

THE STATE OF TEXAS                   §  
COUNTY OF CAMERON               §

BE IT REMEMBERED on the 26<sup>th</sup> day of October 2023, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:  
12:00 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  
  
JULIE GUERRA-RAMIREZ  
DIRECTOR (ABSENT)

=====

The Meeting was called to order by Chairman Parker, at 12:01 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 23<sup>RD</sup> day of October 2023 at 09:45 A.M.

\_\_\_\_\_

**PUBLIC COMMENTS**

1       **PUBLIC COMMENTS**  
  
None.



## **ACTION ITEMS**

### **2-A Consideration and Approval of the September 29, 2023, Meeting Minutes**

Secretary Nelson moved to approve the September 29, 2023, Special Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

### **2-B Acknowledgement of Claims.**

Mr. Victor Barron, RMA Chief Financial Officer went over the Claims and presented them into the record.

Director Esparza 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 Chief Financial Officer went over the Claims and presented them into the record. Mr. Barron read in the following invoices: RRP Consultant Engineers for SH 550 Gap II for Inv.# 2U-2716.400-17 for an amount of \$29,007.85 and for SpawGlass for Veteran's International Bridge POV Project, Inv# 14 for an amount of \$775,004.49.

Director Esparza moved to approve the Claims as presented along with the two additional claims for RRP Consultants Engineers and SpawGlass. The motion was seconded by Director Garza and carried unanimously.

**The Claims are as follows:**

---

### **2-D Consideration and Possible of the Financial Statements and Budget Amendments for the Month of September 2023.**

Mr. Victor Barron, RMA Chief Financial Officer, went over the Financial Statement and Budget Amendments for the month of September 2023. Mrs. Janett Huerta, Tolls Administrator, went over the Toll Operation report for the month of September 2023. Chairman Parker advise if there was any way that we can get a call back feature on the new phone system to avoid having missed calls. Janett advised that she will check with the phone provider and see if that can happen. Director Esparza also advised if the CCRMA had any insurance in case our system was hacked. Mr. Pete Sepulveda, Jr., Executive Director, advised that he will get with Mr. Victor Barron to look into the insurance.

Director Esparza moved to approve the Financial Statements and Budget Amendments for the month of September 2023. The motion was seconded by Secretary Nelson and carried unanimously.



**2-E 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 Veteran's Bridge DAP Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need to approve the Payment of Invoices and Release of Checks to Noble Texas Builders for an estimated amount of \$15,588.40, and SpawGlass for an estimated amount of \$1,300,000 for the Cameron County Parks Administration Building and the Veteran's Bridge DAP Project.

Director Garza moved to approve the Payment of Invoices and Release of Checks to Noble Texas Builders for an amount of \$15,588.40, and SpawGlass for an amount of \$1,300,000 for the Cameron County Parks Administration Building and the Veteran's Bridge DAP Project. The motion was seconded by Director Esparza and carried unanimously.

**2-F Consideration and Approval of the Amended and Restated Cameron County Regional Mobility Authority Personnel Policies and Procedures.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need for approval of the Amended and Restated Cameron County Regional Mobility Authority Personnel Policies and Procedures. Mr. Sepulveda went over the changes of the policy that had been approved by legal.

Secretary Nelson moved to approve the Amended and Restated Cameron County Regional Mobility Authority Personnel Policies and Procedures. The motion was seconded by Director Esparza and carried unanimously.

**2-G Consideration and Approval of the Amended Cameron County Regional Mobility Authority's Toll Policies Business Rules.**

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board for the need of approval of the Amended Cameron County Regional Mobility Authority's Toll Policies Business Rules.

Director Esparza moved to approve the Amended Cameron County Regional Mobility Authority's Toll Policies Business Rules. The motion was seconded by Director Garza and carried unanimously.

**2-H Consideration and Approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates Regarding the Riverfront Development Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need of approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates regarding the Riverfront Development Project.

Secretary Nelson moved to approve a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates regarding the Riverfront Development Project. The motion was seconded by Director Esparza and carried unanimously.

**2-I Discussion and Possible Action regarding the FM 509 Project from FM 508 to FM 1599**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the letter from Mr. Michael T. Leary from the Federal Highway Administration advising that the proposed changes for the project are not supported by the current Functional Classification guidance and principles. Mr. Sepulveda advised that they would continue with the Schematics and environmental documents on the project. Mr.



Sepulveda recommended that a letter be sent to TxDOT requesting the CAT 2 funds be reprogrammed to the FM 1846 (Williams Road) Project.

Secretary Nelson motioned to approve to continue working on the FM 509 Project from Cameron County Regional Mobility Authority Cost Allocation Policy and that a letter be sent to TxDOT requesting the reprogramming of the CAT 2 funds to the FM1846 (Williams Road) Project. The motion was seconded by Director Esparza and carried unanimously.

**2-J Consideration and Approval of Change Order No. 6 with SpawGlass for the Veteran's Bridge at Los Tomates Donation Acceptance Program Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need of approval of Change Order No. 6 with SpawGlass for the Veteran's Bridge at Los Tomates Donation Acceptance Program Project. Mr. Sepulveda advised that the Change Order had already been approved by the Cameron County Commissioners Court on October 24, 2023.

Director Garza motioned to approve Change Order No. 6 with SpawGlass for the Veteran's Bridge at Los Tomates Donation Acceptance Program Project. The motion was seconded by Director Esparza and carried unanimously.

**2-K Consideration and Approval of Amendment No. 3 to the Professional Services Agreement Between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C., for the Veteran's Bridge Donation Acceptance Program Project Construction Engineering Inspection Services.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need of approval of Amendment No. 3 to the Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C., for the Veteran's Bridge Donations Acceptance Program Project Construction Engineering Inspection Services. Mr. Sepulveda advised that the agreement had already been approved by the Cameron County Commissioners Court on October 24, 2023.

Director Esparza motioned to approve Amendment No. 3 to the Professional Services Agreement between the Cameron County Regional Mobility Authority and R.R.P. Consulting Engineers, L.L.C., for the Veteran's Bridge Donations Acceptance Program Project Construction Engineering Inspection Services. The motion was seconded by Secretary Nelson and carried unanimously.

**2-L Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 39 with R.R.P. Consulting Engineers, L.L.C. for the SH 48 Master Plan.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need of approval for Supplemental Work Authorization No. 1 to Work Authorization No. 39 with R.R.P. Consulting Engineers, L.L.C., for the SH 48 Master Plan.

Director Esparza motioned to approve Supplemental Work Authorization No. 1 to Work Authorization No. 39 with R.R.P. Consulting Engineers, L.L.C. for the SH 48 Master Plan. The motion was seconded by Director Garza and carried unanimously.

**2-M Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 26 with R.R.P. Consulting Engineers, L.L.C., for the Development of the SPI 2<sup>nd</sup> Access Traffic Update.**

Mr. Pete Sepulveda, RMA Executive Director, advised the board for the need of approval of Work



Authorization No. 1 to Work Authorization No. 26 with R.R.P. Consulting Engineers, L.L.C., for the Development of the SPI 2<sup>nd</sup> Access Traffic Update.

Secretary Nelson motioned to approve Authorization No. 1 to Work Authorization No. 26 with R.R.P. Consulting Engineers, L.L.C., for the Development of the SPI 2<sup>nd</sup> Access Traffic Update. The motion was seconded by Director Garza and carried unanimously.

**Director Garza motioned to go into Executive Session @ 1:00pm. The motion was seconded by Director Esparza and carried unanimously.**

**3. EXECUTIVE SESSION**

**3-A Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the SPI 2<sup>nd</sup> Causeway Project, Pursuant to V.T.C.A. Government Code, Section 551.071 (1).**

**3-B Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with Insurance Claim Related to SH 550 Northbound Director Connector. Pursuant to V.T.C.A. Government Code, Section 551.071.**

Secretary Nelson motioned to come back from Executive Session @ 1:31 pm. The motion was seconded by Director Esparza and carried unanimously.

**4. Possible Action Relative to Executive Session**

**4-A Possible Action**

Director Garza moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Secretary Nelson and carried unanimously.

**4-B Possible Action**

Secretary Nelson moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.



## ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Garza and carried unanimously, the meeting was **ADJOURNED** at 1:32 P.M.

---

APPROVED this 27th day of November 2023.

  
CHAIRMAN FRANK PARKER, JR.

ATTESTED:

  
ARTURO A. NELSON, SECRETARY





**IMPROVING MORE THAN JUST ROADS**

**AGENDA**

**Regular Meeting of the Board of Directors  
of the  
Cameron County Regional Mobility Authority  
3470 Carmen Avenue, Suite 5  
Rancho Viejo, Texas 78575  
October 26, 2023  
12:00 Noon**

**PUBLIC COMMENTS:**

**1. Public Comments.**

**ITEMS FOR DISCUSSION AND ACTION:**

**2. Action Items.**

- A. Consideration and Approval of the September 29, 2023, Special Meeting Minutes.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of September 2023.**
- E. 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.**
- F. Consideration and Approval of the Amended and Restated Cameron County Regional Mobility Authority Personnel Policies & Procedures.**
- G. Consideration and Approval of the Amended Cameron County Regional Mobility Authority's Toll Policies Business Rules.**
- H. Consideration and Approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and JWH & Associates Regarding the Riverfront Development Project.**
- I. Discussion and Possible Action Regarding the FM 509 Project from FM 508 to FM 1599.**
- J. Consideration and Approval of Change Order No. 6 with SpawGlass for the Veterans Bridge at Los Tomates Donation Acceptance Program Project.**



**K. Consideration and Approval of Amendment No. 3 to the Professional Services Agreement Between the Cameron County Regional Mobility Authority and R.R.P., Consulting Engineers, L.L.C. for the Veterans Bridge Donation Acceptance Program Project Construction Engineering Inspection Services.**

**L. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 39 with R.R.P. Consulting Engineers, L.L.C. for the SH 48 Master Plan.**

**M. Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 26 with R.R.P. Consulting Engineers, L.L.C. for the Development of the SPI 2<sup>nd</sup> Access Traffic Update.**

**3. Executive Session.**

**A. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the SPI 2<sup>nd</sup> Causeway Project, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).**

**B. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with Insurance Claim Related to SH 550 Northbound Director Connector, Pursuant to V.T.C.A., Government Code, Section 551.071.**

**4. Action Relative to Executive Session.**

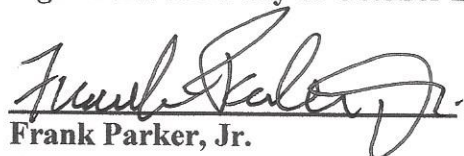
**A. Possible Action.**

**B. Possible Action.**



**ADJOURNMENT:**

Signed this 23rd day of October 2023.

A handwritten signature in black 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 October 13, 2023

### Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
SpawGlass Contractors, Inc.	3022054 #13	\$ 1,452,241.92	Veterans Bridge POV Expan July 2023	CC- Veterans Bridge	Y	Local	Tolls
		<u>1,452,241.92</u>					
	Tolls	\$ 1,452,241.92					
	Total Transfer	<u>1,452,241.92</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

*MR. Ibarra* 10.13.23

Victor J. Barron,  
Controller

*Victor Barron* 10.13.23

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 10.13.23





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims October 13, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1KKL-C9VY-XCCX	\$ 1,729.58	Office Supplies Admin/Tolls Sept 2023	Indirect	Y	Local	Ope
Border Trade Alliance	BTA Fall Board	2,500.00	Sponsorship BTA Fall Board Meeting	Indirect	Y	Local	Ope
CheckMark	119054 9/23	50.93	Time Clock Sept 2023	Indirect	Y	Local	Ope
JWH and Associates, Inc.	2023	3,250.00	North Railroad Alternatives Sept 2023	North Rail Relocation	Y	Local	TRZ
Lone Star Shredding Document Storage	1991121	112.50	Shredding Services Sept 2023	Indirect	Y	Local	Ope
MPC Studios, Inc	33426	275.00	Website Hosting October 2023	Indirect	Y	Local	Ope
PEDRO	Reimb PSJ 9.30.23	1,858.97	Reimbursement Travel & Misc PSJ Sept 2023	Indirect	Y	Local	Ope
SEPULVEDA JR.							
Staples Business Credit	1651340381	1,972.19	Office Supplies Admin & Tolls August 2023	Indirect	Y	Local	Ope
Temp Control, Inc.	301981	575.00	Replaced copper and filter dryer Ste 6	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	2123	5,375.00	Legal Services Sept 2023	Indirect	Y	Local	Ope
Toshiba Financial Services	43291213	311.23	Printer Admin October 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 9/23	35.00	Water & Wastewater Ste 7 Sept 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 9/23	34.81	Water & Wastewater Ste 6 Sept 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 9/23	35.00	Water & Wastewater Ste 4 Sept 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 9/23	34.73	Water & wastewater Ste 3 Sept 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 9/23	34.47	Water & Wastewater Ste 8 Sept 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 9/23	34.85	Water & Wastewater Ste 5 Sept 2023	Indirect	Y	Local	Ope
		<u>18,219.26</u>					

**Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates, Inc.	1923	\$ 2,250.00	Gateway Bridge LPOE Sept 2023	CC - Gateway Bridge	Y	Local	Restri
		<u>2,250.00</u>					




**Tolls**


Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1KKL-C9VY-XCCX	\$ 195.82	Office Supplies Admin/Tolls Sept 2023	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1012114	674.70	Out of State DMV Records Sept 2023	Indirect	Y	Local	Toll
FRANCISCO J SANMIGUEL	Travel CC FSM 7-9	834.47	Reimbursement CC FSM July- Sept 2023	Indirect	Y	Local	Toll
FRANCISCO J SANMIGUEL	Travel Pharr FSM 12	255.00	Reimbursement Pharr FSM	Indirect	Y	Local	Toll
FRANCISCO J SANMIGUEL	Travel Pharr FSM 9	734.91	Reimbursement Pharr FSM	Indirect	Y	Local	Toll
iCheckU Drug and Alcohol Testing	871	60.00	Background Test Cameron Ramirez	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20230930	116.83	Address and Name Lookup Sept 2023	Indirect	Y	Local	Toll
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 10/23	317.00	Storage Unit #923 October 2023	Indirect	Y	Local	Toll
PEDRO SEPULVEDA JR.	Reimb PSJ 9.30.23	491.53	Reimbursement Travel & Misc PSJ Sept 2023	Indirect	Y	Local	Toll
Staples Business Credit	1651340381	325.23	Office Supplies Admin & Tolls August 2023	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 9/23 Ref	48.49	Water & Wastewater Tolls Sept 2023	Indirect	Y	Local	Toll
William Quellhorst	DV WQ 10.10.23	19.50	Refund TxTag DV William Quellhorst	Indirect	Y	Local	Toll
		<u>4,073.48</u>					
	Operations	\$ 18,219.26					
	Interlocal Agree	2,250.00					
	Tolls	<u>4,073.48</u>					
	Total Transfer	<u>24,542.74</u>					

Reviewed by:


Monica R. Ibarra,  
Accountant

 10.13.23

Victor J. Barron,  
Controller

 10.13.23

Pete Sepulveda Jr.,  
Executive Director

 10.13.23





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims October 6, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	2023 I-69 Silver	\$ 1,000.00	I-69 Annual Meeting Silver Sponsorship	Indirect	Y	Local	Ope
American Express	AMEX Sept 2023	699.63	Credit Card Charges Sept 2023	Indirect	Y	Local	Ope
CheckMark	119054 8/23	65.90	TimeClock Services Aug 2023	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 9/23	73.91	Bottled Water Delivery Sept 2023	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG Sept 2023	122.49	Travel Reimbursement AG Sept 2023	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	68	12,000.00	Consulting Services Aug 2023	Indirect	Y	Local	Ope
Rio Grande Valley Partnership	6586	1,000.00	Membership Investment FY2024	Indirect	Y	Local	Ope
Verizon Wireless	9945148519	75.98	Internet Hotspot Sept 2023	Indirect	Y	Local	Ope
		<u>15,037.91</u>					



# Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
All-Pro Landscaping	56	\$ 2,829.50	Removal of Existing Landscaping and Install New	Indirect	Y	Local	Toll
American Express	AMEX Sept 2023	180.77	Credit Card Charges Sept 2023	Indirect	Y	Local	Toll
Culligan of the Rio Grande Valley	320895 9/23	57.95	Bottled Water Delivery Sept 2023	Indirect	Y	Local	Toll
Matus Contractor Company	628	7,000.00	Grass, Garbage, Herbicide Paredes Ln to Alton Gloor	Indirect	Y	Local	Toll
Pharr International Bridge	Platinum Sponsor	3,000.00	2023 Pharr Start of the Produce Sponsorship	Indirect	Y	Local	Toll
Public Utilities Board	600710 9/23	224.97	Electricity 1100 Fm 511 Hwy Bro, Tx 78521	Direct Connectors - SH550	Y	Local	Toll
Texas Department of Motor Vehicles (TxDMV)	TxDMV 10.5.23	3,000.00	Name and Address Lookup October 2023	Indirect	Y	Local	Toll
Verizon Wireless	9945148519	75.98	Internet Hotspot Sept 2023	Indirect	Y	Local	Toll
		<u>16,369.17</u>					
	Operations	\$ 15,037.91					
	Tolls	<u>16,369.17</u>					
	Total Transfer	<u>31,407.08</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

MP 10.6.23

Victor J. Barron,  
Controller

VB 10.6.23

Pete Sepulveda Jr.,  
Executive Director

PS 10.06.23





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims September 29, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	2023 I-69 Bronze	\$ 2,500.00	I-69E 2023 Annual Meeting Bronze	Indirect	Y	Local	Ope
Diamante Super Clean	11-009	850.00	Janitorial Services Sept 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232640052633463	73.82	Electricity Ste 4 Sept 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232650052644380	89.59	Electricity Ste 7 Sept 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232650052644381	124.21	Electricity Ste 3 Sept 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232650052644382	92.95	Electricity Ste 5 Sept 2023	Indirect	Y	Local	Ope
Maria D Mayorga	Reim LM 9.27.23	73.75	Travel & Misc Reimbursement LM 9.27.23	Indirect	Y	Local	Ope
GDJ Engineering	2023-144	8,963.22	MPO Aug 2023	Indirect	Y	Local	TRZ
Gexa Energy, LP	33727560	145.05	Electricity Ste 6 September 2023	Indirect	Y	Local	Ope
JWH and Associates, Inc.	1723	2,500.00	North Railroad Alternatives Aug 2023	North Rail Relocation	Y	Local	TRZ
Kapsch TrafficCom USA, Inc	486024SI00936	5,350.75	JAI Camera RMA CCRMA CO #10	Indirect	Y	Local	Ope
Locke Lord LLP	1812702	1,296.58	Legal Services July 2023	Indirect	Y	Local	Ope
MPC Studios, Inc	33320	275.00	Website Hosting September 2023	Indirect	Y	Local	Ope
Republic Services	0863-002436035	136.03	Waste Container Sept 2023	Indirect	Y	Local	Ope
Texas Public Purchasing	2613	50.00	Registration for Webinar	Indirect	Y	Local	Ope
Union Pacific Railroad Company	90127883	506.70	Union Pacific Railroad SH 550 Gap II Aug 2023	SH550 GAP II	Y	Local	TRZ
		<u>23,027.65</u>					

**Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates, Inc.	1823	\$ 2,000.00	Gateway Bridge LPOE August 2023	CC - Gateway Bridge	Y	Local	Restri
GDJ Engineering	2023-158	11,478.14	Dana Rd Aug 2023	Dana Road- City of Brownsville	Y	Local	Restri
Pathfinder Public Affairs, Inc	66-B	8,000.00	Consulting Services ILA June 2023	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	67-B	8,000.00	Consulting Services ILA July 2023	CC - Consulting Services PF	Y	Local	Ope
Union Pacific Railroad Company	90127883	2,026.80	Union Pacific Railroad SH 550 Gap II Aug 2023	SH550 GAP II	Y	Local	Ope
		<u>31,504.94</u>					



**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Direct Energy Business, LLC	232640052633108	\$ 420.58	Electricity Tolls Sept 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	232680052658335	9.33	Electricity 1505 Fm 511 Sept 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	232680052658335	8.41	Electricity 1705 Fm 511 Sept 2024	Direct Connectors - SH551	Y	Local	Toll
Direct Energy Business, LLC	232680052658543	688.14	Electricity 1895 Fm 511 #1 Sept 2023	FM1847 - SH550	Y	Local	Toll
PEDRO SEPULVEDA JR.	Travel PSJ 9.26.23	2,241.36	Travel Reimbursement PSJ 9.26.23	Indirect	Y	Local	Toll
Prisciliano Delgado	10600	250.00	Lawn Care Sept 2023	Indirect	Y	Local	Toll
RS Americas, Inc.	9018370105	458.60	Pharr Parts	Indirect	Y	Local	Toll
Toshiba Financial Services	43219132	296.86	Printer Tolls Sept 2023	Indirect	Y	Local	Toll
		<u>4,373.28</u>					

Operations	\$ 23,027.65
Interlocal Agree	31,504.94
Tolls	<u>4,373.28</u>
Total Transfer	<u>58,905.87</u>

Reviewed by:

Monica R. Ibarra,  
Accountant

*MR Ibarra* 9.29.23

Victor J. Barron,  
Controller

*Victor Barron* 9.29.23

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 9.29.23



**2-C    APPROVAL OF CLAIMS.**





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims October 26, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom USA, Inc	486024SI01132	\$ 42,536.51	CO#9- Equipment Refresh-PDU & UPS Upgrade	Indirect	Y	Local	Bond Pro
R.R.P. Consulting Engineers, L.L.C.	U2716.339-01	73,144.59	SH 48 Master Plan WA 39 September 2023	SH 48 Master Plan	Y	Local	TRZ
Texas County District Retirement System	TCDRS Oct 2023	13,847.77	TCDRS October 2023	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62311	14,490.69	TML Health Benefits November 2023	Indirect	Y	Local	Ope
		<u>144,019.56</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2023-169	\$ 40,579.20	Dana Rd Proj September 2023	Dana Road- City of Brownsville	Y	Local	Restri
		<u>40,579.20</u>					



Tolls Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2300113	\$ 6,788.45	Maintenance and Support Pharr Bridge Sept 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.	247935	\$ 42,397.15	Printing and Mailing Service Sept 2023	Indirect	Y	Local	Toll
Texas County District Retirement System	TCDRS Oct 2023	5,620.73	TCDRS October 2023	Indirect	Y	Local	Toll
Texas Municipal League Intergovernmental Risk	9384 10.1.23	21,480.00	Insurance Coverage 10.1.23	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62311	10,781.35	TML Health Benefits November 2023	Indirect	Y	Local	Toll
TollPlus LLC	US2300113	16,389.71	Support and Maintenance Sept 2023	Indirect	Y	Local	Toll
		96,668.94					
Operations		\$ 144,019.56					
Interlocal		40,579.20					
Tolls Interlocal		6,788.45					
Tolls		96,668.94					
Total Transfer		\$ 288,056.15					

Reviewed by:

Victor J. Barron,  
Controller

DocuSigned by:  
Victor Barron  
10/20/2023

Pete Sepulveda Jr,  
Executive Director

DocuSigned by:  
P. Sepulveda Jr.  
10/20/2023



**2-D      CONSIDERATION AND APPROVAL OF THE FINANCIAL  
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF  
SEPTEMBER 2023.**





## MEMORANDUM

**TO:** CCRMA Board of Directors

**CC:** Pete Sepulveda, Jr. Executive Director

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

**DATE:** October 26, 2023

**SUBJECT:** Fiscal Year Ending September 30, 2023, Review  
**(Unaudited Financial Statements)**

---

### Administrative Operations Fund

- Revenues & Expenses in line with budget
- \$3.7M or 97.48% of Total Budgeted Operating Revenue recognized
- \$1.8M or 82.87% of Total Budgeted Operating Expense recognized
- \$4.2M or 139.06% of Total Non-Operating Revenue recognized
- \$2.4M or 52.71 of Total Non-Operating Expenses recognized
- Unaudited Change in Net position \$3.6M – see reconciliation below.

	Current Year Actual	Percent of Budget
Operating Revenue		
Total Operating Revenue	\$ 3,711,800	97.48%
Total Operating Expenses	1,801,937	82.87%
Total Non - Operating Revenue	4,262,115	139.06%
Total Non - Operating Expenses	2,476,666	52.71%
Change in Net Position (Unaudited)	\$ 3,695,312	
Restricted for :		
TRZ projects	(3,199,543)	
Debt Service VRF Bonds	(211,321)	
Unrestricted	(284,448)	
(Unaudited) Reconciled Net Position	\$ -	





## Toll Operations Fund

- Revenues & Expenses in line with budget
- \$5.8M or 141.66% of Total Budgeted Operating Revenue recognized
- \$2.4M or 90.32% of Total Budgeted Operating Expense recognized
- \$1.3.M or 100% of Total Budgeted Operating Revenue recognized.
- \$2.7M or 99.88% of Total Budgeted Non-Operating Expense recognized
- Unaudited Change in Net Position \$1.9M see reconciliation breakdown below:

	Current Year Actual	Percent of Budget
Operating Revenue		
Total Operating Revenue	\$ 5,815,705	141.66%
Total Operating Expenses	2,428,459	90.32%
Total Non - Operating Revenue	1,385,000	100.00%
Total Non - Operating Expenses	2,798,541	99.88%
Change in Net Position (Unaudited)	\$ 1,973,705	
Restricted for :		
Debt Service Toll Revenue Bonds	(1,385,000)	
Unrestricted	(588,705)	
(Unaudited) Reconciled Net Position	\$ -	



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



## SEPTEMBER 2023 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

VICTOR J. BARRON, CONTROLLER





# **CCRMA MONTHLY FINANCIAL**

## **TABLE OF CONTENTS**

### **REVENUES & EXPENSES**

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

### **FINANCIALS**

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



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

Transactions Included In Report From 9/1/2023 Through 9/30/2023

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 269,260	\$ 3,499,780	\$ 3,430,000	\$ 69,780	\$ 3,461,110	1.12
Interlocal agreements	10,000	201,748	367,700	(165,952)	210,546	(4.18)
Other revenues	834	10,272	10,080	192	8,787	16.89
Total Operating Revenues	280,094	3,711,800	3,807,780	(95,980)	3,680,443	0.85
Operating Expenses						
Personnel costs	113,582	1,362,943	1,477,215	114,272	1,103,942	23.46
Professional services	18,672	240,255	263,750	23,495	218,453	9.98
Advertising & marketing	8,275	23,078	58,650	35,572	12,387	86.31
Data processing	397	21,605	25,000	3,395	14,456	49.46
Dues & memberships	-	19,850	25,000	5,150	23,515	(15.58)
Education & training	50	1,595	10,000	8,405	4,483	(64.42)
Fiscal agent fees	-	13,975	52,590	38,615	45,695	(69.42)
Insurance	324	7,624	9,200	1,577	7,676	(0.69)
Maintenance & repairs	850	16,256	50,000	33,744	23,764	(31.59)
Office supplies	10,891	26,227	32,650	6,423	48,760	(46.21)
Road maintenance	-	-	-	-	(10,900)	(100.00)
Leases	311	3,735	3,735	-	3,735	-
Travel	4,022	30,717	32,500	1,783	13,891	121.13
Utilities	2,295	26,335	29,500	3,165	23,585	11.66
Contingency	487	7,743	104,565	96,822	13,718	(43.56)
Total Operating Expenses	160,154	1,801,937	2,174,355	372,418	1,547,159	16.47
Total Operating Income (Loss)	119,941	1,909,863	1,633,425	276,438	2,133,285	(10.47)
Non Operating Revenues						
Interest income	63,577	554,056	65,000	489,056	155,055	257.33
TRZ revenue	-	3,708,059	3,000,000	708,059	3,078,965	20.43
Total Non Operating Revenues	63,577	4,262,115	3,065,000	1,197,115	3,234,020	31.79
Non Operating Expenses						
Debt principal and interest	112,166	1,968,150	1,973,425	5,275	840,689	134.11
Debt interest-LOC	-	-	25,000	25,000	-	-
Project expenses	79,300	508,516	2,700,000	2,191,484	287,672	76.77
Total Non Operating Expenses	191,466	2,476,666	4,698,425	2,221,759	1,128,361	119.49
Total Changes in Net Position	\$ (7,949)	\$ 3,695,312	\$ -	\$ 3,695,312	\$ 4,238,943	(12.82)



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 9/1/2023 Through 9/30/2023

	Current Period Actual	Current Year Actual	YTD Budget - Original	Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 323,006	\$ 3,495,898	\$ 2,358,000	\$ 1,137,898	\$ 2,834,520	23.33
Fuego Revenues	52,781	525,922	180,000	345,922	243,941	115.59
Interop Revenues						
Interop revenues	112,479	1,025,011	895,000	130,011	995,183	3.00
Bridge interoperability	48,427	606,747	500,000	106,747	565,466	7.30
Total Interop Revenues	160,905	1,631,758	1,395,000	236,758	1,560,649	4.56
Other Toll Revenues						
Interlocal agreement	12,828	157,317	172,517	(15,200)	157,536	(0.14)
Other	4,810	4,810	-	4,810	-	100.00
Total Other Toll Revenues	17,638	162,127	172,517	(10,390)	157,536	2.91
Total Toll Operating Revenues	554,330	5,815,705	4,105,517	1,710,188	4,796,647	21.25
Toll Operating Expenses						
Personnel costs	51,939	569,791	638,953	69,162	533,909	6.72
Transaction processing costs	76,893	838,142	932,400	94,258	595,257	40.80
Toll system maintenance/IT	23,178	275,330	280,000	4,670	268,613	2.50
Roadside maintnenace	42,189	536,036	558,200	22,164	429,454	24.82
CSC indirect/overhead costs	10,921	209,160	279,142	69,982	262,571	(20.34)
Total Toll Operating Expenses	205,120	2,428,459	2,688,695	260,236	2,089,804	16.21
Total Operating Income (Loss)	349,209	3,387,246	1,416,822	1,970,424	2,706,843	25.14
Non Operating Revenues						
Pass through grant revenues	-	1,385,000	1,385,000	-	1,385,000	-
Total Non Operating Revenues	-	1,385,000	1,385,000	-	1,385,000	-
Non Operating Expenses						
Debt principal and interest	192,337	2,798,541	2,801,822	3,281	1,452,385	92.69
Total Non Operating Expenses	192,337	2,798,541	2,801,822	3,281	1,452,385	92.69
Changes in Net Position	\$ 156,873	\$ 1,973,705	\$ -	\$ 1,973,705	\$ 2,639,458	(25.22)



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Combined Statement of Revenues and Expenses - Unposted  
Transactions Included In Report From 9/1/2023 Through 9/30/2023

	Current Period Actual	Current Year Actual	YTD Budget - Original	Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 269,260	\$ 3,499,780	\$ 3,430,000	\$ 69,780	\$ 3,461,110	1.12
Interlocal agreement	23,662	369,337	550,297	(180,960)	376,870	(2.00)
Toll revenues	536,692	5,653,578	3,933,000	1,720,578	4,639,111	21.87
Other revenue	4,810	4,810	-	4,810	-	100.00
Total Operating Revenues	834,424	9,527,505	7,913,297	1,614,208	8,477,091	12.39
Operating Expenses						
Personnel costs	165,521	1,932,734	2,116,168	183,434	1,577,506	22.52
Accounting software and	-	2,785	2,800	15	2,579	8.00
Professional services	12,000	178,080	202,450	24,370	180,648	(1.42)
Contractual services	15,829	150,201	211,900	61,699	36,267	314.15
Advertising & marketing	8,275	93,836	133,650	39,814	73,522	27.63
Data processing	397	21,605	25,000	3,395	14,456	49.46
Dues & memberships	-	27,350	33,000	5,650	26,515	3.15
Education & training	50	1,794	15,000	13,206	6,324	(71.63)
Fiscal agent fees	-	13,975	57,790	43,815	48,345	(71.09)
Insurance	324	91,714	93,300	1,587	85,760	6.94
Maintenance & repairs	1,100	54,399	90,000	35,602	42,610	27.67
Office supplies	44,922	430,245	459,150	28,905	376,945	14.14
Road maintenance	81,802	907,192	916,000	8,808	755,894	20.02
Leases	915	20,970	35,497	14,527	52,169	(59.80)
Toll services	16,047	161,612	198,000	36,388	158,023	2.27
Travel	11,260	57,656	60,500	2,844	23,862	141.62
Utilities	5,887	67,570	82,900	15,330	63,447	6.50
Contingency	945	16,678	129,945	113,267	51,747	(67.77)
Total Operating Expenses	365,274	4,230,397	4,863,050	632,653	3,576,618	18.28
Net Change from Operations	469,150	5,297,109	3,050,247	2,246,862	4,900,473	8.09
Non Operating Revenue						
Pass through grant revenues	-	1,385,000	1,385,000	-	1,385,000	-
Interest income	63,577	554,056	65,000	489,056	155,055	257.33
TRZ Revenue	-	3,708,059	3,000,000	708,059	3,078,965	20.43
Other financing sources	-	-	-	-	(60,345)	(100.00)
Total Non Operating Revenue	63,577	5,647,115	4,450,000	1,197,115	4,558,675	23.88
Non Operating Expenses						
Bond Debt Expense	304,502	4,766,691	4,775,247	8,556	2,293,074	107.87
Debt Interest - LOC	-	-	25,000	25,000	-	-
Project expenses	79,300	508,516	2,700,000	2,191,484	287,672	76.77
Total Non Operating Expenses	383,803	5,275,206	7,500,247	2,225,041	2,580,746	104.41
Changes in Net Position	\$ 148,924	\$ 5,669,017	\$ -	\$ 5,669,017	\$ 6,878,401	(17.58)



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 9/1/2023 Through 9/30/2023

	Cameron County	City of San Benito	Federal Funds	State Funds	Total
Non Operating Revenues					
Revenues					
SH550 GAP II	\$ -	\$ -	\$ 2,027	\$ -	\$ 2,027
SH 32 (East Loop)	141,291	-	-	-	141,291
N. Williams Road	7,586	7,586	-	-	15,171
FM 509	121,263	-	-	-	121,263
CC- Veterans Bridge	135,025	-	1,780,348	316,012	2,231,385
CC - Gateway Bridge	4,250	-	-	-	4,250
CC - Consulting Services PF	8,000	-	-	-	8,000
CC - Administration Building & Parking Lot	5,087	-	-	-	5,087
Total Revenues	422,502	7,586	1,782,375	316,012	2,528,474
Total Non Operating Revenues	422,502	7,586	1,782,375	316,012	2,528,474
Non Operating Expenses					
Project expenses					
SH550 GAP II	-	-	2,027	-	2,027
SH 32 (East Loop)	141,291	-	-	-	141,291
N. Williams Road	7,586	7,586	-	-	15,171
FM 509	121,263	-	-	-	121,263
CC- Veterans Bridge	135,025	-	1,780,348	316,012	2,231,385
CC - Gateway Bridge	4,250	-	-	-	4,250
CC - Consulting Services PF	8,000	-	-	-	8,000
CC - Administration Building & Parking Lot	5,087	-	-	-	5,087
Total Project expenses	422,502	7,586	1,782,375	316,012	2,528,474
Total Non Operating Expenses	422,502	7,586	1,782,375	316,012	2,528,474
Total Changes in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Statement of Revenues and Expenditures

From 10/1/2022 Through 9/30/2023

	Cameron County	City of Brownsville	City of San Benito	City of Los Fresnos	Federal Funds	State Funds	Total
Non Operating Revenues							
Revenues							
South Padre Island 2nd Access	\$ 273,470	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 273,470
West Rail Corridor	149,672	-	-	-	-	-	149,672
SH550 GAP II	-	-	-	-	98,417	-	98,417
SH 32 (East Loop)	876,805	-	-	-	-	-	876,805
COLF Side Walk	-	-	-	23,062	-	-	23,062
N. Williams Road	130,526	-	130,526	-	-	-	261,052
S. Williams Road	95,417	-	95,417	-	-	-	190,834
FM 509	189,869	-	-	-	-	-	189,869
Dana Road- City of Brownsville	56,919	260,485	-	-	-	-	317,404
CC- Veterans Bridge	1,653,711	-	-	-	5,832,481	1,035,265	8,521,457
CC - Old Alice Road	44,751	-	-	-	-	-	44,751
CC - Gateway Bridge	22,112	-	-	-	-	-	22,112
CC - Los Indios LPOE Bldg & Lot	11,973	-	-	-	-	-	11,973
CC - Consulting Services PF	88,000	-	-	-	-	-	88,000
CC - Administration Building & Parking Lot	2,086,538	-	-	-	-	-	2,086,538
CC- Isla Blanca Toll Booths	19,933	-	-	-	-	-	19,933
CC- Pedro Benavides Pavilion	4,143	-	-	-	-	-	4,143
Mountain Bike Trail	333,614	-	-	-	-	-	333,614
Total Revenues	6,037,453	260,485	225,943	23,062	5,930,898	1,035,265	13,513,107
Total Non Operating Revenues	6,037,453	260,485	225,943	23,062	5,930,898	1,035,265	13,513,107
Non Operating Expenses							
Project expenses							
South Padre Island 2nd Access	273,470	-	-	-	-	-	273,470
West Rail Corridor	149,672	-	-	-	-	-	149,672
SH550 GAP II	-	-	-	-	98,417	-	98,417
SH 32 (East Loop)	876,805	-	-	-	-	-	876,805
COLF Side Walk	-	-	-	23,062	-	-	23,062
N. Williams Road	130,526	-	130,526	-	-	-	261,052
S. Williams Road	95,417	-	95,417	-	-	-	190,834
FM 509	189,869	-	-	-	-	-	189,869
Dana Road- City of Brownsville	56,919	260,485	-	-	-	-	317,404
CC- Veterans Bridge	1,653,711	-	-	-	5,832,481	1,035,265	8,521,457
CC - Old Alice Road	44,751	-	-	-	-	-	44,751
CC - Gateway Bridge	22,112	-	-	-	-	-	22,112
CC - Los Indios LPOE Bldg & Lot	11,973	-	-	-	-	-	11,973
CC - Consulting Services PF	88,000	-	-	-	-	-	88,000
CC - Administration Building & Parking Lot	2,086,538	-	-	-	-	-	2,086,538
CC- Isla Blanca Toll Booths	19,933	-	-	-	-	-	19,933
CC- Pedro Benavides Pavilion	4,143	-	-	-	-	-	4,143
Mountain Bike Trail	333,614	-	-	-	-	-	333,614
Total Project expenses	6,037,453	260,485	225,943	23,062	5,930,898	1,035,265	13,513,107
Total Non Operating Expenses	6,037,453	260,485	225,943	23,062	5,930,898	1,035,265	13,513,107
Total Changes in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Balance Sheet As of 9/30/2023

	<u>Current Year</u>
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 3,818,250
Restricted cash - projects	4,709,105
Restricted cash accounts - debt service	6,854,874
Restricted cash - bond proceeds	2,493,430
Restricted cash - Transportation Reinvestment Zone (TRZ)	6,059,000
Accounts receivable, net	
Vehicle Registration Fees - Receivable	596,325
Other	6,862,249
Total Accounts receivable, net	<u>7,458,574</u>
Accounts receivable - other agencies	8,537,979
Prepaid expenses	38,380
Total Current Assets:	<u>39,969,593</u>
Non Current Assets:	
Capital assets, net	95,012,265
Capital projects in progress	24,772,141
Unamortized bond prepaid costs	89,569
Net pension asset	333,644
Total Non Current Assets:	<u>120,207,619</u>
Deferred Outflow of Resources	
Deferred outflows related to bond refunding	43,022
Deferred outflow related to pension	209,354
Total Deferred Outflow of Resources	<u>252,376</u>
Total ASSETS	<u><u>160,429,587</u></u>
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	2,135,108
Accrued expenses	304,502
Unearned revenue	3,501,353
Total Current Liabilities	<u>5,940,963</u>
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	75,139,163
Total Non Current Liabilities	<u>91,273,351</u>
Deferred Inflows of Resources	
Deferred inflows related to pension	331,518
Total LIABILITIES	<u>97,545,831</u>
<b>NET POSITION</b>	
Beginning net position	
	52,054,376
Total Beginning net position	<u>52,054,376</u>
Changes in net position	
	10,829,379
Total Changes in net position	<u>10,829,379</u>
Total NET POSITION	<u>62,883,756</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u><u>\$ 160,429,587</u></u>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

## Statement of Cash Flows

As of 9/30/2023

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 587,360	\$ 3,485,190
Receipts from interop toll revenues	165,961	1,598,937
Receipts from TPS toll revenues	386,065	4,175,839
Receipts from other operating revenues	28,472	4,082,207
Payments to vendors	(347,888)	(2,575,519)
Payments to employees	(136,420)	(1,916,392)
Total Cash Flows from Operating Activities	<u>683,551</u>	<u>8,850,262</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(5,351)	(1,349,052)
Acquisitions of construction in progress	1,092,895	(1,074,706)
Payments on principal and interest	-	(4,775,248)
Payment on interlocal project expenses	(2,591,163)	(13,925,011)
Advances and Interlocal project proceeds	1,387,647	11,785,508
Total Cash Flows from Capital and Related Financing Activities	<u>(115,972)</u>	<u>(9,338,509)</u>
Cash Flows from Investing Activities		
Receipts from interest income	<u>63,577</u>	<u>554,056</u>
Total Cash Flows from Investing Activities	<u>63,577</u>	<u>554,056</u>
Beginning Cash & Cash Equivalents	<u>23,303,503</u>	<u>23,868,851</u>
Ending Cash & Cash Equivalents	<u><u>23,934,659</u></u>	<u><u>23,934,659</u></u>



**Cameron County  
Regional Mobility Authority**

<b>Duncan Collections FY 2023</b>							
<b>Month</b>	<b>Duncan Total Collections</b>	<b>Duncan Reimbursed Pre-paid Base Tolls</b>	<b>Duncan Collections (Net of Prepaid Base Tolls)</b>	<b>Amount due to Duncan (Violation Fees)</b>	<b>Amount due to CCRMA ( Violation Fees)</b>	<b>Base Toll</b>	<b>Total</b>
Oct-22	\$ 23,089	\$ 2,889	\$ 20,200	\$ 8,929	\$ 11,271	\$ 38,332	49,603
Nov-22	20,851	2,010	18,841	8,424	10,417	3,326	13,743
Dec-22	13,694	1,157	12,537	5,490	7,047	23,366	30,413
Jan-23	28,173	2,402	25,771	11,384	14,387	41,196	55,583
Feb-23	38,286	3,594	34,692	15,504	19,187	52,409	71,596
Mar-23	41,258	3,739	37,519	16,647	20,872	37,712	58,584
Apr-23	27,931	2,331	25,600	11,375	14,225	35,255	49,481
May-23	28,016	3,581	24,435	10,841	13,594	92,663	106,257
Jun-23	24,998	3,156	21,842	9,667	12,175	27,530	39,705
Jul-23	24,891	2,263	22,628	9,924	12,704	42,081	54,786
Aug-23	24,283	2,694	21,589	9,563	12,026	37,945	49,971
Sep-23	21,144	2,500	18,644	8,262	10,382	32,840	43,222
Total FY'23	316,613	32,316	284,297	126,009	158,287	464,656	622,943

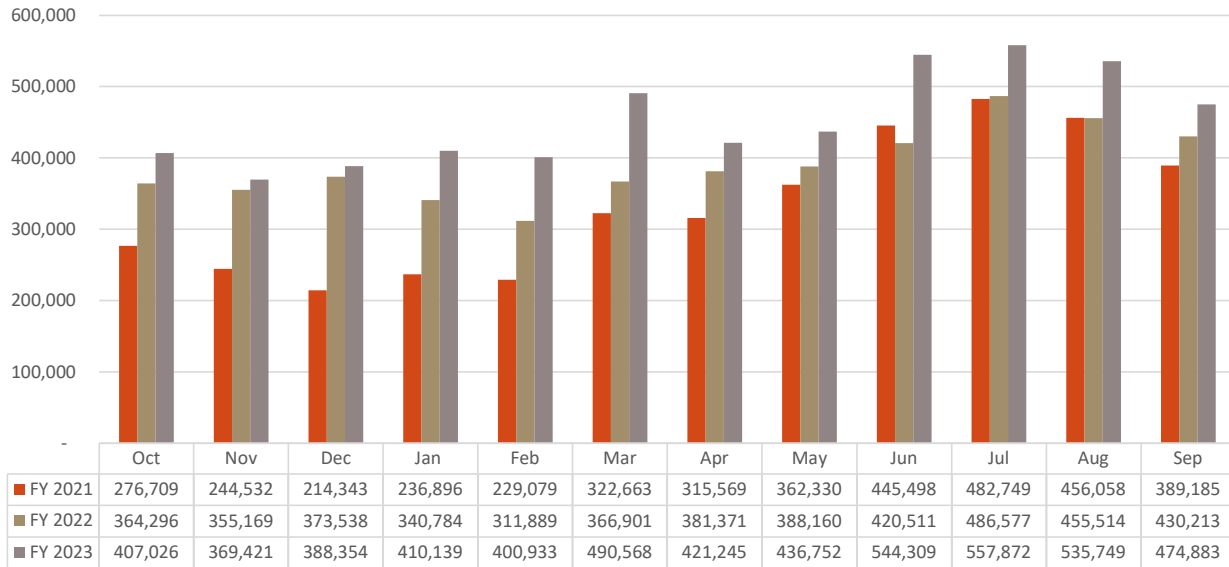




## TOLL OPERATIONS REPORT SEPTEMBER 2023



SH 550 Transactions



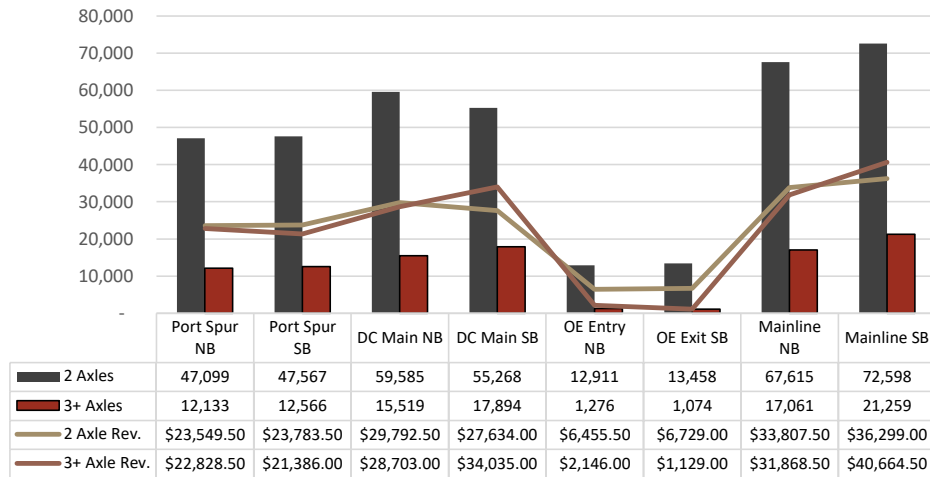
FY YEAR	TOTAL
FY 2021	3,975,611
FY 2022	4,674,923
FY 2023	5,437,251

14 % increase from 2022

# SH 550 YEAR-TO-YEAR TRAFFIC COMPARISON



Monthly Transactions and Projected Revenue Data by Plaza  
2 axle Passenger vs. 3+ axles Commercial Vehicles



September Transaction and Projected Revenue Data by Axle

2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle

per Plaza

Plaza	2 Axles	3+ Axles	2 Axle Rev.	3+ Axle Rev.
Port Spur NB	47,099	12,133	\$ 23,549.50	\$ 22,828.50
Port Spur SB	47,567	12,566	\$ 23,783.50	\$ 21,386.00
DC Main NB	59,585	15,519	\$ 29,792.50	\$ 28,703.00
DC Main SB	55,268	17,894	\$ 27,634.00	\$ 34,035.00
OE Entry NB	12,911	1,276	\$ 6,455.50	\$ 2,146.00
OE Exit SB	13,458	1,074	\$ 6,729.00	\$ 1,129.00
Mainline NB	67,615	17,061	\$ 33,807.50	\$ 31,868.50
Mainline SB	72,598	21,259	\$ 36,299.00	\$ 40,664.50
Total by Axles	376,101	98,782	\$ 188,050.50	\$ 182,760.50
Month Total		474,883	\$	370,811.00

# SEPTEMBER 2023



# SEPTEMBER ESTIMATE TAG PENETRATION

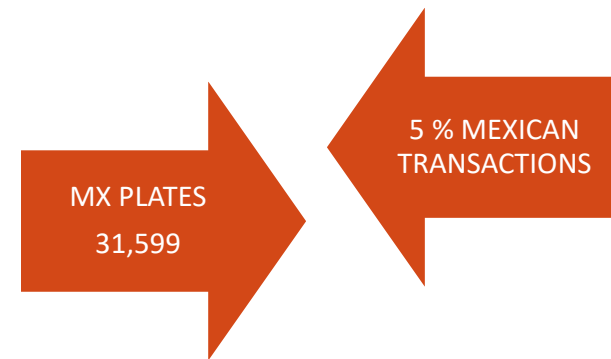


	CUSIOP TAGS					PBM	TOLL PLUS		
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	Grand Total
Good Tag	6,567	18,375	432	832	54,039		16,716	41,615	138,576
Invalid Tags	1,523	3,425	83	443	12,253		1,412	9,270	28,409
Negative	5				2,435				2,440
Non Tag						305,458			305,458
									-
<b>Grand Total</b>	<b>8,095</b>	<b>21,800</b>	<b>515</b>	<b>1,275</b>	<b>68,727</b>	<b>305,458</b>	<b>18,128</b>	<b>50,885</b>	<b>474,883</b>
Percent Inv/Neg	19%	16%	16%	35%	21%		8%	18%	6%
Tag Penetration									36%
<b>Valid Tag Penetration</b>									<b>29%</b>
Estimated PBM 336,307									71%
<b>Estimated Pharr Tag Projected Revenue</b>									<b>\$ 32,565.00</b>
<b>Estimated Fuego Tag Projected Revenue</b>									<b>\$ 27,599.50</b>
<b>Estimated Tag Projected Revenue</b>									<b>\$ 66,978.50</b>
<b>Estimated PBM Projected Revenue</b>									<b>\$ 243,668.00</b>



# MEXICAN TRAFFIC REVENUE FY 2023

Month	Transactions	Revenue
October	15,214	\$ (29,853.60)
November	14,012	\$ (27,745.09)
December	17,410	\$ (35,379.81)
January	19,074	\$ (38,735.11)
February	14,462	\$ (29,019.17)
March	26,240	\$ (55,423.72)
April	31,726	\$ (56,155.50)
May	26,887	\$ (59,103.23)
June	31,694	\$ (61,981.18)
July	29,693	\$ (44,469.78)
August	36,197	\$ (46,131.43)
September	24,369	\$ (41,775.01)
<b>Grand Total</b>	<b>286,978</b>	<b>-\$525,772.63</b>







# Mail Report

Dec 2022 – Sept 2023



## InfoSend Mail Report

	Files Created	Postage	Mail Process Fee	Total Cost
December	74,650	\$37,603.54	\$9,474.51	\$47,078.05
January	51,938	\$25,668.84	\$7,576.51	\$33,245.35
February	46,411	\$25,567.54	\$6,414.32	\$31,981.86
March	64,390	\$30,507.87	\$8,053.90	\$38,561.77
April	49,466	\$23,638.50	\$6,452.86	\$30,091.36
May	65,447	\$31,110.61	\$8,399.79	\$39,510.40
June	62,056	\$29,489.83	\$7,767.46	\$37,257.29
July	65,879	\$33,349.37	\$8,296.46	\$41,645.83
August	82,982	\$41,698.68	\$10,721.46	\$52,420.14
September	66,240	\$33,239.48	\$9,157.67	\$42,397.15

### Average Monthly Cost FY23

- Postage: \$31,187.43
- Processing Fee: \$8,231.49
- Total Cost: \$39,418.92



# PAYMENT PROCESSING FY23

## Payment Processing 2023



Source	Payment Mode	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
CSC Payments	Bank												
	Cashier Check	\$17.34	\$16.67	\$19.68	\$71.34		\$1.67	\$8.03			\$22.28		
	Cash	\$1,650.55	\$2,152.99	\$2,523.52	\$2,614.45	\$2,577.16	\$4,139.71	\$2,170.93	\$2,680.83	\$2,111.19	\$2,772.06	\$2,722.97	\$2,781.76
	Check	\$10,878.86	\$19,461.18	\$17,516.80	\$19,568.85	\$11,027.50	\$22,775.60	\$12,314.18	\$10,184.83	\$10,637.78	\$13,875.12	\$14,797.52	\$14,019.10
	CreditCard	\$27,551.97	\$26,149.38	\$29,543.21	\$31,352.06	\$27,505.60	\$39,183.72	\$31,173.98	\$36,199.34	\$45,325.10	\$42,056.88	\$49,618.30	\$43,738.91
	DebitCard	\$24,125.19	\$32,550.20	\$37,707.10	\$48,969.48	\$39,955.39	\$47,777.32	\$30,199.06	\$31,903.88	\$32,159.34	\$38,999.50	\$42,993.19	\$36,654.48
	MoneyOrder	\$911.91	\$1,157.27	\$1,204.88	\$1,365.00	\$1,326.38	\$1,041.81	\$651.18	\$963.09	\$771.07	\$800.82	\$1,444.84	\$1,257.99
	<b>Total Amount</b>	<b>\$65,135.82</b>	<b>\$ 81,487.69</b>	<b>\$ 88,515.19</b>	<b>\$ 103,941.18</b>	<b>\$ 82,392.03</b>	<b>\$ 114,919.83</b>	<b>\$ 76,517.36</b>	<b>\$ 81,931.97</b>	<b>\$ 91,004.48</b>	<b>\$ 98,526.66</b>	<b>\$ 111,576.82</b>	<b>\$ 98,452.24</b>
WEB Payments	Bank	\$7,915.82	\$6,719.05	\$9,814.23	\$9,275.28	\$7,488.67	\$7,517.07	\$6,288.78	\$5,475.15	\$5,024.99	\$5,836.65	\$7,747.33	\$5,675.57
	CreditCard	\$67,795.15	\$86,174.41	\$85,219.42	\$93,148.88	\$66,014.17	\$69,565.98	\$53,981.82	\$62,222.69	\$60,684.49	\$74,982.46	\$91,017.76	\$83,106.12
	DebitCard	\$96,892.47	\$125,247.39	\$131,829.05	\$143,723.49	\$108,970.72	\$114,114.03	\$88,695.42	\$88,940.67	\$105,466.77	\$115,936.00	\$131,487.86	\$141,064.60
	<b>Total Amount</b>	<b>\$ 172,603.44</b>	<b>\$ 218,140.85</b>	<b>\$ 226,862.70</b>	<b>\$ 246,147.65</b>	<b>\$ 182,473.56</b>	<b>\$ 191,197.08</b>	<b>\$ 148,966.02</b>	<b>\$ 156,638.51</b>	<b>\$ 171,176.25</b>	<b>\$ 196,755.11</b>	<b>\$ 230,252.95</b>	<b>\$ 229,846.29</b>
	<b>Combined Total</b>	<b>\$ 237,739.26</b>	<b>\$ 299,628.54</b>	<b>\$ 315,377.89</b>	<b>\$ 350,088.83</b>	<b>\$ 264,865.59</b>	<b>\$ 306,116.91</b>	<b>\$ 225,483.38</b>	<b>\$ 238,570.48</b>	<b>\$ 262,180.73</b>	<b>\$ 295,281.77</b>	<b>\$ 341,829.77</b>	<b>\$ 328,298.53</b>
YTD													<b>\$ 3,465,461.68</b>

Daily Average      \$2,101.16    \$ 2,716.26    \$ 2,855.33    \$ 3,352.94    \$ 2,942.57    \$ 3,707.09    \$ 2,550.58    \$ 2,642.97    \$ 3,033.48    \$ 3,178.28    \$ 3,599.25    \$ 3,281.74



# Invoices Mailed & Overall Revenue Collected from Dec 2022- Sept 2023

---

Total Number of Invoices Mailed : 629,459

Mail Processing & Postage Fee : \$394,189.20

Overall Revenue Collected: \$3,465,461.68



# COLLECTION TRANSFER & PAYMENTS AND OUT OF STATE BILLING & PAYMENTS

## COLLECTIONS FY 2023

## OUT OF STATE FY 2023

Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	7,572	\$352,100.47	\$49,602.99
November	778	\$53,602.77	\$13,743.13
December	4,598	\$299,909.27	\$30,412.99
January	7,887	\$514,799.66	\$55,823.24
February	10,365	\$635,370.97	\$71,596.05
March	6,782	\$423,449.64	\$58,584.29
April	5,863	\$387,674.66	\$49,481.10
May	13,075	\$877,752.89	\$106,257.02
June	3,473	\$236,599.58	\$39,704.90
July	5,525	\$371,961.36	\$54,785.60
August	4,987	\$336,084.56	\$49,970.65
September	5,118	\$343,634.67	\$43,221.72
<b>Total</b>	<b>76,023</b>	<b>\$4,832,940.50</b>	<b>\$623,183.68</b>

Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
October	788	\$21,875.68	\$21,026.22	\$849.46
November	596	\$17,235.72	\$16,616.92	\$618.80
December	646	\$18,995.18	\$18,113.38	\$881.80
January	582	\$17,511.86	\$17,054.28	\$457.58
February	507	\$14,344.78	\$13,764.56	\$580.22
March	915	\$23,683.18	\$18,091.34	\$5,591.84
April	697	\$20,745.11	\$6,138.49	\$14,606.62
May	962	\$28,916.81	\$7,481.42	\$21,435.39
June	703	\$14,471.62	\$4,130.34	\$10,341.28
July	853	\$16,124.03	\$4,831.49	\$11,292.54
August	809	\$12,025.30	\$3,150.60	\$8,874.70
September	709	\$5,841.25	\$1,382.91	
<b>Total</b>	<b>8,767</b>	<b>\$211,770.52</b>	<b>\$131,781.95</b>	<b>\$79,988.57</b>
Amounts change due to nonpayment and accrual of fees. New payments also affect balance.				



# CSC PERFORMANCE SEPTEMBER 2023

## Total Calls Received: 3,680

- Answered: 3,420
- Missed: 7 %
- **Total Answered for FY23 45,071.**



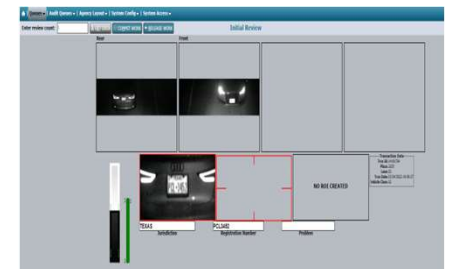
## TVC Account Settlements

- 24 Settlements
- Total Amount \$4,557.78
- 10 Fuego Registrations

## Image Review

- Total Images Processed: 304,482
- Average Image/min: 13
- Average time on IR: 400 hrs.
- **Total Images for FY23 3,890,088**

## 11 Disabled Veterans Enrollments







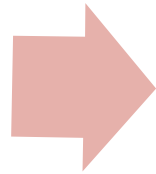
## SEPTEMBER 2023 FUEGO ACCOUNTS

---

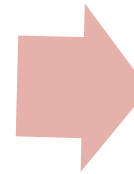




2,379 Total Fuego  
Accounts



5,675 Fuego Tags  
Assigned



11,893 Total Fuego  
Tags Assigned

# FY 2023 FUEGO ACCOUNTS

---



# TOLL OPERATIONS MONTHLY REPORT

*JANETT HUERTA*

Toll Operations Administrator

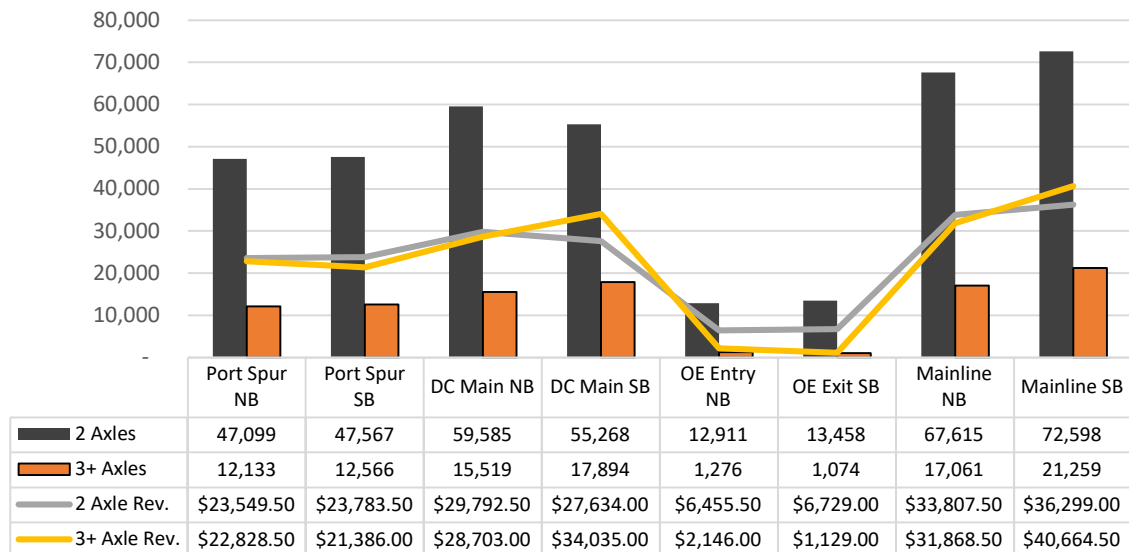
SEPTEMBER 2023





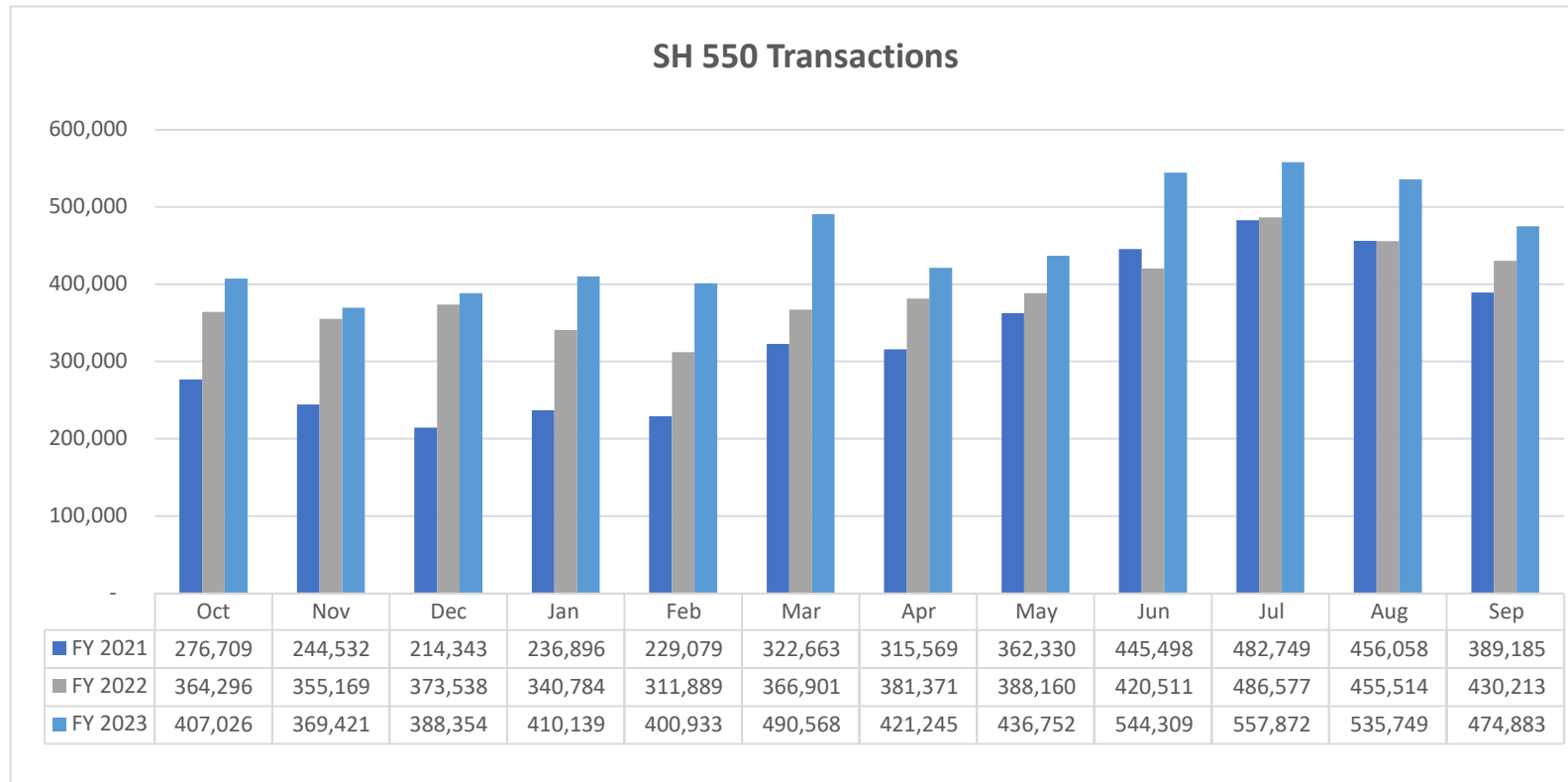
September Transaction and Projected Revenue Data by Axle				
2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle				
per Plaza				
Plaza	2 Axles	3+ Axles	2 Axle Rev.	3+ Axle Rev.
Port Spur NB	47,099	12,133	\$ 23,549.50	\$ 22,828.50
Port Spur SB	47,567	12,566	\$ 23,783.50	\$ 21,386.00
DC Main NB	59,585	15,519	\$ 29,792.50	\$ 28,703.00
DC Main SB	55,268	17,894	\$ 27,634.00	\$ 34,035.00
OE Entry NB	12,911	1,276	\$ 6,455.50	\$ 2,146.00
OE Exit SB	13,458	1,074	\$ 6,729.00	\$ 1,129.00
Mainline NB	67,615	17,061	\$ 33,807.50	\$ 31,868.50
Mainline SB	72,598	21,259	\$ 36,299.00	\$ 40,664.50
Total by Axles	376,101	98,782	\$ 188,050.50	\$ 182,760.50
<b>Month Total</b>		<b>474,883</b>	<b>\$</b>	<b>370,811.00</b>

Monthly Transactions and Projected Revenue Data by Plaza  
2 axle Passenger vs. 3+ axles Commercial Vehicles





## Year to Year Traffic Comparison 2021-2023



FY Year Total	
<b>FY 2021</b>	3,975,611
<b>FY 2022</b>	4,674,923
<b>FY 2023</b>	5,437,251



## Tag Penetration for the Month

September 2023

	CUSIOP TAGS					PBM	TOLL PLUS		
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	Grand Total
Good Tag	6,567	18,375	432	832	54,039		16,716	41,615	138,576
Invalid Tags	1,523	3,425	83	443	12,253		1,412	9,270	28,409
Negative	5				2,435				2,440
Non Tag						305,458			305,458
									-
<b>Grand Total</b>	<b>8,095</b>	<b>21,800</b>	<b>515</b>	<b>1,275</b>	<b>68,727</b>	<b>305,458</b>	<b>18,128</b>	<b>50,885</b>	<b>474,883</b>
Percent Inv/Neg	19%	16%	16%	35%	21%		8%	18%	6%
Tag Penetration									36%
<b>Valid Tag Penetration</b>									<b>29%</b>
Estimated PBM 336,307									71%
<b>Estimated Pharr Tag Projected Revenue</b>									<b>\$ 32,565.00</b>
<b>Estimated Fuego Tag Projected Revenue</b>									<b>\$ 27,599.50</b>
<b>Estimated Tag Projected Revenue</b>									<b>\$ 66,978.50</b>
<b>Estimated PBM Projected Revenue</b>									<b>\$ 243,668.00</b>



## SH 550 Mexican Traffic Revenue FY 2023

Month	Transactions	Revenue
October	15,214 \$	(29,853.60)
November	14,012 \$	(27,745.09)
December	17,410 \$	(35,379.81)
January	19,074 \$	(38,735.11)
February	14,462 \$	(29,019.17)
March	26,240 \$	(55,423.72)
April	31,726 \$	(56,155.50)
May	26,887 \$	(59,103.23)
June	31,694 \$	(61,981.18)
July	29,693 \$	(44,469.78)
August	36,197 \$	(46,131.43)
September	24,369 \$	(41,775.01)
<b>Grand Total</b>	<b>286,978</b>	<b>-\$525,772.63</b>

### Mexican License Plates Recorded

31,599

### # of Transactions

287,744 Total # of Mexican Transactions

286,978 Posted to MX Acct

766 Posted to Fuego & TVC (assumption)

5,437,251 Total Transactions for 2023

5% Percentage of MX Transactions



### Mexican Vehicle Transaction Count by Axle

FY 2023

Month	6 Axle	5 Axle	4 Axle	3 Axle	2Axle	Total Transactions
October	4,115	4,169	50	413	6,467	15,214
November	3,372	4,475	100	551	5,514	14,012
December	4,895	5,084	105	698	6,628	17,410
January	5,595	5,241	113	827	7,298	19,074
February	3,874	4,272	116	599	5,601	14,462
March	7,738	8,188	236	1,015	9,063	26,240
April	8,263	6,222	162	609	16,470	31,726
May	12,520	3,701	129	718	9,819	26,887
June	11,399	4,599	289	1,407	14,000	31,694
July	4,945	5,193	182	1,372	18,001	29,693
August	3,308	5,868	214	1,821	24,986	36,197
September	4,554	6,047	174	1,695	11,899	24,369
<b>Grand Total</b>	<b>74,578</b>	<b>63,059</b>	<b>1,870</b>	<b>11,725</b>	<b>135,746</b>	<b>286,978</b>

<b>3axle +</b>	<b>151,232</b>	<b>53%</b>
<b>2axle</b>	<b>135,746</b>	<b>47%</b>
<b>Total No. of MX Transactions</b>	<b>286,978</b>	

*\*these transactions are not getting billed*

### Mexican License Plates Recorded

31,599

5,437,251 Total Transactions for FY 2023  
5% Percentage of MX Transactions



## Out Of State Billing and Payments

**FY 2023**



Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
October	788	\$21,875.68	\$21,026.22	\$849.46
November	596	\$17,235.72	\$16,616.92	\$618.80
December	646	\$18,995.18	\$18,113.38	\$881.80
January	582	\$17,511.86	\$17,054.28	\$457.58
February	507	\$14,344.78	\$13,764.56	\$580.22
March	915	\$23,683.18	\$18,091.34	\$5,591.84
April	697	\$20,745.11	\$6,138.49	\$14,606.62
May	962	\$28,916.81	\$7,481.42	\$21,435.39
June	703	\$14,471.62	\$4,130.34	\$10,341.28
July	853	\$16,124.03	\$4,831.49	\$11,292.54
August	809	\$12,025.30	\$3,150.60	\$8,874.70
September	709	\$5,841.25	\$1,382.91	
<b>Total</b>	<b>8,767</b>	<b>\$211,770.52</b>	<b>\$131,781.95</b>	<b>\$79,988.57</b>

*Amounts change due to nonpayment and accrual of fees. New payments also affect balance.*



## Collection Transfer and Payments

**FY 2023**



Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	7,572	\$352,100.47	\$49,602.99
November	778	\$53,602.77	\$13,743.13
December	4,598	\$299,909.27	\$30,412.99
January	7,887	\$514,799.66	\$55,823.24
February	10,365	\$635,370.97	\$71,596.05
March	6,782	\$423,449.64	\$58,584.29
April	5,863	\$387,674.66	\$49,481.10
May	13,075	\$877,752.89	\$106,257.02
June	3,473	\$236,599.58	\$39,704.90
July	5,525	\$371,961.36	\$54,785.60
August	4,987	\$336,084.56	\$49,970.65
September	5,118	\$343,634.67	\$43,221.72
<b>Total</b>	<b>76,023</b>	<b>\$4,832,940.50</b>	<b>\$623,183.68</b>



**Payment Processing  
2023**



Source	Payment Mode	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
CSC Payments	Bank												
	Cashier Check	\$17.34	\$16.67	\$19.68	\$71.34		\$1.67	\$8.03			\$22.28		
	Cash	\$1,650.55	\$2,152.99	\$2,523.52	\$2,614.45	\$2,577.16	\$4,139.71	\$2,170.93	\$2,680.83	\$2,111.19	\$2,772.06	\$2,722.97	\$2,781.76
	Check	\$10,878.86	\$19,461.18	\$17,516.80	\$19,568.85	\$11,027.50	\$22,775.60	\$12,314.18	\$10,184.83	\$10,637.78	\$13,875.12	\$14,797.52	\$14,019.10
	CreditCard	\$27,551.97	\$26,149.38	\$29,543.21	\$31,352.06	\$27,505.60	\$39,183.72	\$31,173.98	\$36,199.34	\$45,325.10	\$42,056.88	\$49,618.30	\$43,738.91
	DebitCard	\$24,125.19	\$32,550.20	\$37,707.10	\$48,969.48	\$39,955.39	\$47,777.32	\$30,199.06	\$31,903.88	\$32,159.34	\$38,999.50	\$42,993.19	\$36,654.48
	MoneyOrder	\$911.91	\$1,157.27	\$1,204.88	\$1,365.00	\$1,326.38	\$1,041.81	\$651.18	\$963.09	\$771.07	\$800.82	\$1,444.84	\$1,257.99
	<b>Total Amount</b>	<b>\$65,135.82</b>	<b>\$ 81,487.69</b>	<b>\$ 88,515.19</b>	<b>\$ 103,941.18</b>	<b>\$ 82,392.03</b>	<b>\$ 114,919.83</b>	<b>\$ 76,517.36</b>	<b>\$ 81,931.97</b>	<b>\$ 91,004.48</b>	<b>\$ 98,526.66</b>	<b>\$ 111,576.82</b>	<b>\$ 98,452.24</b>
WEB Payments	Bank	\$7,915.82	\$6,719.05	\$9,814.23	\$9,275.28	\$7,488.67	\$7,517.07	\$6,288.78	\$5,475.15	\$5,024.99	\$5,836.65	\$7,747.33	\$5,675.57
	CreditCard	\$67,795.15	\$86,174.41	\$85,219.42	\$93,148.88	\$66,014.17	\$69,565.98	\$53,981.82	\$62,222.69	\$60,684.49	\$74,982.46	\$91,017.76	\$83,106.12
	DebitCard	\$96,892.47	\$125,247.39	\$131,829.05	\$143,723.49	\$108,970.72	\$114,114.03	\$88,695.42	\$88,940.67	\$105,466.77	\$115,936.00	\$131,487.86	\$141,064.60
	<b>Total Amount</b>	<b>\$ 172,603.44</b>	<b>\$ 218,140.85</b>	<b>\$ 226,862.70</b>	<b>\$ 246,147.65</b>	<b>\$ 182,473.56</b>	<b>\$ 191,197.08</b>	<b>\$ 148,966.02</b>	<b>\$ 156,638.51</b>	<b>\$ 171,176.25</b>	<b>\$ 196,755.11</b>	<b>\$ 230,252.95</b>	<b>\$ 229,846.29</b>
	<b>Combined Total</b>	<b>\$ 237,739.26</b>	<b>\$ 299,628.54</b>	<b>\$ 315,377.89</b>	<b>\$ 350,088.83</b>	<b>\$ 264,865.59</b>	<b>\$ 306,116.91</b>	<b>\$ 225,483.38</b>	<b>\$ 238,570.48</b>	<b>\$ 262,180.73</b>	<b>\$ 295,281.77</b>	<b>\$ 341,829.77</b>	<b>\$ 328,298.53</b>
												YTD	\$ 3,465,461.68

Daily Average	\$2,101.16	\$	2,716.26	\$	2,855.33	\$	3,352.94	\$	2,942.57	\$	3,707.09	\$	2,550.58	\$	2,642.97	\$	3,033.48	\$	3,178.28	\$	3,599.25	\$	3,281.74
---------------	------------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------	----	----------

Type text here



## Mail Batch Summary Report

FY 2023



Month	Toll Bill			1st Notice			2nd Notice			Final Notice			Total Completed
	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	
October	25,641	25,619	22	1,584	1,583	1	889	886	3	806	803	3	28,920
November	20,045	20,013	32	10,945	10,900	45	10,728	10,683	45	8,863	8,840	23	50,581
December	20,846	20,812	34	27,814	27,752	62	13,438	13,406	32	12,552	12,498	54	74,650
January	21,021	17,415		9,974	8,442		20,580	17,212		11,373	8,869		51,938
February	12,996	17,921		6,817	9,214	112	4,617	9,174	100	5,580	9,737	153	46,411
March	26,707	27,382		11,146	10,514	632	8,622	8,099	523	17,240	16,053	1,187	64,390
April	26,800	26,800		10,142	9,598	544	6,890	6,436	454	5,634	5,279	355	49,466
May	29,988	29,988		18,260	17,292	968	9,351	8,745	606	7,848	7,300	548	65,447
June	31,233	31,233		13,239	12,559	680	11,145	10,421	724	6,439	5,981	458	62,056
July	33,638	33,638		13,792	13,158	634	10,497	9,839	658	7,952	7,388	564	65,879
August	35,516	35,516		22,463	21,384	1,079	12,363	11,629	734	12,640	11,782	858	82,982
September	26,351	26,351		17,303	16,483	820	13,733	12,913	820	8,853	8,254	599	66,240
	310,782	312,688	88	163,479	158,879	5,577	122,853	119,443	4,699	105,780	102,784	4,802	<b>708,960</b>





## IMAGE REVIEW OVERVIEW

FY 2023

Month	1st Review	2nd Review	3rd Review	3rd Review %	Total
October	140,597	135,021	12,462	5%	288,080
November	149,723	146,029	13,873	5%	309,625
December	141,269	159,636	15,298	5%	316,203
January	163,734	163,573	19,402	6%	346,709
February	148,844	141,793	13,107	5%	303,744
March	178,822	178,201	24,278	7%	381,301
April	149,600	142,566	16,874	6%	309,040
May	152,416	133,688	13,242	5%	299,346
June	157,473	163,016	21,565	7%	342,054
July	158,611	147,320	16,906	6%	322,837
August	173,889	174,324	18,454	5%	366,667
September	149,028	144,117	11,337	4%	304,482
Total p/Review	1,864,006	1,829,284	196,798		
Total Images Processed					3,890,088

## IMAGE REVIEW OVERVIEW by CSR

September 2023

CSR	1st Review	2nd Review	3rd Review	Total
Misread			204	204
Barbara	25,758	21,174		46,932
Jose Luis	20,234	22,955		43,189
Juan	18,321	24,082	800	43,203
Keyla	22,405	17,319		39,724
Robert	24,010	35,015		59,025
Jose	26,219	5,033		31,252
Eduardo	2,443	4,771	3,331	10,545
Janett	3,984	4,804	6,814	15,602
Lily	5,654	8,964	188	14,806
Total Images Processed				304,482





**Code Off Report**  
**FY 2023**

GANTRY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
SH550-Main-North	6%	6%	6%	6%	6%	6%	6%	5%	4%	4%	4%	4%	5%
SH550-Main-South	8%	7%	6%	7%	7%	7%	8%	7%	4%	4%	4%	4%	6%
Port Spur NB	8%	7%	9%	8%	7%	6%	6%	7%	5%	6%	6%	7%	7%
Port Spur SB	7%	6%	7%	8%	7%	6%	8%	5%	4%	4%	5%	6%	6%
DC North	7%	7%	8%	7%	6%	6%	6%	4%	4%	4%	4%	5%	6%
DC South	8%	7%	7%	7%	7%	7%	8%	7%	4%	4%	4%	4%	6%
Old Alice Rd E NB	0%	0%	0%					17%	11%	15%	16%	18%	10%
Old Alice Rd X SB	0%	14%	14%	14%	15%	13%	13%	13%	11%	12%	13%	14%	12%
<b>Code Off Rate to Transactions p/mo</b>	<b>4%</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>	<b>4%</b>	<b>4%</b>	<b>5%</b>	<b>4%</b>	<b>3%</b>	<b>3%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>

September Breakdown - Reason Codes									
	Main N	Main S	Port Spur N	Port Spur S	DC N	DC S	OA N	OA S	Total
Camera Issue	47	83	67	169	74	51	70	37	598
Image Quality	274	325	623	500	153	192	208	124	2,399
Exempt	257	279	219	179	166	161	101	97	1,459
Unreadable	588	655	458	482	508	541	411	133	3,776
Disable Veteran	1485	1552	1098	975	1486	1389	776	933	9,694
<b>Total per Plaza</b>	<b>2,651</b>	<b>2,894</b>	<b>2,465</b>	<b>2,305</b>	<b>2,387</b>	<b>2,334</b>	<b>1,566</b>	<b>1,324</b>	<b>17,926</b>



**Code Off Breakdown  
by Plaza/Lane  
September 2023**

	Main N				Main S				Port Spur N				Port Spur S				DC N				DC S				OA N				OA S				Total
	Ln 1	LN 2	LN 3	Total	Ln 4	LN 5	LN 6	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	Ln 4	LN 5	LN 6	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	
Camera Issue		36	11	47	6	25	52	83	19	48		67	8	161		169	55	14	5	74	9	35	7	51	1	69		70		37		37	598
Image Quality		163	111	274	105	220		325	17	606		623	3	497		500	1	110	42	153	49	141	2	192	1	207		208		124		124	2399
Exempt		81	176	257	90	189		279	1	218		219		179		179		94	72	166	79	82		161		101		101		97		97	1459
Unreadable		362	226	588	122	532	1	655	20	438		458	19	463		482	4	366	138	508	132	406	3	541		411		411		133		133	3776
Disable Veteran		676	809	1485	451	1101		1552	2	1096		1098	1	974		975		997	489	1486	545	844		1389		776		776		933		933	9694
Total per Plaza	2651				2894				2465				2305				2387				2334				1566				1324				17,926

Code Off Rate to Transactions  
for the month

4%



### Fuego Accounts Registered

CSR	October	November	December	January	February	March	April	May	June	July	August	September	Total/per person
Barbara	12	14	18	21	28	33	18	25	28	15	29	27	268
Juan	21	32	38	34	37	31	26	37	26	41	40	25	388
Jose Luis	17	26	9	28	28	20	12	20	19	18	18	15	230
Jose Lopez						3	2	6	9	5	4	13	42
Keyla	3	14	11	28	26	27	19	22	19	15	25	12	221
Dylan											4		
Robert	3	9	3	13	9	21	5	21	31	37	34	25	211
Selina	11	8	5	15	10	21	7	6	3				86
Eduardo	4	2	3	5	1	4	2	3	3	4	5	1	37
Janett		1	1	2	5	2	0	0		1		1	13
													0
													0
													0
<b>Total FUEGO Accts Opened by CSR</b>	71	106	88	146	144	162	91	140	138	136	159	119	1496
<b>Total FUEGO Accts Opened</b>	137	209	175	227	223	239	178	221	219	240	253	195	2516
<b>Enrollment % in Office</b>	52%	51%	50%	64%	65%	68%	51%	63%	63%	57%	63%	61%	59%



## FY 2023 CSR Monthly Call Report

CSR Name	October	November	December	January	February	March	April	May	June	July	August	September	Total
Barbara	823	864	642	690	539	536	365	431	384	273	545	507	6,599
Juan	831	748	621	561	383	305	315	500	467	706	698	754	6,889
Jose	662	732	557	549	433	499	470	466	586	614	511	624	6,703
Keyla	686	1062	968	984	766	948	847	888	867	874	1006	603	10,499
Robert	819	962	655	791	582	691	377	496	512	727	605	460	7,677
Selina	550	567	485	494	382	337	350	382	155				3,702
Jose Lopez					44	188	212	216	293	19	351	391	1,714
Dylan										26	284		
Eduardo	41	93	51	81	47	14	6	10	27	49	81	78	578
Janett	19	31	24	23	7	5	2	2	0	2	1	3	119
													-
													-
													-
													-
													-
<b>Total Answered Calls</b>	<b>4431</b>	<b>5059</b>	<b>4003</b>	<b>4,173</b>	<b>3,183</b>	<b>3,523</b>	<b>2,944</b>	<b>3,391</b>	<b>3,291</b>	<b>3,571</b>	<b>4,082</b>	<b>3,420</b>	<b>45,071</b>
<b>Missed Calls</b>	<b>635</b>	<b>1012</b>	<b>693</b>	<b>765</b>	<b>320</b>	<b>369</b>	<b>281</b>	<b>177</b>	<b>267</b>	<b>515</b>	<b>346</b>	<b>260</b>	<b>5640</b>
<b>Totals Calls Received</b>	<b>5066</b>	<b>6071</b>	<b>4696</b>	<b>4,938</b>	<b>3,503</b>	<b>3,892</b>	<b>3,225</b>	<b>3,568</b>	<b>3,558</b>	<b>4,086</b>	<b>4,428</b>	<b>3,680</b>	<b>50,711</b>
<b>% Missed</b>	<b>13%</b>	<b>17%</b>	<b>15%</b>	<b>15%</b>	<b>9%</b>	<b>9%</b>	<b>9%</b>	<b>5%</b>	<b>8%</b>	<b>13%</b>	<b>8%</b>	<b>7%</b>	<b>11%</b>



**2-E      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 VETERAN’S BRIDGE DAP  
PROJECT.**

**Noble Texas Builders - \$15,588.40**

**SpawGlass - \$1,300,000**



**2-F      CONSIDERATION AND APPROVAL OF THE AMENDED AND RESTATED  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY PERSONNEL  
POLICIES & PROCEDURES**



**MEMORANDUM**

**To: Board of Directors**

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

**Date: October 24, 2023**

**Subj: Personnel Policies**

Staff worked with Legal Counsel to make necessary changes to our Personnel Policies and Procedures.

Below is a summary of the changes being proposed for the CCRMA's Personnel Policies:

Chapter 9 cleaned up language dealing with separation forms and exit interviews.

Chapter 12, Under Letter B added language to strengthen the CCRMA's ability to verify whether the applicant can perform required duties.

Chapter 18, Under Letter A, Saturdays were eliminated, under Letter D, work schedules were clarified.

Chapter 22, Letter I, language was added to ensure we are in compliance with Federal and State laws concerning calculation of overtime.

Chapter 28, Language dealing with years of service was cleared up as far as calculation the number of years of service.

Chapter 32, sick leave bank was eliminated.

Chapter 41, Letters A & C were cleaned up and work uniforms were eliminated.

Chapter 52, Letter E, retention points based on a scoring system were eliminated for determining seniority and simplified the language.

Chapter 59, Letter B, language was added to automatically incorporate future applicable laws into the Personnel Policies without the need for amendment.

Exhibit A added language dealing with at will employment.

Exhibit B, under Criminal Activity, reporting requirements were clarified.

This is a quick summary of the changes made to the Personnel Policy to be consistent with the actual day-to-day operations of the CCRMA, and a more detailed explanation will be provided at the Board meeting.





# **Amended and Restated Personnel Policy Manual**

**ADOPTED BY  
BOARD ACTION**

**September 13, 2019**

Revised on September 17, 2020  
Revised on April 1, 2021  
Revised on July 22, 2021  
Revised on October 26, 2023



## **TABLE OF CONTENTS**

<b>INTRODUCTION – ABOUT THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY .....</b>	<b>- 1 -</b>
<b>CHAPTER 1. PURPOSE AND AUTHORITY OF THIS MANUAL .....</b>	<b>- 1 -</b>
<b>CHAPTER 2. ORGANIZATIONAL STRUCTURE.....</b>	<b>- 2 -</b>
<b>CHAPTER 3. GOALS OF THIS MANUAL .....</b>	<b>- 3 -</b>
<b>CHAPTER 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY .....</b>	<b>- 3 -</b>
<b>CHAPTER 5. AT WILL EMPLOYMENT .....</b>	<b>- 3 -</b>
<b>CHAPTER 6. DISABILITY POLICY .....</b>	<b>- 4 -</b>
<b>CHAPTER 7. CATEGORIES OF EMPLOYEES .....</b>	<b>- 4 -</b>
<b>CHAPTER 8. PROBATIONARY STATUS .....</b>	<b>- 5 -</b>
<b>CHAPTER 9. EMPLOYEE SEPERATION FORMS AND RECORDS.....</b>	<b>- 5 -</b>
<b>CHAPTER 10. RESIDENCE REQUIREMENTS.....</b>	<b>- 6 -</b>
<b>CHAPTER 11. HIRING RESTRICTIONS; DEGREES OF RELATIONSHIP; NEPOTISM PROHIBITIONS UNDER STATE LAW .....</b>	<b>- 6 -</b>
<b>CHAPTER 12. APPOINTMENTS TO JOB POSITIONS.....</b>	<b>- 7 -</b>
<b>CHAPTER 13. RECRUITMENT AND SELECTION.....</b>	<b>- 7 -</b>
<b>CHAPTER 14. PERFORMANCE EXPECTATIONS .....</b>	<b>- 8 -</b>
<b>CHAPTER 15. PERFORMANCE EVALUATION .....</b>	<b>- 9 -</b>
<b>CHAPTER 16. PERSONNEL RECORDS .....</b>	<b>- 9 -</b>
<b>CHAPTER 17. REQUIRED EMPLOYEE DATA .....</b>	<b>- 9 -</b>
<b>CHAPTER 18. WORK-WEEK; WORK SCHEDULES; PAY PERIODS; AND PAY DATES.....</b>	<b>- 10 -</b>
<b>CHAPTER 19. PAYROLL DEDUCTIONS .....</b>	<b>- 11 -</b>
<b>CHAPTER 20. SAFE HARBOR POLICY .....</b>	<b>- 11 -</b>
<b>CHAPTER 21. NATURAL DISASTERS AND EMERGENCIES .....</b>	<b>- 11 -</b>



<b>CHAPTER 22. OVERTIME, COMPENSATORY TIME AND FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE .....</b>	<b>11 -</b>
<b>CHAPTER 23. TIME-KEEPING AND PAYROLL RECORDS .....</b>	<b>13 -</b>
<b>CHAPTER 24. SALARY, WAGES, BENEFITS AND DEDUCTIONS.....</b>	<b>13 -</b>
<b>CHAPTER 25. SUMMARY OF BENEFITS.....</b>	<b>14 -</b>
<b>CHAPTER 26. PAID TIME OFF: GENERAL RULES .....</b>	<b>15 -</b>
<b>CHAPTER 27. PAID TIME OFF: HOLIDAYS.....</b>	<b>16 -</b>
<b>CHAPTER 28. PAID TIME OFF: VACATION TIME.....</b>	<b>17 -</b>
<b>CHAPTER 29. PAID TIME OFF: SICK LEAVE .....</b>	<b>18 -</b>
<b>CHAPTER 30. INTENTIONALLY DELETED.....</b>	<b>-19-</b>
<b>CHAPTER 31. SICK LEAVE PAY-OUT .....</b>	<b>19 -</b>
<b>CHAPTER 32. INTENTIONALLY DELETED .....</b>	<b>19 -</b>
<b>CHAPTER 33. PAID TIME OFF: BEREAVEMENT LEAVE.....</b>	<b>19 -</b>
<b>CHAPTER 34. WORKERS' COMPENSATION INJURY LEAVE.....</b>	<b>20 -</b>
<b>CHAPTER 35. FAMILY AND MEDICAL LEAVE ACT (FMLA).....</b>	<b>22 -</b>
<b>CHAPTER 36. TEMPORARY DISABILITY POLICY.....</b>	<b>23 -</b>
<b>CHAPTER 37. JURY DUTY, COURT PROCEEDINGS, AND VOTING LEAVE .....</b>	<b>24 -</b>
<b>CHAPTER 38. MILITARY LEAVE .....</b>	<b>25 -</b>
<b>CHAPTER 39. ADMINISTRATIVE LEAVE; PAID OR UNPAID .....</b>	<b>25 -</b>
<b>CHAPTER 40. TRAVEL AND EXPENSE POLICY.....</b>	<b>26 -</b>
<b>CHAPTER 41. DRESS CODE OBLIGATIONS.....</b>	<b>26 -</b>
<b>CHAPTER 42. SUBSTANCE ABUSE AND DRUG TESTING .....</b>	<b>26 -</b>
<b>CHAPTER 43. WORKPLACE HARASSMENT PROHIBITED .....</b>	<b>30 -</b>
<b>CHAPTER 44. CCRMA EQUIPMENT AND PROPERTY.....</b>	<b>32 -</b>
<b>CHAPTER 45. OPERATION OF MOTOR VEHICLES .....</b>	<b>33 -</b>



<b>CHAPTER 46. CONFLICT OF INTEREST.....</b>	<b>- 35 -</b>
<b>CHAPTER 47. PUBLIC AND MEDIA RELATIONS.....</b>	<b>- 36 -</b>
<b>CHAPTER 48. SOCIAL MEDIA POLICY.....</b>	<b>- 36 -</b>
<b>CHAPTER 49. POLITICAL ACTIVITY.....</b>	<b>- 38 -</b>
<b>CHAPTER 50. SMOKING AND TOBACCO USE POLICY .....</b>	<b>- 38 -</b>
<b>CHAPTER 51. DISCIPLINE POLICY GENERALLY .....</b>	<b>- 39 -</b>
<b>CHAPTER 52. NON-DISCIPLINARY SEPARATIONS .....</b>	<b>- 40 -</b>
<b>CHAPTER 53. DISCIPLINARY AND TRAINING PROCEDURE .....</b>	<b>- 41 -</b>
<b>CHAPTER 54. GROUNDS FOR DISCIPLINE.....</b>	<b>- 42 -</b>
<b>CHAPTER 55. COMPLAINTS AND GRIEVANCES.....</b>	<b>- 43 -</b>
<b>CHAPTER 56. RESERVED.....</b>	<b>- 46 -</b>
<b>CHAPTER 57. RESERVED.....</b>	<b>- 46 -</b>
<b>CHAPTER 58. RESERVED.....</b>	<b>- 46 -</b>
<b>CHAPTER 59. MISCELLANEOUS.....</b>	<b>- 46 -</b>
<b>CHAPTER 60. DEFINITIONS .....</b>	<b>- 46 -</b>
<b>EXHIBIT A – RECEIPT AND ACKNOWLEDGMENT FORM</b>	
<b>EXHIBIT B – CODE OF ETHICS ACKNOWLEDGEMENT</b>	
<b>EXHIBIT C – PUBLIC ACCESS OPTION FORM</b>	
<b>EXHIBIT D – WAGE DEDUCTION AUTHORIZATION FORM</b>	
<b>EXHIBIT E – LOCKER POLICY</b>	
<b>EXHIBIT F – ORGANIZATIONAL STRUCTURE</b>	
<b>EXHIBIT G – NEPOTISM CHART</b>	



## **INTRODUCTION – ABOUT THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

- A. The passing of House Bill 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 can no longer be relied upon to keep pace with rising transportation costs. The Texas Legislature approved the establishment of Regional Mobility Authorities (RMA's) 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.
- B. The mission of the CCRMA is to expeditiously provide innovative, regional solutions to congestion problems while enhancing the economic vitality and quality of life in the Cameron County region. Our goals include:
  - 1. Provide Expertise in the Development of Solutions to our Region's Mobility Challenges
  - 2. Deliver Mobility Projects Expeditiously
  - 3. New Economic Development Opportunities
  - 4. Identify Financial Alternatives
  - 5. Organizational Transparency and Efficiency
- C. The CCRMA is committed to be an open and transparent government organization staffed by experts who are purposefully working cooperatively with key stakeholder ground in the community.

## **CHAPTER 1. PURPOSE AND AUTHORITY OF THIS MANUAL**

- A. The purpose of this Manual is to establish a uniform set of policies governing the employees of the Cameron County Regional Mobility Authority (CCRMA) with respect to performance expectations, pay, benefits, and disciplinary policy.
- B. This Manual applies to each and every employee of the CCRMA. It shall be the duty and responsibility of the Executive Director to oversee its implementation. The Manual shall apply to the Executive Director as well, subject to contract requirements.
- C. This Policy Manual is not intended to, nor does it in fact, serve as an express or implied contract or promise of continued or future employment with the CCRMA. Neither this manual nor the policies and procedures set forth in it create contractual rights regarding the status of job descriptions, maintenance of standards, personnel action, or otherwise, neither can it alter the employment-at-will relationship in any way. This means that both the employee and the CCRMA retain the right to terminate the employment relationship at any time and for any reason. This Manual is intended as a guide for management and employees that addresses expectations and objectives in connection with the operations of the CCRMA and management of personnel.



- D. The CCRMA Board of Directors has the authority to adopt this Manual, and it retains its authority to amend and modify the Manual whenever necessary to correct and improve the services that the CCRMA provides to the citizens of South Texas within Cameron County.
- E. The CCRMA expects its employees to comply with all applicable rules of behavior and conduct in the performance of duties, including all rules, regulations, and policies relating to safety rules and safety standards.
- F. Every CCRMA employee is expected to know and understand that the employee works for the citizens of Cameron County, Texas and that exemplary customer service is a fundamental job requirement that applies to every budgeted position authorized by the CCRMA and its Board of Directors.
- G. Should an employee have a question concerning a policy contained in the Personnel Policy Manual, he/she is encouraged to consult his/her supervisor/manager. Specific questions involving the interpretation or application of a policy should be referred to the authorized personnel.

## **CHAPTER 2. ORGANIZATIONAL STRUCTURE**

- A. The CCRMA is a regional mobility authority authorized and existing pursuant to the provisions of House Bill 3588, enacted by the 78<sup>th</sup> Legislature of Texas and codified in Texas Transportation Code, Chapter 370, as the Regional Mobility Authority Act adopted by the Texas Department of Transportation concerning the operation of regional mobility authorities.
- B. The chief administrator of the CCRMA shall be the Executive Director, other Administrators may be appointed by the Executive Director with the consent of the Board. All such administrators shall perform such duties and have such powers as may be assigned to them by the Executive Director or as set forth in the Board Resolutions. The Executive Director serves at the discretion of the Board performing all duties assigned by the Board and implementing resolutions adopted by the Board. The Executive Director shall be responsible for the general management, hiring, appointment, promotion, demotion, and termination of employees and day-to-day operations of the CCRMA.
- C. The primary role of management at the CCRMA is to sustain a consistently high level of customer satisfaction and to attract, inspire, develop and retain top talent in the organization. In addition, the CCRMA management is responsible for ensuring that employees carry out the CCRMA's mission and business objectives in a manner that is effective and efficient.
- D. The CCRMA is organized in a top down pyramid structure and is organized into administrative departments. The design of the administrative structure, including the design and functions of each department, is determined by the Executive Director and the Board of Directors as part of the budget process from year to year. See Exhibit "F".
- E. The staffing needs of the CCRMA generally, and of each specific Department is also controlled by the Executive Director and the Board of Directors. The number of budgeted and recognized positions is handled through the budget process, considering the needs of the CCRMA and any fiscal restraints that exist in any particular budget year.



- F. Department heads or supervisors will be responsible for the proper and effective administration of these Rules and Regulations within their departments. Routine matters pertaining to enforcement may be delegated to other supervisory personnel.
- G. Department heads or supervisors may, with approval from the authorized personnel, prepare and enforce supplemental personnel policies for the administration of personnel matters specific to their department. These departmental policies and procedures shall serve as supplements to this Personnel Policies Manual. In the event of conflict in any section, the policies in this Manual shall control.

### **CHAPTER 3. GOALS OF THIS MANUAL**

- A. The goals of this Manual are as follows:
  - 1. To promote and increase employee efficiency and responsiveness to the public;
  - 2. To provide fair and equal employment opportunity for qualified persons who work for the CCRMA;
  - 3. To maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in the CCRMA service; and
  - 4. To promote pride and high morale among CCRMA Employees by fostering good working relationships.

### **CHAPTER 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. The CCRMA is committed to equal employment opportunity for all individuals without regard to race, religion, gender, sexual orientation, age, national origin, disability, or veteran status. This commitment extends to all terms, conditions, and privileges of employment and the work environment as provided for by both state and federal law.
- B. Harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's race, religion, color, national origin, sex, age, disability, or veteran status, as defined by state and federal law is prohibited and is grounds for disciplinary action up to and including termination.
- C. The CCRMA is committed to enforcement of any and all applicable state and federal law that prohibits retaliation against an employee motivated by what is otherwise protected conduct or activity under state or federal law.

### **CHAPTER 5. AT WILL EMPLOYMENT**

- A. Employment with the CCRMA is considered "at will," meaning that both, the employee and the CCRMA have a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party. Thus, an employee may resign for any reason and at any time. Similarly, the CCRMA may choose to terminate employment at any time, for any reason, with or without advance notice and with or without cause.
- B. Employment with the CCRMA is considered at will, except where employment may be covered by a specific, written employment contract that is executed by both the employee and the Executive Director and/or Board of Directors of the CCRMA.
- C. This Personnel Manual does not create a contract of employment or an implied contract of employment. No one at the CCRMA is authorized to verbally alter the



employment-at-will status for any individual and no statements to the contrary can create an employment contract at the CCRMA.

- D. Unless a written employment contract exists, signed by the employee, and the Executive Director and/or Board of Directors of the CCRMA, there is no contractual agreement between the CCRMA and any employee.

## **CHAPTER 6. DISABILITY POLICY**

- A. The CCRMA will make reasonable accommodations, as required by state and federal law and in accordance with the most recent interpretations of any applicable law.
- B. Employees who believe they need an accommodation in the performance of their job should discuss the matter with their supervisor or department head so that an evaluation can be made about the extent to which such an accommodation is either needed or required.
- C. CCRMA management reserves the right to make ultimate determinations about the level of accommodation required by law, taking into account the legitimate needs and interests of the CCRMA, as well as of the employee.

## **CHAPTER 7. CATEGORIES OF EMPLOYEES**

- A. Regular Full-Time employees are those who are regularly scheduled to be at work a minimum of forty hours per week on a regular basis. Regular Full-Time employees will receive full benefits, subject to completion of a probationary period as specified in this Manual.
- B. Regular Part-Time employees are those employees who are regularly assigned to work less than the amount of time regularly scheduled for Full-Time employees. While part time employees may occasionally work forty or more hours in a particular workweek, or in a series of workweeks, that by itself will not change their regular schedule. However, the CCRMA reserves the right to change the regular schedules of employees at any time. In such case, the CCRMA will give affected employees as much advance notice as possible of their new regular schedules and will advise employees of the effect of such changes on their eligibility for company benefits. Regular part-time employees shall not receive any fringe benefits, except those required by law, or except as otherwise provided for in this Manual. Part-Time regular employees are not eligible for CCRMA benefits, other than Texas County District Retirement System (TCDRS), Workers Compensations Insurance and FICA (Social Security and Medicare tax).
- C. Temporary or Seasonal employees who are expected to remain employed for only a limited period of time (such as for a season) or for a special task or project will be carried as Temporary Employees. Temporary/Seasonal employees are not eligible for CCRMA benefits, other than Workers Compensations Insurance and FICA (Social Security and Medicare tax).
- D. An intern is an employee who generally is hired to work for a defined period usually coinciding with the college semester and may work from 10-30 hours per work week, depending on business needs, and intern's college schedule, and other factors. This position may be paid or unpaid. Interns are not eligible for CCRMA benefits, other than Workers Compensations Insurance and FICA (Social Security and Medicare tax).



- E. Volunteers are those who are not otherwise carried as a regular or part-time employee. The provisions of this Manual shall apply to the extent that volunteer functions and activities are in furtherance of any interest for the CCRMA.
- F. The provisions of this Manual shall apply to positions recognized in the CCRMA By-laws that are appointed by the Board of Directors, and any CCRMA employee; provided, however, that the provisions of the CCRMA By-laws and any applicable state law, shall control.
- G. Contractors are persons who render services to the CCRMA pursuant to a retainer agreement, a contract (oral or in writing), or on a task or project basis, are not otherwise considered employees of the CCRMA. The provisions of this Manual do not apply to contractors.

## **CHAPTER 8. PROBATIONARY STATUS**

- A. New Employees - All newly hired employees shall be carried on a probationary status for a period of six (6) months from the official date of hire (DOH) and shall be utilized by the CCRMA to evaluate that employee during their first six (6) months of employment to determine whether further employment in a specific position with the CCRMA is appropriate. Management may require an extended probationary period of up to twelve (12) months for higher level administrative positions, at its discretion. This classification applies to both new employees, rehired employees, and employees who are either transferred or promoted within the CCRMA.
- B. Transferred Employees - Any existing employee who is transferred from one job position to another within the same department shall be carried on a probationary status in the transferred position for a period of six (6) months from the date of such transfer. Additionally, an employee must remain in his/her position for a minimum of six (6) months before requesting or applying for a transfer.
- C. The probationary period is intended to allow both the employee and the employee's supervisors to evaluate the knowledge, skills, and abilities of the employee in the designated position. Within the probationary period the employee may request or will receive counseling, feedback and evaluations with respect to job performance.
- D. A new employee may be dismissed at any time during the initial six (6) month or the extended probationary period when, in the judgment of the Executive Director, the quality and performance of his or her work does not merit continuation as a CCRMA employee.
- E. An employee who has completed his or her initial probationary period may be dismissed by the Executive Director for various reasons, which include but are not limited to those listed in Chapter 50. All employees remain subject to performance evaluations to be conducted at least once a year.

## **CHAPTER 9. EMPLOYEE SEPARATION FORMS AND RECORDS**

- A. Employee Separation Forms. An Employee Separation Form must be filled out by the Supervisor of Department Head for each employee who is separated, noting the reason for the separation. The Department Head shall keep a copy of the form and submit the original to the payroll clerk and a copy to the Human Resource Department for further processing.
- B. Payroll Attendance Worksheet. Information regarding employee separation must also be reported to the Human Resources Department of the Pay Roll Attendance Worksheet and must reflect any vacation and/or comp-time pending.



## **CHAPTER 10. RESIDENCE REQUIREMENTS**

- A. Except as otherwise may be required by the CCRMA By-laws, CCRMA employees are not required to reside within the Cameron County limits.
- B. However, employees in public safety or public maintenance job functions who may be needed at work on an emergency basis may be required to reside within reasonable commuting ranges of that employees work assignment.
- C. The CCRMA is not responsible for any travel costs incurred in commuting to and from work or duty stations when coming on or off of duty. The CCRMA's obligations to pay begin when the employee arrives at that employee's work or duty station and ends when the employee leaves the work of duty station at the end of the work shift.

## **CHAPTER 11. HIRING RESTRICTIONS; DEGREES OF RELATIONSHIP; NEPOTISM PROHIBITIONS UNDER STATE LAW**

- A. Nepotism is the showing of favoritism towards a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the CCRMA. No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to a CCRMA Official or to any employee who would directly supervise his or her job performance. See Exhibit "G" on nepotism.
- B. As an initial matter, the CCRMA's nepotism policy shall comply with any and all requirements imposed by state law, and applicable state law is hereby incorporated by reference. Therefore, with respect to CCRMA's public officials, the CCRMA's baseline nepotism policy is governed by Chapter 573 of the Texas Gov't Code, which is hereby incorporated by reference.
- C. A public official may not appoint, confirm the appointment of, or vote for the appointment or confirmation of the appointment of an individual to a regular position that is to be directly or indirectly compensated from public funds or fees of office if:
  - 1. The individual is related to the public official within a degree described in the chart as a covered nepotism relationship by state law; or,
  - 2. The public official holds the appointment or confirmation authority as a member of a local board and the individual is related to another member of that board, within a degree described as a covered nepotism relationship by state law.
- D. As applied to the Board of Directors, the state law nepotism prohibitions apply to the following appointed positions under the CCRMA Charter, specifically:
  - 1. The appointment of municipal officers and other management personnel, specifically:
    - a) the Executive Director; and,
  - 2. The appointment of any boards, panels, committees recognized under the CCRMA By-laws and who would be directly or indirectly compensated from public funds or fees.
- E. As applied to appointed officers of the CCRMA who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.



- F. In the event that two current CCRMA employees become related in a manner prohibited by this section, the two parties will be given a reasonable time for one or the other to secure another position, within the CCRMA in another department, or outside. For purposes of this policy, a reasonable time will not normally exceed two months. If the two parties cannot decide which of them will forfeit his or her job, the party with the least seniority may be terminated.

## **CHAPTER 12. APPOINTMENTS TO JOB POSITIONS**

- A. Appointments to job positions authorized under the budget shall be made by the Executive Director, and shall be based on merit, considering the requirements of the job, and the knowledge, skills, abilities, and training of the employee applicant.
- B. The Executive Director shall have authority, as part of the hiring process, to require clearance on background checks, including a drug screening and any questions concerning an applicant's ability to perform the duties required by the job position, in connection with any position to the fullest extent allowed by law.
- C. Each department head, elected or appointed, is responsible for the selection and tenure of his or her employees within budget and numerical limits set by the CCRMA. Personnel budgets and authorized numbers of positions are established by the CCRMA budget and salary schedules and amendments hereto, as approved by the CCRMA Board of Directors.

## **CHAPTER 13. RECRUITMENT AND SELECTION**

- A. Employee vacancies at the CCRMA are filled on the basis of merit, whether by promotion from within or by initial appointment. Selections of the persons best matched to fill the vacancies are made only on the basis of occupational qualifications and job related factors such as skill, knowledge, education, experience, and ability to perform the specific job.
- B. CCRMA maintains a job description, which established for each staff position the required knowledge, skills, and abilities and the acceptable levels of experience and training for the position. The job description sets for the minimum acceptable qualifications to fill the position. CCRMA will make a reasonable effort to accommodate job applicants and employees who have disabilities.
- C. CCRMA has four methods of recruiting and selection persons to fill vacancies. They are as follows:
  - 1. Promotion from within;
    - a. Vacancy shall be posted in-house for a minimum of five (5) working days
  - 2. Lateral transfer from within;
  - 3. Public announcements and competitive consideration of applications for employment; and
  - 4. Section from a valid current eligibility list.
- D. Promotions are changes in the duty assignment of an employee from a position in one classification to a position in another classification in a higher pay group. A promotion recognized advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will receive a salary increase. Promotions are approved by the department head within



the staffing pattern and budget limits approved by the CCRMA. Upon promotion an employee is in evaluation period in the new position for a period of six months from the date of the written approval of the promotion, unless extended by the department head for an additional period of up to six (6) months.

- E. Lateral transfers are movements of an employee between positions in the same pay group. Lateral transfers may be made within the same department or among other departments of the CCRMA with the approval of the Department Heads
- F. CCRMA is an “AT WILL” equal employment opportunity employer and Public announcements of position openings with the CCRMA are disseminated by the Human Resources Department and the respective department head, in the manner most appropriate to the particular position being held. Each job posting shall be posted for a minimum of five (5) working days
- G. Each applicant for CCRMA employment must submit a written application and other pertinent information regarding training and experience. The department head shall make appropriate inquiries to verify experience, character, and suitability of any applicant.
- H. Employees of the CCRMA will be notified by the Human Resources Department of known vacancies in the organization for which applications will be accepted. Employees will be permitted to apply for positions for which they believe themselves to be qualified.
- I. An applicant is disqualified from employment by the CCRMA if he or she does not meet the minimum qualifications for performance of the duties of the position involved; knowingly has made a false statement on the application form; has committed fraud during the selection process; or is not legally permitted to hold the position.

#### **CHAPTER 14. PERFORMANCE EXPECTATIONS**

- A. It is also the policy of the CCRMA that all employees are expected to be qualified, ready, willing, and able to perform the job duties for the position that the employee holds.
- B. CCRMA management reserves the right to define the needs of the job positions, and employees are hired with an expectation that they can meet the needs of the position.
  - 1. When the needs of a position change, the employee will be provided with a reasonable amount of training and orientation to meet those needs.
  - 2. If an employee is unable or unwilling to satisfy the needs of a job position, that employee may be transferred to a different duty position if available or may be involuntarily separated from employment for non-disciplinary reasons.
- C. It is the policy of the CCRMA that all employees are expected to comply with the CCRMA’s standards of behavior and performance, as set forth in this policy manual, or as otherwise required by supervisory personnel. Non-compliance with these standards may result in an adverse personnel decision, including termination of employment.



## **CHAPTER 15. PERFORMANCE EVALUATION**

- A. CCRMA management may provide a performance evaluation on a regular or on an as needed basis to give employees an opportunity to better understand the duties of their positions and to meet the standards of performance expected for the position.
- B. Formal performance evaluations shall be reduced to writing and a copy provided to the employee. Nothing in this Personnel Policy precludes the use of verbal evaluations.
- C. An employee who consistently demonstrates an inability or an unwillingness to perform assigned duties, and who in the opinion of the employee's supervisor, department head, and/or Executive Director as appropriate, remains unwilling or unable to perform the functions of the job position held, may be subject for the removal from the position held.

## **CHAPTER 16. PERSONNEL RECORDS**

- A. The CCRMA shall maintain a personnel file for each employee. An employee's personnel records belong to the CCRMA and not to the employee.
- B. An employee has the privilege of inspecting his or her official personnel file, upon written request made to the Executive Director or authorized personnel.
- C. Review and inspection of an employee's personnel file shall be under the supervision of the department head or authorized personnel.
- D. An employee must have on file a signed and executed Personnel Manual Acknowledgment Form and Code of Ethics Form, which may be obtained from the department head or authorized personnel. See Exhibit "A" and Exhibit "B" to this Manual.
- E. An employee must have on file a signed and executed Public Access Option Form, a copy of which is attached as an Exhibit "C" to this Manual. A copy may also be obtained from the department head or authorized personnel.
- F. An employee must also have on file a signed and executed Wage Deduction Form, a copy of which is attached as Exhibit "D" of this Manual. A copy may also be obtained from the department head or authorized personnel.
  - 1. Wage deductions for employee incurred obligations to the CCRMA may be deducted only after a notice of specific amounts owed have been presented to the employee and any disputes over the amounts owed have been resolved.
  - 2. The Executive Director has final authority to resolve any disputes over proposed wage deductions to be levied against an employee's paycheck.

## **CHAPTER 17. REQUIRED EMPLOYEE DATA**

- A. Each employee is responsible for maintaining current and updated contact information in their personnel file.
- B. The following categories of contact information must be kept current:
  - 1. Residence address, whether it be mailing or residential;
  - 2. Home or Personal phone number and or personal email account for the purpose of facilitating communications;



3. Changes in marital status or in number of dependents to the extent that such change impacts health insurance coverage and income tax withholding;
  4. Changes of beneficiary for life insurance and retirement benefits;
  5. Any certificates related to schooling or training, especially if it relates to the employee's job duties;
  6. Any changes in social security or driver's license numbers;
  7. A valid identification or driver's license;
  8. Any arrest for any offense other than a minor traffic offense such as parking or speeding.
- C. Employees should also fill out a form related to the exercise of their option regarding whether they want certain personal data contained in their personnel file to be excluded from disclosure in response to any request for information filed with the CCRMA under the Texas Public Information Act Request.
1. The appropriate form is attached as Exhibit "C" to this Manual. It should be filled out, signed, and turned in to the department head or authorized personnel.

## **CHAPTER 18. WORK-WEEK; WORK SCHEDULES; PAY PERIODS; AND PAY DATES**

- A. The CCRMA's basic work schedule shall coincide with the established hours of business, which generally runs from Monday through Friday, starting at 8:00 AM through 5:00 PM. Call center hours runs from Monday through Friday, starting at 8:00 AM through 5:00 PM with hours subject to change as the work demands.
- B. The CCRMA's basic workweek shall consist of a forty (40) hour workweek for full-time employees and a minimum of twenty (20) hour workweek for part-time employees.
- C. The CCRMA's official workweek for purposes of scheduling and establishing pay periods shall begin at 12 A.M each Friday morning and runs through 11:59 PM on the following Thursday evening.
- D. Depending on the purposes and function of each department, the CCRMA, acting through its management personnel (Executive Director and Department Heads), may establish work schedules that provide for CCRMA services outside of the usual business cycle on an as needed basis, but shall otherwise generally adhere to a forty-hour work period.
- E. The CCRMA's pay period shall be bi-weekly. The Executive Director has the authority to alter or change its pay periods at any time but would give advance notice of such a change before it would be implemented.
- F. The CCRMA's pay date shall generally be no later than 7 working days after the close of the pay period, but in no event later than 14 days after the close of the pay period. The CCRMA reserves the right to modify its pay period and the pay date if needed to improve its payroll system.
- G. CCRMA offices may be closed at any time during the regular workweek only by order of the CCRMA Board of Directors or the Executive Director for reasons such as bad weather or training. Work time lost by employees due to official closings of office will be charged to "other time".



## **CHAPTER 19. PAYROLL DEDUCTIONS**

- A. Deductions will be made from each employee's pay for the following:
- Federal Income Taxes;
  - Social Security;
  - Medicare; and
  - Employee's contribution to the CCRMA and District Retirement System.
- B. In accordance with policies and general procedures approved by the CCRMA Board of Directors deductions from an employee's pay may be authorized by the employee for. See Exhibit "D":
- Deferred Compensation;
  - Group Health/Medical Insurance for dependents;
  - United Way Contributions; or
  - Supplemental policies as authorized by the CCRMA.

## **CHAPTER 20. SAFE HARBOR POLICY**

- A. It is the policy of CCRMA to accurately compensate employees and to do so in accordance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and report all errors. You also must not engage in off-the-clock or unrecorded work.
- B. The CCRMA strictly prohibits improper payroll deductions. If you believe that an improper deduction has occurred, you should report this concern to the CCRMA immediately for prompt investigation. Upon review, if it is determined that an improper deduction has occurred, then the CCRMA will promptly reimburse you in full and take reasonable measures to ensure future compliance in accordance with the Fair Labor Standards Act.

## **CHAPTER 21. NATURAL DISASTERS AND EMERGENCIES**

- A. Employees of CCRMA may be required to work during any natural disaster or emergency. These emergencies may require separation from family members for extended periods and each employee is encouraged to provide for his or her family accordingly. Refusal to work during such emergencies may result in disciplinary action, up to and including termination. This is a formal condition of employment with CCRMA. The determination to which positions or natural disaster and the designation of personnel who shall be required to work during such emergencies shall be made by each department head or the Executive Director.

## **CHAPTER 22. OVERTIME, COMPENSATORY TIME AND FAIR LABOR STANDARDS ACT (FLSA) COMPLIANCE**

- A. Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay. Employees generally may accrue up to 240 hours. Employees are encouraged to work closely



with their Supervisor in order to use compensatory time within two weeks of earning it. An employee shall be permitted to use compensatory time on the date requested, unless doing so would unduly disrupt the operations of the CCRMA.

- B. For purposes of determining the CCRMA's obligations to pay overtime rates as per federal law, all employees are classified as either "exempt" or "non-exempt" in accordance with the guidelines established by federal law.
- C. "Exempt" employees are those who are not subject to the overtime provisions of the FLSA. An Exempt employee generally includes employees that can make or influence management decisions, including employment related decisions, and regularly supervises other employees. This determination is made by the CCRMA and is based, in general, on certain tests such as the Executive Exemption, Administrative Exemption, and Professional Exemption tests.
- D. "Non-exempt" employees are those employees who are covered by the overtime provisions of the FLSA that is, employees who under this federal law are entitled to earn overtime pay under criteria set by federal law. A Non-exempt employee may include an employee who is paid a salary.
- E. To be classified as Exempt or Non-exempt employee certain tests must be met.
- F. It is the responsibility of the Executive Director to determine which employees are FLSA exempt or non-exempt.
- G. Non-exempt employees shall be entitled to receive overtime pay at the rate of time and one-half the regular rate of pay for productive hours worked in excess of forty (40) hours within a given workweek.
- H. For purposes of calculating overtime pay obligations, if any, the CCRMA's workweek shall begin at midnight each Friday morning and run through 11:59 PM on the following Thursday evening.
- I. Holidays, vacation time, sick leave, jury duty military leave, and other absence from productive work will not be counted as time worked for purposes of determining whether overtime compensation is due under FLSA, unless federal law requires otherwise due to particular circumstances evaluated on a case-by-case basis.
- J. The CCRMA currently utilizes compensatory time as a way of discharging overtime pay obligations, the Executive Director is the final authority regarding comp time. Compensatory time is paid at the rate of time and one-half and it is to be used by the end of the Fiscal Year in which it was earned.
- K. Any overtime hours worked by non-exempt employees must be approved by the employee's department head. Not-approved overtime work shall be compensated, as required by law, but may serve as grounds for discipline action, as allowed by law, for failure to abide by this overtime approval requirement.
- L. Non-exempt employees may accrue up to a total of 40 hours compensatory time in a Fiscal Year. After this point, further compensatory time accruals will cease, and overtime payment of one and one-half times the employee's base rate of pay will be made for any hours worked in excess of 40 in a work week.
- M. A non-exempt employee who may occasionally need to take excused time off during work week may, at the supervisors' discretion allows non-exempt employee to use accrued eligible comp time to "make-up" the amount of excused time off. Make-up time will only be permitted within in same pay period and make-up time must be spent on legitimate, work-related activities that have been approved by the Supervisor.



## **CHAPTER 23. TIME-KEEPING AND PAYROLL RECORDS**

- A. All non-exempt employees are required to accurately and timely record their hours of work for payroll purposes. This must include any hours that would qualify for authorized overtime pay or compensatory time.
- B. Time records are official government records that involve the expenditure of public funds. Therefore, they must be maintained accurately and truthfully. Improper or illegal alteration or mutilation of CCRMA personnel records can lead to disciplinary action up to and including termination, and/or criminal liability exposure.
- C. All employees will be paid via direct deposit. Therefore, all employees must have direct deposit authorization on file with the CCRMA's payroll department. It is the responsibility of each employee to notify the CCRMA Human Resources Department of any changes to their banking information. Changes not received in a timely manner will result in a paper check after confirmation of returned electronic funds by the Human Resources Department. This may take three to five business days resulting in a delayed payroll check. Employees will be allowed no more than three (3) financial institution changes per year.

## **CHAPTER 24. SALARY, WAGES, BENEFITS AND DEDUCTIONS**

- A. Each year the CCRMA Board of Directors under statutory budgetary procedures, decides the number of regular and temporary positions allowed to each department and the salary range of each. Requests for additional positions or changes in position salary and granted at budget time must be submitted to and approved by the CCRMA Board of Director.
- B. The Board of Directors will be responsible for the applicable salary, wages, and benefits of the Executive Director.
- C. The determination of applicable salary, wages, and benefits for all employees shall be made by the Executive Director.
- D. Similarly, the final determination of the staffing levels and/or number of positions to be authorized shall be made by the Executive Director as part of its authority to manage the CCRMA's fiscal budget.
- E. The Executive Director, shall determine the form and nature of the compensation package for authorized positions, including but not limited to categories of pay such as salary, wages, seniority pay, education pay, certification pay, and any and all other categories of pay that the Executive Director authorizes by separate action.
- F. The Executive Director shall determine the form and nature of the benefits package for CCRMA employees, including but not limited to health insurance, workers' compensation insurance, various categories of paid time off such as holidays, vacation days, sick leave, retirement, and other such benefits that may be authorized by separate Executive Directors action.
- G. The terms, conditions, and details of the foregoing pay, and benefits package shall be set by separate action as may be taken from time to time by the Executive Director.
- H. Voluntary deductions authorized by the employee may include payments for health insurance premiums, credit union, personal insurance premiums, etc. Details for voluntary deductions should be requested from the department head or the authorized personnel.



- I. Upon termination from CCRMA employment, employees who have completed the initial six-month evaluation period will be paid for earned and unused vacation leave up to the limit of their maximum allowable accumulation based upon length of employment, and for earned and unused compensatory time up to the maximum allowable accumulation based upon job classification Law Enforcement or non-Law Enforcement. Payment for vacation time and compensatory time will be included in the employee's final paycheck and will be calculated in the following manner:
- The total work time, allowable vacation leave time (as if worked), and compensatory time will be laid out on the calendar. If the result covers a full pay period or periods, the employee will be paid the full pay period(s) amount. If the result required payment for less than a full pay period, the employee will be paid a prorated share of the full pay for the period. Partial pay periods will be paid on an hourly basis based on the number of work hours in the year.

## **CHAPTER 25. SUMMARY OF BENEFITS**

A. Medical Benefits:

1. CCRMA provides group health insurance coverage for regular employees who work more than thirty (30) hours per week. Premiums for employees are paid in full by the CCRMA. Group coverage will commence the 1st of the month following a thirty (30) day grace period after the date of employment. An eligible employee may add dependent coverage for his or her family members to any such plan at his or her expense. This coverage will become effective in accordance with the group policy provisions. All premiums for dependent or family coverage shall be deducted and remitted to the insurance company on a prepaid basis.
2. HIPAA, Health Insurance Portability and Accountability Act of 1996, puts a limit on pre-existing condition exclusions in-group health plans and gives new enrollees credit for prior coverage. In addition to these "portability" requirements, the law also makes it illegal to use health status a reason for denying coverage, guarantees group coverage for employers with 50 or fewer employees, and guarantees renew ability of group health plans.
3. COBRA, Consolidated Omnibus Budget Reconciliation Act, we enacted to ensure that employees and their dependents do not lose their health insurance when workers lose their jobs. COBRA requires group health insurance policies to permit group members to continue their insurance when they leave the group temporary and are intended as a stopgap until insurance can be obtained from another source, such as a new employer. Under both state and federal laws, continuation requires the insured to pay the full premium (including former employers share), but the insured does get the advantage of the cheaper rate. (HIPAA and COBRA complement each other). Notwithstanding any other provision herein, COBRA benefits apply to the group health plan(s) maintained by the CCRMA provided that the CCRMA has 20 or more full-time equivalent employees. The CCRMA is under no obligation by this policy to have at least 20 full-time equivalent employees in order to be eligible to offer COBRA benefits.

B. Retirement:

1. CCRMA participates in the Texas County and District Retirement System. The CCRMA contributes an amount equal to seven percent of the



employee's pay to the retirement fund to match dollar per dollar contribution that the employee makes. Mandatory participation in the Retirement plan is required by state law for regular employees who work more than nine hundred (900) hours a year. Regular retirement benefits and disability retirement benefits are available to retirement system members. A terminated employee who has less than four (4) years of service with the CCRMA may leave his or her deposits in the System for a period of five (5) years from the date of last deposit, thus retaining membership and all related credited service on deposits at the end of each year during the period. However, if at the end of the five (5) year period of inactivity the inactive member has not resumed participation with the system, membership will terminate, and all previously earned credited service will be forfeited. No further interest will be earned on deposits.

2. A terminated employee who has earned at least for (4) years (but less than ten years) of credited service may leave his or her deposits in the system of as long as desired, thereby retaining membership and all related credited service as well as the right to receive interest on the balance of deposits at the end of each year. However, additional credited service with the system or one of the other statewide systems must be earned to satisfy the length of service requirement of service retirement.
3. Withdrawal of deposits in the event of death. Every employee who becomes a beneficiary at the time of application for membership. The member should review the designation from time to time and change the designation if necessary. In the event of the member's death, the beneficiary will receive all of the member's deposits with interest provided the member was not eligible for deferred service retirement benefits, in which case the beneficiary may receive a monthly income for a specific number of years or for life. If the deceased member was not eligible for deferred service retirement and had not designated a beneficiary, the member's deposits and interest earnings are payable the member's estate.

C. Unemployment Benefits:

1. All employees of the CCRMA are covered under the Texas Unemployment Compensation Insurance Program and the CCRMA pays the tax.

## **CHAPTER 26. PAID TIME OFF: GENERAL RULES**

- A. Paid time off is defined as accrued time, such as sick leave or vacation time, during which an employee is paid his or her regular salary but is not required to be at work. Paid time off is a benefit provided by the CCRMA as part of its compensation package to all full-time employees.
- B. Workers' compensation injury leave is not treated as paid time off and qualifies as its own category of leave. Employees who are on workers' comp injury leave are treated as being on unpaid leave.
- C. Employees who are using paid time off shall continue to accrue benefits, such as sick leave and vacation time, as if they were at work.
- D. Employees absent from work without pay for a period greater than fifteen (15) workdays shall not accrue additional paid time off, except as otherwise provided in this policy or as authorized by the Executive Director in exceptional circumstances.



## CHAPTER 27. PAID TIME OFF: HOLIDAYS

- A. The CCRMA Board of Directors shall establish and authorize a set number of recognized holidays each fiscal year as a part of its budget review and budget adoption obligations.
1. The following days are generally observed as paid holidays for regular CCRMA employees:
- New Year's Eve and New Year's Day, the day before or the day after if they fall on a weekend.
  - Rev. Dr. Martin Luther King, Jr. Day
  - President's Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving and the day after
  - Christmas Eve and Christmas Day, the day before or the day after if they fall on a weekend
- B. Holiday pay, consisting of one eight (8) hour shift per holiday, shall be paid at the qualifying employee's regular rate of pay in the payroll period following the holiday in question, regardless of whether the employee in fact works on the recognized holiday.
- C. FLSA non-exempt employees who actually work on a holiday specified above shall, *in addition to their holiday pay*, be compensated at one and a one-half (1.5) times that employee's regular rate of pay for hours actually worked during a recognized holiday period.
1. The intention behind this provision is to provide a premium holiday pay to those employees *who in fact work during a holiday period*; and who are not able to take the holiday off from work.
2. For purposes of applying this premium holiday pay provision, a holiday period shall run from midnight to midnight on the date of the actual or the recognized holiday.
3. If an approved holiday falls on a Saturday, the previous Friday shall be observed as the holiday period. If an approved holiday falls on a Sunday, the next Monday shall be considered to be the holiday period.
4. In addition, any workday designated as an observed holiday by the CCRMA, shall be treated as a holiday period.
5. In the event that a CCRMA scheduled holiday occurs during the employee's scheduled vacation time, the employee will be paid for the holiday, and vacation time will not be charged for that day.



- D. An employee who utilizes sick leave on a working day prior to and/or following a recognized holiday shall automatically forfeit holiday pay unless the utilization of sick leave is corroborated or excused by a health care provider.
1. Forfeiture of holiday pay under this provision may be appealed to the Executive Director, whose decision on the issue shall be final.
- E. The Executive Director retains the right to make modifications and adjustments to recognized holidays and related compensation at any time.

## **CHAPTER 28. PAID TIME OFF: VACATION TIME**

- A. Full-time employees accrue vacation time based on the number of years of full-time employment with the CCRMA using date of hire (DOH). Only regular full-time employees accrue vacation time. All other categories of employees do not accrue vacation time.
- B. Accrual of vacation time will accrue on a bi-weekly basis in accordance with pay period and the following accrual schedule:

<b>Years of Continuous Employment</b>	<b>Accrual Rate/Pay Period</b>	<b>Annual Accrual</b>	<b>Maximum Carryover</b>
<b>Less than five (5) years of continuous employment</b>	3.08 hours	80 hours	40 hours
<b>At least five (5) years, but less than ten (10) years of continuous employment</b>	4.62 hours	120 hours	40 hours
<b>10+ years of continuous employment</b>	6.16 hours	160 hours	40 hours

- C. A newly hired or newly rehired employee who is on probationary status, shall accrue vacation time from the last DOH, but may not use accrued vacation time for a period of 180 days from DOH. The Executive Director reserves the right to make modifications and adjustments to the mentioned rule.
1. This restriction does not apply to intra- or inter-transfer employees who are on a probationary status.
- D. An employee shall not accumulate more than the annual accrual of vacation time as set above and may, with the Executive Director's written approval, carryover 40 hours of the unused vacation into the next fiscal year on a grace period.
1. In the event an employee is unable to take vacation prior to the end of the fiscal year due to Department needs, the employee may be entitled to a grace period of 3 months of the next fiscal year to take vacation.
  2. Provided, however, that employees, who upon the adoption of this Personnel Manual, have already accumulated vacation time in excess of the maximum accumulated time specified above, shall not lose that accumulated time, but no additional time shall accrue unless and until the vacation time account falls below the maximum amount stated above.



- E. Requests to use or apply vacation time shall be documented in writing. Vacation time will be administered as follows:
  - 1. Vacation time may be used and shall be charged in one (1) hour increments for all employees.
  - 2. Department heads are authorized to schedule and to approve vacation time giving due consideration to the staffing needs of the CCRMA and the interest of the employees in utilizing their vacation time.
  - 3. Employees on vacation time are subject to be recalled to duty if in the discretion of CCRMA management, the staffing needs of the CCRMA warrant such a recall.
- F. Employees are encouraged to schedule and use accrued vacation time. Except as otherwise provided in this Manual, employees shall be paid their accrued vacation time upon separation from employment, subject to the accrual cap specified above.

## **CHAPTER 29. PAID TIME OFF: SICK LEAVE**

- A. It is the policy of the CCRMA to grant sick leave with pay to eligible employees for the purpose of a bona fide illness of the employee.
  - 1. Use of sick leave for unauthorized purposes will be considered an abuse of sick leave and can subject an employee to disciplinary action up to and including termination.
- B. Sick leave will begin accruing on the DOH for eligible employees at the rate of 4 hours per pay period. Sick leave is cumulative up to sixty days (480 hours).
  - 1. For purpose of transitioning into this policy, existing sick leave accrual amounts at the time of adoption of this Manual shall be maintained.
- C. During the time that a newly hired, or newly rehired employee is on probationary status, that employee shall accrue, but shall not be entitled to utilize, any sick leave accruals for a period of 180 days from the DOH. A probationary employee who is out because of illness will be treated as being on leave without pay.
  - 1. This restriction does not apply to inter- or intra-transfer employees who may be on a probationary status.
- D. Sick leave utilization for all eligible employees shall be charged in increments of .25-hours.
  - 1. The Executive Director is authorized to modify the increments charged (up or down) if such is necessary as a matter of administrative discretion.
- E. An employee must notify their Department Head or immediate supervisor in writing upon learning that sick leave will be used. An employee is expected to provide as much advance notice as possible to allow the CCRMA to make other staffing arrangements. Failure to do so is grounds for disciplinary action up to and including termination.
  - 1. In this regard, a department head may impose additional written notification requirements peculiar to the needs of that Department.
- F. An employee on sick leave who uses up all accrued sick leave benefits may request vacation leave and/or family and medical leave without pay, if applicable.
- G. CCRMA management may request and obtain verification of the circumstances surrounding use of sick leave from the employee at any time that sick leave is used,



including but not limited to the requiring a presentation of a note from a recognized health care provider in connection with the utilization of sick leave time.

- H. An employee returning to work after taking sick leave in excess of two (2) workdays must submit a statement signed by a health care provider corroborating the legitimate utilization of sick leave by the employee. The Executive Director may waive this requirement if such waiver is justified under the circumstances.
- I. An employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed unless the utilization of sick leave is corroborated or excused by a health care provider. The Executive Director shall have a final decision over whether this forfeiture provision has been properly applied.

### **CHAPTER 30. INTENTIONALLY DELETED**

### **CHAPTER 31. SICK LEAVE PAY-OUT**

- A. As a general rule, accrued sick leave shall not be paid out upon separation from employment, regardless of the reason for separation, except for the circumstances allowed below.
- B. Accrued sick leave may be paid out in accordance with the following conditions, if approved by the Executive Director:
  - 1. If an employee retires from the CCRMA in good standing, and the employee upon retiring has worked the last ten (10) years consecutively with the CCRMA, then that employee will be paid for accrued sick leave in the amount of up to 480 hours of accrued sick leave.
  - 2. In the event a CCRMA employee is killed or otherwise dies in the line of active duty, and the deceased employee has accrued sick leave at the time of death, the CCRMA may pay out to the deceased employee's estate or duly designated beneficiary on record with the CCRMA, up to 480 hours of accrued sick leave, provided, however, that:
    - a) The employee was in good standing at the time of death,
    - b) The pay out of accrued sick leave under this provision must be presented to and affirmatively confirmed by the Executive Director as a line of duty death.
- C. Any sick leave pay-out shall be at the rate of pay being earned at the time of retirement or of death as provided for in this Chapter.

### **CHAPTER 32. INTENTIONALLY DELETED**

### **CHAPTER 33. PAID TIME OFF: BEREAVEMENT LEAVE**

- A. Notwithstanding any other provision of this Policy, a full-time employee, who is no longer on probation as a newly hired or rehired employee, may be allowed to use up to three (3) days of vacation time or sick leave for bereavement leave purposes within any given fiscal year in connection with the death of a member of the employee's immediate or extended family subject to the provisions of this Policy. This option shall apply only to full-time employees.
- B. "Immediate family" for purposes of leave under this Chapter is defined as spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law,



daughter-in-law, sister-in-law, brother-in-law, grandson, granddaughter, great grandparents, and great grandchildren. "Extended family" for purposes of leave under this Chapter is defined as uncles, aunts, nephews, nieces, first cousins, and any blood relative who actually resides in the household of the employee and who was dependent on the employee for support.

- C. Leave under this Chapter shall include travel time to and from, and attendance of, funeral services, funeral rites, and any religious services or rites or gatherings associated with the death of an immediate or extended family member.
- D. Leave under this Chapter shall not extend to the care of a sick or disabled family member, nor shall it apply to generalized grief over the death of a family member. In such circumstances, other types of leave may be considered.
- E. INTENTIONALLY DELETED.
- F. Leave taken under this Chapter shall be charged to the employee's vacation time or sick leave. Notwithstanding any other provision of this Policy, a full-time employee shall generally not be entitled to paid leave under this Chapter if such employee has insufficient vacation time or sick leave to fund the such leave.

#### **CHAPTER 34. WORKERS' COMPENSATION INJURY LEAVE**

- A. The CCRMA is a subscriber under the Workers' Compensation Act. As such, the full benefits of the workers' compensation laws apply to CCRMA employees.
  - 1. The CCRMA pays the entire amount of workers' compensation insurance premium that provides medical, rehabilitation, and wage-replacement benefits to employees who sustain work-related injuries or illnesses that arise out of and are in the course of employment. Ordinary diseases of life are not covered unless such disease follows as a consequence of occupational disease. The injury or disability must be clearly work-related.
- B. The CCRMA is committed to an anti-retaliation policy to protect employees who properly invoke the provisions of the workers' compensation laws. The CCRMA does not discriminate or retaliate against employees who have filed legitimate workers' compensation claims. Supervisors do not take or threaten any action to compel or persuade employees to not file a workers' compensation claim. Filing a fraudulent workers' compensation claim or engaging in fraudulent representations with respect to workers' compensation claims or benefits are serious offenses. Employees found to have engaged in fraudulent activities are subject to disciplinary action, up to and including termination of employment. Employees who file fraudulent claims may also be criminally prosecuted.
- C. Employees who are on workers' comp injury leave shall receive the benefits provided for by law and that employee shall continue to hold a budgeted position with the CCRMA; provided, however, that such leave will be treated as unpaid leave.
  - 1. An employee on workers' comp leave shall not accrue sick or vacation leave during the period that the employee is on workers' comp leave.
  - 2. An employee on workers' comp leave shall have the usual payments and deductions for insurances allowable to active employees, subject to appropriate deductions.



- D. Employees on workers' comp leave shall be entitled to receive full salary continuation by utilization of accrued paid leave, and will be utilized in the following order:
- a. compensatory time;
  - b. sick leave;
  - c. vacation time.
1. To implement this provision, workers' compensation checks must first be delivered or signed over to the CCRMA.
  2. An employee who exhausts all paid time off benefits shall receive only those benefits provided under workers' compensation plan.
- E. When an employee is out of work due to an injury while on the job, that employee may utilize his or her sick leave for the amount of time they are out of work (no more than 7 calendar days) for salary continuation purposes. If the employee is out of work for less than seven calendar days, their sick leave is not adjusted. If the employee is out of work more than seven calendar days, 70% of their sick leave will be returned to them and workers compensation insurance will compensate them up to 70%.
- F. An employee who is on workers' comp injury leave for a period of 180 calendar days (about six months) and who is unable within this period of time to return to work and perform the core duties of their position, will be separated from that employee's position of employment as a non-disciplinary separation.
- G. The 180-calendar day's period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.
1. In other words, insubstantial appearances at work during the stated period that are determined by CCRMA management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.
- H. When a work-related injury or illness occurs, it is essential that prompt medical treatment be provided. Unless it is an emergency requiring immediate treatment, do not seek aid without first informing the CCRMA's Executive Director and using authorized medical providers. If it is an emergency, seek initial treatment at the nearest hospital emergency room or medical clinic. Then, notify the CCRMA's Executive Director.
- I. Stipulations relating to benefits payable and compensation related to work-related injuries include:
1. A reduction in compensation and death benefits where injury is caused by the willful failure of the employee to obey established safety rules and/or use employer provided safety equipment.
  2. A reduction in compensation and death benefits if the injury was sustained in conjunction with the use of alcohol and/or non-prescribed controlled or illegal drugs. A total forfeiture of benefits or compensation otherwise payable for death or disability will apply if it is determined that the use of alcohol and/or non-prescribed controlled or illegal drugs is the proximate cause of the injury that is in violation of the CCRMA's rule or policy.



3. Forfeiture of benefits or compensation otherwise payable for injuries sustained while participating in a voluntary recreational activity.
4. No compensation shall be allowed for heart attack or stroke resulting in injury or death due to stress or exertion at work, including mental injury, unless evidence identifies such stress or exertion as being unusual in comparison to pressures and tensions experienced by the average employee in that employment.

## **CHAPTER 35. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

- A. The CCRMA is committed to the implementation of the Family Medical Leave Act (“FMLA”) to the fullest extent required by law.
- B. Invocation of FMLA should be done in accordance with procedures outlined in this Personnel Manual.
- C. In order to be eligible to take family or medical leave, an employee must be employed by the CCRMA by at least twelve (12) months and must have worked at least 1,250 hours in the immediate past year before the date of the requested leave. The CCRMA’s eligible employees are entitled to all leave, paid or unpaid, required by the Family and Medical Leave Act. FMLA leave shall qualify only under the following reasons, as defined by FMLA:
  1. To care for your child after birth, or placement for adoption or foster care;
  2. To care for your spouse, child, or parent, who has a serious health condition; or
  3. For a serious health condition that makes an employee unable to perform his or her job.
  4. Because of a qualifying exigency, as defined by the Secretary of the Department of Labor, arising out of the fact that a spouse, child, or parent is on active duty or called to active duty for the National Guard or Reserves.
  5. Because the employee is a spouse, child, parent, or next of kin of a covered service member with a serious injury or illness.
- D. FMLA leave for the birth, adoption, or placement of a child must be used within one year of the date of birth or placement.
- E. Qualifying FMLA leave will be paid leave if the employee has accrued paid time off, such as sick leave, vacation time, or compensatory time.
- F. Paid leave will be used concurrently with qualifying FMLA leave, and will be utilized in the following order:
  1. compensatory time;
  2. sick leave;
  3. vacation time.
- G. FMLA leave shall also run concurrently with workers’ comp injury leave, if the conditions for FMLA leave eligibility are met.
- H. If the accrued paid leave is not sufficient to cover the qualifying FMLA leave absence, the employee will go on unpaid leave status until the FMLA period is satisfied.



- I. Employees wishing to take FMLA leave must submit an Application for FMLA leave to their department head as soon as possible prior to taking FMLA leave. If submission prior to taking leave it is not possible, the Application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department head or from the authorized personnel.
- J. The CCRMA requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the CCRMA's expense. If an employee fails to provide the required notice and medical certification, the CCRMA may deny the request for FMLA leave. An employee may also be required to furnish periodic reports on his or her status while on FMLA leave and of his or her intent to return to work.
- K. When in the opinion of an employee's department head, an employee's health is in such condition as to prevent the employee from performing assigned duties or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.
- L. The CCRMA will maintain the employee's health insurance coverage under the CCRMA's Group health plan while an employee is on FMLA leave on the same terms and conditions as for active employees.

If deductions are being made from an employee's paycheck for health insurance for insured persons other than the employee, it is the Employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.
- M. When an employee returns to work from a FMLA leave status attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department head or to the authorized personnel. The employee will then be restored to the employee's former employment status to the extent required by the FMLA.
- N. An employee who is unable or unwilling to return to work after FMLA leave is completed or to present a fitness for duty report is subject to discipline and/or non-disciplinary suspension or separation, as the circumstances require.

## **CHAPTER 36. TEMPORARY DISABILITY POLICY**

- A. An employee who suffers a temporary impairment that precludes the employee from performing the essential functions of the job held may request a temporary alternate duty assignment within the department.
- B. The department will consider such a request subject to position availability and provided that the temporary impairment is verified and documented by an appropriate health care provider.
- C. Specific Definitions:
  - 1. For purposes of this Article, a "temporary impairment" may be caused by a temporary physical condition, an injury, a maternity status, or any other physical condition that is temporary in nature and which precludes the employee from performing the essential functions of the position held.
  - 2. For purposes of this Article, an "alternative duty assignment" is a temporary, non-operational position within the department.



3. For purposes of this Article, “position availability” refers to positions which are already open at the time a formal request for an alternative duty assignment is made.
- D. Procedural Handling:
1. If the employee is able to perform the essential functions of the position, but nonetheless desires a reasonable accommodation as to non-essential functions, the department will engage in an interactive process with the employee to explore what reasonable accommodation, if any, can be made.
  2. If an alternative duty assignment is not available, the Executive Director is authorized to offer a different job position, if one is available, that does not exceed the documented temporary medical restrictions; provided, however, that if the alternate job assignment is accepted, it would be at the pay scale applicable to that position and not necessarily that of the position held. The employee is not obligated to accept any such offer but may do so to avoid using up accrued paid time off leave balances. Alternative duty assignments shall not last longer than 180 days.
  3. If the employee’s temporary impairment cannot be accommodated in any of the foregoing scenarios, then the employee must take a leave status instead, utilize any available paid time off leave benefits that the employee may have or is otherwise entitled to by law.
  4. Nothing in this Chapter precludes or prevents the department head from adopting local procedures to implement this policy so long as any local procedure is not in conflict with this Chapter.

## **CHAPTER 37. JURY DUTY, COURT PROCEEDINGS, AND VOTING LEAVE**

- A. All jury duty must be verified by appropriate documentation. Employees who are placed under compulsory jury duty before any court of law will be excused from work with pay, subject to the following conditions:
1. Employees are responsible for keeping their supervisor advised of the anticipated length of jury duty once known so that staffing needs of the CCRMA can be satisfied.
  2. Employees who serve on a jury during regular working hours must immediately report to their supervisor when excused or released by the court from jury duty.
  3. If an employee does not report to work when excused or released by the court, the employee may not be paid for unexcused time off and may be subject to disciplinary action for failure to report to work.
- B. Any fees tendered to the employee by the Court for jury duty do not need to be signed over to the CCRMA in lieu of payment of salary and benefits.
- C. Employees subjected to court ordered subpoenas during working hours must notify supervisors of the subpoena and make arrangements with their supervisors to comply with the subpoena.
1. Supervisors shall determine whether to allow work time or other time off (paid or unpaid, but not sick leave) to comply with the subpoena.



- D. In situations where an employee is involved in their own personal legal proceeding, that employee must request and receive leave from work and must use accrued vacation time or go on an unpaid leave status.
- E. The CCRMA encourages all employees to vote in any election or referendum. Employees shall receive up to two (2) paid hours leave to vote provided that such employees first provide a valid voter's registration card. The Executive Director, or his designee, shall determine when such employees vote during the workday if such determination is necessary to avoid an interruption in the CCRMA's operations.

#### **CHAPTER 38. MILITARY LEAVE**

- A. In compliance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the CCRMA grants military leaves of absence to employees who enter or are called to active duty with the armed forces of the United States or the Texas National Guard or any other category designated by the President in time of war or emergency as well as those who are called for training, absent for an exam to determine fitness for duty, or funeral honors duty.
- B. Employees, who enlist, are inducted, or recalled to active military duty, shall provide to the department head deployment orders or official notification. In order to preserve their reemployment rights, employees should notify the CCRMA of their military obligations as soon as possible before leaving or, if this is not possible, as soon as practicable.
- C. Employees on active military leave shall go on an unpaid leave status. Paid time off accruals, such as sick and vacation time shall continue to accrue so long as the active duty status is less than ninety (90) calendar days and stop if active duty is more than ninety (90) days.
- D. Paid time off accruals shall be abated if it appears that an employee will be on an active duty status greater than ninety (90) days. Health and insurance benefits shall continue to be provided, except that an employee must make arrangement to pay for those portions of benefits for which the employee is responsible through deductions.
- E. Employees returning from military leave will be entitled to such employment status and such benefits of their employment as required by state or federal law.
- F. The Executive Director is authorized to make such other adjustments and accommodations as are required by law for military personnel.

#### **CHAPTER 39. ADMINISTRATIVE LEAVE; PAID OR UNPAID**

- A. In addition to the foregoing types of leave, the Executive Director may place an employee on administrative leave at their supervisory discretion when circumstances call for such a measure.
- B. Administrative leave may be paid, or unpaid, but paid leave under this provision shall generally be allowed only when further investigation into a contested matter is required before appropriate personnel action can be determined.
  - 1. Discretionary administrative leave with pay under this Chapter may not exceed fifteen (15) calendar days.
  - 2. The Executive Director may authorize an additional leave without pay status for a maximum period of thirty (30) calendar days.



- C. The approval of a leave of absence is strictly discretionary and no employee is entitled to any such leave of absence. An employee who exhausts all accrued paid time off (other than sick leave) and who exhausts discretionary leave authorized under this Chapter is presumably not able to fulfill the functions of the position held and may be separated from employment for non-disciplinary reasons.

#### **CHAPTER 40. TRAVEL AND EXPENSE POLICY**

- A. CCRMA employees who are asked or required to travel in connection with the performance of their job-related duties or on behalf of the CCRMA may request reimbursement for expenditures associated with such travel.
  - 1. All travel must be approved by Department Head prior to any arrangements being made.
  - 2. Requests for reimbursement shall be reviewed by the Executive Director.
- B. A schedule of payment for travel related expenses, including payment of any per diem amounts, shall be established by the Executive Director, subject to and approval by the Board of Directors. This schedule shall be updated as needed and reconfirmed by the Board of Directors to be effective.

#### **CHAPTER 41. DRESS CODE OBLIGATIONS**

- A. Employees shall maintain a neat appearance and shall wear appropriate attire for the performance of their duties and exercise good hygiene.
- B. Since most office employees have contact with the public and therefore represent the CCRMA in their appearance, overly casual attire such as faded jeans, shorts, tee shirts, and overly revealing or distracting clothing, such as tight-fitting pants, blouses, skirts, etc., are not permitted while the employee is at work.
- C. The dress of non-office and office personnel should be appropriate to their working situation, keeping in mind that all personnel represent the CCRMA before the public.
- D. The determination of appropriate attire shall be made by the supervisory personnel, up to and including the Executive Director, considering the functions and needs of each specific department.
- E. Employees who are not appropriately attired may be counseled and requested by a supervisor to return home and change into appropriate attire.
- F. Refusal to comply with counseling requests may be treated as insubordination and can subject the employee to disciplinary action.

#### **CHAPTER 42. SUBSTANCE ABUSE AND DRUG TESTING**

- A. It is the policy of the CCRMA to maintain a drug-free workplace. The manufacture, distribution, dispensation, possession, concealment, use, sale or transfer of alcoholic beverages, inhalants, drugs or controlled substances, and the possession of drug-related paraphernalia or literature promoting the use of illegal drugs, while at work, on CCRMA premises (including parking lots) or worksites, in CCRMA vehicles, or while involved in CCRMA business, whether on or while using CCRMA property, is prohibited.
- B. This Chapter shall apply to all CCRMA employees – full-time, part-time, seasonal or temporary, and to volunteers. Testing shall be done at the CCRMA's expense.



- C. Strict compliance with this policy is a condition of initial and of continued employment. The CCRMA has a zero-tolerance policy with respect to substance abuse of any type. Any detectable level of a controlled substance in a positive drug test shall subject an employee to disciplinary action, up to and including termination of employment.
- D. Prescription drugs prescribed by a licensed medical practitioner for the person using or possessing them and over-the-counter medications are not prohibited by this policy, provided that they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label.
  - 1. Provided, however, that any employee whose duties include operation of motor vehicles or machinery, taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which drug or medication is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect ability to perform work in a safe and productive manner, must notify his or her supervisor or the authorized personnel prior to starting work or entering CCRMA premises or worksites.
  - 2. The supervisor or authorized personnel will decide if the employee may remain at work or on CCRMA Premises or worksites and what work restrictions, if any, are deemed necessary. If the employee is determined unable to work, the absence will be considered as sick leave.
- E. Employees are subject to substance abuse testing to the full limits allowed by state and federal law. Generally, the testing shall be under the following circumstances:
  - 1. During pre-employment screening, applicants will be advised that they are subject to testing for illegal drugs. Any job offer will be contingent on passing a drug test (negative results). Applicants will be required to sign a consent form acknowledging this policy as a condition of employment and granting consent for such testing.
    - a) Applicants who fail the test (confirmed positive results) will not be allowed to reapply until twelve (12) months after the date of the test and only then if they present evidence of their completion of a physician-approved rehabilitation program and consent to random testing for twelve (12) months after the effective date of their appointment.
  - 2. If reasonable suspicion exists that any employee has used, possessed or is under the influence of alcohol, any drug, or any controlled substance, in violation of this policy, the employee shall be required to submit to any appropriate form(s) of testing allowed by law. Reasonable suspicion is determined to exist based on objective factors such as the appearance or action of an employee that an employee is under the influence of drugs or alcohol, or has violated the CCRMA's policy against the use, possession, sale, or transfer of drugs, alcohol, or inhalants.
  - 3. Whenever a CCRMA employee is involved in an accident of any type, the employee is subject to any appropriate form(s) of testing allowed by law as soon after the accident as possible if:
    - a) The employee has sustained a personal injury or caused a co-worker or any other person to be injured; or,



- b) The employee has caused a work-related accident or was operating or helping to operate machinery, equipment, or a vehicle involved in a work-related accident or in damage to property.
- 4. At the discretion of the Executive Director, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced, and every employee has an equal chance of being selected for random testing.
  - a) Any random test, if called for by the Executive Director, shall be mandatory. Refusal to cooperate shall be treated as an act of insubordination and may subject the employee to disciplinary action up to and including termination.
- 5. The CCRMA will also conduct testing as required or recommended under the provision of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the CCRMA's policy as well as any government regulations.
- F. Testing of employees will be conducted either during the employee's workday or immediately thereafter. Employees will be compensated for this time at their regular rate of pay.
- G. The CCRMA will utilize its best efforts to utilize a responsible drug and substance abuse testing laboratory that satisfied the minimum criteria for implementation of drug testing policies, and which provides for a review procedure by a Medical Review Officer (MRO). The laboratory shall be selected by the CCRMA and applicants or employees who are required to submit to testing shall be directed to report to that laboratory for the purpose of providing, including, but not limited to, a urine, blood, or hair specimen for testing.
- H. Specimen collection will be performed by the laboratory's personnel and will be conducted in accordance with federal, state, and local requirements to guard the integrity of the specimens, maintain the chain of custody, and ensure the tests are treated as confidential and distribution limited to those having a "need to know".
- I. The method of initial testing used will be EMIT (enzyme multiplied immunoassay technique). In the event the initial test results are positive, then the laboratory shall perform a second test on the same specimen to confirm the test results. The confirmation test method used will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided under this policy, all initial and confirmation tests shall be performed at the expense of the CCRMA.
- J. Positive test results may be reviewed by the laboratory's MRO if the applicant or employee timely and properly invokes an MRO review of a positive test result. In that event, the MRO will interpret and evaluate the test result together with the individual's medical history and any other relevant information. If the MRO nullifies a confirmed positive test result, no further action will be taken against the applicant or the employee based on the positive test results standing alone.
  - 1. If the MRO's review determines there is no legitimate medical explanation for the confirmed positive result, the employee will be subject to disciplinary action up to and including termination and applicants will not be eligible for employment.
  - 2. Further, negation of a positive test result by an MRO does not preclude the CCRMA from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.



- K. All tests results, and related information, shall be maintained and treated as confidential by the CCRMA, except for limited disclosure to representatives on behalf of the CCRMA who have a legitimate “need to know”. Such records are the property of the CCRMA and shall be maintained in a separate file from the employee’s regular personnel file in order to avoid the inadvertent disclosure of the results but may be made available to the applicant or employee upon his or her request for inspection or copying. The testing laboratory will not disclose to the CCRMA any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested or any other information if the disclosure is prohibited by federal, state, or local law.
- L. Compliance with the CCRMA’s Alcohol and Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Therefore, all employees must sign a form acknowledging receipt of this Personnel Manual.
- M. Applicants who refuse to sign a drug-test consent/release or refuse to submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with federal, state, or local rules and regulations, may be denied employment.
- N. Employees may be subject to disciplinary action up to and including termination of employment for any of the following:
1. Refusing to sign a drug-test consent/release.
  2. Refusing to submit to drug-testing
  3. Providing an adulterated, diluted, or substituted specimen on an alcohol or drug test
  4. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy.
  5. Testing positive for controlled substance(s) in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy
  6. Any other violation of this policy.
- O. Employees who come forward to admit they have a substance abuse problem prior to the CCRMA’s initiation of investigative and/or disciplinary procedures may, at the CCRMA’s discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees seeking appropriate treatment may be conditionally reinstated to their previous status provided they undergo CCRMA-approved substance abuse counseling/treatment at their own expense, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, and their work performance is not adversely affected by continued abuse of drugs and alcohol. Employees who are granted the opportunity for treatment will have only one opportunity to go through counseling/treatment. Employees who do not follow the prescribed preventive treatment by their drug counselor or who relapse or engage in drug or alcohol use affecting their job performance will be terminated.



## **CHAPTER 43.   WORKPLACE HARASSMENT PROHIBITED**

- A.       It is the policy of the CCRMA to provide a productive and professional work environment free from all forms of unlawful discrimination and harassment (harassment includes sexual harassment).
- B.       The CCRMA prohibits any form of harassment, whether verbal or physical, and without regard to whether the harasser or the victim is a supervisor, coworker, supplier, or customer. Employees should be aware that the laws prohibiting sexual harassment, which is defined herein, also contemplate same gender sexual harassment as illegal.
  - 1.       Harassment involves verbal or physical conduct that harms or shows hostility or aversion toward an individual because that individual's race, color, religion, sex, national origin, age, disability, veteran status, other protected class or status, or that of that individual's relatives, friends, or associates that:
    - a)       Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
    - b)       Has the purpose or effect of unreasonably interfering with an individual's work performance.
    - c)       Otherwise adversely affects an individual's employment.
- C.       Employees found to have engaged in harassment will be disciplined, up to and including termination, depending on severity of the misconduct.
- D.       If the harasser is a supplier or customer, or other outside service provider, the CCRMA will fully take appropriate action to end the harassment and prevent future occurrences of its authority.
- E.       Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.
- F.       The following is a partial list of possible sexual harassment examples. Sexual harassment includes the following types of behavior, but it is not limited to, which is misconduct under the CCRMA's policies:
  - 1.       Unwanted sexual advances.
  - 2.       Offering employment benefits in exchange for sexual favors.
  - 3.       Making submission to or rejection of such conduct the basis for employment decisions.
  - 4.       Making or threatening reprisals after a negative response to sexual advances.
  - 5.       Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
  - 6.       Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes of a sexual nature.
  - 7.       Verbal sexual advances or propositions.



8. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
  9. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
  10. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature.
  11. Creating an intimidating, hostile, or offensive working environment by such conduct.
- G. Employees must recognize that jokes, innuendos, and other horseplay that might otherwise be acceptable in a non-work environment amongst friends and colleagues is not necessarily acceptable conduct in a work environment. Harassment under this policy includes acts that are declared to be “jokes” or “pranks”, but that might reasonably be perceived as hostile or demeaning.
- H. Because the potential for misunderstandings and other miscommunication is higher when Employees are at work, all Employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.
- I. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.
1. The CCRMA will determine whether certain conduct occurred and/or whether it constitutes harassment or sexual harassment based upon a review of the facts and circumstances of each situation.
  2. If the supervisor is the source of the alleged harassment, then the employee should report the problem to the supervisor's superior.
  3. Supervisors who receive a harassment complaint should report the complaint to the Executive Director and to the HR Department.
  4. A prompt and careful investigation into the matter will be conducted. This may include questioning employees who may have knowledge of the alleged incident or similar problems. Both the complaint and the investigative actions and findings should be documented thoroughly and the investigative documentation should be kept in a confidential investigation file separate from the normal personnel file. The investigation shall be absolutely confidential subject to disclosure authorized or required by law.
  5. Employees who are dissatisfied with the investigator's resolution have the right to file a complaint in accordance with the CCRMA's grievance policy.
  6. No employee should be subject to any form of retaliation or discipline for pursuing a harassment complaint.
  7. The CCRMA recognizes that the issue of whether harassment has occurred requires a factual determination based on all the evidence received.
  8. The CCRMA also recognizes that false accusations of harassment can have serious consequences on innocent employees. We trust that all employees will continue to act in a responsible and professional manner to maintain a pleasant working environment free of discrimination and harassment.



9. The CCRMA reserves the right to remedy inappropriate or offensive conduct of a harassing nature—regardless of scope or degree. Inappropriate conduct that subjects the CCRMA to legal liability, whether potential or actual, will be handled in a manner that is appropriate, fair, and legal, up to and including termination of employment. The CCRMA may report any illegal act to the proper authorities. Employees who violate this policy may be subject to civil damages and criminal penalties.

#### **CHAPTER 44. CCRMA EQUIPMENT AND PROPERTY**

- A. Because all CCRMA equipment, of whatever nature, whether owned, leased, or rented, is acquired with public money, the care and usage of all CCRMA equipment is restricted for legitimate CCRMA business.
- B. It is the policy of the CCRMA that telephone, mail, and facsimile transmission facilities shall be available during working hours for effective communication involving CCRMA business. Accordingly, CCRMA facilities should not be used for personal communications.
  1. Use of the CCRMA's telephone lines should be confined to business calls. Personal telephone calls are strictly prohibited. This restriction on the use of telephones also applies to personal calls to fellow employees.
- C. In order to avoid adding to the increasing volume of mail, employees should not use the CCRMA's address to receive personal mail. The CCRMA's stationery shall not be used for personal correspondence since any communication sent out on such stationery might be considered an official communication from the CCRMA.
- D. Employees will use computers and Internet connections only to conduct CCRMA business. Because of the risk of computer equipment being infected with viruses, worms and other malicious software, employees are to exercise diligence and care in the utilization of the Internet.
  1. Employees should be aware that they have no privacy right to the content of their computers, and the CCRMA has the right to monitor, restrict, seize, and evaluate any and all communications and downloads that pass through its facilities.
  2. Improper use of the Internet, particularly misuse involving surfing or viewing of non-work-related sites, and in particular pornographic sites, shall serve as grounds for disciplinary action up to and including termination.
- E. Email relating to CCRMA business should be treated as any other paper correspondence involving CCRMA business. As such it should be treated and processed like any other written communication involving CCRMA business.
- F. All other CCRMA equipment of whatever nature, whether heavy equipment, tools, office furniture, or uniforms should be cared and maintained in a reasonable manner. CCRMA employees will be required to sign a receipt of items provided to perform business such as, but not limited to keys, uniforms and laptops.
- G. Loss of or damage to any CCRMA equipment must be reported to supervisory staff. An employee may be held responsible for the cost of replacing or repairing CCRMA equipment that is lost or damaged.



## **CHAPTER 45. OPERATION OF MOTOR VEHICLES**

- A. It is the policy of the CCRMA that all employees required to operate motor vehicles in performance of CCRMA duties, do so in a safe and lawful manner. Employees shall drive defensively and anticipate driving hazards such as weather and other drivers.
- B. All employees required to operate motor vehicles or heavy equipment (whether employee owned or CCRMA owned, leased, or rented) in performance of CCRMA business must possess the appropriate driver's license and insurance as a condition of their employment. Employees operating their own vehicles must possess the appropriate driver's license and carry the minimum amount of vehicle insurance required by law. All employees are subject to a driver's license check/motor vehicle report on at least an annual basis if their job duties require driving a vehicle. The driver's license check/motor vehicle report is a pre-employment condition as well as a condition for continuing employment by the CCRMA.
  - 1. An employee whose duties require the operation of a motor vehicle or heavy equipment, but who does not possess the appropriate driver's license and/or the required insurance or is not insurable shall be terminated from employment for not meeting the minimum conditions to hold the position.
  - 2. Suspension or revocation of the driver's license of an employee who is required to operate a vehicle or equipment as a normal part of their job may result in a transfer, if another position is available and if the employee qualifies for the position or, if no such transfer position is available, the termination of employment.
- C. An employee whose duties involve the operation of a motor vehicle and who becomes physically or mentally unable to safely operate a motor vehicle may be transferred to another position within the CCRMA, if one is available, or termination.
- D. Any CCRMA employee required to operate a motor vehicle who is convicted of any of the following violations shall be subject to immediate termination of employment:
  - 1. A plea of guilty or nolo contendere is considered the same as conviction for:
    - a) Driving while intoxicated or under the influence of drugs or alcohol;
    - b) Hit and run/failure to stop and render aid;
    - c) Reckless driving;
    - d) Negligent homicide, vehicular manslaughter, or gross negligence that causes death;
    - e) Aggravated assault with a vehicle;
    - f) Theft of a vehicle or operating a motor vehicle without the owner's authority;
    - g) Speed contest (racing); and,
    - h) No license, improper or invalid driver's license or permitting an unlicensed person to drive.
  - 2. An employee whose duties require the operation of a motor vehicle and who is involved in any one or more of the following situations may be subject to immediate termination of employment:



- a) Public intoxication;
  - b) Implied consent (failure to submit to substance abuse screening);
  - c) Seat belt violation;
  - d) Stop sign or signal violation;
  - e) Two or more moving violations within one year of the initial infraction;
  - f) Two or more at fault accidents within one year of the initial infraction;
  - g) One at fault accident and one moving violation within one year of the initial infraction;
  - h) One negligent collision resulting in serious bodily injury (hospitalization or death) or extensive property damage;
  - i) Provided, however, that an employee who submits a certificate of completion of a U.S. based certified defense driving course obtained on their own time and at their own expense may mitigate an adverse evaluation of that employee's employment status, but each situation will nonetheless be evaluated on its own merits.
- E. Any employee who receives a traffic citation or who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle on CCRMA business, shall if physically able, file a report of such incident with their immediate supervisor within twenty-four (24) hours of the occurrence of such events or be subject to disciplinary action up to and including termination.
- F. Unauthorized use of the CCRMA's motor vehicles, or unauthorized use of the employee's personal vehicle for the CCRMA's business, is prohibited and is a ground for disciplinary action up to and including termination of employment. CCRMA vehicles shall not be used for personal errands or for personal travel. Employees who are provided CCRMA motor vehicles for their use will use such vehicles only for CCRMA related business.
- G. CCRMA vehicles shall not be used to transport employees, clients, or others to political activities, to voting precincts or to any other activities outside of normal CCRMA requirements.
- H. Employees who are authorized to operate their personal vehicle to conduct CCRMA business must provide the following:
- Copy of Employees Driver's License
  - Must show proof of current liability insurance.
  - The vehicle must have current registration and inspection. A copy of insurance verification must be provided to the HR Office.

If an employee does not have a current Driver's License, a current registration sticker, or current vehicle liability insurance in the minimum amounts required by Texas law, then that employee's vehicle is not authorized for CCRMA use.



## **CHAPTER 46. CONFLICT OF INTEREST**

- A. It is the policy of the CCRMA that no employee shall engage in any activity or practice that creates an actual, or a perceived, conflict of interest with their position as a CCRMA employee.
- B. For purposes of this policy, a conflict of interest is defined as follows:
  - 1. Outside interest causing a conflict of interest. To hold, directly or indirectly, a position or a material financial interest in any outside concern from which the individual has reason to believe the CCRMA secures goods or that provides services competitive with the CCRMA or, to compete, directly or indirectly, with the CCRMA in the purchase or sale of property or property rights, interests, or services.
  - 2. Outside activities causing a conflict of interest. To render directive, managerial, or consultative services to any outside concern that does business with, or competes with the services of the CCRMA, or to render other services in competition with the CCRMA.
  - 3. Acceptance of gifts, gratuities, and entertainment causing a conflict of interest. To accept gifts, excessive entertainment, or other favors from any outside concern that does, or is seeking to do, business with, or is a competitor, of the CCRMA, under circumstances from which it might be reasonably be inferred that such action was intended to influence, or possibly would influence, the individual in the discharge of his or her duties.
    - a) this does not include the acceptance of items of nominal or minor value that are ceremonial or in the spirit of a holiday season and which do not relate to any particular transaction or activity of the CCRMA.
  - 4. Disclosure of inside information which causes a conflict of interest. To disclose or use information relating to the CCRMA's business for the personal profit or advantage of the individual or their immediate family. Disclosure of inside information by the employee, directly or indirectly, is strictly prohibited.
- C. An employee may not use their position with the CCRMA for any personal gain other than allowable compensation and benefits received from the CCRMA. This prohibition includes financial gain, political gain, or other material favors, benefits, or gifts bestowed because of a person's position with the CCRMA.
- D. An employee may not engage in any other business or commercial activity or be employed in private enterprises if such activities interfere with the performance of their duties with the CCRMA.
- E. A CCRMA employee who seeks outside employment must submit a request to their supervisor or to the Department Head. The Department Head may deny the request if it is determined that the outside employment would be inconsistent or incompatible with the CCRMA, or adversely affect the employee's job performance. Employees must not conduct or solicit outside employment in any manner during working hours or on CCRMA property. Employees must not conduct or solicit secondary employment from the CCRMA's clients or vendors or while using CCRMA owned or rented vehicles, equipment, or supplies. Employees may not work, directly or indirectly, for contractor's, suppliers, or any other business that may be construed to be a conflict of interest. An employee who is injured



performing outside employment is not covered under the CCRMA's workers' compensation plan..

- F. An employee shall not purchase goods, supplies, services or equipment for the CCRMA without following the CCRMA's purchasing procedures policy. An employee will not accept any personal benefit, remuneration, gifts or favors from outside vendors of material value.
- G. An employee shall not use CCRMA personnel, equipment or supplies for personal gain nor shall an employee do personal work on CCRMA time.
- H. An employee will not accept gifts from any person or firm that is doing or seeking to do business with the CCRMA under circumstances from which it might reasonably be inferred that the purpose of the gift is to influence the employee in the conduct of the CCRMA business with the donor. Such gifts should be returned with a note of explanation.
  - 1. However, employees are not prohibited from accepting advertising novelties such as pens, pencils, and calendars, or other gifts of nominal value when the circumstances clearly show that the gifts are offered for reasons of personal esteem and affection and are not related to any particular transaction or activity of the CCRMA.
- I. Employees are prohibited from buying and selling items for personal profit on CCRMA premises.
- J. It is difficult to describe all of the situations which may arise involving a conflict of interest. If any employee has a question concerning a possible conflict of interest, the employee should advise their supervisor of the situation. Questionable situations should be brought to the attention of the authorized personnel.

#### **CHAPTER 47. PUBLIC AND MEDIA RELATIONS**

- A. The news media performs an important service for the public, which should be clearly understood by all CCRMA employees. It is the function of the news media to keep the public informed on matters of public interest, including the activities of the various departments and the employees of the CCRMA. Therefore, it is essential that information provided to the media be accurate, released only by the appropriate person or official, and handled in a professional manner.
- B. Since a statement by any CCRMA employee to the public or to the news media may be interpreted as an official statement of the CCRMA administration, contact with the media, news releases and other releases of information concerning the CCRMA or any of its department is limited to supervisory or managerial personnel who are authorized to handle this function.
- C. For the foregoing reason, official statements to a news media representative must be referred up the chain of supervision to the CCRMA or a duly designated Public Information Officer.

#### **CHAPTER 48. SOCIAL MEDIA POLICY**

- A. At the CCRMA, we understand that social media is a social behavior and can be a fun and rewarding way to share your life and opinions with society. However, use of social media also presents certain risks and carries certain responsibilities with it. This policy provides guidance for employees' use of social media.



- B. The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the CCRMA, as well as any other form of electronic communication.
- C. The following principles apply to professional use of social media on behalf of the CCRMA as well as personal use of social media when referencing CCRMA. Because online postings can conflict with the interests of the CCRMA and its customers, the CCRMA has adopted the following policy. Breach of this policy may result in counseling and disciplinary action, up to and including termination.
1. Always be fair and courteous to fellow colleagues, customers, members, suppliers, or people who work on behalf of the CCRMA. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or a manager/supervisor than by posting complaints to a social media outlet.
  2. CCRMA employees are not to publish, post or release any information that is considered confidential or not public. CCRMA employees must maintain the confidentiality of the CCRMA trade secrets and private confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. If there are questions about what is considered confidential employee should check with the Head Department and/or supervisor.
  3. Do not create a link from your blog, website, or other social networking site to the CCRMA website.
  4. Never represent yourself as a spokesperson for the CCRMA. If the CCRMA is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the CCRMA, fellow staff, board members, customers, suppliers, or people working on behalf of the CCRMA.
  5. Social media networks, blogs and other type of online content sometimes generate press media attention or legal questions. Employees should refer these inquiries to authorized CCRMA spokespersons and/or supervisors.
  6. Refrain from using social media while on work time or on equipment provided by the CCRMA, unless it is work-related as authorized by management or in compliance with the CCRMA Equipment and Property policy. Do not use the CCRMA’s e-mail address to register on social networks, blogs, or other online tools utilized for personal use.
  7. Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to the CCRMA or appear to be endorsed by, or to have originated from the CCRMA. If employees publish content after-hours that involves work or subjects associated with CCRMA, a disclaimer should be used, such as: “The postings on this site are my own and do not represent CCRMA’s position, strategies or opinions.”



8. Employees should be aware that the CCRMA may observe content and information made available by employees through social media. Employees should use their best judgement in posting material that is neither inappropriate nor harmful to the CCRMA, its employees or customers.
9. Employees should be aware of the effect their actions may have on their images, as well as CCRMA's image. The information that employees post or publish may be public information for a long time.
10. Subject to applicable law, after-hours online activity that violates the CCRMA's Code of Conduct or any other company policy may subject an employee to disciplinary action, up to and including termination.

#### **CHAPTER 49. POLITICAL ACTIVITY**

- A. It is the policy of the CCRMA to allow all employees the freedom to participate in governmental activities including political activities provided that such participation is done outside of employment hours and does not result in a conflict of interest.
- B. No employee shall use their position or influence in any way for or against a candidate for public office.
- C. During working hours, an employee shall not circulate petitions or campaign literature on behalf of candidates for elective office or be in any way involved in soliciting and subscription, contribution or political service on behalf of any such candidate.
- D. Employees shall not in any manner contribute money, labor, time or other valuable things to any person for election purposes during working hours.
- E. This policy will be interpreted and applied with due regard for an employee's First Amendment and associational rights, as determined by applicable legal standards.

#### **CHAPTER 50. SMOKING AND TOBACCO USE POLICY**

- A. Smoking and all forms of tobacco use is not permitted in CCRMA buildings or facilities including specifically offices, restrooms, hallways, reception areas, garages, sheds, and motor vehicles. This policy includes substitute smoking practices, such as vaping.
- B. Employees may smoke or use tobacco products outside of CCRMA building in the designated areas while on their approved breaks.
- C. Non-employee visitors to CCRMA buildings will be directed to comply with the CCRMA's smoking and tobacco use policy.
- D. Work breaks may be scheduled by supervisors to accommodate smokers in compliance with these policies and procedures covering such breaks.
- E. Smoking and tobacco use (including vaping) in CCRMA motor vehicles is strictly prohibited.
- F. All employees share in the responsibility for adhering to and enforcing the policy, but management will assure adherence to this policy.
- G. Any conflicts should be brought to the attention of the immediate supervisor and, if necessary, the department head and the Executive Director
- H. In all cases, the right of a non-smoker to protect their health and comfort will take precedence over another employee's desire to smoke.



- I. This policy, and any violations thereof, shall be enforced through appropriate counseling and appropriate disciplinary action.

## **CHAPTER 51. DISCIPLINE POLICY GENERALLY**

- A. Employee conduct shall be evaluated in the following three primary criteria:
1. Job Performance;
  2. Personal Conduct (on duty time); and,
  3. Personal Conduct (off-duty but affecting duty status).
- B. Job Performance focuses on the ability to perform the functions of the job to which an employee is assigned. Those job functions may evolve over time, as the needs and work of the CCRMA change, and a component of job performance necessarily includes the ability, and the willingness, to adapt to the changes that are required from time to time for the CCRMA to remain competitive, as well as to follow policies and procedures applied by the CCRMA.
- C. Personal conduct at work relates to the social skills, manners, and ability of an employee to fit into a public-sector work environment and to get along with other employees. Any conduct that negatively bears on the work environment and work morale will also bear negatively on an employee's qualifications to work in that environment.
- D. Personal conduct outside of work, while not ordinarily the focus of job performance or abilities, can and will be the basis of personnel action if it affects the employee in any area of work performance.
- E. Any other conduct, either in connection with CCRMA business or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee.
- F. Disciplinary action may be taken against an employee for various reasons, which include but are not limited to the following examples:
- Insubordination, i.e., willful disregard of job assignment;
  - Absence without approved leave, including failure to notify a supervisor or sick leave and repeated tardiness or early departures;
  - Endangering the safety of other persons through negligent or willful acts, e.g., horseplay, reckless use of CCRMA vehicles or equipment, etc.;
  - Unauthorized use or misuse of public funds or property, i.e., theft, misuse of vehicles, equipment, etc.;
  - Conviction of a felony;
  - Conviction of official misconduct or appression;
  - Falsification of documents or record;
  - Unauthorized use of official information or unauthorized disclosure of confidential information;
  - Unauthorized or abusive use of official authority;
  - Violation of on the job safety rules;



- Violation of the CCRMA's Sexual Harassment Policy;
- Violation of the CCRMA's Drug and Alcohol Abuse Policy;
- Incompetence or neglect of duty;
- Disruptive behavior which impairs the performance of others; e.g., fighting and sexual harassment, etc.;
- Violation of the requirement of these personnel policies;
- Job abandonment (defined as failure to report to work at the regularly schedule time for three (3) consecutive working days without consent); and
- Other misconducts which may render an employee liable for disciplinary action.

## **CHAPTER 52. NON-DISCIPLINARY SEPARATIONS**

- A. The CCRMA recognizes four basic types of non-disciplinary separations: 1) voluntary resignation; 2) voluntary retirement; 3) reduction in force and recall; and 4) separation based on an inability to fulfill the core functions of a CCRMA position.
- B. Resignation:
  1. An employee may leave the CCRMA service in good standing by submitting his or her resignation to the appropriate official at least ten (10) working days in advance of the proposed date of separation. The Executive Director may waive any portion of the notice period.
  2. An employee resigning without giving the required notice shall be ineligible for re-hire for a period of one year.
- C. Retirement:
  1. Regular employees are afforded retirement under the Texas County and District Retirement System.
  2. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas County and District Retirement System (TCDRS).
- D. Reduction in Force:
  1. It is the policy of the CCRMA to assure the continued quality and efficiency of the CCRMA during circumstances including, but not limited to, a lack of work, financial exigencies, reorganization, loss of grant funds, cancellation of projects, or changes in needs or technologies. The Executive Director or his designee shall determine whether a reduction in force is necessary in furtherance of this policy.
  2. A reduction in force shall take into consideration factors such as available resources, operational requirements, financial exigencies, and business necessities. The criticality of specific functions/services with respect to the ability to accomplish the mission of the CCRMA is also a consideration. The reduction may take the form of elimination of jobs, reduction in full-time equivalency, or reduction in salary or wages. The CCRMA reserves the right to re-assign its employees when such re-assignment meets operational needs.



3. Layoff decisions will be made without regard for the employee's race, color, creed, sex, religion, national origin, age, non-job-related physical or mental disability or veteran's status or any other unlawful reason. Force reductions are not disciplinary actions and are therefore not subject to administrative appeal review.

E. Elimination of Position:

1. An employee may be separated because of changes in duties or reorganization. The relative necessity of each position to the organization is considered when positions are considered for elimination.
2. In deciding who will be separated from their employment as a result of a reduction in force, the CCRMA will consider, but is not limited to the following factors:
  - The employee's length of service with the CCRMA\*,
  - The performance record of each employee,
  - When a reduction creates or elevates an operational requirement, an employee's unique operational qualifications for remaining positions will be considered.

\*Seniority will be the determining criteria in cases where employees are otherwise equally qualified. In determining seniority, time covered by a below-average evaluation during the preceding three (3) years will not be considered.

F. Inability to Fulfill Core Job Duties:

1. Employees who are unable to carry out the core duties of their position are subject to a separation from that position.
2. A non-disciplinary separation is based on assessment by supervisory personnel that an employee, though willing, is simply not qualified to carry out the duties of any position, because of a lack of physical ability, or a lack of other minimally required competencies for the position.
3. An employee separated in a non-disciplinary separation may invoke the administrative appeal procedure provided for in this Personnel Manual.

## **CHAPTER 53. DISCIPLINARY AND TRAINING PROCEDURE**

- A. The CCRMA endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve performance. However, the CCRMA retains the right to administer discipline to address performance and conduct issues and concerns that arise with respect to situations.
- B. The CCRMA Executive Director reserves the right to administer any of the disciplinary actions in sequence or out of sequence depending on the employee situation.
- C. The types of progressive discipline include, but are not limited to the following procedures and protocols:
  1. A documented extension of probation no longer than the current probation period in force.



2. Incident reports including a meeting with the employee to discuss the matter, inform the employee of the nature of the problem and the action necessary to correct it. An incident report may be documented in writing by supervisory personnel without notice of such documentation to the employee.
  3. Verbal warning to the employee describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action. A written notice or counseling shall be documented in the employee's personnel file and notice of this shall be given to the employee.
  4. Write-up will be issued to the employee if it continues to exhibit poor performance after receiving incident and verbal warnings. Management reserves the right to write-up an employee without any of the previous mentioned actions based on severity.
  5. Suspensions, with or without pay, including the issuance of a write-up and Notice of Suspension describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action up to and including termination.
  6. A demotion is a change of duty assignment of an employee from position in one classification in a lower pay group. Demotions may be made for the purpose of voluntary assumption of a less responsible performance in a higher position, or as a result of elimination of the higher positions.
  7. Dismissal including the issuance of a notice setting forth the grounds for and date of dismissal.
- D. Endorsement of a progressive discipline model does not restrict the authority of management to impose an appropriate level of discipline depending on the seriousness of any misconduct.

#### **CHAPTER 54. GROUNDS FOR DISCIPLINE**

- A. The Executive Director, or the Executive Director's designee, may impose such discipline as is warranted under the circumstances of any case.
- B. Grounds for discipline include but are not limited to the following types of misconduct:
  1. Job Duty Related Conduct such as:
    - a) Excessive tardiness;
    - b) Excessive absenteeism;
    - c) Unauthorized absence;
    - d) Failure or inability to perform the duties of a job assignment;
    - e) Disobedience of lawful orders;
    - f) Neglect of or disregard of duties;
    - g) Falsification of any documentation required for employment;
    - h) Mishandling customer accounts;
    - i) Falsification of any claims of harassment;



- j) Retaliation towards anyone who has made a good faith claim of harassment or other work-related complaint;
  - k) Failure to report for work without having given proper notification;
  - l) Failure to comply with any one or more of the CCRMA's policies, procedures, or directives set by this policy or by management and/or supervisory personnel.
- 2. Social incompatibility conduct at work such as;
  - a) Insubordination or disrespectful conduct to a supervisor;
  - b) Confrontational or disrespectful conduct towards a co-worker or other employee;
  - c) Gossip that disrupts the work environment;
  - d) Substance abuse, including alcohol;
- 3. Criminal conduct, whether on or off duty, such as:
  - a) Any misdemeanor complaint or indictment;
  - b) Any felony indictment;
  - c) Any misdemeanor deferred adjudication or conviction;
  - d) Any felony deferred adjudication or conviction.
  - e) Any conduct on duty that could constitute criminal misconduct if chargeable by prosecuting authorities, including falsification of records, acceptance of bribes, improper use of CCRMA property, and so forth.
  - f) Certain conduct off duty that could constitute criminal misconduct if chargeable by prosecuting authorities and which could bear a negative public perception about the qualifications of that employee to serve the CCRMA.
- 4. Any other conduct, as determined by the Executive Director, either in connection with CCRMA business, or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee, or that is not in the best interest of the CCRMA. Any violation of this policy constitutes a failure to act in the best interest of the CCRMA.

## **CHAPTER 55. COMPLAINTS AND GRIEVANCES**

- A. This Chapter addresses the CCRMA's administrative complaint and appeal procedures relating to EEO discrimination complaints, including sexual harassment, retaliation complaints, whistleblower complaints, complaints regarding allegations or concerns of civil rights of employees protected under state and federal law, qualifying disciplinary appeals, appeals from non-disciplinary termination or separation from employment, or any other matter that the employee believes to be unfair or contrary to the employee's best interests or that affects his or her conditions of employment. The goal of this grievance procedure is to identify and correct causes of employee dissatisfaction and to ensure all employees receive fair and equitable solutions to work-related misunderstandings and grievances. The employee has the right to present complaints or grievances under the provisions of this grievance procedure free of fear, restraint, interference, coercion,



discrimination, retaliation, or reprisal. The CCRMA intends that, whenever feasible, complaints be resolved at the lowest possible administrative level.

B. Complaint/Grievance Procedure.

1. If any employee believes he or she is the subject of an employment action that is substantially motivated by unlawful discrimination or retaliation based on considerations of race, color, ethnicity, national origin, gender (sex discrimination, including sexual harassment), age, disability, religious belief, or any other characteristic protected by state or federal law, or believes that any other matter is unfair or contrary to the employee's best interests or that affects his or her conditions of employment, that employee, in order to present a grievance, must follow the procedures set forth herein in subsection C. When the CCRMA determines that two (2) or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, then the CCRMA may consolidate the complaints.
2. All complaints arising out of an event or related series of events must be addressed in one complaint. An employee is precluded from bringing separate and serial complaints concerning events about which the employee has previously complained.
3. In resolving complaints, time is of the essence. All time limits shall be strictly complied with, unless extended by mutual consent. All references are to working days. Written complaints shall receive a written response. The complaint shall be considered concluded if the employee does not appeal within the time limit.

C. If an informal meeting does not resolve the problem, then the following steps must be used to resolve the problem. The employee may discontinue the procedure at any step. If any relevant supervisor or other representative designated to hear an appeal is out of the office during the time allotted for reaching a decision due to a regularly scheduled vacation, an emergency, business travel, or other similar bona fide reason, the time out of the office shall not be counted as part of the allotted days. All requests for dispute resolution shall be maintained in a permanent grievance file to the extent that such documents are made available to or received by the Human Resources Department.

a) Level One

Employees should work to resolve work-related issues, misunderstandings, or problems as soon as reasonably possible after becoming aware of the issues or problem and are encouraged to make a good faith effort to resolve the problem by presenting a request in writing for a resolution of his/her grievance or complaint, along with any other documents deemed relevant by the employees, to his/her supervisor, with a copy delivered to the next level supervisor of the department in which the employee works (if different), and to the Human Resources Department. This request must be filed within ten (10) working days of the event giving rise to the complaint.

Supervisors shall investigate the matter and notify the employee within ten (10) working days after receipt of the request with a response.

The above time limits may be extended by written agreement of both the employee and management.



If the matter is of such a nature that the employee does not wish to discuss the matter with the supervisor or the next supervisor, the employee may appeal to the Human Resources Department.

b) Level Two

If the outcome of the complaint at Level One is not to the employee's satisfaction, the employee may meet with the Executive Director or his designee within fifteen (15) working days after receiving the response to discuss the complaint provided that the employee appeals to the Executive Director within five (5) working days of receiving the Level One decision.

Prior to the conference with the Executive Director, the employee shall submit a written description of the decision and complaint, the date it occurred, the remedy sought, and the date the employee conferred with his or her immediate supervisor. The Executive Director may obtain written and/or personal participation by the employee's immediate supervisor and any other employees or parties with relevant information.

The Executive Director shall notify the employee of the outcome of Level Two within ten (10) working days after meeting with the employee.

c) Level Three

If the outcome of Level Two is not to the employee's satisfaction, the employee may appeal to the Executive Director, or an independent third party appointed by the Executive Director in the Executive Director's sole and absolute discretion, within five (5) working days of receiving the Level Two decision. No new evidence shall be allowed. The Executive Director shall render a decision within ten (10) working days. The Executive Director's decision shall be considered final within the CCRMA.

D. Under state law, Chapter 554, Texas Government Code, the CCRMA may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority.

1. An employee who in good faith believes that he or she has suffered retaliation at work as a consequence of making a good faith report of a violation of law to an appropriate law enforcement authority, as provided by law, must first file an administrative appeal under the provisions of this Personnel Manual.
2. This administrative exhaustion requirement is a prerequisite to the initiation of any judicial action. It is intended to provide the CCRMA with an opportunity to take corrective action before being required to answer in a court of law.
3. Failure to file this administrative complaint procedure may result in the denial of any subsequent judicial relief.

E. Each such complaint will be taken seriously and the management personnel who receive the complaint shall take the necessary and appropriate steps to see that the complaint is investigated and ultimately resolved. If the matter is not resolved at the department head level, the matter may be appealed to the Executive Director, whose determination of the matter shall be final.



**CHAPTER 56. RESERVED.**

**CHAPTER 57. RESERVED.**

**CHAPTER 58. RESERVED.**

**CHAPTER 59. MISCELLANEOUS**

- A. The provisions of this updated personnel manual shall take effect upon their formal approval by the Board of Directors.
- B. The effect of final approval shall generally be immediate, except where a retro-active application is required by law, or in a situation where a prior version of this manual supplies a rule of decision. In the event any applicable laws are amended or otherwise modified subsequent to the formal approval of this updated personnel manual by the Board of Directors, such amended or modified laws shall be automatically incorporated herein without the need for any further action by the Board of Directors.
- C. If any part of this policy is determined to be void or unenforceable, the remainder of this policy, to the extent possible, shall remain in full force and effect.

**CHAPTER 60. DEFINITIONS**

- A. As a general rule, where not specifically defined below, words and phrases contained in this Personnel Manual shall be read in context and construed according to the rules of American English grammar and common usage. For purposes of this Personnel Manual, the following specific definitions shall control:

**ADA** – American with Disabilities Act.

**Active Employment** – An employee is an active employee so long as that employee is appearing at work or is on paid leave status as defined in this policy. An employee who goes on unpaid leave status shall not qualify as an active employee.

**Authorized Personnel** – refers to the person or office charged with oversight responsibility over personnel issues.

**At Will Employment** – refers to the employee and the CCRMA having a voluntary employment relationship which exists for no certain period of time, and which may be terminated at will by either party.

**Board of Directors** – refers to the officials appointed pursuant to the CCRMA By-laws appointed by the Cameron County Commissioner's Court.

**Compensatory/Overtime Pay** – refers to a rate of pay that is equal to one and a half times the regular rate of pay calculated pursuant to Fair Labor Standards Act (FLSA) guidelines for determining a rate of pay.

**Department Head** – refers to the person in charge of an administrative department within the CCRMA's organizational structure.

**DOH** – refers to the official date of hire or rehire.

**EEO or EEOC** – refers to the Equal Employment Opportunity Commission



**Effective Date** – refers to the effective date of this Personnel Policy Manual, as adopted by official action of the CCRMA Board of Directors.

**Employee** – any person who receives compensation for services rendered to the CCRMA and such compensation is treated as salary, wages, or benefits subject to taxation by the state or federal government.

**Executive Director** – refers to the Executive Director appointed pursuant to the CCRMA By-laws or his or her designated representative.

**FMLA** – refers to the Family Medical Leave Act.

**FLSA** – refers to the Fair Labor Standards Act;

**Health Care Provider** – for purposes of this PPM shall refer to U.S. based and licensed health care personnel.

**Holiday Pay** – refers to a regular rate of pay for each respective employee equivalent to one eight (8) hour shift for the holiday in question.

**Holiday, Premium Pay** – refers to a rate of pay that is equal to one time the regular rate of pay for the employee, and which is paid in addition to holiday pay defined above, but which is paid only for hours actually worked during a holiday period.

**Human Resource Department** – refers to the personnel or human resource officer.

**Management** – refers to the CCRMA's management structure and includes all supervisory management personnel, at the level called for under the circumstances.

**MRO** – refers to a Medical Review Officer who is authorized by law to review appeals of positive testing results under federal law and to set them aside if justified under applicable legal requirements.

**Paid Time Off** – refers to duty time for which an employee will be paid at their regular rate of pay even but are utilizing accrued leave time, such as vacation time, comp time, or sick leave while away from work.

**Personnel Policy Manual, Personnel Manual** – refer to this Personnel Policy Manual.

**Pro-rated** – means to divide, distribute, or calculate in equal portions. For example, an annual salary of X shall be paid on a prorated basis in equal installments throughout the CCRMA's fiscal year.

**Vacation Time** – refers to paid time off for leave accrued under this policy.

-end-



EXHIBIT "A"

**RECEIPT AND ACKNOWLEDGEMENT FORM**

I acknowledge receipt of a copy of the Personnel Policy Manual of the CCRMA.  
I understand and agree:

- A. That this manual is the property of the CCRMA and must be returned along with all other CCRMA property upon leaving employment with the CCRMA for any reason.
- B. It is my obligation to understand all the provisions of the manual. I can ask my Supervisor, my Department Director, or the Personnel Office any questions I have about this manual.
- C. The manual is not a contract, whether formal, informal, or implied, and the information provided is subject to unilateral change by the CCRMA as the need arises or subject to unilateral interpretation or application by the CCRMA.
- D. Acceptance of the provisions of this manual is a condition of my employment with the CCRMA. By accepting employment after the effective date of this manual or by remaining employed by the CCRMA after the effective date of this manual, I agree to be bound by the terms and conditions of the manual.
- E. I will familiarize myself with the information in this manual and will seek verification or clarification where necessary and will comply with the policies and procedures pertaining to the CCRMA.
- F. I understand and acknowledge that failure to abide by the policies contained herein, including changes, additions, modifications, and/or alterations could result in disciplinary action up to and including termination. I further understand and acknowledge that my continued employment is evidence of my acceptance to abide by any and all changes, additions, modifications, and/or alterations made in the future and presented to employees, whether or not I have signed an acknowledgment of such changes.
- G. I understand that my employment can be terminated at the will of either the CCRMA or myself at any time for any reason or no reason and without notice.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Received

Copy:Personnel File

Amended and Restated CCRMA Personnel Policy Manual (to be signed and included in personnel file)



EXHIBIT “B”  
**EMPLOYEE CODE OF CONDUCT**

Employees of the CCRMA and/or employees of Cameron County who are assigned to spend more than 20 hours per week working on behalf of the CCRMA and are subject to supervision or direction by the Executive Director or the CCRMA Board of Directors (collectively, “Employees”) are expected to conduct the business of the authority in an open, honest, and ethical manner. Employees must adhere to the highest standards of ethical conduct in the performance of their responsibilities and must refrain from engaging in any activity that could raise questions as to the honesty or integrity of the CCRMA or damage the CCRMA’s reputation or credibility. Additionally, Employees must at all times comply with the Employee Code of Conduct set forth in this Section II.

*Equal Employment Opportunity*

The CCRMA is an equal opportunity employer and is committed to the principles of equal employment opportunity. The CCRMA will not tolerate discrimination based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law.

All employment decisions, including but not limited to decisions regarding recruitment, selection, hiring, transfer, compensation, benefits, training, promotion, demotion, discipline, discharge, termination, leave of absence, and other terms, conditions, and privileges of employment, shall be based on individual qualifications without regard to an individual’s status as a member of a protected class. The CCRMA will make reasonable efforts to ensure that all protected classes have equal access to employment with the CCRMA, and all personnel responsible for hiring, managing, and promoting Employees are charged to support the CCRMA’s commitment to equal employment opportunity.

The CCRMA will make reasonable accommodations for applicants or Employees with disabilities, provided that the individual is otherwise qualified to perform the duties and responsibilities of the position and that any accommodation is not detrimental to the business operations of the CCRMA.

*Workplace Harassment*

The CCRMA is committed to ensuring a respectful work environment free from sexual harassment or any type of unlawful discrimination or harassment based on race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other status protected by law. Harassment based on any of the above is considered a form of illegal discrimination. The CCRMA will not tolerate any form of harassment in the workplace.

Prohibited sexual harassment includes any unwelcomed sexual advances, requests for sexual favors, or other unwelcomed verbal or physical conduct of a sexual nature where submission to such conduct affects an individual’s employment; such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance; or such conduct creates an intimidating, hostile, or offensive work environment. Other forms of prohibited harassment include unwelcomed verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, ethnicity, color, creed, religion, ancestry, national origin, sex, gender, sexual orientation, age, disability, or any other characteristic protected by law.

Amended and Restated CCRMA Personnel Policy Manual (to be signed and included in personnel file)



If an Employee believes that he or she is or has been subjected to harassment, including but not limited to any of the conduct listed herein, by any manager, other Employee, consultant, customer, vendor, or any other person in connection with employment at the CCRMA, the Employee should report the incident to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman or in the event that the incident involves the Chairman, to the Vice-Chairman. Similarly, an Employee who witnesses harassment directed at another Employee should immediately report the matter to the CCRMA Executive Director, the Chairman of the CCRMA, or, in absence of a CCRMA Executive Director or Chairman or in the event that the incident involves the Chairman, to the Vice-Chairman, with or without the permission of the Employee involved. All complaints of workplace harassment will be investigated promptly and thoroughly and with as much confidentiality as possible. Retaliation against an Employee who reports workplace harassment will not be tolerated.

The CCRMA will take complaints or reports of harassment very seriously and will take appropriate remedial action if an investigation reveals that prohibited harassment, discrimination, or retaliation in violation of this Code of Conduct has occurred. Employees who engage in prohibited harassment will be subject to corrective action, up to and including termination of employment.

#### *Conflicts of Interest*

Employees are prohibited from engaging in any activity that could create a conflict of interest or even the appearance of a conflict of interest with the Employee's duties and responsibilities to the CCRMA. Activities that could create a conflict of interest include, but are not limited to:

1. Transaction of CCRMA business with any entity in which the Employee is an officer, agent, member, or owner of a controlling interest;
2. Participation in a CCRMA project in which the Employee has a direct or indirect monetary interest;
3. Outside business or professional activities that could interfere with the Employee's performance of duties on behalf of the CCRMA or impair the Employee's independence of judgment with respect to the Employee's performance of CCRMA duties;
4. Personal investments that are likely to create a substantial conflict between the Employee's private interest and the interest of the CCRMA; and
5. Any activity that could result in the disclosure of confidential or sensitive information that the Employee has access to as a result of the Employee's position with the CCRMA.

If an Employee is uncertain as to whether a particular activity could create a conflict of interest, the Employee should consult the CCRMA's General Counsel prior to engaging in the activity.

#### *Gifts and Honoraria*

Employees are prohibited from accepting gifts, favors, benefits, or other compensation, whether in the form of money or other thing of value, which could influence them or even have the appearance of influencing them in the performance of their official duties. Employees may accept meals offered in the course of normal business relationships. Additionally, Employees may



accept promotional items that do not exceed an estimated \$25 in value and are distributed as a normal means of advertising.

Employees may not accept an honorarium for appearing at a conference, workshop seminar, or symposium as a representative of the CCRMA other than reimbursement for food, transportation, or lodging.

If an Employee is uncertain as to whether he or she may accept a gift, favor, or benefit, the Employee should consult the CCRMA's General Counsel prior to acceptance.

#### *Use of CCRMA or Cameron County Property*

Computers, including all software, hardware, internet, and email systems; modems; printers; telephones; cellular phones; fax machines; copy machines; and other electronic and communications equipment owned or leased by the CCRMA may be used for official CCRMA purposes only. Employees do not have a right to privacy when using CCRMA electronic and communications equipment, and all emails, computer files, and telephone records are the property of the CCRMA and are subject to disclosure under the Texas Public Information Act, discovery in litigation, and/or examination by managers or supervisors.

Employees must immediately report lost or stolen CCRMA property to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman, to the Vice-Chairman. Misuse or theft of CCRMA property may result in disciplinary action, including criminal prosecution.

#### *Criminal Activity*

The CCRMA will perform criminal background checks on all final applicants for any position involving the disbursement of CCRMA funds or the handling of cash, checks or credit cards; negotiable documents and materials; or highly confidential or sensitive information. All applicants admitting a felony conviction on their application materials will also be subject to a criminal background check. Additionally, the CCRMA may at its discretion perform criminal background checks on applicants for any other position.

If an Employee is charged with a felony or a misdemeanor other than a traffic violation, the Employee is required to immediately inform the CCRMA Executive Director or, in the absence of the CCRMA Executive Director inform their Immediate Supervisor. The CCRMA may take steps to respond to criminal violations consistent with this policy, up to and including termination of employment.

#### *Searches of Property*

The CCRMA reserves the right, when having reasonable suspicion, to authorize searches either on its property or off-site while services are being performed for the CCRMA, consistent with law. Employees should be aware that there is no right to privacy with respect to weapons, or other items in violation of the CCRMA's Policy Manual, on the CCRMA's property or off-site where services are being performed for the CCRMA. The CCRMA's right to conduct searches includes but is not limited to such areas and items such as lockers, desks, workstations, purses, briefcases, bags, toolboxes, lunch bags, employee's work area, clothing, personal effects, vehicles, desks, and cabinets. Any items, which an employee does not want to have inspected, should not be brought to work.

Amended and Restated CCRMA Personnel Policy Manual (to be signed and included in personnel file)



### *Maintenance of Agency Records, Fraud, & Public Information*

Employees must maintain all CCRMA records for at least the minimum amount of time prescribed by the records retention schedules applicable to local governmental entities adopted by the Texas State Library and Archives Commission. In the event that litigation is filed against the CCRMA or is reasonably anticipated to be filed, the CCRMA's General Counsel may determine that it is necessary to implement a litigation hold in order to ensure the preservation of all records related to the lawsuit. Employees must refrain from destroying any records that are the subject of a litigation hold. Additionally, Employees must comply with all records retention policies adopted by the CCRMA.

Given the need for accurate and honest business records, any false or misleading report or record (including but not limited to financial documents; resumes; employment applications; contracts; and reports) will be taken very seriously. Employees who become aware of any suspected fraudulent act or falsification of CCRMA records must immediately report the concern to the CCRMA Executive Director, the Chairman of the CCRMA, or, in the absence of a CCRMA Executive Director or Chairman, to the Vice-Chairman, who shall respond to the evidence by taking appropriate remedial action. Discovery of a fraudulent act related to a person's employment or job responsibilities may result in corrective action, up to and including termination of employment.

Members of the public may make written requests for records maintained by the CCRMA. In the event that an Employee receives a written request for information, the Employee must notify the CCRMA Executive Director immediately so that the CCRMA can respond to the request within the time frame prescribed by the Texas Public Information Act. Employees must refrain from destroying any records that are the subject of a pending public information request.

### *Employee Acknowledgement*

All Employees must sign an acknowledgment, in the form attached acknowledging that they have received, read, and understand this Employee Code of Conduct and that they will comply with the requirements set forth herein.



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
EMPLOYEE CODE OF CONDUCT**

**Acknowledgement**

**I, \_\_\_\_\_, DO HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, READ, AND UNDERSTAND THE CCRMA EMPLOYEE CODE OF CONDUCT AND THAT I WILL COMPLY WITH THE REQUIREMENTS SET FORTH THEREIN.**

\_\_\_\_\_  
**Employee**

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



EXHIBIT "C"

**TEXAS GOVERNMENT CODE Section 552.024**

**Public Access Option Form**

The Public Information Act allows employee, public officials, and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information by checking off or initialing in the appropriate box:

Public Access Election	"Yes"	"No"
Home Address		
Home Telephone Number		
Social Security Number		
Information that reveals whether you have family members		

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Signature



EXHIBIT "D"

**WAGE DEDUCTION AUTHORIZATION FORM**

I understand and agree that my employer, \_\_\_\_\_ (the Company), may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for the Company's group medical/dental/vision/supplemental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the Company;
3. Installment payments on loans or wage advances given to me by the Company, and if there is a balance remaining when I leave the Company, the balance of such loans or advances;
4. If I receive an overpayment of wages for any reason, repayment to the Company of such overpayments (the deduction for such a repayment will equal the entire amount of the overpayment, unless the Company and I agree in writing to a series of smaller deductions in specified amounts);
5. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the Company during my employment;
6. The cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs);
7. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the Company in connection with my employment;
8. Administrative fees in connection with court-ordered garnishments or legally required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
9. If I take paid vacation or sick leave in advance of the date, I would normally be entitled to it and I separate from the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
10. The value of any time off for absences to which paid leave is not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law); and
11. If my employer pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such payments made by the Company, such payments being an advance of future wages payable to me.



I agree that the Company may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

---

Printed Name

---

Signature

---

Date



EXHIBIT “E”  
**LOCKER POLICY**

CCRMA employees in select job positions may be assigned lockers with combination locks provided by the company for the storage and protection of personal effects during their employment. This policy spells out how lockers are assigned, defines the rules for locker usage and sets guidelines for locker inspections, when necessary.

I. Definitions

Illegal Substance: a controlled substance as identified in the Controlled Substances Act but does not include a substance that is legally possessed or used under the supervision of a license healthcare professional

Weapon: any instrument, article or substance that, under immediate circumstances, is capable of causing death or physical injury to an individual or group of individuals.

Examples include, but not limited to:

- a. Firearms (including concealed handguns, and BB guns, whether loaded or unloaded);
- b. Ammunition, black powder, fireworks, explosive materials;
- c. Knives (including switchblades, stilettos, swords, etc.);
- d. Police batons or nightsticks;
- e. All martial arts weapons;
- f. Chemicals that can cause bodily harm;
- g. Stun Guns.

II. Policy

Cameron County Regional Mobility Authority (CCRMA) retains the right to inspect any locker and its contents to ensure that the locker is being used in accordance with its intended purpose, and to eliminate fire or other hazards, maintain sanitary conditions, attempt to locate lost or stolen material and to prevent use of the locker to store prohibited or dangerous materials such as weapons or illegal substances.

III. Procedure

Assignment of Lockers

- a. Each applicable staff member will be assigned a locker upon hire by the Human Resources Department. The staff member is to use only the locker assigned to them by management. If there is a need to change a locker, the staff person must request in writing to their manager a change of locker assignment and the reason for the change. Notwithstanding the assignment of a locker to a staff member, such staff member acknowledges that they have no reasonable expectation of privacy with regard to any contents they place in such locker.
- b. Each employee will be supplied a combination lock to use on their assigned locker. Only the supplied combination lock may be used to secure the locker. The Human Resources Department will maintain the master list of lockers combinations assigned to staff.

Amended and Restated CCRMA Personnel Policy Manual (to be signed and included in personnel file)



- c. When arriving for the work day, cellphones, purses, coats, and other personal belonging should be stored in the locker and secured. Employees are prohibited from taking purses or other personal valuables to their work area/workstation.

#### Use/Maintenance of Lockers

- a. When in use, lockers should be kept locked.
- b. Users are not permitted to deface or vandalize a locker in any way. Decals and similar materials are not permitted to be placed inside or outside of the locker.
- c. Closed, wrapped or sealed food and drink may be stored in lockers.

#### Inspection of Lockers

CCRMA reserves the right to inspect lockers when there is reasonable cause or when otherwise authorized by law. An inspection of all lockers may be conducted if:

- a. The CCRMA reasonably believes that such an inspection is necessary to prevent, impede, or substantially reduce the risk of:
  - i. An interference with work purposes or work function;
  - ii. A physical injury or illness to any person;
  - iii. Damage to personal or work property; or
  - iv. A violation of state or institutional policy;
- b. Chemicals or fluids can be visibly seen flowing out of the locker; or
- c. The CCRMA has reason to believe that a locker contains rotting, spoiling or mildewing items such as food, etc.

Employees will be asked to personally open their locker should one of the above needs arise.

If an employee refuses to personally open their locker, the CCRMA reserves the right to open the locker. In these situations, the employee and their supervisor shall be present (if available).

- Lockers may only be opened at the request of the Administration
- Inspections of lockers shall be witnessed by at least two individuals.
- If it is suspected that illegal substances or stolen items are housed in a locker, a witness shall be requested to be present when the locker is opened.

#### Weapons and Other Illegal Substances

- Employees shall not keep any weapons in an assigned locker.
- Discovery of any illegal substance and/or weapon results in termination.
- Any weapons or illegal substances will be handled and confiscated by local law enforcement.

#### Removal of Items from Lockers

In the event of the employee terminating his or her employment without notice, the manager shall empty the locker and inventory the contents at the request of the Human Resources Department.



The contents of the locker will be made available to be picked up the day the employee's last paycheck is made available. Items not picked up within two (2) weeks from the last day of work will be discarded.

**LOCKER POLICY**

**Acknowledgement**

*If Applicable to Employee*

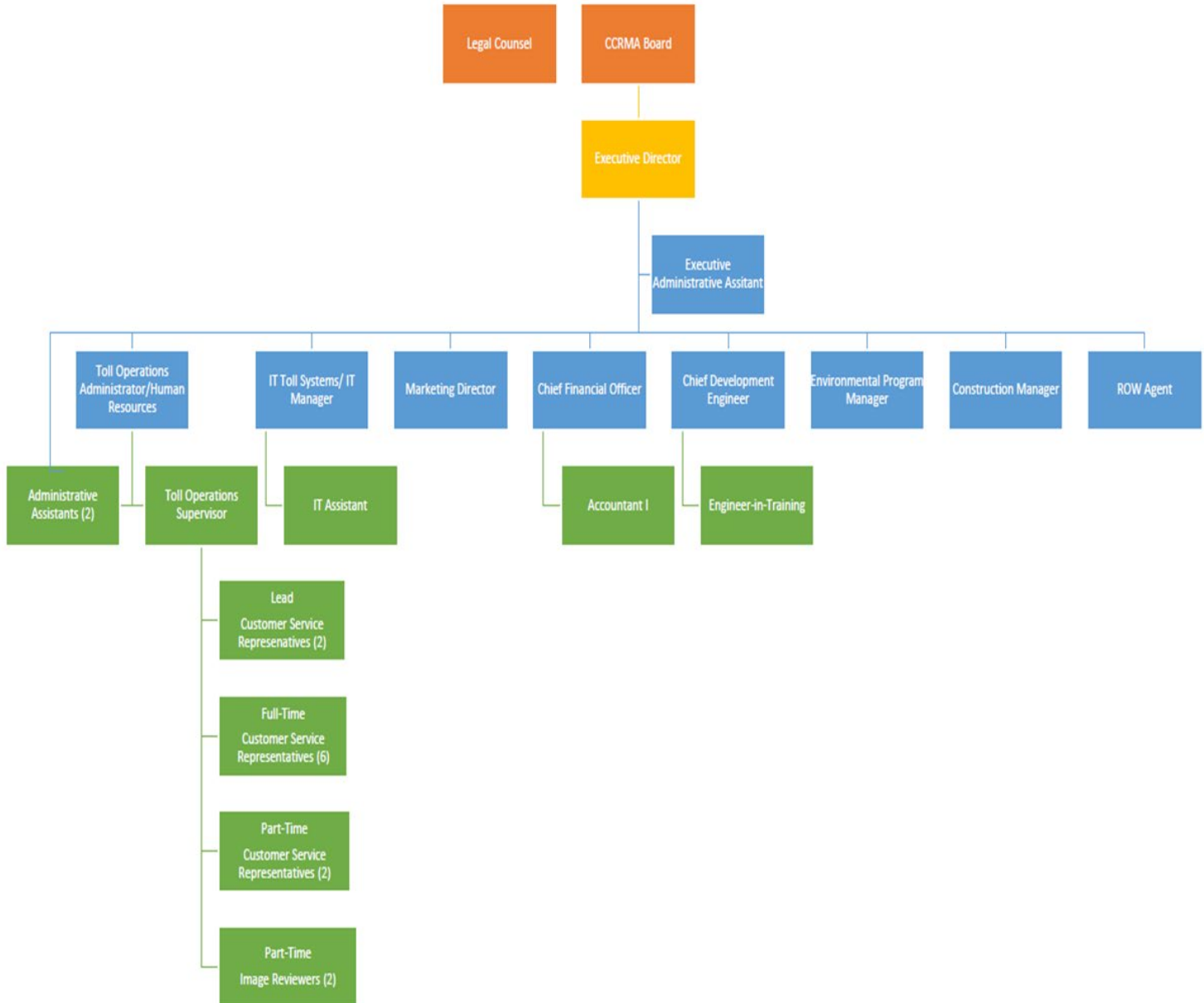
**I, \_\_\_\_\_, do hereby acknowledge that I have received, read and understand the CCRMA Locker Policy and that I will comply with the requirements set forth therein.**

\_\_\_\_\_  
**Employee**

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



EXHIBIT “F”  
**ORGANIZATION STRUCTURE**



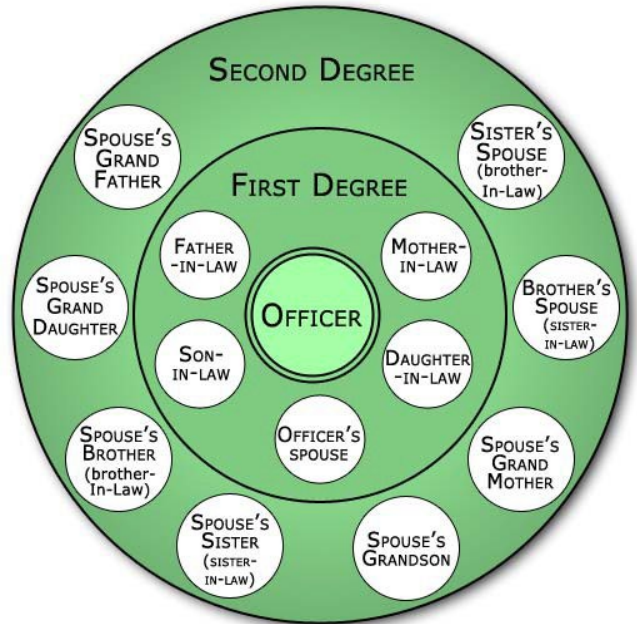
Amended and Restated CCRMA Personnel Policy Manual (to be signed and included in personnel file)



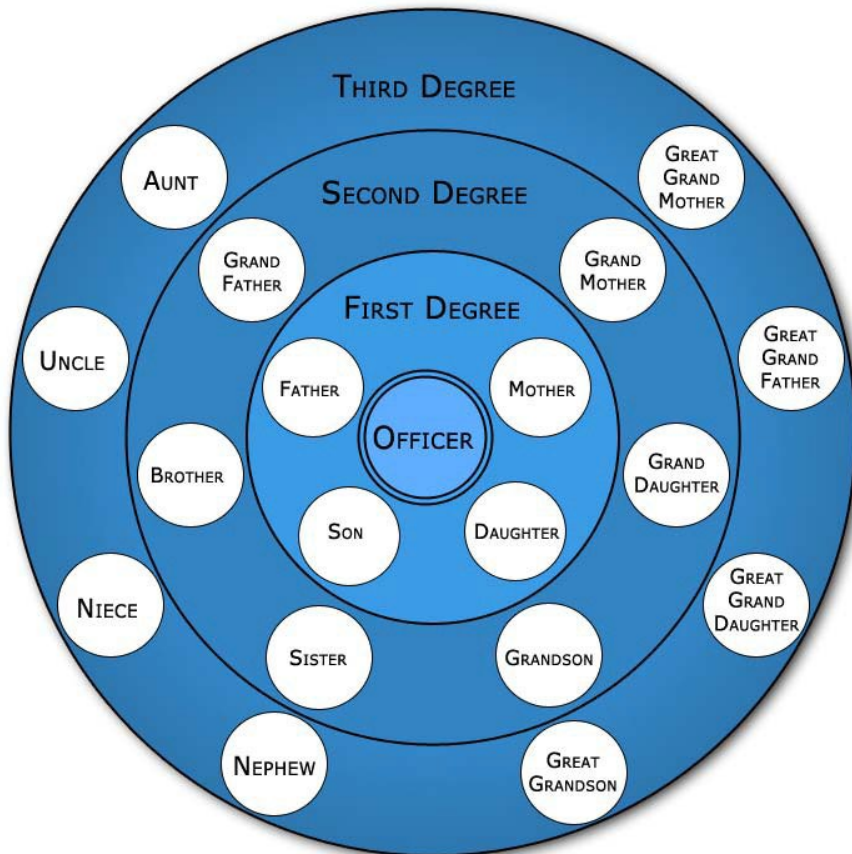
EXHIBIT "G"  
NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by Marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



**AFFINITY KINSHIP**  
Relationship by Marriage



**CONSANGUINITY KINSHIP**  
Relationship by Blood



**2-G      CONSIDERATION AND APPROVAL OF THE AMENDED CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY'S TOLL POLICIES BUSINESS  
RULES**





**TO:** Board of Directors  
**FROM:** Pete Sepulveda, Jr. *PSJ*  
**DATE:** October 26, 2023  
**SUBJ:** Item 2-G Consideration and Approval of the Amended Cameron County Regional Mobility Authority's Toll Policies Business Rules

---

On August 16, 2023, CCRMA staff held a meeting with Back Office System (BOS) vendor ViaPlus to discuss the Optical Character Recognition (OCR) engine performance.

The OCR engine reads and recognizes license plates at the lane reducing manual image review. ViaPlus was monitoring the existing engine and noted that it was no longer functioning as required by the confidence levels in the existing Business Rules. As a result, ViaPlus updated the engine, performed testing, and is recommending the confidence level requirement that is set forth in the current Business Rules be lowered, allowing for more images to be processed at the lane side.

CCRMA staff is recommending the amendment to the Business Rules to reduce the confidence level thereby allowing more license plates to be processed at the lane and in turn reducing manual image review.



## 2.7 CCRMA IMAGE PROCESSING BUSINESS RULES

Table 14: Image Processing Business Rules

ID	Rule
BREQ-54	The first image review within the IPS shall be by Optical Character Recognition (OCR) software.
BREQ-55	[>60%] OCR confidence value required to bypass manual image review.
BREQ-56	[30% to 60%] OCR confidence value required for one manual review.
BREQ-57	A second manual review will be required if the first human review and OCR plate value are not the same.
BREQ-58	[<30%] OCR confidence value required for a double-blind manual review.
BREQ-59	A third manual review will be required if the first and second double-blind manual review plate values are not the same.
BREQ-60	All images entering the manual Image Review process may be reviewed and validated by a human reviewer, unless constraints mandate a code off (e.g., image too long in image review, maximum number of reviews reached).
BREQ-61	Maximum number of time an image requires a manual review, before Code Off: <b>[4]</b>
BREQ-62	Maximum number of days an image should be in the IPS, before code off: <b>[20]</b> (Operational requirement)
BREQ-63	The manual image review process may require a double-blind human review.
BREQ-64	Minimum number of times an image may be manually reviewed, before Code Off: <b>[3]</b>
BREQ-65	Number of times an image review must match to OCR results and/or a previous human review, before the review is accepted: <b>[1]</b>
BREQ-66	At any time prior to code off a user with proper IPS permissions (e.g., supervisor) may override previous image review(s) and the review will be accepted.
BREQ-67	A human reviewer may flag an image for review by a user with specific permissions (e.g., supervisor).
BREQ-68	For any image that is not readable, the human reviewer may reject an image with an appropriate Code Off reason. Code Off reasons represent a terminal state.
BREQ-69	The IPS will not be able to automatically “code off” any transaction.
BREQ-70	After Image Review, rejected images (a.k.a. “code offs”) shall not be pursued further.
BREQ-71	Equipment Image “Code Off” reasons allowed during human image review: <ul style="list-style-type: none"> <li>- Camera Issue</li> <li>- Image Quality</li> </ul>
BREQ-72	Vehicle Image “Code Off” reasons allowed during human image review: <ul style="list-style-type: none"> <li>- Exempt Vehicle</li> <li>- Temp Plate</li> <li>- Unreadable plate</li> <li>- Out of Country</li> </ul>

BR Updated

BR Updated

BR Updated





**VIAPLUS**  
by VINCI HIGHWAYS

# CCRMA OCR UPDATES

TERA MONTGOMERY | AUGUST 2023



# Agenda

---

01

OCR Process  
Explained

02

Review Testing  
Results

03

Implementation  
Plan



# 01

## OCR PROCESS EXPLAINED

---

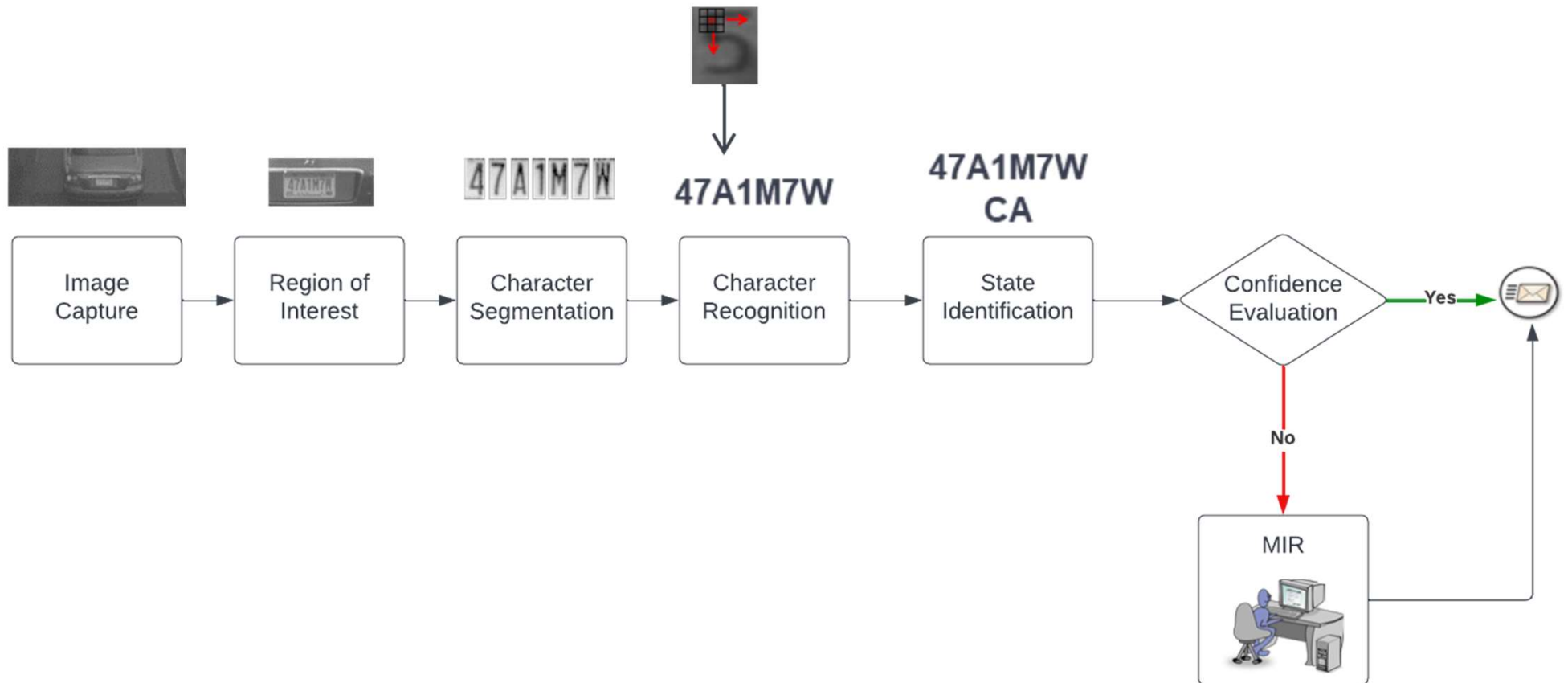
High Level Review of the process,  
components and definitions





# OCR PROCESS EXPLAINED

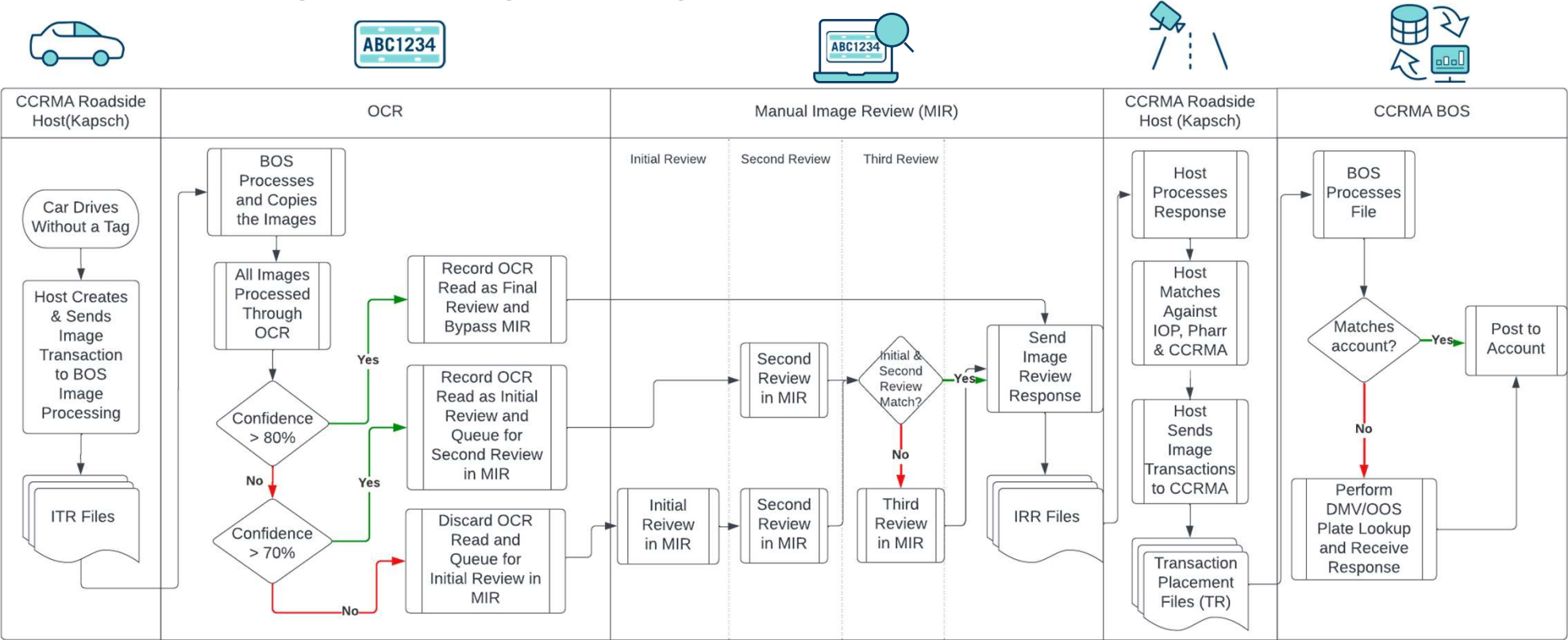
## OCR Engine Flow Diagram





# OCR PROCESS EXPLAINED

## Current BOS Image Processing Flow Diagram





# OCR PROCESS EXPLAINED

## Definitions

- Optical Character Recognition (OCR) – the process to scan the image and determine the characters and their order within. The result is the License Plate Number, State of Jurisdiction and the Confidence level.
- OCR Accuracy – Percentage of transactions where the plate number and jurisdiction were read correctly by the OCR engine.
- OCR Automation Rate – Percentage of transactions that were read automatically, no manual reviews required.
- Confidence - The confidence level represents the certainty in the accuracy of the result. The estimated confidence level of each result is calculated within a range of 0 to 1000. Higher confidence level means a more reliable result. It is important to note that even if the confidence level is low, the result can be correct.



# 02

## REVIEW TESTING RESULTS

---

Test plan, results of execution, details of misreads





# REVIEW TESTING RESULTS

## Test Plan

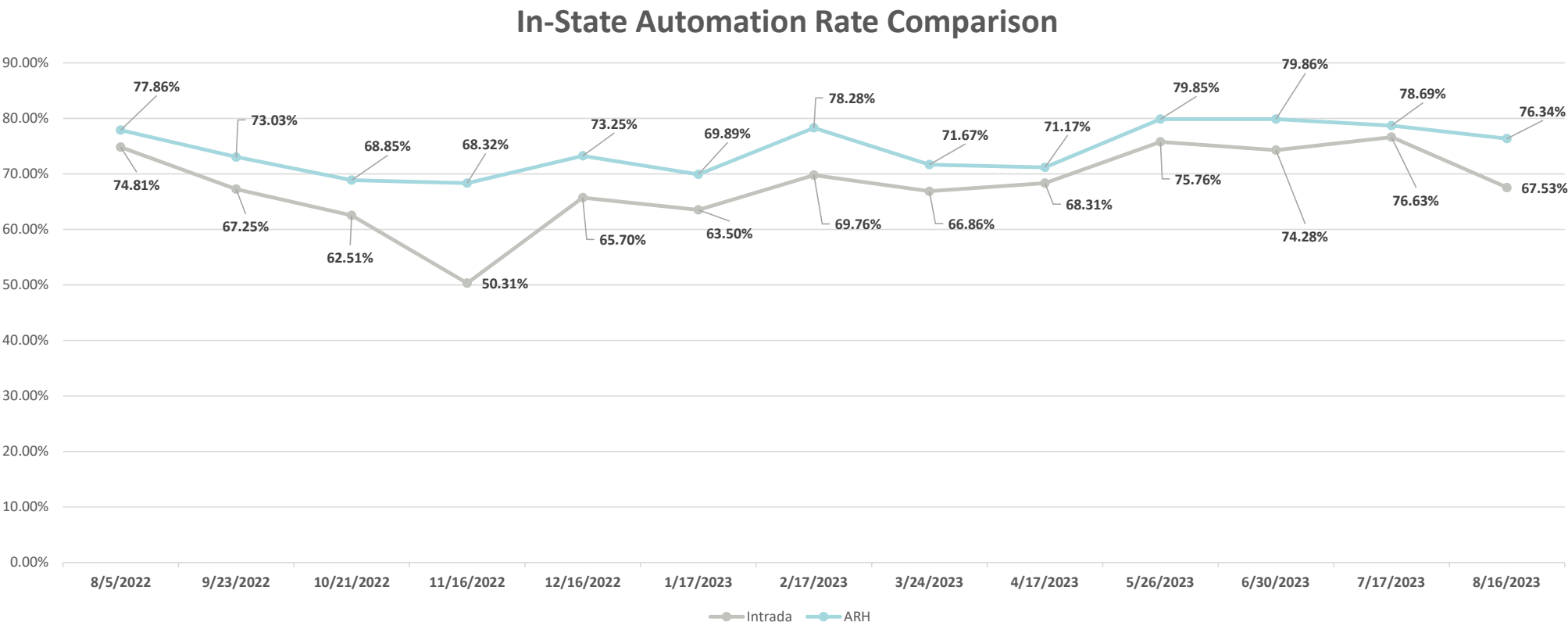
### Verified against past image review results

1. Date Selection: 12 days worth of transactions/images were used in testing. The highest volume date from each month over the last 12 months was pulled into the test environment.
2. ARH engine processed the images, giving the License plate number, jurisdiction and the confidence score.
3. The team manually reviewed any mismatches from the final production results.



# REVIEW TESTING RESULTS

Execution Results – 12 dates tested – In-State

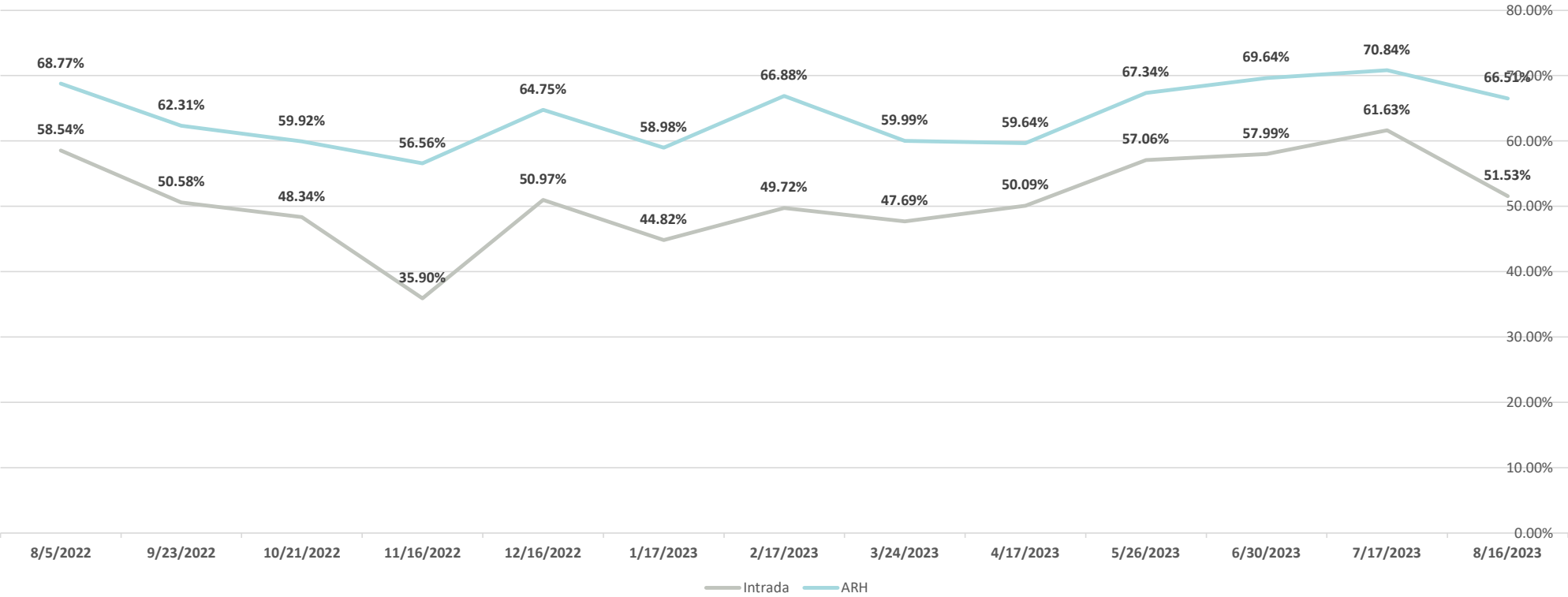




# REVIEW TESTING RESULTS

Execution Results – 12 dates tested – Overall

Overall Automation Rate Comparison





# REVIEW TESTING RESULTS

Execution Results – June 23, 2023

- Overall Results:

	Count	Percentage
Total Transactions	10,435	
Intrada Automation	6,308	60.45%
ARH Automation	7,401	70.92%
ARH Error	40	0.54%
ARH Accuracy	7,361	99.46%



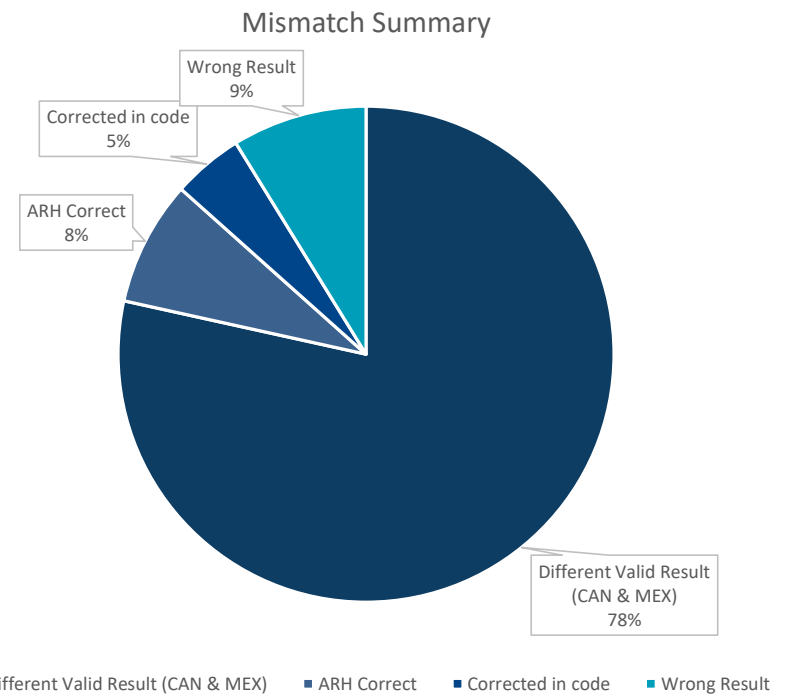


# REVIEW TESTING RESULTS

## Execution Results – June 23, 2023

- Mismatches Total: 455
- Team manually reviewed all of the mismatches and found them to be caused by multiple reasons:

Reason	Count
Different Valid Result (CAN & MEX)	357
ARH Correct	37
Corrected in code	21
Wrong Result	40
<b>Total</b>	<b>455</b>

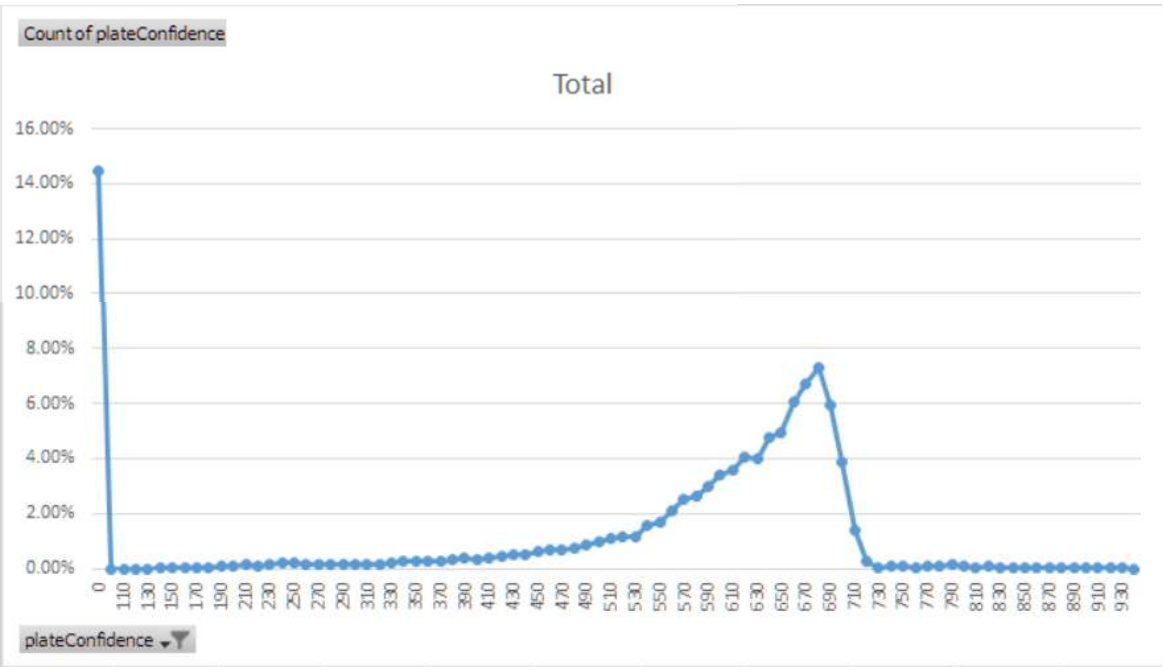




# REVIEW TESTING RESULTS

Execution Results – June 23, 2023

- Distribution of Results by Confidence





# 03

## IMPLEMENTATION PLAN

---

Review the steps to implement and considerations for release



# IMPLEMENTATION PLAN

## Release Plan & Roll back plan

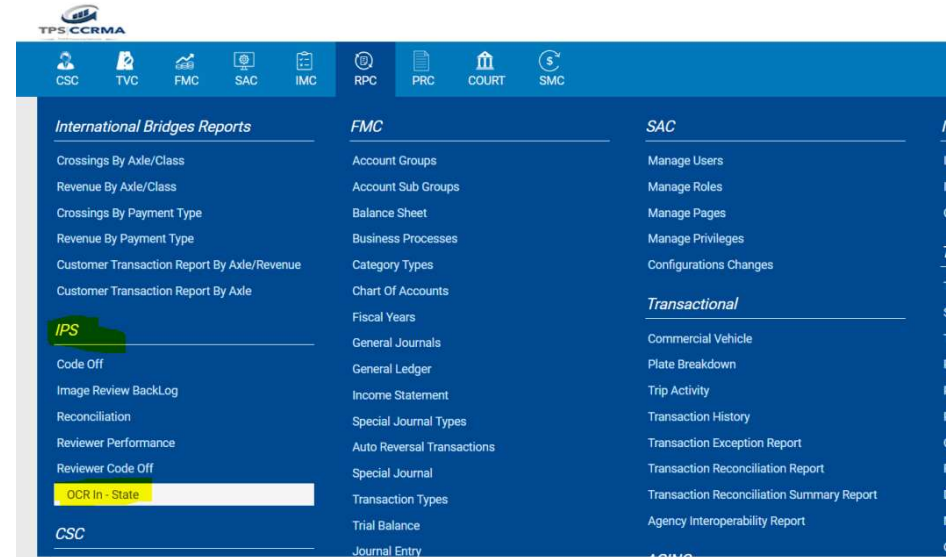
- Regular software release
- Recommended to schedule on Friday, Sept. 1st to allow for monitoring over the weekend
- Rollback to the Qfree/Intrada engine, if needed



# IMPLEMENTATION PLAN

## Post Release Monitoring

- Monitoring Accuracy After Release:
  - BOS Monitoring team will provide following ad hoc reports:
    - OCR Accuracy: In-State, Out-of-State
    - OCR Automation: In-State, Out-of-State
  - Manual Validations:
    - Sample transactions in different confidence levels for manual review
      - 600+, 700+, 800+, 900+
- CCRMA can run the OCR In-State Report in BOS as needed. Note: While the report is titled OCR In-State, Out Of State Information is provided in the "Non-TX" labeled columns as shown in the screenshot below.



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	OCR In - State																		
2	For the Time Period From 4/1/2023 To 5/31/2023																		
3	Report Name	Report Period	Total Transactions	Total-Auto Read	Total-Auto Read %	Total-Tx	TX-Auto Read	TX - Auto Read%	Total-Non-TX	Non-TX-Auto Read	Non-TX Auto Raed %	Total Disputes (Manual+OCR)	OCR Disputes	OCR Automation Accuracy	In State OCR %	OCR Error %			
4	OCR In- State	Report from 2023-04-01 to 2023-05-30	4718	2578	54.64	2596	2576	99.22	2122	2	0.09	0	0	100.00	99.22	0.00			
5																			
6																			
7																			



# IMPLEMENTATION PLAN

## Experience from Other Texas Projects

- Making the switch on another Texas project:
  - Old Intrada
    - Confidence level setting: 850
    - Accuracy: above 99%
    - Automation Rate: 68%
  - New ARH
    - Confidence level setting: 600
    - Accuracy: 99.9%
    - Automation: 75%



## IMPLEMENTATION PLAN

### Release Considerations

- The team recommends the following Business Rule changes:
  - BREQ-55: **>60%** confidence value required to bypass manual image review
  - BREQ-56: **30% to 60%** required for one manual review
  - BREQ-58: **<30%** confidence requires a double blind manual review

## 2.7 CCRMA IMAGE PROCESSING BUSINESS RULES

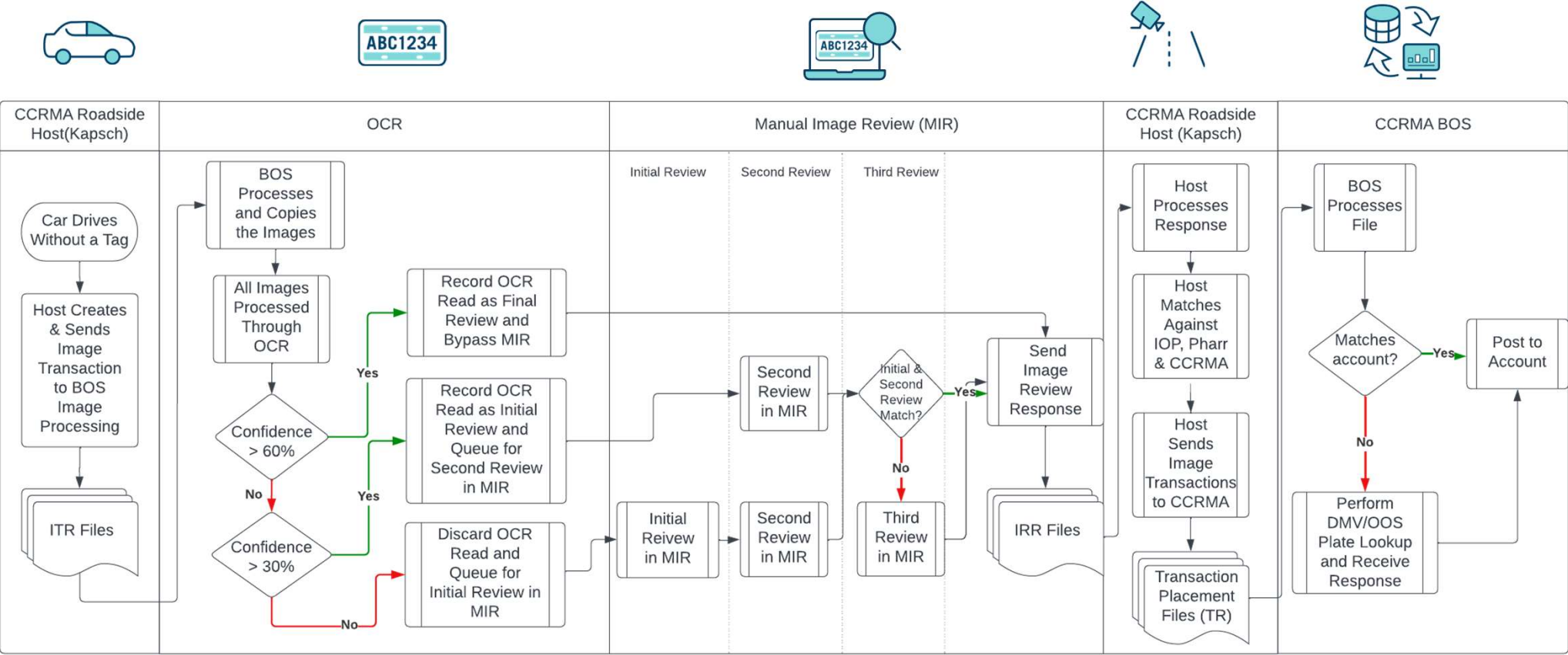
Table 14: Image Processing Business Rules

ID	Rule
BREQ-54	The first image review within the IPS shall be by Optical Character Recognition (OCR) software.
BREQ-55	<b>[&gt;95%]</b> OCR confidence value required to bypass manual image review.
BREQ-56	<b>[85% to 95%]</b> OCR confidence value required for one manual review.
BREQ-57	A second manual review will be required if the first human review and OCR plate value are not the same.
BREQ-58	<b>[&lt;70%]</b> OCR confidence value required for a double-blind manual review.
BREQ-59	A third manual review will be required if the first and second double-blind manual review plate values are not the same.
BREQ-60	All images entering the manual Image Review process may be reviewed and validated by a human reviewer, unless constraints mandate a code off (e.g., image too long in image review, maximum number of reviews reached).
BREQ-61	Maximum number of <u>time</u> an image requires a manual review, before Code Off: <b>[4]</b>
BREQ-62	Maximum number of days an image should be in the IPS, before code off: <b>[20]</b> (Operational requirement)
BREQ-63	The manual image review process may require a double-blind human review.
BREQ-64	Minimum number of times an image may be manually reviewed, before Code Off: <b>[3]</b>
BREQ-65	Number of times an image review must match to OCR results and/or a previous human review, before the review is accepted: <b>[1]</b>



# IMPLEMENTATION PLAN

## Proposed BOS Image Processing Flow Diagram





**VIAPLUS**  
by VINCI HIGHWAYS

**THANK YOU.**

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





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



## **PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, pursuant to a qualifications-based selections process consistent with the Authority's "Policies and Procedures Governing Procurements of Goods and Services," the Cameron County Regional Mobility Authority (the "Authority") entered into that certain Professional Services for the On-Call Transportation Engineering Services with JWH & Associates, Inc. (the "Engineer") to provide on-call engineering services for the Authority; and,

WHEREAS, the Authority needs the Engineer to provide engineering services provided to the Authority for the development of a Presidential Permit for the Proposed Pedestrian Bridges at Gateway International Bridge and as further described on **Exhibit 1** attached hereto and incorporated by reference (the "Project"); and,

WHEREAS, the Project is funded entirely by local funds pursuant to interlocal agreements between the Authority and Cameron County, Texas; and,

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

WHEREAS, this Professional Services Agreement (the "Agreement") between the Authority and the Engineer is hereby entered into and agreed to as of the 26th day of October 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 JWH & Associates, Inc.
- 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 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 engineering services provided to the Authority for the development of a Presidential Permit for the Proposed Pedestrian Bridges at Gateway International Bridge.
- 1.6 Provision of All Things Required.** Anything that may be required, implied or inferred by the Agreement, shall be provided by the Engineer for the Compensation.
- 1.7 Privity only with the Engineer.** Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Authority and any person except the Engineer and the Engineer's permitted successors and assigns.
- 1.8 “Include” Intended to be Encompassing.** “Include”, “includes”, or “including”, as used in the Agreement, shall be deemed in all cases to be followed by the phrase, “without limitation.”
- 1.9 Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.10 Definition of Material Breaches not Exhaustive.** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the Agreement.
- 2.0 Engineer’s Representations.** In order to induce the Authority to execute this Agreement and recognizing that the Authority is relying thereon, the Engineer, by executing this Agreement, and without superseding, limiting, or restricting any other representation or warranty set forth elsewhere in this Agreement, or implied by operation of law, makes the following express representations to the Authority:
- 2.1** The Engineer is fully qualified to perform the Services.
- 2.2** The Engineer shall maintain all necessary licenses or other authorizations necessary for the Services until the Engineer’s duties under this Agreement have been fully satisfied.
- 2.3** The Engineer has the expertise, experience, and knowledge as well as the necessary team, personnel, and financial capability to perform the Services in accordance with the terms of this Agreement.
- 2.4** Prior to the execution of this Agreement, the Engineer has become familiar with the Project and the Services required by this Agreement as well as has reviewed the



Authority's concerns, if any, and the Engineer accepts the foregoing in entering into this Agreement.

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

### **3.0 Compensation.**

- 3.1** The total not-to-exceed (NTE) value of the Agreement is the amount of **ONE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FORTY-THREE AND NO/100 DOLLARS (\$157,143.00)** 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** Subject to section 3.1, the Authority and the Engineer shall otherwise comply with the compensation and billing requirements described in the Master Agreement except that, to the extent that such requirements do not apply to a not-to-exceed agreement or to the use of local funds, such requirements shall not apply to this Agreement.
- 3.3** Notwithstanding any other provision of this Agreement, the Authority shall only be obligated to issue payment under this Agreement to the extent local funds are available.

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

- 4.1** The Authority shall review any documents submitted by the Engineer requiring the Authority's decision, and shall render any required decisions pertaining thereto.
- 4.2** The Authority shall provide the Engineer with such information, existing and reasonably available, or necessary to the Engineer's performance of the Agreement as the Engineer may request.
- 4.3** The Authority's agreement not to exercise, or its delay or failure to exercise, any right under the Agreement or to require strict compliance with any obligation of the Engineer under the Agreement shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
- 4.4 Right to Audit.** The Authority shall be entitled to rely upon the accuracy and completeness of the information furnished by the Engineer in connection with its



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

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

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



**5.7** The Engineer shall comply with any other requirements of the Master Agreement applicable to this Agreement.

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

**6.1** All notices, invoices, or reports shall be delivered to the Authority and to the Engineer in accordance with the notice provisions of the Master Agreement.

**7.0 Additional Considerations.**

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

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

**7.3 Official, Agent and Employees of the Authority Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any Director, officer, employee, or agent of the Authority in any way be personally liable or responsible for any covenant or agreement herein contained, whether either expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

**7.4 Subcontractors/Subconsultants.** Unless otherwise authorizing in writing by the Authority, the Engineer may not use any subcontractors or subconsultants to accomplish any portion of the Services without obtaining the prior written permission of the Authority. Moreover, by signing the Agreement, the Engineer is certifying to the Authority that the Engineer shall not enter into any subcontract with a subcontractor or a subconsultant that is debarred or suspended by the Texas Department of Transportation or any federal agency. By entering this Agreement, the Authority provides its written permission for the Engineer to use the services of the subcontractors or subconsultants listed on **Exhibit 3** attached hereto and incorporated by reference. Notwithstanding the foregoing, in no way does the Authority providing written permission to the Engineer to use the services of a subcontractor or subconsultant waive the Authority's governmental immunity or make such subcontractor or subconsultant a third party beneficiary to this Agreement.

**7.5 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and



other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

- 7.6 Independent Contractor.** The Engineer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 7.7 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 7.8 Time of the Essence.** Time is of the essence under this Agreement as to each provision in which time of performance is a factor.
- 7.9 Limitation of Liability.** IN NO EVENT SHALL THE AUTHORITY BE LIABLE TO THE ENGINEER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- 7.10 Indemnification.**
- 7.10.1** THE ENGINEER RELEASES THE AUTHORITY FROM AND AGREES TO INDEMNIFY, DEFEND, AND HOLD THE AUTHORITY (AND ITS OFFICERS, EMPLOYEES, AND AGENTS) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, SUITS, ACTIONS, DECREES, JUDGMENTS, ATTORNEY'S FEES, COURT COSTS, AND OTHER EXPENSES OF ANY KIND OR CHARACTER FOR DEFENDING THE CLAIMS AND DEMANDS, WHICH ARE CAUSED BY, ARISE OUT OF, OR OCCUR DUE TO ANY FAILURE OF THE ENGINEER TO PERFORM THE OBLIGATIONS REQUIRED BY THE AGREEMENT AS WELL AS FEDERAL, TEXAS, OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO CLAIMS OR DEMANDS BASED ON THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER ACTIONS OR INACTIONS OF THE ENGINEER, OR THE ENGINEER'S AGENTS, EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR OTHER THIRD PARTIES. THE ENGINEER HEREBY WAIVES ANY RIGHT TO DEFEND AGAINST THE ENFORCEABILITY OF THIS INDEMNIFICATION PROVISION AND EXPRESSLY AGREES THAT THIS PROVISION MEETS ALL LEGAL REQUIREMENTS AND IS LEGALLY ENFORCEABLE AGAINST THE ENGINEER.



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

- 7.11 Rights in Data (Ownership and Proprietary Interest).** The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive



possession of all information, materials, and documents discovered or produced by the Engineer pursuant to the terms of the Agreement, including but not limited to, videos, reports, or other documents or information concerning the Agreement.

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

## **8.0 Exhibits.**

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

**8.1.1 Exhibit 1.** Proposal from JWH & Associates, Inc.

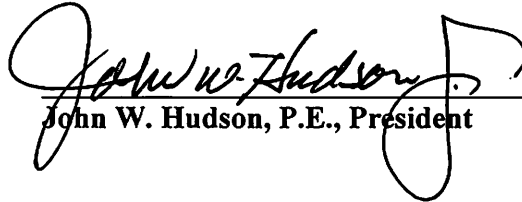
**8.1.2 Exhibit 2.** Professional Services Agreement for On-Call Transportation Engineering Services with JWH & Associates, Inc. A true and correct copy of the foregoing may be found at the Authority's office and is incorporated by reference as if fully set forth herein.

- 8.2** To the extent that any provisions of this Agreement conflict with the provisions of the Exhibits, the more specific provision shall control except that, notwithstanding the foregoing, to the extent that any provision of this Agreement conflicts with a provision of **Exhibit 1**, this Agreement shall control. In the event that any provisions of the Exhibits themselves conflict with each other, **Exhibit 1** shall control. Notwithstanding the foregoing, the provisions of Exhibits applicable to the use of State or Federal funds shall not apply to this Agreement.



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.

**JWH & Associates, Inc.**

By:   
John W. Hudson, P.E., President

Date: 11-1-2023

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Frank Parker, Jr., Chairman

Date: 10-26-23



**EXHIBIT 1 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND  
JWH & ASSOCIATES, INC.**

Proposal from JWH & Associates, Inc.



## **Scope of Services for the development of a Presidential Permit for the Proposed Pedestrian Bridges at Gateway International Bridge**

**Date: September 15, 2023**

- I. Define general scope of Project
- II. Existing International Bridges in Cameron County
- III. Statutory Authority- Ownership of Gateway Bridge and its Presidential Permit
- IV. Cameron County General Description
  - A. Economic Profile
  - B. Employment statistics
  - C. Retail Trade
  - D. Border Manufacturing Plants
  - E. International Transportation
  - F. Agricultural
  - G. Tourism/Recreation
  - H. County Revenues/Expenses
- V. International Bridge System
  - A. Pedestrian Traffic History
  - B. Revenue History
  - C. Capacities
  - D. Planned federal projects for expansion/upgrading
    1. Gateway Bridge
    2. Veterans Bridge-existing construction Underway
  - E. B & M Bridge- A private ownership
- VI. Proposed Project- Detail of facilities
  - A. Location
  - B. Land Area ownership
  - C. Pedestrian facilities
  - D. Proposed pedestrian bridge alternatives
  - E. Coordination with IBWC
  - F. Schematic design of existing and proposed pedestrian bridge
  - G. Proposed General Services Administration facilities for pedestrian inspections
  - H. Proposed TRIZ, City of Brownsville and Cameron County
  - I. IBWC Levee System and proposed modifications
  - J. Federal Security Fence- "Border Wall"
  - K. Proposed Mexican Project
- VII. Justification
  - A. Introduction
  - B. National Interest
  - C. Pedestrian Safety
  - D. Conclusion
- VIII. Traffic Information



- A. JWH traffic projections
  - B. Jacob's traffic and pedestrian projects
- IX. Construction Plan and Financing
  - A. Project cost
  - B. Federal Facilities
  - C. County Facilities
  - D. Financing
  - E. Funding Sources
  - F. Schedule
- X. Coordination with Mexico
  - A. Support from Matamoros
  - B. Support from State of Tamaulipas
  - C. Support from SCT
- XI. Support from U.S. Agencies/Approvals
- XII. Protected Areas/Historical Survey
- XIII. Environmental (preliminary scoping at this time)
  - A. Coordination with USFWS and Tx. PWS
- XIV. State of Texas Bridge Permit- Define when needed



**EXHIBIT A (Tab 2)**

**Project Cost Estimate**

Scope Proposal by J W H & Assoc., Inc

Project:

Development of Presidential Permit for a New Pedestrian Bridge at Gateway

Cameron County

Client:

Cameron County Regional Mobility Authority

Cost Estimate for Scope of Services

Date: October 1, 2023

Time Period: 6 months	Principal	Engr. Asst.	CADD	Bridge Consultant	Asst.	subcontract	Total Man hours	Total cost	Task Cost
Hourly Rate	\$150.00	\$125.00	\$100.00	\$200.00	\$65.00				
	Man hours	Man hours	Man hours	Man hours	Man hours				
<b>Task 1: Identifying Information</b>								\$	\$ 33,920.00
Define pedestrian bridge alternatives	16					\$12,000	16	\$ 16,000.00	
Coordinate with Tx DOT for Permit requirement	8						8	\$ 2,000.00	
Coordinate with U.S. DOS for Permit requirement	16						16	\$ 4,000.00	
Coordinate with Mexico for initial conceptual design and access	16						16	\$ 4,000.00	
Field trip inspection of potential bridge site landing	8			8			16	\$ 3,600.00	
Provide summary report of initial findings	8	8	8		8		32	\$ 4,320.00	
<b>Task 2: Description of Gateway Bridge Facility</b>									\$ 10,320.00
Describe existing bridges	6						6	\$ 1,000.00	
Describe existing pedestrian inspection facilities	6						6	\$ 1,000.00	
Proposed Gateway General Services Administration facility	4						4	\$ 1,000.00	
Describe proposed pedestrian flow and vehicle conflicts	8						8	\$ 2,000.00	
Provide summary report of initial findings	8	8	8		8		32	\$ 4,320.00	
<b>Task 3: Construction Plan</b>									\$ 22,220.00
Pedestrian Bridge alternatives	16			24			40	\$ 8,000.00	
Define landing areas for bridge/bridges	8			8			16	\$ 3,000.00	
Coordinate with C B P for facility inspection	8						8	\$ 1,500.00	
Coordinate with IBWC for river flow analysis	8						8	\$ 2,000.00	
Interface and coordination with TRIZ projects & inspection station	8						8	\$ 2,000.00	
Provide summary report of initial findings	8	8	8		8		32	\$ 4,320.00	
<b>Task 4: Traffic Information</b>									\$ 10,320.00
Vehicle traffic Volumes- history	8						8	\$ 2,000.00	
Pedestrian Volumes- history	8						8	\$ 2,000.00	
Future traffic and pedestrian volumes	8						8	\$ 2,000.00	
Provide summary report of initial findings	8	8	8		8		32	\$ 4,320.00	
<b>Task 5: Financing</b>									\$ 18,920.00
Existing Cameron County bridge revenues and history	8						8	\$ 2,000.00	
Existing bonds for the bridge system	4						4	\$ 1,000.00	
Estimated cost of project	10			8			18	\$ 4,100.00	
Proposed financing plan	8						8	\$ 2,000.00	
Pedestrian toll history and proposed toll structure	4						4	\$ 1,000.00	
Cameron County Financial background	6						6	\$ 1,000.00	
Cameron County population projections	6						6	\$ 1,000.00	
Description of major Cameron County international projects	6						6	\$ 1,500.00	
Provide summary report of initial findings	8	8	8		8		32	\$ 4,320.00	
<b>Task 6: Protected Areas</b>									\$ 14,520.00
List historical properties eligible to protect on National Register						\$3,500	0	\$ 3,500.00	
Evaluate endangered species impacted						\$2,500	0	\$ 2,500.00	
Coordination with United States Fish and Wildlife Service						\$2,500	0	\$ 2,500.00	
Coordination with State Parks and Wildlife						\$2,500	0	\$ 2,500.00	
Provide summary report of initial findings	8	8			8		24	\$ 3,520.00	
<b>Task 7: Foreign Policy Interest</b>									\$ 4,000.00
Statements from Mexico's agencies Local, state, and federal	8						8	\$ 2,000.00	
Statements from U.S. agencies local, state, and federal	8						8	\$ 2,000.00	
<b>Task 8: Permits required</b>									\$ 6,000.00
IBWC-describe coordination and license requirement	8						8	\$ 2,000.00	
Tx DOT	4						4	\$ 1,000.00	
DOT- Federal Highway Administration	4						4	\$ 1,000.00	
U.S. Coast Guard Permit	4						4	\$ 1,000.00	
U. S. DOS Presidential Permit	4						4	\$ 1,000.00	
<b>Task 9: Mexico government Approvals</b>									\$ 8,000.00
Coordinate with the City of Matamoros	8						8	\$ 2,000.00	
Coordinate with the State of Tamaulipas	8						8	\$ 2,000.00	
Coordinate with the Federal Governmental agencies	8						8	\$ 2,000.00	
<b>Task 10: Presentations and Report submission</b>									\$ 19,440.00
Development of the Power point presentation	16	8	8		8		40	\$ 6,320.00	
Development of the application to the U.S. Department of State	36	16	16		8		76	\$ 13,120.00	
<b>Total</b>	<b>374</b>	<b>72</b>	<b>64</b>	<b>48</b>	<b>64</b>	<b>\$23,000</b>	<b>0</b>	<b>\$145,660.00</b>	<b>\$ 145,660.00</b>

Expenses	Unit	No.	Unit	Total
	Cost			
Mileage	\$0.66	4800	miles	\$3,144.00
Per diem (meals)	\$40.00	8	Days	\$480.00
Postage	\$100.00	1	Lump sum	\$100.00
Airfare to Harlingen	\$500.00	1	Rd. trip	\$500.00
Parking	\$40.00	2	Days	\$80.00
Rent car	\$85.00	2	Days	\$170.00
Lodging	\$125.00	8	Days	\$1,000.00
Rent car fuel	\$40.00	1	Each	\$40.00
Printing/reproductions	\$500.00	1	Lump sum	\$500.00
Special Trips- See Tab 2	\$5,469.00	1	Tab 2	\$5,469.00
<b>Total Expense cost</b>				<b>\$11,483.00</b>

**Total Project Cost Estimate \$157,143.00**



### Anticipated Trips Required for Coordination of Presidential Permit Application

[illegible]



**EXHIBIT 2 TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND  
JWH & ASSOCIATES, INC.**

Professional Services Agreement for On-Call Transportation Engineering Services with JWH &  
Associates, Inc.



# +JWH & Associates, Inc.

---

3014 Fairway Drive Sugar Land, Texas 77478  
956.793.3870 Cell Phone [jhudson8@comcast.net](mailto:jhudson8@comcast.net) Email

January 10, 2020

Mr. Pete Sepulveda, Jr.  
Executive Director  
Cameron County Regional Mobility Authority  
Rancho Viejo, Texas

**Re: Professional Services for the On-Call Transportation Engineering Services**

Dear Mr. Sepulveda,

The following scope of services are proposed to be provided by JWH & Associates, Inc. (ENGINEER) to the Cameron County Regional Mobility Authority (OWNER) as an "On Call Agreement" for providing special technical consulting services on major projects such as expansion of International Bridges; East Loop planning, right of way and design issues relating to the IBWC levee relocation, planned or underway, West Parkway Roadway and Bike Route engineering background issues; hereafter defined as the PROJECT.

**SCOPE OF SERVICES**

The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated. Conditions for which professional services will be furnished under this contract shall be limited to the PROJECT, unless expanded in the manner set forth herein. The PROJECT is defined as "On Call Services" to relating to the PROJECT as requested by the OWNER. The



ENGINEER shall render services necessary for development of the PROJECT as follows ("BASIC SERVICES"):

### **BASIC SERVICES**

1. Upon request from the OWNER provide consultation services "On-Call" services relating to pending issues relating to the PROJECT.
2. Attend meetings, as requested by the OWNER, for the coordination of above defined issues.
3. Provide traffic studies to evaluate projects existing or planned.
4. Provide report of finding for each project.

### **SPECIAL ENGINEERING SERVICES**

The professional transportation engineering services set forth below as SPECIAL SERVICES. It is recognized that the elements of such "project" issues cannot be accurately predetermined or controlled entirely by the ENGINEER. The ENGINEER will furnish SPECIAL SERVICES only when authorized by the OWNER

- A. Attend meetings with the various governmental agencies, contractors, property owners, or engineer as requested by the OWNER.
- B. Meetings with various agencies involved in the approval process for the project.
- C. Request for services beyond the scope as defined above.

### **COMPENSATION TO ENGINEER**

Payment for services and the allocation of these payments shall be hourly as set forth on Exhibit A.

- A. All payments for services to the ENGINEER shall be made to JWH and ASSOCIATES, INC. as payee.



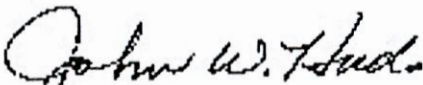
B. All invoices for payments shall be due and payable 30 days after OWNER receives such invoice ("DUE DATE").

C. Expenses will be invoiced on an actual cost basis and will be included on the monthly statement of services and expenses in accordance to those rates on Exhibit A.

Each invoice shall reflect the hours of service, scope of such services and expenses for that month. Time sheets shall be included with each invoice.

Please review this proposed action and advise me should you have any changes.

Sincerely yours,



John W. Hudson, Jr. P. E.  
President

Approved

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: 

Title: 

Date: 2-21-20



## **Exhibit A**

### **JWH and Associates, Inc. Billing Rate Table**

#### **Staff**

<b>Classifications</b>	<b>Billing Rate</b>
<b>Principal</b>	<b>\$250.00</b>
<b>Senior Associate</b>	<b>\$150.00</b>
<b>Associate</b>	<b>\$100.00</b>
<b>CADD Technician</b>	<b>\$75.00</b>
<b>Assistant</b>	<b>\$50.00</b>

#### **Reimbursable Expenses Billing Rate**

<b>Parking</b>	<b>Actual cost</b>
<b>Printing</b>	<b>Actual cost</b>
<b>Mileage</b>	<b>0.50</b>
<b>Airfare</b>	<b>Actual cost</b>
<b>Rent Car</b>	<b>Actual cost</b>
<b>Lodging</b>	<b>Actual cost</b>
<b>Means (per diem)</b>	<b>\$50.00/day</b>
<b>Subcontract services</b>	<b>Cost + 10%</b>



**2-I      DISCUSSION AND POSSIBLE ACTION REGARDING THE FM 509 PROJECT  
FROM FM 508 TO FM 1599**





U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Texas Division**

September 8, 2023

300 E. 8<sup>th</sup> Street, Rm 826  
Austin TX 78701  
512-536-5900  
512-536-5990  
Texas.fhwa@dot.gov

In Reply Refer To:  
HDA-TX

Mr. Humberto "Tito" Gonzales Jr.  
Director, Transportation Planning and  
Programming Division  
Texas Department of Transportation  
125 East 11<sup>th</sup> Street,  
Austin, TX 78701-2483

Attn: Robert Ramirez

Dear Mr. Gonzales:

We have reviewed the Texas Department of Transportation's (TxDOT's) request to modify the Functional classification for FM 509 and FM1599 in Cameron County. The State reviewed these changes with the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). The proposed changes include adding new roadways to extend the existing collector system. FHWA has determined that the proposed changes are not supported by the current Functional Classification guidance and principles.

If you have any questions, please contact Ms. Genevieve Bales at [Genevieve.Bales@dot.gov](mailto:Genevieve.Bales@dot.gov) or 512-536-5941.

Sincerely yours,

Michael T. Leary,  
Planning and Programming Director

cc:

Norma Y. Garza, P.E., TxDOT Pharr, TPD Director, TxDOT  
Casey Wells, TxDOT TPP, Systems Planning Section Director, TxDOT



**2-J      CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 6 WITH  
SPAUGLASS FOR THE VETERAN'S BRIDGE AT LOS TOMATES  
DONATION ACCEPTANCE PROGRAM PROJECT.**





## CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 06

1. CONTRACTOR: SpawGlass Contractors
2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_
3. Type of Change (on federal-aid non-exempt projects): **MINOR** (Major/Minor)
4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Owner Change Order #006 - ASI-02 R1 consists of interior modifications to the Headhouse that affects MEP, technology and interior finishes.

CCSJ:	0921-06-313
Project:	Veteran's POV Expansion
Highway:	Los Tomates POE
County:	Cameron
District:	Pharr
Contract Number:	2022-VETS-1

5. New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_
- Each signatory hereby warrants that each has the authority to execute this Change Order.

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit, or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.	<b>The following information must be provided</b> Time Ext #: <u>0</u> Days added on this C.O.: <u>0</u> Amt. added by this change order: <u>\$97,497.69</u> <b>For TxDOT use only:</b> Days participating: _____ Amount participating: _____ Signature: _____ Date: _____ Name/Title: _____
<b>THE CONTRACTOR</b> By <u>Carla Cadengo</u> Date: _____ Typed/Printed Name <u>Carolina Cadengo</u> Typed/Printed Title <u>Project Manager</u>	

### RECOMMENDED FOR EXECUTION:

<u>Frank Parker, Jr.</u> Name/Title <u>Frank Parker, Jr., Chairman</u> Date <u>10/25/23</u> <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	<u>Bull Witte, PE</u> Name/Title _____ Date _____ <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL
_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL	_____ Name/Title _____ Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL

Engineer's Seal:





October 11, 2023

Phillip J. Pawelek, Project Manager  
RRP Consulting Engineers  
5408 N. 10<sup>th</sup> St.,  
McAllen, Texas 78504

Project #: CSJ-0921-06-313  
Project Name: Veteran's International Bridge Project – POV Expansion  
RE: ASI 02 Changes in Scope and Design

Dear Phillip,

We have completed our proposal for the Veteran's International Bridge Project POV Expansion for design and scope changes. This proposal includes all additional scope of work that has been changed/modified in ASI 02R1 NII Plan Modifications issued on 8/21/23.

This proposal will result in a total contract extension in the amount of **0** working days and net **add** in the amount of **\$97,497.69** see below break out:

TOTAL ADDS	\$112,745.79
TOTAL CREDITS	<u>(\$15,248.10)</u>
NET ADD	\$97,497.69

This proposal includes the following reports:

- Table 1.1 – COST OF WORK BY BID ITEM
- Table 1.2 – COST OF WORK BY SUBCONTRACTOR
- Table 1.3 – DBE GOAL SUMMARY

**Table 1.1 – COST OF WORK BY BID ITEM** – This report describes the total sum of the cost of work per bid item code.

BID ITEM	DESCRIPTION	ESTIMATED SUBTOTAL
9000-5004	HEAD HOUSE	\$94,401.33
9000-5006	EXTENDED GEN REQ/ GEN COND	\$3,096.36
	<b>GRAND TOTAL</b>	<b>\$97,497.69</b>

**Table 1.2 – COST OF WORK BY SUBCONTRACTOR** – This report describes the total sum of the cost of work per Subcontractor.

SUBCONTRACTOR	SUBTOTAL
METRO ELECTRIC	\$ 58,311.75
SPAWGLASS SELF PERFORM	\$ 23,505.95



RM WALSDORF	\$ 11,398.49
FARRELL PLUMBING	\$ 5,164.55
CAHS	\$ 5,040.00
ALLIED FIRE	\$ 3,255.00
M&A PAINTING	\$ 1,899.80
MODERN DAY CONCRETE	\$ 1,706.25
LIMON MASONRY	\$ 1,659.00
BND MILLWORK	\$ (1,995.00)
TEKNION & WORKSPACE SOLUTIONS	\$ (12,448.10)
<b>GRAND TOTAL</b>	<b>\$ 97,497.69</b>

**Table 1.3 – DBE GOAL SUMMARY** – These changes will result in an increase to the original DBE goal. The original DBE Goal percentage was 5.18% equal to \$767,907.68 in DBE Goal Dollars. The current DBE percentage is 6.65% equal to \$1,003,044.00 in DBE Goal Dollars. The projected DBE percentage is 6.15% equal to \$1,003,044.00.

	<b>DBE (%)</b>	<b>DBE (\$)</b>	<b>CONTRACT AMOUNT</b>
<b>ORIGINAL (04-2022)</b>	5.18%	\$ 767,907.68	\$14,824,094.00
<b>CURRENT (07-2023)</b>	6.65%	\$ 1,003,044.00	\$16,210,891.65
<b>PROJECTED ***</b>	6.15%***	\$ 1,003,044.00***	\$ 16,308,389.34

\*\*\* This Project Amount includes ASI-01/CO #05

The following are the contractors identified in the DBE Goal percentages above, all amounts are not final until project completion:

- Certified Placers
- DEA Specialties
- Hurricane Fence
- Texas Highway Systems
- Valley Striping
- Munoz Drilling



## **Assumptions and Clarifications**

1. This change proposal expires in 30 days, a written notice to proceed must be provided to start this work.
2. This change proposal is based on reasonable assumptions and incorporates only certain costs and expenses that we expect will be incurred in construction of the work. We have not included the additional staff or costs that would be necessary to manage or avoid all contingencies, potential problems and issues that could arise.
3. Sales tax and remodel tax is excluded. Owner to provide tax exemption certificate to Contractor.
4. Pricing is subject to submittal approvals. GC reserves the right to resubmit for compensation if proposed products are not approved.
  - a. SPAWGLASS (SG) PROVIDE LIST OF PENDING SUBMITTALS AND PRICING
5. Lead times for submittals, fabrication and delivery are approximate only. SpawGlass reserves the right to resubmit [a product selection] for approval if a lead time changes upon execution of purchase order agreement.
6. Any product that has been added or altered is subject to compliance with Buy America Act 23CFR635.410 and Buy American Act GSA-PB100.
7. Excludes compliance with special provision "Important-notice to contractors" (GSA access-Piv card requirements) as long as the contractor is working within the established limits of the temporary screen fencing. Any contractor required to work outside of this area is required to comply with GSA access-Piv Requirements.
8. Includes compliance with CCRMA prevailing wage rates 2022 version per RFI #26 for lump sum scope of work.
9. Includes compliance with TXDOT prevailing wage rates included in the bid documents for all TXDOT scope of work.
10. Does not include any LEED requirements, all products required to be LEED should be designed in the contract drawings.
11. Includes General Contractor bond cost per the allowable markups in the general supplementary conditions.
12. SpawGlass reserves the right to execute joint check agreements as required.
  - a. SPAWGLASS TO SUBMIT REQUEST FOR APPROVAL PRIOR TO START OF WORK OR ACCEPTANCE OF MATERIALS
13. All purchase order agreements exclude retainage.
14. All subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following special provisions in our general supplementary conditions.
  - a. SPAWGLASS TO SUBMIT SUBCONTRACTOR APPROVAL FORMS FOR ALL NEW SUBCONTRACTORS TO INCLUDE TIER SUBCONTRACTORS PRIOR TO START OF WORK
15. Special Provision; "Certification of Nondiscrimination in Employment" Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246).



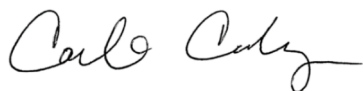
16. Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246). Form FHWA 1273 "Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more). Special Provision Disadvantaged Business Enterprise in Federal-Aid Contracts
17. This proposal excludes any credit changes associated to scope reduction to Teknion, it is our understanding the selections are still not confirmed. A credit will be provided once the project architect comes to an agreement with Teknion on any required changes.
18. This change order is based on our reaching mutually acceptable contract terms.
19. All Owner Furnished Contractor Installed equipment needs to be delivered and handed over to the contractor prior to the scheduled completion of the project. SpawGlass excludes all storage of owner equipment, replacing defective parts, damaged and missing parts, miscellaneous time associated to any discrepancies experienced in the field. SpawGlass requires all submittals of final owner selected equipment including all associated installation instructions.
20. This excludes any work associated with PNNL preliminary, draft shop drawings or acceptance of PNNL Contract requirements.
21. PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, (8) TVM1 AT ROOM 101 SHALL BE OFOI. THEREFORE, NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS.
22. PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, (1) TVM1 AT ROOM 134 & (4) TVM2 AT ROOM 100 SHALL BE CFCI. PRICING SHALL BE PROVIDED ONCE WE HAVE RECEIVED A FINAL RFI RESPONSE, WHICH SHALL STATE THE MANUFACTURER, MAKE & MODEL OF THESE TVMs THAT ARE PENDING PROCUREMENT. PRICING SHALL BE INCLUDED IN A FUTURE CHANGE ORDER.
23. PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, CMP1/CMP2 SHALL BE OFOI. THEREFORE, NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.
24. PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, PH1/PH2/PH3 SHALL BE OFOI. THEREFORE, NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.
25. PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, PR1 SHALL BE OFOI. THEREFORE, NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.
26. This proposal is contingent upon partial limited releases as agreed upon SpawGlass's estimate sheet.
  - a. Limited Release #1 – Deadline: October 12, 2023
  - b. Limited Release #2 – Deadline: October 16, 2023
  - c. Final Release #3 – Deadline: October 27, 2023

We look forward to finalizing this change order with your team.



Please contact me if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Carla Cadengo". The signature is fluid and cursive, with the first name "Carla" and last name "Cadengo" clearly distinguishable.

Carolina Cadengo  
Project Manager / Employee Owner  
SpawGlass Contractors



CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 06

Estimated Cost: \$ 97,497.69

CCSJ: 0921-06-313

Paid by Invoice? (YES\_\_ NO\_\_)

Table A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contact items

				Original + Previously Revised		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
9000-5004-82	CHANGES TO FIRE SPRINKLER SYSTEM - ALLIED FIRE (OCO 6)	LS	\$ 3,255.00	0	\$ -	1	\$ 3,255.00	\$ 3,255.00
9000-5004-83	CHANGES TO MILLWORK - BND MILLWORK (OCO 6)	LS	\$ (1,995.00)	1	\$ (1,995.00)	0	\$ -	\$ (1,995.00)
9000-5004-84	CHANGES TO DUCTWORK - CAHS (OCO 6)	LS	\$ 5,040.00	0	\$ -	1	\$ 5,040.00	\$ 5,040.00
9000-5004-85	CHANGES TO PLUMBING PIPING - FARRELL PLUMBING (OCO 6)	LS	\$ 5,164.55	0	\$ -	1	\$ 5,164.55	\$ 5,164.55
9000-5004-86	GLAZED BLOCK INFILL AT RM 104 - LIMON MASONRY (OCO 6)	LS	\$ 1,659.00	0	\$ -	1	\$ 1,659.00	\$ 1,659.00
9000-5004-87	PAINTING - M&A PAINTING (ADD OCO 6)	LS	\$ 2,704.80	0	\$ -	1	\$ 2,704.80	\$ 2,704.80
9000-5004-88	PAINTING - M&A PAINTING (DEDUCT OCO 6)	LS	\$ (805.00)	1	\$ (805.00)	0	\$ -	\$ (805.00)
9000-5004-89	ELECTRICAL REWORK - METRO ELECTRIC (OCO 6)	LS	\$ 58,311.75	0	\$ -	1	\$ 58,311.75	\$ 58,311.75
9000-5004-90	ADDITION OF POLISH CONCRETE FLOORING - MODERN DAY CONCRETE (OCO 6)	LS	\$ 1,706.25	0	\$ -	1	\$ 1,706.25	\$ 1,706.25
9000-5004-91	ROOF DRAIN TIE-IN AT SECONDARY CANOPY	LS	\$ 11,398.49	0	\$ -	1	\$ 11,398.49	\$ 11,398.49
9000-5004-92	ADD CHAIR RAIL - SPAWGLASS SELF PERFORM (OCO 6)	LS	\$ 546.61	0	\$ -	1	\$ 546.61	\$ 546.61
9000-5004-93	SELF-PERFORM EQUIPMENT - SPAWGLASS SELF PERFORM (OCO 6)	LS	\$ 1,511.44	0	\$ -	1	\$ 1,511.44	\$ 1,511.44
9000-5004-94	SELECTIVE DEMOLITION - SPAWGLASS SELF-PERFORM (OCO 6)	LS	\$ 1,584.00	0	\$ -	1	\$ 1,584.00	\$ 1,584.00
9000-5004-95	ADD METAL STUD PARTITION	LS	\$ 2,525.80	0	\$ -	1	\$ 2,525.80	\$ 2,525.80
9000-5004-96	ADD INSULATION	LS	\$ 2,042.00	0	\$ -	1	\$ 2,042.00	\$ 2,042.00
9000-5004-97	ADD GYPSUM BOARD	LS	\$ 2,438.00	0	\$ -	1	\$ 2,438.00	\$ 2,438.00
9000-5004-98	ADD WOOD BLOCKING	LS	\$ 4,084.00	0	\$ -	1	\$ 4,084.00	\$ 4,084.00
9000-5004-99	REMOVE 3 DOOR FRAMES AT RM 101, RM 133 & RM 134	LS	\$ 594.00	0	\$ -	1	\$ 594.00	\$ 594.00
9000-5004-100	INSTALL 2 DOOR FRAMES AT RM 101 & RM 134	LS	\$ 396.00	0	\$ -	1	\$ 396.00	\$ 396.00
9000-5004-101	CONCRETE PATCHBACK	LS	\$ 1,539.85	0	\$ -	1	\$ 1,539.85	\$ 1,539.85
9000-5004-102	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE-1 - SELF-PERFORM (OCO 6)	LS	\$ 3,147.90	0	\$ -	1	\$ 3,147.90	\$ 3,147.90
9000-5004-103	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE - TEKNION/WSS	LS	\$ (12,448.10)	1	\$ (12,448.10)	0	\$ -	\$ (12,448.10)
9000-5006	GENERAL REQ./GENERAL COND.	LS	\$ 3,096.36	0	\$ -	1	\$ 3,096.36	\$ 3,096.36
The Totals from Table B of the Previous work sheet:								
TOTALS					\$ (15,248.10)		\$ 112,745.79	\$ 97,497.69



NO.	SCHEDULE OF VALUES	DESCRIPTION	SHEET #	SUBCONTRACTOR	INCLUSIONS	TYPE	Qty	Unit	\$/Unit	Cost	MARKUP	SUBTOTAL	Sum of TOTAL	RELEASE BY	NOTES
1	9000-5004	CHANGES TO FIRE SPRINKLER SYSTEM	FX-101	ALLIED FIRE	EXISTING SPRINKLER SYSTEM SHALL BE MODIFIED AND EXTRA HEADS ARE TO BE ADDED AT HEADHOUSE. MODIFYING EXISTING SPRINKLER SYSTEM TO ADD HEADS AT NEW CORRIDOR & NEW CONTROL ROOM	SU	1.00	LS	\$ 3,100.00	\$ 3,100.00	\$ 155.00	\$ 3,255.00	\$ 3,255.00	27-Oct-23	
2	9000-5004 Total											SUBTOTAL	\$ 3,255.00		
3	9000-5004	CHANGES TO MILLWORK	I-101	BND MILLWORK	2'-1" X 7'-0" MILLWORK REMOVED	SU	1.00	LS	\$ (1,900.00)	\$ (1,900.00)	\$ (95.00)	\$ (1,995.00)	\$ (1,995.00)	27-Oct-23	
4	9000-5004 Total											SUBTOTAL	\$ (1,995.00)		
5	9000-5004	CHANGES TO DUCTWORK	M-111 & M-211	CAHS	RELOCATION OF FCU & DUCTWORK. RECOVER/RE-PIPE THE FCU.	SU	1.00	LS	\$ 4,800.00	\$ 4,800.00	\$ 240.00	\$ 5,040.00	\$ 5,040.00	12-Oct-23	
6	9000-5004 Total											SUBTOTAL	\$ 5,040.00		
7	9000-5004	CHANGES TO PLUMBING PIPING	P-101, P-111, P-201 & P-211	FARRELL PLUMBING	DEMO EXISTING CONCRETE & PLUMBING CONNECTIONS AT ICE MACHINE ICM1 AT RM 134.	MA	1.00	LS	\$ 2,719.00	\$ 2,719.00	\$ 679.75	\$ 3,398.75	\$ 3,398.75	27-Oct-23	
8	9000-5004	CHANGES TO PLUMBING PIPING	P-101, P-111, P-201 & P-211	FARRELL PLUMBING	DEMO EXISTING CONCRETE & PLUMBING CONNECTIONS AT ICE MACHINE ICM1 AT RM 134.	LA	1.00	LS	\$ 981.00	\$ 981.00	\$ 784.80	\$ 1,765.80	\$ 1,765.80	27-Oct-23	
9	9000-5004 Total											SUBTOTAL	\$ 5,164.55		
10	9000-5004	GLAZED BLOCK INFILL AT RM 104	A-102, A-102.1 & A-102.2	LIMON MASONRY	AN INFILL OF THE GLAZED CMU THAT WAS REQUIRED AT HEADHOUSE SINCE DOOR 101.2 IS BEING RELOCATED	SU	1.00	LS	\$ 1,580.00	\$ 1,580.00	\$ 79.00	\$ 1,659.00	\$ 1,659.00	27-Oct-23	
11												SUBTOTAL	\$ 1,659.00		
12	9000-5004	PAINTING	I-600	M&A PAINTING	PAINTING OF GYPSUM BOARD FOR THE NEW WALLS AT HEADHOUSE	SU	1.00	LS	\$ 2,576.00	\$ 2,576.00	\$ 128.80	\$ 2,704.80	\$ 2,704.80	27-Oct-23	
13	9000-5004	PAINTING	I-600	M&A PAINTING	CREDIT FOR REMOVAL OF PAINTING SCOPE OF WORK	SU	1.00	LS	\$ (766.67)	\$ (766.67)	\$ (38.33)	\$ (805.00)	\$ (805.00)	27-Oct-23	
14	9000-5004 Total											SUBTOTAL	\$ 1,899.80		
	9000-5004	ELECTRICAL REWORK	E-111, E-211, E-211M, E-311, E-501, TY-101, TY-601 & TY-602	METRO ELECTRIC - DEMO WORK	METRO ELECTRIC DEMOLITION OF WHAT WAS INSTALLED PER BASE BID/ASI-01 DRAWINGS	SU	1.00	LS	\$ 2,632.00	\$ 2,632.00	\$ 131.60	\$ 2,763.60	\$ 2,763.60	12-Oct-23	
	9000-5004	ELECTRICAL REWORK	E-111, E-211, E-211M, E-311, E-501, TY-101, TY-601 & TY-602	METRO ELECTRIC - SUPERNOVA	METRO ELECTRIC'S SUBCONTRACTOR	SU	1.00	LS	\$ 9,055.00	\$ 9,055.00	\$ 452.75	\$ 9,507.75	\$ 9,507.75	12-Oct-23	
	9000-5004	ELECTRICAL REWORK	E-111, E-211, E-211M, E-311, E-501, TY-101, TY-601 & TY-602	METRO ELECTRIC - REMAINING	METRO ELECTRIC'S REMAINING AMOUNT TO COMPLETE THEIR SCOPE OF WORK	SU	1.00	LS	\$ 29,628.00	\$ 29,628.00	\$ 1,481.40	\$ 31,109.40	\$ 31,109.40	16-Oct-23	
15	9000-5004	ELECTRICAL REWORK	E-111, E-211, E-211M, E-311, E-501, TY-101, TY-601 & TY-602	METRO ELECTRIC - ESD	METRO ELECTRIC'S SUBCONTRACTOR	SU	1.00	LS	\$ 14,220.00	\$ 14,220.00	\$ 711.00	\$ 14,931.00	\$ 14,931.00	27-Oct-23	
16	9000-5004 Total											SUBTOTAL	\$ 58,311.75		
17	9000-5004	ADDITION OF POLISH CONCRETE FLOORING AT ROOM 136B	I-100 & I-601	MODERN DAY CONCRETE	ADDITION OF POLISH CONCRETE FLOORING AT ROOM 136B	SU	1.00	LS	\$ 1,625.00	\$ 1,625.00	\$ 81.25	\$ 1,706.25	\$ 1,706.25	27-Oct-23	
18	9000-5004 Total											SUBTOTAL	\$ 1,706.25		
19	9000-5004	ROOF DRAIN TIE-IN AT SECONDARY CANOPY	RFI-097	RM WALSDORF	ROOF DRAIN TIE-IN AT SECONDARY CANOPY PER RESPONSE ON RFI-097	SU	1.00	LS	\$ 10,855.70	\$ 10,855.70	\$ 542.79	\$ 11,398.49	\$ 11,398.49	27-Oct-23	
20	9000-5004 Total											SUBTOTAL	\$ 11,398.49		
21	9000-5004	ADD CHAIR RAIL	A-404 & F-100	SPAWGLASS SELF PERFORM	PURCHASE ORDER OF CHAIR RAILS. ADDITIONAL CHAIR RAILS AT RM134	PO	1.00	LS	\$ 183.85	\$ 183.85	\$ 45.96	\$ 229.81	\$ 229.81	27-Oct-23	
22	9000-5004	ADD CHAIR RAIL	A-404 & F-100	SPAWGLASS SELF PERFORM	INSTALLATION OF CHAIR RAILS	LA	8.00	MH	\$ 22.00	\$ 176.00	\$ 140.80	\$ 316.80	\$ 316.80	27-Oct-23	



TYPE = LA (LABOR), MA (MATERIAL), LS (LUMP SUM), EQ (EQUIPMENT), PO (PURCHASE ORDER), SU (SUBCONTRACT), TXDOT (UNIT PRICE BID ITEM)

GRAND TOTAL	\$97,497.69
-------------	-------------

NO.	SCHEDULE OF VALUES	DESCRIPTION	SHEET #	SUBCONTRACTOR	INCLUSIONS	TYPE	Qty	Unit	\$/Unit	Cost	MARKUP	SUBTOTAL	Sum of TOTAL	RELEASE BY	NOTES
23	9000-5004	SELF-PERFORM EQUIPMENT	N/A	SPAWGLASS SELF PERFORM	SCISSOR LIFT - WESTLAND	EQ	1.00	LS	\$ 1,209.15	\$ 1,209.15	\$ 302.29	\$ 1,511.44	\$ 1,511.44	27-Oct-23	
24	9000-5004	SELECTIVE DEMOLITION	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	DEMOLITION OF FRAMING FOR RM 133. REMOVING 20LF.	LA	40.00	MH	\$ 22.00	\$ 880.00	\$ 704.00	\$ 1,584.00	\$ 1,584.00	12-Oct-23	
25	9000-5004	ADD METAL STUD PARTITION	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	PURCHASING OF MATERIAL OF METAL STUD AT HEADHOUSE	MA	50.00	LF	\$ 10.00	\$ 500.00	\$ 125.00	\$ 625.00	\$ 625.00	12-Oct-23	
26	9000-5004	ADD METAL STUD PARTITION	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	INSTALLATION OF METAL STUDS AT HEADHOUSE	LA	48.00	MH	\$ 22.00	\$ 1,056.00	\$ 844.80	\$ 1,900.80	\$ 1,900.80	12-Oct-23	
27	9000-5004	ADD INSULATION	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	PURCHASING OF INSULATION AT RM 101 & 134	MA	600.00	SF	\$ 1.67	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 1,250.00	12-Oct-23	
28	9000-5004	ADD INSULATION	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	INSTALLATION OF THE CAVITY MEMBRANE AT HEADHOUSE	LA	20.00	MH	\$ 22.00	\$ 440.00	\$ 352.00	\$ 792.00	\$ 792.00	12-Oct-23	
29	9000-5004	ADD GYPSUM BOARD	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	PURCHASING OF MATERIAL OF THE GYPSUM BOARD AT HEADHOUSE	MA	1200.00	SF	\$ 0.83	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 1,250.00	12-Oct-23	
30	9000-5004	ADD GYPSUM BOARD	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	INSTALLATION OF MATERIAL OF THE GYPSUM BOARD AT HEADHOUSE	LA	30.00	MH	\$ 22.00	\$ 660.00	\$ 528.00	\$ 1,188.00	\$ 1,188.00	27-Oct-23	
31	9000-5004	ADD WOOD BLOCKING	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	PURCHASING OF MATERIAL OF THE WOOD BLOCKING AT HEADHOUSE AT RM 101	MA	320.00	SF	\$ 6.25	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	27-Oct-23	
32	9000-5004	ADD WOOD BLOCKING	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	INSTALLATION OF MATERIAL OF THE WOOD BLOCKING AT HEADHOUSE AT RM 101	LA	40.00	MH	\$ 22.00	\$ 880.00	\$ 704.00	\$ 1,584.00	\$ 1,584.00	27-Oct-23	
33	9000-5004	REMOVE 3 DOOR FRAMES AT RM 101, RM 133 & RM 134	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	REMOVAL OF 3 EXISTING DOOR FRAMES CURRENTLY AT THE HEADHOUSE	LA	15.00	MH	\$ 22.00	\$ 330.00	\$ 264.00	\$ 594.00	\$ 594.00	27-Oct-23	
34	9000-5004	INSTALL 2 DOOR FRAMES AT RM 101 & RM 134	A-102, A-102.1 & A-102.2	SPAWGLASS SELF PERFORM	INSTALLATION OF 2 PROPOSED DOOR FRAMES AT THE HEADHOUSE	LA	10.00	MH	\$ 22.00	\$ 220.00	\$ 176.00	\$ 396.00	\$ 396.00	27-Oct-23	
35	9000-5004	CONCRETE PATCHBACK	I-100, P-101, P-111, P-201 & P-211	SPAWGLASS SELF PERFORM	PATCHING UP A CONCRETE HOLE FOR A FIXTURE BEING RELOCATED WITHIN RM AT 134 AT THE HEADHOUSE	LA	16.00	MH	\$ 22.00	\$ 352.00	\$ 281.60	\$ 633.60	\$ 633.60	27-Oct-23	
36	9000-5004	CONCRETE PATCHBACK	I-100, P-101, P-111, P-201 & P-211	SPAWGLASS SELF PERFORM	PURCHASING OF THE APPROVED SLUMP MIX FOR CHANGES TO THE ICE MACHINE ICM1 LOCATION	MA	5.00	YD	\$ 145.00	\$ 725.00	\$ 181.25	\$ 906.25	\$ 906.25	27-Oct-23	



TYPE = LA (LABOR), MA (MATERIAL), LS (LUMP SUM), EQ (EQUIPMENT), PO (PURCHASE ORDER), SU (SUBCONTRACT), TXDOT (UNIT PRICE BID ITEM)

GRAND TOTAL	\$97,497.69
-------------	-------------

NO.	SCHEDULE OF VALUES	DESCRIPTION	SHEET #	SUBCONTRACTOR	INCLUSIONS	TYPE	Qty	Unit	\$/Unit	Cost	MARKUP	SUBTOTAL	Sum of TOTAL	RELEASE BY	NOTES
37	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100, F-600 & F-609	SPAWGLASS SELF PERFORM	PROCURING SF1 & SF2	MA	2.00	EA	\$ 1,499.00	\$ 2,998.00	\$ 149.90	\$ 3,147.90	\$ 3,147.90	27-Oct-23	<div>* PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, (8) TVM1 @ ROOM 101 SHALL BE OFOI. THEREFOR NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS.</div> <div>* PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, (1) TVM1 @ ROOM 134 &amp; (4) TVM2 @ ROOM 100 SHALL BE CFCI. PRICING SHALL BE PROVIDED ONCE WE HAVE RECEIVED A FINAL RFI RESPONSE, WHICH SHALL STATE THE MANUFACTURER, MAKE &amp; MODEL OF THESE TVMs THAT ARE PENDING PROCUREMENT. PRICING SHALL BE INCLUDED IN A FUTURE CHANGE ORDER.</div> <div>PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, CMP1/CMP2 SHALL BE OFOI. THEREFOR NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.</div> <div>PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, PH1/PH2/PH3 SHALL BE OFOI. THEREFOR NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.</div> <div>PER THE TECHNOLOGY MEETING HELD ON 10/10/2023, PR1 SHALL BE OFOI. THEREFOR NO PRICING SHALL BE INCLUDED FOR PROCURING OR INSTALLING THESE ITEMS. A CREDIT WAS ALREADY PROVIDED ON ASI-01/CO #05. PENDING FINAL RFI RESPONSE.</div>
38	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100, F-600 & F-609	SPAWGLASS SELF PERFORM	PROCURING & INSTALLING TVM1/TVM2/TVB1	MA	0.00	EA	\$ -	\$ -	\$ -	\$ -	\$ -		
39	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100, F-600 & F-610	SPAWGLASS SELF PERFORM	PROCURING & INSTALLING CMP1/CMP2	MA	0.00	EA	\$ -	\$ -	\$ -	\$ -	\$ -		
40	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100, F-600 & F-607	SPAWGLASS SELF PERFORM	PROCURING & INSTALLING PH1/PH2/PH3	MA	0.00	EA	\$ -	\$ -	\$ -	\$ -	\$ -		
41	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100, F-600 & F-608	SPAWGLASS SELF PERFORM	PROCURING & INSTALLING PR1	MA	0.00	EA	\$ -	\$ -	\$ -	\$ -	\$ -		
42	9000-5004 Total											SUBTOTAL	\$ 20,409.59		
43	9000-5004	CHANGES TO FURNITURE AND EQUIPMENT SCHEDULE	F-100 & F-600	TEKNION & WORKSPACE SOLUTIONS	SJPA IS CURRENTLY WORKING WITH TEKNION & WORKSPACE SOLUTIONS ON FINAL FURNITURE SELECTIONS. CREDIT SHALL BE PROVIDED AT A LATER TIME. REMOVE: (1) DESK, (4) CHAIRS-1, (2) CHAIRS-3, (2) MODULAR DESK-1, (2) TABLE-2, (2) TRASH CANS-2	MA	1	LS	\$ (11,855.33)	\$ (11,855.33)	\$ (592.77)	\$ (12,448.10)	\$ (12,448.10)	27-Oct-23	
44												SUBTOTAL	\$ (12,448.10)		
45											SUBTOTAL COST OF WORK		\$ 94,401.33		
46	9000-5006	GENERAL REQ./GENERAL COND.	GENERAL REQ./GENERAL COND.	SPAWGLASS SELF PERFORM	BUILDER'S RISK INSURANCE (1.25%)	MA	1	LS	\$ 1,180.02	\$ 1,180.02	\$ -	\$ 1,180.02	\$ 1,180.02	27-Oct-23	
47	9000-5006	GENERAL REQ./GENERAL COND.	GENERAL REQ./GENERAL COND.	SPAWGLASS SELF PERFORM	GENERAL LIABILITY INSURANCE (.78%)	MA	1	LS	\$ 736.33	\$ 736.33	\$ -	\$ 736.33	\$ 736.33	27-Oct-23	
48	9000-5006	GENERAL REQ./GENERAL COND.	GENERAL REQ./GENERAL COND.	SPAWGLASS SELF PERFORM	WARRANTY (.25%)	MA	1	LS	\$ 236.00	\$ 236.00	\$ -	\$ 236.00	\$ 236.00	27-Oct-23	
49	9000-5006	GENERAL REQ./GENERAL COND.	GENERAL REQ./GENERAL COND.	SPAWGLASS SELF PERFORM	GC BOND (1%)	MA	1	LS	\$ 944.01	\$ 944.01	\$ -	\$ 944.01	\$ 944.01	27-Oct-23	
50	9000-5006											SUBTOTAL	\$ 3,096.36		
51											SUBTOTAL GEN. REQ. / GEN. COND.		\$ 3,096.36		
52											GRAND TOTAL		\$ 97,497.69		



**SUBCONTRACTORS'  
PROPOSALS FOR ASI-02 R1**



**FIRE SPRINKLER PROPOSAL****SCR-G #0817****ACR #3429****ECR #1798****DATE:** 8/29/2023**EMAIL:** [a.delagarza@spawglass.com](mailto:a.delagarza@spawglass.com)**CONTRACTOR:** SPAWGLASS**PHONE:** 956-551-4112**ATTENTION:** ALEJANDRO DE LA GARZA**QUOTE:**

**PROJECT:** VETERAN INTERNATIONAL BRIDGE POV ----HEAD HOUSE  
**ADDRESS:**

**ESTIMATOR:** RUBEN DE LA CRUZ CELL #956-249-0291  
[ruben@alliedfireprotection.com](mailto:ruben@alliedfireprotection.com)

**BASE BID: \$3,100.00****SCOPE**

ALLIED FIRE PROTECTION WILL PROVIDE THE DESIGN, MATERIALS, EQUIPMENT & LABOR TO MODIFY THE EXISTING SPRINKLER SYSTEM IN ORDER TO ADD HEADS TO NEW CORRIDOR AND ADD HEADS IN THE NEW CONTROL ROOM.

**NOTE**

DOES NOT INCLUDE ANY SPECIAL HAZARD SYSTEM ---- ONLY WET FIRE SPRINKLER ADDS

<b>EXCLUSIONS:</b>	Adequate water	Freeze protection	Bond (available @ 2.4%)	Center of tile
	Alarm wiring	Electrical hook-ups	Composite clean up	Hydraulic calculation
	Prepping for paint	Patching	Pipe identification/stencil	MIC INHIBITORS
	Painting of pipe	Nightwork/Overtime	Remodel tax	MIC TESTING
	Protection from paint	OCIP/CCIP	Sectional valves	BUREAU VERITAS
	Supervisory alarm	Prevailing wage	Integrity of existing system	P.E. stamp
	Drain down fees	Excessive Insurance	Underground work	
	Hanger spacing above NFPA-13 requirements		5'-0" stub-out	

**ALLIED FIRE PROTECTION****AUTHORIZED REPRESENTATIVE****PRINT NAME**

**THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.**

**ALL CONTRACTS AND CREDIT TERMS MUST BE MUTUALLY AGREEABLE.**

**USABLE CAD DRAWING FILES MUST BE FURNISHED TO ALLIED FIRE PROTECTION, LP AT NO COST**

**ALLIED FIRE PROTECTION**

Corporate Office 2003 Mykawa Road, Pearland, Texas 77581 1.800.604.2600 [alliedfireprotection.com](http://alliedfireprotection.com)





# FIRE SPRINKLER PROPOSAL

Office

700 E. Beech Avenue

McAllen, TX 78501

956-631-4208

SCR-G #0817

ACR #3429

ECR #1798

DATE: 9/20/2023

EMAIL: [a.delagarza@spawglass.com](mailto:a.delagarza@spawglass.com)

CONTRACTOR: SPAWGLASS

PHONE:

ATTENTION: ALEJANDRO DE LA GARZA

QUOTE :

PROJECT: VETERANS INTERNATIONAL BRIDGE ----ASI- 2

ADDRESS: BROWNSVILLE, TX.

SPECS NFPA 13

BASE BID: \$3,100.00

SCOPE

BREAKDOWN OF ASI-2

LABOR \$2200.00

MATERIALS \$900.00

**EXCLUSIONS:** The following items are excluded from this proposal unless specifically identified in the INCLUSIONS and should be included in any contract documents based on this proposal:

Bond or Excessive Insurance	Integrity of Existing System	Overtime or Holiday Differential
Adequate water at connection point(s)	Sectional Valves	Davis-Bacon , Wage Scale or Certified Payroll
Hydrostatic Testing of Existing System(s) or Piping	Custom color(s) for concealed escutcheons	Composite Clean Up
Raising/Relocating Existing Mains or Branch lines	Patching, removal or cutting of ceiling or walls	Dedicated Fire Watch, if required
Protection from, preparation for or painting of pipe	Electrical connection or any Alarm work	Drain Down Fees
Sleeving, Fire Stopping or Sealing of penetrations	Fire extinguishers or suppression systems	3rd Party Review Fees
Stencilling or Pipe Identification	System Maintenance & Repairs	FM or Liberty Mutual Requirements

**RUBEN DE LA CRUZ**

**ALLIED FIRE PROTECTION**

**RUBEN DE LA CRUZ**

**(C)956-631-4208**

**(O) 956-249-0291**

**Accepted by**

**Date**

**Print Name**

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ALL CONTRACTS AND CREDIT TERMS MUST BE MUTUALLY AGREEABLE.

USABLE CAD DRAWING FILES MUST BE FURNISHED TO ALLIED FIRE PROTECTION, LP AT NO COST

ALLIED FIRE PROTECTION

Corporate Office 2003 Mykawa Road, Pearland, Texas 77581 1.800.604.2600 [alliedfireprotection.com](http://alliedfireprotection.com)

HOUSTON | SAN ANTONIO | DALLAS / FORT WORTH | AUSTIN | RIO GRANDE VALLEY | LAREDO



## **BND**

# **ARCHITECTURAL WOODWORK L.L.C**

08/29/2023

**ASI #2 – R1**

General Service Administration Non-Commercial Vehicle Inspection Expansion & Modification

Veterans International Bridge U.S. Land Port of Entry

Brownsville, TX

Attn.: Alexandro De la Garza, the modifications for the above referenced Project as per ASI #2 – R1 are as follows.

### **Delete**

1. CBP Officer Work Area – 101.

Removal of millwork

**Credit of \$ 1,995.00**

### **Addendum 1 Acknowledged.**

Not Included: TAX, AWI CERTIFICATION OR LABELS, PP BOND, EQUIPMENT, PLUMBING FIXTURES, DEMOLITION OR DISPOSAL OF EXISTING MILLWORK, ROUGH OR FINISH CARPENTRY, INTERIOR DOORS OR TRIM, FURNITURE, LOCKERS, SINKS OR ANY OTHER ITEM NOT SPECIFICALLY MENTIONED ABOVE.

Jose J Tovar - BND Architectural Woodwork LLC | 35482 Kretz Rd. Los Fresnos, TX 78566

PH: (956)238-0555 | E-mail: jose@bndarchitectural.com | Website: southtexasbestcabinets.com





CAHS, A Modigent Company  
 3028 Wilson Rd.  
 Harlingen, Texas 78552  
 Phone: (956) 428-4509  
 Fax: (956) 423-9822

**Project:** 10-2168-00 - Veterans Bridge

## DRAFT

### Prime Contract Potential Change Order #005: CE #009 - ASI-2

<b>TO:</b>	SpawGlass 3008 W. Spur 54 Harlingen, Texas 78550	<b>FROM:</b>	CAHS, Inc 3028 Wilson Rd. Harlingen, Texas 78552
<b>PCO NUMBER/REVISION:</b>	005 / 0	<b>CONTRACT:</b>	10-2168-00 - Veteran's International Bridge POV Expansion
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Colin Eubanks (CAHS PROJECT MANAGEMENT)
<b>STATUS:</b>	Draft	<b>CREATED DATE:</b>	8/30/2023
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$4,800.00

**POTENTIAL CHANGE ORDER TITLE:** CE #009 - ASI-2

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #009 - ASI-2

Changes per ASI#02:

- Labor - \$4,000
- Material - \$400
- General Conditions - \$400

**ATTACHMENTS:**

[VIB Los Tomates - ASI 2 NII Plan Mod \(08-21-23\).pdf](#)

#	Budget Code	Description	Amount
1	50-10.L INSTALL DX EQUIPMENT.Labor	Labor (relocate FCU and Ductwork)	\$2,100.00
2	40-10.S MECHANICAL.Subcontract	Labor (recover/re-pipe FCU)	\$1,900.00
3	60-40.M DUCT INSULATION.Material	Material	\$400.00
4	10-99.O DJCO - Other.Other	General Conditions	\$400.00
<b>Grand Total:</b>			<b>\$4,800.00</b>

**SpawGlass**  
 3008 W. Spur 54  
 Harlingen, Texas 78550

**CAHS, Inc**  
 3028 Wilson Rd.  
 Harlingen, Texas 78552

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



CODES: 9000-5004

## CHANGE ORDER COST SUMMARY



FARRELL PLUMBING & COOLING INC.

### REVISED CHANGE ORDER

Date: 08/28/23

Request #: ASI #02

PROJECT: Veteran's International Bridge

PRIME CONTRACTOR: SpawGlass

DESCRIPTION OF CHANGE:

- 1) Relocation of ice machine in command center
- 2)
- 3)

Plan Pages Reviewed: P101, P111, P201, P211

<u>DESCRIPTION</u>	<u>TOTAL</u>
Subtotal Material	\$ 2,719.00
plus 25%	\$ 679.75
<b>Total Material</b>	<b>\$ 3,398.75</b>
Subtotal Labor	\$ 981.00
plus 25%+55%	\$ 784.80
<b>Total Labor</b>	<b>\$ 1,765.80</b>
<b>TOTAL CHANGE ORDER</b>	<b>\$ 5,164.55</b>

SIGNATURE

DATE:

APPROVED BY:

\_\_\_\_\_

PRINT NAME:

\_\_\_\_\_





August 29, 2023

**Via Email: a.delagarza@spawglass.com**

Attn: Alejandro De la Garza  
SpawGlass Contracting, Inc.

***LM-RFP-001 – SpawGlass Contractors, Inc, - Veterans International Bridge POV Expansion.***

- Includes: Enclosing Door/Opening 101.2 with glazed CMU per ASI #2 (08.21.23) for project referenced above.

Glazed CMU Labor:	\$	480.00
Glazed CMU Materials:	\$	490.00
Mortar:	\$	90.00
Grout:	\$	140.00
Tools & Equipment	\$	120.00
Debris Haul-off	\$	50.00
Protection & Cleaning	\$	50.00
P&O	\$	160.00

**Total Proposal: \$ 1,580.00**

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

Sincerely,

AJ Saldana  
Limon Masonry LLC  
Project Manager  
[aj@limonmasonry.com](mailto:aj@limonmasonry.com)  
Mobile: (956) 483-4400



## M & A Painting Service, Inc.

Miguel Barboza Jr.

3711 E. Main Ave.  
Alton, TX 78573

Phone:(956)585-6167

Fax: (956)583-3999

Email:mapaintingservice@att.net

---

### BASE BID:

---

**PROJECT:** LOS TOMATES LAND PORT OF ENTRY EXPANSION

---

### THIS BASE BID INFORMATION:

ASI NO. 02

ADD: \$2,576.00

RM101: GYBD WALLS  
DOOR AND FRAME

LABOR: \$1,803.20

MATERIAL: \$772.80

DEDUCT: \$805.00

RM133: GYBD WALLS  
DOORS/FRAMES

LABOR: \$563.50

MATERIAL: \$241.50

---

### ACKNOWLEDGE OF ADDENDUMS:

X\_\_\_\_\_ CELIA B. PEDROZA

9/13/2023

DATE

**TOTAL \$1,771.00**





**METRO**  
**ELECTRIC, INC.**  
TECL #17140

☐ **Main Office**  
1901 Industrial Dr.  
McAllen, TX 78504  
956.686.2323

☐ **Branch Office**  
5255 Commercial Dr.  
Brownsville, TX 78523  
956.831.7801

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

**October 9, 2023**

SpawGlass  
3800 W, TX-54 Spur  
Harlingen, TX 78552

Attention: Carolina Cadengo  
Reference: Veterans LPOE POV  
Metro Electric, Inc. – CPR 14 Rev10.9.23

**RE: ASI #002 Dated 8/14/23**

We submit the add sum for the scope of work detailed below in the amount of:  
Fifty-Five Thousand Five Hundred Thirty-Five and 00/100 (\$55,535.00)

**Scope:**

Changes made to plans per ASI #002 dated 8/14/23. Demo electrical work installed under original base bid. Added additional lighting, controls, power, structured cabling, cameras, labor for microphones, fire alarm audio visual devices for new room layout.

**Exclusions:**

Painting and/or patching of any surfaces is not included.  
Concrete/block cutting and/or patch back is not included.  
Sales tax is not included.  
Per SuperNova's quote attached dated 8/30/23.  
Per ESD's quote attached dated 9/27/23.

This proposal is valid for ten (30) days.

Sincerely,  
Metro Electric, Inc.

Jaime Solis Jr  
Jr. Project Manager

Approval Signature & Date: \_\_\_\_\_

CPR-14  
1-03549



# Change Price Request Cost Analysis

PROJECT: Veterans LPOE Brownsville  
CONTRACTOR: SpawGlass

DESCRIPTION OF CHANGE: ASI #002 dated 8/14/23

Metro Electric CPR #14

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Sub Contractor Cost	Unit	Sub Contractor Total	Equipment Cost	Unit	Equipment Total	Labor Total
#12 THHN SOL CU	1,832.00	\$ 175.00	M	\$ 320.60			\$ -			\$ -	\$ 565.06
#10 THHN SOL CU	4,915.00	\$ 229.20	M	\$ 1,126.52			\$ -			\$ -	\$ 1,768.63
#12/3 SO CORD	7.00	\$ 945.50	M	\$ 6.62			\$ -			\$ -	\$ 12.23
SO CORD CONN	1.00	\$ 664.25	C	\$ 6.64			\$ -			\$ -	\$ 10.28
#12/2 SOL FIXTURE WHIP	3.00	\$ 8.67	E	\$ 26.01			\$ -			\$ -	\$ 30.84
#12/3 SOL FIXTURE WHIP	1.00	\$ 9.87	E	\$ 9.87			\$ -			\$ -	\$ 10.28
3/4"-1" EMT ONE HOLE STRAP	187.00	\$ 60.00	C	\$ 112.20			\$ -			\$ -	\$ 461.42
1-1/4" EMT ONE HOLE STRAP	4.00	\$ 150.00	C	\$ 6.00			\$ -			\$ -	\$ 10.45
3/4" EMT CONDUIT	1,626.00	\$ 175.00	C	\$ 2,845.50			\$ -			\$ -	\$ 4,145.89
1" EMT CONDUIT	240.00	\$ 357.71	C	\$ 858.50			\$ -			\$ -	\$ 671.16
1-1/4" EMT CONDUIT	40.00	\$ 564.36	C	\$ 225.74			\$ -			\$ -	\$ 128.31
3/4" EMT S/S/I CONN	163.00	\$ 82.18	C	\$ 133.95			\$ -			\$ -	\$ 40.22
1" EMT S/S/I CONN	24.00	\$ 134.41	C	\$ 32.26			\$ -			\$ -	\$ 1.78
1-1/4" EMT S/S/I CONN	4.00	\$ 243.18	C	\$ 9.73			\$ -			\$ -	\$ 0.39
3/4" EMT S/S COUPL	243.00	\$ 174.11	C	\$ 423.09			\$ -			\$ -	\$ 7.00
1" GRC CONDUIT	5.00	\$ 438.02	C	\$ 21.90			\$ -			\$ -	\$ 14.39
1" LOCKNUT	1.00	\$ 14.04	C	\$ 0.14			\$ -			\$ -	\$ -
1" PLASTIC BUSHING	1.00	\$ 10.77	C	\$ 0.11			\$ -			\$ -	\$ 2.47
CEILING GRID WIRE	8.00	\$ 51.00	C	\$ 4.08			\$ -			\$ -	\$ 32.90
1/4 LOCKWASHER	12.00	\$ 1.32	C	\$ 0.16			\$ -			\$ -	\$ 5.38
1/4 WASHER	12.00	\$ 43.96	C	\$ 5.28			\$ -			\$ -	\$ 5.38
1/4 NUT	12.00	\$ 11.48	C	\$ 1.38			\$ -			\$ -	\$ 20.04
1/4 ALLTHREAD RID	12.00	\$ 26.00	C	\$ 3.12			\$ -			\$ -	\$ 7.40
T-BAR HANGER	2.00	\$ 1,237.03	C	\$ 24.74			\$ -			\$ -	\$ 2.47
BOX SUPPORT BRKT	45.00	\$ 152.37	C	\$ 68.57			\$ -			\$ -	\$ 111.04
1" GRC/PVC COUPL	1.00	\$ 752.05	C	\$ 7.52			\$ -			\$ -	\$ 4.11
1" GRC/PVC 90 ELBOW	1.00	\$ 4,134.25	C	\$ 41.34			\$ -			\$ -	\$ 24.68
1" PVC SCH40 CONDUIT	11.00	\$ 115.34	C	\$ 12.69			\$ -			\$ -	\$ 24.88
1" PVC FEMALE ADPT	1.00	\$ 32.89	C	\$ 0.33			\$ -			\$ -	\$ 7.40
WIRE NUT	72.00	\$ 165.40	M	\$ 11.91			\$ -			\$ -	\$ 59.22
1G PLASTIC SINGLE RECPT	1.00	\$ 32.40	C	\$ 0.32			\$ -			\$ -	\$ 4.11
1G PLASTIC DUPLEX RECPT	17.00	\$ 89.70	C	\$ 15.25			\$ -			\$ -	\$ 69.91
4/S INDUSTRIAL RAISED DPLX COVER	1.00	\$ 258.13	C	\$ 2.58			\$ -			\$ -	\$ 4.11
L6-30R	1.00	\$ 54.25	E	\$ 54.25			\$ -			\$ -	\$ 16.45
DUPLEX RECPT 5-20R	18.00	\$ 8.55	E	\$ 153.90			\$ -			\$ -	\$ 222.08
DUPLEX USB RECPT 5-20R	1.00	\$ 31.25	E	\$ 31.25			\$ -			\$ -	\$ 14.39
5-20P	1.00	\$ 14.95	E	\$ 14.95			\$ -			\$ -	\$ 20.56
4/S 2-1/8DP BOX	23.00	\$ 1,898.84	C	\$ 436.73			\$ -			\$ -	\$ 283.76
4/S BLANK COVER	3.00	\$ 90.19	C	\$ 2.71			\$ -			\$ -	\$ 9.87
4/S 1G 5/8 PLASTER RING	19.00	\$ 258.01	C	\$ 49.02			\$ -			\$ -	\$ 117.21
4-11/16 1-1/2DP BOX	31.00	\$ 3,494.24	C	\$ 1,083.21			\$ -			\$ -	\$ 382.46
4-11/16 1G PLASTER RING	31.00	\$ 554.36	C	\$ 171.85			\$ -			\$ -	\$ 191.23
#12 CU GROUND SCREW	21.00	\$ 384.80	C	\$ 80.81			\$ -			\$ -	\$ 77.73



1" FLOOR SLEEVE	1.00	\$ 1.00	E	\$ 1.00			\$ -			\$ -	\$ 21.39
3/4" WALL SLEEVE	24.00	\$ 1.00	E	\$ 24.00			\$ -			\$ -	\$ 296.10
3/4" CORE DRILL	24.00	\$ 5.00	E	\$ 120.00			\$ -			\$ -	\$ 987.00
3/4" GREENFIELD FLEX	5.00	\$ 4.00	E	\$ 20.00			\$ -			\$ -	\$ 15.42
JET LINE STRING	64.00	\$ 81.59	M	\$ 5.22			\$ -			\$ -	\$ 13.16
3/4" SLIP-ON BUSHING	1.00	\$ 9.30	C	\$ 0.09			\$ -			\$ -	\$ 0.08
1" SLIP-ON BUSHING	24.00	\$ 32.84	C	\$ 7.88			\$ -			\$ -	\$ 1.97
1-1/4" SLIP-ON BUSHING	4.00	\$ 58.63	C	\$ 2.35			\$ -			\$ -	\$ 0.33
ADHESIVE LABELS FOR DEVICES	21.00	\$ 0.05	E	\$ 1.05			\$ -			\$ -	\$ 17.27
2G FLOOR BOX	1.00	\$ 700.00	E	\$ 700.00			\$ -			\$ -	\$ 164.50
CLASS 2 LV DIMMING CABLE	90.00	\$ 214.97	M	\$ 19.35			\$ -			\$ -	\$ 37.01
FIXTURE TYPE "L3"	1.00	\$ -	Q	\$ -			\$ -			\$ -	\$ 47.29
FIXTURE TYPE "L3E"	1.00	\$ -	Q	\$ -			\$ -			\$ -	\$ 47.29
SD LV DIMMER SWITCH	1.00	\$ -	Q	\$ -			\$ -			\$ -	\$ 14.81
CEILING MTD DUAL TECH SENSOR	1.00	\$ -	Q	\$ -			\$ -			\$ -	\$ 20.56
PPD POWER PACK	1.00	\$ -	Q	\$ -			\$ -			\$ -	\$ 30.84
LIGHTING/CONTROLS QUOTE	1.00	\$ 1,148.00	E	\$ 1,148.00			\$ -			\$ -	\$ -
20A/3P CB ADD TO PANEL SCLU	1.00	\$ 42.22	E	\$ 42.22			\$ -			\$ -	\$ 123.38
20A/1P CB ADD TO PANEL SCLUD	1.00	\$ 18.26	E	\$ 18.26			\$ -			\$ -	\$ 41.13
30A/2P CB ADD TO PANEL SCLUD	1.00	\$ 130.59	E	\$ 130.59			\$ -			\$ -	\$ 82.25
DEMO ORIGINAL WORK INSTALLED	1.00	\$ -	X	\$ -			\$ -			\$ -	\$ 2,632.00
STRUCT CABLING - SUPERNOVA QUOTE	1.00	\$ -	X	\$ -	\$ 9,055.00	E	\$ 9,055.00			\$ -	\$ -
SPECIAL SYSTEMS - ESD QUOTE	1.00	\$ -	X	\$ -	\$ 14,220.00	E	\$ 14,220.00			\$ -	\$ -
				\$ -			\$ -			\$ -	\$ -
Subtotals				\$ 10,683.34			\$ 23,275.00			\$ -	\$ 14,193.37
Sales Tax										\$ -	

Subtotal Material	\$ 10,683.34
Plus 25% Material	\$ 2,670.83
<b>Total Material</b>	<b>\$ 13,354.17</b>
Subtotal Sub-Contractor Work	\$ 23,275.00
Plus 5% Labor	\$ 1,163.75
<b>Total Sub-Contractor Work</b>	<b>\$ 24,438.75</b>
Subtotal Equipment and Tax	\$ -
Plus 15% Equipment	\$ -
<b>Total Equipment</b>	<b>\$ -</b>
Subtotal Labor	\$ 14,193.37
Plus 25% Labor	\$ 3,548.34
<b>Total Labor</b>	<b>\$ 17,741.71</b>
<b>Total Change Order Cost</b>	<b>\$ 55,535.00</b>





500 E. Beaumont  
P.O. Box 2973  
McAllen, Texas 78502  
956-686-2711  
956-213-1835

September 27, 2023      Revised

Bid To:  
**Metro Electric, Inc.**  
1901 Industrial Drive  
McAllen, TX 78504  
t: (956) 686-2323  
f: (956) 686-2406

**Dear Derek Gerdes,**

Bid For:  
Veterans International Bridge  
Vehicle Inspection and Modification Non-Commercial

Project Location:  
3310 S. Expressway  
77 Brownsville, Tx 78520

## Architectural Supplement Instruction 002

SHEET FA-101				
QTY	DESCRIPTION	EQUIPMENT COST	EXTENDED EQUIPMENT	LABOR
3	A. ADDED FIRE ALARM AUDIO VISUAL DEVICES	\$ 305.00	\$ 915.00	\$ 900.00
1	B. CAD OPERATOR AND FIELD COORDINATION	\$ -	\$ -	\$ 4,800.00
1	C. CABLING	\$ 875.00	\$ 875.00	\$ 2,400.00
SHEET TY-101				\$ -
1	INTERIOR CAMERA LABOR ONLY OFCI	\$ -	\$ -	\$ 300.00
1	CAMERA CABLING	\$ 385.00	\$ 385.00	\$ 600.00
1	LOUROE MICROPHONE LABOR ONLY OFCI	\$ -	\$ -	\$ 300.00
1	CABLING FOR MICROPHONE	\$ 345.00	\$ 345.00	\$ 600.00
28	DELTA 5 IF-PX AND MIXERS OWNER FURNISHED RFI CLARIFICATION		\$ -	\$ 2,400.00
	EMAIL FROM SPAWGLASS DATED 09/27/2023 8:49AM			
		Material and Labor Break Out	\$ 2,520.00	\$ 12,300.00
		Total Change Order ASI No.02	\$ 14,220.00	



We are excluding the following:

- LPRSOW03-29-23
- OITSOW 03-28-23
- Payment and Performance Bond is not included. (Available at 3% of total)
- Smoke Management System
- Smoke Evacuation and Smoke Control Systems
- All door hardware including Magnetic locks, electric strikes, electrified door hardware (crash bars) and power supplies.
- All conduit, generic back boxes, cable tray, wall penetration and fire-proof sealing, trenching and underground conduit.
- 110-volt power on dedicated breakers.
- 110-volt power for ESS on facility emergency power (generator) circuits.
- Payment, taxes, and performance bonds are not included in the base price.
- All Cutting, Patching and Painting
- ESD does not include pricing for "BIM" or 3d Modeling that may be required for this project.
- Any changes or additions to the scope of work or the bill of materials shall be executed in writing as change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- ESD has not included pricing for participation in a composite cleaning crew.
- All core holes, conduits poke through devices, raised floor boxes, plywood backboards.
- New Ceiling tiles if required will be provided by others.
- All PLC Controls and Integration
- Intercom/ Paging Systems
- Telephone/ Radio System
- All of Section G. Security Electronics from the Technical Design Guidelines
- All of CATV
- Touchscreen Control Stations and Software
- Cable Trays
- Workstations and servers for EPACS owner provided.
- All Vicon Equipment and Licenses
- All Cisco Equipment including Network Switches and Licenses
- All Microphone Equipment Licenses
- All Motorola
- All Manufacturer's Warranty On Equipment provided by others
- Land Telco Rack

**Note: PACS Integration:**

If necessary to integrate the PACS into the Federal Bridge, the following rates will apply:

Professional Services System Engineer (Certified by the Secure Technology Alliance as a Certified System Engineer ICAM PACS)

- Identiv GSA Price \$244.33 per hour (Professional services by CSEIP Certified Staff for system installation, on site configuration, commissioning, documentation, and acceptance tests.)
- GSA Federal Per Diem rates for Hotel and Meals for the location.

**Equipment Delays:**

The communications industry is currently experiencing volatile price increases and unusually long lead times on cabling, metal accessories and electronic equipment. Due to the rapidly changing conditions of the industry, ESD is only able to guarantee our pricing for 30 Days. If a decision is made after the 30 days ESD would require an opportunity to re-evaluate the pricing and make any price adjustments. Additionally, although we will make our best effort to meet all requested time commitments, we are currently subject to supply chain delays which may impact the project schedule.

**Note:**

This SOW and project proposal contains specific proprietary information and intellectual property. It may not be distributed to other parties outside of appropriate owner representatives without prior written authorization by ESD.

**Acceptance of Proposal**

We agree to the above system design and the terms listed below and authorize ESD to begin work. We also agree to sign a commercial sales agreement. Note: Customer to provide 120 vac @ control panels & provide conduit and back boxes as required. No allowances or bid bonds provided with this estimate. All work is estimated from an 8:00AM to 5:00PM regular business day Mon- thru Friday. The industry is experiencing long lead times on many products and availability is subject to change at any time therefore project schedule may be impacted.



Scope of work Change Time Extension:

The additional work would require a 35-day time extension from the acceptance of this proposal.

Estimate is valid for 30 days.

Payment Method: Progressive Draws

Authorization

Date

---

If you need further information, please feel free to contact me.

Ramiro Pecina  
Project Manger  
Electronic System Design of Texas  
956-213-1835  
956-793-9771 Mobile  
[ramiro@esdtx.com](mailto:ramiro@esdtx.com)  
[www.esdtx.com](http://www.esdtx.com)





Ph/Fax (956) 685-5329

P. O. Box 4347  
McAllen, TX 78502**PANDUIT®****VALCOM****LEVITON®****COMMSCOPE®**

Account Name Metro Electric  
 Bill To 1901 Industrial Drive  
 McAllen, TX 78504  
 United States

Created Date 8/30/2023  
 Quote Number 00000186  
 Opportunity Name Metro. Veterans Bridge Expansion.

Contact Name Derek Gerdes

Quantity	Product	Sales Price	Total Price
1.00	Installation Materials - Non-Taxable	\$5,433.00	\$5,433.00
1.00	Installation Services - Non-Taxable	\$3,622.00	\$3,622.00

Notes	SCOPE OF WORK:	Subtotal	\$9,055.00
	PRICE FOR ASI # 2	Total Price	\$9,055.00
1) Add 8 data cables for monitors at NII Command Video Wall		Tax	\$0.00
2) Provide Chief wall mounts for video wall (8)		Grand Total	\$9,055.00
3) Add Rack to LAN Room 115			
4) Delete data from west wall Command Center 101			
5) Add data drops per plan E311 (10)			
	REMARKS:		
	a) Video Monitors not included in price		
	b) Sales Tax not included.		

FOB MCALLEN, TX  
 Abryl Rodriguez, RCDD  
 abrylr@supernovastore.com  
 www.supernovastore.com

NETWORK DIVISION  
*Structured Cabling. Telephone Systems. Audio/Video.  
 Intecom/Paging Systems. Information Technology. Design  
 Services*

Customer Acceptance





10942 Wye Drive. Ste#203. San Antonio, TX 78217  
937 Reinli St. Ste #007B. Austin, TX 78751

*"The Concrete Floor Experts"*

P: (210) 663-4399, e-mail: [williamgutierrez25@gmail.com](mailto:williamgutierrez25@gmail.com)

## CO2 ASI #02 Proposal for the Veterans Bridge POV Expansion project, in Brownsville, Texas.

06/29/ 2022

**A) Mission Statement:** "Provide superior quality service to the construction market offering the best value on decorative and functional concrete flooring systems. Emphasis is given to continuous and extensive training to all our staff, obtaining top certifications in the industry, and excelling through productive and creative corporate values. It is our commitment to be "The Concrete Floor Experts" delivering competitive prices and high-quality concrete flooring installations, and at the same time enhancing the care of a green environment. The result we strive to achieve is complete satisfaction for our staff, our clientele, and the communities in which we live."

**B) Quality of Vendors Services/ Equipment:** Modern Day Concrete uses the proper equipment and technology according to the highest standards of the industry. The materials used on floors are top quality chemicals that follow strict specifications and adhere to manufacture recommendations.

**C) Modern Day Concrete's experience in large projects:** Large Retailers, Government and Military Bases. Commercial and Industrial Warehouses such as (Caterpillar, UPS, Amazon, and projects throughout the United States.) Modern Day Concrete has gone through extensive vetting processes with multiple General Contracting Firms and are familiar with all stipulations required on working major jobsites.

### D)BASE BID:

LABOR: 30 hrs \* \$13.5/hr = \$405.00 + 80% (\$324.00)= \$729.00  
MATERIALS: 342 SF \* \$1.31 = \$448.02 + 25% (\$111.05) = \$559.07  
EQUIPMENT: 1 LS \$292.99 = \$292.99 + 15% (43.94) = \$336.93  
  
TOTAL: \$1,625.00

**Polish Concrete Flooring System:** Using proper Planetary Grinders/Polishing machines, starting at a 50 Hybrid Metal/Resin and following the polishing process to finish off at 800 Resin polish. Applying Prosoco Consolideck Lithium Silicate Densifier, Prosoco Consolideck Grind N Fill, and Prosoco Consolideck Lithium Silicate Hardener/Sealer during the polishing process and finishing off with a diamond encrusted burnishing 800 grit pad attached to a propane buffer to emulsify hardener into concrete is \$4.75 Sq. Ft. Total Area is 342 sq. ft. Following Specification Lump sum for Polish Concrete Flooring System is an additoinal

\$1,625.00

Excludes Night and Weekend Work

Excludes Resinous Floorirng Sloping to Drain, will take on pitch of the concrete

Excludes Multiple Mobilizations

Excludes Areas being Broken up

Excludes Divot Repair and Control Joints for Sealed and Polished Concrete

Line items are for Cost transparency and typically not needed for projects that have been previously visted during a site walk and or Items that are requested not to be in base bid. (if needed not included):





10942 Wye Drive. Ste#203. San Antonio, TX 78217  
937 Reinli St. Ste #007B. Austin, TX 78751

***"The Concrete Floor Experts"***

- **Construction / Expansion Joint Fillers:** if needed is \$3.75 L. Ft. (Depending on total Length of Joints) **excluded**
- **Expose aggregate – additional grinds to expose aggregate - \$1.95 per sq. ft. for each additional grind - excluded** (Depends on sq. ft. and level of Class of Exposure)
- **Stain the concrete – install dye during the polishing/Epoxy process - \$1.00 per sq. ft. - (Depends on sq. ft. area) excluded**
- **Board Floor Protection:** coverage of floors after installation to protect against wear and tear from other trades is **\$0.50 per Sq. Ft. excluded**
- **Mobilizations required:** if the job scheduling is stopped during the process of work and MDC cannot do it all at on a agreed mobilization the charge will be included based on sections and manhours per mobilization **excluded**

**F) Certifications:** Modern Day Concrete has been fully certified from different National Institutions as an approved installer of Polished, Stained or Sealed concrete floors (NAICS-238390), as well as Epoxy Application Contractors (NAICS- 238190). **Polish Concrete and Sealed Concrete Certifications: Consolideck/Prosoco, Ashford Formula, Laticrete L&M, Scofield, Retro Plate, Euclid Diamond Hard, Ameripolish Resinous Flooring: General Polymer/Sherwin Williams, Key Resins, West Coat, Lone Star Coatings, BASF, Sika, Laticrete Sparta Coat, Dex O Tex Cementitious Overlays and Joint/Divot Filler: Metzger McGuire, Seal Boss, Euclid, Rapid Set, Mapai, Ardex.** among other top companies on our scopes. These certificates are available upon request. MDC has also been certified by the **South-Central Texas Regional Certification Agency as a Small Company, Hispanic/Minority Enterprise, Woman Owned and Historically Underutilized Business (\*ESBE, HABE, MBE, SBE, HUB).** Certification #: 216053008.

**F) Terms & Conditions:** Modern Day Concrete is a Polished Concrete & Epoxy Installer. In this capacity we take pre-existing concrete and turn them into a architectural finish floor product. Modern Day Concrete can not be responsible for material issues, finishing issues or construction issues that happen outside of our work. Modern Day Concrete will make all reasonable attempts to rectify any situations we come across and make them as acceptable as possible, but if major additional work is required Modern Day Concrete will require a change order detailing this repair and the associated costs. Some of the common issues with new construction concrete that Modern Day Concrete will not take responsibility for are spalled or broken control or tension joints; Chips or holes in the concrete; Air voids in the concrete; Finish work that is inconsistent resulting in a change in color acceptance; Acid spills or anything else that etches the concrete; Oil or Hydraulic fluid leaks that permanently stain the concrete; Cracks in the concrete. If any of these issues are present Modern Day Concrete will attempt to address them to the best of our ability but cannot offer a guarantee of any repair being consistent with the remaining area of the surface. If floor protection is added to our contract amount we will provide this product at cost to assist in protecting the job, if floor protection is excluded from contract then Modern Day Concrete will present a floor finish sign off sheet and pictures of finish floor after completion. Modern Day Concrete will not take responsibility for damaged floor after floor has been installed.

**G) Warranty and related factors:**

**Labor:** For a period of (1) Year commencing on the date of Substantial Completion. Any defect in labor, will be repaired at no cost to the owner. This contractor shall be notified in writing, of any defects prior to the (1) Year from the date of Substantial Completion at which time the warranty expires.





10942 Wye Drive. Ste#203. San Antonio, TX 78217  
937 Reinli St. Ste #007B. Austin, TX 78751

***"The Concrete Floor Experts"***

**Material:** For a period of one (1) year from the date of Substantial Completion. Any defective Material will be, at this contractor's option, replaced or repaired at no cost to the owner. This contractor shall be notified in writing, of any defects prior to one (1) year from the date of Substantial Completion, at which time the warranty expires.

After the period of (1) Year labor for the removal and installation and accordingly after the period of one (1) year replacement of any defective parts will be at the owner's expense.

The above warranty does not cover additional owner instruction, set-up or adjustment. Likewise, this warranty does not cover normal wear and tear, moisture issues, cosmetic damage or damage caused by acts of nature, accidents, negligence, misuse, abuse or lack of routine maintenance, or modification to any part of the flooring system, by anyone other than Modern Day Concrete.

**G) These prices are valid** for 3 months. After that, the prices may be adjusted if necessary.

**H) Payment Terms: Residential:** is required to pay half down and the other half when the job is walked and signed off on.

**Commercial:** Modern Day Concrete works on a net (30) day payment term. At net (45) days Modern Day Concrete will send out.

**William Gutierrez /Director of Sales**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**AIA**  
San Antonio  
Affiliate Member



EUCLID CHEMICAL



We create chemistry



***"The Concrete Floor Experts"***



CODES: 9000-5004



**RM Walsdorf, Inc**

**10155 Old SH 48**

**Brownsville, TX 78521**

**P(956) 831-3984 F(956) 831-4923**

August 30, 2023  
John Lairsen  
Project Manager  
Spawglass

Re: Roof Drain Tie in

Mr. Lairsen

R.M. Walsdorf is pleased to provide pricing for the following scope of work:

Install 2x2 J-Box with solid top.

Install 8" SDR 26 from J-Box to existing 12" PVC.

Connect with 8" Inserta "T"

Install 12" 90 on west end of existing PVC for connection of downspout (by others)

Labor/Overhead/Equipment: \$7,546.50

Materials: \$3,309.20

Total: \$10,855.70

Respectfully,

Richard Ocanas  
Vice President  
RM Walsdorf, Inc.





WESTLAND EQUIPMENT & SUPPLIES LLC  
 13611 WESTLAND BLVD EAST  
 HOUSTON TX, USA 77041  
 281-802-1875  
 PAYABLES@WESEQ.COM

## RENTAL QUOTATION: 1159

**BILL TO:**  
**SPAWGLASS CONTRACTORS, INC.**  
 9331 CORPORATE DRIVE  
 SELMA TX 78154  
 UNITED STATES

**SHIP TO:** [SITE #: 30-3]  
**SG SOUTH TEXAS OVERHEAD**  
 3008 W. SPUR 54  
 HARLINGEN TX 78552

**CUSTOMER #:** SPC002  
**BILLING TEL:** 210-651-9000  
**SITE TEL:**  
**SALESMAN:** CHANCE PITTS  
**CUSTOMER PO:** PENDING

DELIVERY AND PICKUP

TERMS: NET 30

RENTAL#	QTY	DESCRIPTION	EXTENDED AMT
RR9090	1.00	26' SCISSOR LIFT	\$757.00

DAILY: \$200.00 WEEKLY: \$468.00 MONTHLY: \$757.00

DATE OUT: JUN 05/23 12:00PM DATE DUE: JUN 12/23 12:00PM

RENTAL PERIOD: 1 WEEK(S)

**SUBTOTAL RENTALS: \$757.00**

SERVICES#	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
PPT	1.00	PROPERTY TAX	\$0.00	\$0.00
4500	1.00	DELIVERY	\$180.00	\$180.00
4501	1.00	PICKUP	\$180.00	\$180.00

**SUBTOTAL SERVICES: \$360.00**

TAXES	TAXABLE	AMOUNT
TX	\$1,117.00	\$69.81
HARLINGEN	\$1,117.00	\$22.34

**SUBTOTAL TAXES: \$92.15**

**DAMAGE WAIVER HAS BEEN DECLINED**

**GRAND TOTAL: \$1,209.15**

I, the undersigned renter, specifically acknowledge that I have received and understand the instructions regarding the use and operation of the rented equipment.

Renter further acknowledges that he has read and fully understands the within rental equipment contract and agrees to be bound by all of the terms, conditions and provisions hereof. Renter acknowledges that he has received a true and correct copy of this agreement at the time of execution hereof.

X

SIGNATURE

PRINT NAME



Home > Gardall FB1212 UL Burglary-Rated 1 Hour Fire Safe



Click to expand

# GARDALL FB1212 UL BURGLARY-RATED 1 HOUR FIRE SAFE

by Gardall

SKU FB1212-2T-CL

\$1,499.00

Availability: Low stock

- Free Outside Shipping
- No Sales Tax
- Lowest Prices Online



Sep 28  
Ordered



Sep 29 - Oct 01  
Order Ready

Lock  
Combination Lock

Quantity

-

1

+

Add to cart

Buy with G Pay

More payment options

## DESCRIPTION

### Gardall FB1212 UL Burglary-Rated 1 Hour Fire Safe

The Gardall FB1212 Burglary-Rated 1-Hour Fire Safe is your smart and cost-effective choice for safeguarding your most valuable possessions in your home. This safe is your ticket to unparalleled peace of mind when protecting your cherished belongings. It is compact and will fit perfectly in closets and other small spaces with outside dimensions of 17.75" high by 17.75" wide by 20.50" deep. With one cubic foot of interior space, it offers a substantial storage capacity at a remarkably reasonable price.

Here are some of the features that set this safe apart:

**Fire Protection:** The Gardall FB1212 has a KIS Class 350 1-Hour Fire label, assuring you of fire protection that can withstand extreme heat and flames.

**Burglar Protection:** Besides its fire labels, this burglar fire safe proudly carries the U.L. Residential Security Container (RSC) label, a testament to its formidable resistance against most home burglary attempts. This certification makes it one of the most dependable and cost-effective Burglar Fire Safes.

**Exceptional Features:** This safe utilizes a composite material, high-density concrete, to create an impenetrable barrier against fire and theft. Its 2" thick doors and 3" thick body reinforce its resilience. The independent re-locking system, a feature found in top-tier jewelry safes, enhances its security. The safe also features a UL Group II dial combination lock, or you can upgrade to a key locking dial, Securam Basic Digital Lock, or S&G Multi-User Digital Lock. A three-spoke chrome-plated vault-like handle controls the 1-1/4" chrome bolts for easy opening and closing.

**Easy Installation:** A center bolt-down anchoring system with bolt-down hardware helps streamline installation. The safe includes one adjustable shelf to help you organize your valuables efficiently.

Elevate your home security with the Gardall FB1212 UL Burglary-Rated 1-Hour Fire Safe, a top-value that combines burglary and fire protection. For any questions about this safe or others, don't hesitate to contact our knowledgeable safe experts at 800-207-2259. Your peace of mind is our priority.

## SPECIFICATIONS

## STANDARD FEATURES

## WARRANTY

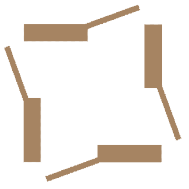
Share this:



SG: PER COMMUNICATION WITH GARDALL, THIS IS THE MODEL THAT THEY COULD PROVIDE WITH THE INFORMATION PROVIDED ON FURNITURE SCHEDULE.

THIS WOULD BE FOR SF1 & SF2






Quote Presented By: Mike Schiller

*Please See Important Terms & Conditions***Quote To:****Company:** SpawGlass**Contact:** Carolina Cadengo**Address:****Phone:** 956-412-9880

San Antonio TX


### 13880MS- Los Tomates GSA Match Quote

#### 100 COMMAND CENTER

Item	Qty.	Product	Price Unit	Price Extended
1	2	<b>DROP-10</b>		
		<b>MAGNUSON GROUP</b>		
		Metal Waste Bin with Stainless Bag Ring	List: \$485.00	\$970.00
		Finish Color WH Textured White	Client Sell: \$315.25	\$630.50
				
2	8	<b>4R32-25C-38A</b>		
		<b>VIA SEATING</b>		
		Riva mesh mid back large C seat, swivel tilt, basic arm.	List: \$1,294.00	\$10,352.00
			Client Sell: \$573.24	\$4,585.92
		Choose your textile grade. GR-B Grade B textile.		
		Grade B textile. WHISPER In stock Spradling Whisper vinyl.		
		In Stock QS colorways. QSBLOCK QS Whisper Black.		
		Select your swivel base finish. 18BB Standard black base.		
		CASTERS OR GLIDES 16HP Standard black soft/carpeted floor casters.		
		Do you want to add safety-brake casters? ~ Standard casters.		
		Mesh guards are standard. 11MG Standard mesh guards included.		
		Do you want a fixed back? ~ Standard adjustable height back.		
		Color of mesh selection. 01H black mesh -01H		
		Do you want to add adjustable arm width? 19AB Adjustable arm width bracket +2".		
		Arm caps selection. 6 #6 arm cap		
		How do you want to receive your chair? 9FA Ships 95% assembled. No tools required (standard).		
<b>Client Pricing Subtotal:</b>				<b>\$5,216.42</b>




**102 CASHIER OFFICE**

Item	Qty.	Product		Price Unit	Price Extended	
3	1	4R32-25C-38A	VIA SEATING	List:	\$1,294.00	\$1,294.00
		Riva mesh mid back large C seat, swivel tilt, basic arm.		Client Sell:	\$573.24	\$573.24
		Choose your textile grade.	GR-B	Grade B textile.		
		Grade B textile.	WHISPER	In stock Spradling Whisper vinyl.		
		In Stock QS colorways.	QSBLACK	QS Whisper Black.		
		Select your swivel base finish.	18BB	Standard black base.		
		CASTERS OR GLIDES	16HP	Standard black soft/carpeted floor casters.		
		Do you want to add safety-brake casters?	~	Standard casters.		
		Mesh guards are standard.	11MG	Standard mesh guards included.		
		Do you want a fixed back?	~	Standard adjustable height back.		
		Color of mesh selection.	01H	black mesh -01H		
		Do you want to add adjustable arm width?	19AB	Adjustable arm width bracket +2".		
		Arm caps selection.	6	#6 arm cap		
	How do you want to receive your chair?	9FA	Ships 95% assembled. No tools required (standard).			
Client Pricing Subtotal:					\$573.24	

**102 CASHIER OFFICER**

Item	Qty.	Product			Price Unit	Price Extended	
4	1	DROP-10	MAGNUSON GROUP		List:	\$485.00	\$485.00
		Metal Waste Bin with Stainless Bag Ring			Client Sell:	\$315.25	\$315.25
		Finish Color	WH	Textured White			
Client Pricing Subtotal:							\$315.25

**103 SOFT INT. RM.**

Item	Qty.	Product		Price Unit	Price Extended	
5	1	4R32-25C-38A	VIA SEATING	List:	\$1,294.00	\$1,294.00
		Riva mesh mid back large C seat, swivel tilt, basic arm.		Client Sell:	\$573.24	\$573.24
		Choose your textile grade.	GR-B	Grade B textile.		
		Grade B textile.	WHISPER	In stock Spradling Whisper vinyl.		
		In Stock QS colorways.	QSBLACK	QS Whisper Black.		
		Select your swivel base finish.	18BB	Standard black base.		
		CASTERS OR GLIDES	16HP	Standard black soft/carpeted floor casters.		
		Do you want to add safety-brake casters?	~	Standard casters.		
		Mesh guards are standard.	11MG	Standard mesh guards included.		
		Do you want a fixed back?	~	Standard adjustable height back.		
		Color of mesh selection.	01H	black mesh -01H		
		Do you want to add adjustable arm width?	19AB	Adjustable arm width bracket +2".		
		Arm caps selection.	6	#6 arm cap		
		How do you want to receive your chair?	9FA	Ships 95% assembled. No tools required (standard).		
	Client Pricing Subtotal:					\$573.24

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470



**104 CASHIER POSITIONS**

<i>Item</i>	<i>Qty.</i>	<i>Product</i>	<i>Price Unit</i>	<i>Price Extended</i>
6	4	<b>4R22-35C-38A</b>		
		<b>VIA SEATING</b>		
		Riva mesh mid back medium B seat stool, basic arm.	<i>List:</i> \$1,464.00	\$5,856.00
			<i>Client Sell:</i> \$648.55	\$2,594.20
		Choose your textile grade. GR-B Grade B textile. In Stock QS colorways. Select your swivel base finish. CASTERS OR GLIDES Do you want to add safety-brake casters? Mesh guards are standard. Do you want a fixed back? Color of mesh selection. Select your stool kit height. Do you want to add adjustable arm width? Arm caps selection. How do you want to receive your chair?	WHISPER QSBLACK 18BB 16HP ~ 11MG ~ 01H 11DR 19AB 6 9FA	Grade B textile. In stock Spradling Whisper vinyl. QS Whisper Black. Standard black base. Standard black soft/carpeted floor casters. Standard casters. Standard mesh guards included. Standard adjustable height back. black mesh -01H Tall stool kit with foot ring and a 7" travel. Adjustable arm width bracket +2". #6 arm cap Ships 95% assembled. No tools required (standard).
			<b>Client Pricing Subtotal:</b>	\$2,594.20

**105 PUBLIC WAITING**

<i>Item</i>	<i>Qty.</i>	<i>Product</i>	<i>Price Unit</i>	<i>Price Extended</i>
7	22	<b>LS1101</b>		
		<b>LESRO</b>		
		Lenox Steel, Guest Chair	<i>List:</i> \$671.00	\$14,762.00
			<i>Client Sell:</i> \$268.13	\$5,898.86
8	20	<b>UV0090</b>		
		<b>LESRO</b>		
		Ganging Brackets Universal - Set of 2	<i>List:</i> \$41.00	\$820.00
			<i>Client Sell:</i> \$16.24	\$324.80
			<b>Client Pricing Subtotal:</b>	\$6,223.66


**118 REMP SEIZED PROP STOR.**

<i>Item</i>	<i>Qty.</i>	<i>Product</i>	<i>Price Unit</i>	<i>Price Extended</i>
9	1	<b>ELN-772-0115</b>		
		<b>FASCO</b>		
		Steel Evidence Locker, No Pass Thru	<i>Client Sell:</i> \$9,400.00	\$9,400.00
			<b>Client Pricing Subtotal:</b>	\$9,400.00

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470




**118 TEMP SEIZED PROP STORAGE**

Item	Qty.	Product			Price Unit	Price Extended
10	1	<b>25-201</b>	<b>GLOBAL FURNITURE GROUP (USA)</b>	List:	\$449.00	\$449.00
		25"d x 15.15"w x 29"h, 2 Drawer - Letter Size, Lock, 2500 SERIES, UNIVERSAL FILING		Client Sell:	\$193.07	\$193.07
		 ^Metal File Case & Storage Front Paint Finishes ~STD Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes) ^Global Standard Paint Finishes {20} ~GLO Global Standard Colors Global Standard Colors {F1} BLK 1-Black Keys {40} W402 C-Keyed For Lock #W402 Commercial or GSA Offering ~GSA GSA On-Schedule Product Offering - Price Zone 3 Required				
<b>Client Pricing Subtotal:</b>						\$193.07

**126 CBP AG LAB**

Item	Qty.	Product			Price Unit	Price Extended
11	1		<b>Global Industrial</b>	Client Sell:	\$1,395.00	\$1,395.00
		Two Door Unit, Hazardous Chemical Cabinet				

12	1	<b>4R32-25C-38A</b>	<b>VIA SEATING</b>	List:	\$1,294.00	\$1,294.00
		Riva mesh mid back large C seat, swivel tilt, basic arm.		Client Sell:	\$573.24	\$573.24
		 Choose your textile grade. GR-B Grade B textile. Grade B textile. WHISPER In stock Spradling Whisper vinyl. In Stock QS colorways. QSBLACK QS Whisper Black. Select your swivel base finish. 18BB Standard black base. CASTERS OR GLIDES 16HP Standard black soft/carpeted floor casters. Do you want to add safety-brake casters? ~ Standard casters. Mesh guards are standard. 11MG Standard mesh guards included. Do you want a fixed back? ~ Standard adjustable height back. Color of mesh selection. 01H black mesh -01H Do you want to add adjustable arm width? 19AB Adjustable arm width bracket +2". Arm caps selection. 6 #6 arm cap How do you want to receive your chair? 9FA Ships 95% assembled. No tools required (standard).				
<b>Client Pricing Subtotal:</b>						\$1,968.24

**127 AG LAB OFFICE**

Item	Qty.	Product			Price Unit	Price Extended
13	1	<b>DROP-10</b>	<b>MAGNUSON GROUP</b>	List:	\$485.00	\$485.00
		Metal Waste Bin with Stainless Bag Ring		Client Sell:	\$315.25	\$315.25
		 Finish Color WH Textured White				

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
 Main: 210-366-4414 | Fax:210-366-2470




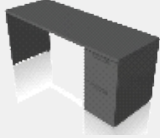
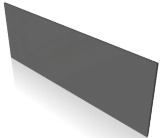


# CODES: 9000-5004

14	1	<b>BLDD48</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$440.00	\$440.00
		Linear LED Light, 48"w		<i>Client Sell:</i>	\$145.20	\$145.20
		Light Option	0 Standard			
		Mounting Option	S Standard			
		Optional Features	0 Light Only			
		Country of Installation	A Canada/ U.S.A.			
		Finish	AC Clear Anodized			
15	1	<b>BMHCL156637</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$1,433.00	\$1,433.00
		Standard Hutch - Solid Hinged Doors, 15"d x 66"w x 37"h (1-3/16")		<i>Client Sell:</i>	\$472.89	\$472.89
		Door Front Finish	~S Source Laminate			
		Source Laminate	3A Mercurial Walnut			
		Edge Trim Finish	4A Mercurial Walnut			
		Case Finish	3A Mercurial Walnut			
		Shelf and Hardware Finish	~Mica Mica Colors			
		Mica Colors	7 Platinum (Satin)			
		Key Style	K Key Alike			
16	1	<b>BMHT1566</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$520.00	\$520.00
		Top for Hutch, 15"d x 66"w (1-3/16")		<i>Client Sell:</i>	\$171.60	\$171.60
		Finish	~A Foundation Laminate			
		Foundation Laminate	2A Mercurial Walnut			
		Edge Trim Style	6 Straight Trim			
		Edge Trim Finish	4A Mercurial Walnut			
17	1	<b>BMRHC92442</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$941.00	\$941.00
		Cross Grain Rectangular Desk - Half Gables, Wall Access Modesty, 24"d x 42"w (1-3/16")		<i>Client Sell:</i>	\$310.53	\$310.53
		Worksurface Finish	~A Foundation Laminate			
		Foundation Laminate	2A Mercurial Walnut			
		Edge Trim Style	6 Straight Trim			
		Edge Trim Finish	4A Mercurial Walnut			
		Gable and Modesty Finish	3A Mercurial Walnut			
		Hardware Finish	~Mica Mica Colors			
		Mica Colors	7 Platinum (Satin)			
18	1	<b>BMSCBS3066EL</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$2,052.00	\$2,052.00
		Convex Desk with Single Pedestal, 30"d x 66"w, Elliptical Grommet, Storage Left (1-3/16")		<i>Client Sell:</i>	\$677.16	\$677.16
		Worksurface Finish	~A Foundation Laminate			
		Foundation Laminate	2A Mercurial Walnut			
		Edge Trim Style	6 Straight Trim			
		Edge Trim Finish	4A Mercurial Walnut			
		Drawer Front Finish	~SrcLam Source Laminate			
		Source Laminate	3A Mercurial Walnut			
		Case, Gable and Modesty Panel Finish	3A Mercurial Walnut			
		Pull Style	9 Rectilinear			
		Hardware and Pull Finish	~Mica Mica Colors			
		Mica Colors	7 Platinum (Satin)			
		Grommet Finish	~Ellip Elliptical Grommet			
		Grommet Finish	~Source Source Laminate			
		Source Grommet (Wood prints)	3A Mercurial Walnut			
		Key Style	K Key Alike			

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470



# CODES: 9000-5004

19	1	<b>DWSTK2424</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	<del>\$299.00</del>	\$299.00
		Top for Solid Storage, 24"d x 24"w (1-3/16")		<i>Client Sell:</i>	\$98.67	\$98.67
		Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
20	1	<b>BMZUF92466ER</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$1,851.00	\$1,851.00
		Credenza w Sgle Pedestal - File/File, Wall Access, 24"d x 66"w, Ellip. Gromm., Stor. Right (1-3/16")		<i>Client Sell:</i>	\$610.83	\$610.83
		Worksurface Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
		Drawer Front Finish	~SrcLam	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Case, Modesty Panel and Gable Finish	3A	Mercurial Walnut		
		Pull Style	9	Rectilinear		
		Hardware and Pull Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Grommet Finish	~Ellip	Elliptical Grommet		
		Grommet Finish	~Source	Source Laminate		
		Source Grommet (Wood prints)	3A	Mercurial Walnut		
		Key Style	K	Key Alike		
21	1	<b>BOTB2166</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$180.00	\$180.00
		Tackboard - Hutch Mounted, 21" h x 66" w		<i>Client Sell:</i>	\$59.40	\$59.40
		Element Finishes (Fabrics)	~A	Fabric Grade A		
		Fabric Grade A	~02	Tangle		
		Tangle, Panel Fabric	T532	Knot		
22	1	<b>BSWCSPU242481</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$1,948.00	\$1,948.00
		Wardrobe Cabinet - Solid Doors - Pulls, Undivided, 24"d x 24"w x 81"h		<i>Client Sell:</i>	\$642.84	\$642.84
		Door Front Finish	~SrcLam	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Case Finish	~Source	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Pull Style	9	Rectilinear		
		Pull Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Key Style	K	Key Alike		
23	2	<b>NAMGDFNU</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$625.00	\$1,250.00
		Amicus Guest Chair, Four Leg Frame, No Arms, Upholstered Pad on Plastic Back		<i>Client Sell:</i>	\$231.25	\$462.50

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470

Page 6 of 11

Quote created by Megan


Y:\Project Matrix\Projects\LOS TOMATES\13880MS- Los Tomates GSA Project\Quotes\13880MS- Los Tomates GSA Match Quote.pmx



# CODES: 9000-5004

24	1	4R32-230-30A	4R32-230-30A	1	1,294.00	\$1,294.00
		Riva mesh mid back large C seat, swivel tilt, basic arm.		Client Sell:	\$573.24	\$573.24
		Choose your textile grade.	GR-B	Grade B textile.		
		Grade B textile.	WHISPER	In stock Spradling Whisper vinyl.		
		In Stock QS colorways.	QSBLACK	QS Whisper Black.		
		Select your swivel base finish.	18BB	Standard black base.		
		CASTERS OR GLIDES	16HP	Standard black soft/carpeted floor casters.		
		Do you want to add safety-brake casters?	~	Standard casters.		
		Mesh guards are standard.	11MG	Standard mesh guards included.		
		Do you want a fixed back?	~	Standard adjustable height back.		
		Color of mesh selection.	01H	black mesh -01H		
		Do you want to add adjustable arm width?	19AB	Adjustable arm width bracket +2".		
		Arm caps selection.	6	#6 arm cap		
		How do you want to receive your chair?	9FA	Ships 95% assembled. No tools required (standard).		
Client Pricing Subtotal:						\$4,540.11

## 129 DOC. STORAGE

Item	Qty.	Product		Price Unit	Price Extended	
25	4	25-401	GLOBAL FURNITURE GROUP (USA)	List:	\$593.00	\$2,372.00
		25"d x 15.15"w x 52"h, 4 Drawer - Letter Size, Lock, 2500 SERIES, UNIVERSAL FILING		Client Sell:	\$254.99	\$1,019.96
Client Pricing Subtotal:						\$1,019.96




## 134 BEAK ROOM

Item	Qty.	Product			Price Unit	Price Extended
26	3	BCMMSF36S	TEKNION UNIVERSAL	List:	\$860.00	\$2,580.00
		Square Meeting Table - Four-Point Base, 36"w, Straight (1-3/16")		Client Sell:	\$283.80	\$851.40
		Worksurface Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
		Support Finish	~Mica	Mica Colors		
		Mica Colors	F	Titanium Grey (Satin)		
27	12	NHDSNN	TEKNION UNIVERSAL	List:	\$271.00	\$3,252.00
		Volume Stacking Chair		Client Sell:	\$100.27	\$1,203.24
Client Pricing Subtotal:						\$2,054.64


Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470



**135 CBP OFFICER SUPV.**



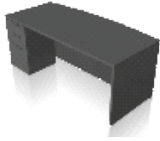

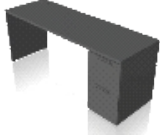
Item	Qty.	Product			Price Unit	Price Extended
28	1	<b>DROP-10</b>	<b>MAGNUSON GROUP</b>			
		Metal Waste Bin with Stainless Bag Ring			List: \$485.00	\$485.00
					Client Sell: \$315.25	\$315.25
		Finish Color	WH	Textured White		
29	2	<b>NAMGDFKU</b>	<b>TEKNION UNIVERSAL</b>			
		Amicus Guest Chair, Four Leg Frame, Integrated Arms, Upholstered Pad on Plastic Back			List: \$680.00	\$1,360.00
					Client Sell: \$251.60	\$503.20
		Amicus Guest Seat Finishes	~F03	Fabric Grade 3		
		Seating Fabric Grade 3	~11	Fine Grain		
		Fine Grain, Seating Fabric	F402	River Ore		
		Frame Finish	~E	Ebony		
		Ebony	E	Ebony (Satin)		
		Casters/Glide	D	Multi-Surface Glides		
30	1	<b>4R32-25C-38A</b>	<b>VIA SEATING</b>			
		Riva mesh mid back large C seat, swivel tilt, basic arm.			List: \$1,294.00	\$1,294.00
					Client Sell: \$573.24	\$573.24
		Choose your textile grade.	GR-B	Grade B textile.		
		Grade B textile.	WHISPER	In stock Spradling Whisper vinyl.		
		In Stock QS colorways.	QSBLACK	QS Whisper Black.		
		Select your swivel base finish.	18BB	Standard black base.		
		CASTERS OR GLIDES	16HP	Standard black soft/carpeted floor casters.		
		Do you want to add safety-brake casters?	~	Standard casters.		
		Mesh guards are standard.	11MG	Standard mesh guards included.		
		Do you want a fixed back?	~	Standard adjustable height back.		
		Color of mesh selection.	01H	black mesh -01H		
		Do you want to add adjustable arm width?	19AB	Adjustable arm width bracket +2".		
		Arm caps selection.	6	#6 arm cap		
		How do you want to receive your chair?	9FA	Ships 95% assembled. No tools required (standard).		
<b>Client Pricing Subtotal:</b>						<b>\$1,391.69</b>

**136 CBP OFFICER SUPV.**

Item	Qty.	Product			Price Unit	Price Extended
31	1	<b>BLED48</b>	<b>TEKNION UNIVERSAL</b>			
		Linear LED Light, 48"w			List: \$440.00	\$440.00
					Client Sell: \$145.20	\$145.20
		Light Option	0	Standard		
		Mounting Option	S	Standard		
		Optional Features	0	Light Only		
		Country of Installation	A	Canada/ U.S.A.		
		Finish	AC	Clear Anodized		
32	1	<b>BMHCL157237</b>	<b>TEKNION UNIVERSAL</b>			
		Standard Hutch - Solid Hinged Doors, 15"d x 72"w x 37"h (1-3/16")			List: \$1,448.00	\$1,448.00
					Client Sell: \$477.84	\$477.84
		Door Front Finish	~S	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Edge Trim Finish	4A	Mercurial Walnut		
		Case Finish	3A	Mercurial Walnut		
		Shelf and Hardware Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Key Style	K	Key Alike		

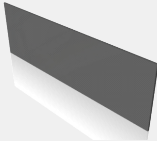


Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470



33	1	<b>BMHT1572</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$553.00	\$553.00
		Top for Hutch, 15"d x 72"w (1-3/16")		<i>Client Sell:</i>	\$182.49	\$182.49
		Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
34	1	<b>BMRHC92442</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$941.00	\$941.00
		Cross Grain Rectangular Desk - Half Gables, Wall Access Modesty, 24"d x 42"w (1-3/16")		<i>Client Sell:</i>	\$310.53	\$310.53
		Worksurface Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
		Gable and Modesty Finish	3A	Mercurial Walnut		
		Hardware Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
35	1	<b>BMSCBS3072EL</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$2,140.00	\$2,140.00
		Convex Desk with Single Pedestal, 30"d x 72"w, Elliptical Grommet, Storage Left (1-3/16")		<i>Client Sell:</i>	\$706.20	\$706.20
		Worksurface Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
		Drawer Front Finish	~SrcLam	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Case, Gable and Modesty Panel Finish	3A	Mercurial Walnut		
		Pull Style	9	Rectilinear		
		Hardware and Pull Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Grommet Finish	~Ellip	Elliptical Grommet		
		Grommet Finish	~Source	Source Laminate		
		Source Grommet (Wood prints)	3A	Mercurial Walnut		
		Key Style	K	Key Alike		
36	1	<b>BMSTR2430</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$355.00	\$355.00
		Top for Solid Storage, 24"d x 30"w (1-3/16")		<i>Client Sell:</i>	\$117.15	\$117.15
		Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
37	1	<b>BMZUF92472ER</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$1,868.00	\$1,868.00
		Credenza w Sgle Pedestal - File/File, Wall Access, 24"d x 72"w, Ellip. Gromm., Stor. Right (1-3/16")		<i>Client Sell:</i>	\$616.44	\$616.44
		Worksurface Finish	~A	Foundation Laminate		
		Foundation Laminate	2A	Mercurial Walnut		
		Edge Trim Style	6	Straight Trim		
		Edge Trim Finish	4A	Mercurial Walnut		
		Drawer Front Finish	~SrcLam	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Case, Modesty Panel and Gable Finish	3A	Mercurial Walnut		
		Pull Style	9	Rectilinear		
		Hardware and Pull Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Grommet Finish	~Ellip	Elliptical Grommet		
		Grommet Finish	~Source	Source Laminate		
		Source Grommet (Wood prints)	3A	Mercurial Walnut		
		Key Style	K	Key Alike		

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax:210-366-2470



38	1	<b>BS1B2172</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$186.00	\$186.00
		Tackboard - Hutch Mounted, 21" h x 72" w		<i>Client Sell:</i>	\$61.38	\$61.38
		Element Finishes (Fabrics)	~A	Fabric Grade A		
		Fabric Grade A	~02	Tangle		
		Tangle, Panel Fabric	T532	Knot		
39	1	<b>BSWCSPU243081</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$2,114.00	\$2,114.00
		Wardrobe Cabinet - Solid Doors - Pulls, Undivided, 24"d x 30"w x 81"h		<i>Client Sell:</i>	\$697.62	\$697.62
		Door Front Finish	~SrcLam	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Case Finish	~Source	Source Laminate		
		Source Laminate	3A	Mercurial Walnut		
		Pull Style	9	Rectilinear		
		Pull Finish	~Mica	Mica Colors		
		Mica Colors	7	Platinum (Satin)		
		Key Style	K	Key Alike		
40	1	<b>SOKL05</b>	<b>TEKNION UNIVERSAL</b>	<i>List:</i>	\$0.00	\$0.00
		Set of Keys Alike, 5 Sets of Cores		<i>Client Sell:</i>	\$0.00	\$0.00
<b>Client Pricing Subtotal:</b>					\$3,314.85	

**OFFICE 127 AG LAB**

Item	Qty.	Product		Price Unit	Price Extended	
41	1	SOKL05	TEKNION UNIVERSAL	List:	\$0.00	\$0.00
		Set of Keys Alike, 5 Sets of Cores		Client Sell:	\$0.00	\$0.00
						
Client Pricing Subtotal:						\$0.00



**Additional Charges:**

SG: SEE BELOW FOR CALCULATIONS OF  
THE CREDIT BEING PROVIDED PER  
ASI-02R1:

ASI-01 PRICING: \$61,676.67

ASI-02R1 PRICING: \$49,228.57

CALCULATION FOR CREDIT:

\$61,676.67 - \$49,228.57 = \$12,448.10

Total List:	\$82,452.00
Client Price Subtotal:	\$39,378.57
WS Services:	\$9,850.00

**Total Client Price: \$49,228.57**

WSI Services include:

Project management, re  
professional delivery and

**TOTAL CREDIT PER ASI-02R1:  
(\$12,448.10)**

up to 21 days, schedule installation with client, protection, wipe down, vacuum installation areas, and dispose of all packing materials. All work to be performed during normal business hours in one trip. Pricing is based on good delivery logistics with free/clear access to all installation areas. Any delays, changes, additional work, or additional trips will be billed separately at a rate of \$55 per man hour (installer) during normal business hours. Any changes in scope of work or furniture quantities will require a revision to total cost shown on this quote.

Terms and Conditions:

Quote is valid for 30 days unless otherwise stated.

Signed Quote or Purchase Order is required to place the order.

ALL SALES ARE FINAL. Please review this proposal carefully as it contains products that are special order and non-returnable. Cancellation of orders may not be allowed and/or subject to a cancellation fee to be determined.

50% Deposit is due upon receipt of order unless other payment arrangements have been provided by your Account Executive. Any balances are due within 20 days of invoice date after product deliver or service completion. PAST DUE ACCOUNTS ARE SUBJECT TO A MONTHLY INTEREST CHARGE OF 1.5% (18%APR). Credit Card orders are subject to a service fee up to 3.75% of the total amount charged.

**FINANCING FOR 100% OF THE PURCHASE MAY BE AVAILABLE. Check with your Account Executive for more details.**

**Product stored in our warehouse 21 calendar days past the scheduled install date(s) due to construction or other delays are subject to storage fees.**

By signing you attest that you are authorized to make this purchase and that you agree to the Terms and Conditions:

Purchase Order: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Account Executive: Mike Schiller

Workspace Solutions LLC | 3660 Thousand Oaks, Suite 220 | San Antonio, Texas 78247  
Main: 210-366-4414 | Fax: 210-366-2470



**From:** [Andres Espinoza](#)  
**To:** [Yahaira Marroquin](#); [Eric Davila](#)  
**Cc:** [Pawelek, Phillip J](#); [Lopez, Louis](#); [Hernandez, Sylvia](#); [Sanchez, Mirna](#); [Pete Sepulveda, Jr.](#); [Lily Anne Garcia](#); [Lulu Mayorga](#); [Alejandro Garcia](#)  
**Subject:** FY17 Veteran's Bridge POV Expansion (Bid# 2022-VETS-1) CO6  
**Date:** Thursday, October 19, 2023 10:47:27 AM  
**Attachments:** [image001.jpg](#)

---

TxDOT concurs w/ CO#6.

Andres A. Espinoza  
San Benito Area Engineer  
Pharr District  
(956) 399-5102

---

**From:** Yahaira Marroquin <Yahaira.Marroquin@txdot.gov>  
**Sent:** Thursday, October 19, 2023 10:44 AM  
**To:** Eric Davila <edavila@ccrma.org>; Andres Espinoza <Andres.Espinoza@txdot.gov>  
**Cc:** Pawelek, Phillip J <ppawelek@rrpeng.com>; Lopez, Louis <llopez@rrpeng.com>; Hernandez, Sylvia <shernandez@rrpeng.com>; Sanchez, Mirna <msanchez@rrpeng.com>; Pete Sepulveda, Jr. <psepulveda@ccrma.org>; Lily Anne Garcia <lgarcia@ccrma.org>; Lulu Mayorga <lmayorga@ccrma.org>; Alejandro Garcia <agarcia@ccrma.org>  
**Subject:** RE: FY17 Veteran's Bridge POV Expansion (Bid# 2022-VETS-1) CO6

Good morning Eric,

After reviewing the documents provided and our meeting, TxDOT concurs with Change Order 6. Please let me know if anything get updated while in the approval process. Thank you.

Best Regards,

**Yahaira Marroquin**

**Project Manager**

San Benito Area Office  
Cellphone: (956)357-4918  
Office:(956) 399-5102  
Fax: (956)399-8450  
[yahaira.marroquin@txdot.gov](mailto:yahaira.marroquin@txdot.gov)



---

**From:** Eric Davila <edavila@ccrma.org>  
**Sent:** Thursday, October 19, 2023 10:38 AM  
**To:** Yahaira Marroquin <Yahaira.Marroquin@txdot.gov>; Andres Espinoza <Andres.Espinoza@txdot.gov>



**Cc:** Pawelek, Phillip J <ppawelek@rrpeng.com>; Lopez, Louis <llopez@rrpeng.com>; Hernandez, Sylvia <shernandez@rrpeng.com>; Sanchez, Mirna <msanchez@rrpeng.com>; Pete Sepulveda, Jr. <psepulveda@ccrma.org>; Lily Anne Garcia <lgarcia@ccrma.org>; Lulu Mayorga <lmayorga@ccrma.org>; Alejandro Garcia <agarcia@ccrma.org>

**Subject:** RE: FY17 Veteran's Bridge POV Expansion (Bid# 2022-VETS-1) CO6

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Yahaira and Andres,

Thank you all for participating on the walk through of change order 6 last week for NII modifications to the Headhouse. We are currently taking this item in its current configuration through Cameron County Commissioner's Court and CCRMA Board; and are hoping to issue NTP once we receive TxDOT's concurrence. We will reach out as soon as the Board actions are complete, but we anticipate this will be achieved by October 26th.

Therefore, we respectfully request if we can initiate TxDOT's concurrent review of CO6 in the meantime to help us (eventually) expedite this CO since the headhouse is the nexus of critical activities that affect the final completion of the project. As always, if there's any questions, please feel free to relay them to those copied herewith—and we'd be happy to respond/clarify.

Best regards,

Eric Davila, PE, PMP, CCM

---

**From:** Eric Davila

**Sent:** Thursday, October 12, 2023 3:54 PM

**To:** Yahaira Marroquin <[Yahaira.Marroquin@txdot.gov](mailto:Yahaira.Marroquin@txdot.gov)>; Andres Espinoza <[Andres.Espinoza@txdot.gov](mailto:Andres.Espinoza@txdot.gov)>

**Cc:** Pawelek, Phillip J <[ppawelek@rrpeng.com](mailto:ppawelek@rrpeng.com)>; Lopez, Louis <[llopez@rrpeng.com](mailto:llopez@rrpeng.com)>; Hernandez, Sylvia <[shernandez@rrpeng.com](mailto:shernandez@rrpeng.com)>; Sanchez, Mirna <[msanchez@rrpeng.com](mailto:msanchez@rrpeng.com)>; Pete Sepulveda, Jr. <[psepulveda@ccrma.org](mailto:psepulveda@ccrma.org)>; Lily Anne Garcia <[lgarcia@ccrma.org](mailto:lgarcia@ccrma.org)>; Lulu Mayorga <[lmayorga@ccrma.org](mailto:lmayorga@ccrma.org)>; Alejandro Garcia <[agarcia@ccrma.org](mailto:agarcia@ccrma.org)>

**Subject:** FY17 Veteran's Bridge POV Expansion (Bid# 2022-VETS-1) CO6

Good afternoon,

Below is a link to a copy of the ASI2 that has become Change Order 6 for the above-referenced project for NII Modifications to the Headhouse. Link contains the plan sheets used in the pricing of the negotiated CO with Spaw Glass construction. We'd like to schedule a meeting with AO at their earliest convenience to review the specifics and answer any



questions about the scope. We intend to take this through Cameron County Commissioner's Court and CCRMA Board of Directors before the end of the month.

<https://www.dropbox.com/scl/fi/g6780rcsgrmvd4z4tIsdo/2023-10-11-2022-VETS-1-CO6-ASI2.zip?rlkey=ddugewlql13tgkek5gh1p6vxu&dl=0>

Best regards,

**Eric Davila, PE, PMP, CCM**

Chief Development Engineer

Cameron County RMA

O: 956-621-5571

M: 956-605-8193





**2-K      CONSIDERATION AND APPROVAL OF AMENDMENTS NO. 3 TO THE  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY AND R.R.P. CONSULTING  
ENGINEERS, L.L.C. FOR THE VETERAN'S BRIDGE DONATION  
ACCEPTANCE PROGRAM PROJECT CONSTRUCTION ENGINEERING  
INSPECTION SERVICES**



**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND R.R.P. CONSULTING ENGINEERS, L.L.C.**

This Amendment to that certain "Professional Services Agreement" (the Agreement) dated June 28, 2019, between Cameron County Regional Mobility Authority (the "Authority") and another engineering company, that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C. ("Engineer"), is made for the purpose of amending the not-to-exceed value of the Agreement as well as expanding the Services provided by the Engineer to include Construction Phase and Management services under the Agreement.

The parties therefore agree to amend the Agreement, as follows:

1. Section 3.1 of the Agreement is hereby amended in its entirety to state, as follows:  
"3.1 The total not-to-exceed (NTE) value of the Agreement is the amount of **NINE HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED FORTY-EIGHT AND 18/100 DOLLARS (\$936,748.18)** an increase of **\$301,882.42** based on the attached fee estimate 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."
2. The documents attached hereto as **Exhibit 1** and incorporated by reference shall be added as part of **Exhibit 1** to the Agreement.
3. The document attached hereto as **Exhibit 3** and incorporated by reference shall be added as part of **Exhibit 3** to the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

By their signatures below, the parties to the Agreement evidence their agreement to this Amendment.

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

By: \_\_\_\_\_

Frank Parker, Jr. Chairman

Date: 10/26/2023

**R.R.P. CONSULTING ENGINEERS, L.L.C.**

By: \_\_\_\_\_

Daniel O. Rios, P.E., President

Date: 11/14/23



## **EXHIBIT 1**

### **Authorities Responsibilities**

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

#### **GENERAL**

The Authority will provide to the Engineer the following:

- (1) A Notice to Proceed.
- (2) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (4) Timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.
- (5) Coordination with CBP and GSA on the commissioning of the project upon project completion.



## **EXHIBIT 1**

### **Services to be Provided by the Engineer**

#### **GENERAL DESCRIPTION**

For this work authorization, the Engineer shall perform activities for the development of the Construction Phase services and Construction Management services for the construction for the **Veterans Bridge – Los Tomates US LPOE Northbound Non-commercial Primary and Secondary Expansion Project**.

The following additional tasks have been identified:

#### **CONSTRUCTION ADMINISTRATION/MANAGEMENT**

- A. Advise and assist the Authority and the construction manager on all matters of engineering related to interpretation of design details, construction techniques and procedures, specifications, standard construction details, and construction plans.
- B. Advise and assist the authority and the construction manager in evaluating and resolving construction problems and providing guidance in matters relating to construction quality assurance.
- C. Attend construction meetings and make site visits. Review and respond to RFI's and submittals as required. Design consultant (MEP) attendance at meetings and site visits shall be limited to an as-needed basis. The fee is based on 5 visits from the MEP – Electrical and Mechanical Engineer and 2 visits from the MEP – Fire Protection Engineer.
- D. Coordinate with the Authority and monitor the construction of utility relocations to verify that line and grade of relocated utilities will not conflict with the construction of the transportation project and report to the Authority the progress of utility adjustments and relocations relative to maintaining required time schedules to achieve clearance and of costs being incurred relative to the budget.
- E. Review progress and final payment requests received from utility companies and utility company contractors for adjustment and relocation of utilities.
- F. Review construction contract shop drawings, erection drawings, working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
- G. Review mill and shop inspection and laboratory tests and field tests of construction materials performed by the testing engineer and the testing verification engineer.
- H. Review and recommend approval of progress payment requests, schedules, progress reports, and final payment requests, including certificates of completion, submitted by



the testing engineer, geotechnical engineer, land surveyor, and all other consultants retained by the Authority to assist in designing and constructing the project.

### **ADDITIONAL CONSTRUCTION MATERIAL TESTING**

The Engineer will provide the Authority with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (Latest Version) or Project Plans and Specifications (or as directed by the Authority). The construction material testing includes, but is not limited to the following:

- (a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- (b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- (c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- (d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- (e) Field inspection, sampling, and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
- (f) Any additional laboratory testing as required/requested by the Authority and the project plans and specifications.
- (g) Providing accurate and timely reports to the Authority and all/other recipients as designated by the Authority.

The Engineer shall provide fastener pull testing for the roofing systems being installed atop the Headhouse Building, Secondary Inspection Building, Headhouse Canopy, and the NB Primary Roof Structure of the Project Site. The roofs will be comprised of a Polyvinyl Chloride Roof (PVC) System atop a steel metal deck. The Engineer will provide the Authority with construction material testing services for the Project.

### **ADDITIONAL TESTING FOR ROOFING:**

#### **SITE REVIEW**

Pre-task site visit to review the project scope, staging area for testing, review plans, and approved fastener submittals.

#### **SCOPE OF TESTING**

The testing will be performed following the guidelines of *ANSI/SPRI FX-1, Standard Field Test Procedure for Withdrawal Resistance of Roofing Fasteners*; however, the quantity of tests has been provided by the Authority. Engineer has been asked to perform the following number of



fastener pull tests by the Authority at a frequency of two buildings per trip for a total of two trips.:

- Headhouse Building – Three (3) tests for the #14 Screws.
  - Secondary Inspection – Three (3) tests for the #14 Screws
  - Headhouse Canopy – Three (3) tests for the #14 Screws
  - NB Primary Roof – Three (3) tests for the #14 Screws
- 
1. The Roofing Contractor will provide and install fasteners prior to testing, allowing enough head clearance for testing purposes.
  2. The Roofing Contractor will repair all test areas if damage occurs.
  3. Terracon will provide an engineering report using a table showing location and Pass / Fail or fasteners provided as well as photographic documentation.



PROJECT: Veteran's POV Expansion  
 CLIENT: CCRMA  
 CONTRACT: 0921-06-313  
 CSJ: 0921-06-313  
 COUNTY: Cameron County  
 RRP JOB NO.: U2972 Amendment 3

10/02/23

EXHIBIT 1 - FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist I/II	GIS Manager	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (II)	Senior CADD / Construction Inspector	CADD Operator (I) / Record Keeper	Secretary	TOTAL HRS		
	320 - 145	Project Administration and Coordination																		
		Project Manager (Proj Coord)	RRP	BASIC			2											2	\$550.00	
		Cameron County RMA Project Coordination	RRP	BASIC			2					2						4	\$999.96	
		Project Secretary/Clerical	RRP	BASIC													2	2	\$130.00	
		Sub Total (320 - 145 - Project Administration and Coordination)			-	-	4	-	-	-	-	2	-	-	-	-	2	8		\$1,679.96
	320	CONSTRUCTION PHASE & MANAGEMENT SERVICES																		
681,040.00		DURING CONSTRUCTION	RRP	SPECIAL																
681,040.00		On-site inspection	RRP	SPECIAL											1,211			1,211	\$139,265.00	
		Architect Coordination	SJPA	SPECIAL														-	\$50,000.00	
		Fastener Pull Tests (12 total)	Terracon	SPECIAL														-	\$13,048.00	
		Construction Material Testing	L&G	SPECIAL														-	\$88,039.86	
		Sub Total (320 - CONSTRUCTION PHASE & MANAGEMENT SERVICES)			-	-	-	-	-	-	-	-	-	-	1,211	-	-	1,211		\$290,352.86
		LABOR TOTALS																		
		Total Hours	MULTIPLIER		0	0	4	0	0	0	0	2	0	0	1,211	0	2	1,219		\$292,032.82
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	275.00	185.00	90.00	169.73	245.16	224.98	207.44	169.73	115.00	100.00	65.00			
		BASE RATES: (\$/MAN-HOUR )			79.53	66.28	72.91	49.05	23.86	45.00	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	NON LABOR																		
		Travel - Mileage During Plan Development	RRP	SPECIAL			Mileage per trip =	120	Trips =	0				Mileage Rate (\$/mi.)=	\$ 0.540				\$0.00	
		Travel - Mileage During Construction (Inspector)	RRP	SPECIAL			Mileage per trip =	120	Trips =	152				Mileage Rate (\$/mi.)=	\$ 0.540				\$9,849.60	
		Courier Service	RRP	SPECIAL															\$0.00	
		Sub Total (F.C. 160)																		\$9,849.60
		NON LABOR TOTAL																	\$9,849.60	
		PROJECT TOTAL																		\$301,882.42





6911 Blanco Rd.  
San Antonio, Texas 78216  
P (210) 641-`2112  
**Terracon.com**

May 3, 2023

R.R.P. Consulting Engineers, L.L.C.  
5408 N. 10<sup>th</sup> Street  
McAllen, Texas 78504

Attention: Humberto Guerrero Jr., PE  
P: (956) 342-7414  
E: [hguerrero@sbinfra.com](mailto:hguerrero@sbinfra.com)

Re: Fastener Pull Testing Services  
Veterans Bridge Port of Entry Facility – Brownsville, TX  
Proposal No. PFB236083

Dear Humberto:

Terracon Consultants, Inc. (Terracon) is pleased to submit our proposal to provide fastener pull testing services in association with the site referenced above.

## COMPENSATION

The on-site fastener pull testing, for a total of 12 tests and supplying an engineering report of our findings, can be accomplished for a **Lump Sum Fee of \$13,048.00. Please note, these tests would be performed from our trained staff, mobilizing from our San Antonio office.**

**Note:** On the basis of the information provided to us by our Client, Terracon anticipates performing two trips to complete the 12 tests outlined above since the buildings/ structures are not complete and ready for testing. Total cost per trip will be **\$6,524.00.**

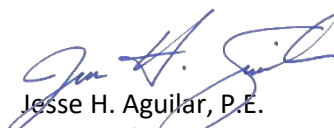
Fees for additional services will be charged in accordance with our established fee schedule, plus reimbursable expenses. Travel time to and from site, will be billed as chargeable time.

Invoices, net payable upon receipt, will be issued periodically for work completed. Invoices may be issued monthly or on a more frequent basis as deemed appropriate by Terracon.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely,  
**TERRACON CONSULTANTS, INC.**

Javier Parral Jr., RRO, CEI  
Project Manager  
Facilities Services

  
Jesse H. Aguilar, P.E.  
Principal/Manager – Regional Facilities Consulting  
Facilities Services



Cameron County & CCRMA - Veterans International Bridge Project (Expansion) Construction Materials Testing							
CMT Testing for Structural Bldg and Misc. On-Site Facilities (Soils, Concrete, Mortar/Grout, DS Slurry, Welding Insp, etc.)							
<ul style="list-style-type: none"> <li>Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.</li> <li>Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.</li> </ul>							
	TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
<b>Soils</b>							
Liquid Limit	Tex-104-E			Each	12	\$40.00	\$480.00
Plasticity Index	Tex-106-E			Each	12	\$50.00	\$600.00
Gradation	Tex-110-E			Each	12	\$95.00	\$1,140.00
Moisture/Density	ASTM D-698			Each	12	\$220.00	\$2,640.00
In-Place Density (Field Density)	Tex-115-E	ASTM D-6938		Each	160	\$30.00	\$4,800.00
Soil Sulfate Content of Soils	Tex-145-E			Each	8	\$91.66	\$733.28
Determination of Soil pH	Tex-128-E			Each	8	\$91.66	\$733.28
<b>Concrete</b>							
*Strength	Tex-418-A			Each	160	\$20.00	\$3,200.00
Slump	Tex-415-A			Each	40	\$25.00	\$1,000.00
Entrained Air (Air Content)	Tex-416-A			Each	40	\$30.00	\$1,200.00
Temperature	Tex-422-A			Each	40	\$15.00	\$600.00
<b>Mortar/Grout (CMU)</b>							
*Strength Mortar	Tex-418-A		ASTM C 780 / ASTM C 109	Each	12	\$20.00	\$240.00
*Strength Grout	Tex-418-A		ASTM C 1019 / ASTM C39	Each	12	\$20.00	\$240.00
<b>Drilled Shaft Slurry Testing</b>							
Slurry Testing (Density, Sand Content, Viscosity)				Each	8	\$64.27	\$514.16
<b>Structural Steel Welding Inspection</b>							
Structural / Welding Inspection				Each	16	\$350.00	\$5,600.00
<b>Reports</b>				Each	300	\$0.00	\$0.00
Tech Time (Soils)				Hour	136	\$93.07	\$12,657.52
Tech Time (Aggr)				Hour	20	\$93.07	\$1,861.40
Tech Time (Conc)				Hour	136	\$93.07	\$12,657.52
# of Trips (Tech)				Mile	4800	\$0.54	\$2,592.00
**Admin/Clerical				Hour	90	\$63.98	\$5,758.20
Item Subtotal							\$59,247.36
Item Subtotal							\$59,247.36

- \* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preparation, holding and curing of strength specimen costs  
 ~ 1 Set is defined as 2 Cylinders (7-day or 28-day)  
 ~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)  
 \*\* Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

**Summary (Supplemental #1 to WA #1)**

Sub-Total (CMT Items) =	\$59,247.36
Const Mgr. / Engr (Coor. & Rpt. Rev.) (150 hrs x 127.97 Hr.)	\$19,195.50
Admin Clerical (Rpt. Generation) (150 hrs x 63.98 Hr.)	\$9,597.00
<b>Constuction Materials Testing Sub-total :</b>	<b>\$88,039.86</b>

**Summary (From Original WA #1)**

<b>Constuction Materials Testing Sub-total :</b>	<b>\$41,896.56</b>
--	--------------------

**Summary (Original WA #1 + Supplemental to WA #1)**

<b>Constuction Materials Testing Sub-total :</b>	<b>\$129,936.42</b>
--	---------------------



### **Exhibit 3**

For this Professional Services agreement, subconsultant services will be provided by Terracon Consultants, Inc. and L&G Consulting Engineers, Inc.



**2-L      CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK  
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 39 WITH R.R.P.  
CONSULTING ENGINEERS, L.L.C. FOR THE SH48 MASTER PLAN.**



## **SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 39**

This Supplemental Work Authorization is made as of this 26th day of October, 2023, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority (the "Authority") and another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C., General Engineering Consultant (GEC).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: ***Professional services for development of a Master Plan for the SH 48 Corridor between SH 550 and SH 100.***

### **Section A. - Scope of Services**

**A.1.** GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B-1 and as requested by the Authority.

### **Section B. – Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C-1.

### **Section C. - Compensation**

**C.1.** Paragraph C.1 is hereby amended to increase the overall maximum from \$303,246.32 to \$431,355.84, an increase of \$128,109.52 based on the attached fee estimate shown on Exhibit D-1. Compensation shall be in accordance with the Agreement.

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

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

### **Section D. - Authority's Responsibilities – No Change**

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

### **Section E. - Other Provisions – No Change**

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

-SIGNATURES ON NEXT PAGE-




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

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Frank Parker, Jr., Chairman

Date: 10/26/2023

**R.R.P. CONSULTING ENGINEERS, L.L.C.**

By:   
Daniel O. Rios, PE, President

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

**LIST OF EXHIBITS**

Exhibit B-1 - Services to be Provided by Engineer

Exhibit C-1 - Schedule

Exhibit D-1 - Cost Proposal



## **EXHIBIT B-1**

### **Services To Be Provided By The GEC**

County: Cameron

Project: SH 550 Direct Connectors to and from Brownsville to IH 69E

#### **SCOPE DETAILS**

Note the initial work order master plan limits are for FM 511 to SH 100. The following Scope of Work describes the task details that are included in the Services to be provided by the GEC on proposed SH 550 Direct Connectors at IH 69E to SH 48.

#### **1. DEVELOP DIRECT CONNECTOR CONFIGURATION**

The GEC shall develop a horizontal alignment plan view for a direct connector from north bound SH 550 to travel south bound on Interstate 69E and a direct connector for north bound Interstate 69E traffic to direct connect to south bound SH 550. The GEC shall also develop a preliminary typical section for the direct connectors. Verification of the vertical profile shall be provided at the clearance areas and the existing roadway connections. Limited Plan and Profile work shall be completed to determine if the Interchange on IH 69 spacing can be met and for estimating purposes only.

The GEC shall develop the roadway design criteria based on the controlling factors specified by the State (i.e., 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary State approved manuals.

A plan view of the intersection layout showing impacted ROW parcels based on the Cameron County Appraisal District maps will be provided as a final deliverable with MicroStation/GeoPak electronic files.

#### **2. DEVELOP PRELIMINARY ENGINEERS ESTIMATE FOR DIRECT CONNECTORS**

The GEC will prepare an Estimate based on the typical sections and plan view options utilizing the latest TxDOT Unit Cost and any like Project costs for similar facilities throughout Cameron County.

#### **3. TRAFFIC ANALYSIS**

##### *Task 1: Review of Existing Information and Traffic Count Collection*

GEC will first review all relevant available documentation regarding the Project. To determine historical traffic growth patterns, GEC will review/analyze historical traffic counts on the major roadways within the study area from TxDOT's Traffic Count Database System (TCDS), in the form



of annual average daily traffic (AADT) counts. The base year (2012) traffic volumes of the Project and historical traffic within the study area will be extracted from this data source.

#### *Task 2: Travel Demand Model Runs*

GEC will also adopt the latest version of the Lower Rio Grande Valley (LRGV) travel demand model (TDM) developed by the Texas Transportation Institute (TTI) for TxDOT. The LRGV TDM is a trip-based model developed in the TransCAD environment which uses TripCal5 software for trip generation and ATOM2 for trip distribution. This TDM will be used by GEC to estimate traffic growth over a 20-year period based on future developments considered by the MPOs of the region and to understand the traffic pattern changes when DCs are completed.

#### *Task 3. Development of Traffic Projections*

GEC will develop traffic projections using the TxDOT-TP&P SOP. AADT forecasts will be developed for the opening year, horizon year (opening year +20), and pavement design year (opening year +30). GEC will use 2028 as the planned opening year of the Project.

The scope includes development of AADTs on the two proposed DCs for the Build condition and AADTs and daily turning movements at the intersections of SH 550 and the I-69E Frontage Road (NB and SB) for the No-Build condition. The 24-hour turning movement counts will be used to generate AADTs, which will be reviewed and compared to existing count stations on TCDS and converted to the base year 2021 traffic volumes. The turning movement percentages from turning movement counts will be utilized in developing traffic volumes at the intersections. The Build condition AADT will be estimated with the TDM results and the No-Build AADTs.

#### *Task 4: Traffic Analysis for Highway Design (TAHD) Calculation*

GEC will prepare TAHD tabulations regarding the 20-year and 30-year design periods. Included in the tabulation will be data for use in air and noise analysis. All values in the TAHD table will be prepared following TP&P's methodology, based on the previously described traffic projections. These projections will not be considered finalized until final approval by TP&P and will not be intended for construction, bidding, or permit purposes.

The TAHD tabulation will include the following information:

- 1) Average daily traffic (ADT) estimates for the Project's opening year and for 20- and 30-year forecast periods
- 2) Traffic distribution by direction
- 3) K-factor
- 4) Percentage of trucks (daily and peak hour averages)
- 5) Average 10-heaviest wheel loads daily
- 6) Total number of equivalent 18k single axle load (ESAL) applications for 20- and 30-year forecast periods.

Items 4, 5, and 6 above will need to be reviewed and calculated by TP&P, per their direct instructions to the consulting community. Therefore, GEC will include its calculations in a separate memorandum for the Authority's use until TP&P's official calculations are received.



Although GEC has developed in-house procedures for these calculations, only TxDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the final results.

#### *Task 5: Documentation*

As mentioned above, GEC will prepare three memoranda as follows:

- 1) Memorandum documenting the traffic projections methodology and assumptions.
- 2) Memorandum representing the results of its traffic projection development and the partial TAHD tables.
- 3) Internal memorandum including the complete TAHD tables for the Authority's use.

After review by the Authority, GEC will address any comments/questions, revise the draft memoranda as needed, and submit the final memoranda for TP&P review and approval.

#### *Task 6: Overweight/Oversized Truck Share Analysis*

GEC will estimate the overweight/oversized truck percentages of the SH 550 corridor and the proposed DCs using several sources:

- Overweight/oversized statistics from the Port of Brownsville
- Overweight/oversized route register of the Motor Carrier
- Overweight/oversized route permit information from TxDOT

Based on this data, GEC will estimate monthly and daily shares of overweight/oversized trucks that circulate on the SH 550 corridor. GEC is expecting that the data obtained from the previously mentioned sources will need to be processed for use in this analysis. GEC will depend on the Authority's support to obtain these data from the different stakeholders. GEC will combine single permit route information to estimate overweight and oversized truck flows at the SH 550 corridor.

Based on the existing shares and historical data, GEC will make assumptions to estimate future shares for overweight/oversize trucks.

## **4. ENVIRONMENTAL INVESTIGATION**

The GEC will perform a desk-top survey with respect to environmental constraints with respect to the overall footprint of the Direct Connectors. This high-level effort will focus on identifying a potential fatal flaw with respect to the proposed recommendation/alternative.

## **5. DELIVERABLES**

- Due Diligence Report with a summary of findings based on traffic analysis, preliminary alignments with respect to design criteria, right of way takings and associated projected construction costs. The report shall also contain traffic related to overweight vehicles utilizing the SH 550 corridor.

## **6. PAVEMENT DESIGN REPORT**



The GEC will update the Pavement Design Report based on the new project ADT volumes.

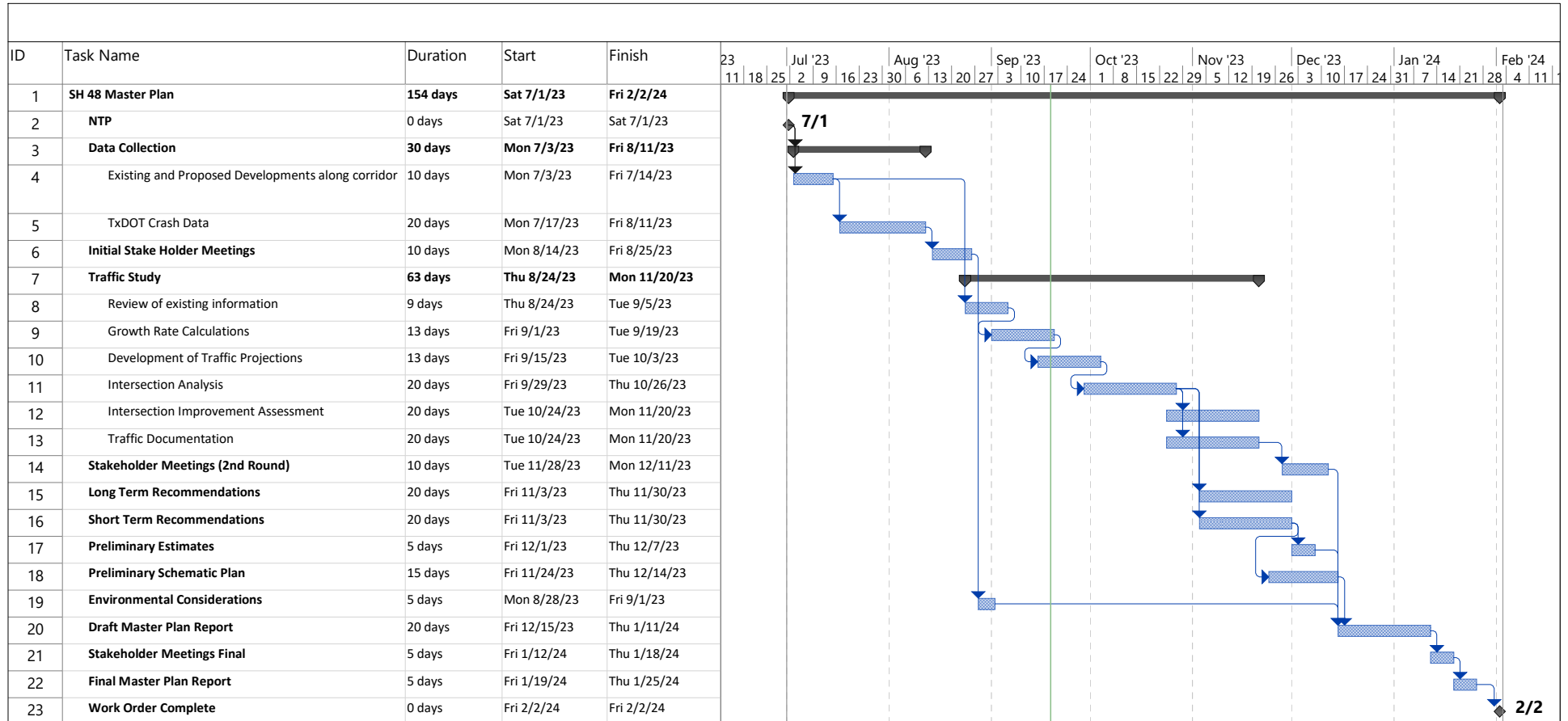
## **7. PROJECT ADMINISTRATION AND COORDINATION**

The GEC will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of required meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Coordinate, execute and administer work authorization as required with the Authority.
- B) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. Prepare a detailed schedule (provided in the Authority approved format) of anticipated monthly invoice billing linking to the project work authorization tasks. A monthly progress report will be submitted and include activities completed, initiated or ongoing, during the reporting period; activities planned for the coming period; problems encountered and actions to remedy them; overall status, including a tabulation of percentage complete by task; updated project schedule; minutes of study meetings and copies of monthly correspondence.
- C) Record Keeping and File Management - Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence – Prepare written materials, letters, and survey forms used to solicit information or collect data for the project and submit them to the Authority for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the Authority on a continuing basis, but not less than once a month.
- E) QC/QA – GEC will implement the following process:
  - Self-Review (QC) – to be performed by all team members for their responsible part of the project.
  - Peer Review (QC) – All team members utilize peers of the same discipline and expertise to review the team member's assigned task; peer review is also documented on the self-review checklists.
  - Technical Review (QA) – The technical review is performed by Independent Reviewers and/or GEC's QA Technical Review Team (TRT) two weeks prior to review submittals.
  - Team Review – All comment resolution issues will be documented at each Technical Team Review / submittal, starting at the level of review that the comment(s) was generated, and if required escalated to the TRT for their resolution and final determination to the PM.



# Exhibit C-1 - Work Schedule



Project: SH 48 Master Plan Date: Tue 9/19/23	Task		Inactive Milestone		Start-only		Critical Split	
	Split		Inactive Summary		Finish-only		Progress	
	Milestone		Manual Task		External Tasks		Manual Progress	
	Summary		Duration-only		External Milestone			
	Project Summary		Manual Summary Rollup		Deadline			
	Inactive Task		Manual Summary		Critical			



PROJECT: SH 48 Master Plan (DC Investigation at SH 550)  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron  
 JOB NO.: U2716 SWA1 to WA39

10/20/23

EXHIBIT D-1 -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS								ESTIMATED FEE	TOTALS
					Project Manager	Env Manager	Env Scientist	Engineer (V)	Engineer in Training	Senior CADD	Secretary	TOTAL HRS		
		<b>SH 48 Master Plan - DIRECT CONNECTORS @ SH 550 and IH 69E</b>												
		Preliminary Configurations	RRP	BASIC	4			80	120	120		324	\$43,098.40	
		Preliminary Cost Estimates	RRP	BASIC	2			20	20			42	\$6,749.60	
		Traffic Analysis	C&M	BASIC									\$42,377.82	
		Pavement Design Report Update	B2Z	BASIC									\$9,499.90	
		Environmental Considerations	RRP	BASIC	2	12	12		4			30	\$4,430.00	
		Due Diligence Report	RRP	BASIC	4			16	40		40	100	\$10,699.68	
		<b>Sub Total (SH 48 Master Plan - DIRECT CONNECTORS @ SH 550 and IH 69E - )</b>			12	12	12	116	184	120	40	496		\$116,855.40
		<b>Project Administration &amp; Coordination</b>												
		Project Manager (Proj Coord)(1 HRS/WK)	RRP	BASIC	6							6	\$1,650.00	
		Project Manager Weekly Meeting (Prog. Rpts)	RRP	BASIC				6			16	22	\$2,389.88	
		Project Coordination Meetings (Stakeholders)	RRP	BASIC	2			2			4	8	\$1,259.96	
		Prepare Proj. Meetings Notes	RRP	BASIC	2			2			4	8	\$1,259.96	
		Cameron County RMA Project Coordination	RRP	BASIC	4			4			4	12	\$2,259.92	
		<b>Sub Total ( - Project Administration &amp; Coordination)</b>			14	0	0	14	0	0	28	56		\$8,819.72
		<b>LABOR TOTALS</b>												
		Total Hours	MULTIPLIER		26	12	12	130	184	120	68	56		\$125,675.12
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		275.00	185.00	110.00	224.98	85.00	115.00	65.00			
		BASE RATES: (\$/MAN-HOUR )			72.91	49.05	29.17	59.65	22.54	30.49	17.23			
	160	<b>NON LABOR - Survey Crew</b>												
		Travel - Mileage During Data Collection (Site Visits)	RRP (nl)		120	Trips =	2				\$ 0.560		\$134.40	
		Exhibit Boards for Stakeholder Meetings	RRP (nl)										\$2,000.00	
		Miscellaneous Field Supplies	RRP (nl)										\$150.00	
		<b>Initial Field Investigations</b>												
		Travel - Meals	RRP (nl)		2	Persons =	3				\$ 25.00		\$150.00	
		<b>Sub Total (FC 160)</b>												\$2,434.40
		<b>NON LABOR TOTAL</b>											\$2,434.40	
		<b>BASIC SERVICE TOTAL</b>											\$125,675.12	
		<b>SPECIAL SERVICE TOTAL</b>											-	
		<b>PROJECT TOTAL</b>												\$128,109.52





C&M Associates, Inc.

17304 Preston Road, Suite 800

Dallas, TX 75252

Tel: 214-245-5300

www.candm-associates.com

Griffin J. Harris, P.E., PTOE

Principal Traffic Engineer

[gharris@candm-associates.com](mailto:gharris@candm-associates.com)

**Date:** October 3, 2023

**To:** Philip J. Pawelek, P.E.  
RRP Consulting Engineers, LLC  
900 S. Steward Rd., Suite 10  
Mission, TX 78572

**Subject:** SH 550 Direct Connectors Traffic Projections – Proposed Scope of Services

**Table 1. Proposed Budget**

DESCRIPTION	Project Manager	Quality Manager	Engineer III	Scheduler	Total Labor Hrs.	Task Cost
Task 0. Project Management/Coordination	5				5	\$1,263.45
Task 1. Review of Existing Information	1	4	16		21	\$3,108.89
Task 2. TDM Model Runs	1	8	40		49	\$6,893.25
Task 3. Prepare Daily Traffic Forecasts (Base & Future)	1	8	32		41	\$5,965.09
Task 4. Preparation of TAHD Table		4	8		12	\$1,928.04
Task 5. Documentation (3 Memorandums)	2	6	32	8	48	\$6,407.60
Task 6. Overweight/Oversize Truck Share Analysis	2	16	80		98	\$13,786.50
<b>Subtotal</b>	<b>12</b>	<b>46</b>	<b>208</b>	<b>8</b>	<b>264</b>	<b>\$39,352.82</b>
<b>HOURS TOTAL</b>	<b>12</b>	<b>46</b>	<b>208</b>	<b>8</b>	<b>264</b>	
<b>LABOR RATE PER HOUR</b>	<b>\$252.69</b>	<b>\$249.97</b>	<b>\$116.02</b>	<b>\$86.22</b>		
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$3,032.28</b>	<b>\$11,498.62</b>	<b>\$24,132.16</b>	<b>\$689.76</b>	<b>\$39,352.82</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>7.71%</b>	<b>29.22%</b>	<b>61.32%</b>	<b>1.75%</b>	<b>100.00%</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>5.68%</b>	<b>17.05%</b>	<b>72.73%</b>	<b>4.55%</b>	<b>100.00%</b>	
<b>TOTAL DIRECT LABOR COST</b>						<b>\$39,352.82</b>
Direct Expenses (5--24-hr directional volume counts, 3--peak hour turning movement counts) see next page						\$ 3,025.00
<b>\$ TOTAL DIRECT EXPENSES*</b>						<b>\$ 3,025.00</b>
<b>GRAND TOTAL</b>						<b>\$42,377.82</b>

Note: \* Direct expenses are estimates and will be charged at actual cost.



## SH 550 Direct Connectors Traffic Projections

**Exhibit D-1**  
**UNIT COST PAYMENT BASIS**

PRIME PROVIDER NAME:

C&amp;M Associates

SERVICES TO BE PROVIDED	UNIT	COST	QTY	TOTAL AMOUNT
24-Hour Automated Tube Counts - Bi-directional	per counter/day	\$300.00	1	\$ 300.00
24-Hour Automated Tube Counts - Single Direction	per counter/day	\$150.00	4	\$ 600.00
24-Hour Automated Tube Counts - Speed or Class	per counter/day	\$200.00		\$ -
24-Hour Automated Tube Counts - Speed or Class- Bi-directional	per counter/day	\$225.00		\$ -
24-Hour Automated Tube Counts - Urban Freeway Main Lanes	per counter/day	\$250.00		\$ -
24-Hour Automated Tube Counts - Volume	per counter/day	\$200.00		\$ -
24-hour Classification Count - Intersection	per camera/day	\$350.00		\$ -
24-Hour Classification Video Counts - Main Lanes	per camera/day	\$240.00		\$ -
24-Hour Volume Video Counts - Main Lanes	per camera/day	\$280.00		\$ -
2-hour Turning Movement Count, Major Intersection, Weekday	each	\$375.00	3	\$ 1,125.00
2-hour Turning Movement Count, Major Intersection, Weekend	each	\$175.00		\$ -
2-hour Turning Movement Count, Minor Intersection, Weekday	each	\$181.25		\$ -
Intersection Diagrams / Sketches	per intersection	\$65.00		\$ -
Intersection Photography	per intersection	\$40.00		\$ -
Intersection Turning Movement Counts	per counter/hour/day	\$100.00		\$ -
Intersection Video	each	\$100.00		\$ -
Miovision 24-Hour Turning Movement & Classification Counts - Intersection	each	\$925.00		\$ -
Personal Surveys O&D Interviews	per project	\$190.00		\$ -
Additional Required Count Set-up	each	\$100.00	2	\$ 200.00
Photo Lab Service - Digital image processing	each	\$5.00		\$ -
Roadway Tube (per counter/24 hours)	each/day	\$102.50		\$ -
Special Traffic Control	day	\$1,800.00		\$ -
Special Traffic control (lane closures/detour)	day	\$2,000.00		\$ -
Speed Survey (location)	per location	\$175.00		\$ -
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$70.00		\$ -
Turning Movement Count (12-hour Manual) Major Intersection	each	\$1,170.00		\$ -
Turning Movement Count (12-hour Manual) Minor Intersection	each	\$600.00		\$ -
Video Origin & Destination (capture)	per camera	\$300.00		\$ -
Mobilization	each	\$800.00	1	\$ 800.00
<b>TOTAL</b>				<b>\$ 3,025.00</b>
<p>The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments. All unit costs are negotiated costs and are not subject to change or adjustment.</p> <p><b>Unit Cost Payment Basis:</b> If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.</p> <p><b>Note:</b> Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>				



## Geotechnical Engineering, Report & Summary

<b>SH 550 GAP II Project</b> <b>Client: RRP Consulting Engineers (Overall Client: CCRMA)</b>			MANHOURS						
			Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	EIT	Sr CADD Operator / GIS Operator	Admin/Clerical	Total
<b>TASK</b>									
1	Pavement Subgrade Stabilization Analysis & Recommendations		0	0				0	
2	Flexible Pavement Design (Using FPS 21 w/ Triaxial Check - Various Designs)		4	12				16	
3	Rigid Pavement Design (Using AASHTO PCC Design - Various Designs)		4	12				16	
4	Pavement Material Recommendations (Flexible and Rigid)		0	0				0	
5	Pavement Design Report (including Geo Report)	2	4	12		2	2	22	
6	Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.	2	2	1			1	6	
	<b>Subtotal</b>	<b>4</b>	<b>14</b>	<b>37</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>60</b>	
<b>Labor Hours</b>			<b>4</b>	<b>14</b>	<b>37</b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>60</b>
<b>Contract Rate</b>			\$ 230.17	\$ 192.84	\$ 149.30	\$ 84.76	\$ 80.87	\$ 64.54	
<b>Total Labor Costs</b>			<b>\$ 920.68</b>	<b>\$ 2,699.76</b>	<b>\$ 5,524.10</b>	<b>\$ -</b>	<b>\$ 161.74</b>	<b>\$ 193.62</b>	<b>\$ 9,499.90</b>

Printing Reproduction (N/A - Electronic Submittal Only)  
B2Z Engineering (Sub-Total for Geo. Field & Lab Services)

\$	-
\$	-
\$	-

**\$ 9,499.90**

Page 11 of 11



**2-M    CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK  
AUTHORIZATION NO. 1 TO WORK AUTHORIZATION #26 WITH R.R.P.  
CONSULTING ENGINEERS, L.L.C. FOR THE DEVELOPMENT OF THE SPI  
2<sup>ND</sup> ACCESS TRAFFIC UPDATE**



## **SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 26**

This Supplemental Work Authorization is made as of this 26th day of October, 2023, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority (the "Authority") and another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C., General Engineering Consultant (GEC).

The work to be performed by the GEC under this Supplemental Work Authorization is for the following purpose, consistent with the Services defined in the Agreement: ***Professional services including the development of the South Padre Island 2<sup>nd</sup> Access Traffic Update, Cameron County, Texas.***

### **Section A. – Scope of Services**

GEC shall perform the Additional Services according to Exhibit B.

### **Section B. – Schedule**

GEC shall perform the Services and deliver the related Documents according to the schedule as shown on Exhibit C.

### **Section C. – Compensation**

Paragraph C.1 is hereby amended to increase the overall maximum amount from \$3,798,887.17 to \$3,920,024.96, an increase of \$121,137.79 based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

C.1. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.

C.2. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### **Section D. – Authority's Responsibilities**

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

### **Section E. - Other Provisions – No Change**

The parties agree to the following provisions with respect to this specific Work Authorization: None.

-SIGNATURES ON NEXT PAGE-

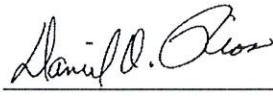


Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Name: Frank Parker, Jr., Chairman  
Date: 10/26/2023

**R.R.P. Consulting Engineers, L.L.C.**

By:   
Name: Daniel O. Rios, PE, President  
Date: \_\_\_\_\_

**LIST OF EXHIBITS**

Exhibit A – Authority's Responsibilities  
Exhibit B – Scope of Work  
Exhibit C – Work Schedule  
Exhibit D – Cost Proposal



## **EXHIBIT A**

### **Authority's Responsibilities**

The following provides an outline of the services to be provided by the Authority in the development of the Project for this work authorization.

#### *GENERAL*

The Authority will provide to the GEC the following:

- (1) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (2) Assistance to the GEC, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain.
- (3) Provide timely review and decisions in response to the GEC's request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule.
- (4) Survey already performed for the Authority under different work Order.
- (5) Any permits for subject property. The GEC shall identify all necessary permits from governmental authorities which will be needed to construct the Project. The Authority shall apply for all necessary permits. The authority shall pay all other applicable permit fees. The GEC shall assist in obtaining said permits or approvals.
- (6) The Authority will advertise for any public involvement activities and provide the facilities and sound system.



## **EXHIBIT B**

### **Services to be Provided by the Engineer**

#### **Project Approach**

The following section outlines GEC's proposed approach to update the Project's traffic projections to develop design schematic and support the Authority's environmental analysis. In addition to the tasks described below, GEC will coordinate with subconsultants in its team as needed throughout the course of the study to gather required data.

GEC will update the traffic projections and perform traffic analyses and simulations for the proposed SPI Second Access Project in Cameron County, TX. The scope of the task includes the following:

- Review of existing Information
- Travel demand modeling for future years under build and no-build conditions.
- Traffic demand analyses.
- Traffic forecasting with traffic projections for the selected locations in the study area.
- Traffic operational analysis for existing and future conditions by time period using SYNCHRO 11.

This scope of work summarizes the tasks of traffic projections and traffic operations analyses for the study corridor that are necessary to update the Project's traffic projections.

#### ***Task 1: Project Management/Mobilization***

GEC will mobilize immediately upon receiving the Notice to Proceed (NTP). This task includes a kick-off meeting with the Authority, and key stakeholders to determine important issues relevant to this study and define any alternatives, the study's overall methodology, and data requirements.

GEC will issue a notice to stakeholders regarding study commencement and may request assistance in gathering existing data, traffic reports for the area, and details regarding the Project and/or other planned projects in the area of influence around the study area, if applicable.

GEC's hands-on management of the study will include the following:

- Participating in monthly progress meetings/teleconferences to appraise the Authority of progress and identify key issues;
- Attending key working group meetings to discuss preliminary traffic forecast results and provide input on any requirements to optimize the traffic analysis;
- Providing the Authority with progress reports on a periodic basis and providing minutes of meetings held with project stakeholders; and
- Presenting results to the Authority and providing responses to their questions.



## ***Task 2: Review of Existing Information***

GEC will first review all relevant available documentation regarding the Project. To determine historical traffic growth patterns, GEC will review and analyze historical annual average daily traffic (AADT) traffic counts in the study area via TxDOT's Traffic Count Database System (TCDS).<sup>1</sup> The base year traffic volumes of the Project and historical traffic within the study area will be extracted from this data source.

GEC will also review proposed future network improvements, as several transportation mobility and improvement projects are proposed in the related Transportation Improvement Plan (TIP) for the short-term and Metropolitan Transportation Plan (MTP) for the long-term.

GEC will obtain the latest version of the Lower Rio Grande Valley (LRGV) Travel Demand Model (TDM) from the Rio Grande Valley MPO (RGVMPO).

## ***Task 3: Travel Demand Modeling***

GEC will use the previously mentioned LRGV TDM to estimate future build and no-build conditions; the model will also be used to estimate Project demand.

GEC will revise travel time to validate network performance, corroborate model outputs with Google API time measurements, and make the necessary adjustments to calibrate the model for the base year. Specifically, a clear understanding of travel times and time-savings (or trade-offs) should emerge in connection with the project and its area of influence.

GEC will perform model calibration. Traffic assignments from the model representing existing conditions will be compared to existing counts and origin-destination (OD) results within the area of influence. Using measured speed values, impedances will be adjusted to reproduce control results in accordance with accepted calibration tolerances. The model will be validated to reflect capacity restraints resulting from traffic counts and number of lanes at key roadways within the study area.

GEC will calibrate the future year model networks. GEC will then run the future year models to generate the following traffic assignment sets for the roadways within the study area:

1. Opening Year No-build
2. Opening Year Build
3. First Future Year No-build
4. First Future Year Build
5. Second Future Year No-build
6. Second Build

Additionally, for the operations analysis, GEC will obtain existing and forecasted intersection turning movements for all analyzed intersections. GEC will also use TDM data for the traffic

---

<sup>1</sup> <https://txdot.ms2soft.com>



operations analysis. The model results will include existing and future build and no-build conditions.

#### ***Task 4: Develop Traffic Demand***

GEC will assess the traffic demand analysis of the Project by using the LRGV TDM.

After adoption, calibration, and validation of the TDM, GEC will determine the traffic demand of the project. South Padre Island has different markets, for example:

- Spring Breakers
- Holiday Traffic from Mexico (Semana Santa)
- Tourists getting into Cameron County from I2 and US 77
- Weekend Trips
- Local Leisure Trips
- Hotel and Restaurant Workers

Once GEC has obtained the daily demand volumes for the different model years, GEC will have the opening year and two future years serving as the basis for forecasting project traffic demand. The analysis will include future regional model growth and a series of sensitivity tests to identify different sensitivities to model inputs. These tests are designed to assist in developing improved traffic volumes estimates, understanding of the impacts of potential changes in assumptions, and to obtain the traffic volumes for the traffic projections for the project.

#### ***Task 5: Traffic Forecasting***

GEC will use the regional TDM and TPP-provided historical regression-based traffic projection data to update future traffic volume projections for the previously analyzed 15 intersections in the study area.

##### ***Traffic Forecasting Methodology***

GEC will update the Draft Traffic Forecasting Methodology Memo outlining the calibration of the regional TDM, all available traffic data used in developing the traffic projections, and the annual growth rates selected for the study area.

GEC will prepare a Traffic Forecasting Methodology Memo to include finalized items of the Draft Traffic Forecasting Methodology Memo, in addition to line diagrams of the balanced base and future AADT projections, TAHD sheets for the previously analyzed 15 roadway segments in the study area, and turning movement projections for the 15 intersections in the study area (including daily non-tourist season, daily tourist season, AM peak hour non-tourist season, PM peak hour non-tourist season, and worst-case tourist season, which includes both peak ingress and egress volumes).

Deliverables:

- Updated TxDOT/TPP demand model and traffic assignment output.



- Updated Balanced line diagrams of balanced existing year traffic volumes and pivot year traffic projections, TAHD sheets, and turning movement projections in PDF format.

### *Existing Conditions Traffic Analysis*

GEC will compile existing traffic data (peak turning movement counts, hourly tube counts and vehicle classification) from available data sources including seasonal traffic factors from available sources.

Following TPP's SOP, GEC will utilize the 20-year historical growth rate to develop the traffic projections using the PIVOT method. However, to obtain an independent point of reference for forecasted growth rates in the region, GEC will also review the latest version of the LRGV TDM.

### *Future Traffic Analysis*

GEC will develop future traffic projections based on the TPP methodology of using balanced existing traffic counts and applying a growth rate obtained from a regression of the Project area's historical traffic data using the PIVOT method. GEC will use existing and historical traffic counts available through TxDOT's traffic count database (ms2soft interface) and TxDOT's planning maps.

GEC will develop average daily traffic (ADT) projections for no-build and build scenarios. The traffic projections will be presented in line diagrams to be used for further analysis. GEC will perform the following sub-tasks to ensure the comprehensiveness of the presented projections:

- Prepare a detailed Project description.
- Analyze and document the existing traffic composition.
- Estimate future traffic composition (trucks percentage).
- Develop traffic projections.

GEC will utilize the traffic projections to establish the future no-build as well as future build traffic conditions. GEC will update the future scenario conditions that represent future traffic on the existing system for each peak hour at 15 intersections. GEC will update the level of service (LOS) in traffic diagrams for incorporation into the schematic document.

GEC will update the TAHD tabulations regarding the 20-year and 30-year design periods. Included in the tabulation will be data for use in air and noise analysis. All values in the TAHD table will be prepared following TPP methodology, based on the previously described traffic projections. These projections will not be considered finalized until final approval by TPP and will not be intended for construction, bidding, or permit purposes.

The TAHD tabulation will include the following items:

1. ADT estimates for the Project's opening year and for 20- and 30-year forecast periods
2. Traffic distribution by direction
3. K-factor
4. Percentage of trucks (daily and peak hour averages)
5. Average 10-heaviest wheel loads daily



6. Total number of equivalent 18k single axle load applications for 20-year and 30-year forecast periods

Items 4, 5, and 6 above will need to be reviewed and calculated by TPP. Therefore, GEC will include its calculations in a separate memorandum for the Authority's use until TPP's official calculations are received. GEC has developed in-house procedures for these calculations; however, only TxDOT has access to the vast amount of data used in their official calculations. Therefore, there is always the chance of observing some differences in the results.

### ***Task 6: Operations Analysis***

GEC will update the three (3) Synchro/SimTraffic models covering the AM peak hour, PM peak hour, and the tourist season (ingress and egress seasonal) peak hour. The previously analyzed 15 intersections will be modeled within the Synchro environment. These models will use the existing traffic and geometry.

Through the calibration process, the model will match traffic volumes and operations representative of each peak hour. The model will serve as a baseline to evaluate the impacts of future traffic and proposed improvements. GEC will prepare traffic diagrams showing LOS for incorporation into the schematic document.

### ***Task 7: Documentation***

GEC will prepare three memoranda:

- 1) Memorandum documenting the traffic projections methodology and assumptions, including the travel demand modeling methodology and development.
- 2) Memorandum representing the results of the traffic projection development and the partial TAHD tables.
- 3) Internal memorandum including the complete TAHD tables for the Authority's use.

After review by the Authority, GEC will address any comments/questions and revise the Draft Memorandum as needed.

Additional technical deliverables:

- Synchro/SimTraffic microsimulation files representing the AM & PM peaks and seasonal peak for the existing and future no-build and build alternatives (Electronic file –Synchro version 11 format)
  - Technical memorandum section summarizing existing and future no-build traffic operations and analysis comparing the performance of each condition (Electronic file - MS Word and PDF format)

### **FC 145 Project Management (PS&E)**

GEC shall perform the following management activities during the development of the Traffic Projections:



1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (1 sub-consultant projected).
3. Preparation of invoices and progress reports.
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules.
6. Organize and download electronic file deliverables.



## **EXHIBIT C**

### **Schedule of Work**

The GEC will diligently pursue the completion of the Project as defined by the milestones and deliverable due dates.

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

#### **NOTICE TO PROCEED -- Upon Execution**

GEC estimates a schedule of 10 weeks to complete the SPI Second Access traffic projections update study, beginning immediately after receiving the NTP. Project completion and final documentation is, however, contingent on receiving approval of the traffic forecast memo from TPP, which may take up to several months.



PROJECT: SPI 2nd Access - Traffic Update  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSJ:  
 COUNTY: Cameron County  
 RRP JOB NO.: U2716 SWA1 to WA26

10/16/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Exhibit B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	Env Scientist III	Engineer Structural	Engineer (V)	Engineer (IV)	Engineer (I,II)	Senior CADD	CADD Operator (I)	Secretary	TOTAL HRS		
		<b>Traffic Projections Update</b>																	\$0.00	
	Task 1	Project Management/Mobilization	C&M	SPECIAL														0	\$12,142.14	
	Task 2	Review of Existing Information	C&M	SPECIAL														0	\$11,445.16	
	Task 3	Travel Demand Modeling	C&M	SPECIAL														0	\$28,037.12	
	Task 4	Develop Traffic Demand	C&M	SPECIAL														0	\$10,917.62	
	Task 5	Traffic Forecasting	C&M	SPECIAL														0	\$14,762.17	
	Task 6	Operational Analysis	C&M	SPECIAL														0	\$27,793.96	
	Task 7	Documentation	C&M	SPECIAL														0	\$10,843.18	
		<b>Sub Total (TRAFFIC PROJECTIONS (See Attached Cost Proposal))</b>			0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$115,941.35
		<b>Project Administration and Coordination</b>																		
		Project Manager (Proj. Coord)	RRP	BASIC			6										1	7	\$1,714.93	
		Project Manager Weekly Meeting (Prog. Rpts)	RRP	BASIC			4											4	\$1,099.96	
		Project Coordination Meetings	RRP	BASIC			4										1	5	\$1,164.95	
		Prepare Proj. Meetings Notes	RRP	BASIC														0	\$0.00	
		Cameron County RMA Project Coordination	RRP	BASIC			4											4	\$1,099.96	
		<b>Sub Total ( - Project Administration and Coordination)</b>			0	0	18	0	0	0	0	0	0	0	0	0	2	20		\$5,079.80
		<b>LABOR TOTALS</b>																		
		Total Hours	MULTIPLIER		0	0	18	0	0	0	0	0	0	0	0	0	2	20		\$121,021.15
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717		299.96	249.99	274.99	185.00	110.02	89.99	245.16	224.98	207.44	169.73	115.00	99.99	64.99			
		BASE RATES: (\$/MAN-HOUR )			79.53	66.28	72.91	49.05	29.17	23.86	65.00	59.65	55.00	45.00	30.49	26.51	17.23			
	160	<b>NON LABOR</b>																		
	a	FedEx Courier	RRP	SPECIAL															\$0.00	
	b	Outside reproduction	RRP	SPECIAL															\$0.00	
	c	Travel - Mileage Project Site Visits	RRP	SPECIAL	Mileage per trip =	108		Trips =	2						Milage Rate (\$/mi.)=	\$ 0.540			\$116.64	
	d	Travel to District Area Office- Mileage	RRP	SPECIAL	Mileage per trip =			Trips =							Milage Rate (\$/mi.)=	\$ 0.540			\$0.00	
		<b>Sub Total (F.C. 160)</b>																		\$116.64
		<b>NON LABOR TOTAL</b>																	\$116.64	
		<b>BASIC SERVICE TOTAL</b>																	\$5,079.80	
		<b>PROJECT TOTAL</b>																		\$121,137.79





**EXHIBIT D  
Cost Proposal**

C&M Associates, Inc.  
RRP - CCRMA SPI Second Access Traffic Projection Study Proposal  
Budget Breakdown by Task

	Task Description	Quality Manager	Project Manager	Engineer V	Engineer IV	Engineer in Training	GIS Operator	Scheduler	Total	Budget by Task
1	Project Management/Mobilization	6	24	16	12	0	0	0	58	\$12,142.14
2	Review of Existing Information	4	8	8	24	24	24	0	92	\$11,445.16
3	Travel Demand Modeling	8	24	0	80	100	20	0	232	\$28,037.12
4	Develop Traffic Demand	4	6	0	40	40	0	0	90	\$10,917.62
5	Traffic Forecasting	1	20	16	20	40	8	0	105	\$14,762.17
6	Operational Analysis	8	20	40	40	80	20	0	208	\$27,793.96
7	Documentation	2	4	8	8	24	18	40	104	\$10,843.18
<b>Total Hours</b>		<b>33</b>	<b>106</b>	<b>88</b>	<b>224</b>	<b>308</b>	<b>90</b>	<b>40</b>	<b>889</b>	
Hourly Loaded Rate		\$249.97	\$252.69	\$188.97	\$129.52	\$80.52	\$77.96	\$86.22		
<b>Total Budget</b>										<b>\$115,941.35</b>