

THE STATE OF TEXAS           §  
COUNTY OF CAMERON       §

BE IT REMEMBERED on the 9th day of March 2023, 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 P.M.

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  
  
VACANT POSITION  
DIRECTOR

---

The Meeting was called to order by Chairman Parker, at 12:05 P.M. 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 6<sup>th</sup> day of March 2023 at 8:27 A.M.

---

**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

None.

---

## **ACTION ITEMS**

### **2-A Consideration and Approval of the February 16, 2023 Special Meeting Minutes.**

Director Esparza moved to approve the February 16, 2023, Special 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.

Director Garza moved to acknowledge the Claims as presented. The motion was seconded by Director Esparza 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.

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

**The Claims are as follows:**

---

### **2-D Consideration and Approval of Supplemental Work Authorization Number 4 to Work Authorization Number 5 with S&B Infrastructure for East Loop Property Title Services.**

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

### **2-E Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Los Fresnos for the City of Los Fresnos Hike and Bike Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over explained the need for Approval of the Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Los Fresnos for the City of Los Fresnos Hike and Bike Project.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Los Fresnos for the City of Los Fresnos Hike and Bike Project. The motion was seconded by Director Garza and carried unanimously.

**The Interlocal is as follows:**

---

**2-F Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the Outer Parkway Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over and explained the need for approval of the Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the Outer Parkway Project. Mr. Sepulveda informed the board that the interlocal had been reviewed by legal and staff recommends approval.

Secretary Nelson moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the Outer Parkway Project. The motion was seconded by Director Esparza and carried unanimously.

**The Interlocal is as follows:**

---

**2-G Consideration and Approval of a Professional Service Agreement between the Cameron County Regional Mobility Authority and Ethos Engineering for the Cameron County Parks Administration Building.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for approval of a Professional Service Agreement between the Cameron County Regional Mobility Authority and Ethos Engineering for the Cameron County Parks Administration Building. Mr. Sepulveda informed the board that the agreement would be funded by the Cameron County Parks Department. Mr. Sepulveda also informed the board that the agreement had been drafted by legal and staff recommends approval.

Director Esparza moved to approve the Professional Service Agreement between the Cameron County Regional Mobility Authority and Ethos Engineering for the Cameron County Parks Administration Building. The motion was seconded by Director Garza and carried unanimously.

**The Agreement is as follows:**

---

**2-H Discussion and Possible Action regarding the close out of the Cameron County Parks Administration Building and Approval of Substantial Completion.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the close out of the Cameron County Parks Administration Building and Approval of Substantial Completion. Mr. Sepulveda informed the board that the project was completed under budget and that Cameron County had approved the substantial completion and staff recommends approval.

Director Esparza moved to approve the close out of the Cameron County Parks Administration Building and Approval of Substantial Completion. The motion was seconded by Secretary Nelson and carried unanimously.

**The Substantial Completion is as follows:**

---

## ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 12:21 P.M.

APPROVED this 31<sup>st</sup> day of march 2023.

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

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





**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**  
**March 09, 2023**  
**12:00 Noon**

**PUBLIC COMMENTS:**

1. Public Comments.

**ITEMS FOR DISCUSSION AND ACTION:**

2. Action Items.
  - A. Consideration and Approval of the February 16, 2023, Special Meeting Minutes.
  - B. Acknowledgement of Claims.
  - C. Approval of Claims.
  - D. Consideration and Approval of Supplemental Work Authorization Number 4 to Work Authorization Number 5 with S&B Infrastructure for East Loop Property Title Services.
  - E. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Los Fresnos for the City of Los Fresnos Hike and Bike Project.
  - F. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the Outer Parkway Project.
  - G. Consideration and Approval of a Professional Service Agreement between the Cameron County Regional Mobility Authority and Ethos Engineering for the Cameron County Parks Administration Building.
  - H. Discussion and Possible Action regarding the close out of the Cameron County Parks Administration Building and Approval of Substantial Completion.

**ADJOURNMENT:**

Signed this 6<sup>th</sup> day of March 2023.

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

**Frank Parker, Jr.**  
**Chairman**

**NOTE:**

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

**2-B      ACKNOWLEDGEMENT OF CLAIMS.**

# Claims for Acknowledgement



## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims March 3, 2023

### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Feb 2023	\$ 2,278.04	Credit Card Charges Feb	Indirect	Y	Local	Ope
Chairman Frank Parker Jr	Travel FP 2.21.23	1,093.04	Travel Expense Chairman FP 2.21.23	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 2/23	25.97	Bottled Water Delivery Feb 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	230540051117737	40.42	Electricity Ste 7 Feb 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	230540051117738	128.19	Electricity Ste 3 Feb 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	230540051117739	56.06	Electricity Ste 5 Feb 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	230540051117740	80.01	Electricity Ste 4 Feb 2023	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 2.28.23	282.96	Travel Reimbursement AG 2.28.23	Indirect	Y	Local	Ope
Ericka Trevino	Travel ET 2.28.23	305.15	Travel Reimbursement ET 2.28.23	Indirect	Y	Local	Ope
iCheckU Drug and Alcohol Testing Services	808	60.00	Background Check LG 2.14.23	Indirect	Y	Local	Ope
Republic Services	0863-002332293	136.03	Waste Container March 2023	Indirect	Y	Local	Ope
Staples Business	338922	66.39	Office supplies 2.25.23	Indirect	Y	Local	Ope
Staples Credit Plan	41228	287.95	Office Supplies 2.15.23	Indirect	Y	Local	Ope
		<u>4,840.21</u>					

### Oper Interlocal

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Green, Rubiano & Associates, Inc.	8595	\$ 7,875.00	CC Park Admn Windstorm Inspection Dec 2022	CC - Administration Building & Parking Lot	Y	Local	Ope
		<u>7,875.00</u>					



# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Feb 2023	\$ 598.97	Credit Card Charges Feb	Indirect	Y	Local	Toll
Culligan of the Rio Grande Valley	320895 2/23	57.95	Bottled Water Delivery Feb 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	230540051117631	335.36	Electricity Tolls Feb 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	230540051117741	303.59	Electricity 1895 Fm 511 #1 Feb 2023	FM1847 - SH550	Y	Local	Toll
Direct Energy Business, LLC	230600051151322	209.45	Electricity 570 Fm 511 Feb 2023	Direct Connectors - SH550	Y	Local	Toll
Gexa Energy, LP	33453381	151.03	Electricity 1505 Fm 511 & 1705 Fm 511 Feb 2023	Direct Connectors - SH550	Y	Local	Toll
Prisciliano Delgado	10743	250.00	Lawn Care Feb 2023	Indirect	Y	Local	Toll
Public Utilities Board	600710 2/23	143.43	Electricity 1100 Fm 511 Hwy Bro, TX Feb 2023	Direct Connectors - SH550	Y	Local	Toll
Toshiba Financial Services	41808422	296.86	Printer Tolls Feb 2023	Indirect	Y	Local	Toll
		<u>2,346.64</u>					

Operations	\$ 4,840.21
Oper Interlocal	7,875.00
Tolls	2,346.64
Total Transfer	<u>\$ 15,061.85</u>

Reviewed by:

Monica R. Ibarra,  
Accountant

*Monica R. Ibarra* 3.3.23

Victor J. Barron,  
Controller

*Victor J. Barron* 3.3.23

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 03 03 23



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims February 14, 2023**

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Star Systems America, LLC	361	\$ 21,669.00	Fuego Zenith Tag Qty 11000	Indirect	Y	Local	Toll
Star Systems America, LLC	366	600.24	Fuego Zenith Tag Qty 11000	Indirect	Y	Local	Toll
		<u>22,269.24</u>					

Tolls	\$ 22,269.24
Total Transfer	<u>\$ 22,269.24</u>

Reviewed by:

Monica R. Ibarra,  
Accountant

*Monica R. Ibarra* 2.14.23

Victor J. Barron,  
Controller

DocuSigned by:  
*Victor Barron* 2/14/2023

Pete Sepulveda Jr,  
Executive Director

DocuSigned by:  
*Pete Sepulveda, Jr* 2/14/2023



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Claims February 16, 2023

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	I-69 Alliance FY2023	\$ 300.00	Sponsorship I-69 Alliance Austin Day	Indirect	Y	Local	Ope
Loomacres Wildlife Management	15323	1,545.00	FAA and ICAO Airport Wildlife/BASH Mgmt Mark Iglesias	Indirect	Y	Local	Ope
S&B Infrastructure, LTD	U2716.331-04	3,174.30	Whipple Rd Schematics December 2022	Whipple Road	Y	Local	Restri
Superior Alarms	Final Pmt 645864	830.62	Alarm Final Payment 3470 Carmen Ave	Indirect	Y	Local	Ope
Charter Communications	0121858020923	1,161.02	Internet/Phones Feb 2023	Indirect	Y	Local	Ope
		<u>7,010.94</u>					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	144952	\$ 161.90	English and Spanish Rack Cards	Indirect	Y	Local	Toll
Carbonics, INC	Ref CI 1.11.23	16.67	Refund for Carbonics 1.11.23	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486023SI01754	14,274.00	Toll System Maintenance Support Nov 2022	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486023SI01755	14,274.00	Toll System Maintenance Support Dec 2022	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	500655570	963.95	Fuego Promo Items	Indirect	Y	Local	Toll
Cash	Petty Cash 2.14.23	58.00	Petty Cash	Indirect	Y	Local	Toll
Charter Communications	0121858020923	1,161.02	Internet/Phones Feb 2023	Indirect	Y	Local	Toll
Charter Communications	2868066020323	258.10	Ethernet Intrastate 8066 Feb 2023	Direct Connectors - SH550	Y	Local	Toll
		<u>31,167.64</u>					

Operations \$ 7,010.94  
Tolls 31,167.64  
Total Transfer \$ 38,178.58

Reviewed by:

Monica R. Ibarra,  
Accountant

Victor J. Barron,  
Controller

Pete Sepulveda Jr.,  
Executive Director

*[Signature]* 2.16.23  
*[Signature]* 2.17.23  
*[Signature]* 02.17.23



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims February 24, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	685638	\$ 199.08	Employee supplemental insurance Feb 2023	Indirect	Y	Local	Ope
Amazon	Amazon Jan 2023	480.33	Amazon Jan 2023	Indirect	Y	Local	Ope
Burton McCumber & Longoria, LLP	01146947	10,000.00	Audit FY2022	Indirect	Y	Local	Ope
CheckMark	119054	55.92	Time Clock Service Jan 2023	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 1.31.23	34.19	Travel Reimbursement MRI Jan 2023	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 12.22.22	48.63	Travel Reimbursement MRI Dec 2022	Indirect	Y	Local	Ope
Gexa Energy, LP	33447404	46.09	Electricity Ste 6 Feb 2023	Indirect	Y	Local	Ope
Ice Qube, Inc.	111943	10,454.21	Spare A/C Unit	Indirect	Y	Local	Bond Pro
Kapsch TrafficCom USA, Inc	486023SI01927	9,566.08	Milestone D-3 WA # 5	Indirect	Y	Local	Bond Pro
Lone Star Shredding Document Storage	1984573	112.50	Shredding Services Feb 2023	Indirect	Y	Local	Ope
North American Strategy for Competitiveness	INV-001211	500.00	NASCO Annual Membership FY2023	Indirect	Y	Local	Ope
		<u>31,497.03</u>					




**Tolls**

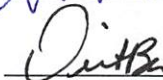
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon	Amazon Feb 2023	\$ 199.10	Office Equipment Feb 2023	Indirect	Y	Local	Toll
Amazon	Amazon Jan 2023	574.65	Office Equipment Jan 2023	Indirect	Y	Local	Toll
Eduardo J. Trevino	Travel EJT 2.14.23	26.00	Travel Reimbursement EJT 2.14.23	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20230131	113.43	Address and Name Lookup Jan 2023	Indirect	Y	Local	Toll
Matus Contractor Company	544	9,500.00	Grass, garbage, herbicide Alton Gloor to SH48	Indirect	Y	Local	Toll
Nexstar Broadcasting, Inc.	3789412-2	480.00	Project Roadblock 2022 KVEO	Indirect	Y	Local	Toll
Nexstar Broadcasting, Inc.	3789425-2	50.00	Project Roadblock 2022 SVEO	Indirect	Y	Local	Toll
Nexstar Broadcasting, Inc.	3789439-2	115.00	Project Roadblock 2022 KGBT	Indirect	Y	Local	Toll
NSA Property Holdings. LLC d/b/a Move It Storage- North 77th	Unit #242 Mar 2023	243.00	Storage Unit #242 March 2023	Indirect	Y	Local	Toll
Public Utilities Board	588837 2/23	240.64	Electricity 180042 SH550 Bro, TX	Port Spur - SH550	Y	Local	Toll
Richard Ludwig	Ref Fuego RL 2.10.23	40.65	Fuego Acet Refund RL Feb 2023	Indirect	Y	Local	Toll
Charter Communications	0879673021523	320.37	Ethernet Intrastate 9673 Feb 2023	Direct Connectors - SH550	Y	Local	Toll
William Quellhorst	Refund DV WQ 2.10.23	2.00	TxTag DV Refund Requet William Quellhorst Jan 2023	Indirect	Y	Local	Toll
		<u>11,904.84</u>					
	Operations	\$ 31,497.03					
	Tolls	<u>11,904.84</u>					
	Total Transfer	<u>\$ 43,401.87</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

 2.24.23

Victor J. Barron,  
Controller

 2.24.23

Pete Sepulveda Jr,  
Executive Director

 2.26.23

**2-C    APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims March 9, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TML Health Benefits Pool	PCAMERO62303	\$ 9,640.07	Employee Health Benefits March 2023	Indirect	Y	Local	Ope
		<u>9,640.07</u>					

**Operations Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
A&I Custom Manufacturing LLC	2023-001 #2	\$ 180,975.00	Benavides Park Mountain Bike Trail Feb 2023	Mountain Bike Trail	Y	Local	Restri
GDJ Engineering	2023-055	20,210.05	South Williams Rd February	S. Williams Road	Y	Local	Ope
S&B Infrastructure, LTD	U2716.220-07	60,676.19	CC Admin Bldg & Parking Lot Feb 2023	CC - Administration Building & Parking Lot	Y	Local	Ope
Texas Department of Transportation Trust Fund	AFA Dana Road	113,837.00	AFA Dana Road Fm 3248 to Fm 802 CSJ#0921-06-330	Dana Road- City of Brownsville	Y	Local	Ope
		<u>375,698.24</u>					

Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2300022	\$ 6,788.45	Maintenance and Support Pharr Bridge Feb 2023	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		6,788.45					

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
InfoSend, Inc.	231065	\$ 31,981.86	Printing and Mailing Service Feb 2023	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62303	7,070.38	Employee Health Benefits March 2023	Indirect	Y	Local	Toll
TollPlus LLC	US2300022	16,389.71	Maintenance and Support Feb 2023	Indirect	Y	Local	Toll
		55,441.95					
	Operations	\$ 9,640.07					
	Oper Interlocal	375,698.24					
	Tolls Interlocal	6,788.45					
	Tolls	55,441.95					
	Total Transfer	\$ 447,568.71					

Reviewed by:

Victor J. Barron,  
Controller

DocuSigned by:

Victor Barron

3/3/2023

DocuSigned by:

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda, Jr

3/3/2023



**2-D      CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK  
AUTHORIZATION NUMBER 4 TO WORK AUTHORIZATION  
NUMBER 5 WITH S&B INFRASTRUCTURE FOR EAST LOOP  
PROPERTY TITLE SERVICES.**

**TABLED**

**2-E      CONSIDERATION AND APPROVAL OF AN INTERLOCAL  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND THE CITY OF LOS FRESNOS FOR THE  
CITY OF LOS FRESNOS HIKE AND BIKE PROJECT.**

STATE OF TEXAS            )  
  )  
CAMERON COUNTY         )

**INTERLOCAL COOPERATION AGREEMENT**


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

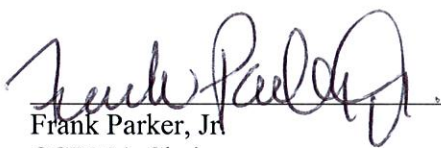
1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA, to develop Preliminary Engineering and Environmental documents as well as Plans, Specifications, and Estimates, and complete any project development activities required to develop the project to a Ready-to-Let Status for construction. This project has Category 7 funds for Construction at the Rio Grande Valley Metropolitan Planning Organization in addition to the local funds listed in this agreement being used to expedite project development.
2. **PROJECT TO BE COMPLETED:** To advance the Los Fresnos Hike and Bike Trail Projects throughout the City to a Ready-to-Let Status with TxDOT. Project Limits are Circles the City of Los Fresnos.
3. **CCRMA HEREBY AGREES TO:**
  - a. Utilize one of the CCRMA’s consultants to develop engineering/design plans within existing ROW, coordinate utility adjustments, and conduct environmental studies, and public involvement.
  - b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as design and engineering and coordination with any state and federal agencies on any issues arising during the environmental phase and design and engineering.
  - c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
  - d. Provide monthly progress reports of activities to the CITY.
  - e. Provide for consultations with the environmental agencies.
  - f. Locally let the project through the CITY utilizing CCRMA staff and consultants.
  - g. CCRMA will serve as Project Manager.
4. **CITY HEREBY AGREES TO:**
  - a. To provide necessary funding for preliminary engineering, survey, and PS&E activities further outlined in Exhibit A.
  - b. To provide funding for any local match for design, construction engineering, and construction required by TxDOT.
  - c. Sections 4(a) and 4(b) provide for obligations independent of any obligation of another local governmental entity.
  - d. To provide the necessary local match funding for the engineering, design, construction, and construction engineering of hike and bike trail.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

6. Any payment made by either party will be made from current revenues of the paying party.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30-day termination notice is given by either CCRMA or CITY.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employee personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are reasonably required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't Code Section 791.025 to the extent applicable.
10. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF LOS FRESNOS CITY COMMISSION.

Executed on this 9<sup>th</sup> day of March 2023.

Attested by:

  
Arturo A. Nelson  
CCRMA Secretary

  
Frank Parker, Jr.  
CCRMA Chairman

Attested by:

  
Jacqueline Moya  
City Secretary

  
Alejandro Flores  
Los Fresnos City Mayor



**2-F      CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND CAMERON COUNTY FOR THE OUTER PARKWAY PROJECT.**

STATE OF TEXAS       )(  
                                  )(  
CAMERON COUNTY       )(

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Interlocal Cooperation Agreement") is entered into by and between the CAMERON COUNTY, 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, whereby:

**WHEREAS**, the CCRMA is a regional mobility authority created pursuant to the request of COUNTY and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

**WHEREAS**, the CCRMA, and the COUNTY, are each units of "local government" as defined in TEX. GOV'T CODE § 791.003(4); and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that local governments may contract with each other for the performance of governmental functions and services, administrative functions as well as the purchase of goods and services in which the contracting parties are mutually interested; and

**WHEREAS**, the CCRMA and the COUNTY hereby find that this Interlocal Cooperation Agreement will increase the efficiency and effectiveness of the CCRMA and the COUNTY, as contemplated by TEX. GOV'T CODE § 791.001; and

**WHEREAS**, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

**WHEREAS**, the COUNTY and the CCRMA hereby find that the services pursuant to this Interlocal Agreement are reasonably required and that this Interlocal Agreement includes an agreement between the CCRMA and the COUNTY pursuant to TEX. GOV'T CODE § 791.025 to the extent applicable.

**NOW, THEREFORE**, the COUNTY and the CCRMA agree to the following terms:

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To authorize the CCRMA to complete the final environmental document (EA) and schematics for the Outer Parkway Project as well as negotiations with U.S. Army Corps of Engineers, Coast Guard, USFWS, TPWD and other state and federal agencies including coordination with TxDOT as well as any other coordination required by TxDOT.
2. **PROJECT TO BE COMPLETED:** To complete the final environmental document (EA) for the Outer Parkway Project and coordinate approval of environmental clearance with TxDOT.

3. CCRMA HEREBY AGREES TO:

- a. To coordinate with the Texas Department of Transportation (TxDOT) the necessary approvals for environmental document (EA) and schematics and coordinate with any state and federal agencies, including U.S. Army Corps of Engineers, Coast Guard, USFWS, TPWD and other agencies on any issues arising during the environmental phase.
- b. To provide monthly progress reports of activities to the COUNTY.
- c. To Coordinate with TxDOT the approval of Environmental clearance.

4. COUNTY HEREBY AGREES TO:


- a. To provide funding in the amount of \$3,000,000.00.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the Party.
6. Any payment made by either party will be made from current revenues of the paying party. The funds for the above-mentioned work will be provided by the COUNTY. The CCRMA and COUNTY hereby find that the foregoing goods and services are reasonably required for the Outer Parkway Project.
7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and, CCRMA. This Interlocal Cooperation Agreement expires upon the first to occur of when the Projects are completed, or a 30-day termination notice is given by either COUNTY or CCRMA.
8. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.
9. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

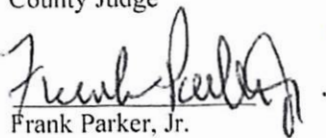
Executed on this 14 day of MARCH, 2023.

Attested by:

  
Sylvia Garza Perez  
County Clerk

  
Arturo A. Nelson  
Secretary

  
Eddie Treviño, Jr.  
County Judge

  
Frank Parker, Jr.  
CCRMA Chairman

**2-G      CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICE  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND ETHOS ENGINEERING FOR THE CAMERON COUNTY  
PARKS ADMINISTRATION BUILDING.**

## **PROFESSIONAL SERVICES AGREEMENT**

**WHEREAS**, the Cameron County Regional Mobility Authority (the “Authority”) wishes to contract with Ethos-Holistique Holdings, L.L.C. d/b/a Ethos Engineering (the “Engineer”) to provide certain professional engineering services for the Authority; and,

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

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

**WHEREAS**, this Professional Services Agreement (the “Agreement”) between the Authority and the Engineer is hereby entered into and agreed to as of the 9th day of March, 2023 (the “Effective Date”);

**NOW, THEREFORE**, the parties agree, as follows:

### **1.0 Definitions.**

- 1.1 Authority.** Any reference herein to the “Authority” shall be interpreted to mean the same as the Cameron County Regional Mobility Authority.
- 1.2 Engineer.** Any reference herein to the “Engineer” shall be interpreted to mean the same as Ethos-Holistique Holdings, L.L.C. d/b/a Ethos Engineering.
- 1.3 The Agreement.** The Agreement is comprised of the Agreement, the Exhibits listed and referenced herein, and all formal changes to any of those documents by addendum or other agreement signed by the Authority and the Engineer. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. Services required by any page, part, or portion of the Agreement shall be deemed to be required as if called for in the whole Agreement and no claim for extra Services shall be based upon the fact that the description of the Services in question is incomplete.
- 1.4 Services.** Any reference herein to the “Services” shall be interpreted to mean the same as those certain professional engineering services for the Project described on **Exhibit 1** attached hereto and incorporated by reference.
- 1.5 Project.** Any reference herein to the “Project” shall be interpreted to mean the same as the Cameron County Isla Blanca Park Administrative Building Project.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.



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

### **3.0 Compensation.**

- 3.1** The total not-to-exceed (NTE) value of the Agreement is the amount of Fourteen Thousand and 00/100 Dollars (\$14,000.00) to be paid in accordance with the provisions herein. The Engineer exceeds the NTE amount at its own risk. The Authority reserves the right to amend this amount (increase/decrease) at any time during the Agreement when the Authority determines, in its sole discretion, that doing so is in its best interests. The foregoing right includes the Authority requiring the Engineer to modify the Services by executing an amendment or other supplemental agreement.
- 3.2** Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

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

- 4.1** The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 4.2** The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.
- 4.3** The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its request for payment. The Authority shall have the right, however, upon demand, to make a detailed examination, audit, or inspection of the Engineer's books and records for the purpose of verifying the accuracy and completeness of such information. In the event the Authority determines that the Engineer has been paid any sums not due, then such sums shall be reimbursed by the Engineer to the Authority within two (2) Working Days of written demand by the Authority.

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

- 5.1** The Engineer shall be solely responsible for providing supervision and oversight to all of the Engineer's personnel.
- 5.2** The Engineer agrees to submit a status report to the Authority at least one (1) time every ten (10) business days during the term of this Agreement in addition to any scheduling and reporting requirements under the Agreement.



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

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

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

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

Ethos Engineering  
Attn: Guillermo Quintanilla, Managing Member  
1126 South Commerce  
Harlingen, Texas 78550

## **7.0 Additional Considerations.**

- 7.1 Severability.** The invalidity of any provision of the Agreement, as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.
- 7.2 Applicable Laws.** THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF CAMERON COUNTY, TEXAS.
- 7.3 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 7.4 Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement and by any subsequent approval by the Authority of any subcontractor or subconsultant, that approval in no way waives the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.
- 7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 7.6 Independent Contractor.** The Engineer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall



be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

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

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

**7.10 Indemnification.**

**7.10.1** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW TO THE EXTENT THEY ARE FOUND TO BE CAUSED BY A NEGLIGENT ACT, ERROR, OR OMISSION OF THE ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUBCONSULTANTS. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.

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

**7.10.3** Any money due to the Engineer under and by virtue of the Agreement, which the Authority believes must be withheld from the Engineer to protect

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

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

**7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the Engineer pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.

**7.12 Assignment/Transfer.** The Engineer shall not assign or transfer any of its rights or interest under the Agreement without first obtaining the Authority's prior written consent to such assignment or transfer. Whether to provide such prior written consent shall be in all respects within the Authority's sole and absolute discretion.

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

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

**8.0 Exhibits.**

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

**8.1.1 Exhibit 1.** Proposal from the Engineer

**8.1.2 Exhibit 2.** Insurance Requirements

**8.2** To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision more favorable to the Authority shall control.

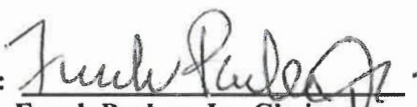
**9.0 CERTIFICATIONS.** Each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein.

**ETHOS-HOLISTIQUE HOLDINGS, L.L.C. d/b/a ETHOS ENGINEERING**

By:   
Guillermo Quintanilla, Managing Member

Date: 3/14/2023

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Frank Parker, Jr., Chairman

Date: March 9, 2023





## PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

January 26, 2023

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

Dear Mr. Garcia:

We propose to render Building Commissioning Services to Cameron County Regional Mobility Authority in connection with the Mechanical and Electrical systems per IECC (See attached Exhibit A) of the project Cameron County Isla Blanca Administration Building.

Based on our understanding of the project our fee schedule is as follows:

*A. Commissioning Phase (per IECC 2015 code) for Lighting & HVAC  
= Fixed Fee - \$14,000.00*

CX Scope (See attached Exhibit A):

- CX testing and verification is limited to 6 months after date of Substantial Completion. This period would include change in seasons test.
- CX Agent will perform functional testing of all systems included in the CX scope of work.
- CX Agent will deliver two in-progress CX Issues Logs, and one final CX Issues Log, detailing history and completion status of all CX-identified issues.
- At 6 months after date of Substantial Completion, or upon earlier completion of CX issues, Commissioning Agent will assemble a final CX report which will include a final CX Issues Log, and a listing of incomplete items, should any still remain.
- Resolution of incomplete CX issues will be Owner's responsibility.
- Owner or Contractor may request a proposal for additional CX services to verify completion of items or to extend services.

These services are being provided through the engineering services contract between Cameron County Regional Mobility Authority and the Owner. The general conditions of the architectural services agreement with the Owner shall extend to these services.

Please review and call me if you have any questions. If you are in agreement, please return a signed copy of this letter for our records. If a signed copy of the agreement is not returned to Ethos then it will be mutually agreed when the first paid invoice for said project will be our binding contract of proposal acceptance.

A handwritten signature in blue ink, appearing to read 'Guillermo Quintanilla'.

Guillermo Quintanilla, Principal  
Ethos Engineering  
Date: 01-26-2023

Contracting Officer  
CCRMA  
Date:

## EXHIBIT A: COMMISSIONING - ATTACHMENTS

### ***ATTACHMENT: CONSTRUCTION PHASE COMMISSIONING***

International Energy Conservation Code (IECC) 2015 calls for commission of building mechanical systems in Section C403 and electrical power and lighting systems in Section C405. Section C408 covers the mandatory commissioning requirements. See attachment for our scope of work. In brief, our scope includes:

- Commissioning specifications
- Commissioning kick off meeting
- Preliminary Commissioning Report
- Commissioning Plan
- Pre-functional checklists for HVAC, HVAC controls, Lighting and Lighting Controls
- Functional testing of HVAC, HVAC controls, Lighting and Lighting Controls
- Review and documentation assistance O&Ms, start-up reports, training materials
- Coordination of training sessions
- Final Commissioning Report to Owner

### ***COMMISSIONING SCOPE OF WORK***

- A. Organize the commissioning process components and conduct a pre-construction meeting where the commissioning process requirements are reviewed with the commissioning team.
- B. Coordinate and direct commissioning activities in a logical, sequential, and efficient manner using consistent protocols, clear and regular communications and consultations with all necessary parties, frequently updated timelines, schedules, and technical expertise.
- C. Perform site visits, as necessary, to observe component and system installations. Accomplish a statistical review of construction focusing on the owner's project requirements and the design intent and the quality process. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction-meeting minutes for revisions/substitutions relating to the owner's design intent. Assist in resolving any discrepancies.
- D. With necessary input, assistance, and review from the installing contractors and suppliers, develop and write construction checklists. Submit to contractor and owner for approval.
- E. Organize and conduct periodic commissioning team meetings necessary to plan, refine the scope, coordinate, schedule activities, and resolve problems.
- F. Equipment documentation is submitted to the CxA during normal submittals, including detailed functional testing and start-up procedures. The CxA may request additional product data, as necessary.

CxA develops start-up plans and start-up documentation formats using submittal documentation submitted by the subcontractors. The checklists include installation checks, sensor calibration, and simple operational checks. With necessary assistance and review from installing contractors, write the test procedures. Submit to contractor and owner for review and approval. Subcontractors execute and document the pre-functional checklists and perform startup and initial checkout. The CxA performs periodic site visits during installation and start-up to verify pre-functional activities. The CxA will witness startup of selected equipment.



- G. Work with contractors in completing construction checklists and tracking of checklist completion.
- H. Functional Testing: CxA develops specific equipment and system functional performance test procedures. The tests rely on the subcontractors to correctly complete pre-functional checklists. These tests thoroughly verify the project's control sequences, commissioned system operation, and may include failure analysis for more complex systems. The subcontractors review the procedures and verify that they will correct items found deficient during functional testing. The subcontractors perform the functional tests with the CxA witnessing, and documenting the results. Subcontractors are responsible for setting up any trend logs that use the building's control system. The CxA analyzes this data, and installs portable data loggers to gather data that is not recorded by a building's automation system. Items of non-compliance are corrected at the sub-contractors expense and the system is re-tested. Functional testing is completed before substantial completion.
- I. Coordinate witness and recommend approval of test procedure performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
- J. Recommend approval of air systems balancing through statistical sampling of the report and separate field verification.
- K. Maintain a master issues log and a separate testing record. Provide to the contractor and owner written progress reports and test results with recommended actions.
- L. Document the correction and retesting of non-compliance items by the subcontractors.

#### ***POST CONSTRUCTION PHASE SERVICES INCLUDED***

After installation inspections and performance verification items have been completed, CxA will tabulate results into a Commissioning Report and distribute to Owner for in-person review. Report will include at a minimum:

- A. Executive summary that includes the entire commissioning process including observations, conclusions, and identification of any outstanding items.
- B. History of any system deficiencies identified and how they were resolved, including any outstanding issues or seasonal testing scheduled for a later date.
- C. System performance tests results and evaluations.
- D. CxA confirmation that all systems meet owner's project requirements, basis of design and contract documents.

## EXHIBIT 2 – INSURANCE REQUIREMENTS

The Engineer shall maintain the following insurance coverage during the term of the Agreement and shall name the Authority as an “additional insured” on the following insurance coverage:

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 \$500,000 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 Agreement and the extended reporting period may not be less than five (5) years following the completion date of the Agreement.
2. **Business Automobile Liability Insurance.** Such coverage shall be a combined single limit of not less than \$500,000 for bodily injury and property damage.
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.
4. By signing the Agreement, the Engineer certifies compliance with all applicable laws, rules, and regulations pertaining to worker’s compensation insurance. This certification includes all subcontractors. The Engineer shall pay all deductibles stated in the policy.
5. **Certificates/Endorsements.** The Engineer shall provide 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 the Authority. 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. Each insurance company shall be acceptable to the Authority and must have a rating in the current Best’s of at least A:XIII. Failure to maintain the above-referenced insurance coverage, including naming the Authority as an additional insured during the term of the Agreement shall constitute a material breach thereof.

**2-H     DISCUSSION AND POSSIBLE ACTION REGARDING THE CLOSE OUT OF  
THE CAMERON COUNTY PARKS ADMINISTRATION BUILDING AND  
APPROVAL OF SUBSTANTIAL COMPLETION.**



**AIA®**

# Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Cameron County Parks Administration Building 22248 State Park Rd., South Padre Island, Texas	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: March 17, 2022	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: February 23, 2023
<b>OWNER:</b> <i>(name and address)</i> Cameron County Regional Mobility Authority 3461 Carmen Avenue Rancho Viejo, Texas 78575	<b>ARCHITECT:</b> <i>(name and address)</i> Gomez Mendez Saenz, Inc.  1150 Paredes Line Rd. Brownsville, Texas 78521	<b>CONTRACTOR:</b> <i>(name and address)</i> Noble Texas Builders  435 S Texas Blvd. Weslaco, Texas 78596

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

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

Entire Project

Gomez Mendez Saenz,  
Inc.

ARCHITECT *(Firm Name)*

  
SIGNATURE

Mr. Roan G. Gomez, AIA,  
Project Architect

PRINTED NAME AND TITLE

February 24, 2023

DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

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

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

### WORK TO BE COMPLETED OR CORRECTED

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

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

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

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

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

Entire Project

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

Noble Texas Builders

CONTRACTOR *(Firm Name)*

Cameron County Regional  
Mobility Authority

OWNER *(Firm Name)*

  
SIGNATURE  
  
SIGNATURE

Juan Delgado

PRINTED NAME AND TITLE

Frank Parker, Jr., Chairman

PRINTED NAME AND TITLE

February 24, 2023

DATE

March 9, 2023

DATE

# ISLA BLANCA PARK

## Administration Building

### BUYOUT LOG

DESCRIPTION	SUBCONTRACTOR	BUDGET	ACTUAL	SAVINGS/ OVERUN	NOTES
Site Demolition	Noble	\$ 20,000.00	\$ 16,416.83	\$ 3,583.17	
Ribbon Cutting	Noble	\$ -	\$ 2,000.00	\$ (2,000.00)	
Daily Housekeeping	Noble	\$ 20,800.00	\$ 29,731.24	\$ (8,931.24)	
Final Cleaning	All Pro Cleaning	\$ -	\$ 4,966.00	\$ (4,966.00)	
Layout & Dimension Control	Noble	\$ 8,200.00	\$ 2,406.00	\$ 5,794.00	
Layout & Dimension Control	South Texas Point		\$ 3,800.00	\$ (3,800.00)	
Dewatering	Noble	\$ 12,000.00	\$ 2,189.22	\$ 9,810.78	
Termite Control		\$ 1,200.00	\$ -	\$ 1,200.00	In concrete Scope
Pavement Markings-Subcontract	Discount Striping	\$ 7,985.00	\$ 6,450.00	\$ 1,535.00	
Asphalt Pavers	Noble	\$ -	\$ 6,000.00	\$ (6,000.00)	Road asphalt repairs
Landscaping and irrigation	Vista Verde	\$ 99,936.00	\$ 109,736.00	\$ (9,800.00)	
All Concrete	J Salazar	\$ 404,194.00	\$ 402,983.00	\$ 1,211.00	
Concrete Accessories		\$ 11,132.00	\$ -	\$ 11,132.00	In concrete Scope
Miscellaneous Steel - Material (bik)	Noble	\$ 1,195.00	\$ 2,054.89	\$ (859.89)	
Structural Metals	Southern Steel	\$ 381,403.00	\$ 389,276.00	\$ (7,873.00)	
Metal Canopies	Bowman	\$ 10,447.00	\$ 10,280.00	\$ 167.00	
Steel Ladder	Noble	\$ 3,775.00	\$ 3,775.00	\$ -	
Wood Blocking	Noble	\$ -	\$ 23,773.21	\$ (23,773.21)	
Millwork	BND	\$ 29,450.00	\$ 29,450.00	\$ -	
Thermal Protect. Insulation EIFS	RGV Alliance	\$ 189,456.00	\$ 172,770.00	\$ 16,686.00	
All Roofing	TADCO	\$ 119,605.00	\$ 117,005.00	\$ 2,600.00	
Roof Hatch	Noble	\$ 2,065.00	\$ 1,300.86	\$ 764.14	
Doors & Hardware	AD8	\$ 103,531.00	\$ 101,940.00	\$ 1,591.00	
Doors & Hardware	Palm View Doors	\$ 8,850.00	\$ 6,450.00	\$ 2,400.00	
Entrances & Storefronts	Texas Glass	\$ 96,500.00	\$ 93,000.00	\$ 3,500.00	
Gypsum Wallboard	Marek	\$ 405,550.00	\$ 395,130.00	\$ 10,420.00	
Flooring - Subcontract	Intertech	\$ 66,554.00	\$ 56,176.00	\$ 10,378.00	
Paints & Coatings	South Texas Paint	\$ 114,230.00	\$ 83,791.00	\$ 30,439.00	
Specialty Accessories	Noble	\$ 12,760.00	\$ 16,570.00	\$ (3,810.00)	
Motorized shades and blinds	Noble	\$ 17,300.00	\$ 24,100.00	\$ (6,800.00)	
Monument Sign	Fast Signs	\$ 85,919.00	\$ 83,857.00	\$ 2,062.00	
Fire Extinguishers/Cabinets LA		\$ 1,950.00		\$ 1,950.00	Included in specialties accessories
Fire Extinguishers/Cabinets - MA		\$ 3,900.00	\$ -	\$ 3,900.00	Included in specialties accessories
Fire Protection	Fire Systems of Texas	\$ 52,208.00	\$ 50,493.00	\$ 1,715.00	
Elevators	TKE	\$ 73,980.00	\$ 86,095.00	\$ (12,115.00)	
All Plumbing	Farrell Plumbing	\$ 179,055.00	\$ 177,485.00	\$ 1,570.00	
All HVAC	Temp. Control	\$ 382,000.00	\$ 379,000.00	\$ 3,000.00	
Piping Insulation (AL Jacketing)	JC South	\$ 3,000.00	\$ 3,700.00	\$ (700.00)	
Testing and Balance	TABFX	\$ 4,950.00	\$ 4,950.00	\$ -	
All Electric	Metro	\$ 372,442.00	\$ 373,001.00	\$ (559.00)	
Utilities	Saenz Utilities	\$ 94,684.00	\$ 67,056.00	\$ 27,628.00	
Building Pad-Paving	D&J Site Construction	\$ 324,149.00	\$ 319,160.00	\$ 4,989.00	
Fences	American Fence	\$ 4,020.00	\$ 22,897.00	\$ (18,877.00)	
Utility Tap Fees	Noble	\$ 22,456.00	\$ 22,242.00	\$ 214.00	
		\$ -		\$ 49,374.75	

<b>BASE CONTRACT AMOUNT / PURCHASE ORDER</b>	<b>\$4,489,938.00</b>
--	-----------------------

<b>ADDITIONS TO PURCHASE ORDER AMOUNT</b>	
---	--

Contract Changes-Noble	\$59,416.00
Windstorm Inspection-Green, Rubiano	\$35,000.00
Building Commissioning	<b>\$14,000.00</b>

<b>ADDITIONS TOTAL:</b>	<b>\$108,416.00</b>
-------------------------	---------------------

<b>BALANCE BACK TO OWNER AT CONCLUSION</b>	
--	--

Contingency Balance	\$34,859.37
Testing allowance balance	\$1,000.00
Paving allowance balance balance	\$3,654.00
buyout savings 50/50; 49,894.75 / 2	\$24,947.38

<b>SAVINGS TOTAL:</b>	<b>\$64,460.75</b>
-----------------------	--------------------

Additions less Savings	
Net Add	<b>\$43,955.26</b>

Cameron County Parks Administration Building  
Contractor: Noble Texas Builders, LLC  
Notice to Proceed: April 13, 2022

PROJECT COST SUMMARY through Feb. 22, 2023

ORIGINAL CONTRACT AMOUNT:

\$4,489,938.00

CONTRACT NET ADD:

\$59,416.00

FINAL CONTRACT AMOUNT:

\$4,549,354.00

CO No.	CHANGE ORDERS	ADD ( + )	DEDUCT ( - )	CONTRACT AMOUNT	Noble CPR No.	CCRMA Board
1	Fire Hydrant Assembly (requested by Fire Marshal)	\$9,500.00		\$4,499,438.00	1	app'd 5/11/22
2	AEP utility relocations	\$33,896.00		\$4,533,334.00	4	app'd 5/26/22
4	Add slurry for piers	\$53,820.00		\$4,587,154.00	5	app'd 7/27/22
3	Delete Windstorm from Noble Contract		\$35,000.00	\$4,552,154.00		app'd 6/30/22
4	Credit for deleted light pole		\$2,800.00	\$4,549,354.00	7	app'd 7/27/22
			\$0.00	\$4,549,354.00		
		\$97,216.00	\$37,800.00	\$59,416.00		