

#### 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
December 15, 2023
12:00 Noon

#### **PUBLIC COMMENTS:**

1. Public Comments.

#### **ITEMS FOR DISCUSSION AND ACTION:**

- 2. Action Items.
  - A. Consideration and Approval of the November 27, 2023, Special Meeting Minutes.
  - B. Acknowledgement of Claims.
  - C. Approval of Claims.
  - D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of November 2023.
  - E. Consideration and Approval of the Quarterly Investment Report for the Period Ending on November 30, 2023.
  - F. Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project.
  - G. Consideration and Authorization to Approve a Job Order Contracting Agreement with Noble Texas Builders LLC for a Roof Replacement on the CCRMA Administration Building via Contract with Texas BuyBoard Purchasing Cooperative.
  - H. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Pathfinders Public Affairs for Legislative Services.
  - I. Consideration and Approval of an Interlocal Agreement for Legislative Services between the Cameron County Regional Mobility Authority and Cameron County.

- J. 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 FM 1846 Williams Road (North) Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving the costs associated with the preliminary engineering and environmental document as contained in the Advanced Funding Agreement.
- K. Consideration and Approval of Work Authorization No. 07 between the Cameron County Regional Mobility Authority and GDJ Engineering for the Stenger Sidewalk Project in San Benito.
- L. Consideration and Approval of Work Authorization No. 08 between the Cameron County Regional Mobility Authority and GDJ Engineering for the City of Primera Sidewalk Project.
- M. Consideration and Approval of a Service Order with Spectrum Enterprise for Internet Services with Cameron County Regional Mobility Authority.
- N. Consideration and Approval for Staff to Issue a Request for Proposals for Toll Debt Collection Services.

#### 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. 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.
- D. Deliberation and Discussion Concerning the Evaluation and Duties of the Cameron County Regional Mobility Authority Executive Director, Pete Sepulveda, Jr., Pursuant to V.T.C.A., Government Code, Section 551.074 (1).
- E. Confer with Cameron County Regional Mobility Authority Legal Counsel Regarding the Debt Collections Contract with Professional Account Management, LLC, a Duncan Solutions Company, Pursuant to V.T.C.A., Government Code, Section 551.071 (2).

- 4. Action Relative to Executive Session.
  - A. Possible Action.
  - B. Possible Action.
  - C. Possible Action.
  - D. Possible Action.
  - E. Possible Action

#### **ADJOURNMENT:**

Signed this 11th day of December 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.

CONSIDERATION AND APPROVAL OF THE NOVEMBER 27, 2023, 2-A SPECIAL MEETING MINUTES.

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: PRESENT: 12:00 P.M. 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

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.

# **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:	

#### 2-C Approval of Claims.

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

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

The Claims are as follows:		

# 2-D Consideration and Possible of the Financial Statements and Budget Amendments for the Month of 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 September 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 Esparaza 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:	

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 Camern 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 Cunty 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 Cunty 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	o come	before the	Board	and	upon 1	notion	by T	reasurer	Villarrea	l and
second	led by Di	irector E	sparza and	d carried	d unanimo	ously, th	ne m	eeting	was Al	DJO	URNED	at 1:24 F	.M.

APPROVED this day of	2023.	
	CHAIRMAN FRANK PARKER, JR.	
ATTESTED:ARTURO A. NELSON, SECRETA	ARY	

2-B ACKNOWLEDGEMENT OF CLAIMS.

## Claims for Acknowlegdement



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims December 8, 2023

#### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
SpawGlass Contractors, Inc.	3022054 #15		Veterans Bridge POV Expansion September 2023	CC- Veterans Bridge	Y	Local	Ope
	-	1,390,890.88					
	Operations Total Transfer	\$ 1,390,890.88 1,390,890.88					
Reviewed by:							
Monica R. Ibarra, Accountant	Monica R.  DocuSigned by:	Sbarra	12.8.23				
Victor J. Barron, Controller	Victor Barrol	r	12/8/2023	21			
Pete Sepulveda Jr, Executive Director	7.30		12 X77				



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims December 8, 2023

#### Operations

Vendor Name	Invoice Number	 Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Chemical Response & Remediation Contractors, Inc.	8689	\$ 11,037.96	ER Oil Spill	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 11/23	76.42	Bottled Water Delivery Nov 2023	Indirect	Y	Local	Ope
Monica R Ibarra	Travel 10-11 MRI	28.17	Travel Reimbursement Oct- Nov 2023 MRI	Indirect	Y	Local	Ope
JWH and Associates, Inc.	2523	2,000.00	North Rail Road Alternatives and Harlingen Yard Nov 2023	North Rail Relocation	Y	Local	TRZ
Lone Star Shredding Document Storage	1992821	97.50	Shredding Services Nov 2023	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel I-69 11.30.23	1,229.60	Travel Reimbursement I-69 Alliance PSJ Nov 2023	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ 11.16.23	538.41	Travel Reimbursment PSJ Nov 2023	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	2216	1,773.75	Legal Services Nov 2023	Indirect	Y	Local	Ope
Verizon Wireless	9950021725	75.98	Internet Hotspot November 2023	Indirect	Y	Local	Ope
		16,857.79					

#### Interlocal Agreement

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
JWH and Associates, Inc.	2623	1,500.00	Gateway Bridge LPOE Nov 2023	CC - Gateway Bridge	Y	Local	Restri
GDJ Engineering	2023-197	7,209.70	Dana Rd October 2023	Dana Road- City of Brownsville	Y	Local	Restri
		8,709.70	-				

Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Culligan of the Rio Grande Valley	320895 11/23	\$	57.95	Bottled Water Delivery Nov 2023	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1012705		854.10	Out of State DMV Records Nov 2023	Indirect	Y	Local	Toll
Monica R Ibarra	Travel 10-11 MRI		12.18	Travel Reimbursement Oct- Nov 2023 MRI	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20231130		116.83	Address and Name Lookup November 2023	Indirect	Y	Local	Toll
PEDRO SEPULVEDA JR.	Travel PSJ 11.16.23		584.13	Travel Reimbursment PSJ Nov 2023	Indirect	Y	Local	Toll
Public Utilities Board	600710 11/23		218.32	Electricity 1100 Fm 511 Hwy Bro Tx Nov 2023	Direct Connectors - SH550	Y	Local	Toll
Dominique Ramos	0139		146.25	SH550 Detail 11.28.23 DR	Indirect	Y	Local	Toll
Jonathan Lee Alcazar	0138		146.25	SH550 Detail 11.28.23 JA	Indirect	Y	Local	Toll
Rentfro, Irwin, & Irwin, P.L.L.C	2216		2,687.50	Legal Services Nov 2023	Indirect	Y	Local	Toll
Verizon Wireless	9950021725		75.98	Internet Hotspot November 2023	Indirect	Y	Local	Toll
			4,899.49	2-				
	Operations	\$	16,857.79					
	Interlocal Agre		8,709.70					
	Tolls		4,899.49					
	Total Transfer	-	30,466.98					

Reviewed by:

Monica R. Ibarra, Accountant

Victor J. Barron, Controller

Pete Sepulveda Jr, Executive Director MyRnn 0 128.23

12.8.23

12083



#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims December 1, 2023

#### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2023	\$ 775.10	Credit Card Charges Nov 2023	Indirect	Y	Local	Ope
Carashsoft Technology Corp.	IN1539291	10,244.00	OpenRoads Designer/ConceptStation Select Subcription	Indirect	Y	Local	Оре
Diamante Super Clean	11-010	850.00	Janitoral Services November 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	233250053089097	46.63	Electricity Ste 7 Nov 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	233250053089098	132.61	Electricity Ste 3 Nov 2023	Indirect	Y	Local	Ope
Direct Energy Business, LLC	233250053089099	31.67	Electricity Ste 5 Nov 2023	Indirect	Y	Local	Ope
Lily Anne Garcia	Travel LG 11.29.23	47.17	Travel Reimbursement LG Nov 2023	Indirect	Y	Local	Ope
GDJ Engineering	2023-184	8,963.22	MPO Project October 2023	Indirect	Y	Local	TRZ
Republic Services	0863-002468407		Waste Container December 2023	Indirect	Y	Local	Ope
Town of Rancho Viejo	RV 8th Christmas Par	21,726.43	Town of Rancho Viejo 8th Annual Golf Cart & Bike Christmas	Indirect	Y	Local	Ope
		21,720,43	€				

Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX Nov 2023	\$ 92.17	Credit Card Charges Nov 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	233250053088669	5.92	Electricity 1505 Fm 511 Nov 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	233250053088670	5.92	Electricity 1705 Fm 511 Nov 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	233250053088709	315.15	Electricity Tolls Nov 2023	Indirect	Y	Local	Toll
Direct Energy Business, LLC	233250053089100	196.98	Electricity 570 Fm 511 Nov 2023	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	233250053089101	309.03	Electricity 1895 Fm 511 #1 Nov 2023	FM1847 - SH550	Y	Local	Toll
Lily Anne Garcia	Travel LG 11.29.23	14.47	Travel Reimbursement LG Nov 2023	Indirect	Y	Local	Toll
Victor J. Barron	Travel VJB 11.30.23	58.03	Travel Reimbursement VJB 11.30.23	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113412439	942.90	Full Color Silver Hughes Gel Stylus Pen 1000 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113413835	1,005.95	Wet Wipe Packet 1000 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113421220	1,095.95	Cooling Towel 300qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113430988	1,810.15	Rubberized Mirrored Sunglasses 1100 Qty	Indirect	Y	Local	Toll
CIMPRESS USA Incorporated/ National Pen Co., LLC	113431702	957.15	22oz Sunsplash Single-Wall Recycled PP Tumbler 600 Qty	Indirect	Y	Local	Toll
Prisciliano Delgado	10604	250.00	Lawn Care November 2023	Indirect	Y	Local	Toll
Cristian Daniel Pena	0137	270.00	SH550 Detail 11.21.23 CP	Indirect	Y	Local	Toll
Mario Esteban Bejarano	0136	270.00	SH550 Detail 11.21.23 MB	Indirect	Y	Local	Toll
Toshiba Financial Services	43621172	296.86	Tolls Printer November 2023	Indirect	Y	Local	Toll
		7,896.63	V				
	Operations Tolls Total Transfer	\$ 21,726.43 7,896.63 29,623.06	. 2				

Reviewed by:

Monica R. Ibarra, Accountant Monica R. Sbarra 11.30.23

Victor Barron

Victor J. Barron, Controller

11/30/2023

Pete Sepulveda Jr, Executive Director

12.01.23



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims November 22, 2023

#### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	897481	\$ 37.68	Employee Supplemental Insurance November 2023	Indirect	Y	Local	Ope
Amazon Capital Services	16NK-3KCL-7GHX	467.09	Admin/Tolls/IT Office Supplies	Indirect	Y	Local	Ope
City Of McAllen	State of the City	2,000.00	Table Sponsorship for State of the City Address- Gold	Indirect	Y	Local	Ope
Gexa Energy, LP	33808102	71.40	Electricity Ste 6 November 2023	Indirect	Y	Local	Ope
MPC Studios, Inc	33508	275.00	Website Hosting November 2023	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	69	12,000.00	Consulting Services Sept 2023	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	70	12,000.00	Consulting Services October 2023	Indirect	Y	Local	Ope
Charter Communcation	ns 185525901110123	1,168.31	Internet/ Phones Nov 2023	Indirect	Y	Local	Ope
		28,019.48	-				

Vendor Name	Invoice Number		ash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	16NK-3KCL-7GHX	\$	2,240.75	Admin/Tolls/IT Office Supplies	Indirect	Y	Local	Toll
Public Utilities Board	588837 11/23		220.02	Electricity 180042 SH 550 Bro,TX Nov 2023	Port Spur - SH550	Y	Local	Toll
The Brownsville Herald	N.I.E. 11.16.23		500.00	Brownsville Herald's In Education Program N.I.E.	Indirect	Y	Local	Toll
Charter Communcations	: 185399301110123		261.06	Ethernet Intrastate 2129 Fm Apt 511 Bro Nov 2023	Direct Connectors - SH550	Y	Local	Toll
Charter Communcations	185525901110123		1,168.31	Internet/ Phones Nov 2023	Indirect	Y	Local	Toll
Charter Communications	: 185961401110123	_	261.06 4,651.20	Ethernet Intrastate 104 N Lynnwood Trl Nov 2023	Direct Connectors - SH550	Y	Local	Toll
	Operations Tolls Total Transfer	\$	28,019.48 4,651.20 32,670.68					

Reviewed by:

Monica R. Ibarra, Accountant

Victor J. Barron, Controller

Pete Sepulveda Jr, Executive Director 11.00.00

11.22.23

11.22.23

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims November 17, 2023

#### Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Jose De Jesus Rocha Acosta	Contract Labor JR	\$ 2,377.94	Trade Expo Monterrey- JR Contract Labor	Indirect	Y	Local	Toll
		2,377.94					
	Tolls Total Transfer	2,377.94 2,377.94					
Reviewed by:							
Monica R. Ibarra, Accountant	MIR	mo	11.17.23	_			
Victor J. Barron, Controller	Jut 13	a 11.17	123				
Pete Sepulveda Jr, Executive Director	PH	1117	.27				

2-C APPROVAL OF CLAIMS.

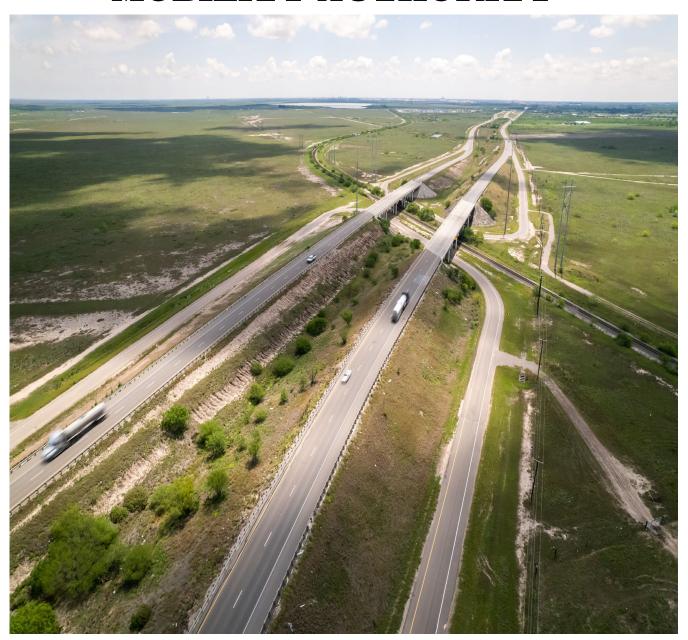


#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOD Claims December 15, 2023

#### Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom	486024SI01477	\$ 42,535.00	CO#9- Equipment	Indirect	Y	Local	Bond Pro
USA, Inc R.R.P. Consulting Engineers, L.L.C.	U2716.339-03	46,568.25	Refresh- PDU & UPS SH 48 Master Plan WA 39 November 2023	SH 48 Master Pl	Y	Local	TRZ
,		89,103.25	<del>-</del>				
		Int	terlocal Agreement				
					T 0		D 1
V 1 N		G 1 P : 1	I ' /C 1' D ' '	DDOLT'4	Transfer	_	Bank
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Funds	Source	Account
GDJ Engineering	2023-215	\$134,303.12	Dana Rd Proj November 2023	Dana Road- City of Brownsville	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2972.ALL-01	183,525.45	Veterans POV Expansion PSA, SA1, SA2 & SA3 October 2023		Y	Local	Ope
		317,828.57	-				
		317,828.37	-				
			Tolls				
					T. C	D 1:	D 1
V 4 N		G 1 P : 1	Installation of Constitution	DDOLT:41-	Transfer	Funding	Bank
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Tille	Funds	Source	Account
InfoSend, Inc.	251533		Printing and Mailing Services Nov 2023	Indirect	Y	Local	Toll
		36,493.99	-				
	Operations Interlocal Tolls Total Transfer	\$ 89,103.25 317,828.57 36,493.99 \$443,425.81	- =				
Reviewed by:							
Victor J. Barron, Controller	Victor J. Pete Sep	Barron	12.9.23	-			
Pete Sepulveda Jr, Executive Director	Pete Sep	ulveda,	Jr. 12.09.23	-			

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



# NOVEMBER 2023 FINANCIAL REPORT



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

### **CCRMA MONTHLY FINANCIAL**

### TABLE OF CONTENTS

REVENUES & EXPENSES	
ADMINISTRATIVE REVENUES AND EXPENSES	1
TOLL OPERATIONS REVENUES AND EXPENSES - CASH	2
COMBINED REVENUES AND EXPENSES	3
STATEMENT OF REVENUES AND EXPENDITURES - MONTHLY PROJECTS	4
STATEMENT OF REVENUES AND EXPENDITURES - YEAR TO DATE PROJECTS 5	5
FINANCIALS	
BALANCE SHEET	6
STATEMENT OF CASH FLOW	7

Statement of Revenues and Expenditures - Monthly R&E - Unposted Transactions Included In Report From 11/1/2023 Through 11/30/2023

	Current Period Actual	Cu	nrrent Year Actual	YTD Budget - Original		_		Annual Budget Variance - Original		Variance -		Variance -			ior Year Actual	Current Year % Change
Operating Revenues																
Vehicle registration fees	\$ 252,98		,	\$	3,450,000	\$	(2,925,570)	\$	486,810	7.73						
Interlocal agreements	20,58		33,583		425,700		(392,117)		35,167	(4.50)						
Other revenues	83		1,670		10,080		(8,410)		1,669	0.02						
Total Operating Revenues	274,39	3	559,683		3,885,780		(3,326,097)		523,646	6.88						
Operating Expenses																
Personnel costs	112,57	5	165,803		1,357,306		1,191,503		173,482	(4.43)						
Professional services	13,77	1	31,342		282,000		250,658		26,852	16.72						
Advertising & marketing	3,27	5	7,050		59,000		51,950		628	1,021.90						
Data processing	10,67	l	11,658		30,000		18,343		789	1,378.14						
Dues & memberships		-	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	85	)	2,396		75,000		72,604		1,750	36.93						
Office supplies	1,02	)	2,266		35,150		32,884		2,483	(8.75)						
Leases	31		622		16,235		15,613		622	-						
Travel	1,13	5	4,480	25,000		25,000			20,520		4,021	11.42				
Utilities	2,46	1	4,524		31,624				27,100		4,775	(5.27)				
Contingency		-	_		132,250		132,250		-	-						
Total Operating Expenses	146,07	5	231,141		2,140,355		1,909,214		221,838	4.19						
Total Operating Income (Loss)	128,32	3	328,542		1,745,425		(1,416,883)		301,808	8.86						
Non Operating Revenues																
Interest income	85,46	5	174,900		250,000		(75,100)		31,216	460.29						
TRZ revenue		-	-		4,000,000		(4,000,000)		-	-						
Total Non Operating Revenues	85,46	5	174,900		4,250,000		(4,075,100)		31,216	460.29						
Non Operating Expenses																
Debt principal and interest		-	_		1,970,425		1,970,425		_	_						
Debt interest-LOC		-	_		25,000		25,000		_	_						
Project expenses	64,85	3	185,810		4,000,000		3,814,190		44,028	322.03						
Total Non Operating Expenses	64,85		185,810		5,995,425		5,809,615		44,028	322.03						
Total Changes in Net Position	\$ 148,93	1 \$	317,632		-	\$	317,632	\$	288,997	9.91						

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 11/1/2023 Through 11/30/2023

	Current Period Current Year Actual Actual		Annual Budget  YTD Budget - Variance - Original Original		Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 323,269	\$ 638,668	\$ 2,865,000	\$ (2,226,332)	\$ 537,840	18.75
Fuego Revenues	49,237	103,203	500,000	(396,797)	69,332	48.85
Interop Revenues						
Interop revenues	99,474	199,639	995,000	(795,361)	119,791	66.66
Bridge interoperability	42,808	94,052	520,000	(425,948)	108,244	(13.11)
Total Interop Revenues	142,282	293,691	1,515,000	(1,221,309)	228,035	28.79
Other Toll Revenues						
Interlocal agreement revenues	12,167	24,333	172,517	(148,184)	23,987	1.44
Total Other Toll Revenues	12,167	24,333	172,517	(148,184)	23,987	1.44
Total Toll Operating Revenues	526,954	1,059,895	5,052,517	(3,992,622)	859,194	23.36
Toll Operating Expenses						
Personnel costs	63,947	93,438	938,097	844,659	72,899	28.17
Transaction processing costs	66,060	148,836	1,046,850	898,014	129,633	14.81
Toll system maintenance/IT	23,178	46,356	288,000	241,644	45,226	2.50
Roadside maintnenace	32,305	83,547	615,000	531,453	86,933	(3.89)
CSC indirect/overhead costs	22,144	40,865	570,371	529,506	29,175	40.07
<b>Total Toll Operating Expenses</b>	207,633	413,042	3,458,318	3,045,276	363,865	13.52
Total Operating Income (Loss)	319,321	646,852	1,594,199	(947,347)	495,329	30.59
Non Operating Revenues						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	=	-
Total Non Operating Revenues	-		1,385,000	(1,385,000)		
Non Operating Expenses						
Debt principal and interest	-	_	2,979,199	2,979,199	=	=
Total Non Operating Expenses			2,979,199	2,979,199		
Changes in Net Position	\$ 319,321	\$ 646,852	<u>\$</u> -	\$ 646,852	\$ 495,329	30.59

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 11/1/2023 Through 11/30/2023

		Current Period Actual		rrent Year Actual		D Budget - Original	Annual Budget Variance - Original		Prior	Year Actual	Current Year % Change
Operating Revenues											
Vehicle registration fees	\$	252,980	\$	524,430	\$	3,450,000	\$	(2,925,570)	\$	486,810	7.73
Interlocal agreement	Ψ	33,585	Ψ	59,586	Ψ	608,297	Ψ	(548,711)	Ψ	60,823	(2.03)
Toll revenues		514,788		1,035,562		4,880,000		(3,844,438)		835,207	23.99
Other revenue		-		-,,		-		-		-	100.00
Total Operating Revenues		801,352		1,619,578		8,938,297		(7,318,719)		1,382,840	17.12
Operating Expenses											
Personnel costs		176,522		259,241		2,295,403		2,036,162		246,382	5.22
Accounting software and services		_		· -		3,000		3,000		-	-
Professional services		12,000		24,000		229,000		205,000		24,000	-
Contractual services		12,316		29,704		195,000		165,296		4,980	496.42
Advertising & marketing		16,657		33,392		159,000		125,608		11,093	201.01
Data processing		10,671		11,658		30,000		18,343		789	1,378.14
Dues & memberships		-		1,000		32,000		31,000		8,920	(88.79)
Education & training		-		-		20,000		20,000		-	-
Fiscal agent fees		-		-		57,790		57,790		-	-
Insurance		-		21,480		94,200		72,720		30,873	(30.43)
Maintenance & repairs		1,162		3,109		150,000		146,891		2,250	38.16
Office supplies		30,292		72,800		478,650		405,850		80,540	(9.61)
Road maintenance		69,002		138,281		959,700		821,419		135,802	1.83
Leases		929		1,854		48,297		46,443		3,824	(51.52)
Toll services		14,247		28,908		347,250		318,342		20,156	43.42
Travel		1,805		5,227		65,000		59,773		4,021	30.00
Utilities		6,048		11,470		85,024		73,554		12,073	(4.99)
Contingency		2,059		2,059		349,359		347,300		-	100.00
Total Operating Expenses		353,709		644,183		5,598,673		4,954,490		585,703	9.98
Net Change from Operations		447,643		975,395		3,339,624		(2,364,229)		797,137	22.36
Non Operating Revenue											
Pass through grant revenues		-		-		1,385,000		(1,385,000)		-	_
Interest income		85,466		174,900		250,000		(75,100)		31,216	460.29
TRZ Revenue		-		-		4,000,000		(4,000,000)		-	-
Total Non Operating Revenue		85,466		174,900		5,635,000		(5,460,100)		31,216	460.29
Non Operating Expenses											
Bond Debt Expense		_		-		4,949,624		4,949,624		_	_
Debt Interest - LOC		_		_		25,000		25,000		-	_
Project expenses		64,858		185,810		4,000,000		3,814,190		44,028	322.03
Total Non Operating Expenses		64,858		185,810		8,974,624		8,788,814		44,028	322.03
Changes in Net Position	\$	468,251	\$	964,484	\$		\$	964,484	\$	784,325	22.97

## Statement of Revenues and Expenditures From 11/1/2023 Through 11/30/2023

	Cameron County		City of Brownsville		Total	
Non Operating Revenues						
Revenues						
SH 32 (East Loop)	\$	52,021	\$	-	\$	52,021
Dana Road- City of Brownsville		-		7,210		7,210
CC - Gateway Bridge		6,618		-		6,618
CC - Consulting Services PF		8,000		-		8,000
Total Revenues		66,639		7,210		73,848
Total Non Operating Revenues		66,639		7,210		73,848
Non Operating Expenses						
Project expenses						
SH 32 (East Loop)		52,021		-		52,021
Dana Road- City of Brownsville		-		7,210		7,210
CC - Gateway Bridge		6,618		-		6,618
CC - Consulting Services PF		8,000		-		8,000
Total Project expenses		66,639		7,210		73,848
Total Non Operating Expenses		66,639		7,210		73,848
Total Changes in Net Position	\$	_	\$		\$	_

## Statement of Revenues and Expenditures From 10/1/2023 Through 11/30/2023

		meron		ty of	_ ,	
	County		Brownsville		]	Γotal
Non Operating Revenues						
Revenues						
SH 32 (East Loop)	\$	52,021	\$	-	\$	52,021
Dana Road- City of Brownsville		-		7,210		7,210
CC - Gateway Bridge		6,618		-		6,618
CC - Consulting Services PF		8,000		-		8,000
CC - Administration Building & Parking Lot		16,288		-		16,288
Total Revenues		82,927		7,210		90,137
Total Non Operating Revenues		82,927		7,210		90,137
Non Operating Expenses						
Project expenses						
SH 32 (East Loop)		52,021		-		52,021
Dana Road- City of Brownsville		-		7,210		7,210
CC - Gateway Bridge		6,618		-		6,618
CC - Consulting Services PF		8,000		-		8,000
CC - Administration Building & Parking Lot		16,288		-		16,288
Total Project expenses		82,927		7,210		90,137
Total Non Operating Expenses		82,927		7,210		90,137
Total Changes in Net Position	\$	_	\$	<u>-</u>	\$	

### Balance Sheet As of 11/30/2023

	Current Year		
ASSETS			
Current Assets:			
Cash and cash equivalents	\$ 3,347,864		
Restricted cash - projects	8,104,000		
Restricted cash accounts - debt service	6,869,208		
Restricted cash - bond proceeds	2,468,538		
Restricted cash - Transportation Reinvestment Zone (TRZ)	9,437,233		
Accounts receivable, net	, ,		
Vehicle Registration Fees - Receivable	514,875		
Other	3,843,112		
Total Accounts receivable, net	4,357,987		
Accounts receivable - other agencies	4,840,512		
Prepaid expenses	88,735		
Total Current Assets:	39,514,077		
Non Current Assets:	,,		
Capital assets, net	96,440,275		
Capital projects in progress	23,555,444		
Unamortized bond prepaid costs	85,388		
Net pension asset	164,797		
Total Non Current Assets:	120,245,904		
Deferred Outflow of Resources	-, -,		
Deferred outlflow related to pension	277,113		
Total Deferred Outflow of Resources	277,113		
Total ASSETS	160,037,094		
LIABILITIES			
Current Liabilities			
Accounts payable	2,143,884		
Accrued expenses	304,502		
Unearned revenue	5,482,672		
Total Current Liabilities	7,931,058		
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	96,887,331		
NET POSITION			
Beginning net position			
Degining net position	52,054,376		
Total Beginning net position	52,054,376		
Changes in net position	32,03 1,370		
Changes in net position	11,095,387		
Total Changes in net position	11,095,387		
Total NET POSITION	63,149,763		
	, ,- 00		
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 160,037,094		

### Statement of Cash Flows As of 11/30/2023

	Cı	arrent Period	Current Year		
Cash Flows from Operating Activities					
Receipts from vehicle registration fees	\$	_	\$	605,880	
Receipts from interop toll revenues	•	131,779	•	294,102	
Receipts from TPS toll revenues		386,928		772,054	
Receipts from other operating revenues		33,585		59,586	
Payments to vendors		(188,465)		(416,735)	
Payments to employees		(171,509)		(263,112)	
Total Cash Flows from Operating Activities		192,319		1,051,776	
Cash Flows from Capital and Related Financing Activities					
Acquisitions of property and equipment		(11,038)		(53,574)	
Acquisitions of construction in progress		57,364		(3,153,257)	
Payment on interlocal project expenses		(130,706)		(267,947)	
Advances and Interlocal project proceeds		1,931,679		8,540,288	
Total Cash Flows from Capital and Related Financing Activities		1,847,299		5,065,509	
Cash Flows from Investing Activities					
Receipts from interest income		85,466		174,900	
Total Cash Flows from Investing Activities		85,466		174,900	
Beginning Cash & Cash Equivalents					
Deginning Cash & Cash Equivalents		28,101,761		23,934,659	
Ending Cash & Cash Equivalents	\$	30,226,844	\$	30,226,844	

## **Cameron County**

## Regional Mobility Authority

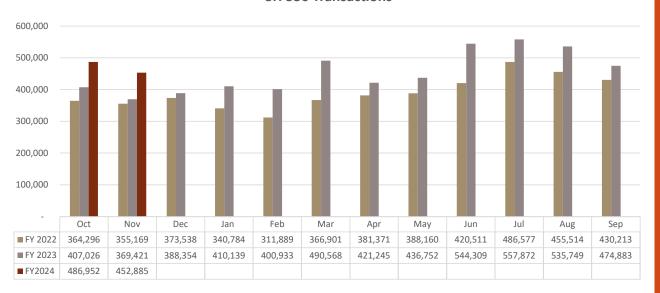
Duncan Collections FY 2024				<b>Duncan Collections</b>		Amount due to					
		<b>Duncan Total</b>	Duncan Reimbursed	(Net of Prepaid Base	Dui	ncan (Violation	Amount due to CCRMA				
Month		Collections	Pre-paid Base Tolls	Tolls)		Fees)		(Violation Fees)	В	ase Toll	Total
Oct-23	\$	30,233	\$ 3,530	\$ 26,703	\$	11,824	\$	14,880	\$	59,866	\$ 74,746
Nov-23		32,967	2,635	30,332		13,201		17,131		39,839	56,970
Total FY'24		63,200	6,165	57,035		25,025		32,011		99,705	131,716





TOLL OPERATIONS REPORT NOVEMBER 2023

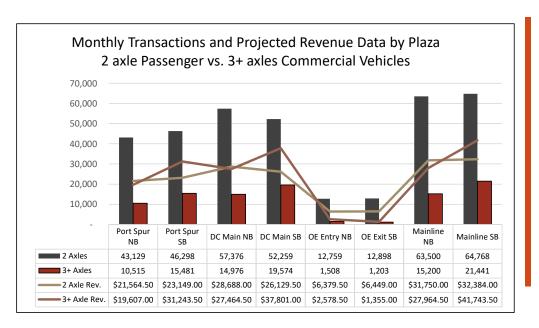
#### **SH 550 Transactions**



FY YEAR	TOTAL
FY 2022	4,674,923
FY 2023	5,437,251
FY 2024* *Through November	939,837

23 % increase compared to November 2022

# SH 550 YEAR-TO-YEAR TRAFFIC COMPARISON



November 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	43,129	10,515	\$ 21,564.50	\$	19,607.00						
Port Spur SB	46,298	15,481	\$ 23,149.00	\$	31,243.50						
DC Main NB	57,376	14,976	\$ 28,688.00	\$	27,464.50						
DC Main SB	52,259	19,574	\$ 26,129.50	\$	37,801.00						
OE Entry NB	12,759	1,508	\$ 6,379.50	\$	2,578.50						
OE Exit SB	12,898	1,203	\$ 6,449.00	\$	1,355.00						
Mainline NB	63,500	15,200	\$ 31,750.00	\$	27,964.50						
Mainline SB	64,768	21,441	\$ 32,384.00	\$	41,743.50						
Total by Axles	352,987	99,898	\$ 176,493.50	\$	189,757.50						
Month Total		452,885	\$		366,251.00						

# NOVEMBER 2023



# NOVEMBER ESTIMATE TAG PENETRATION

		CUSIOP TAGS				PBM	TOLL PLUS		
	DNT	HCTRA	KTA	ОТА	TEX	OTHER	PHARR	FUEGO	<b>Grand Total</b>
Good Tag	5,938	17,829	497	774	52,148		16,015	38,486	131,687
Invalid Tags	1,341	3,226	202	212	10,914		1,685	9,701	27,281
Negative					2,458				2,458
Non Tag						291,459			291,459
Grand Total	7,279	21,055	699	986	65,520	291,459	17,700	48,187	452,885
Percent Inv/Neg	18%	15%	29%	22%	20%		10%	20%	7%
Tag Penetration									36%
Valid Tag Penetratio	n								29%
Estimated PBM 321,2	198								71%
<b>Estimated Pharr Tag</b>	Projected R	evenue							\$ 31,579.00
Estimated Fuego Tag Projected Revenue		Revenue							\$ 25,026.00
Estimated Tag Projected Revenue		е							\$ 52,530.00
Estimated PBM Projected Revenue									\$ 257,116.00

# MEXICAN TRAFFIC REVENUE FY 2024

Month	Transactions	Revenue
October	20,047	\$ (37,285.38)
November	21,975	\$ (43,344.85)
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		
Grand Total	42,022	-\$80,630.23





# 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	55,008	\$28,638.69	\$7,855.18	\$36,493.87
December				
January				
February				
March				
April				
May				
June				
July				
August				
September		_		



# PAYMENT PROCESSING FY 2024

Source	Payment Mode	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Bank												
	Cashier Check												
	Cash	\$2,665.61	\$1,742.68										
000 0	Check	\$14,390.64	\$13,430.00										
CSC Payments	CreditCard	\$50,448.24	\$42,773.18										
	DebitCard	\$40,579.70	\$44,635.06										
	MoneyOrder	\$1,231.28	\$943.56										
	Total Amount	\$109,315.47	\$ 103,524.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		•				•			•	•			
	Bank	\$7,842.95	\$5,561.19										
	CreditCard	\$84,607.86	\$72,694.85										
MED Downsonto	DebitCard	\$127,764.98	\$119,944.86										
WEB Payments	Total Amount	\$ 220,215.79	\$ 198,200.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							•	•		•			
	Combined Total	\$ 329,531.26	\$ 301,725.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TD \$ 631,256.6

# Professional Account Management, LLC a duncan solutions company

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



# **COLLECTIONS FY 2024**

OIII		<b>STAT</b>	F FV	720	124
UU	І ОГ	JIAI	L	ZU	<i>_</i> _+

Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	9,342	\$618,375.79	\$74,745.74
November	6,342	\$421,533.00	\$56,970.00
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
Total	15,684	\$1,039,908.79	\$131,715.74

\$11,784.05 \$4,921.05	\$3,288.14 \$1,124.70	\$8,495.91 \$3,796.35
\$4,921.05	\$1,124.70	\$3,796.35
		' '
\$16,705.10	\$4,412.84	\$12,292.26
		\$16,705.10 \$4,412.84  d accrual of fees. New payments also affect balance.

# CSC PERFORMACE NOVEMBER 2023

## **Total Calls Received: 3,129**

- Answered: 2,985

- Missed: 5 %

#### **TVC Account Settlements**

- 37 Settlements

- Total Amount Collected:

\$9,246.65

- 19 Fuego Registrations

# **Image Review**

- Total Images Processed: 359,962

- Average Image/min: 13

- Average time on IR: 506 hrs.



## 8 Disabled Veterans Enrollments

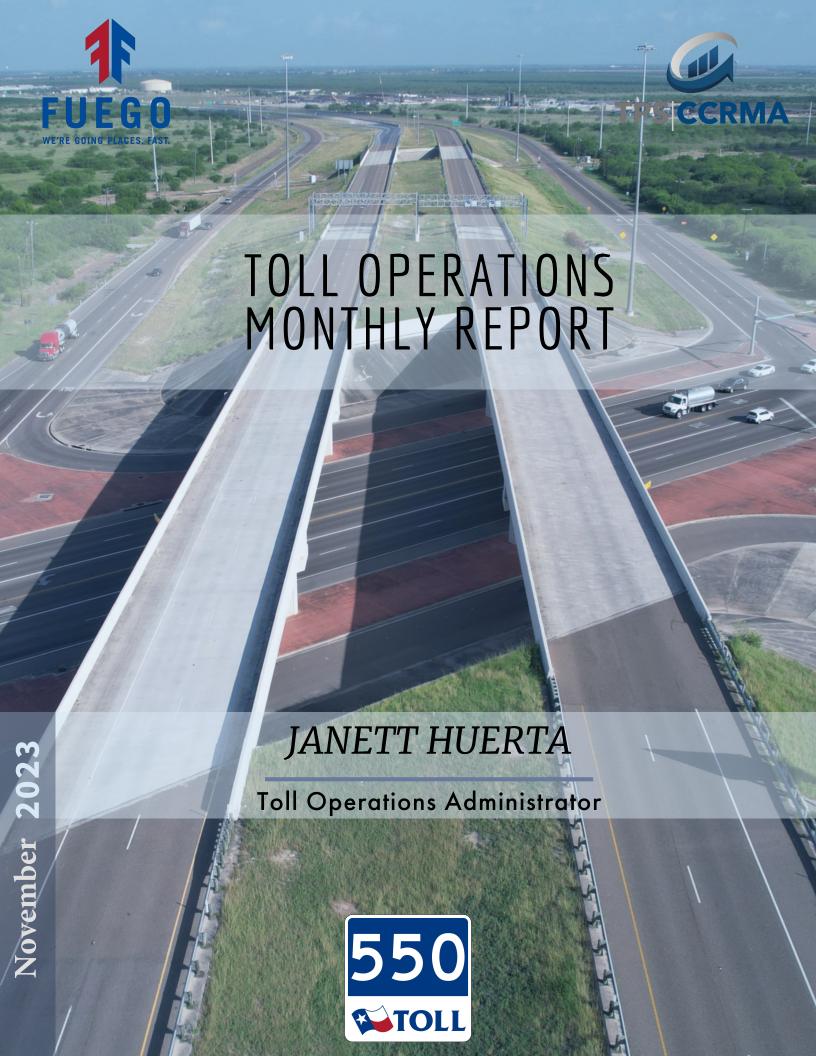






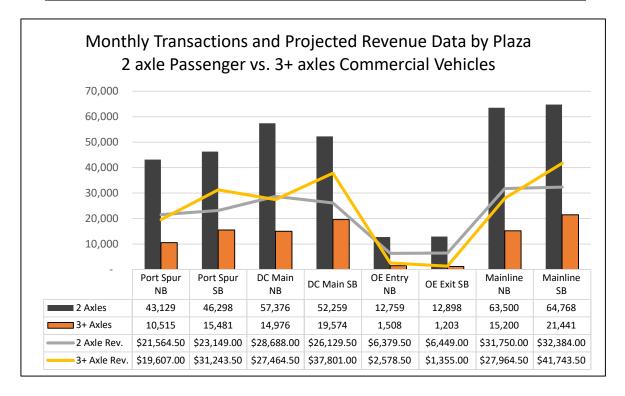


# NOVEMBER 2023 FUEGO ACCOUNTS



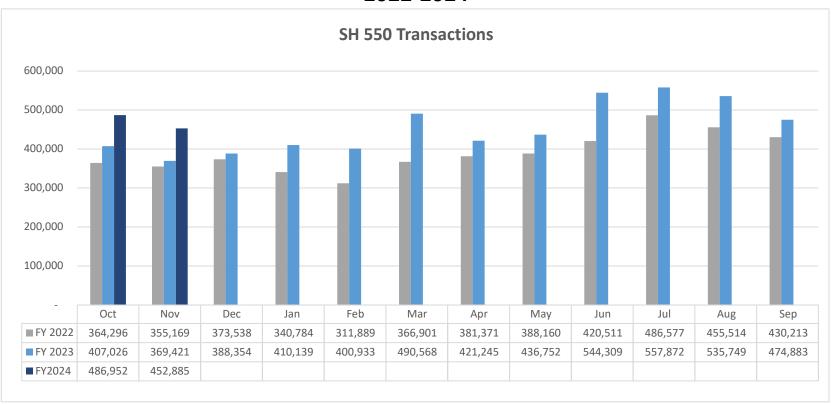


November <sup>*</sup>	November Transaction and Projected Revenue Data by Axle										
2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle											
per Plaza											
Plaza	2 Axles	3+ Axles	2 Axle Rev.	3+ Axle Rev.							
Port Spur NB	43,129	10,515	\$ 21,564.50	\$ 19,607.00							
Port Spur SB	46,298	15,481	\$ 23,149.00	\$ 31,243.50							
DC Main NB	57,376	14,976	\$ 28,688.00	\$ 27,464.50							
DC Main SB	52,259	19,574	\$ 26,129.50	\$ 37,801.00							
OE Entry NB	12,759	1,508	\$ 6,379.50	\$ 2,578.50							
OE Exit SB	12,898	1,203	\$ 6,449.00	\$ 1,355.00							
Mainline NB	63,500	15,200	\$ 31,750.00	\$ 27,964.50							
Mainline SB	64,768	21,441	\$ 32,384.00	\$ 41,743.50							
Total by Axles	352,987	99,898	\$ 176,493.50	\$ 189,757.50							
Month Total		452,885	\$	366,251.00							



# Year to Year Traffic Comparison





FY Year Total								
FY 2022	4,674,923							
FY 2023	5,437,251							
FY 2024*	939,837							
*Through								
November								

# Tag Penetration for the Month

## November 2023

	CUSIOP TAGS				PBM	TOLL	PLUS		
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	<b>Grand Total</b>
Good Tag	5,938	17,829	497	774	52,148		16,015	38,486	131,687
Invalid Tags	1,341	3,226	202	212	10,914		1,685	9,701	27,281
Negative					2,458				2,458
Non Tag						291,459			291,459
									-
<b>Grand Total</b>	7,279	21,055	699	986	65,520	291,459	17,700	48,187	452,885
Percent Inv/Neg	18%	15%	29%	22%	20%		10%	20%	7%
Tag Penetration									36%
Valid Tag Penetration	n								29%
Estimated PBM 321,1	.98								71%
Estimated Pharr Tag	Projected R	evenue							\$ 31,579.00
Estimated Fuego Tag	<b>Projected F</b>	Revenue							\$ 25,026.00
Estimated Tag Projected Revenue								\$ 52,530.00	
Estimated PBM Proje	cted Reven	ue							\$ 257,116.00

# SH 550 Mexican Traffic Revenue FY 2024

	Month	Transactions	Revenue
October		20,047	\$ (37,285.38)
November		21,975	\$ (43,344.85)
December			
January			
February			
March			
April			
May			
June			
July			
August			
September			
<b>Grand Tota</b>	I	42,022	-\$80,630.23

#### **Mexican License Plates Recorded**

5,639

#### # of Transactions

46,104 Total # of Mexican Transactions

42,022 Posted to MX Acct

4,082 Posted to Fuego & TVC (assumption)

939,837 Total Transactions for 2023

4% Percentage of MX Transactions

# Mexican Vehicle Transaction Count by Axle FY 2024

Month	6 Axle	5 Axle	4 Axle	3 Axle	2Axle	<b>Total Transactions</b>
October	4,191	5,746	132	1,720	8,258	20,047
November	6,441	5,332	144	1,047	9,011	21,975
December						-
January						-
February						-
March						-
April						-
May						-
June						-
July						-
August						-
September						-
Grand Total	10,632	11,078	276	2,767	17,269	42,022
3axle +	24,753	59%	•			
2axle	17,269	41%				
<b>Total No. of MX Transactions</b>	42,022			_		

<sup>\*</sup>these transactions are not getting billed

#### **Mexican License Plates Recorded**

5,639

939,837 Total Transactions for FY 2024 4% Percentage of MX Transactions

# **Out Of State Billing and Payments**



#### FY 2024

				535310 100 PM. (************************************		
Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount		
October	782	\$11,784.05	\$3,288.14	\$8,495.91		
November	572	\$4,921.05	\$1,124.70	\$3,796.35		
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						
Total	1,354	\$16,705.10	\$4,412.84	\$12,292.26		

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

# **Collection Transfer and Payments**



## FY 2024

			Toll Processing Services —		
Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA		
October	9,342	\$618,375.79	\$74,745.74		
November	6,342	\$421,533.00	\$56,970.00		
December					
January					
February					
March					
April					
May					
June					
July					
August					
September					
Total	15,684	\$1,039,908.79	\$131,715.74		





2024

													Toll Processing Services
Source	Payment Mode	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Bank												
	Cashier Check												
	Cash	\$2,665.61	\$1,742.68	3									
000 Day	Check	\$14,390.64	\$13,430.00	)									
CSC Payments	CreditCard	\$50,448.24	\$42,773.18	3									
	DebitCard	\$40,579.70	\$44,635.06	5									
	MoneyOrder	\$1,231.28	\$943.56	i									
	Total Amount	\$109,315.47	\$ 103,524.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					•	•	•		•	•			•
	Bank	\$7,842.95	\$5,561.19	)									
	CreditCard	\$84,607.86	\$72,694.85	5									
MED D	DebitCard	\$127,764.98	\$119,944.86	5									
WEB Payments	Total Amount	\$ 220,215.79	\$ 198,200.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		•	•	•	•	•	•	•	•	•	•		
	Combined Total	\$ 329,531.26	\$ 301,725.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	•	•			•	•						YTD	\$ 631,256.64

## Mail Batch Summary Report



#### FY 2024

Month		Toll Bill			1st Notice			2nd Notice			Final Notice		
IVIONIN	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Generated	Completed	Bad Address	Total Generated
October	29,400	29,400	-	17,920	16,988	932	16,501	15,528	973	13,387	12,513	874	77,208
November	20,450	20,450	-	13,001	12,349	652	11,574	10,882	692	12,024	11,216	808	57,049
December			-			-			-			-	-
January			-			-			-			-	-
February			-			-			-			-	-
March			-			-			-			-	-
April			-			-			-			-	-
May			-			-			-			-	-
June			-			-			-			-	-
July			-			-			-			-	-
August			-			-			-			-	-
September			-			-			-			-	-
	49,850	49,850	-	30,921	29,337	1,584	28,075	26,410	1,665	25,411	23,729	1,682	134,257



## **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	173,451	169,460	17,051	5%	359,962
December					-
January					-
February					-
March					-
April					-
May					-
June					-
July					-
August					-
September					-
Total p/Review	336,615	324,780	30,906		
		Total Imag	ges Processed		692,301

## **IMAGE REVIEW OVERVIEW by CSR**

## November 2023

CSR	1st Review	2nd Review	3rd Review	Total
Misread			294	294
Barbara	24,778	13,708		38,486
Cameron				-
Jose Luis	17,637	19,910	1,027	38,574
Juan	20,945	9,842	3,682	34,469
Keyla	33,168	25,712		58,880
Robert	3,365	70,540		73,905
Melissa	14,422	8,180		22,602
Jose	33,822	10,118		43,940
Shelby	17,739	6,731		24,470
Eduardo				-
Mary	524	710	3,237	4,471
Janett	3,237	767	8,649	12,653
Lily	3,814	3,242	162	7,218
		Total Imag	ges Processed	359,962



## **Code Off Report**

#### FY 2024

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

	November Breakdown - Reason Codes													
	Main N	Main S	Port Spur N	Port Spur S	DC N	DC S	OA N	OA S	Total					
Camera Issue	28	60	33	111	48	27	10	28	345					
Image Quality	451	416	1585	1721	433	373	59	153	5,191					
Exempt	383	427	262	270	271	198	130	96	2,037					
Unreadable	707	724	609	725	775	647	117	154	4,458					
Disable Veteran	1332	1404	938	941	1330	1253	821	858	8,877					
Total per Plaza	2,901	3,031	3,427	3,768	2,857	2,498	1,137	1,289	20,908					

#### Code Off Breakdown by Plaza/Lane November 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 Camera Issue 6 19 17 1568 131 241 Image Quality 106 Exempt 172 475 Unreadable 515 736 Disable Veteran Total per Plaza 20,908

**Code Off Rate to Transactions** 

for the month

5%

FY 2024 CSR Monthly Call Report													
CSR Name	October	November	December	January	February	March	April	May	June	July	August	September	Total
Barbara	646	506											1,152
Juan	560	487											1,047
Jose Luis	542	353											895
Keyla	691	334											1,025
Robert	372	261											633
Melissa	123	447											570
Shelby		230											230
Jose Lopez	304	229											533
Mary	111	53											164
Lily	70	73											143
Janett	20	12											32
Cameron	225												225
Eduardo	15												15
Total Answered Calls	3679	2,985											6,664
Missed Calls	192	144											336
Totals Calls Received	3871	3,129											7,000
% Missed	5%	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											56
Juan	28	22											50
Jose Luis	5	5											10
Jose Lopez	2	5											7
Keyla	11	16											27
Robert	19	20											0
Melissa		31											31
Shelby		4											4
Lily	2	5											7
Mary	1												1
Janett	2												2
													0
Eduardo	2												2
Cameron	3												
Total FUEGO Accts Opened by CSR	400	40.5											407
	103	136											197
Total FUEGO Accts													
Opened	172	209											381
Enrollment % in Office	60%	65%		·	·	·	<u> </u>		·	·		·	52%

2-E CONSIDERATION AND APPROVAL OF THE QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING ON NOVEMBER 30, 2023



# **Investment Report**

**TO:** CCRMA Board of Directors

FROM: Victor J. Barron, Controller

DATE: December 15, 2023

**SUBJ: Quarterly Report of CCRMA Investments** 

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

	<u>N</u>	Beginning Market Value		nding Market <u>Value</u>	<u>Term</u>	Average Yield	Interest earned and accrued as of 11/30/23			
2010 Bond Reserves	<u>\$</u>	1,067,439.50	\$	1,078,655.93	Monthly	4.20%	\$	11,216.43		
2010 Bond Reserves		931,489.73		941,277.63	Monthly	4.20%		9,787.90		
	\$	1,998,929.23	\$	2,019,933.56			\$	21,004.33		
		•		Accrued Interest			\$	2,019,933.56		
Required level	of s	ecurity at 102%					_\$_	2,060,332.23		

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



The people you know."

P.O. Box 5555, McAllen, TX 78502

#### RETURN SERVICE REQUESTED

>000703 6121935 0001 92301 10Z

CAMERON COUNTY REGIONAL MOBILITY CAMERON COUNTY REGIONAL
THE BANK OF NEW YORK MELLO
TRUST COMPANY NA TRUSTEE THE BANK OF NEW YORK MELLON 3461 CARMEN AVE RANCHO VIEJO TX 78575-5221

իրոնինակեն,ՈիթուվՈրհակիիՈւդիՈւտիոինիիու

# Statement Ending 11/30/2023

Page 1 of 2

#### Managing Your Accounts Location Harlingen 77 Banking Center IIII 956-428-7400 Telephone 2019 South 77 Sunshine Mailing Address Strip Harlingen, TX 78550 Online Access www.texasregionalbank.com 24/7 Telebank 866-972-5430



Summary of Accounts	1041	The transmission discretization
Account Type	Account Number	Ending Balance
TRB MONEY MARKET PUBLIC FUNDS	1448174	\$1,078,655.93

## **TRB MONEY MARKET PUBLIC FUNDS-1448174**

Account Su	ımmary		Interest Summary	
Date	Description	Amount	Description	Amount
11/01/2023	Beginning Balance	\$1,074,945.16	Interest Earned From 11/01/2023 Throu	igh 11/30/2023
	1 Credit(s) This Period	\$3,710.77	Annual Percentage Yield Earned	4.28%
	0 Debit(s) This Period	\$0.00	Interest Days	30
11/30/2023	Ending Balance	\$1,078,655.93	Interest Earned	\$3,710.77
	,-		Interest Paid This Period	\$3,710.77
			Interest Paid Year-to-Date	\$37,809.26
Other Cred	its			
Date	Description			Amount
11/30/2023	INTEREST AT 4 2000 %			\$3.710.77

Daily Balances		
Date	Amount	
11/30/2023	\$1,078,655.93	

#### Overdraft and Returned Item Fees

the and an area	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



P.O. Box 5555, McAllen, TX 78502

RETURN SERVICE REQUESTED

>000704 6121935 0001 92301 10Z

CAMERON COUNTY REGIONAL MOBILITY THE BANK OF NEW YORK MELLON TRUST COMPANY NA TRUSTEE 3461 CARMEN AVE **RANCHO VIEJO TX 78575-5221** 

յլնիկինդնոնյցցուկույիկնոկիկիկինիկիրիիվ

# Statement Ending 11/30/2023

Page 1 of 2

#### Managing Your Accounts IIII Location Harlingen 77 Banking Center

Telephone

956-428-7400

2019 South 77 Sunshine

Mailing Address Strip

Harlingen, TX 78550

Online Access

www.texasregionalbank.com

24/7 Telebank

866-972-5430



## Summary of Accounts

**Account Type** TRB MONEY MARKET PUBLIC FUNDS **Account Number** 

**Ending Balance** 

1448570

\$941,277.63

#### TRB MONEY MARKET PUBLIC FUNDS-1448570

**Account Summary** Interest Summary Date Description Amount Description

11/01/2023 Beginning Balance \$938,039.47 1 Credit(s) This Period \$3,238.16

0 Debit(s) This Period \$0.00 \$941,277.63 **Ending Balance** 

Amount

Interest Earned From 11/01/2023 Through 11/30/2023 4.28% Annual Percentage Yield Earned Interest Days 30

\$3,238.16 Interest Earned Interest Paid This Period \$3,238.16

Interest Paid Year-to-Date

\$32,993.86

Other Credits

11/30/2023

Amount Date Description 11/30/2023 \$3,238.16 INTEREST AT 4.2000 %

#### **Daily Balances**

Date Amount 11/30/2023 \$941,277.63

#### Overdraft and Returned Item Fees

CYOUR SEVERMENT	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



Cameron Co Regional Mobility Author 3461 Carmen Ave Rancho Viejo, Texas 78575

#### Custodial Letter of Credit Pledge Allocation Pledge Receipt

Pledge Reference #: 20000786-1 Member FHFA ID: 52018 Effective Date: 06/16/2023

Pledge allocation for the above beneficiary has been pledged by

Texas Regional Bank 6770 West Interstate 2 Harlingen, TX 78552

Pledged Amount: \$26,000,000.00

Letter of Credit # 20000786 LOC Maturity Date 02/01/2024 LOC Issue Date 06/16/2023

IN ORDER TO COMPLY WITH 2257.045(C)(2) OF THE TEXAS GOVERNMENT CODE, PROMPTLY, BY THE CLOSE OF BUSINESS TODAY, DELIVER A COPY OF THIS TRUST RECEIPT TO YOUR DEPOSITOR.

2-F CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES AND RELEASE OF CHECKS TO SPAWGLASS FOR THE CAMERON COUNTY VETERAN'S BRIDGE DAP PROJECT.

2-G CONSIDERATION AND APPROVAL OF A JOB ORDER CONTRACTING AGREEMENT WITH NOBLE TEXAS BUILDERS, LLC FOR A ROOF REPLACEMENT ON THE CCRMA ADMINISTRATION BUILDING VIA CONTRACT WITH TEXAS BUYBOARD PURCHASING COOPERATIVE.



November 16, 2023

**BUYBOARD JOC 518-19** 

Hondo Garcia Cameron County RMA 3461 Carmen Ave Rancho Viejo Tx. 78575

**RE: CCRMA Roof Repairs - Emergency** 

Mrs. Garcia

Noble Texas Builders is pleased to provide you our proposal for the Roof repairs at your Facility in Brownsville. Below is an Assumptions and Clarifications based on the information provided to us and our understanding of the proposed scope of work.

#### 1. INCLUSIONS:

- Noble Supervision for duration of project
- Mobilization and staging
- Safety requirements and safety equipment
- Cleanup and removal of all debris from work daily (40YD Dumpster on site by GC)
- Temporary facilities and handwash stations
- Address deficiencies with membrane, penetrations, drainage and coping cap (Please see Report)
- Demolition of the existing roof
- Replace all plywood deck area that are not salvageable
- Furnishing and Installition of 2 layers of 2.6" polyiso board mechanically fastened, covered by 60 mil. Carlisle TPO membrane mechanically fastened on field and fully adhered on parapet walls to meet building codes tested assembly
- Furnishing, installation, and fabrication of a 24 ga. metal coping system on the building perimeter, collecter boxes, downspouts and TPO coated scupper.
- Carlisle Insepctor to honor NDL roof warranty
- 20-year NDL warranty
- 2 year workmanship warranty
- Additional charge of \$7 per square foot will issued if exsiting deck needs over 50% estimated
- Owner Contingecy (Roof plywood)\$10,000 ( ONLY be used with owner's approval)
- Owner Contingecy (Electrical) \$5,000 (ONLY be used with owner's approval)
- Construction of roof crubs/walk pads for rooftop condensing units

#### 2.ASSUMPTIONS AND CLARIFICATIONS

- Work will be performed during normal business hours (M-F/8-5)
- All debris will removed and hauled off location

#### 3. EXCLUSIONS

- Excludes Taxes
- Excludes removal of any electrical or HVAC

#### 4. OWNER SUPPLIED

- Utilities
- Facilities

#### 5. PROPOSED BASE PRICE

Base Price: \$ 135,086

Note: This proposal is valid for thirty (30) days only.



Johnny Martinez
JOC Estimator

## **NOBLE TEXAS BUILDERS, LLC**

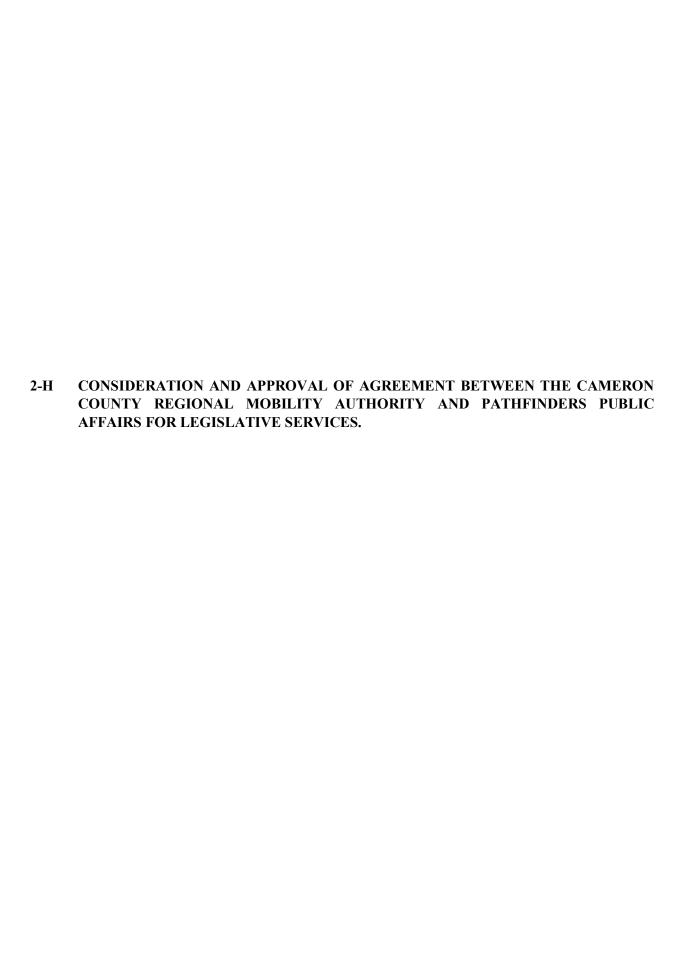
108 S. Main St. La Feria TX, 78559 956.277.0708 (Ph) 956.277.0705 (Fax) 956.730.0205

www.nobletexasbuilders.com

Owner Approva	
Frank Parker, 3	Jr
Chairman	

Ву:		
Date:		

END OF DOCUMENT





#### AGREEMENT FOR CONSULTING SERVICES

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

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

This Agreement is effective as of <u>January 1, 2024</u>. This Agreement will terminate on <u>December 31, 2024</u>, unless terminated earlier in whole or in part by Consultant or the Client. Further, each party may terminate this agreement upon 30-days written notice to the other party.

#### SCOPE OF SERVICES

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

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

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

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

In consideration for such services, all of which are to be personally supervised by Rene A. Ramirez, the Client shall pay professional fees of \$20,000.00 each month for the duration of this contract. In addition, the Client would reimburse the Consultant monthly for any reasonable actual out-of-pocket office or travel expenses provided that such expense receives the prior written approval of the Client's Executive Director and are consistent with the Client's travel policy. If Consultant and the Client both agree that a higher level of service than expected is needed during the legislative session or a special session is called by the governor, Consultant and the Client may renegotiate this contract based on mutually agreeable terms, if necessary, during the term of the contract. Notwithstanding the foregoing, Consultant remains obligated to perform under this Agreement during such renegotiation.

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

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

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

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

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

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

As of the date of this Agreement, the Client and the County intend to enter into that certain Interlocal Agreement between the Client and the County whereby the County will utilize the Client's Consultant during the 88<sup>th</sup> Legislative session, Special Sessions and to prepare for the 89<sup>th</sup> Legislative Session. In the event that the Consultant provides such services to the County, the Client shall not be responsible for any fees or expenses incurred in providing those services to the County. Moreover, such services shall not limit or conflict with the services provided by the Consultant to the Client.

Agreed:		Dated:	
	Rene Ramirez, President		
Agreed:		Dated:	
Č	Frank Parker, Chairman CCRMA		

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

STATE OF TEXAS	§		
	§	Contract No	
COUNTY OF CAMERON	Š		

# INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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

1. LOCATION OF PROJECT: Cameron County, Texas

- 2. PROJECT TO BE COMPLETED: Pursuant to TEX. LOCAL GOV'T CODE § 791.025, to the extent applicable, Cameron County will utilize the CCRMA's Consultant, Pathfinders Public Affairs, to assist with legislation and other issues associated with the 88th Legislative session and the Special Sessions as well as any future Special Sessions and the upcoming 89th Legislative session. Consultant will assist County with any legislative issues that may arise as a result of legislation recently passed during the 88th Legislature. Consultant will report directly to County for any issues associated with the County.
- 3. The cost of the services and the amount of this Interlocal Agreement is \$96,000.00 which will be paid by Cameron County. The funds to be paid by Cameron County will be paid from current revenues of Cameron County. Cameron County will receive monthly reports from the CCRMA's Consultant.
- The rules, regulations and orders of the CCRMA shall govern this Interlocal Agreement and the parties 4. agree that the CCRMA shall supervise the performance of this Interlocal Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative services necessary to fulfill the terms of this Interlocal Agreement.
- 5. The Interlocal Agreement shall have no legal force or effect until such time as it is properly adopted and approved by the Cameron County Regional Mobility Authority Board of Directors and the Cameron County Commissioners Court. The Interlocal Agreement will cover the period from January 1, 2024 and will terminate on December 31, 2024, unless extended by action of both CCRMA and COUNTY.

EXECUTED ON the day of December 2023.	
Eddie Treviño, Jr. Cameron County Judge	Frank Parker, Jr., Chairman Cameron County Regional Mobility Authority
Attested By:	Attested By:
Sylvia Garza Perez, County Clerk	Arturo A. Nelson, Secretary

CONSIDERATION AND APPROVAL OF AN RESOLUTION APPROVING AN **2-J** ADVANCE FUNDING AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FM 1846 WILLIAMS ROAD (NORTH) PROJECT AND AUTHORIZING CHAIRMAN FRANK PARKER, JR. TO SIGN ANY NECESSARY DOCUMENTS AS MAY BE NEEDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND APPROVING THE COSTS ASSOCIATED WITH THE **PRELIMINARY ENGINEERING AND** ENVIRONMENTAL DOCUMENT AS CONTAINED IN THE ADVANCE **FUNDING AGREEMENT** 

### THE STATE OF TEXAS

### **COUNTY OF CAMERON**

### RESOLUTION

BE IT RESOLVED THAT ON THE <u>15th</u> DAY OF <u>DECEMBER</u>, 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 Approving an Advance Funding Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the FM 1846 Williams Road (North) Project and Authorizing Chairman Frank Parker, Jr. to Sign any Necessary Documents as may be Needed by the Texas Department of Transportation and Approving the costs associated with the preliminary engineering and environmental document as contained in the Advanced Funding Agreement."

- 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 Preliminary Engineering and Environmental Document for the FM 1846 Williams Road (North) Project; and
- WHEREAS: Cameron County Regional Mobility Authority by this Resolution authorizes Chairman Parker to execute an Advance Funding Agreement for Preliminary Engineering and Environmental Document for the FM 1846 Williams Road (North) Project; and
- WHEREAS: this Advance Funding Agreement will authorize the use of Local Participating (Category 3) funds for the above mentioned tasks for the FM 1846 Williams Road (North) Project; and
- **WHEREAS:** the Local Participating (Category 3) funds do not require a local 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 Chairman Parker to execute said Advance Funding Agreement and any other documents required by TxDOT.

Passed, Approved and Adopted on this 15th day of December, 2023.

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

-	FRANK PARKER, JR. CHAIRMAN	
MICHAEL F. SCAIEF VICE CHAIRMAN	ARTURO A. NELSON SECRETARY	
AL VILLARREAL FREASURER	MARK ESPARZA DIRECTOR	
LEO GARZA DIRECTOR	JULIE GUERRA-RAMIREZ DIRECTOR	

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-0	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	CSJs 1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name		FM 1846		AFA No	t Used For Research & Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

# ADVANCE FUNDING AGREEMENT For Metropolitan and Urban Area Corridor Project On-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 the **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 116522 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Widening FM 1846 to a four lane divided rural with a left turn lane. 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

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CCSJ#	1065-02-0	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	CSJs 1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name		FM 1846		AFA No	t Used For Research & Development

Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

**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	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	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 Widening FM 1846 to a four lane divided rural with a left turn lane.

### 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

TxDOT:				Federal Highw	vay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	GJs 1065-02-042			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name		FM 1846		AFA No	t Used For Research & Development

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.

- 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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	CSJs 1065-02-042			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name		FM 1846		AFA No	t Used For Research & Development

- 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 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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	Js 1065-02-042			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		FM 1846		AFA No	t Used For Research & Development

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.

# 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

TxDOT:				Federal Highw	vay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	Js 1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1		FM 1846		AFA No	t Used For Research & Development

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.

# 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

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-0	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	CSJs 1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name		FM 1846		AFA No	t Used For Research & Development

environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the 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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-04	<b>42</b>		CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

# 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.

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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64# 60338			
Project Name FM 1846		AFA No	t Used For Research & Development		

- 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 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.
- 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

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-0	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-0	42		CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

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:

Local Government:	State:
Cameron County Regional Mobility Authority ATTN: 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.

TxDOT:					Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707		CFDA No.	20.205
AFA CSJs	1065-02-04	12			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338			
Project Name FM 1846			AFA No	t Used For Research & Development		

# 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.

# 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. <u>Compliance with Regulations:</u> 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. <u>Nondiscrimination:</u> 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.

TxDOT:				Federal Highw	vay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

- 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 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. Incorporation of Provisions: The Local Government will include the provisions of
- F. 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:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), Α. (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- В. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

TxDOT:				Federal Highw	vay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

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).
- 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.
- 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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

- 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 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 <a href="http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou">http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou</a> 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

TxDOT:				Federal Highw	vay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042		CFDA Title	Highway Planning and Construction	
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

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 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: <a href="http://www.gpo.gov/fdsys/pkg/FR-2010-09-">http://www.gpo.gov/fdsys/pkg/FR-2010-09-</a>

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-04	42		CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

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:
  - 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 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/
  - 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 <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>; 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.
- 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.

TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-04	42 AFA ID	Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-04	42		CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	60338		
Project Name FM 1846		AFA No	t Used For Research & Development		

# 32. Signatory Warranty

THE STATE OF TEXAS

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.

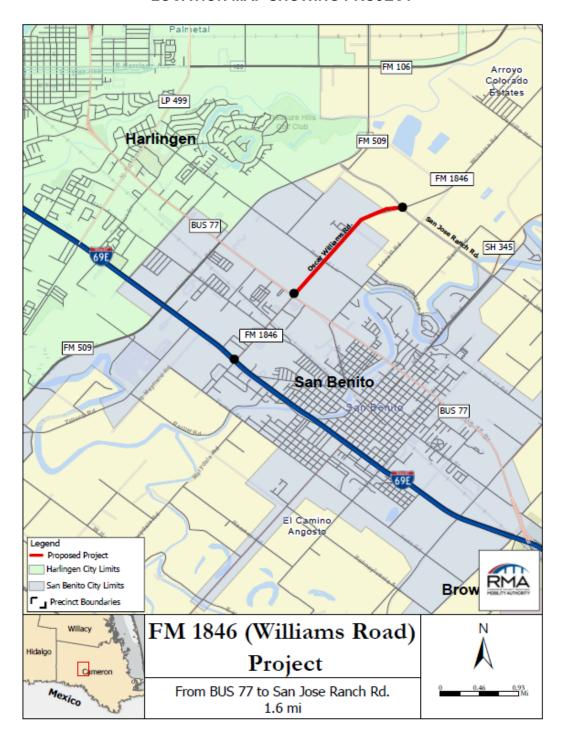
Signature	Signature
Kenneth Stewart	Frank Parker Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	CCRMA Chairman
Typed or Printed Title	Typed or Printed Title
Date	Date

THE LOCAL GOVERNMENT

TxDOT:					
CCSJ#	1065-02-0	1065-02-042		Z00008707	
AFA CSJs	1065-02-042				
District #	Pharr-21	Code Chart 64#		60338	
Project Name		FM	1 1846		

Federal Highway Administration:				
CFDA No.	CFDA No. 20.205			
CFDA Title Highway Planning and Construction				
AFA Not Used For Research & Development				

# ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highw	ay Administration:
CCSJ#	1065-02-042 AFA ID Z00008707			CFDA No.	20.205	
AFA CSJs	1065-02-0	1065-02-042			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64# 60338				
Project Name FM 1846			AFA Not Used For Research & Development			

# ATTACHMENT B PROJECT BUDGET

The Local Government's participation will be limited to providing the preliminary engineering and environmental document. The estimated cost for these services is \$773,400. The Local Government will be responsible for 100% of the cost of these services.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
Preliminary Engineering (by Local Government)	\$773,400	0%	\$0	0%	\$0	100%	\$773,400
Subtotal	\$773,400		\$0		\$0		\$773,400
Indirect State Cost (4.6%)	\$35,576	0%	\$0	100%	\$35,576	0%	\$0
TOTAL	\$809,976		\$0		\$35,576		\$773,400

The Local Government will be responsible for any above and beyond cost incurred by the State due to erros and omissions in the design plans provided by the Local Government.

The Local Government will complete and submit the Schematic Guide Checklist, shown as Attachment D, to the State along with the schematic, and electronic files in dgn format created using the Open Roads design software (SS4).

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TxDOT:				Federal Highw	ay Administration:
CCSJ#	1065-02-042 AFA ID		Z00008707	CFDA No.	20.205
AFA CSJs	1065-02-042			CFDA Title	Highway Planning and Construction
District #	Phar-21	Code Chart 60338			
Project Name FM 1846		AFA Not Used For Research & Development			

# ATTACHMENT C RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

2-K CONSIDERATION AND AUTHORIZATION TO APPROVE WORK AUTHORIZATION NO. 07 BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND GDJ ENGINEERING FOR THE STENGER SIDEWALK PROJECT IN SAN BENITO.

### **WORK AUTHORIZATION**

### WORK AUTHORIZATION NO. 7

This Work Authorization is made as of this <u>15<sup>th</sup></u> day of <u>December</u>, 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: *Stenger Road TASA Project*.

# 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 as shown on **Exhibit 2.** 

*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 \$229,838.95, based on the attached fee estimate as shown in **Exhibit 1.** Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method: Lump Sum payment method.

# 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
Ву:	Frank Parker, Jr.	By:	Robert Macheska
Signature:		Signature:	Tell-
Title:	Chairman	Title:	Exec. VP/COO
Date:	December 15, 2023	Date:	December 15, 2023

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

# 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:	Stenger Road TASA Project				
LENGTH:	1.1 Miles				
HIGHWAY:	Stenger Road				
LIMITS:	W. Business 77 to Fannin Street				
Surface Tre Overlay Rehabilitation Convert No Widen Free Widen Non- New Location New Location Interchange Bridge Widen Bridge Repl Upgrade to Upgrade to	ne Project Classification) atment  on Existing Road (Scarify & Reshape) n-Freeway to Freeway way -Freeway on Toll Freeway on Non-Freeway (New or Reconstruct) ening or Rehabilitation				
ENGINEER shall mean GD	J Engineering.				
I DA chall mean CCDMA					

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

#### **ROUTE AND DESIGN STUDIES**

(Function Code 110)

#### **ROUTE AND DESIGN STUDIES:**

The ENGINEER will perform any of the following tasks needed for the route and design studies:

- 1. Develop Roadway Design Criteria
- 2. Prepare the Design Schematic
  - a. Horizontal and Vertical Alignment
  - b. Schematic Layout
    - i. Identify the location of intersections as applicable.
    - ii. Develop vertical and horizontal alignment. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of reviewing the schematic.
    - iii. Show the location and text of the proposed guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
    - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed.
    - v. Identify the tentative ROW limits
      - 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
      - 2. Provide a graphics file containing the approved schematic.
    - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections.
    - vii. Label the direction of traffic flow on all roadways.
    - viii. Identify the location and width of any proposed median openings for highways without access control.
- 3. Coordinate and Attend a Preliminary Design Concept Conference
- 4. General Guidelines for Project Development
  - a. A preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. The schematic layout shall be submitted through the district to the Design Division for approval. No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
  - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
  - d. Handling of traffic during construction shall be a consideration in the development of the schematic.
  - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only

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

- photographs of the schematic and other displays shall be submitted with the public hearing data
- f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
- g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.
- 5. Geotechnical Investigations, Engineering & Report
  - a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration and test procedures will be performed in general accordance with the latest Texas Department of Transportation Geotechnical Manual and TEX methods (or ASTM methods as required).
  - The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
     The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design (lime percentage, salvage, thicknesses,

# etc...) SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC

**INVOLVEMENT** (Function Code 120)

- 1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
- 2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
  - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.\*
  - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
- 3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
  - a. Historic Structure Studies
    - A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
  - b. Archeological Studies
    - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State

# EXHIBIT "1"

# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
- ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
- iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

### 4. Technical Reports

Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) (LPA to perform any WPD tasks) and prepared in accordance with the TxDOT Environmental Toolkit.

# a. Biological Assessment

i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.

#### b. Water Resources

i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.

# c. Community Impact Analysis

- i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
- 5. General Guidelines for Preparation of Environmental Documents
  - a. All technical reports will be submitted electronically to TxDOT.
  - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys), if required, will be submitted electronically to TxDOT.
  - c. The draft administratively complete document will be submitted to TxDOT electronically.
  - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
  - e. The administratively complete document will be submitted to TxDOT electronically.
  - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
  - g. Exhibits in the environmental document shall be color copies and text shall be black and white.

# **RIGHT-OF-WAY DATA**

(Function Code 130)

**NOTE:** No work involving right-of-way (ROW) data is to be performed until the LPA has given the ENGINEER written approval of the final location of the proposed ROW lines.

The ENGINEER shall perform the following Right-Of-Way Data duties:

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

- 1. Provide Ownership Data in a .dgn file
  - a. For the entire project limits
  - b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
  - c. For each drainage outfall property
  - d. For each irrigation structure pipe

#### 2. Parcel Plats

- a. Parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).

# 3. Utilities (Compensable)

a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

#### 4. Field Notes

- a. Field notes and plats shall be provided, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map.
- b. Computation sheets for survey closure and area of each parcel shall be provided.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and ROW maps
- 5. Survey and Stake Right-of-Way
- 6. Records as required by the LPA and State
  - a. Records used to establish property ownership

#### PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

# SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

# FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

# **GENERAL**

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating

# EXHIBIT "1"

# SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

procedures and according to the Texas Board of Professional Land Surveying Practices Act.

- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

### PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
- a. Month(s) and year abstracting was performed upon which the map is based.
- b. Month(s) and year field surveys were conducted upon which the map is based.
- c. Month and year map was completed by the SURVEYOR.
- 1. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

# FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:

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

- (1) State, county, and city within which the proposed parcel of land to be acquired is located.
- (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
- (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
  - (1) A point of commencing (outside property corner).
  - (2) A point of beginning on proposed R.O.W. line.
  - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
  - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
  - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
  - (6) Note referencing parcel plat.

### FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

# TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

- 1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
  - a. Establish Horizontal Control Points
  - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

- 2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
  - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
  - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
  - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
  - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

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

# 3. Other Field Surveying

- a. The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
- b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
- c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
- d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
- e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
- f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
- g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
- Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
  - i. Horizontally The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
  - ii. Vertically The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

# k. Additional Field Surveying as shown below:

- i. Irrigation Lines The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
- ii. Outfalls The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

#### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

#### 1. Driveways and Turnouts

- i. Inventory commercial entrances, public roads and side streets separately.
- ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
- iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
- iv. Obtain width at ROW line
- v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

#### **ADDITIONAL RESPONSIBILITIES**

#### A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

#### B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

#### C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

#### D. <u>MEETINGS:</u>

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

#### E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

#### F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

#### **ROADWAY DESIGN CONTROLS**

(Function Code 160)

#### **ROADWAY DESIGN:**

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

- 1. Geometric Design
  - a. Horizontal Alignment
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
  - c. Handling of traffic during construction shall be a consideration in the development of designs.
- 2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
- 3. Grading Design
  - a. Refine the horizontal alignment including the following items
    - i. Typical Sections
    - ii. Design Cross Sections
    - iii. Determine Cut and Fill Quantities

#### **DRAINAGE**

(Function Code 161)

#### **DRAINAGE DESIGN:**

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

- 1. Layout, Structural Design and Detailing of Drainage Features
  - a. Culverts
    - i. New Culverts
    - ii. Culvert widening and/or lengthening
    - iii. Culvert replacements
  - b. Storm Sewers
    - i. New storm sewers
    - ii. Modify existing storm sewers
    - iii. Inlets
    - iv. Manholes
    - v. Trunk lines
  - c. Outfall channel(s) within the ROW
  - d. Outfall channel(s) outside the ROW
  - e. Summary of Quantities
- 2. Storm Water Pollution Prevention Plan (SW3P)

#### SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

#### **PAVEMENT MARKINGS:**

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

- 1. Signing and Markings Layout
  - a. Roadway layout
  - b. Center line with station numbering
  - c. ROW lines
  - d. Culverts and other structures that present a hazard to traffic
  - e. Location of utilities, if not shown on plan and profile
  - f. Existing signs to remain, to be removed, to be relocated
  - g. Proposed signs (illustrated and numbered)
  - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
  - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
  - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
  - k. Quantities of existing pavement markings to be removed
  - 1. Proposed delineators and object markers

#### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- 2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
  - a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
  - b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
  - c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
  - d. The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
  - e. Tentative ROW limits
  - f. Direction of traffic flow on all roadways
  - g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
- 3. Summary of Small Sign Tabulation
- 4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
- 5. Sign Detail Sheets
  - a. All signs except for route markers
  - b. Design details for large guide signs
  - c. Dimensions of letters, shields, borders, corner radii, etc.
  - d. Designation of shields attached to guide signs
  - e. Designation of arrow used on exit direction signs

#### MISCELLANEOUS ROADWAY

(Function Code 163)

#### TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

- 1. The Sequence of Construction and method of handling traffic during each phase
- 2. Roadway layout
- 3. Center line with station numbering
- 4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
- 5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
- 6. Where detours are provided, typical cross sections shall be shown.
- 7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

#### **COMPUTE AND TABULATE QUANTITIES:**

The ENGINEER will provide a summary of quantities sheet in the plans.

#### **PROJECT ESTIMATE:**

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

#### **SPECIFICATIONS AND GENERAL NOTES:**

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

#### PROJECT MANAGEMENT

(Function Code 164)

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

The ENGINEER shall assist and coordinate with LPA 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.

#### CONSTRUCTION PHASE SERVICES

(Function Code 320)

The ENGINEER will provide engineering services for the letting of the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

#### **CONSTRUCTION BIDDING:**

- 1. The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2. The ENGINEER will assist the LPA in the development of the Bid Documents for the purpose of providing to potential bidders to the project.
- 3. The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

#### ADDITIONAL RESONSIBILITIES

#### **EASEMENTS, LETTERS OF PERMISSION, ETC.:**

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

#### **MEETINGS:**

Meetings may be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

#### SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

#### PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

#### **DESIGN RESPONSIBILITIES:**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

- 1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
  - 2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
  - 3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

#### **DOCUMENT AND INFORMATION EXCHANGE:**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc...). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

#### **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

### Stenger Road TASA Project - CCRMA

99	MANHOURS											
Stenger Road TASA Project (From West Business 77 to Fannin Street) Cameron County Regional Mobility Authority	Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
TASK												
Preliminary Engineering												
1 Data Collection			4			8	8	8	12		40	\$ 3,423.24
2 Feasability Study/Alternatives		•		SI	EE SUBCONSUL	TANT FEE SC	HEDULE (PAGE 1 (	OF 5)	•			\$ 3,210.66
3 Geometric Schematic Work												
3A Import Survey Data into Schematic File & Analyze Data			2	2		2	4		8		18	\$ 1,645.68
3B Design Plan View Layout		1	2			4	4		8		19	\$ 1,678.72
3C Detail Plan View Layout		1	2			4	4		8		19	\$ 1,678.72
3D Design Profile View Layout		1	2			4	4		8		19	\$ 1,678.72
3E Detail Profile View Layout		1	2			4	4		8		19	\$ 1,678.72
3F Develop Proposed Cross Section Roll Plot for Schematic Purposes		1	2			4	4		8		19	\$ 1,678.72
4 Corridor & Route Alternatives		•		SI	EE SUBCONSUL	TANT FEE SC	HEDULE (PAGE 1 (	OF 5)	•			\$ 3,210.66
5 Development of Typical Sections		2	4			4	8	,			18	\$ 1,921.60
6 Aerial Mapping/Survey		•		SI	EE SUBCONSUL	TANT FEE SC	HEDULE (PAGE 2 (	OF 5)	•			\$ 23,464.36
7 Geotechnical Studies							EDULE (PAGES 3-4					\$ 40,792.35
8 Hydrolgoic/Hydraulic Studies		4	8			12	8	,	8		40	\$ 3,936.08
Traffic Studies				•	•	TASK NOT NE	EDED		•			\$ -
9 Project Cost Estimates		1	4			4					9	\$ 998.88
10 Engineering Summary Report		1	4			2					7	\$ 853.36
11 Quality Assurance/Quality Control		2	6								8	\$ 1,137.84
12 LGPP Checklist for Preliminary Engineering		1	2	2							5	\$ 694.64
DOTT CHECKING TO THE MINISTER PROPERTY.												+
Subtotal (Preliminary Engineering)	0	16	44	4	0	52	48	8	68	0	240	\$ 93,682.95
Environmental				4	1.5	10					40	D 2515.75
13 Data Collection				4	16	12	FDFD	8			40	\$ 3,646.56
Environmental Work Plan (WPD I & II)						TASK NOT NE						\$ -
CE, EA, EIS Environmental Document		T		<u> </u>		TASK NOT NE	EDED		1			\$ -
14 Perform Species Analysis				4	40			24			68	\$ 6,467.84
Surface Water Analysis/Wetland Delineation				4	56	<u> </u>		4			64	\$ 6,414.88
16 Technical Report - Cultural Resources		T		SE		TANT FEE SCH	HEDULE (PAGES 5			,		\$ 6,825.00
17 Technical Report - Hazardous Materials Initial Site Assessment				4	40			2			46	\$ 4,662.96
18 Technical Report - Community Impacts				4	40			4			48	\$ 4,827.04
Technical Report - Air Quality				_		TASK NOT NE	EDED					\$ -
19 Public Involvement/Meeting		2	2	4	36	4	4	24	8	24	108	\$ 9,222.72
20 USACE Coordination & Permitting			2	4	24	16		4			50	\$ 4,681.20
21 Technical Report - Section 4(f)			2	4	32	16		2			56	\$ 5,311.04
Subtotal (Environmental)	0	2	6	32	284	48	4	72	8	24	480	\$ 52,059.24



### "Exhibit 1" Fee Estimate

### Stenger Road TASA Project - CCRMA

21191119						N	IANHOURS						
Stenger Road TASA Project (From West Business 77 to Fannin Street) Cameron County Regional Mobility Authority	Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours		Line Item Cost
TASK				+								<del> </del>	
IASK												<del>                                     </del>	
ROW & Utilities													
22 Data Collection				2		8	4	4	8		26	\$	2,132.56
23 ROW Mapping			RC	W MAPPING CO	OST = \$4,304.94/	PARCEL (TOT.	AL FEE TBD PEND	NG PARCEL CO	UNT)			\$	-
24 ROW Coordination	1	4	6			16					27	\$	2,771.72
25 Subsurface Utility Engineering (SUE)		-		S	EE SUBCONSUI	TANT FEE SC	HEDULE (PAGE 2 (	OF 5)				\$	4,217.93
26 Utility Coordination	1	2	4	24					8		39	\$	4,773.48
27 ROW Cost Estimates	1	2	4			8					15	\$	1,607.48
28 Utility Cost Estimates	1	2	4	8							15	\$	2,083.96
Subtotal (ROW & Utilities)	4	10	18	34	0	32	4	4	16	0	122	\$ 1	17,587.13
Plans, Specifications & Estimate (PS&E)													
Design Conference	1	2	2	2	4	4					15		1,700.20
Environmental Permits, Issues & Commitments (EPIC)			4	2	8	8			2		24	\$	2,339.42
Hydrologic Studies						TASK NOT NE	EEDED					\$	-
Final Alignments	1	4	8	2		12	8		12		47	\$	4,652.32
Roadway Design													
32A Roadway Geometric Design		4	6			12	8		12		42		3,944.44
32B Develop & Detail Final Profiles		4	6			12	8		12		42		3,944.44
32C Develop Final Cross Sections		4	8			16	8		12		48	_	4,513.32
32D Develop Plan & Profile PS&E Sheets		4	8			18	8		12		50		4,658.84
32E Detail Removal Items		4	4			18	8		12		46		4,103.16
Roadway Design Coordination Efforts (TxDOT, City, County, etc)		8	8	4						4	24	\$	3,078.08
Drainage Design													
Develop & Detail Utiltiy & Drainage (U&D) PS&E Sheets	1	2	8			12	16		81		120		9,790.87
Utility Accomodation and Conflict Resolution	1	2	8	8						2	21		2,749.72
Drainage Design Coordination Efforts (Drainage District, Irrigation District)	1	4	8	12						2	27	\$	3,583.32
Bridge Design/Structures						TASK NOT NE						\$	-
34 Traffic Control Plan				S	EE SUBCONSUL	TANT FEE SC	HEDULE (PAGE 1 (	OF 5)					5,080.70
35 Design Review	1	2	16	8							27		3,751.00
36 Cost Estimate	1	2	16			6					25		3,129.00
37 Bid Package	1	2	8								11	_	1,581.08
38 Letting	1	4	6			8					19	_	2,189.64
39 LGPP Checklist for Design & Bid Documents	2	2	4	4							12	\$	1,720.08
Subtotal (Plans, Specifications & Estimate (PS&E))	11	54	128	42	12	126	64	0	155	8	600	\$ 6	<mark>66,509.63</mark>
Total Hours	15	82	196	112	296	258	120	84	247	32	1442	世	
Johan Hanna	15	02	107	110	207	450	120	0.4	247	22	1442	<b></b>	
Labor Hours Contract Pote	15	\$2	196	\$ 112	\$ 00.24	258	120	\$4	247	\$ 55.04	1442	+	
Contract Rate  Extel Lober Costs	\$ 165.40		\$ 138.92								¢ 142.027.20	Ф 22	00 020 05
Total Labor Costs	\$ 2,481.00	<b>p</b> 12,477.12	\$ 21,228.32	p 14,819.84	\$ 29,375.04	D 18,772.08	8 \$ 11,558.40	\$ 6,891.36	\$ 17,672.85	\$ 1,761.28	\$ 143,037.29	$\mathfrak{P}$ 22	29,838.95

LINE ITEM EXPENSES

N/A

**Total Expenses** 

**GDJ Engineering Total Cost** 

#### SUBCONSULTANT FEE SCHEDULE PAGE 1 of 5

#### TEDSI INFRASTRUCTURE GROUP

"Attachment D"

Fee Estimate

Stenger Road from W. BUS 77 to Fannin St. (Approx. 1.1 miles)

Fee Brown and Took Description	Project Principal	Project Manager	Quality Manager	Senior Engineer	Design Engineer	Senior Engineer	Administrative/	TOTAL LABOR	COST P	ER
Fee Proposal Task Description						Tech	Clerical	HOURS	TASK	
Feasibility Study / Alternatives		1		4	8	8		21	\$	3,210.66
Corridor & Route Alternatives		1		4	8	8		21	\$	3,210.66
Traffic Studies		0		0	0	0	0	0	\$	-
TCP		1		8	12	12		33	\$	5,080.70
Total Labor Hours	0	3	0	16	28	28	0	75		
Contract Rate	\$300.17	\$264.62	\$244.11	\$198.51	\$152.83	\$116.17	\$70.30			
TOTAL LABOR COSTS	\$0.00	\$793.86	\$0.00	\$3,176.16	\$4,279.24	\$3,252.76	\$0.00	\$11,502		

#### SUBCONSULTANT FEE SCHEDULE PAGE 2 of 5

Project: Stenger Road TASA Project (1.1 Miles)
County: Cameron County, Texas
From: US BUS 77
To: Fanin Street

Description of Work: Row Mapping (FC130)/ Design Survey (FC 150)/ SUE Level A Test Holes

TASK AND DESCRIPTION  FC 130 Right of Way Mapping, FC 150 Field Surveying, SUE Level A	Sr. RPLS/ Principle	Project RPLS	Sr. Survey Technician	Survey Technician	3-man Survey Crew	2-man Survey Crew	Lidar/UAS Technician	Abstractor	Admin/ Clerical	Total Hours	Cost
HOURLY	·	\$112.53	\$77.00	\$61.60	\$160.16	\$135.52	\$86.24	\$59.23	\$49.28		
11001121	VIII	722.00	ψ. i.i.oc	<b>402.00</b>	Ψ200.20	<del> </del>	¥00.12.1	<b></b>	ψ 151 <b>2</b> 0		
FC-130 Right of Way Mapping (Parcel Count to Be Determined)			*No	te FC 130 Cost No	t Included in Total Fe	e- Parcel Count to B	Determined				
I. Parcel Exhibits (Per Parcel Fee)											-
A. Exhibits	2	4	8	24		4		4	4	50	\$ 3,804.94
B. Title Report (Per Parcel)											\$ 500.00
Subtotal I	ours 2	4	8	24	0	4	0	4	4	50	
Subtota	Cost \$284.30	\$450.12	\$616.00	\$1,478.40	\$0.00	\$542.08	\$0.00	\$236.92	\$197.12		\$ 4,304.94
FC 150- Design Surveys											
I. Horizontal and Vertical Control											
A. Field 5/8" iron rods with plastic cap set in concrete every 1000'		1	1		12					14	\$ 2,111.45
B. RTK- GPS			1	2		6				9	\$ 1,013.32
C. Level Loops			1	2		12				15	\$ 1,826.44
II. Design Surveys (Field Data Collection, Photogrammetry, Lidar Extraction)											
A. Cross Sections (Roadway and Drainage)			2	2		16	2			22	\$ 2,618.00
B. Structures (Irrigation, Drainage, Inverts, Bridges, Resacas)			2	2		8	2			14	\$ 1,533.84
C. Utility Investigation			2	2				4	0	8	\$ 514.12
D. Abstracting								4	0	4	\$ 236.92
E. Field Property corner Recon			4	4		16				24	\$ 2,722.72
F. Abstract Map/Base Map	1	4	6	12					0	23	\$ 1,793.47
G. ROW Staking	1	2	6	6		16				31	\$ 3,367.13
H. Right of Entry									0	0	\$ -
I. Aerial Survey/UAS						8	8			16	\$ 1,774.08
1. Mobilization (One Time Fee)											\$ 500.00
III. Final Report and Deliverables	<u> </u>				T	T	Γ	1	T		
A. CADD file (2D & 3D) for limits of project				4					0	4	\$ 246.40
B. Final Report and Deliverables	1		2	4			4	2	0	13	\$ 1,005.97
C. Horizontal/ Vertical Control Sheets	1		2	4					0	7	\$ 542.55
D. Survey Report	1	4	2	2					16	25	\$ 1,657.95
Subtotal I	ours 5	11	31	46	12	82	16	10	16	229	
Subtotal	Cost \$710.75	\$1,237.83	\$2,387.00	\$2,833.60	\$1,921.92	\$11,112.64	\$1,379.84	\$592.30	\$788.48		\$ 23,464.36
		1	<u> </u>	T	T	Т	<u> </u>				
SUE Level A Test Holes (Est. 10 Per Mile)											
I. Test Holes						ļ					
A. Data Collection/ Field Verification		1	8			24		4		37	\$ 4,217.93
Subtotal I	ours 0	1	8	0	0	24	0	4	0	37	
Subtota	Cost \$0.00	\$112.53	\$616.00	\$0.00	\$0.00	\$3,252.48	\$0.00	\$236.92	\$0.00		\$ 4,217.93
			_		1						
Total Fee FC 150 and SUE Lev	<b>A</b> \$710.75	\$1,350.36	\$3,003.00	\$2,833.60	\$1,921.92	\$14,365.12	\$1,379.84	\$829.22	\$788.48	266	\$ 27,682.29

#### SUBCONSULTANT FEE SCHEDULE PAGE 3 of 5

### Stenger Road Transportation Alternatives Set Aside Project CCRMA

Millennium Engineers

TACK DESCRIPTION	Unit	Hourly Rate	Estimated Hours		Task Cost
TASK DESCRIPTION					
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours	hour	\$229.15	1	\$	22!
Initial Project Setup				\$	
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	\$229.15	1		22!
8 Project Site Visits	hour	\$229.15	4	\$	916
Coordination of Utilities and Staking Out Boring Locations	hour	\$229.15	2	\$	458
Coordination and Meetings	hour .	\$229.15	2	\$	458
Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$229.15	2	\$	458
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$229.15	2	\$	458
Evaluation of Pavement Criteria	hour	\$229.15	1	\$	229
Pavement Cycle Analyses	hour	\$229.15	0	\$	
Pavement Design Options	hour	\$229.15	0	\$	
Pavement Design - HMAC for Location 1	hour	\$229.15	1	\$	22!
Drilled Shaft Foundation Design and Analysis	hour	\$229.15	2	\$	458
Creation of Final Boring Logs with TCP and Soil Index Testing Data	hour	\$229.15	2	\$	458
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$229.15	3	\$	687
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours					
Initial Project Setup	hour	\$155.23	4	\$	620
Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	\$155.23	4	\$	620
2 Project Site Visits	hour	\$155.23	4	\$	62(
Coordination of Utlities and Staking Out Boring Locations	hour	\$155.23	8	\$	1,24 <sup>-</sup>
Coordination and Meetings	hour	\$155.23	8	\$	1,24
Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$155.23	8	\$	1,24 <sup>-</sup>
Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$155.23	8	\$	1,24
Evaluation of Pavement Criteria	hour	\$155.23	4	\$	620
Pavement Cycle Analyses	hour	\$155.23		\$	
Pavement Design Options	hour	\$155.23		\$	
Pavement Design - HMAC for Location 1	hour	\$155.23	4	\$	620
Drilled Shaft Foundation Design and Analysis	hour	\$155.23	8	\$	1,24 <sup>-</sup>
Creation of Final Boring Logs with TCP and Soil Index Testing Data	hour	\$155.23	8	\$	1,24 <sup>-</sup>
Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$155.23	12	\$	1,862
FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours					
Administrative Hours - Report Preparation and Billing	hour	\$73.92	8	\$	59 <sup>-</sup>
SUB-TOTAL - GEOTECHNICAL ENGINEERING &	ANALYSIS		111	\$	18,28
			SES (FROM BELOW)	\$	3,32 19,18
SUB-TOTAL - GEOTECHNIC	AL EXPLORATIONS AND LAD		AND TOTAL	\$	40,792
DIRECT EXPENSES	Units	Unit Cost	Quantity	Ť	10,102
	Mile	0.58	340	\$	19
Mileage	each	250	2	\$	50
PPE (Protective Equipment)	trip	600	1	\$	60
Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)			2	\$	
Construction Truck	day	125			25
Shelby Tubes Transportation Box	per box	175	4	\$	70
Portable Message Board (Traffic Control)  Geotechnical Report Printing (Estimated at 1 copies) at \$80.00 each	day Print / Sheet	500 80	2	\$	1,00 8
TOTAL DIRECT E		30	'	\$	3,32

# Stenger Road Transportation Alternatives Set Aside Project CCRMA

Millennium Engineers

Limits: West Bus. 77 to Fannin St.

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
OCATION 1 - Williams Road - East of Bus. 77 to San Jose Ranch Road (4 Proposed 10ft. Boring)	LF	\$40.00	40	\$ 1,600.00
OCATION 2 - Roadway and Trail Bridges (2 Proposed 80ft. Boring)	LF	\$40.00	0	\$ _
LOCATION 3 - Traffic Signal Structures (2 Proposed 20ft. Boring)	LF	\$40.00	40	\$ 1,600.00
Texas Cone Penetration (Tex-132-E)	each	\$45.00	20	\$ 900.00
Standard Penetration Test (SPT) (ASTM1586)	LF	\$38.00	16	\$ 608.00
Shelby Push Tubes (ASTM D1587)	LF	\$40.00	16	\$ 640.00
Concrete/AC Patch ~ Proposed on 20 Pavement Borings	each	\$68.00	0	\$ 
Field Technician: Collect Samples ~ Estimated at 10 hour days for 3 days of drilling	hour	\$33.00	30	\$ 990.00
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	\$103.49	6	\$ 620.94
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2 ft. intervals for upper 10 ft, 5 ft intervals thereafter	each	\$17.00	20	\$ 340.00
Atterburg Limits (Tex-104E) ~ Proposed at 2 per boring for pavements and 6 per boring on structures.	each	\$43.00	20	\$ 860.00
Atterburg Limits (Tex-105-E) ~ Proposed at 2 per boring for pavements and 6 per boring on structures.	each	\$43.00	20	\$ 860.00
Atterburg Limits (Tex-106-E) ~ Proposed at 2 per boring for pavements and 6 per boring on structures.	each	\$44.00	20	\$ 880.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements and 4 per boring on structures	each	\$61.00	16	\$ 976.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 5 locations on the pavement borings	each	\$95.00	4	\$ 380.00
Texas Triaxial Compression (Tex 117 E, Part II)	each	\$2,400.00	1	\$ 2,400.00
Consolidated Undrained Triaxial Test (Tex-131-E)	each	\$2,000.00	1	\$ 2,000.00
Consolidation Tests (ASTM D2435)	each	\$640.00	2	\$ 1,280.00
Soil-Lime Testing (Tex-121-E)	each	\$375.00	6	\$ 2,250.00

### SUBCONSULTANT FEE SCHEDULE PAGE 5 of 5

#### Ama-Terra Environmental

		C	OST BREAK	DOWN					
LABOR	Task 1 PCR	Task 2 Backgroun d Studies Report	Admin and Project Mgmt	Total	Unit				
Support Manager	0	0	2	2	hr	\$ 289.00	\$ 578.00		
Quality Manager	1	1	2	4	hr	\$ 172.00	\$ 688.00		
Sr Archaeologist/PI	0	4	0	4	hr	\$ 136.00	\$ 544.00		
Archeologist IV	0	8	0	8	hr	\$ 108.00	\$ 864.00		
Senior Historian	12	0	0	12	hr	\$ 171.00	\$ 2,052.00		
Architectural Historian	4	0	0	4	hr	\$ 137.00	\$ 548.00		
Archeologist III			0	0	hr	\$ 75.21	\$ -		
Sr. Project Controller	0	0	0	0	hr	\$ 88.02	\$ -		
Admin/Clerical	2	2	2	6	hr	\$ 126.00	\$ 756.00		
GIS Operator	2	4	0	6	hr	\$ 131.00	\$ 786.00		
TOTAL LABOR							\$ 6,816.00		
EXPENSES	Task 1 PCR	Task 2 Backgroun d Studies	Admin and Project Mgmt	Total	Unit	Unit Price	Cost		
Mileage			0	0	mile	\$ 0.55	\$ -		
Ŭ	•			0			\$ -		
8 1/2 x 11 Copies, b/w	20	20	20	60	each	\$ 0.15	\$ 9.00		
TOTAL EXPENSES					•	-	\$ 9.00		
TOTAL \$									

Client: CCRMA

### EXHIBIT 2 - PROJECT DEVELOPMENT SCHEDULE Stenger Road Sidewalks

TASK AND DESCRIPTION	ENTITY	2023						20	24					
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MODE TACKS														
WORK TASKS														
Project Planning and Programming														
Coordinate project funding	CCRMA													
AFA coordination with TxDOT	CCRMA													
AFA Approval and Execution	TxDOT													
Schematic, Env & Public Involvement														
Environmental Scoping Meeting	CCRMA													
Public Involvement	CCRMA													
Environmental Document Preparation	CCRMA													
Submit Final Draft Document	CCRMA													
Agency Review & Revisions	TxDOT													
Environmental Decision	TxDOT													
PS&E & Utility Coordination														
PS&E Development	CCRMA													
TxDOT PS&E Approval	TxDOT													
Construction Letting														
Receipt of Bids	CCRMA													

	CCRMA TASK RGVMPO/TxDOT/FHWA TASK TxDOT TASK
Notes:	

2-L CONSIDERATION AND APPROVAL WORK AUTHORIZATION NO. 08
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
AND GDJ ENGINEERING FOR THE CITY OF PRIMERA SIDEWALK
PROJECT.

#### WORK AUTHORIZATION

#### **WORK AUTHORIZATION NO. 8**

This Work Authorization is made as of this <u>15<sup>th</sup></u> day of <u>December</u>, 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: *Primera Road Sidewalk Improvements Project*.

#### 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 as shown on **Exhibit 2.** 

*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 \$348,402.62, based on the attached fee estimate as shown in **Exhibit 1.** Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method: Lump Sum payment method.

#### 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:		Signature:	Tell-
Title:	Chairman	Title:	Exec. VP/COO
Date:	December 15, 2023	Date:	December 15, 2023

#### 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:	Primera Rd Sidewalk Improvements
LENGTH:	2.8 Miles
HIGHWAY:	Primera Road
LIMITS:	Alonzo Rd. to W. US77/I69E. Frontage Rd
Surface Tre Overlay Rehabilitati Convert No Widen Free Widen Non New Locati New Locati Interchange Bridge Wid Bridge Rep Upgrade to Upgrade to X Sidewalk/H	ne Project Classification) atment  on Existing Road (Scarify & Reshape) n-Freeway to Freeway way -Freeway on Toll Freeway on Non-Freeway (New or Reconstruct) ening or Rehabilitation lacement Standards - Freeway Standards - Non-Freeway ike & Bike Project
ENGINEER shall mean GD	J Engineering.
LPA shall mean CCRMA.	

#### **ROUTE AND DESIGN STUDIES**

(Function Code 110)

#### **ROUTE AND DESIGN STUDIES:**

The ENGINEER will perform any of the following tasks needed for the route and design studies:

- 1. Develop Roadway Design Criteria
- 2. Prepare the Design Schematic
  - a. Horizontal and Vertical Alignment
  - b. Schematic Layout
    - i. Identify the location of intersections as applicable.
    - ii. Develop vertical and horizontal alignment. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of reviewing the schematic.
    - iii. Show the location and text of the proposed guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
    - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed.
    - v. Identify the tentative ROW limits
      - 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
      - 2. Provide a graphics file containing the approved schematic.
    - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections.
    - vii. Label the direction of traffic flow on all roadways.
    - viii. Identify the location and width of any proposed median openings for highways without access control.
- 3. Coordinate and Attend a Preliminary Design Concept Conference
- 4. General Guidelines for Project Development
  - a. A preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. The schematic layout shall be submitted through the district to the Design Division for approval. No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
  - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
  - d. Handling of traffic during construction shall be a consideration in the development of the schematic.
  - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only

- photographs of the schematic and other displays shall be submitted with the public hearing data
- f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
- g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.
- 5. Geotechnical Investigations, Engineering & Report
  - a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration and test procedures will be performed in general accordance with the latest Texas Department of Transportation Geotechnical Manual and TEX methods (or ASTM methods as required).
  - b. The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
    - The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design (lime percentage, salvage, thicknesses, etc...)

### SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

- 1. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
- 2. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
  - a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.\*
  - b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.
- 3. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
  - a. Historic Structure Studies
    - A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
  - b. Archeological Studies
    - i. Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State

### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
- ii. Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
- iii. Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

#### 4. Technical Reports

Technical reports will be scoped with TxDOT's Work Plan Development Tool (WPD) and prepared in accordance with the TxDOT Environmental Toolkit.

#### a. Biological Assessment

i. A Species Analysis and Site Assessment will be completed in accordance with the STATE'S guidelines. The assessment shall be provided as a Technical Report and results included in the administratively complete document for the project.

#### b. Water Resources

i. A Surface Water Analysis will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.

#### c. Community Impact Analysis

- i. A Community Impact Assessment will be completed in accordance with the STATE'S guidelines. The analysis shall be provided as a Technical Report and results included in the administratively complete document for the project.
- 5. General Guidelines for Preparation of Environmental Documents
  - a. All technical reports will be submitted electronically to TxDOT.
  - b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys), if required, will be submitted electronically to TxDOT.
  - c. The draft administratively complete document will be submitted to TxDOT electronically.
  - d. The administratively complete document will be prepared in accordance with the content and format of TxDOT Administrative Code 43 TAC §2.48 and the TxDOT Environmental Toolkit.
  - e. The administratively complete document will be submitted to TxDOT electronically.
  - f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client.
  - g. Exhibits in the environmental document shall be color copies and text shall be black and white.

#### **RIGHT-OF-WAY DATA**

(Function Code 130)

**NOTE:** No work involving right-of-way (ROW) data is to be performed until the LPA has given the ENGINEER written approval of the final location of the proposed ROW lines.

The ENGINEER shall perform the following Right-Of-Way Data duties:

- 1. Provide Ownership Data in a .dgn file
  - a. For the entire project limits
  - b. Compensable utility ownership that has property rights on ROW shall be researched and provided.
  - c. For each drainage outfall property
  - d. For each irrigation structure pipe

#### 2. Parcel Plats

- a. Parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).

#### 3. Utilities (Compensable)

a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

#### 4. Field Notes

- a. Field notes and plats shall be provided, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map.
- b. Computation sheets for survey closure and area of each parcel shall be provided.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and ROW maps
- 5. Survey and Stake Right-of-Way
- 6. Records as required by the LPA and State
  - a. Records used to establish property ownership

#### PROJECT SPECIFIC SCOPE OF SERVICES

FC 130 – RIGHT-OF-WAY DATA – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – FIELD SURVEYING FOR PARCEL MAPPING – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

#### SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

#### FC 130 – RIGHT-OF-WAY DATA

Right-of-Way Documents - The SURVEYOR will utilize State examples and provide the following:

#### **GENERAL**

- a. Abstracting: The SURVEYOR will determine Ownership Data.
- b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the State is to acquire.
- c. All procedures involving right-of-way maps will be in accordance with the STATE'S Right-of-Way Book I and Book II, the State's local operating

#### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

procedures and according to the Texas Board of Professional Land Surveying Practices Act.

- d. All required documents will be in English units.
- e. The SURVEYOR will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
- f. The SURVEYOR will provide to the STATE a copy of Instruments of Record.
- g. The SURVEYOR will attach graphics files compatible with the latest version of Micro-Station graphics software.
- h. The SURVEYOR will attach documents or text files compatible with the latest version of Word software.

#### PARCEL PLATS

- a. A parcel plat will be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR will request and secure for all purposes
- b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
- c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
- d. League lines and survey lines will be shown and identified by name and abstract number.
- e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
- f. Monumentation set or found will be shown and described as to material and size.
- g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
- h. Intersecting streets will be shown and identified by name and right-of-way width.
- i. A parent tract inset will be shown for each parent tract.
- j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
- k. Appropriate notes will be included on the title sheet stating the following:
- a. Month(s) and year abstracting was performed upon which the map is based.
- b. Month(s) and year field surveys were conducted upon which the map is based.
- c. Month and year map was completed by the SURVEYOR.
- 1. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
- m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
- n. The acreage of the part taken should be shown to three decimal places, rounded.

#### FIELD NOTE DESCRIPTIONS

A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:

- (1) State, county, and city within which the proposed parcel of land to be acquired is located.
- (2) A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
- (3) A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.
- b. The field note description will continue with a metes and bounds description that will include, as a minimum:
  - (1) A point of commencing (outside property corner).
  - (2) A point of beginning on proposed R.O.W. line.
  - (3) A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
  - (4) A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
  - (5) All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
  - (6) Note referencing parcel plat.

#### FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

#### TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

- 1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
  - a. Establish Horizontal Control Points
  - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

- 2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
  - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
  - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
  - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
  - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

#### 3. Other Field Surveying

- a. The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
- b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
- c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
- d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
- e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
- f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
- g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
- Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
  - i. Horizontally The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
  - ii. Vertically The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

#### k. Additional Field Surveying as shown below:

- i. Irrigation Lines The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
- ii. Outfalls The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.

#### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

#### 1. Driveways and Turnouts

- i. Inventory commercial entrances, public roads and side streets separately.
- ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
- iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
- iv. Obtain width at ROW line
- v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

#### **ADDITIONAL RESPONSIBILITIES**

#### A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

#### B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

#### C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

#### D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's/LPA's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

#### E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

#### F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

#### **ROADWAY DESIGN CONTROLS**

(Function Code 160)

#### **ROADWAY DESIGN:**

The ENGINEER will perform roadway design services for the needed construction repairs along the project limits. The services will include:

- 1. Geometric Design
  - a. Horizontal Alignment
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
  - c. Handling of traffic during construction shall be a consideration in the development of designs.
- 2. Exhibits for Airway/Highway clearance permits (if within airport vicinity)
- 3. Grading Design
  - a. Refine the horizontal alignment including the following items
    - i. Typical Sections
    - ii. Design Cross Sections
    - iii. Determine Cut and Fill Quantities

#### **DRAINAGE**

(Function Code 161)

#### **DRAINAGE DESIGN:**

The ENGINEER will perform drainage design services for the needed construction repairs along the project limits. All hydraulic design shall be in accordance with TxDOT's Hydraulic Manual, except where variances are permitted in writing by the LPA. The services will include:

- 1. Layout, Structural Design and Detailing of Drainage Features
  - a. Culverts
    - i. New Culverts
    - ii. Culvert widening and/or lengthening
    - iii. Culvert replacements
  - b. Storm Sewers
    - i. New storm sewers
    - ii. Modify existing storm sewers
    - iii. Inlets
    - iv. Manholes
    - v. Trunk lines
  - c. Outfall channel(s) within the ROW
  - d. Outfall channel(s) outside the ROW
  - e. Summary of Quantities
- 2. Storm Water Pollution Prevention Plan (SW3P)

#### SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

#### **PAVEMENT MARKINGS:**

The ENGINEER will provide pavement marking layouts for the needed construction repairs along the project limits. The services will include:

- 1. Signing and Markings Layout
  - a. Roadway layout
  - b. Center line with station numbering
  - c. ROW lines
  - d. Culverts and other structures that present a hazard to traffic
  - e. Location of utilities, if not shown on plan and profile
  - f. Existing signs to remain, to be removed, to be relocated
  - g. Proposed signs (illustrated and numbered)
  - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
  - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
  - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
  - k. Quantities of existing pavement markings to be removed
  - 1. Proposed delineators and object markers
- 2. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:

#### EXHIBIT "1"

#### SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- a. The location of interchanges, main lanes, grade separations, frontage roads and ramps
- b. Complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
- c. The number of lanes in each section of proposed highway and the location of changes in number of lanes
- d. The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer)
- e. Tentative ROW limits
- f. Direction of traffic flow on all roadways
- g. Main lane, ramp, frontage road and necessary cross road profiles at proposed interchanges or grade separations
- 3. Summary of Small Sign Tabulation
- 4. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
- 5. Sign Detail Sheets
  - a. All signs except for route markers
  - b. Design details for large guide signs
  - c. Dimensions of letters, shields, borders, corner radii, etc.
  - d. Designation of shields attached to guide signs
  - e. Designation of arrow used on exit direction signs

#### MISCELLANEOUS ROADWAY

(Function Code 163)

#### TRAFFIC CONTROL PLAN, DETOURS AND SEQUENCE OF CONSTRUCTION:

The ENGINEER will provide a Traffic Control Plan (TCP) for the needed construction repairs along the project limits. TCP's are required for all projects; therefore a detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) standards. The following items are required on all TCP Layouts:

- 1. The Sequence of Construction and method of handling traffic during each phase
- 2. Roadway layout
- 3. Center line with station numbering
- 4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...
- 5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
- 6. Where detours are provided, typical cross sections shall be shown.
- 7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

#### **COMPUTE AND TABULATE QUANTITIES:**

The ENGINEER will provide a summary of quantities sheet in the plans identifying all estimated project quantities.

#### **PROJECT ESTIMATE:**

The ENGINEER will provide a project estimate summarizing all estimated construction costs.

#### **SPECIFICATIONS AND GENERAL NOTES:**

The ENGINEER will provide all relevant project specification and general notes to the project construction activities.

#### PROJECT MANAGEMENT

(Function Code 164)

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

The ENGINEER shall assist and coordinate with LPA 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.

#### CONSTRUCTION PHASE SERVICES

(Function Code 320)

The ENGINEER will provide engineering support services for letting the Project or portions of the Project approved by the LPA. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

#### **CONSTRUCTION BIDDING:**

- 1. The ENGINEER will furnish the LPA the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
- 2. The ENGINEER will assist the LPA in the development of the Bid Documents for the purpose of providing to potential bidders to the project.
- 3. The ENGINEER will assist the LPA on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

#### ADDITIONAL RESONSIBILITIES

#### EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

#### **MEETINGS:**

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

#### SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

#### PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

#### **DESIGN RESPONSIBILITIES:**

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

- 1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
  - 2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
  - 3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

#### **DOCUMENT AND INFORMATION EXCHANGE:**

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc...). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

#### **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



#### Primera Road Sidewalk Improvements Project - CCRMA

Engineering						M	ANHOURS						
Primera Road Sidewalk Improvements (From Alonzo Road to W. US 77/I 69E Frontage Road) Cameron County Regional Mobility Authority	Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tec	ch Admin/Clerical	Total Hours	Tota	al Line Item Cost
TASK													
Preliminary Engineering													
1 Data Collection			4			16	16	8			44	\$	3,917.28
2 Feasability Study/Alternatives		_		SEE	E SUBCONSUL	TANT FEE SCI	HEDULE (PAGE 1	OF 6)				\$	3,210.66
3 Geometric Schematic Work													
3A Import Survey Data into Schematic File & Analyze Data			4			12	8		24		48	\$	3,916.56
3B Design Plan View Layout		2	4			12	8		24		50	\$	4,220.88
3C Detail Plan View Layout		2	4			12	8		24		50	\$	4,220.88
3D Design Profile View Layout		2	4			12	8		24		50	\$	4,220.88
3E Detail Profile View Layout		2	4			12	8		24		50	\$	4,220.88
3F Develop Proposed Cross Section Roll Plot for Schematic Purposes		2	4			12	8		24		50	\$	4,220.88
4 Corridor & Route Alternatives		1		SEE	E SUBCONSUL	TANT FEE SCI	HEDULE (PAGE 1	OF 6)	•			\$	3,210.66
5 Development of Typical Sections		2	4			8	8				22	\$	2,212.64
6 Aerial Mapping/Survey							HEDULE (PAGE 2					\$	34,334.35
7 Geotechnical Studies		1		SEE S	SUBCONSULT.	ANT FEE SCHE	EDULE (PAGES 3-	4 OF 6)				\$	37,465.78
8 Hydrologic/Hydraulic Studies											0	\$	-
Traffic Studies						TASK NOT NEI	EDED					\$	-
9 Project Cost Estimates		2	4	2		4					12	\$	1,415.68
10 Engineering Summary Report		2	4	2		4					12	\$	1,415.68
11 Quality Assurance/Quality Control		8	4			4					16	\$	2,064.00
12 LGPP Checklist for Preliminary Engineering		2	4	2							8	\$	1,124.64
Subtotal (Preliminary Engineering)	0	26	48	6	0	108	72	8	144	0	412	\$	115,392.33
Environmental													
13 Data Collection				4	24	16		32			76	\$	6,700.48
Environmental Work Plan (WPD I & II)					,	TASK NOT NEI	EDED					\$	-
CE, EA, EIS Environmental Document					,	TASK NOT NEI	EDED					\$	-
14 Perform Species Analysis				4	64			6			74	\$	7,372.88
Surface Water Analysis/Wetland Delineation			2	4	64		4	28			102	\$	9,840.88
16 Technical Report - Cultural Resources				SEE S	SUBCONSULT.	ANT FEE SCH	EDULE (PAGES 5-	6 OF 6)				\$	8,763.00
17 Technical Report - Hazmat				8	64			8			80	\$	8,066.24
18 Technical Report - Community Impacts				8	64			8			80	\$	8,066.24
Technical Report - Air Quality						TASK NOT NEI	EDED					\$	-
19 Public Involvement/Meeting	2	4	8	16	24	16	16	16	16	24	142	\$	13,033.36
Subtotal (Environmental)	2	4	10	44	304	32	20	98	16	24	554	ø	(1 0/2 00
Subtotal (Environmental)	2	4	10	44	304	34	20	98	16	24	554	Ф	61,843.08
ROW & Utilities													
20 Data Collection			2	4		8	10	18	24		66	\$	5,546.32
21 ROW Mapping		_	RO	W MAPPING COS	T = \$4,304.94/F		L FEE TBD PEND	ING PARCEL CO	OUNT)			\$	-
22 ROW Coordination	2	4	8			16					30	\$	3,214.96
23 Subsurface Utility Engineering (SUE)					E SUBCONSUL		HEDULE (PAGE 2	OF 6)				\$	10,959.81
24 Utility Coordination	2	2	8	24		8			18		62	\$	6,792.14
25 ROW Cost Estimates	2	2	8			8					20	\$	2,328.56
26 Utility Cost Estimates	2	2	4	16		8					32	\$	3,890.00
Subtotal (ROW & Utilities)	8	10	30	44	0	48	10	18	42	0	210	\$	32,731.79

### "Exhibit 1" Fee Estimate



#### Primera Road Sidewalk Improvements Project - CCRMA

	9 4 9						N	MANHOURS						
	Primera Road Sidewalk Improvements (From Alonzo Road to W. US 77/I 69E Frontage Road) Cameron County Regional Mobility Authority	Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Tota	al Line Item Cost
	TASK												<del>                                     </del>	
	Plans, Specifications & Estimate (PS&E)													
	Design Conference	2	2	2	4	4	2					16	\$	1,984.72
28	Environmental Permits, Issues & Commitmnets (EPIC)		2	2	4	4	4			2		18	\$	1,942.54
29	Hydrologic Studies	2	4	24			28					58	\$	6,310.80
30	Final Alignments	2	4	8	8		24	12		24		82	\$	7,728.64
31	Roadway Design													
31A	Roadway Geometric Design	4	8	24	4		24	12		36		112	\$	11,220.12
31B	Develop & Detail Final Profiles	2	4	24			24	12		36		102	\$	9,751.40
31C	Develop Final Cross Sections	4	8	24			24	12		36		108	\$	10,690.84
31D	Develop Plan & Profile PS&E Sheets	2	8	32			24	12		36		114	\$	11,471.40
	Detail Removal Items		8	12	4		24	12		36		96	\$	8,891.48
31F	Roadway Design Coordination Efforts (TxDOT, City, County, etc)	4	8	24	12						8	56	\$	7,241.12
32	Drainage Design													
32A	Develop & Detail Utility & Drainage (U&D) PS&E Sheets	2	4	24			36	24		64		154	\$	13,783.76
	Utility Accomodation and Conflict Resolution	4	8	24	32						8	76	\$	9,887.52
32C	Drainage Design Coordination Efforts (Drainage District, Irrigation District)	4	8	16	24						8	60	\$	7,717.60
	Bridge Design/Structures				•	NO ANT	ICIPATED BR	RIDGE DESIGN			•		\$	-
34	Traffic Control Plan				SE	EE SUBCONSUL	TANT FEE SC	CHEDULE (PAGE 1 O	F 6)				\$	6,421.32
35	Design Review	4	24	24	16							68	\$	9,764.64
36	Cost Estimate	2	4	14			12					32	\$	3,757.44
37	Bid Package	2	4	14								20	\$	2,884.32
38	Letting	2	8	12			24					46	\$	4,961.36
39	LGPP Checklist for Design & Bid Documents	2	4	4	4							14	\$	2,024.40
	Subtotal (Plans, Specifications & Estimate (PS&E))	44	120	308	112	8	250	96	0	270	24	1232	\$	138,435.42
	Total Hours	54	160	396	206	312	438	198	124	472	48	2408	-	
	· · · · · · · · · · · · · · · · · · ·		•											
Labor Hour	S	54	160	396	206	312	438	198	124	472	48	2408		
Contract Rate		\$ 165.40	\$ 152.16											
Total Labor		\$ 8,931.60				\$ 30,962.88				\$ 33,771.60		\$ 244,037.04	\$	348,402.62

LINE ITEM EXPENSES

N/A

Total Expenses -

\$ 348,402.62

#### SUBCONSULTANT FEE SCHEDULE PAGE 1 OF 6

"Attachment D" Fee Estimate

Primera Road from Alonzo Rd to US 77 Frontage Rd. (Approx. 2.8 miles)

Fee Proposal Task Description	Project Principal	Project	Quality Manager	Senior Engineer	Design Engineer	Senior Engineer	Administrative/	TOTAL LABOR	COST P	ER
ree Floposai Task Description		Manager				Tech	Clerical	HOURS	TASK	
Feasibility Study / Alternatives		1		4	8	8		21	\$	3,210.66
Corridor & Route Alternatives		1		4	8	8		21	\$	3,210.66
Traffic Studies		0		0	0	0	0	0	\$	-
TCP		2		8	16	16		42	\$	6,421.32
Total Labor Hours	0	4	0	16	32	32	0	84		
Contract Rate	\$300.17	\$264.62	\$244.11	\$198.51	\$152.83	\$116.17	\$70.30			
TOTAL LABOR COSTS	\$0.00	\$1,058.48	\$0.00	\$3,176.16	\$4,890.56	\$3,717.44	\$0.00	\$12,843		

#### SUBCONSULTANT FEE SCHEDULE PAGE 2 OF 6

Project: Primera Road Sidewalk Improvements (2.8 Miles)
County: Cameron County, Texas
From: Alonzo Road
To: W. US 77/ I69 E. Frontage Road
Description of Work: Row Mapping (FC130)/ Design Survey (FC 150)/ SUE Level A Test Holes

TASK AND DESCRIPTION  FC 130 Right of Way Mapping, FC 150 Field Surveying, SUE Level A		Sr. RPLS/ Principle	Project RPLS	Sr. Survey Technician	Survey Technician	3-man Survey Crew	2-man Survey Crew	Lidar/UAS Technician	Abstractor	Admin/ Clerical	Total Hours		Cost
	Y RATE	\$142.15	\$112.53	\$77.00	\$61.60	\$160.16	\$135.52	\$86.24	\$59.23	\$49.28	Tiours		Cost
Hook	INAIL	ÿ142.13	<b>3112.33</b>	\$77.00	301.00	3100.10	7133.32	300.24	<del> </del>	Ş43.20			
FC-130 Right of Way Mapping (Parcel Count to Be Determined)				*Not	e FC 130 Cost No	t Included in Total Fe	e- Parcel Count to Be	Determined	<u>I</u>	1	1		
I. Parcel Exhibits (Per Parcel Fee)													
A. Exhibits		2	4	8	24		4		4	4	50	\$	3,804.94
B. Title Report (Per Parcel)												\$	500.00
Subtota	l Hours	2	4	8	24	0	4	0	4	4	50		
Subto	tal Cost	\$284.30	\$450.12	\$616.00	\$1,478.40	\$0.00	\$542.08	\$0.00	\$236.92	\$197.12		\$	4,304.94
FC 150- Design Surveys			1			T	Т	Γ	1	1			
I. Horizontal and Vertical Control												—	
A. Field 5/8" iron rods with plastic cap set in concrete every 1000'			1	1		16					18	\$	2,752.09
B. RTK- GPS				1	6		6				13	\$	1,259.72
C. Level Loops				1	6		18				25	\$	2,885.96
												<u> </u>	
II. Design Surveys (Field Data Collection, Photogrammetry, Lidar Extraction)				2	4		26				40	T.	
A. Cross Sections (Roadway and Drainage)				2	4		36 14	6 4			48 24	\$	5,796.56
B. Structures (Irrigation, Drainage, Inverts, Bridges, Resacas)  C. Utility Investigation				2	2		14	4	12	0	16	5	2,642.64 987.96
D. Abstracting				2					12	0	12	ç	710.76
E. Field Property corner Recon				2	4		16		12		22	ç	2,568.72
F. Abstract Map/Base Map		1	4	6	14		10			0	25	5	1,916.67
G. ROW Staking		1	2	6	6		14			0	29	ς.	3,096.09
H. Right of Entry		1	2	2	<u> </u>		17			0	5	ς.	521.21
I. Aerial Survey/UAS			-				14	14			28	Ś	3,104.64
1. Mobilization (One Time Fee)												Ś	500.00
,													
III. Final Report and Deliverables	•		•			•				•			
A. CADD file (2D & 3D) for limits of project					16					0	16	\$	985.60
B. Final Report and Deliverables		2		2	4			6	2	0	16	\$	1,320.60
C. Horizontal/ Vertical Control Sheets		1		4	4					0	9	\$	696.55
D. Survey Report		2	4	2	2					32	42	\$	2,588.58
Subtota	l Hours	8	13	33	72	16	118	30	26	32	348		
Subtot	al Cost	\$1,137.20	\$1,462.89	\$2,541.00	\$4,435.20	\$2,562.56	\$15,991.36	\$2,587.20	\$1,539.98	\$1,576.96		\$	34,334.35
							_						
SUE Level A Test Holes (Est. 10 Per Mile)											1	<u> </u>	
I. Test Holes												<u> </u>	
A. Data Collection/ Field Verification			1	8			72		8		89	\$	10,959.81
Subtota	l Hours	0	1	8	0	0	72	0	8	0	89	<u> </u>	
Subto	tal Cost	\$0.00	\$112.53	\$616.00	\$0.00	\$0.00	\$9,757.44	\$0.00	\$473.84	\$0.00		\$	10,959.81
	-					1			1				
Total Fee FC 150 and SUE Le	evel A	\$1,137.20	\$1,575.42	\$3,157.00	\$4,435.20	\$2,562.56	\$25,748.80	\$2,587.20	\$2,013.82	\$1,576.96	437	\$	45,294.16

#### SUBCONSULTANT FEE SCHEDULE PAGE 3 OF 6

### Primera Road Sidewalk Improvements Project CCRMA

Millennium Engineers

April	TASK DESCRIPTION	Unit	Hourly Rate	Estimated Hours		Task Cost
April	FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) PM Hours					
Autor   Supring Stemes Plant New of Boring Logs   Autor   Suz2015   2   5   48.65	Initial Project Setup	hour	\$229.15	2	\$	458.30
Document Contention of Utilines and Staking Out Boring Locations   Nour   \$229.15   2   5   456.15		hour	\$229.15	2	\$	458.30
Decidentation and Meetings	8 Project Site Visits	hour	\$229.15	4	\$	916.60
Preliminary Geotechnical Report, Soil Geology, Sile Soils, Analyses, Rotes.    Nour	Coordination of Utilities and Staking Out Boring Locations	hour	\$229.15	2	\$	458.30
Structural Evaluation of Bornings (Sol Shear Strength Computations)   hour   \$228.15   2   \$ 456.5	Coordination and Meetings	hour	\$229.15	2	\$	458.30
Payment Criteria   Pour   \$229.15   1   \$   291	Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$229.15	2	\$	458.30
Payement Cycle Analyses	Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$229.15	2	\$	458.30
Pavement Design Options   hour   \$229.15   0   \$     Pavement Design - HMAC for Locations 1   hour   \$229.15   0   \$     Pavement Design - HMAC for Locations 2   0   \$     Pavement Design - HMAC for Locations 3   0   \$     Pavement Design - HMAC for Locations 4   hour   \$229.15   0   \$   4.9.   Pavement Design - HMAC for Locations 3   0   \$   4.9.   Pavement Design - HMAC for Locations 4   1   0   0   \$   5229.15   0   \$   4.9.   Pavement Design - HMAC for Locations 4   1   0   0   0   0   0   0   Pavement Design - HMAC for Locations 4   0   0   0   0   0   0   0   Pavement Design - HMAC for Locations 5   0   0   0   0   0   0   0   Pavement Design - HMAC for Locations 6   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 6   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 6   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 6   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 6   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   8   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMAC for Locations 1   hour   \$155.23   0   \$   1.241.8   Pavement Design - HMA	Evaluation of Pavement Criteria	hour	\$229.15	1	\$	229.15
Pervenent Design - HMAC for Locations 1	Pavement Cycle Analyses	hour	\$229.15	0	\$	-
Creation of Final Boring Logs with TCP and Soil Index Testing Data	Pavement Design Options	hour	\$229.15	0	\$	-
President of Final Boring Logs with TCP and Soil Index Testing Data	Pavement Design - HMAC for Locations 1	hour	\$229.15	0	\$	-
Contentional Report, Soil Geology, Site Soils, Analyses, Recs   hour   \$299.15   3   5   687.4	-	hour	\$229.15	2	\$	458.30
Initial Project Setup				3	\$	687.45
Indicate Season	FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Geotechnical Engineer Hours					
2 Project Site Visits   hour   \$155.23   4   \$   620.65   Coordination of Utilities and Staking Out Borling Locations   hour   \$155.23   8   \$   1,241.65   Coordination and Meetings   hour   \$155.23   8   \$   1,241.65   Coordination and Meetings   hour   \$155.23   8   \$   1,241.65   Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.   hour   \$155.23   8   \$   1,241.65   Freliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.   hour   \$155.23   8   \$   1,241.65   Fevaluation of Borings (Soil Shear Strength Computations)   hour   \$155.23   8   \$   1,241.65   Fevaluation of Pavement Criteria   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Criteria   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Design Options   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Design Options   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Design Options   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Design Logs with TCP and Soil Index Testing Data   hour   \$155.23   0   \$   1,241.65   Fevaluation of Pavement Design Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.65   Fecality of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   12   \$   1,241.6	Initial Project Setup	hour	\$155.23	8	\$	1,241.84
Coordination of Utilities and Staking Out Boring Locations	Laying out Needed Drilling Scheme & Plan View of Boring Logs	hour	\$155.23	8	\$	1,241.84
Nour   \$155.23   8   \$   1.241.6	2 Project Site Visits	hour	\$155.23	4	\$	620.92
Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.   Nour   \$155.23   8   \$   1,241.8	Coordination of Utilities and Staking Out Boring Locations	hour	\$155.23	8	\$	1,241.84
Structural Evaluation of Borings (Soil Shear Strength Computations)	Coordination and Meetings	hour	\$155.23	8	\$	1,241.84
Evaluation of Pavement Criteria	Preliminary Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.	hour	\$155.23	8	\$	1,241.84
Pavement Cycle Analyses	Structural Evaluation of Borings (Soil Shear Strength Computations)	hour	\$155.23	8	\$	1,241.84
Pavement Design Options	Evaluation of Pavement Criteria	hour	\$155.23	4	\$	620.92
Pavement Design - HMAC for Locations 1	Pavement Cycle Analyses	hour	\$155.23	0	\$	-
Creation of Final Boring Logs with TCP and Soil Index Testing Data   hour   \$155.23   8   \$   1,241.8	Pavement Design Options	hour	\$155.23	0	\$	-
Septembrical Report, Soil Geology, Site Soils, Analyses, Recs.   hour   \$155.23   12   \$ 1,862.7	Pavement Design - HMAC for Locations 1	hour	\$155.23	0	\$	-
Sub-total - Geotechnical Report, Soil Geology, Site Soils, Analyses, Recs.   hour   \$155.23   12   \$ 1,862.7	Creation of Final Boring Logs with TCP and Soil Index Testing Data	hour	\$155.23	8	\$	1,241.84
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS   TOTAL DIRECT EXPENSES (FROM BELOW)   \$ 2,965.		hour	\$155.23	12	\$	1,862.76
SUB-TOTAL - GEOTECHNICAL ENGINEERING & ANALYSIS   TOTAL DIRECT EXPENSES (FROM BELOW)   \$ 2,965,7	FC 110 - GEOTECHNICAL (ENGINEERING ANALYSIS) Admin Hours					
TOTAL DIRECT EXPENSES (FROM BELOW) \$ 2,965,	Administrative Hours - Report Preparation and Billing	hour	\$73.92	8	\$	591.36
TOTAL DIRECT EXPENSES (FROM BELOW) \$ 2,965,	SUBTOTAL CENTECHNICAL ENGINEEDING & ANALYSIS			116		10 120 20
Mileage		TOTAL		SES (FROM BELOW)	\$	2,965.60
DIRECT EXPENSES         Unit Unit Cost         Quantity           Mileage         Mile         0.58         320         \$ 185.6           PPE (Protective Equipment)         each         250         2         \$ 500.0           Mobilization and Demobilization of Drilling Riq (Trips within 100 miles from office to site)         trip         600         1         \$ 600.0           Construction Truck         day         125         2         \$ 250.0           Sheby Tubes Transportation Box         per box         175         2         \$ 350.0           Portable Message Board (Traffic Control)         day         500         2         \$ 1,000.0           Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each         Print / Sheet         80         1         \$ 80.0           TOTAL DIRECT EXPENSES         \$ 2,985.6	SUB-TOTAL - GEOTECHNICAL EXPLO	RATIONS AND LABO				
Mileage         Mile         0.58         320         \$ 185.6           PPE (Protective Equipment)         each         250         2         \$ 500.0           Mobilization and Demobilization of Drilling Riq (Trips within 100 miles from office to site)         trip         600         1         \$ 600.0           Construction Truck         day         125         2         \$ 250.0           Sheby Tubes Transportation Box         per box         175         2         \$ 350.0           Portable Message Board (Traffic Control)         day         500         2         \$ 1,000.0           Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each         Print / Sheet         80         1         \$ 80.0           TOTAL DIRECT EXPENSES         \$ 2,985.6	DIDECT EVDENCES	Unite			Þ	37,465.78
Mileage	DIRECT EXPENSES			, in the second		
PPE (Protective Equipment)	Mileage	Mile	0.58	320	\$	185.60
Construction Truck	PPE (Protective Equipment)	each	250	2	\$	500.00
Construction Truck         day         125         2         \$         250.0           Shelby Tubes Transportation Box         per box         175         2         \$         350.0           Portable Message Board (Traffic Control)         day         500         2         \$         1,000.0           Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each         Print / Sheet         80         1         \$         80.0           TOTAL DIRECT EXPENSES         \$         2,985.5	Mobilization and Demobilization of Drilling Rig (Trips within 100 miles from office to site)	trip	600	1	\$	600.00
SileBox   Totals		day	125	2	\$	250.00
Portable Message Board (Traffic Control)         day         500         2         \$ 1,000.0           Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each         Print / Sheet         80         1         \$ 80.0           TOTAL DIRECT EXPENSES         \$ 2,965.6	Shelby Tubes Transportation Box	per box	175	2	\$	350.00
Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each         Print / Sheet         80         1         \$ 80.0           TOTAL DIRECT EXPENSES         \$ 2,965.0		day	500	2	\$	1,000.00
	Geotechnical Report Printing (Estimated at 4 copies) at \$80.00 each	Print / Sheet	80	1		80.00
Scope of Work.	Scope of Work:				\$	2,965.60

### SUBCONSULTANT FEE SCHEDULE PAGE 4 OF 6

# Primera Road Sidewalk Improvements Project CCRMA

Millennium Engineers

Limits: From Alonzo Road to West US 77/I69E Frontage Road

TASK DESCRIPTION	Unit	Fixed Cost	Total Estimated	Task Cost
FC 110 - GEOTECHNICAL (DRILLING AND TESTING)				
LOCATION 1 - North Side of Primera Road (10 Proposed 10ft. Boring)	LF	\$40.00	100	\$ 4,000.00
Texas Cone Penetration (Tex-132-E)	each	\$45.00	20	\$ 900.00
Standard Penetration Test (SPT) (ASTM1586)	LF	\$38.00	50	\$ 1,900.00
Concrete/AC Patch ~ Proposed on 10 Pavement Borings	each	\$68.00	10	\$ 680.00
Field Technician: Collect Samples ~ Estimated at 10 hour days for 2 days of drilling	hour	\$33.00	20	\$ 660.00
Sample Preparation (Tex-101-E) ~ Proposed for each boring	each	\$103.49	10	\$ 1,034.90
Moisture Content (Tex-103-E) ~ Proposed on all samples, 2 ft. intervals for upper 10 ft	each	\$17.00	50	\$ 850.00
Atterburg Limits (Tex-104E) ~ Proposed at 1 per boring for pavements	each	\$43.00	10	\$ 430.00
Atterburg Limits (Tex-105-E) ~ Proposed at 1 per boring for pavements	each	\$43.00	10	\$ 430.00
Atterburg Limits (Tex-106-E) ~ Proposed at 1 per boring for pavements	each	\$44.00	10	\$ 440.00
Percent Passing No. 200 Sieve (Tex-111-E) ~ Proposed at 2 per boring for pavements	each	\$61.00	20	\$ 1,220.00
Sulfate Content in Soils (Tex-145-E) ~ Proposed at 10 locations on the pavement borings	each	\$95.00	10	\$ 950.00
Soil-Lime Testing (Tex-121-E)	each	\$375.00	5	\$ 1,875.00
SUB-TOTAL - GEOTECHNICAL EXPLORATIONS AND LABORATORY TESTING				\$ 15,369.90



## Proposal Cultural Resource Investigations Primera Sidewalk Improvements Cameron County, Texas

#### PROJECT DESCRIPTION

GDJ Engineering (GDJ) has requested a scope of work and cost estimate from AmaTerra Environmental, Inc. (AmaTerra) to prepare a cultural resources investigation for the Cameron County Mobility Authority (CCRMA), Primera Sidewalk Improvements project, from Alonzo Road to US 77/I-69E frontage Road for a length of 2.8 miles. The installation of a sidewalk will occur along the north right-of-way (ROW) of Primera Road. The concrete sidewalk would be 8-ft in width. The depths of impact are unknown. The project will receive TASA (federal) funds and will be overseen by TxDOT, therefore Section 106 compliance is required.

#### PROJECT SCOPE

#### Task 1: Historical Studies

AmaTerra shall prepare a short form Project Coordination Request for Historical Studies Project (PCR) for review and comment by TxDOT-ENV. The PCR shall conform to the TxDOT *PCR Review Standard* (July 2021 Version 6).

#### Task 3: Archeological Studies

AmaTerra shall prepare an Archeological Background Study (ABS) for review and comment by TxDOT-ENV. The background study will involve review of existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult relevant USDA NRCS soil survey maps, aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for field survey. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.

#### **SCHEDULE**

To be determined in consultation with Client.

#### **ASSUMPTIONS AND CONDITIONS**

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope and may require a supplemental

#### SUBCONSULTANT FEE SCHEDULE PAGE 6 OF 6

#### Cultural Resources Investigations, Primera Sidewalk Improvements, Cameron County, Texas

agreement or fee adjustment. The scope and fee estimate are valid for 9 months after this document's date.

- 1) Client will provide shapefiles and all GIS mapping to prepare the PCR and Background Studies Report.
- 2) AmaTerra assumes that there may be up to one design change following the receipt of spatial data for the project, and any additional design changes may warrant a supplemental fee increase.
- 3) Client will provide project area photographs for the project.
- 4) AmaTerra assumes one round of comments from the client and the regulatory agency for the reports.
- 5) Client will submit all documents directly into the TxDOT ECOS.

#### **COMPENSATION**

Client will compensate AmaTerra on a time and materials basis (T&M) of \$8.763.00. AmaTerra will invoice GDJ monthly based on percentage of completion. A cost breakdown is provided below.

COST BREAKDOWN							
LABOR	Task 1 PCR	Task 2 Background Studies Report	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
Support Manager	0	0	2	2	hr	\$ 289.00	\$ 578.00
Quality Manager	1	1	2	4	hr	\$ 172.00	\$ 688.00
Sr Archaeologist/PI	0	4	0	4	hr	\$ 136.00	\$ 544.00
Archeologist IV	0	10	0	10	hr	\$ 108.00	\$ 1,080.00
Senior Historian	16	0	0	16	hr	\$ 171.00	\$ 2,736.00
Architectural Historian	4	0	0	4	hr	\$ 137.00	\$ 548.00
Admin/Clerical	2	2	4	8	hr	\$ 126.00	\$ 1,008.00
GIS Operator	4	8	0	12	hr	\$ 131.00	\$ 1,572.00
TOTAL LABOR							\$ 8,754.00
EXPENSES	Task 1 PCR	Task 2 Background Studies	Admin and Project Mgmt	Total	Unit	Unit Price	Cost
8 1/2 x 11 Copies, b/w	20	20	20	60	each	\$ 0.15	\$ 9.00
TOTAL EXPENSES							\$ 9.00
TOTAL						\$ 8,763.00	

Client: CCRMA

# EXHIBIT 2 - PROJECT DEVELOPMENT SCHEDULE Primera Road Sidewalks

TASK AND DESCRIPTION	ENTITY	2023						20	24											20	025					
		DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC
WORK TASKS																										
Project Planning and Programming																										
Coordinate project funding	CCRMA																									
AFA coordination with TxDOT	CCRMA																									
AFA Approval and Execution	TxDOT																									
Schematic, Env & Public Involvement																										
Environmental Scoping Meeting	CCRMA																									
Public Involvement	CCRMA																									
Environmental Document Preparation	CCRMA																									
Submit Final Draft Document	CCRMA																									
Agency Review & Revisions	TxDOT																									
Environmental Decision	TxDOT																									
ROW Acquisition, PS&E, & Utility Coordination																										
ROW Acquisition	CCRMA																									
PS&E Development	CCRMA																									
TxDOT PS&E Approval	TxDOT																									
Construction Letting																										
Receipt of Bids	CCRMA																									
								_																		

CCRMA TASK
RGVMPO/TxDOT/FHWA TASK
TxDOT TASK

Assess:		
Notes:		

2-M CONSIDERATION AND APPROVAL OF A SERVICE ORDER WITH SPECTRUM ENTERPRISES FOR INTERNET SERVICES WITH CAMERON COUNTY REGIONAL MOBILITY AUTHORITY.



#### SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <a href="https://enterprise.spectrum.com/">https://enterprise.spectrum.com/</a> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

#### **Spectrum Enterprise Contact Information**

Contact: Gary Simpson Telephone: (210) 582-9122

Email: gary.simpson@charter.com

Customer Information					
Customer Name	Order #				
CAMERON COUNTY REGIONAL MOBILITY AUTH	HORITY		13814671		
Address					
3461 CARMEN AVE RANCHO VIEJO TX 78575					
Telephone		Email:			
(956) 545-6238		fsmigue	l@ccrma.org		
Contact Name	Telephone		Email:		
Francisco San Miguel	(956) 545-6238		fsmiguel@ccrma.org		
Billing Address					
3461 CARMEN AVE RANCHO VIEJO TX 78575					
Billing Contact Name	Telephone		Email:		
Francisco San Miguel	(956) 545-6238		fsmiguel@ccrma.org		

Created Date: 12/06/2023



NEW AND REVISED SERVICES AT 3461 Carmen Ave. , Rancho Viejo TX 78575						
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)		
Fiber Internet 1Gbps	36 Months	1	\$1,000.00	\$1,000.00		
Enterprise Network Edge Up To 1 Gbps	36 Months	1	\$520.00	\$520.00		
<u>TOTAL*</u>						

ONE TIME CHARGE(S) AT 3461 Carmen Ave.	, Rancho Viej	o TX 78575	
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Enterprise Network Edge Installation	1	\$0.00	\$0.00
TOTAL*			\$0.00





- 1. TOTAL CHARGE(S). Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
- 2. TAXES. Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
- 3. **SPECIAL TERMS**.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE					
Signature:					
Printed Name: Frank Parker, Jr.					
Title: Chairman					
Date:	-				

Created Date: 12/06/2023



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Created Date: 12/06/2023

2-N	CONSIDERATION AND APPROVAL FOR STAFF TO ISSUE A REQUEST FOR PROPOSAL FOR TOLL DEBT COLLECTION SERVICES



TO:

**Board of Directors** 

FROM:

Pete Sepulveda, Jr. Pete Sepulveda, Jr.

DATE:

December 15, 2023

SUBJ:

Item 2-N Consideration and Approval for Staff to Issue a Request for Proposals for

Toll Debt Collection Services.

On March 23, 2017, the CCRMA requested approval from the Board to advertise for proposals for Toll Revenue Guarantee and Debt Collection Services. RFP No. 2017-003 was awarded to Professional Account Management, LLC on October 17, 2017, for a term of three years with an option to renew up to three years. Subsequently, the CCRMA elected to renew the term of the agreement and is currently on the third amendment approved by the Board on February 16, 2023 with a termination date of February 23, 2024.

As a result, staff will be working on a RFP for Toll Debt Collection Services that would serve the purpose of selecting a vendor who would take on collection efforts for the CCRMA's current and future portfolios.

CCRMA staff is recommending approval to advertise for proposals of Toll Debt Collection Services.