



**IMPROVING MORE THAN JUST ROADS**

POSTED ON WEB  
08/26/2024  
@ 10:25 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**  
**August 29, 2024**  
**12:00 PM**

**PUBLIC COMMENTS:**

**1. Public Comments.**

**ITEMS FOR DISCUSSION AND ACTION:**

**2. Action Items.**

- A. Consideration and Approval of the July 25, 2024, Regular Meeting Minutes and of the July 25, 2024 Board Workshop.**
- B. Acknowledgement of Claims.**
- C. Approval of Claims.**
- D. Consideration and Approval to Authorize Cameron County Regional Mobility Staff to Advertise for Request for Proposals for Bank Depository Services.**
- E. Consideration and Approval of the Fiscal Year 2024 External Audit Engagement Letter with Burton, McCumber & Longoria, LLP.**
- F. Consideration and Approval of Change Order Number 10 for the Veterans Bridge at Los Tomates DAP Project.**
- G. Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project.**
- H. Consideration and Approval to Increase the TCDRS Retirement Matching Contribution for Cameron County Regional Mobility Authority Employees to 250% (2.5 to 1) Effective January 01, 2025.**
- I. Consideration and Approval of a First Amendment to Interlocal Agreement between the Cameron County Regional Mobility Authority and Harris County.**

**J. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority.**

**K. Discussion and Possible Action Regarding the Budget for Fiscal Year 2025.**

**L. Consideration and Approval of the Fiscal Year 2025 Holiday Schedule.**

**M. Consideration and Approval of the Amended Cameron County Regional Mobility Authority's Policies and Procedures for Toll Collections and Roadway Operations.**

**N. Consideration and Approval of Substantial Completion and Final Payment to American Contracting USA, Inc. for Roofing Improvements on the CCRMA Administration Building and Approval of Release of Check.**

**O. Consideration and Approval of Amendment No. 1 to 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 the Interlocal Agreement with the Hidalgo County Regional Mobility Authority, Pursuant to V.T.C.A., Government Code, Section 551.071 (1) & (2).**

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

**A. Possible Action.**

**ADJOURNMENT:**

**Signed this 26th day of August 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-A      CONSIDERATION AND APPROVAL OF THE JULY 25, 2024,  
REGULAR MEETING MINUTES AND OF THE JULY 25, 2024 BOARD  
WORKSHOP.**

**11:00 P.M.**

**PRESENT:**

**FRANK PARKER, JR.**  
**CHAIRPERSON**

**MICHAEL SCAIEF**  
**VICE CHAIRMAN (ABSENT)**

**ARTURO A. NELSON**  
**SECRETARY**

**AL VILLARREAL**  
**TREASURER**

**MARK ESPARZA**  
**DIRECTOR**

**LEO R. GARZA**  
**DIRECTOR**

## DIRECTOR

The Board Workshop was called to order by Chairman Parker, at 11:00 A.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 22<sup>nd</sup> day of July 2024 at 9:40 A.M.

## PUBLIC COMMENTS

# 1 PUBLIC COMMENTS

None.



**ACTION ITEMS**

**2 Ethics Training provided by Rentfro, Irwin & Irwin, P.L.L.C. for the Board of Directors.**

Mr. David Irwin, Attorney from Rentfro, Irwin & Irwin, P.L.L.C., conducted an ethics training for the Cameron County Regional Mobility Board of Directors as required by the State of Texas.

**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 board workshop was **ADJOURNED** at 11:34 A.M.

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**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

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

**BE IT REMEMBERED** on the 25<sup>th</sup> day of July 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:

**12:00 P.M.**

**PRESENT:**

**FRANK PARKER, JR.**  
**CHAIRPERSON**

**MICHAEL SCAIEF**  
**VICE CHAIRMAN (ABSENT)**

**ARTURO A. NELSON**  
**SECRETARY**

**AL VILLARREAL**  
**TREASURER**

**MARK ESPARZA**  
**DIRECTOR**

**LEO R. GARZA**  
**DIRECTOR**

## DIRECTOR

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 22<sup>nd</sup> day of July 2024 at 9:40 A.M.

## PUBLIC COMMENTS

# 1 PUBLIC COMMENTS

Cameron County Commissioner Precinct No. 1, Sofia C. Benavides, thanked the Board for allowing her to speak and began by thanking the Board and staff for their excellent job in successfully going interoperable with HCTRA and hopes to see the continued success of the FUEGO tag regionally and eventually the interoperability with Mexico. Commissioner Benavides then congratulated and commended the Board and staff for their Risk Assessment performance conducted by TxDOT.

Commissioner Benavides also mentioned the 2025 Unified Transportation Program (UTP) and how disappointing it is that two important projects were not included, U.S. 77 and U.S. 281. She further stated that there needs to be more advocating for these projects to ensure that our region gains economic opportunity with an Interstate corridor. Lastly, Commissioner Benavides voiced her support for two agenda items that deal with the East Loop Project.

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## **ACTION ITEMS**

### **2-A Consideration and Approval of the June 20, 2024 Regular Meeting Minutes.**

Director Esparza moved to approve the June 20, 2024, Regular 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 Treasurer Villarreal and carried unanimously.

**The Claims are as follows:**

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### **2-C Approval of Claims.**

Mr. Victor Barron, RMA Chief Financial Officer went over the Claims and presented them into the record. Mr. Barron read in additional claims for the Texas Department of Transportation for the Advanced Funding Agreement Amendment #2 for Whipple Road - \$35,507 and UPRR for Inv. #90136388 - \$23,656.65

Secretary Nelson moved to approve the Claims as presented with the additional claims read in. The motion was seconded by Director Esparza and carried unanimously.

**The Claims are as follows:**

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### **2-D Consideration and Possible of the Financial Statements and Budget Amendments for the Month of June 2024**

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

Director Esparza moved to approve the Financial Statements and Budget Amendments for the month of June 2024. The motion was seconded by Treasurer Villarreal and carried unanimously.

**The Financials are as follows:**

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**2-E Consideration and Approval of a Letter of Credit with Texas Regional Bank.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve a Letter of Credit with Texas Regional Bank.

Treasurer Villarreal moved to approve the Letter of Credit with Texas Regional Bank. The motion was seconded by Secretary Nelson and the motion carried as follows:

Ayes: Chairman Parker, Secretary Nelson, Treasurer Villarreal

Nays: N/A

Abstain: Director Garza and Director Esparza

Affidavits were filed by Director Esparza and Director Garza

**The Letter of Credit is as follows:**

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**2-F Discussion and Possible Action Regarding the Cameron County Regional Mobility Authority Employee/Spouse/Child Health Insurance Contribution.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need for possible action regarding the Cameron County Regional Mobility Authority Employee/Spouse/Child Health Insurance Contribution. Mr. Barron went on to further advise that RMA pays 100% for the Employee Coverage and 75% for Dependent Coverage. Mr. Barron suggests increasing the amount the employee pays for dependent coverage by 5%. Mr. Pete Sepulveda, Jr, RMA Executive Director had advised the board in the past that the RMA would increase the amount of employee contribution for dependent coverage gradually. Mr. Barron advised that if the board decided not to increase by 5% it would be left as is and only increase by 2% across the board. Staff recommended approval.

Secretary Nelson moved to approve the Cameron County Regional Mobility Authority Employee/Spouse/Child Health Insurance Contribution by 5%. The motion was seconded by Director Esparza and carried unanimously.

**2-G Consideration and Approval of Payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project and American Contracting USA, Inc. for the Roofing Improvements of the CCRMA Administration Building.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board for the need to approve the payment of invoices and release of checks to SpawGlass for the Cameron County Veterans Bridge DAP Project for and estimated amount of Pay App #23 for \$225,000 and Pay App #24 for \$50,000.

Treasurer Villarreal moved to approve the payment of Invoices and Release of Checks to SpawGlass for the Cameron County Veterans Bridge DAP Project and American Contracting USA, Inc. for the Roofing Improvements of the CCRMA Administration Building. The motion was seconded by Director Garza and carried unanimously.

**2-H Discussion and Possible Action Regarding the Transition with the Harris County Toll Road Authority.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve an item regarding the transition with the Harris County Toll Road Authority. Mr. Barron went on further to advise that he would like to wire HCTRA \$110,000 for prepaid Fuego Accounts.

Secretary Nelson moved to approve the wiring of \$110,000 to Harris County Toll Road Authority for the Prepaid Fuego Accounts. The motion was seconded by Director Garza and carried unanimously.

**2-I Consideration, Approval and Authorization for CCRMA Staff to Submit the Section 129 Report.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve and authorize CCRMA Staff to Submit the Section 129 Report. Mr. Sepulveda further advised the report is a requirement from TxDOT for SH 550. Mr. Sepulveda further advised the board that R.R.P. Consulting Engineers had completed the assessment report for SH 550. Mr. Eric Davila, Chief Development Engineer, advised that the major change this year is the Bridges. Mr. Davila went on to advise that the report would outline the maintenance needed on the bridges. Mr. Sepulveda advised that there might be some federal funds for the maintenance of bridges since it is considered an interstate.

Director Esparza moved to approve the Authorization for CCRMA Staff to Submit the Section 129 Report. The motion was seconded by Director Garza and carried unanimously.

**2-J Consideration and Approval of an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve an Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project. Mr. Sepulveda also advised the board that the purpose of the Amended Interlocal Agreement was to include the funding required in the amount of \$64,701 for the initial payment and \$209,130 prior to construction as per TxDOT's Advanced Funding Agreement (AFA) and it was approved by the Cameron County Commissioners Court on July 23, 2024.

Treasurer Villarreal moved to approve an Amended Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County for the West Boulevard Project. The motion was seconded by Director Garza and carried unanimously.

**The Interlocal is as follows:**

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**2-K Consideration and Authorization to Continue Participation in the Buy Board Interlocal Cooperative Purchasing Agreement.**

Mr. Pete Sepulveda, Jr, RMA Executive Director advised the board of the need to continue participation in the Buy Board Interlocal Cooperative Purchasing Agreement. Staff recommends approval.

Director Garza moved to approve the continued participation in the Buy Board Interlocal Cooperative Purchasing Agreement. The motion was seconded by Director Esparza and carried unanimously.

**2-L Consideration and Authorization to Continue Participation in the Choice Partners Interlocal Cooperative Purchasing Agreement.**

Mr. Pete Sepulveda, Jr, RMA Executive Director advised the board of the need to continue participation in the Choice Partners Interlocal Cooperative Purchasing Agreement. Staff recommends approval.



Director Garza moved to approve the continued participation in the Choice Partners Interlocal Cooperative Purchasing Agreement. The motion was seconded by Director Esparza and carried unanimously.

**2-M Consideration and Authorization to Continue Participation in the Region VIII-Education Service Center (TIPS) Texas Interlocal Cooperative Purchasing System Agreement.**

Mr. Pete Sepulveda, Jr, RMA Executive Director advised the board of the need to continue participation in the Region VIII-Education Service Center (TIPS) Texas Interlocal Cooperative Purchasing Agreement. Staff recommends approval.

Director Garza moved to approve the continued participation in the Region VIII-Education Service Center (TIPS) Texas Interlocal Cooperative Purchasing Agreement. The motion was seconded by Director Esparza and carried unanimously.

**2-N Consideration and Authorization to Continue Participation in the Omnia Partners Cooperative Purchasing Agreement.**

Mr. Pete Sepulveda, Jr, RMA Executive Director advised the board of the need to continue participation in the Omnia Partners Cooperative Purchasing Agreement. Staff recommends approval.

Director Garza moved to approve the continued participation in the Omnia Partners Cooperative Purchasing Agreement. The motion was seconded by Director Esparza and carried unanimously.

**2-O Consideration and Approval of Change Order No. 9 with SpawGlass for the Veterans Bridge at Los Tomates Donation Acceptance Program Project.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Change Order No. 9 with SpawGlass for the Veterans Bridge at Los Tomates Donation Acceptance Program Project. Mr. Davila further advised that the reason for the change order was to finalize the connectivity items needed. The cost of the Change Order is \$325,528.94. Mr. Davila also advised that there was a third-party funding commitment with R.R.P. Consulting Engineers, L.L.C., so the project is not held up. Mr. Pete Sepulveda, Jr., advised the board that the Cameron County Commissioners Court approved the Change Order on Tuesday, July 23, 2024. Staff recommends approval.

Director Esparza moved to approve Change Order No. 9 with SpawGlass for the Veterans Bridge at Los Tomates Donation Acceptance Program Project. The motion was seconded by Secretary Nelson and carried unanimously.

**The Change Order is as follows:**

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**2-P Consideration and Approval of a Professional Services Agreement between the Cameron County Regional Mobility Authority and MPark Consulting, LLC.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve a Professional Services Agreement between the Cameron County Regional Mobility Authority and MPark Consulting, LLC. Mr. Sepulveda went further to advise that this agreement would be to assist

with other bridge projects where Right of Way will need to be acquired. This individual brings a lot of experience working with Customs and Border Patrol and would only be used on an as needed basis and the agreement would not exceed \$50,000.

Secretary Nelson moved to approve the Professional Services Agreement between the Cameron County Regional Mobility Authority and MPark Consulting, LLC. The motion was seconded by Director Esparza and carried unanimously.

**The Professional Service Agreement is as follows:**

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**2-Q Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C. for the Reduction of Environmental Services with the Removal of the Re-evaluation and Addition of Utility Coordination and Schematic Revisions of the South Parallel Corridor Phase III Project.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board for the need to approve Supplemental Work Authorization No. 1 to Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C. for the Reduction of Environmental Services with the Removal of the Re-evaluation and Addition of Utility Coordination and Schematic Revisions of the South Parallel Corridor Phase II Project. Mr. Davila further advised that AEP finalized the design and we are getting additional assistance with R.R.P. Consulting Engineers, L.L.C. to acquire Right of Way. Mr. Pete Sepulveda, Jr., RMA Executive Director advised the board that during the Environmental Scoping that no-re-evaluation is needed. The project will be fully funded for letting in FY 25. Staff recommends approval.

Director Esparza moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 41 with R.R.P. Consulting Engineers, L.L.C. for the Reduction of Environmental Services with the Removal of the South Parallel Corridor Phase III Project. The motion was seconded by Director Garza and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**2-R Consideration and Approval of Supplemental Work Authorization No. 5 to Work Authorization No. 5 with R.R.P. Consulting Engineers, L.L.C. for Additional ROW and Miscellaneous Activities with Respect to Project Stakeholder Coordination for the East Loop Project.**

Mr. Eric Davila, RMA Chief Development Engineer, of the need to approve Supplemental Work Authorization No. 5 to Work Authorization No. 5 with R.R.P. Consulting Engineers, L.L.C. for Additional ROW and Miscellaneous Activities with Respect to Project Stakeholder Coordination for the East Loop Project. Mr. Davila went on to further advise that the project design is at 95% complete and need to acquire parcels. The amount of \$769,484.90 will be funded from the TRZ funds. Staff recommends approval.

Treasurer Villarreal moved to approve Supplemental Work Authorization No. 5 to Work Authorization No. 5 with R.R.P. Consulting Engineers, L.L.C. for Additional ROW and Miscellaneous Activities with Respect to Project Stakeholder Coordination for the East Loop Project. The motion was seconded by Director Esparza and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**2-S Consideration and Approval of Supplemental Work Authorization No. 1 to Work Authorization No. 22 with R.R.P. Consulting Engineers, L.L.C. for Roadway Geometric Design Modifications, Grading Design, Utility Coordination and Miscellaneous Roadway Activities for the East Loop Project.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board to approve Supplemental Work Authorization No. 1 to Work Authorization No. 22 with R.R.P. Consulting Engineers, L.L.C. for Roadway Geometric Design Modifications, Grade Design, Utility Coordination and Miscellaneous Roadway Activities for the East Loop Project. Mr. Davila went on further to advise that the project design is at 95% complete. He also advised that the City of Brownsville will have to replace the new pumps when they relocate the Impala Pump at the new levee site. Staff recommends approval.

Director Esparza moved to approve Supplemental Work Authorization No. 1 to Work Authorization No. 22 with R.R.P. Consulting Engineers, L.L.C. for Roadway Geometric Design Modifications, Grade Design, Utility Coordination and Miscellaneous Roadway Activities for the East Loop Project. The motion was seconded by Treasurer Villarreal and carried unanimously.

**The Supplemental Work Authorization is as follows:**

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**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Treasurer Villarreal and seconded by Secretary Nelson and carried unanimously, the meeting was **ADJOURNED** at 12:52 P.M.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2024.**

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**CHAIRMAN FRANK PARKER, JR.**

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

**2-B     ACKNOWLEDGEMENT OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 22, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Abila	Q-138043	\$ 2,980.17	Abila Annual Subscription FY25	Indirect	Y	Local	Ope
Amazon Capital Services	17VR-9FCK-9RDW	85.38	Office Supplies Tolls/Admin Amazon July 2024	Indirect	Y	Local	Ope
Custom Pins Now	INV-2235	239.00	200 qty .75 in Hard Enamel Pins CCRMA & Fuego	Indirect	Y	Local	Ope
Gexa Energy, LP	25414352	95.42	Electricity Ste 6 August 2024	Indirect	Y	Local	Ope
Lone Star Shredding Document Storage	2000173	112.50	Shredding Services Aug 2024	Indirect	Y	Local	Ope
NRG Energy, Inc	305002455707	74.23	Electricity Ste 8 August 2024	Indirect	Y	Local	Ope
		<u>3,586.70</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
R.R.P. Consulting Engineers, L.L.C.	U2716.334-07	\$ 14,229.91	Flor De Mayo WA 24 July 2024	Flor De Mayo Bridge	Y	Local	Restri
		<u>14,229.91</u>					



## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	014849	\$ 158.76	Employee Supplemental Insurance Aug 2024	Indirect	Y	Local	Tolls
Amazon Capital Services	17VR-9FCK-9RDW	397.41	Office Supplies Tolls/Admin Amazon July 2024	Indirect	Y	Local	Tolls
Custom Pins Now	INV-2235	239.00	200 qty .75 in Hard Enamel Pins CCRMA & Fuego	Indirect	Y	Local	Tolls
Public Utilities Board	588837 8/24	208.68	Electricity 180042 SH550 LOC Bro, TX Aug 2024	Port Spur - SH550	Y	Local	Tolls
Star Systems America, LLC	616	765.00	Shipping and Fees Fuego Tags	Indirect	Y	Local	Tolls
		<u>1,768.85</u>					
	Operations	3,586.70					
	Interlocal Agre	14,229.91					
	Tolls	<u>1,768.85</u>					
	Total Transfer	<u>19,585.46</u>					

Reviewed by:

Monica R. Ibarra,  
AccountantMR me 8.22.24Victor J. Barron,  
Chief Financial OfficerVJB 8.22.24Pete Sepulveda Jr.,  
Executive DirectorPJ 8.23.24



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 14, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bank of New York Mellon	252-2653389	\$ 1,375.00	VRF Revenue Bonds Series 2021 8/2024-7/2025	Indirect	Y	Local	Ope
CheckMark	119054 7/24	55.92	TimeClock Service July 2024	Indirect	Y	Local	Ope
Monica R Ibarra	Travel MRI July 2024	26.53	Travel Reimbursement MRI July 2024	Indirect	Y	Local	Ope
GDJ Engineering	2024-158	9,009.62	RGV MPO July 2024	Indirect	Y	Local	TRZ
JWH and Associates, Inc.	1026	9,850.00	Gateway Bridge Pedestrian July 2024	CC - Gateway Bridge	Y	Local	TRZ
Lone Star Shredding Document Storage	1999541	112.50	Shredding Services July 2024	Indirect	Y	Local	Ope
MPC Studios, Inc	34414	275.00	Website Hosting July 2024	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	78	12,000.00	Consulting Services June 2024	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	79	12,000.00	Consulting Services July 2024	Indirect	Y	Local	Ope
RingCentral, Inc.	CD_000879043	368.76	Phone Systems August 2024	Indirect	Y	Local	Ope
Staples Business Credit	RCH-10229986	46.07	Staples Office Supplies July 2024	Indirect	Y	Local	Ope
AIM Media Texas	40016751-0724	1,053.75	6337- BH Digital by the Day Engineering	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	2551	3,759.75	Legal Services July 2024	Indirect	Y	Local	Ope
Charter Communications	185525901080124	774.06	Internet/Phones Admin-Tolls Aug 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030007806 7/24	35.57	Water & Wastewater Ste 7 July 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030007907 7/24	35.07	Water & Wastewater Ste 6 July 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030008005 7/24	35.23	Water & Wastewater Ste 4 July 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030008105 7/24	35.03	Water & Wastewater Ste 3 July 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030008306 7/24	39.98	Water & Wastewater Ste 8 July 2024	Indirect	Y	Local	Ope
Valley Municipal Utility	2030008406 7/24	20.71	Water & Wastewater Ste 5 July 2024	Indirect	Y	Local	Ope
		<u>50,908.55</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2024-163	\$ 1,589.01	Los Fresnos Sidewalk Proj July 2024	COLF Side Walk	Y	Local	Restri
		<u>1,589.01</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Law Enforcement Systems LLC	1014924	\$ 198.90	DMV Record July 2024	Indirect	Y	Local	Tolls
Monica R Ibarra	Travel MRI July 2024	38.33	Travel Reimbursement MRI July 2024	Indirect	Y	Local	Tolls
Fagan Consulting LLC	BOS-2407	607.99	CCRMA Go Live	Indirect	Y	Local	Tolls
InfoSend, Inc.	267744	146.13	Missed Postage Billings 6.30.24	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1546392-20240731	120.33	Address and Name Lookup July 2024	Indirect	Y	Local	Tolls
Louie's Custom Glass & Tint	Tint Tolls Windows	1,150.00	Tint Tolls Office 5 Windows	Indirect	Y	Local	Tolls
RingCentral, Inc.	CD_000879043	368.76	Phone Systems August 2024	Indirect	Y	Local	Tolls
Staples Business Credit	RCH-10229986	63.78	Staples Office Supplies July 2024	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	2551	1,236.25	Legal Services July 2024	Indirect	Y	Local	Tolls
Charter Communications	185399301080124	697.51	Ethernet Intrastate 2129 FM Apt 511 Aug 2024	Direct Connectors - SH550	Y	Local	Tolls
Charter Communications	185525901080124	774.06	Internet/Phones Admin-Tolls Aug 2024	Indirect	Y	Local	Tolls
Charter Communications	239414901070124	533.98	Ethernet Intrastate 7301 Metropolis Dr July 2024	Direct Connectors - SH550	Y	Local	Tolls
Charter Communications	239414901080124	846.08	Ethernet Intrastate 7301 Metropolis Dr Aug 2024	Direct Connectors - SH550	Y	Local	Tolls
Charter Communications	23941490160724	806.03	Ethernet Interstate 7301 Metropolis Dr Jun 2024	Direct Connectors - SH550	Y	Local	Tolls
Valley Municipal Utility	3010066802 7/24	51.51	Water & Wastewater Tolls July 2024	Indirect	Y	Local	Tolls
		<u>7,639.64</u>					
	Operations	50,908.55					
	Interlocal Agre	1,589.01					
	Tolls	<u>7,639.64</u>					
	Total Transfer	<u>60,137.20</u>					

Reviewed by:

Monica R. Ibarra, Accountant

Victor J. Barron,  
Chief Financial OfficerPete Sepulveda Jr, Executive  
Director

*Monica R. Ibarra* 8.14.24

*Victor J. Barron* 8.14.24

*Pete Sepulveda Jr* 8.14.24



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 7, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bernard's Electric, LLC	545467	\$ 350.00	A/C Cleaning and Added Gas in Board Room	Indirect	Y	Local	Ope
CBP Explorer Post 3103	Gold Package	1,200.00	Sponsorship US Customs & Border Protection CBP	Indirect	Y	Local	Ope
CNA Surety	71344654 9.27.24	161.88	CNA Surety Mark Esparza 9.27.24	Indirect	Y	Local	Ope
Alejandro Garcia	Travel AG July 2024	107.20	Travel Reimbursement July 2024 AG	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ July 2024	1,805.87	Travel Reimbursement July 2024 PSJ	Indirect	Y	Local	Ope
Toshiba Financial Services	45284522	187.34	Admin Printer August 2024	Indirect	Y	Local	Ope
Toshiba Financial Services	534360789	239.11	Admin Printer August 2024	Indirect	Y	Local	Ope
Verizon Wireless	9969783342	75.98	Internet Hotspot July 2024	Indirect	Y	Local	Ope
		<u>4,127.38</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Matus Contractor Company	751	\$ 7,350.00	Grass, Garbage, Herbicide Paredes Ln to Alton Gloor Zone 2	Indirect	Y	Local	Tolls
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 8/24	321.00	Storage Unit #923 August 2024	Indirect	Y	Local	Tolls
Port Isabel Chamber of Commerce	9th Annual	2,500.00	9th Annual Summer Causeway Run Sponsorship	Indirect	Y	Local	Tolls
Verizon Wireless	9969783342	75.98	Internet Hotspot July 2024	Indirect	Y	Local	Tolls
		<u>10,246.98</u>					
	Operations	4,127.38					
	Tolls	<u>10,246.98</u>					
	Total Transfer	<u>14,374.36</u>					

Reviewed by:

Monica R. Ibarra,  
AccountantMR. up 8.7.24Victor J. Barron,  
Chief Financial OfficerVJB 8.8.24Pete Sepulveda Jr.,  
Executive DirectorPJD 8.8.24





**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 5, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Contracting USA, Inc.	Pay App #4	\$ 19,608.00	Roof Improvments July 2024	Indirect	Y	Local	Bond Pro
		<u>19,608.00</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
SpawGlass Contractors, Inc.	3022054 #23	\$ 211,167.10	Veterans Bridge POV May 2024	CC- Veterans Bridge	Y	Local	Ope
		<u>211,167.10</u>					
	Operations	19,608.00					
	Interlocal Agre	<u>211,167.10</u>					
	Total Transfer	<u>230,775.10</u>					

Reviewed by:

Monica R. Ibarra, Accountant Monica R. Ibarra 8.5.24

Victor J. Barron, Chief Financial Officer VB 08/05/24

Pete Sepulveda Jr, Executive Director PS 8.6.24



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 1, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX July 2024	\$ 1,022.67	Credit Card Charges July 2024	Indirect	Y	Local	Ope
Brownsville Chamber of Commerce	Bro Borders & Beyond	1,000.00	Sponsorship Brownsville Chamber Bringing Borders and Beyond	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 7/24	13.99	Bottled Water Delivery July 2024	Indirect	Y	Local	Ope
Diamante Super Clean	11-018	850.00	Janitorial Services July 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	242050054854037	66.17	Electricity Ste 7 July 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	242050054854038	125.50	Electricity Ste 3 July 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	2.4205E+14	96.86	Electricity Ste 5 July 2024	Indirect	Y	Local	Ope
Direct Energy Business, LLC	242050054854040	75.25	Electricity Ste 4 July 2024	Indirect	Y	Local	Ope
Lily Anne Garcia	Travel LG 7.22.24	23.75	Travel Reimbursement LG July 2024	Indirect	Y	Local	Ope
Victor J. Barron	Travel VJB 7.29.24	16.75	Travel Reimbursement VJB 7.29.24	Indirect	Y	Local	Ope
Gexa Energy, LP	24949268	102.28	Electricity Ste 6 July 2024	Indirect	Y	Local	Ope
Housman & Associates, LLC	Nickel Package	2,500.00	2024 Transportation Short Course Sponsorship Nickel	Indirect	Y	Local	Ope
NRG Energy, Inc	305002387464	36.50	Electricity Ste 8 July 2024	Indirect	Y	Local	Ope
Republic Services	0863-002583291	140.26	Waste Container August 2024	Indirect	Y	Local	Ope
		<u>6,069.98</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
American Express	AMEX July 2024	\$	588.91 Credit Card Charges July 2024	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 7/24		57.95 Bottled Water Delivery July 2024	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	242050054854041		464.48 Electricity Tolls July 2024	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	242070054873114		293.22 Electricity 570 Fm 511 July 2024	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	242070054873115		484.01 Electricity 1895 Fm 511 #1 July 2024	FM1847 - SH550	Y	Local	Tolls
Direct Energy Business, LLC	242070054873595		60.57 Electricity 1705 Fm 511 July 2024	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	242070054873594		79.16 Electricity 1505 Fm 511 July 2024	Direct Connectors - SH550	Y	Local	Tolls
Eric Davila	Reim HCTRA 7.14.24		144.47 Reimbursement HCTRA Lunch For Transition	Indirect	Y	Local	Tolls
Eric Davila	Travel ED 7.13.24	2,294.73	Travel Mexico City ED 7.13.24	Indirect	Y	Local	Tolls
Lily Anne Garcia	Travel LG 7.22.24	240.17	Travel Reimbursement LG July 2024	Indirect	Y	Local	Tolls
Victor J. Barron	Travel VJB 7.29.24	23.41	Travel Reimbursement VJB 7.29.24	Indirect	Y	Local	Tolls
Prisciliano Delgado	10617	250.00	Lawn Care July 2024	Indirect	Y	Local	Tolls
Public Utilities Board	600710 7/24	267.49	Electricity 1100 FM 511 HWY July 2024	Direct Connectors - SH550	Y	Local	Tolls
Edgar Rivera	0151	315.00	SH550 Detail ER 7.22.24	Indirect	Y	Local	Tolls
Edgar Rivera	0152	247.50	SH550 Detail ER 7.23.24	Indirect	Y	Local	Tolls
Rolando Longoria	0153	315.00	SH 550 Detail RL 7.22.24	Indirect	Y	Local	Tolls
Rolando Longoria	0154	247.50	SH550 Detail RL 7.23.24	Indirect	Y	Local	Tolls
Texas Workforce Commission-South Padre TCE	TCE 9.27.24	400.00	TWC Training-Texas Conference for Employers	Indirect	Y	Local	Tolls
			<u>6,773.57</u>				
Operations			6,069.98				
Tolls			<u>6,773.57</u>				
Total Transfer			<u>12,843.55</u>				

Reviewed by:

Monica R. Ibarra,  
AccountantMonica R. Ibarra 8.1.24Victor J. Barron,  
Chief Financial OfficerVictor J. Barron 8.1.24Pete Sepulveda Jr.,  
Executive DirectorPete Sepulveda Jr. 8.1.24



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims July 25, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
RGV Appraisal Services LLC	East Loop Appraisal	\$ 2,500.00	East Loop Appraisals for 40 acres Two Full Appraisal Reports	SH 32 (East Loop)	Y	Local	TRZ
		<u>2,500.00</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	77-B	\$ 8,000.00	Consulting Services ILA May 2024	CC - Consulting Services PF	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2972.ALL-06	5,722.65	Veterans POV Am3 May 2024	CC- Veterans Bridge	Y	Local	Ope
GDJ Engineering	2024-148	3,718.26	COLF Hike & Bike Proj June 2024	COLF Hike & Bike Trail Project	Y	Local	Restri
GDJ Engineering	2024-149	4,919.03	Los Fresnos Sidewalk Proj June 2024	COLF Side Walk	Y	Local	Restri
		<u>22,359.94</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Hamilton & Lucio, P.C.	53430	\$5,142.50	Tanker Explosion on SH550 Toll Road	Indirect	Y	Local	Tolls
PEDRO SEPULVEDA JR.	Travel PSJ 7.13.24	2,213.02	Travel Mexico City for CAAAREM Conference PSJ 7.13.24	Indirect	Y	Local	Tolls
Star Systems America, LLC	607	11,820.00	Zenith 1-part 100 x 24mm White Tag with H9 Chip, NTNR, 2-sid	Indirect	Y	Local	Tolls
		<u>19,175.52</u>					
	Operations	2,500.00					
	Interlocal Agree	22,359.94					
	Tolls	<u>19,175.52</u>					
	Total Transfer	<u>44,035.46</u>					

Reviewed by:

Monica R. Ibarra,  
AccountantMonica R. Ibarra 7.25.24Victor J. Barron,  
Chief Financial OfficerVictor Barron07/25/24Pete Sepulveda Jr.,  
Executive DirectorPJ8772679



**2-C    APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**Claims August 29, 2024**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2024-167	\$ 18,708.92	Stenger Rd TASA July 2024	Stenger Rd TASA	Y	Local	TRZ
Kapsch TrafficCom USA, Inc	486025SI00656	30,817.72	CO#11 Kapsch RTCS to HCTRA BOS Integration A-7 Final	Indirect	Y	Local	Bond Pro
R.R.P. Consulting Engineers, L.L.C.	TX2425.100-01	48,261.91	SH550 Maint Assess July 2024	SH 550	Y	Local	TRZ
Texas County District Retirement System	TCDRS Jul- Aug 2024	20,555.08	TCDRS July- August 2024	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62409	12,698.63	Employee Health Insurance Sept 2024	Indirect	Y	Local	Ope
TollPlus LLC	US2300211	72,048.00	CCRMA CO 14 FEB132024 CO#14 Completion of the Final Data Bac	Indirect	Y	Local	Bond Pro
Texas Windstorm Insurance Association	0012414614	9,732.00	Windstorm and Hail Insurance FY2024	Indirect	Y	Local	Ope
		<u>212,822.26</u>					

**Interlocal Agreement**

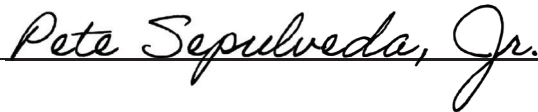
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2024-169	\$ 19,981.24	US 281 Connector July 2024	281 Connector	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.441-02	76,945.82	South Parallel Corridor Phase III July 2024	South Parallel Corridor	Y	Local	Ope
		<u>96,927.06</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Kapsch TrafficCom USA, Inc	486025SI	\$ 22,094.00	Toll System Maintenance Support July 2024	Indirect	Y	Local	Toll
Texas County District Retirement System	TCDRS Jul- Aug 2024	8,971.00	TCDRS July- August 2024	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62409	10,829.20	Employee Health Insurance Sept 2024	Indirect	Y	Local	Tolls
Texas Windstorm Insurance Association	0012414614	6,056.00	Windstorm and Hail Insurance FY2024	Indirect	Y	Local	Tolls
TollPlus LLC	US2300217	37,500.00	Change Order Fee-DRP MS#3 Go-Live Bridges- 5%	Indirect	Y	Local	Toll
TollPlus LLC	US23	16,799.45	Maintenance and Support July 2024	Indirect	Y	Local	Toll
		<u>102,249.65</u>					

Operations	\$ 212,822.26
Interlocal Agree	96,927.06
Tolls	<u>102,249.65</u>
Total Transfer	<u>\$ 411,998.97</u>

Reviewed by:

Victor J. Barron,  
Chief Financial OfficerPete Sepulveda Jr.,  
Executive Director

**2-D    CONSIDERATION AND APPROVAL TO AUTHORIZE CAMERON  
COUNTY REGIONAL MOBILITY STAFF TO ADVERTISE FOR  
REQUEST FOR PROPOSALS FOR BANK DEPOSITORY SERVICES.**

**M E M O R A N D U M**

**To: Board of Directors**

**From: Pete Sepulveda, Jr., Executive Director** *P 39*

**Date: August 29, 2024**

**Subj: Item 2D- Consideration and Approval to Authorize Cameron County Regional Mobility Staff to Advertise for Request for Proposals for Bank Depository Services.**

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CCRMA staff has determined the need to request proposals for Bank Depository Services, thus staff is requesting approval to advertise an RFP for the services.

**2-E      CONSIDERATION AND APPROVAL OF THE FISCAL YEAR 2024  
EXTERNAL AUDIT ENGAGEMENT LETTER WITH BURTON,  
MCCUMBER & LONGORIA, LLP.**

August 22, 2024

Board of Directors  
Cameron County Regional Mobility Authority  
3461 Carmen Ave.  
Rancho Viejo, Texas 78575

Dear members of the Board,

We are pleased to confirm our understanding of the services we are to provide the Cameron County Regional Mobility Authority (the "Authority"), a component unit for Cameron County, Texas for the year ended September 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the business-type activities including the disclosures, which collectively comprise the basic financial statements, of Cameron County Regional Mobility Authority as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Cameron County Regional Mobility Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Cameron County Regional Mobility Authority's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Changes in Employer's Net Pension Liability and Related Ratios
- 3) Schedule of Employer Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Cameron County Regional Mobility Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.



## Cameron County Regional Mobility Authority – Audit 2024

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

**Cameron County Regional Mobility Authority – Audit 2024**

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal controls.
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cameron County Regional Mobility Authority's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Cameron County Regional Mobility Authority's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Cameron County Regional Mobility Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

**Cameron County Regional Mobility Authority – Audit 2024**

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.



## Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to management; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Burton, McCumber & Longoria, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to U.S. Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton, McCumber & Longoria, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of **five years** after the report release date or for any additional period requested by the U.S. Department of Transportation. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ben Pena, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon being provided a completed and closed trial balance and schedule of expenditures of federal and state awards.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, **will not exceed \$33,500 for the financial statement audit, and if applicable, \$5,000 for the Uniform Guidance (Single Audit).** Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

**Cameron County Regional Mobility Authority – Audit 2024**

In the unlikely event that any differences concerning our services or fees should arise that are not resolved by mutual agreement, you and we agree that any controversy, dispute or claim (whether in tort, contract, statutory or otherwise) and/or disagreements concerning the breach hereof, or any other dispute or disagreement between the parties hereto, shall first be submitted to non-binding mediation administered by the American Arbitration Association under the Dispute Resolution Rules of Professional Accounting Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If not resolved in such mediation, thereafter settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by an arbitrator(s) sitting in Brownsville, Cameron County, Texas. Any award by an arbitrator(s) shall be binding in all parties to this Agreement. The cost of any mediation or arbitration proceedings shall be shared equally by both parties. Any liability resulting from any award as a result of mediation or arbitration shall be limited to a return of the fees paid for the services included in this engagement letter.

The Authority agrees to hold harmless and indemnify Burton McCumber & Longoria, L.L.P. from any and all claims against (or from) the Authority or other third parties which arise from the withholding or concealment of information or known misrepresentations made to Burton McCumber & Longoria, L.L.P. by the Authority's governance, management, employees or its representatives in connection with this engagement. The provisions of this paragraph shall apply regardless of the nature of the claim; including the negligence of any party.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Board of Directors of the Cameron County Regional Mobility Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. A copy of our peer review is included below as an attachment. In addition, a copy of our most recent peer review report can be obtained online at [www.aicpa.org](http://www.aicpa.org).

If any portion of this letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portion.

This engagement includes only those services specifically described in this letter. Costs and time spent in responding to or appearing before judicial proceedings, governmental organizations, or regulatory bodies, whether by request or subpoena, arising out of this engagement will be billed to you separately.

**Cameron County Regional Mobility Authority – Audit 2024**

We appreciate the opportunity to be of service to Cameron County Regional Mobility Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

BURTON, McCUMBER & LONGORIA, LLP



Ben Peña, CPA  
Audit Partner

BP/jd

**RESPONSE:**

This letter correctly sets forth the understanding of Cameron County Regional Mobility Authority.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



**2-F      CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 10 FOR THE  
VETERANS BRIDGE AT LOS TOMATES DAP PROJECT.**



**SpawGlass Contractors, Inc.**  
**3300 S. Expressway 77/83**  
**Brownsville TX 78520**

**OCO-10 - CHANGE ORDER**

**FINAL CHANGE ORDER**

**PROJECT:** Veterans International Bridge POV Expansion

**DATE:** 8/21/2024

**To:**

**RE:** OCO-10 - ASI-12 Package

**ATTN:** CRMA AND RRP CONSULTING ENGINEERS

**JOB:** 3022054

WE ARE SENDING:		SUBMITTED FOR:		ACTION TAKEN:	
<input type="checkbox"/>	Shop Drawings	<input checked="" type="checkbox"/>	Approval	<input type="checkbox"/>	Approved as Submitted
<input type="checkbox"/>	Letter	<input type="checkbox"/>	Your Use	<input type="checkbox"/>	Approved as Noted
<input type="checkbox"/>	Prints	<input type="checkbox"/>	As Requested	<input type="checkbox"/>	Returned After Loan
<input checked="" type="checkbox"/>	Change Order	<input type="checkbox"/>	Review and Comment	<input type="checkbox"/>	Resubmit
<input type="checkbox"/>	Plans	<b>SENT VIA:</b>		<input type="checkbox"/>	Submit
<input type="checkbox"/>	Samples			<input type="checkbox"/>	Returned
<input type="checkbox"/>	Specifications	<input type="checkbox"/>	Attached	<input type="checkbox"/>	Returned for Corrections
<input type="checkbox"/>	Other:			<input checked="" type="checkbox"/>	Due Date: 08/29/2024
<input type="checkbox"/>	Submittal:			<input type="checkbox"/>	Other:

Line	Item	Package	Code	Rev.	QTY	Date	Description	Status
------	------	---------	------	------	-----	------	-------------	--------

**REMARKS:**

**CC:**

**Signed:** Alejandro De La Garza  
Alejandro De La Garza

**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 10**

1. CONTRACTOR: SpawGlass Contractors

2. Change Order Work Limits: Sta. \_\_\_\_\_ to Sta. \_\_\_\_\_

3. Type of Change (on federal-aid non-exempt projects): MINOR (Major/Minor)

4. Describe the change and the reason for the change order. When necessary, include exceptions to this agreement.

Owner Change Order #010 consists of modifications of the electrified hardware that was modified on the TY-Sheets, as well as the Fiber Run required per RFI-186 & RFI-204 for the BAS Network Connectivity. This also includes a credit for going with Option A on RFI-173. Lastly, this change order includes the final reconciliations for all that were not completed throughout the project.

**CCSJ:** 0921-06-313

**Project:** Veteran's POV Expansion

**Highway:** Los Tomates - POE

**County:** Cameron

**District:** Pharr

**Contract Number:** 2022-VETS-1

5. New or revised plan sheet(s) are attached and numbered: TY-101 & TY-602

Each signatory hereby warrants that each has the authority to execute this Change Order.

<p>By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.</p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this C.O.: <u>0</u></p> <p>Amt. added by this change order: <u>\$0.00</u></p>
<p>THE CONTRACTOR Date <u>8/22/2024</u></p> <p>By <u><i>Carol Cadengo</i></u></p> <p>Typed/Printed Name <u>Carolina Cadengo</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p><b>For TxDOT use only:</b></p> <p>Days participating: _____</p> <p>Amount participating: _____</p> <p>Signature _____ Date _____</p> <p>Name/Title _____</p>

**RECOMMENDED FOR EXECUTION:**

*Phillip Pawelek* 8-22-24  
Name/Title Project Manager Date

Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
☐ APPROVED ☐ REQUEST APPROVAL

\_\_\_\_\_  
Name/Title \_\_\_\_\_ Date \_\_\_\_\_

Name/Title \_\_\_\_\_ Date \_\_\_\_\_  
☐ APPROVED

Engineer's Seal:



*Phillip J. Pawelek, P.E.*  
8-22-24



## FINAL CHANGE ORDER

August 22, 2024

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

Project #: CSJ-0921-06-313  
Project Name: Veteran's International Bridge Project – POV Expansion  
RE: OCO-010 – Final Reconciliation Change Order

Dear Phillip,

We have completed our proposal for the Veteran's International Bridge Project POV Expansion. This proposal includes all additional scope of work that has been changed/modified into the overall construction documentations of the project that include ASI-12, RFIs that were answered that have an impact on cost, and the final reconciliation of the pay application schedule of values.

This proposal will result in a total contract extension in the amount of **0\*** days and net **add** in the amount of **\$0.00** see below:

TOTAL ADDS	<b>\$14,217.00</b>
TOTAL CREDITS	<b><u>\$(14,217.00)</u></b>
NET ADD	<b>\$0.00</b>

\*The attached project schedule shows the proposed final completion date of 9/19/2024. The original completion date was impacted by the completion of the installation of the POTS line. SpawGlass will attempt to complete the remaining project scope by the contractual finish date of 9/12/2024. This change order was negotiated without any additional costs for supervision, general conditions, or general requirements on the condition that no additional liquidated damages will be applied to this contract if the scope cannot be completed by 9/12/2024.

This proposal includes the following reports:

- Table 1.1 – COST OF WORK BY TYPE OF DOCUMENTATION
- Table 1.2 – COST OF WORK BY BID ITEM
- Table 1.3 – COST OF WORK BY SUBCONTRACTOR

**Table 1.1 – COST OF WORK BY TYPE OF DOCUMENTATION** – This report describes the total sum of the cost of work per document that had a cost impact.

ASI/RFI/Submittal	DESCRIPTION	ESTIMATED SUBTOTAL
ASI-12	Card Readers at TY-Sheets	\$6,657.00
RFI-186 & RFI-204	Fiber Run for BAS Network Connectivity	\$7,650.00
RFI-186 & RFI-204	Credit for Fiber Run for BAS Network Connectivity	(\$210.00)
RFI-173	Credit for Service Pole Lights	(\$2,601.00)

164-6042	164-6042 DRILL SEEDING (TEMP)(WARM) (OCO-10)	(\$2,320.29)
275-6001	275-6001 CEMENT (OCO-10)	(\$1,917.19)
275-6011	275-6011 CEMENT TREAT (EXIST MATL)(8") (OCO-10)	(\$1,584.55)
476-5001	476-5001 JACK BOR OR TUN PIPE (4") (PVC) (SCH80) (OCO-10)	(\$1,038.90)
476-5002	476-5002 JACK BOR OR TUN PIPE (12") (PVC) (SCH80) (OCO-10)	(\$1,385.25)
506-6038	506-6038 TEMP SEDMT CONT FENCE (INSTALL) (OCO-10)	(\$868.56)
SpawGlass Credit	SPAWGLASS CREDIT PROVIDED FOR CAT6	(\$2,291.26)
	GRAND TOTAL	<b>\$0.00</b>

**Table 1.2 – COST OF WORK BY BID ITEM** – This report describes the total sum of the cost of work per bid item code.

BID ITEM	DESCRIPTION	ESTIMATED SUBTOTAL
9000-5004	HEAD HOUSE	\$9,114.74
164-6042	164-6042 DRILL SEEDING (TEMP)(WARM)	(\$2,320.29)
275-6001	275-6001 CEMENT	(\$1,917.19)
275-6011	275-6011 CEMENT TREAT (EXIST MATL)(8")	(\$1,584.55)
476-5001	476-5001 JACK BOR OR TUN PIPE (4") (PVC) (SCH80)	(\$1,038.90)
476-5002	476-5002 JACK BOR OR TUN PIPE (12") (PVC) (SCH80)	(\$1,385.25)
506-6038	506-6038 TEMP SEDMT CONT FENCE (INSTALL)	(\$868.56)
	GRAND TOTAL	<b>\$0.00</b>

**Table 1.3 – COST OF WORK BY SUBCONTRACTOR** – This report describes the total sum of the cost of work per Subcontractor.

SUBCONTRACTOR	SUBTOTAL
CAHS	\$7,350.00
METRO ELECTRIC	\$4,056.00
D&J SITE CONSTRUCTION	(\$2,844.60)
RM WALSDORF	(\$2,100.00)
SOUTHERN LANDSCAPE	(\$2,762.00)

SPAWGLASS	(\$3,699.40)
<b>GRAND TOTAL</b>	<b>\$0.00</b>

**DBE GOAL SUMMARY** – These changes will result in an increase to the original DBE goal. The original DBE Goal percentage was 5.18% equal to \$767,907.68 in DBE Goal Dollars.

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

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

### Assumptions and Clarifications

1. **This change proposal is valid up until 8/29/2024.** To commence the work, a formal written notice to proceed is required. Surpassing the deadline date, SpawGlass will necessitate a revision to the proposal document, which may result in additional General Requirements & General Conditions if deemed necessary.
2. This change order does not include any open RFIs with a potential cost impact. Once pricing is provided for RFIs with a cost impact, SpawGlass will submit to the owner.
3. The owner and design team acknowledge all exclusions listed in the pivot table, subcontractor proposals, and overall, within Owner Change Order 10.
4. With approval of this change order, retainage for original base bid scope work can be billed out prior to completion of the work associated with this change order.
5. This change proposal is based on reasonable assumptions and incorporates only certain costs and expenses that we expect will be incurred in construction of the work. We have not included the additional staff or costs that would be necessary to manage or avoid all contingencies, potential problems and issues that could arise.
6. Sales tax and remodel tax is excluded. Owner to provide tax exemption certificate to Contractor.
7. Pricing is subject to submittal approvals. GC reserves the right to resubmit for compensation if proposed products are not approved.
  - a. SPAWGLASS (SG) PROVIDE LIST OF PENDING SUBMITTALS AND PRICING

8. Lead times for submittals, fabrication and delivery are approximate only. SpawGlass reserves the right to resubmit [a product selection] for approval if a lead time changes upon execution of purchase order agreement.
9. Any product that has been added or altered is subject to compliance with Buy America Act 23CFR635.410 and Buy American Act GSA-PB100.
10. Excludes compliance with special provision "Important-notice to contractors" (GSA access-Piv card requirements) as long as the contractor is working within the established limits of the temporary screen fencing. Any contractor required to work outside of this area is required to comply with GSA access-Piv Requirements.
11. Includes compliance with CCRMA prevailing wage rates 2022 version per RFI #26 for lump sum scope of work.
12. Includes compliance with TXDOT prevailing wage rates included in the bid documents for all TXDOT scope of work.
13. Does not include any LEED requirements, all products required to be LEED should be designed in the contract drawings.
14. Includes General Contractor bond cost per the allowable markups in the general supplementary conditions.
15. SpawGlass reserves the right to execute joint check agreements as required.
  - a. SPAWGLASS TO SUBMIT REQUEST FOR APPROVAL PRIOR TO START OF WORK OR ACCEPTANCE OF MATERIALS
16. All purchase order agreements exclude retainage.
17. All subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following special provisions in our general supplementary conditions.
  - a. SPAWGLASS TO SUBMIT SUBCONTRACTOR APPROVAL FORMS FOR ALL NEW SUBCONTRACTORS TO INCLUDE TIER SUBCONTRACTORS PRIOR TO START OF WORK
18. Special Provision; "Certification of Nondiscrimination in Employment" Special Provision "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246).
19. Special Provision "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246). Form FHWA 1273 "Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to



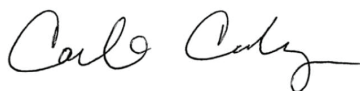
subcontracts and purchase orders of \$10,000 or more). Special Provision Disadvantaged Business Enterprise in Federal-Aid Contracts

20. This change order is based on our reaching mutually acceptable contract terms.

21. All email directives and sketches pricing are not final until a formal ASI is issued to SpawGlass and allowed to price out to subcontractors to ensure that no items are missing from the proposal.

We anticipate concluding this change order with your team and are available to address any inquiries you may have. Please feel free to reach out to me at your earliest convenience.

Thank you,

A handwritten signature in black ink, appearing to read 'Carla Cadengo', with a stylized, flowing script.

Carolina Cadengo  
Project Manager / Employee Owner  
SpawGlass Contractors

FINAL CHANGE ORDER

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

STATUSES:  
PRICING ONLY  
COMPLETED  
PRICING / NEEDS INFORMATION  
PROCEEDING

GRAND TOTAL	\$	0.00
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NO.	SCHEDULE OF VALUES	DESCRIPTION	SHEET #	STATUS	SUBCONTRACTOR	INCLUSIONS	TYPE	Qty	Unit	\$/Unit	Cost	MARKUP	SUBTOTAL	Sum of TOTAL	NOTES					
1	9000-5004	EMAIL DIRECTIVE FOR CARD READER AT VIOLATORS AREA (OCO-10)	EMAIL DIRECTIVE (TY-101)	PRICING ONLY	METRO ELECTRIC	PER EMAIL DIRECTIVE FROM SIPA, INSTALLATION OF (3) CARD READERS ON THE INTERIOR OF THE VIOLATOR ROOMS AS WELL AS DISABLING THE REX	SU	1.00	LS	\$	6,340.00	\$	6,340.00	\$	317.00	\$	6,657.00	\$	6,657.00	
2													SUBTOTAL			\$	6,657.00			
3	9000-5004	FIBER RUN FOR BAS TIE-IN (OCO-10)	RFI-186 & RFI-204	PRICING ONLY	CAHS	PROCURE AND INSTALL A 6-STRAND SINGLEMODE FIBER FROM THE ADMIN BLDG TO THE NEW HEADHOUSE.	SU	1.00	LS	\$	7,200.00	\$	7,200.00	\$	360.00	\$	7,560.00	\$	7,560.00	
4													SUBTOTAL			\$	7,560.00			
5	9000-5004	FIBER RUN FOR BAS TIE-IN (CREDIT) (OCO-10)	RFI-186 & RFI-204	PRICING ONLY	CAHS	CREDIT PROVIDED FOR NOT USING CAT6	SU	1.00	LS	\$	(200.00)	\$	(200.00)	\$	(10.00)	\$	(210.00)	\$	(210.00)	
6													SUBTOTAL			\$	(210.00)			
7	9000-5004	CREDIT FOR SERVICE POLE LIGHTS (OCO-10)	RFI-173	PRICING ONLY	METRO ELECTRIC	CREDIT TO OWNER FOR GOING WITH OPTION A FOR THE LIGHT SERVICE POLES PER THE RESPONSE ON RFI-173	SU	1.00	LS	\$	(2,477.14)	\$	(2,477.14)	\$	(123.86)	\$	(2,601.00)	\$	(2,601.00)	
8													SUBTOTAL			\$	(2,601.00)			
9	164-6042	164-6042 DRILL SEEDING (TEMP/WARM) (OCO-10)		PRICING ONLY	SOUTHERN LANDSCAPE/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	1.34	AC	\$	(1,731.56)	\$	(2,320.29)	\$	-	\$	(2,320.29)	\$	(2,320.29)	
10													SUBTOTAL			\$	(2,320.29)			
11	275-6001	275-6001 CEMENT (OCO-10)		PRICING ONLY	DA&L/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	5.19	TON	\$	(369.40)	\$	(1,917.19)	\$	-	\$	(1,917.19)	\$	(1,917.19)	
12													SUBTOTAL			\$	(1,917.19)			
13	275-6011	275-6011 CEMENT TREAT (EXIST MATU) (8") (OCO-10)		PRICING ONLY	DA&L/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	98.72	SY	\$	(16.05)	\$	(1,584.55)	\$	-	\$	(1,584.55)	\$	(1,584.55)	
14													SUBTOTAL			\$	(1,584.55)			
15	476-5001	476-5001 JACK BOR OR TUN PIPE (4") (PVC) (SCH80) (OCO-10)		PRICING ONLY	RM WALSDORF/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	10.00	LF	\$	(103.89)	\$	(1,038.90)	\$	-	\$	(1,038.90)	\$	(1,038.90)	
16													SUBTOTAL			\$	(1,038.90)			
17	476-5003	476-5002 JACK BOR OR TUN PIPE (12") (PVC) (SCH80) (OCO-10)		PRICING ONLY	RM WALSDORF/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	5.00	LF	\$	(277.05)	\$	(1,385.25)	\$	-	\$	(1,385.25)	\$	(1,385.25)	
18													SUBTOTAL			\$	(1,385.25)			
19	506-6038	506-6038 TEMP SEAMT CONT FENCE (INSTALL) (OCO-10)		PRICING ONLY	SOUTHERN LANDSCAPE/SPAWGLASS	CREDIT TO OWNER FOR TXDOT ITEMS THAT RESULTED IN AN UNDERRUN	TXDOT	188.00	LF	\$	(4.62)	\$	(868.56)	\$	-	\$	(868.56)	\$	(868.56)	
20													SUBTOTAL			\$	(868.56)			
20	9000-5004	SPAWGLASS CREDIT		PRICING ONLY	SPAWGLASS	SPAWGLASS CREDIT PROVIDED FOR CAT6	SU	1.00	LS	\$	(2,182.15)	\$	(2,182.15)	\$	(109.11)	\$	(2,291.26)	\$	(2,291.26)	
21													SUBTOTAL			\$	(2,291.26)			
22													SUBTOTAL COST OF WORK			\$	0.00			
													GRAND TOTAL			\$	0.00			

FINAL CHANGE ORDER

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER : 10

Estimated Cost: \$ 0.00

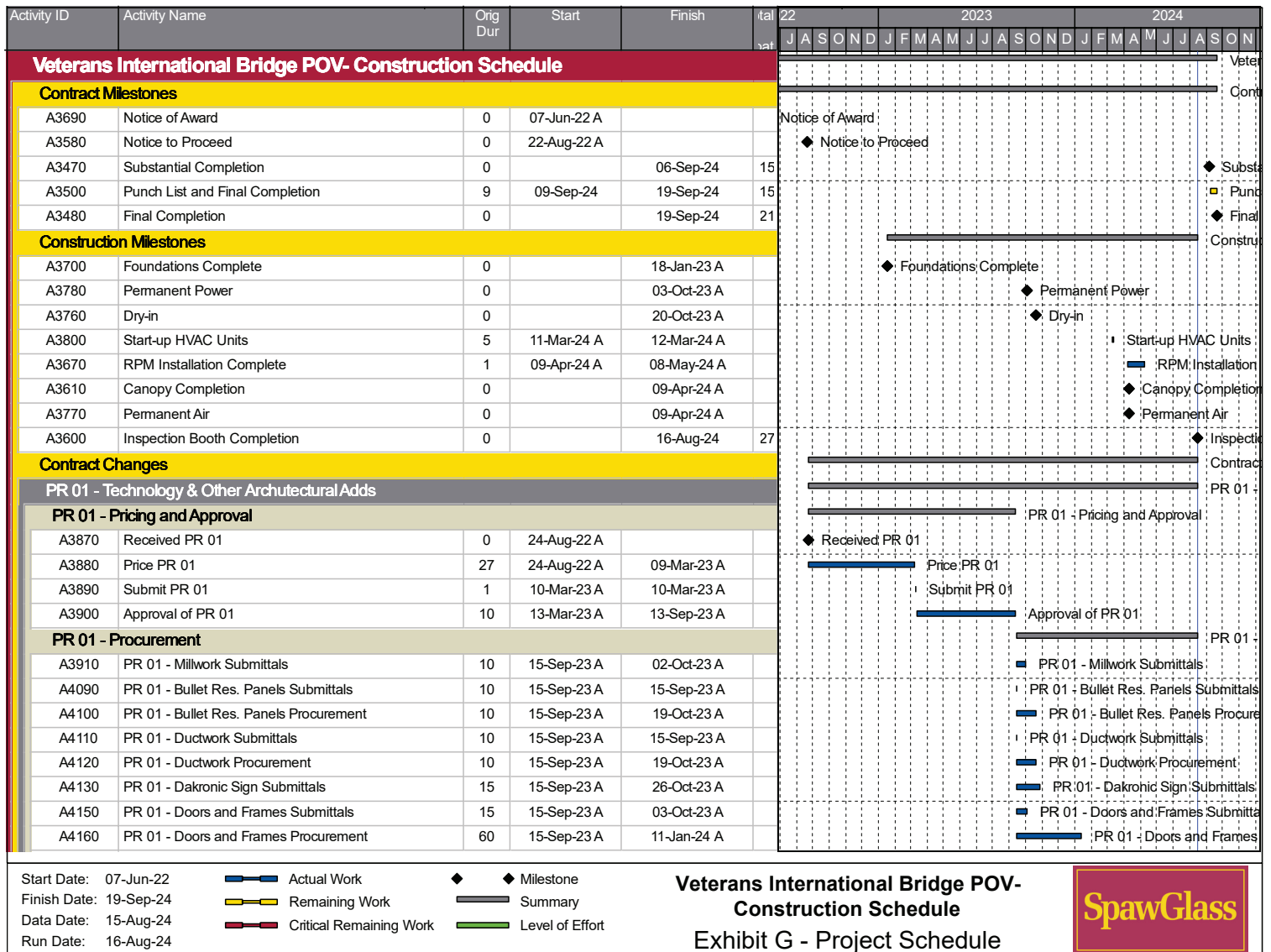
CCSJ: 0921-06-313  
Paid by Invoice? (YES\_\_NO\_\_)

Table A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE	EQUIPMENT	HOURLY RATE

TABLE B: Contact items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Original + Previously		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
9000-5004-136	EMAIL DIRECTIVE FOR CARD READER AT VIOLATORS AREA (OCO-10)	LS	\$ 6,657.00	0	\$ -	1	\$ 6,657.00	\$ 6,657.00
9000-5004-137	FIBER RUN FOR BAS TIE-IN (OCO-10)	LS	\$ 7,560.00	0	\$ -	1	\$ 7,560.00	\$ 7,560.00
9000-5004-138	FIBER RUN FOR BAS TIE-IN (CREDIT) (OCO-10)	LS	\$ (210.00)	1	\$ (210.00)	0	\$ -	\$ (210.00)
9000-5004-139	CREDIT FOR SERVICE POLE LIGHTS (OCO-10)	LS	\$ (2,601.00)	1	\$ (2,601.00)	0	\$ -	\$ (2,601.00)
9000-5004-140	SPAWGLASS CREDIT PROVIDED FOR CAT6	LS	\$ (2,291.26)	1	\$ (2,291.26)	0	\$ -	\$ (2,291.26)
164-6042-1	164-6042 DRILL SEEDING (TEMP)(WARM) (OCO-10)	TXDOT	\$ (1,731.56)	1.34	\$ (2,320.29)	0	\$ -	\$ (2,320.29)
275-6001-1	275-6001 CEMENT (OCO-10)	TXDOT	\$ (369.40)	5.19	\$ (1,917.19)	0	\$ -	\$ (1,917.19)
275-6011-1	275-6011 CEMENT TREAT (EXIST MATL)(8") (OCO-10)	TXDOT	\$ (16.05)	98.72	\$ (1,584.55)	0	\$ -	\$ (1,584.55)
476-5001-1	476-5001 JACK BOR OR TUN PIPE (4") (PVC) (SCH80) (OCO-10)	TXDOT	\$ (103.89)	10	\$ (1,038.90)	0	\$ -	\$ (1,038.90)
476-5002-1	476-5002 JACK BOR OR TUN PIPE (12") (PVC) (SCH80) (OCO-10)	TXDOT	\$ (277.05)	5	\$ (1,385.25)	0	\$ -	\$ (1,385.25)
506-6038-1	506-6038 TEMP SEDMT CONT FENCE (INSTALL) (OCO-10)	TXDOT	\$ (4.62)	188	\$ (868.56)	0	\$ -	\$ (868.56)
The Totals from Table B of the Previous work sheet:					\$ (14,217.00)		\$ 14,217.00	\$ 0.00
TOTALS								



Activity ID	Activity Name	Orig Dur	Start	Finish	Actual
A3920	PR 01 - Millwork Procurement	60	23-Oct-23 A	26-Jan-24 A	
A4140	PR 01 - Daktronic Sign Procurement	15	25-Jan-24 A	25-Mar-24 A	
A3930	PR 01 - Technology Submittals(Removed from Scope)	0	15-Aug-24	15-Aug-24	40
A3940	PR 01 - Technology Procurement (Removed from Sco	0	15-Aug-24	15-Aug-24	40
<b>Procurement</b>					
<b>PR 01 - Technology</b>					
<b>OCO 7</b>					
A4210	Approval OCO 7	25	26-Jan-24 A	28-Feb-24 A	
A4230	Early OCO 7 Approval	1	09-Feb-24 A	09-Feb-24 A	
A4250	Buy Out KOBO	25	09-Feb-24 A	12-Mar-24 A	
A4270	KOBO to Contract PNNL	30	04-Mar-24 A	01-Apr-24 A	
A4260	KOBO MOB and Install	15	02-Apr-24 A	09-Apr-24 A	
A4280	PNNL Commissioning of new Lanes 5-8	17	15-Aug-24	09-Sep-24	23
<b>OCO 8</b>					
A4220	Approval OCO 8	15	26-Jan-24 A	28-Feb-24 A	
A4240	Early OCO 8 Approval	1	09-Feb-24 A	09-Feb-24 A	
A4290	Fiber Submittles	5	09-Feb-24 A	12-Mar-24 A	
A4370	RFI 154 Added Conduit @ Booths	5	11-Mar-24 A	18-Mar-24 A	
A4410	SS Tables	30	11-Mar-24 A	14-May-24 A	
A4300	Fiber Procurment	15	12-Mar-24 A	08-Apr-24 A	
A4360	RFI 161 Added Circuit Breaker SPDs	10	12-Mar-24 A	25-Mar-24 A	
A4380	RFI 110 Added Circuit (Follow Up)	5	12-Mar-24 A	18-Mar-24 A	
A4390	RFI 137 Command Center TV and Brackets	10	12-Mar-24 A	24-Apr-24 A	
A4400	Added Micro Scope	15	12-Mar-24 A	01-Apr-24 A	
A4420	Changes to FF&E	26	12-Mar-24 A	24-Apr-24 A	
A4450	Added Irrigation System	20	26-Mar-24 A	05-Apr-24 A	
A4430	Repair 2 Columns	10	04-Apr-24 A	09-Apr-24 A	
A4310	Fiber Head House to Admin	10	08-Apr-24 A	23-Apr-24 A	
A4350	RFI 40 Added 3 Traffic Rated Boxes	5	08-Apr-24 A	24-Apr-24 A	
A4320	Fiber Booth 4 to Head House	10	18-Apr-24 A	01-May-24 A	
A4330	Fiber Daktronic Signs to Booths 4&5	10	18-Apr-24 A	01-May-24 A	
A4440	ASI 8 Cross Walk Stripping	22	18-Apr-24 A	17-May-24 A	

Start Date: 07-Jun-22      Actual Work      Milestone  
 Finish Date: 19-Sep-24      Remaining Work      Summary  
 Data Date: 15-Aug-24      Critical Remaining Work      Level of Effort  
 Run Date: 16-Aug-24

### Veterans International Bridge POV-

### Construction Schedule

### Exhibit G - Project Schedule

Activity ID	Activity Name	Orig Dur	Start	Finish	Ital
A4340	RFI 162 Relocate Gun Locker	2	15-Aug-24	16-Aug-24	29
<b>OCO 9</b>					
A4460	OCO 9 Approval	1	07-Jun-24 A	07-Jun-24 A	
A4480	Millwork Mods for Passport Controls	2	07-Jun-24 A	10-Jun-24 A	
A4520	Secondary Existing Camera New Conduit	7	07-Jun-24 A	16-Jul-24 A	
A4710	OCO 9	15	07-Jun-24 A	27-Jun-24 A	
A4580	Pots Line Procuremnt	14	24-Jun-24 A	15-Jul-24 A	
A4470	ASI 9 Door 101.3 Access Control	5	01-Jul-24 A	16-Jul-24 A	
A4510	Brick Demo/Install & Water Proofing	5	01-Jul-24 A	16-Jul-24 A	
A4570	IF-PX Mixer NEMA Boxes Install	15	01-Jul-24 A	30-Jul-24 A	
A4600	RN-2 Install	5	01-Jul-24 A	09-Jul-24 A	
A4610	Remove 5 Key Pads	3	01-Jul-24 A	03-Jul-24 A	
A4630	Booth 4&5 Equipment Procurement OFCI	14	01-Jul-24 A	29-Jul-24 A	
A4660	New Conduit for Existing Booths 1-4	5	01-Jul-24 A	16-Jul-24 A	
A4690	Toilet Flush Valve Procurement	20	01-Jul-24 A	30-Jul-24 A	
A4700	Toilet Flush Valve Install	2	01-Jul-24 A	02-Jul-24 A	
A4590	IN USE Fixture Procurement	5	01-Jul-24 A	16-Jul-24 A	
A4490	IF-PX Mixers Install	14	10-Jul-24 A	29-Jul-24 A	
A4530	Secondary Existing Camera Old Conduit Demo	7	10-Jul-24 A	18-Jul-24 A	
A4540	CAVSS Commissioning Existing Cameras	15	10-Jul-24 A	30-Jul-24 A	
A4620	Dry Wall Repair	3	10-Jul-24 A	12-Jul-24 A	
A4640	Booth 4&5 Equipment Install	5	10-Jul-24 A	16-Jul-24 A	
A4670	Cat-6 Cableing for Existing Booths 1-4	5	10-Jul-24 A	16-Jul-24 A	
A4720	IN USE Fixtures Install	5	10-Jul-24 A	16-Jul-24 A	
A4500	ASI 10 Pots Lines	5	16-Jul-24 A	15-Aug-24	20
A4680	Secondary Existing Camera Cabling	5	17-Jul-24 A	23-Jul-24 A	
A3850	Go Live New Lanes	2	30-Jul-24 A	31-Jul-24 A	
A4650	Ceiling Tile Repair	5	07-Aug-24 A	21-Aug-24	26
A4550	Technogly Switch Over to New Head House	1	07-Aug-24 A	07-Aug-24 A	
A4560	CPB Move in to New Head House	1	15-Aug-24 A	15-Aug-24	22
<b>Head House Demo</b>					
A3460	Owner Move Out and Equipment	3	15-Aug-24 A	20-Aug-24	22

Start Date: 07-Jun-22      Actual Work      Milestone      Finish Date: 19-Sep-24      Remaining Work      Summary      Data Date: 15-Aug-24      Critical Remaining Work      Level of Effort      Run Date: 16-Aug-24

### Veterans International Bridge POV- Construction Schedule

### Exhibit G - Project Schedule

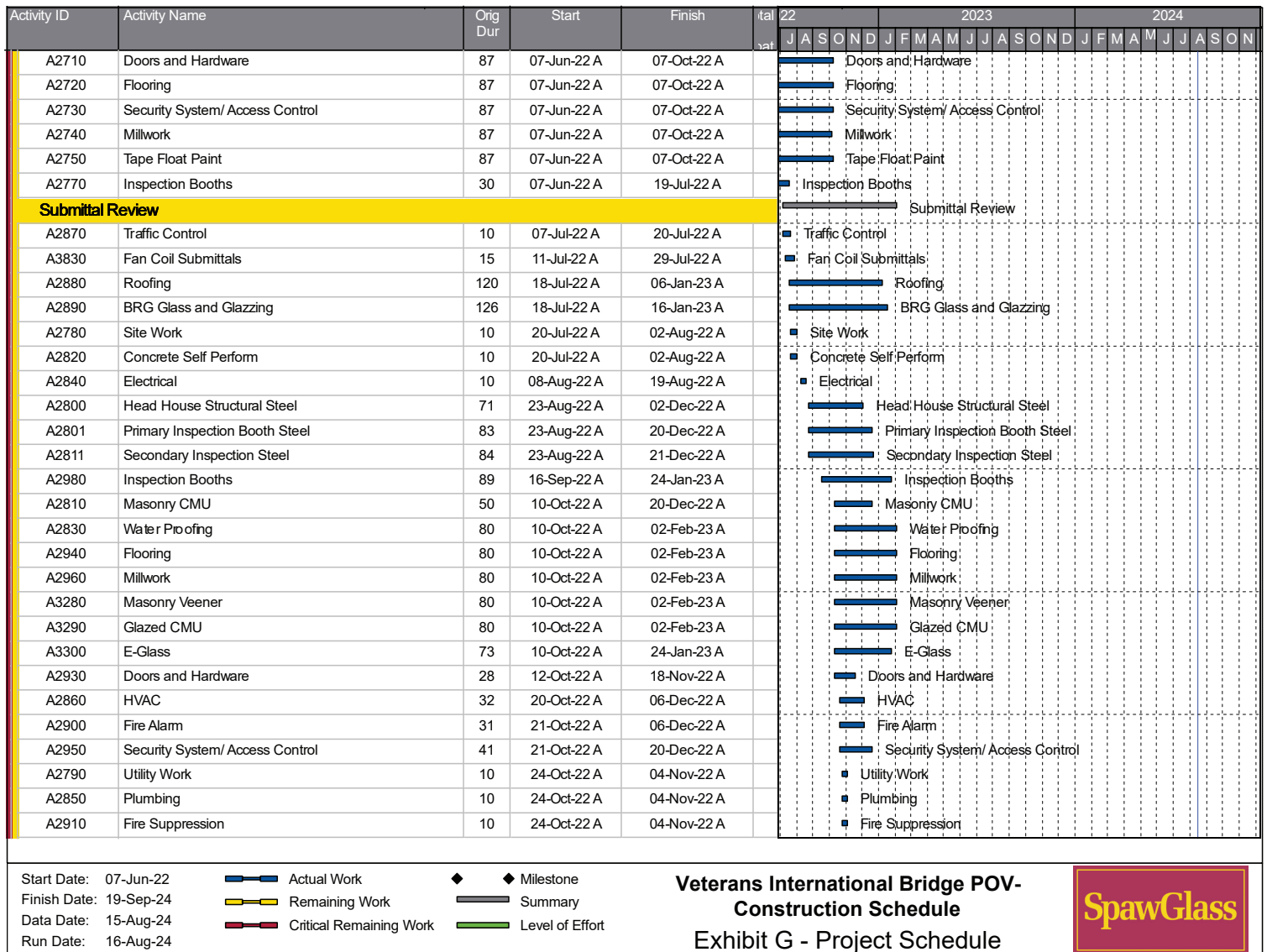
Activity ID	Activity Name	Ong Dur	Start	Finish	Est Duration
A3590	Disconnect Electrical and Plumbing to Head House	3	21-Aug-24	23-Aug-24	22
A1100	Existing HEAD House Demo (Phase 5)	5	29-Aug-24	05-Sep-24	19
A3540	Head House Demo Punch List	5	06-Sep-24	12-Sep-24	19
A3490	Substantial Completion Head House Demo	1	13-Sep-24	13-Sep-24	19
<b>Commissioning &amp; Close Outs</b>					
A3520	Close Out Documents	4	08-Jan-24 A	27-Aug-24	19
A3750	Commissioning Electrical	15	05-Feb-24 A	10-May-24 A	
A3560	Final & Fire Marshall Inspections	2	07-Feb-24 A	08-Feb-24 A	
A3730	Technology Commissioning & Close Outs	15	12-Feb-24 A	01-Mar-24 A	
A3740	Commissioning HVAC	15	19-Feb-24 A	08-Mar-24 A	
A3710	Start-up and Testing	15	26-Feb-24 A	01-May-24 A	
A3510	Pre-Substantial Completion Arch. Admin Procedures	29	18-Mar-24 A	22-Aug-24	15
A3530	Punch List	10	08-Apr-24 A	11-Sep-24	19
A3790	Owner FF&E	5	18-Apr-24 A	19-Aug-24	37
A3680	Final Inspections	1	22-Aug-24	22-Aug-24	15
A4190	Substantial Completion	0		06-Sep-24	15
<b>Buy Out</b>					
A2560	Site Work	30	07-Jun-22 A	19-Jul-22 A	
A2570	Utility Work	87	07-Jun-22 A	07-Oct-22 A	
A2580	Structural Steel	25	07-Jun-22 A	12-Jul-22 A	
A2590	Masonry	87	07-Jun-22 A	07-Oct-22 A	
A2600	Concrete Self Perform	30	07-Jun-22 A	19-Jul-22 A	
A2610	Water Proofing	87	07-Jun-22 A	07-Oct-22 A	
A2620	Electrical	43	07-Jun-22 A	05-Aug-22 A	
A2630	Plumbing	87	07-Jun-22 A	07-Oct-22 A	
A2640	HVAC	87	07-Jun-22 A	07-Oct-22 A	
A2650	Traffic Control	21	07-Jun-22 A	06-Jul-22 A	
A2660	Roofing	30	07-Jun-22 A	19-Jul-22 A	
A2670	Glass and Glazing	30	07-Jun-22 A	19-Jul-22 A	
A2680	Fire Alarm	87	07-Jun-22 A	07-Oct-22 A	
A2690	Fire Suppression	87	07-Jun-22 A	07-Oct-22 A	
A2700	Framing Drywall	87	07-Jun-22 A	07-Oct-22 A	

Start Date: 07-Jun-22      Actual Work      Milestone  
 Finish Date: 19-Sep-24      Remaining Work      Summary  
 Data Date: 15-Aug-24      Critical Remaining Work      Level of Effort  
 Run Date: 16-Aug-24

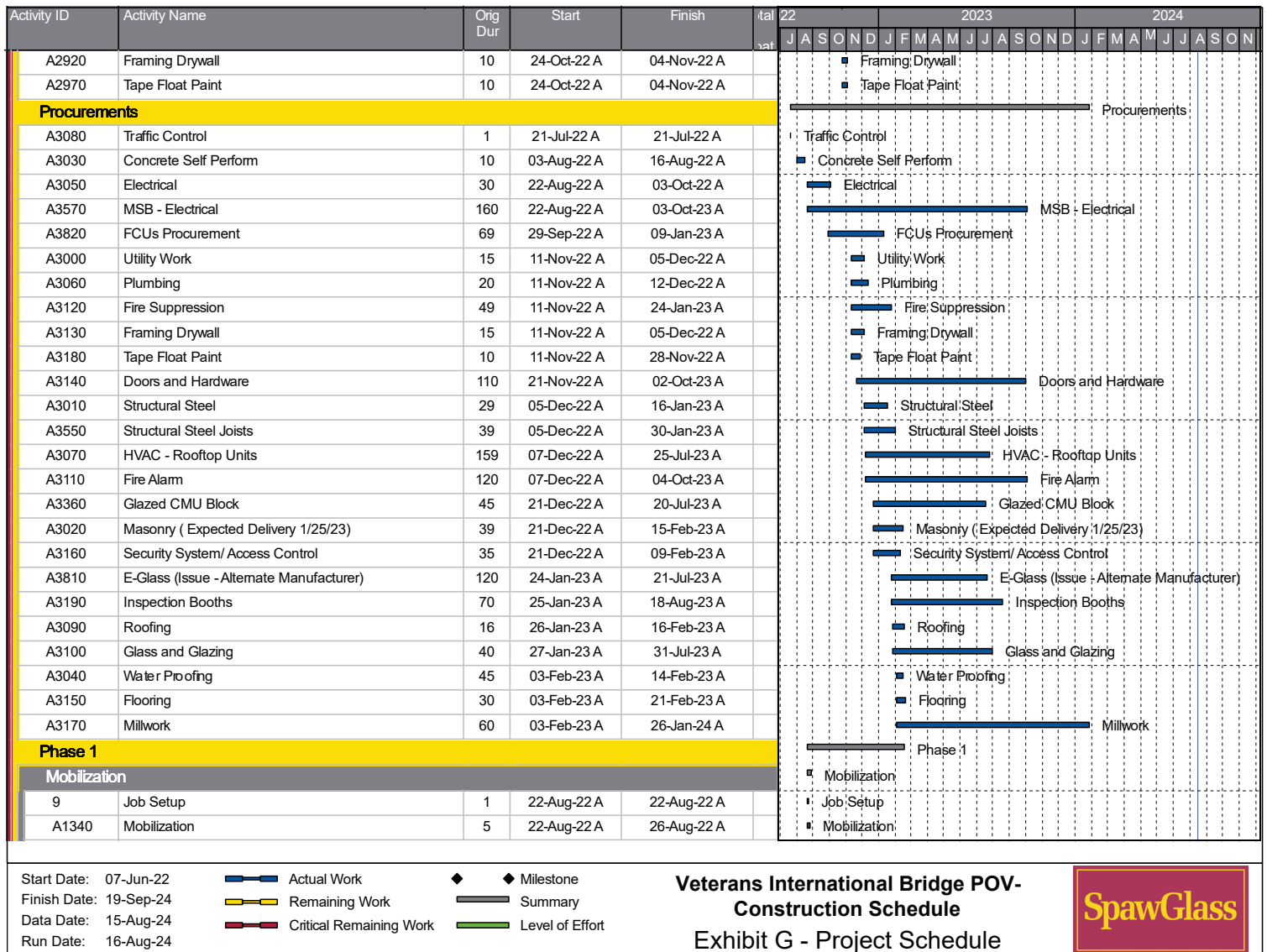
### Veterans International Bridge POV- Construction Schedule

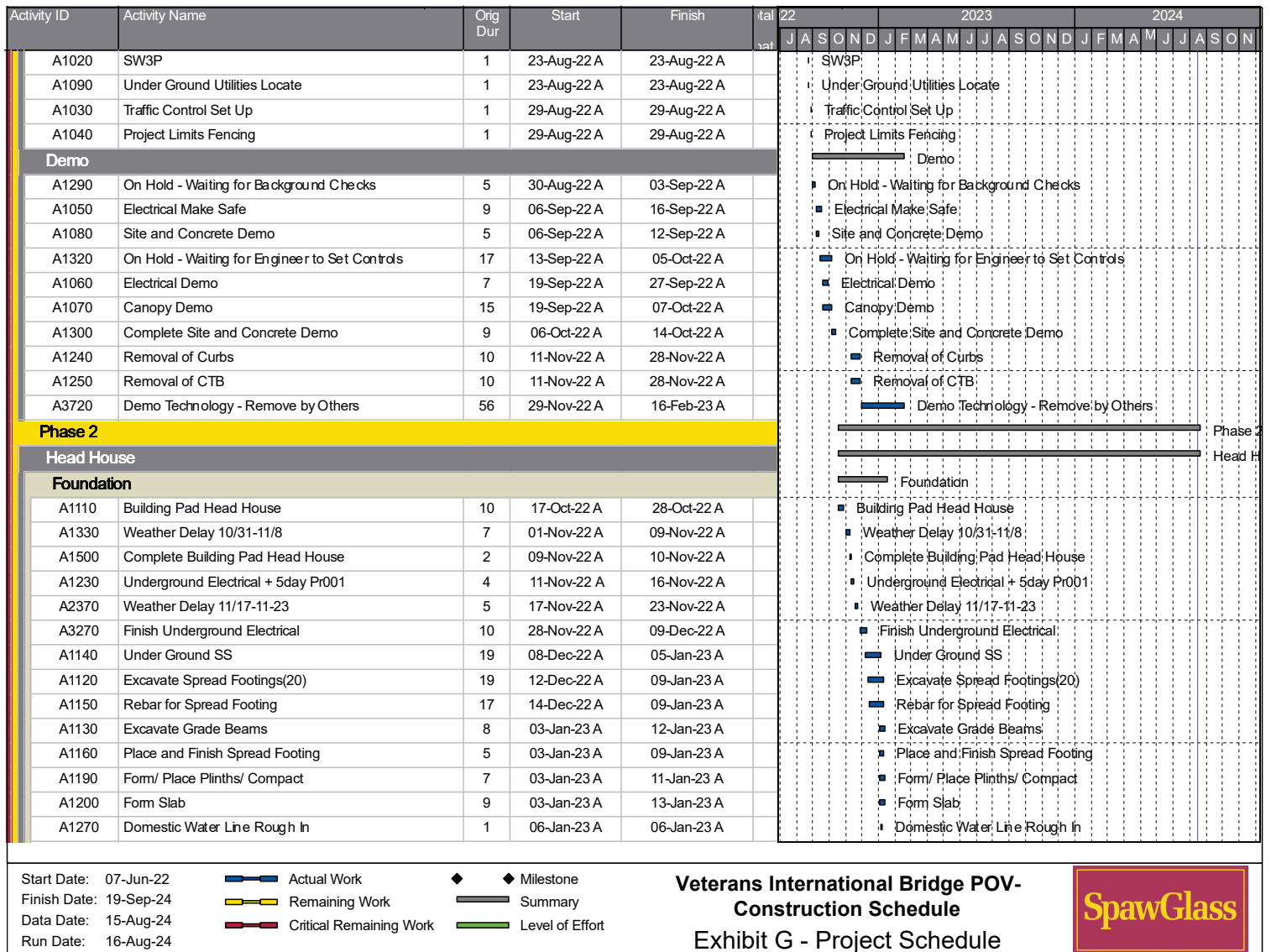
### Exhibit G - Project Schedule

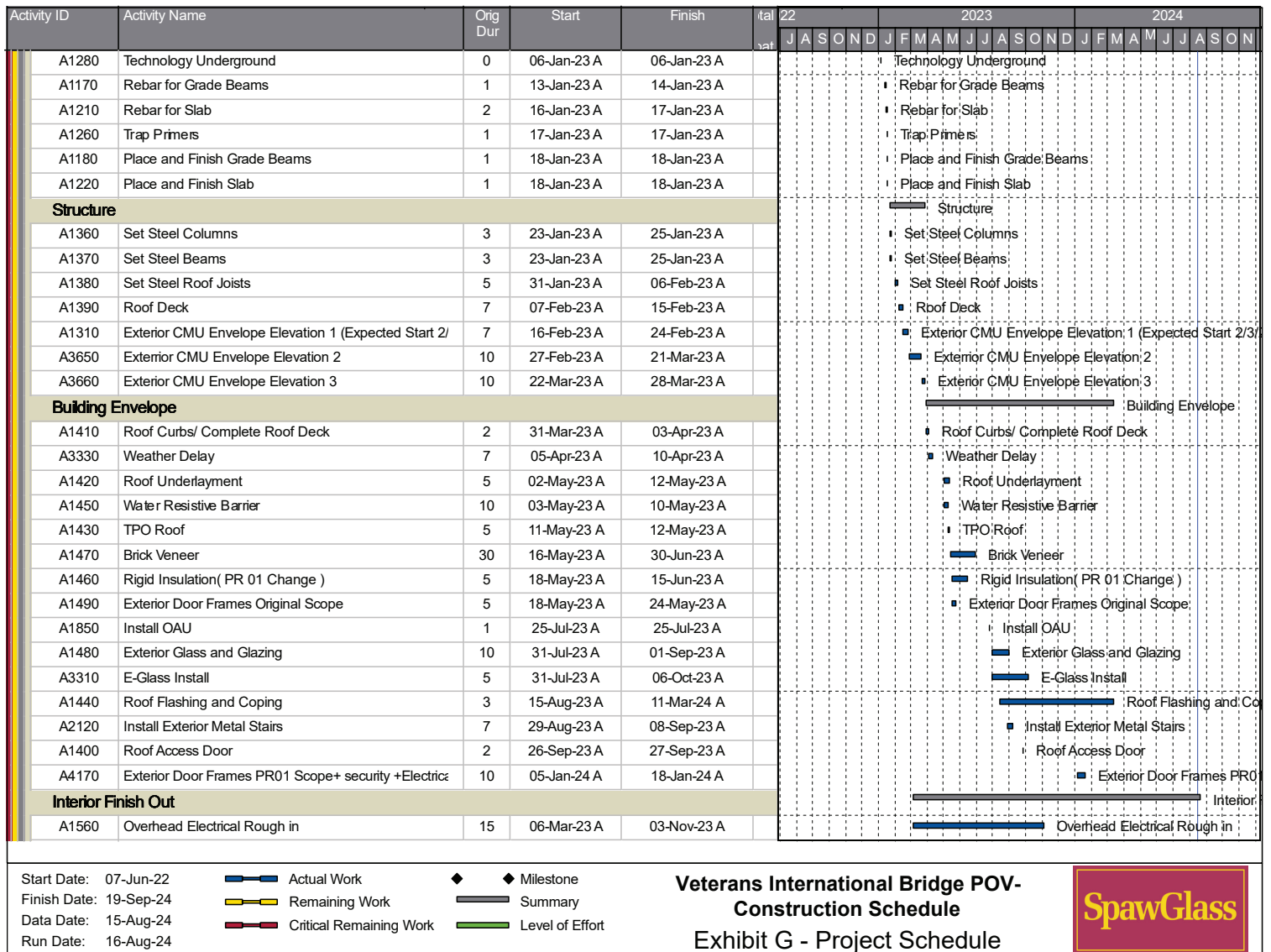
SpawGlass

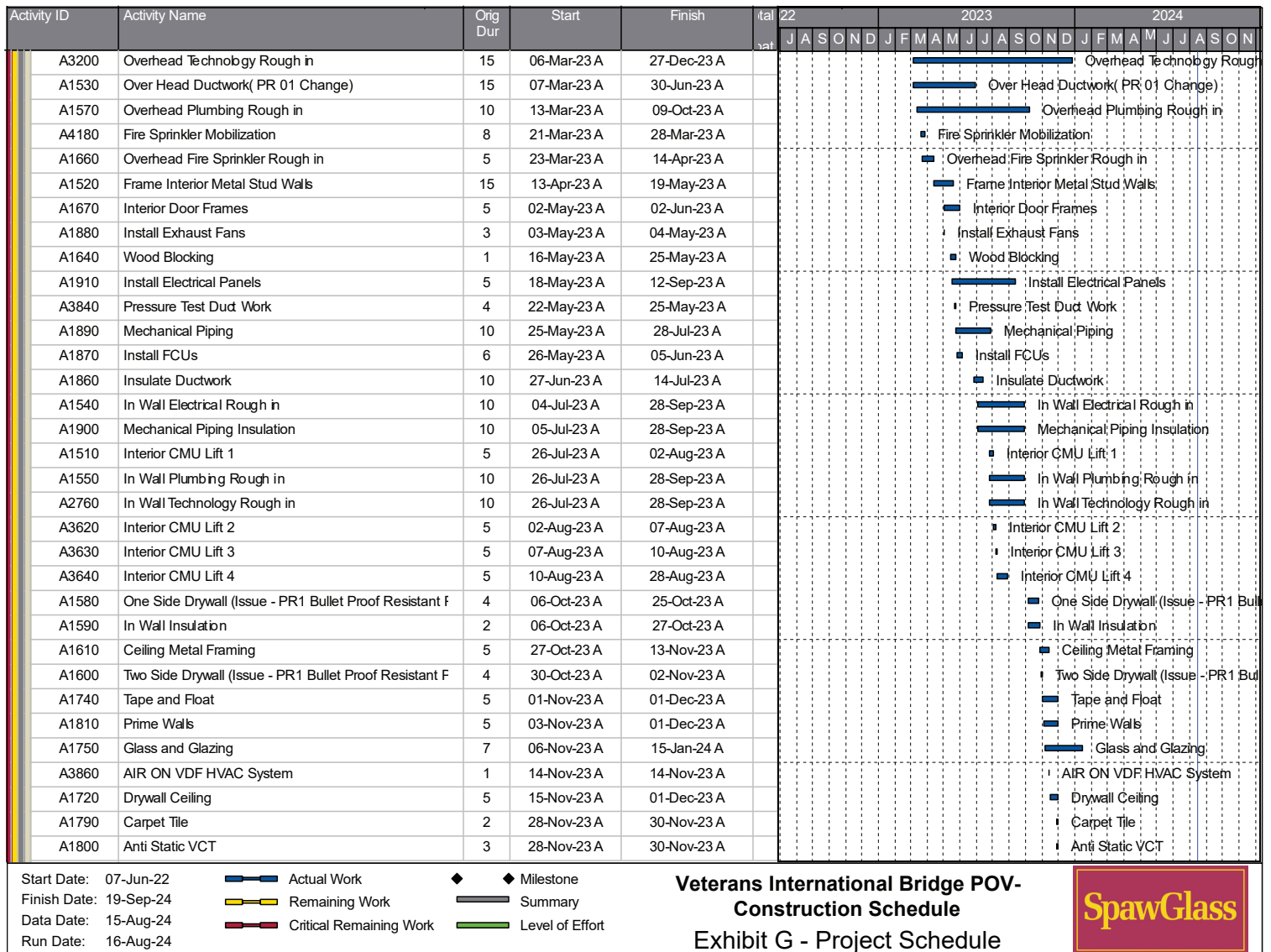






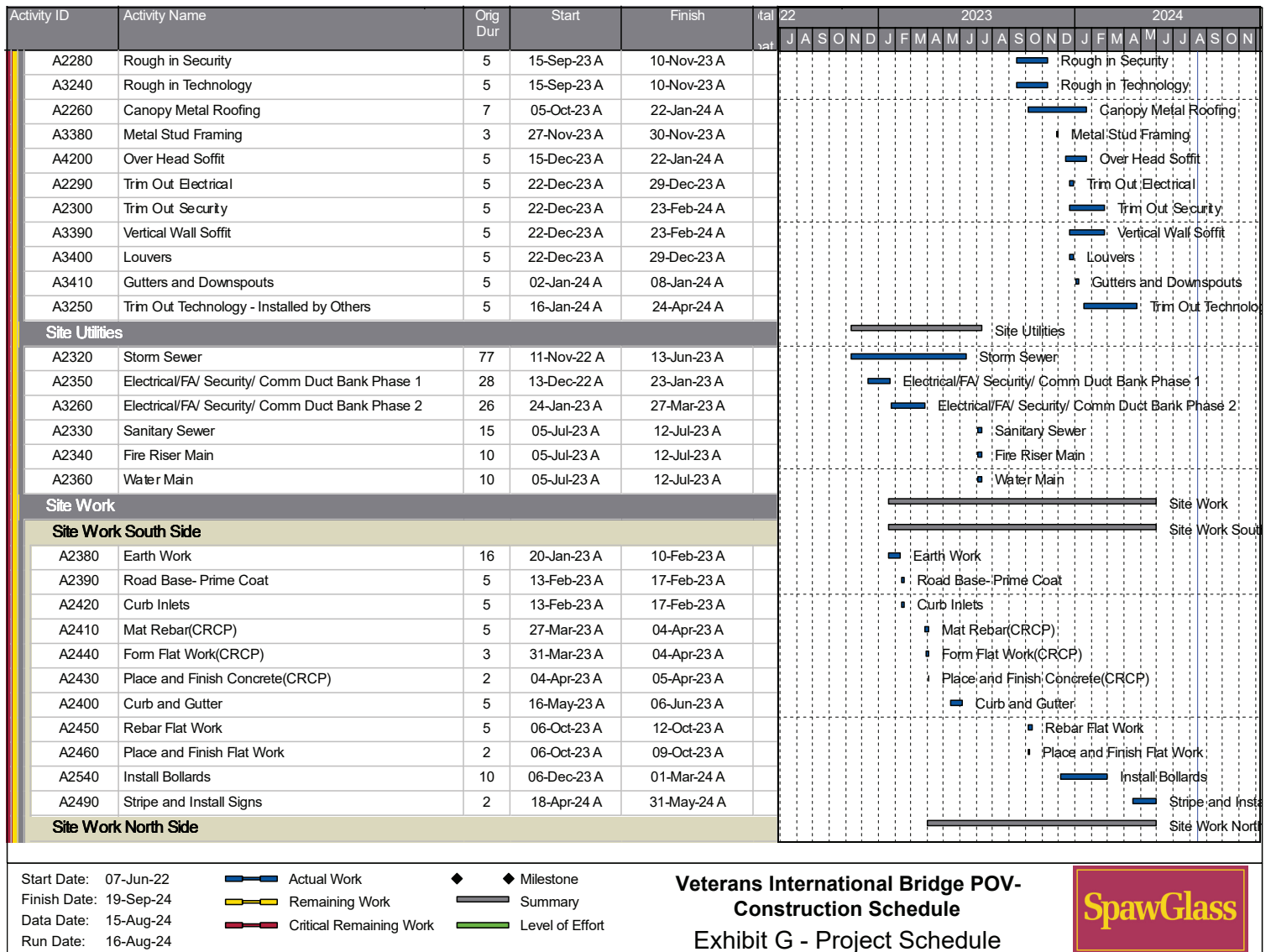






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Start Date: 07-Jun-22  
Finish Date: 19-Sep-24  
Data Date: 15-Aug-24  
Run Date: 16-Aug-24

 Actual Work  
 Remaining Work  
 Critical Remaining Work

- ◆ Milestone
- ▬ Summary
- ▬ Level of Effort

**Veterans International Bridge POV-  
Construction Schedule**  
Exhibit G - Project Schedule





# **SUBCONTRACTOR PROPOSALS**



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

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

## DRAFT

### Prime Contract Potential Change Order #011: CE #043 - Fiber Run

<b>TO:</b>	SpawGlass 3008 W. Spur 54 Harlingen, Texas 78550	<b>FROM:</b>	CAHS, Inc 3028 Wilson Rd. Harlingen, Texas 78552
<b>PCO NUMBER/REVISION:</b>	011 / 0	<b>CONTRACT:</b>	10-2168-00 - Veteran's International Bridge POV Expansion
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Colin Eubanks (CAHS PROJECT MANAGEMENT)
<b>STATUS:</b>	Draft	<b>CREATED DATE:</b>	8/12/2024
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>	15 days	<b>PAID IN FULL:</b>	No
<b>EXECUTED:</b>	No	<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
		<b>TOTAL AMOUNT:</b>	\$7,000.00

**POTENTIAL CHANGE ORDER TITLE:** CE #043 - Fiber Run

**CHANGE REASON:** Allowance

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

CE #043 - Fiber Run

Fiber Run From Admin Bldg to New Headhouse

Total: \$7,000

Provide and install a 6-strand Singlemode fiber from the Admin building to the new Headhouse building at Veterans Bridge.  
Deduct \$200 for CAT6.

All work to be done during normal business hours.

Exclusions:

- Excavation
- Overtime
- Holecutting
- Underground Conduit

Quote is valid for 15 days.

**ATTACHMENTS:**

#	Budget Code	Description	Amount
1	40-15.S CONTROLS	Fiber Run From Admin Bldg to New Headhouse	\$7,200.00
2	40-15.S CONTROLS	Deduct for CAT6	\$(200.00)
Grand Total:			<b>\$7,000.00</b>

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

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

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



# METRO ELECTRIC, INC.

TECL #17140

☒ **Main Office**

1901 Industrial Dr.  
McAllen, TX 78504  
956.686.2323

☐ **Branch Office**

5255 Commercial Dr.  
Brownsville, TX 78523  
956.831.7801

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

**July 31, 2024**

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

Attention: Alejandro De La Garza  
Reference: Veterans LPOE POV  
Metro Electric, Inc. CPR 35 Rev1

RE: ASI #012Provide Card Readers on Interior Side

Gentlemen,

We submit the add sum for the scope of work detailed below in the amount of:  
Six Thousand Three Hundred-Forty and 00/100 (\$6,340.00)

**Scope:**

Furnish and install materials and labor for card readers on the interior side of the violator perimeter doors 109.1, 108.1, & 116.1 per email dated Wednesday 7/24. Card readers to be owner furnished and installed by ESD.

**Exclusion**

Replacement of damaged ceiling tiles is not included.  
Painting and patching of any surfaces is not included.

We request 16 additional business days be added to the construction schedule for this work. Upon receipt of your written change order, we will proceed with this work.

This proposal is valid for ten (30) days.

Sincerely,  
Metro Electric, Inc.

Derek M. Gerdes  
Vice President  
File CO 1-03549

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

Metro Electric, Inc., TECL #17140

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, +1 (800)  
803-9202, +1 (512) 463-6599;

website: <https://www.license.state.tx.us/complaints>.

DESCRIPTION OF CHANGE: Provide card readers to interior side of the violator perimeter doors 109.1, 108.1, & 116.1.

[illegible]

Subtotal Material	\$ 257.79
Plus 25% Material	\$ 64.45
<b>Total Material</b>	<b>\$ 322.23</b>
Subtotal Sub-Contractor Work	\$ 4,165.00
Plus 5% Labor	\$ 208.25
<b>Total Sub-Contractor Work</b>	<b>\$ 4,373.25</b>
Subtotal Equipment and Tax	\$ -
Plus 15% Equipment	\$ -
<b>Total Equipment</b>	<b>\$ -</b>
Subtotal Labor	\$ 1,316.00
Plus 25% Labor	\$ 329.00
<b>Total Labor</b>	<b>\$ 1,645.00</b>
<b>Total Change Order Cost</b>	<b>\$ 6,340.00</b>



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

July 25, 2024 Revised July 30, 2024 Revised 08/05/2024

Bid To:

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

Dear Derek,

Change Order: Access Control  
Veterans International Bridge  
Vehicle Inspection and Modification Non-Commercial

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

Change Order: For Installation of three Owner provided Identiv readers as requested on Email dated 08/05/2024.

1	Lot of Cabling	Access Control Reader Cabling
2	Line Module	Identiv Line Modules

**Total: \$4,165.00** + sales tax if applicable

---

Cabling :	\$1,705.00
Labor and Programming:	\$2,460.00

**Owner Provided Readers are listed Below:**

Quantity	Equipment	Description
1	8232ABTF000	uTrust Wall Mount Identiv FICAM Reader
2	8202ABTFOO	uTrust Wall Mount Identiv FICAM Reader

**A Time Extension of 14 business days from the date of Metro Electric completing conduit work and rough in. Will be required for this change in the scope of work.**

We are excluding the following:

- Payment and Performance Bond is not included. (Available at 3% of total)
- Smoke Management System
- Smoke Evacuation and Smoke Control Systems
- All door hardware including Magnetic locks, electric strikes, electrified door hardware (crash bars) and power supplies.
- All conduit, generic back boxes, cable tray, wall penetration and fire-proof sealing, trenching and underground conduit.
- 110-volt power on dedicated breakers.
- 110-volt power for ESS on facility emergency power (generator) circuits.
- Payment, taxes, and performance bonds is not included in base price.
- All Cutting, Patching and Painting
- ESD does not include pricing for "BIM" or 3d Modeling that may be required for this project.
- Any changes or additions to the scope of work or the bill of materials shall be executed in writing as change order. Verbal instructions to field technicians do not authorize changes to the scope of work.
- ESD has not included pricing for participation in a composite cleaning crew.
- All core holes, conduits poke through devices, raised floor boxes, plywood backboards
- New Ceiling tiles if required will be provided by others.
- All PLC Controls and Integration

#### **Equipment Delays:**

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

#### **Note:**

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

#### **Acceptance of Proposal**

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

Estimate is valid for 15 days.

Payment Method: Progressive Draws

Authorization

Date

\_\_\_\_\_

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

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





# METRO ELECTRIC, INC.

TECL #17140

☐ **Main Office**

1901 Industrial Dr.  
McAllen, TX 78504  
956.686.2323

☐ **Branch Office**

5255 Commercial Dr.  
Brownsville, TX 78523  
956.831.7801

www.metroelectric-rgv.com

June 24, 2024

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

Attention: Carolina Cadengo, Project Manager  
Reference: Veterans LPOE POV  
Metro Electric, Inc. - CPR 30 Rev. 1

SG: PER RESPONSE ON RFI-173, OPTION A  
WAS SELECTED.

\$17,709.00 - \$15,108.00 = (\$2,601.00)

RE: RFI # 173 Service for Pole Lights

The RFI response directs that the pole lights route through the lighting control panel. We offer two options to accomplish this. Option A is to provide a 6-pole lighting contactor above panel SCHA with the coil controlled by a relay in LCP-1. Option B is to install conduit and wire for line and load circuits directly to spare relays in LCP-1

We submit the add sum for the scope of work detailed below in the amount of:

Option A: Fifteen Thousand One Hundred Eight Dollars (\$15,108.00)  
Option B: Seventeen Thousand Seven Hundred Nine Dollars (\$17,709.00)

**Scope:**

1. Remove #12 wire specified on Plan
2. Re-pull wire sized for voltage drop from designated panel SCHA via either Option A or B through lighting controls. Voltage drop is determined using the Southwire Voltage Drop Calculator with a 12 ampere load at the end of each circuit. Each circuit is a maximum of four fixture heads. Circuit 1 is P1 & P2, 240ft. Circuit 2 is P3 & P4, 276 ft. Circuit 3 is P5 & P6, 416 ft. Circuit 4 is P7 & P8, 505 ft.. Circuit 5 is P9 & P10, 789 ft.
3. Provide five (5) additional breakers in panel SCHA.
4. Excavation and raceway as required.

We request one additional week for Option A and two weeks for Option B added to the construction schedule. Upon receipt of your written change order, we will proceed with this work.

This proposal is valid for thirty (30) days.

Sincerely,  
Metro Electric, Inc.

*Stewart P. Gregorie*

Stewart P. Gregorie  
Sr. Project Manager  
File CO 1-03549

Metro Electric, Inc., TECL #17140

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, +1 (800)  
803-9202, +1 (512) 463-6599;

website: <https://www.license.state.tx.us/complaints>.

## Change Price Request Cost Analysis

PROJECT: Veterans LPOE Brownsville  
 CONTRACTOR: Spaw Glass

DESCRIPTION OF CHANGE: RFI - 173  
 CONCRETE ENCASEMENT IS EXCLUDED

Metro Electric CPR #27

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Equipment Cost	Unit	Equipment Total	Labor Hours	Unit	Labor Hours Total	Labor Total
1" PVS SCHED 40	110.00	\$ 92.87	C	\$ 102.16			\$ -	7.90	C	8.69	\$ 357.38
1" PVC SCHED 40 90 ° ELBOW	4.00	\$ 2,196.44	C	\$ 87.86			\$ -	0.38	E	1.52	\$ 62.51
1" PVC SHED. 40 MA	4.00	\$ 631.92	C	\$ 25.28			\$ -	0.10	E	0.40	\$ 16.45
1" PVC COUPLING	10.00	\$ 39.15	C	\$ 3.92			\$ -	0.10	E	1.00	\$ 41.13
1½ EMT	40.00	\$ 300.52	C	\$ 120.21			\$ -	9.30	C	3.72	\$ 152.99
1½ STEEL SS EMT CONNECTOR	2.00	\$ 141.00	C	\$ 2.82			\$ -	0.16	E	0.32	\$ 13.16
1½ STEEL SS EMT COUPLING	9.00	\$ 157.00	C	\$ 14.13			\$ -	0.10	E	0.90	\$ 37.01
1½ EMT FACTORY 90° ELBOW	3.00	\$ 10.40	E	\$ 31.20			\$ -	0.40	E	1.20	\$ 49.35
1½ SADDLE STRAP	4.00	\$ 147.00	C	\$ 5.88			\$ -	15.63	C	0.63	\$ 25.71
3/8 BEAM CLAMP	4.00	\$ 457.31	C	\$ 18.29			\$ -	30.00	C	1.20	\$ 49.35
3/8 ALL THREAD	10.00	\$ 125.68	C	\$ 12.57			\$ -	0.10	E	1.00	\$ 41.13
3/8 HEX NUT	12.00	\$ 5.56	C	\$ 0.67			\$ -	2.80	C	0.34	\$ 13.82
FIELD CUT 1½" KO	2.00			\$ -			\$ -	0.60	E	1.20	\$ 49.35
FIELD CUT 2" KO	1.00			\$ -			\$ -	0.70	E	0.70	\$ 28.79
6X6X4 SCR CVR JBOX	1.00	\$ 23.16	E	\$ 23.16			\$ -	1.25	E	1.25	\$ 51.41
6X6X4 PVC JBOX	1.00	\$ 44.12	E	\$ 44.12			\$ -	0.60	E	0.60	\$ 24.68
EXCAVATE BRANCH TRENCH	110.00	\$ 1.75	C	\$ 1.93			\$ -	14.00	C	15.40	\$ 633.33
#4 THHN STR CU	700.00	\$ 1,063.90	M	\$ 744.73			\$ -	19.50	M	13.65	\$ 561.36
#6 THHN STR CU	1,055.00	\$ 720.50	M	\$ 760.13			\$ -	18.75	M	19.78	\$ 813.50
#8 THHN STR CU	1,720.00	\$ 486.72	M	\$ 837.16			\$ -	13.50	M	23.22	\$ 954.92
#10 THHN SOL CU	1,752.00	\$ 281.10	M	\$ 492.49			\$ -	8.75	M	15.33	\$ 630.45
#12 THHN SOL CU	260.00	\$ 170.80	M	\$ 44.41				7.50	M	1.95	\$ 80.19
MINI EXCAVATOR (DAY)	2.00			\$ -	\$ 425.00	E	\$ 850.00			0.00	\$ -
TAMPER	2.00			\$ -	\$ 94.00	E	\$ 188.00			0.00	\$ -
DIG TEST NUMBER	1.00			\$ -			\$ -	1.00	E	1.00	\$ 41.13
20A/1P Type GHB Breaker	5.00	\$ 97.99	E	\$ 489.95			\$ -	0.75	E	3.75	\$ 154.22
#4 Split bolt connector	2.00	\$ 4.41	E	\$ 8.82			\$ -	0.90	E	1.80	\$ 74.03
Scotch 32	1.00	\$ 6.98	E	\$ 6.98			\$ -			0.00	\$ -
Option A	1.00	\$ 2,007.18	E	\$ 2,007.18			\$ -			7.15	\$ 209.22
Subtotals				\$ 5,886.02			\$ 1,038.00			127.69	\$ 5,166.53
Sales Tax							\$ 85.64				

Subtotal Material	\$ 5,886.02
Plus 25% Material	\$ 1,471.50
<b>Total Material</b>	<b>\$ 7,357.52</b>
Subtotal Sub-Contractor Work	\$ -
Plus 5% Labor	\$ -
<b>Total Sub-Contractor Work</b>	<b>\$ -</b>
Subtotal Equipment and Tax	\$ 1,123.64
Plus 15% Equipment	\$ 168.55
<b>Total Equipment</b>	<b>\$ 1,292.18</b>
Subtotal Labor	\$ 5,166.53
Plus 25% Labor	\$ 1,291.63
<b>Total Labor</b>	<b>\$ 6,458.16</b>
<b>Total Change Order Cost</b>	<b>\$ 15,108.00</b>

## Change Price Request Cost Analysis

PROJECT: Veterans LPOE Brownsville  
CONTRACTOR: Spaw Glass

DESCRIPTION OF CHANGE: Metro CPR 30 Option A Provide and install 6-pole contactor above panel SC

**Metro Electric CPR #30 Option A**

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
#12 THHN	145.00	\$     170.80	M	\$       24.77	\$      44.72
6 Pole 277/v Lighting Contactor	1.00	\$   1,982.41	E	\$    1,982.41	\$     164.50
				\$ -	\$ -
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				\$ -	\$ -
<b>Subtotals</b>				\$ <b>2,007.18</b>	\$ <b>209.22</b>



## Change Price Request Cost Analysis

PROJECT: Veterans LPOE Brownsville  
 CONTRACTOR: Spaw Glass

DESCRIPTION OF CHANGE: RFI - 173  
 CONCRETE ENCASEMENT IS EXCLUDED

Metro Electric CPR #27

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Equipment Cost	Unit	Equipment Total	Labor Total
1" PVS SCHED 40	110.00	\$ 92.87	C	\$ 102.16			\$ -	\$ 357.38
1" PVC SCHED 40 90 ° ELBOW	4.00	\$ 2,196.44	C	\$ 87.86			\$ -	\$ 62.51
1" PVC SHED. 40 MA	4.00	\$ 631.92	C	\$ 25.28			\$ -	\$ 16.45
1" PVC COUPLING	10.00	\$ 39.15	C	\$ 3.92			\$ -	\$ 41.13
1½ EMT	40.00	\$ 300.52	C	\$ 120.21			\$ -	\$ 152.99
1½ STEEL SS EMT CONNECTOR	2.00	\$ 141.00	C	\$ 2.82			\$ -	\$ 13.16
1½ STEEL SS EMT COUPLING	9.00	\$ 157.00	C	\$ 14.13			\$ -	\$ 37.01
1½ EMT FACTORY 90° ELBOW	3.00	\$ 10.40	E	\$ 31.20			\$ -	\$ 49.35
1½ SADDLE STRAP	4.00	\$ 147.00	C	\$ 5.88			\$ -	\$ 25.71
3/8 BEAM CLAMP	4.00	\$ 457.31	C	\$ 18.29			\$ -	\$ 49.35
3/8 ALL THREAD	10.00	\$ 125.68	C	\$ 12.57			\$ -	\$ 41.13
3/8 HEX NUT	12.00	\$ 5.56	C	\$ 0.67			\$ -	\$ 13.82
FIELD CUT 1½" KO	2.00			\$ -			\$ -	\$ 49.35
FIELD CUT 2" KO	1.00			\$ -			\$ -	\$ 28.79
6X6X4 SCR CVR JBOX	1.00	\$ 23.16	E	\$ 23.16			\$ -	\$ 51.41
6X6X4 PVC JBOX	1.00	\$ 44.12	E	\$ 44.12			\$ -	\$ 24.68
EXCAVATE BRANCH TRENCH	110.00	\$ 1.75	C	\$ 1.93			\$ -	\$ 633.33
#4 THHN STR CU	700.00	\$ 1,063.90	M	\$ 744.73			\$ -	\$ 561.36
#6 THHN STR CU	1,055.00	\$ 720.50	M	\$ 760.13			\$ -	\$ 813.50
#8 THHN STR CU	1,720.00	\$ 486.72	M	\$ 837.16			\$ -	\$ 954.92
#10 THHN SOL CU	1,752.00	\$ 281.10	M	\$ 492.49			\$ -	\$ 630.45
#12 THHN SOL CU	260.00	\$ 170.80	M	\$ 44.41				\$ 80.19
MINI EXCAVATOR (DAY)	2.00			\$ -	\$ 425.00	E	\$ 850.00	\$ -
TAMPER	2.00			\$ -	\$ 94.00	E	\$ 188.00	\$ -
DIG TEST NUMBER	1.00			\$ -			\$ -	\$ 41.13
20A/1P Type GHB Breaker	5.00	\$ 97.99	E	\$ 489.95			\$ -	\$ 154.22
#4 Split bolt connector	2.00	\$ 4.41	E	\$ 8.82			\$ -	\$ 74.03
Scotch 32	1.00	\$ 6.98	E	\$ 6.98			\$ -	\$ -
Option B	1.00	\$ 1,794.27	E	\$ 1,794.27			\$ -	\$ 2,503.15
<b>Subtotals</b>				<b>\$ 5,673.11</b>			<b>\$ 1,038.00</b>	<b>\$ 7,460.46</b>
<b>Sales Tax</b>							<b>\$ 85.64</b>	

Subtotal Material	\$ 5,673.11
Plus 25% Material	\$ 1,418.28
<b>Total Material</b>	<b>\$ 7,091.39</b>
Subtotal Sub-Contractor Work	\$ -
Plus 5% Labor	\$ -
<b>Total Sub-Contractor Work</b>	<b>\$ -</b>
Subtotal Equipment and Tax	\$ 1,123.64
Plus 15% Equipment	\$ 168.55
<b>Total Equipment</b>	<b>\$ 1,292.18</b>
Subtotal Labor	\$ 7,460.46
Plus 25% Labor	\$ 1,865.11
<b>Total Labor</b>	<b>\$ 9,325.57</b>
<b>Total Change Order Cost</b>	<b>\$ 17,709.00</b>

## Change Price Request Cost Analysis

PROJECT: Veterans LPOE Brownsville  
CONTRACTOR: Spaw Glass

DESCRIPTION OF CHANGE: Metro CPR 30 Option B Line and load conduit & wire to LCP

**Metro Electric CPR #30 Option B**

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
1" EMT	140.00	\$ 289.52	C	\$ 405.33	\$ 535.45
1" EMT STEEL SS EMT CONNECTOR	4.00	\$ 120.36	C	\$ 4.81	\$ 29.61
1" EMT STEEL SS EMT COUPLING	14.00	\$ 132.21	C	\$ 18.51	\$ 46.06
1" LB	2.00	\$ 591.85	C	\$ 11.84	\$ 74.03
1" Strap	18.00	\$ 139.00	C	\$ 25.02	\$ 115.70
1¼ EMT	140.00	\$ 300.52	C	\$ 420.73	\$ 535.45
1¼ STEEL SS EMT CONNECTOR	4.00	\$ 141.00	C	\$ 5.64	\$ 26.32
1¼ STEEL SS EMT COUPLING	18.00	\$ 157.00	C	\$ 28.26	\$ 74.03
1¼ EMT FACTORY 90° ELBOW	4.00	\$ 10.40	E	\$ 41.60	\$ 65.80
1¼ SADDLE STRAP	18.00	\$ 147.00	C	\$ 26.46	\$ 115.70
1¼ LB	2.00	\$ 819.69	C	\$ 16.39	\$ 74.03
#4 THHN STR CU	290.00	\$ 1,063.90	M	\$ 308.53	\$ 232.56
#6 THHN STR CU	290.00	\$ 720.50	M	\$ 208.95	\$ 223.62
#8 THHN STR CU	290.00	\$ 486.72	M	\$ 141.15	\$ 161.00
#10 THHN SOL CU	290.00	\$ 281.10	M	\$ 81.52	\$ 104.35
#12 THHN SOL CU	290.00	\$ 170.80	M	\$ 49.53	\$ 89.45
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				\$ -	\$ -
<b>Subtotals</b>				<b>\$ 1,794.27</b>	<b>\$ 2,503.15</b>

## TxDot items that will not get completed (Underruns)

### 164 – 6042 - DRILL SEEDING (TEMP) (WARM) – TOTAL - **\$2,320.29 (1.34 AC)**

- Southern Landscape – \$2,010.00
- SpawGlass – \$310.29

### 275 – 6001 CEMENT - **\$1,917.19 (5.19 TON)**

- D&J Site Construction – \$1,660.80
- SpawGlass - \$-256.39

### 275 – 6011 CEMENT TREAT(EXIST MATL)(8") - **\$1,584.55 (98.72 SY)**

- D&J Site Construction – \$1,183.80
- SpawGlass – \$400.75

### 476 – 5001 JACK BOR OR TUN PIPE (4" )(PVC)(SCH80) - **\$1,038.90 (10 LF)**

- RM Walsdorf – \$900.00
- SpawGlass - 138.90

### 476 – 5002 JACK BOR OR TUN PIPE (12" )(PVC)(SCH80) - **\$1,385.25 (5 LF)**

- RM Walsdorf – \$1,200.00
- SpawGlass – \$185.25

### 506 – 6038 TEMP SEDMT CONT FENCE (INSTALL) - **\$868.56 (188 LF)**

- Southern Landscape – \$752
- SpawGlass – \$116.56

**Total to Return from Subcontractors - \$ 7,706.6**

**Total to Return from SpawGlass - \$ \$1,408.14**

**Total to Return to Owner - \$ 9,114.74**

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

SpawGlass: Pay App #24 - \$ 24,325.91  
                                  #25 - \$221,784.09  
                                  #26 - \$ 64,553.32

**2-H    CONSIDERATION AND APPROVAL TO INCREASE THE TCDRS  
RETIREMENT MATCHING CONTRIBUTION FOR CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY EMPLOYEES TO 250% (2.5 TO 1)  
EFFECTIVE JANUARY 01, 2025.**



# **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**



## **TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM (TCDRS) CURRENT AND PROPOSED PLAN 2025**

**Pete Sepulveda, Jr., Executive Director**  
**Victor J. Barron, Chief Financial Officer**

## CURRENT AND PROPOSED PLAN YEAR 2025

- Current employer matching 200%
- Proposed employer matching 250% past and future deposits, 25% increase
- Current Retirement and Group Term Life Insurance Rate 8.89% & 0.14%, respectively totaling 9.03%
- Proposed Retirement and Group Term Life Insurance Rate 13.9% & 0.14%, respectively totaling 14.04%
- Proposed change will increase retirement contribution expense by \$115,765 or 54%
- Cameron County Commissioner's Court has recently approved a similar increase to their retirement plan.
- Proposed plan will take effect January 1, 2025



### PLAN CUSTOMIZER SUMMARY FOR PLAN YEAR 2025 Cameron County Regional Mobility Authority

#### CURRENT PLAN AND PROPOSED PLAN(S)

	Current Plan	250% EM dep
<b>Basic Plan Options</b>		
Employee Deposit Rate	7.00%	7.00%
Employer Matching	200%	250%
Application of Matching	Past & Future	Past & Future
Prior Service Credit	0%	0%
<b>Retirement Eligibility</b>		
Age 60 (Vesting)	8 yrs of service	8 yrs of service
Rule Of	75 yrs total age + service	75 yrs total age + service
At Any Age	20 yrs of service	20 yrs of service
<b>Optional Benefits</b>		
Partial Lump-Sum Payment at Retirement	Yes	Yes
Group Term Life	ACTIVE-ONLY	ACTIVE-ONLY
COLA	N/A	N/A
<b>Retirement Plan Funding</b>		
Normal Cost Rate	8.57%	10.92%
UAAL/(OAAL) Rate	0.32%	2.98%
Required Rate	8.89%	13.90%
Elected Rate	0.00%	0.00%
Additional Employer Contribution	\$0.00	\$0.00
<b>Total Contribution Rate</b>		
Retirement Plan Rate	8.89%	13.90%
Group Term Life Rate	0.14%	0.14%
Total Contribution Rate	9.03%	14.04%
<b>Valuation Results</b>		
Actuarial Accrued Liability	\$2,025,240	\$2,354,653
Actuarial Value of Assets	\$1,972,268	\$1,972,268
Unfunded/(Overfunded) Actuarial Liability	\$52,972	\$382,385
Funded Ratio	97.4%	83.8%

**2-I      CONSIDERATION AND APPROVAL OF A FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY  
REGIONAL MOBILITY AUTHORITY AND HARRIS COUNTY.**

**FIRST AMENDMENT  
TO INTERLOCAL AGREEMENT BETWEEN  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND HARRIS COUNTY**

THIS AMENDMENT (referred to herein as this “Amendment”) is entered into by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a local government corporation organized under the laws of the State of Texas (“CCRMA”) and HARRIS COUNTY, a body corporate and politic organized under the laws of the State of Texas (the “County”) acting by and through Harris County Toll Road Authority (HCTRA). This Amendment becomes effective when fully executed by both parties.

RECITALS:

- A. Effective July 18, 2023, CCRMA and Harris County (each a “Party”, together “Parties”) entered into an Interlocal Agreement for Tolling Services (the “Agreement”) to provide interoperability and tolling services for CCRMA toll road(s) which are open to the traveling public (collectively called “the Project”).
- B. In accordance with Section 15. Written Amendments, the Parties wish to amend the Agreement to provide for CCRMA’s engagement of HCTRA to provide certain toll collection, customer service and interoperability functions and services for the CCRMA tolling projects, on and subject to the terms and conditions set forth in this Agreement.
- C. In consideration of the mutual covenants and agreements contained herein, CCRMA and Harris County mutually agree as follows:

I.

Recital A of the Agreement is hereby amended to clarify the scope of the Project and to read as follows:

Effective July 18, 2023, CCRMA and Harris County (each a “Party”, together “Parties”) are entering into this Agreement pursuant to which Harris County will provide interoperability and tolling services as defined herein in this Agreement for CCRMA toll road(s), which are open to the traveling public, and are either located in Cameron County, Texas, or outside of Cameron County, Texas, as authorized under TEX. TRANSP. CODE §370.033 (as may sometimes be referred to in this Agreement as the “CCRMA region” and collectively called “the Project”).

Section 1 of the Agreement titled “Consideration” is hereby amended to read as follows:

Harris County shall provide tolling services for the Project and shall provide CCRMA Fuego transponders in exchange for CCRMA providing HCTRA customer account information of the current Fuego customers, CCRMA Fuego transponders and international customers.

## II.

Section 4 of the Agreement titled “Harris County Responsibilities” is hereby amended to add the following:

d. Beginning on the Service Commencement Date, as described in Exhibit B Scope of Work, Harris County will provide tolling services for the Project, including, customer account maintenance (for CCRMA and EZ TAG customers), transponder supply, toll collection, bank clearinghouse, Back Office System (BOS), Toll Violation Invoices, and interoperability services.

e. Harris County will supply, operate, and maintain the HCTRA BOS and facilitate interconnection of the CCRMA Roadside Toll Collection System to the HCTRA BOS. HCTRA will provide these services for Transponder Transactions and Video Transactions. As part of the services it will provide, HCTRA will conduct video image reviews, as required to determine Video Transactions in accordance with CCRMA’s business rules, of the data that CCRMA submits.

f. Harris County will facilitate the collection of tolls, fees, fines, and costs associated with Toll Violations that occur on the Project using the HCTRA BOS, including referral of collection accounts to the outside collection firm hired by CCRMA. If CCRMA selects a firm different from ones established through Harris County, CCRMA will be responsible for the cost of developing any necessary system changes that ensue. Harris County will not be involved in any administrative hearing process, except to provide required documentation of the toll and subsequent conversion to a violation.

g. Harris County will supply tolling services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Harris County’s standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level of service Harris County provides customers on its own facilities.

h. Harris County will provide user access to the Back Office System to run the required reports and manage the Project, as applicable.

i. Harris County will migrate 6 months of data and account history from CCRMA current BOS to HCTRA BOS for business continuity. Any data other than this would be maintained by CCRMA directly and used accordingly.

## III.

Section 5 of the Agreement titled “CCRMA Responsibilities” is hereby amended to add the following:

c. To facilitate Harris County’s performance of tolling services, CCRMA will cooperate with Harris County during the implementation of the Project.

- d. CCRMA will perform operations using the HCTRA BOS to perform functions including call center operations, account management and account maintenance, issuance of transponders, invoice payments, toll collection, revenue handling and accounting, customer service and support.
- e. CCRMA will set the toll rates and toll classifications on the Project. CCRMA will provide the initial toll schedule to Harris County prior to opening a portion of the Project or any segment of the Project and will promptly notify Harris County in writing of any changes in the toll schedule. Harris County will implement such toll rate changes within 60 days of receipt of official notice from CCRMA.
- f. CCRMA agrees to use electronic toll collection systems on the Project and Harris County will utilize toll collection payment methods on the Project that are consistent with the payment methods used on its own all-electronic toll facilities. If Harris County elects to change the toll collection payment methods utilized on its own all-electronic facilities, the same changes will also apply to the Project. Harris County will notify CCRMA at least 60 days prior to implementing any such change.
- g. CCRMA will establish and maintain toll violation fines and fees (“Fines and Fees”) consistent, or as reasonably consistent as possible as agreed by agencies.
- h. CCRMA will provide or arrange to provide, at its discretion, law enforcement services for Toll Violation and traffic enforcement for the Project.
- i. CCRMA agrees to use electronic toll collection systems on the Project and requires Users to have an account.
- j. CCRMA will provide all maintenance services for mowing, landscaping, signage, striping, and routine repairs such as painting and seeping for locations directly within the Project.
- k. CCRMA shall provide Harris County with all necessary design documentation for successful implementation of the Project.

#### IV.

Section 6 of the Agreement titled “Cooperative Efforts” is hereby amended to add the following:

- g. The Parties will cooperate on toll violation enforcement (law enforcement) efforts on the Project.
- h. CCRMA will establish and maintain toll violation fines, fees, and costs and provide Harris County with the schedule.
- i. The Parties will coordinate all planned segments of the Project to, among other things, efficiently allocate resources, review plans, and procure needed equipment.

- j. All requests from CCRMA to HCTRA hereunder shall be in writing from the Chairman of CCRMA or authorized representative.

V.

Section 8 of the Agreement titled “Records and Audit Rights” is hereby amended to add the following:

By the 15<sup>th</sup> day of each month Harris County shall provide to CCRMA a report of the Transactions for the previous month. The report shall (a) report the number of Transactions during the preceding month, and (b) categorize the Transactions as: Transponder Transactions, Video Transactions, Interoperable Transactions, or Non-Complying Transactions. Non-Complying Transactions shall be further categorized by the reasons for them being categorized as Non-Complying Transactions.

VI.

Section 27 titled “Compensation for Services” is hereby added to the Agreement and reads as follows:

- a. CCRMA will pay HCTRA for the services Harris County has agreed to provide as follows:

The following flat fee structure will be applicable for this project:

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

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

- b. CCRMA will receive and retain 100% of the Administrative Fee collected for Toll Violations on the Project.
- c. CCRMA may request Harris County to provide other services, such as software changes, including new functionality, additional parameters, toll rate changes, and including the overflow of calls and training support as may be needed from time to time by the CCRMA from Harris County. If Harris County provides other requested services, CCRMA shall reimburse Harris County for such services.

- d. Harris County will not charge CCRMA for Transactions during testing periods or when tolling has been suspended by CCRMA.

## VII.

Exhibit A Definitions attached to the Agreement is amended to add the following definitions:

“Effective Date” The Effective Date of this Agreement shall be the date it is approved by the Cameron County Regional Mobility Authority or the Harris County Commissioners Court (or their delegate), whichever is the last to occur.

“Fines” means the fines imposed at the discretion of administrative hearing officers under the authority of Texas Transportation Code, § 284.208 or § 284.209.

“Fees” means the fees imposed in the violation and escalation notices for non-payment of toll charges.

“Non-Complying Transaction” means a toll transaction that is submitted to HCTRA’s back office, but that HCTRA returns to CCRMA rather than processes for payment because CCRMA does not submit all the information required by the business rules or ICD.

“Non-Revenue Transaction” means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under Tex. Transp. Code, § 372.053. CCRMA will adopt a non-revenue policy that is consistent with Harris County’s non-revenue policy, except that Harris County vehicles will not have free passage on the Project.

“Toll Violation” means a failure or refusal to pay the toll imposed by CCRMA for operation of a vehicle on the Project.

“Toll Violation Invoice” means a notice prepared and sent by Harris County to collect tolls and fees associated with violations.

## VIII.

All other terms and provisions of the Agreement shall remain in full force and effect as originally written.

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

[SIGNATURE PAGE FOLLOWS]



APPROVED AS TO FORM:

CHRISTIAN MENEFEE

Harris County Attorney

**HARRIS COUNTY**

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

MARCY LINEBARGER  
Senior Assistant County Attorney  
24GEN1548

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

LINA HIDALGO  
County Judge

DATE: \_\_\_\_\_

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

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

FRANK PARKER, JR.  
Chairman

DATE: \_\_\_\_\_

ATTESTED TO:

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

Arturo A. Nelson  
Secretary

## **Exhibit B**

### **Scope of Work**

#### **Project Summary**

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

#### **Project Description**

The CCRMA BOS (Back Office System) Transition Project involves the tasks related to the design, development, testing and transition of several existing and new systems into the HCTRA BOS. The effort includes reviewing and identifying any business gap in each stage of this transition to ensure the solution meets CCRMA needs. The project will consist of the following segments that can be planned simultaneously and executed in one phase.

- CCRMA BOS to HCTRA BOS
- Move CUSIOP interface from CTRMA to HCTRA

#### **CCRMA BOS migration to HCTRA BOS**

- HCTRA BOS to configure the CCRMA's SH550 lanes as HCTRA's managed agency.
- HCTRA BOS should receive all CCRMA AVI and Video transactions through HCTRA BOS webservice and process CCRMA transactions in BOS for HCTRA local posting and CUSIOP posting. Any remaining unposted video transactions will be processed through the Pay By Mail process.
- HCTRA BOS to allow CCRMA Customer Service to manage their accounts and customers independently of HCTRA Customer Service
- The Pay By Mail process will follow the current invoicing escalation process in place at CCRMA which includes four levels of invoices and escalation to collections.
- HCTRA BOS to perform the image review for CCRMA video transactions.
- HCTRA BOS should track the CCRMA transactions with valid SL scenarios as per transaction posting status.
- Standalone customer facing website with Fuego/CCRMA account management and payment for CCRMA Pay By Mail capabilities will be provided.

- CCRMA will continue to use their current collection vendor (Duncan solutions). Duncan will adopt to the HCTRA BOS collection ICD to receive transactions from HCTRA BOS
- HCTRA BOS should provide access to reports on CCRMA's transactions.
- HCTRA BOS System validations (functional, UAT) and integration testing to be performed by HCTRA BOS Vendor QA team before Go-Live.
- Migrate CCRMA BOS pre-paid accounts (~5K Fuego accounts) to HCTRA BOS
- Migrate PBM accounts with open receivables to HCTRA BOS with no more than six months of historical data
- Migrate open un-invoiced violations to HCTRA BOS
- Migrate active Private Accounts with no more than six months of historical data

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

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

**2-J      CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT  
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

**INTERLOCAL AGREEMENT  
FOR  
TOLLING SERVICES**

**\_\_\_\_\_, 2024**

**by and between**

**Hidalgo County Regional Mobility Authority**

**and**

**Cameron County Regional Mobility Authority**

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## TOLLING SERVICES AGREEMENT

This TOLLING SERVICES AGREEMENT (“Agreement”), by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“HCRMA”) and CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, a regional mobility authority organized under the laws of the State of Texas (“CCRMA”), is executed to be effective on the Effective Date.

### RECITALS:

- A. HCRMA and CCRMA (each a “Party,” and together the “Parties”) are entering into this Agreement pursuant to which CCRMA will provide Tolling Services as defined later in this Agreement for the 365 Tollway (“Project”) in Hidalgo County, Texas, which is anticipated to be opened to the traveling public in early 2026.
- B. Pursuant to Section 370.033, Texas Transportation Code, HCRMA is authorized to construct, acquire, improve, operate, and maintain a toll project within and outside Hidalgo County.
- C. CCRMA is a component unit of Cameron County that operates as a regional mobility authority under Chapter 370, Texas Transportation Code.
- D. Pursuant to Section 370.033, Texas Transportation Code, CCRMA is authorized to operate and maintain transportation projects, including toll projects, within and outside of Cameron County.
- E. Pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and Section 370.033, Texas Transportation Code, HCRMA and CCRMA are each authorized to contract with other governmental entities and political subdivisions.
- F. Pursuant to a Resolution adopted by the Board of Directors of CCRMA dated August 28, 2024, the CCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of Cameron County.
- G. Pursuant to a Resolution adopted by the Board of Directors of the HCRMA dated \_\_\_\_\_, 2024, the HCRMA has approved this Agreement and authorized its Executive Director to execute and deliver this Agreement on behalf of HCRMA.
- H. Pursuant to the adoption of an interlocal agreement for Tolling Services between Harris County Toll Road Authority (“Harris County” or “HCTRA”) and CCRMA dated \_\_\_\_\_ (attached hereto as Exhibit B), HCTRA will provide the “Fuego Back Office System” (“Fuego BOS”) for use by CCRMA and its Customer Service Center (“CSC”) to include the processing of HCRMA toll transactions.

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NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, HCRMA and CCRMA agree as follows:

**AGREEMENT:**

- I. Definitions.
  - a. Unless otherwise defined herein, capitalized terms and abbreviations used in this Agreement have the definitions set forth in Exhibit A.
  
- II. Engagement Term and Termination.
  - a. HCRMA hereby engages CCRMA to provide Tolling Services for the Project in accordance with the provisions hereof.
  
  - b. The term (“Term”) of this Agreement begins on the Effective Date and ends on the fifth (5th) anniversary of the Effective Date. This Agreement will automatically renew for an additional five (5) years from and after the end of the then-expiring Term, unless a Party provides a written notice of termination to the other Party at least one hundred eighty (180) days before the end of the Term.
  
  - c. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other Party not less than one hundred eighty (180) days prior to the stated termination date.
  
  - d. This Agreement may also be terminated at any time upon the written agreement of the Parties, or upon initiation by HCRMA as provided for in Section XIV of this Agreement.
  
- III. CCRMA Responsibilities.
  - a. Tolling Services. Beginning on the Service Commencement Date, CCRMA will provide Tolling Services and other necessary customer service center functions required for effective toll revenue collection for the Project including:
    - i. Coordination. Coordination, design, development, and other activities to enable the HCRMA, CCRMA, and HCTRA tolling systems to interface with each other in order for CCRMA to provide the tolling services.
  
    - ii. Account Management. Providing customer services to HCRMA 365 toll road users and account holders, including accepting payments, account management, Adjustments, transponder distribution, and other customer service center functions such as processing mail and handling customer queries.
  
    - iii. Toll Debt Collection Services. Toll Debt Collection Services, defined as collection and processing of tolls, fees, fines, and costs associated with Toll

**HCRMA 6/19/24**

Violations that occur on the Project through CCRMA's Debt Collections Vendor. CCRMA shall provide billing statements to customers reflecting itemized toll charges and application of payments. These services will be the CCRMA's responsibility in accordance with the agreed upon business rules between CCRMA and HCRMA. CCRMA will ensure that its Debt Collections Vendor works with HCTRA for electronic file exchanges or updates to customer accounts as defined in Exhibit B.

- iv. Transponder Fulfillment. Transponder fulfillment, issuance, and replacement for any customer accounts opened via the CSC walk-in center.
- v. Customer Service Accounts. Customer management services, and other services deemed necessary for the benefit of this relationship and the Project. CCRMA shall work with HCTRA to maintain and manage these accounts as necessary utilizing the HCTRA managed Fuego BOS as per Exhibit B. CCRMA will provide the CSC walk-in center, Customer Service Representatives ("CSRs"), and necessary staff, who shall perform account management, including handling of customer inquiries and complaints, and customer account maintenance services for HCRMA in accordance with the terms contained within Exhibit B.
- vi. Payments. CCRMA will support the payments, disputes, Adjustments, and resolution of all Toll Invoices and Toll Violations within the contact center in addition to all account management services.
- vii. Reporting. Providing access to reporting features agreed upon by both Parties in the Process and Design Documents for the life of this Agreement and four years after Termination, as otherwise agreed upon by the Parties.
- viii. Quality Assurance. Implementation of appropriate reporting, reconciliation, accounting, Audit and quality assurance processes in accordance with standard industry practices, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all HCTRA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure record of system access and breaches of security, consistent with standard industry practices.
- ix. Backup and Recovery. Implementation of data backup and disaster recovery in accordance with standard industry practices and retention of Project-related data pursuant to the Process and Design Documents.



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- b. CCRMA shall (i) meet the SLAs agreed upon by the Parties, (ii) maintain efficiencies within the CSC, and (iii) perform adequate training for all CSC Staff.
- c. If the parties mutually agree that CCRMA is unable to perform Tolling Services, in part or whole (e.g. customer service functions), and/or unable to meet the agreed upon performance metrics for any reason, the CCRMA will assist the HCRMA in transitioning Tolling Services to HCTRA.
- d. CCRMA will supply Tolling Services on a non-discriminatory basis (i) in accordance with the requirements of this Agreement and Cameron County's standard management practices, procedures, protocols, and business rules with which it performs such services and functions for its own facilities, and (ii) at the same level and quality of service Cameron County provides customers on its own toll facilities as defined in Attachment A.
- e. CCRMA shall remit all revenues (tolls, fees, fines, administrative awards, or other revenues) collected as payment to HCRMA Project transactions to HCRMA within fifteen (15) days of receipt, if any. Revenue may be reduced by the amount owed by HCRMA to CCRMA for Toll Services, including operations and maintenance costs, Debt Collection Service fees, and other costs agreed upon by HCRMA.
- f. CCRMA shall apply partial payments on invoices and debts in accordance with the Design and Process Documents and not to prioritize CCRMA transactions over those of HCRMA.
- g. CCRMA will not be responsible for:
  - i. Providing roadway equipment maintenance, road maintenance, road repair, or roadway customer assistance services for the Project.
  - ii. Providing law enforcement services for Toll Violation enforcement or administrative hearings, with the exception of providing evidence to support any law enforcement efforts required for the Project.

**IV. HCRMA Responsibilities.**

- a. HCRMA will be responsible for installation, replacement, and maintenance of all necessary roadway tolling equipment (including electrical power, tag readers, network, and fiber) for the Project and the Parties will verify that such equipment is compatible and interoperable by following the Process and Design Documents and testing in accordance with standard industry practices. This will include:
  - i. Automatic Vehicle Identification (AVI) subsystem;
  - ii. Automatic Vehicle Classification (AVC) subsystem;

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- iii. Violation Enforcement System (VES); and
  - iv. Lane Controllers and miscellaneous lane-based equipment and Communication and support equipment.
- b. Pursuant to the interlocal agreement by and between HCTRA and HCRMA, HCTRA shall be responsible for capturing data evidencing each Transaction and transmitting a properly formed Transaction to CCRMA (which will include all of the information required by the ICD for each such Transaction) in accordance with this Agreement pursuant to the ICD or any other communications protocols in effect hereunder from time to time. Without limiting the foregoing, HCTRA shall be responsible for (i) determining the applicable toll for each Transaction and transmitting the applicable toll information to CCRMA with its transmittal of other Transaction data pursuant to the preceding sentence. CCRMA shall not have any responsibility for any of the activities described above in this subparagraph (b).
- c. HCRMA will provide or arrange to provide law enforcement services for Toll Violation and traffic enforcement for the Project on the roadway.
- d. HCRMA will build interfaces from the Roadside Electronic Toll Collection equipment to and roadside host to interface with the Fuego BOS following the Process and Design Documents and verified through testing in accordance with standard industry practices.
- e. HCRMA will provide all maintenance services for mowing and landscaping, signage and striping, and routine repairs such as painting and sweeping for locations directly within the Project.
- f. HCRMA will provide onsite maintenance services for Dynamic Message signs (if any), and fiber optic and/or telecom service communication links for those necessary and directly related to the Project.
- g. HCRMA will process all transactions related to Non-Revenue Transactions.
- h. HCRMA will develop Process and Design Documents in conjunction with CCRMA (to be reviewed and accepted by HCTRA) to support the design, implementation, and operations and maintenance of the CSC, Project, and Fuego BOS, which may include:
  - v. Standard Operating Procedures (“SOPs”),
  - vi. Business Rules,
  - vii. Key Performance Indicators (“KPIs”) / Service Level Agreement Indicators (“SLAs”), and

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viii. Reports.

- i. HCRMA will provide CCRMA at least thirty (30) days' advance notice of the Service Commencement Date of each new segment of the Project as it is completed and ready to be tolled.

V. Cooperative Efforts.

- a. The Parties will follow (i) the Process and Design Documents developed with CCRMA and (ii) the HCTRA provided business rules, ICD, and process documents.
- b. The Parties will make appropriate representatives available to help each other resolve issues arising in connection with their performance under this Agreement.
- c. The Parties will provide each other with information for purposes of training each Party's personnel to respond to customer inquiries concerning operation of the Project.
- d. HCRMA will provide CCRMA advance notice of any roadside system changes which may affect the collection of tolls and/or CSC operations across the Project.
- e. The Parties will cooperate with each other to conduct and complete, prior to the Service Commencement Date, all work necessary for connection of the Electronic Toll Collection System with CCRMA's CSC.
- f. The Parties will inform each other of any marketing activities, publicity specifically targeting the Project, and/or use of Fuego tags, and will cooperate to maximize Fuego transponder penetration in Hidalgo County.
- g. The Parties will cooperate on Toll Violation enforcement efforts of the Project.
- h. The Parties will seek cost effective ways to continuously improve tolling services. HCRMA and CCRMA acknowledge and agree that, particularly in view of the length of the Term, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration and implementation of changes in the equipment, technology or practices utilized in connection with the Project and/or changes to this Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Agreement. The Parties agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner.

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**VI. Compensation for Services.**

- a. The following describes the compensation exchanged between HCRMA, CCRMA, and HCTRA.
  - i. In accordance with the interlocal agreement between HCTRA and CCRMA, CCRMA will pay a flat fee per month based on the amount of revenue HCTRA collects through the Fuego BOS. If the toll revenue collected per month by HCTRA through the Fuego BOS does not exceed the “Cap” as defined as \$7,000,000 per month, the “Flat Fee” of \$30,000 per month will be paid by CCRMA. HCRMA will not incur any costs or share in that expense.
  - ii. If the toll revenue collected by HCTRA per month through the Fuego BOS exceeds \$7,000,000, HCRMA will reimburse CCRMA for the additional fee in excess of the Flat Fee per month based on HCRMA’s attributable proportion of toll revenue above the Cap. The attributable proportion will be based on the prorated share of revenue across all facilities and revenue collected through the Fuego BOS.
  - iii. HCRMA will pay the Interoperable (“IOP”) Transaction Processing Fee for Away Transactions, currently at five (5) cents per Interoperable Transaction plus three percent (3%) of the toll amount, for processing IOP via the Central United States Interoperability (“CUSIOP”) Hub. HCRMA agrees that any changes to this IOP Transaction Processing Fee will apply in future periods. IOP Fees incurred will be deducted directly from the toll revenue and remitted by HCTRA to HCRMA.
- b. HCRMA will not incur any onboarding or capital costs to interface with the Fuego BOS.
- c. HCRMA may request CCRMA to provide Additional Services. If CCRMA provides Additional Services, HCRMA shall negotiate and reimburse CCRMA for such Additional Services and such mutual agreement shall be reflected in a written amendment to this Agreement executed by HCRMA and CCRMA.
- d. If CCRMA chooses to expand the CSC to better serve its partners and requests compensation for such expansion from HCRMA, HCRMA shall negotiate terms and reimburse or compensate CCRMA in proportion with HCRMA’s overall share of transactions, call volumes, revenues, or other measure deemed appropriate. Capital and operation costs attributed to CSC expansions and are subject to HCRMA Board Approval.

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- e. CCRMA will not charge HCRMA for Tolling Services during testing periods or when tolling on the Project has been suspended for any reason.

**VII. Confidential Information.**

The Parties will maintain Customer Confidential Information as confidential information and in compliance with applicable privacy laws and consistent with their policies and practices regarding the confidential information of their customers. As a merchant accepting payment cards, CCRMA is required to maintain compliance with the Payment Card Industry (“PCI”) Data Security Standard (“DSS”) for cardholder information within its systems. CCRMA will not provide HCRMA with Customer Confidential Information in any reports; however, CCRMA will provide HCRMA with names, addresses, e-mail addresses, telephone numbers, and account profiles of Users upon request by HCRMA.

**VIII. Records and Audit Rights.**

CCRMA will maintain, consistent with its practices regarding customers of its own facilities, accurate and complete books and records relating to CCRMA's performance of this Agreement, including electronic data of, or relating thereto and data and other information relevant to the fees that CCRMA charges to HCRMA and Users. CCRMA will make these books and records available during normal business hours for audit and inspection by HCRMA and and/or HCRMA's designees, at the location where such books and records are customarily maintained. CCRMA will provide to HCRMA and its designee copies of such records upon request and at HCRMA's expense. CCRMA will retain the books and records described in this Section VIII for a minimum of five years or based on Generally Accepted Accounting Principles (“GAAP”) rules, after the date the record or document is generated. Any records relating to claims and disputes between the Parties, or any known third-party claim against CCRMA or HCRMA, will be retained until such claims or disputes are finally resolved.

**IX. Prior Written Agreements.**

This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm, or renew any such other prior contract or agreement between the Parties.

**X. Other Services.**

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**XI. Governmental Immunity.**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any

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third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**XII. Relationship of the Parties.**

Nothing in this Agreement is intended to create, nor shall be deemed or construed by the Parties or by any third Party as creating the relationship of principal and agent, partnership, or joint venture between the Parties and/or any other Party. Without limiting the foregoing, the purposes for which the Parties have entered into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes and/or equal rights of control between the Parties hereto. Each Party agrees it is responsible for its actions and the actions of its contractors, employees, representative, and agents. Neither Party waives any powers, rights, or defenses it may have under applicable law.

**XIII. Remedies.**

If either Party fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by it under this Agreement and such failure continues for a period of sixty (60) days after written performance notice is given by the other Party specifying said failure, the other Party will be entitled to seek an action in mandamus against that Party, or to exercise any and all other rights and remedies available to it under this Agreement, at law or in equity. The Parties will utilize the dispute resolution procedures in Section XIV before exercising the remedies in this section.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform.

**XIV. Dispute Resolution Procedures.**

Any disputes between the Parties concerning this Agreement that cannot be resolved at the project management level will be referred to CCRMA's Executive Director or his/her designee and HCRMA's Executive Director or his/her designee to resolve. If they do not resolve the dispute, the Parties agree to use the procedures in this Section XIV. The Parties agree to participate in non-binding mediation as a dispute resolution procedure if a resolution cannot otherwise be reached. During the dispute resolution process, if HCRMA determines, in its sole discretion, that business continuity requires the use of another customer service provider, HCRMA may begin using a third-party for one or more Tolling Services.

**XV. Transition Upon Termination.**

Upon, or in preparation of, the termination of this Agreement, CCRMA will assist HCRMA and cooperate in providing a smooth transition of Tolling Services and transfer data from CCRMA to HCRMA (or its assignee). CCRMA and HCRMA will cooperate in development of a Transition Plan, which will include (i) transition of Tolling Services and customer service operations; and (ii) transfer of data identified in the Transition Plan from CCRMA to HCRMA or its assignee. CCRMA will continue to provide Tolling Services as provided in this Agreement until the date designated in the Transition Plan.

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**XVI. Successors and Assignees.**

- a. Except as expressly provided herein, neither HCRMA nor CCRMA may assign, lease, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party to this Agreement.
- b. This Agreement will be binding and be for the sole and exclusive benefit of the Parties and their legal successors, including without limitation any successor public agency or entity to either Party.

**XVII. No Third-Party Beneficiaries.**

Nothing in this Agreement or in any approval subsequently provided by either Party hereto shall be construed as conferring any benefits, rights, remedies, or claims to any Person not a party to this Agreement, including, without limitation, the public in general.

**XVIII. Severability.**

If any provision of this Agreement, or the application thereof to any Person or circumstance, is rendered or declared illegal for any reason and is invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances will not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

**XIX. Written Amendments.**

Any changes in the character, agreement, terms and/or responsibilities of the Parties must be enacted through a written amendment and executed by the Parties.

**XX. Notices.**

All notices to either Party by the other required under this Agreement must be delivered personally, sent by email followed by deposit in the U.S. Mail, or sent by certified or registered U.S. Mail, proper postage prepaid, and addressed to such Party at the following respective addresses:

If to CCRMA:

Pete Sepulveda, Jr.  
Cameron County Regional Mobility Authority  
3461 Carmen Ave.  
Rancho Viejo, Texas 78575  
Attention: Executive Director

With a copy to:

Eric Davila, PE, PMP, CCM  
Cameron County Regional Mobility Authority  
3461 Carmen Ave.

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Rancho Viejo, Texas 78575  
Attention: Chief Development Engineer

With additional copy to:

David F. Irwin  
Rentfro, Irwin & Irwin, PLLC  
1650 Paredes Line Road, Suite 102  
Brownsville, Texas 78521

If to HCRMA:

Pilar Rodriguez, PE  
Hidalgo County Regional Mobility Authority  
203 W Newcombe Avenue  
PO Box 1766  
Pharr, Texas 78577  
Attention: Executive Director

With copy to:

Ramon Navarro, IV, PE, CFM  
Hidalgo County Regional Mobility Authority  
203 W Newcombe Avenue  
Pharr, Texas 78577  
Attention: Chief Construction Engineer

All personally delivered notices will be deemed given on the date so delivered. All notices mailed by certified or registered mail will be deemed given three (3) days after being deposited in the U.S. mail. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided for above.

**XXI. Limitations.**

All covenants and obligations of the Parties under this Agreement will be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of HCRMA or CCRMA will have any personal obligations or liability hereunder.

**XXII. Exhibits.**

Exhibits referred to in this Agreement and attached hereto are incorporated herein in full by this reference as if each of such exhibits were set forth in the body of this Agreement and duly executed by the Parties.



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**XXIII. Authorization.**

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

**XXIV. Interpretation.**

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision. The use of the word “will” in this Agreement connotes a contractual right, covenant or obligation, as applicable. Wherever the word “including” is used, it is deemed to mean “including, without limitation,”

**XXV. Waiver.**

No delay or omission by either Party hereto to exercise any right or power hereunder shall impair such right or power or be construed as a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No course of dealing between the Parties will be a waiver of estoppel of a right, remedy, or condition under this Agreement.

**XXVI. Captions.**

The captions used for the Sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of this Agreement or any Section hereof.

**XXVII. Governing Law.**

The laws of the State of Texas shall govern this Agreement.

**XXVIII. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

To the extent applicable, the Parties agree that any purchases of goods or services under this Agreement is subject to § 791.025, Texas Government Code.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the dates shown below, effective on the Effective Date.

**CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
By: Pete Sepulveda, Jr. Executive  
Director  
Date:

**HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
By: Pilar Rodriguez, P.E., Executive  
Director  
Date:

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**EXHIBIT A****DEFINITIONS**

As used in the foregoing agreement, the following terms have the respective meanings indicated:

**“Adjustments”** means the following adjustments, made in accordance with HCTRA's standard business practices: (i) adjustments for duplicate toll payments and Non-Complying Transactions, (ii) adjustments for payment of IOP Fees, (iii) adjustments for settling or otherwise resolving User disputes respecting Transactions from the Project, (iv) adjustments for waivers, (v) adjustments for refunds to accounts or Video Transaction Users due to inaccurate toll charges on the applicable Project, (vi) adjustments for tolls previously credited to HCRMA that are paid with bad checks or via a charged back credit or debit card transaction, (vii) adjustments for inaccurate Transactions transmitted from HCRMA to HCTRA, (viii) adjustments to tolls and Administrative Fees, as applicable, whenever a Transaction is reclassified, (ix) credits to HCRMA for prior overcharges to HCRMA for the same Transaction, (x) credits to HCRMA for duplicate Transaction Fees charged to HCRMA for the same Transaction, (xi) adjustments for Non-Revenue Transactions; and (xi) any other adjustments that HCRMA and HCTRA may mutually approve in writing.

**“Additional Services”** means services other than Tolling Services, i.e., services that are outside the scope of of the Tolling Services provided by CCRMA under this Agreement, requested by HCRMA under Section VI(c) of this Agreement.

**“Administrative Fees”** means any fees, fines, court costs, administrative costs collected from Users associated with collection of tolls in the Toll Violation Invoice process.

**“Audit”** may include either a System and Organization Controls Audit (SOC) or a Payment Card Industry (PCI) Data Security Standard Audit. There are two (2) types of commonly performed SOC Audits – SOC 2 Type I audits or SOC 2 Type II audits, which help to determine an organization’s security risks or concerns and the necessary path to mitigation. PCI Audits help to ensure that an organization accepting credit cards are maintaining the latest security standards.

**“Away Transactions”** means any transactions routed to the CUSIOP Hub.

**“CCRMA”** means the Cameron County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

**“CSC”** means Customer Service Center, where staff will help to manage customer inquiries, disputes, and resolutions for the Project. For the purposes of this Project, the CSC will be managed by CCRMA.

**“Customer Confidential Information”** means the toll account and travel records of Users, including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, and driver's license information.

**“CUSIOP Hub”** means the Central United States Interoperable Hub, which processes Transponder Transactions not processed by HCTRA.

**HCRMA 6/19/24**

“Debt Collections Vendor” means the entity procured by and providing Debt Collection Services to CCRMA.

“Debt Collection Service” or “Toll Debt Collection Service” means the work necessary to collect outstanding debts due to the non-payment of tolls, Administrative Fees, and other debts owed to CCRMA and HCRMA.

“DSS or Data Security Standards” is the term used for the standards set by the PCI for securing cardholder data.

“Effective Date” means the date this Agreement is approved by the HCRMA or the CCRMA, whichever is the last to occur.

“ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Fuego Back Office System” (or “Fuego BOS”) means the system used by HCTRA to receive, collect, process, analyze, and store all tolls and toll transactions to include a CSC, a Violation Enforcement Center, IOP participant, and a Host. Through HCTRA’s interlocal agreement with CCRMA (attached as Exhibit B) this instance of the BOS is branded the “Fuego BOS”.

“GAAP” means the Generally Accepted Accounting Principles; GAAP Rules are a set of accounting rules, standards, and procedures frequently issued by the Financial Accounting Standards Board (“FASB”) and used by all accredited accounting firms within the United States.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a regional mobility authority organized under the laws of the State of Texas.

“HCTRA” means the Harris County Toll Road Authority, a department of Harris County and county toll road authority.

“Interface Control Document” (ICD) means the document setting forth interface standards for HCTRA's back office and the ETCS, including the manner in which data must be transmitted and received between HCTRA's back office and the ETCS, as such document may be revised or updated by HCTRA or HCRMA from time to time with prior written consent of the other Party (which consent will not be unreasonably withheld or delayed).

“IOP Fees” means the costs incurred by the HCRMA for processing transactions that are routed to the CUSIOP Hub.

“KPIs” means Contract Key Performance Indicators, a series of metrics used to determine performance and efficiency in achieving agreed upon goals.

“Non-Complying Transaction” means a toll transaction that is submitted to HCTRA's back office, but that HCTRA returns to HCRMA rather than processes for payment because HCRMA does not submit all of the information required by the Business Rules or ICD.

**HCRMA 6/19/24**

“Non-Revenue Transaction” means a transaction for which no toll is required. These include, but are not limited to, transactions involving authorized emergency vehicles, military vehicles, and vehicles qualifying for free passage under § 372.053, Texas Transportation Code.

“Parties” means the Hidalgo County Regional Mobility Authority (“HCRMA”) and Cameron County Regional Mobility Authority (“CCRMA”).

“PCI” or “Payment Card Industry” means the term set forth by businesses and organizations that deal with cardholder data.

“Project” has the meaning set forth in the Recitals.

“Process and Design Documents” means the series of documents developed to help guide design, testing, and implementation of the Project and Tolling Services, which may include, Standard Operating Procedures (SOPs), on topics such as financial, customer/violation dispute, or business rules, requirements, Key Performance Indicators (KPIs) / Service Level Agreements (SLA), and reports.

“Readable Video Image” means an image produced by HCRMA's ETCS and transmitted to Fuego BOS in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

“Roadside Toll Collection System” or “ETCS” means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by HCRMA.

“Service Commencement Date” means the date determined in the advanced written notice(s) HCRMA will provide to CCRMA at least thirty (30) days prior to each new segment of the Project being completed, ready for normal and continuous operations and use by the traveling public, and ready to be tolled.

“Tolling Services” means all services, materials, equipment, and work products provided by CCRMA for the Project as defined in Section III, including the scope of services and the level of service described therein.

“Toll Violation” means a failure or refusal to pay the toll imposed by HCRMA for operation of a vehicle on the Project or failure to comply with high occupancy vehicle rules and requirements, if any.

“Toll Invoice” means a notice prepared and sent by HCTRA to collect tolls and Administrative Fees associated with violations.

“Transaction” or “Transactions” means a Transponder Transaction, Video Transaction, and Non-Complying Transaction.

“Transition Plan” means a plan jointly developed by CCRMA and HCRMA which describes in detail how upon the termination of this agreement tolling services will be transitioned from CCRMA to HCRMA without the loss of data or interruption in the collection of tolls.

**HCRMA 6/19/24**

“Transponder Transaction” means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to HCTRA's back office in accordance with the ICD respecting a vehicle that (a) passes through a toll lane on a Project, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

“Users” means the registered owner of a vehicle traveling on the Project.

“Video Transaction” means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to HCTRA's back office in accordance with the ICD respecting (a) a vehicle that passes through a toll lane on the Project and is not equipped with a working transponder issued by a Transponder Issuer but for which HCRMA transmits to HCTRA's back office (i) a Readable Video Image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction; and (ii) video data as required by the ICD; or (b) a vehicle that passes through a toll lane on a Project and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate.

**HCRMA 6/19/24**

**THE STATE OF TEXAS**

**COUNTY OF CAMERON**

**RESOLUTION AUTHORIZING TOLLING SERVICES AGREEMENT BETWEEN CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY AND HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY FOR THE PROVISION OF CUSTOMER MANAGEMENT  
SERVICES ON ALL SEGMENTS OF TOLL ROADS IN HIDALGO COUNTY, TEXAS**

BE IT RESOLVED THAT ON THE 29TH DAY OF AUGUST, 2024, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, HAVING A QUORUM PRESENT, 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 Authorizing a Tolling Services Agreement by and between Hidalgo County Regional Mobility Authority (HCRMA) and Cameron County Regional Mobility Authority (CCRMA) for the CCRMA to Provide Customer Management Services on all segments of Toll Roads in Hidalgo County, Texas.

ADOPTED on this 29th day of August, 2024.

**2-K     DISCUSSION AND POSSIBLE ACTION REGARDING THE BUDGET FOR  
FISCAL YEAR 2025.**



# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

FISCAL YEAR 2025  
DRAFT BUDGET



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

# Administrative Operations Budget Details

- A. Cameron County collects \$10 fee for each registered nongovernmental vehicle for the CCRMA - equates to 80% of operating revenue
- B. Interlocal agreements with Cameron County
- C. Bank depository interest earned
- D. 12 Full Time Employees Salary and Benefits
- E. HR Software & Accounting Software, etc Upgrades
- F. Pathfinder Consultants, misc.
- G. Estrada Hinojosa - Financial Advisory Retainer



Account	Account name	Budget 2024	Budget 2025	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41100	Vehicle registration fees	\$ 3,450,000	\$3,490,000	A \$ 40,000
41150	Interlocal revenue			
41150	Admin Services	156,000	156,000	B -
41150	Construction Manager	107,700	107,700	B -
41150	ROW Project Coordinator	65,000	65,000	B -
41150	Marketing	97,000	97,000	B -
41175	Lease revenue	10,080	-	(10,080)
44000	Interest income	250,000	425,000	C 175,000
<b>Total Operating Revenue</b>		<b>4,135,780</b>	<b>4,340,700</b>	<b>204,920</b>
<b>Salaries and Benefits</b>				
51100	Salaries	943,644	1,041,084	D 97,440
51200	Payroll taxes	106,308	119,449	D 13,141
51300	Retirement	122,984	217,038	D 94,054
51400	Health insurance	182,563	185,925	D 3,362
51310	Life insurance	1,807	2,186	D 379
<b>Total Salaries and Benefits</b>		<b>1,357,306</b>	<b>1,565,682</b>	<b>208,376</b>
<b>Administrative and Office Expenses</b>				
60110	Accounting software and services	3,000	10,000	7,000
60120	Advertising and marketing	55,000	55,000	-
60121	Audit services	39,000	39,000	-
60123	Board meetings	2,400	2,800	400
	Capital Outlay	-	50,000	E 50,000
60126	Computer equipment and accessories	7,000	12,500	5,500
60191	Computer equipment	12,500	-	(12,500)
60127	Consulting	190,000	175,000	F (15,000)
60128	Contingency	132,250	98,285	(33,965)
60140	Data processing	30,000	40,000	10,000
60150	Dues and memberships	25,000	30,000	5,000
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	37,590	37,590	G -
60162	Insurance and surety bonds	2,200	2,200	-
70120	Insurance - building	7,000	7,100	100
60166	Interest - line of credit	25,000	25,000	-
60206	Internet	12,500	12,500	-
60192	Lease - copier	3,735	2,868	(867)
60135	Legal expenses	50,000	60,000	10,000
60165	Maintenance and repairs - building	75,000	85,000	10,000

## Administrative Operations Budget Details –Continued

- H. Long Term Debt Vehicle Registration Fee Bonds Principal & Interest
- I. Allowable bond expenses, Toll collection system, toll road improvements, & mitigation.
- J. Unspent Bond Proceeds for allowable bond expenses
- K. Transportation Reinvestment Zone (TRZ) - a transportation funding tool that utilizes incremental property tax of the geographical area to support the funding of transportation infrastructure needs within the area. CCRMA & Cameron County have existing TRZ's.
- L. Expenses associated with TRZ eligible projects.
- M. Reserves/Fund Balance

Account	Account name	Budget 2024	Budget 2025	Increase/(Decrease) in Dollars
60188	Office furniture	5,000	5,000	-
60180	Office supplies	20,000	25,000	5,000
60211	Phone System	4,124	4,600	476
60189	Postage	750	750	-
60200	Travel	25,000	30,000	5,000
60168	Trustee fees	15,000	15,000	-
60205	Utilities	15,000	17,000	2,000
60207	Website maintenance	4,000	7,000	3,000
<b>Total Administrative and Office Expenses</b>		<b>808,049</b>	<b>859,193</b>	<b>51,144</b>
<b>Total Operating Expenses</b>		<b>2,165,355</b>	<b>2,424,875</b>	<b>259,520</b>
<b>Operating Income (Loss)</b>		<b>1,970,425</b>	<b>1,915,825</b>	<b>(54,600)</b>
<b>Non-Operating Revenues (Expenses)</b>				
60185	2017 Refunding 2010A Principal & Interest	(1,209,700)	(1,205,100)	H 4,600
60186	2019 Refunding 2010B Interest	(649,200)	(649,200)	H -
60197	2021 VRF Revenue Bond Interest	(111,525)	(111,525)	H -
14000	Capital Outlay (Bond Proceeds)	(2,300,000)	(1,700,000)	I 600,000
30000	2021 Bond Proceeds Reserve	2,300,000	1,700,000	J (600,000)
41300	TRZ Revenue	4,000,000	9,000,000	K 5,000,000
70350	TRZ Expense	(4,000,000)	(9,000,000)	L (5,000,000)
	Reserve	-	50,000	M 50,000
<b>Total Non-Operating Revenues (Expenses)</b>		<b>(1,970,425)</b>	<b>(1,915,825)</b>	<b>54,600</b>
<b>Net Increase (Decrease) after Non-Operating Revenues (Expenses)</b>				
		\$ -	\$ -	\$ -



## Long Term Debt Payable and Annual Debt Requirements Schedule Vehicle Registration Fee

- Vehicle Registration Fee Debt Payable @ FY 2024  
Principal \$21,170,000 + \$6,303,013 interest = Total  
\$27,473,013

Long Term Debt Payable					Principal Due
Vehicle Registration Fee Bonds	October 1, 2023	Additions	Reductions	Balance 2024	FY 2025
2017 Refunding Revenue Bonds	\$ 3,415,000	\$ -	\$ (1,095,000)	\$ 2,320,000	\$ 1,135,000
2019 Refunding Revenue Bonds	14,925,000	-	-	14,925,000	-
2021 Revenue Bonds	3,925,000	-	-	3,925,000	-
	22,265,000	-	(1,095,000)	21,170,000	1,135,000
Total Vehicle Registration Fee Bonds	22,265,000	-	(1,095,000)	21,170,000	1,135,000

Annual Debt Requirements VRF Bonds			
	Principal	Interest	Total
2025	\$ 1,135,000	\$ 830,825	\$ 1,965,825
2026	1,185,000	784,425	1,969,425
2027	1,210,000	730,475	1,940,475
2028	1,275,000	668,350	1,943,350
2029	1,335,000	603,100	1,938,100
Thereafter	15,030,000	2,685,838	17,715,838
Total	\$ 21,170,000	\$ 6,303,013	\$ 27,473,013

## Toll Operation Budget Details

- A. Pay By Mail – invoice mail out (No Prepaid Account)
- B. Prepaid tag account is an alternate method of payment for the SH550 toll road
- C. Transactional Hub that facilitates US national interoperability
- D. CCRMA partners with local government agencies which operate the International Bridges along the Texas and Mexico Border.
- E. 18 Full Time Employees Salary and Benefits
- F. Interlocal Back Office Support from HCTRA
- G. Toll consultant
- H. Toll Road mowing, debris removal, guard rail repairs, etc
- I. Property and vehicle
- J. Maintenance on vehicle
- K. Toll System maintenance support Kapsch



Account	Account name	Budget 2024	Budget 2025	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41240	Pay By Mail	\$ 2,865,000	\$ 3,250,000	A \$ 385,000
41248	Fuego	500,000	650,000	B 150,000
41210	CUSIOP interop	995,000	1,295,000	C 300,000
41250	Pharr bridge interop	520,000	-	(520,000)
41150	Interlocal revenue	172,517	43,600	D (128,917)
<b>Total Operating Revenue</b>		<b>5,052,517</b>	<b>5,238,600</b>	<b>186,083</b>
<b>Expenses</b>				
<b>Salaries and Benefits</b>				
51100	Salaries	677,577	795,229	E 117,652
51200	Payroll taxes	51,835	60,835	E 9,000
51300	Retirement	59,966	110,537	E 50,571
51400	Health Insurance	147,838	206,082	E 58,244
51310	Life Insurance	881	1,113	E 232
<b>Total Salaries and Benefits</b>		<b>938,097</b>	<b>1,173,796</b>	<b>235,699</b>
<b>Transaction processing costs</b>				
60176	HUB interop collection fees	232,250	-	(232,250)
60179	PBM court collections	5,000	10,000	5,000
60189	Postage	396,000	-	(396,000)
70110	Bridge interoperability	78,000	-	(78,000)
70150	Merchant card services & return payment fees	105,600	-	(105,600)
70152	TxDmv	48,000	-	(48,000)
60130	Contractual - Image Review	-	-	-
60131	Contractual - Infosend	120,000	-	(120,000)
-	Contractual - HCTRA Back office	-	400,000	F 400,000
70130	Toll operational support	50,000	100,000	G 50,000
70155	Out of state DMV	12,000	-	(12,000)
-	<b>Total transaction processing costs</b>	<b>1,046,850</b>	<b>510,000</b>	<b>(536,850)</b>
<b>Toll system maintenance / IT</b>				
70145	Back office system maintenance	288,000	-	(288,000)
-	<b>Total toll system maintenance / IT</b>	<b>288,000</b>	<b>-</b>	<b>(288,000)</b>
<b>Roadside maintenance</b>				
60170	Facility landscaping and maintenance	210,000	250,000	H 40,000
60194	Rental - maintenance equipment	12,000	12,000	-
60195	Rental - storage unit	4,000	4,800	800
60196	Shipping charges	2,500	2,500	-
60210	Utilities - electricity SH550	23,400	25,000	1,600
70120	Property / vehicle insurance	85,000	93,600	I 8,600
-	Vehicle maintenance	-	15,000	J 15,000
70140	Toll system maintenance and monitoring	278,100	300,000	K 21,900
<b>Total roadside maintenance</b>		<b>615,000</b>	<b>702,900</b>	<b>87,900</b>

## Toll Operation Budget - Continued

- L. Capital outlay – Maintenance Vehicle, etc
- M. TX Dot and CCRMA entered into an agreement for the pass through of toll payments for the development and operation of Direct Connector toll project. Annual payment
- N. Toll Revenue Bonds Long Term Debt Principal & Interest

Account	Account name	Budget 2024	Budget 2025	Increase/(Decrease) in Dollars
<b>CSC Indirect/overhead</b>				
60120	Advertising and marketing	100,000	250,000	150,000
	Capital Outlay	-	75,000	L 75,000
60126	Computer accessories	10,000	15,000	5,000
60135	Legal expense	25,000	35,000	10,000
60150	Dues & memberships	7,000	12,000	5,000
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	5,200	5,200	-
60165	Maintenance & repairs	75,000	125,000	50,000
60180	Office supplies	25,000	30,000	5,000
60188	Office furniture	10,000	10,000	-
60192	Lease - copier	3,562	-	(3,562)
60191	Computer equipment	12,500	12,500	-
60200	Travel	40,000	50,000	10,000
60206	Internet/ Phones	15,000	26,292	11,292
60205	Utilities - Toll office	15,000	15,000	-
60128	Contingency	217,109	435,131	218,022
	<b>Total CSC Indirect/overhead</b>	<b>570,371</b>	<b>1,106,123</b>	<b>535,752</b>
	<b>Total Operating Expenses</b>	<b>3,458,318</b>	<b>3,492,819</b>	<b>34,501</b>
	<b>Operating Income (Loss)</b>	<b>1,594,199</b>	<b>1,745,781</b>	<b>151,582</b>
<b>Non-Operating Revenues (Expenses)</b>				
42150	Pass through revenue agreement	1,385,000	1,385,000	M -
60181	2014 CO Toll Revenue Bonds Principal & Intere	(427,288)	(294,531)	N 132,757
60183	2015 CO Toll Revenue Bonds Interest	(309,913)	(309,588)	N 326
60184	2016 Toll Refund Bonds Principal & Interest	(649,700)	(649,700)	N -
60187	2020 Toll Refund Bonds Principal & Interest	(1,592,298)	(1,725,462)	N (133,164)
	2024 Toll Refund Bonds Principal & Interest	-	(151,500)	N (151,500)
	<b>Total Non-Operating Revenues (Expenses)</b>	<b>(1,594,199)</b>	<b>(1,745,781)</b>	<b>(151,582)</b>
	<b>Net Increase (Decrease) after Non-Operating Revenues (Expenses)</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

## Long Term Debt Payable and Annual Debt Requirements Toll Revenue Bonds

- Revenue Bond Debt Payable @ FY 2024
- Principal \$47,185,000 + interest \$16,905,287 totaling \$64,090,287

Long Term Debt Payable Revenue Bonds					Principal Due
	October 1, 2023	Additions	Reductions	Balance 2024	FY 2025
<b>Revenue &amp; Tax Bonds (SH550)</b>					
2014 Revenue & Tax Bonds	3,770,000	-	(3,480,000)	290,000	290,000
2015 Revenue & Tax Bonds	3,930,000	-	(175,000)	3,755,000	180,000
2016 Refunding Revenue & Tax	15,805,000	-	-	15,805,000	-
2020 Refunding Revenue & Tax	25,305,000	-	(1,000,000)	24,305,000	1,150,000
2024 Refunding (2014 Revenue Bond)	-	3,030,000	-	3,030,000	-
	48,810,000	3,030,000	(4,655,000)	47,185,000	1,620,000
<b>Total Revenue &amp; Tax Bonds (SH 550)</b>	<b>48,810,000</b>	<b>3,030,000</b>	<b>(4,655,000)</b>	<b>47,185,000</b>	<b>1,620,000</b>

Annual Debt Requirements Toll Revenue Bonds			
	Principal	Interest	Total
2025	\$ 1,620,000	\$ 1,510,781	\$ 3,130,781
2026	1,755,000	1,472,964	3,227,964
2027	1,880,000	1,427,934	3,307,934
2028	2,000,000	1,378,187	3,378,187
2029	2,125,000	1,323,910	3,448,910
Thereafter	37,805,000	9,791,510	47,596,510
<b>Total</b>	<b>\$ 47,185,000</b>	<b>\$ 16,905,287</b>	<b>\$ 64,090,287</b>

**2-L      CONSIDERATION AND APPROVAL OF THE FISCAL YEAR 2025 HOLIDAY  
SCHEDULE.**



## FY2025 Holiday Schedule

Holiday	Day's Observed
Veteran's Day	Monday, November 11, 2024
Thanksgiving	Thursday & Friday, November 28 & 29, 2024
Christmas	Tuesday & Wednesday, December 24 & 25, 2024
New Year's Day	Wednesday, January 1, 2025
Dr. Martin Luther King, Jr. Day	Monday, January 20, 2025
President's Day	Monday, February 17, 2025
Cesar Chavez Day	Monday, March 31, 2025
Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025

**2-M    CONSIDERATION AND APPROVAL OF THE AMENDED CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY'S POLICIES AND  
PROCEDURES FOR TOLL COLLECTIONS AND ROADWAY OPERATIONS.**



**POLICIES AND PROCEDURES**  
**FOR TOLL COLLECTION AND ROADWAY OPERATIONS**  
**ON CCRMA FACILITIES**

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## ARTICLE I TOLL COLLECTION OPERATIONS POLICY

### SECTION 1.1 PURPOSE

This Article of the Policies and Procedures for Toll Collection and Roadway Operations on CCRMA Facilities (the “Policies and Procedures”) establishes CCRMA practices and operations for toll collection systems operation on designated controlled-access toll roads owned or operated by the CCRMA.

### SECTION 1.2 DEFINITIONS & ACRONYMS

CCRMA or Authority	Cameron County Regional Mobility Authority
CCRMA Customer Service Center	The office of the CCRMA is available for assistance with account inquiries, disputes, and other tolling related issues. The contact information for the CCRMA Customer Service Center is as follows:  3461 Carmen Ave. Rancho Viejo, Texas 78575 Phone: (956) 621-5571 Email: support@ccrma.org
ETC	Electronic Toll Collection
Toll Tag	A device that records the usage of a vehicle using a toll road; usually adhered to the windshield of the vehicle, allowing motorists to drive non-stop through designated electronic toll collection lanes. (Toll Tags are a type of “transponder” pursuant to Sec. 370.178 of the Texas Transportation Code.)
TxDOT	Texas Department of Transportation
VTC	Video toll collection; a component of the ETC system that utilizes video images to generate a toll bill for customers without a Toll Tag.

### SECTION 1.3 EXEMPTION FROM TOLL PAYMENT


Users of CCRMA Toll Facilities shall be required to pay a toll unless they are exempt under applicable law or, subject to commitments contained in any CCRMA financing documents, determined to be exempt by the CCRMA Board of Directors. Owners or operators of exempt vehicles must contact the CCRMA Customer Service Center to register a license plate or provide a Toll Tag statement in order to receive an exemption, which shall be provided in the form of an exemption from incurrence of tolls or reimbursement for toll charges incurred.

- (a) **Emergency and Military Vehicles:** In accordance with the provisions of Secs. 370.177, 362.901 and 541.201 of the Texas Transportation Code, CCRMA will create technical procedures to ensure that authorized emergency vehicles, as well as state and federal military vehicles, are exempt from paying tolls on the CCRMA operated facilities.
- (b) **Public Transit Vehicles:** As authorized under the provisions of Sec. 370.177 of the Texas Transportation Code and to facilitate a multi-modal transportation system that ensures safe and efficient travel for all individuals in Cameron County, public transit vehicles with a carrying capacity of sixteen (16) or more individuals that are owned and/or operated by or on behalf of the Brownsville Urban System shall be exempt from paying tolls on CCRMA toll facilities.
- (c) **Disabled Veterans:** Section 372.053 of the Texas Transportation Code allows toll agencies the opportunity to reduce or eliminate the payment of tolls for vehicles displaying certain disabled veteran license plates. The CCRMA Board of Directors has determined that disabled military veterans are eligible for an exemption from the payment of tolls on CCRMA toll facilities for vehicles displaying eligible disabled veteran license plates. The CCRMA will provide complete reimbursement of incurred toll charges for qualified customers with a Toll Tag account.

## SECTION 1.4 TOLL RATES

### (a) **Toll Rates – SH 550**

The toll rates for SH 550, effective as of January 14, 2010, are set forth in the following table. SH 550 toll rates are subject to adjustment pursuant to the Market Valuation and the Toll Rate Escalation Methodology described below.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY											
		<b>TOLL RATES</b>									
		2 Axle Vehicles		3 Axle Vehicles		4 Axle Vehicles		5 Axle Vehicles		6 Axle Vehicles	
<b>SH 550 Toll Road</b>		Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM	Tag Rate	PBM
<b>Paredes Line Road</b>		\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
<b>Port Spur</b>		\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
<b>Direct Connector</b>		\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33
<b>Old Alice Road</b>		\$ 0.50	\$ 0.67	\$ 1.00	\$ 1.33	\$ 1.50	\$ 2.00	\$ 2.00	\$ 2.66	\$ 2.50	\$ 3.33

*PBM rates have an additional \$1.00 mail processing fee per invoice.*

### (b) **Toll Rate Escalation – SH 550**

Initial toll rates and toll rate escalation methodology were established under the Amended Market Valuation Agreement for the SH 550 Toll Project (“Amended Market Valuation”) between TxDOT and the CCRMA, effective February 4, 2010. The Amended Market Valuation established a base toll rate for the CCRMA system of a range from \$0.15 to \$0.20 per mile in 2008 dollars (the “Base Rate”).

The Toll Rate Escalation Methodology provides for an adjustment to be determined annually and within a range so that no annual increase may exceed the greater of the Texas State Gross Domestic Product per capita for the year immediately preceding the year of adjustment (“SGDP”) or the Consumer Price Index for the year immediately preceding the year of adjustment (“CPI”), but in no case less than 0. Any adjustment must be approved by the CCRMA Board of Directors.

**(c) Toll Rate Multipliers**

The following table sets forth the multipliers established under the Amended Market Valuation that will be used for various vehicle types:

Toll Rate Multipliers	
Cars and motorcycles	Base Rate x 1
Trucks	Base Rate x (Number of Axles – 1)

**(d) Toll Rates – Other Facilities**

Initial toll rates for other CCRMA facilities will be determined at the time such facilities are opened to traffic. Toll rate adjustments will be adopted and implemented pursuant to policies adopted by the CCRMA Board of Directors for that facility.

## **SECTION 1.5 TOLL INCENTIVES AND DISCOUNTS**

To encourage the use of CCRMA toll roads and to maximize the use of Toll Tags on CCRMA facilities, the CCRMA will offer customers incentives and discounts.

- (a) Discounts for Toll Tag Users:** Customers who pay their tolls using a Toll Tag will receive a discount equal to twenty five percent (25%) off of the toll amount charged to VTC customers.
- (b) Incentive Offers:** From time to time the CCRMA may conduct promotions or marketing activities that encourage drivers to use CCRMA toll roads and/or Toll Tag and/or reward customers for such use. Similarly, the CCRMA may approve clearly defined introductory periods upon the opening of a new toll facility in which the initial toll rate may be less than the actual toll rate in place at the conclusion of such introductory period.

Notwithstanding the preceding, the CCRMA may also adopt additional toll incentives or discounts in the sole discretion of the CCRMA Board of Directors.

## **SECTION 1.6 CUSTOMER SERVICE AND ACCOUNT POLICIES**

- (a) Toll Tag:** The CCRMA utilizes Fuego Tag as its primary Toll Tag, although it will support the use of other interoperable providers of Toll Tags. Fuego account set up, maintenance, and customer service will be provided through the CCRMA customer service center operated by CCRMA.

## SECTION 1.7 AUTOMATED ELECTRONIC TOLL COLLECTION

- (a) **No Cash Transactions:** To promote a safe, efficient, and effective toll collection system, the CCRMA utilizes all-electronic toll collection methods. Under these electronic toll collection (ETC) methods, accommodations for cash toll transactions are not provided. Rather, customers are encouraged to utilize a FuegoTag from the CCRMA customer service center or other Toll Tags that are interoperable with the CCRMA system.
- (b) **Video Toll Collection:** The video toll collection (VTC) component of the ETC system utilizes video license plate images for customers without a Toll Tag, with toll bills being generated from video images of the customer's license plate.

## SECTION 1.8 VIOLATIONS POLICY

- (a) **Establishment of Administrative Fees for Violations Enforcement Through Notices of Non- Payment.**

Section 370.177 of the Texas Transportation Code authorizes a regional mobility authority such as the CCRMA to impose and collect an Administrative Fee to recover the cost of collecting unpaid tolls (the "Administrative Fee"). The Administrative Fee cannot exceed \$100.00 per invoice. Subject to that limitation, the CCRMA will determine the amount of the Administrative Fee depending on how far in the collection process a delinquent account proceeds.

For unpaid tolls, an Administrative Fee of \$15.00 for the entire toll bill is assessed upon issuance of the first notice of non-payment, unless Toll Bill was not received due to an invalid DMV address, which shall be in addition to the tolls and fees that are otherwise due.

In the event payment is not received in connection with the first notice of non-payment, and a second notice of non-payment is sent, an additional \$15.00 Administrative Fee shall become due. Therefore, full payment of a second notice of non-payment will require the payment of \$30.00 in Administrative Fees, in addition to the actual tolls and fees due.

In the event payment is not received in connection with either the first or second notice of nonpayment, such account shall be considered for collection and an additional \$30.00 Administrative Fee shall become due and the cumulative Administrative Fee shall be \$60.00, in addition to the actual tolls and fees due.



The CCRMA Board recognizes that the amount of the Administrative Fee may require periodic revision when collection costs and associated matters are considered. Therefore, the CCRMA may periodically reevaluate collection costs and may revise the associated Administrative Fees accordingly. Administrative Fees may also be waived by the CCRMA Board in accordance with procedures that enhance collection efforts for tolls due by delinquent customers. Fees and tolls may only be disputed and refunded ninety (90) days after any notice is paid.

**(b) Publication of Nonpaying Vehicle Information:**

The CCRMA may publish a list of the names of the registered owners or lessees of vehicles who at the time of publication are liable for the payment of past due and unpaid tolls or Administrative Fees.

**(c) Violation Enforcement Strategies:**

If the collection process does not succeed in payment of the toll amount and corresponding fees owed, the registered owner of the vehicle may be referred for prosecution. An offense for failure or refusal to pay a toll under Sec. 370.177 of the Texas Transportation Code is a misdemeanor subject to a fine of up to \$250.00 for each offense.

If convicted of the offense, a violating customer may be liable for: (i) the unpaid toll amount and associated collection fees; (ii) a \$100 Administrative Fee *per offense* in lieu of the Administrative Fees which accrued during the toll bill process; (iii) court costs; and (iv) a fine of up to \$250.00.

In the prosecution of an offense under Sec. 370.177, proof that the vehicle passed through a toll collection facility without payment of the proper toll, together with proof that the defendant was the registered owner of the vehicle when the failure to pay occurred, establishes the nonpayment of the registered owner. The proof may be by testimony of a peace officer or CCRMA employee or representative, video surveillance, or any other reasonable evidence.

Under provisions of Sec. 370.177, there are certain exceptions to violation for failure to pay a toll regarding rental cars and vehicles sold but for which title has not been officially transferred by the applicable state agency. In addition, it is a defense to prosecution if the vehicle is stolen prior to the failure to pay a toll, but only if the theft is reported to the appropriate law enforcement agency within the required time period.

**(d) Procedures for Disputing Toll Violations:**

Customers may dispute an alleged failure to pay toll violation by contacting the CCRMA Customer Service Center by walk-in, telephone, regular mail, e-mail, or facsimile. The CCRMA may or may not determine that there is any merit to such a dispute and is not required to undertake any formal proceedings to make such determination.

(e) **Habitual Violators**

Subchapter C, Chapter 372, Texas Transportation Code, “Nonpayment of Tolls; Remedies” provides additional authority to enforce toll violations of certain customers who repeatedly refuse to pay toll charges.

In addition to any and all other available toll enforcement remedies, the CCRMA may initiate the enforcement actions set forth in this Section 1.8(e) against habitual violators. A “habitual violator” is a registered owner of a vehicle who the CCRMA Board of Directors determines was issued at least 2 written notices of non-payment that contained an aggregate of 100 or more events of nonpayment within a period of 1 year. The determination is subject to the defense that the vehicle was either subject to a lease at the time of the non- payment or it can be established that the vehicle had been stolen at the time of non- payment.

Upon making the determination that a person is a habitual violator, the CCRMA shall notify the person that they have been determined to be a habitual violator, and that they have thirty (30) days in which to request a hearing before the Justice of the Peace for Cameron County to contest that determination. The Justice of the Peace’s decision confirming the CCRMA’s determination of habitual violator status may be appealed to the Cameron County Court at Law not later than the 30th day after the date on which the decision was rendered. Failure to request a hearing, or the failure to appear for a hearing after one is requested, will result in the CCRMA’s determination of habitual violator status being deemed final and not appealable.

Once the CCRMA’s s determination of habitual violator status has been deemed final and not appealable, the CCRMA may report the habitual violator determination to the appropriate County Tax Assessor-Collector and/or to the Texas Department of Motor Vehicles and request that the habitual violator’s vehicle registration or renewal be refused until the habitual violator has satisfied their outstanding obligations. The CCRMA Board of Directors may also adopt an order prohibiting the operation of the habitual violator’s vehicle on a CCRMA toll project and shall mail notice of the order to the habitual violator. If the habitual violator operates a vehicle on a toll project in violation of the order of prohibition, the person commits Class C misdemeanor.

## **SECTION 1.9    PRIVACY AND SECURITY**

(a) **Cardholder Media Handling Policy**

All employees, contractors, and temporary agency employees are required to consistently protect cardholder data in accordance with Payment Card Industry- Data Security Standard (PCI-DSS) requirements as well as applicable state and federal law. CCRMA policies will be following *HCTRA Cardholder Policy Number: PL0054 (effective 3/31/09)* for the specifics of cardholder data handling.

**(b) Computer Systems Acceptable Use and Data Retention**

Email should be used only for legitimate CCRMA business. All emails, including those stored within PST file, are subject to the Texas Public Information Act. Brief and occasional e-mail messages of a personal nature may be sent and received if the use does not violate the policy standards following *HCTRA Email Policy Number: PL0052 (effective 2/12/09)*.

**(c) Computer Systems Acceptable Usage**

All computer users have the responsibility to use CCRMA computer resources in an efficient, effective, ethical, and lawful manner consistent with the rules and regulations following *HCTRA Computer Systems Acceptable Usage Policy Number: PL0032 (effective 11/6/02)*.

**(d) Protecting Storefront Devices**

Recognizing and preventing unauthorized access/use of CCRMA's system by protecting and securing devices (e.g., POS) that come into contact with sensitive data (e.g., credit card number). By ensuring the protection of our devices, this then ensures a safe environment for our customers' transactions following *HCTRA Customer Service Protecting Storefront Devices Policy Number: PR0206 (effective 4/6/22)*.

**(e) Incident Response**

All users are required to immediately, effectively, and orderly report computer, email, and/or data security incidents such as virus infections, hacker attempts, and break-ins, improper disclosure of confidential information to others, system service interruptions, breach of sensitive information, and other events with serious information security implications following *HCTRA Incident Response Plan Policy Number: IT2091-000 (effective 4/15/09)*.

## **ARTICLE II ROADWAY OPERATIONS POLICY**

### **SECTION 2.1 STATEMENT OF GENERAL POLICY**

Pursuant to Section 370.033(a)(12), Transportation Code, this Article of the Policies and Procedures adopts and establishes rules for the use of the CCRMA's toll facilities. These provisions are in addition to and an enhancement of the provisions of Subtitle C, Title 7, Transportation Code (the "Statutory Rules of the Road"). The CCRMA expressly adopts these provisions and those set forth in the Statutory Rules of the Road. To the extent any irreconcilable conflict arises between the provisions hereof and the Statutory Rules of the Road, the Statutory Rules of the Road shall control.

### **SECTION 2.2 SPEED LIMITS**

Subchapter H, Chapter 545, Transportation Code, "Speed Restrictions," governs speeds on highways in the State of Texas. Under Section 370.033, Transportation Code, the CCRMA may alter prima facie speed limits on its toll roads, provided the Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, are followed.

Guidelines established by the Texas Department of Transportation Procedures for Establishing Speed Zones, current edition, will be used in conducting Speed Zone Studies and establishing Speed Limits on CCRMA operated toll facilities. Generally, the data collected during the Speed Zone Studies are analyzed to determine the 85th Percentile Speed. The 85th Percentile Speed is the speed at which 85% of the traffic at a specific test site is traveling at or slower. The 85th Percentile Speed may serve as the basis for how the posted speed limit is determined.

To the extent that the maximum speed limit provided by law for a vehicle or class of vehicles is lower than the minimum speed limit established on a CCRMA operated toll facility, then such vehicle or class of vehicles shall observe the maximum speed limit provided by law. In no event shall a vehicle be driven in excess of the legal speed limit.

Maximum speeds within construction, transitional or reduced speed zones or during any period of adverse atmospheric or weather conditions shall be in accordance with signs displayed for such zones. All regulatory and zoning signs displayed on CCRMA operated toll facilities shall be obeyed.

Motor vehicles shall not be driven in excess of the mechanical limits of vehicles or tires. If traffic, weather, pavement or other conditions render the maximum allowable speed hazardous, the speed of motor vehicles shall be reduced consistent with such conditions.

### **SECTION 2.3 PARKING**

Parking or stopping of vehicles on any traffic lane, deceleration lane, acceleration lane or on any bridge is prohibited with exceptions provided for vehicles which become disabled, law enforcement activities and emergency situations. All wheels and projecting parts of a stopped vehicle or load shall be completely clear of the traffic lane.

During the period beginning 30 minutes after sunset and ending 30 minutes before sunrise or at any other time when insufficient light or unfavorable atmospheric or weather conditions require, any parked or disabled vehicle shall display illuminated parking and taillights or lighted flares to indicate its location.

Unnecessary parking or parking of vehicles for extended periods of time (in excess of 24 hours) is prohibited, and the driver of a disabled vehicle shall arrange for its prompt removal from CCRMA operated toll facilities.

For an offense under this section, it is presumed that the registered owner of the vehicle is the person who parked the vehicle at the time and place an offense under this section occurs.

## **SECTION 2.4 MEDIAN STRIP**

The median strip is the area between the entrance/exit ramps and main traffic lanes for the purpose of separating traffic. Crossing, driving, parking or stopping on the median strip is prohibited on any CCRMA toll facilities except as necessary for official maintenance, operational, law enforcement and emergency uses.

## **SECTION 2.5 NO U-TURN**

Except as specifically provided for as standard turnarounds, U-turns at any location on CCRMA operated toll facilities are prohibited with exceptions provided for official maintenance, operational, law enforcement and emergency responders.

## **SECTION 2.6 PEDESTRIANS**

Pedestrians are not permitted on the main-lane roadways, access ramps or any interchange of CCRMA toll facilities. Solicitation of rides or “hitchhiking”, panhandling, passing of handbills, displaying signs or attempting to sell merchandise is prohibited on CCRMA operated toll facilities. Loitering on any CCRMA property is prohibited.

## **SECTION 2.7 PROHIBITED MODES OF TRANSPORTATION**

No person shall operate any of the following on any main-lane roadway, main-lane shoulder, or access ramp operated by the CCRMA:

- Animal drawn vehicles;
- Animals - led, ridden or driven;
- Vehicles loaded with animals or poultry not properly confined;
- Vehicles with flat pneumatic tires;
- Vehicles in the charge of intoxicated or otherwise incapacitated operators;
- Vehicles with improperly secured loads which may shift or litter the highway;
- Vehicles with metal tires or which have solid tires worn to metal;
- Farm implements;
- Disabled vehicles in tow by tow-rope or chain;

- Rollers, graders, power shovels, tractors or other construction or farm equipment, either self-propelled or in tow of another vehicle, unless such equipment is either (1) truck mounted, and such truck can be operated at a minimum speed of 45 miles per hour while traveling on the main-lane roadways of CCRMA operated toll roads, weather and road conditions permitting, or (2) owned or controlled by the CCRMA or by any contractor in connection with the performance of work authorized by the CCRMA; or
- Vehicles exceeding the maximum weights allowed on State Highways under the motor vehicles laws of the State of Texas in effect from time to time. Additionally, vehicles including any load thereon exceeding the following maximum dimensions are prohibited:

Height	14 feet 6 inches
Width	8 feet 6 inches
Length	The maximum allowable lengths permitted on Interstate highways and other controlled access roadways in Texas pursuant to the motor vehicle laws of the State of Texas, as in effect from time to time,

## **SECTION 2.8 EVASION OF TOLLS**

Entering or leaving CCRMA operated toll facilities or any part of its right of way except through the regular tolled lanes or entrance and exit points or committing any act with intent to defraud or evade incurrence of payment of tolls is prohibited.

## **SECTION 2.9 STATE LAWS**

All laws, rules and regulations in the State of Texas pertaining to the use of public highways and policing thereof, including but not limited to the Statutory Rules of the Road, shall apply to CCRMA operated toll roads, except insofar as they may be supplemented by this policy document.

## **SECTION 2.10 PENALTIES**

Any violation of a provision of this Article II shall be deemed an offense as defined in the Statutory Rules of the Road and shall be subject to prosecution and penalties as set forth in the Statutory Rules of the Road.

## **SECTION 2.11 BICYCLES, MOPEDS, AND MOTOR-DRIVEN CYCLES**

Bicycles or tricycles, with or without motors, motor-driven cycles (but not including motorcycles as defined in Section 541.201 of the Transportation Code), including motor scooters, and mopeds, are not permitted on the main-lane roadways or main-lane shoulders of CCRMA toll facilities at any time.

**2-N      CONSIDERATION AND APPROVAL OF SUBSTANTIAL COMPLETION AND  
FINAL PAYMENT TO AMERICAN CONTRACTING USA, INC. FOR ROOFING  
IMPROVEMENTS ON THE CCRMA ADMINISTRATION BUILDING AND  
APPROVAL OF RELEASE OF CHECK.**



## Application and Certificate for Payment

<b>TO OWNER:</b> Cameron County RMA 3461 Carmen Ave. Rancho Viejo, TX 78575	<b>PROJECT:</b> Roofing Improvements for Cameron County Regional Mobility Authority	<b>APPLICATION NO:</b> FINAL <b>PERIOD TO:</b> 08/22/2024 <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> / /	<b>Distribution to:</b> OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> American Contracting USA, Inc. 1606 S. Reynolds Rio Hondo, TX 78583	<b>VIA ARCHITECT:</b> N/A		

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 144,452.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 34,000.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 178,452.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 178,452.00
<b>5. RETAINAGE:</b>	
a. 0 % of Completed Work (Columns D + E on G703)	\$ 0.00
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE .....	\$ 178,452.00
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 162,231.50
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 16,220.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 34,000.00	\$
Total approved this month	\$	\$
TOTAL	\$ 34,000.00	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: American Contracting USA, Inc.

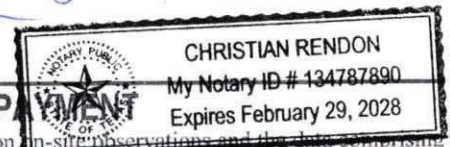
By: Leticia Baucenas  
 State of: Texas

Date: 08/22/24

County of: Cameron

Subscribed and sworn to before  
 me this

22nd day of August 2024  
 Notary Public: Christal Rendon  
 My commission expires: February 29, 2028



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on in-situ observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 16,220.50  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** consultant

By: Richard L. Garcia Date: 8/26/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**



**Roofing Improvements  
for Cameron County Regional  
Mobility Authority Project  
Schedule of Values**

**CONTINUATION SHEET****AIA DOCUMENT G703**

(INSTRUCTIONS ON REVERSE SIDE) Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: FINAL

APPLICATION DATE: 8/22/2024

In tabulations below, amounts are stated to the nearest dollar

PERIOD TO / FROM:

Use Column I on contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUES	D WORK COMPLETED FROM PREVIOUS (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D+E+F)	(G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 0%
<b>CCRMA</b>									
1	General Conditions	\$29,630.00	\$29,630.00	\$0.00	\$0.00	\$29,630.00	100%	\$0.00	\$0.00
2	Storage Container	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
3	Portable	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
4	Equipment	\$3,800.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00	100%	\$0.00	\$0.00
5	Bonds	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$0.00
6	Insurances	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$0.00
7	Mobilization	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
8	Dumpsters	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100%	\$0.00	\$0.00
9	Roofing Materials	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100%	\$0.00	\$0.00
10	Roofing Labor	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
11	Sheet Metal: Material	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$0.00
12	Sheet Metal: Labor	\$8,000.00	\$6,400.00	\$1,600.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
16	Warranty	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$0.00
17	Demobilization	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100%	\$0.00	\$0.00
18	Contingency Allowance	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
19	Change Order #01	\$34,000.00	\$32,640.00	\$1,360.00	\$0.00	\$34,000.00	100%	\$0.00	\$0.00
20	Original Contract Material & Labor Reconciliation	\$4,722.00	\$0.00	\$4,722.00	\$0.00	\$4,722.00	100%	\$0.00	\$0.00
	<b>TOTAL:</b>	<b>\$178,452.00</b>	<b>\$170,770.00</b>	<b>\$7,682.00</b>	<b>\$0.00</b>	<b>\$178,452.00</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>

**2-O     CONSIDERATION AND APPROVAL OF AMENDMENT NO. 1 TO CONTRACT  
BETWEEN THE TEXAS DEPARTMENT OF MOTOR VEHICLES AND THE  
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR THE  
PROCESSING OF TOLL TRANSACTIONS.**

Amendment No. 1 to TEXAS MOTOR VEHICLE RECORDS DATA CONTRACT

This is Amendment No. 1 to the Contract between the Texas Department of Motor Vehicles ("TxDMV") and Cameron County Regional Mobility Authority ("Recipient"), each a "Party" and collectively the "Parties." The Parties agree to modify the Contract as follows:

1. Data product(s) designated in the original contract.

DELETION of the following data product(s):

- ☐ MVInet ☒ Batch Inquiry ☐ Master File ☒ Weekly Updates  
☒ eTAG File ☐ Special Plates File ☐ Dealer Supplemental File

All other terms and conditions of this Contract not specifically modified by this Amendment No. 1 remain in full force and effect. In the event of a conflict between this Amendment No. 1 and any other contract documents, the contract documents will control in the following order except as expressly stated otherwise in this Contract:

1. Amendment No. 1;
2. The original Contract between the Parties.

This Amendment No. 1 is effective on the date of the last signature of the Parties.

Texas Department of Motor Vehicles

Signature

Roland D. Luna, Sr.

Printed Name

Deputy Executive Director

Title

Date

Cameron County Regional Mobility Authority

Signature

Pete Sepulveda, Jr.

Printed Name

Exec Director

Title

August 29, 2024

Date