm 511 Hwy Bro, Tx Oct 2022	Direct Connectors - SH550	Y	Local	Toll
Rice Signs LLC	527545	669.24	Signs Interstate 69E & 169	Indirect	Y	Local	Toll
Staples Business Credit	1645060632	1,009.35	Office Supplies/Mailing	Indirect	Y	Local	Toll
United States Postal Service	USPS FC 11.2.22	2,400.00	First Class Stamps	Indirect	Y	Local	Toll
Verizon Wireless	9918904791	75.98	Internet Hotspot Oct 2022	Indirect	Y	Local	Toll
		<u>19,452.87</u>					
Operations		\$ 14,798.64					
Tolls		<u>19,452.87</u>					
Total Transfer		<u>\$ 34,251.51</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Victor J. Barron,
Controller

Pete Sepulveda Jr,
Executive Director

M. R. Ibarra 11.4.22
Victor J. Barron 11.4.22
Pete Sepulveda Jr 11.04.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 27, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Campbells Services	16869	\$ 875.00	Janitorial Services October	Indirect	Y	Local	Ope
Comfort Tech HVAC Systems	3559	670.00	Repaired A/C units Ste 5 & 6	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222930050241066	58.62	Electricity Ste 7 October 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222930050241067	136.78	Electricity Ste 3 October 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222930050241068	96.29	Electricity Ste 5 October 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	222930050241069	69.61	Electricity Ste 4 October 2022	Indirect	Y	Local	Ope
Staples Credit Plan	6211	341.96	Printer Toner October 2022	Indirect	Y	Local	Ope
		<u>2,248.26</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	222930050240752	\$ 303.10	Electricity Tolls October 2022	Indirect	Y	Local	Toll
Direct Energy Business, LLC	222980050263520	218.91	Electricity 570 Fm 511 Oct 2022	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	222980050266102	372.98	Electricity 1895 Fm 511 #1 Oct 2022	FM1847 - SH550	Y	Local	Toll
Gexa Energy, LP	33292417	140.21	Electricity 1505 Fm 511 & 1705 Fm 511 Oct 2022	Direct Connectors - SH550	Y	Local	Toll
NSA Property Holdings, LLC d/b/a Move It Storage- North	Unit #242 Nov 2022	243.00	Storage Unit #242 November 2022	Indirect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5723381	209.61	Excess Prints Tolls Oct 2022	Indirect	Y	Local	Toll
Toshiba Financial Services	41013028	296.86	Tolls Printer Oct 2022	Indirect	Y	Local	Toll
United States Postal Service	USPS Repl Oct 2022	15,000.00	Postage Replenishment Oct 2022	Indirect	Y	Local	Toll
		<u>16,784.67</u>					
	Operations	\$ 2,248.26					
	Tolls	<u>16,784.67</u>					
	Total Transfer	<u>\$ 19,032.93</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

MR. me 10.27.22

Victor J. Barron,
Controller

VictBa 10.27.22

Pete Sepulveda Jr,
Executive Director

Pf87 10.27.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims October 24, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Brownsville Chamber of Commerce	733448	\$ 420.00	Membership Dues FY2023	Indirect	Y	Local	Ope
CDW Government LLC, CDW Government	DC09474	79.99	MS Surface Travel Dock	Indirect	Y	Local	Ope
Gexa Energy, LP	33285550	84.69	Electricity Ste 6 October 2022	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	1734	560.00	Legal Services September 2022	Indirect	Y	Local	Ope
		<u>1,144.68</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
City of Brownsville Finance Department	BPD-Gold Level	\$ 3,000.00	Bville Chief of Police Inaugural Marathon Gold Sponsorship	Indirect	Y	Local	Toll
Charter Communications	0879673101522	321.05	Ethernet Intrastate 9673 October 2022	Direct Connectors - SH550	Y	Local	Toll
		<u>3,321.05</u>					
Operations		\$ 1,144.68					
Tolls		<u>3,321.05</u>					
Total Transfer		<u>\$ 4,465.73</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

Monica R. Ibarra 10.24.22

Victor J. Barron,
Controller

Victor J. Barron 10.24.22

Pete Sepulveda Jr,
Executive Director

Pete Sepulveda Jr. 10.24.22

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims November 16, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Carashsoft Technology Corp.	IN1261604	\$ 28,055.00	Designer Perpetual License and Concept Station FY2023	Indirect	Y	Local	Ope
Kapsch TrafficCom USA, Inc	486023SI01292	106,083.31	Equipment Order Replacement and Upgrades	Indirect	Y	Local	Bond Pro
S&B Infrastructure, LTD	U2716.331-03	15,852.59	Whipple Road Schematics WA 31 October 2022	Whipple Road	Y	Local	TRZ
Texas County District Retirement System	TCDRS Nov 2022	14,497.38	TCDRS November 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62211	9,640.07	Employee Health Benefits Nov 2022	Indirect	Y	Local	Ope
		<u>174,128.35</u>					

Operations Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004 #8	\$ 18,732.72	Isla Blanca Toll Booths Oct 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
Noble Texas Builders, LLC	22.0203.00 #8	432,641.00	Parks Admin Building October 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
S&B Infrastructure, LTD	U2716.222-07	231,692.41	East Loop PS&E, Geo, Utilites Wa 22 Sept 2022	SH 32 (East Loop)	Y	Local	Restri
S&B Infrastructure, LTD	U2716.500-19	80,209.07	East Loop APD August 2022	SH 32 (East Loop)	Y	Local	Ope
S&B Infrastructure, LTD	U3048-11	49,294.23	West Blvd APD September 2022	West Rail Corridor	Y	Local	Ope
Spawglass Contractors	3022054 #3	191,414.93	Veteran's International Bridge POV Expansion September 2022	CC-Veterans Bridge	Y	Local	Restri
		<u>1,003,984.36</u>					

Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200122	\$ 6,622.87	Maintenance and Support for Pharr Bridge October 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
InfoSend, Inc.	224318	\$ 27,300.00	Postage deposit	Indirect	Y	Local	Toll
Texas County District Retirement System	TCDRS Nov 2022	5,317.73	TCDRS November 2022	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62211	7,070.38	Employee Health Benefits Nov 2022	Indirect	Y	Local	Toll
TollPlus LLC	US2200142	15,989.96	Support and Maintenance Oct 2022	Indirect	Y	Local	Toll
		<u>55,678.07</u>					
Operations		\$ 174,128.35					
Oper Interlocal		1,003,984.36					
Tolls Interlocal		6,622.87					
Tolls		<u>55,678.07</u>					
Total Transfer		<u>\$ 1,240,413.65</u>					

Reviewed by:

Victor J. Barron,
Controller

Victor J. Barron 11.10.22

Pete Sepulveda Jr.,
Executive Director

[Signature] 11.10.22

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



OCTOBER 2022 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR
VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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STATEMENT OF CASH FLOW	6

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted
Transactions Included In Report From 10/1/2022 Through 10/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 252,290	\$ 252,290	\$ 3,430,000	\$ (3,177,710)	\$ 249,980	0.92
Interlocal agreements	17,583	17,583	367,700	(350,117)	17,583	-
Other revenues	835	835	10,080	(9,245)	-	100.00
Total Operating Revenues	<u>270,708</u>	<u>270,708</u>	<u>3,807,780</u>	<u>(3,537,072)</u>	<u>267,563</u>	<u>1.18</u>
Operating Expenses						
Personnel costs	62,909	62,909	1,477,215	1,414,306	67,436	(6.71)
Professional services	12,000	12,000	274,500	262,500	18,000	(33.33)
Advertising & marketing	353	353	58,500	58,147	125	182.72
Data processing	334	334	25,000	24,666	239	39.62
Dues & memberships	1,420	1,420	25,000	23,580	200	610.00
Education & training	-	-	10,000	10,000	-	-
Fiscal agent fees	-	-	52,590	52,590	3,870	(100.00)
Insurance	5,015	5,015	9,000	3,985	-	100.00
Maintenance & repairs	875	875	50,000	49,125	935	(6.42)
Office supplies	1,083	1,083	32,250	31,167	6,547	(83.45)
Leases	311	311	3,735	3,424	311	-
Travel	211	211	25,000	24,789	627	(66.39)
Utilities	2,254	2,254	27,000	24,746	1,822	23.71
Contingency	-	-	104,565	104,565	4,460	(100.00)
Total Operating Expenses	<u>86,765</u>	<u>86,765</u>	<u>2,174,355</u>	<u>2,087,590</u>	<u>104,572</u>	<u>(17.03)</u>
Total Operating Income (Loss)	<u>183,942</u>	<u>183,942</u>	<u>1,633,425</u>	<u>(1,449,483)</u>	<u>162,991</u>	<u>12.85</u>
Non Operating Revenues						
Interest income	15,621	15,621	65,000	(49,379)	10,121	54.35
TRZ revenue	-	-	3,000,000	(3,000,000)	-	-
Total Non Operating Revenues	<u>15,621</u>	<u>15,621</u>	<u>3,065,000</u>	<u>(3,049,379)</u>	<u>10,121</u>	<u>54.35</u>
Non Operating Expenses						
Debt interest	-	-	1,973,425	1,973,425	-	-
Debt interest-LOC	-	-	25,000	25,000	-	-
Project expenses	44,076	44,076	2,700,000	2,655,924	1,278	3,348.40
Total Non Operating Expenses	<u>44,076</u>	<u>44,076</u>	<u>4,698,425</u>	<u>4,654,349</u>	<u>1,278</u>	<u>3,348.40</u>
Total Changes in Net Position	<u>\$ 155,487</u>	<u>\$ 155,487</u>	<u>\$ -</u>	<u>\$ 155,487</u>	<u>\$ 171,834</u>	<u>(9.51)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures -
Cash - Unposted Transactions Included In Report From 10/1/2022 Through 10/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 215,497	\$ 215,497	\$ 2,358,000	\$ (2,142,503)	\$ 241,814	(10.88)
Fuego Revenues	37,853	37,853	180,000	(142,147)	599	6,217.31
Interop Revenues						
Interop revenues	57,618	57,618	895,000	(837,383)	88,286	(34.74)
Bridge interoperability	61,433	61,433	500,000	(438,568)	36,924	66.38
Total Interop Revenues	119,050	119,050	1,395,000	(1,275,950)	125,209	(4.92)
Other Toll Revenues						
Interlocal agreement revenues	11,993	11,993	172,517	(160,524)	16,358	(26.68)
Total Other Toll Revenues	11,993	11,993	172,517	(160,524)	16,358	(26.68)
Total Toll Operating Revenues	384,394	384,394	4,105,517	(3,721,123)	383,981	0.11
Toll Operating Expenses						
Personnel costs	24,103	24,103	638,953	614,850	33,379	(27.79)
Transaction processing costs	55,196	55,196	990,000	934,804	46,070	19.81
Toll system maintenance/IT	22,613	22,613	280,000	257,387	20,552	10.03
Roadside maintenace	60,857	60,857	505,100	444,243	35,978	69.15
CSC indirect/overhead costs	14,629	14,629	274,642	260,013	16,964	(13.76)
Total Toll Operating Expenses	177,398	177,398	2,688,695	2,511,297	152,942	15.99
Total Operating Income (Loss)	206,996	206,996	1,416,822	(1,209,826)	231,039	(10.41)
Non Operating Revenues						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Total Non Operating Revenues	-	-	1,385,000	(1,385,000)	-	-
Non Operating Expenses						
Debt interest	-	-	2,801,822	2,801,822	-	-
Total Non Operating Expenses	-	-	2,801,822	2,801,822	-	-
Changes in Net Position	\$ 206,996	\$ 206,996	\$ -	\$ 206,996	\$ 231,039	(10.41)

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions
Included In Report From 10/1/2022 Through 10/31/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 252,290	\$ 252,290	\$ 3,430,000	\$ (3,177,710)	\$ 249,980	0.92
Interlocal agreement	30,411	30,411	550,297	(519,886)	33,942	(10.40)
Toll revenues	372,401	372,401	3,933,000	(3,560,599)	367,622	1.30
Total Operating Revenues	<u>655,102</u>	<u>655,102</u>	<u>7,913,297</u>	<u>(7,258,195)</u>	<u>651,544</u>	<u>0.55</u>
Operating Expenses						
Personnel costs	87,012	87,012	2,116,168	2,029,156	100,814	(13.69)
Accounting software and	-	-	2,500	2,500	-	-
Professional services	12,000	12,000	222,000	210,000	18,000	(33.33)
Contractual services	-	-	340,000	340,000	-	-
Advertising & marketing	8,007	8,007	133,500	125,493	4,727	69.39
Data processing	334	334	25,000	24,666	239	39.62
Dues & memberships	3,920	3,920	32,000	28,080	200	1,860.00
Education & training	-	-	20,000	20,000	-	-
Fiscal agent fees	-	-	57,790	57,790	3,870	(100.00)
Insurance	30,873	30,873	88,000	57,127	16,798	83.79
Maintenance & repairs	1,125	1,125	75,000	73,875	7,300	(84.59)
Office supplies	31,211	31,211	396,250	365,039	28,544	9.34
Road maintenance	72,251	72,251	835,000	762,749	51,518	40.25
Leases	1,372	1,372	34,497	33,125	1,883	(27.13)
Toll services	10,030	10,030	230,000	219,970	14,625	(31.42)
Travel	211	211	45,000	44,789	868	(75.75)
Utilities	5,818	5,818	80,400	74,582	3,208	81.37
Contingency	-	-	129,945	129,945	4,918	(100.00)
Total Operating Expenses	<u>264,163</u>	<u>264,163</u>	<u>4,863,050</u>	<u>4,598,887</u>	<u>257,514</u>	<u>2.58</u>
Net Change from Operations	<u>390,938</u>	<u>390,938</u>	<u>3,050,247</u>	<u>(2,659,309)</u>	<u>394,030</u>	<u>(0.78)</u>
Non Operating Revenue						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	15,621	15,621	65,000	(49,379)	10,121	54.35
TRZ Revenue	-	-	3,000,000	(3,000,000)	-	-
Total Non Operating Revenue	<u>15,621</u>	<u>15,621</u>	<u>4,450,000</u>	<u>(4,434,379)</u>	<u>10,121</u>	<u>54.35</u>
Non Operating Expenses						
Bond Debt Expense	-	-	4,775,247	4,775,247	-	-
Debt Interest - LOC	-	-	25,000	25,000	-	-
Project expenses	44,076	44,076	2,700,000	2,655,924	1,278	3,348.40
Total Non Operating Expenses	<u>44,076</u>	<u>44,076</u>	<u>7,500,247</u>	<u>7,456,171</u>	<u>1,278</u>	<u>3,348.40</u>
Changes in Net Position	<u>\$ 362,483</u>	<u>\$ 362,483</u>	<u>\$ -</u>	<u>\$ 362,483</u>	<u>\$ 402,873</u>	<u>(10.03)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

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

	<u>Cameron County</u>	<u>Federal Funds</u>	<u>Total</u>
Non Operating Revenues			
Revenues			
SH550 GAP II	\$ -	\$ 675	\$ 675
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	432,641	-	432,641
CC- Isla Blanca Toll Booths	18,733	-	18,733
Total Revenues	<u>459,374</u>	<u>675</u>	<u>460,049</u>
Total Non Operating Revenues	<u>459,374</u>	<u>675</u>	<u>460,049</u>
Non Operating Expenses			
Project expenses			
SH550 GAP II	-	675	675
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking Lot	432,641	-	432,641
CC- Isla Blanca Toll Booths	18,733	-	18,733
Total Project expenses	<u>459,374</u>	<u>675</u>	<u>460,049</u>
Total Non Operating Expenses	<u>459,374</u>	<u>675</u>	<u>460,049</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet As of 10/31/2022

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 4,377,131
Restricted cash - projects	5,677,909
Restricted cash accounts - debt service	8,421,217
Restricted cash - bond proceeds	3,063,067
Restricted cash - Transportation Reinvestment Zone (TRZ)	3,566,753
Accounts receivable, net	
Vehicle Registration Fees - Receivable	524,435
Other	6,473,916
Total Accounts receivable, net	6,998,351
Accounts receivable - other agencies	5,612,325
Prepaid expenses	23,910
Total Current Assets:	37,740,663
Non Current Assets:	
Capital assets, net	96,875,883
Capital projects in progress	24,950,296
Unamortized bond prepaid costs	94,355
Net pension asset	333,644
Total Non Current Assets:	122,254,178
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	43,022
Deferred outflow related to pension	209,354
Total Deferred Outflow of Resources	252,376
Total ASSETS	<u>\$ 160,247,218</u>
LIABILITIES	
Current Liabilities	
Accounts payable	\$ 2,225,042
Accrued expenses	313,060
Unearned revenue	5,957,744
Total Current Liabilities	8,495,846
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	75,139,163
Total Non Current Liabilities	91,273,351
Deferred Inflows of Resources	
Deferred inflows related to pension	331,518
Total LIABILITIES	<u>100,100,715</u>
NET POSITION	
Beginning net position	
Total Beginning net position	48,482,312
Changes in net position	
Total Changes in net position	11,664,190
Total NET POSITION	<u>60,146,503</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 160,247,218</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 10/31/2022

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 309,590	\$ 309,590
Receipts from interop toll revenues	134,818	134,818
Receipts from TPS toll revenues	257,020	257,020
Receipts from other operating revenues	27,078	27,078
Payments to vendors	(106,675)	(106,675)
Payments to employees	(94,397)	(94,397)
Total Cash Flows from Operating Activities	<u>527,434</u>	<u>527,434</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of construction in progress	(915,271)	(915,271)
Payment on interlocal project expenses	(496,125)	(496,125)
Advances and Interlocal project proceeds	2,190,368	2,190,368
Total Cash Flows from Capital and Related Financing Activities	<u>778,972</u>	<u>778,972</u>
Cash Flows from Investing Activities		
Receipts from interest income	15,621	15,621
Total Cash Flows from Investing Activities	<u>15,621</u>	<u>15,621</u>
Beginning Cash & Cash Equivalents	<u>23,784,050</u>	<u>23,784,050</u>
Ending Cash & Cash Equivalents	<u>\$ 25,106,077</u>	<u>\$ 25,106,077</u>

**2-E DISCUSSION AND POSSIBLE ACTION REGARDING INVESTING
FUNDS CURRENTLY HELD WITH BANK OF NEW YORK MELLON
AND TEXAS REGIONAL BANK.**

**2-F CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES
AND RELEASE OF CHECKS TO NOBLE TEXAS BUILDERS, AND
SPAWGLASS FOR THE CAMERON COUNTY PARKS
ADMINISTRATION BUILDING, AND THE VETERANS BRIDGE DAP
PROJECT.**

SpawGlass-\$565,036.04

**2-G CONSIDERATION AND APPROVAL OF A MASTER SERVICE
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND KAPSCH FOR THE SH 550 TOLL
ROAD.**

**2-H CONSIDERATION AND APPROVAL OF AN EXTENSION TO THE MASTER
SERVICE AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND MOWIZ, INC.**

**2-I CONSIDERATION AND APPROVAL TO ADVERTISE FOR
PROPOSALS FOR TITLE POLICY, TITLE SEARCH, TITLE
COMMITMENTS, AND CLOSING SERVICES FOR THE EAST LOOP
PROJECT.**



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

To: Board of Directors

From: Pete Sepulveda, Jr., Executive Director *PSJ*

Date: November 16, 2022

Subj: Item 2I- Consideration and Approval to Advertise for Proposals for Title Policy, Title Search, Title Commitments and Closing Services for the East Loop Project.

Staff has determined that in order to complete the final design, the title work on some of the proposed right of way is necessary. Thus, we would like authority to receive proposals for the above-mentioned work.

**2-J CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NUMBER 02 TO WORK AUTHORIZATION NUMBER 04
WITH S&B INFRASTRUCTURE, LTD. FOR THE SH 550 GAP 2 PROJECT.**

SUPPLEMENTAL WORK AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 4

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

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: Professional services including: providing engineering services required for the updating and repackaging of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from 0.2 miles south of FM 1847 to 1.13 miles south of Union Pacific Railroad #2.

Section A. – Scope of Services

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

Section B. – Schedule

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on **Exhibit C** attached. Work Authorization Complete date has been extended from December 31, 2021 to May 31, 2025 for Construction Phase Services Phase.

Section C. – Compensation

C.1. Paragraph C.1 is hereby amended to increase the overall maximum from \$951,318.07 to \$1,057,034.57, an increase of \$105,716.50 based on the fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

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

Section D. – Authority's Responsibilities – No Change

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

Section E. - Other Provisions – No Change

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

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

S&B INFRASTRUCTURE, LTD.

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

LIST OF EXHIBITS

- Exhibit B – Services to be Provided by Engineer
- Exhibit C– Work Schedule
- Exhibit D – Cost Proposal

EXHIBIT B

Scope of Work

County: Cameron
Project: PS&E SH 550 GAP II

Services – Project Understanding and Goals

I. Final Design and Production of Construction Plans and Specifications

Services under this section begin upon issuance of a Notice to Proceed or a Partial Notice to Proceed by the Authority.

The work to be performed by the CONSULTANT under this contract shall consist of providing engineering services required for the updating and repackaging of plans, specifications and estimates (PS&E) for the construction of SH 550 tolled main lanes between existing frontage road lanes from 0.2 miles south of FM 1847 to 1.13 miles south of Union Pacific Railroad #2.

II. General

The Engineer is aware of that the Union Pacific Railroad (UPRR) has provided an approval for a request for variance at the SH 550 UPRR#2 Overhead Structure (Palo Alto Industrial Lead Mile Point 1.6) and has taken no exception to a proposed bridge design which allows for Two (2) Future tracks at 20 ft. centers, one north and one south of the existing tracks.

The ENGINEER shall redesign the pertinent bridge structure in accordance with the alternative approved by the UPRR and Interstate Standards.

FUNCTION CODE 163 – MISCELLANEOUS ROADWAY

General Plan Sheet Revisions:

The following plan sheets will be redesigned based on the general scope of work for the supplemental work authorization as stated above, this will include limits, sheet quantities, sheet numbers, specification call outs, etc.

1. Proposed Typicals
2. General Notes
3. E & Q Sheets
4. Roadway Quantities Sheets
5. Delineator and Object Marker Summary Sheets
6. Retaining Wall Alignment Data Sheets
7. Retaining Wall Location Sheets
8. Retaining Wall Layouts Sheets
9. Bridge Sheets (Layouts and Standards)
10. Railroad Exhibits Sheets

FUNCTION CODE 164 – PROJECT MANAGEMENT

- A. Continue to coordinate with TxDOT staff, local municipal agencies and utility companies.
- B. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

FUNCTION CODE 170 – BRIDGE DESIGN

The ENGINEER will re-design and re-analyze the SH 550 at UPRR #2 Bridges (NB and SB) for the PROJECT based on the requirements of the latest TxDOT design manuals and the approval provided by Union Pacific Railroad to allow for Future Tracks at 20 ft off center North and South of the existing tracks.

The ENGINEER will update and re-detail as needed all plan sheets for use by the Owner including but not limited to: Bridge Layout, Railroad Exhibit, EQ and Bearing Seat Elevation Sheet, Abutment Details, Interior Bent Details, Girder Layout Details, Slab Plan and Typical Sections, Girder Design Sheet, Misc. RR Details (if needed), All Pertinent Standards and Standards (MOD).

SH 550 Gap II Project Exhibit C: Work Schedule																																											
ID	Task Name	Duration	Start	Finish	Predecessors	st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May	Jul	3rd Quarter Sep	Nov	Jan	1st Quarter Mar	May
1	SH 550 GAP II Project	1344 days	Wed 4/1/20	Mon 5/26/25																																							
2	Notice to Proceed (NTP)	1 day	Wed 4/1/20	Wed 4/1/20																																							
3	Advanced Funding Agreement	686 days	Wed 4/1/20	Wed 11/16/22																																							
4	Brownsville MPO Coordination (UTP Amendment)	20 days	Wed 4/1/20	Tue 4/28/20																																							
5	Development of AFA and/or PDA if Applicable	30 days	Wed 4/29/20	Tue 6/9/20	4																																						
6	Texas Transportation Commission Approval (AFA)	60 days	Mon 4/20/20	Fri 7/10/20																																							
7	STIP Administrative Revision	60 days	Mon 9/27/21	Fri 12/17/21																																							
8	State Transportation Plan Revision Approval	205 days	Thu 4/1/21	Wed 1/12/22																																							
9	Advanced Funding Agreement Revision	100 days	Thu 1/13/22	Wed 6/1/22	8,7																																						
10	Funding Delay as per Advanced Funding Agreement Revision	120 days	Thu 6/2/22	Wed 11/16/22	9																																						
11	Data Collection / Field Survey	73 days	Wed 4/1/20	Fri 7/10/20																																							
12	Union Pacific Railroad Coordination	523 days	Tue 12/1/20	Thu 12/1/22																																							
13	Union Pacific Railroad Coordination	430 days	Tue 12/1/20	Mon 7/25/22																																							
14	Executed Agreement	0 days	Tue 12/8/20	Tue 12/8/20																																							
15	Verification of Railroad Right of Way	0 days	Wed 3/31/21	Wed 3/31/21																																							
16	UPRR Structural Review of Original Conceptual (Exhibit A)	30 days	Thu 4/1/21	Wed 5/12/21	15																																						
17	Approval of ROW Waiver	279 days	Mon 8/2/21	Thu 8/25/22																																							
18	Prepare Revised Conceptual (Exhibit A)	30 days	Fri 8/26/22	Thu 10/6/22	17																																						
19	TxDOT Bridge Division Review of Conceptual (Exhibit A)	10 days	Fri 10/7/22	Thu 10/20/22	18																																						
20	UPRR Structural Review of Revised Conceptual (Exhibit A)	30 days	Fri 10/21/22	Thu 12/1/22	19																																						
21	Environmental	385 days	Mon 2/1/21	Fri 7/22/22																																							
22	Biological - Aplomado Falcon Survey	240 days	Mon 2/1/21	Fri 12/31/21																																							
23	Biological - Tier 1	60 days	Mon 11/8/21	Fri 1/28/22																																							
24	Biological - Biological Survey / Endangered Species Survey	60 days	Fri 10/1/21	Thu 12/23/21																																							
25	Waters - Wetland Delineation	60 days	Mon 11/1/21	Fri 1/21/22																																							
26	Waters - Water Quality Analysis	40 days	Mon 11/1/21	Fri 12/24/21																																							
27	Waters - USACE Permitting	90 days	Mon 1/24/22	Fri 5/27/22	25,26																																						
28	Approved Categorical Exclusion	40 days	Mon 5/30/22	Fri 7/22/22	27,24																																						
29	PS&E and Bid Package	679 days	Mon 7/13/20	Thu 2/16/23																																							
30	Design Concept Conference	1 day	Mon 7/13/20	Mon 7/13/20	6																																						
31	30% Submittal	20 days	Tue 7/14/20	Mon 8/10/20	30																																						
32	TxDOT Review	15 days	Tue 8/11/20	Mon 8/31/20	31																																						
33	60% Submittal	25 days	Tue 9/1/20	Mon 10/5/20	32																																						
34	TxDOT Review	15 days	Tue 10/6/20	Mon 10/26/20	33																																						
35	90% Submittal	15 days	Tue 10/27/20	Mon 11/16/20	34																																						
36	TxDOT Review	186 days	Tue 11/17/20	Tue 8/3/21	35																																						
37	95% Submittal	30 days	Fri 12/2/22	Thu 1/12/23	36,20																																						
38	TxDOT & UPRR Review	15 days	Fri 1/13/23	Thu 2/2/23	37																																						
39	Final Submittal	10 days	Fri 2/3/23	Thu 2/16/23	38																																						
40	Letting	126 days	Thu 2/16/23	Fri 8/11/23																																							
41	Ready for Letting	0 days	Thu 2/16/23	Thu 2/16/23	39,28																																						
42	State Letter of Authority (SLOA) (TBD) / Federal Participation Authorization & Agreement (FPAA)	25 days	Fri 2/17/23	Thu 3/23/23	41,10																																						
43	Prepare Advertisements	3 days	Fri 3/24/23	Tue 3/28/23	42																																						
44	TxDOT Advertisement Review/Approval	5 days	Wed 3/29/23	Tue 4/4/23	43																																						
45	Prepare Bidding Work Plan	3 days	Fri 3/24/23	Tue 3/28/23	42																																						
46	TxDOT Bidding Work Plan Review and Approval	20 days	Wed 3/29/23	Tue 4/25/23	45																																						
47	Release for Advertisement	0 days	Tue 4/25/23	Tue 4/25/23	46																																						
48	Submit Advertisement to Newspapers	4 days	Wed 4/26/23	Mon 5/1/23	44,47																																						
49	Advertise for Bids (3 weeks, 2 advertisements - 21 & 14 days)	15 days	Tue 5/2/23	Mon 5/22/23	48																																						
50	Addendums (if Required)	15 days	Tue 5/2/23	Mon 5/22/23	48																																						
51	Pre-Bid Meeting	1 day	Wed 5/10/23	Wed 5/10/23	49SS+6 days																																						
52	Open Bids Publicly	1 day	Tue 5/23/23	Tue 5/23/23	49																																						
53	Bid Review (CCRMA)	10 days	Wed 5/24/23	Tue 6/6/23	52																																						
54	Recommendation to Award/Reject or Cancel (CCRMA)	1 day	Wed 6/7/23	Wed 6/7/23	53																																						
55	TxDOT Bid Review	15 days	Thu 6/8/23	Wed 6/28/23	54																																						
56	Request Concurrence Letter (CCRMA)	1 day	Thu 6/29/23	Thu 6/29/23	55																																						
57	TxDOT Concurrence	1 day	Fri 6/30/23	Fri 6/30/23	56																																						
58	TxDOT Draft Concurrence Letter	5 days	Fri 6/30/23	Thu 7/6/23	56																																						
59	TxDOT Compare Obligation to Approval Bid	5 days	Fri 7/7/23	Thu 7/13/23	58																																						
60	TxDOT Requests FHWA Approval in Obligation (Increase/Decrease)	1 day	Fri 7/14/23	Fri 7/14/23	59																																						
61	FHWA Approval Adjustment in Obligation	15 days	Fri 7/14/23	Thu 8/3/23	59																																						
62	Award Bid (CCRMA)	1 day	Thu 8/10/23	Thu 8/10/23	61FS+4 days																																						
63	Approve Contract (CCRMA)	1 day	Fri 8/11/23	Fri 8/11/23	62																																						
64	Project Construction	466 days	Mon 8/14/23	Mon 5/26/25																																							
65	Construction Phase Services	466 days	Mon 8/14/23	Mon 5/26/25	63																																						

Project: Exhibit C - Gap II Updated Sc

Date: Mon 9/12/22

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Critical

Critical Split

Progress

Deadline

Page 1

PROJECT: SH 550 Gap II
 CLIENT: CCRMA
 CONTRACT: GEC Contract
 CSI: X
 COUNTY: Cameron
 S & B JOB NO.: U2716.400

EXHIBIT D - FEE ESTIMATE

9/6/22

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist (U)	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (U)	Secretary	TOTAL HRS		
	163	Miscellaneous Drafting/Standards Revise sheets																		
681022		Metal Beam Guard Fence (Turn Around) Sheets	S & B	BASIC			2					4		4	4	10		24	\$3,588.84	
		Sub Total (163 - Miscellaneous Drafting/Standards Revise sheets)			0	0	2	0	0	0	0	4	0	4	4	10	0	24		\$3,588.84
	163	MISCELLANEOUS ROADWAY																		
681020		Compute and Tabulate Quantities for Revised Limits	S & B	BASIC			2					6		6	6			20	\$3,608.26	
682120		Revise Estimates - Revise Estimates based on updated Quantities	S & B	BASIC								8		20	14			42	\$6,804.44	
681022		Project Submittals - Revised Bridge Layouts 95% and 100%	S & B	BASIC			4				6	6		14	0	18		48	\$8,097.06	
681022		Project Submittals - Revised Railroad Exhibit (2 Submittals)	S & B	BASIC			4				6	9		5	0	20		44	\$7,444.43	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			0	0	10	0	0	0	12	29	0	45	20	38	0	154		\$25,954.19
	164	GENERAL COORDINATION for Bid Packaging and Letting																		
681002		a. Project Manager (Proj Coord)(2 HRS/WK)	S & B	BASIC			10											10	\$2,750.00	
681010		d. Railroad Coordination	S & B	BASIC			8					18		10	10	0	18	64	\$10,266.94	
681004		f. Project Secretary / Clerical (2 hrs/week)	S & B	BASIC													0	0	\$0.00	
		Sub Total (164 - GENERAL COORDINATION for Bid Packaging and Letting)			0	0	18	0	0	0	0	18	0	10	10	0	18	74		\$13,016.94
	170	BRIDGE DESIGN (UPRR #2 NB & SB)																		
681002		Bridge Design - Layouts and Details	L&G	BASIC														0	\$63,156.53	
		Sub Total (170 - BRIDGE DESIGN (UPRR #2 NB & SB))			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$63,156.53
		Sub Total (102 - 170)			0	0	30	0	0	0	12	51	0	59	34	48	18	252	\$42,559.97	\$105,716.50
		LABOR TOTALS Total Hours	MULTIPLIER		0	0	30	0	0	0	12	51	0	59	34	48	18	252		\$105,716.50
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	110.00	90.00	245.16	224.98	207.44	169.73	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR)			79.53	66.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																		
50590		b. Outside reproduction (29 Sets @ 200 Sheet Avg @ \$0.35 11X17 B/W)	S & B	SPECIAL															\$0.00	
52400		c. Travel - Mileage During Plan Development (9 Mtgs and Precon Mtg)	S & B	SPECIAL	Mileage per trip		120	Trips =	0						Mileage Rate (\$/mi.)=	\$ 0.54			\$0.00	
52400		d. Travel to District Area Office- Mileage 5 Meetings	S & B	SPECIAL	Mileage per trip =		10	Trips =	0						Mileage Rate (\$/mi.)=	\$ 0.54			\$0.00	
		Sub Total (F.C. 160)																		\$0.00
		NON LABOR TOTAL																	\$0.00	
		BASIC SERVICE TOTAL																	\$105,716.50	
		SPECIAL SERVICE TOTAL																	\$0.00	
		PROJECT TOTAL																		\$105,716.50

		Project Manager	Engineer V	Engineer IV	Engineer III	EIT	CADD Operator					TOTAL HOURS	TOTAL DOLLARS	
	Contracted Rates	\$215.21	\$180.31	\$139.60	\$127.97	\$84.34	\$69.80							
TASK 170	BRIDGE DESIGN													
	TASK 170.01 - BRIDGE LAYOUTS AND DETAIL DESIGN													
	Subtask 170.01.01 - Bridge Layouts													
	Prepare Bridge Layout for bridge on FM 511 over UPRR #2 NB (2 Sheets)	1	1	2	4	4	8					20		
	Prepare Bridge Layout for bridge on FM 511 over UPRR #2 SB (2 Sheets)	1	1	2	4	4	8					20		
	Prepare Railroad Exhibits for bridge on FM 511 over UPRR #2 NB (2 Sheets)	1	1	2	4	4	8					20		
	Prepare Railroad Exhibits for bridge on FM 511 over UPRR #2 SB (2 Sheets)	1	1	2	4	4	8					20		
	Subtask 170.01.02 - Detail Structural Design													
	D) UPRR #2 EBML & WBML Overpasses													
	1) Estimated Quantities & Bearing Seat Elevations (1 sheet each)	3	10	18	22	22	20					95		
	2) Abutment Details (2 sheets each)		10	10	22	24	40					106		
	3) Interior Bent Details (3 sheets each)		8	10	14	20	20					72		
	4) Girder Layout Details (2 sheets each)		8	8	14	32	48					113		
	5) Slab Plan & Typical Sections (4 sheets each)	3	8	8	14	32	48					113		
	6) Girder Design (1 sheet each)		10	24	28	18	16					96		
	7) Misc. RR Details (as requested by UPRR) (1 sheet)													
	8) Standards and Standards (Mod)(24 sheets)				2		2					4		
	TASK 170.01 SUBTOTAL (L&G)	10	50	78	118	132	178					566		
		2,152.10	9,015.50	10,888.80	15,100.46	11,132.88	12,424.40						\$60,714.14	
	TASK 170.02 - SUMMARIES, ESTIMATE, AND SPECIFICATIONS													
	Prepare and submit engineering estimate	2	2	4	4							12		
	Prepare and submit General notes, special provisions and special specifications			1	1							2		
	TASK 170.02 SUBTOTAL (L&G)	2	2	5	5							14		
		430.42	360.62	698.00	639.85								\$2,128.89	
	TASK 170.03 - QUALITY CONTROL / QUALITY ASSURANCE (QC/QA)													
	Comprehensive QC/QA Review at 30% milestone													
	Comprehensive QC/QA Review at 60% milestone													
	Comprehensive QC/QA Review at 90% milestone													
	Comprehensive QC/QA Review at 95%/100% milestone													
	TASK 170.03 SUBTOTAL (L&G)													
	TASK 170 BRIDGE DESIGN SUBTOTAL (L&G)	\$2,582.52	\$9,376.12	\$11,586.80	\$15,740.31	\$11,132.88	\$12,424.40					580	\$62,843.03	
	TOTALS													
	TOTAL HOURS (L&G)	12	52	83	123	132	178					580		
	TOTAL LABOR COST (L&G)	\$2,582.52	\$9,376.12	\$11,586.80	\$15,740.31	\$11,132.88	\$12,424.40						\$62,843.03	
	L&G Direct Expenses													
	11"x 17" Color Copies (Regular Bond) at \$1.25 per page	78											\$97.50	
	Millage (2 Site visits - 60 miles one way) at \$0.54 per mile	240											\$129.60	
	Mileage (4 visits to S&B office - 10 miles one way) at \$0.54 per mile	80											\$43.20	
	Mileage (1 visits to Cam / CCRMA office - 40 miles one way) at \$0.54 per mile	80											\$43.20	
	Total L&G Direct Expenses												\$313.50	
	TOTAL =												\$63,156.53	

**2-K CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 3 TO A & I
CUSTOM MANUFACTURING, LLC FOR THE ISLA BLANCA PARK TOLL
BOOTHES.**


AIA® Document G701™ – 2017
Change Order

PROJECT: <i>(Name and address)</i> Cameron County Isla Blanca Tool Booths South Padre Island, Texas	CONTRACT INFORMATION: Contract For: General Construction Date: December 21, 2021	CHANGE ORDER INFORMATION: Change Order Number: 03 to the Contract Date: November 1, 2022
OWNER: <i>(Name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	ARCHITECT: <i>(Name and address)</i> Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521	CONTRACTOR: <i>(Name and address)</i> A & I Custom Manufacturing LLC 4337 Martinal Rd. Brownsville, Texas 78526

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Credit Cameron County **\$10,850.00** for unused allowances.

The original Contract Sum was	\$ 385,504.49
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 385,504.49
The Contract Sum will be decreased by this Change Order in the amount of	\$ 10,850.00
The new Contract Sum including this Change Order will be	\$ 374,654.49

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

The new date of Substantial Completion will be August 12, 2022

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

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

Gomez Mendez Saenz, Inc.

A & I Custom Manufacturing LLC

Cameron County Regional Mobility
AuthorityARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Mr. Roan G. Gomez, AIA, Project
Architect

Mr. Ismael Herrera

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

November 1, 2022

November 7, 2022

DATE

DATE

DATE



**2-L CONSIDERATION AND APPROVAL OF FINAL PAYMENT TO A & I
CUSTOM MANUFACTURING, LLC FOR THE ISLA BLANCA PARK TOLL
BOOTHES.**

APPROVED**By Alejandro at 8:45 am, Nov 08, 2022**

2-L

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

2

PAGES

TO OWNER:

PROJECT: Cameron County
Isla Blanca Park
Toll BoothsCameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575200 4024 70350
200 4024 22000

Job # 2021-004

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	OTHER

APPLICATION DATE: November 1, 2022
PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

A & I Custom Manufacturing LLC

4337 Martinal Rd.
Brownsville Tx. 78526

CONTRACT FOR:

PROJECT NOS: 2021-004

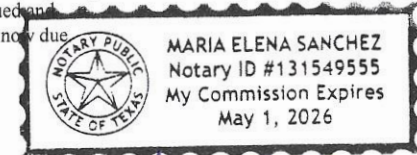
CONTRACT DATE: December 21, 2021

CONTRACTOR'S APPLICATION FOR PAYMENTApplication is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 385,504.49 |
| 2. Net change by Change Orders | \$ | 0.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 385,504.49 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 374,654.49 ✓ |
| 5. RETAINAGE: | | |
| a. 5 % of Completed Work (Column D + E on G703) | \$ | 0.00 |
| b. 5 % of Stored Material (Column F on G703) | \$ | 0 |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 0.00 ✓ |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 374,654.49 ✓ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 355,921.77 ✓ |
| 8. CURRENT PAYMENT DUE | \$ | 18,732.72 ✓ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) Balance to Owner | \$ | 10,850.00 ✓ |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:



By:

Date:

State of: Texas

County of: Cameron

Subscribed and sworn to before me this

day of

Notary Public: Maria Elena Sanchez

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

18,732.72 ✓

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS		\$0.00
NET CHANGES by Change Order	\$0.00	

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Entered **Posted**Reviewed for Accuracy
By: MRI**RECEIVED**

By Monica Ibarra at 10:11 am, Nov 08, 2022

REVIEWED

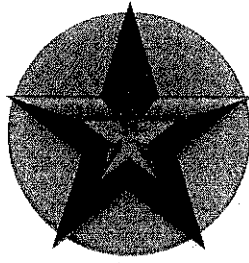
By Victor J. Barron - Controller at 5:13 pm, Nov 08, 2022

REVIEWED

By Lulu Mayorga at 4:28 pm, Nov 09, 2022

DocuSigned by:
Pete Sepulveda, Jr.
11/9/2022

	Original contract sum	\$385,504.49
	net change by co	\$0.00
	Contract to date	\$385,504.49
Total Completed and stored to date		\$374,654.49
	Retainage to date	\$0.00
	Total earned less retainage	\$374,654.49
	Less Previous Cert for payment	\$355,921.77
	Current Payment Due:	\$18,732.72
	Credit To Customer	\$10,850.00



CAMERON COUNTY

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

CERTIFICATE OF OCCUPANCY

This letter is to certify that a Final Inspection has been inspected and found to be in complete compliance with all applicable County Regulations and provisions of the International Residential Code and National Flood Insurance Act.

DATE:	<u>September 01, 2022</u>
PROPERTY DESCRIPTION:	<u>Isla Blanca Park</u> <u>33450 State Park Road/ South Padre Island</u>
BUILDER:	<u>Ismael Herrera</u>
OWNER:	<u>Cameron County (2 Toll Booth)</u>
PERMIT NUMBERS:	<u>83623</u>

For verification contact our office at (956) 247-3500.

Jonathan Pena &
Celestino Martinez/lg
Cameron County Inspector

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Cameron County Isla Blanca Tool Booths Port Isabel, Texas	CONTRACT INFORMATION: Contract For: General Construction Date: December 21, 2021	CERTIFICATE INFORMATION: Certificate Number: 001 Date: October 11, 2022
OWNER: <i>(name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	ARCHITECT: <i>(name and address)</i> Gomez Mendez Saenz, Inc. 1150 Paredes Line Rd. Brownsville, Texas 78521	CONTRACTOR: <i>(name and address)</i> A & I Custom Manufacturing LLC 4337 Martinal Rd. Brownsville, Texas 78526

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire Project

Gomez Mendez Saenz,
Inc.

ARCHITECT *(Firm Name)*



SIGNATURE

Mr. Roan G. Gomez, AIA,
Project Architect

PRINTED NAME AND TITLE

August 25, 2022

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Entire Project

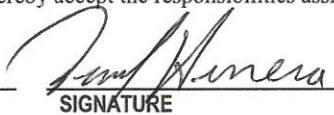
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

A & I Custom
Manufacturing LLC

CONTRACTOR *(Firm Name)*

Cameron County Regional
Mobility Authority

OWNER *(Firm Name)*



SIGNATURE

Ismael Herrera

PRINTED NAME AND TITLE

10-13-2022

DATE

PRINTED NAME AND TITLE

DATE

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Cameron County Isla Blanca Tool Booths Port Isabel, Texas	ARCHITECT'S PROJECT NUMBER: C2003520	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	CONTRACT DATED: December 21, 2021	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF: Texas
COUNTY OF: Cameron

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.


EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

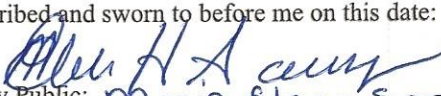
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

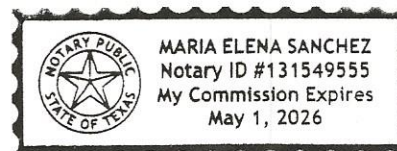
CONTRACTOR: *(Name and address)*
A & I Custom Manufacturing LLC
4337 Martinal Rd.
Brownsville, Texas 78526

BY:


(Signature of authorized representative)
Ismael Herrera
(Printed name and title)

Subscribed and sworn to before me on this date: 10-17-22


Notary Public: Maria Elena Sanchez
My Commission Expires: May 1, 2026





AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Cameron County Isla Blanca Tool
Booths

Port Isabel, Texas

TO OWNER: *(Name and address)*

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

ARCHITECT'S PROJECT NUMBER:

C2003520

CONTRACT FOR: General Construction

CONTRACT DATED: December 21, 2021

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF: Texas

COUNTY OF: Cameron

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

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


BY:

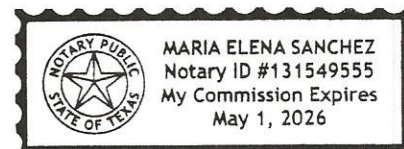

(Signature of authorized representative)

Ismael Herrera

(Printed name and title)

Subscribed and sworn to before me on this date: 10-17-22


Notary Public: Maria Elena Sanchez
My Commission Expires: May 1, 2026



CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. CNB-39827-00

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

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

ARCHITECT'S PROJECT NO.: N/A

CONTRACT FOR: 2021-004- Isla Blanca Park, Tow (2) toll booths

PROJECT:
(Name and address)

2021-004- Isla Blanca Park, Tow (2) toll booths

CONTRACT DATED: November 18, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Insurors Indemnity Company
P.O. Box 32577
Waco, TX 76703

, SURETY,

on bond of
(Insert name and address of Contractor)

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 14, 2022
(Insert in writing the month followed by the numeric date and year.)

Insurors Indemnity Company

(Surety)

(Signature of authorized representative)

Russ Frenzel, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Yamillec Ramos, Witness



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



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G707—1994

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-39827-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Russ Frenzel of the City of Dallas, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest:

Tammy Tieperman
Tammy Tieperman, Secretary

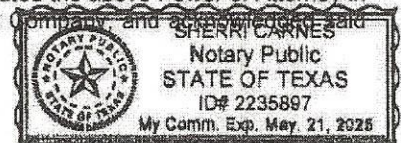
By:

Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 14th day of October, 2022

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

**2-M CONSIDERATION AND APPROVAL OF CONTINGENCY
EXPENDITURE AUTHORIZATION NO. 2 FOR THE CAMERON
COUNTY PARKS ADMINISTRATION BUILDING.**



Contingency Expenditure Authorization

Project: Cameron County Parks
Isla Blanca Park Administration Building
South Padre Island, Texas

Authorization No: 2-R2

Project No.:

Date: 11/01/22

To: Noble Texas Builders, LLC.
108 S. Main St.
La Feria, TX 78559
Attention: Mauricio Gomez

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-08	Revised Waterline, Fire Line and Fire Hydrant charges	\$6,791.00
--------	---	------------

Total: \$6,791.00

These are to be funded out of:

Owner Contingency Allowance	\$6,791.00
Paving Allowance	\$0.00

Total: \$6,791.00

Original Allowance Fund Summary:

Owner Contingency Allowance	\$43,654.00
Paving Allowance	\$3,654.00

Total of Previous Owner Allowance Expenditure Authorizations	\$3,227.00
---	------------

Total Authorized Allowance Expenditures for CEA 2	\$6,791.00
---	------------

Remaining Allowance Balance:	\$33,636.00
-------------------------------------	-------------

Remaining Owner Allowance Fund Summary:

Owner Contingency Allowance	\$29,982.00
Paving Allowance	\$3,654.00

Approval:

Cameron County Regional Mobility Authority

GMS Architects

Noble Texas Builders, LLC.

Date

11/1/2022

Date

11/7/22

Date

**2-N CONSIDERATION APPROVAL OF MEMORANDUM OF AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE UNITED STATES SECTION OF THE
INTERNATIONAL BOUNDARY AND WATER COMMISSION
REGARDING THE RELOCATION OF THE UNITED STATES
INTERNATIONAL BOUNDARY WATER COMMISSION LEVEE
SEGMENTS IN CAMERON COUNTY, TEXAS.**



INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
ACQUISITIONS DIVISION

December 13, 2016

Cameron County Reginal Mobility Authority
3461 Carmen Ave
Rancho Viejo, TX 78575

Subject: Memorandum of Agreement (MOA)

Frank Parker Jr.,

The enclosed MOA between Cameron County Regional Mobility Authority and the United States Section of the International Boundary and Water Commission. Please sign and return copy by email or mail to:

United States Section International Boundary and Water Commission
Acquisitions
4714 N. Mesa St, STE C-100
El Paso, TX 79902

Please contact me by phone at (915) 832-4714 or by email at Philip.Johnson@ibwc.gov if you have any questions.

Sincerely,

Philip Johnson
Contracting Officer

**MEMORANDUM OF AGREEMENT
BETWEEN
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND
UNITED STATES SECTION OF THE INTERNATIONAL BOUNDARY AND WATER COMMISSION**

**REGARDING
RELOCATION OF THE UNITED STATES INTERNATIONAL BOUNDARY WATER COMMISSION LEVEE
SEGMENTS IN CAMERON COUNTY, TEXAS**

This Memorandum of Agreement, hereinafter referred to as "MOA," constitutes an agreement between the Cameron County Regional Mobility Authority (the "Authority") acting herein by and through the Board Of Directors, (hereinafter referred to as CCRMA) as represented by David E. Alex, Chairman, and the United States Section of the International Boundary and Water Commission, hereinafter referred to us as "USIBWC," as represented by the Commissioner of the USIBWC in El Paso, Texas, collectively referred to as the parties to this agreement.

WHEREAS, the Authority is a regional mobility authority and political subdivision of the State of Texas authorized under Chapter 370, Texas Transportation Code, responsible for developing certain mobility projects in and around Cameron County, Texas;

WHEREAS, the Authority is developing the project referred to as State Highway 32, a new roadway connecting the Veterans International Bridge in Brownsville to the Port of Brownsville with the purpose of moving goods and services to and from the Port (the "Project");

WHEREAS, the USIBWC is a federal governmental agency and the U.S component of the International Boundary and Water Commission which applies the boundary and water treaties of the United States and Mexico;

WHEREAS, the USIBWC is authorized to construct, operate and maintain any project or works projected by the United States of America within the Lower Rio Grande Flood Control Project (hereinafter referred to as "LRGFCP"), as authorized by the Act of the 74th Congress, SESS.I CH.561 [H.R.6453] approved August 19, 1935 (49 Stat.660), and codified at 22 U.S.C. section 277, 277a, 227b, 277c, and Acts amendatory thereof and supplementary thereto;

WHEREAS, the construction, operation and maintenance of LRGFCP works in furtherance of the provisions of Minutes 196, 212, 238, and 285 of the International Boundary and Water Commission, United States and Mexico regarding improvement of international flood control works on the lower Rio Grande;

WHEREAS, pursuant to 22 U.S.C. sections 277b and 277c the USIBWC is authorized to enter into agreements in connection with the acquisition of lands and construction, operation and maintenance of any flood control project or works on the LRGFCP with state and local political subdivisions within which such project or works may be in whole or in part situated upon;

WHEREAS, pursuant to 44 CFR Section 65.10 FEMA will only recognize in its flood hazard and risk mapping effort those levee systems that meet, and continue to meet, minimum design, operation and maintenance standards;

WHEREAS, the USIBWC has a responsibility to operate and maintain the features and works of the Lower Rio Grande Flood Control Project in order to provide flood control;

WHEREAS, the Project will cross the jurisdiction of the USIBWC, including relocating USIBWC owned levees, and is subject to written approval from the USIBWC, either in the form of a permit or license;

NOW THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

ARTICLE I: PURPOSE/OBJECTIVE OF PROJECT

The overall purpose/objective of the project is to construct a roadway that would ultimately provide for a controlled access facility within a variable right-of-way along the ten mile stretch. The proposed project is approximately 10.5 miles with improvements beginning on I 69 and running east to State Highway 4.

ARTICLE II: RESPONSIBILITIES

A. The Authority will commit to the following:

- (1) The Authority shall provide design documents, including the relevant plans and specifications (the "Plans and Specifications") design report, and geotechnical report for the Project to the USIBWC for review and comment at every phase of design (60%, 90%, Final). Submission of all these documents shall henceforth be referred to as design deliverables. The USIBWC will provide comments to the design deliverables within twenty-one (21) calendar days from receipt of the same.**
- (2) The Authority shall design the relocated USIBWC levee segment(s) in accordance with USIBWC requirements. For the modified levee portions, the design shall include standards, including maintaining existing levee freeboard for the design flood that will permit levee accreditation by the U.S. Federal Emergency Management Agency (FEMA).**
- (3) The Authority will ensure that there is at least sixteen (16) feet of clearance between the highway or other structures that are constructed above the levee and the highest point of the levee that is under the highway. The clearance is necessary to ensure that there is sufficient space for levee maintenance on the top of the levee, including compacting the levee and other rehabilitation and maintenance activities.**
- (4) The Authority shall complete and submit the following to the USIBWC:**
 - a. Letter of Application;**
 - b. Maps of the Project, including location map, vicinity map and project map;**

- c. Drainage Report with digital copies of hydraulic models and calculations;
 - d. Design Report in hard copy and electronic format at each design phase;
 - e. Geotechnical Reports in a hard copy and electronic format at each design phase;
 - f. Certificate of Substantial Completion, signed by both the Authority and Contractor shall be provided to the USIBWC within 30 calendar days of Substantial Completion;
 - g. Final As-Built drawings in electronic format (both pdf and AutoCAD); the top of the levee shall be designed as a minimum 16-foot wide maintenance road consisting of a 6-inch layer of flex-base material (caliche based) directly placed on the finished embankment material. The Contractor shall design the levee-raising fill on both projects with side slope of 3:1 (H:V) on the riverside and 3:1 or steeper on the landside if existing ROW is insufficient. However, in no case will the side slope on the landside be steeper than 2.5:1 (H:V), unless special measures are taken whereby the slope would not require mowing.
 - h. Final as-built levee survey data in electronic tabular format at completion of construction at a minimum stationing that corresponds to stationing in designed cross sections. Data shall include bench excavation, embankment fill, roadway surfacing, topsoil, and slope information;
 - i. Any required letters from state and federal agencies concurring with the proposed work;
 - j. Letter certifying that the project has been designed and was constructed to meet the requirements of the U.S. Army Corps of Engineers document EM 1110-2-1913 Design and Construction of Levees and 44 Code of Federal Regulations 65.10 FEMA Levee Certification Requirements.
 - k. Plans and Specifications of the Project in hard copy and electronic format. Electronic format of plans to be both in pdf and AutoCAD;
 - l. Final National Environmental Policy Act (NEPA) documents for the project;
- (5) The Authority shall construct the portion of the project associated with the USIBWC levees in accordance with the plans and specifications approved by the USIBWC. No deviations shall be implemented during construction without written approval by the USIBWC.
 - (6) The Authority shall assure that the newly reconstructed USIBWC levee is in place and Substantially Complete (as agreed to by USIBWC), prior to removal of the existing USIBWC levee.
 - (7) All transferred properties shall be owned by the USIBWC with no encumbrances with duly approved documents with metes and bounds properly executed and filed with the County Court House having jurisdiction.
 - (8) The Authority shall update Licenses and permits for utilities crossing new relocated levee(s). Licenses shall conform to the internal processing of USIBWC's licenses, leases, and permits program for activities within the USIBWC Right-of-Way or USIBWC maintained floodways.
 - (9) The Authority shall identify Licenses or permits on the existing levee system that are to be abandoned, or if necessary amended to conform to the levee(s) to be relocated. Amended

licenses or permits shall conform to USIBWC's licenses, leased, and permits program for activities within USIBWC Right-of-Way or USIBWC maintained floodways.

- (10) The Authority shall be responsible for acquiring and transferring all rights of way for construction and maintenance for the new USIBWC levee at no cost to the USIBWC.
- (11) The Authority shall provide a highly qualified construction inspector to provide Quality Assurance during the construction of the Project. The construction inspector shall meet USIBWC minimum requirements.
- (12) The Authority shall provide a solicitation schedule for the proposed solicitation of all phases of the project.
- (13) The Authority shall be responsible for coordination with any regulatory agencies, such as U.S. Army Corps of Engineers (USACE) and U.S. Fish and Wildlife Service (USFWS). In addition, the Authority shall be responsible for any required mitigation for this project along with any effects on wetlands/fish & wildlife of the moved levees.
- (14) The Authority will be responsible for maintenance, repair, and rehabilitation of the replacement levee segments for the first year after substantial completion of the replacement levee segments to ensure that the levee segments were adequately constructed to withstand the forces of nature, settling, and other factors which adversely affect the levee and occur within the first year after construction. The Authority agrees to bear all costs associated with the maintenance, repair, and rehabilitation of the replacement levee segments which are identified by the USIBWC representative, who serves as a liaison during construction of the Project, during this one-year period after the levee construction is determined to be substantially complete.
- (15) The Authority failure to comply with the terms of this agreement set forth herein, will result on the USIBWC request of the Authority immediately ceasing of its activity until both parties have resolved the Authority's failure to comply with the terms of this agreement.
- (16) The Authority will be required to provide the USIBWC a certificate of substantial completion and completed forms.

B. The USIBWC will commit to the following:

- (1) Once the requirements of the USIBWC are satisfied, USIBWC shall issue a permit or license for the Project. The Authority shall not be subject to any permit or license fee.
- (2) The USIBWC shall provide written comments to the Authority on all design deliverables within twenty-one (21) calendar days of receipt.
- (3) The USIBWC shall provide a representative that will serve as a liaison during construction of the Project. This representative shall be available to attend construction meetings and shall attend all formal inspections of the Project. The USIBWC also reserves the right to perform random inspections of the site to assure construction of the levees relocated is being

performed in conformance with the approved Plans and Specifications and if the performance does so conform.

- (4) The USIBWC shall provide responses to all questions and concerns, to include Requests for Information (RFI) during construction within five (5) calendar days. Any question, concern, or RFI received after 2:00 pm Central Time, shall be considered to be received the following business day.
- (5) The USIBWC shall provide Final Acceptance of the Project based on written confirmation from the Authority that the project was constructed in accordance with the USIBWC approved plans and specifications and based upon findings of the local USIBWC representative.
- (6) Maintenance, repair, and rehabilitation of the newly constructed levee segments will be the responsibility of the USIBWC beginning one year after substantial completion of the replacement levee segments.

ARTICLE III: INTERAGENCY COMMUNICATIONS

- A. To provide for consistent and effective communication between both parties, each agency will immediately designate representatives to serve as the points of contact on all matters relating to this MOA. Each agency will advise the other agency in writing of the names and telephone numbers of the representatives designated.
- B. The designated representatives of the Authority and USIBWC will participate in monthly meetings, on mutually acceptable times, to discuss progress of ongoing construction activities.
- C. The Authority shall be responsible for keeping the USIBWC abreast of significant issues that may or will result in changes, delays, or may affect the USIBWC's mission to convey the design flood control within its levee system.
- D. The Authority shall provide USIBWC with monthly updates regarding materials testing data, Contractors schedules and survey data for all levee relocation work.
- E. The Authority shall provide USIBWC the 90% set of Record Drawings once each levee project is completed and will be allowed to provide corrective action comments to the Authority within twenty-one (21) calendar days of receipt.
- F. The USIBWC shall participate in the pre-final and final inspection of the project and will be allowed to provide corrective action comments to the Authority within fourteen (14) calendar days.
- G. The Authority shall allow USIBWC Operations and Maintenance – Mercedes (O&M) inspection rights of all relocated gate well structures. The USIBWC shall provide corrective action comments to the Authority within twenty one (21) calendar days of receipt.
- H. The Authority will assure the sluice gate mechanisms that are approved for use on the project are first vetted and approved through O&M.

ARTICLE IV: AMENDMENTS

This MOA may be modified at any time by written agreement of both parties. Either party may request a review of the contents of this agreement, at any time, to provide recommendations for amendments.

ARTICLE V- RESOLUTION OR DISSAGREEMENTS

The parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this MOA by negotiation between those executives who have direct responsibility for administration of this MOA. Any dispute arising under this MOA, which is not disposed of by agreement of executives of the Parties, shall be submitted jointly to the organizational heads of the Parties: the Commissioner of the USBWC and the Board of Directors of CCRMA. A joint decision of the organizational heads of the Parties shall be the disposition of such dispute. If the dispute has not been resolved by a joint decision of the organizational heads of the Parties, the Parties shall endeavor to settle the dispute by mediation. Pending the resolution of any dispute or claim pursuant to this article, the Parties agree that performance of all obligations contained in this MOA shall be diligently pursued.

ARTICLE VI: EFFECT AND DURATION

This MOA is effective on the date signed by both parties and remains in effect until one year after construction Substantial Completion of this project is achieved. All activities carried out pursuant to this MOA are subject to the treaties, laws, and regulations applicable to each party.

ARTICLE VII: COST AND FUNDING

The Authority will fund the entire cost of the project to include all engineering, design, construction, and acquisition of real property and/or easements in order to accomplish this project. The USBWC's will not have any financial obligations under this MOA. As noted in ARTICLE II: Responsibilities Section (13), the Authority also agrees to fund any post-construction maintenance and repair of modified levees.

ALTICLE VIII: TERMINATION

Either party may terminate this agreement 30 days or more prior to the initiation of any construction activities related to this agreement. If this Agreement is terminated the parties shall agree to the terms of the termination and the disposition of awarded and pending actions.

ARTICLE IX: MICELANEOUS

- A. Severability. Should any provision of this MOA be determined to be inconsistent with federal law, such provision shall be severed without impact to the other parts of this MOA.
- B. Third Party Rights. This document is an agreement between the Parties and does not create or confer any rights, privileges, or benefits upon any person, party, or entity, This MOA is not and shall not be construed as a rule or regulation.

- C. Non-interference with Statutory Duties. Nothing in this MOA shall be construed as affecting the authority or jurisdiction of either Party in carrying out its responsibilities under existing statutes or treaties.

IN WITNESS WHEREOF, the parties hereto execute this instrument to be effective when signed by both parties

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY:

Frank Parker Jr.
Chairman

Date

UNITED STATES SECTION, INTERNATIONAL BOUNDARY AND WATER COMMISSION:

Laura A. Baker
Laura A. Baker
Contracting Officer, Acquisition Division

11/20/2016
Date

Jose A. Nuñez
Jose A. Nuñez, P.E.
Principal Engineer, Engineering Department

01/26/2016
Date

Diana C. Forti
Diana C. Forti
Chief Administration Officer, Administration Department

1/25/2016
Date

**2-O CONSIDERATION AND APPROVAL OF THE HARLINGEN RAIL
IMPROVEMENTS PHASE 1 AGREEMENT FOR PE/NEPA BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
UNION PACIFIC RAILROAD.**

Attachment 2

STATEMENT OF WORK

Cameron County Regional Mobility Authority, Texas

Harlingen Rail Improvements Project – Phase I (PE/NEPA)

Railroad Line Relocation and Improvement Program (RLR), Fiscal Year 2010 Congressionally Directed Spending

1.0 AUTHORITY

Authorization	Omnibus Appropriations Act, 2009, Public Law 111-008 (March 11, 2009)
Funding Authority/Appropriation	<p>Departments of Transportation and Housing and Urban Development, and Related Agencies Appropriations Act, 2010</p> <p>Conference Report, H.R. 3288, pp. 413 and 517</p> <p>Funding is provided under the Rail Line Relocation and Improvement Program heading of the appropriation to the 'North Rail Relocation Project, Cameron County, TX' which is funded through this Agreement.</p>
Notice of Funding Opportunity (NOFO)	N/A – Directed Funding

To the extent there is a conflict between Attachment 1 and this Attachment 2, Attachment 1 governs.

2.0 BACKGROUND

This Agreement funds the Cameron County Regional Mobility Authority ("CCRMA" or "Grantee") to complete pre-construction activities, such as preliminary engineering design and an environmental review that is compliant with National Environmental Policy Act (NEPA) and related federal laws, for various improvements at certain highway-rail grade crossings (crossings), which is proposed to include certain closures, configuration changes through the construction of new tracks, and realignment of track [the "Harlingen Rail Improvements Project – Phase I (PE/NEPA)" or "Project", formerly titled "North Rail Relocation Project, Cameron County, TX" as shown in Conference Report, H.R. 3288, as further described herein].

CCMRA is partnering with Union Pacific Railroad (UP) and the City of Harlingen (City) to complete the Project, which is located within the City's limits. The Project is the Phase 1 of the final phase of a series of projects with the UP started in 2003 in order to relocate their railroad switching operation in Harlingen to the new Olmito switchyard in order to improve regional safety and to increase operational efficiency, resilience, and expandability.

The Project will allow CCMRA and UP to proceed with phase II which include final design and construction activities, to be funded with other federal financial assistance.

3.0 GENERAL OBJECTIVE

The objective of the Project is to complete pre-construction work for crossings improvements and related track work. If built, the CCMRA will be able to eliminate degrading track, enhance railroad switching operations from the UP Harlingen Switchyard to UP's Olmito Switchyard in Brownsville to the south, and to reduce congestion by reducing the number of at grade crossings located within the Harlingen urban area.

4.0 PROJECT LOCATION

The crossings and tracks that are the subject of the Project are located in the City of Harlingen, TX, in Cameron County, TX.

5.0 DESCRIPTION OF WORK

Task 1: Project Administration

Project Administration includes work that is necessary for the Grantee to manage this Project, including grant administration and UP legal support.

1a. Detailed Project Work Plan

For this initial task, the Grantee will prepare a Detailed Project Work Plan, Budget, and Schedule for the following tasks, which may result in amendments to this Agreement. The Detailed Project Work Plan will describe, in detail, the activities and steps necessary to complete the tasks outlined in the Statement of Work, and it will be reviewed and approved by the FRA. The Detailed Project Work Plan will also include the following information (not an exhaustive list):

- Project schedule (with Grantee and agency review durations), and it will be consistent with the Approved Project Budget but will provide a greater level of detail.
- Project management approach (including team organization, team decision-making, roles and responsibilities and interaction with FRA.)
- Quality assurance and quality control procedures.
- CCMRA – UP Project Agreement that outlines roles and responsibilities

The Grantee acknowledges that work on subsequent tasks will not commence until the Detailed Project Work Plan has been completed, submitted to FRA, and the Grantee has received approval in writing from FRA, unless such work is permitted by pre-award authority provided by FRA. The FRA will not reimburse the Grantee for costs incurred in contravention of this requirement unless otherwise notified by FRA.

1b. Reporting and Closeout

The Grantee will perform the close-out process for the Project. This process includes making the final checks on the contractor's work, collecting and checking final documentation, and making final payment. The Grantee will submit a Final Performance Report, along with other final closeout-related reports as required under this Agreement, to the FRA within 120 days of the Project Performance Period end date. The Final Performance Report should describe the cumulative activities of the project, including a complete description of the Grantee's achievements with respect to the project objectives and milestones, overall budget/financial status, benefits obtained from the grant, and service outcomes.

This task also includes the completion of reports as required in Attachment 1.

Task 1 Deliverables:

- Detailed Project Work Plan, Budget and Schedule
- Final Performance Report
- Executed CCMRA – UP Project Agreement

Task 2: Environmental Review

The Grantee will complete, and submit to FRA for approval, the documentation FRA determines is necessary to comply with the NEPA and related environmental laws (collectively, "environmental documentation"). Upon request from FRA, the Grantee will submit a Project description, appropriate Project maps, or any other relevant background information, which will later be incorporated into the NEPA documentation. This information may be submitted with the Detailed Project Work Plan described in Task 1 above. FRA will use this documentation to provide the Grantee with additional direction regarding the required environmental documentation. FRA will take the Grantee's information and make a class of action determination (likely to be a Categorical Exclusion (CE)).

Task 2 Deliverables:

- Draft NEPA documentation
- Final NEPA documentation
- Environmental Permits, if applicable

Task 3: Engineering Design

The Grantee will prepare or cause to be prepared a Preliminary Engineering (PE) Package showing, as applicable, design plans, specifications and estimates necessary to demonstrate the effectiveness, feasibility, and readiness of the Project. The PE Package must include an engineer's preliminary schedule and construction estimate and documentation showing approval of the plan by all stakeholders impacted by the proposed Project, as appropriate. The Grantee will submit the PE Package to FRA for approval.

Task 3 Deliverable:

- PE Package

6.0 ENVIRONMENTAL COMPLIANCE

FRA has evaluated the actions covered in this grant in accordance with NEPA (NEPA; 42 U.S.C. 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA implementing regulations (23 CFR part 771, Environmental Impact and Related Procedures). FRA

has determined that the actions funded under this grant for the preliminary engineering and compliance with NEPA and related laws and regulations are categorically excluded from detailed environmental review pursuant to 23 CFR 771.116 (c) (1), (3), (4), and (8). Categorical exclusions (CEs) are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). See 40 CFR 1508.4.

In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 CFR 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of preliminary engineering/NEPA documentation funded under this grant that might trigger the need for a more detailed environmental review.

7.0 PROJECT COORDINATION

The Grantee will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, state government agencies, and funding partners, including:

- UP
- City of Harlingen, TX
- FRA

8.0 PROJECT MANAGEMENT

The Grantee is responsible for facilitating the coordination of all activities necessary for implementation of the Project. Upon award of the Project, the Grantee will monitor and evaluate the Project's progress through regular progress meetings scheduled throughout the Project's duration. The Grantee will:

- Participate in a project kickoff meeting with FRA
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work
- Hold regularly scheduled Project meetings with FRA, as appropriate
- Inspect and approve work as it is completed
- Review and approve invoices as appropriate for completed work
- Perform Project close-out audit to ensure contractual compliance and issue close-out report
- Submit to FRA all required Project deliverables and documentation on-time and according to schedule, including periodic receipts and invoices
- Comply with all FRA Project reporting requirements, including, but not limited to:
 - a. Status of project by task breakdown and percent complete
 - b. Changes and reason for changes in updated Detailed Project Work Plan, Budget, and/or Schedule
 - c. Description of unanticipated problems and any resolution since the immediately preceding progress report
 - d. Summary of work scheduled for the next reporting period
- Read and understand the Terms and Conditions of this Agreement

- Notify FRA of changes to this Agreement that require written approval or modification to the Agreement

Attachment 3

DELIVERABLES AND APPROVED PROJECT SCHEDULE

Cameron County Regional Mobility Authority, Texas

Harlingen Rail Improvements Project – Phase I (PE/NEPA)

The Project Performance Period will be as indicated on the cover page of this Agreement (page 1). Unless otherwise approved, requests for extensions of the Project Performance Period must be submitted not later than 90 days before the end of the Project Performance Period, consistent with Attachment 1.

APPROVED PROJECT SCHEDULE			
TASK #	ACTIVITY	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
1	Project Administration	Continuous for the Agreement Duration	
2	Environmental Review		
3	Engineering Design		

The deliverables associated with this Agreement are listed below. The Grantee must complete these deliverables to FRA's satisfaction in order to be authorized for funding reimbursement and for the Project to be considered complete.

Task#/ Subtask #	DELIVERABLE NAME	DUE DATE
1	Detailed Project Work Plan, Budget, and Schedule	Within 30 days of Agreement execution date
1	CCMRA - UP Project Agreement	Submitted prior to Agreement execution

Task#/ Subtask #	DELIVERABLE NAME	DUE DATE
1	Final Performance Report	Within 120 days after the Project Performance Period end date
2	Draft NEPA documentation	
2	Final NEPA documentation	
2	Environmental Permits, if applicable	
3	PE Package	

Attachment 4

APPROVED PROJECT BUDGET

Cameron County Regional Mobility Authority, Texas

Harlingen Rail Improvements Project – Phase I (PE/NEPA)

The estimated total Project cost is \$588,541, for which the FRA Award will contribute up to 67.96% of the total Project cost, not to exceed \$400,000. The Grantee's Non-Federal Contribution is comprised of [cash contributions only/cash in the amount of \$XX and [insert description of in-kind contribution] valued at \$XX]. Any additional expense required beyond that provided in this Agreement to complete the Project will be borne by the Grantee.

Project Estimate by Task

Task #	Task Name	Federal Contribution	Non-Federal Contribution	Total Cost
1	Project Administration	\$	\$	\$8,541
2	Environmental Review	\$	\$	\$75,000
3	Engineering Design	\$	\$	\$505,000
TOTAL PROJECT COST (Est.)		\$400,000	\$188,541	\$588,541

Revisions to the Approved Project Budget will be made in compliance with Attachment 1 of this Agreement. The Grantee will allocate expenditures, by Federal and Non-Federal Contributions, when seeking reimbursement from FRA.

Project Budget by Source

Funding Source	Project Contribution Amount	Percentage of Total Project Cost
Federal Contribution (<i>FRA FY10 RLR Congressionally Directed</i>)	\$400,000	67.96%
Non-Federal Contribution (<i>Grantee</i>)	\$188,541	32.04%
TOTAL PROJECT COST (Est.)	\$588,541	100.00%

Attachment 5

PERFORMANCE MEASUREMENTS

Cameron County Regional Mobility Authority, Texas

Harlingen Rail Improvements Project – Phase I (PE/NEPA)

I. PERFORMANCE MEASUREMENTS

The Quarterly Progress Report covers the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess Grantee's progress in achieving strategic goals and objectives. The Grantee will submit the Quarterly Progress Report per the instructions specified in Attachment 1.

Upon Project completion, Grantee will submit a Final Performance Report per the instructions specified in Attachment 1.

2-P CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND CAMERON COUNTY REGARDING AN ELECTRONIC TOLL COLLECTION SYSTEM FOR THE CAMERON COUNTY INTERNATIONAL BRIDGE SYSTEM AND THE CAMERON COUNTY PARKS SYSTEM.

CONTRACT NO. _____

AMENDMENT TO INTERLOCAL AGREEMENT

THIS AMENDMENT TO INTERLOCAL AGREEMENT (CONTRACT NO. 2019C07223) (the “Amendment”) is made and entered into effective as of the ____ day of November 2022, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the “CCRMA”), a political subdivision of the State of Texas, and CAMERON COUNTY, TEXAS (the “County”), (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement (Contract No. 2019C07223) dated June 10, 2019 (the “Interlocal Agreement”) in order for the County to utilize an electronic toll collection system that employs transponder devices to collect the tolls (“ETC Systems”) similar to those deployed by the CCRMA; and,

WHEREAS, the CCRMA, independently and by and through the services provided by vendors and consultants (referred to herein, collectively, as the “Tolling Consultants”), has the expertise and back office resources required to provide toll collection software and equipment, toll collection processing, toll systems implementation services, and toll systems maintenance services in connection with toll projects; and,

WHEREAS, the Parties wish to utilize The Revenue Markets, Inc. to serve as the Tolling Consultant in connection with the acquisition and installation of toll collection software and equipment, the provision of toll systems implementation and maintenance services, and toll collection processing services related to operations of the Cameron County International Toll Bridge System and the Cameron County Parks User Fee System, *i.e.*, governmental functions and services and administrative functions as those terms are defined in TEX. GOV’T CODE § 791.003 and the purchase of goods and services under TEX. GOV’T CODE § 791.025; and,

WHEREAS, the Parties agree that the Agreement and the Amendment authorizes the purchase of goods and services reasonably required for the installation, operation, or maintenance of the goods required under the Agreement, and the Amendment, and that any purchase of goods and services under this Agreement and the Amendment satisfies the requirement of the local government to seek formal procurement for such purchase in accordance with TEX. GOV’T CODE § 791.025; and,

WHEREAS, the County properly and legally procured these services from The Revenue Markets, Inc., and both Parties agree to comply with applicable purchasing statutes and procedures to the extent applicable given the Parties’ agreement under TEX. GOV’T CODE § 791.025;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, as follows:

I.

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by the CCRMA's Board of Directors and the County's Commissioners Court, and that this Amendment will be in full force and effect when approved by each party.

II.

Designation of Tolling Consultant. The Parties hereby agree that The Revenue Markets, Inc. shall serve as the Tolling Consultant for the Cameron County International Toll Bridge System and the Cameron County Parks User Fee System.

III.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates shown below, to be effective on the date listed above.

ATTEST:

**CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

Arturo Nelson, Secretary of the CCRMA

Frank Parker, Jr., Chairman

Date: _____

ATTEST:

CAMERON COUNTY

Sylvia Garza-Perez
County Clerk

Eddie Trevino, Jr.
County Judge

Date: _____