THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 25th day of April 2024, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:	PRESENT:
12:00 P.M.	FRANK PARKER, JR.
	CHAIRPERSON
	MICHAEL SCAIEF
	VICE CHAIRMAN
	ARTURO A. NELSON
	SECRETARY
	AL VILLARREAL
	TREASURER
	MARK ESPARZA
	DIRECTOR
	LEOD CARZA
	<u>LEO R. GARZA</u> DIRECTOR
	JULIE GUERRA-RAMIREZ
	DIRECTOR (Absent)

The Meeting was called to order by Chairman Parker, at 12:00 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 22nd day of April 2024 at 10:30 A.M.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None.

ACTION ITEMS

2-A Consideration and Approval of the March 27, 2024 Special Meeting Minutes.

Director Esparza moved to approve the March 27, 2024, Special Meeting Minutes. The motion was seconded by Director Garza 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 two additional invoices. The invoices are as follows: American Contracting USA, Inc. Pay App #1 in the amount of \$69,789.85 and Kapsch TrafficCom USA, Inc. Inv# 486025SI00079 in the amount of \$46,226.58.

Vice Chairman Scaief moved to approve the Claims as presented with the additional claims read in. 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 March 2024.

Mr. Victor Barron, RMA Chief Financial Officer, went over the Financial Statement and Budget Amendments for the month of March 2024. Mrs. Janett Huerta, Tolls Administrator, went over the Toll Operation report for the month of March 2024.

Director Esparza moved to approve the Financial Statements and Budget Amendments for the month of March 2024. The motion was seconded by Vice Chairman Scaief and carried unanimously.

The Financials are as follows:		

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, Chief Financial Officer, advised the board for the need to approve the payment of invoices and release of checks to SpawGlass for the Cameron County Veteran's Bridge DAP Project. The invoices are as follows: Pay App #20 for \$500,000 and Pay App #21 for \$950,000.

Director Esparza moved to approve the Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veteran's Bridge DAP Project. The motion was seconded by Secretary Nelson and carried unanimously.

2-F Consideration and Authorization for CCRMA Staff to advertise and request RFP's for the following services, Title Company (Title Commitments, Policy Commitments, Title Search and Closing Services).

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board of the need to authorize CCRMA Staff to advertise and request RFP's for the following services, Title Company (Title Commitments, Policy Commitments, Title Search and Closing Services). Mr. Sepulveda went on to further explain that this service will be for projects that are going to require title service for Right of Way (ROW) parcels that will be acquired. Staff recommends approval.

Secretary Nelson moved to approve the Authorization for CCRMA Staff to advertise and request RFP's for the following services, Title Company (Title Commitments, Policy Commitments, Title Search and Closing Services). The motion was seconded by Treasurer Villarreal and carried unanimously.

2-G Consideration and Authorization for CCRMA Staff to advertise and request RFQ's for the following services, Appraiser and Review Appraiser.

Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board of the need to authorize CCRMA Staff to advertise and request RFQ's for the following services, Appraiser and Review Appraiser. Mr. Sepulveda went on to further explain that this service is for projects that are going to require acquisition of Right of Way (ROW) parcels. Staff recommends approval.

Secretary Nelson moved to approve the Authorization for CCRMA Staff to advertise and request RFQ's for the following services, Appraiser and Review Appraiser. The motion was seconded by Treasurer Villarreal and carried unanimously.

2-H Consideration and Approval of Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C., for the South Parallel Corridor Phase III Project.

Mr. Eric Davila, Chief Development Engineer, advised the board of the need to approve Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C., for the South Parallel Corridor Phase III Project. Mr. Davila went on to advise that all of the Right of Way (ROW) was acquired by Cameron County and the project only needs the Environmental Re-evaluation and Design (PS&E). This project would be shovel ready and is fully funded. Staff recommends approval.

Vice Chairman Scaief moved to approve Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C. for the South Parallel Corridor Phase III Project. The motion was seconded by Director Garza and carried unanimously.

2-I Consideration and Approval of a Resolution Adopting the Texas Department of Transportation Quality Assurance Program for Construction.

Mr. Eric Davila, Chief Development Engineer advised the board for the need to approve a Resolution Adopting the Texas Department of Transportation Quality Assurance Program for Construction. Mr. Davila went on to advise that this updated Quality Assurance Program was adopted in 2022 by TxDOT and CCRMA will be following TxDOT requirements. Staff recommends approval.

Secretary Nelson moved to approve a Resolution Adopting the Texas Department of Transportation Quality Assurance Program for Construction. The motion was seconded by Treasurer Villarreal and carried unanimously.

The Resolution is as follows:	

2-J Consideration and Approval of a Renewal of Contract between the Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions.

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board for the need to approve a Renewal Contract between the Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions.

Director Garza moved to approve the Renewal of Contract between the Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions. The motion was seconded by Director Esparza and carried unanimously.

The Contract is as follows:		

Director Garza motioned to go into Executive Session at 12:30 pm. The motion was seconded by Secretary Nelson and carried unanimously.

3. EXECUTIVE SESSION

- 3-A 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-B Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues and an Amended Settlement Agreement with A to B and E-Transit, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).

Director Garza motioned to come back from Executive Session at 12:43 pm. The motion was seconded by Secretary Nelson and carried unanimously.

4. Possible Action Relative to Executive Session

4-A Possible Action

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

4-B Possible Action

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

ADJOURNMENT

There being no further business to come before the Board and upon motion by Director Garza and seconded by Director Esparza and carried unanimously, the meeting was **ADJOURNED** at 12:44 P.M.

APPROVED this 30th day of May 2024.

ARTURO A. NELSON, SECRETARY



IMPROVING MORE THAN JUST ROADS

POSTED TO WEB APRIL 22, 2024 AT 10:30 A.M.

AGENDA
Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority
3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575
April 25, 2024
12:00 PM

PUBLIC COMMENTS:

1. Public Comments.

ITEMS FOR DISCUSSION AND ACTION:

- 2. Action Items.
 - A. Consideration and Approval of the March 27, 2024, 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 March 2024.
 - E. Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project.
 - F. Consideration and Authorization for CCRMA Staff to advertise and request RFP's for the following services, Title Company (Title Commitments, Policy Commitments, Title Search and Closing Services).
 - G. Consideration and Authorization for CCRMA Staff to advertise and request RFQ's for the following services, Appraiser and Review Appraiser.
 - H. Consideration and Approval of Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C., for the South Parallel Corridor Phase III Project.
 - I. Consideration and Approval of a Resolution Adopting the Texas Department of Transportation Quality Assurance Program for Construction.

J. Consideration and Approval of a Renewal of Contract between the Texas Department of Motor Vehicles and the Cameron County Regional Mobility Authority for the processing of Toll Transactions.

3. Executive Session.

- A. 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).
- B. Confer with Legal Counsel for the Cameron County Regional Mobility Authority Regarding Legal Issues and an Amended Settlement Agreement with A to Be and E-Transit, Pursuant to V.T.C.A., Government Code, Section 551.071 (1).
- 4. Action Relative to Executive Session.
 - A. Possible Action.
 - B. Possible Action.

ADJOURNMENT:

Signed this 22nd day of April 2024

Frank Parker, Jr.

Chairman

NOTE:

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

2-B ACKNOWLEDGEMENT OF CLAIMS.

Claims for Acknowledgement



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims April 18, 2024

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1MDX-WG7Y-VPFH	\$ 676.55	Office Supplies/Furniture March 2024	Indirect	Y	Local	Ope
Border Trade Alliance	2024-326	2,500.00	BTA/Wilson Center Conference Sponsorship	Indirect	Y	Local	Ope
Burton McCumber & Longoria, LLP	01153621	13,000.00	Financial Audit FY 2023	Indirect	Y	Local	Ope
CDW Government LLC, CDW Government	OL37614	1,283.73	Printers for Staff Admin/Tolls	Indirect	Y	Local	Ope
CDW Government LLC, CDW Government	QL77836	1,026.26	Printers for Staff Admin/Tolls	Indirect	Y	Local	Ope
Eric Davila	Travel ED 4.16.24	245.04	Travel Reimbursement ED Corpus 4.16.24	Indirect	Y	Local	Ope
Hamilton & Lucio, P.C.	52600	7,980.00	Tanker Explosion on Sh550 Toll Rd	Indirect	Y	Local	Ope
Info Tech Inc., DBA Infotech	INV92804	8,400.00	Appia for Project CCRMA Construction Management	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 3/24	35.27	Water & Wastewater Ste 7 March 2024	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 3/24	35.03	Water & Wastewater Ste 6 March 2024	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 3/24	35.87	Water & Wastewater Ste 4 March 2024	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 3/24	34.66	Water & Wastewater Ste 3 March 2024	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 3/24	34.40	Water & Wastewater Ste 8 March 2024	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 3/24	34.51	Water & Wastewater Ste 5 March 2024	Indirect	Y	Local	Ope
		35,321.32					

Vendor Name	Invoice Number	C	ash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	637158	\$	105.84	Employee Supplemental Insurance April 2024	Indirect	Y	Local	Toll
Alita System LLC	Ref Alita 3.27.24		101.29	Refund Alita Sys PBM	Indirect	Y	Local	Toll
Amazon Capital Services	1MDX-WG7Y-VPFH		1,244.98	Office Supplies/Furniture March 2024	Indirect	Y	Local	Toll
CDW Government LLC, CDW Government	OL37614		427.91	Printers for Staff Admin/Tolls	Indirect	Y	Local	Toll
CDW Government LLC, CDW Government	QL77836		1,539.39	Printers for Staff Admin/Tolls	Indirect	Y	Local	Toll
FGR Electric	FGR Lights		1,997.26	Toll Sign Lights	Indirect	Y	Local	Toll
LexisNexis Risk Solutions FL Inc	1546392-20240331		120.33	Address and Name Lookup March 2024	Indirect	Y	Local	Toll
Valley Municipal Utility District	3010066802 3/24		49.63	Water & Wastewater Tolls March 2024	Indirect	Y	Local	Toll
			5,586.63					
	Operations	\$	35,321.32					
	Tolls		5,586.63					
	Total Transfer		40,907.95					

Reviewed by:

Monica R. Ibarra, Accountant

Victor J. Barron, Chief Financial Officer

Pete Sepulveda Jr, Executive Director Q 4.18.24

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims April 11, 2024

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Maria D Mayorga	Travel LM 3.22.24	\$ 13.07	Travel Reimbursement LM 3.22.24	Indirect	Y	Local	Ope
JWH and Associates, Inc.	624	3,250.00	Gateway Bridge Ped March 2024	CC - Gateway Bridge	Y	Local	TRZ
JWH and Associates, Inc.	724	1,750.00	North Railroad Alternatives March 2024	North Rail Relocation	Y	Local	TRZ
MPC Studios, Inc	34037	275,00	Website Hosting April 2024	Indirect	Y	Local	Ope
North American Strategy for	INV-001387	500.00	NASCO Annual Membership Dues FY2024	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ Mar 24	1,566.34	Travel Reimbursement PSJ March 2024	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel TTC PSJ 3.24	744.80	Travel TTC Meeting PSJ 3.28.24	Indirect	Y	Local	Ope
RingCentral, Inc.	CD_000789169	371.71	Phones Systems March 2024	Indirect	Y	Local	Ope
Temp Control, Inc.	301923	304.00	Replaced Fuse on Control Board Ste 4 A/C	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	, 2381	7,146.73	Legal Services March 2024	Indirect	Y	Local	Ope
Toshiba Financial Services	44489765	311.23	Printer Admin April 2024	Indirect	Y	Local	Ope
Verizon Wireless	9959906479	75.98 16,308.86	Internet HotSpot March 2024	Indirect	Y	Local	Ope

Vendor Name	Invoice Number	Cash Required	1 Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Allegra Print & Imaging	152758	\$ 106.00	Business Cards Mary Chapa Qty 500	Indirect	Y	Local	Toll
Allegra Print & Imaging	152850	130.00	Business Cards CSR Qty 500	Indirect	Y	Local	Toll
Law Enforcement Systems LLC	1013809	1,214.20	Out of State DMV Records March 2024	Indirect	Y	Local	Toll
Victor J. Barron	Travel VJB 4.11.24	540.58	Travel Reimbursement VJB HCTRA Meeting 4.11.24	Indirect	Y	Local	Toll
Matus Contractor Company	715	7,350.00	Grass, Garbage, Herbicide Paredes Line to Alton Gloor	Indirect	Y	Local	Toll
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	s Unit #923 3/24	321.00	Storage Unit #923 April 2024	Indirect	Y	Local	Toll
Public Utilities Board	588837 3/24	205.98	Electricity 180042 SH500 Bro, TX March 2024	Port Spur - SH550	Y	Local	Toll
RingCentral, Inc.	CD_000789169	371.71	Phones Systems March 2024	Indirect	Y	Local	Toll
Texas Department of Motor Vehicles (TxDMV)	TxDMV 4.9.24	4,000.00	Name and Address Lookup April 2024	Indirect	Y	Local	Toll
AIM Media Texas	40016751-0324	1,694.10	3010-BH Classified Legal RFP Debt Collection Serv	Indirect	Y	Local	Toll
Rentfro, Irwin, & Irwin P.L.L.C	, 2381	752.50	Legal Services March 2024	Indirect	Y	Local	Toll
United States Postal Service	FC Stamps 4.4.24	660.00	First Class Stamps Qty 1000	Indirect	Y	Local	Toll
Verizon Wireless	9959906479	75.98 17,422.05	Internet HotSpot March 2024	Indirect	Y	Local	Toll
	Operations Tolls	\$ 16,308.86 17,422.05					
	Total Transfer	33,730.91	N.				

Reviewed by:

Monica R. Ibarra, Accountant

Victor J. Barron, Chief Financial Officer

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Pete Sepulveda Jr, Executive Director 4.11.24

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims April 5, 2024

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	I-69 SN FY24	\$ 325.00 325.00	Registration for I-69 DC Fly-In Secretary Nelson	Indirect	Υ	Local	Ope
	Operations Total Transfer	\$ 325.00 325.00					
Reviewed by:							
Monica R. Ibarra, Accountant	Monica R. DocuSigned by:	Sparra	4.5.24	_			
Victor J. Barron, Chief Financial Officer	Victor Barrens	4,	/5/2024	_			
Pete Sepulveda Jr. Executive Director	DK	4	stu	_			



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims April 5, 2024

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	1-69 ETJ FY24	\$ 325.00	Registration for I-69 DC fly-in Judge Eddie Trevino Jr	Indirect	Y	Local	Ope
American Express	AMEX March 2024	3,183.71	Credit Card Charges March 2024	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2620144	1,375.00	TX Rev & TX Ref Bond Taxable Series 2020	Indirect	Y	Local	Ope
Bank of New York Mellon	252-2620145	1,590.00	Vehicle Registration Refinance 2019	Indirect	Y	Local	Ope
Border Trade Alliance	BTA Conference	2,500.00	BTA Conference Sponsor FY2024	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 3/24	72.42	Bottled Water Delivery March 2024	Indirect	Y	Local	Ope
Lily Anne Garcia	Travel LG 3.27.24	36.91	Travel Reimbursment LG March 2024	Indirect	Y	Local	Оре
Government Finance Officers Association	00019908	460.00	Certificate of Achievement Review Fee FY2023	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	75	12,000.00	Consulting Services March 2024	Indirect	Y	Local	Ope
Republic Services	0863-002528370	140.26 21,683.30	Waste Container April 2024	Indirect	Υ	Local	Ope

Tolls

Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alejandro Malonado	Ref AM 3.15.24	S	20.01	PBM Refund on Miskey AM 3.15.24	Indirect	Y	Local	Toll
American Express	AMEX March 2024		2,069.13	Credit Card Charges March 2024	Indirect	Y	Local	Toll
Brownsville Chamber of Commerce	SOTC Bro FY2024		2,500.00	State of the City 2024- Brownsville Sponsorship Sustaining Pa	Indirect	Y	Local	Toll
Culligan of the Rio Grande Valley	320895 3/24		57.95	Bottled Water Delivery March 2024	Indirect	Y	Local	Toll
Lily Anne Garcia	Travel LG 3.27.24		30.02	Travel Reimbursment LG March 2024	Indirect	Y	Local	Toll
Fagan Consulting LLC	BOS-2401		1,098.05	Back Office System Transition Support Jan 2024	Indirect	Y	Local	Toll
Fagan Consulting LLC	BOS-2402		1,563.39	Back Office System Transition Support Feb 2024	Indirect	Y	Local	Toll
Fagan Consulting LLC	BOS-2403		1,910.81	Back Office System Transition Support Mar 2024	Indirect	Y	Local	Toll
InfoSend, Inc.	259192		5,550.00	Envelop: CRA#10-01	Indirect	Y	Local	Toll
Jose Grimaldo	Ref JG 3.15.24		21.35	PBM Refund Miskey JG 3.15.24	Indirect	Y	Local	Toll
Maria Elena Escamilla	Ref MEE 3.27.24		4.01	PBM Refund Miskey MEE 3.27.24	Indirect	Y	Local	Toll
Prisciliano Delgado	10609		250.00	Lawn Care March 2024	Indirect	Y	Local	Toll
Public Utilities Board	600710 3/24		215.93	Electricity 1100 Fm 511 Hwy Bro March 2024	Direct Connectors - SH550	Y	Local	Toll
			15,290.65	-				
	Operations	\$	21,683.30					
	Tolls		15,290.65					
	Total Transfer		36,973.95					

Reviewed by:

Monica R. Ibarra, Accountant

Monica R. Sbarra 4.5.24

Victor J. Barron, Chief Financial Officer Victor Barron

4/5/2024

Pete Sepulveda Jr, Executive Director

4.05.29

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims March 27, 2024



Operations

Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alliance for Interstate 69 Texas	DC Fly-In 2024 CG	S	325.00	Registration for I-69 DC Fly-In 2024 Commissior Garza	Indirect	Y	Local	Ope
Burton McCumber & Longoria, LLP	01153340			Financial Statement Audit CCRMA 9.30.23	Indirect	Y	Local	Ope
CNA Surety	72171868 5.14.24		87.50	CNA Surety Alonzo A	Indirect	Y	Local	Ope
Diamante Super Clean	11-014		850.00	Janitorial Services March 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	240810053967667		44.90	Electricity Ste 7 March 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	240810053967668		57.66	Electricity Ste 4 March 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	240820053975554		96.31	Electricity Ste 3 March 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	240820053975555		74.39	Electricity Ste 5 March 2024	Indirect	Y	Local	Ope
Gexa Energy, LP	23243694		67.39	Electricity Ste 6 March 2024	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	1995781			Shredding Services March 2024	Indirect	Ý	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ Feb 24		2,202.38	Travel Reimbursement PSJ February 2024	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ SA3.21.24		851.72	Travel Reimbursement PSJ SA Trip	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ TPWC		929.53	Travel Reimbursement PSJ TPWC Meeting	Indirect	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.400-18		2,188.08	SH 550 Gap II WA 4 January 2024	SH550 GAP II	Y	Local	TRZ
		_	12,842.36					

Interlocal Agreement

Vendor Name	Invoice Number	(Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2024-055	\$	10,554.47	Stenger Rd TASA Proj February 2024	Stenger Rd TASA	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.400-18		8,752.34	SH 550 Gap II WA 4 January 2024	SH550 GAP II	Y	Local	Ope
			19,306.81	×				

Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Delta Specialty Signs & Supplies	54070	S	4,221.46	17' x 6.5' Alum Sign Green Back White Lettering	Indirect	Y	Local	Toll
Direct Energy Business, LLC	240820053975166		286.26	Electricity Tolls March 2024	Indirect	Y	Local	Toll
Direct Energy Business, LLC	240850053992238		5.92	Electricity 1505 FM 511 March 2024	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	240850053992239		5.92	Electricity 1705 FM 511 March 2024	Direct Connectors - SH550	Y	Local	Toll
Direct Energy Business, LLC	240850053992812		312.05	Electricity 1895 Fm 511 #1 March 2024	FM1847 - SH550	Y	Local	Toll
Direct Energy Business, LLC	240850053993754		215.05	Electricity 570 FM 511 March 2024	Direct Connectors - SH550	Y	Local	Toll
Jose De Jesus Rocha Acosta	Contract JR 1.27.24		2,000.00	Contract Labor Trade Expo In Mexico JR 1.27.24	Indirect	Y	Local	Toll
Mario Gonzales	0147		180.00	SD Mario Gonzales SH 550 Detail 3.20,24	Indirect	Y	Local	Toll
Narcedalia Figueroa	0146		180.00	SD Narcedalia Figueroa SH 550 3.20.24	Indirect	Y	Local	Toll
		_	7,406.66					
	Operations	\$	12,842.36					
	Interlocal Agree		19,306.81					
	Tolls	_	7,406.66					
	Total Transfer		39,555.83					

Reviewed by:

Monica R. Ibarra,

Accountant

M. K. M. O 3.27.24

Victor J. Barron, Chief Financial Officer

Juff 3.27.24

Pete Sepulveda Jr, Executive Director

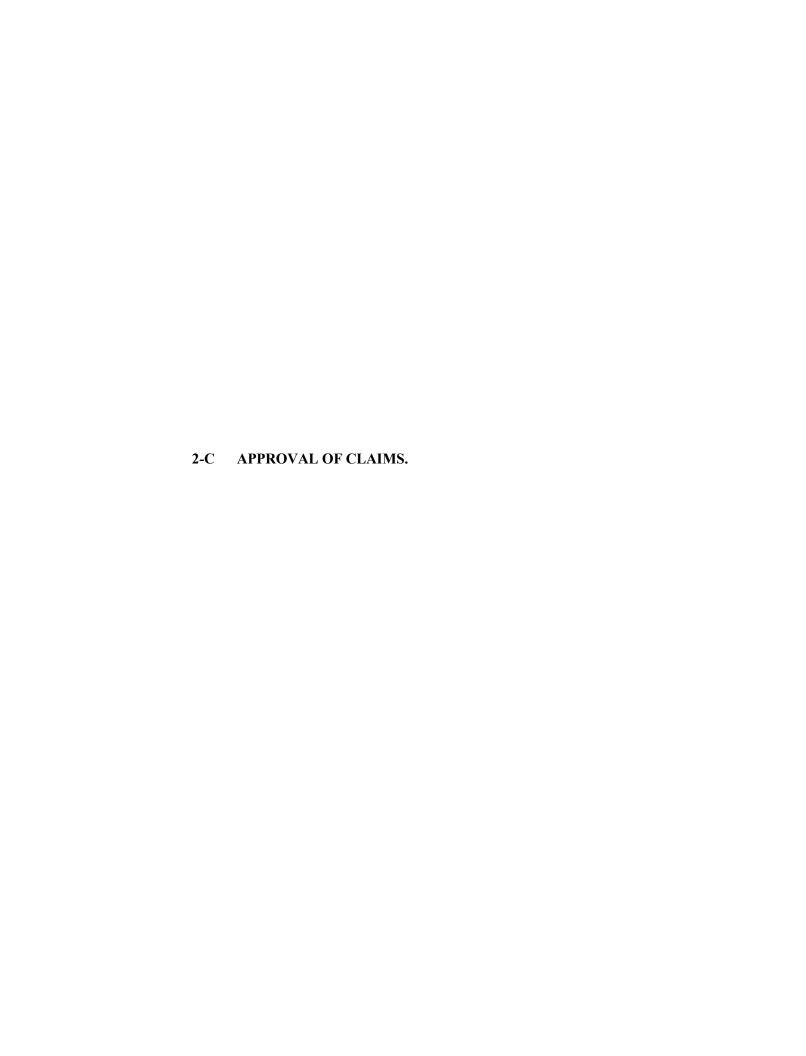
3.27.24

Pete Sepulveda Jr, Executive Director

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Claims March 25, 2024

Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
SpawGlass Contractors, Inc.	3022054 #18	\$ 1,101,281.80 1,101,281.80	Veteran's POV Expansion December 2023	CC- Veterans Bridge	Y	Local	Ope
	Operations Total Transfer	\$ 1,101,281.80 1,101,281.80	- − 2 × 2				
Reviewed by:							
Monica R. Ibarra, Accountant Victor J. Barron, Chief Financial Office	Mc Duit	RMO 3.25	3.25.24	_			





CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOD Claims April 25, 2024

Operations

Vendor Name	Invoice Number	 Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Chemical Response & Remediation Contractors, Inc.	8767	\$ 125,251.63	ER Oil Spill	Indirect	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.339-07	42,265.59	SH 48 Master Plan WA 39 March 2024	SH 48 Master Pl	Y	Local	TRZ
Texas County District Retirement System	TCDRS Mar- Apr 2024	14,222.73	TCDRS March-April 2024	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62405	 12,698.63	Employee Health Benefits May 2024	Indirect	Y	Local	Ope
		In	terlocal Agreement				
Vendor Name	Invoice Number	 Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	U2972.ALL-04	\$ 26,890.98	Veterans POV Expansion PSA, SA1, SA2 & SA3 March 2024	CC-Veterans Bridge	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.190.222-17	169,223.49	East Loop PS&E , Geo, Utilities WA 22 March 2024	East Loop	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.334-03	 63,924.84	Flor De Mayo NEPA Process WA 34 March 2024	Flor De Mayo Bridge	Y	Local	Restri
			Tolls Interlocal				
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
TollPlus, LLC	US23	\$ 6,958.16 6,958.16	Support and Maintenance Pharr Bridge Mar 2024	Pharr Bridge	Y	Local	Toll

Tolls

						Transfer	Funding	Bank
Vendor Name	Invoice Number		Cash Required	Invoice/Credit Description	PROJ Title	Funds	Source	Account
InfoSend, Inc.	259509	\$	35,016.83	Printing and Mailing Services March 2024	Indirect	Y	Local	Toll
Kapsch TrafficCom USA, Inc	486025SI00040		20,319.00	Toll System Maintenance Support March 2024	Indirect	Y	Local	Toll
Texas County District Retirement System	TCDRS Mar- Apr 2024		6,038.21	TCDRS March-April 2024	Indirect	Y	Local	Toll
TML Health Benefits Pool	PCAMERO62405		11,613.40	Employee Health Benefits May 2024	Indirect	Y	Local	Toll
Texas Municipal League Intergovernmental Risk	9384 4.1.24		21,480.00	Insurance Coverage 4.1.24	Indirect	Y	Local	Toll
TollPlus, LLC	US23		16,799.45	Support and Maintenance Mar 2024	Indirect	Y	Local	Toll
	Operations	\$	194,438.58					
	Interlocal Agree	Φ	260,039.31					
	Tolls Interlocal		6,958.16					
	Tolls		111,266.89					
	Total Transfer	\$	572,702.94	• •				
Reviewed by:								
Victor J. Barron, Chief Financial Officer	Docusigned by: Victor Barron 011FAAF829A74BA		4/19/2024		_			
Pete Sepulveda Jr, Executive Director	DocuSigned by:		4/19/2024					

2-D CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF MARCH 2024.



MARCH 2024 FINANCIAL REPORT



PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR VICTOR J. BARRON, CHIEF FINANCIAL OFFICER

CCRMA MONTHLY FINANCIAL

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Statement of Revenues and Expenditures - Monthly R&E- Unposted Transactions Included In Report From 3/1/2024 Through 3/31/2024

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 333,450	\$ 1,702,080	\$ 3,450,000	\$ (1,747,920)	\$ 1,683,370	1.11
Interlocal agreements	13,000	78,000	425,700	(347,700)	105,500	(26.07)
Other revenues	-	4,188	10,080	(5,892)	5,008	(16.37)
Total Operating Revenues	346,450	1,784,269	3,885,780	(2,101,511)	1,793,878	(0.54)
Operating Expenses						
Personnel costs	66,118	592,246	1,357,306	765,060	712,960	(16.93)
Professional services	24,147	129,280	277,000	147,720	110,063	17.46
Advertising & marketing	1,625	9,500	59,000	49,500	9,128	4.07
Data processing	2,420	18,906	30,000	11,094	6,074	211.24
Dues & memberships	460	18,890	25,000	6,110	8,315	127.18
Education & training	_	-	10,000	10,000	1,545	(100.00)
Fiscal agent fees	2,965	5,965	52,590	46,625	5,075	17.54
Insurance	88	397	9,200	8,803	6,345	(93.75)
Maintenance & repairs	1,552	7,158	70,000	62,842	4,972	43.96
Office supplies	1,637	8,732	33,650	24,918	8,030	8.74
Leases	311	26,198	32,735	6,537	1,867	1,302.93
Travel	8,124	18,637	25,000	6,363	19,931	(6.49)
Utilities	1,993	13,522	31,624	18,102	13,775	(1.84)
Contingency	30,000	30,000	127,250	97,250	-	100.00
Total Operating Expenses	141,440	879,432	2,140,355	1,260,923	908,082	(3.16)
Total Operating Income (Loss)	205,010	904,837	1,745,425	(840,588)	885,796	2.15
Non Operating Revenues						
Interest income	76,915	502,477	250,000	252,477	189,712	164.86
TRZ revenue	-	· -	4,000,000	(4,000,000)	-	-
Total Non Operating Revenues	76,915	502,477	4,250,000	(3,747,523)	189,712	164.86
Non Operating Expenses						
Debt principal and interest	_	1,431,497	1,970,425	538,928	1,407,322	1.72
Debt interest-LOC	_	-,,	25,000	25,000	-, · · · · · · · -	
Project expenses	132,184	589,442	4,000,000	3,410,558	90,450	551.68
Total Non Operating Expenses	132,184	2,020,939	5,995,425	3,974,486	1,497,772	34.93
Total Non Operating Expenses	\$ 149,740	\$ (613,626)	\$ -	\$ (613,626)	\$ (422,264)	45.32

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 3/1/2024 Through 3/31/2024

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Toll Operating Revenues						
TPS Revenues	\$ 314,673	\$ 1,851,122	\$ 2,865,000	\$ (1,013,878)	\$ 1,765,583	4.84
Fuego Revenues	82,342	377,120	500,000	(122,880)	224,513	67.97
Interop Revenues						
Interop revenues	140,684	666,526	995,000	(328,474)	384,319	73.43
Bridge interoperability	31,950	250,461	520,000	(269,539)	306,626	(18.32)
Total Interop Revenues	172,634	916,987	1,515,000	(598,013)	690,945	32.71
Other Toll Revenues						
Interlocal agreement revenues	13,625	75,786	172,517	(96,731)	82,779	(8.45)
Total Other Toll Revenues	13,625	75,786	172,517	(96,731)	82,779	(8.45)
Total Toll Operating Revenues	583,273	3,221,016	5,052,517	(1,831,501)	2,763,820	16.54
Toll Operating Expenses						
Personnel costs	55,910	341,058	938,097	597,039	281,049	21.35
Transaction processing costs	79,691	424,147	1,046,850	622,703	388,746	9.11
Toll system maintenance/IT	23,758	141,058	288,000	146,942	136,261	3.52
Roadside maintnenace	37,206	256,319	615,000	358,681	235,600	8.79
CSC indirect/overhead costs	17,830	135,510	570,371	434,861	108,128	25.32
Total Toll Operating Expenses	214,394	1,298,092	3,458,318	2,160,226	1,149,784	12.90
Total Operating Income (Loss)	368,879	1,922,924	1,594,199	328,725	1,614,036	19.14
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	_	2,032,010	2,979,199	947,189	1,836,858	10.62
Total Non Operating Expenses	_	2,032,010	2,979,199	947,189	1,836,858	10.62
Changes in Net Position	\$ 368,879	\$ (109,086)	\$ -	\$ (109,086)	\$ (222,821)	(51.04)

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report From 3/1/2024 Through 3/31/2024

	Current Period Actual	Current Year Actual	YTD Budget - Original	Annual Budget Variance - Original	Prior Year Actual	Current Year % Change
Operating Revenues						
Vehicle registration fees	\$ 333,450	\$ 1,702,080	\$ 3,450,000	\$ (1,747,920)	\$ 1,683,370	1.11
Interlocal agreement	26,625	157,975	608,297	(450,322)	193,287	(18.27)
Toll revenues	569,648	3,145,230	4,880,000	(1,734,770)	2,681,041	17.31
Total Operating Revenues	929,723	5,005,284	8,938,297	(3,933,013)	4,557,698	9.82
Operating Expenses						
Personnel costs	122,028	933,304	2,295,403	1,362,099	994,008	(6.11)
Accounting software and services	-	-	3,000	3,000	-	-
Professional services	17,000	95,027	224,000	128,973	98,080	(3.11)
Contractual services	20,947	95,454	195,000	99,546	46,983	103.17
Advertising & marketing	12,119	60,778	159,000	98,222	63,469	(4.24)
Data processing	2,420	29,246	30,000	754	6,074	381.47
Dues & memberships	460	25,800	32,000	6,200	15,815	63.14
Education & training	-	-	20,000	20,000	1,545	(100.00)
Fiscal agent fees	2,965	5,965	57,790	51,825	5,075	17.54
Insurance	487	52,369	94,200	41,831	53,490	(2.10)
Maintenance & repairs	2,142	12,757	145,000	132,243	7,641	66.95
Office supplies	30,751	195,511	472,150	276,639	212,566	(8.02)
Road maintenance	73,549	428,242	959,700	531,458	410,973	4.20
Leases	632	54,456	73,297	18,841	15,163	259.14
Toll services	24,208	98,182	347,250	249,069	62,648	56.72
Travel	10,941	24,350	65,000	40,650	21,644	12.50
Utilities	5,184	34,025	85,024	50,999	35,214	(3.38)
Contingency	30,000	32,059	340,859	308,800	7,476	328.80
Total Operating Expenses	355,835	2,177,524	5,598,673	3,421,149	2,057,866	5.81
Net Change from Operations	573,888	2,827,760	3,339,624	(511,864)	2,499,832	13.12
Non Operating Revenue						
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-	-
Interest income	76,915	502,477	250,000	252,477	189,712	164.86
TRZ Revenue	-	-	4,000,000	(4,000,000)	-	-
Total Non Operating Revenue	76,915	502,477	5,635,000	(5,132,523)	189,712	164.86
Non Operating Expenses						
Bond Debt Expense	_	3,463,507	4,949,624	1,486,117	3,244,179	6.76
Debt Interest - LOC	_	-	25,000	25,000	-	-
Project expenses	132,184	589,442	4,000,000	3,410,558	90,450	551.68
Total Non Operating Expenses	132,184	4,052,949	8,974,624	4,921,675	3,334,629	21.54
Changes in Net Position	\$ 518,619		\$ -	\$ (722,712)	\$ (645,086)	12.03

Statement of Revenues and Expenditures From 3/1/2024 Through 3/31/2024

	Cameron County	City of Brownsville	Federal Funds	State Funds	Total
Non Operating Revenues					
Revenues				•	
SH550 GAP II	\$ -	\$ -	\$ 8,752	\$ -	\$ 8,752
SH 32 (East Loop)	-	149,900	-	-	149,900
Dana Rd	15,272	-	-	-	15,272
CC- Veterans Bridge	256,584	-	795,838	141,261	1,193,682
CC - Consulting Services PF	8,000	-	-	-	8,000
Total Revenues	279,856	149,900	804,590	141,261	1,375,607
Total Non Operating Revenues	279,856	149,900	804,590	141,261	1,375,607
Non Operating Expenses					
Project expenses					
SH550 GAP II	-	-	8,752	-	8,752
SH 32 (East Loop)	-	149,900	-	-	149,900
Dana Rd	15,272	-	_	-	15,272
CC- Veterans Bridge	256,584	-	795,838	141,261	1,193,682
CC - Consulting Services PF	8,000	-	-	-	8,000
Total Project expenses	279,856	149,900	804,590	141,261	1,375,607
Total Non Operating Expenses	279,856	149,900	804,590	141,261	1,375,607
Total Changes in Net Position	\$ -	\$ -	\$ -	\$ -	\$ -

Statement of Revenues and Expenditures From 10/1/2023 Through 3/31/2024

	Cameron County	City of Brownsville	Federal Funds	State Funds	Total
Non Operating Revenues					
Revenues					
South Padre Island 2nd Access	\$ 174,584	\$ -	\$ -	\$ -	\$ 174,584
SH550 GAP II	-	-	8,752	-	8,752
SH 32 (East Loop)	196,853	1,148,896	-	-	1,345,750
FM 509	78,044	-	-	-	78,044
Flor De Mayo Bridge	30,308	-	-	-	30,308
Dana Rd	170,994	7,210	-	-	178,204
CC- Veterans Bridge	1,089,603	-	1,899,913	337,235	3,326,750
CC - Gateway Bridge	2,750	-	-	-	2,750
CC - Consulting Services PF	48,000	-	-	-	48,000
CC - Administration Building & Parking Lot	16,288	-	-	-	16,288
Total Revenues	1,807,425	1,156,106	1,908,665	337,235	5,209,431
Total Non Operating Revenues	1,807,425	1,156,106	1,908,665	337,235	5,209,431
Non Operating Expenses					
Project expenses					
South Padre Island 2nd Access	174,584	-	_	-	174,584
SH550 GAP II	_	-	8,752	-	8,752
SH 32 (East Loop)	196,853	1,148,896	_	_	1,345,750
FM 509	78,044	-	_	_	78,044
Flor De Mayo Bridge	30,308	_	_	-	30,308
Dana Rd	170,994	7,210	_	_	178,204
CC- Veterans Bridge	1,089,603	-	1,899,913	337,235	3,326,750
CC - Gateway Bridge	2,750	_	-	_	2,750
CC - Consulting Services PF	48,000	_	_	_	48,000
CC - Administration Building & Parking Lot	16,288	_	_	_	16,288
Total Project expenses	1,807,425	1,156,106	1,908,665	337,235	5,209,431
Total Non Operating Expenses	1,807,425	1,156,106	1,908,665	337,235	5,209,431
Total Changes in Net Position	\$ -	<u> </u>	\$ -	<u> </u>	\$ -

Balance Sheet As of 3/31/2024

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	\$ 3,881,676
Restricted cash - projects	5,655,695
Restricted cash accounts - debt service	5,355,136
Restricted cash - bond proceeds	2,351,604
Restricted cash - Transportation Reinvestment Zone (TRZ)	9,222,979
Accounts receivable, net	
Vehicle Registration Fees - Receivable	661,605
Other	4,140,715
Total Accounts receivable, net	4,802,320
Accounts receivable - other agencies	4,082,844
Prepaid expenses	50,436
Total Current Assets:	35,402,691
Non Current Assets:	, ,
Capital assets, net	93,126,661
Capital projects in progress	23,555,444
Unamortized bond prepaid costs	85,388
Net pension asset	164,797
Total Non Current Assets:	116,932,289
Deferred Outflow of Resources	, ,
Deferred outlflow related to pension	288,854
Total ASSETS	152,623,833
LIABILITIES	
Current Liabilities	
Accounts payable	509,863
Unearned revenue	5,009,336
Total Current Liabilities	5,519,199
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	170,943
Total LIABILITIES	94,487,212
NET POSITION	
Beginning net position	55,690,575
Total Basinning not resition	
Total Beginning net position	55,690,575
Changes in net position	2,446,046
Total Changes in net position	2,446,046
Total NET POSITION	58,136,621
TOTAL NET FOSTION	30,130,021
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	\$ 152,623,833

Statement of Cash Flows As of 3/31/2024

	Current Period			Current Year		
Cash Flows from Operating Activities						
Receipts from vehicle registration fees	\$	1,030,920	\$	1,636,800		
Receipts from interop toll revenues		145,431		890,987		
Receipts from TPS toll revenues		396,495		2,304,904		
Receipts from other operating revenues		25,859		157,209		
Payments to vendors		(261,998)		(1,401,012)		
Payments to employees		(123,004)		(944,235)		
Total Cash Flows from Operating Activities		1,213,704		2,644,653		
Cash Flows from Capital and Related Financing Activities						
Acquisitions of property and equipment		(46,227)		(242,242)		
Acquisitions of construction in progress		(1,410,914)		(4,762,137)		
Payments on principal and interest		-		(3,768,009)		
Payment on interlocal project expenses		(1,499,792)		(5,750,873)		
Advances and Interlocal project proceeds		1,269,615		13,908,562		
Total Cash Flows from Capital and Related Financing Activities		(1,687,317)		(614,699)		
Cash Flows from Investing Activities						
Receipts from interest income		76,915		502,477		
Total Cash Flows from Investing Activities		76,915		502,477		
Beginning Cash & Cash Equivalents						
		26,863,787		23,934,659		
Ending Cash & Cash Equivalents	\$	26,467,090	\$	26,467,090		

Cameron County Regional Mobility Authority Duncan Collections FY 2024

	G	Н	I	J	K	L	
			Duncan Collections	Amount due to			
	Duncan Total	Duncan Reimbursed	(Net of Prepaid Base	Duncan	Amount due to CCRMA		
Month	Collections	Pre-paid Base Tolls	Tolls)	(Violation Fees)	(Violation Fees)	Base 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
Dec-23	23,395	2,070	21,326	9,329	11,997	40,883	52,879
Jan-24	45,122	4,050	41,072	18,130	22,942	75,664	98,606
Feb-24	82,857	8,920	73,937	32,961	40,976	47,098	88,074
Mar-24	56,585	3,716	52,869	21,849	31,020	-	31,020
Total FY'24	271,160	24,921	246,239	107,293	138,946	263,350	402,294

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY Statement of Revenues and Expenditures - Monthly R $\underline{\hspace{0.3cm}}$ - Unposted Transactions Included In Report From 3/1/2024 Through 3/31/2024

(In Whole Numbers)

	Current	YTD Budget -	Budget Recognized
	Year Actual	Original	%
Operating Revenues			
Vehicle registration fees	\$ 1,702,080	\$ 3,450,000	
Interlocal agreements	78,000	425,700	
Other revenues	4,188	10,080	
Total Operating Revenues	1,784,269	3,885,780	46%
Operating Expenses			
Personnel costs	592,246	1,357,306	44%
Professional services	129,280	277,000	47%
Advertising & marketing	9,500	59,000	16%
Data processing	18,906	30,000	63%
Dues & memberships	18,890	25,000	76%
Education & training	0	10,000	0%
Fiscal agent fees	5,965	52,590	11%
Insurance	397	9,200	4%
Maintenance & repairs	7,158	70,000	10%
Office supplies	8,732	33,650	26%
Leases	26,198	32,735	80%
Travel	18,637	25,000	75%
Utilities	13,522	31,624	43%
Contingency	30,000	127,250	<u>24%</u>
Total Operating Expenses	879,432	2,140,355	<u>41%</u>
Total Operating Income (Loss)	904,871	1,745,425	<u>52%</u>
Non Operating Revenues			
Interest income	502,477	250,000	201%
TRZ revenue	0	4,000,000	
Total Non Operating Revenues	502,477	4,250,000	
Non Operating Eveness			
Non Operating Expenses Debt principal and interest	1 /21 /07	1 070 425	73%
Debt interest-LOC	1,431,497 0	1,970,425 25,000	
Project expenses	589,442	4,000,000	
Total Non Operating Expenses	\$ 2,020,939	\$ 5,995,425	
Total Non Operating Expenses	φ 4,040,939	ψ 3,773,423	34 /0

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenditures - Cash - Unposted Transactions Included In Report From 3/1/2024 Through 3/31/2024

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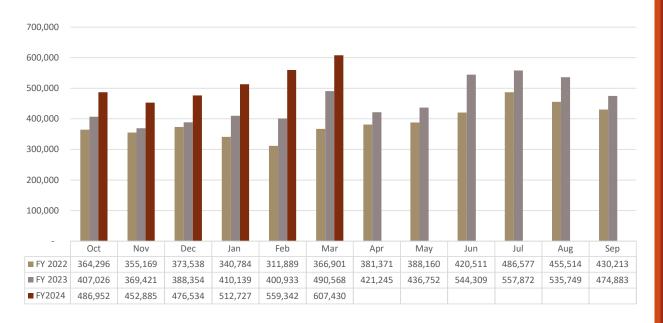
				Budget
	Cu	ırrent Year	YTD Budget	Recognized
		Actual	Original	%
Toll Operating Revenues				
TPS Revenues	\$	1,851,122	\$ 2,865,000	65%
Fuego Revenues		377,120	500,000	75%
Interop Revenues				
Interop revenues		666,526	995,000	67%
Bridge interoperability		250,461	520,000	<u>48%</u>
Total Interop Revenues		916,987	1,515,000	61%
Other Toll Revenues				
Interlocal agreement revenues		75,786	172,517	<u>44%</u>
Total Other Toll Revenues		75,786	172,517	44%
Total Toll Operating Revenues		3,221,016	5,052,517	<u>64%</u>
Toll Operating Expenses				
Personnel costs		341,058	938,097	36%
		424,147	· · · · · · · · · · · · · · · · · · ·	41%
Transaction processing costs		· ·	f f	
Toll system maintenance/IT Roadside maintnenace		141,058	· · · · · · · · · · · · · · · · · · ·	49%
		256,319		42%
CSC indirect/overhead costs		135,510		<u>24%</u>
Total Toll Operating Expenses		1,298,092	3,458,318	<u>38%</u>
Total Operating Income (Loss)		1,922,924	1,594,199	<u>121%</u>
Non Operating Revenues				
Pass through grant revenues		_0	1,385,000	0%
Total Non Operating Revenues		0	1,385,000	0%
Non Operating Expenses				
Debt principal and interest		2,032,010	2,979,199	<u>68%</u>
Total Non Operating Expenses	\$	2,032,010		68%
- Programs - Programs		=,==,=10	+ -, , , - , - , - , - , - , - ,	0070





TOLL OPERATIONS REPORT MARCH 2024

SH 550 Transactions

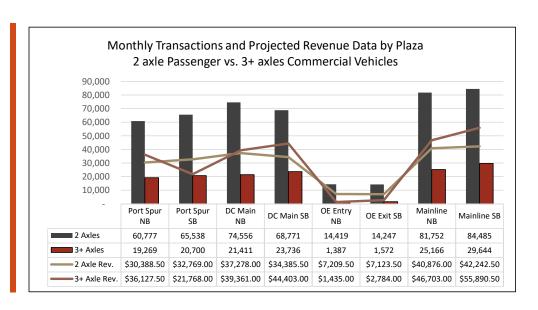


FY YEAR	TOTAL
FY 2022	4,674,923
FY 2023	5,437,251
FY 2024* *Through March	3,095,870

24 % increase compared to March 2023

SH 550 YEAR-TO-YEAR TRAFFIC COMPARISON

March	March Transaction and Projected Revenue Data by Axle								
2 Axle Passenger Vehicle vs. 3+ Axles Commercial Vehicle									
	per Plaza								
Plaza	2 Axles	3+ Axles	2	2 Axle Rev.	3	+ Axle Rev.			
Port Spur NB	60,777	19,269	\$	30,388.50	\$	36,127.50			
Port Spur SB	65,538	20,700	\$	32,769.00	\$	21,768.00			
DC Main NB	74,556	21,411	\$	37,278.00	\$	39,361.00			
DC Main SB	68,771	23,736	\$	34,385.50	\$	44,403.00			
OE Entry NB	14,419	1,387	\$	7,209.50	\$	1,435.00			
OE Exit SB	14,247	1,572	\$	7,123.50	\$	2,784.00			
Mainline NB	81,752	25,166	\$	40,876.00	\$	46,703.00			
Mainline SB	84,485	29,644	\$	42,242.50	\$	55,890.50			
Total by Axles	464,545	142,885	\$	232,272.50	\$	248,472.00			
Month Total		607,430	\$			480,744.50			



MARCH 2024



MARCH ESTIMATE TAG PENETRATION

		CL	JSIOP TAG	S		PBM	TOLL	PLUS	
	DNT	HCTRA	KTA	ОТА	TEX	OTHER	PHARR	FUEGO	Grand Total
Good Tag	8,183	23,528	691	1,087	57,611		12,969	53,071	157,140
Invalid Tags	2,030	4,466	139	211	12,440		805	11,589	31,680
Negative	2				1,524				1,526
Non Tag						417,084			417,084
Grand Total	10,215	27,994	830	1,298	71,575	417,084	13,774	64,660	607,430
Percent Inv/Neg	20%	16%	17%	16%	20%		6%	18%	5%
Tag Penetration									31%
Valid Tag Penetrat	ion								26%
Estimated PBM 450	0,290								74%
Estimated Pharr Ta	g Projecte	d Revenue							\$ 22,739.00
Estimated Fuego Tag Projected Revenue									\$ 36,878.00
Estimated Tag Proj	ected Reve	enue							\$ 62,698.50
Estimated PBM Projected Revenue									\$ 358,429.00

MEXICAN TRAFFIC REVENUE FY 2024

Month	Transactions	Revenue
October	20,047	\$ (37,285.38)
November	21,975	\$ (43,344.85)
December	20,054	\$ (42,150.49)
January	32,020	\$ (67,175.36)
February	23,233	\$ (50,165.97)
March	22,435	\$ (33,061.59)
April		
May		
June		
July		
August		
September		
Grand Total	139,764	-\$273,183.64





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	50,958	\$26,595.57	\$7,348.88	\$33,944.45
January	61,911	\$31,289.86	\$8,538.69	\$39,828.55
February	45,779	\$24,220.33	\$6,624.71	\$30,845.04
March	52,096	\$27,519.41	\$7,497.28	\$35,016.69
April				
May				
June				
July				
August				
September				



PAYMENT PROCESSING FY 2024

Source	Payment Mode	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Bank												
	Cashier Check					\$2.34	\$72.35						
	Cash	\$2,665.61	\$1,742.68	\$2,425.12	\$2,106.53	\$2,485.62	\$3,435.97						
CSC Payments	Check	\$14,390.64	\$13,430.00	\$9,895.20	\$14,649.75	\$12,209.56	\$14,299.96						
CSC Payments	CreditCard	\$50,448.24	\$42,773.18	\$45,844.74	\$49,771.53	\$62,228.18	\$66,828.95						
	DebitCard	\$40,579.70	\$44,635.06	\$36,869.30	\$40,414.40	\$51,165.42	\$47,393.20						
	MoneyOrder	\$1,231.28	\$943.56	\$777.92	\$1,310.94	\$1,171.15	\$894.65						
	Total Amount	\$109,315.47	\$ 103,524.48	\$ 95,812.28	\$ 108, 253.15	\$ 129,262.27	\$ 132,925.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bank	\$7,842.95	\$5,561.19	\$5,912.36	\$5,496.99	\$8,227.22	\$6,561.67						
	CreditCard	\$84,607.86	\$72,694.85	\$70,366.77	\$72,332.92	\$64,441.31	\$80,408.42						
WED Downsonto	DebitCard	\$127,764.98	\$119,944.86	\$104,784.41	\$112,509.70	\$113,852.98	\$130,847.05						
WEB Payments	Total Amount	\$ 220,215.79	\$ 198,200.90	\$ 181,063.54	\$ 190,339.61	\$ 186,521.51	\$ 217,817.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			•	•					•	•	•		
	Combined Total	\$ 329,531.26	\$ 301,725.38	\$ 276,875.82	\$ 298,592.76	\$ 315,783.78	\$ 350,742.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

YTD \$ 1,873,251.22

Professional Account Management, LLC a duncan solutions company

COLLECTION TRANSFER & PAYMENTS AND OUT OF STATE BILLING & PAYMENTS



COLLECTIONS FY 2024

Month	Invoice Count	Amount Transferred to Collections	Amount Paid to CCRMA
October	er 9,342 \$618,375.79		\$74,745.74
November	6,342	\$421,533.00	\$56,970.00
December	6,408	\$427,559.00	\$52,879.00
January	11,889	\$790,410.00	\$98,606.00
February	9,216	\$614,868.00	\$88,182.00
March	7,692	\$520,531.00	\$31,020.00
April			
May			
June			
July			
August			
September			
Total	50,889	\$3,393,276.79	\$402,402.74

OUT OF STATE FY 2024

Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
October	782	\$25,539.05	\$7,347.53	\$18,191.52
November	572	572 \$19,366.05		\$14,677.05
December	577	\$13,031.78	\$3,930.14	\$9,101.64
January	678	\$14,188.25	\$4,050.86	\$10,137.39
February	844	\$14,290.09	\$3,878.09	\$10,412.00
March	914	\$10,920.82	\$1,790.60	\$9,130.22
April				
May				
June				
July				
August				
September				
Total	4,367	\$97,336.04	\$25,686.22	\$71,649.82
Amounts change	due to nonngyment and	d accrual of fees. New payme	nts also affect halance	

CSC PERFORMACE MARCH 2024

Total Calls Received: 2,882

- Answered: 2,821 - Missed: 2%

TVC Account Settlements

- 34 Settlements

- Total Amount Collected: \$9,459.70

- 15 Fuego Registrations

Image Review

- Total Images Processed: 477,236

- Average Image/min: 12

- Average time on IR: 653 hrs.

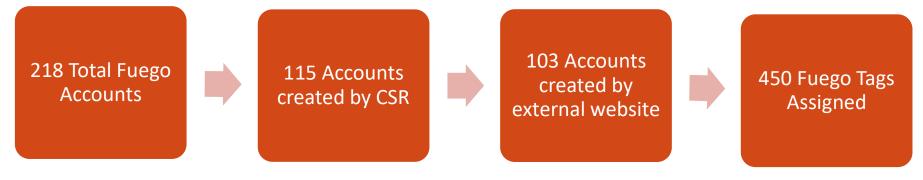


6 Disabled Veterans Enrollments

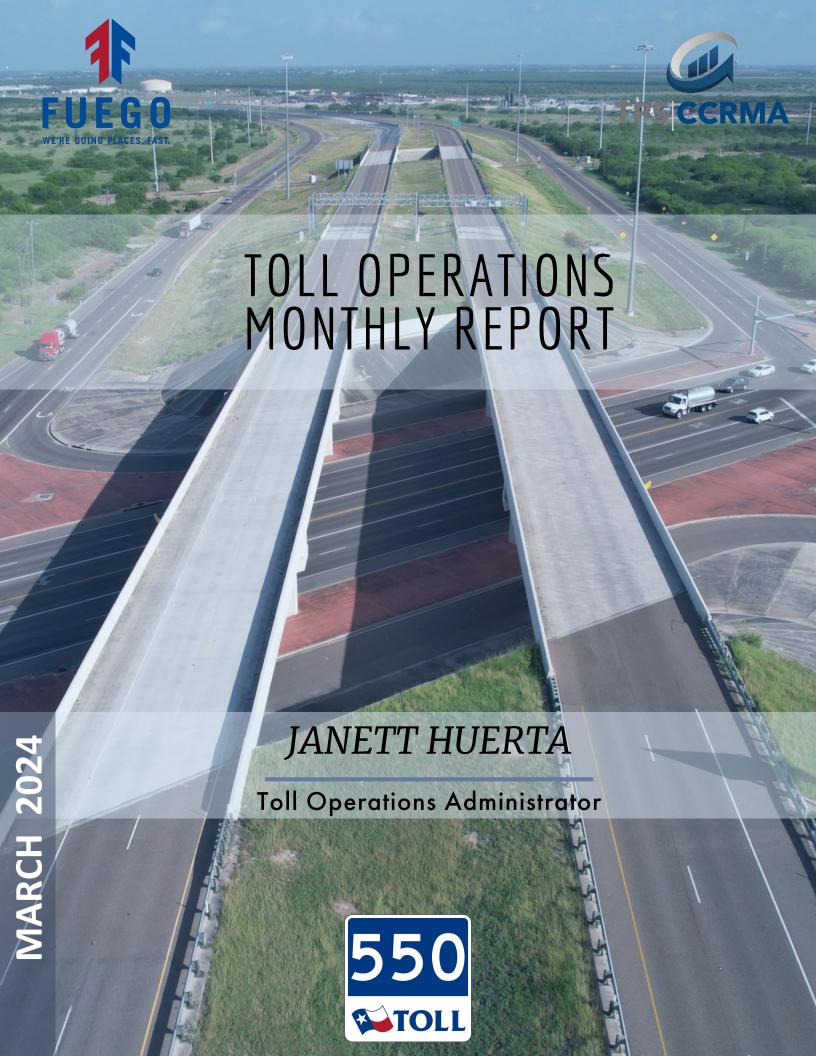






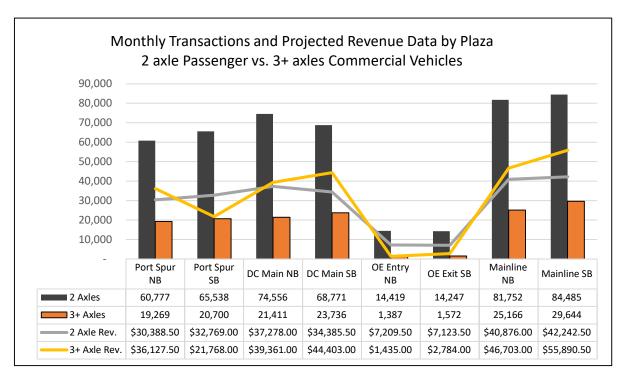


MARCH 2024 FUEGO ACCOUNTS

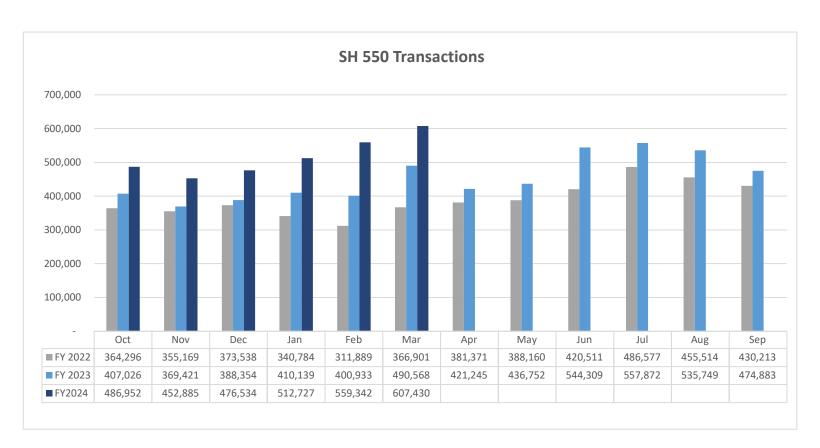




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		per Plaza							
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Total by Axles	464,545	142,885	\$	232,272.50	\$	248,472.00			
Month Total		607,430	\$			480,744.50			



Year to Year Traffic Comparison



FY Year Total								
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FY 2024*	3,095,870							
*Through March								

Tag Penetration for the Month

March 2024

		Cl	JSIOP TAGS	;		PBM	TOLL	PLUS		
	DNT	HCTRA	KTA	OTA	TEX	OTHER	PHARR	FUEGO	Gra	nd Total
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Estimated PBM 450	,290									74%
Estimated Pharr Tag	g Projected F	Revenue							\$	22,739.00
Estimated Fuego Ta	g Projected	Revenue							\$	36,878.00
Estimated Tag Projected Revenue								\$	62,698.50	
Estimated PBM Pro	jected Rever	nue							\$	358,429.00

SH 550 Mexican Traffic Revenue FY 2024

	Month	Transactions	Revenue
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November		21,975	\$ (43,344.85)
December		20,054	\$ (42,150.49)
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April			
May			
June			
July			
August			
September			
Grand Tota	I	139,764	-\$273,183.64

Mexican License Plates Recorded

15,067

of Transactions

147,170 Total # of Mexican Transactions

139,764 Posted to MX Acct

7,406 Posted to Fuego & TVC (assumption)

3,095,870 Total Transactions for FY24

5% Percentage of MX Transactions

Mexican Vehicle Transaction Count by Axle FY 2024

Month	6 Axle	5 Axle	4 Axle	3 Axle	2Axle	Total Transactions
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	6,650	4,989	128	2,079	6,208	20,054
January	9,094	9,873	248	2,373	10,432	32,020
February	6,999	7,621	154	955	7,504	23,233
March	2,227	5,159	185	2,456	12,408	22,435
April						-
May						-
June						-
July						-
August						-
September						-
Grand Total	35,602	38,720	991	10,630	53,821	139,764
3axle +	85,943	61%				
2axle	53,821	39%				
Total No. of MX Transactions	139,764			_		

^{*}these transactions are not getting billed

Mexican License Plates Recorded

15,067

3,095,870 Total Transactions for FY 2024 5% Percentage of MX Transactions

Out Of State Billing and Payments





Month	Number of Invoices	Invoiced Amount (w/fees)	Amount Paid	Outstanding Amount
October	782	\$25,539.05	\$7,347.53	\$18,191.52
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May				
June				
July				
August				
September				
Total	4,367	\$97,336.04	\$25,686.22	\$71,649.82

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

Collection Transfer and Payments





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
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January	11,889	\$790,410.00	\$98,606.00
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May			
June			
July			
August			
September			
Total	50,889	\$3,393,276.79	\$402,402.74







Source	Payment Mode	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
	Bank												
	Cashier Check					\$2.34	\$72.35						
	Cash	\$2,665.6	1 \$1,742.68	\$2,425.12	\$2,106.53	\$2,485.62	\$3,435.97						
000 Day	Check	\$14,390.64	\$13,430.00	\$9,895.20	\$14,649.75	\$12,209.56	\$14,299.96						
CSC Payments	CreditCard	\$50,448.24	\$42,773.18	\$45,844.74	\$49,771.53	\$62,228.18	\$66,828.95						
	DebitCard	\$40,579.70	\$44,635.06	\$36,869.30	\$40,414.40	\$51,165.42	\$47,393.20						
	MoneyOrder	\$1,231.28	\$943.56	\$777.92	\$1,310.94	\$1,171.15	\$894.65						
	Total Amount	\$109,315.47	\$ 103,524.48	\$ 95,812.28	\$ 108,253.15	\$ 129,262.27	\$ 132,925.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
								•	•		•	•	•
	Bank	\$7,842.9	\$5,561.19	\$5,912.36	\$5,496.99	\$8,227.22	\$6,561.67	1					
	CreditCard	\$84,607.86	\$72,694.85	\$70,366.77	\$72,332.92	\$64,441.31	\$80,408.42						
WED Daymanta	DebitCard	\$127,764.98	\$119,944.86	\$104,784.41	\$112,509.70	\$113,852.98	\$130,847.05						
WEB Payments	Total Amount	\$ 220,215.79	\$ 198,200.90	\$ 181,063.54	\$ 190,339.61	\$ 186,521.51	\$ 217,817.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		•	•	•			•	•	•	•	•		
	Combined Total	\$ 329,531.26	\$ 301,725.38	\$ 276,875.82	\$ 298,592.76	\$ 315,783.78	\$ 350,742.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
												YTD	\$ 1.873.251.22

Mail Batch Summary Report



FY 2024

Month		Toll Bill			1st Notice			2nd Notice	!		Final Notice	9	Total Generated
Worth	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	20,156	20,156	-	11,477	10,879	598	10,859	10,163	696	10,441	9,760	681	52,933
January	24,609	24,609	-	13,460	12,766	694	11,339	10,641	698	12,345	11,491	854	61,753
February	21,440	21,440	-	8,194	7,714	480	8,595	8,051	544	9,083	8,478	605	47,312
March	24,235	24,235	-	13,253	12,524	729	8,632	8,055	577	7,814	7,282	532	53,934
April			-			-			-			-	-
May			-			-			-			-	-
June			-			-			-			-	-
July			-			-			-			-	-
August			-			-			-			-	-
September			-			-			-			-	-
	140,290	140,290	-	77,305	73,220	4,085	67,500	63,320	4,180	65,094	60,740	4,354	350,189



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	183,699	191,717	17,229	5%	392,645
January	219,158	221,240	21,620	5%	462,018
February	229,505	217,864	20,870	5%	468,239
March	223,286	230,931	23,019	5%	477,236
April					-
May					-
June					-
July					-
August					-
September					_
Total p/Review	1,192,263	1,186,532	113,644		
		Total Ima	ges Processed		2,492,439

IMAGE REVIEW OVERVIEW by CSR

March 2024

CSR	1st Review	2nd Review	3rd Review	Total
Misread			619	619
Barbara	26,503	20,809		47,312
Lulu	100			100
Jose Luis	23,154	16,051	8,923	48,128
Juan	21,404	10,816	8,379	40,599
Keyla	35,778	42,359		78,137
Robert	33,483	48,292		81,775
Melissa	24,108	28,200		52,308
Itzel	24,226	18,650		42,876
Shelby	24,731	32,744		57,475
				-
Mary		1,296	585	1,881
Janett	4,239	1,514	4,153	9,906
Lily	5,560	10,200	360	16,120
		Total Imag	ges Processed	477,236



Code Off Report

FY 2024

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

			March Brea	akdown - Re	eason Code:	S			
	Main N	Main S	Port Spur N	Port Spur S	DC N	DC S	OA N	OA S	Total
Camera Issue	61	53	79	366	68	57	103	26	813
Image Quality	858	1676	1547	2077	196	885	61	107	7,407
Exempt	406	389	366	281	278	237	119	110	2,186
Unreadable	1324	1668	1191	2332	943	1143	256	126	8,983
Disable Veteran	1467	1443	1103	990	1428	1263	778	831	9,303
Total per Plaza	4,116	5,229	4,286	6,046	2,913	3,585	1,317	1,200	28,692

Code Off Breakdown by Plaza/Lane March 2024 Port Spur S DC N DC

															wiaic	11 202-																	
		Ma	ain N			М	ain S			Port	Spur N			Port	Spur S	;		D	CN			D	C S			0	A N			0	A S		Total
	Ln 1	LN 2	LN 3	Total	Ln 4	LN 5	LN 6	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	Ln 4	LN 5	LN 6	Total	Ln 1	LN 2	LN 3	Total	Ln 1	LN 2	LN 3	Total	
Camera Issue		36	25	61	6	31	16	53	22	57		79		366		366	43	20	5	68	10	45	2	57		103		103		26		26	813
Image Quality		518	340	858	621	1055		1676	15	1532		1547		2077		2077	1	143	52	196	435	449	1	885		61		61		107		107	7407
Exempt		145	261	406	128	261		389	1	365		366		281		281		152	126	278	126	111		237		119		119		110		110	2186
Unreadable		837	487	1324	382	1280	6	1668	25	1166		1191	1	2331		2332	15	710	218	943	335	805	3	1143		256		256		126		126	8983
Disable Veteran		621	846	1467	420	1023		1443	3	1100		1103		990		990		909	519	1428	533	729	1	1263		778		778		831		831	9303
Total per Plaza		4116				5229				4286				6046				2913				3585				1317				1200			28,692

Code Off Rate to Transactions

for the month 5%

				FY 202	4 CSR N	/lonthl	y Call R	Report					
CSR Name	October	November	December	January	February	March	April	May	June	July	August	September	Total
Barbara	646	506	411	447	454	471							2,935
Itzel						96							96
Juan	560	487	386	465	345	332							2,575
Jose Luis	542	353	344	360	257	305							2,161
Keyla	691	334	221	226	250	348							2,070
Robert	372	261	226	180	262	232							1,533
Melissa	123	447	511	609	492	465							2,647
Shelby		230	271	323	416	508							1,748
Mary	111	53	39	64	92	19							378
Lily	70	73	56	85	109	41							434
Janett	20	12	15	4	11	4							66
Cameron	225												225
Eduardo	15												15
Jose Lopez	304	229	178	62									
Total Answered Calls	3679	2,985	2,658	2,825	2,688	2,821							17,656
Missed Calls	192	144	85	97	116	61			ļ		ļ		695
Totals Calls Received	3871	3,129	2,743	2,922	2,804	2,882							18,351
% Missed	5%	5%	3%	3%	4%	2%							4%

				Fu	ego Acc	ounts R	egistere	d FY 24					
CSR	October	November	December	January	February	March	April	May	June	July	August	September	Total/per person
Barbara	28	28	11	12	26	16							121
Juan	28	22	14	19	22	16							121
Jose Luis	5	5	12	7	7	15							51
Keyla	11	16	9	19	19	9							83
Robert	19	20	9	16	13	21							98
Melissa		31	25	17	24	29							126
Shelby		4	13	11	9	8							45
Lily	2	5		1	6								14
Mary	1			2	3								6
Janett	2		1			1							4
													0
Eduardo	2												2
Cameron	3												3
Jose Lopez	2	5	3	3									
Total FUEGO Accts Opened by CSR													
	103	136	97	107	129	115							674
Total FUEGO Accts													
Opened	172	209	163	175	211	218							1148
Enrollment % in Office	60%	65%	60%	61%	61%	53%							59%

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

FEBRUARY PAY APP #20 - \$500,000

MARCH PAY APP #21 - \$950,000

2-F CONSIDERATION AND AUTHORIZATION FOR CCRMA STAFF TO ADVERTISE AND REQUEST RFP'S FOR THE FOLLOWING SERVICES, TITLE COMPANY (TITLE COMMITMENTS, POLICY COMMITMENTS, TITLE SEARCH AND CLOSING SERVICES).



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

Board of Directors To:

From: Pete Sepulveda, Jr., Executive Director

Date: April 25, 2024

Subj: Item 2F- Consideration and Approval to Authorize Cameron County Regional Mobility Authority Staff to Advertise and request RFP's for the following services, Title Company (Title Commitments, Policy Commitments, Title Search and Closing Services).

CCRMA staff have determined the need to request proposals for Title Company services, thus, staff is requesting approval to advertise.

2-G CONSIDERATION AND AUTHORIZATION FOR CCRMA STAFF TO ADVERTISE AND REQUEST RFQ'S FOR THE FOLLOWING SERVICES, APPRAISER AND REVIEW APPRAISER.



IMPROVING MORE THAN JUST ROADS

MEMORANDUM

Board of Directors To:

From: Pete Sepulveda, Jr., Executive Director PSY

April 25, 2024 Date:

Subj: Item 2G- Consideration and Approval to Authorize Cameron County Regional Mobility Authority Staff to Advertise and request RFQ's for the following services, Appraiser and Review

Appraiser.

CCRMA staff have determined the need to request for qualifications for Appraiser and Appraiser Review services, thus, staff is requesting approval to advertise.

2-H CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 41 WITH R.R.P. CONSULTING ENGINEERS, L.L.C., FOR THE SOUTH PARALLEL CORRIDOR PHASE III PROJECT.

WORK AUTHORIZATION NO. 41

This Work Authorization is made as of this <u>25th</u> day of <u>April</u>, 2024, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the "Agreement"), between the Cameron County Regional Mobility Authority (the "Authority") and another engineering company that divested a portion of its assets to R.R.P. Consulting Engineers, L.L.C., General Engineering Consultant (GEC).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Professional services for Phase III of the South Parallel Corridor Project.*

Section A. - Scope of Services

A.1. GEC shall perform the following Services:

GEC shall perform the Services as listed in Exhibit B and as requested by the Authority.

Section B. - Schedule

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on Exhibit C.

Section C. - Compensation

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$481,056.70, based on the attached fee estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method Lump Sum Payment Method.
- C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC.

Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Frank Parker, Jr., Chairman

Date: 04/25/2024

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

y: Daniel C. Pier. DE. Bresident

Date: 4/25/2024

LIST OF EXHIBITS

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

EXHIBIT A Authority's Responsibilities

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

GENERAL

The Authority will provide to the Engineer the following:

- (1) Payment for work performed by the Engineer and accepted by Authority in accordance with this Agreement.
- (2) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
- (3) Provide timely review and decisions in response to the Engineer's request for information and/or required submittals and deliverables, in order for the Engineer to maintain an agreed-upon work schedule.
- (4) All schematics, environmental studies, as-built plans, traffic studies, and any other available work already performed for Cameron County on the South Parallel Corridor with respect to any of the 3 Phases.
- (5) Provide advertising and postage cost for all Public meetings as applicable.
- (6) Provide hard copy and digital copy of previously completed work property ownership digital mapping, survey ground control and public utility information as required to complete the task.
- (7) Provide any design plans currently prepared in hard copy along with MicroStation files.
- (8) Right-of-entry coordination.

EXHIBIT B SERVICES TO BE PROVIDED BY THE GEC/Engineer

County:

Cameron

Project:

South Parallel Corridor Phase III

Limits:

From: FM 2520 To: FM 1577

CSJ:

0921-06-257

Project Overview:

The project consists of Advance Project Development (APD) and Plans, Specifications and Estimate (PS&E) for a new location roadway consisting of a 2-lanes rural cross section within a 120 ft ROW. This portion of the project is considered Phase III of the South Parallel Corridor project. The limits identified above will complete the South Parallel Corridor project.

These limits are illustrated below:



GENERAL REQUIREMENTS

1.1. Design Criteria. The Engineer shall prepare all work in accordance with the latest version of applicable Authority and State's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications, which include: the PS&E Preparation Manual, Roadway Design Manual, Hydraulic Design Manual, the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (latest Edition), and other State approved manuals. When design criteria are not identified in State manuals, the Engineer shall notify the Authority and refer to the American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Street, (latest Edition). All manuals utilized will be the latest manuals of record at the time of the execution of the work order. In addition, the Engineer shall follow the Authority's guidelines in developing the PS&E package. The Engineer shall prepare each PS&E package in a form suitable for letting through the Authority's construction contract bidding and awarding process.

The Engineer shall identify, prepare exhibits, and complete all necessary forms for each Design Exception and Waiver required within project limits <u>prior</u> to the 30% project completion submittal. The Engineer shall submit each exception and waiver to the Authority for coordination and processing of approvals. If subsequent changes require additional exceptions, the Engineer shall notify the Authority in writing as soon as possible after identification of each condition that may warrant a design exception or waiver.

1.2. Right-of-Entry and Coordination. OMITTED

1.3. Progress Reporting and Invoicing. The Engineer shall submit a monthly written progress report to the Authority's Project Manager regardless of whether the Engineer is invoicing for that month. The Engineer's written progress report shall describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a per cent complete by task.

The Engineer shall prepare a design time schedule and an estimated construction contract time schedule. The schedules shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format that depicts the interdependence of the various items The Engineer shall schedule milestone submittals at 30%, 60%, 90% and final project completion phases. The Engineer shall advise the Authority in writing if the Engineer is not able to meet the scheduled milestone review date.

- **1.4.** Use of the State's Standards. The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the Authority Project Manager. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.
- 1.5. Organization of Plan Sheets. The PS&E shall be complete and organized in accordance with the latest edition of the State's PS&E Preparation Manual. The PS&E package shall be suitable for the bidding and awarding of a construction contract, and in accordance with the latest State's policies and procedures, and the District's PS&E Checklist.

1.6. Personal Protective Equipment (PPE). The Engineer shall, and shall require its subcontractors to, (1) provide personal protective equipment (PPE) to their personnel, (2) provide business vehicles for their personnel, and (3) require their personnel to use PPE and drive only business vehicles while performing work on or near roadways. The PPE must meet all (1) current standards set by the Occupational Safety and Health Administration (OSHA) and (2) TxDOT requirements (e.g., safety glasses, Type 3 (TY 3) pants for night work). Each business vehicle must be clearly marked with the Engineer's business name, or the name of the appropriate subcontractor, such that the name can be identified from a distance.

Environmental

TASK 120 - PUBLIC INVOLVEMENT AND SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES

The proposed project shall include the preparation of an environmental document which will be completed in accordance with the National Environmental Policy Act (NEPA, 40 CFR 1500-1508), and other applicable federal and state regulations and guidance (including TxDOT Environmental Compliance Toolkits). An Environmental Assessment (EA) Reevaluation is anticipated to be the appropriate level of documentation to be prepared for this proposed project. The GEC shall perform tasks to complete public involvement and environmental studies to advance the project through final NEPA approval. The preparation of environmental studies shall include requisite data collection, technical reports and supporting documentation for TxDOT review. The Reevaluation shall document the social, economic, and environmental conditions as well as potential impacts of the proposed project on the human and natural environment. Public involvement/outreach activities shall be conducted as part of the scope of work for a Reevaluation project. A Public Involvement Plan would be completed and coordination with stakeholders and the public would be included in the Reevaluation documentation.

TASK 120.01 - PUBLIC INVOLVEMENT - OMITTED

Subtask 120.01.01 - Mailing List - OMITTED

Subtask 120.01.02 - Public Involvement Plan - OMITTED

Subtask 120.01.03 - Public Outreach - OMITTED

Subtask 120.01.04 - Public Hearing - OMITTED

Deliverables:

Mailing List

TASK 120.02 – ENVIRONMENTAL DOCUMENTATION (REEVALUATION)

The GEC shall conduct field reconnaissance investigations to gather data including but not limited to previous studies (e.g., Environmental Assessment/FONSI), land use/land records, property and facility management records, engineering data, permits, public safety requirements, and/or environmental analyses from previous studies. Field studies shall be conducted followed by the preparation of a series of technical reports and an environmental document (e.g., Reevaluation) which meets the requirements of the NEPA. The GEC shall prepare an environmental document that satisfies the requirements of 23 CFR 771, 43 TAC 2.101-2.110 and TxDOT's current environmental guidance. Should significant impacts to the human or natural environment be identified as a result of the Reevaluation preparation activities, then another environmental document may be required. If the environmental review process determines that

another level of environmental documentation is required (e.g., EA, Supplemental EA, EIS), the effort associated with preparing another document type shall be considered out of scope and subject to a separate work authorization.

The GEC understands that the Surface Transportation Project Delivery Program (23 USC 327) allows the Secretary of Transportation to assign and a state (such as Texas) to assume the Secretary's responsibilities under the NEPA and other related environmental laws for highway/roadway projects. This federal assignment program to states is called NEPA assignment. NEPA assignment is intended to streamline the federal environmental review process by eliminating FHWA project-specific reviews and subsequent approvals. NEPA assignment therefore allows the participating state the project-specific reviews and approval on selected projects. The FHWA provided NEPA assignment to TxDOT (23 USC 327) through a Memorandum of Understanding dated December 9, 2019.

Subtask 120.02.01 - Project Scoping Coordination - OMITTED

Subtask 120.02.02 – Resource Reviews

The GEC shall review the description of the proposed project and the resources previously analyzed in the original EA for the proposed project. The following resources shall be reviewed, as applicable, and updated as needed for the Reevaluation documentation.

- Need and Purpose
- Alternatives Analysis
- Environmental Constraints
- Land Use
- Farmland, Soils and Geology
- Air Quality
- Hazardous Materials

Deliverables:

• Sections included in the Reevaluation documentation (TxDOT Reevaluation Form with supporting documentation)

Subtask 120.02.03 - Socioeconomic, Environmental Justice and Community Considerations - OMITTED

Subtask 120.02.04 - Water Resources

The GEC shall document compliance with laws and regulations concerning the management of water resources in accordance with the current version of the TxDOT *Environmental Handbook for Water Resources*.

A) Surface Water

The GEC shall assess surface water features within the project limits (e.g., resacas, arroyos, open water, drainage ditches, irrigation canals, washes, draws, creeks, streams, rivers, etc.). Impacts to surface waters would be assessed for the Build Alternative in the Reevaluation documentation. The Texas Commission on Environmental Quality (TCEQ) Section 303(d) list of impaired waters would be reviewed to evaluate the presence of any impaired waters within the area of the proposed project. The GEC shall complete the TxDOT Surface Water Analysis Form.

B) Floodplains

Executive Order 11988 requires federal agencies to determine whether a proposed action occurs within a floodplain. Executive Order 11988 directs each federal agency to take action 1) to reduce the risk of losses associated with floods, 2) to minimize the impact of floods on human health and safety, and 3) to preserve the beneficial values of floodplains. The GEC shall evaluate the study area regarding Federal Emergency Management Agency (FEMA) designated/mapped areas, flood event impacts, flood control measures, encroachments of the 100-year floodplain, developed areas in or near the 100-year floodplain, local watersheds, and drainageways. The Reevaluation documentation shall document the floodplains, if any, that could be potentially impacted by the proposed project.

C) Groundwater

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

D) Waters of the US, including Wetlands

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

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

The delineation would consist of staking and mapping identified waters of the US, including wetlands and other special aquatic sites. Under normal circumstances, wetlands must possess three essential characteristics: hydrophytic vegetation, wetland hydrology, and hydric soils. Indicators of these characteristics would be documented in the wetland areas, as well as in the nearby upland areas, to determine the presence (or absence) of wetland characteristics. Waters of the US shall be delineated in the field and recorded using a Trimble Geo7X Global Positioning System (GPS) and/or similar technology (i.e., drones, etc.). Areas extending beyond the proposed project ROW shall be noted but not delineated during the field investigation of the preferred alternative. Wetland data forms shall be completed at vegetative community changes within the preferred alternative ROW as well as in other areas to determine the geographical boundary of a wetland or the ordinary high-water mark (OHWM) of a stream/creek.

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

precipitation data). The Waters of the US Delineation Report shall be submitted to the USACE as part of the Section 404 permit application process, if required at a later date.

An assessment of the appropriate Section 404 permit requirements will be made by the GEC. If a Section 404 Individual Permit or Nationwide Permit Pre-Construction Notification is required, preparation of such permit applications shall be carried out under a supplemental work authorization.

Deliverables:

- Sections included in the Reevaluation documentation.
- Surface Water Analysis Form
- Waters of the US Delineation Report

Subtask 120.02.05 – Archeological Resources

The proposed project shall be evaluated for compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966.

A) Archeological Background Study

The GEC (subconsultant Stantec) shall conduct database searches of the restricted Sites Atlas maintained by the Texas Historical Commission (THC) and Texas Archeological Research Laboratory (TARL) to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed in the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search shall be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources to develop an archeological background study that conforms to TxDOT's standards. The background study shall include the entire project corridor and a 1-kilometer buffer around it. Based upon previous known ROE issues that prevented survey, it is assumed that field study will be required for the current Reevaluation.

B) Phase I Archeological Survey

Following approval of the background study, and once a preferred alternative is chosen/confirmed, the GEC shall integrate the information described above with updated data and/or reviewer comments in an application for a Texas Antiquities Permit on behalf of the AUTHORITY and TxDOT. The survey would cover the archeological area of potential effects (APE) for the project, which would consist of all locations for which ground disturbing activities are proposed that were not assessed during the 2012-2013 Environmental Assessment.

After a valid permit number is obtained, field investigations shall be conducted at the Phase I intensive-survey level according to standards finalized in March 2020 and promulgated by the THC and the Council of Texas Archeologists (CTA) in April 2020. The study shall include a pedestrian survey of previously unidentified archeological resources. The GEC anticipates that approximately 80 shovel test units would be required to effectively cover all previously unassessed portions of the project footprint (including delineation of up to one new archeological site). This work could be completed in one 5-day long field mobilization with a crew of two (2).

This investigation shall evaluate archeological resources for their potential eligibility for inclusion in the NRHP per Section 106 (36 CFR 800) of the National Historic Preservation Act of 1966, as amended, or designation as a State Antiquities Landmark (SAL) under the provisions of the Antiquities Code of

Texas. Reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines and will be coordinated with the THC, the AUTHORITY, the GEC and TxDOT per the terms of the approved archeological permit.

Draft and final reporting of results, including preliminary NRHP/SAL evaluations of any identified archeological resources, will comply with THC and CTA guidelines. A draft report shall be submitted first to the GEC and/or AUTHORITY for comments; these comments shall be incorporated into a revised draft report to be submitted to the THC for review via the THC's online E-Trac portal.

Following the approval of the final report, the GEC shall curate all records associated with the project with a state-approved curatorial facility.

Deliverables:

- Sections included in the Reevaluation documentation.
- Draft/Final Archeological Background Study
- Draft/Final Antiquities Permit Application
- Draft/Final Archeological Report

Subtask 120.02.06 – Historic Built Environment Resources - OMMITED

Subtask 120.02.07 - Vegetation and Habitat - OMITTED

Subtask 120.02.08 – Threatened and Endangered Species

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

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

The GEC shall examine existing data to determine the likelihood that protected species, their habitat or designated critical habitat (per 50 CFR 17.94-95) could be impacted by the proposed project; findings shall be reported in the Reevaluation documentation (using TxDOT *Environmental Handbook: Endangered Species Act* (Version 4) guidance). Existing data shall include the USFWS Information for Planning and Consultation (IPaC) records, USFWS County lists of threatened/endangered species, and the TPWD Natural Diversity Database. TxDOT Species Analysis Forms and Spreadsheets would be completed by the GEC.

Deliverables:

- Sections included in the Reevaluation documentation.
- Draft/Final TxDOT Species Analysis Form and Spreadsheets

Subtask 120.02.09 - Traffic Noise - OMITTED

Subtask 120.02.10 - Indirect and Cumulative Impacts - OMITTED

Subtask 120.02.11 - Document Preparation and Comment/Response

The information gathered during the environmental investigations and analyses shall be compiled into the Reevaluation documentation. For purposes of this scope, the GEC anticipates preparing two (2) versions of the Reevaluation documentation for review by the AUTHORITY, TxDOT-Pharr District and TxDOT ENV. Comments will be addressed by the GEC.

EXCLUDED SERVICES AND ASSUMPTIONS

The following environmental services are specifically excluded from this scope of work and, if required, maybe provided in a separate work authorization as Special Services:

- Public Involvement
- A new or updated permit application
- Noise Analysis
- Indirect and Cumulative Impacts
- Additional field investigations beyond the tasks/subtasks identified in this scope of work.
- Archeological significance testing, data recovery and/or monitoring.
- Audio/visual equipment rental.
- Bicycle/pedestrian connectivity study.
- Biological Assessment with USFWS Section 7 coordination.
- Construction emissions mitigation plan.
- Disposal or transportation of any hazardous waste/materials encountered during site investigations.
- Emergency Response Control Pollution Plan.
- Environmental permitting including permitting with the USACE.
- Historic American Buildings (HABS)/Historic American Engineering Record (HAER) documentation.
- Intensive Historic Survey.
- Phase I (ASTM E1527-21) or Phase II Environmental Site Assessment, interviews with property owners, or reviews of fire insurance maps, deed records, city directories, property tax files or other sources associated with the assessment of hazardous waste/materials.
- Permit applications (e.g., Section 404 of the Clean Water Act—Individual Permit Applications or Nationwide Permit Pre-Construction Notifications), plus any associated permit-related mitigation plans.
- Processing of more archeological sites than scoped.
- Historic resources surveys beyond those scoped.
- Human remains evaluation/coordination/removal.
- Incidental Take Permit activities.
- Mobile Source Air Toxics (MSAT) quantitative analysis.
- Presence/absence survey for threatened/endangered species or critical habitat.
- NRHP nominations.
- Mussel survey.
- Project newsletter or project website development.
- Sampling and the laboratory testing of waters (surface or groundwaters).
- Section 401 CWA State Water Quality Certification.
- Section 4(f) or Section 6(f) applications for TxDOT review and processing
- Section 6(f) property replacement activities.
- Security officer(s) for public meeting and/or public hearing.

- Species-specific Subject Matter Experts for individual critical habitat or species analyses.
- Storm Water permits, Storm Water Pollution Prevention Plans (SWP3), Texas Pollutant Discharge Elimination System (TPDES) coordination, and/or Construction General Permits (CGP).
- Traffic Noise Workshop.
- Toll alternative considerations.
- Waters of the US, wetland, and/or stream mitigation (land acquisition, mitigation design, maintenance, monitoring, etc.).
- Subconsultant (Stantec) exclusions: ecological/NEPA services, NRHP nominations, historic resources intensive-level investigations, HABS/HAER documentation, formal archeological survey, testing, or data recovery, human remains evaluation, coordination, or removal.

The following project assumptions are made to facilitate the scope of work:

- Assumes that archeological investigations will be limited to new locations within Phase III and previously inaccessible areas within Phase II. If staging areas, laydown yards, temporary access roads, or other ancillary facilities are added to the project, additional investigations may be required.
- Assumes the project area is free of chemical, biological, and other contaminants to the best of the client's knowledge.
- Assumes artifacts will be documented in the field but will not be collected.
- Assumes dual federal/state nexus and that a Texas Antiquities Permit will be required.
- Assumes mechanical testing will not be required.
- Assumes up to 1 previously undocumented site will be recorded.
- Assumes standard new-location historic-resources indirect-effects area of potential effects of 300 feet maximum, and maximum of 5 historic resources documented.
- Assumes GEC and/or the AUTHORITY provides/negotiates ROE prior to fieldwork. If access is not
 available, a reasonable and good-faith effort will be made to document inaccessible parcels from
 accessible parcels and/or public ROW.

Plans, Specifications, and Estimates (PS&E)

Data Collection and Field Reconnaissance. The Engineer shall collect, review, and evaluate data described below. The Engineer shall notify the Authority in writing whenever the Engineer finds disagreement with the information or documents:

- Data, if available, from the Authority, including "as-built plans", existing schematics, right-of-way
 maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric
 mapping, environmental documents, existing channel and drainage easement data, existing
 traffic counts, accident data, Bridge Inspection records, Project Management Information system
 (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid
 price information, current special provisions, special specifications, and standard drawings.
- 2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
- 3. Utility plans and documents from appropriate municipalities and agencies.
- 4. Flood plain information and studies from the Federal Emergency Management Agency (FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.
- 5. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

DESIGN CONFERENCE. The Engineer shall develop the roadway design criteria based on the controlling factors specified by the Authority (*i.e.* 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual*, and other deemed necessary State approved manuals. In addition, the Engineer shall prepare the Design Summary Report (DSR) and submit it electronically. The GEC shall plan, attend, and document the Design Concept Conference (DCC) to be held prior to the 30 percent milestone submittal. In preparation for the DCC, the Engineer shall complete a State's Design Summary Report for each submittal to serve as a checklist for the minimum required design considerations. The conference will provide for a brainstorming session in which decision makers, stakeholders and technical personnel may discuss and agree on:

- Roadway and drainage design parameters
- Engineering and environmental constraints
- Project development schedule
- Other issues as identified by the Authority
- Identify any Design Exceptions and Waivers
- Preliminary Construction Cost Estimate
- Brief discussion on Value Engineering items that can be utilized

ENVIRONMENTAL PERMITS ISSUES AND COMMITMENTS (EPIC) SHEETS. The GEC shall prepare the latest version of the EPIC sheets as per the Environmental Re-Evaluation findings.

Geotechnical Borings and Investigations: For this work order no Geotech borings are required, however the GEC will have a subconsultant on board for coordination and final approval Pavement Design by the Authority.

ROADWAY DESIGN AND FINAL ALIGNMENTS

ROADWAY DESIGN. The Engineer shall use Bentley's OpenRoads 3D Design technology in the design and preparation of the roadway plan sheets.

The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the Authority. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the Authority. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for main lanes.

The plan view must contain the following design elements:

- Calculated roadway centerlines for roadway and cross streets as applicable. Horizontal control
 points must be shown. The alignments must be calculated using OpenRoads horizontal geometry
 tools.
- 2. Pavement edges for all improvements
- 3. Lane and pavement width dimensions.
- 5. Proposed structure locations, lengths, and widths.
- 6. Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- 7. Drawing scale shall be 1"=100'
- 8. ROW lines and easements.

- 9. Begin and end superelevation transitions and cross slope changes.
- 10. Limits of riprap, block sod, and seeding.
- 11. Existing utilities and structures.
- 12. Benchmark information.
- 13. Radii call outs, curb location, Concrete Traffic Barrier (CTB), guard fence, crash safety items and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

The profile view must contain the following design elements:

- Calculated profile grade for proposed roadway and cross streets, if applicable. Vertical curve data, including "K" values must be shown. The profiles must be calculated using OpenRoads vertical geometry tools.
- 2. Existing and proposed profiles along the proposed centerline of the roadway.
- 3. Water surface elevations at major stream crossings for 25-, 50-, and 100-year storms.
- 4. Drawing vertical scale to be 1"=10'.

Typical Sections: The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, outer separations, border widths, curb offsets, managed lanes, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

Cross Streets and Intersections. The Engineer shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items. The Engineer shall design for full pavement width to the ROW and provide a transition to the existing roadway. The Engineer shall prepare layouts for the following intersections at FM 2520, FM 732, and FM 1577.

Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard TxDOT format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

The Engineer shall submit four (4) hard copies and one (1) electronic .pdf copy of sets of drawings at the 30%, 60%, and 90%, and final submittals, respectively. The Engineer shall also submit the current OpenRoads generated 3D corridor model for each submittal.

Plan Preparation. The Engineer shall prepare roadway plans, profiles, and typical sections for the proposed improvements. Prior to the 30% submittal, the Engineer shall schedule a workshop to review profiles, OpenRoads 3D corridor models and cross-sections with the Authority. The profile and cross sections must depict the 25-, 50-, 100- and 500-year (if available) water surface elevations. The drawings will provide an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the Authority to determine the most feasible proposed roadway profile. The Authority will approve the proposed profiles, 3D corridor

models, and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to construct roadway and cross streets at intersections. The roadway plans must consist of the types and be organized in the sequence as described in the *PS&E Preparation manual*.

Pavement Design. The Engineer shall incorporate the pavement design as approved by the Authority.

Pedestrian and Bicycle Facilities. The Engineer shall coordinate with the Authority to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities.

Driveways. The Engineer shall prepare driveway details and a tabular format for each driveway along the project corridor. Unique driveways will require individual details defining their construction. If driveway grades extend past ROW Construction license agreements will be required.

HYDROLOGICAL STUDIES AND DRAINAGE DESIGN

Data Collection. The Engineer shall provide the following data collection services:

- 1. Conduct field inspections to observe current conditions and the outfall channels, the cross-drainage structures, drainage easements, the tributary channel, and land development projects that contribute flow to the tributary. Document field inspections with digital photos.
- Collect available applicable data including GIS data and maps, site survey data, construction plans, previous reports and studies, and readily available rainfall history for the area. Particular sources of data collected must include, but are not limited to, the Authority, County, and Federal Emergency Management Agency (FEMA).
- 3. Collect available Flood Insurance Rate Maps (FIRMs), Flood Insurance Study (FIS) study data, and models.
- 4. Review survey data and coordinate any additional surveying needs with the Authority.
- 5. Present existing drainage structures in a 3D corridor MicroStation model.
- 6. Meet with local government officials to obtain historical flood records. Interview local residents or local government employees to obtain additional high-water information if available. Obtain frequency of road closure and any additional high-water information from the District Maintenance office.
- 7. Submit a letter report to the Authority Project Manager detailing completion of data collection.

HYDROLOGICAL STUDIES. The Engineer shall provide the following services:

- 1. Incorporate in the hydrologic study a thorough evaluation of the methodology available, comparison of the results of two or more methods, and calibration of results against measured data, if available.
- 2. Calculate discharges using appropriate hydrologic methods and as approved by the Authority.
- 3. Consider the pre-construction and post-construction conditions in the hydrologic study.
- 4. Obtain the drainage area boundaries and hydrologic parameters such as impervious covered areas, and overland flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity. If necessary, obtain additional information such as local rainfall from official sites such as airports.

- 5. Include, at a minimum, the "design" frequency to be specified in the Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency. The report must include the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP).
- 6. Compare calculated discharges to the effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.

Complex Hydraulic Design and Documentation. The Engineer shall provide the following services:

- 1. Gather information regarding existing drainage facilities and features from existing plans and other available studies or sources.
- 2. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS, unsteady HEC-RAS or 2D models such as SWMM. 2D models shall not be developed without the express permission of the Authority. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not limited to topographic maps, GIS modeling, and construction plans and existing hydrologic studies.
- 3. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and updated as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.
- 4. If the appropriate hydrologic model requires storage discharge relationships, develop HEC-RAS models or other Authority's approved models that will compute these storage discharge relationships along the channel.
- 5. Consider pre-construction, present and post-construction conditions, as well as future widening, as determined in the Work Authorization.
- 6. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.
- 7. If required in the individual Work Authorization, compute right of way corridor 1% AEP flood plain volumes for existing and proposed roadway elevations. The Engineer shall provide mitigation to offset a decrease of 1% AEP flood plain volumes.
- 8. Use hydrograph calculations and peak flows to determine the storage required.
- 9. If necessary, present mitigation measures along with the advantages and disadvantages of each. Each method must consider the effects on the entire area. Include approximate construction costs in the report.
- 10. Provide hand calculations which quantify the cut and fill within the 1% AEP flood plain, if any.

Cross-Drainage Structures. The Engineer shall provide the following services:

- Determine drainage areas and flows for cross culvert drainage systems.
- 2. Determine the sizing of the drainage crossings. The scope may include extending, adjusting, or replacing non-bridge-class culvert crossing or crossings as specified in the Work Authorization. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the Authority. Cross drainage design shall be performed using HY-8 or HEC RAS.

OPERATIONAL DESIGN

Signing. The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the Authority (and other Engineers as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The Engineer shall:

- Prepare sign detail sheets for guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of small signs to be removed, relocated, or replaced.
- Designate the shields to be attached to guide signs.
- Illustrate and number the proposed signs on plan sheets.
- Select each sign foundation from State Standards.
- Show existing signs to remain, to be removed or to be relocated on the Signing and Pavement Marking Layouts.
- Perform signing quantity calculations. Prepare summary sheets for signing.

Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the Authority (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

- Roadway layout.
- Center line with station numbering.
- Culverts and other structures that present a hazard to traffic.
- Location of utilities.
- Existing signs to remain, to be removed, to be relocated or replaced.
- Proposed signs (illustrated, numbered and size).
- Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
- Quantities of existing pavement markings to be added and removed. Prepare summary sheets.
- Proposed delineators, object markers, and mailboxes.
- The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
- Right-of-way limits.
- Direction of traffic flow on all roadways.

TRAFFIC CONTROL PLAN

The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The Engineer shall maintain a minimum of one lane of traffic in each direction for the duration of the project. Temporary daily lane closures will be permitted. The Engineer shall:

 Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer

- shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag person, signals, etc.). The Engineer shall show temporary roadways, ramps, structures (including railroad shoo-fly) and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts, and show the limits on the applicable TCP.
- Coordinate with the Authority in scheduling a Traffic Control Workshop and submittal of the TCP for approval by the Traffic Control Approval Team (TCAT). The Engineer shall assist the Authority in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists, and neighborhoods.
- Develop each TCP to provide continuous, safe access to each adjacent property during all phases
 of construction and to preserve existing access. The Engineer shall notify the Authority in the
 event existing access must be eliminated and must receive approval from the Authority prior to
 any elimination of existing access.
- 4. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The Engineer shall show horizontal and vertical location of culverts and required cross sectional area of culverts.
- 5. Prepare each TCP in coordination with the Authority. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
- 6. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the Authority.
- 7. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the Authority in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
- 8. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- 9. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- 10. Identify and delineate any outstanding ROW parcels.
- 11. Delineate areas of wetlands on traffic control plans.
- 12. Design the TCP phasing by creating a phased 3D corridor model.

DESIGN REVIEW

The Engineer shall provide peer review at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable as preparation for submittal. A milestone submittal is not considered complete unless the required milestone documents and associated internal red-line mark-ups are submitted. The Authority's Project Manager may require the Engineer to submit the Engineer's internal mark-up (redlines) or comments developed as part the Engineer's quality control step. When internal mark-ups are requested by the Authority in advance, the Authority, at its sole

discretion, may reject the actual deliverable should the Engineer fail to provide the evidence of quality control. The Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document.

COST ESTIMATE

The Engineer shall independently develop and report quantities necessary to construct the contract in standard Authority bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Excel or any approved method. The estimate shall be provided at each milestone submittal or in TXDOTCONNECT format at the 60%, 90% and Final PS&E submittals per Authority's requirement.

BID PACKAGE

General Notes: The Engineer will review and edit the Pharr Master General Notes and Specification Data List to supplement the standard specifications, special specifications, special provisions, and/or plan sheet notes. The notes shall be in the current Word format.

Contract time determination. The Engineer shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall provide assistance to the Authority in interpreting the schedule.

Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The Engineer shall prepare General Notes from the District's *Master List of General Notes*, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The Engineer shall provide General Notes, Special Specifications and Special Provisions in the required format.

The Engineer will prepare any miscellaneous details for construction / design clarification. e Engineer will provide the contract proposal/upfront bidding documents

CONSTRUCTION PHASE SERVICES/LETTING

The Engineer shall assist the Authority with the following:

- Pre-bid RFI's
- Pre-bid Conference
- Bid Opening
- Bid Tabulation & Review

LGPP CHECKLIST FOR PRELIMINARY ENGINEERING

The GEC will be responsible for submitting the Local Government Project Procedures Development Checklist for Advance Project Delivery at each set milestone.

PROJECT MANAGEMENT

- A. The Engineer will continue to coordinate with AUTHORITY staff, local municipal agencies, and utility companies.
- B. The Engineer will develop geometric and design criteria to establish uniform practices to be followed. Assemble existing TxDOT standard plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, traffic control, and other necessary appurtenances, all subject to the approval of the Authority.
- C. The Engineer will provide the Authority with monthly reports of progress and a summary of key decisions that have been made or need to be made.
- D. The Engineer will recommend approved designs, plans, and specifications and deliver to the Authority for bid advertisement. Assist the Authority in the process of bidding and award of construction contracts. Prepare final estimates of construction costs prior to the opening of construction bids.
- E. Professional engineers' seals shall conform to the guidelines and regulations adopted by the Texas Board of Professional Engineers.

PS&E Deliverables:

The Engineer shall provide the following information at each submittal:

1. 60% Plans Submittal:

- o Plan sheets in .pdf format for the Authority's review. The sheets shall include the following:
 - Title Sheet
 - Index Sheet (including Corresponding Standard Details Sheets)
 - Existing and Proposed Typical Sections Sheets
 - Plan & Profile Sheets
 - Alignment Data Sheets
 - Hydrologic Drainage Area Maps
 - Corresponding Quantity Summary Sheets
 - Applicable General Notes
 - Hydrologic Computation Sheets
 - Hydraulic Data Sheets
 - Drainage Area Maps
 - Drainage Plan & Profile
 - Drainage Structure Details
 - Storm Sewer Details If applicable
 - Storm Water Pollution Prevention Plan
 - EPIC Sheet (Data To be Provided by TxDOT)
 - Corresponding Quantity Summary Sheets
 - Corresponding Standard Details Sheets
 - Applicable General Notes
- o Preliminary Estimate of Construction Cost.
- o Engineer's internal QA and QC marked up set.
- O Two (2) sets of 11" x 17" Cross Section Sheets.

3. Review Submittal (90%):

- Plan sheets in .pdf format for the Authority's Review. In addition to updated sheets from previous submittals also include:
 - Signing and Pavement Marking Sheets
 - Corresponding Quantity Summary Sheets
 - Corresponding Standard Details Sheets
 - Applicable General Notes
- o Preliminary Estimate of Construction Cost.
- o Engineer's internal QA and QC marked up set.
- o Revised Supporting Documents from 60% Plans Submittal.
- o Two (2) sets of 11" x 17" Cross Section Sheets.
- o **Estimate**
- Specification List
- o List of governing Specifications and Special Provisions in addition to those required.
- o Triple Zero Special Provisions.
- o Construction Contract Time Schedule Estimate.

4. Final submittal (100%):

- One (1) paper set and PDF copy of 11" x 17" plan sheets.
- One (1) paper set and PDF copy of 11" x 17" final cross section sheets and associated cross section information for Contractor's use.
- o Revised Supporting Documents from 90% Review Submittal.
- Three (3) originals signed and sealed, of each of the Utility, ROW Encroachment, ROW Acquisition, ROW Relocation Certifications.
- o LGPP Checklist
- 5. **Electronic Copies:** The Engineer shall furnish the Authority of the final plans in the format of current CADD system used by the Authority, .pdf format, and in the Authority's File Management System (FMS) format.
 - o Each CD/DVD shall be labeled and include the following:
 - CSJ
 - County
 - Highway
 - Date of the CD Burn
 - INTERIM (in 1" letters) Note: As-built shall specify FINAL.
 - Volume sequence (i.e. Disk 1 of 3)
 - o The Engineer shall also provide separate CD or DVD containing cross section information (in dgn, XLR, & ASCII formats) for the Authority contractor to use.
- 6. Calculations: The Engineer shall provide the following:
 - A 3-ring binder with all quantity and non-structural design calculations.
 - A bound copy of all engineering calculations, analysis, input calculations, quantities, geometric designs (GEOPAK GPK files), etc. relating to the project's structural elements.
 Project structural elements include, but are not limited to: bridges, retaining walls, overhead sign foundations, high-mast illumination foundations, non-standard culverts, custom headwalls and drainage appurtenances if applicable.
 - o The Engineer may provide the calculations in .pdf format in lieu of the bound hard copies. The .pdf file should be submitted on a CD, DVD, or in ProjectWise (if applicable).

EXHIBIT C Schedule of Work

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

The GEC will inform the Authority (in reasonable advance of the delay) should the GEC encounter delays that would prevent the performance of all work in accordance with the established schedule(s) of work.

NOTICE TO PROCEED -- Upon Execution

NOTICE TO PROCEED -- Upon Execution

Estimating an NTP of:

05/01/24

Project Deliverable	Estimated Delivery Date in Days from NTP	Estimated Delivery Date
Air Quality	45	06/15/24
Community Impact Assessment Technical Report Form	60	06/30/24
Archeological	90	07/30/24
Historical	90	07/30/24
Public Involvement (PMSR for Pop-up Events)	100	08/09/24
Water Resources	110	08/19/24
Hazardous Materials Initial Site Assessment	120	08/29/24
Biological Impacts (Species Analysis Forms/Spreadsheet)	130	09/08/24
Waters of the US Delineation Report	140	09/18/24
Indirect Impacts	140	09/18/24
Cumulative Impacts	140	09/18/24
NAOPH	140	09/18/24
Traffic Noise Technical Report	150	09/28/24
Public Hearing (if required)	160	10/08/24
EA Re-Evaluation	180	10/28/24
Design Plans 30% Complete (Electronic + Hard Copy)	60	06/30/24
Design Plans 60% Complete (Electronic + Hard Copy)	90	07/30/24
Design Plans 90% Complete (Electronic + Hard Copy)	120	08/29/24
Design Plans 100% Complete (Electronic + Hard Copy)	150	09/28/24
Project Cost Estimates	At Each PS&E Milestone	
Bid Packaging	180	10/28/24

Note: Archeological field investigations may be delayed pending ROE and access to private properties.

EXHIBIT D -- FEE ESTIMATE

PROJECT: South Parallel Corridor
CULENT: CCRMA
CONTRACT: General Engineering Consulting Contract
CSI: 0821-08277
COUNTY: Cameron

	TOTALS		東北京学生社会会								653 101 03														\$386,363.98							\$32,298.89	\$471,763.90	\$471,763.90																00 000 00	\$8,282.80	\$481 056 70
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KAP JOB NO.: UZ 10-WX81	DESCRIPTION from Attachment B		ENVIRONMENTAL	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	General FC 120 Categories (Task / Deliverables)			H	+	\dagger	AL STUDIES AND PUBLIC	INVOLVEMENT	PLANS SPECIFICATIONS & ESTIMATE	PS&E Design Conference	Environmental Permits, Issues and Commitments (EPIC)	Hydrological Studies - (See Drainage Design below) Roadway Design/Final Alignments	Geotech - Finalize Pavement Design	Drainage Design	Operational Design	Traffic Control Plan	Design Review	Cost Estimate	Did Fackage	LGPP Checklist for Design and Bid Documents	Sub Total (. BSE)	(and 1-) indicated	GENERAL COORDINATION	Project Manager (Proj Coord)(2 HRS/WK)	Progress Reports and Involcing Progress Meetings Monthly	Internal Meetings - Bi Weekly	Project Secretary /CLERICAL (2 hrs/week)		Total Hours		RATES: (\$/MAN-HOUR)			In-Person Project Meetings (Engineering)			In-Person Project Meetings (Environmental)						H	+	Fquipment for Field Investigations (stakes, pin flags, flagging, etc.)	1	Sub Total (F.C. 160)	
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EXHIBIT D FEE SCHEDULE

B2Z ENGINEERING

Geotechnical Engineering, Report & Summary

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So Client:	South Parallel Corridor Phase 3 (SPC Ph. 3) Project Client: RRP Consulting Engineers (Overall Client: CCRIMA)	Project Manager	Geotechnical Engineer (Eng V)	Project Engineer (Eng IV)	Engineering Tech (EIT)	CADD Operato	CADD Operator Admin/Clerical	Total
TASK								
11	Project Management and Review - Research Previously Completed Geo	4	4	4			2	14
	Pavement Design Report (Flexible Design Only incl Coord for Approval)	4	40	80		8	8	140
	Mnas. Conf Calls. Invoices. Progress Reports, Admin. etc Pavement Design	2	4	4			4	14
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	Subtotal	10	48	88	0	8	14	168
Labor Hours		10	48	88	0	œ	14	168
Contract Rate		\$ 230.17	\$ 192.84	\$ 149.30	\$ 84.76	\$ 74.65	\$ 64.54	
Total Labor Costs		\$ 2,301.70	\$ 9,256.32	\$ 13,138.40 \$		\$ 597.20 \$		903.56 \$ 26,197.18

LINE ITEM EXPENSES
Printing Reproduction (N/A - Electronic Submittal Only)
*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)
* - (Please see page 2, for detailed estimates of testing) N/A

B2Z Total Cost

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2-I	CONSIDERATION AND APPROVAL OF A RESOLUTION ADOPTING THE TEXAS DEPARTMENT OF TRANSPORTATION QUALITY ASSURANCE PROGRAM FOR CONSTRUCTION.

THE STATE OF TEXAS COUNTY OF CAMERON

RESOLUTION QUALITY ASSURANCE PROGRAM FOR CONSTRUCTION

BE IT RESOLVED THAT ON THE <u>25th</u> DAY OF <u>APRIL</u>, 2024, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS CONVENED IN A BOARD MEETING, 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 Adopting the Texas Department of Transportation's Quality Assurance Program for Design-Bid-Build Projects."

WHEREAS, the Cameron County Regional Mobility Authority (CCRMA) is developing various Design-Bid-Build Projects; and the Texas Department of Transportation (TxDOT) is a partner, and

WHEREAS, the Cameron County Regional Mobility Authority (CCRMA) would like to adopt the Texas Department of Transportation's (TxDOT) Quality Assurance Program approved version as of January 2022.

NOW, THEREFORE, BE IT RESOLVED that the Cameron County Regional Mobility Authority Board of Directors adopts the Texas Department of Transportation's Quality Assurance Program and will continue to work with the Texas Department of Transportation to ensure that Projects are developed accordingly.

Passed, Approved and Adopted on this 25th day of April, 2024.

FRANK PARKER, JR.
CHAIRMAN

MICHAEL F. SCAIEF
VICE CHAIRMAN

AL VILLARREAL
TREASURER

MARK ESPARZA
DIRECTOR

(Absent)

JULIE GUERRA-RAMIREZ
DIRECTOR



QUALITY ASSURANCE PROGRAM FOR CONSTRUCTION

ADOPTED/UPDATED APRIL 25, 2024

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SECTION 1 - INTRODUCTION

1.1 OVERVIEW

The CCRMA established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into any construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to TxDOT's QAP for construction and to the criteria in 23 CFR 637(b). It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship shall be the responsibility of the engineer.

1.2 ACRONYMS AND DEFINITIONS

AAP	AASHTO Accreditation Program (AASHTO resource and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AQMP	Aggregate Quality Monitoring Program
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CST/M&P	Construction Division, Materials and Pavements Section
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

The following terms and definitions are referenced in this document and have the meanings set forth below:

Abuse Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

Accredited Laboratories Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling testing, and/or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling and/or retesting without awareness and consent of appropriate supervisors involved in the project; and/or manipulating compensation and/or production.

Certified Technician A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment and personnel qualifications used in the acceptance program.

Material Producer List (MPL) TxDOT-approved products and materials from various manufacturers and producers are located at: http://www.txdot.gov/business/resources/producer-list.html

Neglect Unintentional deviations from testing procedures or specifications.

Proficiency Samples Homogenous samples that are distributed and tested by 2 or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Qualified Laboratories Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA) All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC) All Contractor operational techniques and activities performed or conducted to fulfill the Contract requirements.

TxDOT Standard Specifications The Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the Contract Documents.

Vendor shall mean a supplier of project-produced material that is not the contractor.

Verification Sampling and Testing Sampling and testing performed to verify the quality of the product.

SECTION 2 - ACCEPTANCE PROGRAM

2.1 OVERVIEW

Materials incorporated into any construction project shall be subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

2.2 SAMPLING AND TESTING FREQUENCY AND LOCATION

Verification sampling and testing shall be performed at the location and frequency established in TxDOT's <u>June 2018 Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) (DBB Guide Schedule)</u> Projects-Attached in Appendix A or in the specifications specific to each project.

2.3 QUALITY CONTROL SAMPLING AND TESTING

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

These QC test results shall be validated by verification test results obtained from independently taken samples. Qualified CCRMA designated agents shall perform verification sampling and testing.

2.4 DISPUTE RESOLUTION

When QC test results are used in the acceptance decision, the CCRMA will utilize a TxDOT accredited independent laboratory approved by TxDOT's CST/M&P to perform the referee testing. The referee laboratory decision will be final.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 OVERVIEW

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time, regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 SAMPLING AND TESTING FREQUENCY

Perform IA sampling and testing at the frequency established in 'Required Frequencies and Activities.'

3.3 TESTING EQUIPMENT

Any commercial laboratory used for IA sampling and testing must be AASHTO accredited.

Qualify testing equipment according to these guidelines:

- A. Frequency for qualifying IA sampling and testing equipment will not exceed one year.
- B. Calibration/verification is required whenever the laboratory or equipment is moved.
- C. IA equipment shall be other than that used for performing verification or quality control (QC) testing.

Any equipment used to perform verification and/or QC sampling and testing in making an acceptance decision will be evaluated by IA sampling and testing personnel. This evaluation includes calibration checks and split or proficiency sample tests. The requirements for, and frequency of, equipment calibrations are shown in TxDOT's test procedures, as referenced in 'Calibration Standards and Frequencies for Laboratory Equipment.' Acceptable tolerance limits for the comparison of test results from split or proficiency samples are shown in "Acceptable Tolerance Limits for Independent Assurance."

3.4 TESTING PERSONNEL

Individuals performing IA sampling and testing will be other than those performing verification or QC testing.

IA sampling and testing personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing. Acceptable tolerance limits for the comparison of test results for split or proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."

3.5 COMPARING TEST RESULTS

The engineer performs a prompt comparison of the test results obtained by the individual being evaluated and the IA tester. Acceptable tolerance limits for comparing test results from split and proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

Identify and incorporate corrective actions as appropriate.

Document and report test results from all samples involved in the IA Program in the appropriate project files.

SECTION 4 - MATERIALS CERTIFICATION

4.1 OVERVIEW

As part of the Project Closeout, upon completion of construction, The CCRMA's designated Construction Manager shall submit to the CCRMA an overview of the testing laboratory results and be included in the project folder to CCRMA along with a letter of certification sealed by a professional engineer licensed in the state of Texas stating that construction is in substantial compliance with project specifications and requirements, and material quality meets specifications that will be included in the project folder.

SECTION 5 - CONFLICT OF INTEREST

5.1 OVERVIEW

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory shall perform only one of the following types of testing on the same project:

- A. Verification sampling and testing;
- B. Quality Control (QC) Sampling and testing;
- C. Independent Assurance (IA) testing; or
- D. Referee Testing

SECTION 6 - SAMPLING AND TESTING PERSONNEL QUALIFICATION PROGRAM

6.1 PURPOSE

This program provides uniform procedures for sampling and testing personnel qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 PERSONNEL QUALIFICATION

Sampling and testing personnel will be qualified to perform tests for the acceptance of materials in the areas of Portland cement concrete, soils and aggregates, and bituminous materials.

The test methods for which individuals can be qualified include, but are not limited to, the following. (* Denotes tests on which annual split or proficiency sample evaluations are required.)

6.2.1 Soils (100-E Series)

- A. Tex-100-E, "Surveying and Sampling Soils for Highways"
- B. Tex-101-E, "Preparing Soil and Flexible Base Materials for Testing"
- C. Tex-102-E, "Determining Slaking Time"
- D. Tex-103-E, "Determining Moisture Content in Soil Materials"
- E. Tex-104-E, "Determining Liquid Limit of Soils" *
- F. Tex-105-E, "Determining Plastic Limit of Soils" *
- G. Tex-106-E, "Calculating the Plasticity Index of Soils" *
- H. Tex-107-E, "Determining the Bar Linear Shrinkage of Soils" *
- I. Tex-108-E, "Determining the Specific Gravity of Soils"
- J. Tex-110-E, "Particle Size Analysis of Soils" *
- K. Tex-111-E, "Determining the Amount of Material in Soils Finer than 75 μm (No. 200) Sieve"
- L. Tex-113-E, "Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials"
- M. Tex-114-E, "Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade and Embankment Soils"
- N. Tex-115-E, "Field Method for Determining In-Place Density of Soils and Base Materials"
- O. Tex-116-E, "Ball Mill Method for Determining the Disintegration of Flexible Base Material"
- P. Tex-117-E, "Triaxial Compression Tests for Disturbed Soils and Base Materials"
- Q. Tex-120-E, "Soil-Cement Testing"
- R. Tex-121-E, "Soil-Lime Testing"

- S. Tex-126-E, "Molding, Testing, and Evaluating Bituminous Black Base Materials"
- T. Tex-127-E, "Lime Fly-Ash Compressive Strength Test Methods"
- U. Tex-128-E, "Determining Soil pH"
- V. Tex-129-E, "Measuring the Resistivity of Soil Materials"
- W. Tex-140-E, "Measuring the Thickness of Pavement Layer"
- X. Tex-142-E, "Laboratory Classification of Soils for Engineering Purposes"
- Y. Tex-145-E, ""Determining Sulfate Content in Soils Colorimetric Method"
- Z. Tex-146-E, "Conductivity Test for Field Detection of Sulfates in Soil"

6.2.2 Bituminous (200-F Series)

- A. Tex-200-F, "Sieve Analysis of Fine and Coarse Aggregate" *
- B. Tex-201-F, "Bulk Specific Gravity and Water Absorption of Aggregate"
- C. Tex-202-F, "Apparent Specific Gravity of Material Finer than 180 µm (No. 80) Sieve"
- D. Tex-203-F, "Sand Equivalent Test" *
- E. Tex-204-F, "Design of Bituminous Mixtures"
- F. Tex-205-F, "Laboratory Method of Mixing Bituminous Mixtures
- G. Tex-206-F, "Compacting Test Specimens of Bituminous Mixtures" *
- H. Tex-207-F, "Determining Density of Compacted Bituminous Mixtures" *
- I. Tex-208-F, "Test for Stabilometer Value of Bituminous Mixtures"
- J. Tex-210-F, "Determining Asphalt Content of Bituminous Mixtures by Extraction"
- K. Tex-211-F, "Recovery of Asphalt from Bituminous Mixtures by the Abson Process"
- L. Tex-212-F, "Determining Moisture Content of Bituminous Mixtures"
- M. Tex-213-F, "Determining Hydrocarbon-Volatile Content of Bituminous Mixtures"
- N. Tex-217-F, "Determining Deleterious Material and Decantation Test for Coarse Aggregates"
- O. Tex-221-F, "Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and Limestone Rock Asphalt"
- P. Tex-222-F, "Sampling Bituminous Mixtures"
- Q. Tex-224-F, "Determining Flakiness Index"
- R. Tex-225-F, "Random Selection of Bituminous Mixture Samples"
- S. Tex-226-F, Indirect Tensile Strength Test"
- T. Tex-227-F, "Theoretical Maximum Specific Gravity of Bituminous Mixtures" *
- U. Tex-228-F, "Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"
- V. Tex-229-F, "Combined HMAC Cold-Belt Sampling and Testing Procedure"

- W. Tex-233-F, "Preparing Control Charts for Asphaltic Concrete Paving Projects"
- X. Tex-235-F, "Determining Draindown Characteristics in Bituminous Materials"
- Y. Tex-236-F, "Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method" *
- Z. Tex-239-F, "Asphalt Release Agent"
- AA. Tex-241-F, "Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures"
- BB. Tex-242-F, "Hamburg Wheel-Tracking Test"
- CC. Tex-243-F, "Tack Coat Adhesion"
- DD. Tex-244-F, "Thermal Profile of Hot Mix Asphalt"
- EE. Tex-245-F, "Cantabro Loss"
- FF. Tex-246-F, "Permeability or Water Flow of Hot Mix Asphalt"
- GG. Tex-280-F, "Determining Flat and Elongated Particles"

6.2.3 Aggregates (400-A Series)

- A. Tex-400-E, "Sampling Stone, Gravel, Sand, and Mineral Aggregates"
- B. Tex-401-A, "Sieve Analysis of Fine and Coarse Aggregate" *
- C. Tex-402-A, "Fineness Modulus of Fine Aggregate"
- D. Tex-403-A, "Saturated Surface Dry Specific Gravity and Absorption of Aggregates"
- E. Tex-404-A, "Determining Unit Mass (Weight) of Aggregates"
- F. Tex-405-A, "Determining Percent Solids and Voids in Concrete Aggregates"
- G. Tex-406-A, Material Finer than 75 μm (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)"
- H. Tex-408-A, "Organic Impurities in Fine Aggregate for Concrete"
- Tex-409-A, "Free Moisture and Water Absorption in Aggregate for Concrete"
- J. Tex-410-A, "Abrasion of Coarse Aggregate Using the Los Angeles Machine"
- K. Tex-411-A, "Soundness of Aggregate by Using Sodium Sulfate or Magnesium Sulfate"
- L. Tex-413-A, "Determining Deleterious Materials in Mineral Aggregates"
- M. Tex-425-A, "Determining Moisture Content in Fine Aggregate by the 'Speedy' Moisture Method"
- N. Tex-460-A, "Determining Crushed Face Particle Count"
- O. Tex-461-A, "Degradation of Coarse Aggregates by Micro-Deval Abrasion"

6.2.4 Concrete (400-A Series)

- A. Tex-407-A, "Sampling Freshly Mixed Concrete"
- B. Tex-414-A, "Air Content of Freshly Mixed Concrete by the Volumetric Method" *
- C. Tex-415-A, "Slump of Portland Cement Concrete" *
- D. Tex-416-A, "Air Content of Freshly Mixed Concrete by the Pressure Method" *
- E. Tex-417-A, "Unit Weight, Yield, and Air Content (Gravimetric) of Concrete"
- F. Tex-418-A, "Compressive Strength of Cylindrical Concrete Specimens" *
- G. Tex-422-A, "Measuring Temperature of Freshly Mixed Portland Cement Concrete"
- H. Tex-423-A, "Determining Pavement Thickness by Direct Measurement"
- Tex-424-A, "Obtaining and Testing Drilled Cores of Concrete"
- J. Tex-426-A, "Estimating Concrete Strength by the Maturity Method"
- K. Tex-427-A, "Correlating Concrete Strength Tests"
- L. Tex-430-A, "Slump Loss of Hydraulic Cement Concrete"
- M. Tex-436-A, "Measuring Texture Depth by the Sand Patch Method"
- N. Tex-437-A, "Test for Flow of Grout Mixtures (Flow Cone Method)"
- O. Tex-440-A, "Initial Time of Set of Fresh Concrete"
- P. Tex-447-A, "Making and Curing Concrete Test Specimens"
- Q. Tex-448-A, "Flexural Strength of Concrete Using Simple Beam Third-Point Loading" *
- R. Tex-450-A, "Capping Cylindrical Concrete Specimens"
- S. Tex-472-A, "Uniformity of Concrete"

6.2.5 Asphalt (500-C Series)

- A. Tex-502-C, "Penetration of Bituminous Materials" (refer to AASHTO T 49)
- B. Tex-530-C, "Effect of Water on Bituminous Paving Mixtures"
- C. Tex-531-C, "Prediction of Moisture-Induced Damage to Bituminous Paving Materials Using Molded Specimens"

6.2.6 Special Procedures (100-S Series)

- A. Tex-1000-S, "Operating Pavement Profilograph and Evaluating Profiles"
- B. Tex-1001-S, "Operating Inertial Profilers and Evaluating Pavement Profiles"

There may be other tests, not listed above, that are routinely performed in specific geographical locations of the state for which applicable TxDOT districts may require qualification.

6.3 WHO MUST BE QUALIFIED?

Any individual who performs tests on materials for acceptance must be qualified.

6.4 DOCUMENTATION

The CCRMA will require that the testing laboratories utilized to perform material acceptance testing submit copies of the following prior to the start of any testing:

- A. Sampling and testing personnel qualification form—a form for each individual listing all the tests the individual has been qualified to perform;
- B. Copy of qualification certificates issued;

Qualification authority must be shown on the certificate given to each individual.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 PURPOSE

This program provides uniform procedures to ensure that laboratory facilities and equipment are adequate for the performance of required sampling and testing methods.

7.2 LABORATORIES TO BE QUALIFIED

All laboratories performing sampling and testing for the CCRMA require AASHTO qualification.

7.3 CALIBRATION STANDARDS AND FREQUENCIES FOR LABORATORY EQUIPMENT

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing;" Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing;" and Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing."

7.4 FREQUENCY FOR LABORATORY QUALIFICATION

Laboratories are qualified at an interval not to exceed three years. Calibration/verification is required whenever the laboratory or equipment is moved. Equipment used in IA sampling and testing will be verified at intervals not to exceed one year.

7.5 NON-COMPLIANCE

A laboratory that does not meet the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method.

7.6 DOCUMENTATION

The CCRMA's Engineering Department is responsible for verifying that laboratories are qualified to perform testing as per the criteria outlined in the Quality Assurance Program. Documentation will be required to be kept by the qualified laboratory. Calibration records will be maintained for three years, unless another agency requires a longer period.

SECTION 8 - ACCEPTABLE TOLERANCE LIMITS FOR INDEPENDENT ASSURANCE

8.1 ACCEPTABLE TOLERANCE LIMITS

The following table indicates the acceptable tolerance limits for the specified material.

PROCEDURE	TEST METHOD	TOLERANCE		
Embankr	nent			
In-Place Density	Tex-115-E	± 2.5% Field Density		
Untreated & Treated Sub-B	ase and Base	Courses		
In-Place Density	Tex-115-E	± 2.5% Field Density		
Gradation:	Tex-110-E			
> No. 4 sieve		± 5%		
≤ No. 4 sieve		± 3%		
Liquid Limit	Tex-104-E	15% of the mean *		
Plasticity Index	Tex-106-E	20% of the mean *		
* The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.				
Asphalt Stabil	1			
Gradation:	Tex-200-F			
> No. 4 sieve		± 5%		
≤ No. 4 sieve		± 3%		
Liquid Limit	Tex-104-E	15% of the mean *		
Plasticity Index	Tex-106-E	20% of the mean *		
Percent Asphalt	Tex-210-F	± 0.3%		
	Tex-228-F	± 0.3%		
	Tex-126-E	± 0.3%		
	Tex-229-F	± 0.3%		
	Tex-236-F	± 0.3%		
In-Place Density (Cores)	Tex-207-F	± 1% Field Density		
* The difference between compared test results	shall not exce	eed the indicated percentage		
of the mean of the compared test results where the mean is the average of the two test results.				
Surface Treatment Aggregates				
Gradation:	Tex-200-F			
> No. 4 sieve		± 5%		
≤ No. 4 sieve		± 3%		
Portland Cement Concrete Coarse Aggregate				
Gradation:	Tex-401-A			
> No. 4 sieve		± 5%		
≤ No. 4 sieve		± 3%		
Portland Cement Concrete Fine Aggregate				
Gradation (3/8"–No. 200)	Tex-401-A	± 3%		

PROCEDURE	TEST METHOD	TOLERANCE		
Sand Equivalent	Tex-203-F	± 10		
Portland Cement Concrete Complete Mixture				
Flexural Strength Compressive	Tex-448-A	20% of the mean *		
	Tex-418-A	20% of the mean *		
Slump	Tex-415-A	± 1"		
Entrained Air	Tex-414-A	± 1%		
	Tex-416-A	± 1%		

^{*} The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.

Asphaltic Concrete Coarse Aggregate			
Gradation:	Tex-200-F		
> No. 10 sieve		± 5%	
≤ No. 10 sieve		± 3%	
Deleterious Material	Tex-217-F	± 0.3%	
Decantation	Tex-217-F	20% of the mean *	

^{*} The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.

Asphaltic Concrete Fine Aggregate				
Gradation (No. 1-No. 200)	Tex-200-F	± 3%		
Bar Linear Shrinkage	Tex-107-E	± 2		
Asphaltic Concrete Con	mbined Aggre	egate		
Gradation:	Tex-200-F			
> 5/8"		± 5%		
5/8"–No. 200		± 3%		
Passing No. 200		± 1.5%		
Sand Equivalent	Tex-203-F	± 10		
Asphaltic Concrete C	omplete Mixt	ure		
Asphalt Content	Tex-210-F	± 0.3%		
	Tex-228-F	± 0.3%		
	Tex-229-F	± 0.3%		
	Tex-236-F	± 0.3%		
Maximum Theoretical Specific Gravity	Tex-227-F	± 0.020		
Laboratory Molded Density	Tex-207-F	± 1.0%		
Laboratory Molded Bulk Specific Gravity	Tex-207-F	± 0.020		
Stability	Tex-208-F	5 points		
Moisture	Tex-212-F	± 0.0 ml		
In-Place Air Voids (Core)	Tex-207-F	± 1.0%		

NOTE: The above tolerances are to be used when comparison of test results is by split samples. A tolerance of plus or minus two standard deviations shall be used when comparison of test results is by proficiency samples.

EXAMPLE: Plasticity Index		
Job Control test value	18	
IA Test value	22	
Mean	20	
20% difference	4	

Both values are within 20% of the mean.

SECTION 9 - FREQUENCY FOR SYSTEM APPROACH INDEPENDENT ASSURANCE TESTING

9.1 OVERVIEW

The system approach for Independent Assurance (IA) requires IA activities to occur on a time basis, as opposed to occurring on a quantity of material or project basis.

9.2 REQUIRED FREQUENCIES AND ACTIVITIES

The following frequencies and activities are required for evaluating sampling and testing personnel and equipment under the system approach to IA.

TIME	ACTIVITY
Prior to performing acceptance sampling	Qualification is required under the "Sampling and
and testing	Testing Personnel Qualification Program" and the
	"Laboratory Qualification Program"
Within 12 months after Observation and	Each qualified technician is required to participate
Qualification	in one proficiency or split sample test for each test
	method requiring IA. Results must compare to the
	IA test results to within the established tolerance.
Within 24 months after Observation and	Each qualified technician is required to participate
Qualification	in one proficiency or split sample test for each test
	method requiring IA. Results must compare to the
	IA test results to within the established tolerance.
Within 36 months of qualification	Qualification is again required under the
	"Sampling and Testing Personnel Qualification
	Program and the "Laboratory Qualification
	Program"

NOTE: For American Concrete Institute (ACI) certification, Field Technician Grade I, the above frequency is extended to five years.

Maintaining technician qualification under the IA systems approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

APPENDIX A- GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN -BID-BUILD (DBB) PROJECTS (DBB GUIDE SCHEDULE)

2-J CONSIDERATION AND APPROVAL OF A RENEWAL CONTRACT BETWEEN THE TEXAS DEPARTMENT OF MOTOR VEHICLES AND THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR THE PROCESSING OF TOLL TRANSACTIONS.

Vehicle Titles and Registration Division Executed: 05/22/2024

Contract # VTRCA110400

TEXAS MOTOR VEHICLE RECORDS DATA CONTRACT

The Texas Department of Motor Vehicles ("TxDMV"), an agency within the executive branch of the state of Texas, and Cameron County Regional Mobility Authority ("Recipient"), each a "Party" and collectively the "Parties," enter into the following contract for accessing Texas motor vehicle records (the "Contract") in accordance with 43 Texas Administrative Code §§ 217.121 through 217.133 ("TxDMV Rules") (found at Title 43 of the Texas Administrative Code, Part 10, Chapter 217, Subchapter F).

RECITALS

Whereas, the Recipient, also known in the TxDMV Rules as the "Requestor," is either a private entity, a Texas governmental entity, as defined in Texas Government Code § 2252.001, or a toll project entity, as defined in Texas Transportation Code § 372.001 desires to have access to or electronically receive "Personal Information" contained in Texas "Motor Vehicle Records" (the "Data"), as defined in Texas Transportation Code § 730.003, from the data product(s) designated below, which are defined in the TxDMV Rules;

■ MVInet	■ Batch Inquiry	☐ Master File	■ Weekly Updates
etag File	☐ Special Plates File	☐ Dealer Supplem	nental File

Whereas, Texas Transportation Code Chapters 501, 502, 504, and 520 designates TxDMV as the Texas state agency responsible for administering and retaining the Data;

Whereas, the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and Texas Motor Vehicle Records Disclosure Act (Texas Transportation Code Chapter 730) (the "Acts") authorizes TxDMV to disclose Personal Information contained within the Data in accordance with the Acts;

Whereas, Texas Transportation Code § 730.014 and 43 Texas Administrative Code § 217.123 authorizes TxDMV to enter into written service agreements or bulk contracts, also referred to herein as the "Contract," with the Recipient to provide electronic access to or electronic delivery of the Data;

Whereas, a Texas governmental entity or toll project entity, may enter into agreements with public or private entities ("Public Purpose Contractor") to facilitate the performance of its public purpose; and

Whereas, Texas Transportation Code § 730.011, Texas Government Code Chapter 552, and 43 Texas Administrative Code § 217.124 authorizes TxDMV to charge the Recipient reasonable fees for the Data; and

Whereas, TxDMV has approved the Recipient's application and agrees to provide electronic access to or will electronically deliver the Data to the Recipient subject to the terms and conditions of this Contract.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree to enter into this Contract.

AGREEMENT

The TxDMV will provide electronic access to or will electronically deliver the Data to the Recipient, under the following conditions:

1. Recipient's Certification of Use

The Recipient by signing this Contract, certifies its compliance with all provisions of the Acts, the TxDMV Rules, and with all other federal and state laws applicable to this Contract. Additionally, the Recipient acknowledges and confirms that its use of the Data obtained under this Contract is for the permissible purpose(s) referenced below as defined in Texas Transportation Code § 730.007(a)(2) and cannot be used for any other purpose. The permissible purpose(s) that the Recipient is certifying under this Contract are as follows:

□(i) □(ii)	Section 730.007(a)(2)(A) - Use by: (i) a government agency, including any court or law enforcement agency, in carrying out its functions; or (ii) private person or entity acting on behalf of a government agency in carrying out the functions of the agency.
(i) (ii) (iii) (iv) (v)	Section 730.007(a)(2)(B) - Use in connection with a matter of: (i) motor vehicle or motor vehicle operator safety; (ii) motor vehicle theft; (iii) motor vehicle product alterations, recalls, or advisories; (iv) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers; or (v) removal of nonowner records from the original owner records of motor vehicle manufacturers.
	Section 730.007(a)(2)(C) - Use in the normal course of business by a legitimate business or an authorized agent of the business, but only to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual.
	Section 730.007(a)(2)(D) - Use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court.
	<u>Section 730.007(a)(2)(E)</u> - Use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to contact any individual.
	Section 730.007(a)(2)(F) - Use by an insurer, insurance support organization, or self-insured entity, or an authorized agent of an insurer, insurance support organization, or self-insured entity, in connection with claims processing or investigation activities, antifraud activities, rating, or underwriting.

	$\underline{Section\ 730.007(a)(2)(G)} - \text{Use in providing notice to an owner of a vehicle that was towed} \\ \text{or impounded and is in the possession of a vehicle storage facility.}$
	Section 730.007(a)(2)(H) - Use by a licensed private investigator agency or licensed security service for a purpose permitted under this section.
	$\underline{\text{Section 730.007(a)(2)(J)}} \text{ - Use in connection with the operation of a toll transportation facility or another type of transportation project described by Section 370.003.}$
	$\underline{\text{Section 730.007(a)(2)(K)}} \text{ - Use by a consumer reporting agency, defined by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.), for a purpose permitted under that Act.}$
	Section $730.007(a)(2)(L)$ - Use by a motor vehicle manufacturer, dealership, or distributor, or an agent of or provider of services to a motor vehicle manufacturer, dealership, or distributor, for motor vehicle market research activities, including survey research.
(i) (ii) (iii) (iv)	Section 730.007(a)(2)(M) - Use in the ordinary course of business by a person or authorized agent of a person who: (i) holds a salvage vehicle dealer license issued under Chapter 2302, Occupations Code; (ii) holds an independent motor vehicle dealer or wholesale motor vehicle auction general distinguishing number; (iii) holds a used automotive parts recycler license; or (iv) is licensed by, registered with, or subject to regulatory oversight by the Texas Department of Motor Vehicles, the Texas Department of Banking, the Department of Savings and Mortgage Lending, the Credit Union Department, the Office of Consumer Credit Commissioner, Texas Department of Insurance, the Board of Governors of the Federal Reserve System, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Consumer Financial Protection Bureau, or the National Credit Union Administration.

2. Data Fees and Locations

- 2.1. TxDMV will provide the Recipient with the Data at the applicable fee(s) set forth in TxDMV Rules. This Contract does not cover additional services beyond providing the Data, such as resending, researching, or programming related to the Data. The Data is provided to the Recipient as-is.
- 2.2. This Contract may be used for multiple business locations under the control of the Recipient, if applicable, and using the same tax identification number.

3. Bulk File Requirements

3.1 Not applicable to this contract (Texas Transportation Code § 730.014 (d))

3.1. The Recipient entering into this Contract for bulk Data, also known as a "bulk file" as defined in TxDMV Rules, has represented that it has secured, and warrants that it shall maintain, during the life of this Contract, a performance bond in the amount of \$1 million, payable to the State of Texas pursuant to Texas Transportation Code § 730.014.

3.2 Not applicable to this contract (Texas Transportation Code § 730.014 (d))

- 3.2. The Recipient entering into this Contract for bulk Data has represented that it has secured, and warrants that it shall maintain, general liability and cyber threat insurance coverage that is reasonably related to the risks associated with unauthorized access and use of the Data in the amount of at least \$3 million pursuant to Texas Transportation Code § 730.014.
- 3.3. The Recipient entering into this Contract for bulk Data is prohibited from selling or redisclosing the Data for the purpose of marketing extended vehicle warranties by telephone pursuant to Texas Transportation Code § 730.014.
- 3.4. The Recipient entering into this Contract for bulk Data acknowledges and agrees that if it experiences a "breach of system security," as defined by Texas Business & Commerce Code § 521.053, that includes Data obtained under this Contract, the Recipient must notify the designated TxDMV Representative identified in Subsection 10.5 of this Contract of the breach not later than 48 hours after the discovery pursuant to Texas Transportation Code § 730.014.
- 3.5. The Recipient entering into this Contract for bulk Data acknowledges and agrees that it shall include in each contract or agreement it enters into with a third party to receive the Data from the Recipient that the third party must comply with federal and state laws regarding the Data pursuant to Texas Transportation Code § 730.014
- 3.6. The Recipient entering into this Contract for bulk Data, and any third party receiving the Data from the Recipient, shall protect the Data with appropriate and accepted industry standard security measures for the type of data and the known risks from unauthorized access and use of the Data pursuant to Texas Transportation Code § 730.014.
- 3.7. The Recipient entering into this Contract for bulk Data agrees to electronically submit an annual report, on a form prescribed by TxDMV, on or before October 1st of each year for the 12-month period beginning September 1st of the preceding year. The annual report submitted must comply with the annual report requirements as set forth in TxDMV Rules pursuant to Texas Transportation Code § 730.014.
- 3.8. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract for bulk Data affirms with their initials below, that the Recipient understands and will fully comply with all the provisions listed in this **Section 3** of this Contract, as applicable.

INITIAL HERE

Data Restrictions

Initials 1

955

4.

- 4.1. The Recipient may redisclose the Data, including redisclosure for compensation, only as permitted in accordance with **Subsection 5.1** of this Contract.
- 4.2. A Public Purpose Contractor may only use the Data to carry out the functions of the entity named in Attachment A, Public Purpose Contractor Certification of Use, if applicable to this Contract. If the Recipient is a Texas governmental entity or toll project entity, who has

- employed a Public Purpose Contractor, then **Attachment A** is attached hereto and incorporated by reference and made part of this Contract for all purposes.
- 4.3. A Recipient who certifies a permissible purpose(s) as identified in **Section 1** of this Contract, that requires an active license or registration as set forth in TxDMV Rules, may access the Data, only while the license or registration is active and in good standing. If the license or registration expires, becomes inactive, or is revoked, and if the Recipient does not qualify for Personal Information under another permissible purpose(s), this Contract shall terminate in accordance with **Subsection 4.4** of this Contract. For the avoidance of doubt, this Subsection does not apply to a Recipient who would otherwise be exempt from the requirements pursuant to 43 Texas Administrative Code § 217.125.
- 4.4. The Recipient required to have an active license or registration must provide TxDMV proof of its renewed license or registration, as set forth in TxDMV Rules, no later than 30 days following the expiration date. If the Recipient does not provide proof within 30 days, the Recipient's access to the Data will be suspended until such proof is provided. If the Recipient has not provided proof within 90 days following the expiration date, this Contract shall immediately terminate without notice being required.
- 4.5. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with Section 4 of this Contract.



5. Data Redisclosure

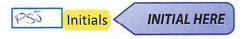
- 5.1. In accordance with Texas Transportation Code § 730.013, the Recipient may redisclose the Data, including redisclosure for compensation, only to a "Person", as defined in Texas Transportation Code § 730.003, who has a permissible purpose(s) under the Acts and, in accordance with TxDMV Rules. Though, the Recipient is strictly prohibited from redisclosing the Data, including redisclosure for compensation, in the identical or substantially identical format as disclosed by TxDMV. Additionally, the Recipient acknowledges and understands, that the Recipient is subject to a criminal offense if found to have redisclosed the Data provided under this Contract in violation of Texas Transportation Code § 730.013.
- 5.2. The Recipient who rediscloses the Data, including redisclosure for compensation, shall maintain redisclosure records containing the following information for a minimum of 5 years:
 - A. the individual's name and the organization or entity with which the individual is associated, when known;
 - B. the permissible purpose(s) for obtaining information;
 - C. the quantity of Texas motor vehicle records redisclosed to the Person under each permissible purpose(s);
 - any documented agreement between the Recipient and the Person to which the Recipient redisclosed information; and

- E. a statement specifying what data was redisclosed and in what format.
- 5.3. If TxDMV requests the redisclosure records in writing, the Recipient shall provide copies of the redisclosure records not later than 30 days after the date of TxDMV's request. If the Recipient does not fully respond within 30 days, TxDMV, in its sole discretion, may prevent access or delivery of the Data under Texas Transportation Code § 730.014(g) and may terminate this Contract.
- 5.4. The Recipient shall inform all Persons to whom it rediscloses the Data, including redisclosure for compensation, of each Person's legal obligations under the Acts and the TxDMV Rules.
- 5.5. Any violation of the Acts or TxDMV Rules by a Person that obtained the Data from the Recipient, directly or indirectly, will be considered a breach of this Contract by the Recipient, and may subject the Recipient to termination or liability under the terms of the Acts and this Contract. Additionally, the Recipient must provide written or electronic notification to the Person obtaining the Data from the Recipient that the Person is also subject to the redisclosure provisions and a criminal offense in accordance with Texas Transportation Code § 730.013.
- 5.6. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with Section 5 of this Contract.



- Data Security, Confidentiality and Breaches.
- 6.1. TxDMV provides access to or delivery of the Data in an electronic format through TxDMV-maintained systems. TxDMV operates and controls its electronic systems, including real-time web-based applications.
- 6.2. TxDMV is responsible for processing submitted requests and delivering the Data in a secure, electronic format, utilizing TxDMV-maintained systems. TxDMV is obligated to achieve specific performance level requirements. As such, TxDMV has the authority to suspend any account or to suspend access to TxDMV-maintained systems when such access compromises the security and operation of the systems. Suspension of a Recipient's account or access the TxDMV-maintained systems shall continue until the compromising condition is resolved to the satisfaction of the TxDMV.
- 6.3. To the extent the Recipient has access to, stores, rediscloses, or otherwise deals with the Data, the Recipient represents and warrants that it has implemented and it shall use appropriate legal, organizational, physical, administrative and technical measures, and security procedures designed to: (i) ensure the security and confidentiality of the Data; (ii) protect the Data from unauthorized access, use, hacking, redisclosure (including redisclosure for compensation), duplication, theft, modification and/or loss; and (iii) implement physical security and access controls at any of its facilities (including any data

- centers) that house the Data. This obligation applies whether the disclosure was intentional or unintentional by the Recipient, or by a Person that obtained the data from the Recipient, directly or indirectly.
- 6.4. Recipient who uses a website to process, transmit, or store the Data shall be accessible through a secure connection (HTTPS-only, with HTTP Strict Transport Security (HSTS)), utilizing Transport Layer Security (TLS) version 1.2 or higher.
- 6.5. Each individual who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data shall review and execute the Texas Motor Vehicle Records Data Contract Data Use Agreement before accessing any TxDMV-maintained systems.
- 6.6. Notwithstanding the provisions specified in Subsection 3.4 of this Contract, if the Recipient experiences a breach of its system security or determines there has been unauthorized access and/or use of the Data or any TxDMV-maintained systems, the Recipient shall notify the designated TxDMV Representative identified in Subsection 10.5 of this Contract of the breach or unauthorized activity, no later than 48 hours after the breach of security or data is discovered.
- 6.7. For the avoidance of doubt, the Recipient or its authorized individual entering into this Contract affirms with their initials below, that the Recipient understands and will fully comply with **Section 6** of this Contract.



7. Recipient's User Identification

- 7.1. The Recipient shall submit all requests for access to TxDMV-maintained systems using only the forms required by the TxDMV.
- 7.2. Each person who, by virtue of this Contract, is granted access to TxDMV-maintained systems for permissible purpose(s) to the Data from an eligible business location will be assigned a unique user ID to be used only by that person (the "User"). User IDs shall not be shared.
- 7.3. Any User ID assigned by TxDMV to the Recipient's account that is no longer needed for any reason including, but not limited to, termination, death, or separation from the Recipient's operations, the Recipient shall, within 3 business days of the event, request cancellation of the User ID on the form required by TxDMV. The TxDMV will cancel the User ID upon receipt of the properly completed form.

8. Termination

8.1. <u>Termination for Convenience</u>. TxDMV or the Recipient may terminate this Contract for convenience at any time for any reason by giving the other Party 30 days written notice. If either Party elects to terminate this Contract for convenience, all unfilled obligations shall

- remain in full force. In no event will termination for convenience by TxDMV give rise to any liability whatsoever on the part of TxDMV.
- 8.2. <u>Termination for Cause</u>. TxDMV may immediately terminate this Contract for cause for any violation of the terms of this Contract or for any violation of any federal or state law or regulation relating to the subject matter of this Contract. TxDMV shall provide the Recipient with written notice to terminate this Contract. Termination shall be effective immediately upon the Recipient's receipt of the notice. If this Contract is terminated for cause, TxDMV may refuse to provide the Data to the Recipient in any format. A Recipient whose Contract has been terminated for cause but who is requesting renewed access to the Data must comply with the provisions of 43 Texas Administrative Code § 217.130.
- 8.3. <u>Mutual Termination</u>. This Contract may further be terminated by mutual consent, in writing, by both Parties. The termination shall be effective upon the date specified in the written termination agreement.
- 8.4. <u>User IDs and Refunds on Termination</u>. If this Contract is terminated for any reason, TXDMV will deactivate the Recipient's account and all user IDs associated with that account upon the termination date, and will issue a refund for outstanding fee credits, if any, to the Recipient within 60 days of the termination.

9. Change of Status

- 9.1. This Contract shall automatically terminate if the Recipient ceases to exist, substantially changes the nature of its business, or ceases to qualify for the Data under the permissible purpose(s) certified in Section 1 of this Contract. The Recipient shall notify the designated TxDMV Representative identified in Subsection 10.5 of this Contract in writing of any change in its status that may implicate this Section no later than 2 business days after the change. The Recipient may re-apply for access to or delivery of the Data under its new status.
- 9.2. This Contract is made exclusively between the TxDMV and the Recipient. If for any reason, the Recipient undergoes a change in business name that no longer matches the Recipient's business name in this Contract, this Contract is automatically terminated.
- 9.3. If the Recipient's change in business name does not alter the nature of the Recipient's business, or if the Recipient's qualifications for the Data under the permissible purpose(s) certified in Section 1 of this Contract do not change, a new Contract may be executed without re-applying, at the sole discretion of TxDMV.
- 9.4. The Recipient shall notify the designated TxDMV Representative identified in **Subsection 10.5** of this Contract in writing of any changes to the information provided on the approved application, including, but not limited to, changes in physical or mailing address, business phone number, or listed account contact. Any notice required under this Subsection, must be provided within 5 business days of the change.

10. Additional Terms and Conditions

- 10.1. <u>Amendments</u>. This Contract may be amended only by a written amendment executed by both Parties.
- 10.2. <u>Assignment</u>. The Recipient shall not assign its rights or delegate its obligations under this Contract without prior written approval from TxDMV. Any attempted assignment in violation of this Subsection is void and without effect.
- 10.3. Compliance with Laws and Change in Laws. The Recipient shall comply with all applicable federal and state laws, rules, regulations, and guidelines that currently exist and as amended throughout the term of this Contract, and with the orders and decrees of any court, or administrative bodies, or tribunals in any matter affecting the performance of this Contract. Notwithstanding anything to the contrary in this Contract, TxDMV reserves the right, in its sole discretion, to unilaterally amend this Contract to incorporate any modifications necessary for the Parties compliance with changes in federal and state laws, regulations, requirements, and guidelines.
- 10.4. Contract Execution. Each Party represents and warrants that the individual executing this Contract on its behalf has full power and authority to enter into this Contract. Additionally, each Party agrees that this Contract, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. The Parties each agree that this transaction and Contract may be conducted under the Texas Uniform Electronic Transactions Act ("UETA") (Texas Business and Commerce Code Chapter 322), and in particular, the Parties each consent to an electronic signature (as defined in UETA) as an enforceable signature for this Contract and any amendment thereto. The Parties further agree that any objections that electronic signatures and electronically transmitted documents do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.
- 10.5. <u>Designated Representatives</u>. The following will act as the designated Representatives authorized to administer activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted to be given under this Contract. Communications to the Representatives may be given by written or electronic transmission. The designated Representatives on behalf of their respective Party are as follows:

TxDMV

Kavin Edwards
Texas Department of Motor Vehicles
Vehicle Titles and Registration Division
4000 Jackson Avenue
Austin, Texas 78731
DataContractsCA1@txdmv.gov

Recipient

Pete Sepulveda, Jr.
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, TX 78575
psepulveda@ccrma.org

The Recipient may change its designated Representative by providing written notice to TxDMV at least 10 business days after to the change. TxDMV will issue notification to the Recipient of any change to its designated Representative within a reasonable time period of said change or upon receipt of a communication from the Recipient to the above referenced email box.

- 10.6. Entire Agreement. This Contract contains all the terms and conditions between TxDMV and the Recipient relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Contract, shall be of any force or effect.
- 10.7. Excluded Parties. Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 10.8. Executive Head of a State Agency Affirmation. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, Recipient certifies that it is not (1) the executive head of TxDMV, (2) a person who at any time during the four years before the date of the contract was the executive head of TxDMV, or (3) a person who employs a current or former executive head of TxDMV.
- 10.9. <u>Governing Law and Venue</u>. This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless mandated otherwise by statute.
- 10.10. <u>Inability to Provide Data</u>. If TxDMV is delayed in or unable to provide the Data as set forth in this Contract, TxDMV will attempt to notify the Recipient, but shall not be liable to the Recipient for any delay or not being able to provide the Data.
- 10.11. INDEMNIFICATION. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TXDMV, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR ANY PERSON OR ENTITY RECEIVING INFORMATION OR DATA GOVERNED BY THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TXDMV IS A NAMED DEFENDANTS IN ANY LAWSUIT AND THE RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. THE RECIPIENT AND TXDMV AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE

RECIPIENT TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR TXDMV FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE STATE, TXDMV, OR ITS EMPLOYEES.

10.12. <u>Legal Notice</u>. Any legal notice required under this Contract shall be deemed delivered when deposited by a Party in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required; or hand delivered, to the appropriate address below:

TxDMV

Texas Department of Motor Vehicles Attn: Office of General Counsel 4000 Jackson Avenue Austin, Texas 78731

Recipient

Cameron County Regional Mobility Authority Attn: Pete Sepulveda, Jr. 3461 Carmen Ave. Rancho Viejo, TX 78575

Legal notices given in any other manner not set forth within this Subsection shall be deemed effective only if and when received by the Party to be notified. Additionally, a copy of any legal notice must be provided at the same time to the receiving Party's designated Representative identified in **Subsection 10.5** of this Contract when said notice is given. Either Party may change its address for legal notices by providing written notice to the other Party at least 30 days prior to the change.

- 10.13. <u>LIMITATION OF LIABILITY</u>. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE RECIPIENT SHALL HOLD HARMLESS TXDMV FROM ANY LIABILITY THAT MAY ARISE FROM THE RECIPIENT'S ACCESS TO, RECEIPT OF, MISUSE OF, OR REDISCLOSURE OF THE DATA BY THE RECIPIENT OR BY ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS. TXDMV MAKES NO REPRESENTATION OR WARRANTY AS TO USE, RESULT, OR ACCURACY OF THE DATA THAT IS THE SUBJECT OF THIS CONTRACT. THE RECIPIENT, NOT TXDMV, IS SOLELY RESPONSIBLE IF A USER FAILS TO PROPERLY INTERPRET THE DATA. THE RECIPIENT, NOT THE TXDMV, IS SOLELY RESPONSIBLE FOR SENDING ANY NOTICES TO THE INCORRECT PARTIES.
- 10.14. No Third-Party Beneficiaries. This Contract is intended for the benefit of TxDMV and the Recipient, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. Any benefit(s) that a third-party may receive as a result of this Contract are incidental and do not create any rights for such third-party.
- 10.15. <u>Publicity</u>. The Recipient shall not use TxDMV's name, logo, or other likeness in any press release, marketing material, or other announcement, including postings on social media sites, without TxDMV's prior written approval. TxDMV does not endorse the Recipient, any vendor, commodity, or service.
- 10.16. <u>Public Information Act</u>. The Recipient understands that TxDMV will comply with the Texas Public Information Act (Texas Government Code Chapter 552) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to

public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, the Recipient is required to make any information created or exchanged with the State of Texas or TxDMV pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State of Texas or TxDMV.

- 10.17. <u>Recitals</u>. The recitals set forth at the beginning of this Contract are incorporated into and made part of this Contract, and the Parties represent the recitals are true, accurate, and correct.
- 10.18. <u>Severability</u>. This Contract shall be construed in a manner consistent with all applicable existing and future laws and regulations. If any part of this Contract is determined to be invalid or contrary to existing and future laws and regulations, the remainder of the Contract will remain in full force and effect. The illegal or invalid provision will be deemed severable and stricken from this Contract as if it had never been incorporated herein. Upon occurrence of such an event, the Parties shall meet and confer as soon as practical to renegotiate the conflicting provisions
- 10.19. Sovereign Immunity. The Parties expressly agree that no provisions of this Contract are in any way intended to constitute a waiver by the State of Texas or TxDMV of any immunities from suit or from liability that the State of Texas or the TxDMV may have by operation of law. Additionally, if the Recipient is a "governmental unit" as defined by Texas Civil Practice and Remedies Code § 101.001(3), then nothing in this Contract should be construed to abrogate any rights or affirmative defense available to the Recipient under the doctrines of sovereign and official immunity.
- 10.20. <u>Survival</u>. Expiration or termination of this Contract for any reason does not release the Recipient from any liability or obligation set forth in this Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of this Contract, including without limitation the provisions regarding indemnification, limitation of liability, data security, confidentiality, and breaches, and rights and remedies upon termination.

11. Contract Term

- 11.1. This Contract is effective on the signature date of the last of the Parties to sign and will continue for 5 years, unless terminated earlier pursuant to the terms and conditions of this Contract. Thereafter, this Contract shall automatically renew for successive 5-year terms, subject to Subsection 11.2 of this Contract. For the avoidance of doubt, this contract may be terminated during the initial term or any renewal period in accordance with Section 8 of this Contract.
- 11.2. TxDMV may, in its sole discretion, exercise the option to cancel the autorenewal of this Contract, at the end of each 5-year term, upon evaluation of the Recipients performance during the previous contract term. The Recipients of bulk Data will also be evaluated on

their adherence to **Section 3** of this Contract. TxDMV will notify the Recipient, in writing, of its Contract renewal status at least 30 days prior to the date the contract term will expire.

12. Signatures

By signing below, the Parties acknowledge that they have read this Contract and bind themselves to faithful performance of the duties and obligations therein.

Texas Department of Motor Vehicles	Cameron County Regional Mobility Authority
Tolonofo Jona Sa.	Signature
Roland D. Luna Sr.	Pete Sepulveda, Jr.
Printed Name	Printed Name
Executive Deputy Director	Executive Director
Title	Title
05/22/2024	04.26.24
Date	Date



ATTACHMENT A PUBLIC PURPOSE CONTRACTOR CERTIFICATION OF USE

Cameron County Regional Mobility Authority	t"), a Texas governmental entity or a toll
	Plus LLC
("Public Purpose Contractor"), a public or private entity, each	
the performance of the Recipient's public purpose of:	
Collecting toll road violators information to invoice accordingly	y.
Each Party understands that the personal information cont subject to the federal Driver's Privacy Protection Act (18 U Vehicle Records Disclosure Act. The information obtained fro stated purpose and may only be redisclosed pursuant to Te Violation of these sections may result in both a civil suit and a cr	S.C. Section 2721 et seq.) and the Texas Motor m the MVRs shall only be used for the Recipient's xas Transportation Code §§730.0123 and 730.013.
Each Party represents and warrants that the individual execution authority to do so. Additionally, each Party agree that this attack executed by written or electronic signature and may be delived electronic transfer of an originally signed document, each of woriginal document. The Parties agree that this transaction Texas Uniform Electronic Transactions Act ("UETA"), and in posignature (as defined in Texas UETA) as an enforceable signature The Parties further agree that that any objections that electronic documents do not constitute the "best evidence" of the documents do not constitute the "best evidence" of	hment, as well as any amendments thereto, may be ered in multiple counterparts by facsimile or other hich will be as binding on the Party or Parties as an and attachment may be conducted under the articular, the Parties each consent to an electronic re for this attachment and any amendment thereto. Extronic signatures and electronically transmitted ocuments, or that they do not comply with the
By signing below, the Parties acknowledge that they have rea	ad this Attachment and bind themselves to
faithful performance of the duties and obligations therein.	
T XX	Charles Three areas of
Signature	Signature
Pete Sepulveda, Jr.	Crystal Hannemann
Printed Name	Printed Name
Executive Director	Chief Operations Officer
Title	Title
May 01, 2024	5/0/000A
May 01, 2024 Date	5/2/2024 Date
Date	Date



Bulk Contract Annual Report

Date: September 1, 2023 - August 31, 2024

Information & Instructions

Pursuant to Texas Transportation Code § 730.014, and in accordance with 43 Texas Administrative Code §217.133, a Recipient under a bulk contract for the receipt of Texas motor vehicle records (MVR), must submit an annual report, providing details regarding any third party to which the Recipient redisclosed personal information from department MVRs during the reporting period. The report shall be electronically submitted, on or before October 1st of each year for the 12-month period beginning September 1st of the preceding year, to DC_AnnualReport@txdmv.gov.

TxDMV will cease providing MVRs to Recipients who fail to until the annual report is submitted. If the report is not sulterminate the contract.	timely submit their annual report or request a pmitted by December 1st of the year the repor	in extension (Administrative Code §217.133 (d)), t is required to be submitted, TxDMV may
A Recipient is a <u>private entity</u> , a <u>Texas governmental entity</u> (Texas Government Code § 2252.001), or a <u>toll project entity</u> (Texas Transportation Code § 372.001).		
Business Information	THE RESERVE OF THE PERSON OF T	
Full Business Name (including DBA if applicable)		
Cameron County Regional Mobility Authority		
	Weekly Updates w/Dealer Supplem	ental Specialty Plates File eTAG File
Third Party Redisclosure Information NO Third Party Redisclosures were made during the reporting period. (If you select this box, you may sign this form and return to DC_AnnualReport@txdmv.gov by the required date. Details regarding any third party to which the Recipient redisclosed personal information from department MVRs during the reporting period is provided below. (Please attach an Excel spreadsheet with the exact information, in the exact same format, as requested below, if the reported information exceeds the space given below.)		
Organization/Entity Name	Individual 's Name	Third Party's Permitted Use(s) (Transportation Code §730.007)
Toll Plus LLC	Crystal Hannemann	Sec. 730.007 (a)(2)(J)
Certification		· 其代表。在1965年,一次数本分分
By my signature below, I certify the information I provided understand that any false statements or deliberate omissi misrepresentation.	d on and in connection with this form is true an ons on this form may subject the me, and the o	d correct to the best of my knowledge. I also contracted Recipient to legal actions for fraudulent
Pete Sepulveda, Jr.		Exec Director
Printed Name	SIGN HERE	Title May 1, 2024
Signature		Date

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