

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 27th day of November 2023, there was conducted a Special Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 P.M.

PRESENT:

FRANK PARKER, JR.  
CHAIRPERSON

MICHAEL SCAIEF  
VICE CHAIRMAN (ABSENT)

ARTURO A. NELSON  
SECRETARY

AL VILLARREAL  
TREASURER

MARK ESPARZA  
DIRECTOR

LEO R. GARZA  
DIRECTOR

JULIE GUERRA-RAMIREZ  
DIRECTOR

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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 20<sup>th</sup> day of November 2023 at 04:25 P.M.

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**PUBLIC COMMENTS**

**1 PUBLIC COMMENTS**

None.

## ACTION ITEMS

### **2-A Consideration and Approval of the October 26, 2023, Regular Meeting Minutes**

Secretary Nelson moved to approve the October 26, 2023, Regular 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 Garza moved to acknowledge the Claims as presented. The motion was seconded by Director Esparza and carried unanimously.

**The Claims are as follows:**

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### **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 TDRS contribution for the month of November 2023 as follows: Admin \$14,107.04 and Tolls \$5,874.59 for a total of \$19,981.63.

Treasurer Villarreal moved to approve the Claims as presented along with the TDRS contribution for November 2023 as follows: Admin \$14,107.04 and Tolls \$5,874.59 for a combined total of \$19,981.63. The motion was seconded by Director Garza and carried unanimously.

**The Claims are as follows:**

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

Mr. Victor Barron, RMA Chief Financial Officer, went over the Financial Statement and Budget Amendments for the month of October 2023. Mrs. Janett Huerta, Tolls Administrator, went over the Toll Operation report for the month of October 2023.

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

### **2-E Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veteran's Bridge DAP Project.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board for the need to approve the Payment of Invoices and Release of Checks to SpawGlass estimated amounts of the following Pay Apps: Pay App #15 change to \$1,400,000 from \$1,350,000; Pay App #16 \$1,000,000; and Pay App #17 \$1,350,000 for the Veteran's Bridge DAP Project.

Director Esparza moved to approve the Payment of Invoices and Release of Checks SpawGlass the estimated amounts of Pay App #15 with the change to \$1,400,000 from \$1,350,000; Pay App #16 for \$1,000,000; Pay App #17 from \$1,350,000 for the Veteran's Bridge DAP Project. The motion was seconded by Secretary Nelson and carried unanimously.

**2-F Consideration and Approval of Recommendation of the Highest Ranked GEC Proposal for the South Parallel Corridor Phase III Project Environmental and PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need for approval of the Highest Ranked GEC Proposal for the South Parallel Corridor Phase III Project Environmental and PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations. Mr. Sepulveda went on to state that this was the last phase of the project. Staff recommended awarding the project to RRP Consultant Engineers and enter into contract negotiations.

Director Garza moved to approve the Highest Ranked GEC Proposal for the South Parallel Corridor Phase III Project Environmental and PS&E Solicitation and Authorize Staff to enter into Contract Negotiations with RRP Consultant Engineers. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**2-G Consideration and Approval of Recommendation of the Highest Ranked GEC Proposal for the 281 Connector Project Preliminary Engineering and Environmental Solicitation and Authorize staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need for approval of the Highest Ranked GEC Proposal for the 281 Connector Project Preliminary Engineering and Environmental Solicitation and Authorize Staff to Enter into Contract Negotiations. Mr. Sepulveda advised that there was an interlocal with the county to fund the preliminary engineering and environmental. Staff recommended awarding the project to GDJ, Engineering and enter into contract negotiations.

Treasurer Villarreal moved to approve the Highest Ranked GEC Proposal for the 281 Connector Project Preliminary Engineering and Environmental Solicitation and Authorize staff to enter into contract negotiations. The motion was seconded by Director Esparza and carried unanimously.

**2-H Consideration and Approval of the Highest Ranked GEC Proposal for the Outer Parkway Project Preliminary Engineering and Environmental Solicitation and Authorize Staff to Enter into Contract Negotiations.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need for approval of the Highest Ranked GEC Proposal for the Outer Parkway Project Preliminary Engineering and Environmental Solicitation and Authorize Staff to Enter into Contract Negotiations. Mr. Sepulveda advised that there was an interlocal with the county to fund the preliminary engineering and environmental. Staff recommended awarding the project to RRP Consulting Engineers and enter into contract negotiations.

Treasurer Villarreal moved to approve the Highest Ranked GEC Proposal for the Outer Parkway Project Preliminary Engineering and Environmental Solicitation and Authorize staff to enter into contract negotiations. The motion was seconded by Secretary Nelson and carried unanimously.

**2-I Consideration and Approval of an Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and the Harris County Toll Road Authority.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of need to approve the Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and the Harris County Toll Road Authority. Mr. Sepulveda advised that the amended interlocal was still undergoing legal review and we had an anticipated go live date on April 30, 2024 with the flat fee option.

Secretary Nelson motioned to approve to the Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and the Harris County Toll Road Authority pending legal review and approval. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**2-J Consideration and Authorization to Approve a Job Order Contracting Agreement with Noble Texas Builders, LLC for Roofing Repairs and Installation on the CCRMA Administration Building via Contract with Texas BuyBoard Purchasing Cooperative.**

Mr. Alejandro Garcia, RMA Construction Manager, advised the board of the need of approval of the Job Order Contract Agreement with Noble Texas Builders, LLC for Roofing Repairs and Installation on the CCRMA Administration Building via Contract with Texas BuyBoard Purchasing Cooperative. Treasurer Villarreal advised what type of warranty the job came with, in which Mr. Garcia advised that it was only a two-year warranty for the repair work. The board's concern was that this was a temporary fix for the amount of money and warranty the CCRMA would be receiving. Mr. Pete Sepulveda, Jr., RMA Executive Director, advised that they could table the item and go out for bid to replace the roof.

Treasurer Villarreal motioned to table the Job Order Contracting Agreement with Noble Texas Builders, LLC for the Roofing Repairs and installation on the CCRMA Administration Building via Contract with Texas BuyBoard Purchasing Cooperative. The motion was seconded by Director Esparza and carried unanimously.

**2-K Consideration and Approval of Work Authorization No. 34 with RRP Engineering, LLC for the Preliminary Engineering and Environmental Document for the Flor de Mayo International Bridge.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need of approval of Work Authorization No. 34 with RRP Engineering, LLC for the Preliminary Engineering and Environmental Document for the Flor de Mayo International Bridge. Mr. Sepulveda advised that the county had submitted for a Presidential Permit in September in which they came back and advised that it needed to go through the NEPA process. Mr. Sepulveda further advised that there was an Interlocal Agreement with Cameron County for the amount of Work Authorization 34 with RRP Consulting Engineers.

Secretary Nelson motioned to approve Work Authorization No. 34 with RRP Engineering, LLC for the Preliminary Engineering and Environmental Document for the Flor de Mayo International Bridge. The motion was seconded by Director Garza and carried unanimously.

**2-L Consideration and approval of Work Authorization No. 6 between the Cameron County Regional Mobility Authority and GDJ Engineering for the MPO Assistance and Planning Purposes.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need of approval of Work Authorization No. 6 between the Cameron County Regional Mobility Authority and GDJ Engineering for the MPO Assistance and Planning Purposes.



Director Esparza motioned to approve Supplemental Work Authorization No. 6 between the Cameron County Regional Mobility Authority and GDJ Engineering for the MPO Assistance and Planning Purposes. The motion was seconded by Secretary Nelson and carried unanimously.

**2-M Consideration and Discussion regarding the FM 509 Project from FM 508 to FM 1599.**

Mr. Pete Sepulveda, RMA Executive Director, advised the board of a letter that was sent to TxDOT in October 2023 for the redistribution of the funds for the FM 509 Project from FM 508 to FM 1599. Mr. Sepulveda advised that TxDOT came back with a response and the letter was included in their packet.

Director Esparza motioned to acknowledge the discussion on the FM 509 Project from FM 508 to FM 1599. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**2-N Consideration and Approval of a Resolution Approving an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Stenger Concrete Path Project and Authorizing Chairman Frank Parker, Jr. to sign any necessary documents as many be needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$68,435.00 as Contained in the Advanced Funding Agreement and Authorizing Release of the Check.**

Mr. Pete Sepulveda, RMA Executive Director, advised the board for need of Approval of a Resolution Approving an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Stenger Concrete Path Project and Authorizing Chairman Frank Parker, Jr. to sign any necessary documents as many be needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$68,435.00 as Contained in the Advanced Funding Agreement and Authorizing Release of the Check. Mr. Sepulveda advised that there is an Interlocal with the City of San Benito and they are prepared to move forward on the project. Staff recommended approval.

Director Esparza motioned for an Approval of a Resolution Approving an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Stenger Concrete Path Project and Authorizing Chairman Frank Parker, Jr. to sign any necessary documents as many be needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$68,435.00 as Contained in the Advanced Funding Agreement and Authorizing Release of the Check. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**The Resolution is as follows:**

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**2-O Consideration and Possible Action on the Agreement between the Cameron County Regional Mobility Authority and Toll Plus AKA VIAPlus and Provide for a Transition Period.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the agreement between the Cameron County Regional Mobility Authority and TollPlus AKA VIAPlus and Provide a Transition Period. Mr. Sepulveda advised that it is still pending the legal recommendation of the agreement.

Director Esparza motioned to approve the agreement between the Cameron County Regional Mobility Authority and Toll Plus AKA VIAPlus and Provide for a Transition Period pending legal recommendation. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**2-P Consideration and Possible Action on the Agreement between the Cameron County Regional Mobility Authority and Infosend and Provide for a Transition Period.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the agreement between the Cameron County Regional Mobility Authority and Infosend and Provide a Transition Period. Mr. Sepulveda advised that it is still pending the legal recommendation of the agreement.

Director Esparza motioned to approve the agreement between the Cameron County Regional Mobility Authority and Infosend and Provide for a Transition Period pending legal recommendation. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**2-Q Consideration and Approval of an Amendment to the Master Services Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need for an approval of the Amendment to the Master Services Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch. Mr. Sepulveda also advised that with this amendment, it would produce savings of over \$100,000 a year and that Kapsch is aware of the change.

Director Esparza motioned to approve the Amendment to the Master Services Agreement to Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch. The motion was seconded by Director Garza and carried unanimously.

**2-R Consideration and Approval of a Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need for Approval of a Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment. Mr. Barron also advised that the purchase would be through a Texas DIR Program.

Treasurer Villarreal motioned to approve a Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**Director Esparza motioned to go into Executive Session @ 12:57 pm. The motion was seconded by Director Garza 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 Direct Connector. Pursuant to V.T.C.A. Government Code, Section 551.071 (1).**

**3-C Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with A to Be, Pursuant to V.T.C.A., Government Code, Section 551.071(1).**

- 3-D Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Interlocal Agreement with the Harris County Toll Road Authority, Pursuant to V.T.C.A., Government Code, Sections 551.071 (1) & (2).**
- 3-E Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with TollPlus AKA ViaPlus, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**
- 3-F Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with Infosend, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**
- 3-G Deliberation Regarding Property Owned by the Cameron County Regional Mobility Authority and Legal Described as Town Hall Block 1, Lot 1, 3.3366 Acres, Rancho Viejo Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Sections 551.072.**

Secretary Nelson motioned to come back from Executive Session @ 1:22 pm. The motion was seconded by Director Esparza and carried unanimously.

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

**4-A Possible Action**

Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**4-B Possible Action**

Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**4-C Possible Action**

Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**4-D Possible Action**

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

**4-E Possible Action**

Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**4-F Possible Action**

Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in

Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**4-G Possible Action**


Treasurer Villarreal moved to acknowledge the report of legal counsel and to proceed as discussed in Executive Session. The motion was seconded by Director Guerra-Ramirez and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Treasurer Villarreal and seconded by Director Esparza and carried unanimously, the meeting was **ADJOURNED** at 1:24 P.M.

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APPROVED this 15th day of December 2023.

  
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CHAIRMAN FRANK PARKER, JR.

ATTESTED:   
ARTURO A. NELSON, SECRETARY



**IMPROVING MORE THAN JUST ROADS**

**AGENDA**

**Special Meeting of the Board of Directors  
of the  
Cameron County Regional Mobility Authority  
3470 Carmen Avenue, Suite 5  
Rancho Viejo, Texas 78575  
November 27, 2023  
12:00 Noon**

**PUBLIC COMMENTS:**

1. Public Comments.

**ITEMS FOR DISCUSSION AND ACTION:**

2. Action Items.
  - A. Consideration and Approval of the October 26, 2023, Regular Meeting Minutes.
  - B. Acknowledgement of Claims.
  - C. Approval of Claims.
  - D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of October 2023.
  - E. Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project.
  - F. Consideration and Approval of Recommendation of the Highest Ranked GEC Proposal for the South Parallel Corridor Phase III Project Environmental and PS&E Solicitation and Authorize Staff to Enter into Contract Negotiations.
  - G. Consideration and Approval of Recommendation of the Highest Ranked GEC Proposal for the 281 Connector Project Preliminary Engineering and Environmental Solicitation and Authorize Staff to Enter into Contract Negotiations.
  - H. Consideration and Approval of Recommendation of the Highest Ranked GEC Proposal for the Outer Parkway Project Preliminary Engineering and Environmental Solicitation and Authorize Staff to Enter into Contract Negotiations.
  - I. Consideration and Approval of an Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and the Harris County Toll Road Authority.

- J. Consideration and Authorization to Approve a Job Order Contracting Agreement with Noble Texas Builders LLC for Roofing Repairs and Installation on the CCRMA Administration Building via Contract with Texas BuyBoard Purchasing Cooperative.**
- K. Consideration and Approval of Work Authorization No. 34 with RRP Engineering, LLC for the Preliminary Engineering and Environmental Document for the Flor de Mayo International Bridge.**
- L. Consideration and Approval of Work Authorization No. 6 between the Cameron County Regional Mobility Authority and GDJ Engineering for MPO Assistance and Planning Purposes.**
- M. Consideration and Discussion regarding the FM 509 Project from FM 508 to FM 1599.**
- N. Consideration and Approval of a Resolution Approving an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Stenger Concrete Path Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$68,435.00 as Contained in the Advanced Funding Agreement and Authorizing Release of the Check.**
- O. Consideration and Possible Action on the Agreement between the Cameron County Regional Mobility Authority and Toll Plus AKA VIAPlus and Provide for a Transition Period.**
- P. Consideration and Possible Action on the Agreement between the Cameron County Regional Mobility Authority and Infosend and Provide for a Transition Period.**
- Q. Consideration and Approval of an Amendment to the Master Services Agreement for Toll System Maintenance between the Cameron County Regional Mobility Authority and Kapsch.**
- R. Consideration and Approval of Purchase Lease Agreement with Dell Financial Services for the purchase of Office Computers, Printers, Scanners, and other equipment.**

**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 (1).**

- C. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with A to Be, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).**
- D. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Interlocal Agreement with the Harris County Toll Road Authority, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**
- E. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with Toll Plus AKA ViaPlus, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**
- F. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues with the Agreement with Infosend, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**
- G. Deliberation Regarding Property Owned by the Cameron County Regional Mobility Authority and Legally Described as Town Hall Block 1, Lot 1, 3.3366 Acres, Rancho Viejo, Cameron County, Texas, Pursuant to V.T.C.A., Government Code, Section 551.072.**

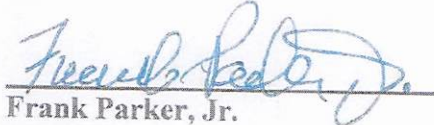
**4. Action Relative to Executive Session.**

- A. Possible Action.**
- B. Possible Action.**
- C. Possible Action.**
- D. Possible Action.**
- E. Possible Action.**
- F. Possible Action.**
- G. Possible Action.**



**ADJOURNMENT:**

Signed this 20<sup>th</sup> day of November 2023.

  
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 November 15, 2023

#### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CheckMark	119054 10/23	\$ 60.91	Time Clock Oct 2023	Indirect	Y	Local	Ope
JWH and Associates, Inc.	2223	5,885.00	North Railroad Alternatives Oct 2023	North Rail Relocation	Y	Local	TRZ
Lone Star Shredding Document Storage	1991978	67.50	Shredding Services Oct 2023	Indirect	Y	Local	Ope
Make-A-Wish Foundation of the Rio Grande Valley	Make A Wish 5k & 1k	500.00	Wish Upon A Star 5k Race & 1k Fun Run	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel BTAC 11.13.23	522.02	Travel Reimbursement BTAC PSJ 11.9.23	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 10.31.23	1,308.76	Travel Reimbursement PSJ TTI Conferance	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ Oct 2023	1,246.27	Travel Reimbursement PSJ Oct 2023	Indirect	Y	Local	Ope
Staples Business Credit	1651919496	588.37	Office Supplies for Admin/HR	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	2170	5,568.50	Legal Services Oct 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 10/23	35.49	Water & Wastewater Ste 7 Oct 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 10/23	34.77	Water & Wastewater Ste 6 Oct 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 10/23	35.79	Water & Wastewater Ste 4 Oct 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 10/23	35.00	Water & Wastewater Ste 3 Oct 2032	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 10/23	34.62	Water & Wastewater Ste 8 Oct 2023	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 10/23	34.47	Water & Wastewater Ste 5 Oct 2023	Indirect	Y	Local	Ope
		15,957.47					

#### Interlocal Agreements

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cameron County	Unused Funds MBT	\$ 14,999.00	Unused Funds From Mountain Bike Trail	Mountain Bike Trail	Y	Local	Restri
Ethos Holistique Holdings, LLC	2023-351	1,400.00	Isla Blanca Admin Building August 2023	CC - Administration Building & Parking Lot	Y	Local	Ope
Ethos Holistique Holdings, LLC	2023-384	700.00	Parks Admin Bldg HVAC and Lighting System Oct 2023	CC - Administration Building & Parking Lot	Y	Local	Ope
JWH and Associates, Inc.	2123	1,250.00	Gateway Bridge LPOE Oct 2023	CC - Gateway Bridge	Y	Local	Restri
Noble Texas Builders, LLC	22.0203.00 #17	15,588.40	Parks Admin Bldg October 2023	CC - Administration Building & Parking Lot	Y	Local	Ope
		33,937.40					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Cameron County Amphitheater & Event Center	0001	\$ 1,000.00	Sponsorship for Dashing Through the Sky: Christmas Drone	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1012438	763.10	Out of State DMV Records Oct 2023	Indirect	Y	Local	Toll
Lily Anne Garcia	Travel LG Oct 2023	67.15	Travel Reimbursement LG Oct 2023	Indirect	Y	Local	Toll
Gerardo Medina	Ref DV GM 11.7.23	8.50	Refund TxTag DV Gerardo Medina	Indirect	Y	Local	Toll
Harlingen Area Chamber of Commerce	State Luncheon	2,000.00	Sponsorship State of the State Luncheon Premier	Indirect	Y	Local	Toll
iCheckU Drug and Alcohol Testing Services	884	180.00	Background Check MC-SB-MA Tolls	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20231031	116.83	Address and Name Lookup Oct 2023	Indirect	Y	Local	Toll
Make-A-Wish Foundation of the Rio Grande Valley	Make A Wish 5k & 1k	500.00	Wish Upon A Star 5k Race & 1k Fun Run	Indirect	Y	Local	Toll
Matus Contractor Company	647	9,500.00	Grass, Garbage and Herbicide Alton Gloor to SH48 Zone 3	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113408296	1,233.95	Hang In There Lanyard 750 qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113412718	421.95	Microfiber Cleaning Cloth In Case 500 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113413185	1,098.95	Lip Balm and Sunstick 1000 qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113413836	1,147.95	.5oz Screen Cleaner and Spray 750qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113414781	917.95	Large Water-Resistant Lila Shopping Tote 1000 qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113416665	808.90	Full Color Bright Jesse Notebook 500 qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113421369	1,144.90	Design Wrap Color Accent Duet Highlighter Pen 1500 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113436658	1,013.95	10 ML Pocket Hand Sanitizer Spray 1000 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113444758	1,191.95	First Aid Pouch 1000 Qty	Indirect	Y	Local	Toll

NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit#923 11/23-inc	4.00	Storage Unit #923 Nov 2023-increase	Indirect	Y	Local	Toll
Public Utilities Board	600710 10/23	228.88	Electricity 1100 Fm 511 Hwy Bro Tx Oct 2023	Direct Connectors - SH550	Y	Local	Toll
Rentfro, Irwin, & Irwin, P.L.L.C	2170	1,182.50	Legal Services Oct 2023	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 10/23	53.40	Water & Wastewater Tolls Oct 2023	Indirect	Y	Local	Toll
		<u>24,584.81</u>					

Operations	\$	15,957.47
Interlocal Agre		33,937.40
Tolls		<u>24,584.81</u>
Total Transfer		<u>74,479.68</u>

Reviewed by:

Monica R. Ibarra,  
Accountant

CMR 11.15.23

Victor J. Barron,  
Controller

JuBa 11.15.23

Pete Sepulveda Jr.,  
Executive Director

PdJ 11.15.23



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

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Oct 2023	\$ 1,237.26	Credit Card Charges Oct 2023	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 10/23	10.99	Bottled Water October 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232970052879307	68.94	Electricity Ste 7 Oct 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232970052879308	114.12	Electricity Ste 3 Oct 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232970052879309	54.61	Electricity Ste 5 Oct 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	232970052879310	54.75	Electricity Ste 4 Oct 2023	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG 10.31.23	788.99	Travel Reimbursement AG Oct 2023	Indirect	Y	Local	Ope
Republic Services	0863-002446290	136.03	Waste Container Nov 2023	Indirect	Y	Local	Ope
Charter	185525901101423	1,168.32	Internet/ Phones Tolls Oct	Indirect	Y	Local	Ope
Toshiba Financial Services	43491502	311.23	Admin Printer Nov 2023	Indirect	Y	Local	Ope
Verizon Wireless	9947584228	75.98	Internet/Hotspot Oct 2023	Indirect	Y	Local	Ope
		<u>4,021.22</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Oct 2023	\$ 44.67	Credit Card Charges Oct 2023	Indirect	Y	Local	Toll
Culligan of the Rio Grande Valley	320895 10/23	57.95	Bottled Water October 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	232970052879023	5.92	Electricity 1505 Fm 511 Oct 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	232970052879024	5.92	Electricity 1705 FM 511 Oct 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	232970052879036	392.16	Electricity Tolls Oct 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	232970052879311	507.67	Electricity 570 Fm 511 Sept-Oct 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	232970052879312	380.90	Electricity 1895 Fm 511 #1 Oct 2023	FM1847 - SH550	Y	Local	Toll
Jonathan Prater	Ref DV JP 10.30.23	2.50	Refund DV Jonathan Prater 10.30.23	Indirect	Y	Local	Toll
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 11/23	317.00	Storage Unit #923 November 2023	Indirect	Y	Local	Toll
Prisciliano Delgado	10602	250.00	Lawn Care October 2023	Indirect	Y	Local	Toll
RS Americas, Inc.	9018496885	177.34	Pharr Spare Parts	Indirect	Y	Local	Toll
RS Americas, Inc.	9018496886	390.39	Pharr Spare Parts	Indirect	Y	Local	Toll
RS Americas, Inc.	9018502085	88.67	Pharr Spare Parts	Indirect	Y	Local	Toll
Texas Department of Motor Vehicles (TxDMV)	TxDmv 11.1.23	3,000.00	Name and Address Lookup Nov 2023	Indirect	Y	Local	Toll
Charter Communications	185399301101423	261.06	Ethernet 2129 Fm Apt 511 Oct 2023	Direct Connectors - SH550	Y	Local	Toll
Charter Communications	185525901101423	1,168.31	Internet/ Phones Tolls Oct 2023	Indirect	Y	Local	Toll
Charter Communications	185961401101423	261.06	Ethernet 104 N Lynnwood Oct 2023	Direct Connectors - SH550	Y	Local	Toll
United States Postal Service	FC Postage 10.31.23	660.00	First Class Postage 1000 Qty	Indirect	Y	Local	Toll
Verizon Wireless	9947584228	75.98	Internet/Hotspot Oct 2023	Indirect	Y	Local	Toll
		<u>8,047.50</u>					
Operations		\$ 4,021.22					
Tolls		<u>8,047.50</u>					
Total Transfer		<u>12,068.72</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

*Monica R. Ibarra* 11.6.23

Victor J. Barron,  
Controller

*Victor J. Barron* 11.6.23

Pete Sepulveda Jr.,  
Executive Director

*Pete Sepulveda Jr.* 11.6.23



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims November 3, 2023**

**Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Noble Texas Builders, LLC	22.0203.00 #16	\$ 3,687.00	CC Parks Admin Bldg Sept 2023	CC - Administration Building & Parking Lot	Y	Local	Op
Pathfinder Public Affairs, Inc	68-B	8,000.00	Consulting Services ILA August 2023	CC - Consulting Services PF	Y	Local	Op
		<u>11,687.00</u>					
	Interlocal Agree	<u>11,687.00</u>					
	Total Transfer	<u>11,687.00</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

*Monica R. Ibarra* 11.3.23

DocuSigned by:

Victor J. Barron,  
Controller

*Victor Barron* 11/3/2023

DocuSigned by:

Pete Sepulveda Jr,  
Executive Director

*P. Sepulveda* 11/3/2023

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims October 27, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	556395	\$ 37.68	Employee Supplemental Insurance Oct 2023	Indirect	Y	Local	Ope
Diamante Super Clean	11-005	850.00	Janitorial Services October 2023	Indirect	Y	Local	Ope
Lily Anne Garcia	Reim LG 9.30.23	8.22	Reimbursement Travel & Misc LG 9.30.23	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI 9.30.23	83.51	Travel Reimbursement MRI Sept 2023	Indirect	Y	Local	Ope
GDJ Engineering	2023-164	8,963.22	MPO Project September 2023	Indirect	Y	Local	TRZ
Gexa Energy, LP	33767479	98.34	Electricity Ste 6 October	Indirect	Y	Local	Ope
Locke Lord LLP	1818675	75.94	Legal Services August 2023	Indirect	Y	Local	Ope
		<u>10,116.91</u>					

**Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2023-174	\$ 3,426.68	Los Fresnos Sidewalk Proj Sept 2023	COLF Side Walk	Y	Local	Restri
GDJ Engineering	2023-104	4,107.75	South Williams Rd May	S. Williams Road	Y	Local	Ope
GDJ Engineering	2023-115	11,238.87	North Williams Rd June	N. Williams Road	Y	Local	Ope
GDJ Engineering	2023-132	12,425.36	South Williams Rd July 2023	S. Williams Road	Y	Local	Ope
		<u>31,198.66</u>					

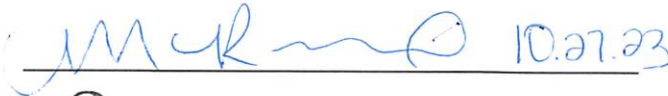


**Tolls**

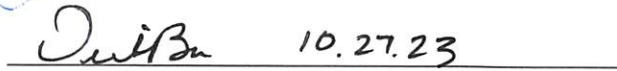
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Eduardo J. Trevino	Travel EJT 10.26.23	\$ 47.68	Travel Reimbursement EJT 10.26.23	Indirect	Y	Local	Toll
Eduardo J. Trevino	Travel EJT 9.30.23	14.02	Travel Reimbursment EJT 9.30.23	Indirect	Y	Local	Toll
Kassandra Palacios MPC Studios, Inc	130065 33477	150.00 250.00	Faucet repair at Tolls office Graphic Design Redesign of Full Page SPI Guide	Indirect Indirect	Y Y	Local Local	Toll Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113398832	734.90	Promo Items- Handy Dandy Screwdriver Qty 500	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113402278	921.12	Promo Items Collapsible Koozie Can Cooler 1000 Qty	Indirect	Y	Local	Toll
Public Utilities Board	588837 10/23	233.19	Electricity 180042 SH550 Bro, TX Oct 2023	Port Spur - SH550	Y	Local	Toll
Dominique Ramos	0134	225.00	SH550 Detail 10.3.23 DR	Indirect	Y	Local	Toll
Jorge Cordova	0135	225.00	SH550 Detail 10.3.23 JC	Indirect	Y	Local	Toll
Toshiba Financial Services	43421287	296.86	Tolls Printer October 2023	Indirect	Y	Local	Toll
		3,097.77					
Operations		\$ 10,116.91					
Interlocal Agree		31,198.66					
Tolls		3,097.77					
Total Transfer		44,413.34					

Reviewed by:

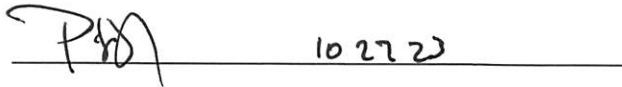
Monica R. Ibarra,  
Accountant

 10.27.23

Victor J. Barron,  
Controller

 10.27.23

Pete Sepulveda Jr,  
Executive Director

 10.27.23

**2-C APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims November 27, 2023**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	U2716.339-02	\$ 72,537.17	SH 48 Master Plan WA 39 October 2023	SH 48 Master PI	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.400-17	5,801.57	SH 550 Gap II September 2023	SH550 GAP II	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.500-20	18,025.80	East Loop APD WA 5 October 2023	East Loop	Y	Local	TRZ
TML Health Benefits Pool	PCAMERO62312	13,557.55	Employee Health Insurance December 2023	Indirect	Y	Local	Ope
		109,922.09					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	U2716.400-17	\$ 23,206.28	SH 550 Gap II September 2023	SH550 GAP II	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.230-05	66,282.03	FM 509 APD WA 32 October 2023	FM 509	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.222-12	595,029.79	East Loop PS&E, Geo, Utilities WA 22 October 2023	East Loop	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.260-12	71,958.68	South Padre Island 2nd Access WA 26 Oct 2023	South Padre Island 2nd Access	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.500-20	52,020.89	East Loop APD WA 5 October 2023	East Loop	Y	Local	Ope
		808,497.67					

**Tolls Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus LLC	US2300137	\$ 6,788.45	Maintenance and Support Pharr Bridge Oct 2023	Pharr-Reynosa Intl Bridge	Y	Local	Toll
		<u>6,788.45</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
InfoSend, Inc.	249727	\$ 49,368.48	Printing and Mailing Services Oct 2023	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486024SI00953	19,500.00	Toll System Maintenance Support Aug 2023	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486024SI01128	19,500.00	Toll System Maintenance September 2023	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486024SI01327	20,319.00	Toll System Maintenance October 2023	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62312	11,661.25	Employee Health Insurance December 2023	Indirect	Y	Local	Toll
TollPlus LLC	US2300137	16,389.71	Support and Maintenance Oct 2023	Indirect	Y	Local	Toll
		<u>136,738.44</u>					
Operations		\$ 109,922.09					
Interlocal		808,497.67					
Tolls Interlocal		6,788.45					
Tolls		<u>136,738.44</u>					
Total Transfer		<u>\$ 1,061,946.65</u>					

Reviewed by:

Victor J. Barron,  
Controller

DocuSigned by:  
*Victor Barron* 11/17/2023

Pete Sepulveda Jr,  
Executive Director

DocuSigned by:  
*P. Sepulveda Jr.* 11/17/2023

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

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



## OCTOBER 2023 FINANCIAL REPORT

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



# CCRMA MONTHLY FINANCIAL

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**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Statement of Revenues and Expenditures - Monthly R&E - Unposted  
Transactions Included In Report From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
<b>Operating Revenues</b>						
Vehicle registration fees	\$271,450	\$271,450	\$3,450,000	\$ (3,178,550)	\$252,290	7.59
Interlocal agreements	13,000	13,000	425,700	(412,700)	17,583	(26.07)
Other revenues	835	835	10,080	(9,245)	835	0.01
<b>Total Operating Revenues</b>	<b>285,285</b>	<b>285,285</b>	<b>3,885,780</b>	<b>(3,600,495)</b>	<b>270,708</b>	<b>5.38</b>
<b>Operating Expenses</b>						
Personnel costs	53,228	53,228	1,357,306	1,304,078	71,169	(25.21)
Professional services	17,569	17,569	282,000	264,432	12,000	46.40
Advertising & marketing	3,775	3,775	59,000	55,225	353	968.19
Data processing	987	987	30,000	29,013	334	195.18
Dues & memberships	1,000	1,000	25,000	24,000	1,420	(29.58)
Education & training	-	-	10,000	10,000	-	-
Fiscal agent fees	-	-	52,590	52,590	-	-
Insurance	-	-	9,200	9,200	5,015	(100.00)
Maintenance & repairs	1,546	1,546	75,000	73,454	875	76.73
Office supplies	1,245	1,245	35,150	33,905	1,083	14.95
Leases	311	311	16,235	15,924	311	-
Travel	3,344	3,344	25,000	21,656	211	1,488.23
Utilities	2,060	2,060	31,624	29,564	2,254	(8.61)
Contingency	-	-	132,250	132,250	-	-
<b>Total Operating Expenses</b>	<b>85,065</b>	<b>85,065</b>	<b>2,140,355</b>	<b>2,055,290</b>	<b>95,026</b>	<b>(10.48)</b>
<b>Total Operating Income (Loss)</b>	<b>200,220</b>	<b>200,220</b>	<b>1,745,425</b>	<b>(1,545,205)</b>	<b>175,682</b>	<b>13.97</b>
<b>Non Operating Revenues</b>						
Interest income	89,434	89,434	250,000	(160,566)	15,621	472.53
TRZ revenue	-	-	4,000,000	(4,000,000)	-	-
<b>Total Non Operating Revenues</b>	<b>89,434</b>	<b>89,434</b>	<b>4,250,000</b>	<b>(4,160,566)</b>	<b>15,621</b>	<b>472.53</b>
<b>Non Operating Expenses</b>						
Debt principal and interest	-	-	1,970,425	1,970,425	-	-
Debt interest-LOC	-	-	25,000	25,000	-	-
Project expenses	138,978	138,978	4,000,000	3,861,022	44,076	215.31
<b>Total Non Operating Expenses</b>	<b>138,978</b>	<b>138,978</b>	<b>5,995,425</b>	<b>5,856,447</b>	<b>44,076</b>	<b>215.31</b>
<b>Total Changes in Net Position</b>	<b>\$150,675</b>	<b>\$150,675</b>	<b>\$ -</b>	<b>\$ 150,675</b>	<b>\$147,227</b>	<b>2.34</b>



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures -  
Cash - Unposted Transactions Included In Report From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
<b>Toll Operating Revenues</b>						
TPS Revenues	\$ 315,399	\$315,399	\$2,865,000	\$(2,549,601)	\$215,497	46.36
Fuego Revenues	53,966	53,966	500,000	(446,034)	37,853	42.57
<b>Interop Revenues</b>						
Interop revenues	100,166	100,166	995,000	(894,835)	59,302	68.91
Bridge interoperability	51,244	51,244	520,000	(468,756)	61,433	(16.58)
<b>Total Interop Revenues</b>	<b>151,410</b>	<b>151,410</b>	<b>1,515,000</b>	<b>(1,363,591)</b>	<b>120,734</b>	<b>25.41</b>
<b>Other Toll Revenues</b>						
Interlocal agreement revenues	12,167	12,167	172,517	(160,350)	11,993	1.44
<b>Total Other Toll Revenues</b>	<b>12,167</b>	<b>12,167</b>	<b>172,517</b>	<b>(160,350)</b>	<b>11,993</b>	<b>1.44</b>
<b>Total Toll Operating Revenues</b>	<b>532,941</b>	<b>532,941</b>	<b>5,052,517</b>	<b>(4,519,576)</b>	<b>386,078</b>	<b>38.04</b>
<b>Toll Operating Expenses</b>						
Personnel costs	29,492	29,492	938,097	908,605	30,713	(3.98)
Transaction processing costs	82,776	82,776	1,046,850	964,074	55,404	49.40
Toll system maintenance/IT	23,178	23,178	288,000	264,822	22,613	2.50
Roadside maintnenace	51,243	51,243	615,000	563,757	61,100	(16.13)
CSC indirect/overhead costs	18,720	18,720	570,371	551,651	14,629	27.96
<b>Total Toll Operating Expenses</b>	<b>205,409</b>	<b>205,409</b>	<b>3,458,318</b>	<b>3,252,909</b>	<b>184,459</b>	<b>11.36</b>
<b>Total Operating Income (Loss)</b>	<b>327,532</b>	<b>327,532</b>	<b>1,594,199</b>	<b>(1,266,667)</b>	<b>201,619</b>	<b>62.45</b>
<b>Non Operating Revenues</b>						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
<b>Total Non Operating Revenues</b>	<b>-</b>	<b>-</b>	<b>1,385,000</b>	<b>(1,385,000)</b>	<b>-</b>	<b>-</b>
<b>Non Operating Expenses</b>						
Debt principal and interest	-	-	2,979,199	2,979,199	-	-
<b>Total Non Operating Expenses</b>	<b>-</b>	<b>-</b>	<b>2,979,199</b>	<b>2,979,199</b>	<b>-</b>	<b>-</b>
<b>Changes in Net Position</b>	<b>\$ 327,532</b>	<b>\$327,532</b>	<b>\$ -</b>	<b>\$ 327,532</b>	<b>\$201,619</b>	<b>62.45</b>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Combined Statement of Revenues and Expenses - Unposted Transactions**  
**Included In Report From 10/1/2023 Through 10/31/2023**

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
<b>Operating Revenues</b>						
Vehicle registration fees	\$ 271,450	\$ 271,450	\$ 3,450,000	\$ (3,178,550)	\$ 252,290	7.59
Interlocal agreement	26,001	26,001	608,297	(582,296)	30,411	(14.50)
Toll revenues	520,774	520,774	4,880,000	(4,359,226)	374,085	39.21
<b>Total Operating Revenues</b>	<b>818,225</b>	<b>818,225</b>	<b>8,938,297</b>	<b>(8,120,072)</b>	<b>656,786</b>	<b>24.58</b>
<b>Operating Expenses</b>						
Personnel costs	82,720	82,720	2,295,403	2,212,683	101,882	(18.81)
Accounting software and services	-	-	3,000	3,000	-	-
Professional services	12,000	12,000	229,000	217,000	12,000	-
Contractual services	17,387	17,387	195,000	177,613	-	100.00
Advertising & marketing	16,735	16,735	159,000	142,265	8,007	109.01
Data processing	987	987	30,000	29,013	334	195.18
Dues & memberships	1,000	1,000	32,000	31,000	3,920	(74.49)
Education & training	-	-	20,000	20,000	-	-
Fiscal agent fees	-	-	57,790	57,790	-	-
Insurance	21,480	21,480	94,200	72,720	30,873	(30.43)
Maintenance & repairs	1,946	1,946	150,000	148,054	1,125	73.01
Office supplies	42,508	42,508	478,650	436,142	30,914	37.50
Road maintenance	69,279	69,279	959,700	890,421	72,251	(4.11)
Leases	925	925	48,297	47,372	1,912	(51.62)
Toll services	14,661	14,661	347,250	332,589	10,238	43.21
Travel	3,422	3,422	65,000	61,578	211	1,525.40
Utilities	5,423	5,423	85,024	79,601	5,818	(6.79)
Contingency	-	-	349,359	349,359	-	-
<b>Total Operating Expenses</b>	<b>290,474</b>	<b>290,474</b>	<b>5,598,673</b>	<b>5,308,199</b>	<b>279,484</b>	<b>3.93</b>
<b>Net Change from Operations</b>	<b>527,752</b>	<b>527,752</b>	<b>3,339,624</b>	<b>(2,811,872)</b>	<b>377,301</b>	<b>39.88</b>
<b>Non Operating Revenue</b>						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	89,434	89,434	250,000	(160,566)	15,621	472.53
TRZ Revenue	-	-	4,000,000	(4,000,000)	-	-
<b>Total Non Operating Revenue</b>	<b>89,434</b>	<b>89,434</b>	<b>5,635,000</b>	<b>(5,545,566)</b>	<b>15,621</b>	<b>472.53</b>
<b>Non Operating Expenses</b>						
Bond Debt Expense	-	-	4,949,624	4,949,624	-	-
Debt Interest - LOC	-	-	25,000	25,000	-	-
Project expenses	138,978	138,978	4,000,000	3,861,022	44,076	215.31
<b>Total Non Operating Expenses</b>	<b>138,978</b>	<b>138,978</b>	<b>8,974,624</b>	<b>8,835,646</b>	<b>44,076</b>	<b>215.31</b>
<b>Changes in Net Position</b>	<b>\$ 478,207</b>	<b>\$ 478,207</b>	<b>\$ -</b>	<b>\$ 478,207</b>	<b>\$ 348,846</b>	<b>37.08</b>

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Revenues and Expenditures

From 10/1/2023 Through 10/31/2023

	<u>Cameron County</u>	<u>Total</u>
Non Operating Revenues		
Revenues		
CC - Administration Building & Parking Lot	\$ 16,288	\$ 16,288
Total Revenues	<u>16,288</u>	<u>16,288</u>
Total Non Operating Revenues	<u>16,288</u>	<u>16,288</u>
Non Operating Expenses		
Project expenses		
CC - Administration Building & Parking Lot	16,288	16,288
Total Project expenses	<u>16,288</u>	<u>16,288</u>
Total Non Operating Expenses	<u>16,288</u>	<u>16,288</u>
Total Changes in Net Position	<u>\$ -</u>	<u>\$ -</u>

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

## Balance Sheet As of 10/31/2023

	Current Year
<b>ASSETS</b>	
Current Assets:	
Cash and cash equivalents	\$ 2,016,558
Restricted cash - projects	7,023,210
Restricted cash accounts - debt service	6,862,259
Restricted cash - bond proceeds	2,460,046
Restricted cash - Transportation Reinvestment Zone (TRZ)	9,410,643
Accounts receivable, net	
Vehicle Registration Fees - Receivable	261,895
Other	6,794,661
Total Accounts receivable, net	7,056,556
Accounts receivable - other agencies	5,931,146
Prepaid expenses	63,516
Total Current Assets:	40,823,935
Non Current Assets:	
Capital assets, net	95,054,801
Capital projects in progress	24,772,141
Unamortized bond prepaid costs	89,569
Net pension asset	164,797
Total Non Current Assets:	120,081,308
Deferred Outflow of Resources	
Deferred outflow related to pension	277,113
Total Deferred Outflow of Resources	277,113
Total ASSETS	161,182,356
<b>LIABILITIES</b>	
Current Liabilities	
Accounts payable	694,783
Accrued expenses	304,502
Unearned revenue	5,849,837
Total Current Liabilities	6,849,123
Non Current Liabilities	
Due to other agencies	16,134,188
Long term bond payable	72,662,883
Total Non Current Liabilities	88,797,071
Deferred Inflows of Resources	
Deferred inflows related to pension	159,202
Total LIABILITIES	95,805,396
<b>NET POSITION</b>	
Beginning net position	
	52,054,376
Total Beginning net position	52,054,376
Changes in net position	
	13,322,584
Total Changes in net position	13,322,584
Total NET POSITION	65,376,961
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 161,182,356

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

Statement of Cash Flows

As of 10/31/2023

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from vehicle registration fees	\$ 605,880	\$ 605,880
Receipts from interop toll revenues	162,323	162,323
Receipts from TPS toll revenues	56,082	56,082
Receipts from other operating revenues	26,001	26,001
Payments to vendors	(228,270)	(228,270)
Payments to employees	(91,603)	(91,603)
Total Cash Flows from Operating Activities	<u>530,413</u>	<u>530,413</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of property and equipment	(42,537)	(42,537)
Acquisitions of construction in progress	(3,210,621)	(3,210,621)
Payment on interlocal project expenses	(137,241)	(137,241)
Advances and Interlocal project proceeds	6,608,609	6,608,609
Total Cash Flows from Capital and Related Financing Activities	<u>3,218,210</u>	<u>3,218,210</u>
Cash Flows from Investing Activities		
Receipts from interest income	89,434	89,434
Total Cash Flows from Investing Activities	<u>89,434</u>	<u>89,434</u>
Beginning Cash & Cash Equivalents	<u>23,934,659</u>	<u>23,934,659</u>
Ending Cash & Cash Equivalents	<u>\$ 27,772,717</u>	<u>\$ 27,772,717</u>

**Cameron County  
Regional Mobility Authority**

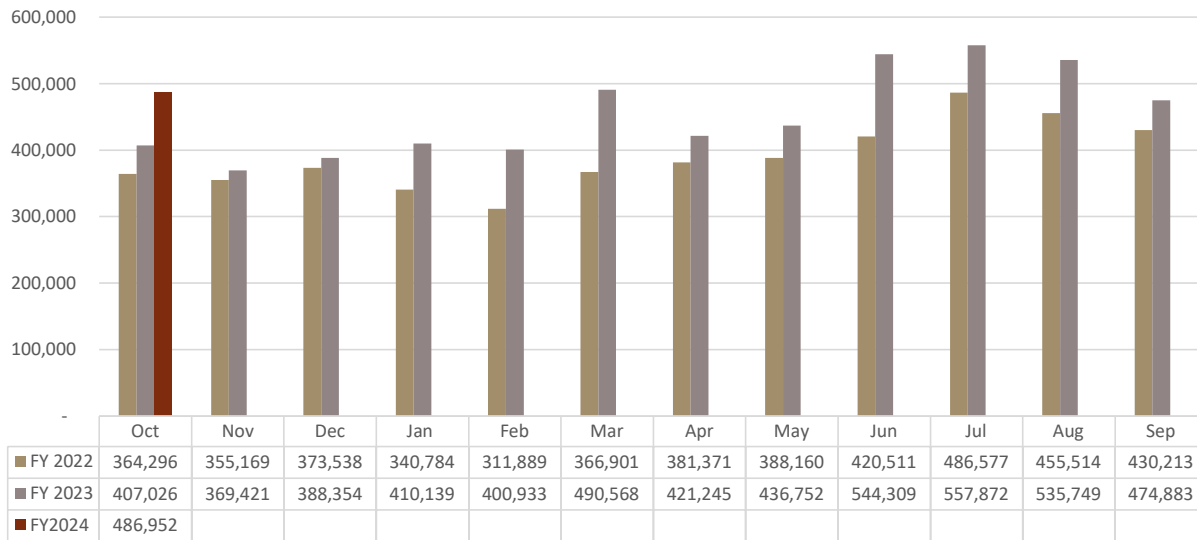
**Duncan Collections FY 2024**

<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-23	\$ 30,233	\$ 3,530	\$ 26,703	\$ 11,824	\$ 14,880	\$ 50,558	\$ 65,438
Total FY'24	30,233	3,530	26,703	11,824	14,880	50,558	65,438



TOLL OPERATIONS REPORT OCTOBER 2023

SH 550 Transactions



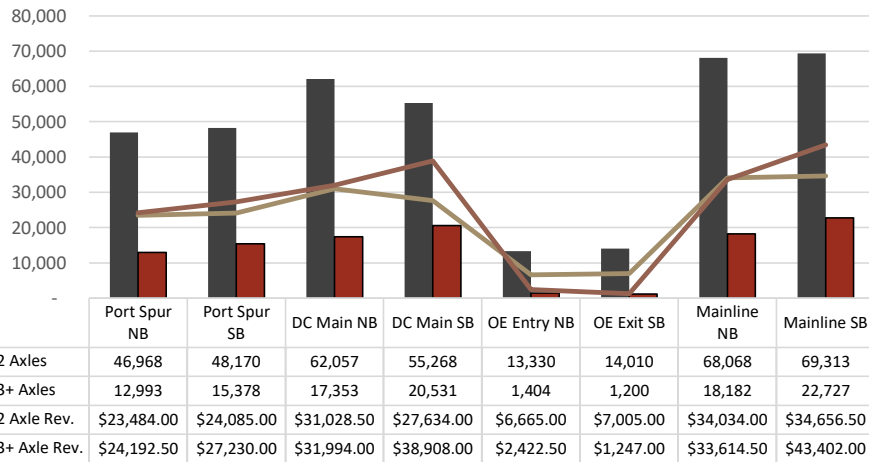
FY	TOTAL
FY 2022	4,674,923
FY 2023	5,437,251
FY 2024* *Through October	486,952

20 % increase for October 2022

# SH 550 YEAR-TO-YEAR TRAFFIC COMPARISON



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



October 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	46,968	12,993	\$ 23,484.00	\$ 24,192.50
Port Spur SB	48,170	15,378	\$ 24,085.00	\$ 27,230.00
DC Main NB	62,057	17,353	\$ 31,028.50	\$ 31,994.00
DC Main SB	55,268	20,531	\$ 27,634.00	\$ 38,908.00
OE Entry NB	13,330	1,404	\$ 6,665.00	\$ 2,422.50
OE Exit SB	14,010	1,200	\$ 7,005.00	\$ 1,247.00
Mainline NB	68,068	18,182	\$ 34,034.00	\$ 33,614.50
Mainline SB	69,313	22,727	\$ 34,656.50	\$ 43,402.00
Total by Axles	377,184	109,768	\$ 188,592.00	\$ 203,010.50
<b>Month Total</b>		<b>486,952</b>	<b>\$</b>	<b>391,602.50</b>

# OCTOBER 2023

# OCTOBER ESTIMATE TAG PENETRATION



	CUSIOP TAGS					PBM	TOLL PLUS		Grand Total
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	
Good Tag	6,080	18,700	383	911	57,604		18,483	43,387	145,548
Invalid Tags	1,749	3,713	162	210	13,318		1,908	10,165	31,225
Negative	19				2,122				2,141
Non Tag						308,038			308,038
									-
<b>Grand Total</b>	<b>7,848</b>	<b>22,413</b>	<b>545</b>	<b>1,121</b>	<b>73,044</b>	<b>308,038</b>	<b>20,391</b>	<b>53,552</b>	<b>486,952</b>
Percent Inv/Neg	23%	17%	30%	19%	21%		9%	19%	7%
Tag Penetration									37%
<b>Valid Tag Penetration</b>									<b>30%</b>
Estimated PBM 341,404									70%
<b>Estimated Pharr Tag Projected Revenue</b>									<b>\$ 35,738.00</b>
<b>Estimated Fuego Tag Projected Revenue</b>									<b>\$ 29,722.50</b>
<b>Estimated Tag Projected Revenue</b>									<b>\$ 58,254.00</b>
<b>Estimated PBM Projected Revenue</b>									<b>\$ 267,888.00</b>

# MEXICAN TRAFFIC REVENUE FY 2024

Month	Transactions	Revenue
October	20,047	\$ (37,285.38)
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		
<b>Grand Total</b>	<b>20,047</b>	<b>-\$37,285.38</b>





# Mail Report FY 2024



## InfoSend Mail Report

Month	Files Created	Postage	Mail Process Fee	Total Cost
October	74,429	\$38,732.06	\$10,636.42	\$49,368.48
November				\$0.00
December				\$0.00
January				\$0.00
February				\$0.00
March				\$0.00
April				\$0.00
May				\$0.00
June				\$0.00
July				\$0.00
August				\$0.00
September				\$0.00

# PAYMENT PROCESSING FY 2024



Source	Payment Mode	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
CSC Payments	Bank												
	Cashier Check												
	Cash	\$2,665.61											
	Check	\$14,390.64											
	CreditCard	\$50,448.24											
	DebitCard	\$40,579.70											
	MoneyOrder	\$1,231.28											
	<b>Total Amount</b>	<b>\$109,315.47</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WEB Payments	Bank	\$7,842.95											
	CreditCard	\$84,607.86											
	DebitCard	\$127,764.98											
	<b>Total Amount</b>	<b>\$ 220,215.79</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Combined Total</b>	<b>\$ 329,531.26</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

YTD \$ 329,531.26

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

## COLLECTIONS FY 2024

Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	9,342	\$618,375.79	\$74,745.74
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
<b>Total</b>	<b>9,342</b>	<b>\$618,375.79</b>	<b>\$74,745.74</b>

## OUT OF STATE FY 2024

Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
October	782	\$6,744.05	\$1,246.92	\$5,497.13
November				
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				
<b>Total</b>	<b>782</b>	<b>\$6,744.05</b>	<b>\$1,246.92</b>	<b>\$5,497.13</b>

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

# CSC PERFORMANCE OCTOBER 2023

## Total Calls Received: 3,871

- Answered: 3,679
- Missed: 5 %



## TVC Account Settlements

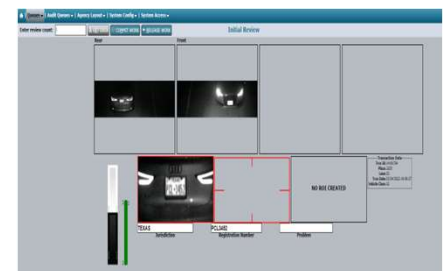
- 31 Settlements
- Total Amount \$12,742.58
- 13 Fuego Registrations

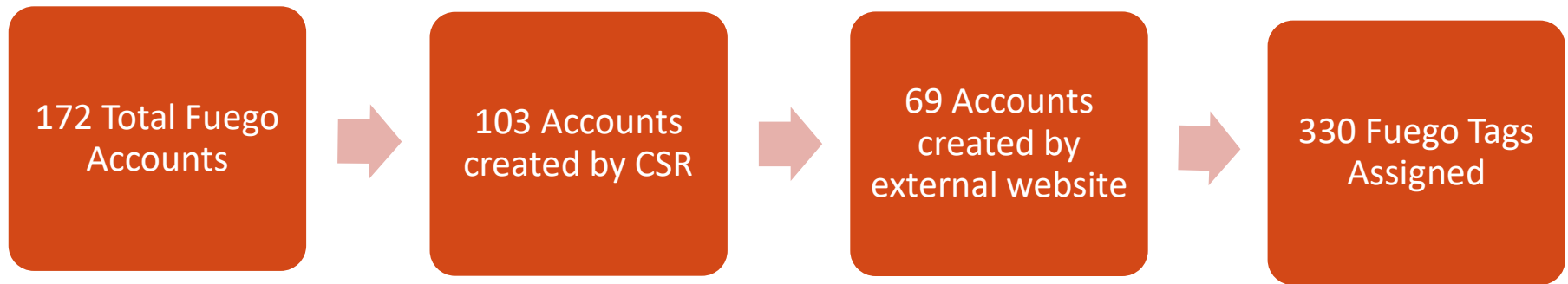
## 8 Disabled Veterans Enrollments



## Image Review

- Total Images Processed: 332,339
- Average Image/min: 13
- Average time on IR: 534 hrs.





# OCTOBER 2023 FUEGO ACCOUNTS

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**FUEGO**  
WE'RE GOING PLACES. FAST.



**TPS CCRMA**

# TOLL OPERATIONS MONTHLY REPORT

*JANETT HUERTA*

Toll Operations Administrator

October 2023

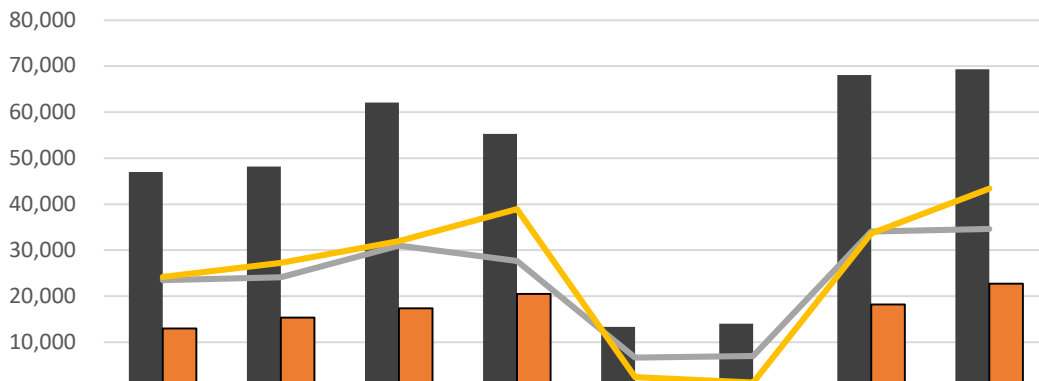






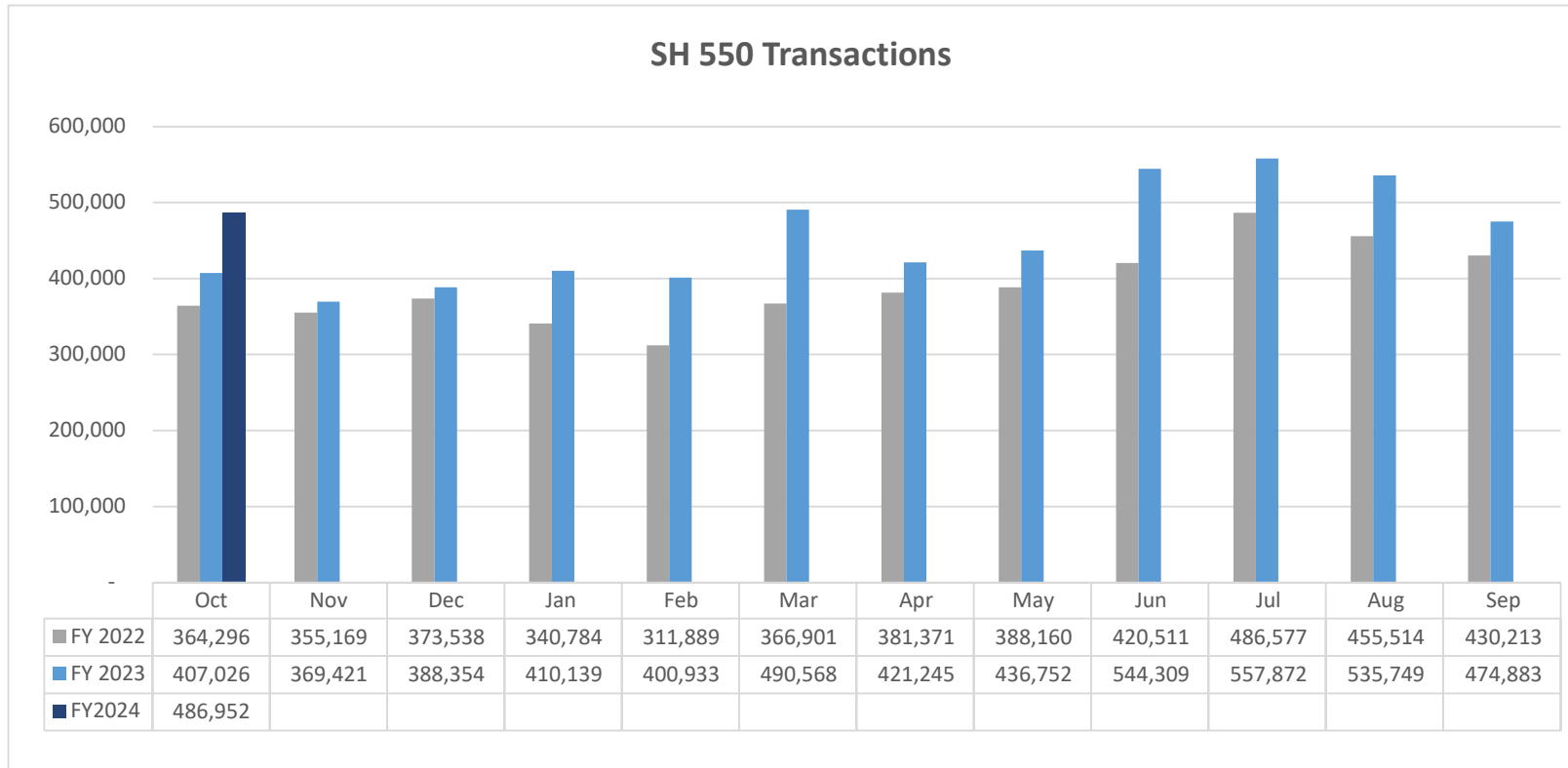
October Transaction and Projected Revenue Data by Axle				
2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle				
per Plaza				
Plaza	2 Axles	3+ Axles	2 Axle Rev.	3+ Axle Rev.
Port Spur NB	46,968	12,993	\$ 23,484.00	\$ 24,192.50
Port Spur SB	48,170	15,378	\$ 24,085.00	\$ 27,230.00
DC Main NB	62,057	17,353	\$ 31,028.50	\$ 31,994.00
DC Main SB	55,268	20,531	\$ 27,634.00	\$ 38,908.00
OE Entry NB	13,330	1,404	\$ 6,665.00	\$ 2,422.50
OE Exit SB	14,010	1,200	\$ 7,005.00	\$ 1,247.00
Mainline NB	68,068	18,182	\$ 34,034.00	\$ 33,614.50
Mainline SB	69,313	22,727	\$ 34,656.50	\$ 43,402.00
<b>Total by Axles</b>	<b>377,184</b>	<b>109,768</b>	<b>\$ 188,592.00</b>	<b>\$ 203,010.50</b>
<b>Month Total</b>		<b>486,952</b>	<b>\$</b>	<b>391,602.50</b>

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



	Port Spur NB	Port Spur SB	DC Main NB	DC Main SB	OE Entry NB	OE Exit SB	Mainline NB	Mainline SB
2 Axles	46,968	48,170	62,057	55,268	13,330	14,010	68,068	69,313
3+ Axles	12,993	15,378	17,353	20,531	1,404	1,200	18,182	22,727
2 Axle Rev.	\$23,484.00	\$24,085.00	\$31,028.50	\$27,634.00	\$6,665.00	\$7,005.00	\$34,034.00	\$34,656.50
3+ Axle Rev.	\$24,192.50	\$27,230.00	\$31,994.00	\$38,908.00	\$2,422.50	\$1,247.00	\$33,614.50	\$43,402.00

## Year to Year Traffic Comparison 2022-2024



FY Year Total	
<b>FY 2022</b>	4,674,923
<b>FY 2023</b>	5,437,251
<b>FY 2024*</b>	486,952
<b>*Through October</b>	

## Tag Penetration for the Month

October 2023

	CUSIOP TAGS					PBM	TOLL PLUS		Grand Total
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	
Good Tag	6,080	18,700	383	911	57,604		18,483	43,387	145,548
Invalid Tags	1,749	3,713	162	210	13,318		1,908	10,165	31,225
Negative	19				2,122				2,141
Non Tag						308,038			308,038
									-
<b>Grand Total</b>	<b>7,848</b>	<b>22,413</b>	<b>545</b>	<b>1,121</b>	<b>73,044</b>	<b>308,038</b>	<b>20,391</b>	<b>53,552</b>	<b>486,952</b>
Percent Inv/Neg	23%	17%	30%	19%	21%		9%	19%	7%
Tag Penetration									37%
<b>Valid Tag Penetration</b>									<b>30%</b>
Estimated PBM 341,404									70%
<b>Estimated Pharr Tag Projected Revenue</b>									<b>\$ 35,738.00</b>
<b>Estimated Fuego Tag Projected Revenue</b>									<b>\$ 29,722.50</b>
<b>Estimated Tag Projected Revenue</b>									<b>\$ 58,254.00</b>
<b>Estimated PBM Projected Revenue</b>									<b>\$ 267,888.00</b>

## SH 550 Mexican Traffic Revenue FY 2024

Month	Transactions	Revenue
October	20,047	\$ (37,285.38)
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		
<b>Grand Total</b>	<b>20,047</b>	<b>-\$37,285.38</b>

### Mexican License Plates Recorded

3,307

### # of Transactions

21,187 Total # of Mexican Transactions  
 20,047 Posted to MX Acct  
 1,140 Posted to Fuego & TVC (assumption)

486,952 Total Transactions for 2023  
 4% Percentage of MX Transactions

## Mexican Vehicle Transaction Count by Axle

**FY 2024**

<b>Month</b>	<b>6 Axle</b>	<b>5 Axle</b>	<b>4 Axle</b>	<b>3 Axle</b>	<b>2Axle</b>	<b>Total Transactions</b>
October	4,191	5,746	132	1,720	8,258	20,047
November						-
December						-
January						-
February						-
March						-
April						-
May						-
June						-
July						-
August						-
September						-
<b>Grand Total</b>	<b>4,191</b>	<b>5,746</b>	<b>132</b>	<b>1,720</b>	<b>8,258</b>	<b>20,047</b>
<b>3axle +</b>	<b>11,789</b>	<b>59%</b>				
<b>2axle</b>	<b>8,258</b>	<b>41%</b>				
<b>Total No. of MX Trai</b>	<b>20,047</b>					

*\*these transactions are not getting billed*

### Mexican License Plates Recorded

486,952 Total Transactions for FY 2024  
4% 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	782	\$6,744.05	\$1,246.92	\$5,497.13
November				\$0.00
December				\$0.00
January				\$0.00
February				\$0.00
March				\$0.00
April				\$0.00
May				\$0.00
June				\$0.00
July				\$0.00
August				\$0.00
September				\$0.00
<b>Total</b>	<b>782</b>	<b>\$6,744.05</b>	<b>\$1,246.92</b>	<b>\$5,497.13</b>

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

## Collection Transfer and Payments

**FY 2024**



Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	9,342	\$618,375.79	\$74,745.74
November			
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
<b>Total</b>	<b>9,342</b>	<b>\$618,375.79</b>	<b>\$74,745.74</b>



**Payment Processing**  
2024



Source	Payment Mode	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
CSC Payments	Bank												
	Cashier Check												
	Cash	\$2,665.61											
	Check	\$14,390.64											
	CreditCard	\$50,448.24											
	DebitCard	\$40,579.70											
	MoneyOrder	\$1,231.28											
<b>Total Amount</b>	<b>\$109,315.47</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WEB Payments	Bank	\$7,842.95											
	CreditCard	\$84,607.86											
	DebitCard	\$127,764.98											
	<b>Total Amount</b>	<b>\$ 220,215.79</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Combined Total</b>	<b>\$ 329,531.26</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
												YTD	\$ 329,531.26

Daily Average      \$3,526.31    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -    \$ -

## Mail Batch Summary Report



FY 2024

Month	Toll Bill			1st Notice			2nd Notice			Final Notice			Total Generated
	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	
October	29,400	29,400	-	17,920	16,988	932	16,501	15,528	973	13,387	12,513	874	77,208
November			-			-			-			-	-
December			-			-			-			-	-
January			-			-			-			-	-
February			-			-			-			-	-
March			-			-			-			-	-
April			-			-			-			-	-
May			-			-			-			-	-
June			-			-			-			-	-
July			-			-			-			-	-
August			-			-			-			-	-
September			-			-			-			-	-
	29,400	29,400	-	17,920	16,988	932	16,501	15,528	973	13,387	12,513	874	<b>77,208</b>



## IMAGE REVIEW OVERVIEW

**FY 2024**

Month	1st Review	2nd Review	3rd Review	3rd Review %	Total
October	163,164	155,320	13,855	4%	332,339
November					-
December					-
January					-
February					-
March					-
April					-
May					-
June					-
July					-
August					-
September					-
<b>Total p/Review</b>	163,164	155,320	13,855		
<b>Total Images Processed</b>					<b>332,339</b>

## IMAGE REVIEW OVERVIEW by CSR

**October 2023**

CSR	1st Review	2nd Review	3rd Review	Total
Misread			312	312
Barbara	26,552	15,861		42,413
Cameron	5,321	3,846		9,167
Jose Luis	18,194	13,038	573	31,805
Juan	20,389	7,116	5,234	32,739
Keyla	40,022	21,825		61,847
Robert	4,896	70,705		75,601
Melissa	7,709	5,102		12,811
Jose	21,991	8,093		30,084
Shelby	556			556
Eduardo	612	90	3,132	3,834
Mary	9,697	3,886	305	13,888
Janett	1,522	555	3,611	5,688
Lily	5,703	5,203	688	11,594
<b>Total Images Processed</b>				<b>332,339</b>



**Code Off Report**

**FY 2024**

GANTRY	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
SH550-Main-North	5%												5%
SH550-Main-South	5%												5%
Port Spur NB	8%												8%
Port Spur SB	8%												8%
DC North	5%												5%
DC South	5%												5%
Old Alice Rd E NB	14%												14%
Old Alice Rd X SB	16%												16%
<b>Code Off Rate to Transactions p/mo</b>	<b>4%</b>												<b>4%</b>

October Breakdown - Reason Codes									
	Main N	Main S	Port Spur N	Port Spur S	DC N	DC S	OA N	OA S	Total
Camera Issue	34	86	49	137	64	65	30	22	487
Image Quality	321	308	1036	1236	236	302	72	159	3,670
Exempt	387	414	294	260	268	236	132	112	2,103
Unreadable	703	721	562	670	626	653	169	186	4,290
Disable Veteran	1480	1518	1078	987	1520	1348	876	969	9,776
<b>Total per Plaza</b>	<b>2,925</b>	<b>3,047</b>	<b>3,019</b>	<b>3,290</b>	<b>2,714</b>	<b>2,604</b>	<b>1,279</b>	<b>1,448</b>	<b>20,326</b>

**Code Off Breakdown**  
by Plaza/Lane  
October 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		25	9	34	3	38	45	86	14	35		49	4	133		137	42	17	5	64	17	43	5	65		30		30		22		22				22	487
Image Quality		155	166	321	97	211		308	21	1015		1036	1	1235		1236		162	74	236	97	205		302		72		72		159		159				159	3670
Exempt		114	273	387	129	285		414	1	293		294		260		260	1	143	124	268	120	116		236		132		132		112		112				112	2103
Unreadable		445	258	703	115	604	2	721	27	535		562	3	667		670	7	464	155	626	171	479	3	653		169		169		186		186				186	4290
Disable Veteran		653	827	1480	440	1078		1518		1078		1078	1	986		987		1036	484	1520	518	830		1348		876		876		969		969				969	9776
<b>Total per Plaza</b>		2925				3047				3019				3290				2714				2604				1279				1448						20,326	

Code Off Rate to Transactions  
for the month 4%

## FY 2024 CSR Monthly Call Report

CSR Name	October	November	December	January	February	March	April	May	June	July	August	September	Total
Barbara	646												646
Juan	560												560
Jose Luis	542												542
Keyla	691												691
Robert	372												372
Melissa	123												123
Jose Lopez	304												304
Eduardo	15												15
Mary	111												111
Lily	70												70
Janett	20												20
Cameron	225												225
													-
													-
													-
<b>Total Answered Calls</b>	3679	-	-	-	-	-	-	-	-	-	-	-	3,679
<b>Missed Calls</b>	192												192
<b>Totals Calls Received</b>	3871	-	-	-	-	-	-	-	-	-	-	-	3,871
<b>% Missed</b>	5%												5%

### Fuego Accounts Registered FY 24

CSR	October	November	December	January	February	March	April	May	June	July	August	September	Total/per person
Barbara	28												28
Juan	28												28
Jose Luis	5												5
Jose Lopez	2												2
Keyla	11												11
Cameron	3												3
Robert	19												19
Melissa													0
Shelby													0
Lily	2												2
Mary	1												1
Janett	2												2
Eduardo	2												2
<b>Total FUEGO Accts Opened by CSR</b>	103												103
<b>Total FUEGO Accts Opened</b>	172												172
<b>Enrollment % in Office</b>	60%												60%

**2-E      CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES AND  
RELEASE OF CHECKS TO SPAWGLASS FOR THE CAMERON  
COUNTY VETERANS BRIDGE DAP PROJECT.**

**Pay App # 15 - \$1,350,000**

**Pay App # 16 - \$1,000,000**

**Pay App # 17 - \$1,350,000**



**2-F      CONSIDERATION AND APPROVAL OF RECOMMENDATION OF THE  
HIGHEST RANKED GEC PROPOSAL FOR THE SOUTH PARALLEL  
CORRIDOR PHASE III PROJECT PRELIMINARY ENGINEERING AND PS&E  
SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT  
NEGOTIATIONS.**



IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: Board of Directors  
From: Pete Sepulveda, Jr. *PS*  
Executive Director

Date: November 27, 2023

Subj: Item 2F

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Per our procurement policies and in compliance with Federal Standards listed in 23 CFR section 172 for the procurement, management and administration of engineering and design related services, the CCRMA administered a solicitation within its approved GEC's for the work to be performed.

The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Specific Project Team and Staffing Plan
- Consultant Comments and Approach
- Consultant Availability

Below is a summary of the resulting scores from the evaluation for South Parallel Corridor Phase III Environmental and PS&E. Included is the CCRMA Evaluation Team Scores.

### Ranking

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

1. 72.23- R.R.P. Consulting Engineers, LLC.
2. No score-GDJ Engineering, LLC (Firm did not submit a solicitation)
3. No score-Hanson Professional Services (Firm did not submit a solicitation)

Staff is requesting Board Authorization to commence negotiations for a work authorization with the sole participant R.R.P. Consulting Engineers, LLC.

CCRMA Evaluation South Parallel Corridor

<b>R.R.P.</b>	
<b>Evaluator 1</b>	<b>83.4</b>
<b>Evaluator 2</b>	<b>58.3</b>
<b>Evaluator 3</b>	<b>75</b>
<b>Total</b>	<b>72.23</b>

<b>GDJ- Firm did not submit a solicitation</b>	
<b>Evaluator 1</b>	
<b>Evaluator 2</b>	
<b>Evaluator 3</b>	
<b>Total</b>	

<b>Hanson- Firm did not submit a solicitation</b>	
<b>Evaluator 1</b>	
<b>Evaluator 2</b>	
<b>Evaluator 3</b>	
<b>Total</b>	

**2-G CONSIDERATION AND APPROVAL OF THE HIGHEST RANKED GEC PROPOSAL FOR THE 281 CONNECTOR PROJECT PRELIMINARY ENGINEERING AND ENVIRONMENTAL SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS.**



IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: Board of Directors

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

Date: November 27, 2023

Subj: Item 2G

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Per our Procurement Policies and in compliance with Federal Standards listed in 23 CFR section 172 for the procurement, management and administration of engineering and design related services, the CCRMA administered a solicitation within its approved GEC's for the work to be performed.

The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Specific Project Team and Staffing Plan
- Consultant Comments and Approach
- Consultant Availability
- Consultant Interview

Below is a summary of the resulting scores from the evaluation for U.S. 281 Connector Preliminary Engineering and Environmental. Included is the CCRMA Evaluation Team Scores.

Ranking:

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

1. 91.70-GDJ Engineering, LLC
2. 88.90- R.R.P. Consulting Engineers, LLC.
3. 72.23-Hanson Professional Services

Staff is requesting Board Authorization to commence negotiations for a work authorization with the highest ranked participant, GDJ Engineering, LLC.

CCRMA Evaluation U.S. 281 Connector

<b>R.R.P.</b>	
<b>Evaluator 1</b>	<b>83.4</b>
<b>Evaluator 2</b>	<b>91.7</b>
<b>Evaluator 3</b>	<b>91.6</b>
<b>Total</b>	<b>88.90</b>

<b>GDJ</b>	
<b>Evaluator 1</b>	<b>91.7</b>
<b>Evaluator 2</b>	<b>100</b>
<b>Evaluator 3</b>	<b>83.4</b>
<b>Total</b>	<b>91.70</b>

<b>Hanson</b>	
<b>Evaluator 1</b>	<b>58.4</b>
<b>Evaluator 2</b>	<b>75</b>
<b>Evaluator 3</b>	<b>83.3</b>
<b>Total</b>	<b>72.23</b>

**2-H CONSIDERATION AND APPROVAL OF THE HIGHEST RANKED GEC PROPOSAL FOR THE OUTER PARKWAY PROJECT PRELIMINARY ENGINEERING AND ENVIRONMENTAL SOLICITATION AND AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS.**





IMPROVING MORE THAN JUST ROADS

## MEMORANDUM

To: Board of Directors

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

Date: November 27, 2023

Subj: Item 2H

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Per our Procurement Policies and in compliance with Federal Standards listed in 23 CFR section 172 for the procurement, management and administration of engineering and design related services, the CCRMA administered a solicitation within its approved GEC's for the work to be performed.

The solicitation was strictly qualifications based with no cost estimates provided. Each response was evaluated in the following categories:

- Specific Project Team and Staffing Plan
- Consultant Comments and Approach
- Consultant Availability
- Consultant Interview

Below is a summary of the resulting scores from the evaluation for Outer Parkway Preliminary Engineering and Environmental. Included is the CCRMA Evaluation Team Scores.

Ranking:

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

1. 102.77- R.R.P. Consulting Engineers, LLC.
2. 80.60-GDJ Engineering, LLC
3. 72.27-Hanson Professional Services

Staff is requesting Board Authorization to commence negotiations for a work authorization with the highest ranked participant, R.R.P. Consulting Engineers, LLC.



**CCRMA Evaluation Outer Parkway**

<b>R.R.P.</b>	
<b>Evaluator 1</b>	<b>100</b>
<b>Evaluator 2</b>	<b>100</b>
<b>Evaluator 3</b>	<b>108.3</b>
<b>Total</b>	<b>102.77</b>

<b>GDJ</b>	
<b>Evaluator 1</b>	<b>83.4</b>
<b>Evaluator 2</b>	<b>83.4</b>
<b>Evaluator 3</b>	<b>75</b>
<b>Total</b>	<b>80.60</b>

<b>Hanson</b>	
<b>Evaluator 1</b>	<b>58.4</b>
<b>Evaluator 2</b>	<b>75</b>
<b>Evaluator 3</b>	<b>83.4</b>
<b>Total</b>	<b>72.27</b>

**2-1      CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY AND THE HARRIS COUNTY TOLL ROAD AUTHORITY.**

## AMENDMENT TO INTERLOCAL AGREEMENT FOR TOLLING SERVICES

**WHEREAS**, on or about July 17, 2023, the Cameron County Regional Mobility Authority, a regional mobility authority pursuant to Chapter 370 of the TEX. TRANSP. CODE (the “CCRMA”) and Harris County, a body corporate and politic organized under the laws of the State of Texas, acting by and through Harris County Toll Road Authority (“HCTRA”) entered into that certain Interlocal Agreement for Tolling Services (the “Interlocal Agreement”); and,

**WHEREAS**, in accordance with section 15 of the Interlocal Agreement, the CCRMA and HCTRA wish to amend the Interlocal Agreement to include the scope of work for the CCRMA Back Office System Transition Project (the “Scope of Work for the Project”); and,

**WHEREAS**, the Scope of Work for the Project is described in **Exhibit 1** attached hereto and incorporated by reference as if fully set forth herein; and,

**WHEREAS**, the pricing structure for HCTRA performing the Scope of Work for the Project is described as “Option 1 – Flat Fee Structure” in **Exhibit 2** attached hereto and incorporated by reference as if fully set forth herein (the “Flat Fee Structure”);

**NOW, THEREFORE**, the Parties agree to this Amendment to Interlocal Agreement for Tolling Services (the “Amendment”), as follows:

1. HCTRA agrees to perform the Scope of Work for the Project in such manner that allows the CCRMA to go live on April 30, 2024 in exchange for the CCRMA’s agreement to pay HCTRA in accordance with the Flat Fee Structure.
2. All other terms and conditions of the Interlocal Agreement shall continue in full force and effect.
3. Any capitalized terms not defined herein shall have the meaning given by the Interlocal Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment in multiple counterparts on the dates shown below, to be effective as of the date that this Amendment is fully executed by the Parties (the “Effective Date”).

**(Signature Page to Follow)**

APPROVED AS TO FORM:

CHRISTIAN MENEFEE  
Harris County Attorney


**HARRIS COUNTY**

By: \_\_\_\_\_  
MARCY LINEBARGER  
Senior Assistant County Attorney

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge


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

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

By:   
Frank Parker, Jr.  
Chairman

Date: November 27, 2023

ATTESTED TO:

By:   
ARTURO NELSON  
Secretary

## EXHIBIT 1

# CCRMA BOS Transition Scope of Work

### Project Description

The CCRMA BOS (Back Office System) Transition Project involves the tasks related to the design, development, testing and transition of several existing and new systems into the HCTRA BOS. The effort includes reviewing and identifying any business gap in each stage of this transition to ensure the solution meets CCRMA needs. The project will consist of the following segments that can be planned and executed independently so as not to impact one another.

- CCRMA BOS to HCTRA BOS
- Move CUSIOP interface from CTRMA to HCTRA
- PRIB BOS to HCTRA BOS
- Future Scope

### CCRMA BOS migration to HCTRA BOS

- HCTRA BOS to configure the CCRMA's SH550 lanes as HCTRA's managed agency.
- HCTRA BOS should receive all CCRMA AVI and Video transactions through HCTRA BOS webservice and process CCRMA transactions in BOS for HCTRA local posting and CUSIOP posting. Any remaining unposted video transactions will be processed through the Pay By Mail process.
- HCTRA BOS to allow CCRMA Customer Service to manage their accounts and customers independently of HCTRA Customer Service
- The Pay By Mail process will follow the current invoicing escalation process in place at CCRMA which includes four levels of invoices and escalation to collections.
- HCTRA BOS to perform the image review for CCRMA video transactions.
- HCTRA BOS should track the CCRMA transactions with valid SL scenarios as per transaction posting status.
- Standalone customer facing website with Fuego/CCRMA account management and payment for CCRMA Pay By Mail capabilities will be provided.
- CCRMA will continue to use their current collection vendor (Duncan solutions). Duncan will adopt to the HCTRA BOS collection ICD to receive transactions from HCTRA BOS
- HCTRA BOS should provide access to reports on CCRMA's transactions.
- HCTRA BOS System validations (functional, UAT) and integration testing to be performed by HCTRA BOS Vendor QA team before Go-Live.
- Migrate CCRMA BOS pre-paid accounts (~5K Fuego accounts) to HCTRA BOS
- Migrate PBM accounts with open receivables to HCTRA BOS with no more than six months of historical data
- Migrate open un-invoiced violations to HCTRA BOS
- Migrate active Private Accounts with no more than six months of historical data

## **EXHIBIT 1**

### **Move CUSIOP interface from CTRMA to HCTRA**

- Within HCTRA's BOS, modify the HCTRA TVL that is deliver to CUSIOP Hub to include Fuego tags
- Within HCTRA's BOS, update Inbound Transaction processing software for transactions from CUSIOP agencies using Fuego. Also, integrate Outbound Reconciliation processing software to include responses on Fuego tags
- Modify external interface software to account for Fuego tags in the CUSIOP TVL
- Testing of changes for Fuego tags in CUSIOP TVL

### **PRIB (Pharr Reynosa International Bridge) BOS migration to HCTRA BOS**

- All the activities listed in the CCRMA BOS transition will be in scope except violation migration and related functions as Pharr bridge is gated and there will be no video transactions that is currently supported in the system
- Booklet feature will be developed, and current data related to Booklet will be migrated to HCTRA BOS

### **Possible Future Phases – As Agreed**

These items are open for discussion as future integration projects as agreed between CCRMA and HCTRA leadership.

- **Cameron County Bridges (CC Bridges)**
  - Integrate with TRMI to be able to have Fuego Pass and CUSIOP agency customers access the three CC Bridges
  - Proximity Cards – RFID based to allow pedestrians access to cross the bridge
- **Cameron County Parks (CC Parks)**
  - Integrate with TRMI to be able to have Fuego Pass and CUSIOP agency customers access CC Parks
  - Daily/Monthly/Yearly passes
- **Anzalduas International Bridge**
- **Hidalgo County RMA – Roadside and Backoffice integration**
- **Interoperability with Mexico – Monterrey, Mexico Toll Road**
- **Overweight Network**
- **Southbound Collection**

**Our Mission**

HCTRA operates and maintains a safe, reliable, and evolving mobility system to meet the diverse connectivity needs of all Harris County residents.

**Harris County Commissioners Court**

**Lina Hidalgo**  
County Judge

**Rodney Ellis**  
Commissioner  
Precinct 1

**Adrian Garcia**  
Commissioner  
Precinct 2

**Tom S. Ramsey, P.E.**  
Commissioner  
Precinct 3

**Lesley Briones**  
Commissioner  
Precinct 4

**HCTRA Executive Director**

**Roberto Treviño, P.E.**

September 7, 2023

Pete Sepulveda

Executive Director

CCRMA

Dear Mr. Sepulveda,

Harris County Toll Road Authority (“HCTRA”) is pleased to provide our response to CCRMA’s request for providing a proposal for price based on our recent meetings and interlocal agreement.

We are providing this response in the spirit of collaboration and cooperation with CCRMA to provide efficient and effective tolling and mobility solutions for all customers across the RGV and Houston regions.

We have assembled a highly experienced and nationally recognized team that has consistently delivered a reliable tolling and transportation back-office system for millions of customers throughout the state of Texas. Our Team incorporates a wealth of direct industry experience, problem-solving capabilities, and proven enterprise solution development, deployment, maintenance, and management. We are confident that our full range of skills and expertise will successfully deliver a system that meets CCRMA’s goals of accuracy, efficiency, scalability, and security.

HCTRA can offer CCRMA a fully integrated and configurable solution that provides significant and immediate benefits to you, your customers, and our shared customers. HCTRA proposes to provide a system, configured to meet your current and future business rules and requirements to achieve the goals you have expressed through our discussions. This solution has the adaptability and flexibility to accommodate business rules of multiple entities/agencies as evidenced by HCTRA’s processing transactions for multiple agencies/entities including Montgomery County, Houston Metro, Brazoria County and Blueridge Transportation Group.

Our pricing structure for Maintenance & Operations provides two options to CCRMA for ease of use:

1. Option 1 - Flat Fee Structure
2. Option 2- Per Transaction Structure

Both these structures are based on the selection of available systems and/or services selected for the project and includes the partnership with the Pharr-

**Our Mission**

HCTRA operates and maintains a safe, reliable, and evolving mobility system to meet the diverse connectivity needs of all Harris County residents.

**Harris County Commissioners Court**

**Lina Hidalgo**  
County Judge

**Rodney Ellis**  
Commissioner  
Precinct 1

**Adrian Garcia**  
Commissioner  
Precinct 2

**Tom S. Ramsey, P.E.**  
Commissioner  
Precinct 3

**Lesley Briones**  
Commissioner  
Precinct 4

**HCTRA Executive Director**

**Roberto Treviño, P.E.**

Reynosa Intl. Bridge. This proposal offers the availability for no up-front cost to CCRMA for system implementation.

HCTRA proposes the following cost structure and pricing to implement this work to CCRMA’s expectations:

**Option 1 – Flat Fee Structure**

Service	Cost to CCRMA
Flat Fee	\$30K/ month*
IOP Transactions (pass through)	5 cents per transaction + 3% of the toll amount

*\*The flat fee would be for up to \$7,000,000 in toll revenue per month. In the event \$7,000,000 in toll revenue per month is exceeded, an additional fee of \$50,000 will be assessed for every \$1,000,000 in toll revenue.*

**Option 2 – Per Transaction Structure**

Service	Cost to CCRMA
<b>Per Transaction Costs</b>	
Fuego/EZ Tag Postable Transaction	\$0.05
Fuego/EZ Tag Non-Postable Transaction	\$0.03
Violation Converted to EZ TAG without Image Review	\$0.05
Images - VTolled	\$0.035
Images – Excused and/or rejected	0.02
Images – Invoiced and Paid	0.24
Images- Invoiced and not collected	0.20
IOP Transactions (pass through)	5 cents per transaction + 3% of the toll amount



We look forward to building upon our continued partnership and providing CCRMA an immediate, proven, flexible, stable, and cost-effective tolling back-office system.

I can be reached at 713-587-7614 to answer any questions and provide any additional information you may need.

Sincerely,

Anil Mirmira, PE

Deputy Director, Tolling Operations

**2-J      CONSIDERATION AND AUTHORIZATION TO APPROVE A JOB ORDER CONTRACTING AGREEMENT WITH NOBLE TEXAS BUILDERS LLC FOR ROOFING REPAIRS AND INSTALLATION ON THE CCRMA ADMINISTRATION BUILDING VIA CONTRACT WITH TEXAS BUYBOARD PURCHASING COOPERATIVE.**

**TABLED**

**2-K CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 34  
WITH RRP ENGINEERING, LLC FOR THE PRELIMINARY ENGINEERING  
AND ENVIRONMENTAL DOCUMENT FOR THE FLOR DE MAYO  
INTERNATIONAL BRIDGE.**

## WORK AUTHORIZATION NO. 34

This Work Authorization is made as of this 27th day of November, 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: Preliminary engineering (design preliminary conceptual), environmental services, and preliminary conceptual plan design required for the advancement of the Flor de Mayo International Bridge Project including supporting infrastructure for a port-of-entry (POE) facility located in Cameron County, Texas.

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B 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.

### Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$879,513.40, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.

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

C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization. - None.

### 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

The parties agree to the following provisions with respect to this specific Work Authorization. - None.

-SIGNATURES ON NEXT PAGE-

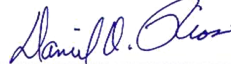
Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

By:   
Frank Parker, Jr., Chairman

Date: November 27, 2023

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

By:   
Daniel O. Rios, PE, President

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

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- 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 Engineer the following:

- (1) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (2) 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.
- (3) Provide 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.
- (4) Feasibility Studies already performed for Cameron County.
- (5) Authority to provide wetland delineation report.

## **EXHIBIT B**

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

County: Cameron

Project: Flor de Mayo International Bridge Project – NEPA Process

The following exhibit provides an outline of the services to be provided by the GEC through this work authorization in accordance with Section 2 of the Agreement for Professional Services, for the development of the proposed Flor de Mayo International Bridge Project.

The GEC shall provide the preliminary engineering associated with an alternative analysis, environmental services, and traffic projections required for the advancement of the Flor de Mayo International Bridge Project including supporting infrastructure for a port-of-entry (POE) facility located in Cameron County, Texas. The proposed project shall include an environmental document which shall be completed in accordance with the National Environmental Policy Act (NEPA, 40 CFR 1500-1508), and other applicable federal and state regulations and guidance (including TxDOT Environmental Compliance Toolkits). Tasks shall be completed through a receipt of a Finding of No Significant Impact (FONSI) or a Record of Decision (ROD), as applicable.

In general, under this work authorization, the GEC shall perform:

- Advanced Project Development (APD) activities, including alternative analysis and traffic projections.
- NEPA environmental documentation and requisite technical reports with supporting documentation, and
- meetings/presentations, as required.

All documents for the Project shall be prepared in the English language and in English units. The GEC shall furnish all equipment, materials, supplies, and incidentals as needed to perform these services, except as otherwise specified in EXHIBIT A (or excluded in EXHIBIT B).

The GEC shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM International), and the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals.

#### **PROJECT/ENGINEERING OVERVIEW**

The proposed Flor de Mayo International Bridge Project will consist of constructing a new International Bridge located eight (8) river miles upstream from the existing Brownsville and Matamoros Bridge and 35.6 river miles downstream from the Free Trade Bridge at Los Indios. The GEC is aware that the CCRMA has submitted the request for a Presidential Permit for the Flor de Mayo International Bridge and that the US Department of State (DOS) is now requesting a NEPA document for advancement of the proposed project. The GEC anticipates

that an EA-level document will be required for the proposed project.

The Project Team will review and evaluate all available existing data and will visit with CCRMA staff, General Services Administration (GSA) staff, and US Customs and Border Protection (CBP) staff to document any project issues. A Design Summary Report (DSR) which will contain the project design criteria, Preliminary Bridge Layout Criteria, Draft Information Sheet for Structural Details, etc., will be developed. The GEC shall develop/submit a work schedule to CCRMA with milestone activities and/or deliverables identified.

## **ENVIRONMENTAL OVERVIEW**

To further advance the submitted Presidential Permit application, the US DOS is requesting NEPA documentation and clearance. The following scope of work outlines the services necessary to receive environmental clearance for the proposed Flor de Mayo International Bridge project. Field studies shall be conducted followed by the preparation of a series of technical reports and an environmental document which meets the requirements of the National Environmental Policy Act (NEPA). NEPA documents may include an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). An EA-level document is proposed at this time. The EA shall be prepared to assess existing conditions as well as any potential impacts to the human and natural environment resulting from the proposed project. Public involvement/outreach activities would be conducted as part of the scope of work for an EA-level (or EIS-level) project. A Public Involvement Plan would be completed and coordination with stakeholders and the public would be included in the EA documentation.

To meet the federal and state regulations, policies, and procedures for FHWA, US DOS and TxDOT, etc., the GEC would conduct field reconnaissance investigations to gather data including but not limited to previous studies, land use/land records, property and facility management records, engineering data, permits, public safety requirements, and/or environmental analyses from previous studies. The GEC would determine preliminary environmental constraints and complete an analysis of alternatives. The GEC shall conduct desk-based and field surveys with respect to potential environmental constraints within the proposed project study area (including proposed alternatives). Field studies shall be conducted followed by the preparation of a series of technical reports and an environmental document which meets the requirements of the NEPA. Should significant impacts to the human or natural environment be identified as a result of the EA preparation activities, then an EIS may be required. The EA (or EIS, if required) shall be completed in accordance with the NEPA (40 CFR 1500-1508) and other applicable federal and state regulations and guidance. All prepared documents shall meet the requirements of the Texas Department of Transportation (TxDOT) Environmental Compliance Toolkit guidance (TxDOT guidance) and/or similar Federal Highway Administration (FHWA) guidance, US DOS guidance or other designated federal agency guidance. Tasks are scoped through an anticipated receipt of a Finding of No Significant Impact (FONSI) for an EA-level document. An EIS-level clearance through a Record of Decision (ROD) is not included in this scope of work as additional activities would be required for EIS-level field investigations, assessments/studies, technical reports, public involvement, and related documentation.

The GEC understands that the Surface Transportation Project Delivery Program (23 USC 327)



allows the Secretary of Transportation to assign and a state (such as Texas) to assume the Secretary's responsibilities under the NEPA and other related environmental laws for highway/roadway projects. This federal assignment program to states is called NEPA assignment. NEPA assignment is intended to streamline the federal environmental review process by eliminating FHWA project-specific reviews and subsequent approvals. NEPA assignment therefore allows the participating state the project-specific reviews and approval on selected projects. The FHWA provided NEPA assignment to TxDOT (23 USC 327) through a Memorandum of Understanding dated December 9, 2019. Binational projects are however typically reviewed/approved by the FHWA or another federal agency sponsor so NEPA assignment may not apply to this project. All NEPA requirements shall be applied regardless of the federal lead agency designated for this project or any associated NEPA assignment (to TxDOT). The EA document and technical reports therefore may be processed with the FHWA, US DOS, GSA, TxDOT, etc., as appropriate. The GEC shall work in a collaborative manner with the CCRMA, other consultants, federal/state governmental partners and federal/state regulatory/resource agencies in support of the many engineering and environmental considerations of this binational project.

The scope of work for the Flor de Mayo International Bridge project for this work order is described below. The GEC shall complete the project as outlined in Exhibit C, Work Schedule, and shall function as an extension of the CCRMA's resources by providing qualified technical and professional personnel, by conducting the tasks described herein, and by meeting the requirements and responsibilities outlined under the terms of this Exhibit B, Services to be Provided by GEC (Scope of Work).

## **GENERAL DESCRIPTION**

The following is a list of detailed descriptions of specific services to be provided by GEC. The GEC shall proactively manage the development of the Project in accordance with the general coordination requirements outlined at the end of this exhibit.

### **I. Project Advancement (including support of Presidential Permit application) – Environmental**

#### **A. Early Coordination / Consultation**

For this task, the GEC will provide the following:

1. Identify/finalize purpose and need, project description, and overall approach to project development (see also I.B.4.).
2. Develop bridge design criteria for the bridge structure for Mexico loading, and in accordance with AASHTO and TxDOT standards and guidelines.
3. Identify up to three (3) preliminary/potential alternative locations for the bridge and/or border station and connecting roadways. Conduct a preliminary alternative analysis (work will now be done in B.1.).
4. Perform preliminary coordination (meetings or correspondence) with the following federal and state agencies; this task includes coordination, development of agendas and rosters, handouts, and exhibits, conducting meetings (as needed, or up to one (1)

meeting per agency) through teleconference, and documentation through final minutes with these and other agencies/organizations:

- US Department of State (DOS)
  - US Army Corps of Engineers (USACE)
  - US Coast Guard (USCG)
  - US Department of Agriculture (USDA)
  - US Department of Homeland Security [Customs & Border Protection (CBP), General Services Administration (GSA)]
  - US Fish & Wildlife Service (USFWS)
  - US International Boundary & Water Commission (IBWC)
  - Federal Inspection Services [(INS), Customs, USDA - Animal and Plant Health Inspection, etc.]
  - Texas Commission on Environmental Quality (TCEQ)
  - Texas Department of Transportation (TxDOT)
  - Texas Historical Commission (THC)
  - Texas Parks & Wildlife Department (TPWD)
  - Texas Archeological Research Laboratory (TARL)
  - Cameron County Commissioner's Court
  - Cameron County and other counties within 150 miles
  - Cameron County Department of Transportation
  - City of Brownsville and any other municipalities within a 50-mile radius of the proposed project location.
  - Mexico (Local City, State, and Mexico City; Mexico engineer; Mexico Concessionaire)
5. Presentations at the Bi-National Conference for Bridges & Border Crossings. The GEC shall prepare one (1) PowerPoint presentation describing the project development and status, including handouts and exhibits, as required.
  6. Prepare preliminary cost estimate for each alternative.
  7. Determine preliminary environmental constraints and/or issues for each alternative.
  8. Develop conceptual sketches of each alternative.
  9. Determine preliminary ROW requirements using roadway functional classification, consideration of environmental impacts, design criteria, access denial limits (control of access), utility corridor space requirements, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Cameron County Appraisal District for the specific parcels to be acquired.
  10. Coordinate/conduct up to five (5) stakeholder workshops or Meeting with Affected Property Owners (MAPO) to obtain comments regarding project, location, and alignment.
  11. Develop a Public Involvement Plan.
  12. Incorporate and/or respond to comments from agencies (from item 5 above).
  13. Prepare/submit Preliminary/Final Scoping Report, along with Letters of Support from

stakeholders on each side of the border.

## **B. Project Advancement**

For this task, the GEC shall complete the activities required to advance the proposed project (including support of the Presidential Permit application, as appropriate):

### **1. Alternatives Analysis**

The GEC shall evaluate the No Build Alternative and Build Alternatives (up to three preliminary Build Alternatives, some alternatives may be eliminated from further consideration as the project advances). The Build Alternatives shall be examined against the No Build baseline and shall be discussed at equal levels of detail to provide an equitable comparison based upon the purpose and need of the proposed project.

The Alternative Analysis shall clearly document the basis for the elimination of alternatives and selection of a recommended preferred alternative (inclusive of public comments).

For finalization of the Alternatives Analysis, the GEC shall identify one feasible alternative from the Preliminary Scoping Report and conduct a final alternatives analysis, develop conceptual preliminary conceptual of the feasible alternatives, and identify the preferred alternative for the bridge crossing, international border station, and connecting roadways.

#### **Deliverables:**

- The Alternative Analysis shall be incorporated into the environmental document (e.g., EA).

### **2. Right-of-Entry (ROE)**

If not afforded by the CCRMA, the GEC shall secure permission to enter private properties to conduct any surveying, environmental, engineering, or geotechnical activities needed within the study area of the proposed project and/or proposed project ROW. A draft copy of the ROE letter shall be provided to the CCRMA for approval prior to any mailings; the ROE letter, forms and attachments shall follow TxDOT guidance. Property owner names shall be obtained from the CCRMA or the Cameron County Appraisal District website. Detailed research for individual property owner parcel, deed or easement information shall not be conducted at the Cameron County Appraisal District office by the GEC and would require a supplemental work authorization. If requested in writing by a private property owner, the GEC shall contact the property owner in advance of field investigations; property owners may elect to be present while the GEC, or designated subconsultants, are present on the owner's property. The GEC shall not commit acts which would result in damage to private property. The GEC shall make every effort to comply with private property owners' requests while on their property. The GEC shall contact property owners in advance of field surveys or to

address specific property owner concerns regarding the work to be conducted on individual property parcels. The GEC shall coordinate ROE for up to twenty (20) parcels within the project area for the purpose of completing field investigations. It is anticipated that the CCRMA may assist with any landowners who refuse to grant ROE or are otherwise hostile with respect to the completion of this scope of services. Private property will not be accessed without a written/signed ROE authorization from the landowner. No tasks listed in this scope of services that require access onto private property shall be conducted without first obtaining a signed ROE from the landowner.

### **3. Field Investigations**

The GEC shall conduct environmental investigations and field studies necessary to complete the EA-level documentation and associated technical reports, forms, etc. The scope of work anticipates initial field investigations and up to two (2) subsequent follow-up field investigations based on agency comments, public comments, etc.

#### **Deliverables:**

- Field notes and photographs shall be incorporated into the EA and technical reports as appropriate.

### **4. Environmental Assessment and Technical Reports**

The GEC shall prepare an EA-level document that satisfies the requirements of 23 CFR 771.115(c), 43 TAC 2.41-2.52, the National Environmental Policy Act (40 CFR 1500-1508), and TxDOT's current *Environmental Handbook – Preparing an Environmental Assessment* (Version 24) as well as other TxDOT Environmental Compliance Toolkit guidance (TxDOT guidance), and similar FHWA, US DOS or other federal agency guidance. The document content shall meet the FHWA requirements (or other federal agency requirements) and/or TxDOT requirements for environmental review documents. Should the classification process or environmental investigations determine that another level of environmental documentation is required (such as an EIS), the level of effort associated with preparing another document type shall be considered out of scope and subject to a supplemental work authorization. Technical reports shall be completed as deemed appropriate by FHWA, US DOS, or other federal review agency, and/or TxDOT.

#### **A. Need and Purpose for the Project (see also I.A.1)**

The GEC shall develop a Need and Purpose statement for the project.

- 1) Need for the Project** – The EA shall explain why the project is proposed. The EA shall identify and describe the transportation or other needs that the proposed project is intended to satisfy (e.g., bi-national crossing/POE, provide system continuity, alleviate traffic congestion, improve safety, and/or correct unsatisfactory roadway conditions, etc.).
- 2) Purpose of the Project** – The EA shall describe the purpose/goal(s) or desired outcomes that would be attained if a proposed project was implemented. The

objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

## **B. Project Introduction and Planning Process**

The EA shall provide a brief historical description of the planning, scoping, and public outreach processes, if any, that resulted in identifying the proposed project. The EA shall reference the applicable transportation improvement plan and relevant Rio Grande Valley Metropolitan Planning Organization (MPO) information from approved planning documents, as applicable. Other relevant studies in the proposed project area may be referenced as appropriate.

## **C. Alternatives Analysis (see also I.A.3 & I.B.1)**

The EA shall evaluate Build Alternatives and a No Build Alternative and shall additionally describe preliminary alternatives that were considered but eliminated from further study. One or more Build Alternatives and the No Build Alternative shall be subjected to a detailed analysis in the EA. The Build Alternative(s) shall be examined against the baseline No Build Alternative and the alternatives shall be discussed to an equal level of detail to provide an equitable comparison among the alternatives based upon the purpose, need, and potential impacts to the human and natural environment.

The EA shall clearly document the basis for the elimination of alternatives and selection of a recommended preferred alternative (inclusive of public involvement/comments).

## **D. Existing Conditions, Affected Environment Investigations, and Assessment of Potential Impacts**

### **1) Social and Economic Considerations**

The GEC shall identify and evaluate the social and economic impacts of the proposed project. The CCRMA shall provide the GEC with any available project data including available field survey results, correspondence, and documentation of agency coordination, if available. The GEC understands that the CCRMA, TxDOT, FHWA or other federal agency, may choose to lead selected agency coordination efforts. The GEC shall use appropriate data sources, such as US Census Bureau data, windshield surveys, maps, and aerial photographs to determine existing conditions and the potential for project-related social and economic impacts. Potential social and economic considerations to be assessed and documented include:

- Demographics (population, ethnic/racial distribution, income, etc.) based on the most recent US Census Bureau data or American Community Survey (ACS) projections, or other community surveys.
- Land uses in the project area (e.g., residential communities, community services, schools, etc.).
- Other potential impacts identified in local studies of social impacts or MPO data.

Though most of the study area is undeveloped and land in the vicinity of the proposed project is mixed-use (i.e., undeveloped, residential, commercial), the GEC shall identify potential displacements and/or replacement sites (e.g., residential or business), if required. The GEC shall identify the racial, ethnic, and income levels of any affected individuals and/or communities, in order to determine any potential disproportionate impacts on any minority, Limited English Proficiency, or low-income individuals or communities. Such studies shall fulfill the requirements of Executive Orders 12898 and 14096 (on Environmental Justice, EJ) and/or similar federal or state EJ initiatives (i.e., Justice40 Initiative), as appropriate. The EA shall include a discussion of the basis for the determination of social, economic, and environmental significance, as appropriate.

## **2) Community Considerations**

The GEC shall conduct a Community Impact Assessment, if needed, including the identification of any displacements, changes in access to residential/commercial areas, changes in access to public facilities, changes in travel patterns, changes to community cohesion, EJ analysis in accordance with Executive Orders, and a Limited English Proficiency analysis in accordance with Executive Order 13166. The GEC shall conduct an analysis sufficient to meet the requirements of TA 6640.8A. The Community Impact Assessment shall follow guidance provided in TxDOT's *Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI (Version 3)*, or similar federal guidance.

## **3) Bicycle and Pedestrian Facilities**

The GEC shall identify impacts on existing bicycle and pedestrian facilities, if any, including linkages to transit stops and corridors. The GEC shall examine the proposed project with respect to compliance with the TxDOT *Bicycle Accommodation Design Guidance (2021)*.

## **4) Visual/Aesthetic Considerations**

The GEC shall examine any project-related visual or aesthetic considerations that may include impacts to any landscaping, decorative features, or other features that may be affected by the proposed project.

## 5) Utilities and Relocations

The GEC shall identify whether or not utility relocations would be necessary as a result of the proposed project. If the need for utility relocations is identified, the impacts resulting from the removal or adjustment of any utilities within the existing/proposed project area or ROW would be considered and discussed in the EA.

## 6) Land Use, Soils, Geology and Farmland Considerations

The GEC shall assess land use, soils, and local geology. The GEC shall identify agricultural/farmland impacts for the proposed project. Identification of farmland impacts shall be conducted in accordance with the Farmland Protection Policy Act (7 USC 4201 et. seq.). Farmland impacts shall be reported in the EA as the proposed project area may be located within agricultural areas designated as prime farmlands. If required, Natural Resources Conservation Service (NRCS) Form AD-1006, "Farmland Conversion Impact Rating" would be completed, processed with the NRCS, and included in the EA as appropriate.

## 7) Hazardous Materials Considerations

The GEC shall conduct an Initial Site Assessment (ISA) for potential hazardous materials impacts for the proposed project area in accordance with TxDOT's *Environmental Handbook for Hazardous Materials* (Version 3), or other similar federal guidance. The ISA shall determine the potential for encountering hazardous materials in the general project area, including possible environmental risks, handling, or disposal requirements (e.g., for any identified soil or groundwater impacts), and any potential health and safety considerations.

The completed ISA shall include, when applicable, copies of third-party (i.e., subconsultant/vendor) government regulatory database search reports including maps depicting locations of recorded sites, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the GEC to complete the ISA. The GEC shall include the information presented in the completed ISA in the relevant section(s) of the EA. Tasks may include some or all the following:

- a. A concise summary of information gathered during the ISA, including sufficient information to show that the proposed project area for the bridge/roadway/POE facility was adequately investigated for known or potential hazardous material contamination.
- b. A concise description of the scope of the ISA, disclosure of any limitations of the assessment, and a statement indicating who conducted the assessment.
- c. A concise summary of the findings of the ISA, along with an opinion of the potential for any suspected hazardous material contamination sites to impact

the proposed project during construction.

- d. A discussion of any actions recommended for conducting further investigation of suspect areas, and/or justification for the advancement or postponement of further investigations.
- e. A summary of efforts to be employed to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
- f. Disclosure of any known or suspected hazardous material contamination that is anticipated to be encountered during construction.
- g. A discussion of any required or recommended special considerations, contingencies, or provisions to handle known or suspected hazardous material contamination during ROW negotiation and acquisition, property management, design, and construction.
- h. A summary of any early coordination or consultation conducted with the regulatory agencies, local entities, or property owners regarding the potential presence of hazardous materials.
- i. A discussion of any further hazardous materials-related coordination with, and approvals or permits required from, the regulatory agencies or other entities.

Should the findings of the ISA conclude that additional investigations, special considerations, or other commitments are required during future stages of project development, the GEC shall review those findings and commitments with the CCRMA prior to completing the hazardous materials documentation for the EA. Such commitments may be included on the construction-related Environmental Permits, Issues and Commitments (EPIC) forms for the proposed project.

## **8) Air Quality Considerations**

The GEC shall conduct an air quality analysis, including a Mobile Source Air Toxics (MSAT) qualitative analysis, as needed, in accordance with TxDOT's *Environmental Handbook for Air Quality* (Version 6). The National Ambient Air Quality Standards for Cameron County shall be assessed. The TCEQ air quality designations shall be reviewed for the region/area of the proposed project (e.g., attainment, non-attainment, etc.). The effects (positive or negative) of the proposed project on local air quality shall be evaluated, including the potential for fugitive dust particulate emissions during construction activities.

## **9) Traffic Noise Considerations**

The GEC shall complete a traffic noise analysis using the FHWA Traffic Noise Model® (TNM®), Version 2.5, in accordance with the TxDOT *Traffic Noise Policy Implementation* (Version 1) and related guidance. Noise analyses shall be conducted for each reasonable alternative and/or the preferred alternative, as



appropriate. The GEC, subconsultant or TxDOT shall develop predicted (future) traffic data and additional information (e.g., k-factor, directional split/distribution, percent trucks—light/medium/heavy, annual average daily traffic, design hourly volume, etc.) required for inclusion in the TNM<sup>®</sup>.

The GEC shall identify representative receivers that may be impacted by project-related traffic noise and may benefit from feasible and reasonable noise abatement. The GEC shall determine existing and predicted noise levels for representative receivers through the following process. The GEC shall:

- a. Conduct field measurements of existing ambient noise levels. Field measurements are anticipated to be collected in up to three (3) locations along the preferred alternative.
- b. Conduct computer modeling of existing noise levels and predicted (future) noise levels.
- c. Identify impacted receivers in accordance with TxDOT's absolute and relative impact criteria.
- d. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
- e. Propose noise abatement measures, if required, that are both feasible and reasonable.
- f. Determine predicted (future) noise impact contours for adjacent undeveloped properties where development is likely to occur.

## **10) Water Resource Considerations**

The GEC shall document compliance with laws and regulations concerning the management of water resources in accordance with TxDOT's *Environmental Handbook for Water Resources* (Version 3).

### **10a) Surface Water**

The GEC shall assess surface water features within the project area (e.g., resacas, open water, drainage ditches, irrigation canals, washes, draws, creeks, streams, rivers, etc.). Note that the presence of water in surface water features is not required for the assessment of features such as pond areas, streams, creeks, or washes. Sampling and the laboratory testing of waters are not part of this scope of services. Impacts to surface waters would be assessed for the Build Alternatives in the EA. The TCEQ Section 303(d) list of impaired waters would be reviewed to evaluate the presence of any impaired waters within the area of the proposed project including the Rio Grande.

### **10b) Floodplains**

Executive Order 11988 requires federal agencies to determine whether a proposed action occurs within a floodplain. Executive Order 11988 directs each

federal agency to take action 1) to reduce the risk of losses associated with floods, 2) to minimize the impact of floods on human health and safety, and 3) to preserve the beneficial values of floodplains. The GEC shall evaluate the project area regarding Federal Emergency Management Agency (FEMA) designated/mapped areas, flood event impacts, flood control measures, encroachments of the 100-year floodplain, developed areas in or near the 100-year floodplain, local watersheds, and drainageways. The EA shall document the floodplains, if any, that could be potentially impacted by the proposed project.

**10c) Groundwater**

The GEC shall evaluate the project area regarding aquifers, groundwater presence and/or availability. This evaluation shall include the identification of local public drinking water systems.

**10d) Waters of the US, including Wetlands**

Section 404 of the Clean Water Act (CWA) regulates the discharge of dredged or fill material into waters of the US, including wetlands. The USACE administers the permitting program for actions under Section 404 of the CWA. The GEC shall prepare the delineation of waters of the US, including wetlands or other special aquatic sites, for areas within the preferred alternative. The delineation would be conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

The GEC shall collect background data (i.e., aerial/color infrared aerial photographs, topographic data, etc.) prior to the field investigation. If ROE/field access is not authorized on all proposed study area/ROW parcels, the GEC shall utilize other available resources such as the NRCS *Web Soil Survey* data, aerial photography, topographic maps, and National Wetlands Inventory (NWI) data, etc., to delineate waters of the US, including wetlands, within the preferred alternative or related areas (i.e., POE facility). Note that the presence of water in surface water features, wetlands or special aquatic sites is not required for the assessment of such features.

The wetland delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence (or absence) of wetland characteristics. Waters of the US shall be delineated in the field and recorded using Trimble® Geo7X Global Positioning System (GPS) technology. Areas extending beyond the preferred alternative ROW shall be noted but not delineated during the field investigation of the preferred alternative. Wetland

data forms shall be completed at vegetative community changes within the preferred alternative ROW as well as in other areas to determine the geographical boundary of a wetland or the ordinary high-water mark (OHWM) of a stream/creek.

The GEC shall draft a Waters of the US Delineation Report, following TxDOT guidance, which summarizes the methods and results of the delineation activities as well as associated mapping (i.e., vicinity, site location, topography, aerial photograph, LiDAR, soils, floodplains, NWI, etc.), site photographs, wetland data point locations/forms, acreage summary tables, and other supporting data (e.g., antecedent precipitation data). The Waters of the US Delineation Report shall be submitted to the USACE as part of the Section 404 permit application process, if required.

## **11) Vegetation and Habitat Considerations**

The GEC shall conduct an analysis of existing wildlife habitat within the proposed project area and potential project-related impacts to such habitat. If the GEC encounters protected species or habitat for protected species, the GEC shall notify the CCRMA immediately.

If special or unusual habitat features are present, additional details shall be included in the description to clearly describe the feature(s) and to explain why the feature(s) should be regarded as unusual or special. Areas of unusual vegetation or special habitat features often correlate with suitable habitat for protected and imperiled species. Unusual vegetation may include, but is not limited to, unmaintained vegetation, trees or shrubs along a fence line adjacent to a field (i.e., fence row vegetation), riparian vegetation (particularly where fields or cropland extend up to or abut the vegetation associated with the riparian corridor), trees that are considered ecologically significant or locally important, or are substantially larger than other trees in the area, and unusual stands or islands of isolated vegetation.

Special habitat features may include, but are not limited, to bottomland hardwoods, caves, cliffs and bluffs, native prairies (particularly those with climax species of native grasses and forbs), seeps or springs, drainage features, snags (i.e., dead trees or groups of dead branches), hollow trees, trees with cavities, leaf-cutter ant beds, harvester ant mounds, water bodies (e.g., creeks, streams, rivers, wetlands, playa lakes, ponds [temporary and permanent, natural, and man-made] etc.), existing bridges with known or easily-observed bird or bat colonies, rookeries, or prairie dog towns (per TxDOT *Guidance: Conducting Habitat Assessments and Presence/Absence Surveys*, Version 1).

The habitat analysis shall contain a description of anticipated impacts to vegetation and shall follow the TxDOT *Environmental Handbook: Ecological Resources* (Version 3) guidance. The description of vegetation shall include the

acreage for each vegetation type observed. The description of anticipated impacts shall be based on impacts that may be predicted as a result of construction activities and the extent of the bridge/roadway/POE facility proposed for the project. If lack of ROE access to the project study area/ROW limits the field observations for the habitat areas, existing published sources shall be used to provide an estimate.

The GEC shall assess project-related impacts to vegetation and include a description of any unusual vegetation features or any noteworthy trees, shrubs, etc., identified during field investigations. Vegetation types will be identified using the Texas Parks and Wildlife Department (TPWD) Ecological Mapping Systems of Texas (EMST) data and other similar tools, as appropriate.

## **12) Threatened and Endangered Species**

For the purposes of this scope of work, protected species shall include:

- a. Species listed by the US Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12);
- b. Species that are candidates for review or listing by the USFWS as threatened or endangered (per most recently updated list in the *Federal Register*);
- c. Species listed by the Texas Parks and Wildlife Department (TPWD) as threatened, endangered or species of greatest conservation needs (SGCNs) as reflected in the TPWD *Annotated County List of Rare Species, Cameron County, Texas*; and
- d. Species protected by the Migratory Bird Treaty Act (50 CFR 10.13).

The GEC shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 CFR 17.94-95) could be impacted by the proposed project; findings shall be reported in the EA. Documentation shall follow the TxDOT *Environmental Handbook: Endangered Species Act* (Version 4) guidance. Existing data shall include the USFWS Information for Planning and Consultation (IPaC) records, USFWS County lists of threatened/endangered species, and the TPWD Natural Diversity Database. Species-specific presence/absence surveys for one (1) protected species or critical habitat are included in this scope of services. If more than one species-specific presence/absence survey or critical habitat survey is required, a supplemental work authorization would be needed.

In addition to preparing the related sections in the EA document, the GEC shall provide the following analysis and documents, as appropriate:

- a. TxDOT Species Analysis Spreadsheet.
- b. TxDOT Species Analysis Form and associated attachments (i.e., maps, photos, etc.).
- c. USFWS coordination for listed species. This activity would not include the preparation of a Biological Assessment or official USFWS consultation under

Section 7 of the Endangered Species Act; such USFWS coordination would require a supplemental work authorization.

### **13) Cultural Resource Considerations and Coordination**

As the NEPA document (e.g., EA, EIS) shall be prepared to support a Presidential Permit application, the proposed project would be subject to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. The potential for federal agency funding (i.e., FHWA, US DOS, GSA, etc.), and/or assignment to TxDOT (all or in part), triggers compliance with the Texas Antiquities Code which is administered by the Texas Historical Commission (THC), and TxDOT's internal review procedures for environmental clearances.

The GEC shall coordinate with cultural resource subconsultants and prepare for and attend subconsultant meetings (live or via video conferencing such as Teams, Zoom, etc.) for the proposed project. The GEC, through a subconsultant, shall conduct cultural resource (historical/archaeological) investigations designed to satisfy all applicable federal and state cultural resource laws and regulations.

A desk-based investigation (literature and records review) shall include a review of records from the Texas Archaeological Research Laboratory (TARL) and available data on the THC Texas Archeological Sites Atlas (Atlas), an online resource, to identify previously recorded surveys or cultural resources within approximately 1.6-kilometers [km] (1-mile) of the proposed study area. An archaeologist shall also review historical maps, aerial photographs, topographic maps, *Soil Survey* maps, and geologic maps to identify possible historic structures or the previous locations of structures that may now be expressed as an archaeological site within the designated Area of Potential Effect (APE) associated with the proposed project. In addition to identifying previously recorded archaeological sites, the Atlas review and other reviews shall include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers, Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Other critical factors that shall be examined include the level of previous disturbances from agricultural use, residential, commercial, or industrial developments, types of soils, and archaeological potential. Following completion of the desk-based review, a field-based investigation plan (scope of work including the results of the background review) shall be completed for review and comment by the GEC, CCRMA and FHWA/TxDOT, etc., along with the Antiquities Permit application for THC review (typically a 30-day review).

#### **13a) Archeological Background Study, Texas Antiquities Permit Application, and Survey**

The GEC shall coordinate with subconsultants and conduct database searches of

the restricted Sites Atlas maintained by THC and the TARL to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed on the NRHP and SALs. Results of the searches shall be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources and shall be presented in an archeological background study that meets TxDOT/FHWA (or other similar federal standards) and THC requirements.

Once an Antiquities Permit has been obtained and the agency or agencies have approved the field investigation scope of work, the GEC's subconsultant shall conduct an archaeological field survey of the approximately 30-acre development area. The survey shall be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations shall be accomplished through shovel testing. The placement and quantity of these excavations shall depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography. Shovel tests shall be excavated in 20-centimeter (cm) arbitrary levels to 80 cm in depth unless soil characteristics or bedrock preclude reaching that depth. The matrix shall be screened through ¼-inch mesh. The location of each shovel test shall be plotted using a sub-meter accurate GPS receiver, and each test shall be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the archival research shall require additional shovel testing to explore the nature of the cultural deposits. Conversely, heavily disturbed, and modified areas in the proposed project area may not be shovel tested. THC survey standards call for a project area of this size to have approximately 51 shovel tests be systematically excavated.

If a site is encountered, a minimum of 14 shovel tests shall be excavated per site; based on a preliminary review of the Atlas data, the subconsultant anticipates identifying one (1) prehistoric archaeological site as a result of these investigations. If an archaeological site is discovered during the investigations, it shall be explored as much as possible with consideration to land access constraints. All discovered sites shall be assessed for their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work). Additional subsurface investigations shall be conducted per THC standards at discovered sites to define horizontal and vertical boundaries. The GEC's subconsultant anticipates that no more than one (1) archaeological site will be identified and require delineation (n=14 shovel tests).

The GEC's subconsultant shall complete appropriate State of Texas Archeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site shall be produced, and locations shall be plotted on U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps and relevant project maps for planning purposes. The subconsultant proposes a non-collection survey. Artifacts shall be tabulated, analyzed, and documented in the

field, but not collected. Temporally diagnostic artifacts shall be described in detail and photographed in the field. This policy shall reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during field investigations must be curated at an approved repository.

The GEC's subconsultant preliminarily identified portions of the project area that encompass topographic settings that may have potential for deeply buried archaeological sites; however, the specific areas that will require deep testing and the appropriate number of trenches will be determined through consultation with the FHWA/TxDOT and the THC.

The primary method for quickly and efficiently exploring these areas is with mechanical excavation (i.e., backhoe trenching). Once pedestrian survey investigations have verified that deep testing is warranted within the project area, the trench placement at each location will be determined by the level of existing disturbance, the location of any impacted areas (such as construction), and the preservation potential for archaeological sites as determined by the designated geoarchaeologist and through consultation with the FHWA/TxDOT and the THC. All mechanical trenching will be monitored by an experienced archaeologist while excavations are underway, and all work will be performed in accordance with Occupational Safety and Health Administrations (OSHA) regulations (29 CFR Part 1926) and overseen by an OSHA competent archaeologist.

Backhoe trenches shall be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow the complete recording of all features and geomorphic information to depths of project impacts. Generally, trenches shall be 1.2 to 1.5 m (4 to 5 feet) deep, 7 m (23 feet) in length, and 0.75 m (2.5 feet) wide and excavated approximately every 200 m (656 feet) along each survey transect within the project area. When necessary to assess the potential for buried deposits deeper than 1.5 m (5 feet) below surface, the excavations will be benched back in accordance with regards to the appropriate soil type (i.e., Type A, B, or C) as indicated in OSHA regulations (29 CFR Part 1926.652[b][2]). Typically, a portion of one side of the trench is 'stepped' down and sloped to allow safe access/egress from the trench. At least one 5-gallon bucket from every third excavator bucket load will be screened for cultural materials. Once the trenches/benched trenches have been excavated, an archaeologist shall scrape down both walls of the trench, examining the profiles for artifacts, features, or other cultural manifestations. Stratigraphic descriptions will be recorded for each trench. All features encountered during trenching shall be mapped and photographed. Upon completion of excavation, all trenches shall be backfilled, leveled, and returned, as much as possible, to the original state/grade.

For this project, the subconsultant conducted a preliminary geoarchaeological

review and estimates that approximately 25 mechanical backhoe trenches may be required to adequately assess the project area.

In the event that a backhoe trench contains cultural materials, these items are documented on the form and (if possible) photographed in situ during the profile recording. Additionally, a column sample is excavated down one side of the backhoe trench. The column samples are 30-x-30-cm in size and extend from the ground surface to the base of the trench or until clearly pre-cultural, Pleistocene-aged deposits are encountered. Soil from the column sample is removed in 20 cm levels and screened through ¼-inch hardware screen mesh. The column sample data is documented on the backhoe trench form. If the cultural materials in the backhoe trench are identified to be within intact deposits, found in association with a cultural feature (e.g., hearth), or not isolated, then additional trenches may be excavated. Depending on the nature of the project and the limits of access, the additional trenches typically are placed on opposite ends of the trench to determine the horizontal extent of the cultural materials. These trenches are documented as described above and column sampled.

The GEC's subconsultant shall prepare a single draft report of the archaeological investigations. The cultural resources report shall conform to THC and Council of Texas Archeologists (CTA) reporting standards. The report will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological and architectural history surveys, recommendations on the need for further work, and the potential significance of the cultural resources for NRHP and SAL eligibility.

The GEC's subconsultant shall submit a draft copy of the report to the GEC and CCRMA for review and comment. Once this has been accomplished, the subconsultant shall incorporate any appropriate edits and shall submit a revised draft report to the FHWA/TxDOT and THC for their review and comment (typically a 30-day comment period). Once the draft report has been reviewed and accepted by the FHWA/TxDOT and the THC, the report shall be finalized and submitted to all agencies. Field records and photographs shall be curated at an approved curatorial facility, which in this case is the Center for Archaeological Research at The University of Texas at San Antonio; this curation process may take up to 30 days to complete once concurrence has been received from the agencies.

### **13b) Historic Resources Project Coordination Request**

The historic coordination task shall focus on the completion of Section 106 of the NHPA for aboveground resources, also referred to as historic resources or built environment/architectural history. Following the *Programmatic Agreement (PA) among the FHWA, TxDOT, THC, and the Advisory Council on Historic Preservation*



*Regarding the Implementation of Transportation Undertakings*, the GEC's subconsultant shall begin the Section 106 review process by completing a Project Coordination Request (PCR) according to TxDOT Historical Studies Review Procedures (422.02.GUI, Version 2), or similar federal guidance. The PCR process determines applicability of PA Appendix 3 (No Potential to Affect Historic Properties), PA Appendix 4 (Minimal Potential to Affect Historic Properties), or neither (Potential to Affect Historic Properties) which triggers a historic resources survey recommendation. The subconsultant's architectural historian shall complete a desktop review and overview field assessment in the project area to identify the potential for historic-age properties in the APE. This phase consists of filling out the PCR form from the TxDOT Historic Resource Toolkit, and the assembly of supporting attachments, including project information sheets from the Texas Environmental Compliance Oversight System (ECOS), maps of the project location and intersecting parcels, photographs of the project area, and data detailing historic-age improvements in the APE. A completed PCR is submitted to the TxDOT Environmental Affairs Historic Studies (ENV-HIST) for review. If applicable, TxDOT ENV-HIST will provide further guidance on amending the scope of the project.

Based on consultation with ENV-HIST and results of the PCR, an architectural historian who meets the Secretary of the Interior (SOI) Professional Qualification Standards (36 CFR Part 61) shall prepare a Historic Resources Research Design (Research Design) that will be used to guide the documentation and evaluation efforts of historic-age resources in the APE. The Research Design shall meet the latest TxDOT Documentation Standards and shall include the recommended APE, project setting and study area, anticipated Section 106 consulting parties and project stakeholders, previously designated and evaluated historic resources, preliminary assessment of potential impacts to historic properties, a survey methodology, a literature review, a preliminary historic context, and bibliography. The Research Design will inform a reconnaissance-level survey conducted in compliance with the appropriate TxDOT standards. This phase shall include documentation of informal public engagement with the Cameron County Historical Commission as well as possible other stakeholders who may have insight about historic-age resources within the APE.

As informed by a TxDOT-approved Research Design and the PCR, this phase involves the completion of a reconnaissance survey conducted by an SOI-Qualified architectural historian and the reporting of the survey results. The reconnaissance survey shall identify, document, and evaluate all above-ground resources within the APE for the proposed project for eligibility for the NRHP. The survey results shall be documented according to TxDOT Documentation Standards in the Historic Resources Survey Report (HRSR) template available on the TxDOT Historic Resources Toolkit. The HRSR shall include documentation for surveyed resources, elaborated and revised historic context based on survey findings and public involvement, and NRHP eligibility recommendations. The report shall also determine indirect, direct, and cumulative effects for NRHP-

listed and eligible resources, and address applicability of Section 4(f) the U.S. Department of Transportation Act of 1966. The appendices of the HRSR shall contain project information from ECOS, a tabular inventory of surveyed properties, survey forms for all surveyed properties, map figures, project area photographs, and consulting party comments. Figures shall include the project location, intersected parcels, survey results, and NRHP recommendations (if applicable).

**14) Section 4(f)/(6f) Considerations**

The GEC shall, in accordance with 23 CFR 771.135 (49 USC 303) and the FHWA and TxDOT guidance on Section 4(f) evaluations, identify properties within the study area that are protected by Section 4(f) of the US Department of Transportation Act of 1966. Such Section 4(f) properties include parkland, recreational areas, wildlife refuges, and historic properties. The GEC shall evaluate Section 4(f) properties, complete a Section 4(f) analysis (if required) and TxDOT Section 4(f) checklist, and identify potential impacts for the preferred alternative, as applicable.

The GEC shall, in accordance with TxDOT's *Environmental Handbook: Section 6(f) Land and Water Conservation Fund Act Compliance* (Version 2), identify recreational areas or similar areas within the proposed project area that are protected by Section 6(f) of the Land and Water Conservation Act. Such properties were acquired, or developed and funded, through monies associated with the Land and Water Conservation Fund of 1965. The GEC shall not conduct activities to replace impacted Section 6(f) properties under this work authorization. Section 6(f) property replacement activities, if required, would be conducted under a separate work authorization.

The GEC shall additionally document the proposed project's compliance with Chapter 26 (Protection of Public Parks and Recreational Lands) of the Texas Parks and Wildlife Code.

**15) Construction Considerations**

The GEC shall identify potential construction-phase impacts that would result from the proposed project and shall document such impacts in the relevant section(s) of the EA. Construction impacts associated with air quality and noise shall also be assessed. EPIC information shall be prepared for use in the construction phase of the proposed project. Best Management Practices (BMPs) for environmental considerations would be identified in the EPIC information.

**16) Indirect and Cumulative Impacts**

The GEC shall assess the indirect and cumulative impacts that would result from the proposed project based on TxDOT's Guidance: *Indirect Impacts Analysis*

(Version 3) and *Cumulative Impacts Analysis Guidelines* (Version 3). The assessment of indirect impacts shall include induced growth indirect impacts and encroachment alteration impacts. The assessment of cumulative impacts shall include impacts to the environment which may result from incremental impacts of the proposed project when added to other past, present, and reasonably foreseeable future actions in the general project area.

#### **16a) Indirect Impacts Analysis**

For induced growth indirect impacts, the GEC shall evaluate the causation connecting a transportation project to future land use changes and the impacts associated with those land use changes. The TxDOT Scope Development Tool and Induced Growth Impacts Analysis decision tree shall be used to aid in assessing potential indirect impacts. The induced growth indirect impacts analysis would follow a six-step methodology which includes defining or identifying: 1) the methodology, 2) the area of influence (AOI) and study timeframe, 3) areas subject to induced growth in the AOI, 4) if growth is likely to occur in the induced growth areas, 5) resources subject to induced growth impacts, and 6) mitigation (if applicable). This approach would be applied to the preferred alternative.

For encroachment alteration indirect impacts, the GEC shall assess all resources which would be evaluated for direct impacts. Examples of potential encroachment alteration impacts may include the anticipated future impacts after construction of the preferred alternative to the following considerations: changes in travel patterns, habitat fragmentation, neighborhood stability, access to specific goods or services, etc.

#### **16b) Cumulative Impacts Analysis**

For cumulative impacts, the GEC shall conduct a five-step process for considering the cumulative effects on a project. The five steps include: 1) resource-related project area/ROW, conditions, and trends, 2) direct and indirect effects on each resource from the proposed project, 3) other actions (past, present and reasonably foreseeable) and their effect on each resource, 4) the overall effects of the proposed project combined with other actions, and 5) mitigation of cumulative effects. The cumulative impacts analysis would be conducted for the recommended preferred alternative.

#### **16c) Other Impact Considerations**

Additional impacts shall be assessed as appropriate to the proposed project. Such impacts may include long-term, short-term, impacts without the proposed project, adverse environmental impacts which cannot be avoided, short-term uses, long-term productivity, and the irreversible and irretrievable commitment of resources.

## 17) EA Compilation, Completion and Approval

For purposes of this scope, the GEC anticipates preparing a draft and final version of the EA. All environmental documents shall be electronically submitted to the CCRMA and FHWA/TxDOT, as appropriate, though a reasonable number of hardcopies shall be accommodated upon request. The FHWA, or other federal agency sponsor, may review versions of the EA in addition to or in lieu of TxDOT, as appropriate.

- **Draft EA** shall be submitted to the CCRMA, FHWA, TxDOT-Pharr District and TxDOT ENV (continuing with interdisciplinary reviews as needed). If warranted, the GEC will participate in a comment resolution workshop (conference call) with the CCRMA, TxDOT and/or FHWA on any outstanding issues in need of attention. The GEC shall then revise and resubmit the Final EA.
- **Final EA** shall be the final submittal of the EA for FHWA and/or TxDOT review and the issuance of a determination on the proposed project. Any resource agency comments and public comments received on the Draft EA shall be addressed and incorporated into Final EA.

### **Deliverables:**

- EA Draft & Final
- Air Quality Analysis (if required)
- Archeological Background Study
- Texas Antiquities Permit Application
- Archeological Survey Report (for field investigations)
- Chapter 26, Parks and Wildlife Code, compliance (if needed)
- Community Impacts Assessment Form or Assessment Technical Report Form
- Environmental Permits, Issues & Commitment (EPIC) Sheets; documentation of BMPs
- Farmland Protection Policy Act Form
- Hazardous Materials ISA Form
- Historic Resources Project Coordination Request (PCR)
- Historic Resources Survey Research Design
- Historic Resources Survey Report (HRSR)
- Indirect and Cumulative Impacts Analysis
- Section 6(f) Land and Water Conservation Fund Act coordination (if required)
- Section 401 CWA State Water Quality Certification
- Section 404 CWA Nationwide Permit or Individual Permit Application
- Species Analysis Spreadsheet and Species Analysis Form
- Surface Water Analysis Form
- Traffic Noise Analysis Technical Report
- U.S. DOT Section 4(f) Analysis/Coordination (if required)
- Waters of the US Delineation Report from CCRMA
- Work Plan Development (TxDOT) Form (if required)

Some technical reports may or may not be required; an analysis of the baseline research for the proposed project study area shall aid in determining the need for selected technical reports. All environmental documents shall be electronically submitted to the CCCRMA and FHWA/TxDOT though a reasonable number of hardcopies shall be accommodated upon request.

## **E. Public Involvement Activities**

All public involvement activities shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA and the FHWA/TxDOT's current policies, procedures, guidance, and document templates, or other similar federal guidance.

### **1) Virtual Public Meeting with In-Person Option (1 meeting)**

The GEC shall conduct the following activities to prepare for, set-up and attend the virtual and in-person public involvement activities for the proposed project. The FHWA (or other designated federal agency) may be involved in addition to or in lieu of TxDOT, as appropriate.

- a. The GEC shall prepare and present one (1) virtual public meeting with an in-person option. The purpose of the public meeting shall be to inform the public of the proposed project and gather input from the public. The in-person public meeting shall be held in an open house format, anticipating up to 200 attendees. The public shall have the opportunity to provide written and verbal comments, but no formal presentation or open public comment session shall be held at the in-person public meeting. The GEC shall secure the meeting venue for the public meeting.
- b. The GEC shall provide a pre-recorded presentation to the CCRMA, TxDOT-Pharr District and/or FHWA (or other designated federal agency) for approval for the virtual public meeting to accompany each in-person public meeting. Upon approval, the presentation shall be published online on the TxDOT website, or similar forum, and shall convey the same information that would be presented at the in-person public meetings. Additionally, any public meeting handouts or information available during the in-person public meetings shall be made available on the website as part of the virtual public meetings.
- c. The GEC shall develop one (1) public meeting notice (in English and Spanish) for each public meeting; the meeting notice shall be published at least 15 days prior to each public meeting. The notices shall be submitted to the CCRMA and the TxDOT-Pharr District and/or the FHWA for approval. The English and Spanish public meeting notices shall be placed in at least two (2) local papers (one English text newspaper and one Spanish text newspaper) and may include a project location map, if appropriate. The public meeting notices shall also be published online on the TxDOT website and/or applicable city or county social media accounts.
- d. The GEC shall prepare and mail the public meeting notices (English and Spanish) to landowners, lessees, etc., whose property adjoins the proposed project area. The GEC shall develop a mailing list of landowners located adjacent to the proposed

- project and others who have requested notification of public involvement activities. Such notifications shall be sent using regular mail by the U.S. Postal Service.
- e. The GEC shall prepare a public meeting letter of invitation for local, and state elected officials, which shall be printed and signed by the CCRMA, or the GEC as determined by the CCRMA. The GEC shall prepare and update a mailing list of elected officials. Alternatively, TxDOT may provide a current listing of elected officials to the GEC. The elected officials' letters shall be mailed approximately 45 days in advance of the public meetings.
  - f. The GEC shall prepare handouts (i.e., comment forms, location map, project summary, etc.), indoor and outdoor directional signage to the public meetings, sign-in sheets, and a series of exhibit boards for each public meeting. Printed handouts available at the public meetings shall be presented in English and Spanish.
  - g. The GEC shall provide project staff members to attend the in-person public meetings for the purpose of providing information to attendees regarding the proposed bridge/roadway/POE project, addressing local concerns regarding the proposed project, staffing the sign-in table, and managing the in-person public meeting information stations, as appropriate. The GEC shall provide an electronic copy of the draft public meeting documentation for the CCRMA's and TxDOT/FHWA's review, comment, and approval prior to the public meetings.
  - h. The GEC shall prepare two (2) public meeting summary reports (PMSR); one (1) summary report shall be prepared for each virtual/in-person public meeting in accordance with TxDOT's *Environmental Handbook for Public Involvement* (Version 16) and current TxDOT document templates and/or similar FHWA guidance.

**Deliverables:**

- Draft/Final Notice of Virtual Public Meeting with In-Person Option (English and Spanish)
- Public Meeting Notice/Letter of Invitation to Public/Elected Officials
- Pre-recorded Video Presentation, as applicable
- Public Meeting Handouts (comment forms, location maps, project summary or fact sheets, exhibit boards, etc.)
- Public Meeting Summary Report (PMSR) of the Public Meeting (to be included in the EA)

**2) Public Hearing**

The GEC shall follow the TxDOT guidance for public hearings (similar activities to those previously outlined/described in Section F.1.a-h – Virtual Public Meeting with In-Person Option). The Public Hearing shall include an open house forum for project information and exhibits followed by a formal presentation. Speakers shall be allowed a specified time period (typically 3 minutes) to voice their project comments at the hearing. The GEC shall make arrangements for one (1) court reporter to provide a verbatim transcript of the Public Hearing presentation and comments. A virtual component of the public hearing would be included as part of the public hearing task, as appropriate. Documentation of the Public Hearing (public hearing summary report) would be included in the EA. Public hearing comments would also be addressed and incorporated

into the EA.

**Deliverables:**

- Public Hearing Notice/Letter of Invitation to Public/Elected Officials
- Pre-recorded Video Presentation, as applicable
- Public Hearing Handouts (comment forms, location maps, project summary or fact sheets, exhibit boards, etc.)
- Public Hearing Summary Report of the Public Hearing (to be included in the EA)

**The following environmental services are specifically excluded from this scope of work and, if required, shall be subject to a separate work authorization as Special Services:**

- Additional field investigations beyond the tasks identified in this scope of work.
- Archeological significance testing, data recovery and/or monitoring.
- Audio/visual equipment rental.
- Bicycle/pedestrian connectivity study.
- Biological Assessment preparation for formal USFWS Section 7 consultation under the Endangered Species Act.
- Construction Emissions Mitigation Plan.
- Disposal or transportation of any hazardous waste that is encountered during site investigations.
- Emergency Response Control Pollution Plan.
- Environmental permitting other than specified permitting with the USACE and USCG.
- Historic American Buildings (HABS)/Historic American Engineering Record (HAER) documentation.
- Phase II hazardous materials due diligence/site assessments; hazardous materials investigations (Phase II/III) beyond the level of an ISA (ASTM E1527-21).
- Processing of more than one (1) archeological site.
- Historic resources surveys beyond those scoped.
- Human remains evaluation/coordination/removal.
- Incidental Take Permit activities.
- Mexico field investigations.
- Mobile Source Air Toxics (MSAT) quantitative analysis.
- More than one (1) presence/absence survey for threatened/endangered species or critical habitat.
- More than one (1) subject matter expert for threatened/endangered species or critical habitat.
- NRHP nominations.
- Project newsletter or project website development.
- Section 6(f) property replacement activities, if required.
- Security officer(s) for public meeting and/or public hearing.
- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Storm Water permits, Storm Water Pollution Prevention Plans (SWP3), Texas Pollutant Discharge Elimination System (TPDES) coordination, and/or Construction General Permits (CGP).

- Waters of the US, wetland, and/or stream mitigation (land acquisition, mitigation design, maintenance, monitoring, etc.).

## **II. Project Advancement (including support of Presidential Permit application) – Engineering**

### **Traffic Studies for NEPA Process**

#### ***Task 1: Project Management/Mobilization***

The traffic task will include a kick-off meeting with CCRMA staff to determine issues relevant to this study and the study's overall methodology.

The GEC's project management will include the following:

- Participating in monthly progress meetings/teleconferences to appraise the CCRMA of progress and identify key issues.
- Analyzing the impact of various physical scope considerations on T&R to develop optimal results.
- Providing CCRMA with periodic progress reports.
- Presenting results to CCRMA and providing responses to any questions.

#### ***Task 2: Traffic Feasibility Studies (CODE 102.01.3)***

The NEPA process requires that GEC collect information for an alternatives analysis. It is anticipated that the Project will include one (1) alternative analysis: the Build and No-Build case analysis.

GEC will conduct the following studies and analyses to support the environmental clearance (NEPA) process:

- Collect Basic Information (Task 2.1)
- Obtain Origin and Destination Studies from TxDOT through CCRMA (Task 2.1)
- Obtain Travel Time and Delay Studies from TxDOT through CCRMA (Tasks 2.1 and 2.5)
- Complete Capacity Analysis Studies (Tasks 2.5 and 2.7)
- Complete Traffic Projection Studies (Tasks 2.3, 2.4, 2.5, and 2.6)
- Perform the Build and No-Build Alternatives Analysis (Tasks 2.5 and 2.6)

Due to the specific requirements of the Project and its characteristics as a Land POE, GEC proposes the tasks below to satisfy the NEPA process regulations.

#### **Task 2.1: Field Reconnaissance and Existing Data Collection and Assembly**

GEC will collect historical border-crossing traffic data for passenger and commercial vehicles, the latest freight data statistics, publicly available trade forecasts, and any existing documentation and reports related to border crossing traffic within the Project area. The available data will help GEC develop a user profile and demonstrate the existing Cameron County POEs' traffic characteristics and travel patterns, all of which provide critical support for



travel demand modeling and traffic forecasting.

GEC will collect disaggregated traffic and border-crossing data. The disaggregated data will also be obtained/updated from the appropriate government information repositories and other available sources, such as TxDOT, Cameron County, the City of Brownsville, the Municipality of Matamoros, international bridge operators, and trucking companies, among others.

To obtain origin and destination (OD) data, observed speed profiles, travel time data, and traffic data from the existing POEs and their hinterlands, GEC requires CCRMA to request the following data from TxDOT to complete the data collection task and develop the Binational Travel Demand Model (TDM) and complete the NEPA processes. Ultimately, the CCRMA must request the following planning data from TxDOT:

- “Replica” OD data
- INRIX travel time and speed data

The Replica OD data refers to data from the Replica platform, which combines powerful data insights by providing a holistic view into the ways mobility, land use, and economic activity intersect. Replica provides synthetic OD data to support modeling and simulating trip activity. The Replica platform can estimate trips that cross the international border between Cameron County and Matamoros. These data will not replace an OD survey, but can help estimate trip patterns, especially for passenger vehicles crossing the border.

The INRIX data provides drive times based on typical traffic conditions, which includes day of the week, time of day, and trip length. Based on this data, GEC can estimate existing traffic conditions and congestion levels in the study area close to the existing and proposed POEs.

These data sources were purchased by TxDOT for the TxDOT Border Master Plan and should be available for the Texas RMAs. These data are essential for GEC to proceed to Task 2.4 (Border Demand Forecast).

## **Task 2.2: Field Data Collection**

Due to the COVID-19 pandemic’s significant impact on transportation and trade at the U.S.–Mexico border, GEC must evaluate current passenger vehicle crossings at the Cameron County–Mexico border to gain a better understanding of the study area’s current and future traffic patterns. To account for recent changes in traffic, GEC will conduct several limited fieldwork efforts, as described below.

**Traffic Counts:** GEC will collect 15-minute traffic counts around the existing international bridges in Matamoros to obtain the most detailed traffic count data from the access roads to the existing border crossings. In contrast to the U.S. side of the study area, there are no existing permanent count stations on the Mexican side, which makes it necessary to collect traffic count field data in Mexico, including the potential access roads of the existing international bridges.

### **Task 2.3: Limited Socioeconomic Data Review**

Due to the COVID-19 pandemic's impact on travel and other behaviors, GEC proposes a limited socioeconomic analysis that includes reviewing Woods & Poole (W&P) socioeconomic data at the county level, and the Texas State Demographer forecast for the binational travel demand modeling procedure (see Task 2.5). It is important to have a clear understanding of the "new normal" after the pandemic and its effect on future developments within the binational study area, particularly the potential growth of the seaport trade, maquiladora, warehousing, distribution, and health centers in Cameron County and Matamoros.

The socioeconomic data analysis is a crucial input to the Binational TDM to develop traffic projections for Cameron County's four existing POEs and the proposed POE.

### **Task 2.4: Border Demand Forecast**

GEC will begin this task with a review of the existing border demand forecasts for the Cameron County international bridge system. Once GEC obtains an understanding of the existing forecast models, GEC will develop the Project's initial demand forecast based on a linear regression model.

GEC will develop and implement the best-fitting model to estimate the Cameron County bridge system's border crossing demand. The econometric modeling procedure can be summarized as follows:

- **Trend Analysis:** GEC will collect, review, and summarize several socioeconomic indicators within the Project's study area, as well as other relevant information.
- **Model Development:** GEC will run combinations of explanatory variables to search for significant correlations by using standard stepwise forward multiple regression forecast methodology. Several dummy variables will also be tested to account for the impact of events and policy changes (e.g., the effects of NAFTA/USMCA and the Great Recession).
- **Demand Forecast:** GEC will select the most representative econometric model for the Project to estimate the preliminary demand forecast and subsequent T&R forecast.

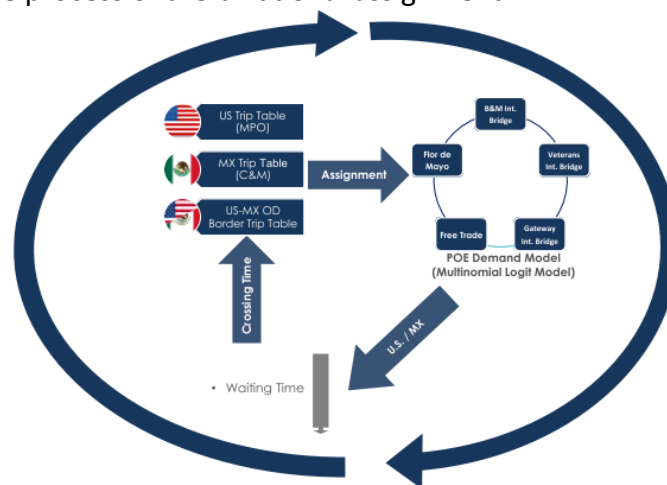
As part of GEC's QA/QC procedure, and to further evaluate the econometric model results, GEC will reproduce historical transaction and revenue trends for the existing Cameron County border crossings to ensure the strongest correlation between forecast model results and historical data.

### **Task 2.5: Binational Travel Demand Model Development**

GEC will develop a binational TDM specifically for this study. As part of this effort, GEC will use available digitalized road networks and census tract layers (AGEBs from Mexico's census) to develop the model. GEC will revise and populate the model roadway networks with the corresponding network attributes (posted speed, capacity, functional class, function type, area type, etc.) to evaluate certain implementation schedules, taking into consideration the long-range transportation plans and the transportation improvement program of the region. Additionally, GEC will contact the Municipality of Matamoros to obtain future development

plans for the Mexican portion of the Binational TDM. In the United States, GEC will rely heavily on road network attributes and zoning data from the latest Lower Rio Grande Valley (LRGV) TDM from the Rio Grande Valley Metropolitan Planning Organization (RGV MPO). GEC’s focus in this study will be simulating traffic volumes and congestion levels on major arterials and important roads that connect to the POEs within the binational study area. Traffic volumes and congestion levels on the remainder of the road network will not be part of the modeling effort at this stage of analysis.

GEC will develop, calibrate, and evaluate all four steps of the Binational TDM to observed traffic data and patterns that are specific requirements for the Project. The final trip tables will be assigned binationally to consider travelers’ choices between all available POEs and ODs on both sides of the U.S.–Mexico border. As a result, the annual border-crossing volumes of the Project will be estimated based on GEC’s binational traffic assignment component. Figure 2 illustrates the iterative process of the binational assignment.



**Figure 2. GEC Binational Assignment Process**

In each iteration, the model assigns three different trip tables—i.e., matrices that display the number of trips going from each origin to each destination at the TAZ level—to the binational network: the two trip tables corresponding to each side of the U.S.–Mexico border, and a trip table for vehicles crossing the U.S.–Mexico border. Based on the congestion of the four existing Cameron County area POEs and the study area road network, the assignment step distributes border-crossing trips to each of the POEs and to the proposed Flor de Mayo POE by reaching a user equilibrium. The assignment not only considers the travel times of the road network but also the queuing and inspection time at each POE.

The waiting times in GEC’s Binational TDM will be obtained from a fixed volume over capacity delay function that is calibrated to existing conditions. This volume delay function will be implemented at the existing POEs and the proposed POE to simulate different congestion levels based on the demand and the resulting time savings based on the OD of the border-crossing trips.

The binational travel demand modeling process is the basis for developing traffic projections for the alternatives analysis, including the four existing POEs and the proposed POE in Cameron

County.

### **Task 2.6: Traffic Projections**

GEC will use the Binational TDM to develop traffic forecasts for the Project's opening year and one horizon year, per the availability of networks and socioeconomic forecast structures. Based on these efforts, GEC will report annual traffic projections for the entire forecast period for the Build and Bo-Build case.

The opening year traffic estimates will be adjusted to account for the Project's ramp-up period and other factors common to start-up projects and/or characteristics of the area. Seasonal variations in traffic will be determined based on information obtained in previous tasks. GEC will then convert the model's daily traffic into annual average daily traffic (AADT) values for each vehicle class.

### **Task 2.7: Level of Service (LOS) Analysis**

Based on the NEPA requirements, GEC will conduct capacity analysis studies for designated locations and sections of roadway and make recommendations for improving traffic flow, including the four existing POEs and road facilities related to the international traffic that crosses the Cameron County–Mexico border. GEC will use the Transportation Research Board's (TRB) Highway Capacity Manual (HCM) to analyze and make appropriate recommendations.

GEC will analyze the roadway capacity performed for the four existing POEs and the proposed POE, their access roads, and each segment of the roadways that are major facilities for international border-crossing traffic on the U.S. side of the binational study area. The analysis will be conducted for both directions using the latest version of Highway Capacity Software in accordance with the HCM (6th Edition). The results of the analyses will be evaluated to determine if the existing roadway should be widened to provide more traffic flow capacity, including:

- Performing opening year "No-Build" conditions analysis for AM, PM, and other peak periods, and documenting projected future year "No-Build" average travel times and speeds for each link and the overall network.
- Evaluating alternative intersection treatments at each of the selected intersections to determine which will improve traffic flow both at the intersection and within the overall corridor under "Build" conditions. For each evaluated alternative, GEC will document the expected level of improvement in traffic flow and the reduction in travel times at each intersection and within the overall corridor.
- Performing opening year "Build" analysis with proposed improvements at each intersection in place and documenting projected travel times and speeds within the limits of the study area, the reduction in travel times, and the increases in travel speeds.
- Performing design year "No-Build" conditions analysis for AM, PM, and other peak periods, and documenting projected future year "No-Build" average travel times and speeds for each link and the overall network.
- Evaluating alternative intersection treatments at each of the selected intersections to

determine which will improve traffic flow both at the intersection and within the overall corridor under “Build” conditions. For each alternative evaluated, GEC will document the expected level of improvement in traffic flow and the reduction in travel times at each intersection and within the overall corridor.

- Performing the design year “Build” analysis with proposed improvements in place at each intersection and documenting projected travel times and speeds within the limits of the study area, the reduction in travel times, and the increases in travel speeds.
- Computing measures of effectiveness using Synchro, including the average travel times and speeds within selected corridors and the proposed POE facility.

GEC will perform a Level of Service (LOS) analysis of the Project’s surrounding roadway network. The LOS analysis will indicate the effect that the Project’s traffic would have on—and its compatibility with—the existing road system and nearby bridges and border crossings. GEC’s Binational TDM will be employed to show the impact of the Project’s traffic on all Cameron County POEs, local roads, and other major arterials of the study area’s roadway network.

Additionally, GEC will provide the required traffic projections, Traffic Analysis for Highway Design (TAHD) tables, and the Equivalent 18k Single Axle Load (ESAL) estimates that are used in the pavement design, traffic noise, and air analysis for the Project’s environmental impact documentation.

### ***Task 3: Documentation***

GEC will report its findings for this study as follows:

#### **Draft Report**

A Draft Report will be prepared to document assumptions, methodologies, inputs, and results. The proposed report layout includes the following:

- A description of the Project
- A summary of existing travel conditions
- A summary of the border-crossing demand forecasts
- Details regarding development of the Binational TDM
- LOS analysis findings and maps
- The resultant traffic projections for the Build and No-Build case analysis.

#### **Draft Report Review**

Copies of the Draft Report will be delivered to CCRMA for review and comments.

#### **Final Report**

GEC will evaluate and respond to comments received during the review period. GEC will then address the comments received during this period and incorporate any necessary revisions in the Final Report.

#### **US Coordination**

1. GEC shall initiate and conduct 4 domestic coordination meetings with US agencies and

officials, develop agendas and rosters, hand-outs and exhibits, and document through final minutes.

2. GEC shall prepare a report summarizing domestic coordination meetings, identifying the steps taken or that will be taken to secure the approval of local, state\*, and federal officials; summarize correspondence, meetings, agreements, identify all permits or approvals from US agencies (federal, state\* and local) that will be required for the development of the facility; a list of what steps will or have been taken to secure approvals.
  - a. \*Prepare documentation and submit application to TxDOT incorporating the requirements of TAC Title 43, Part 1, Chapter 15, Subchapter G.
  - b. Compile documentation and submit application to US Department of State for Presidential Permit.
  - c. Compile documentation and submit application to USIBWC.
3. Presentations at the Bi-National Conference for Bridges & Border Crossings. GEC shall prepare (1) PowerPoint presentation of project development and status, including hand-outs and exhibits, as required.

### **Mexico Coordination**

1. GEC shall initiate and conduct 1 coordination meeting with Mexico officials by telecommunication only, develop agenda and roster, hand-outs and exhibits, and document through final minutes.
2. GEC shall prepare a report summarizing the international coordination meeting, identifying the steps taken or that will be taken to secure the approval of local, state, and federal officials in Mexico; summarize correspondence, meetings, agreements, understandings and/or evidence that Mexican authorities do not object to the construction of the proposed facility; provide a description of the general arrangements for financing, construction and ownership of the Mexico portion of the facility.

### **Project Management**

GEC shall provide project management in the development of this work authorization.

## **PROJECT ADMINISTRATION AND COORDINATION**

### **General Administration**

GEC shall conduct project administrative and coordination duties, including contract administration, project management, meeting minutes of all meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Subcontracting – Prepare, coordinate, execute and administer work authorizations with sub-consultants.
- 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. The progress report may describe the activities conducted during the billing period, activities planned for the following billing period, challenges encountered, actions taken to remedy any outstanding issues, a list of project-related meetings

- attended, and/or the overall project status. An updated schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements accomplished during the billing period or anticipated to be accomplished in the next billing period.
- 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, survey forms, etc., used to solicit information or collect data for the project and submit them to the Client for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the Client on a continuing, at least monthly, basis.
  - E) Schedule – Prepare a detailed, graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables, and Client review requirements. The project schedule will be in a format which depicts the order and inter-dependence of the various tasks, subtasks, milestones, and deliverables for each of the tasks identified therein. Progress will be reviewed periodically for conformance to Exhibit X, Work Schedule, and should these reviews indicate a substantial change in progress, the schedule will then be revised accordingly.
  - F) Managing Change – Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope, and work product changes. The Client approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.

**Deliverables:**

- Monthly progress report that delineates activities conducted per function code.
- Monthly invoice/billings with list of products delivered per invoice billing cycle.

**Project Coordination Meetings**

- A) Project Kick-off Meeting – Upon receiving the Notice to Proceed (NTP), GEC shall schedule a Project Kick-off Meeting with the Client with the objective of confirming the project's schedule, the overall project methodology, and any data to be provided by the Client or other stakeholders. The Project Kick-off Meeting shall include the confirmation of any assumptions, project design considerations, environmental considerations, public involvement/outreach activities, general traffic patterns, overall truck traffic patterns, and coordination with governmental partners and state/federal agency coordination. Prepare for and attend one (1) kick-off meeting with the Client and/or Texas Department of Transportation (TxDOT) to discuss project guidelines and present general project requirements and expectations.
- B) Progress Meetings – Attend up to two (2) progress meetings with designated Client representatives and TxDOT to report on the progress of tasks related to the services. GEC shall submit a memorandum summarizing the minutes and events of each meeting.

**Deliverables:**

- Meeting agendas and minutes for all progress meetings attended.

## COMPUTER GRAPHICS FILES FOR DOCUMENT AND INFORMATION EXCHANGE

The purpose of this Special Provision is to define the format for the exchange of electronic/magnetic data between the Client and non-departmental resources. Because the Client has a significant investment in its existing computer equipment, software, data/databases and personnel training, any and all computer-generated data submitted to the Client must be compatible with the local District office computer system. Due to the variety of software existing among Client offices and to ensure usability of data exchanged between the Client and non-departmental resources, the Client will exchange media of the following data formats:

Graphics: .....MicroStation Power GEOPAK V8i (Select Series 10)

Word Processing: .....Microsoft Word

Database: .....Microsoft Access/ Microsoft Editor

Spreadsheets:.....Microsoft Excel

Archiving Software:.....PKZIP

Data provided to the Client will be furnished on a compact disk (CD) compatible with the Client's computer system and as approved by the Client.

Each CD submitted shall include a Microsoft Word document titled index.doc which will provide an index of the directory structure, name of files within directories, and a concise description of each file. Directories will be used to separate files according to subject: preliminary conceptual, hydraulics, survey information, etc.

Variations from these software applications, or other requirements listed above may be allowed if requested in writing by GEC and approved by the Client. Because data stored on electronic media can deteriorate or be modified undetected, GEC shall not be held liable for the completeness or accuracy of the electronic data after receipt by Client. Client's reliance on the drawings, files, or other information and data stored on the media is limited to the printed copies (also known as "hard copies") that are signed or sealed by GEC. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. The following Standard Main Directory Structure Table will be used to archive all project files pursuant to this project:



## Standard Main Directory Structure:

Types of Data	
Survey Files	All survey related files requested from surveyor.
Construction	Construction and field change documentation except for .Dgn files.
Contracts	All design, preliminary conceptual and survey contract documentation, scope of work, man-hour estimate, etc.
Design Files	All .Dgn files – Mapping, Sheet Files, Master Design Files, design cross sections, etc.
Environmental Docs	Environmental documentation can include but is not limited to Categorical Exclusion (CE) Environmental Assessment (EA), Environmental Impact Statement (EIS), Noise Analysis and Water Pollution Abatement Plans.
Estimate	All estimate files and supporting documentation.
Excel Spreadsheets	Miscellaneous Excel Spreadsheets created for project development.
GEOPAK	Input and output files, job files, tin files.
Hydraulic Programs	Input and output files for other hydraulic programs other than GEOPAK Drainage. (Hec-Ras, Thsys, Winstorm, etc.).
Other Engineering Applications	Any other pertinent Engineering application data. input, output, etc. (i.e., Wincore).
Photographs	All photograph files pertaining to project.
PowerPoint	All PowerPoint Presentation created for meetings and/or information.
ROW	ROW maps and parcel sketches as furnished
Standards	All Standard Sheets used for the project.

Traffic SignCAD files and pertinent design TransCAD files for Modeling Files (No Correspondence or \*.Dgn files).

Word Documents - All documentation and other project correspondence not mentioned above and subdivided into proper directories.

## REFERENCES

1. Standard Specifications for Construction of Highways, Streets, and Bridges - TxDOT.
2. Special Provisions and Special Specifications - TxDOT.
3. PS&E Preparation Manual - TxDOT.
4. Bridges and Structures Operation and Planning Manual - TxDOT.
5. Bridges and Structures Hydraulic Manual - TxDOT.
6. Bridges and Structures Design Examples - TxDOT.
7. Bridges and Structures Bridge Design Guide - TxDOT.
8. Bridges and Structures Detail Manual - TxDOT.
9. Bridges and Structures Foundation Exploration and Design Manual - TxDOT.
10. Standard Specifications for Highway Bridges - AASHTO.
11. Highway Design Operations and Procedures Manual - TxDOT.
12. Highway Design Operations and Procedures Manual Part IIB - Environmental and Public Involvement. Procedures During Project -Specific Planning and Development - TxDOT.
13. A Policy on Geometric Design of Highways and Streets ("The Green Book") AASHTO.
14. Highway Capacity Manual Special Report 209 - Texas Research Board (TRB).
15. Technical Advisory T6640.8A - FHWA.
16. Noise Guidelines - TxDOT.
17. Air Quality Guidelines - TxDOT.
18. Flexible Pavement Design Manual - TxDOT.
19. Guide for the Design of Pavement Structures, 1986 - AASHTO.
20. Texas Manual on Uniform Traffic Control Devices - TxDOT.
21. Standard Highway Sign Designs for Texas - TxDOT.
22. Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - AASHTO.
23. Utility Accommodation Policy - TxDOT.
24. Utility Manual - TxDOT.
25. ROW, ROW Manual - Book I - TxDOT.
26. ROW, ROW Manual - Book II TxDOT.
27. Accessible Rights of Way (sidewalks, street crossings, other pedestrian facilities) Design Guide-Nov. 1999
28. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
29. Administrative Order no. 5-89 Signing, Sealing and Dating of Engineering Documents - TxDOT.
30. Administrative Circular No. 26-91 - Minimum signing, Sealing, and Dating Procedures for Department Engineering Documents - TxDOT.
31. Administrative Circular No. 25-84 - Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls - TxDOT.
32. Administrative Circular No. 33-87 - Preliminary Retaining Wall Layouts to be submitted to Division of Bridges and Structures - TxDOT.
33. Administrative Circular No. 25-92 - Division of Bridges and Structures to be responsible for all geotechnical Engineering support for foundations, retaining walls, and embankment stability and settlement - TxDOT.
34. Texas Department of Licensing and Regulations Manual.

35. Texas Department of Transportation. Bicycle Accommodation Design Guidance. April 2, 2021.
36. Cumulative Impacts Analysis Guidelines. January 2019.
37. Documentation Standard for Waters of the US Delineation Report. August 2019.
38. Environmental Handbook: Preparing an Environmental Assessment. June 2022.
39. Environmental Handbook: Endangered Species Act. November 2020.
40. Environmental Handbook: Section 6(f) Land and Water Conservation Fund Act Compliance. March 2022.
41. Environmental Handbook for Air Quality. July 2021.
42. Environmental Handbook for Community Impacts, Environmental Justice, Limited English Proficiency and Title VI. December 2020.
43. Environmental Handbook for Hazardous Materials. July 2014.
44. Environmental Handbook for Historic Properties. April 2014.
45. Environmental Handbook for Public Involvement. May 2022.
46. Environmental Handbook for Section 4(f), US Department of Transportation Act. May 2015.
47. Environmental Handbook for Water Resources. January 2019.
48. Guidance: Historical Studies Review Procedures. January 2020.
49. Guidance: Indirect Impacts Analysis” and “Cumulative Impacts Analysis Guidelines. January 2019.
50. Highway Traffic Noise: Analysis and Abatement Guidance. December 2019.
51. Template: Waters of the US Delineation Report. December 2019.
52. Template: Documentation of Public Meeting. July 2019.

**NOTES:** (1) All Design shall be in accordance with the above references, except where variances are permitted in writing by the CCRMA.  
(2) The GEC is responsible for purchasing all references required for the project.

## EXHIBIT C Schedule of Work

The GEC will diligently pursue the completion of the Project as defined by the major milestones and deliverable due dates listed below.

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

Task	Deliverable Due Date
1. A. Project Advancement/Early Coordination	
Agency Letters	December 5, 2023
Public Involvement Plan	December 29, 2023
1.B. Project Advancement	
Data Collection	December 2023 to August 2024
Alternatives Analysis	February 28, 2024
Field Investigations (After majority of access granted or 3 rounds of ROE requests)	March 11, 2024
Public Meeting	August 15, 2024
Environmental Assessment (EA) and Technical Reports; Technical Reports will be submitted as they are completed so some Technical Reports may be submitted in advance of the September 10 <sup>th</sup> due date.	September 10, 2024
Public Hearing (the Public Hearing schedule will depend on the TxDOT EA and Technical Report reviews)	January 15, 2025
Anticipated Environmental Clearance by TxDOT	March 31, 2025

PROJECT: Flor de Mayo NEPA Process  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSI:  
 COUNTY: Cameron  
 RRP JOB NO.: U2716 WA34

10/25/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS		
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer in Training	Engineer (IV)	GIS Manager	GIS Technician	Senior CADD	Secretary			TOTAL HRS	
<b>LABOR</b>																						
<b>I. ADVANCEMENT OF THE PRESIDENTIAL PERMIT</b>																						
<b>A. Early Coordination / Consultation</b>																						
	1	Identify/finalize purpose and need, project description, and overall approach to project development (environmental activities scoped in I.B.4.A).	RRP	SPECIAL			2											10	\$2,209.52			
	2	Develop bridge design criteria in accordance with AASHTO and TxDOT standards and guidelines. Identify up to three (3) preliminary potential alternative locations for the bridge, border station, and connecting roadways. Conduct preliminary alignment/alternative analysis. <b>This task is costed out under B.1. below.</b>	RRP	SPECIAL			2				2		8	8				20	\$3,379.84			
	3	Perform preliminary coordination with the following federal and state agencies; coordination, correspondence, development of agendas and rosters, hand-outs and exhibits, conducting meetings (as needed or up to one meeting per agency), and documentation through final minutes:	RRP	SPECIAL														0				
	4	<ul style="list-style-type: none"> <li>- US Department of State (DOS)</li> <li>- US Army Corps of Engineers (USACE)</li> <li>- US Coast Guard (USCG)</li> <li>- US Department of Agriculture (USDA)</li> <li>- US Department of Homeland Security (Customs &amp; Border Protection, CBP, General Services Administration, GSA)</li> <li>- US Fish &amp; Wildlife Service (USFWS)</li> <li>- US International Boundary &amp; Water Commission (IBWC)</li> <li>- Federal Inspection Services (INS, Customs, USDA - Animal and Plant Health Inspection, etc.)</li> <li>- Texas Commission on Environmental Quality (TCEQ)</li> <li>- Texas Department of Transportation (TxDOT)</li> <li>- Texas Historical Commission (THC)</li> <li>- Texas Parks &amp; Wildlife Department (TPWD)</li> <li>- University of Texas Archeological Research Laboratory (TARL)</li> <li>- Cameron County Commissioner's Court</li> <li>- Cameron County and other Counties within 150 miles</li> <li>- Cameron County Department of Transportation</li> <li>- City of Brownsville and other cities within 50 miles</li> <li>- Mexico (Local City, State, and Mexico City; Mexico engineer; Mexico Concessionaire)</li> </ul>	RRP	SPECIAL					2								1	3	\$389.73			
			RRP	SPECIAL					2									1	3	\$389.73		
			RRP	SPECIAL					2									1	3	\$389.73		
			RRP	SPECIAL					2									1	3	\$389.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	3	\$389.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					4									1	5	\$609.73		
			RRP	SPECIAL					8									1	9	\$1,049.73		
	5	Presentations at the Bi-National Conference for Bridges & Border Crossings - For this phase, prepare and deliver one (1) PowerPoint presentation describing the project development and status, including hand-outs and exhibits, as required. (US Coordination)	RRP	SPECIAL																		
	6	Prepare preliminary cost estimate for each alternative.	RRP	SPECIAL			1					2	40						43	\$4,124.96		
	7	Determine preliminary environmental constraints and/or issues for each alternative.	RRP	SPECIAL					30						20				50	\$6,694.60		
	8	Develop conceptual sketches of each alternative.	RRP	SPECIAL							4						20		24	\$3,199.92		
	9	Determine preliminary right of way requirements.	RRP	SPECIAL			2				4	16					16		38	\$4,649.92		
	10	Coordinate / conduct up to five (5) stakeholder workshops or MAPOs to obtain comment regarding project, location, and alignment.	RRP	SPECIAL					25										25	\$2,750.00		
	11	Develop a Public Involvement Plan.	RRP	SPECIAL					24										24	\$2,640.00		
	12	Incorporate and/or respond to comments from agencies (from item 5 above).	RRP	SPECIAL					32										32	\$3,520.00		
	13	Prepare/submit Preliminary/Final Scoping Report, along with Letters of Support (bi-national).	RRP	SPECIAL					2										2	\$220.00		
		<b>Sub Total (Early Coord / Consult and Preliminary Scoping Report)</b>					0	0	7	0	179	0	2	10	64	16	38	0	36	0	352	\$43,703.90
<b>B. Environmental Tasks</b>																						
	1	<b>Alternatives Analysis</b> – Identify a 3 alternatives from the Preliminary Scoping Report, and perform final alternatives analysis; develop conceptual schematics of the feasible alternatives; identify the preferred alternative for the bridge crossing, international border station, and connecting roadways.	RRP	SPECIAL			4	4	12				40	80			20	80	240	\$29,959.00		
	2	<b>Right-of-Entry</b> - Secure ROE to enter properties for surveying, environmental, engineering, or geotechnical activities. Coordinate ROE for up to 20 parcels.	RRP	SPECIAL					12							12			24	\$3,356.76		
	3	<b>Field Investigations</b> – Conduct field studies to complete the EA and technical reports. Additional field efforts are included with the preparation of individual technical reports such as threatened/endangered species, wetlands, etc.	RRP	SPECIAL					80								20		100	\$10,599.80		
	4	<b>Environmental Assessment and Technical Reports</b>																				
		<b>A. Need and Purpose (see also I.A.1)</b>	RRP	SPECIAL					4	12									16	\$2,060.00		
		<b>B. Project Introduction &amp; Planning Process</b>	RRP	SPECIAL					4	12									16	\$2,060.00		
		<b>C. Alternatives Analysis (environmental activities scoped in I.B.1)</b>	RRP	SPECIAL															0	\$0.00		

PROJECT: Flor de Mayo NEPA Process  
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10/25/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION Attachment B	from	FIRM	SERVICE	MAN-HOURS													ESTIMATED FEE	TOTALS						
						Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer in Training	Engineer (IV)	GIS Manager	GIS Technician	Senior CADD			Secretary	TOTAL HRS				
		<b>D. Existing Conditions, Affected Environment Investigations, and Assessment of Potential Impacts</b>																								
		1) Social and Economic Considerations		RRP	SPECIAL					60													100		\$13,389.20	
		2) Community Considerations		RRP	SPECIAL					60													80		\$9,994.60	
		3) Bicycle and Pedestrian Facilities		RRP	SPECIAL					2													2		\$220.00	
		4) Visual/Aesthetic Considerations		RRP	SPECIAL					2													2		\$220.00	
		5) Utilities and Relocation		RRP	SPECIAL					16													16		\$1,760.00	
		6) Land Use, Soils, Geology and Farmland Considerations		RRP	SPECIAL					40													60		\$7,794.60	
		7) Hazardous Materials Considerations		RRP	SPECIAL					48													78		\$10,371.90	
		8) Air Quality Considerations		RRP	SPECIAL					8													8		\$880.00	
		9) Traffic Noise Considerations		RRP	SPECIAL				4	90													138		\$17,013.52	
		10) Water Resource Considerations		RRP	SPECIAL																		0		\$0.00	
		10a) Surface Water		RRP	SPECIAL					6													6		\$660.00	
		10b) Floodplains		RRP	SPECIAL					18													30		\$4,016.76	
		10c) Groundwater		RRP	SPECIAL					18													18		\$1,980.00	
		10d) Waters of the US, including Wetlands		RRP	SPECIAL					40													48		\$5,757.84	
		11) Vegetation and Habitat Considerations		RRP	SPECIAL					40													70		\$9,491.90	
		12) Threatened/Endangered Species		RRP	SPECIAL					40													70		\$9,491.90	
		13) Cultural Resource Considerations and Coordination (Historical/Archeological) Sub Coordination		RRP	SPECIAL					24													24		\$2,640.00	
		13) Cultural Resource Considerations and Coordination (Historical/Archeological); Literature and Records Review and Scope of Work Preparation (fee included in 13a)		SWCA	SPECIAL																					
		13a) Archeological Background Study, Texas Antiquities Permit Application, Survey (the fee includes the items identified in 13), 13a and 13b)		SWCA	SPECIAL																					\$71,925.00
		13b) Historic Resources Project Coordination Request (fee included in 13)		SWCA	SPECIAL																					
		14) Section 4(f)/6(f) Considerations		RRP	SPECIAL					12													12		\$1,320.00	
		15) Construction Considerations		RRP	SPECIAL					36													36		\$3,960.00	
		16) Indirect and Cumulative Impacts		RRP	SPECIAL																		0		\$0.00	
		16a) Indirect Impacts Analysis		RRP	SPECIAL					20	80												100		\$12,500.00	
		16b) Cumulative Impacts Analysis		RRP	SPECIAL					20	80												100		\$12,500.00	
		16c) Other Impact Considerations (long-term impacts, short-term impacts, impacts without the proposed project, adverse environmental impacts which cannot be avoided, short-term uses, long-term productivity, and the irreversible and irretrievable commitment of resources)		RRP	SPECIAL					20	60												80		\$10,300.00	
		17) EA Compilation, Completion and Approval		RRP	SPECIAL																					
		Draft EA		RRP	SPECIAL					24	60												84		\$11,040.00	
		Final EA		RRP	SPECIAL					24	60												84		\$11,040.00	
		<b>E. Public Involvement Activities</b>																								
		1) Virtual Public Meeting with In-Person Public Meeting Option (1 meeting):		RRP	SPECIAL																					
		Prepare for Public Meeting (1)		RRP	SPECIAL					4	60												110		\$11,739.90	
		Set-up/Attend Public Meeting (1) + PMSR		RRP	SPECIAL					4	60												92		\$9,920.00	
		2) Public Hearing (1)		RRP	SPECIAL																					
		Prepare for Public Hearing (1)		RRP	SPECIAL					4	60												102		\$10,819.90	
		Set-up/Attend Public Hearing (1) + PHSR		RRP	SPECIAL					4	60												84		\$9,000.00	
		<b>Sub Total (Environmental Tasks)</b>								0	0	20	124	1,268	0	0	40	80	0	226	60	132	80	2,030		\$319,782.58
		<b>Engineering Activities</b>																								
		<b>Traffic</b>																								
		For Traffic scope see Exhibit B. - (SEE C&M COST PROPOSAL FOR BREAKDOWN)		C&M	SPECIAL																					\$196,509.58
		<b>US/Mexico Coordination</b>																								
		a. The Engineer shall initiate and conduct 4 domestic coordination meetings with US agencies and officials, develop agendas and rosters, hand-outs and exhibits, and document through final minutes.		RRP	SPECIAL					24													4	52		\$12,259.52
		b. The Engineer shall prepare a report summarizing domestic coordination meetings, identifying the steps taken or that will be taken to secure the approval of local, state, and federal officials; summarize correspondence, meetings, agreements, identify all permits or approvals from US agencies (federal, state and local) that will be required for the development of the facility; a list of what steps will or have been taken to secure approvals.		RRP	SPECIAL					2													4	6		\$810.00
		c. Bi-National Conference for Bridges & Border Crossings - For this phase, prepare 1 PowerPoint presentation of project development and status, including hand-outs and exhibits, as required.		RRP	SPECIAL					16													4	36		\$8,259.68
		d. US Stakeholder Coordination		ARES	SPECIAL																					\$108,000.00
		e. Mexico Stakeholder Coordination		CPI	SPECIAL																					\$54,000.00
		<b>Sub Total (Engineering Activities and Coordination)</b>								0	0	42	0	0	0	0	40	0	0	0	0	0	12	94		\$379,838.78

PROJECT: Flor de Mayo NEPA Process  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSI:  
 COUNTY: Cameron  
 RRP JOB NO.: U2716 WA34

10/25/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION Attachment B	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS
					Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer in Training	Engineer (IV)	GIS Manager	GIS Technician	Senior CADD	Secretary		
<b>PROJECT MANAGEMENT</b>																				
	1	Internal Coordination - The Engineer's Project Manager shall provide internal coordination for the development of Project progress reports and budget reports, responses to requests for information, and review/preparation of billing and invoicing, as well as coordination with all Project Team members in the development of the project, including quality control / quality assurance, internal project meetings and providing technical assistance.	RRP	BASIC			18	18									18	54	\$12,329.64	
	2	Progress Meetings - The Engineer shall formally meet with the Client every other month. The Engineer shall prepare minutes for each progress meeting, and provide a copy to the Client.	RRP	BASIC			9	9									9	27	\$6,164.82	
	4	Quality Control / Quality Assurance - In addition to peer review and Project Manager review, the Engineer shall perform quality control and assurance (QC/QA) on all deliverables with an independent engineer, within the Engineer's firm, who will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met at each milestone submittal.	RRP	BASIC			40	16	100								16	172	\$36,499.28	
		<b>Sub Total (- PROJECT MANAGEMENT)</b>				0	40	43	127	0	0	0	43	0	0	0	0	253		
		<b>LABOR TOTALS</b>				0	40	112	251	1,447	0	2	133	144	16	264	60	168	92	2,729
		Total Hours	MULTIPLIER			0	40	112	251	1,447	0	2	133	144	16	264	60	168	92	2,729
		CONTRACT RATES: (\$/MAN-HOUR)	3.7717			299.96	249.99	275.00	185.00	110.00	214.99	245.16	224.98	85.00	207.44	169.73	89.99	115.00	65.00	
		BASE RATES: (\$/MAN-HOUR)				79.53	66.28	72.91	49.05	29.17	57.00	65.00	59.65	22.54	55.00	45.00	23.86	30.49	17.23	
		<b>160 NON LABOR</b>																		
		FedEx Courier / Runner Service	RRP (nl)	SPECIAL																\$100.00
		Haz Mat Data Search	RRP (nl)	SPECIAL																\$1,000.00
		Court Reporter	RRP (nl)	SPECIAL																\$5,000.00
		Advertisements and Notices (Public Meeting/Hearing Notices, Community Engagement Notices, Correspondence, Mailouts, Notice of Availability, etc.) CCRMA to advertise.	RRP (nl)	SPECIAL																
		Noise Level Meters (one week rental for 3 meters)	RRP (nl)	SPECIAL																\$1,200.00
		Field Equipment	RRP (nl)	SPECIAL																\$1,500.00
		Subject Matter Expert (e.g., mussel survey)	RRP (nl)	SPECIAL																\$50,000.00
		Exhibits Prep	RRP (nl)	SPECIAL																\$4,000.00
		Outside reproduction (Reports, Scans, Copies, Binders, etc.)	RRP (nl)	SPECIAL																\$2,500.00
		<b>On-Site Visit / Field Reconnaissance</b>																		
		Travel to/from RRP-McAllen to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel to/from Jobsite to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel - Lodging	RRP (nl)	SPECIAL	Persons = 2	Nights = 10	Lodging w/ taxes = \$ 120.00													\$2,400.00
		Travel - Meals	RRP (nl)	SPECIAL	Persons = 2	Days = 20	Meals = \$ 75.00													\$3,000.00
		Travel - Airfare	RRP (nl)	SPECIAL	Persons = 0	Trips = 0	Airfare = \$ -													\$0.00
		Travel - Rental Vehicle	RRP (nl)	SPECIAL	Persons = 0	Days = 20	Rental/gas per day = \$ 90.00													\$1,800.00
		<b>Public Meeting</b>																		
		Travel to/from RRP-McAllen to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel to/from Jobsite to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel - Lodging	RRP (nl)	SPECIAL	Persons = 3	Nights = 2	Lodging w/ taxes = \$ 120.00													\$720.00
		Travel - Meals	RRP (nl)	SPECIAL	Persons = 3	Days = 2	Meals = \$ 75.00													\$450.00
		Travel - Airfare	RRP (nl)	SPECIAL	Persons = 0	Trips = 0	Airfare = \$ -													\$0.00
		Travel - Rental Vehicle	RRP (nl)	SPECIAL	Persons = 0	Days = 2	Rental/gas per day = \$ 90.00													\$180.00
		<b>Public Hearing</b>																		
		Travel to/from RRP-McAllen to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel to/from Jobsite to/from Cameron County - Mileage	RRP (nl)	SPECIAL	Mileage = 0	Trips = 0	Mileage Rate (\$/mi.)= \$ 0.540													\$0.00
		Travel - Lodging	RRP (nl)	SPECIAL	Persons = 6	Nights = 2	Lodging w/ taxes = \$ 120.00													\$1,440.00
		Travel - Meals	RRP (nl)	SPECIAL	Persons = 6	Days = 3	Meals = \$ 75.00													\$1,350.00
		Travel - Airfare	RRP (nl)	SPECIAL	Persons = 0	Trips = 0	Airfare = \$ -													\$0.00
		Travel - Rental Vehicle	RRP (nl)	SPECIAL	Persons = 0	Days = 4	Rental/gas per day = \$ 90.00													\$360.00

PROJECT: Flor de Mayo NEPA Process  
 CLIENT: CCRMA  
 CONTRACT: GEC Contract  
 CSI:  
 COUNTY: Cameron  
 RRP JOB NO.: U2716 WA34

10/25/23

EXHIBIT D -- FEE ESTIMATE

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION Attachment B	from	FIRM	SERVICE	MAN-HOURS														ESTIMATED FEE	TOTALS						
						Principal	Quality Manager	Project Manager	Env Manager	Env Scientist	RPLS	Engineer Structural	Engineer (V)	Engineer in Training	Engineer (IV)	GIS Manager	GIS Technician	Senior CADD	Secretary			TOTAL HRS					
		<b>Progress Meetings (2 meetings in Cameron County)</b>																									
		Travel to/frm RRP-McAllen to/frm Cameron County - Mileage		RRP (nl)	SPECIAL	Mileage = 0		Trips = 0		Mileage Rate (\$/mi.)= \$ 0.540															\$0.00		
		Travel to/frm Jobsite to/frm Cameron County - Mileage		RRP (nl)	SPECIAL	Mileage = 0		Trips = 0		Mileage Rate (\$/mi.)= \$ 0.540																\$0.00	
		Travel - Lodging		RRP (nl)	SPECIAL	Persons = 2		Nights = 2		Lodging w/ taxes = \$ 120.00																\$480.00	
		Travel - Meals		RRP (nl)	SPECIAL	Persons = 2		Days = 4		Meals = \$ 75.00																\$600.00	
		Travel - Airfare		RRP (nl)	SPECIAL	Persons = 0		Trips = 0		Airfare = \$ -																\$0.00	
		Travel - Rental Vehicle		RRP (nl)	SPECIAL			Days = 4		Rental/gas per day = \$ 90.00																\$360.00	
		<b>US Stakeholder Meetings Washington DC (1) Local (3)</b>																									
		Travel to/frm RRP-McAllen to Local Stake holder offices		RRP (nl)	SPECIAL	Mileage = 120		Trips = 3		Mileage Rate (\$/mi.)= \$ 0.540																\$194.40	
		Travel - Lodging		RRP (nl)	SPECIAL	Persons = 2		Nights = 2		Lodging w/ taxes = \$ 120.00																\$480.00	
		Travel - Meals		RRP (nl)	SPECIAL	Persons = 2		Days = 2		Meals = \$ 75.00																\$300.00	
		Travel - Airfare In-State		RRP (nl)	SPECIAL	Persons = 0		Trips = 3		Airfare = \$ 600.00																\$0.00	
		Travel - Airfare Out of State		RRP (nl)	SPECIAL	Persons = 2		Trips = 1		Airfare = \$ 800.00																\$1,600.00	
		Travel - Rental Vehicle		RRP (nl)	SPECIAL			Days = 2		Rental/gas per day = \$ 90.00																\$180.00	
		<b>Sub Total (FC 160)</b>																									
		<b>NON LABOR TOTAL</b>																								\$81,194.40	\$81,194.40
		<b>BASIC SERVICE TOTAL</b>																								\$ 54,993.74	
		<b>SPECIAL SERVICE TOTAL</b>																								\$ 824,519.66	
		<b>PROJECT TOTAL</b>																								\$879,513.40	\$879,513.40





**EXHIBIT D**  
**CONSULTANT'S COST PROPOSAL**

The maximum amount payable for the Scope of Services to be performed by the Consultant under this work authorization is as follows:

<b>Description</b>	<b>Unit Rate</b>	<b>Duration</b>	<b>Maximum Amount Payable (Lump Sum)</b>
Government Coordination	\$6,000/Mo	18 Months	\$108,000.00

**EXHIBIT D**  
**Cost Proposal**

Task Description		Quality Manager	Project Manager	Engineer IV	Engineer-in-Training	GIS Operator	Scheduler	Total	Budget by Task
<b>Traffic Studies for NEPA Process</b>									
1	Project Management/Mobilization	6	24	40	64		20	154	\$19,622.86
2	Traffic Feasibility Studies								
2.1	Existing Data Collection and Assembly	2	12	36	80	16		146	\$15,883.90
2.2	Field Data Collection	2	8	16	24	16		66	\$7,773.62
2.3	Limited Socioeconomic Data Review	2	8	16	24	24		74	\$8,397.30
2.4	Border Demand Forecast	2	16	44	64			126	\$15,395.14
2.5	Developing Binational Model	2	48	120	194	36		400	\$46,598.90
2.6	Traffic Projection	2	12	36	120			170	\$17,857.34
2.7	Level of Service Analysis	2	24	74	160	88		348	\$35,892.66
3	Documentation	2	16	36	48	40	40	182	\$19,637.86
<b>Total Hours</b>		<b>22</b>	<b>168</b>	<b>418</b>	<b>778</b>	<b>220</b>	<b>60</b>	<b>1,666</b>	
Hourly Loaded Rate		\$249.97	\$252.69	\$129.52	\$80.52	\$77.96	\$86.22		
<b>Sub-Total Labor</b>		<b>\$5,499.34</b>	<b>\$42,451.92</b>	<b>\$54,139.36</b>	<b>\$62,644.56</b>	<b>\$17,151.20</b>	<b>\$5,173.20</b>		<b>\$187,059.58</b>
<b>Direct Expenses*</b>									
Traffic Counts									\$9,000.00
Socioeconomic Data									\$450.00
<b>Sub-Total Direct Cost</b>									<b>\$9,450.00</b>
<b>Total Budget</b>									<b>\$196,509.58</b>



**EXHIBIT D  
Cost Proposal**

**FLOR DE MAYO INTERNATIONAL BRIDGE PROJECT  
WORK PROPOSAL**

**Cost Proposal**

Cruces y Puentes Internacionales, S.A. de C.V. fees are \$54,000.00 USD (Fifty Four Thousand dollars). The payments must be per month for the quantity of \$3,000.00 USD (Three Thousand dollars) for a period of 18 months.

Arturo de las Fuentes Hernández

**President of Cruces y Puentes Internacionales S.A. de C.V.**

September 22, 2023

**Cruces y Puentes Internacionales S.A. de C.V.**



ENVIRONMENTAL CONSULTANTS  
Sound Science. Creative Solutions.®

Austin Office  
4407 Monterey Oaks Blvd, Bldg 1, Suite 110  
Austin, Texas 78749  
Tel 512.476.0891 Fax 512.476.0893

September 13, 2023

## EXHIBIT D Cost Proposal

Joseph (JJ) Cortez,  
Environmental Scientist III  
RRP Consulting Engineers  
1400 Broadfield Boulevard, Suite 400  
Houston, TX 77084

Email: [Jcortez@rrpeng.com](mailto:Jcortez@rrpeng.com)

**Re: Cultural Resources Proposal – Flor de Mayo International Bridge and Port of Entry Facilities, Brownsville, Cameron County, Texas, SWCA Proposal Number P84342**

Dear Mr. Cortez:

It is SWCA Environmental Consultants (SWCA's) understanding that RRP Consulting Engineers (RRP) is currently requesting a cultural resources proposal for the Flor de Mayo International Bridge and Port of Entry Facilities, located in Brownsville, Cameron County, Texas.

### PROPOSED SCHEDULE AND BUDGET

Task	Name	Months	Hours	Expenses	Fees	Total
0	Project Management	5.5	13	\$0.0	\$1,750	\$1,750
1	Literature and Records Review and Antiquities Permit Application	0.5	27	\$0.0	\$3,425	\$3,425
	USACE and THC Review	0.5	0	\$0.0	\$0.0	\$0.0
2	Archaeological Survey	0.5	71	\$1,925	\$7,175	\$9,100
3	Mechanical Deep Testing*	0.5	113	\$20,250	\$11,250	\$31,500
4	Report Preparation	1.0	100	\$400	\$10,000	\$10,400
	USACE and THC Review	1.0	0	\$0.0	\$0.0	\$0.0
	Response to USACE and THC Review and Final Curation	0.5	10	\$0.00	\$1,900	\$1,900
5	PCR / Architectural History Survey / Reporting	1.0	96	\$1,400	\$12,450	\$13,850
	<b>Total</b>	<b>5.5</b>	<b>430</b>	<b>\$23,975</b>	<b>\$47,950</b>	<b>\$71,925</b>
	*Includes backhoe / operator rental for five (5) days					



November 21, 2023

**Pete Sepulveda, Executive Director**  
**Cameron County Regional Mobility Authority**

3461 Carmen Avenue  
Rancho Viejo, TX 78575

RE: WA No. 34 – Flor de Mayo International Bridge Preliminary Engineering and Environmental

Dear Mr. Sepulveda,

This letter is to notify you that we are using SWCA Environmental Consultants for the Archeological Background Study, Texas Antiquities Permit Application, and Historic Resources Project Coordination for the Flor de Mayo International Bridge Preliminary Engineering and Environmental project. Attached are the Biographies for David Najvar and his team for your reference.

Please contact us if you need any further information.

Sincerely,

**Phillip J. Pawelek, PE**  
Project Manager

Attachments: As stated.

**R.R.P. Consulting Engineers, L.L.C.**

5408 N. 10<sup>th</sup> Street, McAllen, TX 78504 • Tel: 956-926-5000 • [www.rrpeng.com](http://www.rrpeng.com)

# DAVID NAJVAR, B.S.,

## SENIOR TRANSPORTATION LEAD/ENVIRONMENTAL PROJECT MANAGER

Mr. Najvar joined SWCA in 2021 as Senior Transportation Lead with more than 15 years of professional experience performing environmental analyses, preparing technical documentation, and managing transportation projects across Texas. His experience includes complex consultation and coordination with federal and state regulatory agencies, field investigations, preparing NEPA documentation, USACE Section 404 permitting, and project management. Mr. Najvar has coordinated various types of projects for environmental compliance in accordance with Section 106 of the National Historic Preservation Act, the Endangered Species Act, and satisfying the environmental policies and requirements of TxDOT, the Federal Highway Administration, USACE, U.S. Fish and Wildlife Service, Texas

Historical Commission, and Texas Parks and Wildlife Department. With a focus on transportation initiatives, his clients have included federal and state agencies, municipalities, utility districts, and private developers.

### YEARS OF EXPERIENCE

15

### EXPERTISE

- Project Management
- Environmental Compliance/Permitting
- NEPA
- Transportation

### EDUCATION

B.S., Geography and Planning / Resource and Environmental Studies  
Texas State University  
San Marcos, Texas; 1999

### REGISTRATIONS / CERTIFICATIONS

TxDOT Pre-certifications:

- 2.4.1 Nationwide Permit
- 2.12.1 Socio-Economic and Environmental Justice Analyses
- 2.13.1 Hazardous Materials Initial Site Assessment
- 2.14.1 Environmental Document Preparation

### TRAINING

- TxDOT – ENV 121: Environmental Document Preparation (May 2008)
- TxDOT – ENV 119: Biological and Resources Management (October 2007)
- FHWA Indirect and Cumulative Impacts Analysis (September 2007)
- FHWA Endangered Species Act, Section 7 Interagency Cooperation (August 2007)

### SELECTED PROJECT EXPERIENCE

SH 30 from William D. Fitch Parkway to CR 175, Categorical Exclusion (TxDOT), Brazos and Grimes Counties, Texas. Project Manager for the preparation of a Categorical Exclusion for transportation improvements along SH 30, including the preparation and coordination of various technical reports to assess potential impacts to natural, social, and cultural resources. Project activities included widening approximately 2.7 miles of SH 30, including the replacement of three bridge structures, and required a Section 404 Individual Permit for potential impacts to jurisdictional wetlands.

Old Settlers Boulevard Extension from Red Bud Lane to CR 110, City of Round Rock, Williamson County, Texas. Project Manager responsible for managing the preparation of the environmental documentation for the extension of Old Settlers Boulevard, including the Aquatic Resources Delineation Report, T&E Species Assessment, Phase I Environmental Site Assessment, and cultural resources reporting. Project activities included the extension of Old Settlers Boulevard from its current terminus at Red Bud Lane approximately 1.1 miles on new location to CR 110.

Liberty Hill Bypass from RM 1869 to CR 279, City of Liberty Hill, Williamson County, Texas. Project Manager responsible for managing the preparation of the environmental documentation for the construction of the Liberty Hill Bypass, including the Aquatic Resources Delineation Report, T&E Species Assessment, Phase I Environmental Site Assessment, and cultural resources reporting. Project activities included the construction of Liberty Hill Bypass on new location from RM 1869 to CR 279, approximately 1.2 miles in length.

TxDOT Environmental Review and Project Management. Under contract with TxDOT-Austin District, performed in-house project management services for local government projects to satisfy environmental compliance with TxDOT rules and regulations, including identifying and coordinating environmental reporting requirements and agency coordination with local government staff, performing and coordinating routine reviews of environmental documentation, and coordinating subsequent project activities and environmental approvals with TxDOT environmental staff.

SH 21 from Navasota River to Madisonville, Environmental Assessment (TxDOT), Madison County, Texas. Project Manager for the preparation of an Environmental Assessment for transportation improvements along SH 21, including the preparation and coordination of various technical reports to assess potential impacts to natural, social,

and cultural resources, coordination of public involvement activities, and production of the final Environmental Assessment document. Project activities included widening SH 21 over a course of 18 miles, including construction of a relief route on new location around the community of North Zulch in Madison County.

Blanco Riverine Flood Mitigation Project, Environmental Assessment (HUD and TWDB), City of San Marcos, Hays County, Texas. Project Manager for the preparation of an Environmental Assessment and Environmental Information Document to satisfy environmental compliance requirements for U.S. Department of Housing and Urban Development (HUD) and Texas Water Development Board (TWDB) rules and regulations, including informal Section 7 consultation with U.S. Fish and Wildlife Service (USFWS), Section 404 permitting requirements with U.S. Army Corps of Engineers (USACE), Texas Parks and Wildlife Department (TPWD) coordination and permitting for potential impacts to aquatic resources, and associated public involvement activities. Project activities included construction of new flood control facilities between the Blanco and San Marcos Rivers to mitigate frequent flooding within the Blanco Gardens neighborhood.

IH 35 from Williams Drive to Lakeway Drive, Categorical Exclusion (TxDOT), City of Georgetown, Williamson County, Texas. Project Manager for the preparation of a Categorical Exclusion for transportation improvements along IH 35 and Williams Drive in Georgetown, Texas, including the preparation and coordination of various technical reports to assess potential impacts to natural, social, and cultural resources, and coordination of all public involvement activities. Project activities included the widening of IH 35 through Georgetown and construction of a diverging diamond intersection at Williams Drive and IH 35.

SH 68 from US 83 to US 281, Environmental Impact Statement (TxDOT), Hidalgo County, Texas. Deputy Project Manager primarily responsible for the management and preparation of technical documentation for an Environmental Impact Statement. Technical reports included Community Impacts Analysis, Hazardous Materials ISA, Air Quality, and Traffic Noise Analysis. The proposed project included the construction of a 22-mile-long new location highway facility in Hidalgo County. DEIS approved March 13, 2018.

Tres Palacios Creek Drainage Improvements Project, Environmental Assessment (FEMA), City of El Campo, Wharton County, Texas. Project Manager for the preparation of an Environmental Assessment to satisfy the environmental compliance requirements of the Federal Emergency Management Agency (FEMA), including coordination with the U.S. Army Corps of Engineers (USACE) for Section 404 permitting and compensatory mitigation requirements. Project activities included the construction of new flood control facilities along Tres Palacios Creek within the City of El Campo and Wharton County to mitigate frequent flooding.

IH 35 from FM 1103 to Guadalupe River, Categorical Exclusion (TxDOT), Comal County, Texas. Project Manager for the preparation of a Categorical Exclusion for transportation improvements along IH 35, including the preparation and coordination of various technical reports to assess potential impacts to natural, social, and cultural resources. Project activities included the widening of IH 35, ramp reconfigurations, and multiple intersection improvements along a course of 9 miles within the cities of Schertz and New Braunfels.

Upper Valley/Strahan Road Water Transmission Main, Environmental Assessment (USACE), City of El Paso, El Paso County, Texas. Project Manager for the preparation of an Environmental Assessment to satisfy U.S. Army Corps of Engineers protocol for environmental compliance, including coordination with the Texas Historical Commission under Section 106 of the National Historic Preservation Act for potential impacts to historic resources. Project activities included the installation of a new 3-mile-long water distribution main.

FM 121 from FM 3356 to Jim Jones Road, Categorical Exclusion (TxDOT), Grayson County, Texas. Project Manager for the preparation of a Categorical Exclusion for transportation improvements along FM 121, including the preparation and coordination of the various technical reports to assess potential impacts to natural, social, and cultural resources, and coordination of public involvement activities. Project activities included widening an 8-mile section of FM 121 in Grayson County.



# STEVEN W. CAROTHERS, PH.D., FOUNDER / PROJECT PRINCIPAL / SENIOR SCIENTIST

## YEARS OF EXPERIENCE

46

## EXPERTISE

Aquatic, riparian, and terrestrial ecology

Endangered Species Act compliance

Environmental planning and resource management

## EDUCATION

Ph.D., Zoology; University of Illinois, Urbana; 1974

M.S., Biology; Northern Arizona University, Flagstaff; 1969

B.S., Biology; Northern Arizona University, Flagstaff; 1966

## AWARDS/HONORS

Governor's Commission on Arizona Environment Award, 1984

H

## SELECTED PROJECT EXPERIENCE

Williamson County Regional Habitat Conservation Plan/Environmental Impact Statement; Williamson County, Texas; Williamson County Conservation Foundation. SWCA prepared a countywide RHCP and EIS in support of a Section 10(a)(1)(b) permit for incidental take of two endangered songbirds and two endangered karst invertebrates. *Role: Project Principal. Took the lead in developing alternatives and conservation strategies; handled all agency negotiations; reviewed all work products; and made final project decisions. Continues to advise Williamson County on implementation of the RHCP.*

Comal County Regional Habitat Conservation Plan/Environmental Impact Statement; Comal County, Texas. SWCA prepared a countywide RHCP and EIS in support of a Section 10(a)(1)(b) permit for incidental take of two endangered songbirds. *Role: Project Principal. Took the lead in developing alternatives and conservation strategies; handled all agency negotiations; reviewed all work products; and made final project decisions.*

Lower Colorado River Authority (LCRA) Competitive Renewable Energy Zone Section 10(a) Permitting/Environmental Assessment; Eleven Counties, Texas; Lower Colorado River Authority. SWCA prepared an HCP and EA in support of a Section 10(a)(1)(B) permit to authorize the incidental take of federally listed endangered species during the construction, operation, maintenance, and repair of four renewable energy 345-Kv transmission lines. *Role: Project Principal. Oversaw the development of both the HCP and EA; reviewed all work products; and made final project decisions.*

Washington County Regional Habitat Conservation Plan/Environmental Impact Statement; Utah; SWCA prepared a county-wide RHCP/EIS, including conducting field surveys for federally listed endangered species, holding public scoping meetings, preparing the EIS, and designing a preserve system for the Mohave desert tortoise. *Role: Principal Investigator. Client: Washington County, Utah.*

Endangered Species Scientific and Technical Support; Carbon County, Wyoming; Power Company of Wyoming. SWCA assisted the client with scientific, technical, and regulatory support regarding the construction of a 1,000-turbine wind farm, including issues related to listing of the greater sage grouse. Project involved preparation of a Candidate Conservation Agreement with Assurances (CCAA) and extensive coordination with Wyoming State officials and the USFWS. *Role: Senior Scientist. Took the lead in agency negotiations and directed preparation of the CCAA document.*

South Padre Island 2nd Access Project; Cameron County, Texas; HNTB Corporation. SWCA prepared a draft Biological Assessment (BA) for approximately 18 miles of new four-lane highway, including a 7.9-mile-long causeway over the Laguna Madre connecting the Texas mainland to South Padre Island. Project effects have been analyzed for 14 listed and proposed, terrestrial and marine species. Species addressed include the Texas hornshell, two plants, five sea turtles, three birds, and three mammals. Project is on hold pending funding. *Role: Project Principal. Handled interactions with the client, TxDOT, and federal agencies; led the client in identifying appropriate mitigation properties, and oversaw preparation of the BA.*

Red Horse Wind 2 Habitat Conservation Plan/Environmental Assessment; Cochise County, Arizona; Red Horse Wind 2, LLC. SWCA began preparation an HCP and EA in support of a Section 10(a)(1)(B) permit to authorize the incidental take of the lesser long-nosed bat for the first wind-energy facility in the species' range. Client suspended the effort when the species was delisted. *Role: Senior Scientist. As the principal ESA expert on the project, Dr. Carothers took the lead in developing the HCP and EA alternatives and the avoidance, minimization, and mitigation measures. He also led agency negotiations and reviewed all work products.*

Williamson County Salamander Listing Comments; Williamson County, Texas; Williamson County, Texas. SWCA prepared comments and collected supporting field data regarding the proposed listing of the Jollyville Plateau salamander, Georgetown salamander, and Salado salamander as endangered species. *Role: Senior Scientist. Oversaw extensive literature review, database review and analysis, and field monitoring and was the lead author of the comment document.*



## KEVIN MILLER, M.A., VICE PRESIDENT/CULTURAL RESOURCES LEAD

Mr. Miller is the Vice President for SWCA’s Central Texas/Oklahoma region that includes Austin, San Antonio, and Arlington offices. Mr. Miller manages a staff of over 100 environmental specialists and supervises financial, business development, and staff operations. Mr. Miller has over 30 years’ experience in environmental consulting with a focus on transportation projects and cultural resource compliance. His expertise includes management of on-call contracts and large capital infrastructure projects, including SWCA’s previous work on the South Padre Island Second Causeway Project. For that project, Mr. Miller served as Project Manager as well as cultural resources lead. He has extensive expertise in the cultural resource compliance process and has a deep familiarity with South Texas resources. Mr. Miller served as Principal Investigator on the SH 32 Roadway and Brownsville East Loop Projects, work at Palo Alto Battlefield along FM 511 in Brownsville, and several TxDOT South Texas Survey On-call contracts.

### YEARS OF EXPERIENCE

30

### EXPERTISE

- Cultural resources management
- NHPA Section 106 and Antiquities Code regulatory compliance
- Tribal consultation
- Infrastructure project management
- Operations strategy and teams
- Prehistoric technologies

### EDUCATION

- M.A., Anthropology; University of Texas at Austin; 1993
- B.A., Archaeology; University of Texas at Austin; 1989

### REGISTRATIONS / CERTIFICATIONS

- TxDOT Pre-certifications:
- 2.10.1. Archaeological Surveys; 2.11.1. Historical and Archival Research

### AWARDS / HONORS

Co-recipient of an Award of Merit from the Texas Historical Commission (THC) January 2007 as a co-author of the data recovery report for the McKinney Roughts Site in Central Texas.

### SELECTED PROJECT EXPERIENCE

SPI 2nd Causeway BA and Cultural Investigations; San Isabel, Cameron County, Texas. On behalf of Cameron County Regional Mobility Authority, SWCA worked with a large team for the NEPA and TxDOT compliance for the project, including the development of a Biological Assessment for the proposed bridge, intensive terrestrial and underwater archaeological investigations, threatened and endangered plant surveys, and extensive agency coordination. *Role: Project Manager and Principal Investigator.*

SH 32 Archaeological Studies; Brownsville, Cameron County, Texas. On behalf of Cameron County Regional Mobility Authority, SWCA conducted intensive archaeological surveys with shovel testing and backhoe trenching with supplemental mitigative work at a historic cemetery and historic plantation on the proposed 5.2-mile SH 32 Roadway, east of downtown City of Brownsville, Cameron County, Texas. *Role: Project Manager and Principal Investigator.*

SAWS Medina River Sewer Outfall Project, Bexar County, Texas; SAWS. On behalf of SAWS, SWCA conducted intensive cultural resource studies on the 31-mile Medina River Sewer Outfall (MRSO) Project in southern Bexar County, Texas. SWCA investigations included archival study of Spanish Colonial roads and military routes, historic map review, archaeological surveys and inventories, and historic site assessments. With over 40 sensitive resources identified along this project alignment, it is a testament to SWCA’s experience and client-focused approach that all sites were avoided, saving time and costs on any further work. *Role: Principal/Project Manager. Mr. Miller provided project management, agency and client coordination, coordinated overall logistics and organization, and managed reporting.*

FM 511 Survey, Texas Department of Transportation; Cameron County, Texas. Over 4 years, SWCA conducted archaeological surveys of the FM 511 corridor Cameron County, Texas, consisting of a new right-of-way from U.S. 77/83 to SH 48, totaling 10 miles. This work included intensive pedestrian surveys with shovel testing and backhoe trenches. The work also included two separate metal detecting mobilizations that covered more than 100 acres. The goal of this work was to explore for evidence of the nearby Palo Alto Battlefield National Historic Landmark within the proposed new roadway. Two isolated lead ingots were recovered southeast of the battlefield. Based on our research, the ingots likely mark the route that at least some members of the Mexican Army used to retreat to Resaca de las Palmas, the site of their next battle with United States forces. *Role: Principal Investigator.*

Plains and Eastern Clean Line Transmission Project, Oklahoma, Arkansas, Tennessee Texas; Clean Line Partners. Mr. Miller served as Project Manager for the 720-mile Plains & Eastern Clean Line transmission project spanning Oklahoma and Arkansas. Under Mr. Miller's direction, SWCA assisted Clean Line with NEPA regulatory requirements related to cultural resources, endangered species, and 404 permitting. This consultation involved regulatory guidance, technical report development feeding into the EIS, and agency/public outreach that transitioned into massive field resource surveys and permitting. Cultural resources services have included desktop studies; coordination with the DOE, SHPOs, and the NPS; Programmatic Agreement development; tribal coordination with meetings and field monitors; intensive field surveys and viewshed studies and public outreach. *Role: Mr. Miller managed project scopes/financials/team, agency coordination and interaction, PA and scope developments, NHPA consultations, large-scale field operations, and QA/QC.*

SAWS Gonzales County Carrizo Aquifer (GCCA) Project; Gonzales, Wilson, Bexar Counties Texas; SAWS. SWCA conducted archaeological pedestrian surveys, historic archival research, agency coordination, and report preparation for a large water well field and over 120 miles of water pipeline extending from Gonzales County to the City of San Antonio. The archaeological investigations for the project were extensive, designed to discover and evaluate any and all potentially significant cultural resources located within the three county project areas. *Role: Project Manager/Principal Investigator. Mr. Miller developed Antiquities permits, performed agency consultation, participated in archaeological and architectural fieldwork, coordinated overall logistics and organization, and managed reporting.*

International Boundary and Water Commission (IBWC) Falcon Dam Historic Investigations; MWH Americas, Inc.; Starr County, Texas. SWCA conducted an above ground historic resource survey for Falcon Dam and its associated facilities in South Texas. Work included archival research, photographic documentation, mapping, and NRHP eligibility analysis of the dam, associated infrastructure and housing. With experience gained in river-basin management and multi-purpose dam construction in the 1930s, the International Boundary and Water Commission (USIBWC) in 1954 finished Falcon Dam and Reservoir to achieve water conservation, flood control, hydroelectric power generation, irrigation, and recreation for large bordering regions in the U.S. and Mexico. *Role: Project Manager.*

Keystone XL Pipeline Project, Oklahoma and Texas; Transcanada. Over the course of 6 years, SWCA conducted comprehensive cultural resource investigations along the Oklahoma and Texas portions of the Gulf Coast Segment of the Keystone XL Pipeline Project from Cushing Oklahoma south to Nederland, Texas for a total of 483.81 miles. Mr. Miller was the Project Manager and Principal Investigator throughout, overseeing background literature reviews, historic archival research and maps analysis, tribal coordination, field surveys and inventories, site assessments, site significance testing, historic architectural assessments of buildings and structures, and management plan development for significant resources such as the Camino Real. *Role: Principal Investigator. Performed agency consultation, scope development, tribal consultation, quality control of field and office work, and coordinated overall logistics and organization.*

Cuatro Vientos TxDOT Testing Project; Texas Department of Transportation; Webb County, Texas. On behalf of TxDOT, SWCA conducted significance testing investigations on seven prehistoric sites located within the Cuatro Vientos roadway project right-of-way in southeastern Laredo, Webb County, Texas. *Role: Principal Investigator.*

Bexar County Flood Control Program Cultural Studies, Bexar County, Texas. Over the course of two years, SWCA provided cultural resource consulting services to Bexar County on numerous improvement projects throughout San Antonio. Services included background reviews, archaeological surveys, historic architectural studies, reporting, and mitigative actions in compliance with the NHPA and Antiquities Code of Texas. *Role: Principal/Project Manager. Mr. Miller provided project management, agency coordination, quality control functions, coordinated overall logistics, and managed staff.*

160-mile Big Hill to Kendall Transmission Line Cultural Survey; Multiple Counties in Texas; LCRA. SWCA conducted cultural resource investigations along 138.64-mile long transmission line that extends through portions of six west-central counties, Texas. Work on the project included archaeological surveys as well as an intensive viewshed study of roughly 700 above-ground historic resources in a 1-mile wide, 138-mile long area. *Role: Project Manager/Principal Investigator. Mr. Miller developed methodologies, participated in fieldwork, coordinated overall logistics and organization, and managed agency coordination.*



November 21, 2023

**Pete Sepulveda, Executive Director**  
**Cameron County Regional Mobility Authority**  
3461 Carmen Avenue  
Rancho Viejo, TX 78575

**RE: WA No. 34 – Flor de Mayo International Bridge Preliminary Engineering and Environmental**

Dear Mr. Sepulveda,

This letter is to notify you that we are using Rigo Villarreal with Ares Services Incorporated for the U.S. Stakeholder Coordination for the Flor de Mayo International Bridge Preliminary Engineering and Environmental project. Ares Services Inc. specialize in that type of service. Attached is Rigo Villarreal's Biography & Curriculum for your reference.

Please contact us if you need any further information.

Sincerely,

**Phillip J. Pawelek, PE**  
Project Manager

Attachments: As stated.

**R.R.P. Consulting Engineers, L.L.C.**

5408 N. 10<sup>th</sup> Street, McAllen, TX 78504 • Tel: 956-926-5000 • [www.rrpeng.com](http://www.rrpeng.com)

# RIGOBERTO VILLARREAL

## CONSULTANT



MISSION, TX 78572 TEL: 956.207.8699 RIGO@THEOLYMPUSGRP.COM

Senior-Level Executive with an extensive background in public administration, government liaison, community service, public relations, and management of government projects and services. An adept negotiator who consistently builds solid community, business, and government relationships. Strong financial planning and management expertise combined with successful strategizing and coordinating complex governmental project.

### Key Qualifications

PUBLIC ADMINISTRATION  
BUDGET & FINANCE MANAGEMENT  
GOVERNMENT RESOURCE COORDINATION

HUMAN RESOURCE MANAGEMENT  
COMMUNITY & PUBLIC RELATIONS  
PROCUREMENT & VENDOR MANAGEMENT

PROJECT MANAGEMENT  
STATE & FEDERAL GOVERNMENT LIAISON  
REGULATORY COMPLIANCE

### Career Highlights

#### **ARES SERVICES INCORPORATED, DBA THE OLYMPUS GROUP PRESIDENT / CONSULTANT / LOBBYIST RIO GRANDE VALLEY**

**FEB 2020 — PRESENT**

- Possess in-depth knowledge regarding governmental affairs and funding strategies.
- Offers advice and plan strategies to meet goals and objectives of organization.
- Organizes and schedules meetings.
- Represents the organization at any pertinent meetings.
- Establishes contacts with the right decision makers.
- Communicates with elected officials on both sides of the border regarding relevant issues.
- Extensive experience with Federal agency coordination in both U.S. and Mexico for the last 13½ years. Worked as Superintendent of Bridges for Anzalduas and McAllen-Hidalgo International Bridges and as consultant for other public and private entities for Federal coordination of bridge permitting. 2006-2021
- Submitted and received approval for the Anzalduas Land Port of Entry Project for Commercial Traffic through the Federal Donations Acceptance Program in the amount of \$53.5 million. 2019
- Assisted in securing over \$22 million of Rider 11 B, CBI and other TXDOT funding for Anzalduas International Bridge Commercial Expansion Project. 2020
- Consultant for the City of Mission was retained and successfully extend the Madero Bridge Presidential Permit in 2021. Thus, allowing the project to move forward with Environmental Assessments and other Federal Agency Permits. 2020

#### **SUPERINTENDENT OF BRIDGES CITY OF MCALLEN MCALLEN-HIDALGO INTERNATIONAL BRIDGE ANZALDUAS INTERNATIONAL BRIDGE**

**2010 — JAN 2020**

Appointed Superintendent of Bridges in 2010 by the McAllen-Hidalgo and Anzaldua's Bridge Board to represent two of the highest traveled bridges in the Rio Grande Valley.

Reports directly to the Bridge Board and serves as liaison between the City of McAllen, City of Hidalgo, and City of Mission with local, state, and federal elected officials and its stakeholders. Manages the administrative and operational staff for both international bridges.

#### **KEY HIGHLIGHTS**

- Major contributor and planner in the negotiations and details of \$7 million funding received from the Texas Transportation Commission through Senator Juan "Chuy" Hinojosa for southbound customs inspection facilities and northbound inspection booths at the Anzaldua's International Bridge.
- Contributed extensively on accomplishing the award of a \$1.2 million Economic Development Administration Grant, working closely with the U.S. Department of Commerce. Funding to be used for infrastructure improvements at the McAllen-Hidalgo International Bridge.
- Strives to provide a bridge system in scale and scope by developing relationships with local businesses, trade partners, local community, state, and federal elected officials as well as all stakeholders.
- Developing the standard of excellence in the International Toll Bridge industry by providing a safe and efficient bridge crossing in both the McAllen-Hidalgo and Anzaldua's International Bridges.

#### **CHIEF OF STAFF**

**2006 – 2010**

#### **HIDALGO COUNTY JUDGES OFFICE EDINBURG, TX**

A local government office involved in and providing numerous public services, including community assistance coordination, liquor licensing, fostering economic development, emergency services management, media and public awareness, and healthcare assistance for a population of more than 700,000 people.

Reported directly to the County Judge and served as liaison between the office and its departments as well as other elected officials. Managed office staff and represented the County Judge in various administrative, coordination, and event activities. Fulfilled the duties of the County Judge in his absence.

#### **KEY HIGHLIGHTS**

- Major contributor and planner in the negotiations and details of a \$40 million border wall and levee project that coordinated state, Federal, and local funds, and resources in both the repair of the water levee as well as the construction of the federally proposed and mandated secure-border fence project.
- Contributed extensively on county wide budget issues and provided input and recommendations for the county's multimillion dollar budget and budget surplus of \$27 million.
- Led initiatives that resulted in statewide recognition for hurricane preparedness.
- Instrumental in establishing seamless and transparent operational and public access for all aspects of the gubernatorial offices through the development and implementation of web based applications and initiatives.
- Nov 2020. Assisted in Securing funding for drainage improves for City of Weslaco through Texas Water Development Board.

#### **PUBLIC RELATIONS COORDINATOR**

**2004-2006**

#### **STATE HOUSE REPRESENTATIVE KINO FLORES (D) • MISSION, TX**

Elected to the House by voters in 1996 as Representative in the 75<sup>th</sup> Texas legislature for the 36<sup>th</sup> district, incorporating the cities of Hidalgo, Granjeno, McAllen, Mission, Palmview, Penitas, and Pharr.

Served in an advisory capacity, wrote speeches, and represented the office at public events when Representative Flores was unavailable. Provided input and researched house and senate bills affecting District 36.

#### **KEY HIGHLIGHTS**

- Assisted in writing speeches with topics covering fallen soldiers, recognition of schools and children, the World Birding Center, Veterans Cemetery, and numerous others.
- Advised Representative Flores on the area value of the World Birding Center and Veterans Cemetery.

**LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP • MISSION, TX**

A national legal firm and major player in public-sector collections, serving more than 1,900 clients through offices in Colorado, Delaware, Florida, Illinois, Maryland, Missouri, Nevada, Ohio, Pennsylvania, Tennessee, Texas, and Virginia.

Analyzed business operations including staffing, finance, and other administrative practices. Served as a consultant on personnel and budgetary matters.

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**Education • Professional Development • Affiliations**

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**Master of Public Administration—Thesis: Lawsuit Abuse in Hidalgo County - 1994**

UNIVERSITY OF TEXAS, PAN AMERICAN

**Bachelor of Social Work - 1989**

UNIVERSITY OF TEXAS, PAN AMERICAN

**Community and Professional**

- FORMER GOVERNOR APPOINTEE TO THE PRIVATE PRISON OVERSIGHT AUTHORITY FOR 3 YEARS
- FORMER HIDALGO COUNTY CIVIL SERVICE COMMISSIONER, MEMBER AND CHAIRPERSON

**Texas Governor Greg Abbott State Appointments**

- Texas Facilities Commission (TFC) 2018 — March 2020  
state commissioner the Texas Commissioner manages state government buildings and handles the sale of surplus property, including property donated to the state by federal programs.
- Texas Department of Information Resources (Dir) — 2016 (past member)  
board member the Texas Department of Information Resources (TDIR) is to provide technology leadership, solutions, and value to Texas state government, education, and local government entities to enable and facilitate the fulfillment of their core missions.

**Memberships**

- Border Trade Alliance / Mexico — 2014 (present)  
President  
The border trade alliance/Mexico is a broad based, grassroots organization comprised of businesses, private and public sector organizations, and individuals involved in American/Mexican trade, border crossing, transportation, and tourism.
- McAllen Chamber of Commerce —2013 (past member)  
Board Member  
The McAllen chamber of commerce serves its members, community, and visitors by enhancing economic growth and quality of life through leadership, marketing, and collaborative partnerships.
- Rio Grande Valley Partnership - 2012 —2016 (past member)  
Board member the Rio Grande Valley Partnership, with its prestigious, sixty-eight-year legacy of building businesses in South Texas, exists to cultivate opportunities created in 1944, it unites a diverse and distinguished roster of leadership from across four counties, a chamber of commerce for the whole valley, the partnership fosters the relationships and coordinates the programs that advance regional economic development.

- Border Trade Alliance —2010-2019 (Past)

Executive Board Member

Founded in 1986, the Border Trade Alliance (BTA) is grassroots, non-profit organization that serves as a forum for participants to address key issues affecting trade, travel, and security in north America. working with entities in Canada and the United States, the BTA advocates on behalf of policies and initiatives designed to improve border affairs and trade relations among the three nations.

- Texas Transportation Commission— 2011 - 2020 (past member)

Border Trade Advisory Committee — Member

This committee provides a forum of exchange of communications between the Texas Transportation Commission, TxDot, the Governor and Committee Members representing border trade interests. the committee's advice and recommendations provide them with a broad prospective regarding the effect of transportation choices on border trade general and on communities. as a member of this committee, Mr. Villarreal also provides an avenue of interested parties to express opinions about border trade issues.

- Texas Department of Transportation—2013 to 2014.

Freight Advisory Committee

The Freight Advisory Committee serves as a forum for agency transportation decisions affecting Texas Freight Mobility it ensures the participation of private sector freight stakeholders in TxDots transportation planning process. also, that freight transportation needs are addressed in TxDots transportation planning, programming, investments, and implementation processes.

- Lower Rio Grande Valley —Tamaulipas Border Master Plan —2011 to 2014.

Member Border Master as defined and supported by the U.S/MEXICO joint working committee on transportation planning, the Federal Highway Administration, and the U.S. Department of State are comprehensive long-range plans to inventory transportation and port-of-entry (POE) infrastructure that facilitate trade and prioritize transportation and POE projects within a defined study area. the plans represent binational stakeholder efforts to prioritize and promote POE and related transportation projects, inform decision-making, allocate limited funding sources, and ensure continued dialogue and coordination on current and future POE and supporting transportation infrastructure needs and projects.

- Panama Canal Stakeholder Working Group (PCSWG) —2011 to 2012.

Member

The 2014 expansion of the Panama Canal will double its capacity by allowing more and larger ships to move through the canal. Texas intends to ensure that it is well positioned to maximize this economic opportunity. TXDOT has convened the Panama Canal Stakeholder Working Group (PCSWG) to address this issue. the charge is to recommend short, mid, and long term TXDOT transportation improvements that will better position the state to take advantage of the expansion and enhance Texas' role in global trade.

**2-L CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 6  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND GDJ ENGINEERING FOR MPO ASSISTANCE AND PLANNING  
PURPOSES.**



## **WORK AUTHORIZATION**

### **WORK AUTHORIZATION NO. 6**

This Work Authorization is made as of this 27<sup>th</sup> day of November, 2023, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of March 17, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Project Coordination and Planning Support with the RGVMPO.*

#### **Section A. - Scope of Services**

A.1. GEC shall perform the following Services:

*See Exhibit 1 – Scope of Services to be Provided by the Engineer 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: 12-month support service.

*See Exhibit 2 – Project Schedule as requested by the Authority.*

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$108,115.44, based on the attached fee estimate as shown in **Exhibit 1**. Compensation shall be in 12 equal monthly installments of \$9,009.62 and in accordance with the Agreement.

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

#### **Section D. – Authority’s Responsibilities**

D.1. Provide GEC with a Notice to Proceed

D.2. Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.

D.3. 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

D.4. 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 referred to in Exhibit 2.

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Work Authorization: NONE


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


Authority: Cameron County Regional  
Mobility Authority

GEC: GDJ Engineering, LLC

By: Frank Parker, Jr.

By: Robert Macheska

Signature:   
Title: Chairman  
Date: November 27, 2023

Signature:   
Title: Exec. VP/COO  
Date: November 16, 2023

**EXHIBIT "1"**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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**PROJECT DESCRIPTION**

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: CCRMA

CONTROL: \_\_\_\_\_

PROJECT/DESCRIPTION: CCRMA RGVMPO Project Coordination and Planning Support

LENGTH: N/A.

HIGHWAY: CCRMA Systemwide

LIMITS: \_\_\_\_\_

**PROJECT CLASSIFICATION**

(Place an "X" in only one Project Classification)

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Sidewalk Project
- Additional Services

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

EXHIBIT “1”  
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**PROJECT MANAGEMENT**  
(Function Code 164)

**MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:**

The ENGINEER shall assist and coordinate with CCRMA staff for meetings and coordination efforts with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and other affected parties. The Engineer shall coordinate with the Owner’s staff on all Project related items.

**ADVANCED PLANNING MPO COORDINATION:**

The ENGINEER will perform any needed preliminary/ongoing project planning which will include:

1. Meetings, Coordination & Support for Project Development
  - a. The Engineer will coordinate with the Owners representatives at the MPO Technical Advisory Committee (TAC) and Policy Committee and serve in an advisory position to assist the Owner in obtaining funding for projects. The Engineer shall coordinate with the Owner’s staff on all Project related items.
  - b. The Engineer shall provide a technical support memorandum monthly prior to TAC and Policy and attend the TAC and Policy Meetings and be available to monitor and provide real time technical support on an as needed basis.
  
2. Evaluate the Owners Projects on Regional Planning Documents.
  - a. The Engineer will work with the Owner, TxDOT, and the MPO to evaluate the status of the Owners projects in the regional planning documents on a quarterly basis as part of the TIP/MTP quarterly updates to update estimates and funding as needed.
  - b. The Engineer will review the local Transportation Improvement Program (TIP) to ensure there are no delays to the letting of projects in an advanced state of project development. This includes coordination with project engineers to ensure estimates and schedules are accurate and the identification of potential funding and acceleration opportunities.
  - c. The Engineer will review the Unified Transportation Program (UTP) to ensure the Owners Projects are properly listed on the TxDOT UTP to ensure there are no delays to project development. This includes quarterly coordination with project engineers to ensure estimates and schedules are accurate and the identification of potential funding and acceleration opportunities.
  - d. The Engineer will review the Metropolitan Transportation Plan (MTP) to ensure the owners long range goals are properly listed on the MTP to advance opportunities for additional funding. This includes quarterly coordination with project engineers to ensure estimates and schedules are accurate and the identification of potential funding and acceleration opportunities.
  - e. The Engineer will review and assess potential opportunities to advance the construction of the Owners projects as an ongoing task, including but not limited too partnerships and interlocal agreements.
  - f. The Engineer will coordinate with the Owner to develop project mitigation plans in the event that there is a decrease in available funding for projects.

**EXHIBIT “1”**  
**SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

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3. Capital Improvements Program (CIP) Development
  - a. The Engineer will assist the Owner with the Development of the CIP as it relates to available opportunities to leverage funding from the MPO.
  
4. Prepare Exhibits / Preliminary Estimates
  - a. The Engineer will assist the Owner with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes. This is primarily completed to satisfy MPO project development needs such as legislative requests and/or project acceleration strategies at the RGVMPPO.
  
5. Draft Correspondence
  - a. The Engineer will assist the Owner with the preparation of draft correspondence on an as needed basis to be used to advance the development of the Owners priority projects.
  
6. Develop Project Agreements
  - a. The Engineer will assist the Owner with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the Owners projects can be reviewed by TxDOT.
    - i. Establish Preliminary Design Values
    - ii. Uncontrolled Mapping (w/Contours & GIS Data)
    - iii. Prepare Preliminary Cost Estimates
    - iv. Preliminary Environmental Analysis (for Fatal Flaws)
    - v. Prepare a Project Fact Sheet for All Anticipated Project Costs
  
7. State and Federal Grant Opportunities
  - a. The Engineer will monitor opportunities for additional funding pursuits that can support the Owner’s strategic priorities including non-conventional State and Federal funding that may become available such as TxDOT EDC Rates, MEGA/INFRA Grants, and other sources such as GLO, TPWD/USFWS funding, or other DOT funding opportunities.

**DOCUMENT AND INFORMATION EXCHANGE:**

Documentation shall be provided to the LPA shall be furnished on Dropbox link. Each link shall have a file structure that indicates the locations of files within the directory structure of the documentation.

**PROPOSAL TIME:**

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

**OFFICE LOCATION:**

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite A, Edinburg, Texas 78539.



**"Exhibit 1"  
Fee Estimate**

**CCRMA RGVMPPO Project Coordination and Planning Support - Monthly**

CCRMA RGVMPPO Project Coordination and Planning Support		MANHOURS										Total Line Item Cost	
		Senior Project Manager/ Principal	Project Manager	Sr. Planner / Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical		Total Hours
TASK													
1	Project Development Support			8					4		4	16	\$ 1,659.68
2	Ongoing Evaluation of Projects in Planning Documents (TIP/STIP/MTP/UTP)			8							2	10	\$ 1,221.44
3	CIP Project Development Support / Exhibits and Estimates			7	9				4	2	3	25	\$ 2,799.70
4	Report Preparation for RGVMPPO TAC and Policy Meetings			4							4	8	\$ 775.84
5	Correspondence and Project Agreement Development and Review			8							4	12	\$ 1,331.52
6	Meetings/Coordination/Management Oversight			8							2	10	\$ 1,221.44
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>43</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>19</b>	<b>81</b>	
<b>Labor Hours</b>		<b>0</b>	<b>0</b>	<b>43</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>19</b>	<b>81</b>	
Contract Rate		\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 99.24	\$ 72.76	\$ 96.32	\$ 82.04	\$ 71.55	\$ 55.04		
<b>Total Labor Costs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,973.56</b>	<b>\$ 1,190.88</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 656.32</b>	<b>\$ 143.10</b>	<b>\$ 1,045.76</b>	<b>\$ 9,009.62</b>	<b>\$ 9,009.62</b>

LINE ITEM EXPENSES

N/A

\$ -

**Total Expenses**

\$ -



**GDJ Engineering Total Cost**

**\$ 9,009.62**

**EXHIBIT "2"  
PROJECT SCHEDULE**

**CCRMA RGVMPPO Project Coordination and Planning Support - Monthly**

TASK AND DESCRIPTION	2023		2024												
	NOV	DEC	JAN	FEB	MAR	APR	MAY	JAN	JUNE	JUL	AUG	SEP	OCT	OCT	
<b>Project Planning &amp; Coordination Support</b>															
Project Development Support															
Ongoing Evaluation of Projects in Planning Documents (TIP/STIP/MTP/UTP)															
CIP Project Development Support / Exhibits and Estimates															
Report Preparation for RGVMPPO TAC and Policy Meetings															
Correspondence and Project Agreement Development and Review															
Meetings/Coordination/Management Oversight															

 GDJ Engineering Work  
 CCRMA

**2-M CONSIDERATION AND DISCUSSION REGARDING THE FM 509 PROJECT  
FROM FM 508 TO FM 1599.**





600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

November 13, 2023

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

**RE: Funding Transfer Request**  
**FM 509 Extension**  
**Limits: From FM 508 to FM 1599**  
**CSJ: 0921-06-254**


**FM 1846**  
**From: Bus 77 to San Jose Ranch Road**  
**CSJ: 1065-02-042**

Dear Mr. Parker:

We are in receipt of your letter dated October 26, 2023, in which you have requested that the entire amount of Category 2 funding currently programmed on the FM 509 project be transferred to the FM 1846 project because of the Functional Classification denial of FM 509. As mentioned in your letter, the lack of functional classification does preclude the project from receiving Federal funds, but it is eligible to receive State funds. It is our intent to request the Category 2 funds for construction on FM 509 to be 100% State Funds. It is also our understanding that the CCRMA intends to continue the development of the FM 509 project. We encourage that FM 509 project remain on track to let in fiscal year 2026 or sooner. Therefore, we will not be transferring the Category 2 funds from FM 509 to FM 1846.

Please know that TxDOT strives to work with all local entities to accomplish efficient project delivery and to follow all State and Federal requirements. If you have any questions or concerns, please don't hesitate to contact me at 956-702-6100.

Sincerely,

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

cc: Pete Sepulveda, Cameron County Administrator  
Luis Diaz, RGVMPPO Interim Executive Director  
Rex A. Costley, P.E., Deputy District Engineer  
Norma Y. Garza, P.E., Director of Transportation Planning and Development

**2-N      CONSIDERATION AND APPROVAL OF A RESOLUTION AND AN ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE STENGER CONCRETE PATH PROJECT AND AUTHORIZING CHAIRMAN FRANK PARKER, JR. TO SIGN ANY NECESSARY DOCUMENTS AS MAY BE NEEDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND APPROVING A CLAIM IN THE AMOUNT OF \$68,435.00 AS CONTAINED IN THE ADVANCED FUNDING AGREEMENT AND AUTHORIZING RELEASE OF THE CHECK.**

**THE STATE OF TEXAS****COUNTY OF CAMERON****RESOLUTION**

BE IT RESOLVED THAT ON THE 27th DAY OF NOVEMBER, 2023, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS CONVENED IN SPECIAL SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

**“Consideration and Approval of a Resolution and an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the Stenger Concrete Path Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving a Claim in the Amount of \$68,435.00 as Contained in the Advance Funding Agreement and Authorizing the Release of the Check.”**

**WHEREAS:** the Cameron County Regional Mobility Authority is in the process of entering into an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for Construction for the Stenger Concrete Path Project; and

**WHEREAS:** Cameron County Regional Mobility Authority by this Resolution authorizes the Chairman to execute an Advance Funding Agreement for Construction for the construction of the Stenger Concrete Path Project; and

**WHEREAS:** this Advance Funding Agreement will authorize the use of Supplemental Transportation (Category 10) funds for the above mentioned tasks for the Stenger Concrete Path Project; and

**WHEREAS:** the Supplemental Transportation (Category 10) funds require a local match, the Cameron County Regional Mobility Authority commits to provide this match. The Cameron County Regional Mobility Authority is responsible for all non-reimbursable costs and 100% of overruns, if any.


**NOW THEREFORE BE IT FURTHER PROCLAIMED,** that the Cameron County Regional Mobility Authority Board of Directors approves the Advance Funding Agreement and authorizes the Chairman to execute said Advance Funding Agreement and any other documents required by TxDOT.

Passed, Approved and Adopted on this 27th day of November, 2023.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

  
FRANK PARKER, JR.  
CHAIRMAN

(Absent)  
\_\_\_\_\_  
MICHAEL F. SCAIEF  
VICE CHAIRMAN

  
\_\_\_\_\_  
ARTURO A. NELSON  
SECRETARY

  
\_\_\_\_\_  
AL VILLARREAL  
TREASURER

  
\_\_\_\_\_  
MARK ESPARZA  
DIRECTOR

  
\_\_\_\_\_  
LEO GARZA  
DIRECTOR

  
\_\_\_\_\_  
JULIE GUERRA-RAMIREZ  
DIRECTOR

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-06-370	AFA ID	Z00008613	CFDA No.	20.205
AFA CSJs					
District #	Pharr-21	Code Chart 64#	60338	CFDA Title	Highway Planning and Construction
Project Name	Stenger Concrete Path			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For  
Surface Transportation Program  
Off-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and **Cameron County Regional Mobility Authority**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Stenger Concrete Path**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0921-06-370</b>	<b>AFA ID</b>	<b>Z00008613</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>				<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>Pharr-21</b>	<b>Code Chart 64#</b>	<b>60338</b>		
<b>Project Name</b>		<b>Stenger Concrete Path</b>		<b>AFA Not Used For Research &amp; Development</b>	

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

### AGREEMENT

**1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	<b>N/A</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>Local Government</b>	Construction Responsibilities	Article 12
5.	<b>N/A</b>	Right of Way and Real Property	Article 14

**2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

**3. Scope of Work**

The scope of work for the Project consists of the construct of a 10' Concrete shared used path

**4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the

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<b>District #</b>	<b>Pharr-21</b>	<b>Code Chart 64#</b>	<b>60338</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
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estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.



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**5. Termination of This Agreement**

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

**6. Amendments**

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

**7. Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

**8. Utilities**

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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**9. Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

**10. Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

**11. Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

**12. Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

**13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

**14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be

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shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

**15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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<b>Local Government:</b>	<b>State:</b>
Cameron County Regional Mobility Authority ATTN: CCRMA Chairman 3461 Carmen Avenue Rancho Viejo, Texas 78575	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s

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obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

**26. Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).



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- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or

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services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

**28. Debarment Certifications**

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under

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this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

**29. Lobbying Certification**

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

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provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
  - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. **Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Frank Parker, Jr.  
\_\_\_\_\_  
Typed or Printed Name

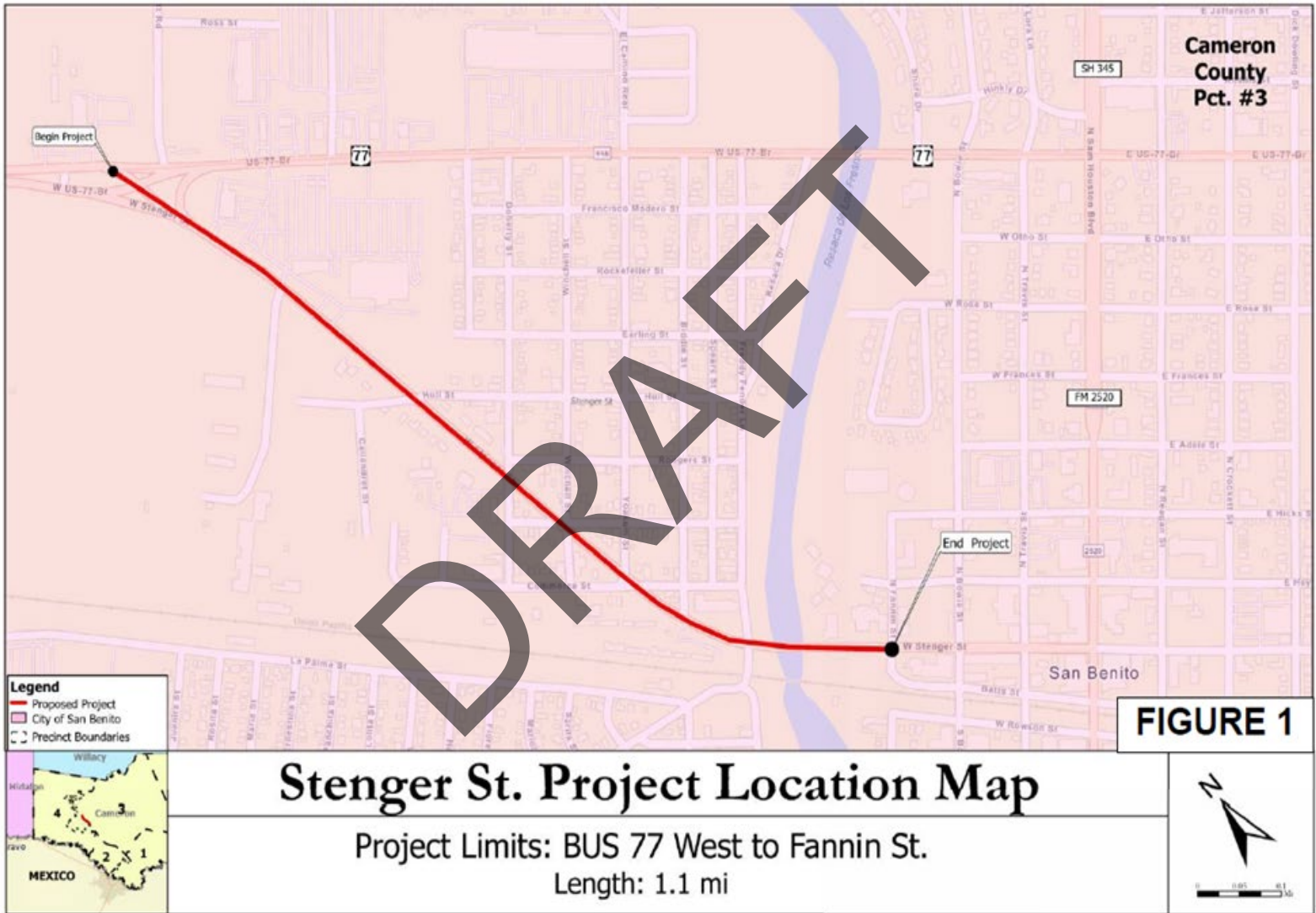
CCRMA Chairman  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

DRAFT

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**ATTACHMENT A  
LOCATION MAP SHOWING PROJECT**



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## ATTACHMENT B PROJECT BUDGET

Construction is allocated based on 80% Federal funding and 20% Local funding. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of Preliminary Engineering, Environmental, Construction Engineering and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		0%	\$0	0%	\$0	100%	\$69,971
Preliminary Engineering (by Local Government)	\$69,971	0%	\$0	0%	\$0	100%	\$69,971
Environmental (by Local Government)	\$17,493	0%	\$0	0%	\$0	100%	\$17,493
Construction (by Local Government)	\$1,750,156	80%	\$1,400,125	0%	\$0	20%	\$350,031
Construction Engineering (by Local Government)	\$157,257	0%	\$0	0%	\$0	100%	\$157,257
<b>Subtotal</b>	<b>\$1,994,877</b>		<b>\$1,400,125</b>		<b>\$0</b>		<b>\$594,752</b>
Environmental Direct State Costs	\$1,312	0%	\$0	0%	\$0	100%	\$1,312
Right Of Way Direct State Costs	\$656	0%	\$0	0%	\$0	100%	\$656
Engineer Direct State Costs	\$10,496	0%	\$0	0%	\$0	100%	\$10,496
Utility Direct State Costs	\$656	0%	\$0	0%	\$0	100%	\$656
Construction Direct State Cost (State review and oversight of Construction Engineering)	\$55,315	0%	\$0	0%	\$0	100%	\$55,315
Indirect State Cost (4.6%)	\$91,764	0%	\$0	100%	\$91,764	0%	\$0
<b>Subtotal</b>	<b>\$160,199</b>		<b>\$0</b>		<b>\$91,764</b>		<b>\$68,435</b>
<b>TOTAL</b>	<b>\$2,155,076</b>		<b>\$1,400,125</b>		<b>\$91,764</b>		<b>\$663,187</b>

Initial payment by the Local Government to the State:	\$13,120
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids:	\$55,315
Estimated total payment by the Local Government to the State:	\$68,435

This is an estimate. The final amount of Local Government participation will be based on actual costs.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	0921-06-370	<b>AFA ID</b>	Z00008613	<b>CFDA No.</b>	20.205
<b>AFA CSJs</b>				<b>CFDA Title</b>	Highway Planning and Construction
<b>District #</b>	Pharr-21	<b>Code Chart 64#</b>	60338		
<b>Project Name</b>	Stenger Concrete Path			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT C  
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

**DRAFT**



**2-0 CONSIDERATION AND APPROVAL TO TERMINATE THE AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AND VIAPLUS AND PROVIDE FOR A TRANSITION PERIOD THROUGH APRIL 30, 2024.**

**2-P      CONSIDERATION AND APPROVAL TO TERMINATE THE AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND INFOSEND AND PROVIDE OR A TRANSITION PERIOD THROUGH  
APRIL 30, 2024.**

**2-Q CONSIDERATION AND APPROVAL OF AN AMENDMENT TO THE MASTER SERVICE AGREEMENT FOR TOLL SYSTEM MAINTENANCE BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND KAPSCH.**

**AMENDMENT NUMBER NINE TO  
MASTER SERVICES AGREEMENT FOR TOLL SYSTEM MAINTENANCE**

This Amendment Number Nine (the "Amendment") to the Master Services Agreement for Toll System Maintenance Services ("Agreement") entered by and between Kapsch TrafficCom USA, Inc., a Delaware corporation doing business at 2855 Premiere Parkway, Suite F, Duluth, GA 30097 ("Company") and Cameron County Regional Mobility Authority ("CCRMA") dated November 12, 2015, is hereby amended by mutual agreement of the parties as of November 29, 2023 ("Effective Date"). Company and CCRMA are referred herein collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement on November 12, 2015, for Company to furnish and provide to CCRMA toll system maintenance services;

**WHEREAS**, the Parties entered into Work Authorization No. 2 for Company to provide Software and System Maintenance Services;

**WHEREAS**, the Parties entered into Amendment Number Eight effective as of January 1, 2023 and the term expires on December 31, 2025;

**WHEREAS**, the Parties now wish to amend the scope of the Software and System Maintenance Services provided by Kapsch under the Agreement, as set forth below, to amend the fee schedule accordingly, to amend Work Authorization No. 5 to terminate the work identified within Work Authorization No. 5 to the extent Work Authorization No. 5 includes image review, and to terminate Work Authorization No. 7 while leaving the remainder of the Agreement in full force and effect as unchanged and unamended.

**NOW, THEREFORE**, the Parties hereby agree to amend the Agreement in accordance with its terms as follows:

1. The scope of the Software and System Maintenance Services provided by Kapsch under the Agreement shall, as of the Effective Date, expressly exclude any services for image review.
2. Amend Work Authorization No. 5 to terminate the work identified therein for image review.
3. Terminate Work Authorization No. 7.
4. This Agreement may be extended upon mutual agreement of the parties for one additional two (2) year term.
5. Including the above modifications, the Parties hereby acknowledge that the Agreement otherwise remains in full force and effect.
6. All capitalized terms herein shall have the same meaning assigned by the Agreement unless stated otherwise.

**(Signature Page to Follow)**

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above.

KAPSCH TRAFFICOM USA, INC.

Sign: Mannapra Ramakrishnan  
Ramdas  Digitally signed by Mannapra Ramakrishnan  
Ramdas  
Date: 2024.02.05 09:51:54 -06'00'

Name: Ramdas M Ramakrishnan

Title: VP - Service Delivery

Date: February 5, 2024

CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY

Sign:  \_\_\_\_\_

Name: Frank Parker, Jr.

Title: Chairman

Date: November 27, 2023

3 Year Term (January 1, 2023 through December 31, 2025)

Work Authorization No. 6	CCRMA System Maintenance Support - Service Fee Schedule				
	Service Option 2	January 1, 2023	October 1, 2023	October 1, 2024	October 1, 2025
	RSM + 24/7 System Monitoring (SM)	\$ 19,500.00	\$ 20,085.00	\$ 20,687.55	\$ 21,308.18
	CCRMA System Maintenance Support - Preventive Maintenance Fee Schedule				
	Preventive Maintenance Option 2	January 1, 2023	October 1, 2023	October 1, 2024	October 1, 2025
	Annual + Performance Audit/Tuning	\$ 10,500.00	\$ 10,815.00	\$ 11,139.45	\$ 11,473.63
	CCRMA System Maintenance Support - Rate Schedule				
	Item Description / Position Title	January 1, 2023	October 1, 2023	October 1, 2024	October 1, 2025
	PM/Asst PM	\$ 280.57	\$ 288.99	\$ 297.66	\$ 306.59
	Sys/Network Engineer /Sys Admin	\$ 234.32	\$ 241.35	\$ 248.59	\$ 256.04
	Lane SW/HW Engineer	\$ 191.29	\$ 197.03	\$ 202.94	\$ 209.03
	Host/DB SW/HW Engineer	\$ 191.29	\$ 197.03	\$ 202.94	\$ 209.03
	CSC SW/HW Engineer	\$ 233.81	\$ 240.83	\$ 248.05	\$ 255.49
	Testing Support	\$ 191.29	\$ 197.03	\$ 202.94	\$ 209.03
	Gen Support (Admin, Purchasing)	\$ 138.16	\$ 142.31	\$ 146.58	\$ 150.98
	Drafter/CAD-Operator/Tech Writer	\$ 138.16	\$ 142.31	\$ 146.58	\$ 150.98
	Install/Maint – Manager	\$ 223.19	\$ 229.88	\$ 236.78	\$ 243.88
	Install/Maint – Supervisor	\$ 154.74	\$ 159.39	\$ 164.17	\$ 169.09
Install/Maint - Lead tech	\$ 123.79	\$ 127.50	\$ 131.33	\$ 135.27	
Install/Maint - Field tech	\$ 99.47	\$ 102.46	\$ 105.53	\$ 108.70	
Maint SW/DB/Admin Support	\$ 207.25	\$ 213.46	\$ 219.87	\$ 226.46	
<b>** All pricing to be adjusted on every first of October by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area. Successive years displayed above are using a projected 3% yearly increase and are for reference only.</b>					

Work Authorization No. 7	CCRMA Image Review Services - Fees			
	Item Description / Option	Term	Unit (Billed Monthly)	Unit Price
	Optical Character Recognition (OCR) Review	36 Months	Per Transaction	\$ 0.0259
	Assumptions: - The OCR charging method is based on a review process that includes successfully matched images through OCR, only. - OCR confidence threshold to be set in coordination with Kapsch and the Authority.			
	Item Description / Option	Term	Unit (Billed Monthly)	Unit Price
	Vehicle Image Processing (VIP) Manual Review	36 months	Per Transaction	\$ 0.0459
	Assumptions: - The Manual Review charging method includes successfully matched images through one of the following methods: - OCR and Manual Review match - 2 successful Manual Review matches			
	<b>Pricing to be adjusted on every first of October by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area</b>			

Work Authorization No. 7	Image Review Fee Calculator	
	Number of Image Review Transactions	500,000
	Projected Automation Rate	80%
	OCR Rate per Review	\$ 0.0259
	Manual Review Rate per Review	\$ 0.0459
	Number of OCR Reviews	240,000
	OCR Fee	\$ 6,216.00
	Number of Manual Image Reviews	60,000
Manual Review Fee	\$ 2,754.00	
Monthly Image Review Fee	\$ 8,970.00	

**CCRMA System Maintenance Support - Service Fee Schedule**

Item Description / Option	Units	Qty	Unit Price	Base Contract Price
Service Option 2 - RSM + 24/7 System Monitoring (SM)	Monthly	36	\$ 19,500.00	\$ 702,000.00

Assumptions:

- Tier 2/3/4 Remote Software and System Support (20 hours included)
- 24/7 Help Desk Support (Responsible for the triage of incidents and service requests by the Authority)
- 24/7 Tier 1 System Monitoring (Responsible for the identification and triage of incidents)
- 1 X Daily System Checks

**\*\* Pricing to be adjusted on every first of October by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area**

**CCRMA System Maintenance Support - Preventive Maintenance Fee Schedule**

Item Description / Option	Units	Qty	Unit Price	Base Contract Price
Preventive Maintenance Option 2 - Annual + Performance Audit/Tuning	Yearly	3	\$ 10,500.00	\$ 31,500.00

Assumptions:

- Annual On-Site Preventive Maintenance for All Current Toll Locations
- Includes Labor, Travel, ODC's, etc
- Yearly Performance Audit and Tuning of Vehicle Detection, Vehicle Classification, Vehicle Identification, and Image Capture
- Includes up to 20 hours of On-Site System Support, Travel, ODC's, etc

**\*\* Pricing to be adjusted on every first of October by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area**

**CCRMA Image Review Services - Fee Schedule**

Item Description / Option	Term	Unit (Billed Monthly)	Unit Price
Optical Character Recognition (OCR) Review	3-Year	Per Transaction	\$ 0.0259

Assumptions:

- The OCR charging method is based on a review process that includes successfully matched images through OCR, only.
- OCR confidence threshold to be set in coordination with Kapsch and the Authority

Vehicle Image Processing (VIP) Manual Review	3-Year	Per Transaction	\$ 0.0459
--	--------	-----------------	-----------

Assumptions:

- The Manual Review charging method includes successfully matched images through one of the following methods:
  - OCR and Manual Review match
  - 2 successful Manual Review matches

**\*\* Pricing to be adjusted on every first of October by the annual percentage increase for the preceding year in the U.S. Government's Consumer Price Index (CPI) applicable to the Austin, TX metropolitan area**

**2-R CONSIDERATION AND APPROVAL OF PURCHASE LEASE AGREEMENT  
WITH DELL FINANCIAL SERVICES FOR THE PURCHASE OF OFFICE  
COMPUTERS, PRINTERS, SCANNERS, AND OTHER EQUIPMENT.**






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## MEMORANDUM

**TO:** Board of Directors

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

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

**RE:** Dell Computer Equipment and Accessories

**DATE:** November 27, 2023

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Staff recommends the CCRMA Board of Directors approve the purchase of computer equipment and accessories through vendor Dell Technologies in amount not to exceed \$60,000. Dell Technologies is a member of Purchasing Cooperative Texas Department of Information Resources (Texas DIR) Contract Code C000000006841. The Cameron County Regional Mobility Authority customer agreement number with Dell Technologies is TXDIR-TSO-3763.

Attached is a list of equipment quotes.



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168702105.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$23,544.80</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 15, 2023		CAMERON COUNTY RMA
Contract Name	Texas Department of Information Resources (TX DIR)		3461 CARMEN AVE
Contract Code	C000000006841		RANCHO VIEJO, TX 78575-5221
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26698020		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ernesto Gomez

### Shipping Group

Shipping To	Shipping Method
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 1100 E MONROE ST STE 256 ADRIAN RINCONES BROWNSVILLE, TX 78520-5883 (956) 545-6238	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Mobile Precision 3480	\$1,177.24	20	\$23,544.80

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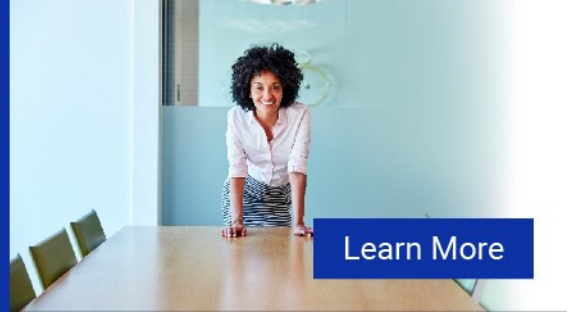
<b>Subtotal:</b>	<b>\$23,544.80</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$23,544.80</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total:** **\$23,544.80**

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Dell ProDeploy Suite



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## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
1100 E MONROE ST  
STE 256 ADRIAN RINCONES  
BROWNSVILLE, TX 78520-5883  
(956) 545-6238

### Shipping Method

Standard Delivery Free Cost

### Mobile Precision 3480

Estimated delivery if purchased today:  
Nov. 30, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$1,177.24	20	\$23,544.80

Description	SKU	Unit Price	Quantity	Subtotal
Mobile Precision Workstation 3480 CTO	210-BGDH	-	20	-
Intel Core i5-1340P, vPro Essentials (12MB Cache, 12 Cores, 16 Threads, 1.9 - 4.6 GHz Turbo, 28W)	379-BFDG	-	20	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	20	-
No Microsoft Office License Included	658-BCSB	-	20	-
Intel i5-1340P 28W Processor with NVIDIA RTX A500 4GB GDDR6 Graphics	329-BHVJ	-	20	-
NVIDIA RTX A500, 4GB GDDR6 Graphics Card	490-BIGJ	-	20	-
14" FHD LCD with 250 nits, Non-touch, FHD RGB Camera and Microphone, and WLAN	391-BHKR	-	20	-
FHD Camera, Temporal Noise Reduction, No ExpressSign-In, Camera Shutter, Mic	319-BBIW	-	20	-
32GB, 2x16GB 5200MT/s SODIMM, DDR5, non-ECC	370-BBMS	-	20	-
256GB, M.2 2230, Gen 4 PCIe NVMe SSD, Class 35	400-BOTM	-	20	-
English US backlit keyboard, 79-key	583-BHCH	-	20	-
Single Pointing Keyboard, No Security	346-BJQS	-	20	-
Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth	555-BIIJ	-	20	-
3 Cell, 54Whr, Standard Battery	451-BDBN	-	20	-
130W Type C Power Adapter	492-BDGH	-	20	-
Intel vPro Essentials Technology Enabled	631-ADPX	-	20	-
ENERGY STAR Qualified	387-BBLW	-	20	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	20	-
Power Cord 1M US	470-AFGV	-	20	-
Wireless Intel AX211 WLAN Driver	555-BJGK	-	20	-
Mix Packaging for 130W Adapter and NVIDIA Graphics	340-DKNZ	-	20	-
Custom Configuration	817-BBBB	-	20	-
Intel Core i5 vPro Essentials	389-ECWL	-	20	-
Dell Additional Software	658-BFPP	-	20	-
Quick Setup Guide-Mobile Precision 3480	340-DHDK	-	20	-
Bottom Cover for Intel P 28W CPUs	354-BBGP	-	20	-

Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	20	-
ProSupport: 7x24 Technical Support, 3 Years	997-1109	-	20	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	20	-
ProSupport: Next Business Day Onsite, 3 Years	997-6028	-	20	-
Intel(R) Rapid Storage Technology Driver	409-BCWR	-	20	-

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<b>Subtotal:</b>	<b>\$23,544.80</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$23,544.80</b>

# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168698421.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$19,293.12</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 15, 2023		CAMERON COUNTY RMA
Contract Code	C000000006841		3461 CARMEN AVE
Customer Agreement #	TX DIR-TSO-3763		RANCHO VIEJO, TX 78575-5221
Deal ID	26698020		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ernesto Gomez

### Shipping Group

Shipping To	Shipping Method
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 1100 E MONROE ST STE 256 ADRIAN RINCONES BROWNSVILLE, TX 78520-5883 (956) 545-6238	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
OptiPlex Micro (7010)	\$876.96	22	\$19,293.12

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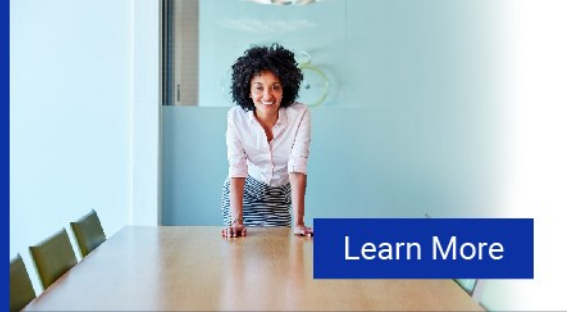
<b>Subtotal:</b>	<b>\$19,293.12</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$19,293.12</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total:** **\$19,293.12**

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## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
1100 E MONROE ST  
STE 256 ADRIAN RINCONES  
BROWNSVILLE, TX 78520-5883  
(956) 545-6238

### Shipping Method

Standard Delivery Free Cost

### OptiPlex Micro (7010)

Estimated delivery if purchased today:  
Dec. 04, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro (7010)	210-BFXQ	-	22	-
13th Gen Intel Core i5-13500T (6+8 Cores/24MB/20T/1.6GHz to 4.6GHz/35W)	338-CHBX	-	22	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	22	-
No Microsoft Office License Included	658-BCSB	-	22	-
32GB (2x16GB) DDR4 Non-ECC Memory	370-AFWD	-	22	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BOQJ	-	22	-
Thermal Pad for Micro	412-AAZO	-	22	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	22	-
Micro with 35W CPU L5.5 FSJ local build	329-BHPX	-	22	-
US Power Cord	450-AAZN	-	22	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	22	-
Internal Antenna	555-BHDV	-	22	-
Wireless Driver, Intel(R) WiFi 6e AX211 2x2 (Gig+) + Bluetooth 5.3	555-BIIO	-	22	-
No Additional Video Ports	492-BCKH	-	22	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	22	-
Mouse included with Keyboard	570-AADI	-	22	-
No Cover Selected	325-BCZQ	-	22	-
Dell Additional Software	658-BFPY	-	22	-
ENERGY STAR Qualified	387-BBLW	-	22	-
Dell Watchdog Timer	379-BEZG	-	22	-
Quick Start Guide, OptiPlex Micro	340-DDHG	-	22	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	22	-
Shipping Material	340-CQYN	-	22	-
Shipping Label	389-BBUU	-	22	-
FSJ Reg label 90W adaptor	389-FBSN	-	22	-
Intel Rapid Storage Technology Driver MFF	658-BFQK	-	22	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	22	-
Desktop BTO Standard shipment	800-BBIO	-	22	-

**Unit Price**   **Quantity**   **Subtotal**  
**\$876.96**   **22**   **\$19,293.12**

90 Watt A/C Adapter	450-ALFO	-	22	-
Custom Configuration	817-BBBB	-	22	-
Internal Speaker	520-AAVE	-	22	-
No Option Included	340-ACQQ	-	22	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	22	-
Intel vProEssentials	631-ADQJ	-	22	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	22	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	22	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	22	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	22	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 1 Year	819-4585	-	22	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 2 Years Extended	819-4589	-	22	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	22	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	22	-
No Accidental Damage Selected	981-4619	-	22	-

---

<b>Subtotal:</b>	<b>\$19,293.12</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$19,293.12</b>

# Important Notes

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## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168702526.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$749.96</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 15, 2023		CAMERON COUNTY RMA
Contract Name	Texas Department of Information Resources (TX DIR)		3461 CARMEN AVE
Contract Code	C000000006841		RANCHO VIEJO, TX 78575-5221
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26698020		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ernesto Gomez

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 3461 CARMEN AVE OLMITO, TX 78575-5883 (956) 621-5571	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Thunderbolt 4 Dock- WD22TB4	\$187.49	4	\$749.96

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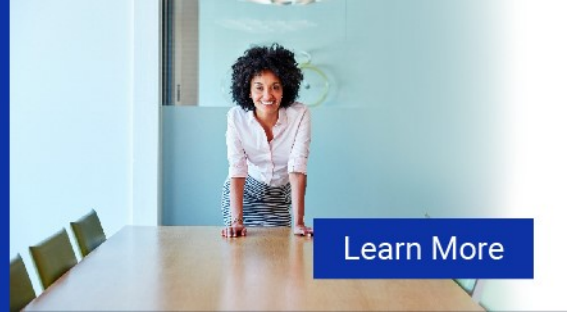
<b>Subtotal:</b>	<b>\$749.96</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$749.96</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total:** **\$749.96**

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Dell ProDeploy Suite



[Learn More](#)

## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
3461 CARMEN AVE  
OLMITO, TX 78575-5883  
(956) 621-5571

### Shipping Method

Standard Delivery Free Cost

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### Dell Thunderbolt 4 Dock- WD22TB4

Estimated delivery if purchased today:

Nov. 21, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
BASE,DS,WD22TB4 US 180W	210-BDQH	-	4	-
Advanced Exchange Service, 3 Years	872-8550	-	4	-
Dell Limited Hardware Warranty	872-8557	-	4	-

Unit Price	Quantity	Subtotal
\$187.49	4	\$749.96

---

<b>Subtotal:</b>	<b>\$749.96</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$749.96</b>
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# Important Notes

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To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168700070.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$3,329.82</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 15, 2023		CAMERON COUNTY RMA
Contract Name	Texas Department of Information Resources (TX DIR)		3461 CARMEN AVE
Contract Code	C000000006841		RANCHO VIEJO, TX 78575-5221
Customer Agreement #	TX DIR-TSO-3763		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ernesto Gomez

### Shipping Group

Shipping To	Shipping Method
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 1100 E MONROE ST STE 256 ADRIAN RINCONES BROWNSVILLE, TX 78520-5883 (956) 545-6238	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2423, 61cm (24")	\$184.99	18	\$3,329.82



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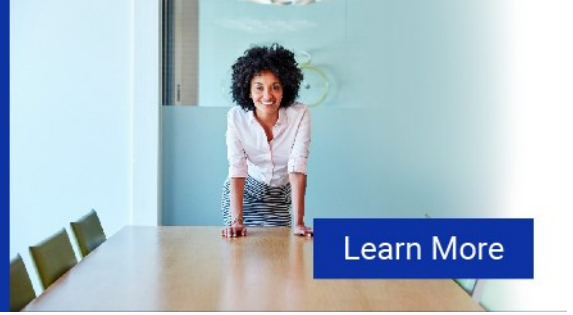
<b>Subtotal:</b>	<b>\$3,329.82</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$3,329.82</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total:** **\$3,329.82**

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Dell ProDeploy Suite



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## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
1100 E MONROE ST  
STE 256 ADRIAN RINCONES  
BROWNSVILLE, TX 78520-5883  
(956) 545-6238

### Shipping Method

Standard Delivery

---

### Dell 24 Monitor - P2423, 61cm (24")

Estimated delivery if purchased today:

Nov. 22, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2423, 61cm (24")	210-BDKC	-	18	-
Dell Limited Hardware Warranty	814-5380	-	18	-
Advanced Exchange Service, 3 Years	814-5381	-	18	-

Unit Price	Quantity	Subtotal
\$184.99	18	\$3,329.82

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<b>Subtotal:</b>	<b>\$3,329.82</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$3,329.82</b>
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# Important Notes

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<b>Quote No.</b>	<b>3000168702792.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$1,214.84</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 15, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 15, 2023		CAMERON COUNTY RMA
Contract Name	Texas Department of Information Resources (TX DIR)		3461 CARMEN AVE
Contract Code	C000000006841		RANCHO VIEJO, TX 78575-5221
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26698020		

### Message from your Sales Rep

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Regards,  
Ernesto Gomez

### Shipping Group

Shipping To	Shipping Method
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 3461 CARMEN AVE OLMITO, TX 78575-5883 (956) 621-5571	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	\$1,214.84	1	\$1,214.84

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<b>Subtotal:</b>	<b>\$1,214.84</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,214.84</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

**Total:** **\$1,214.84**

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## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
3461 CARMEN AVE  
OLMITO, TX 78575-5883  
(956) 621-5571

### Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
<b>OptiPlex Small Form Factor (Plus 7010)</b>	<b>\$1,214.84</b>	<b>1</b>	<b>\$1,214.84</b>

Estimated delivery if purchased today:

Dec. 04, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXE	-	1	-
13th Gen Intel Core i7-13700 (8+8 Cores/30MB/24T/2.1GHz to 5.1GHz/65W)	338-CHCJ	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
32GB (2X16GB) DDR5 Non-ECC Memory	370-AGWK	-	1	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
NO RAID	817-BBBN	-	1	-
AMD Radeon RX 6300 2GB GDDR6,Low Profile,2xDP	490-BIDH	-	1	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
No Optical Drive	429-ABKF	-	1	-
CMS Software not included	632-BBBJ	-	1	-
No Media Card Reader	379-BBHM	-	1	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BHDU	-	1	-
External Antenna	555-BHDW	-	1	-
Wireless Driver, Intel AX211 Wi-Fi 6E (6Ghz) 2x2, BT 5.2	555-BIJL	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cover Selected	325-BCZQ	-	1	-
Dell Additional Software	658-BFPY	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BEZG	-	1	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYR	-	1	-
Shipping Label	389-BBUU	-	1	-

Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
Custom Configuration	817-BBBB	-	1	-
Internal Speaker	520-AARD	-	1	-
Intel vPro Enterprise	631-ADPF	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	812-3894	-	1	-
ProSupport: Next Business Day Onsite 3 Years	812-3908	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-

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<b>Subtotal:</b>	<b>\$1,214.84</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,214.84</b>

# Important Notes

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## Terms of Sale

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**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.





## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000168680506.1</b>	Sales Rep	Ernesto Gomez
<b>Total</b>	<b>\$319.98</b>	Phone	(800) 456-3355, 6179259
Customer #	132131537	Email	Ernesto_Gomez1@Dell.com
Quoted On	Nov. 14, 2023	<b>Billing To</b>	VICTOR BARRON
Expires by	Dec. 14, 2023		CAMERON COUNTY RMA
Contract Name	Texas Department of Information Resources (TX DIR)		3461 CARMEN AVE
Contract Code	C000000006841		RANCHO VIEJO, TX 78575-5221
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26698020		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Ernesto Gomez

### Shipping Group

Shipping To	Shipping Method
FRANCISCO SAN MIGUEL CAMERON COUNTY RMA 3461 CARMEN AVE OLMITO, TX 78575-5883 (956) 621-5571	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	\$159.99	2	\$319.98

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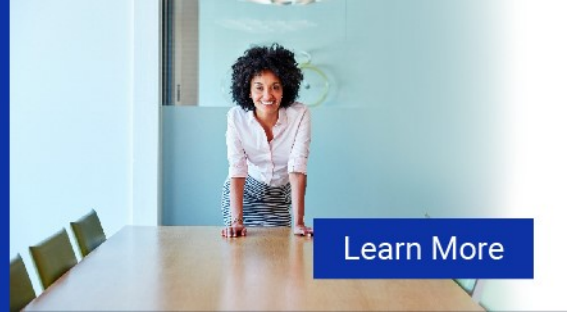
<b>Subtotal:</b>	<b>\$319.98</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$319.98</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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**Total:** **\$319.98**

Maximize your new  
technology on day one

Dell ProDeploy Suite



[Learn More](#)

## Shipping Group Details

### Shipping To

FRANCISCO SAN MIGUEL  
CAMERON COUNTY RMA  
3461 CARMEN AVE  
OLMITO, TX 78575-5883  
(956) 621-5571

### Shipping Method

Standard Delivery

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	Unit Price	Quantity	Subtotal
<b>Dell 27 Monitor - P2722H, 68.6cm (27")</b>	<b>\$159.99</b>	<b>2</b>	<b>\$319.98</b>

Estimated delivery if purchased today:

Nov. 20, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	2	-
Dell Limited Hardware Warranty	814-5380	-	2	-
Advanced Exchange Service, 3 Years	814-5381	-	2	-

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<b>Subtotal:</b>	<b>\$319.98</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$319.98</b>
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