



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

PREPARED BY: J. COOPER

DATE: 12/12/2022

1. CALL TO ORDER AND PRAYER BY THE CHAIRMAN

2. PUBLIC HEARING

Resolution 2022-001: To Approve the Minutes of the Regular Meeting of the Board of Directors of the

Authority, Held on November 14, 2022.

3. BOARD BUSINESS

Resolution 2022-002: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-003: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-004: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-005: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-006: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-007: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-008: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-009: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

Resolution 2022-010: To Approve the Minutes of the Special Meeting of the Board of Directors of the Authority, Held on November 14, 2022.

- M. Consideration and Approval of a Master Service Agreement between the Cameron County Regional Mobility Authority and Kapsch for the SH 550 Toll Road.**
- N. Consideration and Approval of Awarding the Benavides Park Mountain Bike Trail Project to A&I Custom Manufacturing LLC and Approval of Construction Contract.**
- O. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority Regarding Traffic Engineering Services at the Gateway Bridge associated with the Re Modernization of the Gateway Port of Entry.**
- P. Consideration and Approval of a Professional Services Agreement between JWH & Associates and the Cameron County Regional Mobility Authority Regarding the Gateway Bridge Project.**
- Q. Consideration and Approval of a Donation Acceptance Agreement by and Between the United States of America, Acting By and Through the U.S. Department of Homeland Security, U.S. Customs and Border Protection, And the U.S. General Services Administration, Public Buildings Service, Cameron County, TX And the Cameron County Regional Mobility Authority.**
- R. Consideration and Approval of Grant Agreement Requirements for the Federal Railroad Administration Harlingen Rail Improvements Project – Phase I (PE/NEPA)**

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. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., Pursuant to V.T.C.A., Government Code, Section 551.074 (1).**

4. ACTION RELATIVE TO EXECUTIVE SESSION

- A. Possible Action**
- B. Possible Action**

ADJOURNMENT:

Signed this 12th day of December 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 NOVEMBER 16, 2022
SPECIAL MEETING MINUTES.**

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 16th day of November 2022, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

MICHAEL SCAIEF
VICE CHAIRMAN (ABSENT)

ARTURO A. NELSON
SECRETARY

AL VILLARREAL
TREASURER (ABSENT)

MARK ESPARZA
DIRECTOR

LEO R. GARZA
DIRECTOR

DR. MARIA VILLEGAS, M.D.
DIRECTOR (ABSENT)

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 10th day of November 2022 at 2:12 P.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the October 20, 2022, Regular Meeting Minutes.

Director Esparza moved to approve the October 20, 2022, Regular Meeting Minutes. The motion was seconded by Secretary Nelson and carried unanimously.

2-B Acknowledgement of Claims.

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

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

The Claims are as follows:

2-C Approval of Claims.

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

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

The Claims are as follows:

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

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

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

The Financials are as follows:

2-E Discussion and Possible Action Regarding Investing Funds Currently held with Bank of New York Mellon and Texas Regional Bank.

Secretary Nelson moved to table the item. The motion was seconded by Chairman Parker and carried as follows:

Ayes: Parker and Nelson

Nays: None

Abstain: Esparza and Garza

Note: Directors Esparza and Garza submitted an affidavit and abstained from discussion and vote.

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.

Mr. Pete Sepulveda, Jr., RMA Executive Director explained the need for 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. 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 \$490,000.00 and invoice for SpawGlass for the Veterans Bridge DAP Project in the amount of \$565,036.04. 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 and SpawGlass for the Cameron County Parks Administration Building and the Veterans Bridge DAP Project. The motion was seconded by Director Garza and carried unanimously.

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 Secretary Nelson 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.

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

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

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need to Advertise for Proposals for Title Policy, Title Search, Title Commitments, and Closing Services for the East Loop Project. Mr. Sepulveda informed the board that there are over one hundred parcels that will need to be acquired to move the project forward and this would be following the TxDOT process and that staff recommends approval.

Secretary Nelson moved to approve to Advertise for Proposals for Title Policy, Title Search, Title Commitments, and Closing Services for the East Loop Project. The motion was seconded by Director Esparza and carried unanimously.

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.

Mr. Eric Davila, RMA Chief Development Engineer went over the need for Supplemental Work Authorization Number 02 to Work Authorization Number 04 with S&B Infrastructure, Ltd. for the SH 550 Gap 2 Project. Mr. Davila informed the board that the Supplemental Work Authorization is for the coordination with UPRR and their approval of Alternate No. 03. Mr. Davila informed the board the alternate approved requires the least amount of redesign and this Supplemental Work Authorization would update the PS&E for the Bridge Design. Mr. Davila also informed the board the project is scheduled to let in August 2023 and TRZ funds would be used for this Supplemental Work Authorization and staff recommends approval.

Director Esparza moved to approve Supplemental Work Authorization Number 02 to Work Authorization Number 04 with S&B Infrastructure, Ltd. for the SH 550 Gap 2 Project. The motion was seconded by Director Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

2-K Consideration and Approval of Change Order No. 3 to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for approval of Change Order No. 3 to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths. Mr. Sepulveda informed the board the change order is to close out the project and is a credit that will be decreasing the contract amount. Mr. Sepulveda also informed the board that the Cameron County Isla Blanca Park Toll Booths have been relocated from the temporary location to the new booths.

Secretary Nelson moved to approve Change Order No. 3 to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

2-L Consideration and Approval of Final Payment to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Final Payment, Including Retainage to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths. Mr. Sepulveda informed the board the project is complete, and staff recommends approval.

Director Esparza moved to approve the Final Payment to A & I Custom Manufacturing, LLC for the Isla Blanca Park Toll Booths. The motion was seconded by Director Garza and carried unanimously.

The Invoice is as follows:

2-M Consideration and Approval of Contingency Expenditure Authorization No. 2 for the Cameron County Parks Administration Building.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for Approval of Contingency Expenditure Authorization No. 2 for the Cameron County Parks Administration Building. Mr. Sepulveda informed the board that the contingency expenditure allowance is for a water line, fire line and fire hydrant. Mr. Sepulveda informed the board there is no fiscal impact and staff recommends approval.

Secretary Nelson moved to approve the Contingency Expenditure Authorization No. 2 for the Cameron County Parks Administration Building. The motion was seconded by Director Garza and carried unanimously.

2-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.

Mr. Eric Davila, RMA Chief Development Engineer went over the need for 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. Mr. Davila informed the board that the agreement was previously worked on with IBWC but required some updates. Mr. Davila also informed the board that the agreement covers coordination with IBWC, design reviews, and acceptance of construction documents. Mr. Davila requested that the board authorize staff and legal to negotiate the final agreement.

Director Esparza moved to authorize staff and legal to fully negotiate the 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. The motion was seconded by Director Garza and carried unanimously.

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.

Mr. Eric Davila, RMA Chief Development Engineer went over the need for Approval of the Harlingen Rail Improvements Phase 1 Agreement for PE/NEPA between the Cameron County Regional Mobility Authority and Union Pacific Railroad. Mr. Davila informed the board that they had previously approved an agreement with UPRR and this agreement would be for the rail crossings owned by UPRR. Mr. Davila also informed the board that the agreement would be funded through the FRA FY10 RLR Grant in the amount of \$400,000 for preliminary engineering & NEPA work and the local match is \$188,000. Mr. Davila also informed the board that Phase 2 would be worked on next year and that staff recommends approval for the agreement.

Secretary Nelson moved to approve the Harlingen Rail Improvements Phase 1 Agreement for PE/NEPA between the Cameron County Regional Mobility Authority and Union Pacific Railroad. The motion was seconded by Director Garza and carried unanimously.

The Agreement is as follows:

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.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for 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. Mr. Sepulveda informed the board that this would allow for the County vendor to interface with our Back Office System. Mr. Sepulveda also informed the board that legal drafted the amendment to the Interlocal Agreement.

Director Garza moved to approve 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. The motion was seconded by Director Esparza and carried unanimously.

The Interlocal is as follows:

Director Esparza made a motion to go into executive session at 12:25 PM. The motion was seconded by Director Garza 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).
- 3-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).

Secretary Nelson made a motion to come back into open session at 12:55 PM. The motion was seconded by Director Garza and carried unanimously.

4 -A Possible Action

Item 3-A was tabled. No discussion in Executive Session.

4 -B Possible Action

Item 3-B was tabled. No discussion in Executive Session.

4-C Possible Action

Director Esparza made a motion to acknowledge report in Executive Session. The motion was seconded by Director Garza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Garza and carried unanimously the meeting was **ADJOURNED** at 12:56 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 December 7, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Town of Rancho Viejo	7th RV Christmas Parade	\$ 500.00	Rancho Viejo 7th Annual Christmas Parade	Indirect	Y	Local	Ope
		<u>500.00</u>					
	Operations	\$ 500.00					
	Total Transfer	<u>\$ 500.00</u>					

Reviewed by:

Monica R. Ibarra,
Accounting Clerk

12.7.22

Victor J. Barron,
Controller

12.7.22

Pete Sepulveda Jr.,
Executive Director

12.7.22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims December 2, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2022	\$ 1,713.82	Credit Card Charges Nov 2022	Indirect	Y	Local	Ope
Campbells Services	17014	875.00	Janitorial Services November 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	223220050451294	108.16	Electricity Ste 3 Nov 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	223220050451293	43.15	Electricity Ste 7 Nov 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	223220050451295	76.08	Electricity Ste 5 Nov 2022	Indirect	Y	Local	Ope
Direct Energy Business, LLC	223220050451296	59.78	Electricity Ste 4 Nov 2022	Indirect	Y	Local	Ope
Gexa Energy, LP	33327412	57.92	Electricity Ste 6 Nov 2022	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR	Travel PSJ 11.28.22	2,420.29	Travel Reimbursement PSJ 11.28.22	Indirect	Y	Local	Ope
Republie Services	0863-002288147	136.03	Waste Container December 2022	Indirect	Y	Local	Ope
		<u>5,490.23</u>					

Operations Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2021-004 #7	\$ 14,725.00	Isla Blanca Park Toll Booths Aug-Sept 2022	CC- Isla Blanca Toll Booths	Y	Local	Ope
Green, Rubiano & Associates, Inc.	8531	5,250.00	CC Isla Blanca Park Admin Windstorm Inspection Service Sept	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>19,975.00</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2022	\$ 635.20	Credit Card Charges Nov 2022	Indirect	Y	Local	Toll
Direct Energy Business, LLC	223220050451164	258.65	Electricity Tolls Nov 2022	Indirect	Y	Local	Toll
Direct Energy Business, LLC	223260050475820	209.27	Electricity 570 Fm 511 November 2022	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	223260050475821	342.47	Electricity 1895 Fm 511 #1 November 2022	FM1847 - SH550	Y	Local	Toll
Gexa Energy, LP	33329763	149.22	Electricity 1505 Fm 511 & 1705 Fm 511 Nov 2022	Direct Connectors - SH550	Y	Local	Toll
Matus Contractor Company	513	9,500.00	Grass, Garbage, Herbicide Zone 3 Alton Gloor-SH48 Nov 2022	Indirect	Y	Local	Toll
NSA Property Holdings, LLC d/b/a Move It Storage- North 77th	Unit #242	243.00	Storage Unit #242 December 2022	Indirect	Y	Local	Toll
Public Utilities Board	600710 11/22	268.00	Electricity 1100 Fm 511 Hwy Bro, TX Nov 2022	Direct Connectors - SH550	Y	Local	Toll
Toshiba Financial Services	41203700	296.86	Printer Tolls November 2022	Indirect	Y	Local	Toll
		<u>11,902.67</u>					

Operations	\$ 5,490.23
Ope Interlocal	19,975.00
Tolls	<u>11,902.67</u>
Total Transfer	<u>\$ 37,367.90</u>

Reviewed by:

Monica R. Ibarra,
Accounting Clerk
 12.2.22
Victor J. Barron,
Controller
 12/2/2022
Pete Sepulveda Jr.,
Executive Director
 12 02 22



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Claims November 18, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	585473	\$ 199.08	Employee supplemental insurance November 2022	Indirect	Y	Local	Ope
Victor J. Barron	Travel VJB 11.17.22	15.00	Travel Reimbursement VJB 11.17.22	Indirect	Y	Local	Ope
Ice Qube, Inc.	110502	5,368.21	A/C 10,000 BTUH FOR SH550	Indirect	Y	Local	Bond Pro
PEDRO SEPULVEDA JR	Travel PSJ 11.16.22	1,010.89	Travel PSJ 11.16.22	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.400-14	168.82	SH 550 Gap II Oct 2022	SH550 GAP II	Y	Local	TRZ
Rentfro, Irwin, & Irwin, P.L.L.C	1764	2,360.00	Legal Services Oct 2022	Indirect	Y	Local	Ope
Charter Communications	0121858110922	1,161.29	Internet/Phones Nov 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 10/22	37.57	Water & Wastewater Ste 7 Oct 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 10/22	35.31	Water & Wastewater Ste 6 Oct 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 10/22	35.31	Water & Wastewater Ste 4 Oct 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 10/22	35.42	Water & Wastewater Ste 3 Oct 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 10/22	34.51	Water & Wastewater Ste 8 Oct 2022	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 10/22	34.55	Water & Wastewater Ste 5 Oct 2022	Indirect	Y	Local	Ope
		<u>10,495.96</u>					

Operations Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
S&B Infrastructure, LTD	U2716.120-13	\$ 12,090.31	Old Alice Rd APD & PS&E WA 12 Sept 2022	CC - Old Alice Road	Y	Local	Restri
S&B Infrastructure, LTD	U2716.400-14	675.28	SH 550 Gap II Oct 2022	SH550 GAP II	Y	Local	Ope
		<u>12,765.59</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
FRANCISCO J SANMIGUEL	Travel FSM 1-9/22	\$ 2,155.56	Travel Reimbursement FSM Pharr/SH550 Jan-Sept 2022	Indirect	Y	Local	Toll
Housman & Associates, LLC	TTF 2023	5,000.00	TX Transportation Forum Partnership 2023	Indirect			
Kapsch TrafficCom USA, Inc	486023SI01344	14,274.00	Maintenance and Support Sept 2022	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486023SI01403	14,274.00	Maintenance and Support Oct 2022	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20220930	113.43	Sept 2022- Re-issue Check Lost in Mail	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20221031	113.43	Name and Address Lookup Oct 2022	Indirect	Y	Local	Toll
MPC Studios, Inc	32222	275.00	Website Hosting November 2022	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	112899527	1,047.90	Fuego Promo Items 11.2.22	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	500646422	763.45	Fuego Promo Items 11.4.22	Indirect	Y	Local	Toll
Public Utilities Board	588837 11/22	267.02	Electricity 180042 SH550 Bro, Tx Nov 2022	Port Spur - SH550	Y	Local	Toll
Quadient Leasing USA, Inc.	N9653420	1,061.10	Mailing System Software November 2022	Indirect	Y	Local	Toll
Texas Department of Motor Vehicles (TxDMV)	TxDMV 11.14.22	3,000.00	Name and Address Lookup Nov 2022	Indirect	Y	Local	Toll
Charter Communications	0121858110922	1,161.28	Internet/Phones Nov 2022	Indirect	Y	Local	Toll
Charter Communications	0879673111522	321.05	Ethernet Intrastate Nov 2022	Direct Connectors - SH550	Y	Local	Toll
Tonya Loe Dubois	Refund TLD 11.15.22	17.34	Refund TLD 11.15.22	Indirect	Y	Local	Toll
Toshiba America Business Solutions, Inc	5738660	398.31	Tolls Printer Excess prints Nov 2022	Indirect	Y	Local	Toll
United States Postal Service	USPS FC 11.16.22	3,000.00	First Class Postage 11.16.22	Indirect	Y	Local	Toll
United States Postal Service	USPS Repl 11.17.22	15,000.00	Postage Replenishment 11.17.22	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 10/22	50.75	Water & Wastewater Tolls Oct 2022	Indirect	Y	Local	Toll
		<u>62,293.62</u>					
Operations		\$ 10,495.96					
Ope Interlocal		12,765.59					
Tolls		<u>62,293.62</u>					
Total Transfer		<u>\$ 85,555.17</u>					

Reviewed by:

Monica R. Ibarra,
Accounting ClerkVictor J. Barron,
ControllerPete Sepulveda Jr.,
Executive Director

[Signature] 11.18.22
 Assigned by:
[Signature] Victor Barron 11/18/2022
 0111PAP823A748A...
[Signature] 11.18.22

2-C APPROVAL OF CLAIMS.



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOD Claims Decmeber 15, 2022

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Estrada Hinojosa & Company Inc	5342	\$ 30,000.00	Financial Advisory Retainer Fees FY2022	Indirect	Y	Local	Ope
Texas County District Retirement System	TCDRS Dec 2022	13,654.08	TCDRS Dec 2022	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62212	9,640.07	Employee Health Benefits Dec 2022	Indirect	Y	Local	Ope
TollPlus LLC	US2200178	28,089.60	Change Order Fee DRP CO-10- SEPT192022	Indirect	Y	Local	Ope
		<u>81,383.75</u>					

Operations Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2022-129	\$ 45,257.63	South Williams Rd Phase II October 2022	Williams Road	Y	Local	Ope
GDJ Engineering	2022-130	46,721.27	North Williams Rd Phase I October 2022	Williams Road	Y	Local	Ope
GDJ Engineering	2022-137	39,126.09	North Williams Rd Phase I November 2022	Williams Road	Y	Local	Ope
GDJ Engineering	2022-128	24,287.16	Dana Road Project October 2022	Dana Road- City of Brownsville	Y	Local	Restri
GDJ Engineering	2022-149	28,386.13	Dana Road Project November 2022	Dana Road- City of Brownsville	Y	Local	Restri
S&B Infrastructure, LTD	U2716.260-05	28,268.38	South Padre Island 2nd Access Oct 2022	South Padre Island 2nd Access	Y	Local	Restri
		<u>212,046.66</u>					

Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2200165	\$ 6,622.87	Maintenance and Support Pharr Bridge Nov 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
Texas County District Retirement System	TCDRS Dec 2022	\$ 5,520.21	TCDRS Dec 2022	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62212	7,070.38	Employee Health Benefits Dec 2022	Indirect	Y	Local	Toll
TollPlus LLC	US2200165	15,989.96	Maintenance and Support Nov 2022	Indirect	Y	Local	Toll
		<u>28,580.55</u>					
	Operations	\$ 81,383.75					
	Oper Interlocal	212,046.66					
	Tolls Interlocal	6,622.87					
	Tolls	<u>28,580.55</u>					
	Total Transfer	<u>\$ 328,633.83</u>					

Reviewed by:

Victor J. Barron,
Controller

DocuSigned by:

Victor Barron

12/8/2022

814173AF-629A74DA...

DocuSigned by:

Pete Sepulveda Jr,
Executive Director

P. Sepulveda Jr.

12/8/2022

1A92BEDAEE9C45A...

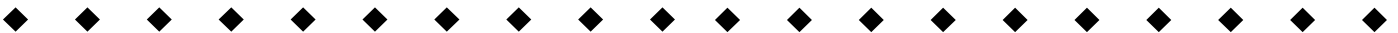
**2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
NOVEMBER 2022.**



NOVEMBER 2022 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER



CCRMA MONTHLY FINANCIAL

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REVENUES & EXPENSES

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues and Expenditures - Monthly R&E - Unposted
Transactions Included In Report From 11/1/2022 Through 11/30/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 234,520	\$ 486,810	\$ 3,430,000	\$ (2,943,190)	\$ 495,360	(1.73)
Interlocal agreements	17,583	35,167	367,700	(332,533)	34,712	1.31
Other revenues	835	1,669	10,080	(8,411)	413	304.67
Total Operating Revenues	<u>252,938</u>	<u>523,646</u>	<u>3,807,780</u>	<u>(3,284,134)</u>	<u>530,484</u>	<u>(1.29)</u>
Operating Expenses						
Personnel costs	102,314	165,222	1,477,215	1,311,993	142,990	15.55
Professional services	16,980	28,980	274,500	245,520	40,251	(28.00)
Advertising & marketing	-	353	58,500	58,147	1,250	(71.73)
Data processing	454	789	25,000	24,211	592	33.13
Dues & memberships	-	1,420	25,000	23,580	592	139.87
Education & training	-	-	10,000	10,000	-	-
Fiscal agent fees	-	-	52,590	52,590	3,870	(100.00)
Insurance	-	5,015	9,000	3,985	-	100.00
Maintenance & repairs	875	1,750	50,000	48,250	1,213	44.24
Office supplies	1,399	2,483	32,250	29,767	7,070	(64.88)
Road maintenance	-	-	-	-	(10,900)	(100.00)
Leases	311	622	3,735	3,113	622	-
Travel	3,810	4,021	25,000	20,979	929	332.76
Utilities	2,521	4,775	27,000	22,225	3,532	35.21
Contingency	-	-	104,565	104,565	6,690	(100.00)
Total Operating Expenses	<u>128,665</u>	<u>215,431</u>	<u>2,174,355</u>	<u>1,958,924</u>	<u>198,702</u>	<u>8.42</u>
Total Operating Income (Loss)	<u>124,273</u>	<u>308,215</u>	<u>1,633,425</u>	<u>(1,325,210)</u>	<u>331,783</u>	<u>(7.10)</u>
Non Operating Revenues						
Interest income	15,595	31,216	65,000	(33,784)	20,162	54.83
TRZ revenue	-	-	3,000,000	(3,000,000)	-	-
Total Non Operating Revenues	<u>15,595</u>	<u>31,216</u>	<u>3,065,000</u>	<u>(3,033,784)</u>	<u>20,162</u>	<u>54.83</u>
Non Operating Expenses						
Debt interest	-	-	1,973,425	1,973,425	-	-
Debt interest-LOC	-	-	25,000	25,000	-	-
Project expenses	120	44,196	2,700,000	2,655,804	9,776	352.08
Total Non Operating Expenses	<u>120</u>	<u>44,196</u>	<u>4,698,425</u>	<u>4,654,229</u>	<u>9,776</u>	<u>352.08</u>
Total Changes in Net Position	<u>\$ 139,748</u>	<u>\$ 295,235</u>	<u>\$ -</u>	<u>\$ 295,235</u>	<u>\$ 342,168</u>	<u>(13.72)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 11/1/2022 Through 11/30/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 322,343	\$ 537,840	\$ 2,358,000	\$ (1,820,160)	\$ 352,545	52.56
Fuego Revenues	31,479	69,332	180,000	(110,668)	13,923	397.98
Interop Revenues						
Interop revenues	60,490	119,791	895,000	(775,209)	205,306	(41.65)
Bridge interoperability	46,812	108,244	500,000	(391,756)	86,574	25.03
Total Interop Revenues	107,301	228,035	1,395,000	(1,166,965)	291,881	(21.87)
Other Toll Revenues						
Interlocal agreement revenues	11,993	23,987	172,517	(148,530)	28,531	(15.93)
Total Other Toll Revenues	11,993	23,987	172,517	(148,530)	28,531	(15.93)
Total Toll Operating Revenues	473,116	859,194	4,105,517	(3,246,323)	686,879	25.09
Toll Operating Expenses						
Personnel costs	42,187	66,290	638,953	572,663	71,558	(7.36)
Transaction processing costs	74,229	129,633	990,000	860,367	90,299	43.56
Toll system maintenance/IT	22,613	45,226	280,000	234,774	42,613	6.13
Roadside maintenace	28,565	89,422	505,100	415,678	62,781	42.43
CSC indirect/overhead costs	12,692	27,321	274,642	247,321	25,711	6.26
Total Toll Operating Expenses	180,285	357,891	2,688,695	2,330,804	292,962	22.16
Total Operating Income (Loss)	292,831	501,303	1,416,822	(915,519)	393,916	27.26
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	\$ 292,831	\$ 501,303	\$ -	\$ 501,303	\$ 393,916	27.26

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions
Included In Report From 11/1/2022 Through 11/30/2022

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 234,520	\$ 486,810	\$ 3,430,000	\$ (2,943,190)	\$ 495,360	(1.73)
Interlocal agreement	30,411	60,823	550,297	(489,474)	63,655	(4.45)
Toll revenues	461,123	835,207	3,933,000	(3,097,793)	658,348	26.86
Total Operating Revenues	<u>726,054</u>	<u>1,382,840</u>	<u>7,913,297</u>	<u>(6,530,457)</u>	<u>1,217,363</u>	<u>13.59</u>
Operating Expenses						
Personnel costs	144,500	231,512	2,116,168	1,884,656	214,548	7.91
Accounting software and services	-	-	2,500	2,500	-	0.00
Professional services	12,000	24,000	222,000	198,000	30,000	(20.00)
Contractual services	4,980	4,980	340,000	335,020	11,293	(55.90)
Advertising & marketing	3,086	11,093	133,500	122,407	5,852	89.57
Data processing	454	789	25,000	24,211	592	33.13
Dues & memberships	5,000	8,920	32,000	23,080	592	1,406.78
Education & training	-	-	20,000	20,000	199	(100.00)
Fiscal agent fees	-	-	57,790	57,790	3,870	(100.00)
Insurance	-	30,873	88,000	57,127	16,798	83.79
Maintenance & repairs	1,125	2,250	75,000	72,750	7,829	(71.26)
Office supplies	49,626	80,837	396,250	315,414	47,243	71.11
Road maintenance	66,283	138,534	835,000	696,466	97,882	41.53
Leases	1,912	3,285	34,497	31,212	3,766	(12.79)
Toll services	9,918	20,156	230,000	209,844	31,273	(35.55)
Travel	3,810	4,021	45,000	40,979	1,171	243.38
Utilities	6,255	12,073	80,400	68,327	8,197	47.28
Contingency	-	-	129,945	129,945	10,558	(100.00)
Total Operating Expenses	<u>308,950</u>	<u>573,322</u>	<u>4,863,050</u>	<u>4,289,728</u>	<u>491,664</u>	<u>16.61</u>
Net Change from Operations	<u>417,104</u>	<u>809,518</u>	<u>3,050,247</u>	<u>(2,240,729)</u>	<u>725,699</u>	<u>11.55</u>
Non Operating Revenue						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	15,595	31,216	65,000	(33,784)	20,162	54.83
TRZ Revenue	-	-	3,000,000	(3,000,000)	-	-
Total Non Operating Revenue	<u>15,595</u>	<u>31,216</u>	<u>4,450,000</u>	<u>(4,418,784)</u>	<u>20,162</u>	<u>54.83</u>
Non Operating Expenses						
Bond Debt Expense	-	-	4,775,247	4,775,247	-	-
Debt Interest - LOC	-	-	25,000	25,000	-	-
Project expenses	120	44,196	2,700,000	2,655,804	9,776	352.08
Total Non Operating Expenses	<u>120</u>	<u>44,196</u>	<u>7,500,247</u>	<u>7,456,051</u>	<u>9,776</u>	<u>352.08</u>
Changes in Net Position	<u>\$ 432,579</u>	<u>\$ 796,537</u>	<u>\$ -</u>	<u>\$ 796,537</u>	<u>\$ 736,084</u>	<u>\$ 8</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 11/1/2022 Through 11/30/2022

	Cameron County	Total
Non Operating Revenues		
Revenues		
South Padre Island 2nd Access	\$ 28,268	\$ 28,268
CC - Administration Building & Parking	5,250	5,250
Total Revenues	33,518	33,518
Total Non Operating Revenues	33,518	33,518
Non Operating Expenses		
Project expenses		
South Padre Island 2nd Access	28,268	28,268
CC - Administration Building & Parking	5,250	5,250
Total Project expenses	33,518	33,518
Total Non Operating Expenses	33,518	33,518
Total Changes in Net Position	\$ -	\$ -

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures

From 10/1/2022 Through 11/30/2022

	<u>Cameron County</u>	<u>Federal Funds</u>	<u>Total</u>
Non Operating Revenues			
Revenues			
South Padre Island 2nd Access	\$ 28,268	\$ -	\$ 28,268
SH550 GAP II	-	675	675
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking	437,891	-	437,891
CC- Isla Blanca Toll Booths	18,733	-	18,733
Total Revenues	<u>492,892</u>	<u>675</u>	<u>493,567</u>
Total Non Operating Revenues	<u>492,892</u>	<u>675</u>	<u>493,567</u>
Non Operating Expenses			
Project expenses			
South Padre Island 2nd Access	28,268	-	28,268
SH550 GAP II	-	675	675
CC - Consulting Services PF	8,000	-	8,000
CC - Administration Building & Parking	437,891	-	437,891
CC- Isla Blanca Toll Booths	18,733	-	18,733
Total Project expenses	<u>492,892</u>	<u>675</u>	<u>493,567</u>
Total Non Operating Expenses	<u>492,892</u>	<u>675</u>	<u>493,567</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**Balance Sheet
As of 11/30/2022**

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 4,690,242
Restricted cash - projects	5,247,213
Restricted cash accounts - debt service	8,705,338
Restricted cash - bond proceeds	2,954,088
Restricted cash - Transportation Reinvestment Zone (TRZ)	3,553,657
Accounts receivable, net	
Vehicle Registration Fees - Receivable	484,115
Other	4,395,447
Total Accounts receivable, net	4,879,562
Accounts receivable - other agencies	4,927,270
Prepaid expenses	23,910
Total Current Assets:	34,981,280
Non Current Assets:	
Capital assets, net	96,993,113
Capital projects in progress	24,868,342
Unamortized bond prepaid costs	89,569
Net pension asset	333,644
Total Non Current Assets:	122,284,668
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><u>\$ 157,518,324</u></u>
LIABILITIES	
Current Liabilities	
Accounts payable	960,681
Accrued expenses	313,060
Unearned revenue	5,775,357
Total Current Liabilities	7,049,099
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><u>98,653,967</u></u>
NET POSITION	
Beginning net position	
	48,482,312
Total Beginning net position	48,482,312
Changes in net position	
	10,382,045
Total Changes in net position	10,382,045
Total NET POSITION	<u><u>58,864,357</u></u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>\$ 157,518,324</u></u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 11/30/2022

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 274,840	\$ 584,430
Receipts from interop toll revenues	106,680	241,706
Receipts from TPS toll revenues	367,097	624,117
Receipts from other operating revenues	21,751	52,163
Payments to vendors	(327,379)	(442,149)
Payments to employees	(144,502)	(238,899)
Total Cash Flows from Operating Activities	<u>298,488</u>	<u>821,368</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(5,368)	(5,368)
Acquisitions of construction in progress	(1,416,015)	(2,323,286)
Payment on interlocal project expenses	(34,804)	(530,929)
Advances and Interlocal project proceeds	1,101,651	3,288,686
Total Cash Flows from Capital and Related Financing Activities	<u>(354,536)</u>	<u>429,102</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>15,595</u>	<u>31,216</u>
Total Cash Flows from Investing Activities	<u>15,595</u>	<u>31,216</u>
Beginning Cash & Cash Equivalents	<u>25,190,991</u>	<u>23,868,851</u>
Ending Cash & Cash Equivalents	<u><u>\$ 25,150,537</u></u>	<u><u>\$ 25,150,537</u></u>

**2-E CONSIDERATION AND APPROVAL OF QUARTERLY INVESTMENT
REPORT FOR THE PERIOD ENDING NOVEMBER 30, 2022.**



Investment Report

TO: CCRMA Board of Directors

FROM: Victor J. Barron, Controller *VJB*

DATE: December 15, 2022

SUBJ: Quarterly Report of CCRMA Investments

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

	<u>Beginning Market Value</u>	<u>Ending Market Value</u>	<u>Term</u>	<u>Average Yield</u>	<u>Interest earned and accrued as of 11/30/2022</u>
2010 Bond Reserves	\$ 1,037,403.32	\$ 1,039,991.88	Monthly	1.00%	\$ 2,588.56
2010 Bond Reserves	905,278.98	907,537.85	Monthly	1.00%	2,258.87
	\$ 1,942,682.30	\$ 1,947,529.73			<u>\$ 4,847.43</u>
Total Market Value of Principal and Accrued Interest					<u>\$ 1,947,529.73</u>
Required level of security at 102%					<u>\$ 1,986,480.32</u>

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

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

30
0
0

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

=====

AVG AVAILABLE BALANCE	1,039,137.79	LAST STATEMENT 10/31/22	1,039,137.79
AVERAGE BALANCE	1,039,137.79	1 CREDITS	854.09
		DEBITS	.00
		THIS STATEMENT 11/30/22	1,039,991.88

- - - - - OTHER CREDITS - - - - -		
DESCRIPTION	DATE	AMOUNT
INTEREST AT 1.0000 %	11/30	854.09

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

AVERAGE LEDGER BALANCE:	1,039,137.79	INTEREST EARNED:	854.09
AVERAGE AVAILABLE BALANCE:	1,039,137.79	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	854.09	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	9,469.30		

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

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

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- - - - - DAILY BALANCE - - - - -	
DATE.....BALANCE	DATE.....BALANCE
11/30 1,039,991.88	

- END OF STATEMENT -

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

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0
0

=====

TRB MONEY MARKET PUBLIC FUNDS ACCOUNT 1448570

=====

AVG AVAILABLE BALANCE	906,792.54	LAST STATEMENT 10/31/22	906,792.54
AVERAGE BALANCE	906,792.54	1 CREDITS	745.31
		DEBITS	.00
		THIS STATEMENT 11/30/22	907,537.85

- - - - - OTHER CREDITS - - - - -		
DESCRIPTION	DATE	AMOUNT
INTEREST AT 1.000000 %	11/30	745.31

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

AVERAGE LEDGER BALANCE:	906,792.54	INTEREST EARNED:	745.31
AVERAGE AVAILABLE BALANCE:	906,792.54	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	745.31	ANNUAL PERCENTAGE YIELD EARNED:	1.00%
INTEREST PAID 2022:	8,263.28		

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

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

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- - - - - DAILY BALANCE - - - - -	
DATE.....BALANCE	DATE.....BALANCE
11/30 907,537.85	

- END OF STATEMENT -

as of 11/30/2022

PLEDGES to PLEDGEE
Pledged To: CAMERON CO REG MOBILITY AUTH

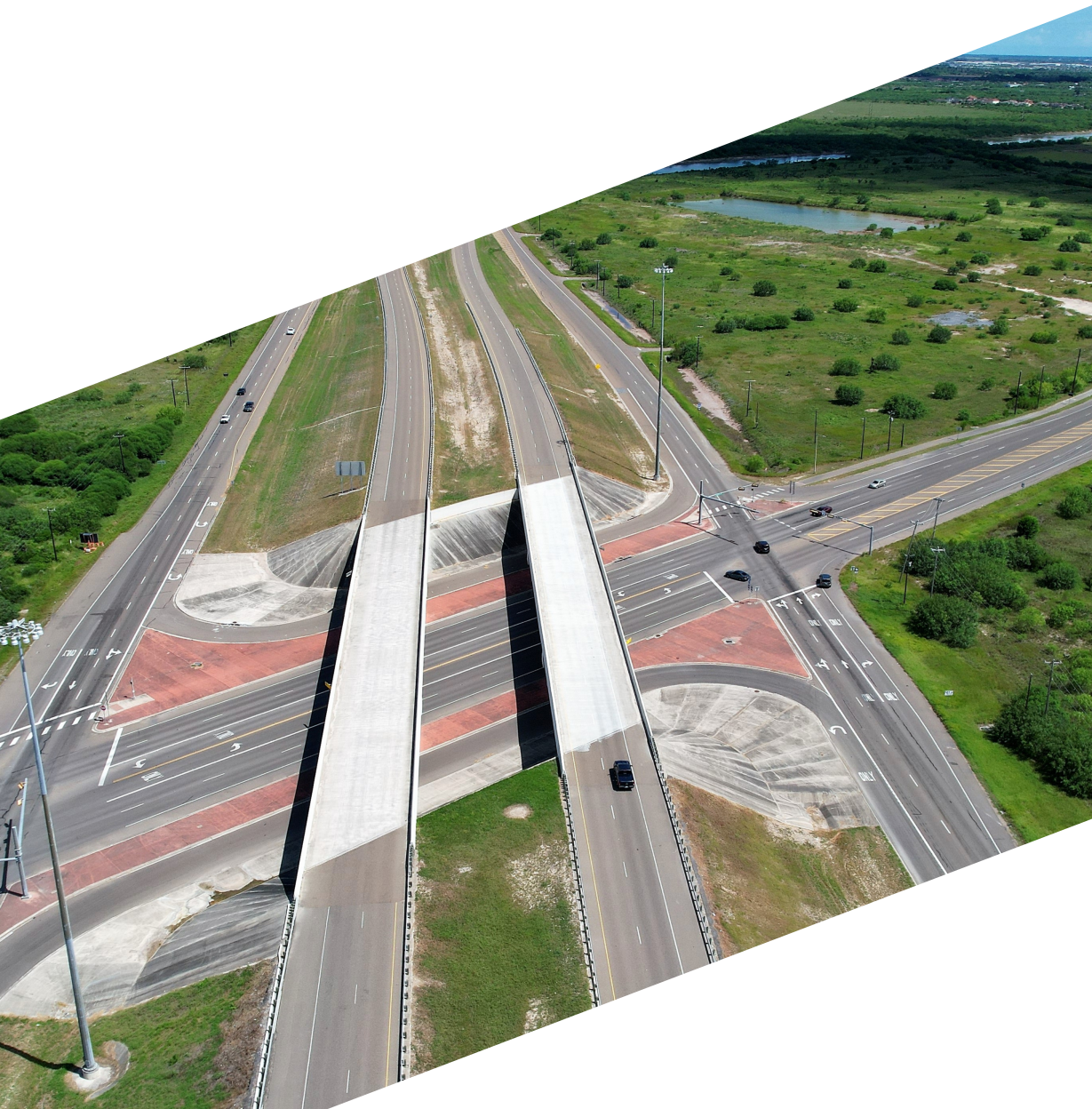
For Holding Company Texas Regional Bank Customer Texas Regional Bank

SafeKeeping Code Receipt# Location	CUSIP Trans#	Description Coupon Maturity Date	FAS 115 PreRefund Price	Moody S&P	Original Face Remaining Face Pledged%	Pledged			
						Original Face	Par Value	Book Value	Market Value
FHLB	3140QAQU7 C12797	FN CA3166 4.500000 02/01/2034	AFS	NA	2,000,000.00 2,000,000.00 30.00%	600,000.00	229,564.29	244,474.65	230,081.96
FEDERAL HOME LOAN BANK									
FHLB	91282CBJ9 C12981	T 0 3/4 01/31/28 0.750000 01/31/2028	AFS 0.00	Aaa NA	3,000,000.00 3,000,000.00 6.67%	200,000.00	200,000.00	195,597.26	171,015.60
FEDERAL HOME LOAN BANK									
FHLB	91282CBJ9 C12980	T 0 3/4 01/31/28 0.750000 01/31/2028	AFS 0.00	Aaa NA	2,500,000.00 2,500,000.00 100.00%	2,500,000.00	2,500,000.00	2,464,082.35	2,137,695.00
FEDERAL HOME LOAN BANK									
FHLB	91282CCE9 C13010	T 1 1/4 05/31/28 1.250000 05/31/2028	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 1.80%	90,000.00	90,000.00	89,843.75	78,461.73
FEDERAL HOME LOAN BANK									
FHLB	91282CCE9 C13010	T 1 1/4 05/31/28 1.250000 05/31/2028	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 3.00%	150,000.00	150,000.00	149,739.59	130,769.55
FEDERAL HOME LOAN BANK									
FHLB	91282CCE9 C13010	T 1 1/4 05/31/28 1.250000 05/31/2028	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 8.00%	400,000.00	400,000.00	399,305.58	348,718.80
FEDERAL HOME LOAN BANK									
FHLB	91282CCF6 C13011	T 0 3/4 05/31/26 0.750000 05/31/2026	AFS	Aaa NA	5,000,000.00 5,000,000.00 40.00%	2,000,000.00	2,000,000.00	1,995,815.72	1,785,546.00
FEDERAL HOME LOAN BANK									
FHLB	91282CCJ8 C13015	T 0 7/8 06/30/26 0.875000 06/30/2026	AFS 0.00	Aaa NA	5,000,000.00 5,000,000.00 69.80%	3,490,000.00	3,490,000.00	3,499,089.98	3,123,822.22
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13016	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 3.43%	120,000.00	120,000.00	119,663.88	106,162.56
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13017	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 3.43%	120,000.00	120,000.00	119,395.96	106,162.56
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13020	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 7.14%	250,000.00	250,000.00	248,223.74	221,172.00
FEDERAL HOME LOAN BANK									
FHLB	91282CCP4 C13020	T 0 5/8 07/31/26 0.625000 07/31/2026	AFS	Aaa NA	3,500,000.00 3,500,000.00 20.00%	700,000.00	700,000.00	695,026.47	619,281.60
FEDERAL HOME LOAN BANK									
FHLB	91282CCZ2 W211001006	T 0 7/8 09/30/26 0.875000 09/30/2026	AFS	Aaa NA	5,000,000.00 5,000,000.00 30.00%	1,500,000.00	1,500,000.00	1,493,856.50	1,334,179.50
FEDERAL HOME LOAN BANK									
13 Total Pledged	To: CAME CAMERON CO REG MOBILITY AUTH					12,120,000.00	11,749,564.29	11,714,115.43	10,393,069.08

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

2-F CONSIDERATION AND APPROVAL OF THE STRATEGIC PLAN 2022-2026.

STRATEGIC PLAN 2022 - 2026



WE'RE GOING PLACES. FAST.

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EXECUTIVE SUMMARY

The passing of House Bill (HB) 3588 by the Texas Legislature in 2003 brought about major innovative reform in how essential transportation projects can be funded. The traditional methods of financing to develop local transportation systems, particularly the gas tax and local tax base can no longer be relied upon to keep pace with rising transportation costs. The Texas Legislature approved the establishment of Regional Mobility Authorities (RMAs) as an innovative transportation tool to accelerate projects and create new revenue streams for local transportation system projects. The Texas Transportation Commission (TTC) approved the creation of the Cameron County Regional Mobility Authority (CCRMA) on September 30, 2004, to promote and improve regional mobility within Cameron County, South Texas and internationally with the northern Tamaulipas region of Mexico. In 2013 and 2015 the Texas Legislature again carried major reform with new transportation funding later to be known as Proposition 1, and Proposition 7, respectively. This new funding was not a result of increase in taxes, rather a redistribution of oil and gas revenues, sales tax, and rental and vehicle sales tax. Voters overwhelmingly approved both propositions again making a bold statement of the importance and need for transportation improvements in the State. In November 2021 the Proposition 2 amended Texas Constitution Art. 8, sec. 1-g(b) to authorize counties to issue bonds or notes go raise funds for transportation infrastructure in underdeveloped areas. Already, cities and towns have the authority to fund projects with this financing method. Counties would repay these bonds by pledging increased property tax revenues, but these funds cannot be used for construction, maintenance, or acquisition of toll roads. This Proposition 2 allows counties to use a vital financing tool to develop more transportation projects.

BOARD OF DIRECTORS

The CCRMA Board is composed of a Chairman appointed by the Governor of Texas and six (6) members appointed by the Cameron County Commissioner's Court.

Current Board Members:

Frank Parker, Jr., Chairman
Michael F. Scaief, Vice Chairman
Al Villarreal, Treasurer
Arturo A. Nelson, Secretary
Mark Esparza, Board Member
Dr. Maria Villegas, M.D., Board Member
Leo R. Garza, Board Member

POSITIONING FOR 2026

Cameron County and neighboring Hidalgo County are two of the fastest growing Metropolitan Statistical Area (MSA) in the nation, at around 40% increases per 10-year cycle. Across the border, the metro areas of Mexico are increasing by 80% per 10-year cycle. Cameron County doesn't just have more people in cars; there's a continued increase in the travel of goods. Critical commerce access is provided through the County by means of the Gulf Intracoastal Canal (GICC) connecting the deep-water port in Brownsville, and the ports in Harlingen and Port Isabel. Access also is provided to deep-water ports north and south of the Rio Grande Valley (RGV), including Corpus Christi and Tampico, Mexico, respectively. Major freight rail access to Mexico for the Union Pacific Railroad (UPRR) is through Cameron County and can be expanded through various parts of the RGV for additional rail cargo access.

As the need for infrastructure increases, the CCRMA has a responsibility to respond with effective and sustainable solutions. With projects such as Interstate I-69E, I-169, SPI 2nd Access and East Loop, the CCRMA has been able to provide better and safer mobility of goods and services, as well as alleviate traffic congestion around the area. During this time the CCRMA has completed more mobility projects such as South Port Connector Road, the road will improve vehicular traffic safety by providing a connection between Ostos Road inside the port with SH 4, adding another entry and exit to and from the Port as well as convenient access to commercial lanes at Veterans International Bridge. South Port Connector Road is one of the latest infrastructural advancements at the port that will benefit surrounding businesses and support the space industry in South Texas. The CCRMA continues to demonstrate innovative methods to develop local transportation systems such as the Toll Collection System project for the Cameron County International Bridges and Parks that is to be completed during 2023. This Toll Collection System is designed to be interoperable with CCRMA's Fuego Tag that went live in October 2021 for the SH 550 Toll Road.

The CCRMA's ultimate goal is to have completed mobility and improvement projects such as the Veterans International Bridge POV Expansion, State Highway 550 Gap II, Morrison Road, Old Alice Road, FM 509, Dana Road, FM 1847-Williams Road, Harlingen Rail Improvements Project, South Parallel Corridor Phase II and Phase III, US 281 Connector, West Boulevard-Roadway, Whipple Road, FM 1847 and have a significant improvement in the construction of the East Loop Corridor and U.S. 77-I69E. The CCRMA also expects to have expanded its Toll System Projects list and have launched the Cameron County International Bridge Toll Collection System, and Cameron County User Fee Collection System. Have significantly advanced in the planning of the SPI 2nd Access project, is one of the most ambitious and bigger projects of the State and we expect to have completed the Environmental Documentation Process.

THE PLAN

The CCRMA has embarked on an exciting and ambitious program, focusing on several capacity projects and highway network improvements. The adoption of a long-range Strategic Plan in the early stages of formulation of the CCRMA's proposed System was critical to the success of its program. The Plan not only outlines the basic elements of the System, but also serves to focus the efforts of public information and involvement and serves to guide the sequencing, development, and implementation of all the anticipated projects within the region in the future. The new Strategic Plan for 2022-2026 is compiled of major goals. These goals are intended to be broad and flexible with the understanding that Transportation planning is always confronted with new and unforeseen challenges. The CCRMA is poised for these changes and is ready to work with the new Federal Highway Administration (FHWA) as well as any changes resulting from the next Texas Legislative Sessions.

OUR VISION

The CCRMA will continue to be recognized as the Regional Mobility Authority (RMA) leader in Texas implementing transportation projects that achieve a sustainable, world-class regional transportation network in South Texas going places, fast.

OUR MISSION

The CCRMA will provide transportation that promotes safe and effective mobility, improves the quality of life for area residents and visitors, creates quality economic development, jobs and generates revenues to sustain a regional transportation network, internationally.

OUR PURPOSE

The CCRMA will give Cameron County control to make mobility decisions with the community, to accelerate needed transportation projects, and to enhance economic vitality and the quality of life for the residents of Cameron County and South Texas in a sustainable fashion.

GOAL OBJECTIVES

The following goals and objectives represent the CCRMA's proposed long-term strategies covering a five (5) year period. The 2022- 2026 Strategic Plan presents **the CCRMA's major initiatives, strategies, and goals**, which will provide the critical foundation for addressing the future of transportation needs in Cameron County, South Texas and the northern Tamaulipas regions. Achievements of these goals will help the CCRMA to move towards realization of its purpose and vision.

INITIATIVE: Regional Mobility

The CCRMA will continue developing its current system projects and develop schedules and budgets that ensure sustainability, timely and cost-effective project delivery.

Goal: develop projects that support economic development and promote quality of life for citizens of the region well into the future of our next generation with efficient modes of regional multimodal transportation options.

- Develop a planning and financing process that results in the creation of short and long-term plans of the current system projects.
- Be on the vanguard of emerging technology, to implement more efficient modes of transportation that provide greater mobility options.
- To provide a highly reliable and appropriately maintained regional roadway network.
- Identify opportunities to develop a consistent and seamless toll road network.

Goal: provide a high reliable and appropriately maintained regional roadway network.

- Design and construct transportation facilities that provide reliability and safety.
- Develop and implement reliable and efficient maintenance strategies that continue to protect the initial investment.
- Manage transportation capacity available in the region through the use of technology.

INITIATIVE: Economic Vitality

A strong, reliable, and efficient mobility network is a significant component to a successful regional economy. The CCRMA will utilize financing options that leverage funding sources and promote timely project completion is a significant component of a successful regional economy.

Goal: develop projects that support federal, state, and local economic development strategies.

- Coordinate with local entities and organizations to participate in and promote the economic development of the region.
- Develop transportation project priorities based on current and future international trade, housing and employment.
- Adopt a process to evaluate projects based on their value in providing a greater mobility given available resources.

Cameron County Regional Mobility Authority Strategic Plan 2022 - 2026

Goal: continue partnering with regional entities to facilitate economic development initiatives driven by mobility and transportation identifying potential funding.

- Continue involvement in regional planning activities with community partners such as business, transportation, logistics and manufacturing associations.

INITIATIVE: Sustainability

Utilize technology and innovation to continue creating better quality of life by planning, implementing, operate and maintain transportation facilities using efficient and environmentally sustainable methods.

Goal: avoid or minimize potential impacts to the environment, to the extent possible through sensitive and proactive consideration of the human and natural environment.

- CCRMA will continue to apply policies to ensure the environmental effects if its actions are considered at all levels of the organization and during all aspects of project development, delivery, and implementation.
- Continue developing optimal solutions that will be functional, efficient, and effective for years to come – balancing the protection of our natural resources and regulatory requirements with innovative, reliable, and cost-effective solutions that facilitate community and industrial growth.
- Continue to take a comprehensive approach to utilization of innovation and technology to achieve environmental excellence.
- Identify and coordinate with key community stakeholders to obtain invaluable input and direction on the preservation of environmental, scenic, cultural, aesthetic, and historic resources while achieving safety and mobility.
- Continue to plan, design, construct, operate, and maintain projects strictly in accordance with local, state, and federal environmental policies.

Goal: utilize technology and innovation to continue developing high-quality technological solutions.

- Develop a comprehensive Information Technology (IT) Plan, which will enable CCRMA to provide reliable and innovative solutions to mobility issues throughout the region.
- Continue working with vendors to provide high-quality technological solutions to develop and implement toll operations.
- Continue to manage new Fuego Tag to ease the use of the toll road for its users; continue discussions on possible interoperability with other toll roads and international bridges, including the Harris County Toll Road Authority.
- Facilitate travel for toll tag users while increasing user market by launching the toll road toll collections system interoperable with the toll collections system on Cameron County International Bridges and Parks.

INITIATIVE: Innovation

The CCRMA is a regional transportation leader and service provider that fosters a high level of trust from the public, elected officials and users of the transportation system through innovative practices, transparent process and an open communication.

Goal: advocate for increased transportation management and funding options.

- Maintain a close working relationship with elected officials to educate and enact legislation that ensures flexible options to achieve regional mobility, including funding mechanisms and effective construction methods.
- Lead efforts to increase all levels of funding for the regional mobility.
- Investigate and maximize the use of all potential funding tools.

Goal: implement the most efficient and cost-effective management of transportation facilities in South Texas while providing a great customer experience.

- Explore expansion of the Fuego Tag interoperability and toll tag users.
- Effectively increase the use of technology to support traffic management.
- Maintain leadership in utilizing innovative and industry best practices.
- Maintain system assets to ensure long-term financial sustainability of the system.

THE IMPORTANCE OF TRANSPORTATION PARTNERSHIPS

The ultimate success of the CCRMA system requires strong partnerships. These partnerships include all local governmental agencies in Cameron County along with other South Texas communities and agencies and Federal officials in the U.S. and Mexico. Additionally, pertinent communication with various Mexican government representatives, such as the Secretary of Communications and Transportation of Mexico, the State of Tamaulipas and the City of Matamoros will continue to ensure effective coordination of CCRMA projects and existing and proposed Mexico Transportation Infrastructure. As the system moves from concept to reality, each agency must be prepared to accept various roles and responsibilities.

Understanding the importance of regional partnerships, Texas Department of Transportation (TxDOT) provided funding for startup projects and continues to work with the CCRMA on numerous projects on the System Map. The Rio Grande Valley Metropolitan Planning Organization (RGVMPPO) is including the proposed system in the region's long range transportation plans so that state and federal funding will be available. As the tolled lane system continues to be operational and a revenue stream is established, the CCRMA will continue to be a locally controlled, and self-sustaining organization with its own project development, construction, operations, and maintenance capabilities.

THE IMPORTANCE OF JOB CREATION

The CCRMA has committed to aggressively promoting the economy of Cameron County by building the necessary infrastructure that will support the region's growth and economic development. Critical to today's economy is the ability to positively influence job creation and support existing employment in Cameron County. The FHWA estimates that approximately 30,000 direct, indirect, and induced jobs are supported for every \$1 Billion that is invested in Transportation Infrastructure. Construction-oriented jobs are directly and indirectly supported by the opportunity offered to local construction firms working on CCRMA projects and those firms' providing supplies and support to those construction firms.

Additionally, creation and support of these jobs promote economic benefit to jobs dependent of consumer expenditures from the wages of workers. Using these assumptions, the CCRMA program of \$2 Billion is expected to support over 50,000 direct, indirect, and induced jobs. Adding to the benefits of CCRMA's investment in our transportation infrastructure are improvements to quality development to the region and to the quality of life of our labor force.

ACKNOWLEDGEMENTS

The Board's vision is to provide and lay the proper infrastructure for the next 30 years. In 2050, our success will be measured by our next generation on how we have prepared and developed our transportation infrastructure. We must make hard decisions now to meet the demands of our aggressive growth and economic vitality. Making the right decisions now ensures the right progress for years to come.

The 2022–2026 Cameron County Regional Mobility Authority (CCRMA) Strategic Plan is prepared under direction of the CCRMA Board of Directors and CCRMA Staff; and it has been adopted by the CCRMA Board of Directors.

The following Cameron County Regional Mobility Authority Board Members and Staff representatives assisted in the development of the CCRMA Strategic Plan:

- Frank Parker, Jr. – Chairman
- Michael F. Scaief – Vice Chairman
- Arturo A. Nelson – Secretary
- Al Villarreal – Treasurer
- Mark Esparza – Board Member
- Dr. Maria Villegas – Board Member
- Leo R. Garza – Board Member
- Pete Sepulveda, Jr. – Executive Director
- Eric Davila – Chief Development Engineer
- Lulu Mayorga – Executive Administrative Assistant
- Janett Huerta – Toll Operations Administrator
- Victor Barron – Controller
- Ericka G. Treviño – Marketing Director
- Francisco San Miguel – IT Toll Systems and IT Manager
- Alejandro Garcia – Construction Manager

APPENDIX

LIST OF TABLES

Table 1: Used Acronyms

CCRMA	Cameron County Regional Mobility Authority	RMA	Regional Mobility Authority
FHWA	Federal Highway Administration	SH	State Highway Designation
FM	Farm to Market Road Designation	TTC	Texas Transportation Commission
HB	House Bill	TxDOT	Texas Department of Transportation
IT	Information Technology	U.S.	Federal (U.S.) Highway Designation
RGVMPO	Rio Grande Valley Metropolitan Planning Organization	UPRR	Union Pacific Railroad

**2-G CONSIDERATION AND APPROVAL OF A RESOLUTION DESIGNATING
THE RGVMPPO POLICY COMMITTEE MEMBER AND ALTERNATE
MEMBER.**

RESOLUTION

A RESOLUTION DESIGNATING
RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION MEMBERS

WHEREAS, in accordance with the RGV-MPO Bylaws and Operating Procedures; the Chairman of the Cameron County Regional Mobility Authority Board of Directors Frank Parker, Jr. serves as the defacto official member of the RGV-MPO Policy Board; and

WHEREAS, the RGV-MPO Bylaws and Operating Procedures; further stipulate that one (1) Member of the Cameron County Regional Mobility Authority Board of Directors may be appointed to serve as alternate member of the RGV-MPO Board of Directors.

NOW THEREFORE, BE IT RESOLVED BY THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS hereby Approves that Chairman Frank Parker, Jr. be appointed as the primary member of the RGV-MPO Policy Board.

BE FURTHER RESOLVED that Arturo A. Nelson be appointed as the secondary alternate member of the RGV-MPO Policy Board; and that the following three individuals be appointed designate proxies with all appropriate privileges assigned, to include Al Villarreal, Michael Scaief and Leo R. Garza,, and a copy of this Resolution shall be delivered to the RGV-MPO Office to evidence these appointments.

PASSED AND APPROVED this 15th day of December, 2022

FRANK PARKER, JR.
CHAIRMAN

MICHAEL F. SCAIEF
VICE CHAIRMAN

AL VILLARREAL
TREASURER

ARTURO A. NELSON
SECRETARY

MARK ESPARZA
DIRECTOR

DR. MARIA D. VILLEGAS
DIRECTOR

LEO R GRZA
DIRECTOR

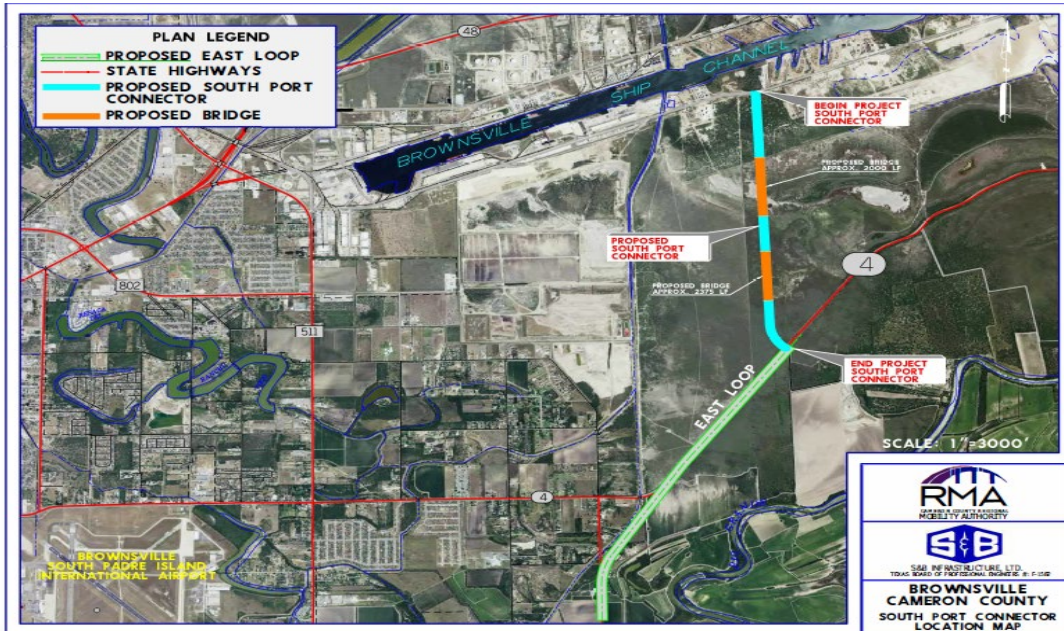
**2-H DISCUSSION REGARDING THE STATUS OF THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS.**

Cameron County
Project Status Update
December 15, 2022

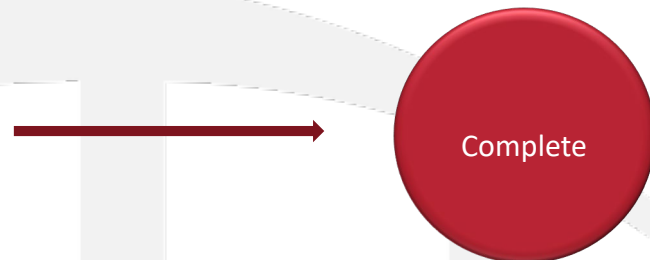


South Port Connector

CSJ: 0921-06-288

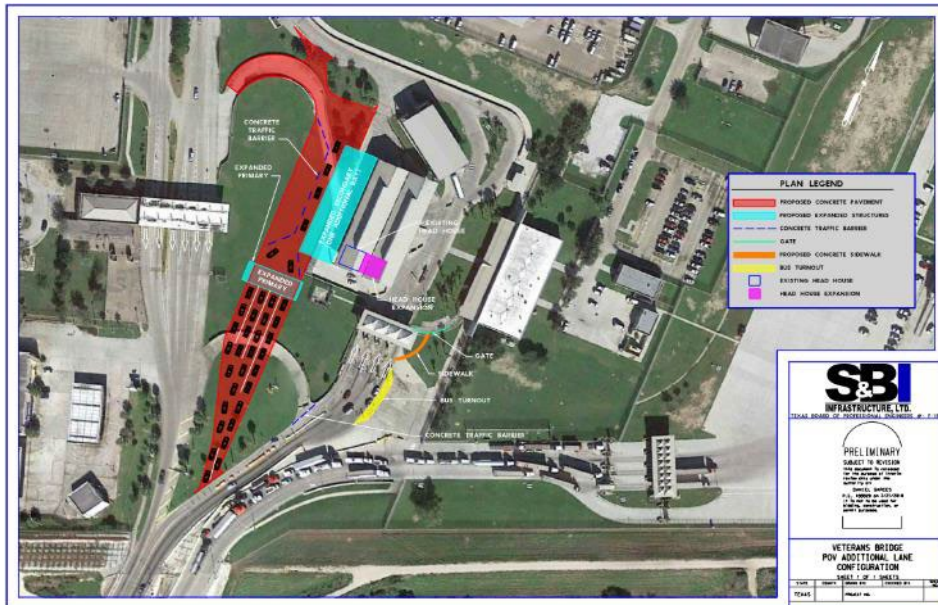


- 1 Environmental ✓
- 2 Preliminary Engineering ✓
- 3 ROW & Utilities: ✓
- 4 Design ✓
- 5 Funding ✓



Veterans POV Expansion

CSJ: 0921-06-313



Recent Activity:

- Under Construction-15% Complete

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design



5

Funding



Under
Construction

SH 550 GAP 2 Project

CSJ: 0684-01-068



Recent Activity:

- Included in Border Master Plan- High Impact Project
- ROW in Place / Utilities Adjusted
- Environmental Re Evaluation Underway
- PS&E-95% complete
- Funding: \$23 Million in CAT 7 Available for Construction

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design

95% PS&E Completed

5

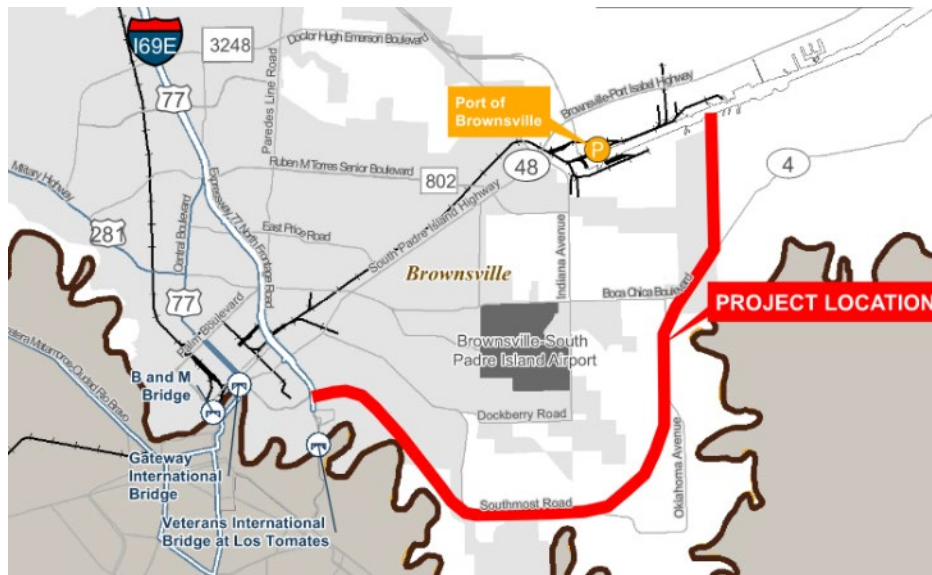
Funding



Shovel
Ready

East Loop

CSJ: 0921-06-315



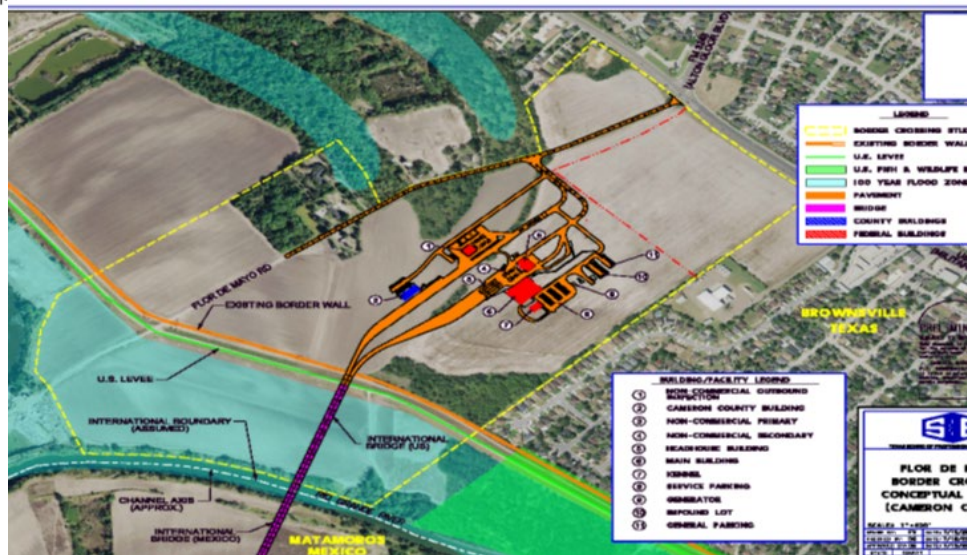
1	Environmental	80% complete
2	Preliminary Engineering	✓
3	ROW & Utilities:	In Process
4	Design	60%
5	Funding	Partially Funded

Recent Activity:

- Included in Border Master Plan- High Impact Project
- USFWS Land Swap Agreement FONSI Issued
- Environmental Documents are 80% complete
- 60% PS&E Complete
- CCRMA is Proceeding with 100% Local Funding for Preliminary Engineering to Expedite
- Funding: \$20 Million available in CAT 7 Funds, \$6 Million available in other Categories

Flor De Mayo Bridge

CSJ: TBD



1

Environmental - Underway

2

Preliminary Engineering - Underway

3

ROW & Utilities:



4

Design - Pending

5

Funding - Pending

Recent Activity:

- Included in Border Master Plan- High Impact Project
- Feasibility study Complete
- Submitted Presidential Permit Application to DOS
- Addressing DOS Comments

Free Trade Bridge



Recent Activity:

- CBP/GSA Final DAA Underway
- Design is 100% Complete
- Utilizing Local funds
- Letting January 2023
- Funding: \$1.5 Million Available

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design



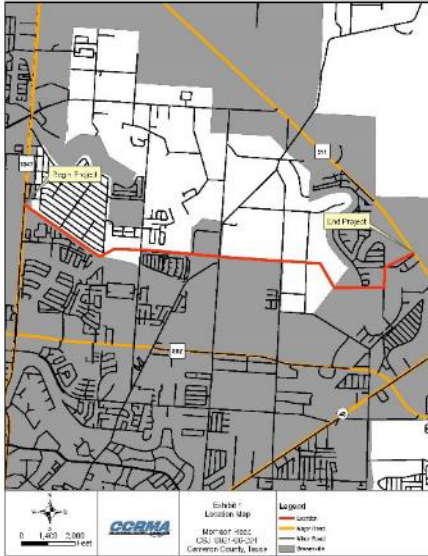
5

Funding



Morrison Road

CSJ: 0921-06-291



1

Environmental - Underway

2

Preliminary Engineering - Underway

3

ROW & Utilities: - Pending

4

Design - Pending

5

Funding



Recent Activity:

- Included in Border Master Plan- High Impact Project
- Environmental and Schematic are under development
- Preliminary Coordination with City and Drainage / District Underway
- Functional Classification under review by FHWA
- Funding: \$16 Million Available in CAT 7 Funds

Old Alice Rd

CSJ: 0921-06-290



1 **Environmental** - 95% Complete

2 **Preliminary Engineering** ✓

3 **ROW & Utilities:** ✓

4 **Design** ✓

5 **Funding** ✓

Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- 100% PS&E complete
- Virtual Public Meeting Held August 11, 2020
- ROW 100% in place, Utilities to be Adjusted
- Funding: \$20 Million Available in CAT 7 Funds

FM 509

CSJ: 0921-06-254



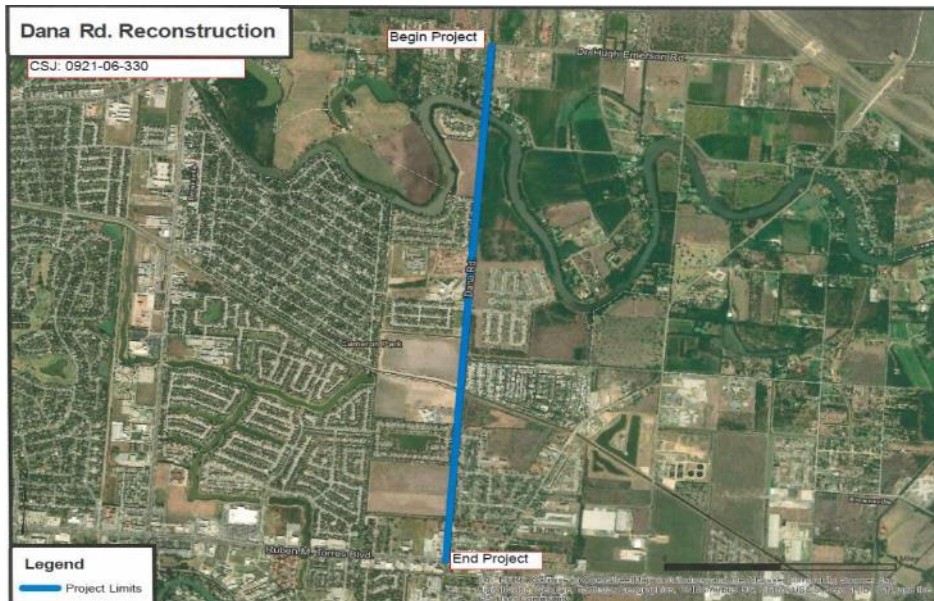
Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- Transportation Commission Approved On-System Minute Order - May 2021
- Functional Classification under review by FHWA
- CCRMA will utilize 100% Local Funds for Preliminary Engineering to expedite
- Funding: \$7.5 Million Available in CAT 2 Funds

- | | | |
|---|--------------------------------|-----------|
| 1 | Environmental | - Pending |
| 2 | Preliminary Engineering | - Pending |
| 3 | ROW & Utilities: | - Pending |
| 4 | Design | - Pending |
| 5 | Funding | ✓ |

Dana Road

CSJ: 0921-06-330



Recent Activity:

- ILA with City of Brownsville approved to add Dana Road Bridge Rehabilitation to project.
- New EDC Rates-Savings of \$1.4M
- Schematic 40%
- Funding: \$16 Million Available in CAT 7 for Construction

1 **Environmental** - Pending

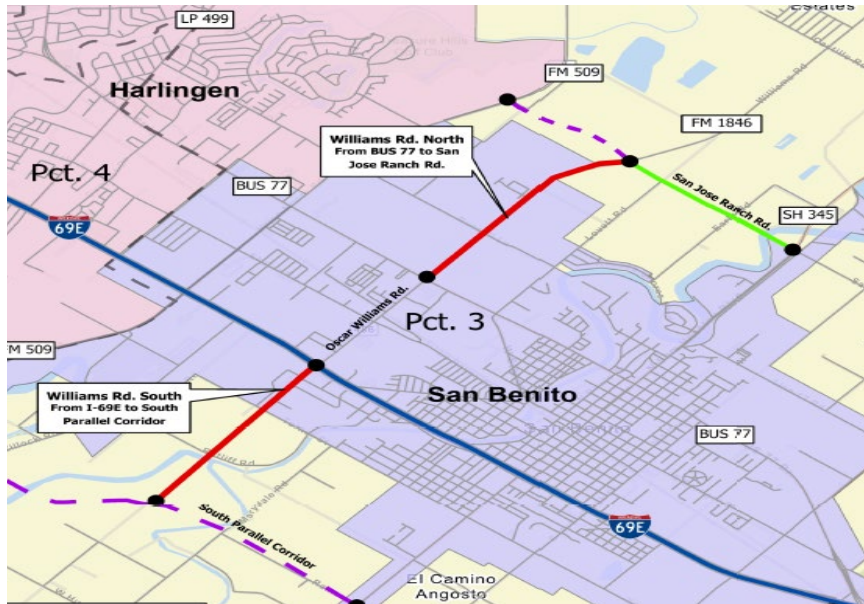
2 **Preliminary Engineering** - Underway

3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

FM 1846-Williams Road



1

Environmental - Pending

2

Preliminary Engineering - Underway

3

ROW & Utilities: - Pending

4

Design - Pending

5

Funding - Pending

Recent Activity:

- ILA with City of San Benito and Cameron County approved
- Design Survey Underway
- RGVMPO Coordination for 2024 UTP
- Traffic/ H&H Underway
- Design Alternative Analysis Underway

SPI 2nd Access CSJ: TBD



Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- Recently redesignated to a Non-Tolled project development strategy
- Using Local Funds to Complete Environmental Phase

1

Environmental - Underway

2

Preliminary Engineering - Underway

3

ROW & Utilities: - Pending

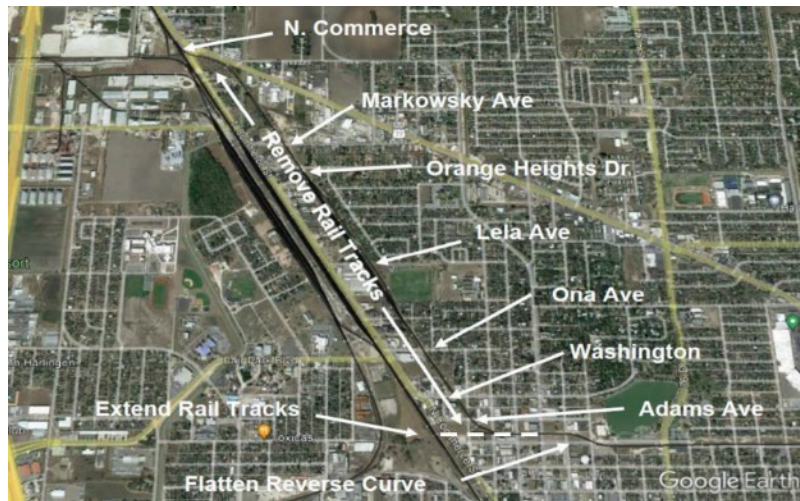
4

Design - Pending

5

Funding - Pending

Harlingen Rail Improvements Project FR-CRS-21-002



Recent Activity:

- Partnership between: CCRMA, Cameron County, and City of Harlingen
- Project Scope: Eliminate certain railroad-street crossings
- Limits: N. Commerce street S. of US 77 Sunshine to Adams Avenue
- Using Federal & Local funds to complete Environmental Phase
- Using Federal & Local funds to complete Design
- Funding: \$5.6 Million Available for Construction

1 **Environmental** - Pending

2 **Preliminary Engineering** - Pending

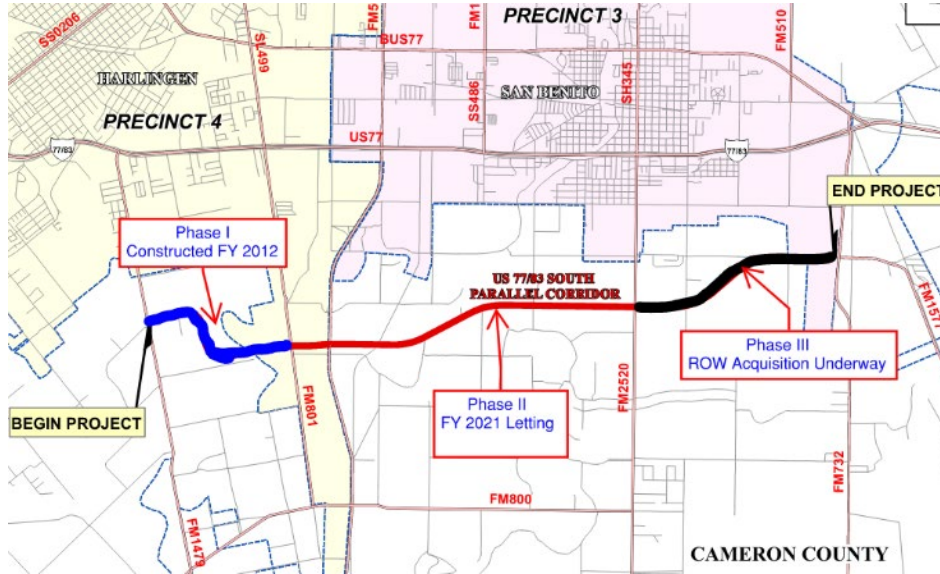
3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

S. Parallel Corridor Phase II

CSJ: 0921-06-252



Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- 50% complete

1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities:



4

Design



5

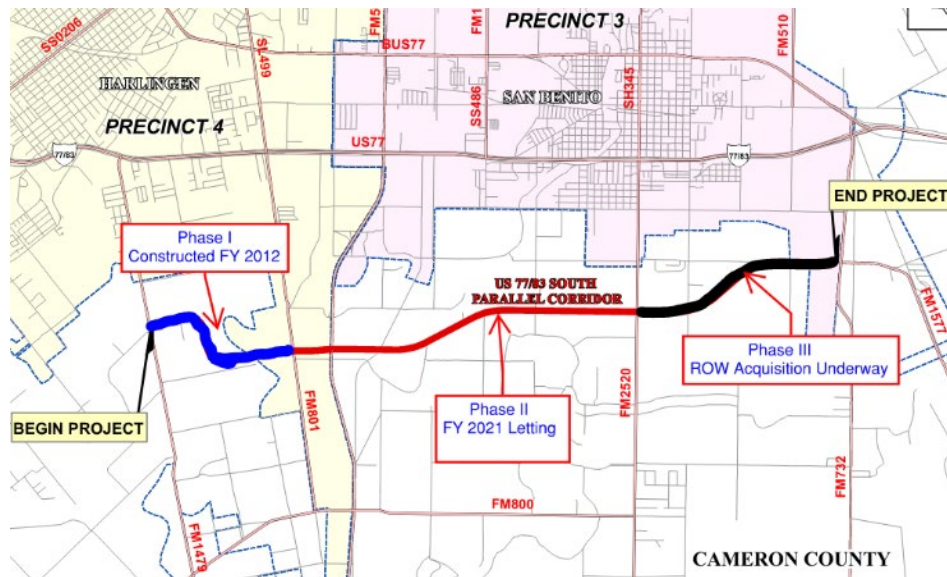
Funding



Under
Construction

S. Parallel Corridor Phase III

CSJ: 0921-06-257



1

Environmental



2

Preliminary
Engineering



3

ROW & Utilities: - Underway

4

Design - Underway

5

Funding - Pending

Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- ROW Acquisition Underway using Local Funds
- Utility Coordination Underway using Local Funds
- Needs Funding to construct the entire 10-Mile Corridor to a 5-Lane Urban Section
- Funding: \$3 Million Available for Construction in Rider 11b

US 281 Connector



- | | | |
|---|--------------------------------|-----------|
| 1 | Environmental | - Pending |
| 2 | Preliminary Engineering | - Pending |
| 3 | ROW & Utilities: | - Pending |
| 4 | Design | - Pending |
| 5 | Funding | - Pending |

Recent Activity:

- Included in Border Master Plan- Medium Impact Project
- CCRMA Conceptual Project to provide a connection between US281 (Military Highway) and I69E. Ultimately connecting the International Bridges Directly with the Port of Brownsville Via SH 550

West Blvd – Roadway CSJ:



Recent Activity:

- Preliminary Engineering is being completed with 100% Local Funds
- Functional Classification under development
- Environmental Documents Under Development In-House (CCRMA)
- ROW is in place
- PS&E-95% complete
- Funding: \$6.5 Million Available in CAT 12 Funds

1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

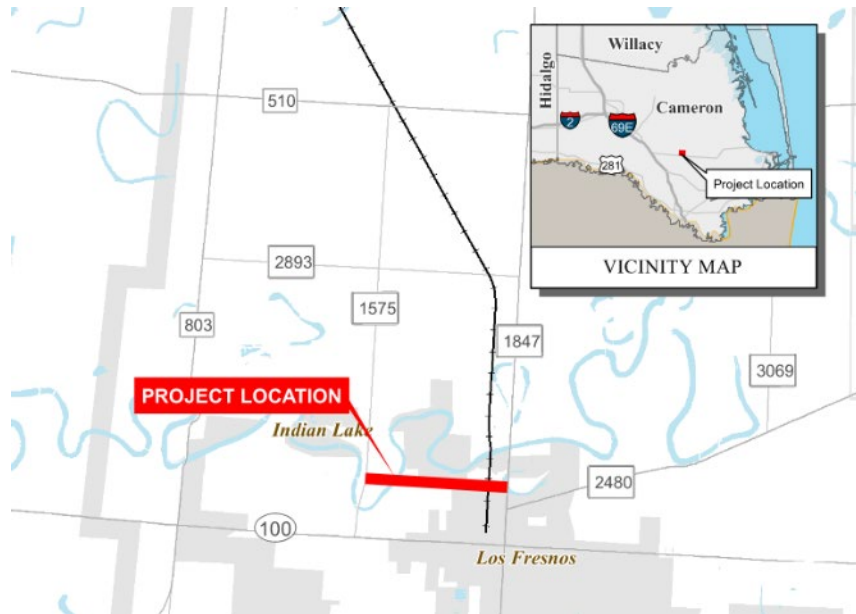
3 **ROW & Utilities:** ✓

4 **Design** - 95%

5 **Funding** ✓

Whipple Road

CSJ: 0921-06-292



1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

Recent Activity:

- Construction 100% Funded in 2021 UTP – Letting 2029
- DCC held on September 14, 2020
- Schematics at 90%
- Environmental at 75%
- Funding: \$4.5 Million Available in CAT 7 Funds

FM 1847

CSJ: 0921-06-325



Recent Activity:

- Revised limits: Resaca Retreat Dr. to First St.
- Schematics at 90%
- Environmentally Cleared (CE) 8/16/2022
- PS&E at 60%
- Funding: \$390,000 Available for Construction

1 **Environmental** - Underway

2 **Preliminary Engineering** - Underway

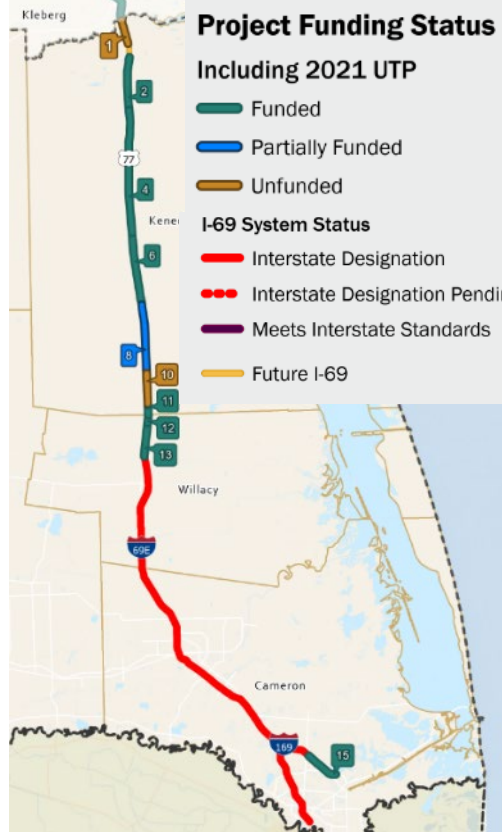
3 **ROW & Utilities:** ✓

4 **Design** - Pending

5 **Funding** ✓

U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2021 UTP

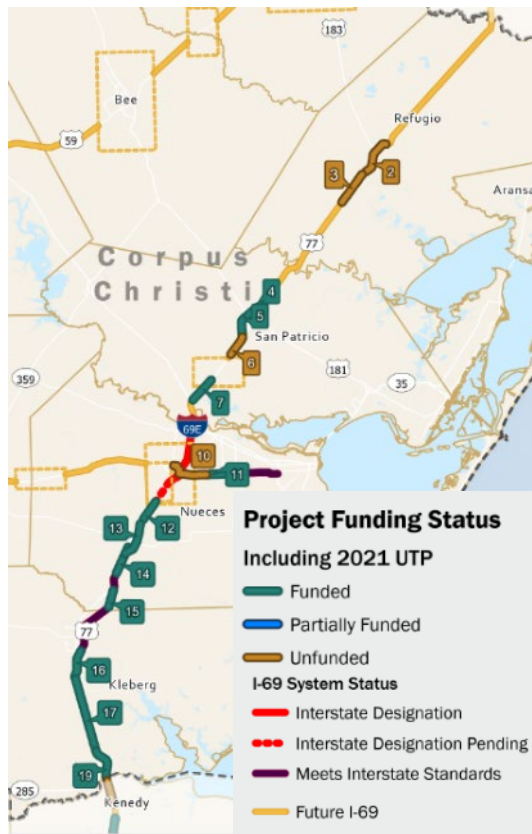


#	CSJ	HWY	Current XS ²	Limits	Description	EST. CONSTRUCTION COST (M)	EST. TOTAL COST ³	MILES	FUNDING STATUS ⁵	LET YEAR
1	0327-02-055	US 77	4D+	KENEDY/KLEBERG COUNTY LINE to 0.71 MILES N. OF LA PARRA AVE.	Interstate Designation	\$23.3	\$28.0	TBD	Unfunded	2025
2	0327-02-056	US 77	4D+	0.87 MILES S. OF LA PARRA AVE. to 8 MILES S. OF LA PARRA AVE.	Interstate Designation	\$66.9	\$80.3	7.1	Full	2026
4	0327-03-048	US 77	4D+	8 MILES S. OF LA PARRA AVE.. to 9.6 MILES N. OF NORIAS RD.	Interstate Designation	\$60.4	\$72.5	12.5	Full	2026
6	0327-04-037	US 77	4D+	9.6 MILES NORTH OF NORIAS RD to NORIAS RD.	Interstate Designation	\$84.6	\$101.5	9.6	Full	2024
8	0327-05-041	US 77	4D+	NORIAS RD to 1.34 MILES N OF WILLACY/KENEDY COUNTY LINE	Interstate Designation	\$108.3	\$130.0	11.6	Partial	2024
10	0327-05-043	US 77	4D+	1.34 MILES N OF WILLACY/KENEDY COUNTY LINE to 1.19 MILES S OF CRYSTAL GATE/NORIAS DI	Construct Main lanes & Overpasses	\$24.5	\$29.4	3.5	Unfunded	2035
11	0327-05-042	US 77	4D+	1.34 MILES N OF WILLACY/KENEDY COUNTY LINE to WILLACY/KENEDY COUNTY LINE	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$7.2	\$8.6	1.3	Full	2018
12	0327-10-062	US 77	4D+	WILLACY/KENEDY COUNTY LINE to 0.93 MILES S OF WILLACY/KENEDY C.L.	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$8.2	\$9.9	0.9	Full	2018
13	0327-10-057	US 77	4D+	0.93 MILES S OF WILLACY/KENEDY COUNTY LINE to BUSINESS 77	Construct Main lanes & Overpasses (Under Construction; Completion date Nov. 2020)	\$22.7	\$27.2	4.0	Full	2017
15	0684-01-068	SH 550	4D+	.203 MILES S OF FM 1847 to 1.13 MILES SE OF UPRR OVRPSS AT FM 3248	Construct New Toll Road	\$17.3	\$20.8	3.9	Full	2022
Total						\$1,085.2	\$1,302.3	103.8		

Included in Border Master Plan

U.S. 77 – I69E Plan

Fully Funded by TxDOT - 2021 UTP



#	CSJ	HWY	Current XS ²	Limits	Description	EST CONST NET AN	EST TOTAL NET AN	MILES	FUNDING STATUS ⁵	LET YEAR
2	0371-03-090	US 77	4CTL, 4D+	N OF REFUGIO TO S OF REFUGIO (RELIEF ROUTE)	Construct New Roadway Lanes	\$360.0	\$432.0	10.1	Unfunded	2029
3	0371-03-130	US 77	4D+	S OF REFUGIO RR TO S OF WOODSBORO	Convert Non-Freeway	\$70.0	\$84.0	4.1	Unfunded	2029
4	0371-04-062	US 77	4D+	CHILTIPI CREEK BR (CONTROL BREAK) to BUSINESS NORTH (SINTON)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
5	0372-01-101	US 77	4D+	BUSINESS SOUTH (SINTON) to CHILTIPI CREEK BR (CONTROL BREAK)	Convert Non-Freeway	\$40.0	\$48.0	2.9	Full	2024
6	0372-01-109	US 77	4D+	NORTH OF ODEM to BUSINESS SOUTH (SINTON)	Convert Non-Freeway	\$60.0	\$72.0	2.2	Unfunded	2029
7	0372-01-106	US 77	4D+	IH 37 AND INTERCHANGE to SOUTH OF ODEM	Convert Non-Freeway	\$127.5	\$153.0	4.3	Full	2028
12	0102-02-101	US 77	4D+	NORTH OF FM 2826 to SOUTH OF CR 28 (CONTROL BREAK)	Construct Main Lanes, Frontage Roads And Structures	\$12.7	\$15.2	2.4	Full	2018
13	0102-16-001	US 77	NA	CR 28 to CR 16	Construct New Roadway Lanes	\$82.4	\$98.9	5.1	Full	2018
14	0102-03-082	US 77	4D+	CR 16 to SOUTH OF FM 3354	Convert Non-Freeway	\$23.2	\$27.9	2.9	Full	2018
15	0102-03-087	US 77	4D+	CR 4 to FM 70	Construct Ramps	\$9.0	\$10.8	2.0	Full	2021
16	0102-04-099	US 77	4D+	FM 1356 to CR 2130	Convert Non-Freeway	\$55.2	\$66.3	3.4	Full	2020
17	0102-04-097	US 77	4D+	CR 2130 to 1.5 MILES N. OF SH 285	Convert Non-Freeway	\$115.0	\$138.0	8.6	Full	2022
19	0327-09-002	US 77	NA	1.5 MILES N. OF SH 285 INTERSECTION to KENEDY/KLEBERG COUNTY LINE	Construct New Roadway Lanes	\$110.0	\$132.0	4.0	Full	2024

Included in Border Master Plan

U.S. 77/I69E PROJECTS

	CSJ	COUNTY	MILES	LIMITS	DESCRIPTION	AMOUNT AUTHORIZED IN THE 2023 UTP	UPDATED ESTIMATE (including inflation)	ADDITIONAL AMOUNT TO BE REQUESTED IN 2024 UTP	STATUS	UNDER DEVELOPMENT BY:
US 77 - from IH 37 to North of Refugio										
	0372-01-106	San Patricio	4.3	IH 37 and Interchange to FM 1945	Upgrade to Interstate design standards	\$25.1M Cat. 4B \$120M To Be Determined	\$593.6M	\$568.5M	-Route Feasibility Study underway (approx. 60% complete) -Included in 2023 UTP Project List (FY 2027-2032 let date range)	Route Feasibility Study: Adkins
	0371-04-062 0372-01-105	San Patricio	5.8	BU 777 South of Sinton to BU 777 North of Sinton	Upgrade to Interstate design standards	\$123.2 M	\$123.2 M	No change	-Environmental and Engineering Studies completed, PS&E underway (<30%) -Anticipate ROW acquisition to begin 2023 -Included in 2023 UTP Project List (FY 2023-2026 let date range)	ENV, Design, & PS&E by: HDR, Inc.
	0371-04-063 0371-03-129	San Patricio / Refugio	15.0	BU 777 North of Sinton to South of Woodboro	Upgrade to Interstate design standards		\$190 M		-Not started	
	0371-03-130 0371-03-090	Refugio	15.0	South of Woodboro to North of Refugio	Upgrade to Interstate design standards with Relief Route at Refugio	\$463.68 M	\$463.68 M	No change	-Route Feasibility completed -Environmental/Schematic Process Underway (approx. 30%) -Included in 2023 UTP Project List (FY 2027-2032 let date range)	ENV & Design by: Michael Baker International
40.1					\$1,202 M					
US 77 - from IH 37 to South of Riviera										
		Nueces	7.8	IH 37 to south of FM 2826					-Designated and signed I 69E	
	0302-02-105 0302-16-005 0302-09-082	Nueces	8.6	South of FM 2826 to FM 3354	Upgrade to Interstate design standards with Relief Route at Driscoll				-Under construction - anticipate completion Spring 2023 -Low Bid = \$118M	Contractor: Zachry Construction
		Nueces / Kleberg	12	FM 3354 to FM 1356					-Interstate Designation pending completion of Driscoll Relief Route project	
	0302-04-099	Kleberg	3.4	FM 1356 to CR 2130	Upgrade to Interstate design standards				-Under construction - anticipate completion Winter 2024/Spring 2025 -Low Bid = \$39M	Contractor: Bay, Ltd.
	0302-04-097	Kleberg	8.7	CR 2130 to 1.5 Miles North of SH 285	Upgrade to Interstate design standards				-Under construction - anticipate completion Summer 2028 -Low Bid = \$176.7M	Contractor: Anderson Columbia Co., Inc.
	0327-09-002	Kleberg	4.0	1.5 Miles North of SH 285 to Kenedy County line	Upgrade to Interstate design standards with Relief Route at Riviera	\$127.68 M	\$127.7M	\$50M	-Environmentally clear -ROW acquisition underway -Construction plans under development -Included in 2023 UTP Project List (FY 2027-2032 let date range)	PS&E by: TxDOT in-house
44.5					\$477 M					

Construction Completed
Under Construction

I-69 / I-169 Unveiling Ceremony Highlights



U.S. 77 – I69E Construction in Progress



U.S. 77 – I69E Construction in Progress



CCRMA TOLL SYSTEM PROJECTS

CCRMA Back Office Update

- FUEGO Tag live October 21, 2021
- Customer Tag Functionality
- Electronic Communications
- Customization of Accounts to accommodate Bridges & Parks
- Redesigned reporting for Interoperability
- Account migration to Prepaid accounts
- New interfaces with InfoSend (print & mail), Interop Systems, and Collections

Vendors:
TollPlus, LLC

CC Intl Bridge Toll Collection System

- Estimated Go Live – TBD
- New lane functionality with ETC Tags and RFID Cards
- Improved Lane processing logic
- Improved transaction accountability and Cash Management process
- Account migration from current system to CCRMA Back Office
- Improvements to increase electronic payment versus cash payment
- Improved system accountability with Digital Video Auditing System

Vendors:
TollPlus, LLC
A to Be, LLC
Etransit – (sub to A to Be, LLC)

CC Parks User Fee Collection System

- Estimated Go Live - TBD
- Complete new system design leveraging ETC in the lanes
- Daily passes can now be offered to ETC customers
- CCRMA tag functionality to replace current monthly, annual, and RV passes
- Improved revenue enforcement using automatic license plate readers (ALPR)
- Improved system accountability with Digital Video Auditing System

Vendors:
TollPlus, LLC
A to Be, LLC
Etransit – (sub to A to Be, LLC)

CCRMA PARTNERSHIP PROJECTS WITH CAMERON COUNTY

Cameron County Parks Administration Building Project

- New construction with site work of the two-story 8,695 SF County Parks Administration Building, located within Isla Blanca Park.
- Estimated project cost: \$5 Million
- **SUBSTANTIAL COMPLETION: JANUARY 2023**

Cameron County Parks Warehouse

- New construction with site work of the Cameron County Parks Warehouse
- Estimated project cost: \$2 Million

Isla Blanca Toll Booths

- Construction of toll booth for Cameron County Beach Access #1
- Estimated project cost: \$0.4 Million
- **COMPLETED**

Isla Blanca Park Parking Lot 10 Expansion

- Construction of the Isla Blanca Park Parking Lot 10 Expansion
- 220 Parking Spaces
- Construction Cost: \$574,800
- **COMPLETED**

Mountain Bike Trail

- Enhancements to existing mountain bike trail at the Pedro "Pete" Benavides County Park, Cameron County Texas
- Estimated project cost: \$0.5 Million

Pedro "Pete" Benavides Basketball Court Pavilion

- Construction of a basketball pavilion
- Construction Cost: \$645,000
- Notice to Proceed issued 02.07.22
- **COMPLETED**

CCRMA Project Executive Summary

\$30 Million in Projects Currently Under Construction

\$1.6 Billion CCRMA Overall Project Portfolio

Shovel Ready Projects

- SH 550 Gap II
 - **\$21 M**
- Old Alice Road
 - **\$ 17.75 M**
- West Rail Blvd.
 - **\$7.5 M**

**\$50 Million in Locally
Developed Shovel Ready
Projects.**

Projects in Design

- East Loop
 - **\$100 M**
- FM 509 Extension
 - **\$9 M**
- Whipple Rd.
 - **\$6M**
- Morrison Road Project
 - **\$17M**
- South Parallel Corridor Ph. III
 - **\$10 M**
- South Parallel Corridor Ultimate 5 Lane
 - **\$30 M**
- West Rail Blvd.
 - **\$7.5 M**
- Misc. Projects

**\$180 Million in Locally Developed Shovel
Ready Projects.**

Projects In Development

- US 77 / I69E
 - **\$300M**
- SPI 2nd access
 - **\$500M**
- Outer Parkway
 - **\$200M**
- Flor de Mayo International Bridge
 - **\$40M**
- I69 Connector
 - **\$160M**
- US 281 Connector
 - **\$140M**

**\$1.34 Billion
Planning Phase**

14 CCRMA Projects Currently included in the TxDOT Border Master Plan

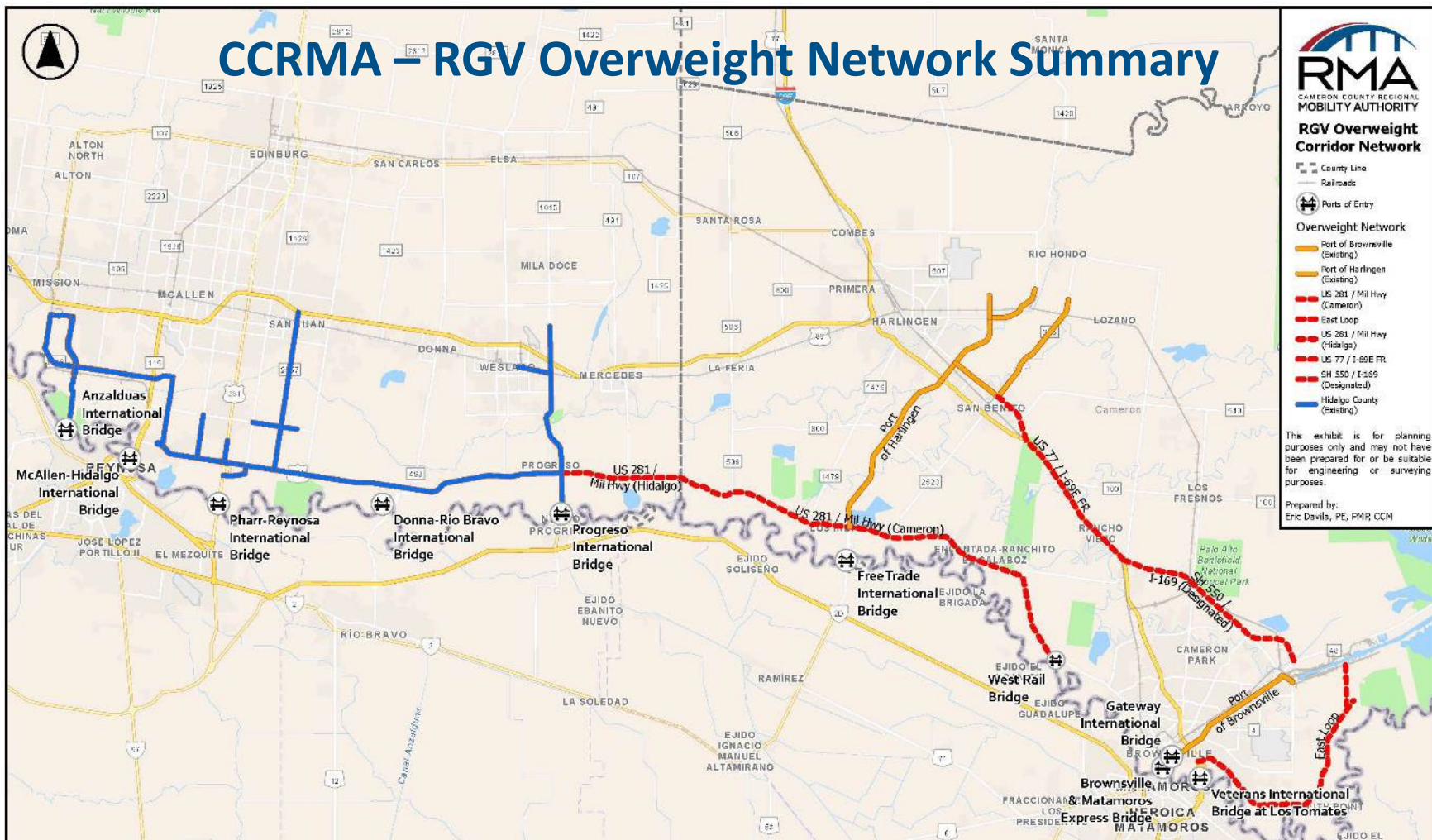
2024 UTP Requests

1. East Loop – Fully Fund (RGVMPO has allocated \$20M in CAT 7) TxDOT has \$6 Million
2. SPI 2nd Causeway – Construction Funding in Outer Years/Development Authority
3. U.S. 77 – Funds to Complete Construction of all Remaining Segments/State Wide Development Authority
4. Williams Road (North) – CAT 2 Funds
5. FM 509 (Business 77 North to FM 508) – CAT 2 Funds

88th LEGISLATIVE SESSION AGENDA

1. Transportation Funding
2. Overweight Corridor (Cameron/Hidalgo)
3. CDA's (Toll Projects)
4. SPI 2nd Causeway/East Loop/Outer Parkway Funding
5. Toll Related Operation Issues/Other Toll Road Authorities
6. Habitual Violators Legislation
7. Scofflaw/Vehicle Registration Denial

CCRMA –RGV Overweight Network Summary



TRANSPORTATION REINVESTMENT ZONE
PAYMENT HISTORY

	PRIOR TRZ	COUNTYWIDE TRZ						
Fiscal Year	2011-2015	2016	2017	2018	2019	2020	2021	Totals
TRZ Revenue	1,193,303.54	276,744.05	566,100.09	644,077.54	1,311,065.28	2,208,261.00	3,078,964.00	9,278,515.50
Pending Payment	-	-	-	-	-	-	(3,078,964.00)	(3,078,964.00)
East Loop	(767,043.00)	-	(23,417.44)	(18,264.85)	(418,433.88)	(15,048.60)	(44,066.54)	(1,286,274.31)
South Port								
Connector	-	-	-	(37,021.02)	(35,000.00)	-		(72,021.02)
SH550	-	-	(235,125.00)	(3,545.17)	(142,590.00)	(41,928.13)	(117,168.77)	(540,357.07)
SPI	-	-	-	(6,284.31)	(12,500.00)	-	(31,478.00)	(50,262.31)
FM 509	-	-	-	(78,600.00)	(31,000.00)	(31,179.08)		(140,779.08)
West Rail	-	-	-	(32,493.43)	-	-	(750.00)	(33,243.43)
Naranjo Road							(209.59)	(209.59)
Old Alice Rd	-	-	-	-	(102,081.21)	(475.00)	(1,338.00)	(103,894.21)
Veterans Bridge							(6,543.10)	(6,543.10)
Whipple Road	-	-	-	-	(41,000.00)	(30,731.08)	(64,340.25)	(136,071.33)
West Blvd	-	-	-	-	(31,000.00)	(31,921.08)		(62,921.08)
	426,260.54	276,744.05	307,557.65	467,868.76	497,460.19	2,056,978.03	(265,894.25)	3,766,974.97

Table 1 - Vehicle Registration and Registration Fee History

Fiscal Year Ended	Population ⁽¹⁾	Total # of Vehicles Registered ⁽²⁾	Fee ⁽²⁾	VRF Revenue ^{(2) (3)}
9/30				
2011	434,130	287,795	\$10.00	\$ 2,725,505
2012	406,220	280,689	10.00	2,800,570
2013	415,557	285,099	10.00	2,843,510
2014	423,868	294,570	10.00	2,932,080
2015	436,584	296,407	10.00	2,975,240
2016	420,392	308,204	10.00	3,156,486
2017	426,897	298,151	10.00	3,019,910
2018	422,135	317,364	10.00	3,213,630
2019	423,725	328,267	10.00	3,278,433
2020	423,908	323,317	10.00	3,251,304
2021	423,163	345,239	10.00	3,509,231

Average annual growth rate of VRF Revenue 2011-2020: 2.44%

Compound annual growth rate (CAGR) of VRF Revenue 2011-2020: 1.98%

⁽¹⁾ U.S. Census and Cameron County estimates

⁽²⁾ Source: Cameron County

⁽³⁾ Pledged Vehicle Fee Revenue is remitted monthly after approximately 3-6 weeks of processing.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

PROJECT GOALS 2023

U.S. 77/ I 69E Connectivity

- A. Work with TxDOT District Offices to identify funds needed to complete improvements through the King Ranch (State wide Development Authority)**
- B. Complete Right of Way Acquisition for Riviera Bypass**
- C. Complete design of Riviera Bypass**

VETERANS INTERNATIONAL BRIDGE POV EXPANSION PROJECT

- A. Complete Construction on DAP Project**

OLD ALICE

- A. Complete Environmental Document**
- B. Complete PS&E, including utilities**
- C. Coordinate with RGVMPD & TxDOT an acceleration of letting date**
- D. Coordinate any Pending Issues with TxDOT**
- E. Begin Construction Procurement Process**
- F. Begin Construction**

SH 550 GAP TWO (East of FM 1847)

- A. Complete Redesign to meet Interstate Standards**
- B. Complete Re Evaluation of Environmental Document**
- C. Begin Construction Procurement Process**
- D. Begin Construction**
- E. Determine local funding needed**

I69 Connector

- A. Coordinate with TxDOT on schematics and environmental document**
- B. Coordinate funding opportunities with RGVMPD**

EAST LOOP

- A. Complete Functional Classification of Project**
- B. Complete EA Document**
- C. Coordinate levee relocation with IBWC (MOU)**
- D. Coordinate Fence removal & relocation with DHS**
- E. Continue coordination with USFWS on land swap**
- F. Begin Process of Right of Way Acquisition**
- G. Coordinate funding opportunities with RGVMPD & Txdot – Fully fund in 2024 UTP**

MORRISON ROAD

- A. Complete Functional Classification of Project**
- B. Complete Schematics**
- C. Complete Environmental Document**
- D. Coordination with City of Brownsville & Drainage District**
- E. Begin PS&E**
- F. Coordination with RGVMPO & TxDOT**
- G. Coordinate any Funding Opportunities with RGVMPO & TxDOT**

WHIPPLE ROAD

- A. Complete Schematics**
- B. Complete Environmental Document**
- C. Begin PS&E**
- D. Coordinate with RGVMPO & TxDOT for any funding opportunities**

WEST BLVD.

- A. Complete FC process**
- B. Complete Environmental Document**
- C. Complete PS&E**
- D. Coordinate above items with RGVMPO & Txdot**
- E. Coordinate with RGVMPO & TxDOT on Cat 12 Funds**
- F. Coordinate Acceleration of Letting date with RGVMPO & Txdot**
- G. Begin Construction Procurement Process**
- H. Begin Construction**

FM 509 (FM 508 to FM 1599)

- A. Complete Functional Classification Process**
- B. Begin & Complete Environmental Document**
- C. Begin & Complete Schematics**
- D. Begin PS&E**
- E. Coordinate with RGVMPO & TxDOT**

FM 509 (Business 77 to FM 508)

- A. Develop Agreement with Harlingen and TxDOT**
- B. Donate Environmental, schematics and PS&E to TxDOT**
- C. Secure Funding From 2024 UTP**

DANA ROAD

- A. Complete Schematics**
- B. Complete Environmental Document**
- C. Begin process of environmental permitting, mitigation development and coordination with resource agencies (USFWS, COE & THC)**
- D. Begin PS&E**

U.S. 281 CONNECTOR

- A. Complete Functional Classification**
- B. Begin Environmental Document**
- C. Begin Schematics**
- D. Complete Environmental Document**
- E. Begin process of environmental permitting, mitigation development and coordination with resource agencies (USFWS, COE & THC)**
- F. Tap into funding opportunities**

South Parallel Corridor Phase III

- A. Assist County with ROW acquisition**

SPI 2ND ACCESS

- A. Coordinate with RGVMPPO & TxDOT to develop as a non-toll project**
- B. Continue Process to complete Final EIS with TxDOT**
- C. Coordinate with TxDOT & RGVMPPO on funding opportunities in 2024 UTP**

OUTER PARKWAY

- A. Coordinate with RGVMPPO & Txdot to develop as a non-toll project**
- B. Coordinate with Txdot as a potential extension of the I69 Connector**

CITY OF LOS FRESNOS SIDEWALKS

- A. Complete PS&E**
- B. Begin and Complete Construction**

WILLIAMS ROAD (North)

- A. Complete Schematics and Environmental Phase**
- B. Begin PS&E**
- C. Coordinate with TxDOT**
- D. Secure funding from 2024 UTP**

WILLIAMS ROAD (South)

- A. Complete Schematics and Environmental Phase**
- B. Begin PS&E**
- C. Secure funding from RGVMPPO (CAT 7)**
- D. Coordinate with TxDOT**
- E. Coordinate ROW Acquisition with Cameron County**

U.S. 281/MILITARY HIGHWAY EXPANSION

- A. Coordinate with TxDOT**
- B. Overweight Corridor Coordination with State Legislators**

COMMERCE STREET UPRR RAIL RE-ALIGNMENT PROJECT

- A. Begin Environmental Document Process
- B. Complete Environmental Document
- C. Begin Design and Engineering
- D. Coordinate funding opportunities with RGVMPO, TxDOT UPRR & FRA
- E. Begin Construction

ELIMINATION OF RAIL LINE BETWEEN OLMITO AND HARLINGEN

- A. Discussion regarding project with UPRR
- B. Coordinate with UPRR
- C. Coordinate funding opportunities with RGVMPO, TxDOT & FRA
- D. Proceed with Design of Staging Areas accordingly

SH 550 MTIGATION

- A. Coordinate with COE for mitigation options

WEST RAIL MITIGATION

- A. Coordinate with COE mitigation options

Flor de Mayo

- A. Develop agreement with Mexico
- B. Proceed to design and engineering
- C. Coordinate with DOS and Bi National Commission
- D. Look at Funding Opportunitites

ISLA BLANCA PARK ADMINISTRATION BUILDING AND ADDITONAL PARKING LOT

- A. Complete Construction

ISLA BLANCA PARK MAINTENANCE BUILDING

- A. Finalize Design Contract
- B. Finish PS&E Documents
- C. Begin Construction

CBI & OTHER FUNDING OPPORTUNITIES

- A. Tap into CBI/Rider 11B funds for different projects – Federal & State
- B. Coordinate with TxDOT & RGVMPO Staff funding opportunities for various projects
- C. Infrastructure Bill
- D. FRA Funding

TRZ PROJECTS

- A. Develop comprehensive CC / CCRMA CIP to define current liabilities and show funding availability for new projects**
- B. Outline projects into different categories**
- C. Create files for each individual project**
- D. Coordinate with TxDOT accordingly**
- E. Begin developing projects concurrently**
- F. Tap into and Leverage funds**

TOLLS AND TOLL BACK OFFICE OPERATIONS

- A. Go Live at Cameron County International Bridges**
- B. Go Live at Cameron County Parks System at SPI**
- C. Complete Maintenance Contract for SH 550 Toll Road Operation & Equipment**
- D. Complete the Upgrade & Replace equipment on SH 550 Toll Road**
- E. Negotiate with HCTRA an Interoperability Agreement for FUEGO**
- F. Coordinate with HCRMA for Toll Collection System & Back-office Operation for SH 365**
- G. Continue to Operate Toll system at Pharr/Reynosa Bridge**
- H. Coordinate Interoperability of CCRMA FUEGO Tag with State/National/International**
- I. Complete Amendment of Duncan Solutions Contract**
- J. Maintain website with current Toll/FUEGO information**
- K. Complete process of Outsourcing Mailing Component**
- L. Follow through on HV**
- M. Stay up to date with changes in the law**

MARKETING

- A. Develop an overall Marketing Plan for CCRMA**
- B. Coordinate with County (Intl. Bridges, Coastal Park), Port, CBP, and other entities on joint marketing campaigns**
- C. Enhance CCRMA website (Including Tolls)**
- D. Maintain website with most accurate information, including project information, Toll information, etc.**
- E. Develop Strategic Plan 2022-2026**
- F. Develop Annual Financial Report FY 2022**
- G. Attend EDC Meetings (HEDC, BCIC, SPIEDC)**
- H. Attend Chamber of Commerce Meetings as needed (B, H, SPI, McAllen, etc.)**
- I. Attend Monthly Matamoros Maquiladora Assoc. Meetings**
- J. Participation/Coordination with CANACAR**
- K. Participation/Coordination with CANACINTRA**
- L. Participation/Coordination with CONOTRAM**
- M. Participation/Coordination with IMPLAN**
- N. Attend Monthly Custom Broker Assoc. Meetings**
- O. Work on press releases on the different projects**
- P. Keep updated presentations on status of projects**

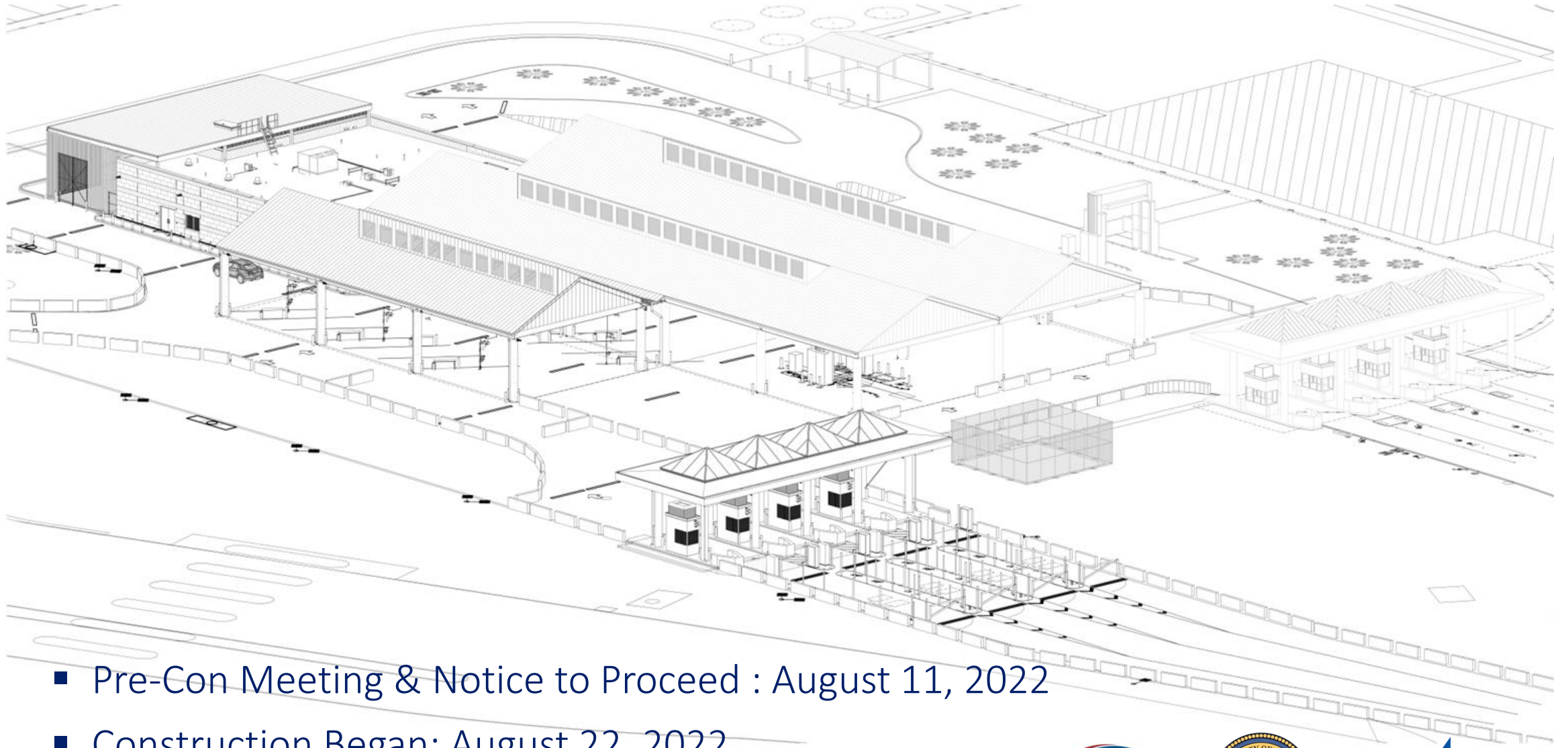
Los Tomates Land Port of Entry

Construction Progress of Non-Commercial Vehicle Inspection Expansion and Modifications



PROJECT INFORMATION

2



- Pre-Con Meeting & Notice to Proceed : August 11, 2022
- Construction Began: August 22, 2022





Hurricane Fence Installed Temporary Fence





SpawGlass Placement of Field Offices



Metro Electric Delivered Field Storage Unit



Metro Electric Began Breaking Concrete Driveway to install Temporary Power to SpawGlass Field Offices



Soil Tech Advance Installed Silt Fence and Bio-Logs



D&J Site Construction Began Demolition of Permanent Concrete Traffic Barriers





D&J Site Construction
Continued and Completed
Demolition of Permanent
Concrete Traffic Barriers





D&J Site Construction Began Crushing Concrete Traffic Barriers and Removing Re-Bar from Debris



D&J Site Construction Began
Breaking Concrete Pavement
in the South Side of the Project





D&J Site Construction Began Removing Aluminum Panels from the Existing Bus Inspection Canopy

Metro Electric Began Removing Fixtures, Electrical Wiring, and Conduits from the Existing Bus Inspection Canopy.

D&J Site Construction Removed Purlins from the Existing Bus Inspection Canopy.





SpawGlass and D&J Site Construction conducted a night demolition of the remaining steel framing and CMU Wall of the Demolished Bus Inspection Canopy.



D&J Site Construction Began and Completed Existing Bus Inspection Canopy's Foundation Demolition

Concrete debris and re-bar were loaded and hauled off to the recycling center.





D&J Site Construction Excavated the Proposed Building Foundation. Every 6-inch lift was prepared by scarifying, watering, and compacting the soil.

L&G Engineering conducted a density test after every 6-inch lift (9 lifts in total).





THANK YOU



**2-I CONSIDERATION AND APPROVAL OF RESOLUTION REGARDING
DANA AVENUE EDC ALLOCATION AND AUTHORIZING
CHAIRMAN PARKER TO SIGN ANY NECESSARY DOCUMENTS.**

**THE STATE OF TEXAS
COUNTY OF CAMERON**

RESOLUTION

BE IT RESOLVED THAT ON THE 15TH DAY OF DECEMBER, 2022, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

“CONSIDERATION AND APPROVAL OF RESOLUTION REGARDING DANA AVENUE EDC ALLOCATION AND AUTHORIZING CHAIRMAN PARKER TO SIGN ANY NECESSARY DOCUMENTS.”

WHEREAS: Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation to prepare the schematic and environmental document for the construction of Avenue, between FM 802 and FM 3248; and

WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an any documents needed to receive EDC reduction on any local match requirements.

NOW THEREFORE BE IT FURTHER PROCLAIMED, that the Cameron County Regional Mobility Authority Board of Directors authorizes the Chairman to execute said documents necessary to receive EDC reduction on any local match requirements and any other documents needed.

Passed, Approved and Adopted on this 15th day of December 2022.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

**FRANK PARKER, JR.
CHAIRMAN**

**MICHAEL F. SCAIEF
VICE CHAIRMAN**

**ARTURO A. NELSON
SECRETARY**

**AL VILLARREAL
TREASURER**

**MARK ESPARZA
DIRECTOR**

**DR. MARIA VILLEGAS, M.D.
DIRECTOR**

**LEO R. GARZA
DIRECTOR**

**2-J CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
PATHFINDERS PUBLIC AFFAIRS.**



AGREEMENT FOR CONSULTING SERVICES

Pathfinder Public Affairs (Consultant) will provide legislative representation to Cameron County Regional Mobility Authority (Client). Such representation will include monitoring and intelligence gathering within the executive and legislative branches of Texas state government, specifically related to the Texas Legislature and including other state agency issues that may affect the Client. In addition, the Consultant will utilize its significant experience and knowledge in governmental affairs and securing funding for projects for economic development, especially for projects in the Rio Grande Valley, to strengthen the Client's partnership with the Texas Department of Transportation and other governmental agencies, especially in regard to collaboration and funding for the Client's transportation projects.

Any information furnished by the Client, whether orally or in writing, shall be treated as confidential.

This Agreement is effective as of January 1, 2023. This Agreement will terminate on December 31, 2023, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party.

SCOPE OF SERVICES

In cooperation with the Client and at the direction of appropriate representatives of the Client, Consultant proposes to provide the following services:

- Confer, advise and participate in the passage, amendment or defeat of legislation, and secure appropriations, during any regular or Special Session of the Legislature, and advise on strategy that should be followed to accomplish the desired results;
- Review, analyze and advise on all proposed legislation that may affect the Client;
- Advise on and participate in the preparation of testimony for submission before legislative committees;
- Maintain a continuing relationship with the members and key officers and employees of the House and Senate;
- If requested, confer and advise in regard to the potential political and legislative impact of any proposed business decision of the management of the Client;

- Generally, use abilities, experience and best efforts to assist in the formulation and successful implementation of the legislative goals of the Client;
- Meet with the Client representatives as needed;
- Attend all relevant legislative hearings when the Client's interests are directly affected;
- Provide written reports to the Client on a monthly basis with the invoice;
- Assist the CCRMA in obtaining funding from the Texas Department of Transportation for any on-going CCRMA projects, specifically SPI 2nd Access, Outer Parkway, U.S. 77, East Loop as well as CBI or MPO funded projects; and
- "CCRMA projects" shall also include any other projects for which the Client requests consulting services from the Consultant or for projects for which the Consultant provides services to Cameron County, Texas (the "County") as described in this Agreement.
- Assist the CCRMA with any issues with any state agencies.

The product of all work performed under this Agreement, including reports, and other related materials shall be the property of the Client, and the Client shall have the sole right to use, sell, license, publish, or otherwise disseminate or transfer rights in such work product. In addition, original documents and reports developed under this Agreement shall belong to and become the property of the Client.

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$12,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receives the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms, if necessary, during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated to perform under this Agreement during such renegotiation.

Consultant will not expend any funds on behalf of or in the name of the Client as political contributions or in support of any political party, any candidate for political office or any referendum issue. Neither Consultant nor any third party acting on behalf of Consultant will have or will hold itself out as having authority to bind the Client in any way and on any subject whatsoever.

Consultant represents and warrants that it is free to enter into and fully to perform this agreement and that no agreement or understanding with any other person, firm or corporation exists or will exist which would interfere with Consultant's obligations hereunder. In no instance shall Consultant take a position to Client's interests in the matters in which Consultant represents Client. Consultant shall do everything in its power to promote Client's interests in the matters Client has entrusted to Consultant, and Consultant will do nothing that will be adverse to that commitment.

THE CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD THE CLIENT, AND THE CLIENT'S DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, INJURIES, DAMAGES, LOSSES, OR SUITS, INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THE CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, EXCEPT FOR INJURIES CAUSED BY THE NEGLIGENCE OF THE CLIENT. IN THE EVENT OF LIABILITY FOR DAMAGES ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGES TO PROPERTY CAUSED BY OR RESULTING FROM THE CONCURRENT NEGLIGENCE OF THE CONSULTANT AND THE CLIENT, THEN THE CONSULTANT'S LIABILITY HEREUNDER SHALL BE ONLY TO THE EXTENT OF THE CONSULTANT'S NEGLIGENCE.

Consultant will comply with all required lobbying and disclosure filings and assist the Client in complying with such requirements in conjunction with the aforementioned representation.

This Agreement will be governed by the laws of the State of Texas, and venue for any cause of action arising out of or related to this Agreement shall be in Cameron County, Texas.

The Client may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice to the Consultant. If this Agreement is terminated by the Client as provided herein, the Consultant shall be paid for the work completed as of the date of termination.

As of the date of this Agreement, the Client and the County intend to enter into that certain Interlocal Agreement between the Client and the County whereby the County will utilize the Client's Consultant during the 88th Legislative session. In the event that the Consultant provides such services to the County, the Client shall not be responsible for any fees or expenses incurred in providing those services to the County. Moreover, such services shall not limit or conflict with the services provided by the Consultant to the Client.

Agreed: _____
Consultant

Dated: _____

Agreed: _____
Client

Dated: _____

**2-K CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND CAMERON COUNTY FOR LEGISLATIVE SERVICES.**

STATE OF TEXAS §
 § Contract No. _____
 COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
 CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

This Interlocal Agreement is entered into between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County" pursuant to V.T.C.A., Government Code, Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas
2. PROJECT TO BE COMPLETED: Pursuant to TEX. LOCAL GOV'T CODE § 791.025, to the extent applicable, Cameron County will utilize the CCRMA's Consultant, Pathfinders Public Affairs, to assist with legislation and other issues associated with the 88th Legislative session and the upcoming 88th Legislative session. Consultant will assist County with any legislative issues that may arise as a result of legislation recently passed during the 88th Legislature. Consultant will report directly to County for any issues associated with the County.
3. The cost of the services and the amount of this Interlocal Agreement shall not exceed \$96,000.00 which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
4. The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Director and the Cameron County Commissioners Court. The Interlocal Agreement will cover period from January 1, 2023 and will terminate on December 31, 2023, unless extended by action of both CCRMA and COUNTY.

EXECUTED ON _____.

 Eddie Treviño, Jr.
 Cameron County Judge

 Frank Parker, Jr., Chairman
 Cameron County Regional Mobility Authority

Attested By:

Attested By:

 Sylvia Garza Perez, County Clerk

 Arturo A. Nelson, Secretary

**2-L 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.**

Noble: \$457,959.20 SpawGlass: \$

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

**2-N CONSIDERATION AND APPROVAL OF AWARDED THE BENAVIDES PARK
MOUNTAIN BIKE TRAIL PROJECT TO A&I CUSTOM MANUFACTURING
LLC AND APPROVAL OF CONSTRUCTION CONTRACT.**



GMS ARCHITECTS

December 8, 2022

Pete Sepulveda, Jr.
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Avenue
Brownsville, TX 78575

Dear Mr. Sepulveda:

We have reviewed the proposal for the Cameron County Benavides Bike Trail Improvements and offer the following recommendation. We had the five companies request documents, but only one bid was turned in.

We recommend the contract be awarded to A & I Custom Manufacturing for the Base Bid amount of \$345,500.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Roan G. Gomez, AIA
Principal, GMS Architects



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

CAMERON COUNTY - PEDRO "PETE" BENAVIDES PARK MOUNTAIN BIKE TRAIL IMPROVEMENTS Project No. 2023-001

This Contract between the Cameron County Regional Mobility Authority (the "Authority") and General Contractor (the "Contractor") is hereby entered into and agreed to as of the 15th day of December 2022, (the "Effective Date") and the parties agree to certain terms and conditions, as follows (the "Contract"):

1.0 Definitions.

- 1.1 **Authority.** Any reference herein to the "Authority" shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 **Contractor.** Any reference herein to the "Contractor" shall be interpreted to mean the same as A&I Custom Manufacturing, LLC.
- 1.3 **The Contract.** The Contract is comprised of the Contract, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum, change order, or other modification.
- 1.4 **The Contract Documents.** The Contract Documents consist of this document, the bid package for Bid No. 2023-001, which include, but are not limited to the Plans, Specifications, Special Provisions, General Conditions, Special Conditions, Contract Bonds, Change Orders, Addendums, Supplemental Agreements, and the Exhibits listed and referenced herein. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.
- 1.5 **Provision of All Things Required.** Anything that may be required, implied or inferred by the Contract Documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price.
- 1.6 **Privity only with the Contractor.** Nothing contained in this Contract shall create, nor be interpreted to create privity or any other relationship whatsoever between Owner and any person except the Contractor and the Contractor's successors, executors, administrators, and assigns.

- 1.7 "Include" Intended to be Encompassing.** "Include", "includes", or "including", as used in the Contract, shall be deemed in all cases to be followed by the phrase, "without limitation."
- 1.8 Use of Singular and Plural.** Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.9 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Contract.
- 2.0 Contractor's Representations.** In order to induce the Authority to execute this Contract and recognizing that the Authority is relying thereon, the Contractor, by executing this Contract, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Contract, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Contractor is fully qualified to perform the Work. The Contractor is registered with the State of Texas and is not disqualified to perform the Work pursuant to Authority policies and Texas law.
- 2.2** The Contractor will maintain all necessary licenses, permits or other authorizations necessary for the Work until the Contractor's duties under this Contract have been fully satisfied.
- 2.3** The Contractor has the expertise, experience, and knowledge as well as the necessary team, personnel and financial capability to perform the Work in accordance with the terms of this Contract.
- 2.4** Prior to the execution of this Contract, the Contractor has visited and inspected the Project site and the local conditions under which the Work is to be performed, and the Contractor has reviewed the Authority's concerns, if any, as are necessary to determine the conditions under which the Work will be performed, and the Contractor accepts the conditions of the Project site and has taken those conditions into account in entering into this Contract.
- 2.5** The Contractor assumes full responsibility to the Authority for the improper acts and omissions of its Subcontractors or others employed or retained by Contractor in connection with the Work.

3.0 Contract Time.

3.1 Notice of Commencement. After the Authority has approved the required Documents for the Work and is otherwise prepared for the Contractor to proceed with the Work, as determined by the Authority in its sole and absolute discretion, the Authority shall issue a notice to commence the Work directing the Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date").

3.2 Time for Completion. The Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. The Contractor shall substantially complete the Work not later than one hundred twenty (120) calendar days after the Commencement Date, or such other date as may by Change Order be designated (the "Scheduled Completion Date"). The number of working days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time."

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

4.0 Contract Price.

4.1 The total not-to-exceed (NTE) value of the Contract is the amount of **THREE HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED AND 0/100 DOLLARS (\$345,500.00)** to be paid in accordance with the provisions herein. The Contractor exceeds the NTE amount at its own risk and nothing in this Contract shall constitute a promise or representation by the Authority that the Authority will pay any amount in excess of the NTE amount. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Contract when the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

5.0 Work.

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

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

- 5.2.1 Construction of the whole and all parts of the Work in full and strict conformity with this Contract;
- 5.2.2 The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, tools, transportation, storage, and things required for the installation and construction of the Project;
- 5.2.3 The furnishing of all required bonds and insurance as required by the Contract;
- 5.2.4 The furnishing of all warranties required by the Contract; and,
- 5.2.5 The furnishing of all other services and things required or reasonably inferable from the Contract Documents

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

- 6.1 The Authority shall review any documents submitted by the Contractor requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 6.2 In the event that the Authority knows of any material fault or defect in the Work, nonconformance with the Contract, or any other errors, omissions, or inconsistencies, the Authority shall give prompt notice thereof in writing to the Contractor.
- 6.3 The Authority shall provide the Contractor with access to the site and to the Work, and shall provide the Contractor with such information, existing and reasonably available, necessary to the Contractor's performance of the Contract as the Contractor may request.
- 6.4 The Authority shall cooperate with the Contractor in securing any necessary licenses, permits, approvals, or other necessary authorizations.
- 6.5 The Authority shall perform the duties set forth herein in a reasonably expeditious fashion so as to permit the orderly and timely progress of the Work.
- 6.6 The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of the Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 6.7 **Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Contractor in connection with its request for payment. The Authority shall have the right, however, upon demand,

to make a detailed examination, audit, or inspection of the Contractor's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Contractor has been paid any sums not due, then such sums shall be reimbursed by the Contractor to the Authority within two (2) Working Days of written demand by the Authority.

7.0 Billing Method.

- 7.1** To receive payment for services rendered pursuant to the Contract, the Contractor shall submit a fully completed payment application for work previously performed for the Authority in accordance with section 10.1 herein.
- 7.2** The Authority shall have thirty (30) days to review the payment application and determine, in its sole and absolute discretion, whether the payment application satisfies the requirements herein and in the Contract Documents.
- 7.3** The Contractor waives any rights under the Prompt Payment Act or other law until the foregoing requirements are fulfilled as determined by the Authority in its sole and absolute discretion.
- 7.4** At a minimum, the payment application shall detail the following information:
 - 7.4.1.1** Unique payment application number
 - 7.4.1.2** Contractor's name, address, and telephone number
 - 7.4.1.3** Date of payment application and/or billing period
 - 7.4.1.4** Applicable Contract No.
 - 7.4.1.5** Applicable Purchase Order No.
 - 7.4.1.6** Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report)
 - 7.4.1.7** Supporting documentation for the payment application
 - 7.4.1.8** Total dollar amount being currently billed
- 7.5** The Authority reserves the right to issue payments for payment applications in the form of joint checks in the event that the Authority determines, in its sole and absolute discretion, that doing so is in its best interests.

8.0 Additional Obligations of the Contractor.

- 8.1** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel.
- 8.2** The Contractor shall conduct a project status meeting every 2 weeks on-site during the course of construction. At the meeting, Contractor will provide to the Authority and Architect an agenda for discussion outlining overall project status, safety related issues, progress schedules, 2 week look-ahead schedule, and other pertinent information relevant to the project.

8.3 The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the Contract Documents. For the purposes of the Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within the Contract and, as proposed by the Contractor within its bid or as provided by the Contractor during the Contractor's normal conduct of business.

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

8.5 Insurance Requirements.

8.5.1 Indemnity. The indemnity requirements are detailed within section 11.15 herein.

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

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

8.5.2.2 Business Automobile Liability Insurance. Such coverage shall be a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

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

8.5.2.4 Umbrella Liability. Such coverage shall be not less than \$1,000,000.00 per occurrence or \$1,000,000.00 in the aggregate.

- 8.5.2.5 All Risk Builder's Risk Insurance.** Such coverage shall be for 100% of the Contract Price.
- 8.5.2.6** By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to worker's compensation insurance. This certification includes all subcontractors. The Contractor shall pay all deductibles stated in the policy.
- 8.5.2.7 Certificates/Endorsements.** The Contractor shall provide to the Authority with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Such certificates shall indicate that policies will not be reduced or canceled without thirty days prior notice to Owner. The required insurance must be written by a company licensed to do business in the State of Texas at the time the policy is issued. The insurance company shall be acceptable to the Owner and said insurance companies must have a rating in the current Best's of at least "A". Failure to maintain the above-referenced insurance coverage, including naming the Authority as an additional insured during the term(s) of the Contract shall constitute a material breach thereof. Insurance certificate(s)/endorsement(s) shall be delivered to the Contracting Officer.
- 8.6 Licensing.** The Contractor shall also provide to the Authority a copy of any required licenses. Failure to maintain these licenses in a current status during the term(s) of the Contract shall constitute a material breach thereof.
- 8.7 Confidentiality.** The Contractor, in connection with performing its services hereunder, will have access to or may be provided certain confidential information concerning the Authority and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Authority or any other information which a reasonable person could conclude that should remain confidential (collectively "Confidential Information"), will not be disclosed to any party and without limitation, any employee of the Authority or any client or potential client of the Authority at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Authority. The Authority will have the right to enforce the Contract by specific performance, as well as hold the Contractor liable for any damages caused by any disclosure of any Confidential Information, whether intentional or inadvertent. The

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

9.0 Changes and Extensions of Time.

9.1 Authority's Right to Order Changes. Changes in the Work under this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by the Authority, in the Authority's sole and absolute discretion, without invalidating the Contract. Such changes shall be communicated by Change Order or supplemental agreement in accordance with the Contract. The Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the Contract as modified by any Change Order or supplemental agreement.

9.2 Continuing Duty to Perform the Work and Make Payment. In the event that the parties are unable to agree on the terms of a Change Order or supplemental agreement, notwithstanding any other provision of the Contract, the Contractor shall continue to diligently perform the Work, including any change directed by the Authority through a Change Order or supplemental agreement, and shall keep thorough records of the cost of performance of such Change Order or supplemental agreement.

9.3 All Change Orders, supplemental agreements, changes requested by the Contractor, or extensions of Contract Time shall be governed by this section and the Contract. Any request for an extension of time or for an increase in the not-to-exceed amount shall be made in writing within seven (7) calendar days after the occurrence of the event that gives rise to the request. Such request shall include sufficient backup documentation for the Authority to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.

10.0 Notices, Invoices, and Reports.

10.1 All notices, reports and/or invoices submitted to the Authority by the Contractor pursuant to the Contract shall be in writing and delivered to the attention of the following person representing the Authority:

**Cameron County Regional Mobility Authority
Attention: Pete Sepulveda, Jr.
Executive Director
3461 Carmen Avenue
Rancho Viejo, Texas 78575
Email: psepulveda@ccrma.org**

- 10.2 All notices submitted to the Contractor pursuant to the Contract shall be in writing and delivered to the attention of:

A&I Custom Manufacturing, LLC

Attention: Ismael Herrera

4337 Martinal Rd.

Brownsville, TX 78526

Email: Ismael.ai@hotmail.com

11.0 Additional Considerations.

11.1 Termination by Authority for Convenience. Authority may, at any time, terminate the Contract for Authority's convenience and without cause. Upon receipt of notice from Authority of such termination for Authority's convenience, Contractor shall (1) cease operations as directed by Authority in the notice; (2) take actions necessary, or that Authority may direct, for the protection and preservation of the Work; and (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In the event of such termination for Authority's convenience, the Owner shall pay the Contractor for Work properly executed up to the date of termination.

11.2 Severability. The invalidity of any provision of the Contract, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.

11.3 Applicable Laws. THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.

11.4 Non-Escalation. The NTE value of the Contract shall remain firm with no provision for price increases during the term of the Contract subject to section 4.1 herein.

11.5 Funding Restrictions and Order Quantities. The Authority reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Authority, if:

11.5.1 Funding is not available;

11.5.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

11.5.3 The Authority's requirements in good faith change after award of the Contract. 11.6

- 11.6 Local State, and/or Federal Permits.** All local, State or Federal permits which may be required to provide the services, whether or not they are presently known to either the Authority or the Contractor, shall be the sole responsibility of the Contractor and any costs shall be paid by Contractor to procure and provide such necessary permits.
- 11.7 Government Standards.** It is the responsibility of the Contractor to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Texas law as well as ordinances or regulations of the City of Brownsville, Texas, and Cameron County, Texas) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law, or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.
- 11.8 Work on Authority Property.** If the Contractor's work under the contract involves operations by the Contractor on Authority premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Authority's negligence, shall indemnify the Authority, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 11.9 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.10 Subcontractors.** Unless otherwise authorizing in writing by the Authority, the Contractor may not use any subcontractors to accomplish any portion of the services described within the Contract or the Task Orders without obtaining the prior written permission of the Authority. Moreover, by signing the Contract, the Contractor is certifying to the Authority that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Texas Department of Transportation or any federal agency.
- 11.11 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

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

11.13 Waiver of Breach. A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

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

11.15 Limitation of Liability. IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. FURTHER, NOTHING IN THIS CONTRACT SHALL BE CONSIDERED A WAIVER OF AUTHORITY'S GOVERNMENTAL IMMUNITY.

11.16 Indemnification.

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

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

- 11.17 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Contractor pursuant to the terms of the Contract, including but not limited to, videos, reports, or other documents or information concerning the Contract.
- 11.18 Assignment/Transfer.** The Contractor shall not assign or transfer any of its rights or interest under the Contract without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.
- 11.19** THE CONTRACTOR EXPRESSLY AGREES THAT: (1) NO PASS-THRU AGREEMENTS, OR SIMILAR AGREEMENTS, BETWEEN THE CONTRACTOR AND ANY THIRD PARTY SHALL BE ENFORCEABLE AGAINST THE AUTHORITY; AND (2) THE AUTHORITY RETAINS ITS GOVERNMENTAL IMMUNITY IN ALL RESPECTS UNDER THIS CONTRACT AND ANY PASS-THRU AGREEMENTS OR SIMILAR AGREEMENTS AS NO PROVISION IN THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE AUTHORITY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE AUTHORITY MAY HAVE BY OPERATION OF LAW.
- 11.20 Warranty of Title.** The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.
- 11.21 Warranty of Workmanship and Materials.** The Contractor warrants and guarantees to the Authority that all labor furnished to perform the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results in compliance with the Contract, that materials and equipment furnished shall be of high quality and new unless otherwise permitted by the Contract, and that the Work will be of high quality free from faults and defects and in conformance with the Contract. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contractor's warranty if not remedied in accordance with the Contract. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. The Contractor further represents and guarantees to the Authority that all right, title, and interest in warranties for the materials provided as part of the Work shall be held by the Authority and the term of such warranties shall be in accordance with what is considered commercially reasonable.

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

11.23 Bonding Requirements.

11.23.1 The Contractor shall furnish Performance, Payment, and Warranty Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations to perform the Work under the Contract Documents. These Bonds shall remain in effect at least one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Contract Documents.

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

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

11.24 Americans with Disabilities Act. The Contractor represents and warrants its compliance with the requirements of the Americans with Disabilities act (ADA) and its implementing regulations, as each may be amended.

11.25 Survival. Expiration or termination of the Contract for any reason does not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.26 IN THE EVENT OF A QUESTION AS TO THE INTERPRETATION OF ANY PROVISION OF THIS CONTRACT, THE PROVISION SHALL NOT BE CONSTRUED AGAINST THE DRAFTING PARTY. THIS INCLUDES BUT IS NOT LIMITED TO THE CONTRACTOR'S AGREEMENT THAT SECTION 11.15, AND ANY OTHER CLAUSE HEREIN, SHALL IN NO EVENT BE STRICTLY CONSTRUED AGAINST THE AUTHORITY.

12.0 Exhibits.

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

12.1.1 Exhibit 1. Bid Documents for Bid No. 2023-001. A true and correct copy of the Bid Documents may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.2 Exhibit 2. Plans and Specifications for Bid No. 2023-001. A true and correct copy of the Plans and Specifications may be found at the Authority's office and are incorporated by reference as if fully set forth herein.

12.1.3 Exhibit 3. Awarded bid for Bid No. 2023-001. A true and correct copy of the Bid may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

12.2 Subject to section 11.25, to the extent that any provisions of this Contract conflict with the provisions of the Exhibits, the more specific provision shall control.

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

CONTRACTOR

A&I Custom Manufacturing, LLC

By: _____
Ismael Herrera, Managing Member

Date: _____

AUTHORITY

Cameron County Regional Mobility Authority

By: _____
Frank Parker, Jr., Chairman

Date: _____

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

**2-O CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN CAMERON COUNTY AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY REGARDING TRAFFIC ENGINEERING SERVICES
AT THE GATEWAY BRIDGE ASSOCIATED WITH THE RE
MODERNIZATION OF THE GATEWAY PORT OF ENTRY,**

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

This Interlocal Agreement is made by and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA", pursuant to V.T.C.A., Government Code and Chapter 791, cited as the Interlocal Cooperation Act.

1. LOCATION OF PROJECT: Cameron County, Texas
2. PROJECT TO BE COMPLETED: To provide assistance through the Project Development Study that the General Services Administration (GSA) is conducting at the Gateway Bridge in anticipation of the Re Modernization of the Gateway Bridge.
3. The funds for the above-mentioned work will be provided by the Cameron County International Bridge System. CCRMA will perform the tasks as described on Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein. CCRMA will provide monthly status reports to the Cameron County International Bridge System Director.
4. The cost of the services and the annual amount of this Interlocal Agreement is \$25,000.00. Spreadsheet of Estimated Fees are shown on Exhibit B, which is attached hereto and incorporated by reference as if fully set forth herein.
5. Any monies paid by COUNTY will be paid from current revenues of Cameron County, specifically the International Bridge System.
6. The CCRMA and COUNTY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Cameron County International Bridge System, and to the extent applicable, this Interlocal Agreement is entered into pursuant to V.T.C.A., Government Code Section 791.025.
7. This Agreement shall be for one year, beginning on December 06, 2022 and terminating on December 05, 2023. This Agreement may be terminated by either party without cause by giving thirty (30) days written notice to other party of its intent to terminate the Agreement.
8. The rules, regulations and orders of CCRMA shall govern this Agreement and the parties agree that the CCRMA shall supervise the performance of this Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other Administrative Services necessary to fulfill the terms of this Agreement.
9. This Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the CAMERON COUNTY COMMISSIONERS'

COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
BOARD OF DIRECTORS.

10. All notices to Cameron County shall be sent by Certified or Registered Mail, addressed to:

Cameron County Judge Eddie Trevino, Jr.
Dancy Courthouse
1100 East Monroe Street
Brownsville, Texas 78521

All notices to the Cameron County Regional Mobility Authority shall be sent Certified or Registered Mail, addressed to:

Frank Parker, Jr.
CCRMA Chairman
3461 Carmen Avenue
Rancho Viejo, Texas 78575

Executed this 06 day of December, 2022.

Eddie Treviño, Jr.
Cameron County Judge

Frank Parker, Jr., Chairman
Cameron County Regional Mobility Authority

Attested By:

Sylvia Garza Perez, County Clerk

Attested By:

Arturo A. Nelson, RMA Secretary

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
60 Davis Cup, Unit 109A, Pagosa Springs, Colorado 81147
956.793.3870 Cell Phone jhudson8@comcast.net Email

November 21, 2022

Mr. Pete Sepulveda
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Ave., Suite 5
Rancho Viejo, Texas 78575

Re: Professional Engineering Consulting Services Agreement for providing technical assistance and review of the feasibility study for Brownsville Gateway Land Port of Entry (Gateway Bridge).

Dear Mr. Sepulveda,

I request approval of the engineering consulting services technical assistance and for the review of progress during the feasibility study for the reconstruction of the Brownsville Gateway Land Port of Entry. The technical assistance provided to the Cameron County Regional Mobility Authority will focus on the proposed access to the new facility including vehicles and pedestrians including the type of design and traffic control proposals. The services include attending in-person and virtual meetings upon request of the Cameron County Regional Mobility Authority. JWH and Associates, Inc. (the Engineer) will provide a review of the progress reports submitted and offer comments to the Cameron County Regional Mobility Authority.

Purpose and Description of Project

A review of the initial Brownsville- Gateway Bridge Land Port of Entry feasibility study developed for the General Services Administration by Parsons is being undertaken by

Jacobs under the direction of the **General Services Administration**. The title of the project is a **Program Development Study**. The Cameron County Regional Mobility Authority, as a stakeholder in that Project, has requested technical assistance to be provided by JWH and Associates, Inc. during the development of the updated feasibility report. The technical assistance will be focused on vehicular and pedestrian access to the Gateway Land Port of Entry and the technical studies associated with those items.

Services to be Performed

1. Review the proposed Jacobs scope of the project as defined within the proposal submitted to the General Services Administration. Provide comments to the Cameron County Regional Mobility Authority based on the review of the proposed tasks as they relate to traffic and access.
2. Attend the in-person meetings and virtual meetings as requested by the Cameron County Regional Mobility Authority.
3. Provide technical direction to the Cameron County Regional Mobility Authority based on the direction of the project and from a review of the tasks related to the proposed access and recommended measures for the design of access.
4. Review the submitted reports provided to the Cameron County Regional Mobility Authority by General Services Administration and their consultant. Provide written comments to the Cameron County Regional Mobility Authority following a review of the reports.

Type of Contract and Estimated Period

Services to be performed will be based on an **“on-call project”** or an Indefinite Delivery Quantity (IDIQ). The proposed feasibility study by Jacobs is scheduled through August 31, 2023. It is requested that the term of this agreement begin on the date it has been approved and signed by both parties and end upon the completion of the feasibility study, currently scheduled to be completed on **August 31, 2023**, to allow consulting services during the development of the feasibility study. The total fee paid by the CCRMA under this agreement shall not exceed **\$25,000.00** at the rates shown in Exhibit A, attached. Invoices will be provided every month if services have been provided during that period. Time sheets will be provided for each invoice. Expenses will be invoiced based on the schedule shown in Exhibit A.

General Terms:

1. This agreement shall be governed by Texas law. Venue for any action arising out of this agreement shall be mandatory in Cameron County, Texas.
2. There are no oral agreements between the parties.
3. Nothing in this agreement shall be considered a waiver of CCRMA's governmental immunity.

Authorization

The ENGINEER shall be authorized to proceed with the proposed services for the PROJECT upon execution of this agreement.

If to the ENGINEER:

JWH AND ASSOCIATES, INC.
3014 Fairway Drive

Sugar Land, Texas 77478
Attention: John W. Hudson, Jr., P. E.
Phone: 956-793-3870
E-mail jhudson8@comcast.net

By: _____

Date: _____

If to the OWNER:

Cameron County Regional Mobility Authority

3461 Carmen Avenue
Rancho Viejo, Texas 78575
Attention: Pete Sepulveda, Jr.
Phone: 956-621-5590
E-mail: psepulveda@ccrma.org

Approved

By: _____

Title: _____

Date: _____

Exhibit A

JWH and Associates, Inc. Billing Rate Table

Staff

Classifications	Billing Rate
Principal- John Hudson	\$250.00
Engineer Associate- Dustin Qualls	\$150.00
CADD Technician	\$75.00
Assistant	\$50.00

Reimbursable Expenses Billing Rate

Parking	Actual cost
Printing	Actual cost
Mileage	0.55
Airfare	Actual cost
Rent Car	Actual cost
Lodging	Actual cost
Meals (per diem)	\$50.00/day

**2-P CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN JWH & ASSOCIATES AND THE CAMERON
COUNTY REGIONAL MOBILITY AUTHORITY REGARDING THE
GATEWAY BRIDGE PROJECT.**

JWH & Associates, Inc.

3014 Fairway Drive Sugar Land, Texas 77478
60 Davis Cup, Unit 109A, Pagosa Springs, Colorado 81147
956.793.3870 Cell Phone jhudson8@comcast.net Email

November 21, 2022

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Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Ave., Suite 5
Rancho Viejo, Texas 78575

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2. Attend the in-person meetings and virtual meetings as requested by the Cameron County Regional Mobility Authority.
3. Provide technical direction to the Cameron County Regional Mobility Authority based on the direction of the project and from a review of the tasks related to the proposed access and recommended measures for the design of access.
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JWH AND ASSOCIATES, INC.
3014 Fairway Drive

Sugar Land, Texas 77478
Attention: John W. Hudson, Jr., P. E.
Phone: 956-793-3870
E-mail: jhudson8@comcast.net

By: _____

Date: _____

If to the OWNER:

Cameron County Regional Mobility Authority

3461 Carmen Avenue
Rancho Viejo, Texas 78575
Attention: Pete Sepulveda, Jr.
Phone: 956-621-5590
E-mail: psepulveda@ccrma.org

Approved

By: _____

Title: _____

Date: _____

Exhibit A

JWH and Associates, Inc. Billing Rate Table

Staff

Classifications	Billing Rate
Principal- John Hudson	\$250.00
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CADD Technician	\$75.00
Assistant	\$50.00

Reimbursable Expenses Billing Rate

Parking	Actual cost
Printing	Actual cost
Mileage	0.55
Airfare	Actual cost
Rent Car	Actual cost
Lodging	Actual cost
Meals (per diem)	\$50.00/day

**2-Q CONSIDERATION AND APPROVAL OF A DONATION ACCEPTANCE
AGREEMENT BY AND BETWEEN THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH THE U.S. DEPARTMENT OF HOMELAND
SECURITY, U.S. CUSTOMS AND BORDER PROTECTION, AND THE U.S.
GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE,
CAMERON COUNTY, TX, AND THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY.**

DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE U.S. DEPARTMENT OF HOMELAND SECURITY,
U.S. CUSTOMS AND BORDER PROTECTION,
AND
THE U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE, CAMERON COUNTY, TX
AND
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

1. PARTIES

The United States of America (“United States”), acting by and through the U.S. Department of Homeland Security, U.S. Customs and Border Protection (“CBP”), and the U.S. General Services Administration (“GSA”), Public Buildings Service (“PBS”), are entering into this Donation Acceptance Agreement (the “Agreement”) with Cameron County, Texas, a body politic of the State of Texas, and Cameron County Regional Mobility Authority, a political subdivision of Cameron County, Texas, pursuant to the provisions of the Texas Transportation Code, Chapter 370, as amended, (hereinafter jointly and severally referred to as “Donor”), to facilitate the proposed donation to the United States of infrastructure improvements at the Los Indios Land Port of Entry, Los Indios, Texas, (hereinafter referred to as the (“Los Indios LPOE”). GSA, CBP and Donor are collectively referred to herein as the “Parties” and each individually as a “Party.” The terms “contractor” and “subcontractor” of Donor are used in various places in this Agreement and it is intended that those two terms are used interchangeably and have identical meanings and obligations.

2. PURPOSE

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation.

As described in Donor’s final detailed scope, site plans, drawings and specifications, and cost estimates for the Project, Donor seeks to design and construct: (i) Phase 1 requires the relocation of existing staff from the existing export building to a temporary modular trailer. (ii) Phase 2 of the project involves selective demolition and new construction of office workspace for both CBP and SAT officers. (iii) The new remodeling construction will include office/break area space within the existing footprint of the export building. (iv) Modifications to the existing perimeter security fence

to include demolition of existing perimeter fence as needed to install new motorized gate with automated controls at the new concrete driveway.

Donor has submitted the following documentation to GSA and CBP to facilitate acceptance and approval of the Project:

- Detailed Project Scope of Work to be donated to the United States, attached hereto as Exhibit A and incorporated herein by reference, which explains all work to be performed on the federal property during construction and how the work meets the requirements in the GSA and CBP reference documents listed in Section 5 (Scope of Work), below;
- Detailed Project Cost, attached hereto as Exhibit B and incorporated herein by reference;
- Construction Schedule, attached hereto as Exhibit C and incorporated herein by reference; and
- Construction documentation package, including plans, drawings, and specifications, attached hereto as Exhibit D and incorporated herein by reference.

This Agreement outlines the principles, terms and conditions that will govern this donation and defines and establishes the joint Project management framework, membership, roles, and responsibilities of the GSA, CBP and Donor Project teams for the planning, development, construction, construction management, and donation of the full commercial inspection facility such as: real property, personal property, and cash for non-personal services and personal property at the Los Indios LPOE. Once completed and upon conveyance of the property to the United States, the entirety of the donation will become the property of the United States, subject to a minimum of a one-year warranty of construction as described in greater detail in Section 17 (Warranties), below.

3. AUTHORITY

Port of entry donation authority, 6 U.S.C. § 301a, and more generally, the Homeland Security Act of 2002, 6 U.S.C. § 112 et seq., as amended by the National Defense Authorization Act (NDAA) of Fiscal Year 2022 (P.L. 117-81, Section 6410).

4. CONSIDERATION AND MUTUALITY OF OBLIGATIONS

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA and CBP are relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein and that the United States is willing to accept the donation subject to the terms and

conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Los Indios LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement, and to use the donation in aid of operating the Los Indios LPOE, subject to the terms and conditions of this Agreement, operational need, and available appropriated and budgeted funding, which determinations are to be made in the sole discretion of CBP or GSA, as applicable, by taking into consideration competing operational priorities.

5. SCOPE OF WORK

The agreed-upon scope of the Project is described in the attached Exhibit A. Any subsequent modifications to the agreed-upon scope of work and the associated costs must be reviewed and approved by the Parties before taking effect, as described in greater detail in this Section and in Section 27 (Modifications).

The Parties further acknowledge that the Project must comply with all applicable federal and state laws, regulations, directives, policies, and technical and security standards, and all Project Documents (identified below) required to be prepared by or on behalf of Donor and approved by GSA and CBP under this Agreement.

Donor agrees that the project has been designed and will be executed in compliance with the following reference documents and authorities, as such documents and authorities may be revised from time to time by GSA, CBP or other entities within the Federal Government, as applicable:

- *CBP Centralized Area Video Surveillance System Design Guide Standards* (2017 version);
- *CBP Land Port of Entry Design Standards* (2018 version);
- *CBP National Cabling Standards* (2020 version);
- *CBP Security Policy and Procedures Handbook* (2019 version);
- *CBP Voice/Data Communications Room Requirements* (2009 version);
- *GSA Facilities Standards for the Public Buildings Service, PBS-P100* (2021 version) (“PBS-P100”);
- *National Environmental Policy Act of 1969, as amended* (“NEPA”);
- *National Historic Preservation Act of 1966, as amended* (“NHPA”);
- *Homeland Security Presidential Directive 12* (“HSPD-12”);
- *Executive Order 13834 – Efficient Federal Operations*;
- *Executive Order 13990 - Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis*;
- *Section 1634, Public Law 115-91 (Dec. 2017), Prohibition on Use of Products and Services Developed or Provided by Kaspersky Lab*; and

- *Section 889, Public Law 115-232 (Aug. 2018), Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.*

Donor acknowledges that the United States may conduct independent NEPA and NHPA analyses of the Project, if required, and Donor will be responsible for providing timely comments and information, including NEPA and NHPA studies and drafts, as necessary and requested by either CBP or GSA to enable the United States to comply with all applicable environmental and historic preservation laws.

GSA and CBP reserve the right to identify additional references as the Project design progresses; subject, however, to the requirement that once the scope of the Project is finalized and agreed upon by the Parties, any subsequent modification to the Project Documents is subject to the consent of all the Parties.

Donor further agrees to construct the project in accordance with the following documents (collectively, the “Project Documents”), each of which, when finalized, will be attached to this Agreement and incorporated herein by reference:

- Exhibit A: Project Scope of Work;
- Exhibit B: Detailed Project Cost;
- Exhibit C: Construction Schedule;
- Exhibit D: Construction Documentation Package (including plans, drawings and specifications);
- Exhibit E: Financial Plan and Statement of Financial Capability;
- Exhibit F: NEPA analysis, as required;
- Exhibit G: NHPA analysis, as required;
- Exhibit H: Signed Non-Disclosure Agreement(s) (“NDA”);
- Exhibit I: OIT ROM Estimate;
- Exhibit J: Signed Representations Regarding Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Section 1634, Public Law 115-91 (Dec. 2017), Prohibition on Use of Products and Services Developed or Provided by Kaspersky Lab and Section 889, Public Law 115-232 (Aug. 2018)).

Donor agrees not to deviate from the approved Project Documents without the express prior written consent of GSA and CBP. GSA and CBP will only accept the donation once all terms and conditions of this Agreement are satisfied, and they have verified that the property and the improvements constructed or installed thereon are in keeping with the GSA and CBP design specifications referenced above.

To the extent any language in Donor’s attachments or exhibits conflict with language in this Agreement, applicable law, or federal policy, the Donor’s language is deemed inapplicable and

unenforceable. Additional Donor terms and conditions in Donor's attachments or exhibits are not incorporated to the extent they impose any additional obligation (financial or otherwise) on the Government that is not expressly set forth in this Agreement and mutually agreed to by the Parties.

6. ROLES AND RESPONSIBILITIES

GSA, CBP and Donor will each appoint the key members of the Project team within seven calendar days after full execution of this Agreement. Key team members will include the following officials:

- GSA Project Manager;
- CBP Project Manager; and
- Donor Project Manager.

The GSA Project Manager will be the primary point of contact to facilitate GSA approvals for all Project-related activities. The Project Managers for CBP and Donor will provide subject matter expertise to the GSA Project Manager, as needed, monitor the Project, provide approvals, raise issues and concerns to the GSA Project Manager, and coordinate activities and progress within their respective organizations.

7. PROJECT FUNDING

A. Design, Construction and Delivery Costs and Expenses

Donor will be financially responsible for all costs and expenses associated with the Project, such as planning, design, delivery, installation, construction, and construction management of the Project, including the correction of defective or noncompliant work and the repair or replacement of any federal property damaged during the course of construction, delivery and installation, until completion and acceptance of the final Project by GSA and CBP. The estimated and anticipated costs and expenses of designing and constructing the Project are outlined and itemized in the spreadsheet attached as Exhibit B.

B. Equipment, Technology and Connectivity-Related Costs and Expenses

The intent is that equipment, technology and connectivity-related costs and expenses, as described in greater detail in Exhibit I, attached hereto and incorporated herein by reference, will be procured directly by CBP. Donor agrees to provide an upfront monetary donation to CBP as identified in Exhibit I. CBP will retain ownership of all equipment and technology procured by CBP. The CBP Office of Information and Technology's ("OIT") estimate for all equipment, technology and connectivity-related costs and expenses at the Los Indios LPOE is \$126,550.59 subject to adjustment to reflect the actual costs and expenses incurred by CBP. The detailed OIT estimate is

included as part of Exhibit I. Donor must remit payment to the CBP office and address listed immediately below:

Office of the Commissioner – Office of Finance
Commercial Accounts
6650 Telecom Drive
Suite 100
Indianapolis, IN 46278
Attn: Sheri Martin and Letitia Moscrip

Upon installation of all equipment and technology, CBP will send Donor a final receipt of actual costs and expenses incurred by CBP for Donor's records. CBP reserves the right to seek and obtain additional monetary donation from Donor should actual equipment, technology and connectivity-related costs and expenses exceed OIT's estimate. Any unused funds provided by Donor will be returned to Donor in accordance with CBP policy and procedures. CBP will owe no interest on funds held and ultimately refunded.

C. Costs and Expenses Relating to Operation, Maintenance and Repair of Donated Property

The donor shall be financially responsible for all costs and operating expenses related to the operation, maintenance, and repair of the donated real property until such time as U.S. Customs and Border Protection provides the donor written notice otherwise.

After reviewing the size and scope of the project, it is not anticipated that the Government will have a measurable increase in operating expenses as a result of this Agreement.

D. Evidence of Financial Capability

Donor represents that it has the financial capability to perform all of its obligations under this Agreement and to finance the project and agrees to provide updated information to GSA and CBP, as requested, to demonstrate such financial capability. Throughout the project and upon request of GSA or CBP, Donor must provide cost estimates and, upon completion of the project, a certified cost statement for the project to GSA and CBP.

8. UTILITIES

To the extent Donor requires use of existing utility outlets and supplies at the Los Indios LPOE for performance of the work, Donor agrees to install a separate temporary meter or submeter to measure the cost of that usage. Donor, at its sole cost and expense and in a workmanlike manner satisfactory to GSA and CBP, must install and maintain all necessary temporary connections and distribution lines and all meters and submeters required to measure the amount of each utility used for the purpose of determining charges.

Before final acceptance of the work by the United States, Donor must remove all the temporary connections, distribution lines, meters, and associated equipment, and restore any federally owned property to the condition existing as of the commencement of construction.

9. SITE CONDITIONS

Donor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions that can affect the work or its costs, including (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.

The United States is not responsible for any unknown or unforeseen site conditions. Donor acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work. Any failure of Donor to take the actions described and acknowledged in this Section will not relieve Donor from responsibility for estimating properly the difficulty and cost of successfully performing the work or otherwise relieve Donor of its obligations to perform as set forth in this Agreement.

Should Donor encounter, or GSA or CBP discover, during the progress of the work, subsurface or latent conditions at the site materially differing from those shown in the Project Documents, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Project Documents, Donor must immediately cease construction operations under this Agreement and notify the GSA Project Manager and the CBP Project Manager before the site is disturbed further. After such notice, the Parties may jointly agree that Donor may continue work under this Agreement in areas not affected by the newly discovered site condition. The GSA Project Manager and the CBP Project Manager will thereupon promptly investigate the conditions and, if they find that they do so materially differ, if possible and upon agreement of the Parties, this Agreement may be modified to provide for any revised scope of work or extension of time resulting from such conditions. **ANY COSTS CAUSED BY SUCH CHANGED CONDITIONS WILL BE THE SOLE RESPONSIBILITY OF DONOR AND IT IS UNDERSTOOD THAT THE UNITED STATES WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SUCH COSTS OR CLAIMS FOR COSTS. IF DONOR ELECTS NOT TO BEAR SUCH INCREASED COSTS, THIS AGREEMENT MAY BE TERMINATED, SUBJECT TO THE TERMINATION AND RESTORATION PROVISIONS SET OUT IN THIS AGREEMENT.**

10. PROJECT EXECUTION

Donor may proceed with Project execution only after this Agreement has been executed, the Parties have satisfied all of the conditions precedent to the commencement of construction and GSA has issued a Notice to Proceed for the construction activity. The commencement conditions include:

- All design submittals (30%, 60%, 90%, 95%, and 100%) must meet the requirements of the current PBS-P100. The PBS-P100 refers to the GSA CAD Standards (www.gsa.gov/cad), which must also be followed at each design submittal;
- GSA and CBP hereby accept Donor's choice of construction contractor. If Donor elects to change its contractor at any point in the Project, Donor must obtain GSA and CBP's prior approval of the proposed replacement contractor;
- GSA and CBP approval of Donor's Project Documents and work plan;
- Evidence of Donor's compliance with insurance requirements as set forth below;
- A site access, construction license or other similar agreement that is in full force and effect;
- Evidence of Donor's capability to fund or obtain financing for all Project costs and expenses;
- Evidence that the payment and performance obligations relating to the design, construction, delivery, and installation of the infrastructure improvements are assured to GSA and CBP's satisfaction; and
- Evidence that any necessary governmental permits or approvals have been obtained and the Project is in compliance with all applicable laws, regulations and code requirements, and all proposed contractors and subcontractors have obtained the requisite security clearance.

The decision whether to move forward with Project execution is solely within GSA and CBP's discretion.

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions. Donor agrees to coordinate Project activities with the GSA Project Manager and the CBP Project Manager to ensure that operational disruptions, if any, are mitigated and managed appropriately.

All work must be performed in a manner that will safeguard the public and United States personnel and property, and in accordance with all applicable federal, State, and local laws and regulations. Donor must provide the appropriate safety barricades, signs and signal lights at the Project site at all times. Donor must keep the work area free from accumulation of waste materials and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a daily basis, and, upon completion of the Project, remove any trash, rubbish, tools, equipment, and materials that are not United States property and leave the work area in a clean, neat and orderly condition satisfactory to GSA and CBP on a daily basis.

All equipment, supplies, material, and articles incorporated into the work should be new and of the

most suitable grade for the purpose intended. Donor agrees to perform all work under this Agreement in a skillful and workmanlike manner.

During Project execution, GSA and CBP, as applicable, will monitor and engage in the following reviews and activities:

- Issuance of temporary site access, construction license or other similar agreement to Donor;
- Inspection of installation and construction quality and, if necessary, issuance of written field directives setting forth in reasonable detail alleged variances or violations and requesting that Donor take specified corrective action;
- Preparation of written punch list after substantial completion (Project is substantially complete when it may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the operation of the property by the United States). Donor's construction contractor must attend the punch list review meeting and provide a written list of all incomplete or deficient installation items, with the understanding that additional items may be added in the process of the walk-thru by all Parties;
- Coordination with Donor to complete all items identified in the punch list within 20 working days;
- Monitor closeout of the Project punch list;
- Staff training for facility operations and items covered by the one-year warranty to be provided by Donor;
- Review and approval of as-built documents, including dimensioned and noted underground utility information; and
- Final inspection and acceptance.

Donor is required to: (a) commence work under this Agreement within 30 calendar days after the date Donor receives the Notice to Proceed from GSA; (b) prosecute the work diligently; and, (c) complete the entire work ready for use within the time set forth in the Project Documents. The time stated for completion includes final cleanup of the premises. Donor must update the Project schedule monthly to reflect its actual progress in completing the work and submit the updated Project schedule to the GSA Project Manager and the CBP Project Manager within five working days of the end of each month or other specified period.

The Donor and their contractors will ensure that project risks are actively identified, analyzed, and managed throughout the life of the project. A project risk is an uncertain event or condition that, if it occurs, has an effect on at least one project objective. Risk management focuses on identifying and assessing the risks to the project and managing those risks to minimize the impact on the project. Risks will be identified as early as possible in the project so as to minimize their impacts. The Donor and their contractors shall identify a designee who shall serve as the Risk Manager for this project. Risk identification will involve the project team, appropriate stakeholders, and will include an evaluation of safety factors, organizational culture, and the project schedule. Careful attention will be given to the project deliverables, assumptions, constraints, work breakdown structure (WBS), cost/effort estimates, and other key project documents. A Risk Management Log will be generated and updated as needed and will be stored electronically in the project library. All risks identified will be assessed to identify the range of possible project outcomes. The probability and impact of occurrence for each identified risk will be assessed by the Risk Manager, with input from the project team.

At all times during performance of construction work under this Agreement and until the work is completed and accepted by the United States, Donor must provide full-time on-site professional construction management services for the Project. The identity and scope of work of Donor's construction management representative must be approved by the GSA Project Manager and the CBP Project Manager. Donor must provide sufficient construction management resources, including personnel responsible for project management, estimating, coordination, inspection, quality assurance, and PBS-P100-required commissioning, to ensure the proper execution and timely completion of the Project. From and after the commencement of construction until acceptance of the donation by the United States, Donor's construction manager must provide to the GSA Project Manager and the CBP Project Manager information on a regular basis sufficient to apprise GSA and CBP in reasonable detail of the then-current status of the progress of the Project, including all meeting minutes, daily reports with labeled photos, testing results, and other inspection-related correspondence, and other written material generally circulated to Donor's contractors and other members of the Project team relating to the design and construction of the Project, and other materials reasonably requested by the GSA Project Manager or the CBP Project Manager. CBP, GSA and Donor will establish recurring meetings to discuss the status of the Project and will identify specific milestones during which the construction manager will coordinate on-site walkthroughs and inspections with the appropriate CBP and GSA subject matter experts.

The Project is complete only when Donor has corrected all punch list items and noted deficiencies and has complied with all conditions in this Agreement. GSA and CBP's identification of issues on the punch list does not in any way prevent GSA or CBP from raising other issues discovered thereafter or otherwise limit Donor's obligations or waive any of GSA and CBP's rights under this Agreement. Upon completion of the Project, Donor, Donor's construction contractor and the construction manager must each certify that the construction meets all of the requirements of the Project Documents.

Upon final acceptance, in writing, by the United States, Donor agrees to provide GSA and CBP with final as-built drawings in AutoCAD format and plans of the donated site improvements, all warranty documentation, all documents necessary for transfer of ownership (such as a bill of sale, clear title evidence, a deed of transfer, and an American Land Title Association land title survey), the final total and itemized costs for the Project, lien releases, license terminations, and any other reasonable request for documentation related to the Project.

11. AUTHORIZED AREAS

Donor must confine all operations (including storage of materials) on any federally owned property to areas authorized or approved by the GSA Project Manager or the CBP Project Manager. Temporary buildings (*e.g.*, storage sheds, shops, and offices) and utilities may be erected or installed by Donor only with the approval of the GSA Project Manager or the CBP Project Manager and must be built or installed with labor and materials furnished by Donor without expense to the United States. The temporary buildings and utilities will remain the property of Donor and must be removed by Donor at its sole cost and expense upon completion of the work.

Donor must use only established roadways or use temporary roadways constructed by Donor when and as authorized by the GSA Project Manager or the CBP Project Manager. Donor must remove any temporary roadways it constructs and restore the property to its condition at the commencement of construction, including resodding and fill, as necessary, and repair or pay for the repair of any damage that occurs as a result of its activities, including any damage to curbs, sidewalks, roads, or landscaping.

12. INSPECTION OF CONSTRUCTION

Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA and CBP upon request.

GSA and CBP reserve the right, but not the obligation, to review, test or inspect the prosecution of Donor's work to verify compliance with the terms of this Agreement. Donor must allow GSA and CBP, and their agents and representatives, access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA and CBP's inspections and tests are for the sole benefit of the United States, do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or correct work found by GSA or CBP not to conform to contract requirements. Donor must promptly segregate and remove rejected material from the premises. If Donor does not promptly replace or correct rejected work, the United States

may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

13. SPECIFICATIONS, PLANS AND DRAWINGS FOR CONSTRUCTION

Donor must keep on the work site a copy of the plans, drawings and specifications and must at all times give GSA and CBP access thereto. Anything mentioned in the specifications and not shown on the plans or drawings or shown on the plans and drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both.

In case of differences between the plans and drawings and the specifications, the specifications will govern. In case of discrepancies in the figures, plans or drawings, or the specifications, the matter must be promptly submitted to the GSA Project Manager and the CBP Project Manager, who will promptly make their determination in writing. Any adjustment by Donor without such a determination will be at its own risk and expense.

If this Project requires shop plans and drawings, such as drawings of the mechanical and electrical work, such plans and drawings must be submitted to the GSA Project Manager and the CBP Project Manager for approval prior to commencing the work.

14. CONTRACT MANAGEMENT AND PERSONNEL

Donor must employ, and require its contractors and subcontractors to employ, qualified personnel to perform the work. The United States reserves the right to exclude, or remove from the site, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property or whose continued employment on the site is otherwise deemed by the United States to be contrary to the public interest. Repeated failure or excessive delay by Donor to provide qualified personnel will be deemed a default under this Agreement and, in such event, GSA and CBP may, in their sole discretion, terminate Donor's right to proceed and seek any other remedies permitted by this Agreement or by law.

15. CONTRACTORS AND SUBCONTRACTORS

Donor will be responsible for coordinating all activities of contractors, subcontractors and suppliers. This responsibility includes coordination of the following activities: preparation of shop drawings produced by different contractors, subcontractors, and suppliers where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by contractors, subcontractors and suppliers; and use of the Project site for staging and logistics.

Donor must verify and confirm, in writing, to the GSA Project Manager and the CBP Project Manager that the donor's construction contractor and any of its subcontractors are not identified within the active exclusion records maintained by the United States identifying those parties

excluded from receiving federal contracts, certain subcontracts and certain types of federal financial and non-financial assistance and benefits (the “Exclusion List”). The most current Exclusion List is contained within the System for Award Management (“SAM”), www.sam.gov. No party on the Exclusion List may perform any work related to or in connection with this Agreement and Donor will be in default under this Agreement if any party on the Exclusion List performs such work.

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (*e.g.*, contractor, subcontractor, or supplier or any of their agents, representatives, or employees) and the United States. Donor will be responsible to the United States for acts and omissions of its own employees, contractors, subcontractors, suppliers, and their employees, to the maximum extent permitted by applicable state law and to the extent of available appropriations.

16. SECURITY CONSIDERATIONS

Given the security-sensitive nature of land ports of entry, at the discretion of GSA or CBP, each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the Project. In addition, the dissemination of any Project Documents related to the donation must be tightly controlled in accordance with Homeland Security Presidential Directive 12 (“HSPD-12”), as well as subject to a Non-Disclosure Agreement (“NDA”) in the form of Exhibit H, which Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must execute.

All Project Documents are deemed to be Sensitive but Unclassified (“SBU”) or Controlled Unclassified Information (“CUI”), or both (collectively, “Sensitive Information”), and are subject to the provisions of this Section. For any person authorized access to Sensitive Information, Donor must ensure that such person receives training concerning the protection and disclosure of Sensitive Information both during and after performance.

- Donor and all contractors, subcontractors, laborers, and suppliers associated with the Project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security. GSA or CBP may require Donor to prohibit certain individuals from working on the contract if GSA or CBP deems their initial or continued employment contrary to the public interest. In addition, Donor must comply with GSA and CBP personal identity verification procedures that implement HSPD-12, Office of Management and Budget guidance M-05-24 and Federal Information Processing Standards Publication (“FIPS PUB”) Number 201.

Donor acknowledges that, as part of its project execution activities, GSA and CBP will need to provide Donor with Sensitive Information. In accordance with Section 552.101 of the Texas Government Code, Public Information Act (“PIA”), Donor agrees to maintain the confidentiality of information designated by the United States as Sensitive Information and will sign an NDA to that

effect. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor agrees to assert any and all applicable defenses, privileges, exceptions, and exemptions from disclosure under the Texas PIA statute, federal, or any other law and to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will immediately notify GSA and CBP of any such request and will draft a response, in consultation and coordination with GSA and CBP, to submit to the Texas Attorney General within the 10 business days allowed under the Texas PIA.

During Project execution, Donor may need to consult with other entities that may be involved with the Project. To the extent any of these other entities require access to Sensitive Information, they, too, will be required to execute an NDA, and Donor must require that they comply with the security and confidentiality provisions in this Agreement.

Donor and its subcontractors agree to comply the following security clauses:

- CBP CLAUSE SECURITY PROCEDURES (APR 2019)
- HSAR CLAUSE 3052.204-71, CONTRACTOR EMPLOYEE ACCESS, “ALT II”
- INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)
- SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)
- SPECIAL SECURITY REQUIREMENTS – CONTRACTOR PRE-SCREENING (SEP 2011)
- GSA VENDOR FITNESS DETERMINATION TRAINING MANUAL (2022)
- GSA CONTROLLED UNCLASSIFIED INFORMATION (CUI) -
<https://www.gsa.gov/reference/controlled-unclassified-information-cui>

CBP and GSA will provide these requirements/authorities to the Donor.

17. WARRANTIES

Donor warrants that work performed or equipment, furniture, or products supplied under this Agreement will conform to the approved Project Documents and will be free of any defect in equipment, material or design furnished, or workmanship performed, by Donor or any contractor, subcontractor, or supplier at any tier. In confirmation thereof, Donor agrees to furnish the United States, acting by and through GSA and CBP, a one-year full warranty for the donated property from the date of final acceptance in the form prescribed in Federal Acquisition Regulation subsection 52.246-21, Warranty of Construction. Donor must remedy, or cause to be remedied, without any cost or expense to the United States, any failure to conform to the approved Project Documents or any defect within a reasonable time, and must remedy, or cause to be remedied, without any cost or expense to the United States, any damage to federally owned or controlled real or personal property, when that damage results from Donor's or Donor's contractor's, subcontractor's or supplier's failure to conform to the approved Project Documents, contract requirements or any defect of equipment, material, workmanship, or design furnished. Donor's warranty with respect to work

repaired or replaced will run for one-year from the date of any repair or replacement.

If Donor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the United States will have the right to replace, repair or otherwise remedy the failure, defect or damage caused at Donor's expense and to obtain reimbursement from Donor for the costs of such replacement, repair, or remedy.

Donor must obtain all warranties from contractors, subcontractors, manufacturers, and suppliers that would be given in normal commercial practice and enforce all warranties for the benefit of the United States if directed by either GSA or CBP.

18. ENVIRONMENTAL REPRESENTATIONS

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any construction activities thereon, and there exist no adverse environmental conditions with respect to the property or any construction activities thereon.
- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.
- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The donated property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

Donor further agrees that it will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but

are discovered to be required after the date of the donation and are attributable to the actions of Donor or its contractor. In particular, Donor provides assurances that, in accordance with and to the extent required at the location of the property by applicable federal, state and local laws, Donor will timely assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property.

Donor further agrees that to the maximum extent permitted by applicable federal and state law, donor will settle or defend, as applicable, and indemnify against and pay any claim, demand or order, including costs, fees and penalties, made by federal, state or local regulators or third parties in connection with any release or threatened release of a hazardous substance, pollutant or contaminant, hazardous waste or hazardous constituent, or petroleum or petroleum derivative from or on the property, arising out of or relating to the performance of Donor's or Donor's contractors and subcontractors' work or activities under this Agreement.

19. LIABILITY AND INDEMNIFICATION

Donor must not destroy, displace, or damage any United States property, except as expressly permitted by this Agreement or the written consent of the GSA Project Manager or the CBP Project Manager. To the maximum extent provided by applicable law, Donor will be responsible for all damages to persons or property that occur as a result of Donor's activities performed under this Agreement or otherwise in completing the project, whether caused by Donor's intentional conduct, recklessness, fault, negligence, or otherwise. In confirmation thereof, Donor, to the extent permitted by applicable state law and to the extent of available appropriations, hereby agrees to indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, damage, claim, or liability whatsoever, due to personal injury or death, damage to property of others, or otherwise, directly or indirectly, arising out of or relating to the exercise by Donor of the privileges granted under this Agreement and the Project Documents or any other act or omission of Donor relating to the project and performance of work, including failure to comply with the obligations of this Agreement and the Project Documents. Donor is responsible for all materials delivered and work performed until completion and acceptance of the project.

In addition, Donor agrees to require in its contracts for any portion of any work performed under this Agreement that the contractors will indemnify and hold the United States, acting by and through CBP and GSA, and its employees, officers, representatives, and agents, in both their individual and official capacities, harmless from and against all loss, liabilities, suits, obligations, fines, damages, penalties, claims, judgments, liens, costs, charges, and expenses, including

reasonable attorneys' fees and disbursements that may be imposed upon or incurred by or asserted against the United States by reason of any acts of any of Donor's contractors or any person or entity claiming by or through Donor's contractors.

20. INSURANCE

The United States acknowledges that Donor, being an executive branch agency of the State of Texas, is self-insured. Prior to commencing any activities under this Agreement, Donor must deliver to GSA and CBP evidence that Donor's contractors each have at least \$2,000,000, and each of their subcontractors have at least \$1,000,000, comprehensive general public liability and property damage insurance policies to cover claims arising from the contractors' and subcontractors' operations that cause damage to persons or property of third persons; such insurance must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional insured. Each contractor and subcontractor also must obtain and maintain workers' compensation insurance in the amounts required by applicable laws. If Donor's contractors and subcontractors fail to comply with the terms and conditions of this Section, at the option of GSA or CBP, Donor's activities must immediately cease and desist until such time as there is compliance. The insurance carrier must waive all subrogation rights against any of the named insured.

Donor must promptly provide to the GSA Project Manager and the CBP Project Manager proof that its contractors and subcontractors have obtained the insurance required by this Agreement in the form of certificates of insurance that show the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the policies with respect to operations performed under this Agreement. Donor must submit to the GSA Project Manager and the CBP Project Manager all renewal certificates issued during the life of the Project immediately upon issuance. Donor's contractors and subcontractors must maintain the required insurance at all times during the term of the Agreement. All required policies of insurance must be in companies of generally recognized responsibility. All policies of insurance must provide that they may not be canceled without at least 30 calendar days' prior written notice to GSA and CBP.

21. BONDING

Donor must require its contractors to post payment and performance bonds substantially in the form of Standard Form 25 or in such other form as is acceptable to GSA and CBP to secure payment for persons supplying labor or materials and completion of the work to be performed under this Agreement. The bonds must name the United States, acting by and through the Administrator of General Services and the Secretary of Homeland Security, as an additional named beneficiary. The performance bond or bonds must be in a cumulative amount no less than the estimated value of the donation.

Donor must furnish all executed bonds, including any necessary reinsurance agreements, to GSA and CBP prior to commencement of construction. The bonds must be in the form of a firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties or by other acceptable security, such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with the U.S. Department of the Treasury regulations, certain bonds or notes of the United States. Treasury Department Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury
Bureau of the Fiscal Service
Surety Bonds Branch
200 Third Street, Suite 200
Parkersburg, WV 26106,

or on the Internet at <https://www.fiscal.treasury.gov/surety-bonds/circular-570.html>.

Donor must promptly furnish additional security required to protect the United States and persons supplying labor or materials under this Agreement if any surety upon any bond or issuing financial institution for other security furnished under this Agreement becomes unacceptable to the United States.

22. DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this Section and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Before invoking the procedures under the Contract Disputes Act, the Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affect the Parties' obligations and responsibilities under this Agreement. In the event that such a dispute arises between Donor and the United States and the dispute cannot be resolved informally by the Parties, Donor may file a claim (a "Donor Claim") with GSA or CBP or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim, as applicable. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA and CBP will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time. All claims will be resolved in accordance with Federal Law.

23. LIMITATIONS

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of any Party. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties and the remaining terms and conditions of this Agreement will continue in full force and effect.

This Agreement is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by any third-party against the United States or any of its employees. This Agreement is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or in equity, by the Donor against the United States or any of its employees, except as expressly set forth in this Agreement.

The Parties acknowledge that this Agreement is not a commitment by the Federal Government to funding, staffing or other resources, now or in the future, nor does this Agreement obligate the Federal Government to spend funds for any particular purpose, even if funds are available. Nothing in this Agreement may be construed or interpreted to obligate the Federal Government to an expenditure of funds in advance, or in excess, of the availability of appropriations.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

The donor acknowledges and represents that it has made this donation voluntarily for the mutual benefit of the Parties. In accepting this donation, Donor acknowledges that CBP and GSA cannot and will not provide any preferential treatment to Donor, and that Donor does not expect nor has Donor requested any such preferential treatment or endorsement in exchange for the donation. Donor does not expect nor has Donor requested any other conditions or benefits in exchange for the donation other than what is expressly stated herein.

24. NOTICES

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA to the GSA Project Manager, if to CBP to the CBP Project Manager and, if to Donor to the Donor Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five calendar days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

GSA:

U.S. General Services Administration

Public Buildings Service (7P1)
1101 E. Hackberry Ave.
Suite 200
McAllen, TX 78501
Attn.: Christopher Anzaldua

with a copy to:

U.S. General Services Administration
Office of Regional Counsel (7L)
819 Taylor Street
Room 11A31
Fort Worth, TX 76102
Attn.: Regional Counsel

CBP:

U.S. Customs and Border Protection
24000 Avila Road
Suite 5020
Laguna Niguel, CA 92677
Attn: Michael Acosta

with a copy to:

U.S. Customs and Border Protection
Donations Acceptance Program
1300 Pennsylvania Ave, NW
3.4D-24
Washington, DC 20229
Attn: Jorge A. Salazar

Cameron County, Texas:

1100 E. Monroe St. Suite 218
Brownsville, Texas 78520
Attn: Eddie Treviño, Jr,
Cameron County Judge

with a copy to:

1100 E. Monroe St. Suite 218
Brownville, Texas 78520
Attn: Pete Sepulveda, Jr.
Cameron County Clerk

Cameron County Regional Mobility Authority

CCRMA
3461 Carmen Ave.
Rancho Viejo, TX 78575
Attn: Frank Parker, Jr.

with a copy to:

CCRMA
3461 Carmen Ave.
Rancho Viejo, TX 78575
Attn: Pete Sepulveda, Jr

25. EXAMINATION OF RECORDS

Donor agrees that GSA, CBP or any of their duly authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clauses thereunder. Donor further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that each contractor and subcontractor agrees that GSA, CBP or any of their authorized representatives will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of such contractor or subcontractor involving transactions related to the contract or subcontract or compliance with any clauses thereunder.

26. UNITED STATES RIGHTS TO DATA AND INDEMNIFICATION

The United States will have unlimited rights in all plans, drawings and specifications involving this Project, including the right to use same on any other United States design or construction project and to provide to third parties as the United States deems appropriate. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such plans, drawings, and specifications on the request of either GSA or CBP.

Donor, to the maximum extent permitted by applicable state law, agrees to indemnify the United States and its officers, agents, representatives, and employees, in both their individual and official capacities, against liability, including fees and costs, for any claim of infringement of any United

States patent, violation of trade secrets, copyrights, or right of privacy or publicity, or any claim or dispute arising out of the use of the plans, drawings or specifications, or any other documents or information provided by Donor, or any combination of the foregoing, or acceptance or use of the donation.

27. MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment. Notwithstanding the foregoing, the Parties acknowledge that cost estimates may fluctuate and that no further modification of this Agreement is necessary to the extent that any future increase(s) to the original documented cost estimates or actual costs do not exceed 50% of the cost estimate attached to this Agreement.

28. CHANGES

Subject to the cost estimate allowances covered in Section 13 (Specifications, Plans and Drawings for Construction), above, once the Project Documents have been approved by all Parties, any modification to the Project scope of work, including changes to the plans, drawings, specifications, design, or method or manner of performance of work and associated costs, must be reviewed and approved by the Parties before taking effect. Within-scope changes may be approved in writing by mutual written agreement of Donor and the United States, acting by and through the GSA and CBP project managers designated above. The United States will not be responsible for any costs or expenses associated with any scope modification initiated by the Donor, arising out of Donor's actions, or associated with unknown or unforeseen site conditions encountered on the property. Any proposed or requested changes where the Donor will seek costs or expenses from the Government, or an expenditure would otherwise be required of the Government, cannot be authorized/approved under this Agreement and would be subject to a separate written contract that can only be executed by an authorized GSA/CBP official.

29. NONCOMPLIANCE AND DEFAULT

In the event Donor, after receiving written notice from the GSA Project Manager or the CBP Project Manager of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA and CBP will have the right to order Donor to stop any or all work or to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement including any extension, fails to complete the work in the manner or to the specifications required by this Agreement, fails to make

the required monetary payments under this Agreement, fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), or otherwise fails to comply with a term in this Agreement, GSA and CBP will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 calendar days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: halting performance, not accepting the donation, seeking reimbursement for costs and expenses incurred by the United States as a result of the default, requiring Donor to restore any altered federal property to its pre-construction condition, and administrative/judicial remedies. In addition, the United States may make a claim under Donor's contractor's payment or performance bonds or insurance coverage, as applicable. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this Section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the GSA Project Manager or the CBP Project Manager within 10 calendar days from the beginning of any such delay and the cause for the delay, provided that once able, the Donor promptly continues performance under the terms of this Agreement.

30. TERMINATION

Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation, and none of the Parties will thereafter have any further rights, obligations or liabilities under this Agreement other than those that expressly survive termination or expiration of this Agreement. Nothing herein shall be construed to otherwise limit the Government remedies under the above Section 29 (Noncompliance and Default). In the event Donor has received any Sensitive Information from GSA or CBP pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials as described in greater detail above. This provision survives the expiration or earlier termination of the Agreement.

31. SIGNATORIES

The CBP Commissioner and the GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor with regard to all matters relating to this Agreement. CBP and Partner may use an electronic signature or an electronic record, as those terms are defined in 15 U.S.C. § 7006, to assent to the terms of this Agreement, and this

Agreement may not be denied legal effect, validity, or enforceability solely because such an electronic signature or electronic record was used in its formation.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

33. INTEGRATION AND MERGER

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by all Parties.

34. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

35. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of Texas or any municipality thereof, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other publicly held entity, if this Agreement is for the general benefit of such corporation or other entity.

36. EFFECTIVE DATE

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided above in Sections 29 (Noncompliance and Default) and 30 (Termination), or the property is accepted by the United States.

[Remainder of page intentionally left blank.]

Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

Giancarlo Brizzi
Regional Commissioner
Public Buildings Service
U.S. General Services Administration

Date: _____

FOR THE U.S. CUSTOMS AND BORDER PROTECTION

Pete Flores
Executive Assistant Commissioner
Office of Field Operations
U.S. Customs and Border Protection

Date: _____

FOR CAMERON COUNTY, TEXAS

Eddie Treviño, Jr.
Cameron County Judge
Cameron County, Texas

Date: _____

Sylvia Garza Perez
Cameron County Clerk
Cameron County, Texas

Date: _____

FOR CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Frank Parker, Jr.
Chairman
Cameron County Regional Mobility Authority

Date: _____

Arturo A. Nelson
Secretary
Cameron County Regional Mobility Authority

Date: _____

**2-R CONSIDERATION AND APPROVAL OF GRANT AGREEMENT
REQUIREMENTS FOR THE FEDERAL RAILROAD ADMINISTRATION
HARLINGEN RAIL IMPROVEMENTS PROJECT – PHASE I (PE/NEPA)**

Federal Railroad Administration - Grant Agreement

Cover page will be provided at the time of execution. All scope and terms incorporated by Attachments provided hereto.

FEDERAL RAILROAD ADMINISTRATION

Sign: _____

Name: _____

Title: _____

Date: _____

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Sign: _____

Name: _____

Title: _____

Date: _____

List of Attachments:

Attachment 1 – Standard Terms and Conditions

Attachment 2 – Statement of work

Attachment 3 – Deliverables and Approved Project Schedule

Attachment 4 – Approved Project Budget

Attachment 5 – Performance Measurements

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

Grant Agreement – Attachment 1
STANDARD TERMS AND CONDITIONS

December 2020

PART I. ATTACHMENT OVERVIEW AND DEFINITIONS

Attachment 1 is part of the Agreement and contains the standard terms and conditions governing the execution of the Project and the administration of the Agreement. By entering into this Agreement with the Federal Railroad Administration (FRA), the Grantee agrees to comply with these terms and conditions and all applicable Federal laws and regulations, including those discussed in this Agreement. Terms that appear frequently throughout the Agreement are defined, as follows:

- a. **Agreement** means this Grant Agreement, including all attachments and amendments. As used on the Agreement cover sheet, section 9 “Previous Agreements” refers to the amount of the original Agreement, together with, if applicable, all amounts from amendments to the Agreement that precede the current amendment. As used on the Agreement cover sheet, section 10 “This Agreement” refers to the amount being added or subtracted with the current amendment, if applicable, or the original Agreement. As used on the Agreement cover sheet, and section 11 “Total Agreement” refers to the combined amounts of Section 9 “Previous Agreements” and Section 10 “This Agreement”.
- b. **Application** means the signed and dated application submitted by or on behalf of the Grantee, as may be amended, seeking Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents, assurances and certifications filed with and accepted by FRA or DOT.
- c. **Approved Project Budget** is in Attachment 4 to this Agreement and means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project.
- d. **Approved Project Schedule** is in Attachment 3 to this Agreement.
- e. **Authorized Representative** means the person(s) at FRA or the Grantee who is able and approved to communicate on behalf of the organization, perform the referenced action, or commit the organization to the referenced action, pursuant to the organization’s internal policies, procedures, or reporting structure.
- f. **DOT** means the United States Department of Transportation, including its operating administrations.
- g. **Effective Date** means the earlier of the federal award date and the beginning of the Project Performance Period.
- h. **Federal Contribution** means the amounts obligated, whether paid or not, by FRA to the Grantee under this Agreement as shown in the “Federal” column in sections 9, 10 and 11 of the Agreement cover sheet.
- i. **Federal Funding Period** means the period that FRA provides funds under this Agreement as shown in section 5 of the Agreement cover sheet.

- j. **Federal Government** means the United States of America and any executive department or agency thereof.
- k. **Federal Railroad Administration or FRA** is an operating administration of the DOT and the Federal Awarding Agency for this Agreement.
- l. **Grantee** means the entity identified on the Agreement cover sheet that receives Federal grant assistance directly from FRA for the accomplishment of the Project referenced in this Agreement.
- m. **Grant** as used in this Agreement means funding awarded through a grant agreement as well as funding awarded through a cooperative agreement as each of those terms is defined in 2 C.F.R. Part 200.
- n. **Non-Federal Contribution** means any amount, as shown under the “Non-Federal” column in sections 9, 10 and 11 of the Agreement cover sheet, including matching funds as used in 2 C.F.R. Part 200, not funded by FRA under this Agreement, regardless of whether the source of any or all of such contribution is a Federal source.
- o. **Pre-Agreement Costs** means “pre-award costs,” as that term is defined in 2 C.F.R. § 200.458.
- p. **Project** means the task or set of tasks set forth in the Statement of Work.
- q. **Project Performance Period** means “period of performance” as defined in 2 C.F.R. § 200.1 and described in 2 C.F.R. § 200.309, and is shown in section 4 of the Agreement cover sheet.
- r. **Statement of Work** means a detailed description of the work the Grantee will complete with the grant funding from this Agreement, and appears in Attachment 2 to this Agreement.
- s. **Total Federal Assistance** means the combined total of the Federal Contribution and the portion, if any, of the Non-Federal Contribution that is from a Federal source.

Additional definitions are found in 2 C.F.R. § 200.1, and these definitions are incorporated herein by reference and made a part hereof. These definitions incorporated herein are not capitalized in this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. Grant Agreement:

This Agreement constitutes the entire agreement between the Grantee and FRA. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. This Agreement is governed by and subject to 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201.

2. FRA Role:

This Agreement is between FRA and the Grantee. FRA is responsible for funding disbursements to the Grantee under this Agreement. FRA will also conduct oversight and monitoring activities to assess Grantee progress against established performance goals and the Statement of Work, as well as to assess compliance with terms and conditions and other requirements of this Agreement.

If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Grantee in Project activities.

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate, which may include the following:

- a. Financial Analyst. The Financial Analyst will serve as the Grantee's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring. The Financial Analyst is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, the delivery schedule, Project Performance Period or other terms or conditions.
- b. Grant Manager. The Grant Manager will serve as the Grantee's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Regional Manager to facilitate effective Project delivery. The Grant Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this Agreement's monetary amount, Project Performance Period, or other terms and conditions.
- c. Regional Manager. The Regional Manager will be the Grantee's point of contact for the technical aspects of Project delivery. The Regional Manager coordinates Project deliverable review, evaluates Grantee technical assistance needs, and generally assesses Project progress and performance. The Regional Manager is not authorized to unilaterally change the Statement of Work, make any changes which affect this

Agreement's monetary amount, Project Performance Period, or other terms and conditions.

- d. Contact Information. FRA strongly prefers electronic submission of most documents (instructions for electronic submission are included under various requirements outlined in Part II of this attachment). If the Grantee must mail documentation, that documentation should be delivered to the Grant Manager at:

Federal Railroad Administration
Office of Railroad Policy and Development
Mail Stop 20
1200 New Jersey, SE
Washington, DC 20590
ATTN: (ASSIGNED GRANT MANAGER)

3. Grantee Responsibility and Authority:

The Grantee affirms that it had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and carry out the proposed Project. The Grantee further affirms that any required resolution, motion or similar action has been duly adopted or passed as an official act authorizing the filing of the Application, where applicable, including all understandings and assurances contained therein, and the entering into of this Agreement. The Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Agreement without the written approval of the FRA, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the FRA.

4. Project Scope, Schedule, and Budget:

The Grantee agrees to carry out, complete and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including the Approved Project Budget, the Statement of Work, the Approved Project Schedule, grant guidance, the Application as applicable, and all applicable laws, regulations, and published policies.

- a. Scope. The Grantee will furnish all personnel, facilities, equipment, and other materials and services, except as otherwise specified herein, that are necessary to complete the approved Project, in accordance with the representations, certifications and assurances set forth in the Grantee's Applications(s) as applicable, and any amendments thereto, incorporated herein by reference and made a part hereof.
- b. Schedule. The Grantee will complete this Project, as documented in the Statement of Work, within the Project Performance Period. Schedule and Project Performance

Period extension requests may be permitted, at the discretion of the FRA, subject to applicable law. The Grantee should request such an extension no later than 90 days prior to the Project Performance Period end date.

- c. Budget. The Grantee will complete the Project within the funding limits and parameters specified on the Agreement cover sheet and the Statement of Work.
 - 1) Project Costs and Funding Contributions. The Federal Contribution, Non-Federal Contribution and total estimated Project costs toward this Project are documented in sections 9, 10 and 11 of the Agreement cover sheet and may not be changed without a written request and justification from the Grantee, written approval from FRA, and an amendment or closeout to the Agreement. FRA will fund the Project at the lesser of the Federal Contribution or the Federal Contribution percentage of total Project costs, as reflected in sections 9, 10 and 11 of the Agreement cover sheet and the Statement of Work.
 - 2) Non-Federal Contribution. The Grantee is responsible for completing the Project, including providing the Non-Federal Contribution and any other funds necessary for completing the Project. The Grantee affirms that it will complete all actions necessary to provide the Non-Federal Contribution at or before the time that such funds are needed to meet Project expenses. The Grantee also affirms that it has sufficient funds available to assure operation and maintenance of items funded under this Agreement that it will own or control.
 - 3) Project Budget Detail. The Grantee agrees to carry out the Project according to the Approved Project Budget. The Grantee agrees to obtain the prior written approval from FRA for any revisions to this Approved Project Budget that equal or cumulatively exceed 10 percent of any budget line item (or pertain to a cost category involving contingency or miscellaneous costs), or amount to a reallocation of 10 percent or more of the total Approved Project Budget across cost categories.
- d. Property and Equipment.
 - 1) The Grantee will operate the property and equipment funded with this Agreement for the originally authorized purpose.
 - 2) If the Grantee is not the entity operating the property and/or equipment funded with this Agreement, then the Grantee represents that it will ensure the property and equipment funded with this Agreement will be used for the originally authorized purpose, if necessary, through appropriate arrangements with:
 - i. The entity or entities operating the property and/or equipment funded with this Agreement; and

- ii. If applicable, the owner of right-of-way used by the property and/or equipment funded with this Agreement.
- e. **Pre-Agreement Costs.** Grantee may request approval of Pre-Agreement costs incurred after the date of selection. Such a request must demonstrate the purpose and amount of the costs, and whether such costs serve as cost-sharing or matching funds. If FRA approves Pre-Agreement Costs, within the constraints described in the Statement of Work, the Grantee may seek reimbursement for these costs on or after the start of the Federal Funding Period specified on the Agreement cover sheet. Such costs are allowable for reimbursement only to the extent that they are otherwise allowable under the terms of this Agreement, and are consistent with 2 C.F.R. § 200.458.

5. Grant Amendments:

Other than close-out, modifications to this Agreement may be made only in writing, signed by an Authorized Representative for FRA and the Grantee, and specifically referred to as an amendment to this Agreement.

6. Flow Down Provisions:

The Grantee will ensure persons or entities that perform any part of the work under this Agreement, including subrecipients or Contractors, each as defined in 2 C.F.R. § 200.1, will comply with applicable federal requirements and federal guidance, and the applicable requirements of this Agreement. Grantee agrees that flowing down such requirements does not relieve it of any obligation to comply with the requirements itself.

For each of the Grantee's subawards or contracts to perform all or part of the work under this Agreement:

- a. The Grantee must include applicable grant regulations in the subaward or contract and ensure compliance with these provisions, including applicable provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R. Part 1201 *See* 2 C.F.R. § 200.101.
- b. The Grantee must include applicable federal statutory and regulatory requirements in the subaward or contract and ensure compliance with these requirements, including applicable limitations on use of federal funds.
- c. The Grantee must include any other applicable requirements of this Agreement in the subaward or contract and ensure compliance with these requirements.
- d. There will be provisions for the further flow down of the regulations and requirements in subsections (A) and (B) of this section to each subsequent subaward or subcontract, as required.

7. Successors and Assigns:

The Grantee is not authorized to assign this Agreement without FRA's express prior written consent.

8. Execution:

This Agreement may be executed by the Grantee and FRA in separate counterparts, each of which when so executed and delivered will be deemed an original.

9. Changed Conditions of Performance (Including Litigation):

The Grantee agrees to immediately notify FRA, in a written statement to the FRA Grant Manager, of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to immediately notify the FRA Grant Manager of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform the FRA Grant Manager in writing; this proviso applies to any type of litigation whatsoever, in any forum.

10. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement will continue in full force and effect to the extent not inconsistent with such holding.

11. Right of FRA to Terminate:

- a. The Grantee agrees that, upon written notice, FRA may suspend and/or terminate all or part of the Federal Contribution if:
 1. Grantee fails to meet or violates the terms, conditions and obligations specified under this Agreement;
 2. Grantee fails to make reasonable progress on the Project;
 3. Grantee fails to provide the Non-Federal Contribution;
 4. Grantee violates any other provision of this Agreement that significantly endangers substantial performance of the Project;
 5. FRA determines that the purposes of the statute(s) under which the Project is authorized or funded would not be adequately served by continuation of the Federal Contribution; or
 6. FRA determines that termination of this Agreement is in the public interest.
- b. In general, suspension and/or termination of any part of the Federal Contribution will not invalidate obligations properly incurred by the Grantee and concurred in by FRA

before the termination date; to the extent those obligations cannot be canceled. However, FRA reserves the right to require the Grantee to refund the entire amount of the Federal Contribution provided under this Agreement or any lesser amount as may be determined by FRA in its sole discretion, if FRA determines that the Grantee has willfully misused the Federal Contribution, including by:

1. Failing to make adequate progress
2. Failing to make reasonable use of the Project property, facilities, or equipment, or
3. Failing to adhere to the terms of this Agreement.

12. Term

This Agreement is in effect from the Effective Date until the end of the closeout period, regardless of whether FRA suspends or terminates all or part of the Federal Contribution provided herein. The expiration of any time period for performance or funding established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

The end of the closeout period of this Agreement does not affect continuing obligations under 2 C.F.R. Part 200, including those in 2 C.F.R. § 200.345. Any right or obligation of the parties in this Agreement or the closeout notification which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

PART III. GRANT MANAGEMENT TERMS AND CONDITIONS

Performance and Reporting Provisions

13. Deliverables and Products:

The Grantee will submit deliverables, including publications or other products, to FRA as stipulated in this Agreement. Substantive changes to the nature of the deliverables or significant timeline modifications require advanced written approval and may require an Amendment to this Agreement.

The Grantee will submit deliverables that adhere to all applicable laws, regulations, and FRA guidance within the timeframes established. In some instances, as articulated in the Statement of Work, the Grantee may be required to submit deliverables and obtain approval from FRA prior to continuing all or a portion of the work on the Project. Accordingly, the Grantee must account for FRA deliverable review time when planning work or submissions.

Whether for technical examination, administrative review, publication, or approval, all deliverable submissions will be of a professional quality and suitable for their intended purpose.

14. Quarterly Progress Reports:

The Grantee will submit one completed progress report quarterly (totaling four annually), in the form/format provided by FRA at <http://www.fra.dot.gov/Page/P0274>. For the duration of the Project Performance Period, the Grantee must report for the periods of: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31. The Grantee will furnish one copy of the completed progress report to the assigned FRA Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter for which the report is submitted.

The Grantee will complete the report in its entirety with the most accurate information available at the time of reporting. The Grantee must be able to support the information contained in its progress reports and ensure that the activities described in the report are commensurate with reimbursement requests and/or outlay figures reported for the quarter. This report will be consistent with 2 C.F.R. §§ 200.301 and 200.329.

15. Quarterly Federal Financial Reports:

The Grantee will submit the Federal Financial Report (Standard Form 425) on the same schedule as the required quarterly progress report (listed above). Reports should be submitted online through GrantSolutions. Reports will be submitted in accordance with the form's instructions. The final SF-425 is due within 120 days after the end of the Project Performance Period, but may be submitted as soon as all outstanding expenditures have been completed. The Grantee must be able to support the information contained in its financial reports and will ensure that all data included in the reports is accurate and consistent.

16. Interim and Final Performance Reports:

If required by the Statement of Work, the Grantee will submit interim reports at the intervals specified in the Statement of Work. The Grantee must submit a Final Performance Report via email to the FRA Grant Manager when the Project(s) funded through this Agreement are completed. The Grantee must complete closeout activities and submit reports, no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.

17. Project Completion and Closeout:

- a. **Final Documentation.** As soon as the funded Project(s) are complete, the Grantee will submit a final SF-425, a final Progress Report, a final Performance Report, and a final payment request. Closeout activities by Grantee, including submission of the referenced documents, must be completed no later than 120 days after the end of the Project Performance Period for this Agreement or the FRA termination date.
- b. **Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee will promptly remit that excess and interest

as may be required by section 20(f) of this Attachment.

- c. Closeout. Grantees should begin closeout procedures when their Project(s) is complete. The Project closeout period is complete when all of the following is complete: 1) the required Project work is complete; 2) all administrative procedures described in 2 C.F.R. Part 200 (all sections), as applicable, have been completed; and 3) when FRA either notifies the Grantee of closeout or when FRA acknowledges the Grantee's remittance of a proper refund. Project closeout will not invalidate any continuing obligations imposed on the Grantee by this Agreement, including 2 C.F.R. § 200.345, or by the FRA's final notification or acknowledgment.

18. Transparency Act Requirements—Reporting Subawards and Executive Compensation:

The Grantee will comply with the provisions of the Federal Funding Transparency and Accountability Act of 2006 (Pub. L. 109-282) and 2 C.F.R. Part 170, incorporated herein by reference and made part hereof. For more information, visit <https://www.fsrc.gov/>.

19. Recipient Integrity and Performance Matters

- a. General Reporting Requirement. If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the Project Performance Period, then the Grantee during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in subsection (b) of this section. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

- b. Proceedings About Which the Grantee Must Report.

Submit the information required about each proceeding that:

- 1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- 2) Reached its final disposition during the most recent five-year period; and
- 3) Is one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in subsection (e) of this section;

- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - An administrative proceeding, as defined in subsection (e) of this section, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in subsection (b)(3) of this section;
 - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
 - The requirement in this section to disclose information about the proceeding does not conflict with applicable laws and regulations.
- c. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section (b) of this section. The Grantee does not need to submit the same information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under federal procurement contracts that the Grantee was awarded.
- d. Reporting Frequency. During any period of time when the Grantee is subject to the requirement in subsection (a) of this section, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- e. Definitions. For purposes of this section:
- 1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- 2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- 3) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the federal share of the funding under any federal award with a Grantee; and
 - The value of all expected funding increments under a federal award and options, even if not yet exercised.

Financial Management Provisions

20. Payments:

- a. Request by the Grantee for Payment. The Grantee's request for payment of the Federal Contribution of allowable costs will be made to FRA and will be acted upon by FRA as set forth in this section. For states, payments are governed by Treasury/State CMIA agreements, and default procedures codified at 31 C.F.R. Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies. Non-states must comply with the provisions of 2 C.F.R. §200.305(b). To receive a Federal Contribution payment, the Grantee must:
 - 1) Demonstrate or certify that it has made a binding commitment of the Non-Federal Contribution, if applicable, adequate when combined with the Federal Contribution, to cover all costs to be incurred under the Project as of the date of the request. A Grantee required by federal statute or this Agreement to provide Non-Federal Contribution for the Project agrees:
 - i. to refrain from requesting or obtaining any Federal Contribution that is more than the amount justified by the Non-Federal Contribution that has been provided; and
 - ii. to refrain from taking any action that would cause the proportion of the Federal Contribution at any time to exceed the percentages authorized under this Agreement. The phasing or expenditure rate of the Non-Federal Contribution may be temporarily adjusted only to the extent expressly provided in writing by an Authorized Representative of FRA.
 - 2) Submit to FRA all financial and progress reports required to date under this Agreement; and

- 3) Identify the funding source(s) provided under this Project, if applicable, from which the payment is to be derived.
- b. Reimbursement Payment by FRA. Unless otherwise approved by FRA, FRA will disburse funds to the Grantee on a reimbursable basis, whereby the Grantee will be reimbursed for actual expenses incurred and paid, after the submission of complete and accurate invoices and payment records. The Grantee's request for payment will be made to FRA through the Department of Transportation's Delphi eInvoicing System and will be acted upon as set forth in this section.
- 1) Delphi eInvoicing System first-time users must obtain access to the System by contacting the Financial Analyst. Additional information on the System can be found at www.dot.gov/cfo/delphi-einvoicing-system.html.
 - 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, provided the Grantee: (i) is complying with its obligations under this Agreement; (ii) has satisfied FRA that it needs the requested Federal Contribution for the period covered by the payment request (as identified on the Standard Form 270 Request for Advance or Reimbursement (SF-270)); and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of the Federal Contribution.

The Grantee agrees to give a written, five-day notice to the assigned FRA Grant Manager for any payment request totaling \$50 million or more. Grantees should note that FRA is unable to process single payment requests greater than \$99,999,999. The Grantee agrees to adhere to and impose upon its subrecipients all applicable foregoing "Reimbursement Payment by FRA" requirements of this Agreement.

If the Grantee fails to adhere to the foregoing "Reimbursement Payment by FRA" requirements of this Agreement, FRA may withhold funding disbursements.

- c. Allowable Costs. FRA will reimburse the Grantee's expenditures, within the Federal Funding Period, only if they meet all of these requirements:
- 1) Conform to the Project description, the Statement of Work, the Approved Project Budget, and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;
 - 4) Be actual net costs to the Grantee (i.e., the price paid minus any applicable

credits, refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);

- 5) Be incurred (and be for work performed) within the Project Performance Period, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by federal statutes or regulation, conform to federal guidelines or regulations and federal cost principles, as set forth in 2 C.F.R. Subpart E § 200.400 – 200.476.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subrecipients and contractors.
- d. Disallowed Costs. Disallowed costs include the following:
- 1) Any Project costs incurred, activities undertaken, or work performed outside of the Project Performance Period, unless specifically authorized by FRA in writing, allowed by this Agreement, or otherwise permitted by federal law or regulation;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under this section does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal Contribution requested, FRA will notify the Grantee stating the reasons therefor. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Project closeout will not alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal Contribution to be made available under this Agreement, as needed, to satisfy any outstanding monetary claims that the federal government may have against the Grantee. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable federal cost principals or other written

federal guidance.

- e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA and consistent with 2 C.F.R. § 200.449, bond interest and other financing costs are allowable.
- f. Requirement to Remit Interest. The Grantee agrees that any interest earned by the Grantee on the Federal Contribution must be handled in accordance with 2 C.F.R. §200.305, and remittance back to the federal government must be made in accordance with the provisions thereof.

21. Accounting Procedures:

- a. Project Accounts. The Grantee will establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. §§ 200.302, 200.303, and 200.305.
- b. Funds Received or Made Available for the Project. Grantees other than states will follow the provisions of 2 C.F.R. § 200.305(b) with respect to the use of banks and other institutions as depositories of any advance payments that may be received under this Agreement. States will follow the provisions of 2 C.F.R. §200.305(a).
- c. Documentation of Project Costs and program income. All costs charged to the Project, including any approved services contributed by the Grantee or others, will be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee will also maintain accurate records of all program income derived from Project implementation.
- d. Checks, Orders, and Vouchers. The Grantee will ensure that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project are clearly identified with a Grant Agreement number, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

22. Program Income:

The Grantee is encouraged to earn income to defray Project costs, where appropriate, and should work with the assigned FRA Grant Manager to determine how this income may be applied to the grant, in accordance with 2 C.F.R. § 200.307 and 2 C.F.R. § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. Records of program income should be maintained consistent with subsection 21(c) of this Agreement.

Project Management Provisions

23. Environmental Protection:

- a. **Grantee Assistance.** Grantees must comply with the governing laws and regulations referenced in section 44(c) of this Attachment and may also be required to assist with FRA's compliance with applicable Federal laws, regulations, executive orders, and policies related to environmental review under the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and its implementing regulations (40 C.F.R. Part 1500 *et seq.*); FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545, and as updated in 78 FR 2713, January 14, 2013) or 23 C.F.R. Part 771, as applicable; Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 *et seq.*) and its implementing regulations (36 C.F.R. Part 800); Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.C. § 303(c)), and its implementing regulations (23 C.F.R. Part 774). In providing such assistance, FRA may require that the Grantee conduct environmental and/or historic preservation analyses and to submit documentation to FRA.
- b. **Timing of Grantee Action.** The Grantee may not expend any of the funds provided in this Agreement on construction activities or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until FRA has provided the Grantee with a written notice authorizing the Grantee to proceed. See 23 C.F.R. § 771.113(a).
- c. **Minimization, Avoidance and Mitigation Measures.** The Grantee must implement all measures to minimize, avoid, or mitigate adverse environmental impacts identified by FRA in the categorical exclusion, Finding of No Significant Impact, or Record of Decision for the Project. The Grantee must also implement any additional measures identified through all other environmental or historic preservation review processes conducted to support Project construction and operation (e.g., any commitments included in a Memorandum of Agreement executed pursuant to Section 106 of the NHPA).
- d. **Revisions to Minimization, Avoidance or Mitigation Measures.** The Grantee must provide FRA with written notice if it has not, or cannot, implement any of the minimization, avoidance or mitigation measures identified in subsection (c). Upon receiving such notice, FRA will provide the Grantee direction in writing, which may include substitute mitigation measures. FRA may also revise its categorical exclusion, Finding of No Significant Impact, or Record of Decision.

24. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following terms and conditions apply to property, equipment, and supplies funded under this Agreement:

- a. **General Federal Requirements.** The Grantee will comply with the property standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto, and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by FRA in writing. The Grantee will use Project real property, as defined in 2 C.F.R. § 200.1, in accordance with the Property Standards of 2 C.F.R. § 200.311. Notwithstanding 2 C.F.R. § 200.313, subrecipients of states will comply with 2 C.F.R. § 1201.313 with respect to the use, management and disposal of equipment acquired under this Agreement.
- b. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- c. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.
- d. **Transfer of Project Property, Equipment or Supplies.** The Grantee agrees that FRA may require the Grantee to transfer title to, or direct the disposition of, any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as required by 2 C.F.R. §§ 200.311 – 200.316.
- e. **Withdrawn Property, Equipment or Supplies.** If any Project property, equipment, or supplies are not used for the Project for the duration of their useful lives, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies will be in accordance with 2 C.F.R. §§ 200.311 – 200.316.
- f. **Encumbrance of Project Property or Equipment.** Unless expressly authorized in writing by FRA, the Grantee agrees not to:
 - 1) Execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would dispose of or encumber the Grantee's title or other interest in any Project property or equipment; or
 - 2) Obligate itself in any manner to any third party with respect to Project property or equipment. The Grantee will refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Grantee's continuing control over the use of Project property or equipment.

25. Relocation and Land Acquisition:

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.* and the U.S. DOT implementing regulations, 49 C.F.R. Part 24.

26. Flood Hazards:

The Grantee agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any construction or acquisition project.

27. Procurement:

- a. Federal Standards. The Grantee may acquire property, goods or services in connection the Project. If the Grantee is a state, then it will use its own procurement procedures that reflect applicable state laws and regulations in compliance with 2 C.F.R. § 200.317. A subrecipient of a state will follow such policies and procedures allowed by that state when procuring property and services under this award consistent with 2 C.F.R. § 1201.317, notwithstanding 2 C.F.R. § 200.317. An entity that is not a state or a subrecipient of a state will comply with 2 C.F.R. §§ 200.318 – 200.327, and applicable supplementary U.S. DOT or FRA directives and regulations. If determined necessary for proper Project administration, FRA reserves the right to review the Grantee's technical specifications and requirements.
- b. Cargo Preference -- Grantee will comply with the U.S. DOT Maritime Administration regulations, 46 C.F.R. Part 381 as follows:
 - 1) Use of United States-flag vessels:
 - Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this Agreement, and which may be transported by ocean vessel, will be transported on privately owned United States-flag commercial vessels, if available.
 - Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section will be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- 2) The Grantee will insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project.

“Use of United States-flag vessels: The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

- c. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal Contribution that will be used to finance the acquisition; and
- 2) express said amount as a percentage of the total costs of the planned acquisition.

- d. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third-party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Nonprocurement Suspension and Debarment, 2 C.F.R. Part 1200, and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

- e. Small and Disadvantaged Business Requirements. The Grantee shall expend all funds under this award in compliance with the requirements at 2 C.F.R. § 200.321

(“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”), and to the extent applicable, 49 C.F.R. Part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).

28. Rights in Intangible Property:

- a. Title to Intangible Property. Intangible property, as defined in 2 C.F.R. § 200.1, acquired in the performance of this Agreement vests upon acquisition in the Grantee. The Grantee must use that property for the originally-authorized purpose, and must not encumber the property without approval of FRA. When no longer needed for the originally-authorized purpose, disposition of the intangible property must occur in accordance with the provisions of 2 C.F.R. § 200.313(e).
- b. Copyright. The Grantee may copyright any work that is subject to copyright and was developed or for which ownership was acquired under this Agreement. FRA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so.
- c. Patents. The following provisions will apply to patents under this Agreement:
 - 1) The Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”.
 - 2) If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its subrecipients or contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, nonexclusive, and irrevocable license to use and to authorize others to use the patented device or process.
- d. Research Data. For any research data (as defined in 2 C.F.R. § 200.315(e)(3)) acquired under a grant or contract, FRA has the right to:
 - 1) Obtain, reproduce, publish, or otherwise use the research data produced under this Agreement; and
 - 2) Authorize others to receive reproduce, publish, or otherwise use such data.
- e. Freedom of Information Act (FOIA). Responding to a FOIA request under this Agreement will be handled in accordance with the provisions of 2 C.F.R. § 200.315(e), including any definitional provisions set forth therein. The “Federal awarding agency” is FRA, and the “non-Federal entity” is the Grantee

for purposes of this clause.

29. Acknowledgment of Support and Disclaimer:

- a. Acknowledgement and Disclaimer. An acknowledgment of FRA support and a disclaimer of said support must appear in any Grantee publication developed under a research and development grant, or any other product based on or developed under the Agreement as directed by FRA, whether copyrighted or not, in the following terms:
 - 1) "This material is based upon work supported by the Federal Railroad Administration under [Grant/Cooperative Agreement number], [date of award]."
 - 2) "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Railroad Administration and/or U.S. DOT."
- b. Signs. The Grantee is encouraged to erect at the site of any construction, and to maintain during construction, signs identifying the Project and indicating that FRA is participating in the development of the Project.

30. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to the FRA Grant Manager, clearly referenced with the appropriate identifying information.

Documentation and Oversight Provisions

31. Record Retention:

During the course of the Project and for three years after notification of grant closeout, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. In cases where litigation, a claim, or an audit is initiated prior to the expiration of the record retention period, records must be retained until completion of the action and resolution of issues or the end of the record retention period, whichever is later. Reporting and record-keeping requirements are set forth in 2 C.F.R. §§ 200.334 – 200.338. Project closeout does not alter these requirements.

32. Audit and Inspection.

- a. General Audit Requirements. The Grantee will comply with all audit requirements of 2 C.F.R. §§ 200.500 – 200.512.
- b. Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their Authorized Representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors and subrecipients pertaining to the Project.

33. Fraud, Waste or Abuse:

The Grantee agrees to take all steps, including initiating litigation, if necessary, to recover the Federal Contribution if the FRA determines, after consultation with the Grantee, that all or a portion of such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project.

34. Site Visits:

FRA, through its Authorized Representatives, has the right, at all reasonable times, to make site visits to review Project activities, accomplishments, and management control systems and to provide such technical assistance as may be required. If any site visit is made by FRA under this Agreement on the premises of the Grantee, contractor, beneficiary or subrecipient, the Grantee will provide, or will ensure the provision of all reasonable facilities and assistance for the safety and convenience of FRA representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly delay work being conducted by the Grantee or any subrecipient.

35. Safety Compliance:

To the extent applicable, the Grantee agrees to comply with any Federal regulations, laws, or policy and other guidance that FRA or U.S. DOT may issue pertaining to safety in general, and in the performance of this Agreement, in particular.

36. Electronic and Information Technology:

The Grantee agrees that reports or information it provides to or on behalf of FRA will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. Part 1194.

Other Legislative and Regulatory Provisions

37. Buy American:

- a. The Grantee's acquisition of steel, iron and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable. The Grantee also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.
- b. Under 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Grantee will include the requirements of 2 C.F.R. § 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

38. Ethics:

- a. Standards of Conduct. The Grantee will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal Contribution provided through this Agreement. The code or standards will provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subrecipients or contractors. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by subrecipients or their agents.
 - 1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by the Federal Contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and

apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

- b. Existing Codes or Standards. This section does not require the Grantee to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the elements of Section 38(a) of this Attachment.

39. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 42 U.S.C. § 2000d *et seq.*, the DOT Title VI regulations at 49 C.F.R. part 21, which prohibits discrimination on the basis of race, color or national origin; (b) the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the DOT ADA regulations at 49 C.F.R. parts 37-38, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and the DOT regulations at 49 C.F.R. part 27, which prohibits discrimination on the basis of disability; (c) the Age Discrimination in Employment Act, as amended (42 U.S.C. §§ 621 – 634), and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of sex; (e) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (f) any nondiscrimination regulation implemented relating to the above stated statutes; (g) any nondiscrimination Executive Order implemented relating to the above stated statutes; (h) any U.S. DOT Order implemented relating to nondiscrimination, and (i) any other applicable federal laws, regulations, requirements, and guidance prohibiting discrimination.

40. SAM Registration and DUNS Number:

The Grantee is responsible for maintaining an active SAM Registration and Data Universal Numbering System (DUNS) Number and ensuring that all SAM/DUNS information is current throughout the lifecycle of this Agreement, in accordance with 2 C.F.R. § 25.200(a)(2). If SAM/DUNS information becomes inactive, expired, or incorrect, the Grantee will not be able to do any grant-related business with FRA, including the obligation and/or payment of Federal grant funds, and FRA may take appropriate action to terminate this Agreement, in accordance with the terms of this Agreement.

41. Freedom of Information Act:

The FRA is subject to the Freedom of Information Act (FOIA). The Grantee should, therefore, be aware that all applications and related materials submitted by the Grantee related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

42. Text Messaging While Driving:

The Grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies that bar text messaging while driving company-owned or –rented vehicles, or government-owned, leased, or rented vehicles or privately-owned vehicles when on official government business or when performing any work for or on behalf of the government. *See* Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT Order 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP- 2010-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf). This includes, but is not limited to, the Grantee:

- considering new rules and programs or re-evaluating existing programs to prohibit text messaging while driving;
- conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving; and
- encouraging voluntary compliance with the agency’s text messaging policy while off duty.

The Grantee is encouraged to insert the substance of this clause in all assistance awards.

Where a Grantee is located within a state that already has enacted legislation regarding texting while driving, that state’s law controls and the requirements of this section will not apply to or be a part of this Agreement.

43. Trafficking in Persons:

- a. Provisions applicable to a recipient that is a private entity.
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. part 1200.
- c. Provisions applicable to any recipient.
 - 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

- 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1) “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- 2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- 3) “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

ii. Includes:

(a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(b) A for-profit organization.

- 4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

- 5) “Recipient” and “subrecipient” include for-profit entities for the purpose of this award term only.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

Grant, cooperative agreement, and loan recipients are prohibited from using government funds to enter into subawards or contracts (or extend or renew subawards or contracts) with entities that use covered technology. See section 889

of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, 132 Stat. 1636, 1917 (Aug. 13, 2018). See also 2 C.F.R. § 200.471.

PART IV. GOVERNING LAWS AND REGULATIONS

45. Governing Laws and Regulations:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Grantee acknowledges and agrees that its performance will be governed by and in compliance with this Agreement, 2 C.F.R. §§ 200 – 200.521, including Appendices I – XI, and DOT’s implementing regulations at 2 C.F.R. Part 1201.
- b. Application of Federal, State, and Local Laws and Regulations.
 - 1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices in place on the date this Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing federal requirements, the Grantee agrees to include in all subawards and contracts financed with all or part of the Federal Contribution under this Agreement, specific notice that Federal requirements may change and the changed requirements will apply to the Project, as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.
 - 2) State, Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state, territorial, or local law, nothing in this Agreement will require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable state, territorial, or local law; however, if any of the provisions of this Agreement violate any applicable state, territorial, or local law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable state, territorial, or local law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project.
 - 3) The Grantee will ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including but not limited to, those protecting free speech,

religious liberty, public welfare, the environment, and prohibiting discrimination. Further, the Grantee will ensure compliance with all regulations, executive orders, policies, guidance, and requirements as they relate to the application, acceptance, and/or use of funds under this Agreement which may include, but are not limited to, those referenced in this Agreement.

c. Environmental Protection. In addition to complying with the requirements described in Section 23 of this Attachment, the Grantee will ensure that all work conducted under this Agreement complies with all applicable laws, regulations, executive orders, and policies related to environmental protection and historic preservation, including, but not limited to: Section 114 of the Clean Air Act (42 U.S.C. § 7414); and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318).

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	Departments of Transportation and Housing and Urban Development, and Related Agencies Appropriations Act, 2010 Conference Report, H.R. 3288, pp. 413 and 517 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.
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].

CCRMA 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 CCRMA 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 CCRMA 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.
- CCRMA – UP Project Agreement (REIMBURSEMENT AGREEMENT PRELIMINARY ENGINEERING AND LEGAL EXPENSES - UPRR REMS Project 783045) 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 CCRMA – 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
- Cameron County
- 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	CCRMA - UP Project Agreement (REIMBURSEMENT AGREEMENT PRELIMINARY ENGINEERING AND LEGAL EXPENSES - UPRR REMS Project 783045)	Submitted prior to Agreement execution
1	Final Performance Report	Within 120 days after the Project Performance Period end date
2	Draft NEPA documentation	

Task#/ Subtask #	DELIVERABLE NAME	DUE DATE
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 \$188,541. 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	\$0	\$8,541	\$8,541
2	Environmental Review	\$0	\$75,000	\$75,000
3	Engineering Design	\$400,000	\$105,000	\$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.