



## IMPROVING MORE THAN JUST ROADS

POSTED ON WEB  
08/22/2025  
AT 10:45 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 28, 2025

12:00 PM

### PUBLIC COMMENTS:

#### 1. Public Comments.

### ITEMS FOR DISCUSSION AND ACTION:

#### 2. Action Items.

- A. Consideration and Approval of the July 24, 2025, Regular Meeting Minutes.
- B. Acknowledgement of Claims.
- C. Approval of Claims.
- D. Consideration and Approval of the Financial Statements and Budget Amendments for the Month of July 2025.
- E. Consideration and Approval of a Memorandum of Understanding between Cameron County Regional Mobility Authority and Linebarger Goggan Blair & Sampson, LLP.
- F. Consideration and Approval of the Fiscal Year 2025 External Audit Engagement Letter with Burton, McCumber & Longoria, LLP.
- G. Consideration and Approval of Payment of Invoice and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project, Anahuac Infrastructure LLC for the SH 550 Maintenance Project, Kapsch Change Order 14, Change Order 15 and Change Order 16 for SH 550 Maintenance.
- H. Consideration and Approval of a Resolution in Support of the US 77 Woodsboro-Refugio Improvement Project.
- I. Consideration and Approval of an Interlocal Agreement between Cameron County and the Cameron County Regional Mobility Authority for Administrative Services.

- J. Consideration and Approval of an Amended Interlocal Agreement Between the Cameron County Regional Mobility Authority and City of San Benito for the Stenger Road Sidewalk Project.**
- K. Consideration and Approval of the Amended Cameron County Regional Mobility Authority Personnel Policies & Procedures.**
- L. Consideration and Approval to Award RFP No. 2025-002 Financial Management and Accounting Software.**
- M. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority.**
- N. Consideration and Approval of Change Order No. 2 to the Construction Contract between the Cameron County Regional Mobility Authority and Ziwa Corporation for the Los Indios Land Port of Entry Export Dock Renovation.**
- O. Consideration and Approval of Work Authorization No. 7 with R.R.P. Consulting Engineers, L.L.C. for Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project.**
- P. Consideration and Approval of Supplemental Work Authorization No. 2 to Work Authorization No. 6 with GDJ Engineering, LLC for MPO Assistance and Planning Purposes.**
- Q. Consideration and Approval of Work Authorization No. 11 with GDJ Engineering LLC, for the Stuart Place Road Preliminary Engineering Report.**
- R. Consideration and Approval of Work Authorization No. 12 with GDJ Engineering LLC, for the CCRMA Proposed Parking Lot Expansion Project.**
- S. Consideration and Approval of Work Authorization No. 3 with R.R.P. Consulting Engineers, L.L.C. for the Flor de Mayo Project.**
- T. Consideration and Approval of the Fiscal Year 2026 Holiday Schedule.**
- U. Consideration, Approval, and Authorization for CCRMA Staff to Submit the Section 129 Report.**
- V. Consideration and Acknowledgment that all Cameron County Regional Mobility Authority Employees have taken the Cyber Security Training as Required by HB 3834.**
- W. Consideration and acknowledgement of Substantial Completion of the CCRMA Tolls Operations Building Door Improvements.**
- X. Discussion and Possible Action Regarding the Status of the Cameron County Regional Mobility Authority Projects.**

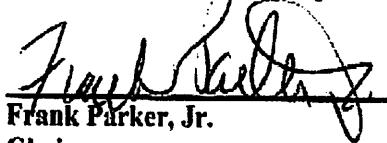
**Y. Discussion and Possible Action Regarding the Status of the Los Indios Land Port of Entry Export Dock Renovation Project.**

**Z. Discussion and Possible Action Regarding the Status of the SH 550 Maintenance Project.**

**AA. Discussion and Possible Action Regarding the Cameron County Regional Mobility Authority Budget for Fiscal Year 2026.**

**ADJOURNMENT:**

Signed this 22<sup>nd</sup> day of August 2025



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 24, 2025 REGULAR  
MEETING MINUTES.**

**THE STATE OF TEXAS** §  
**COUNTY OF CAMERON** §

**BE IT REMEMBERED** on the 24th day of July 2025, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

## THE BOARD MET AT:

## PRESENT:

12:00 P.M.

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

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

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

**AL VILLARREAL  
TREASURER**

**MARK ESPARZA**  
**DIRECTOR**

**LEO R. GARZA  
DIRECTOR**

**ALBERT GARZA, III**  
**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 21<sup>st</sup> day of July 2025 at 8:00 A.M.

## **PUBLIC COMMENTS**

## 1 PUBLIC COMMENTS

None.

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## **ACTION ITEMS**

### **2-A Consideration and Approval of the June 26, 2025 Regular Meeting Minutes.**

Secretary Nelson moved to approve the June 26, 2025, Regular Meeting Minutes. The motion was seconded by Director Esparza and carried unanimously.

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

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

Director Esparza moved to acknowledge the Claims as presented. The motion was seconded by Director Leo Garza 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 an additional claim for the following: RRP Consulting Engineers, LLC Inv. #U276.331-10 for Whipple Road in the amount of \$39,494.91. Staff recommended approval.

Director Esparza moved to approve the Claims as presented with the additional claim read in. The motion was seconded by Director Leo Garza and carried unanimously.

**The Claims are as follows:**

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### **2-D Consideration and Possible of the Financial Statements and Budget Amendments for the Month of June 2025.**

Mr. Victor Barron, RMA Chief Financial Officer, went over the Financial Statement and Budget Amendments for the month of June 2025. Mr. Barron also went over the Toll Operation report for the month of June 2025.

Treasure Villarreal moved to approve the Financial Statements and Budget Amendments for the month of June 2025. The motion was seconded by Director Leo Garza and carried unanimously.

**The Financials are as follows:**

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**2-E Consideration and Approval of Payment of Invoice and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and for Anahuac Infrastructure, LLC for the SH 550 Maintenance Project.**

Mr. Victor Barron, RMA Chief Financial Officer, advised the board of the need to approve the Invoice and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and for Anahuac Infrastructure, LLC for the SH 550 Maintenance Project. Mr. Barron advised the board of Pay App #6 in the amount of \$132,816.63 for ZIWA Corporation. Staff recommended approval.

Secretary Nelson moved to approve of the Payment of Invoices and Release of Check to ZIWA Corporation for the Free Trade Bridge (Los Indios) Port of Entry Export Building Renovation Donation Acceptance Program Project and for Anahuac Infrastructure, LLC for the SH 550 Maintenance Project. The motion was seconded by Director Esparza and carried unanimously.

**2-F 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 with the Buy Board Interlocal Cooperative Purchasing Agreement. Mr. Sepulveda further advised this Cooperative Agreement is already in place and renewed yearly. Staff recommended approval.

Treasurer Villarreal moved to approve the continued participation in the Buy Board Interlocal Cooperative Purchasing Agreement. The motion was seconded by Secretary Nelson and carried unanimously.

**2-G 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 with the Choice Partners Interlocal Cooperative Purchasing Agreement. Mr. Sepulveda further advised this Cooperative Agreement is already in place and renewed yearly. Staff recommended approval.

Treasurer Villarreal moved to approve the continued participation in the Choice Partners Interlocal Cooperative Purchasing Agreement. The motion was seconded by Secretary Nelson and carried unanimously.

**2-H Consideration and Authorization to Participate 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 with the Region VIII-Education Service Center (TIPS) Texas Interlocal Cooperative Purchasing System Agreement. Mr. Sepulveda further advised this Cooperative Agreement is already in place and renewed yearly. Staff recommended approval.

Treasurer Villarreal moved to approve the continued participation in the Region VIII-Education Service Center (TIPS) Texas Interlocal Cooperative Purchasing System Agreement. The motion was seconded by Secretary Nelson and carried unanimously.

**2-I Consideration and Authorization to Participate in the Omnia Partners Cooperative Purchasing Agreement.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to continue participation with the Omnia Partners Cooperative Purchasing Agreement. Mr. Sepulveda further advised this Cooperative Agreement is already in place and renewed yearly. Staff recommended approval.

Treasurer Villarreal moved to approve the continued participation in the Omnia Partners Cooperative Purchasing Agreement. The motion was seconded by Secretary Nelson and carried unanimously.

**2-J Consideration and Approval of Recommendation of Highest Ranked General Engineering Consultant Proposal for Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, advised the board of the need to approve the Highest Ranked General Engineering Consultant Proposal for Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project. Mr. Sepulveda further advised that two proposals were submitted, one from RRP Consulting Engineers, LLC and one from HDR Engineers, both were interviewed, evaluated and staff came up with a recommendation. Mr. Sepulveda also advised that funding for the project was previously approved through an Interlocal Agreement with the County. Staff recommended awarding the project to RRP Consulting Engineers, LLC and enter into contract negotiations.

Director Esparza moved to approve the Highest Ranked General Engineering Consultant Proposal for Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project. The motion was seconded by Director Leo Garza and carried unanimously.

**2-K Consideration and Approval of Change Order Number 14 with Kapsch for SH 550 DVR and DVAS Camera Replacement.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Change Order Number 14 with Kapsch for SH 550 DVR and DVAS Camera Replacement. Mr. Davila further advised that this change order was for the upgrades of the cameras and servers that collect all the images of each transaction being captured. He further advised that this change order goes hand in hand with the other changes orders being presented. Staff recommended approval.

Director Esparza moved to approve Change Order Number 14 with Kapsch for SH 550 DVR and DVAS Camera Replacement. The motion was seconded by Director Leo Garza and carried unanimously.

**The Change Order is as follows:**

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**2-L Consideration and Approval of Change Order Number 15 with Kapsch for SH 550 Point to Point Network Hardware Upgrade.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Change Order Number 15 with Kapsch for SH 550 Point to Point Network Hardware Upgrade. Mr. Davila

further advised that this change order was to upgrade the point-to-point network which routes the transactions from the main IOP building to the data service locations for proper communication. Staff recommended approval.

Director Esparza moved to approve Change Order Number 15 with Kapsch for the SH 550 Point to Point Network Hardware Upgrade. The motion was seconded by Director Leo Garza and carried unanimously.

**The Change Order is as follows:**

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**2-M Consideration and Approval of Change Order Number 16 with Kapsch for SH 550 Host Hardware Upgrade & Secondary Implementation.**

Mr. Eric Davila, RMA Chief Development Engineer, advised the board of the need to approve Change Order Number 16 with Kapsch for SH 550 Host Hardware Upgrade & Secondary Implementation. Mr. Davila further advised that the host hardware and secondary implementation servers have been there since the inception of the toll road and are in need of an upgrade. Staff recommended approval.

Director Esparza moved to approve Change Order Number 16 with Kapsch for SH 550 Host Hardware Upgrade and Secondary Implementation. The motion was seconded by Director Leo Garza and carried unanimously.

**The Change Order is as follows:**

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**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Leo Garza and seconded by Director Mark Esparza and carried unanimously, the meeting was **ADJOURNED** at 12:38 P.M.

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**CHAIRMAN FRANK PARKER, JR.**

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

**2-B     ACKNOWLEDGEMENT OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims August 21, 2025

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CheckMark	1190548 7/25	\$ 74.00	TimeClock Service July 2025	Indirect	Y	Local	Ope
CNA Surety	72236203 9/25-9/27	323.75	CNA Surety LG Bond#72236203 9/25-9/27	Indirect	Y	Local	Ope
Lily Anne Garcia	Travel LG HCTRA	54.71	Travel Expense LG Aug 2025 HCTRA	Indirect	Y	Local	Ope
		<u>452.46</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bernard's Electric, LLC	572742	\$ 5,850.00	Replace A/C at Tolls Bldg 4 Ton Carrier	Indirect	Y	Local	Tolls
Lily Anne Garcia	Travel LG HCTRA	30.87	Travel Expense LG Aug 2025 HCTRA	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1100024252	120.33	Address and Name Lookup Sept 2024	Indirect	Y	Local	Tolls
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 8/25	374.00	Storage Unit# 923 August 2025- Reissue payment	Indirect	Y	Local	Tolls
Public Utilities Board	588837 8/25	189.65	Electricity 180042 SH550 LOC Aug 2025	Port Spur - SH550	Y	Local	Tolls
		<u>6,564.85</u>					
Ope		452.46					
Tolls		<u>6,564.85</u>					
Total Transfer		<u>7,017.31</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

M. R. Ibarra 8.21.25

Victor J. Barron,  
Chief Financial Officer

V. J. Barron 8.21.25

Pete Sepulveda Jr.,  
Executive Director

P. Sepulveda 8.22.25



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims August 14, 2025

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alejandro Garcia	Travel AG Jul 2025	\$ 475.30	Travel July 2025 AG	Indirect	Y	Local	Ope
Lone Star Shredding	2008919	157.50	Shredding Services July 2025	Indirect	Y	Local	Ope
Document Storage							
PEDRO SEPULVEDA JR.	Travel PSJ Jul 2025	1,244.35	Travel PSJ July 2025	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	91	15,000.00	Consulting Services July 2025	Indirect	Y	Local	Ope
RingCentral, Inc.	CD_001182546	382.29	Phone Systems Aug 2025	Indirect	Y	Local	Ope
Rentfro, Irwin, & Irwin, P.L.L.C	3203	2,015.62	Legal Services July 2025	Indirect	Y	Local	Ope
Charter Communications	185525901080125	774.06	Internet/Phones Admin-Tolls Aug 2025	Indirect	Y	Local	Ope
		<u>20,049.12</u>					

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Aflac	998714	\$ 382.77	Employee Supplemental Insurance Aug 2025	Indirect	Y	Local	Tolls
Fagan Consulting LLC	BOS-2507	1,239.55	Back Office System Transition Support July 2025	Indirect	Y	Local	Tolls
JAI, Inc	117935	2,801.59	Repair Items for SH550 Toll Road Gantries	Indirect	Y	Local	Tolls
LexisNexis Risk Solutions FL Inc	1100181572	123.94	Address and Name Lookup July 2025	Indirect	Y	Local	Tolls
Matus Contractor Company	920	10,474.00	Grass, Herbicide and Garbage Alton Gloor & Sh48	Indirect	Y	Local	Tolls
RingCentral, Inc.	CD_001182546	354.37	Phone Systems Aug 2025	Indirect	Y	Local	Tolls
Rentfro, Irwin, & Irwin, P.L.L.C	3203	2,181.88	Legal Services July 2025	Indirect	Y	Local	Tolls
Charter Communications	185399301080125	590.94	Ethernet Intrastate 2129 Fm 511 Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
Charter Communications	185525901080125	774.06	Internet/Phones Admin-Tolls Aug 2025	Indirect	Y	Local	Tolls
Charter Communications	239414901080125	590.94	Ethernet Intrastate 7301 Metropolis Dr Aug 2025	Direct Connectors - SH550	Y	Local	Tolls
		<u>19,514.04</u>					
Ope		20,049.12					
Tolls		<u>19,514.04</u>					
Total Transfer		<u>39,563.16</u>					

Reviewed by:

Monica R. Ibarra,  
AccountantM R Ibarra 8.14.25Victor J. Barron,  
Chief Financial OfficerV J Barron 8.14.25Pete Sepulveda Jr.,  
Executive DirectorPete Sepulveda Jr. 8.14.25



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Claims August 11, 2025

## Operations

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1GWR-N9GG-4QLJ	\$ 380.02	Office Supplies/Furniture Admin-Tolls July 2025	Indirect	Y	Local	Ope
Culligan of the Rio Grande Valley	320895 7/25	26.97	Bottled Water Delivery July 2025	Indirect	Y	Local	Ope
GDJ Engineering	2025-115	9,009.62	MPO Proj July 2025	Indirect	Y	Local	TRZ
JWH and Associates, Inc.	1725	2,000.00	North Railroad Alternative July 2025	North Rail Relocation	Y	Local	TRZ
JWH and Associates, Inc.	1825	1,000.00	Gateway Bridge Pedestrian Bridge July 2025	CC - Gateway Bridge	Y	Local	TRZ
MPark Consulting, LLC	9	1,838.44	Professional Services July 2025	Indirect	Y	Local	Ope
MPC Studios, Inc	35688	334.00	Website Hosting Aug 2025	Indirect	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2716.222-24	4,402.97	East Loop PS&E, Geo, Utilities WA 22 June 2025	SH 32 (East Loop)	Y	Local	TRZ
Verizon Wireless	6119285452	75.98	Verizon July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007806 7/25	38.01	Water & Wastewater Ste 7 July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030007907 7/25	37.33	Water & Wastewater Ste 6 July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008005 7/25	37.08	Water & Wastewater Ste 4 July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008105 7/25	36.92	Water & Wastewater Ste 3 July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008306 7/25	36.83	Water & Wastewater Ste 8 July 2025	Indirect	Y	Local	Ope
Valley Municipal Utility District	2030008406 7/25	36.76	Water & Wastewater Ste 5 July 2025	Indirect	Y	Local	Ope
<hr/>				19,290.93			

## 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.	U2716.222-24	\$ 5,887.32	East Loop PS&E, Geo, Utilities WA 22 June 2025	SH 32 (East Loop)	Y	Local	Restri
GDJ Engineering	2024-250	1,437.00	Los Fresnos Sidewalk Proj Nov 2024	COLF Side Walk	Y	Local	Restri
		<u><b>7,324.32</b></u>					

Tolls							
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Amazon Capital Services	1GWR-N9GG-4QLJ	\$ 1,439.12	Office Supplies/Furniture Admin-Tolls July 2025	Indirect	Y	Local	Tolls
Culligan of the Rio Grande Valley	320895 7/25	57.95	Bottled Water Delivery July 2025	Indirect	Y	Local	Tolls
NSA Property Holdings LLC d/b/a Move It Storage-Los Fresnos	Unit #923 8/25	374.00	Storage Unit# 923 August 2025	Indirect	Y	Local	Tolls
Public Utilities Board	600710 7/25	216.30	Electricity 1100 Fm 511 Hwy July 2025	Direct Connectors - SH550	Y	Local	Tolls
Verizon Wireless	6119285452	75.98	Verizon July 2025	Indirect	Y	Local	Tolls
Valley Municipal Utility District	3010066802 7/25	54.41	Water & Wastewater Tolls July 2025	Indirect	Y	Local	Tolls
Xtreme Security	111300	125.94	Service Call Per Hr Replacement of Sensor	Indirect	Y	Local	Tolls
		<u>2,343.70</u>					
Ope		19,290.93					
Interlocal Agree		7,324.32					
Tolls		<u>2,343.70</u>					
Total Transfer		<u>28,958.95</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

Monica R. Ibarra 8-11-25

Victor J. Barron,  
Chief Financial Officer

Victor J. Barron 8-11-25

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 8-11-25



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims July 30, 2025

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Bernard's Electric, LLC	572740	\$ 380.00	Repair of A/C in the meeting room	Indirect	Y	Local	Ope
Diamante Super Clean	37	850.00	Janitorial Services July 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252030057408906	63.69	Electricity Ste 7 July 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252030057408907	127.17	Electricity Ste 3 July 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252030057408908	40.51	Electricity Ste 5 July 2025	Indirect	Y	Local	Ope
Direct Energy Business, LLC	252030057408909	96.28	Electricity Ste 4 July 2025	Indirect	Y	Local	Ope
Lily Anne Garcia	Travel LGF Jul 2025	120.76	Travel Reimbursement & Misc LGF July 2025	Indirect	Y	Local	Ope
NRG Energy, Inc	119012425682	89.33	Electricity Ste 8 July 2025	Indirect	Y	Local	Ope
Pathfinder Public Affairs, Inc	90	15,000.00	Consulting Services June 2025	Indirect	Y	Local	Ope
Republic Services	0863-002767238	144.64	Waste Container Aug 2025	Indirect	Y	Local	Ope
Staples Business Credit	7006191371	72.78	Office Supplies Admin July 2025	Indirect	Y	Local	Ope
<u>16,985.16</u>							

## Tolls

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CDW Government LLC, CDW Government	AE9E19M	\$ 1,867.20	Tripp 1000VA UPS Smart LCD 120V TWR	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	252030057408910	399.00	Electricity Tolls July 2025	Indirect	Y	Local	Tolls
Direct Energy Business, LLC	252050057426756	240.56	Electricity 570 Fm 511 July 2025	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252050057426757	393.53	Electricity 1895 Fm 511 #1 July 2025	FM1847 - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252050057427900	151.06	Electricity 1505 Fm 511 July 2025	Direct Connectors - SH550	Y	Local	Tolls
Direct Energy Business, LLC	252050057427901	114.15	Electricity 1705 Fm 511 July 2025	Direct Connectors - SH550	Y	Local	Tolls
Matus Contractor Company	913	750.00	Asphalt Liter Clean Up Hwy550 1,2,3	Indirect	Y	Local	Tolls
PEDRO SEPULVEDA JR.	Travel PSJ CAAAREM	3,488.11	Travel Reimbursement PSJ for CAAAREM	Indirect	Y	Local	Tolls
Port Isabel Chamber of Commerce	10th Causeway Run	2,500.00	10th Annual Summer Causeway Run 2025	Indirect	Y	Local	Tolls
Prisciliano Delgado	10642	250.00	Lawn Care Services Jul 2025	Indirect	Y	Local	Tolls
		<u>10,153.61</u>					
Ope		16,985.16					
Tolls		<u>10,153.61</u>					
Total Transfer		<u>27,138.77</u>					

Reviewed by:

Monica R. Ibarra,  
AccountantM. R. Ibarra 7.30.25Victor J. Barron,  
Chief Financial OfficerV. J. Barron 7.30.25Pete Sepulveda Jr,  
Executive DirectorP. Sepulveda Jr. 7.30.25



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims July 23, 2025

<b>Operations</b>							
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Alert Termite & Pest Control Co	10692	\$ 55.00	Pest Control July 2025	Indirect	Y	Local	Ope
American Express	AMEX Jul 2025	7,965.43	Credit Card Charges July 2025	Indirect	Y	Local	Ope
CheckMark	119054 6/25	69.00	Time Clock June 2025	Indirect	Y	Local	Ope
Gexa Energy, LP	30554293	77.92	Electricity Ste 6 July 2025	Indirect	Y	Local	Ope
GDJ Engineering	2025-097	9,009.62	MPO Project June 2025	Indirect	Y	Local	TRZ
MPark Consulting, LLC 7		1,040.20	Professional Services May	Indirect	Y	Local	Ope
MPark Consulting, LLC 8		1,891.75	Professional Services June	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel PSJ Jun 2025	1,047.97	Travel Reimbursement PSJ June 2025	Indirect	Y	Local	Ope
PEDRO SEPULVEDA JR.	Travel CJ PSJ 7.21.2	535.38	Travel Carl Johnson PSJ 7.21.25	Indirect	Y	Local	Ope
Toshiba Financial Services	560515595	278.14	Admin Printer Aug 2025	Indirect	Y	Local	Ope
Union Pacific Railroad Company	90146108	2,565.01	Harlingen Rail Improvements Jan-Feb 2025	North Rail Relocation	Y	Local	TRZ
Union Pacific Railroad Company	90146108	9,771.44	Harlingen Rail Improvements Jan-Feb 2025	North Rail Relocation	Y	Local	Ope
		<u>34,306.86</u>					

**Interlocal Agreement**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Pathfinder Public Affairs, Inc	88-B	\$ 10,000.00	Consulting Services ILA April 2025	CC - Consulting Services PF	Y	Local	Ope
Pathfinder Public Affairs, Inc	89-B	10,000.00	Consulting Services ILA May 2025	CC - Consulting Services PF	Y	Local	Ope
		<u>20,000.00</u>					

Tolls								
Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account	
Alert Termite & Pest Control Co	10692	\$ 55.00	Pest Control July 2025	Indirect	Y	Local	Tolls	
American Express CBP Explorer Post 3103	AMEX Jul 2025 CBP Sponsor 2025	302.91 1,500.00	Credit Card Charges July 2025 Sponsorship US Customs and Border Protection CBP Explorer Po	Indirect	Y	Local	Tolls	
CDW Government LLC, CDW	AE8P61U	1,301.58	HP Toner Supplies Tolls	Indirect	Y	Local	Tolls	
Fagan Consulting LLC	BOS-2506	1,985.19	Back Office System Support June 2025	Indirect	Y	Local	Tolls	
Matus Contractor Company	909	7,718.00	Grass, Garbage, Herbicide Paredes Line to Alton Gloor	Indirect	Y	Local	Tolls	
North American Development Bank	Gold Level	5,000.00	Sponsorship for NDA Bank Summit- Gold Level	Indirect	Y	Local	Tolls	
		<u>17,862.68</u>						
Ope		34,306.86						
Interlocal Agree		20,000.00						
Tolls		<u>17,862.68</u>						
Total Transfer		<u>72,169.54</u>						

Reviewed by:

Monica R. Ibarra,  
Accountant

Monica R. Ibarra 7.23.25

Victor J. Barron,  
Chief Financial Officer

Victor J. Barron 7.24.25

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr 7.24.25



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
Claims July 21, 2025

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
CAAAREM	Congresso 2025	\$ 10,000.00	Participation Congresso 2025	Indirect	Y	Local	Ope
		<u>10,000.00</u>					
Ope		<u>10,000.00</u>					
Total Transfer		<u>10,000.00</u>					

Reviewed by:

Monica R. Ibarra,  
Accountant

Monica R. Ibarra, 7.21.25

Victor J. Barron,  
Chief Financial Officer

Victor J. Barron, 7.21.25

Pete Sepulveda Jr,  
Executive Director

Pete Sepulveda Jr, 7.23.25

**2-C APPROVAL OF CLAIMS.**



**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOD Claims August 28, 2025**

**Operations**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Ahahuac Infrastructure LLC	App No 1	\$ 63,616.77	SH550 2025-1 July 2025	SH 550	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA1-01	34,065.29	SH 550 Side Slope Emergency Repair WA1 February 2025	SH 550	Y	Local	Bond Pro
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA2-04	112,097.52	Outer Parkway APD/SPI WA 2 Outer Parkway June 2025	Outer Parkway APD/SPI WA 2 Outer Parkway	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA6-01	69,248.80	SH 550 Bridge Maintenance WA6 July 2025	SH 550	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.334-13	30,000.00	Flor de Mayo WA 34 July 2025	Flor De Mayo Bridge	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.339-16	19,771.96	SH 48 Master Plan WA 39 July 2025	SH 48	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.441-12	20,122.47	South Parallel Corridor Phase III WA 41 June 2025	South Parallel Corridor	Y	Local	TRZ
R.R.P. Consulting Engineers, L.L.C.	U2716.500-27	8,000.00	East Loop APD WA 5 June 2025	SH 32 (East Loop)	Y	Local	TRZ
Texas County District Retirement System	TCDRS Jul- Aug 2025	17,664.42	TCDRS July-August 2025	Indirect	Y	Local	Ope
TML Health Benefits Pool	PCAMERO62509	13,671.78	TML Health Benefits September 2025	Indirect	Y	Local	Ope
Texas Windstorm Insurance Association	0015822301	9,732.00	Windstorm Insurance Policy FY2025	Indirect	Y	Local	Ope
Union Pacific Railraod Co	90148741	7,365.96	Harlingen Bypass April 2025-July 2025	North Rail Relocation	Y	Local	TRZ
Union Pacific Railraod Co	90148741	28,060.80	Harlingen Bypass April 2025-July 2025	North Rail Relocation	Y	Local	Ope
		<u>433,417.77</u>					

**Interlocal Agreements**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
GDJ Engineering	2025-119	\$ 132,561.87	Dana Rd Proj July 2025	Dana Rd	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	TX2434.WA2-04	80,461.27	Outer Parkway APD/SPI WA 2 June 2025	Outer Parkway	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.334-13	89,277.73	Flor de Mayo WA 34 July 2025	Flor De Mayo Bridge	Y	Local	Restri
R.R.P. Consulting Engineers, L.L.C.	U2716.500-27	10,732.61	East Loop APD WA 5 June 2025	SH 32 (East Loop)	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2972.ALL-08	12,955.86	Veterans POV July 2025	CC- Veterans Bridge	Y	Local	Ope
R.R.P. Consulting Engineers, L.L.C.	U2973-13	63,661.50	Los Indios LPOE July 2025	CC - Los Indios LPOE Bldg & Lot Modification	Y	Local	Ope
GDJ Engineering	2025-117	39,112.98	Primera Rd Sidewalk July 2025	Primera Rd Sidewalk Improvements Project	Y	Local	Restri
		<u>428,763.82</u>					

**Tolls**

Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	PROJ Title	Transfer Funds	Funding Source	Bank Account
Harris County Toll Road Authority	CCRMA July 2025	\$ 30,000.00	Flat Service Fee Owed to HCTRA July 2025	Indirect	Y	Local	Tolls
Kapsch TrafficCom USA, Inc	486026SI00788	22,520.70	Toll System Support July 2025	Indirect	Y	Local	Tolls
Texas County District Retirement System	TCDRS Jul- Aug 2025	8,982.21	TCDRS July-August 2025	Indirect	Y	Local	Tolls
TML Health Benefits Pool	PCAMERO62509	18,172.56	TML Health Benefits September 2025	Indirect	Y	Local	Tolls
Texas Windstorm Insurance Association	0015822301	6,056.00	Windstorm Insurance Policy FY2025	Indirect	Y	Local	Tolls
		<u>85,731.47</u>					
Operations		\$ 433,417.77					
Interlocal Agree		<u>428,763.82</u>					
Tolls		<u>85,731.47</u>					
Total Transfer		<u><u>\$ 947,913.06</u></u>					

Reviewed by:

Victor J. Barron,  
Chief Financial Officer*Victor J. Barron* 8.22.25Pete Sepulveda Jr,  
Executive Director*Pete Sepulveda, Jr.* 8 22 25

**2-D    CONSIDERATION AND APPROVAL OF THE FINANCIAL STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF JULY 2025.**

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

July 2025 Financial Report



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

# Administrative Operations

## Revenues and Expenses

### Current Period

- ▶ Total operating revenues Current Period Actual increased 5.89% compared to Prior Year Current Period Actual.
- ▶ Total operating income Current Period Actual decreased 5.35% compared to Prior Year Current Period
- ▶ Current Period Actual Net Position \$97,623.

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included In

Report From 7/1/2025 Through 7/31/2025

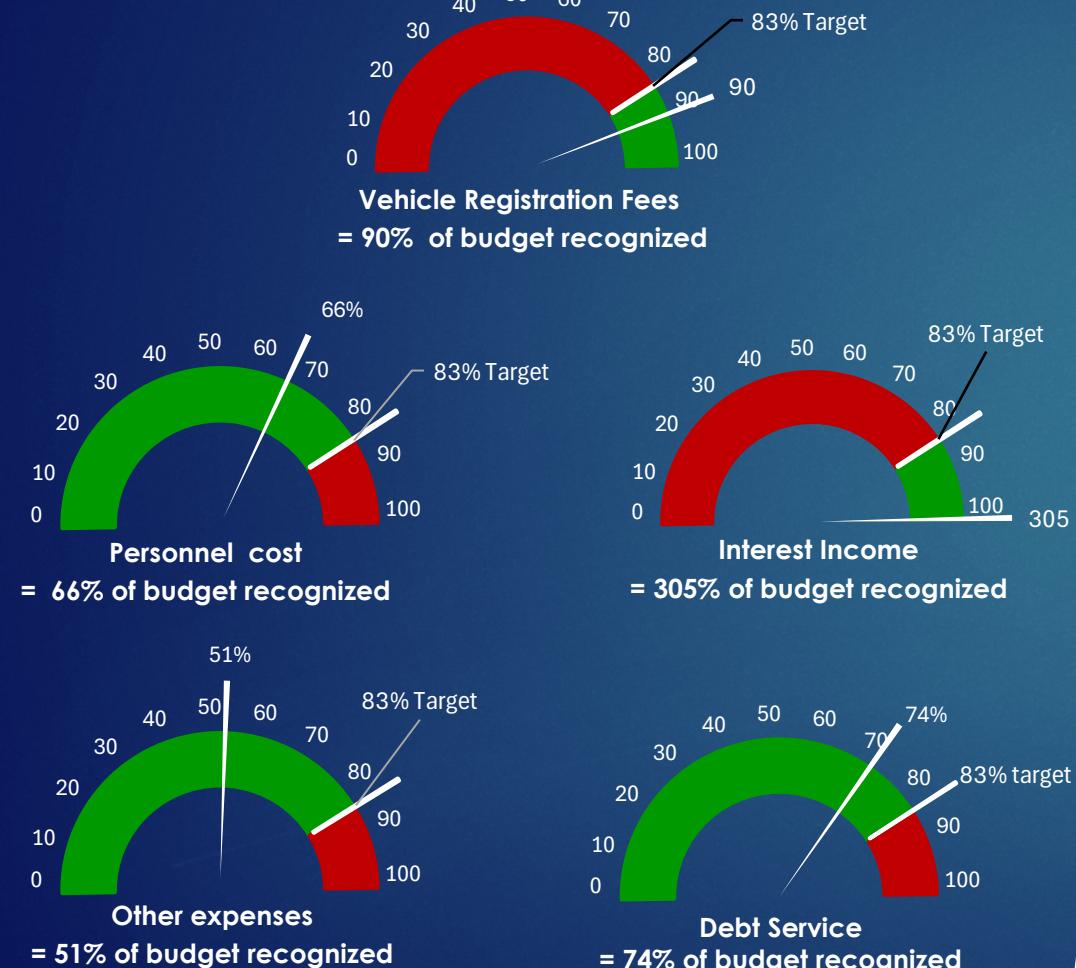
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	Current Period Actual	Prior Year Current Period Actual	Prior Year Current Period % Change
<b>Operating Revenues</b>			
Vehicle registration fees	\$ 335,460	\$ 312,220	7.44
Interlocal agreements	13,000	16,843	(22.81)
<b>Total Operating Revenues</b>	<b>348,460</b>	<b>329,063</b>	<b>5.89</b>
<b>Operating Expenses</b>			
Personnel costs	97,005	79,735	21.66
Professional services	21,786	15,760	38.24
Advertising & marketing	634	4,829	(86.87)
Data processing	1,289	1,211	6.45
Dues & memberships	10,870	-	100.00
Insurance	743	-	100.00
Maintenance & repairs	1,285	2,507	(48.74)
Office supplies	1,446	773	86.94
Leases	105	311	(66.31)
Travel	3,737	3,075	21.51
Utilities	2,091	2,225	(6.02)
Contingency	532	-	100.00
<b>Total Operating Expenses</b>	<b>141,523</b>	<b>110,426</b>	<b>28.16</b>
<b>Total Operating Income (Loss)</b>	<b>206,937</b>	<b>218,636</b>	<b>(5.35)</b>
<b>Non Operating Revenues</b>			
Interest income	167,795	121,257	38.38
Insurance Recovery	-	674,075	(100.00)
<b>Total Non Operating Revenues</b>	<b>167,795</b>	<b>795,331</b>	<b>(78.90)</b>
<b>Non Operating Expenses</b>			
Project expenses	277,109	134,821	105.54
<b>Total Non Operating Expenses</b>	<b>277,109</b>	<b>134,821</b>	<b>105.54</b>
<b>Total Changes in Net Position</b>	<b>\$ 97,623</b>	<b>\$ 879,146</b>	<b>(88.90)</b>

# Administrative Operations

## Revenues and Expenses

### Year-to-Date Budget Performance



\*The target for July 2025 is 83%, which corresponds to 10 out of 12 months of the fiscal year.

#### CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenses - Monthly R&E - Unposted Transactions Included In

Page 27

Report From 7/1/2025 Through 7/31/2025

	Current Year Actual	Prior Year Actual	Original Budget	Variance - Original	Annual Budget Current Year % Change
<b>Operating Revenues</b>					
Vehicle registration fees	\$ 3,146,940	\$ 2,957,220	\$ 3,490,000	\$ (343,060)	6.42
Interlocal agreements	130,000	202,105	425,700	(295,700)	(35.68)
Other revenues	-	4,188	-	-	(100.00)
<b>Total Operating Revenues</b>	<b>3,276,940</b>	<b>3,163,513</b>	<b>3,915,700</b>	<b>(638,760)</b>	<b>3.59</b>
<b>Operating Expenses</b>					
Personnel costs	1,007,054	958,752	1,528,524	521,470	5.04
Professional services	225,347	207,051	311,000	85,653	8.84
Advertising & marketing	51,191	21,910	62,000	10,809	133.64
Data processing	35,652	29,110	40,000	4,348	22.48
Dues & memberships	20,443	25,000	30,000	9,557	(18.23)
Education & training	240	199	10,000	9,760	20.60
Fiscal agent fees	3,090	9,480	52,590	49,500	(67.41)
Insurance	8,294	3,508	11,200	2,906	136.42
Maintenance & repairs	10,487	12,330	85,000	74,513	(14.95)
Office supplies	16,402	24,783	46,050	29,648	(33.82)
Leases	2,496	27,443	2,870	374	(90.91)
Travel	27,243	26,558	30,000	2,757	2.58
Utilities	21,465	22,320	34,150	12,685	(3.83)
Contingency	10,369	37,980	131,491	121,122	(72.70)
<b>Total Operating Expenses</b>	<b>1,439,773</b>	<b>1,406,425</b>	<b>2,374,875</b>	<b>935,102</b>	<b>2.37</b>
<b>Total Operating Income</b>	<b>1,837,167</b>	<b>1,757,088</b>	<b>1,540,825</b>	<b>296,342</b>	<b>4.56</b>
<b>Non Operating Revenues</b>					
Interest income	1,294,964	879,623	425,000	869,964	47.22
TRZ revenue	8,808,638	7,624,815	9,000,000	(191,362)	15.53
Insurance Recovery	-	674,075	-	-	(100.00)
<b>Total Non Operating Revenues</b>	<b>10,103,603</b>	<b>9,178,512</b>	<b>9,425,000</b>	<b>678,603</b>	<b>10.08</b>
<b>Non Operating Expenses</b>					
Debt principal and interest	1,455,072	1,431,497	1,965,825	510,753	1.65
Project expenses	2,658,245	1,072,341	9,000,000	6,341,755	147.89
<b>Total Non Operating Expenses</b>	<b>4,113,317</b>	<b>2,503,838</b>	<b>10,965,825</b>	<b>6,852,508</b>	<b>64.28</b>
<b>Total Changes in Net Position</b>	<b>\$ 7,827,453</b>	<b>\$ 8,431,762</b>	<b>\$ -</b>	<b>\$ 7,827,453</b>	<b>(7.17)</b>

Unaudited Financial Statements Subject to Change

# Toll Operation Revenues and Expenses Current Period

- ▶ Total toll operating revenues Current Period Actual increased 47.44% compared to Prior Year Current Period
- ▶ Total operating income Current Period Actual increased 85.08% compared to Prior Year Current Period
- ▶ Current Period Actual Net Position \$483,934

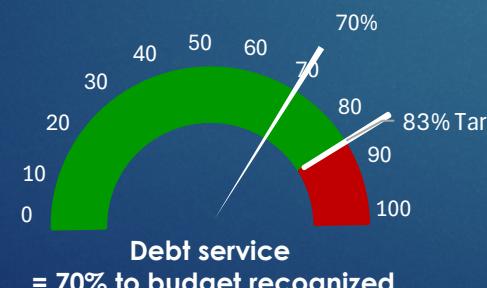
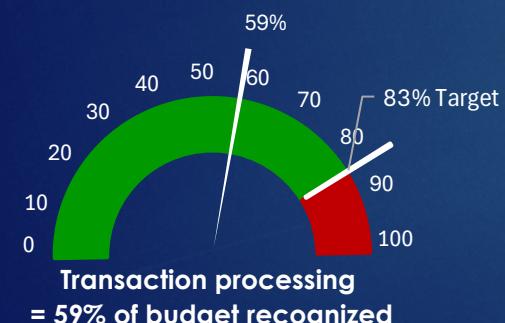
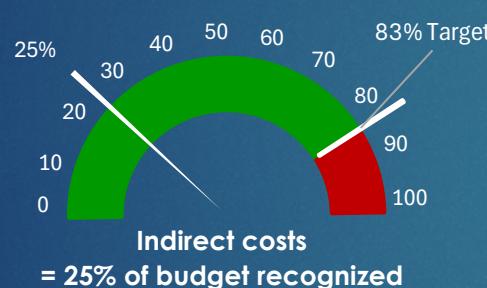
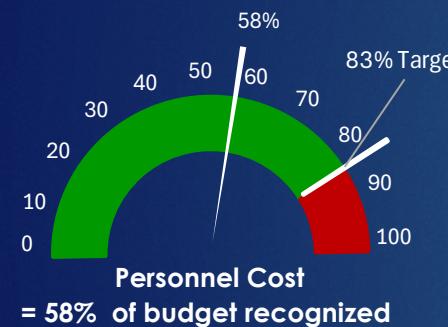
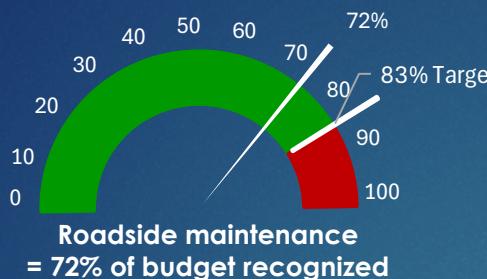
## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted Transactions Included In Report From 7/1/2025 Through 7/31/2025

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	Current Period Actual	Current Period Actual	Current Period % Change
<b>Toll Operating Revenues</b>			
Pay-By-Mail	\$ 430,480	\$ 282,795	52.22
Fuego revenues	95,779	53,168	80.14
Interop revenues			
Interop revenues	152,515	122,668	24.33
Total Interop revenues	152,515	122,668	24.33
Other Toll Revenues			
Interlocal agreement revenues	5,202	5,262	(1.13)
Total Other Toll Revenues	5,202	5,262	(1.13)
Total Toll Operating Revenues	683,977	463,893	47.44
<b>Toll Operating Expenses</b>			
Personnel costs	65,558	54,348	20.63
Transaction processing costs	34,827	80,194	(56.57)
Roadside maintenace	75,795	40,414	87.55
CSC indirect/overhead costs	23,863	27,471	(13.14)
Total Toll Operating Expenses	200,043	202,427	(1.18)
Total Operating Income (Loss)	483,934	261,466	85.08
<b>Non Operating Revenues</b>			
Insurance Recovery	-	147,774	(100.00)
Total Other Financing Sources	-	147,774	(100.00)
Total Non Operating Revenues	-	147,774	(100.00)
Changes in Net Position	\$ 483,934	\$ 409,240	18.25

# Toll Operation Revenues and Expenses Year-to-Date Budget Performance



\*The target for July 2025 is 83%, which corresponds to 10 out of 12 months of the fiscal year.

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues Expenses - Cash - Toll Operations Revenues Expenses - Cash - Unposted Transactions Included In Report  
From 7/1/2025 Through 7/31/2025

	Annual Budget		Variance - Original	Current Year % Change
	Current Year Actual	Prior Year Actual		
<b>Toll Operating Revenues</b>				
Pay-By-Mail	\$ 3,422,230	\$ 3,033,046	\$ 3,250,000	\$ 172,230 12.83
Fuego revenues	859,933	692,062	750,000	109,933 24.26
Interop revenues				
Interop revenues	1,245,393	1,163,769	1,295,000	(49,607) 7.01
Bridge interoperability	-	326,913	-	(100.00)
Total Interop revenues	1,245,393	1,490,681	1,295,000	(49,607) (16.45)
Other Toll Revenues				
Interlocal agreement revenues	37,594	106,839	43,600	(6,006) (64.81)
Total Other Toll Revenues	37,594	106,839	43,600	(6,006) (64.81)
Total Toll Operating Revenues	5,565,150	5,322,628	5,338,600	226,550 4.56
<b>Toll Operating Expenses</b>				
Personnel costs	668,780	581,039	1,153,685	484,905 15.10
Transaction processing costs	347,054	939,196	585,000	237,946 (63.05)
Roadside maintenance	534,020	497,963	737,100	203,080 7.24
CSC indirect/overhead costs	273,856	235,760	1,117,034	843,178 16.16
Total Toll Operating Expenses	1,823,710	2,253,958	3,592,819	1,769,109 (19.09)
<b>Total Operating Income (Loss)</b>				
	3,741,440	3,068,670	1,745,781	1,995,659 21.92
<b>Non Operating Revenues</b>				
Pass through grant revenues	-	-	1,385,000	(1,385,000) -
Insurance Recovery	-	147,774	-	(100.00)
Total Other Financing Sources	-	147,774	1,385,000	(1,385,000) (100.00)
Total Non Operating Revenues	-	147,774	1,385,000	(1,385,000) (100.00)
<b>Non Operating Expenses</b>				
Debt principal and interest	2,192,692	2,032,010	3,130,781	938,089 7.91
Total Non Operating Expenses	2,192,692	2,032,010	3,130,781	938,089 7.91
<b>Changes in Net Position</b>				
	\$ 1,548,748	\$ 1,184,435	\$ -	\$ 1,548,748 30.76

Unaudited Financial Statements Subject to Change

# Combined Revenues and Expenses

- ▶ Total operating revenues Current Year Actual increased 4.19% compared to Prior Year Current Year
- ▶ Operating expenses in line with budget
- ▶ Total net change from operations increased 15.60% compared to Prior Year Current Year
- ▶ Current Year Actual Net Position \$9,376,201.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**  
 Combined Statement of Revenues and Expenses - Unposted Transactions Included  
 In Report From 7/1/2025 Through 7/31/2025

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	Current Period Actual	Current Year Actual	Original Budget	Variance - Original	Prior Year Actual	Annual Budget	Current Year % Change
<b>Operating Revenues</b>							
Vehicle registration fees	\$ 335,460	\$ 3,146,940	\$ 3,490,000	\$ (343,060)	\$ 2,957,220		6.42
Interlocal agreement	18,202	167,594	469,300	(301,706)	313,132		(46.48)
Toll revenues	678,774	5,527,556	5,295,000	232,556	5,215,789		5.98
<b>Total Operating Revenues</b>	<b>1,032,437</b>	<b>8,842,090</b>	<b>9,254,300</b>	<b>(412,210)</b>	<b>8,486,141</b>	<b"></b">	<b>4.19</b>
<b>Operating Expenses</b>							
Personnel costs	162,564	1,675,834	2,682,209	1,006,375	1,539,791		8.84
Accounting software and services	-	-	10,000	10,000	-		-
Professional services	19,770	191,004	241,000	49,996	156,027		22.42
Contractual services	4,198	49,208	95,000	45,792	151,426		(67.50)
Advertising & marketing	14,609	112,906	312,000	199,094	98,379		14.77
Data processing	1,289	35,652	40,000	4,348	29,110		22.48
Dues & memberships	10,870	27,371	42,000	14,629	31,910		(14.22)
Education & training	-	539	20,000	19,461	599		(10.02)
Fiscal agent fees	-	3,090	57,790	54,700	9,480		(67.41)
Insurance	28,655	130,111	150,800	20,689	86,707		50.06
Maintenance & repairs	1,590	37,536	210,000	172,464	23,996		56.42
Office supplies	4,360	37,058	183,550	146,492	337,548		(89.02)
Road maintenance	74,886	684,193	900,000	215,807	786,747		(13.04)
Leases	479	6,130	37,370	31,240	56,985		(89.24)
Toll services	4,088	43,272	220,000	176,728	166,976		(74.09)
Travel	7,225	44,808	80,000	35,192	51,077		(12.27)
Utilities	6,452	62,819	108,442	45,623	57,672		8.93
Contingency	532	121,953	577,533	455,580	75,953		60.56
<b>Total Operating Expenses</b>	<b>341,566</b>	<b>3,263,483</b>	<b>5,967,694</b>	<b>2,704,211</b>	<b>3,660,383</b>	<b"></b">	<b>(10.84)</b>
<b>Net Change from Operations</b>	<b>690,871</b>	<b>5,578,607</b>	<b>3,286,606</b>	<b>2,292,001</b>	<b>4,825,758</b>	<b"></b">	<b>15.60</b>
<b>Non Operating Revenue</b>							
Pass through grant revenues	-	-	1,385,000	(1,385,000)	-		-
Interest income	167,795	1,294,964	425,000	869,964	879,623		47.22
TRZ Revenue	-	8,808,638	9,000,000	(191,362)	7,624,815		15.53
Insurance recovery	-	-	-	-	821,849		(100.00)
<b>Total Non Operating Revenue</b>	<b>167,795</b>	<b>10,103,603</b>	<b>10,810,000</b>	<b>(706,397)</b>	<b>9,326,287</b>	<b"></b">	<b>8.33</b>
<b>Non Operating Expenses</b>							
Bond Debt Expense	-	3,647,764	5,096,606	1,448,842	3,463,507		5.32
Project expenses	277,109	2,658,245	9,000,000	6,341,755	1,072,341		147.89
<b>Total Non Operating Expenses</b>	<b>277,109</b>	<b>6,306,009</b>	<b>14,096,606</b>	<b>7,790,597</b>	<b>4,535,848</b>	<b"></b">	<b>39.03</b>
<b>Changes in Net Position</b>	<b>\$ 581,557</b>	<b>\$ 9,376,201</b>	<b>\$ -</b>	<b>\$ 9,376,201</b>	<b>\$ 9,616,197</b>	<b"></b">	<b>(2.50)</b>

# Interlocal Revenues and Expenses – Monthly

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Page 31

### Statement of Revenues and Expenses

From 7/1/2025 Through 7/31/2025

	Cameron County	City of Los Fresnos	Federal Funds	Total
<b>Non Operating Revenues</b>				
West Rail Corridor	\$ 10,288	\$ -	\$ -	\$ 10,288
Outer Parkway	83,497	-	-	83,497
South Parallel Corridor	633	-	-	633
Whipple Road	-	37,910	-	37,910
North Rail Relocation	-	-	34,672	34,672
Dana Rd	101,887	-	-	101,887
CC - Los Indios	363,884	-	-	363,884
CC - Consulting Services PF	10,000	-	-	10,000
<b>Total Revenues</b>	<b>\$ 570,189</b>	<b>\$ 37,910</b>	<b>\$ 34,672</b>	<b>\$ 642,771</b>
<b>Non Operating Expenses</b>				
West Rail Corridor	10,288	-	-	10,288
Outer Parkway	83,497	-	-	83,497
South Parallel Corridor	633	-	-	633
Whipple Road	-	37,910	-	37,910
North Rail Relocation	-	-	34,672	34,672
Dana Rd	101,887	-	-	101,887
CC - Los Indios	363,884	-	-	363,884
CC - Consulting Services PF	10,000	-	-	10,000
<b>Total Project expenses</b>	<b>570,189</b>	<b>37,910</b>	<b>34,672</b>	<b>642,771</b>
<b>Total Changes in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Unaudited Financial Statements Subject to Change

# Interlocal Revenues and Expenses – Year-to-Date

	Cameron County	City of Brownsville	City of San Benito	City of Los Fresnos	Federal Funds	Military Supply Corporation	Highway Water Supply Corporation	Total
<b>Interlocal Revenues</b>								
West Rail Corridor	\$ 147,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,283
Outer Parkway	513,555	-	-	-	-	-	-	513,555
SH 32 (East Loop)	17,201	101,809	-	-	-	-	-	119,010
South Parallel Corridor	214,912	-	-	-	-	-	-	214,912
Whipple Road	-	-	-	308,482	-	-	-	308,482
COLF Hike & Bike Trail Project	-	-	-	4,625	-	-	-	4,625
N. Williams Road	72,309	-	72,309	-	-	-	-	144,618
Stenger Rd TASA	-	-	80,585	-	-	-	-	80,585
FM 509	64,554	-	-	-	-	-	-	64,554
North Rail Relocation	-	-	-	-	218,970	-	-	218,970
281 Connector	67,925	-	-	-	-	1,003,208	1,071,133	
Flor De Mayo Bridge	81,512	-	-	-	-	-	-	81,512
Dana Rd	527,725	68,297	-	-	-	-	-	596,021
CC - Old Alice Road	14,438	-	-	-	-	-	-	14,438
CC - Los Indios	720,334	-	-	-	-	-	-	720,334
CC - Consulting Services PF	84,000	-	-	-	-	-	-	84,000
<b>Total Interlocal Revenues</b>	<b>2,525,747</b>	<b>170,105</b>	<b>152,894</b>	<b>313,106</b>	<b>218,970</b>	<b>1,003,208</b>	<b>4,384,031</b>	
<b>Interlocal Expenses</b>								
West Rail Corridor	147,283	-	-	-	-	-	-	147,283
Outer Parkway	513,555	-	-	-	-	-	-	513,555
SH 32 (East Loop)	17,201	101,809	-	-	-	-	-	119,010
South Parallel Corridor	214,912	-	-	-	-	-	-	214,912
Whipple Road	-	-	-	308,482	-	-	-	308,482
COLF Hike & Bike Trail Project	-	-	-	4,625	-	-	-	4,625
N. Williams Road	72,309	-	72,309	-	-	-	-	144,618
Stenger Rd TASA	-	-	80,585	-	-	-	-	80,585
FM 509	64,554	-	-	-	-	-	-	64,554
North Rail Relocation	-	-	-	-	218,970	-	-	218,970
281 Connector	67,925	-	-	-	-	1,003,208	1,071,133	
Flor De Mayo Bridge	81,512	-	-	-	-	-	-	81,512
Dana Rd	527,725	68,297	-	-	-	-	-	596,021
CC - Old Alice Road	14,438	-	-	-	-	-	-	14,438
CC - Los Indios	720,334	-	-	-	-	-	-	720,334
CC - Consulting Services PF	84,000	-	-	-	-	-	-	84,000
<b>Total Interlocal Expenses</b>	<b>2,525,747</b>	<b>170,105</b>	<b>152,894</b>	<b>313,106</b>	<b>218,970</b>	<b>1,003,208</b>	<b>4,384,031</b>	
<b>Total Changes in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# Balance Sheet

**ASSETS**

## Current Assets:

Cash and cash equivalents	\$ 11,952,666
Restricted cash - projects	10,909,302
Restricted cash accounts - debt service	6,083,288
Restricted cash - bond proceeds	1,354,649
Restricted cash - Transportation Reinvestment Zone (TRZ)- South Padre Island	5,000,000
Restricted cash - Transportation Reinvestment Zone (TRZ)- East Loop	6,978,827
Restricted cash - Transportation Reinvestment Zone (TRZ)- Outer Parkway	1,047,644
Restricted cash - Transportation Reinvestment Zone (TRZ)- US 281 Connector	1,000,000
Restricted cash - Transportation Reinvestment Zone (TRZ)- Whipple Road	957,863
Restricted cash - Transportation Reinvestment Zone (TRZ)- Old Alice Rd	2,998,282
Restricted cash - Transportation Reinvestment Zone (TRZ)- Other Projects	4,910,495
Accounts receivable, net	
Tolls Accounts Receivable	992,018
Collections Linebarger	4,572,603
Allowance Collections Linebarger	(3,569,583)
Vehicle Registration Fees - Receivable	282,845
Total Accounts receivable, net	2,277,883
Accounts receivable - other agencies	2,772,179
Prepaid expenses	38,748
Total Current Assets:	58,281,826
Non Current Assets:	
Capital assets, net	90,519,548
Capital projects in progress	20,568,813
Unamortized bond prepaid costs	80,602
Net pension asset	289,629
Total Non Current Assets:	111,458,591
Deferred Outflow of Resources	
Deferred outflow related to pension	235,270
Total ASSETS	<u>169,975,688</u>

# Balance Sheet- Continued

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### Balance Sheet

As of 7/31/2025

#### LIABILITIES

Current Liabilities	
Accounts payable	1,683,328
Unearned revenue	10,569,227
Total Current Liabilities	<u>12,252,555</u>
Non Current Liabilities	
Due to other agencies	13,084,420
Long term bond payable	70,015,066
Total Non Current Liabilities	<u>83,099,487</u>
Deferred Inflows of Resources	
Deferred inflows related to pension	188,050
Total LIABILITIES	<u>95,540,092</u>

#### NET POSITION

Beginning net position	63,578,810
Total Beginning net position	<u>63,578,810</u>
Changes in net position	
Total Changes in net position	10,856,787
Total NET POSITION	<u>10,856,787</u>
TOTAL LIABILITIES, DEFERRED INFLOWS AND NET POSITION	<u>\$ 169,975,688</u>

Unaudited Financial Statements Subject to Change

# Statement of Cash Flows

## CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

### Statement of Cash Flows

As of 7/31/2025

	Current Period	Current Year
<b>Cash Flows from Operating Activities</b>		
Receipts from vehicle registration fees	\$ 302,750	\$ 3,693,940
Receipts from toll revenues	681,960	5,703,233
Receipts from other operating revenues	18,202	8,976,232
Payments to vendors	(214,719)	(1,668,700)
Payments to employees	(162,437)	(1,686,820)
<b>Total Cash Flows from Operating Activities</b>	<b>625,757</b>	<b>15,017,886</b>
<b>Cash Flows from Capital and Related Financing Activities</b>		
Acquisitions of property and equipment	-	(401,345)
Acquisitions of construction in progress	(968,348)	(1,147,729)
Payments on principal and interest	-	(3,945,351)
Payment on interlocal project expenses	(909,880)	(6,958,276)
Advances and Interlocal project proceeds	141,798	11,290,734
<b>Total Cash Flows from Capital and Related Financing Activities</b>	<b>(1,736,430)</b>	<b>(1,161,967)</b>
<b>Cash Flows from Investing Activities</b>		
Receipts from interest income	167,795	1,294,964
<b>Total Cash Flows from Investing Activities</b>	<b>167,795</b>	<b>1,294,964</b>
<b>Beginning Cash &amp; Cash Equivalents</b>		
	<b>54,135,893</b>	<b>38,042,132</b>
<b>Ending Cash &amp; Cash Equivalents</b>	<b>\$ 53,193,015</b>	<b>\$ 53,193,015</b>

Unaudited Financial Statements Subject to Change

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

July 2025 Toll Operations Report



JANETT HUERTA  
TOLL OPERATIONS ADMINISTRATOR



## Year to Year Traffic Comparison

34% Increase from July 2024



### FY Year Total

FY 2023	5,437,251
FY 2024	6,749,750
FY 2025*	6,794,110

\*Through July

# Tag Penetration

## July 2025



Agency	Transaction Count	Projected Revenue
FUEGO	126,797	\$ 95,779.38
HCTRA & TxTag	191,483	\$ 126,544.46
NTTA	30,197	\$ 26,434.00
KTA	969	\$ 839.00
PIKEPASS	3,402	\$ 3,397.00
BANKPASS	422	\$ 210.50
E470	183	\$ 116.50
FTE	512	\$ 318.50
LCF	9	\$ 4.50
<b>Total</b>	<b>353,974</b>	<b>\$ 253,643.84</b>

**Valid Tag Penetration  
44%**



# Image Review Overview

FY 2025	
Month	Total
October	447,413
November	442,935
December	406,275
January	440,153
February	459,578
March	516,014
April	500,760
May	526,508
June	540,118
July	287,279
August	
September	
<b>Total Images Processed</b>	<b>4,567,033</b>

Code Off Report July 2025					
Breakdown - Reason Codes	Gantries				
	Direct Connector	FM1847	Old Alice	Port Spur	Total
Blurred Plate	230	489	85	581	1,385
DMV Mismatch	19	25	3	18	65
No Image					-
No Plate	1258	1,463	161	884	3,766
No Vehicle	65	35	2	1	103
Partial Plate	398	213	90	379	1,080
Plate Obstruction	824	943	94	695	2,556
Too Bright	40	55	28	30	153
Too Dark	1				1
Unknown State	24	28	4	11	67
<b>Total per Plaza</b>	<b>2,859</b>	<b>3,251</b>	<b>467</b>	<b>2,599</b>	<b>9,176</b>

**1% Code Off Rate**

Payment Form	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Bank	\$3,517.44	\$8,773.48	\$23,021.03	\$11,854.73	\$11,891.04	\$18,289.42	\$14,775.77	\$13,765.36	\$14,954.29	\$22,991.64		
Cash	\$1,467.48	\$7,394.28	\$3,464.08	\$2,724.96	\$5,791.57	\$3,567.54	\$4,671.82	\$3,206.12	\$3,289.96	\$5,228.67		
Check/Money Order	\$9,035.64	\$10,157.82	\$2,481.00	\$8,414.06	\$7,062.19	\$11,365.87	\$5,641.66	\$24,654.26	\$5,208.10	\$10,483.51		
CreditCard/DebitCard	\$166,466.35	\$231,212.48	\$229,993.10	\$263,858.95	\$317,730.05	\$420,235.00	\$393,864.00	\$464,723.15	\$534,193.95	\$506,370.69		
<b>Total Amount</b>	<b>\$180,486.91</b>	<b>\$ 257,538.06</b>	<b>\$258,959.21</b>	<b>\$ 286,852.70</b>	<b>\$ 342,474.85</b>	<b>\$ 453,457.83</b>	<b>\$ 418,953.25</b>	<b>\$ 506,348.89</b>	<b>\$ 557,646.30</b>	<b>\$ 545,074.51</b>	<b>\$ -</b>	<b>\$ -</b>

YTD **\$3,807,792.51**

Daily Average **\$5,822.16** **\$ 8,584.60** **\$ 8,353.52** **\$ 9,253.31** **\$ 12,231.24** **\$ 14,627.67** **\$ 13,965.11** **\$ 16,333.84** **\$ 18,588.21** **\$ 17,583.05** **\$ -** **\$ -**

# FY 2025 Payment Processing



# FY 2025 Mail Report



Month	Toll Bill	First Notice	Second Notice	Final Notice	Total
October	24,868	100	100	100	25,168
November	24,296	10,406	8,994	9,367	53,063
December	25,512	7,151	5,248	5,000	42,911
January	28,026	7,780	8,795	3,577	48,178
February	26,343	13,363	10,491	7,730	57,927
March	26,292	10,515	7,934	8,247	52,988
April	27,514	12,168	11,629	9,275	60,586
May	32,333	11,083	7,726	7,938	59,080
June	42,010	15,015	10,075	9,929	77,029
July	32,568	12,829	8,417	6,604	60,418
August					-
September					-
Total	289,762	100,410	79,409	67,767	537,348

# FY 2025 CSR Monthly Call Report



CSR Name	October	November	December	January	February	March	April	May	June	July	Total
Barbara	827	839	899	602	1,261	1,615	1,268	621	575	566	9,073
Ashanti								757	1,387	429	2,573
Robert	1,131	634	754	1,276	787	497	1,188	682	663	644	8,256
Alexandria								535	899	1,128	2,562
Angelica				669	1,387	562	1,185	704	517	570	5,594
Victoria									421	1,250	1,671
Esmeralda						639	114	852	1,326	1,530	4,461
Armando										418	418
Myra										75	75
Patricia										265	265
Adonay										256	256
											-
Juan	493	495	293	443	254	303	295	276	177	166	3,195
Jose Luis	383	279	271	238	90	268	160	159	87	153	2,088
Mary								9		3	
											-
Evelyn	154	480	278								912
Albert								639			639
Itzel	482	632	746	428	986	878	374	163			4,689
Shelby	880	626	558	873	796	320	44				4,097
Nadia			396	1,148	580	1,145	185				3,454
Veronica					44	1,182	83				1,309
Zelda								754	952		1,706
Noah								984			984
<b>Total Answered Calls</b>	<b>4,350</b>	<b>3,985</b>	<b>4,195</b>	<b>5,677</b>	<b>6,185</b>	<b>8,048</b>	<b>4,896</b>	<b>6,496</b>	<b>7,004</b>	<b>7,453</b>	<b>58,289</b>
<b>Missed Calls</b>	<b>166</b>	<b>252</b>	<b>301</b>	<b>340</b>	<b>934</b>	<b>307</b>	<b>1229</b>	<b>320</b>	<b>235</b>	<b>344</b>	<b>4,428</b>
<b>Totals Calls Received</b>	<b>4,516</b>	<b>4,237</b>	<b>4,496</b>	<b>6,017</b>	<b>7,119</b>	<b>8,355</b>	<b>6,125</b>	<b>6,816</b>	<b>7,239</b>	<b>7,797</b>	<b>62,717</b>
<b>% Missed</b>	<b>4%</b>	<b>6%</b>	<b>7%</b>	<b>6%</b>	<b>13%</b>	<b>4%</b>	<b>25%</b>	<b>5%</b>	<b>3%</b>	<b>5%</b>	<b>7%</b>

# FY 2025 Fuego Accounts Registered



CSR	October	November	December	January	February	March	April	May	June	July	Total/per person
Barbara	20	13	18	29	28	27	46	26	22	21	250
Robert	14	23	26	11	22	14	24	28	24	11	197
Ashanti								5	7	2	14
Alexandria								9	10	8	27
Angelica				6	11	31	15	19	22	29	133
Esmeralda								7	16	16	39
Victoria								5	1	13	19
Myra										1	1
Armando										3	3
											-
Juan	5	4	6	13	6	6	2	7	6	6	61
Jose Luis	8	6	1	10	3	3	1	3	3	2	40
											-
Evelyn	-	19	15								34
Veronica						3	7	1			11
Albert							2				2
Shelby	8	18	15	14	15	18	-				88
Itzel	12	5	10	22	22	13	23	2			109
Nadia				4	18	30	27	20			99
Zelda								5	8		13
Noah								9			9
											-
<b>Total FUEGO Accts</b>											
<b>Opened by CSR</b>	<b>67</b>	<b>88</b>	<b>95</b>	<b>123</b>	<b>140</b>	<b>148</b>	<b>132</b>	<b>125</b>	<b>119</b>	<b>112</b>	<b>1,149</b>
<b>Total FUEGO Accts</b>											
<b>Opened</b>	<b>130</b>	<b>172</b>	<b>191</b>	<b>236</b>	<b>259</b>	<b>274</b>	<b>258</b>	<b>247</b>	<b>358</b>	<b>229</b>	<b>2,354</b>
<b>Enrollment % in Office</b>	<b>52%</b>	<b>51%</b>	<b>50%</b>	<b>52%</b>	<b>54%</b>	<b>54%</b>	<b>51%</b>	<b>51%</b>	<b>33%</b>	<b>49%</b>	<b>49%</b>



## CSC Activity FY2025

July 2025 Exempt Activity			
Reason	Txn Count	Total Amounts	%
Disabled Veterans	18,684	\$ 11,555.72	2%
Non-Revenue	6,537	\$ 4,171.72	1%
Plate Corrections	98	\$ 80.91	0%

FY2025 SETTLEMENTS			
MONTH	Settlements	Amount Paid	Enrollments
2024.10OCTOBER	2	\$ 624.72	0
2024.11NOVEMBER	5	\$ 1,872.44	1
2024.12DECEMBER	11	\$ 1,792.54	5
2025.01JANUARY	8	\$ 4,025.41	4
2025.02FEBRUARY	20	\$ 8,075.24	12
2025.03MARCH	10	\$ 2,616.06	2
2025.04APRIL	13	\$ 4,870.94	4
2025.05MAY	8	\$ 2,556.67	4
2025.06JUNE	11	\$ 7,112.35	5
2025.07JULY	21	\$ 4,014.80	11
2025.08AUGUST			
2025.09SEPTEMBER			
FISCAL YEAR TOTALS:	109	\$ 37,561.17	48

- 2-E    CONSIDERATION AND APPROVAL OF MEMORANDUM OF  
UNDERSTANDING BETWEEN CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND LINEBARGER GOGGAN BLAIR &  
SAMPSON, LLP.**

**Memorandum Of Understanding**

**By and between**

**Cameron County Regional Mobility Authority and Linebarger Goggan Blair & Sampson, LLP**

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**DEBT COLLECTION SERVICES**

**CONTRACT FOR RFP NO. 2024-001**

\*\*\*\*\*

Pursuant to Section 6.3 of the Debt Collection Services Contract for RFP No. 2024-001 effective June 13, 2024 (the "Contract"), Cameron County Regional Mobility Authority (CCRMA) and Linebarger Goggan Blair & Sampson, LLP (Linebarger) stipulate the following:

1. CCRMA began referrals to Linebarger in April 2024 of accounts for (i) matured violations through Portfolios II and III and Negative Accounts as well as for (ii) new violations through Portfolio IV (the "Violations").
2. Numerous Violations were referred in April, including a portion with issues regarding the names of the debtors. Linebarger has attempted to fix those issues on subset of those Violations-with CCRMA's approval. Collections has commenced on all Violations with valid addresses.
3. At CCRMA's request, Linebarger has limited the number of initial notices on Violations to no more than 1,000 per day to ensure that CCRMA's call center team is not overwhelmed by inbound call activity.
4. As of July 15, 2025, letters are being mailed on current Violations.
5. Linebarger is working with CCRMA to implement several programs to increase the resolution rate of referred Violations such as:
  - a. Emailing and texting accounts.
  - b. Habitual Violator Program.
  - c. Administrative Hearing Program.
6. To allow sufficient time for Linebarger to collect on the Violations and the implementation of additional collection processes, both parties have agreed to postpone the payment from either party of amounts owed under the Contract, including but not limited to Sections 4, 7, 8, and 9, through December 31, 2025, at which time, this MOU shall automatically expire on its own terms.
7. Notwithstanding the foregoing, Linebarger will continue to collect as well as provide the detailed monthly reports required by the Contract, including but not limited to Sections 5.2.3, 5.2.4, and 5.2.5 to CCRMA Staff for review and discussion.
8. Any capitalized terms in this MOU shall have the same meaning assigned to them by the Contract unless otherwise specified herein.
9. All other terms and conditions of the Contract shall continue in full force and effect.

**(Signature Page to Follow)**

**CONTRACTOR**

**Linebarger Goggan Blair and Sampson, L.L.P.**

By:   
James Harris, Capital Partner

Date: 8/16/2025

**AUTHORITY**

**Cameron County Regional Mobility Authority**

By: \_\_\_\_\_  
Frank Parker, Jr., Chairman

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

**2-F      CONSIDERATION AND APPROVAL OF THE FISCAL YEAR 2025 EXTERNAL  
AUDIT ENGAGEMENT LETTER WITH BURTON, McCUMBER &  
LONGORIA, LLP.**

August 19, 2025

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, 2025.

### **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, 2025. 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.

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

**Cameron County Regional Mobility Authority – Audit 2025**

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.

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

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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.

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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 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

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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

**Cameron County Regional Mobility Authority – Audit 2025**

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.

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 breech 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.

**Cameron County Regional Mobility Authority – Audit 2025**

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.

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 Pena, CPA  
Audit Partner

BP/jd

**RESPONSE:**

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

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

Title: Executive Director

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

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

Title: Chairman

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

**2-G    CONSIDERATION AND APPROVAL OF PAYMENT OF INVOICES AND RELEASE OF CHECK TO ZIWA CORPORATION FOR THE FREE TRADE BRIDGE (LOS INDIOS) PORT OF ENTRY EXPORT BUILDING RENOVATION DONATION ACCEPTANCE PROGRAM PROJECT, ANAHUAC INFRASTRUCTURE LLC FOR THE SH 550 MAINTENANCE PROJECT, KAPSCH CHANGE ORDER #14, CHANGE ORDER #15 AND CHANGE ORDER #16 FOR SH 550 MAINTENANCE.**

ZIWA Corporation – Pay App #7 - \$141,075
ZIWA Corporation – Pay App #8 - \$190,000
Anahuac Infrastructure – Pay App #2 - \$125,000
Kapsch – CO #14 – \$26,816.98
Kapsch – CO #15 - \$9,132.28
Kapsch – CO #16 – \$114,480.86

**2-H    CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF  
THE US 77 WOODSBORO-REFUGIO IMPROVEMENT PROJECT.**

**THE STATE OF TEXAS  
COUNTY OF CAMERON**

**RESOLUTION  
US 77 WOODSBORO-REFUGIO PROJECT**

BE IT RESOLVED THAT ON THE 28TH DAY OF AUGUST , 2025, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

**“CONSIDERATION AND APPROVAL OF A RESOLUTION IN SUPPORT OF THE  
US 77 WOODSBORO-REFUGIO IMPROVEMENT PROJECT”**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is developing the US 77 Woodsboro-Refugio Improvement Project; and Cameron County and the Cameron County Regional Mobility Authority are partners with TxDOT; and

**WHEREAS**, TxDOT is proposing to upgrade the existing US 77 corridor near Woodsboro to interstate standards and construct a new US 77 roadway to interstate standards east of the city of Refugio; and

**WHEREAS**, US 183 which serves as a hurricane evacuation route would also be extended to connect to the new US 77 roadway; and

**WHEREAS**, the US 77 Woodsboro-Refugio Improvement Project would upgrade the corridor as part of the future development of Interstate 69 (I-69) to meet interstate standards.

**NOW, THEREFORE, BE IT RESOLVED** that the Cameron County Regional Mobility Authority Board of Directors supports the US 77 Woodsboro-Refugio Improvement Project and will continue to work with the Texas Department of Transportation to ensure that the Project is completed.

Passed, Approved and Adopted on this 28th day of August, 2025.

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**FRANK PARKER, JR.**  
**CHAIRMAN**

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**MICHAEL F. SCAIEF**  
**VICE CHAIRMAN**

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

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**AL VILLARREAL**  
**TREASURER**

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**MARK ESPARZA**  
**DIRECTOR**

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**LEO GARZA**  
**DIRECTOR**

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**ALBERT GARZA III**  
**DIRECTOR**

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

## **CONTRACT NO. 2025C08420**

### **SECOND AMENDMENT TO INTERLOCAL AGREEMENT**

**THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT (CONTRACT NO. 2021C10369)** (the “Amendment”) is made and entered into effect as of October 1, 2025, hereinafter defined, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the “CCRMA”), a political subdivision of the State of Texas, and CAMERON COUNTY, TEXAS (the “County”), a political subdivision of the State of Texas, and CAMERON COUNTY, TEXAS (the “County”), (collectively, the “Parties”).

#### **RECITALS**

**WHEREAS**, effective as of October 1, 2021, the Parties entered into that certain Interlocal Agreement (the “Interlocal Agreement”) whereby the Parties agreed that Pete Sepulveda, Jr. would serve as the County Administrator;

**WHEREAS**, September 12, 2023, the County amended sections 2.2 and 2.3 of the Interlocal Agreement;

**WHEREAS**, the Parties wish to again amend sections 2.2 and 2.3 of the Interlocal agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree, as follows:

1. Section 2.2 of the Interlocal Agreement shall be amended in its entirety to state, as follows:

**“2.2 Term and Termination.** The primary term of this Agreement shall commence on October 1, 2025 and shall continue in full force and effect for forty-eight months, i.e. September 30, 2029, unless otherwise amended, terminated, or modified (the “Primary Term”). Notwithstanding the foregoing, either party may unilaterally terminate this Agreement at any time by giving the other party at least thirty (30) days prior written notice of its intent to terminate.”

2. Section 2.3 of the Interlocal Agreement shall be amended in its entirety to state, as follows:

**“2.3 Compensation.** In return for the services provided under this Agreement, the County shall pay the CCRMA the amount of \$18,000.00 in

monthly installments during the term of this Agreement. Any monies paid by the County shall be paid from the current revenues of the County. The County represents to the CCRMA that the funds for this Agreement are currently budgeted and will be included in each budget for each applicable fiscal year during the term of this Agreement.”

3. All other terms and conditions of the Interlocal Agreement shall otherwise remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the dates shown below, to be effective as of October 1, 2025.

**ATTEST:**

**CAMERON COUNTY  
REGIONAL MOBILITY  
AUTHORITY**

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Arturo Nelson, Secretary of the CCRMA

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Frank Parker, Jr., Chairman  
Date: \_\_\_\_\_

**ATTEST:**

**CAMERON COUNTY**

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Sylvia Garza Perez  
County Clerk

---

Eddie Trevino, Jr.  
County Judge  
Date: \_\_\_\_\_

**2-J     CONSIDERATION AND APPROVAL OF AN AMENDED INTERLOCAL  
          AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY  
          AUTHORITY AND CITY OF SAN BENITO FOR THE STENGER ROAD  
          SIDEWALK.**

STATE OF TEXAS              )(  
                                    )(  
CAMERON COUNTY              )(

**SECOND AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the City of San Benito, hereinafter referred to as "CITY", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT: To allow the CCRMA, as the Project Sponsor, to develop Preliminary Engineering and Environmental documents as well completing any project development activities to develop the project to an approved schematic and environmental clearance for final design and construction by the CCRMA under the purview of TxDOT.
2. PROJECT TO BE COMPLETED: To advance the Stenger Rd. Transportation Alternatives Set Aside Project to a Ready-to-Let Status with TxDOT. Project Limits are from West BUS 77 to Fannin St, a distance of approximately 1.1 miles, See Exhibit A – Segment 1.
3. Second Amended and Restated Interlocal Cooperation Agreement: On April 19, 2023, the CCRMA and CITY had entered into an Interlocal Agreement regarding the Stenger Rd. Transportation Alternatives Set Aside Project. On May 30, 2024, the Interlocal was amended to include the funding required for the Texas Department of Transportation (TxDOT) Advanced Funding Agreement Local Government Participation and there is now a need to amend the Interlocal Agreement to include the funding required for the Texas Department of Transportation (TxDOT) Advanced Funding Agreement Construction Local Participation.
4. CCRMA HEREBY AGREES TO:
  - a. Utilize one of the CCRMA's consultants to develop schematics and conduct environmental studies, public involvement, and traffic studies.
  - b. Coordinate with the Texas Department of Transportation (TxDOT) the necessary environmental document as well as schematics and coordination with any state and federal agencies on any issues arising during the environmental phase and schematic phase.
  - c. Conduct any public meetings or hearings required by TxDOT as part of the environmental process.
  - d. Provide monthly progress reports of activities to the CITY.
  - e. Provide for consultations with the environmental agencies.
  - f. Coordinate with TxDOT and the Regional MPO for any funding needed for future Engineering and Construction phases.
  - g. Locally let the project through the CCRMA utilizing CCRMA staff and consultants.
  - h. Provide funding not to exceed \$115,000 for preliminary engineering and environmental document as further outlined in Exhibit B.
  - i. Provide funding in the amount of \$34,217.50 as required by the TxDOT Advanced Funding Agreement as further outlined in Exhibit C.
  - j. Provide funding in the amount of \$57,755.00 as required by the TxDOT Advanced Funding Agreement Construction Participation as further outlined in Exhibit D.

## 5. CITY HEREBY AGREES TO:

- a. To provide funding in the amount of \$115,000 or up to the actual amount for preliminary engineering activities and environmental documents as further outlined in Exhibit B.
- b. To provide all funding for any local match for design, construction engineering, and construction required by TxDOT.
- c. Provide funding in the amount of \$34,217.50 as required by the TxDOT Advanced Funding Agreement as further outlined in Exhibit C.
- d. Provide funding in the amount of \$57,755.00 as required by the TxDOT Advanced Funding Agreement Construction Participation as further outlined in Exhibit D.

6. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Cooperation Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal Cooperation Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Party.

7. Any payment made by either party will be made from current revenues of the paying party.

8. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA and CITY. The Interlocal Cooperation Agreement expires when the Projects are completed, or a 30-day termination notice is given by either CCRMA or CITY.

9. The Rules, Regulations and Orders of the CCRMA shall govern this Interlocal Cooperation Agreement and the Parties agree that the CCRMA shall supervise the performance of this Interlocal Cooperation Agreement. It is also agreed that the CCRMA has the authority to employ personnel to engage in other administrative or governmental functions and services necessary to fulfill the terms of this Agreement.

10. The CCRMA and CITY hereby find that the foregoing goods and governmental functions and services are required for the Project and this Interlocal Agreement includes an agreement between the CCRMA and CITY pursuant to Tex. Gov't CODE Section 791.025 to the extent applicable.

11. This Interlocal Cooperation Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the CITY OF SAN BENITO CITY COMMISSION.

Executed on this \_\_\_\_\_ day of August 2025.

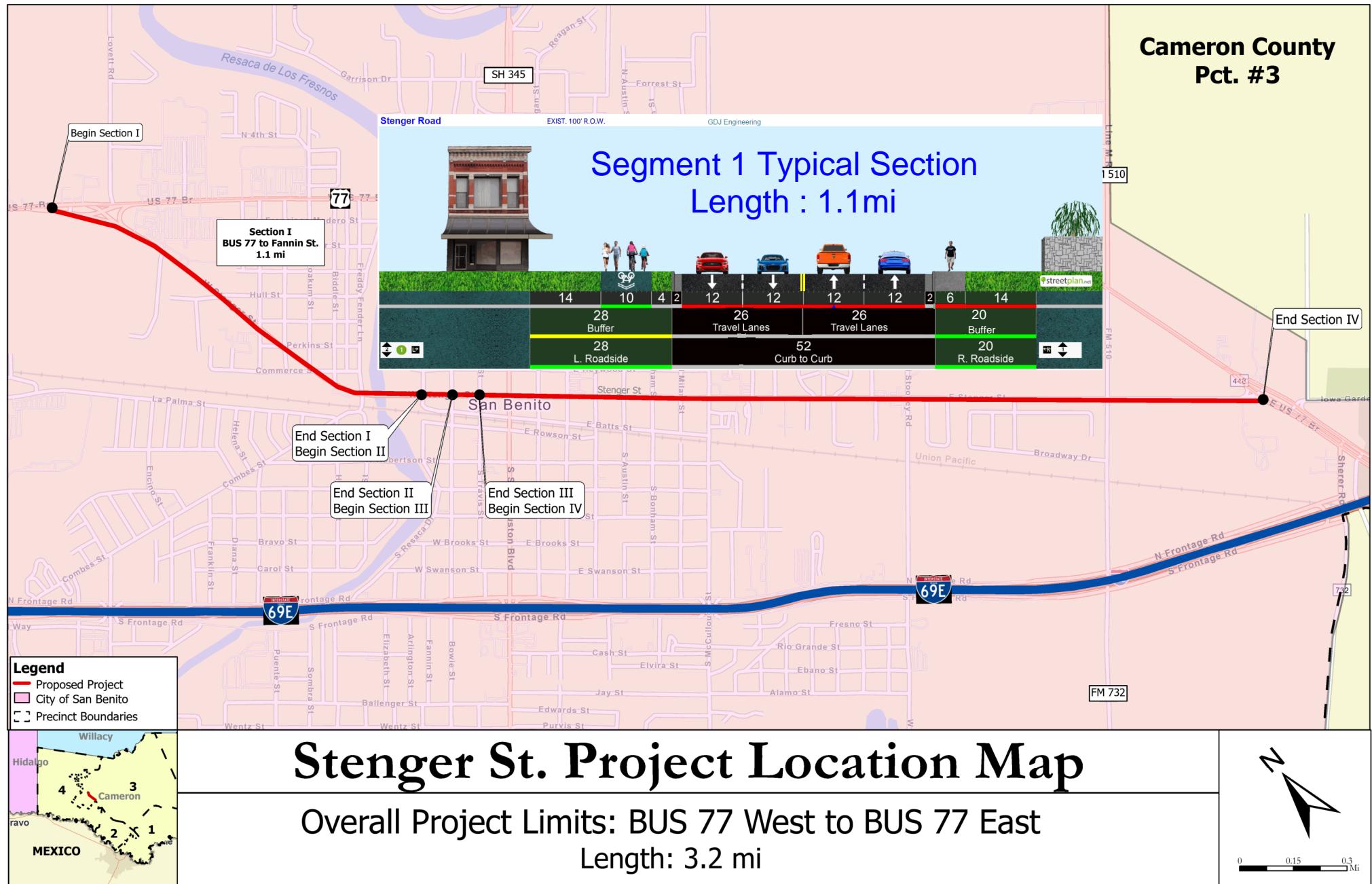
Attested by: \_\_\_\_\_  
 Arturo A. Nelson  
 CCRMA Secretary

Frank Parker, Jr.  
 CCRMA Chairman

Attested by: \_\_\_\_\_  
 Ruth McGinnis  
 City Secretary

Ricardo "Rick" Guerra  
 San Benito Mayor

Exhibit A



## Exhibit B

**Stenger SUP Segment I Cost (W US77 to Fannin)**  
**includes Bridge Widening (1.1mi)**

Construction Cost	\$	1,375,000.00
Construction Engineering Cost	\$	116,875.00
Total TASA needed	\$	1,491,875.00
PE (100% Local) PS&E, Permitting, Env., and Design Survey (est.)	\$	230,000.00
<b>Total project cost</b>	<b>\$</b>	<b>1,721,875.00</b>
local match Const / CEI (20% of TASA)	\$	298,375.00
Local (PE + local Match) Total Local Match	\$	<b>528,375.00</b>
% Local Match		31%
Total Federal (80% of TASA request)	\$	1,193,500.00

Note: TASA not eligible for TxDOT Economically Disadvantaged Counties Program

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**Carbon Reduction Program**  
**Off-System**

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

**WITNESSETH**

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

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

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

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

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

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **November 27, 2023**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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

## AGREEMENT

### 1. Responsible Parties:

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

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

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

### 2. Period of the Agreement

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

### 3. Scope of Work

The scope of work for the Project consists of the construction of a 10ft. concrete shared used path from BUS 77 W to Fannin St. as shown on Attachment A.

### 4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT

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procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

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definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

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legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

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

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

## 6. Amendments

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

## 7. Remedies

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

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that

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utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

#### **9. Environmental Assessment and Mitigation**

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

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

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

#### **10. Compliance with Accessibility Standards**

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

#### **11. Architectural and Engineering Services**

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

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

## 12. Construction Responsibilities

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

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

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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

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

The Local Government shall be responsible for the following:

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

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property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

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

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## 16. Notices

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

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

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

## 17. Legal Construction

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

## 18. Responsibilities of the Parties

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

## 19. Ownership of Documents

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

## 20. Compliance with Laws

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

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**21. Sole Agreement**

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

**22. Cost Principles**

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

**23. Procurement and Property Management Standards**

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

**24. Inspection of Books and Records**

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

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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Project Name	Stenger Concrete Path				<b>AFA Not Used For Research &amp; Development</b>	

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

## 26. Pertinent Non-Discrimination Authorities

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

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

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

#### 29. **Lobbying Certification**

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

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

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

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

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[14/pdf/2010-22705.pdf](http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
  - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
  - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

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

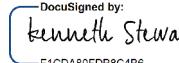
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### 32. Signatory Warranty

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

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

#### THE STATE OF TEXAS

 Kenneth Stewart  
F1CDA80FDB8C4B6...

\_\_\_\_\_  
Signature

Kenneth Stewart

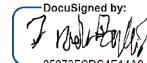
Typed or Printed Name

Director of Contract Services

Typed or Printed Title  
4/24/2024

\_\_\_\_\_  
Date

#### THE LOCAL GOVERNMENT

 Frank Parker, Jr.  
85073FCDC4E14A9...

\_\_\_\_\_  
Signature

Frank Parker, Jr.

Typed or Printed Name

CCRMA Chairman

Typed or Printed Title  
4/24/2024

\_\_\_\_\_  
Date

TxDOT:				Federal Highway Administration:	
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## ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:			
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## ATTACHMENT B PROJECT BUDGET

Construction is allocated based on 80% Federal funding, 13.4% state funding and 6.6% Local funding. The Local Government is responsible for 100% of project cost overruns. The Local Government is responsible for 100% of the cost of Preliminary Engineering, Environmental, Construction Engineering and all Direct State Costs. The following is an estimated breakdown of the project costs and funding participation.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by Local Government)	\$69,971	0%	\$0	0%	0.0%	\$0	100%	100%	\$69,971
Environmental (by Local Government)	\$17,493	0%	\$0	0%	0%	\$0	100%	100%	\$17,493
Construction (by Local Government) Cat 10.		80%	\$1,400,125	0%	13.4%	\$234,521		6.6%	\$115,510
Construction Engineering (by Local Government)	\$157,257	0%	\$0	0%	0%	\$0	100%	100	\$157,257
<b>Subtotal</b>	<b>\$1,994,877</b>	<b>\$1,400,125</b>		<b>\$234,521</b>			<b>\$360,231</b>		
Environmental Direct State Costs	\$1,312	0%		0%	0%	\$0	0%	100%	\$1,312
Right Of Way Direct State Costs	\$656	0%	\$0	0%		\$0	0%	100%	\$656
Engineer Direct State Costs	\$10,496	0%	\$0	0%	0%	\$0	0%		\$10,496
Utility Direct State Costs	\$656	0%	\$0	0%	0%	\$0	0%		\$656
Construction Direct State Cost (State review and oversight of Construction Engineering)		0%	\$0		0%	\$0	0%	100%	\$55,315
Indirect State Cost (4.6%)	\$91,764	0%	\$0	0%		\$91,764		0%	\$0
<b>Subtotal</b>	<b>\$160,199</b>	<b>\$0</b>		<b>\$91,764</b>			<b>\$68,435</b>		
<b>TOTAL</b>	<b>\$2,155,076</b>	<b>\$1,400,125</b>		<b>\$326,285</b>			<b>\$423,666</b>		

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

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

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## ATTACHMENT C

### RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

THE STATE OF TEXAS  
COUNTY OF CAMERON

#### RESOLUTION

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

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

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

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

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

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

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

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

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

  
FRANK PARKER, JR.  
CHAIRMAN

(Absent)  
MICHAEL F. SCAIEF  
VICE CHAIRMAN

  
ARTURO A. NELSON  
SECRETARY

  
AL VILLARREAL  
TREASURER

  
MARK ESPARZA  
DIRECTOR

  
LEO GARZA  
DIRECTOR

  
JULIE GUERRA-RAMIREZ  
DIRECTOR



600 W. I-H 2 | Pharr, Texas 78577  
 956.702.6100  
 txdot.gov

June 25, 2025

Mr. Frank Parker, Jr., Chairman  
 Cameron County Regional Mobility Authority (CCRMA)  
 3461 Carmen Avenue  
 Rancho Viejo, Texas 78575

**RE: Request for Construction Direct State Cost Payment**  
**Stenger Concrete Path**  
**CCSJ: 0921-06-370**

Dear Mr. Parker, Jr.,

As Shown on "Attachment B, Project Budget" of the Advanced Funding Agreement, CCRMA's share for construction local participation and construction Direct State Costs is **\$170,825.00**. The amount is due within 60 days prior to the advertisement of the construction contract for bids. The project is currently scheduled to let in August 2025.

Construction Local Participation	\$115,510	\$115,510/ 2 = \$57,755
Construction Direct State Costs (DSC)	\$55,315	
Total Amount Due:	\$170,825	

Please remit a check made payable to the Texas Department of Transportation, in the amount of **\$170,825.00** to the attention of Ms. Dora E. Robles, P.E., District Advance Transportation Planning Director, at the above address. Please submit payment no later than July 31, 2025, to cover this cost.

Please contact Ms. Dora E. Robles, P.E., or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

DocuSigned by:  
 Pedro R. Alvarez

EABA335C2DAA48C...  
 Pedro R. Alvarez, P.E.  
 Pharr District Engineer

Attachments

cc: Rex A. Costley, P.E., Deputy District Engineer  
 Norma Y. Garza, P.E., Director of Transportation Planning and Development  
 Andres Espinoza, P.E., San Benito Area Engineer  
 Dora E. Robles, P.E., District Advance Transportation Planning Director  
 Agustin Ramirez, P.E., Design Support Supervisor  
 Mark Rosas, TxDOT Project Manager  
 Pete Sepulveda, Executive Director/RPIC, Cameron County Regional Mobility Authority  
 Lulu Mayorga, Executive Director Assistant, Cameron County Regional Mobility Authority  
 Michael Medina, PTP, Executive Director, RGVMPO

**2-K    CONSIDERATION AND APPROVAL OF THE AMENDED CAMERON  
COUNTY REGIONAL MOBILITY AUTHORITY PERSONNEL POLICY &  
PROCEDURES**



**IMPROVING MORE THAN JUST ROADS**

Page 9

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

**To: Board of Directors**

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

**Date: August 28, 2025**

**Subj: Item 2K- Consideration and Approval of the Amended Cameron County Regional Mobility Authority Personnel Policies & Procedures.**

---

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

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

Chapter 9, Letter C, language was added for separated employees to pick up their final check at CCRMA Office.

Chapter 44, Letter F, added "employee badges" as part of CCRMA equipment.



## **Amended and Restated Personnel Policy Manual**

**ADOPTED BY  
BOARD ACTION**

**September 13, 2019**

Revised on September 17, 2020

Revised on April 1, 2021

Revised on July 22, 2021

Revised on October 26, 2023

Revised on May 30, 2024

Revised on August 28, 2025

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

- A. The passing of House Bill 3588 by the Texas Legislature in 2003 brought about major innovative reform in how essential transportation projects can be funded. The traditional methods of financing to develop local transportation systems, particularly the gas tax can no longer be relied upon to keep pace with rising transportation costs. The Texas Legislature approved the establishment of Regional Mobility Authorities (RMA's) as an innovative transportation tool to accelerate projects and create new revenue streams for local transportation system projects. The Texas Transportation Commission (TTC) approved the creation of the Cameron County Regional Mobility Authority (CCRMA) on September 30, 2004 to promote and improve regional mobility within Cameron County, South Texas and internationally with the Northern Tamaulipas region of Mexico.
- B. The mission of the CCRMA is to expeditiously provide innovative, regional solutions to congestion problems while enhancing the economic vitality and quality of life in the Cameron County region. Our goals include:
  - 1. Provide Expertise in the Development of Solutions to our Region's Mobility Challenges
  - 2. Deliver Mobility Projects Expeditiously
  - 3. New Economic Development Opportunities
  - 4. Identify Financial Alternatives
  - 5. Organizational Transparency and Efficiency
- C. The CCRMA is committed to be an open and transparent government organization staffed by experts who are purposefully working cooperatively with key stakeholder ground in the community.

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

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

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

## **CHAPTER 2. ORGANIZATIONAL STRUCTURE**

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

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

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

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

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

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

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

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

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

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

## **CHAPTER 6. DISABILITY POLICY**

A. The CCRMA will make reasonable accommodations, as required by state and federal law and in accordance with the most recent interpretations of any applicable law.

B. Employees who believe they need an accommodation in the performance of their job should discuss the matter with their supervisor or department head so that an evaluation can be made about the extent to which such an accommodation is either needed or required.

C. CCRMA management reserves the right to make ultimate determinations about the level of accommodation required by law, taking into account the legitimate needs and interests of the CCRMA, as well as of the employee.

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

A. Regular Full-Time employees are those who are regularly scheduled to be at work a minimum of forty hours per week on a regular basis. Regular Full-Time employees will receive full benefits, subject to completion of a probationary period as specified in this Manual.

B. Regular Part-Time employees are those employees who are regularly assigned to work less than the amount of time regularly scheduled for Full-Time employees. While part time employees may occasionally work forty or more hours in a particular workweek, or in a series of workweeks, that by itself will not change their regular schedule. However, the CCRMA reserves the right to change the regular schedules of employees at any time. In such case, the CCRMA will give affected employees as much advance notice as possible of their new regular schedules and will advise employees of the effect of such changes on their eligibility for company benefits. Regular part-time employees shall not receive any fringe benefits, except those required by law, or except as otherwise provided for in this Manual. Part-Time regular employees are not eligible for CCRMA benefits, other than Texas County District Retirement System (TCDRS), Workers Compensation Insurance and FICA (Social Security and Medicare tax).

C. Temporary or Seasonal employees who are expected to remain employed for only a limited period of time (such as for a season) or for a special task or project will be carried as Temporary Employees. Temporary/Seasonal employees are not eligible for CCRMA benefits, other than Workers Compensation Insurance and FICA (Social Security and Medicare tax).

D. An intern is an employee who generally is hired to work for a defined period usually coinciding with the college semester and may work from 10-30 hours per work week, depending on business needs, and intern's college schedule, and other factors. This position may be paid or unpaid. Interns are not eligible for CCRMA benefits, other than Workers Compensation Insurance and FICA (Social Security and Medicare tax).

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

## **CHAPTER 8. PROBATIONARY STATUS**

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

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

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

- C. Final Paycheck. The separated employee will need to pick up the final paycheck at the CCRMA office.

## **CHAPTER 10. RESIDENCE REQUIREMENTS**

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

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

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

- E. As applied to appointed officers of the CCRMA who meets the definition of public official, the state law prohibitions on nepotism also applies to the appointed officers set forth above.
- F. In the event that two current CCRMA employees become related in a manner prohibited by this section, the two parties will be given a reasonable time for one or the other to secure another position, within the CCRMA in another department, or outside. For purposes of this policy, a reasonable time will not normally exceed two months. If the two parties cannot decide which of them will forfeit his or her job, the party with the least seniority may be terminated.

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

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

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

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

promotion recognized advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will receive a salary increase. Promotions are approved by the department head within the staffing pattern and budget limits approved by the CCRMA. Upon promotion an employee is in evaluation period in the new position for a period of six months from the date of the written approval of the promotion, unless extended by the department head for an additional period of up to six (6) months.

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

## **CHAPTER 14. PERFORMANCE EXPECTATIONS**

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

**CHAPTER 15. PERFORMANCE EVALUATION**

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

**CHAPTER 16. PERSONNEL RECORDS**

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

**CHAPTER 17. REQUIRED EMPLOYEE DATA**

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

- 3. Changes in marital status or in number of dependents to the extent that such change impacts health insurance coverage and income tax withholding;
- 4. Changes of beneficiary for life insurance and retirement benefits;
- 5. Any certificates related to schooling or training, especially if it relates to the employee's job duties;
- 6. Any changes in social security or driver's license numbers;
- 7. A valid identification or driver's license;
- 8. Any arrest for any offense other than a minor traffic offense such as parking or speeding.

C. Employees should also fill out a form related to the exercise of their option regarding whether they want certain personal data contained in their personnel file to be excluded from disclosure in response to any request for information filed with the CCRMA under the Texas Public Information Act Request.

- 1. The appropriate form is attached as Exhibit "C" to this Manual. It should be filled out, signed, and turned in to the department head or authorized personnel.

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

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

## **CHAPTER 19. PAYROLL DEDUCTIONS**

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

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

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

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

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

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

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

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

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

spent on legitimate, work-related activities that have been approved by the Supervisor.

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

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

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

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

voluntary deductions should be requested from the department head or the authorized personnel.

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

## CHAPTER 25. SUMMARY OF BENEFITS

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

1. CCRMA participates in the Texas County and District Retirement System. The CCRMA contributes an amount equal to seven percent of the employee's pay to the retirement fund to match dollar per dollar contribution that the employee makes. Mandatory participation in the Retirement plan is required by state law for regular employees who work more than nine hundred (900) hours a year. Regular retirement benefits and disability retirement benefits are available to retirement system members. A terminated employee who has less than four (4) years of service with the CCRMA may leave his or her deposits in the System for a period of five (5) years from the date of last deposit, thus retaining membership and all related credited service on deposits at the end of each year during the period. However, if at the end of the five (5) year period of inactivity the inactive member has not resumed participation with the system, membership will terminate, and all previously earned credited service will be forfeited. No further interest will be earned on deposits.
2. A terminated employee who has earned at least for (4) years (but less than ten years) of credited service may leave his or her deposits in the system of as long as desired, thereby retaining membership and all related credited service as well as the right to receive interest on the balance of deposits at the end of each year. However, additional credited service with the system or one of the other statewide systems must be earned to satisfy the length of service requirement of service retirement.
3. Withdrawal of deposits in the event of death. Every employee who becomes a beneficiary at the time of application for membership. The member should review the designation from time to time and change the designation if necessary. In the event of the member's death, the beneficiary will receive all of the member's deposits with interest provided the member was not eligible for deferred service retirement benefits, in which case the beneficiary may receive a monthly income for a specific number of years or for life. If the deceased member was not eligible for deferred service retirement and had not designated a beneficiary, the member's deposits and interest earnings are payable the member's estate.

C. Unemployment Benefits:

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

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

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

**CHAPTER 27. PAID TIME OFF: HOLIDAYS**

A. The CCRMA Board of Directors shall establish and authorize a set number of recognized holidays each fiscal year as a part of its budget review and budget adoption obligations.

1. The following days are generally observed as paid holidays for regular CCRMA employees:

- New Year's Eve and New Year's Day, the day before or the day after if they fall on a weekend.
- Rev. Dr. Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving and the day after
- Christmas Eve and Christmas Day, the day before or the day after if they fall on a weekend

B. Holiday pay, consisting of one eight (8) hour shift per holiday, shall be paid at the qualifying employee's regular rate of pay in the payroll period following the holiday in question, regardless of whether the employee in fact works on the recognized holiday.

C. FLSA non-exempt employees who actually work on a holiday specified above shall, *in addition to their holiday pay*, be compensated at one and a one-half (1.5) times that employee's regular rate of pay for hours actually worked during a recognized holiday period.

1. The intention behind this provision is to provide a premium holiday pay to those employees *who in fact work during a holiday period*; and who are not able to take the holiday off from work.
2. For purposes of applying this premium holiday pay provision, a holiday period shall run from midnight to midnight on the date of the actual or the recognized holiday.
3. If an approved holiday falls on a Saturday, the previous Friday shall be observed as the holiday period. If an approved holiday falls on a Sunday, the next Monday shall be considered to be the holiday period.
4. In addition, any workday designated as an observed holiday by the CCRMA, shall be treated as a holiday period.
5. In the event that a CCRMA scheduled holiday occurs during the employee's scheduled vacation time, the employee will be paid for the holiday, and vacation time will not be charged for that day.

D. An employee who utilizes sick leave on a working day prior to and/or following a recognized holiday shall automatically forfeit holiday pay unless the utilization of sick leave is corroborated or excused by a health care provider.

1. Forfeiture of holiday pay under this provision may be appealed to the Executive Director, whose decision on the issue shall be final.

E. The Executive Director retains the right to make modifications and adjustments to recognized holidays and related compensation at any time.

## CHAPTER 28. PAID TIME OFF: VACATION TIME

A. Full-time employees accrue vacation time based on the number of years of full-time employment with the CCRMA using date of hire (DOH). Only regular full-time employees accrue vacation time. All other categories of employees do not accrue vacation time.

B. Accrual of vacation time will accrue on a bi-weekly basis in accordance with pay period and the following accrual schedule:

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

C. A newly hired or newly rehired employee who is on probationary status, shall accrue vacation time from the last DOH, but may not use accrued vacation time for a period of 180 days from DOH. The Executive Director reserves the right to make modifications and adjustments to the mentioned rule.

1. This restriction does not apply to intra- or inter-transfer employees who are on a probationary status.

D. An employee shall not accumulate more than the annual accrual of vacation time as set above and may, with the Executive Director's written approval, carryover 40 hours of the unused vacation into the next fiscal year on a grace period.

1. In the event an employee is unable to take vacation prior to the end of the fiscal year due to Department needs, the employee may be entitled to a grace period of 3 months of the next fiscal year to take vacation.
2. Provided, however, that employees, who upon the adoption of this Personnel Manual, have already accumulated vacation time in excess of the maximum accumulated time specified above, shall not lose that accumulated time, but no additional time shall accrue unless and until the vacation time account falls below the maximum amount stated above.

E. Requests to use or apply vacation time shall be documented in writing. Vacation time will be administered as follows:

1. Vacation time may be used and shall be charged in one (1) hour increments for all employees.
2. Department heads are authorized to schedule and to approve vacation time giving due consideration to the staffing needs of the CCRMA and the interest of the employees in utilizing their vacation time.
3. Employees on vacation time are subject to be recalled to duty if in the discretion of CCRMA management, the staffing needs of the CCRMA warrant such a recall.

F. Employees are encouraged to schedule and use accrued vacation time. Except as otherwise provided in this Manual, employees shall be paid their accrued vacation time upon separation from employment, subject to the accrual cap specified above.

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

A. It is the policy of the CCRMA to grant sick leave with pay to eligible employees for the purpose of a bona fide illness of the employee.

1. Use of sick leave for unauthorized purposes will be considered an abuse of sick leave and can subject an employee to disciplinary action up to and including termination.

B. Sick leave will begin accruing on the DOH for eligible employees at the rate of 4 hours per pay period. Sick leave is cumulative up to sixty days (480 hours).

1. For purpose of transitioning into this policy, existing sick leave accrual amounts at the time of adoption of this Manual shall be maintained.

C. During the time that a newly hired, or newly rehired employee is on probationary status, that employee shall accrue, but shall not be entitled to utilize, any sick leave accruals for a period of 180 days from the DOH. A probationary employee who is out because of illness will be treated as being on leave without pay.

1. This restriction does not apply to inter- or intra-transfer employees who may be on a probationary status.

D. Sick leave utilization for all eligible employees shall be charged in increments of .25-hours.

1. The Executive Director is authorized to modify the increments charged (up or down) if such is necessary as a matter of administrative discretion.

E. An employee must notify their Department Head or immediate supervisor in writing upon learning that sick leave will be used. An employee is expected to provide as much advance notice as possible to allow the CCRMA to make other staffing arrangements. Failure to do so is grounds for disciplinary action up to and including termination.

1. In this regard, a department head may impose additional written notification requirements peculiar to the needs of that Department.

F. An employee on sick leave who uses up all accrued sick leave benefits may request vacation leave and/or family and medical leave without pay, if applicable.

G. CCRMA management may request and obtain verification of the circumstances surrounding use of sick leave from the employee at any time that sick leave is used,

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

H. An employee returning to work after taking sick leave in excess of two (2) workdays must submit a statement signed by a health care provider corroborating the legitimate utilization of sick leave by the employee. The Executive Director may waive this requirement if such waiver is justified under the circumstances.

I. An employee who utilizes sick leave on a working day immediately prior to and/or following a recognized holiday shall automatically forfeit holiday pay as well as pay for the other day or days missed unless the utilization of sick leave is corroborated or excused by a health care provider. The Executive Director shall have a final decision over whether this forfeiture provision has been properly applied.

## **CHAPTER 30. INTENTIONALLY DELETED**

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

A. As a general rule, accrued sick leave shall not be paid out upon separation from employment, regardless of the reason for separation, except for the circumstances allowed below.

B. Accrued sick leave may be paid out in accordance with the following conditions, if approved by the Executive Director:

1. If an employee retires from the CCRMA in good standing, and the employee upon retiring has worked the last ten (10) years consecutively with the CCRMA, then that employee will be paid for accrued sick leave in the amount of up to 480 hours of accrued sick leave.
2. In the event a CCRMA employee is killed or otherwise dies in the line of active duty, and the deceased employee has accrued sick leave at the time of death, the CCRMA may pay out to the deceased employee's estate or duly designated beneficiary on record with the CCRMA, up to 480 hours of accrued sick leave, provided, however, that:
  - a) The employee was in good standing at the time of death,
  - b) The pay out of accrued sick leave under this provision must be presented to and affirmatively confirmed by the Executive Director as a line of duty death.

C. Any sick leave pay-out shall be at the rate of pay being earned at the time of retirement or of death as provided for in this Chapter.

## **CHAPTER 32. INTENTIONALLY DELETED**

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

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

B. "Immediate family" for purposes of leave under this Chapter is defined as spouse, son, daughter, parents, grandparents, brother, sister, parents-in-law, son-in-law,

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

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

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

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

D. Employees on workers' comp leave shall be entitled to receive full salary continuation by utilization of accrued paid leave, and will be utilized in the following order:

- a. compensatory time;
- b. sick leave;
- c. vacation time.

1. To implement this provision, workers' compensation checks must first be delivered or signed over to the CCRMA.
2. An employee who exhausts all paid time off benefits shall receive only those benefits provided under workers' compensation plan.

E. When an employee is out of work due to an injury while on the job, that employee may utilize his or her sick leave for the amount of time they are out of work (no more than 7 calendar days) for salary continuation purposes. If the employee is out of work for less than seven calendar days, their sick leave is not adjusted. If the employee is out of work more than seven calendar days, 70% of their sick leave will be returned to them and workers compensation insurance will compensate them up to 70%.

F. An employee who is on workers' comp injury leave for a period of 180 calendar days (about six months) and who is unable within this period of time to return to work and perform the core duties of their position, will be separated from that employee's position of employment as a non-disciplinary separation.

G. The 180-calendar day's period will not be treated as being broken if management determines that efforts to return to work are not made in good faith or appear to be for the purpose of re-triggering or otherwise circumventing the time period contained in this provision.

1. In other words, insubstantial appearances at work during the stated period that are determined by CCRMA management personnel to be made for the purpose of breaking the continuity of the period and side-stepping the purpose of this rule, shall not qualify as a break in the stated period.

H. When a work-related injury or illness occurs, it is essential that prompt medical treatment be provided. Unless it is an emergency requiring immediate treatment, do not seek aid without first informing the CCRMA's Executive Director and using authorized medical providers. If it is an emergency, seek initial treatment at the nearest hospital emergency room or medical clinic. Then, notify the CCRMA's Executive Director.

I. Stipulations relating to benefits payable and compensation related to work-related injuries include:

1. A reduction in compensation and death benefits where injury is caused by the willful failure of the employee to obey established safety rules and/or use employer provided safety equipment.
2. A reduction in compensation and death benefits if the injury was sustained in conjunction with the use of alcohol and/or non-prescribed controlled or illegal drugs. A total forfeiture of benefits or compensation otherwise payable for death or disability will apply if it is determined that the use of alcohol and/or non-prescribed controlled or illegal drugs is the proximate cause of the injury that is in violation of the CCRMA's rule or policy.

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

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

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

- I. Employees wishing to take FMLA leave must submit an Application for FMLA leave to their department head as soon as possible prior to taking FMLA leave. If submission prior to taking leave is not possible, the Application must be submitted as soon as possible after commencement of FMLA leave. Applications are available from your department head or from the authorized personnel.
- J. The CCRMA requires medical certification to support a request for leave due to a serious health condition and may require additional medical opinions at the CCRMA's expense. If an employee fails to provide the required notice and medical certification, the CCRMA may deny the request for FMLA leave. An employee may also be required to furnish periodic reports on his or her status while on FMLA leave and of his or her intent to return to work.
- K. When in the opinion of an employee's department head, an employee's health is in such condition as to prevent the employee from performing assigned duties or as to present a significant health risk to other persons with whom the employee has contact in the course of the employee's job performance, an employee may, under the appropriate circumstances, be required to take FMLA leave. Such leave may be paid or unpaid, depending on the circumstances.
- L. The CCRMA will maintain the employee's health insurance coverage under the CCRMA's Group health plan while an employee is on FMLA leave on the same terms and conditions as for active employees.  
If deductions are being made from an employee's paycheck for health insurance for insured persons other than the employee, it is the Employee's responsibility to make arrangements to see that the premium payments continue to be made while the employee is on unpaid FMLA leave.
- M. When an employee returns to work from a FMLA leave status attributable to their own qualifying health condition, he or she must present a Fitness for Duty Report from a health care provider to the department head or to the authorized personnel. The employee will then be restored to the employee's former employment status to the extent required by the FMLA.
- N. An employee who is unable or unwilling to return to work after FMLA leave is completed or to present a fitness for duty report is subject to discipline and/or non-disciplinary suspension or separation, as the circumstances require.

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

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

3. For purposes of this Article, “position availability” refers to positions which are already open at the time a formal request for an alternative duty assignment is made.

D. Procedural Handling:

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

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

A. All jury duty must be verified by appropriate documentation. Employees who are placed under compulsory jury duty before any court of law will be excused from work with pay, subject to the following conditions:

1. Employees are responsible for keeping their supervisor advised of the anticipated length of jury duty once known so that staffing needs of the CCRMA can be satisfied.
2. Employees who serve on a jury during regular working hours must immediately report to their supervisor when excused or released by the court from jury duty.
3. If an employee does not report to work when excused or released by the court, the employee may not be paid for unexcused time off and may be subject to disciplinary action for failure to report to work.

B. Any fees tendered to the employee by the Court for jury duty do not need to be signed over to the CCRMA in lieu of payment of salary and benefits.

C. Employees subjected to court ordered subpoenas during working hours must notify supervisors of the subpoena and make arrangements with their supervisors to comply with the subpoena.

1. Supervisors shall determine whether to allow work time or other time off (paid or unpaid, but not sick leave) to comply with the subpoena.

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

## **CHAPTER 38. MILITARY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

- b) The employee has caused a work-related accident or was operating or helping to operate machinery, equipment, or a vehicle involved in a work-related accident or in damage to property.
- 4. At the discretion of the Executive Director, employees may be required to participate in random, spot-check drug screens. Drug tests are unannounced, and every employee has an equal chance of being selected for random testing.
  - a) Any random test, if called for by the Executive Director, shall be mandatory. Refusal to cooperate shall be treated as an act of insubordination and may subject the employee to disciplinary action up to and including termination.
- 5. The CCRMA will also conduct testing as required or recommended under the provision of any state or federal government regulations. Any employee who is within a regulated group requiring testing will be required to abide by the CCRMA's policy as well as any government regulations.

F. Testing of employees will be conducted either during the employee's workday or immediately thereafter. Employees will be compensated for this time at their regular rate of pay.

G. The CCRMA will utilize its best efforts to utilize a responsible drug and substance abuse testing laboratory that satisfied the minimum criteria for implementation of drug testing policies, and which provides for a review procedure by a Medical Review Officer (MRO). The laboratory shall be selected by the CCRMA and applicants or employees who are required to submit to testing shall be directed to report to that laboratory for the purpose of providing, including, but not limited to, a urine, blood, or hair specimen for testing.

H. Specimen collection will be performed by the laboratory's personnel and will be conducted in accordance with federal, state, and local requirements to guard the integrity of the specimens, maintain the chain of custody, and ensure the tests are treated as confidential and distribution limited to those having a "need to know".

I. The method of initial testing used will be EMIT (enzyme multiplied immunoassay technique). In the event the initial test results are positive, then the laboratory shall perform a second test on the same specimen to confirm the test results. The confirmation test method used will be GC/MS (gas chromatography/mass spectrometry). Except as otherwise provided under this policy, all initial and confirmation tests shall be performed at the expense of the CCRMA.

J. Positive test results may be reviewed by the laboratory's MRO if the applicant or employee timely and properly invokes an MRO review of a positive test result. In that event, the MRO will interpret and evaluate the test result together with the individual's medical history and any other relevant information. If the MRO nullifies a confirmed positive test result, no further action will be taken against the applicant or the employee based on the positive test results standing alone.

- 1. If the MRO's review determines there is no legitimate medical explanation for the confirmed positive result, the employee will be subject to disciplinary action up to and including termination and applicants will not be eligible for employment.
- 2. Further, negation of a positive test result by an MRO does not preclude the CCRMA from evaluating other incidental misconduct or performance issues that do not depend on the outcome of a test result.

K. All tests results, and related information, shall be maintained and treated as confidential by the CCRMA, except for limited disclosure to representatives on behalf of the CCRMA who have a legitimate “need to know”. Such records are the property of the CCRMA and shall be maintained in a separate file from the employee’s regular personnel file in order to avoid the inadvertent disclosure of the results but may be made available to the applicant or employee upon his or her request for inspection or copying. The testing laboratory will not disclose to the CCRMA any information revealed by the testing relating to the general health, pregnancy, or other physical or mental condition of the person tested or any other information if the disclosure is prohibited by federal, state, or local law.

L. Compliance with the CCRMA’s Alcohol and Drugs Policy is a condition of employment for all employees hired prior to and after the effective date of this policy. Therefore, all employees must sign a form acknowledging receipt of this Personnel Manual.

M. Applicants who refuse to sign a drug-test consent/release or refuse to submit to testing or who adulterate, dilute, or otherwise tamper with a test specimen or have a positive test result that is confirmed in accordance with federal, state, or local rules and regulations, may be denied employment.

N. Employees may be subject to disciplinary action up to and including termination of employment for any of the following:

1. Refusing to sign a drug-test consent/release.
2. Refusing to submit to drug-testing
3. Providing an adulterated, diluted, or substituted specimen on an alcohol or drug test
4. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy.
5. Testing positive for controlled substance(s) in a post-accident test, random test, reasonable suspicion test, or any other test administered in accordance with this policy
6. Any other violation of this policy.

O. Employees who come forward to admit they have a substance abuse problem prior to the CCRMA’s initiation of investigative and/or disciplinary procedures may, at the CCRMA’s discretion, be granted leave for the purpose of obtaining appropriate counseling and treatment. Employees seeking appropriate treatment may be conditionally reinstated to their previous status provided they undergo CCRMA-approved substance abuse counseling/treatment at their own expense, maintain the preventive course of conduct prescribed by their drug and alcohol counselor and doctors, and their work performance is not adversely affected by continued abuse of drugs and alcohol. Employees who are granted the opportunity for treatment will have only one opportunity to go through counseling/treatment. Employees who do not follow the prescribed preventive treatment by their drug counselor or who relapse or engage in drug or alcohol use affecting their job performance will be terminated.

**CHAPTER 43. WORKPLACE HARASSMENT PROHIBITED**

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

8. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
9. Physical conduct that includes touching, assaulting, or impeding or blocking movements.
10. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature.
11. Creating an intimidating, hostile, or offensive working environment by such conduct.

G. Employees must recognize that jokes, innuendos, and other horseplay that might otherwise be acceptable in a non-work environment amongst friends and colleagues is not necessarily acceptable conduct in a work environment. Harassment under this policy includes acts that are declared to be "jokes" or "pranks", but that might reasonably be perceived as hostile or demeaning.

H. Because the potential for misunderstandings and other miscommunication is higher when Employees are at work, all Employees are hereby notified that they need to adhere to professional and more formal standards of behavior towards coworkers, friends, and colleagues while at work.

I. An employee who reasonably believes that he or she is being subjected to conduct or behavior in violation of state or federal law, as recognized by this policy, must take action and report these concerns to appropriate supervisory personnel so that the concerns can be properly investigated and resolved.

1. The CCRMA will determine whether certain conduct occurred and/or whether it constitutes harassment or sexual harassment based upon a review of the facts and circumstances of each situation.
2. If the supervisor is the source of the alleged harassment, then the employee should report the problem to the supervisor's superior.
3. Supervisors who receive a harassment complaint should report the complaint to the Executive Director and to the HR Department.
4. A prompt and careful investigation into the matter will be conducted. This may include questioning employees who may have knowledge of the alleged incident or similar problems. Both the complaint and the investigative actions and findings should be documented thoroughly and the investigative documentation should be kept in a confidential investigation file separate from the normal personnel file. The investigation shall be absolutely confidential subject to disclosure authorized or required by law.
5. Employees who are dissatisfied with the investigator's resolution have the right to file a complaint in accordance with the CCRMA's grievance policy.
6. No employee should be subject to any form of retaliation or discipline for pursuing a harassment complaint.
7. The CCRMA recognizes that the issue of whether harassment has occurred requires a factual determination based on all the evidence received.
8. The CCRMA also recognizes that false accusations of harassment can have serious consequences on innocent employees. We trust that all employees will continue to act in a responsible and professional manner to maintain a pleasant working environment free of discrimination and harassment.

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

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

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

**CHAPTER 45. OPERATION OF MOTOR VEHICLES**

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

- a) Public intoxication;
- b) Implied consent (failure to submit to substance abuse screening);
- c) Seat belt violation;
- d) Stop sign or signal violation;
- e) Two or more moving violations within one year of the initial infraction;
- f) Two or more at fault accidents within one year of the initial infraction;
- g) One at fault accident and one moving violation within one year of the initial infraction;
- h) One negligent collision resulting in serious bodily injury (hospitalization or death) or extensive property damage;
- i) Provided, however, that an employee who submits a certificate of completion of a U.S. based certified defense driving course obtained on their own time and at their own expense may mitigate an adverse evaluation of that employee's employment status, but each situation will nonetheless be evaluated on its own merits.

E. Any employee who receives a traffic citation or who is involved in a motor vehicular collision, regardless of how minor, while operating a motor vehicle on CCRMA business, shall if physically able, file a report of such incident with their immediate supervisor within twenty-four (24) hours of the occurrence of such events or be subject to disciplinary action up to and including termination.

F. Unauthorized use of the CCRMA's motor vehicles, or unauthorized use of the employee's personal vehicle for the CCRMA's business, is prohibited and is a ground for disciplinary action up to and including termination of employment. CCRMA vehicles shall not be used for personal errands or for personal travel. Employees who are provided CCRMA motor vehicles for their use will use such vehicles only for CCRMA related business.

G. CCRMA vehicles shall not be used to transport employees, clients, or others to political activities, to voting precincts or to any other activities outside of normal CCRMA requirements.

H. Employees who are authorized to operate their personal vehicle to conduct CCRMA business must provide the following:

- Copy of Employees Driver's License
- Must show proof of current liability insurance.
- The vehicle must have current registration and inspection. A copy of insurance verification must be provided to the HR Office.

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

## CHAPTER 46. CONFLICT OF INTEREST

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

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

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

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

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

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

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

B. The term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the CCRMA, as well as any other form of electronic communication.

C. The following principles apply to professional use of social media on behalf of the CCRMA as well as personal use of social media when referencing CCRMA. Because online postings can conflict with the interests of the CCRMA and its customers, the CCRMA has adopted the following policy. Breach of this policy may result in counseling and disciplinary action, up to and including termination.

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

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

## **CHAPTER 49. POLITICAL ACTIVITY**

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

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

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

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

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

A. Employee conduct shall be evaluated in the following three primary criteria:

1. Job Performance;
2. Personal Conduct (on duty time); and,
3. Personal Conduct (off-duty but affecting duty status).

B. Job Performance focuses on the ability to perform the functions of the job to which an employee is assigned. Those job functions may evolve over time, as the needs and work of the CCRMA change, and a component of job performance necessarily includes the ability, and the willingness, to adapt to the changes that are required from time to time for the CCRMA to remain competitive, as well as to follow policies and procedures applied by the CCRMA.

C. Personal conduct at work relates to the social skills, manners, and ability of an employee to fit into a public-sector work environment and to get along with other employees. Any conduct that negatively bears on the work environment and work morale will also bear negatively on an employee's qualifications to work in that environment.

D. Personal conduct outside of work, while not ordinarily the focus of job performance or abilities, can and will be the basis of personnel action if it affects the employee in any area of work performance.

E. Any other conduct, either in connection with CCRMA business or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee.

F. Disciplinary action may be taken against an employee for various reasons, which include but are not limited to the following examples:

- Insubordination, i.e., willful disregard of job assignment;
- Absence without approved leave, including failure to notify a supervisor or sick leave and repeated tardiness or early departures;
- Endangering the safety of other persons through negligent or willful acts, e.g., horseplay, reckless use of CCRMA vehicles or equipment, etc.;
- Unauthorized use or misuse of public funds or property, i.e., theft, misuse of vehicles, equipment, etc.;
- Conviction of a felony;
- Conviction of official misconduct or appression;
- Falsification of documents or record;
- Unauthorized use of official information or unauthorized disclosure of confidential information;
- Unauthorized or abusive use of official authority;
- Violation of on the job safety rules;

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

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

A. The CCRMA recognizes four basic types of non-disciplinary separations: 1) voluntary resignation; 2) voluntary retirement; 3) reduction in force and recall; and 4) separation based on an inability to fulfill the core functions of a CCRMA position.

B. Resignation:

1. An employee may leave the CCRMA service in good standing by submitting his or her resignation to the appropriate official at least ten (10) working days in advance of the proposed date of separation. The Executive Director may waive any portion of the notice period.
2. An employee resigning without giving the required notice shall be ineligible for re-hire for a period of one year.

C. Retirement:

1. Regular employees are afforded retirement under the Texas County and District Retirement System.
2. The conditions under which an employee becomes eligible for retirement is determined by the rules established under the Texas County and District Retirement System (TCDRS).

D. Reduction in Force:

1. It is the policy of the CCRMA to assure the continued quality and efficiency of the CCRMA during circumstances including, but not limited to, a lack of work, financial exigencies, reorganization, loss of grant funds, cancellation of projects, or changes in needs or technologies. The Executive Director or his designee shall determine whether a reduction in force is necessary in furtherance of this policy.
2. A reduction in force shall take into consideration factors such as available resources, operational requirements, financial exigencies, and business necessities. The criticality of specific functions/services with respect to the ability to accomplish the mission of the CCRMA is also a consideration. The reduction may take the form of elimination of jobs, reduction in full-time equivalency, or reduction in salary or wages. The CCRMA reserves the right to re-assign its employees when such re-assignment meets operational needs.

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

E. Elimination of Position:

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

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

F. Inability to Fulfill Core Job Duties:

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

## CHAPTER 53. DISCIPLINARY AND TRAINING PROCEDURE

A. The CCRMA endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve performance. However, the CCRMA retains the right to administer discipline to address performance and conduct issues and concerns that arise with respect to situations.

B. The CCRMA Executive Director reserves the right to administer any of the disciplinary actions in sequence or out of sequence depending on the employee situation.

C. The types of progressive discipline include, but are not limited to the following procedures and protocols:

1. A documented extension of probation no longer than the current probation period in force.

- 2. Incident reports including a meeting with the employee to discuss the matter, inform the employee of the nature of the problem and the action necessary to correct it. An incident report may be documented in writing by supervisory personnel without notice of such documentation to the employee.
- 3. Verbal warning to the employee describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action. A written notice or counseling shall be documented in the employee's personnel file and notice of this shall be given to the employee.
- 4. Write-up will be issued to the employee if it continues to exhibit poor performance after receiving incident and verbal warnings. Management reserves the right to write-up an employee without any of the previous mentioned actions based on severity.
- 5. Suspensions, with or without pay, including the issuance of a write-up and Notice of Suspension describing the deficiency or infraction and the action necessary to correct it, warning the employee that a subsequent incident will result in more severe disciplinary action up to and including termination.
- 6. A demotion is a change of duty assignment of an employee from position in one classification in a lower pay group. Demotions may be made for the purpose of voluntary assumption of a less responsible performance in a higher position, or as a result of elimination of the higher positions.
- 7. Dismissal including the issuance of a notice setting forth the grounds for and date of dismissal.

D. Endorsement of a progressive discipline model does not restrict the authority of management to impose an appropriate level of discipline depending on the seriousness of any misconduct.

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

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

- j) Retaliation towards anyone who has made a good faith claim of harassment or other work-related complaint;
- k) Failure to report for work without having given proper notification;
- l) Failure to comply with any one or more of the CCRMA's policies, procedures, or directives set by this policy or by management and/or supervisory personnel.

2. Social incompatibility conduct at work such as;
  - a) Insubordination or disrespectful conduct to a supervisor;
  - b) Confrontational or disrespectful conduct towards a co-worker or other employee;
  - c) Gossip that disrupts the work environment;
  - d) Substance abuse, including alcohol;
3. Criminal conduct, whether on or off duty, such as:
  - a) Any misdemeanor complaint or indictment;
  - b) Any felony indictment;
  - c) Any misdemeanor deferred adjudication or conviction;
  - d) Any felony deferred adjudication or conviction.
  - e) Any conduct on duty that could constitute criminal misconduct if chargeable by prosecuting authorities, including falsification of records, acceptance of bribes, improper use of CCRMA property, and so forth.
  - f) Certain conduct off duty that could constitute criminal misconduct if chargeable by prosecuting authorities and which could bear a negative public perception about the qualifications of that employee to serve the CCRMA.
4. Any other conduct, as determined by the Executive Director, either in connection with CCRMA business, or of such a public nature that it adversely reflects on the CCRMA or the employee's ability to function satisfactorily as a CCRMA employee, or that is not in the best interest of the CCRMA. Any violation of this policy constitutes a failure to act in the best interest of the CCRMA.

## CHAPTER 55. COMPLAINTS AND GRIEVANCES

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

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

B. Complaint/Grievance Procedure.

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

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

a) Level One

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

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

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

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

b) Level Two

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

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

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

c) Level Three

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

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

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

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

## **CHAPTER 56. RESERVED.**

## **CHAPTER 57. RESERVED.**

## **CHAPTER 58. RESERVED.**

## **CHAPTER 59. MISCELLANEOUS**

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

## **CHAPTER 60. DEFINITIONS**

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

**ADA** – American with Disabilities Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

-end-

**EXHIBIT "A"**  
**RECEIPT AND ACKNOWLEDGEMENT FORM**

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

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

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Employee's Printed Name

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Employee's Signature

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Date Received

Copy:Personnel File

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

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

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

*Equal Employment Opportunity*

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

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

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

*Workplace Harassment*

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

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

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

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

#### *Conflicts of Interest*

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

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

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

#### *Gifts and Honoraria*

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

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

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

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

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

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

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

#### *Criminal Activity*

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

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

#### *Searches of Property*

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

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

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

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

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

*Employee Acknowledgement*

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

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

**Acknowledgement**

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

**Employee**

**Date**

**EXHIBIT "C"**  
**TEXAS GOVERNMENT CODE Section 552.024**  
**Public Access Option Form**

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

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

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

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

\_\_\_\_\_  
Signature

**EXHIBIT "D"**  
**WAGE DEDUCTION AUTHORIZATION FORM**

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

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

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

---

Printed Name

---

Signature

---

Date

**EXHIBIT "E"**  
**LOCKER POLICY**

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

**I. Definitions**

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

**Weapon:** any instrument, article or substance that, under immediate circumstances, is capable of causing death or physical injury to an individual or group of individuals. Examples include, but not limited to:

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

**II. Policy**

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

**III. Procedure**

**Assignment of Lockers**

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

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

#### Use/Maintenance of Lockers

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

#### Inspection of Lockers

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

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

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

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

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

#### Weapons and Other Illegal Substances

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

#### Removal of Items from Lockers

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

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

**LOCKER POLICY**

**Acknowledgement**

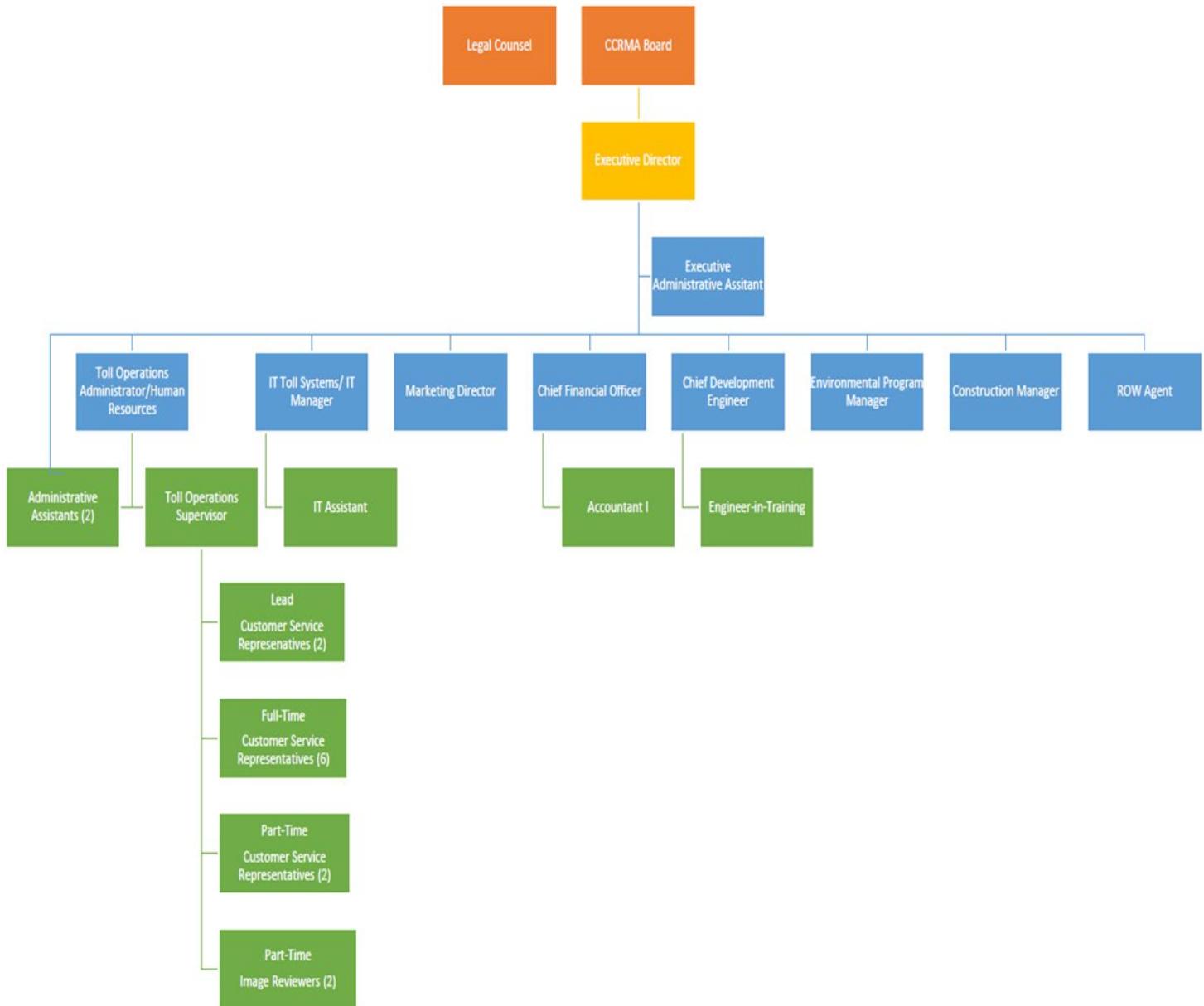
*If Applicable to Employee*

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

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

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

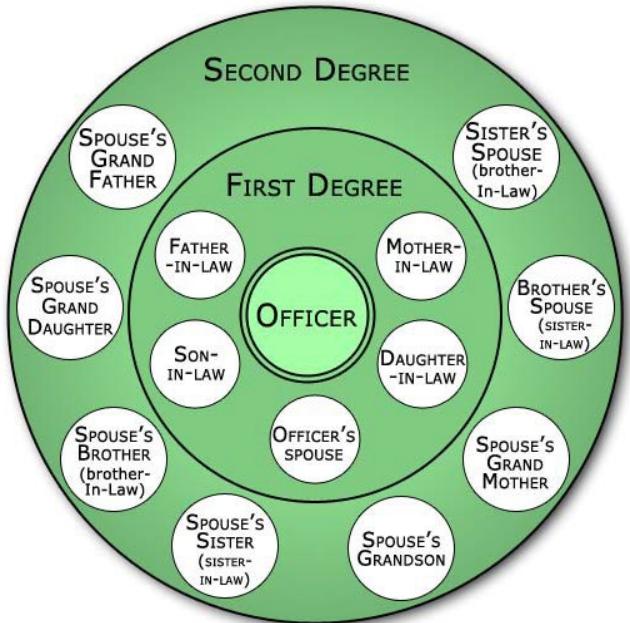
**EXHIBIT “F”**  
**ORGANIZATION STRUCTURE**



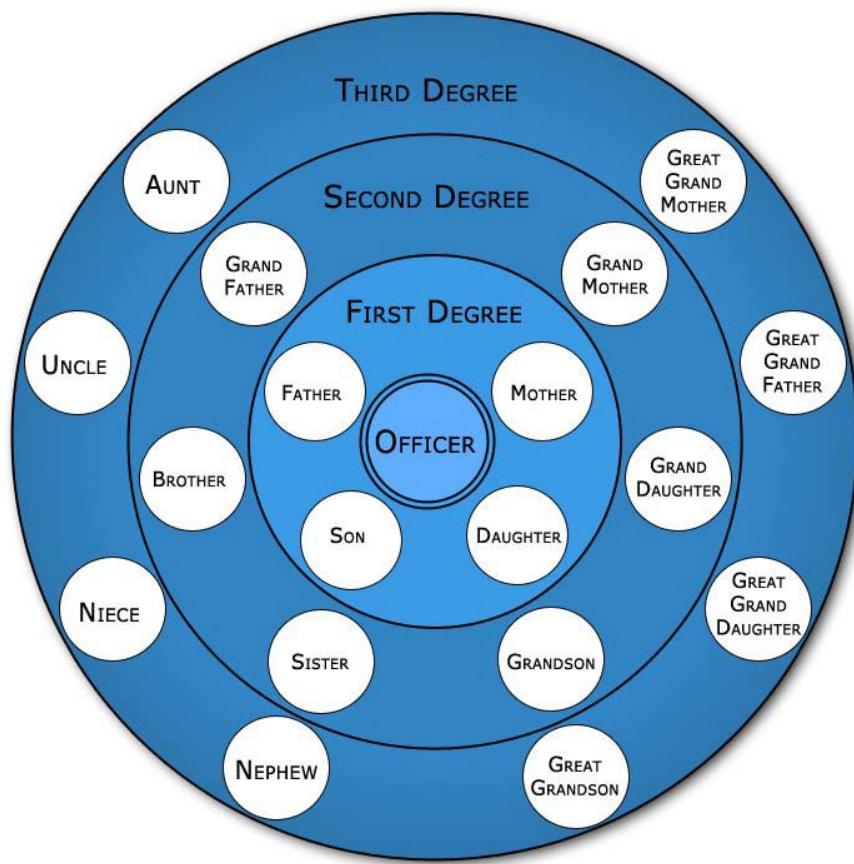
**EXHIBIT "G"**  
**NEPOTISM CHART**

The chart below shows

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



**AFFINITY KINSHIP**  
 Relationship by Marriage



**CONSANGUINITY KINSHIP**  
 Relationship by Blood

**2-L CONSIDERATION AND APPROVAL TO AWARD RFP NO. 2025-002  
FINANCIAL MANAGEMENT AND ACCOUNTING SOFTWARE.**

## **MEMORANDUM**

**TO:** CCRMA Board of Directors

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

**DATE:** June 28, 2025

**SUBJ:** Item 2-K Consideration and Approval to Award RFP No. 2025-002 Financial Management and Accounting Software.

The CCRMA evaluation committee, which consisted of the Executive Director, Chief Financial Officer and Toll Operations Administrator/Human Resources have completed their scoring of proposals and have prepared a recommendation for the board. Below is a summary of the process and activities which have taken place in performing this procurement.

<b>TASK/Note</b>	<b>Date</b>
CCRMA requests Board Approval to advertise for RFP for Bank Depository Services.	03/28/25
CCRMA submits draft RFP to legal for approval.	05/13/25
CCRMA issues final approved RFP 2025-002.	05/16/25
First Advertisement	05/21/25
Second Advertisement	05/28/25
Questions received by deadline. A total of eleven questions received for RFP 2025-002.	05/30/25
CCRMA posts Responses.	06/02/25
RFP's Received by deadline. A total of six RFP's received.	06/12/25
RFP's reviewed for compliance and eligibility. Two submittals did not qualify.	06/16/25
CCRMA Conducts Interviews with the four eligible vendors	08/01/25
CCRMA Evaluation Team individually scores RFP's	08/06/25-08/18/25
CCRMA finalizes Evaluation Team scores and ranking	08/19/25

**Below is a summary of the RFP scores from the evaluation committee:**

**Evaluation Committee Scores**  
**RFP 2025-002 for Financial Management and Accounting Software**

Committee Score	Central Square Technologies	Edmunds GovTech	OpenGov	Oracle America, Inc. NetSuite for Government
Evaluator 1	101	94	88	88
Evaluator 2	108	100	95	99
Evaluator 3	107	102	94	93
<b>Total</b>	<b>316</b>	<b>296</b>	<b>277</b>	<b>280</b>

**Each response was evaluated in the following categories:**

Criteria	Points
Responsiveness of the written proposal to this RFP.	10
Software quality and features, including the vendor's ability to meet requirements specified in this RFP.	30
Vendor experience, references, and commitment to successful implementation, ongoing maintenance, and technical support.	20
System cost, including but not limited to initial purchase price, installation, implementation, training, licensing, and annual maintenance.	40
*Interview if applicable	15
<b>Total</b>	<b>115</b>

**The final ranking is as follows:**

1. Central Square Technologies
2. Edmunds GovTech
3. Oracle America, Inc. NetSuite for Government
4. OpenGov

The CCRMA evaluation committee reviewed the proposals and is recommending selecting Central Square Technologies as the Respondent submitting the proposal offering the best value for the CCRMA and requests board approval to commence negotiations so that CCRMA may enter into a potential agreement.

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

**This item will be tabled.**

- 2-N    CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 2 TO THE CONSTRUCTION CONTRACT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND ZIWA CORPORATION FOR THE LOS INDIOS LAND PORT OF ENTRY EXPORT DOCK RENOVATIONS.**



08/19/2025

Pete Sepulveda, Jr  
Executive Director  
Cameron County Regional Mobility Authority

RE: Recommendation of Approval Change Order No. 2

Dear Mr. Sepulveda,

The purpose of this letter is to provide a recommendation for approval of the proposed scope of work called for by the attached Change Order No. 2 for the Los Indios POE Dock Renovation project. The use of the mini split as a secondary backup to the main HVAC system was proposed by GSA and CBP and requires installation of a condensation line to discharge into a gravel drywell. ASI #3 with revised drawings along with Ziwa's proposal for implementing ASI #3 in the amount of \$5,942.06 are provided in the change order. Although ASI #3 indicates a time extension for 10 working days for the attached work, Ziwa's latest master completion schedule is provided with the change order and no cost for an additional time extension of 34 working days which is provided as a means to partner with the contractor due to challenges with procurement windows provided by suppliers.

If you have any questions, please call me or RRP at (956) 926-5000 or via e-mail at [ppawelek@rrpeng.com](mailto:ppawelek@rrpeng.com).

Sincerely,

A handwritten signature in blue ink that reads 'Phillip J. Pawelek, P.E.'

Phillip J. Pawelek, PE  
Project Manager

Attachments



## CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Ziwa Corporation

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.

Electrical Room heat and air conditioning will be supplied by the use of the mini split as a secondary backup to the main HVAC system was proposed by GSA and CBP and requires installation of a condensation line to discharge into a drywell. As a means of partnering with contractor due to volatility with procuring materials 34 working days will be added to this change order for a total 189 days to substantial completion

CCSJ:	Los Indios Poe Dock Renovation
Project:	Los Indios Poe Dock Renovation
Highway:	_____
County:	Cameron
District:	_____
Contract Number:	2024-003

5. New or revised plan sheet(s) are attached and numbered: M101, M301, and M502

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

By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change. Further, the contractor agrees that this agreement is made in accordance with Item 4 and the Contract. Exceptions should be noted in the response for #5 above.

Ziwa Corporation

THE CONTRACTOR

Date

8/20/25

By

Typed/Printed Name

José de la Gama

Typed/Printed Title

## The following information must be provided

Time Ext. #: 2 Days added on this C.O.: 34

Amt. added by this change order: \$5,942.06

CCRMA use only

Days participating: \_\_\_\_\_

Amount participating: \_\_\_\_\_

Signature

Date

Name/Title

## RECOMMENDED FOR EXECUTION:

Name/Title Frank Parker, Jr., Chairman Date

Phillip J. Pawelek, PE, Project Manager 08/19/2025

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 APPROVED

ZIWA

Initials

RRP

PJP

PJP

CCRMA reserves all rights and does not release any claims, known, unknown, related to the cost of this Change Order.

RRP certifies that the work described in the Change Order is necessary for completion of the project.



**CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 2**

**Estimated Cost:**

CCRMA:

Paid by Invoice? (  Yes  No )

**TABLE A: Force Account Work and Materials Placed into Stock**

TABLE B: Contract Items



Time Extension: 10 days; Time will need to be adjusted if C.O. is not approved within 10 days. Time extension is part of the Cost Proposal Request.

Approved By: Phillip J. Pawelek, PE *Phillip J. Pawelek, PE*

**2-O    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 7  
WITH R.R.P. CONSULTING ENGINEERS, L.L.C. FOR GATEWAY  
INTERNATIONAL BRIDGE COUNTY ADMINISTRATION BUILDING, TOLL  
PLAZA, CANOPIES & PEDESTRIAN BRIDGE PROJECT.**

## WORK AUTHORIZATION NO. 7

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and R.R.P. Consulting Engineers, L.L.C. (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Professional services for the Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge.*

### Section A. - Scope of Services

A.1. GEC shall perform the following Services:

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

### Section B. - Schedule

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

### Section C. – Compensation

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$1,232,386.66, based on the attached estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.
- C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

### Section D. - Authority's Responsibilities

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance.

### Section E. - Other Provisions

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

-SIGNATURES ON NEXT PAGE-

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

Authority: Cameron County Regional  
Mobility Authority

GEC: R.R.P. Consulting Engineers, L.L.C.

By: Frank Parker, Jr.

By: Ahmed Abd-El-Meguid, PhD, PE

Signature: \_\_\_\_\_  
Title: Chairman  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Title: Vice President  
Date: \_\_\_\_\_

### **LIST OF EXHIBITS**

Exhibit A - Authority's Responsibilities  
Exhibit B - Services to be Provided by GEC  
Exhibit C - Work Schedule  
Exhibit D - Cost Proposal

## **EXHIBIT A**

### **Authority's Responsibilities**

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

#### *GENERAL*

The Authority will provide to the GEC the following:

- (1) Provide GEC with a Notice to Proceed.
- (2) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain.
- (4) Provide timely review and decisions in response to the GEC's request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit C.
- (5) Provide GEC with Presidential Permit.
- (6) Provide GEC with Gateway Modernization Plans as they become available.
- (7) Provide GEC with As-Built Gateway Port of Entry plans.
- (8) Provide GEC with Traffic Pattern Schematic developed by Cameron County.

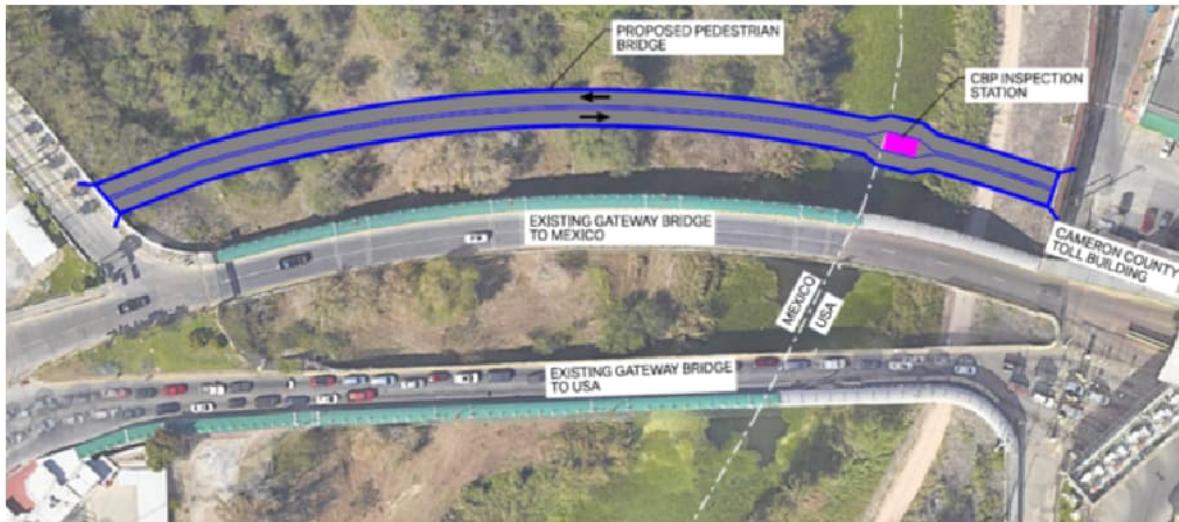
## EXHIBIT B

### Services to be Provided by the GEC

County: Cameron

Project: Gateway Pedestrian Bridge Project

The following exhibit provides an outline of the services to be provided by the GEC through this work authorization in accordance with Section 2 of the Agreement for Professional Services, for the development of the proposed Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project.



The GEC shall provide the preliminary engineering associated with the environmental services, and pedestrian traffic projections required for the advancement of the Gateway Pedestrian Project including supporting infrastructure for a port-of-entry (POE) facility located in Cameron County, Texas. The proposed project shall include an environmental document which shall be completed in accordance with the National Environmental Policy Act (NEPA, 40 CFR 1500-1508), and other applicable federal and state regulations and guidance. Tasks shall be completed through a receipt of a Categorical Exclusion Determination.

In general, under this work authorization which is considered Phase 1, the GEC shall perform:

- Advanced Project Development (APD) activities, including alternative analysis, and pedestrian traffic projections with a preliminary conceptual plan layout only.
- NEPA environmental documentation with supporting documentation
- Full-Level Surveying – US & Mexico
- Full-Level Geotechnical testing – US & Mexico

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

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

## PROJECT/ENGINEERING OVERVIEW

The proposed Gateway Pedestrian Bridge Project will consist of constructing a new International Bridge located 50-100 feet upstream from the existing Gateway. The GEC is aware that the CCRMA has received the Presidential Permit for the Gateway Pedestrian Bridge. The GEC will be following the Presidential permit's articles in a phased approach.

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

## ENVIRONMENTAL OVERVIEW

As per the executed Presidential Permit and to meet the federal and state regulations, policies, and procedures for the Federal Highway Administration (FHWA) , US DOS and TxDOT, USCG, etc., the GEC would conduct field reconnaissance investigations to gather data including but not limited to previous studies, land use/land records, property and facility management records, engineering data, permits, public safety requirements, and/or environmental analyses from previous studies. The GEC would determine preliminary environmental constraints and complete an analysis of alternatives. The GEC shall conduct desk-based and field surveys with respect to potential environmental constraints within the proposed project study area (including proposed alternatives). Field studies shall be conducted followed by the preparation of a series of technical reports and an environmental document which meets the requirements of NEPA. Should the potential significant impacts to the human or natural environment be identified during the preparation of the CE, then an EA or EIS may be required. The CE (or other NEPA document, if required) shall be completed in accordance with NEPA (40 CFR 1500-1508) and other applicable federal and state regulations and guidance. All prepared documents shall meet the requirements of the TxDOT Environmental Compliance Toolkit guidance (TxDOT guidance) and/or similar FHWA guidance, US DOS guidance, USCG guidance, or other designated federal agency guidance. Tasks are scoped through an anticipated receipt of a CE determination.

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

## GENERAL DESCRIPTION

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

### I. Project Advancement – Environmental

#### A. Early Coordination / Consultation

For this task, the GEC will provide the following:

1. Identify/finalize purpose and need, project description, and overall approach to project development (see also I.B.4.).
2. Develop bridge design criteria for the bridge structure for Mexico loading, and in accordance with AASHTO and TxDOT standards and guidelines.
3. Identify up to three (3) preliminary/potential alternative locations for the bridge and/or border station and connecting roadways. Conduct a preliminary alternative analysis (work will now be done in B.1.).
4. Perform preliminary coordination (meetings or correspondence) with the following federal and state agencies including the determination of a lead agency; this task includes coordination, development of agendas and rosters, handouts, and exhibits, conducting meetings (as needed, or up to one (1) meeting per agency) through teleconference, and documentation through final minutes with these and other agencies/organizations:
  - US Department of State (DOS)
  - US Army Corps of Engineers (USACE)
  - US Coast Guard (USCG)
  - US Department of Agriculture (USDA)
  - US Department of Homeland Security [Customs & Border Protection (CBP), General Services Administration (GSA)]
  - US Fish & Wildlife Service (USFWS)
  - US International Boundary & Water Commission (IBWC)
  - Federal Inspection Services [INS], Customs, USDA - Animal and Plant Health Inspection, etc.)]
  - Texas Commission on Environmental Quality (TCEQ)
  - Texas Department of Transportation (TxDOT)
  - Texas Historical Commission (THC)
  - Texas Parks & Wildlife Department (TPWD)
  - Texas Archeological Research Laboratory (TARL)
  - Cameron County Commissioner's Court
  - Cameron County and other counties within 150 miles
  - Cameron County Department of Transportation

- City of Brownsville and any other municipalities within a 50-mile radius of the proposed project location.
- Mexico (Local City, State, and Mexico City; Mexico engineer; Mexico Concessionaire)

5. Presentations at the Bi-National Conference for Bridges & Border Crossings. The GEC shall prepare one (1) PowerPoint presentation describing project development and status, including handouts and exhibits, as required.
6. Prepare preliminary cost estimate for each alternative.
7. Determine preliminary environmental constraints and/or issues for each alternative.
8. Develop conceptual sketches of each alternative.
9. Determine preliminary ROW requirements using roadway functional classification, consideration of environmental impacts, design criteria, access denial limits (control of access), utility corridor space requirements, drainage requirements and typical sections. The proposed roadway improvements, with appropriate design criteria, shall be noted on the typical sections. Preliminary ROW requirements and opinion of costs will be tabulated. A preliminary ROW technical memorandum that documents and describes the ROW requirements and associated opinion of ROW acquisition costs shall be prepared. ROW acquisition costs will be based on current appraisal values obtained from the Cameron County Appraisal District for the specific parcels to be acquired.
10. Develop a Public Involvement Plan if needed. Pop up meetings anticipated.
11. Incorporate and/or respond to comments from agencies (from item 5 above).
12. Prepare/submit Preliminary/Final Scoping Report, along with Letters of Support from stakeholders on each side of the border.

#### B. Project Advancement

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

##### 1. Alternatives Analysis

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

The Alternatives Analysis shall clearly document the basis for the elimination of alternatives and selection of a recommended preferred alternative.

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

##### Deliverables:

- The Alternative Analysis shall be incorporated into the environmental document

(e.g., CE).

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

If not afforded by the CCRMA, the GEC shall secure permission to enter private properties to conduct any surveying, environmental, engineering, or geotechnical activities needed within the study area of the proposed project and/or proposed project ROW. A draft copy of the ROE letter shall be provided to the CCRMA for approval prior to any mailings; the ROE letter, forms and attachments shall follow TxDOT guidance. Property owner names shall be obtained from the CCRMA or the Cameron County Appraisal District website. Detailed research for individual property owner parcel, deed or easement information shall not be conducted at the Cameron County Appraisal District office by the GEC and would require a supplemental work authorization. If requested in writing by a private property owner, the GEC shall contact the property owner in advance of field investigations; property owners may elect to be present while the GEC, or designated subconsultants, are present on the owner's property. The GEC shall not commit acts which would result in damage to private property. The GEC shall make every effort to comply with private property owners' requests while on their property. The GEC shall contact property owners in advance of field surveys or to address specific property owner concerns regarding the work to be conducted on individual property parcels. The GEC shall coordinate ROE for up to twenty (20) parcels within the project area for the purpose of completing field investigations. It is anticipated that the CCRMA may assist with any landowners who refuse to grant ROE or are otherwise hostile with respect to the completion of this scope of services. Private property will not be accessed without a written/signed ROE authorization from the landowner. No tasks listed in this scope of services that require access onto private property shall be conducted without first obtaining a signed ROE from the landowner.

## 3. Field Investigations

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

### Deliverables:

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

## 4. Categorical Exclusion Documentation

The GEC shall prepare a Categorical Exclusion Classification Request Form or other CE-level document that satisfies the requirements of 23 CFR 771.115, 43 TAC 2.41-2.52, NEPA (40 CFR 1500-1508), and TxDOT guidance, as well as similar FHWA, US DOS or other federal agency guidance. The document content shall meet the FHWA requirements (or other federal agency requirements) and/or TxDOT requirements for environmental review documents. Should the classification process or environmental investigations determine that another level of environmental documentation is required (such as an EIS), the level of effort associated with preparing another document type

shall be considered out of scope and subject to a supplemental work authorization. Technical reports shall be completed as deemed appropriate by FHWA, US DOS, or other federal review agency, and/or TxDOT.

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

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

- 1) Need for the Project – The CE shall explain why the project is proposed. The CE shall identify and describe the transportation or other needs that the proposed project is intended to satisfy (e.g., bi-national crossing/POE, provide system continuity, alleviate traffic congestion, improve safety, and/or correct unsatisfactory roadway conditions, etc.).
- 2) Purpose of the Project – The CE shall describe the purpose/goal(s) or desired outcomes that would be attained if a proposed project was implemented. The objectives shall be clearly expressed and useful for identifying the alternative(s) that do and do not warrant consideration as a possible preferred alternative.

**B. Project Introduction and Planning Process**

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

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

The CE shall summarize the results of the Alternatives Analysis and clearly document the basis for the selection of the recommended preferred alternative (including public involvement/comments).

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

**1) Social and Economic Considerations**

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

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

Though most of the study area is undeveloped and land in the vicinity of the proposed project is mixed-use (i.e., undeveloped, residential, commercial), the GEC shall identify potential displacements and/or replacement sites (e.g., residential or business), if required. The GEC shall identify the racial and ethnic identities of any affected individuals and/or communities, in order to determine any potential disproportionate impacts on Limited English Proficiency individuals or communities. Such studies shall fulfill the requirements of applicable Executive Orders. The CE shall include a discussion of the basis for the determination of social, economic, and environmental significance, as appropriate.

## 2) Community Considerations

The GEC shall conduct a Community Impact Assessment, if needed, including the identification of any displacements, changes in access to residential/commercial areas, changes in access to public facilities, changes in travel patterns, changes to community cohesion, and a Limited English Proficiency analysis in accordance with applicable laws and regulations. The GEC shall conduct an analysis sufficient to meet the requirements of TA 6640.8A. The Community Impact Assessment shall follow TxDOT guidance or similar federal guidance.

## 3) Bicycle and Pedestrian Facilities

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

## 4) Visual/Aesthetic Considerations

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

## 5) Utilities and Relocations

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

6) Land Use, Soils, Geology and Farmland Considerations

The GEC shall assess land use, soils, and local geology. The GEC shall identify agricultural/farmland impacts for the proposed project. Identification of farmland impacts shall be conducted in accordance with the Farmland Protection Policy Act (7 USC 4201 et. seq.). Farmland impacts, if identified, shall be reported in the CE. If required, Natural Resources Conservation Service (NRCS) Form AD-1006, "Farmland Conversion Impact Rating" would be completed and submitted to the NRCS.

7) Hazardous Materials Considerations

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

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

- a. A concise summary of information gathered during the ISA, including sufficient information to show that the proposed project area for the bridge/roadway/POE facility was adequately investigated for known or potential hazardous material contamination.
- b. A concise description of the scope of the ISA, disclosure of any limitations of the assessment, and a statement indicating who conducted the assessment.
- c. A concise summary of the findings of the ISA, along with an opinion of the potential for any suspected hazardous material contamination sites to impact the proposed project during construction.
- d. A discussion of any actions recommended for conducting further investigation of suspect areas, and/or justification for the advancement or postponement of further investigations.
- e. A summary of efforts to be employed to avoid or minimize involvement with known or suspected hazardous material contamination sites during construction, and justification for not avoiding contaminated sites within the preferred alternative or corridor alignment.
- f. Disclosure of any known or suspected hazardous material contamination that is anticipated to be encountered during construction.

- g. A discussion of any required or recommended special considerations, contingencies, or provisions to handle known or suspected hazardous material contamination during ROW negotiation and acquisition, property management, design, and construction.
- h. A summary of any early coordination or consultation conducted with the regulatory agencies, local entities, or property owners regarding the potential presence of hazardous materials.
- i. A discussion of any further hazardous materials-related coordination with, and approvals or permits required from, the regulatory agencies or other entities.

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

8) Water Resource Considerations

The GEC shall document compliance with laws and regulations concerning the management of water resources.

9a) Surface Water

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

9b) Floodplains

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

9c) Groundwater

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

## 9d) Waters of the US, including Wetlands

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

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

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

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

10) Vegetation and Habitat Considerations

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

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

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

The habitat analysis shall contain a description of anticipated impacts to vegetation and shall follow the TxDOT *Environmental Handbook: Ecological Resources* (Version 4) guidance. The description of vegetation shall include the acreage for each vegetation type observed. The description of anticipated impacts shall be based on impacts that may be predicted as a result of construction activities and the extent of the bridge/roadway/POE facility proposed for the project. If lack of ROE access to the project study area/ROW limits the field observations for the habitat areas, existing published sources shall be used to provide an estimate.

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

11) Threatened and Endangered Species

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

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

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

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

- a. TxDOT Species Analysis Spreadsheet.
- b. TxDOT Species Analysis Form and associated attachments (i.e., maps, photos, etc.).
- c. USFWS coordination for listed species. This activity would not include the preparation of a Biological Assessment or official USFWS consultation under Section 7 of the Endangered Species Act; such USFWS coordination would require a supplemental work authorization.

12) Cultural Resource Considerations and Coordination

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

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

regulations.

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

12a) Historic Resources Project Coordination Request

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

the scope of the project.

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

As informed by a TxDOT-approved Research Design and the PCR, this phase involves the completion of a reconnaissance survey conducted by an SOI-Qualified architectural historian and the reporting of the survey results. The reconnaissance survey shall identify, document, and evaluate all above-ground resources within the APE for the proposed project for eligibility for the NRHP. The survey results shall be documented according to TxDOT Documentation Standards in the Historic Resources Survey Report (HRSR) template available on the TxDOT Historic Resources Toolkit. The HRSR shall include documentation for surveyed resources, elaborated and revised historic context based on survey findings and public involvement, and NRHP eligibility recommendations. The report shall also determine indirect, direct, and cumulative effects for NRHP-listed and eligible resources, and address applicability of Section 4(f) the U.S. Department of Transportation Act of 1966. The appendices of the HRSR shall contain project information from ECOS, a tabular inventory of surveyed properties, survey forms for all surveyed properties, map figures, project area photographs, and consulting party comments. Figures shall include the project location, intersected parcels, survey results, and NRHP recommendations (if applicable).

12b) Archeological Background Study

The proposed project will be evaluated for compliance under both the Antiquities Code of Texas and Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA). The Antiquities Code applies due to CCRMA's involvement and Section 106 of the NHPA applies due to review/oversight by the Federal Highway Administration (FHWA) and/or application for a Presidential Permit from the U.S. Department of State.

GEC will conduct database searches of the restricted Sites Atlas maintained by

the Texas Historical Commission (THC) and Texas Archeological Research Laboratory (TARL) to identify previously documented archeological sites, cemeteries, historical markers, properties, and districts listed in the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SALs). Results of the search shall be integrated with soil information, topographic maps, aerial photographs, and other appropriate data sources to develop an archeological background study in letter format to be submitted to the Texas Historical Commission (THC) and other relevant agencies for review. GEC assumes that this task applies only to the portion of the estimated 600-foot structure located within the U.S. No resources in Mexican sovereign territory will be evaluated. Furthermore, GEC assumes that background research and a regulatory coordination letter will suffice, given extensive previous disturbance of the banks of the Rio Grande where piers/footings will be placed and the design team's intention to span the channel and thus avoid impacts to mapped historic-age shipwrecks.

#### EXCLUDED SERVICES

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

- Terrestrial or marine archeological permitting, survey, or reporting.
- Terrestrial or marine archeological significance testing, data recovery and/or monitoring.
- Environmental planning or permitting of any kind.
- Historic American Buildings (HABS)/Historic American Engineering Record (HAER) documentation.
- Historic buildings/structures background or field studies.
- Human remains evaluation/coordination/removal.
- NRHP nominations.

13) Section 4(f)/(6f) Considerations

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

The GEC shall, in accordance with TxDOT's *Environmental Handbook: Section 6(f) Land and Water Conservation Fund Act Compliance* (Version 2), identify recreational areas or similar areas within the proposed project area that are protected by Section 6(f) of the Land and Water Conservation Act. Such properties were acquired, or developed and funded, through monies associated

with the Land and Water Conservation Fund of 1965. The GEC shall not conduct activities to replace impacted Section 6(f) properties under this work authorization. Section 6(f) property replacement activities, if required, would be conducted under a separate work authorization.

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

14) Other Impact Considerations

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

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

Deliverables:

- Categorical Exclusion Classification Request Form
- Archeological Background Study
- Texas Antiquities Permit Application
- Chapter 26, Parks and Wildlife Code, compliance (if needed)
- Community Impacts Assessment Form or Assessment Technical Report Form
- Environmental Permits, Issues & Commitment (EPIC) Sheets; documentation of BMPs
- Farmland Protection Policy Act Form
- Hazardous Materials ISA Form
- Historic Resources Project Coordination Request (PCR)
- Historic Resources Survey Research Design
- Historic Resources Survey Report (HRSR)
- Section 6(f) Land and Water Conservation Fund Act coordination (if required)
- Section 401 CWA State Water Quality Certification
- Section 404 CWA Nationwide Permit or Individual Permit Application
- Species Analysis Spreadsheet and Species Analysis Form
- Surface Water Analysis Form
- U.S. DOT Section 4(f) Analysis/Coordination (if required)
- Water Features Delineation Report

Some technical documentation may or may not be required depending on Reviewing Agency; an analysis of the baseline research for the proposed project study area shall aid in

determining the need for selected technical documentation. All environmental documents shall be electronically submitted to the CCCRMA and FHWA/USCG/TxDOT, though a reasonable number of hardcopies shall be accommodated upon request.

A. Public Involvement Activities

All public involvement activities shall be conducted in accordance with 43 TAC 2.41-2.52, 23 CFR 771, NEPA and the FHWA/USCG's/TxDOT's current policies, procedures, guidance, and document templates, or other similar federal guidance. Public Involvement activities shall include 1 Public meeting and a Notice of Opportunity for a Public Hearing (NOPH).

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

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

- Storm Water permits, Storm Water Pollution Prevention Plans (SWP3), Texas Pollutant Discharge Elimination System (TPDES) coordination, and/or Construction General Permits (CGP).
- Waters of the US, wetland, and/or stream mitigation (land acquisition, mitigation design, maintenance, monitoring, etc.).

## II. Project Advancement – Engineering

### GEOTECHNICAL BORINGS AND INVESTIGATIONS -

Geotechnical Borings will be on US and Mexico sides of the River and will meet new LRFD requirements for Bridge Design. The GEC shall determine the location of proposed soil borings for shallow foundation (building foundation) design and bridge foundation design. The Authority will review and provide recommendation for a boring layout submitted by the GEC showing the general location and depths of the proposed borings. Once the GEC receives the Authority's recommendations, they shall perform soil borings (field work), soil testing and prepare the soil borings in accordance with Authority's procedures. The GEC shall prepare a geotechnical report to include soil boring locations, soil boring logs, signed, sealed and dated for insertion into plans, lab test results, and pertinent analysis with regard to shallow foundation (building foundation) design and bridge foundation design.

Geotechnical Investigations. The GEC shall determine the location of proposed soil borings for shallow foundation (building foundation) design and bridge foundation design in accordance with the latest edition of the TxDOT Geotechnical Manual.

1. The GEC shall undertake the following drilling program:

Building Borings:

2 Holes @ 20' depth

Bridge Borings (USA Side):

1 Holes @ 80' depth

Bridge Borings (Mexico Side):

3 Holes @ 80' depth

Total 6 Borings

Total Linear Footage – 360 linear feet of borings

2. All geotechnical work should be performed in accordance with the latest version of the TxDOT Geotechnical Manual. All testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System. The GEC shall provide a D50 sampling size for Scour calculations.
3. The GEC shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses, skin friction and design capacity curves including skin friction and point bearing

(if required). The skin friction and design capacity curves must be present for piling and drilled shaft foundation (if required).

4. The GEC shall sign, seal and date soil boring sheets to be used in the PS&E package. The preparation of soil boring sheets must be in accordance with the State's District standards.
5. The GEC shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Engineer.

## TRAFFIC STUDIES

### US - PEDESTRIAN TRAFFIC STUDY -

GEC will provide a high-level estimate of the northbound pedestrian traffic potential with the understanding of immigration traffic and daily crossing traffic at the proposed Gateway International Bridge Toll Plaza, and Pedestrian Bridge Project. This high-level pedestrian traffic analysis will be developed to support the planning and design of the bridge facility and help to estimate the number of turnstiles required.

GEC will develop estimated future pedestrian traffic estimates for the proposed Gateway Pedestrian Bridge using various growth and diversion methods. The analysis will be based on a compilation of available datasets, including historical and recent pedestrian border-crossing traffic trends, supplemented by relevant data and findings from existing studies of pedestrian traffic within the Brownsville area.

The pedestrian study will include the following tasks:

#### 1. Project/Task Management

GEC shall provide a brief Quality Assurance/Quality Control (QA/QC) Plan to document the quality control program to be implemented by the project team. This QA/QC plan will establish the review processes for all work products to confirm they meet the requirements under each task and to ensure timely, efficient completion of all deliverables.

GEC shall perform project/task management functions such as monitoring scope, budget and schedule and shall submit progress reports monthly.

GEC shall conduct a kick-off meeting with the Authority and prime staff. GEC shall also hold virtual Coordination meetings at regular intervals as determined (anticipated monthly).

#### 2. Data Collection / Review of Existing Pedestrian Traffic Conditions

No explicit data collection efforts are included in this scope and fee estimate. Per guidance from the Authority, GEC will be provided detailed data from existing border crossings from various sources and GEC shall review that available data. Additionally, the Authority will share available data from surveys/data collection efforts being conducted by other consultants on the Mexico side.

These data include:

- Historical and monthly northbound pedestrian crossing data into the United States. If no additional datasets are made available, GEC will rely on traffic data provided by the

Authority, or other relevant agencies to complete a high-level analysis of pedestrian traffic.

- U.S. Customs and Border Protection (CBP) info from Mexico – projected immigration traffic versus daily border crossings by time of day, provided by the Authority in summarized format.
- Border Crossing Data from Bureau of Transportation Statistics.
- Any available southbound traffic data from Mexico, if needed.
- Predictions from Rio Grande Valley (RGV) travel demand model or prior studies.
- Any available and relevant data, reports or analyses from earlier and upcoming studies conducted by consultants and public agencies such as existing conditions reports, corridor growth analyses, origin-destination survey results, regional or local transportation plans.
- Additional design plans/details or operational parameters like planned toll rate, operating hours, etc.
- GEC Team shall provide traffic count and OD data:
- GEC will coordinate with GEC Team on various data sources being collected by them. GEC will also participate in ongoing stakeholder meetings along with GEC Team to work with local and federal agencies to understand existing and future operations at the border crossings.

Stakeholder Engagement Data Collection – GEC will coordinate closely with GEC Team and participate in meetings/interviews with CBP, ANAM and other local stakeholders to get estimates of key parameters including average queue lengths, wait times during peak and off-peak hours and open pedestrian lanes by time of day.

### 3. Assumptions and Pedestrian Traffic Forecasting Methodology Memorandum

An assumptions and methodology memorandum will be prepared to document the assumptions and analytical approaches used in this study. The memorandum will address both the measurement and estimation of current pedestrian traffic demand by user type, and the methodology for forecasting future pedestrian demand by user type. It will also describe the analytical procedures for distributing the total pedestrian demand across applicable facilities within the study area.

The memorandum will outline, at a minimum, the following assumptions:

- Existing and proposed crossings in the immediate vicinity to be considered that may compete and have potential shifts in northbound pedestrian traffic demand.
- Methods of payment at pedestrian turnstile (electronic and cash).
- The pedestrian bridge and approaches will be properly sized to avoid vehicle queues and operational conflicts between pedestrians and vehicles.
- An overview of existing available data and any additional data to be collected, including CCRMA demographics from travel demand models.
- Rio Grande Valley model external data, Streetlight/Replica origin-destination and survey data to be provided by the Authority or their consultants for US side and Mexico.
- Market Share of General, Ready Lanes (for all Brownsville pedestrian crossings)

In addition to the assumptions, the memorandum will also summarize the pedestrian traffic forecasting approach and methodology for estimating future pedestrian traffic demand for the proposed Gateway International Bridge.

#### 4. Estimation of Existing Global Pedestrian Demand

GEC shall review the historical and available pedestrian traffic data to estimate existing pedestrian traffic, historical growth and model outputs and discuss forecasting methodology and present findings of the pedestrian traffic analysis with TxDOT and the Authority. A formal approval process will not be required from any other state or federal agency for the existing traffic demand or analysis.

In addition to the existing Gateway Pedestrian Bridge volume, the analysis will incorporate observed and historical pedestrian counts from adjacent international crossings located within approximately one mile of the proposed Gateway International Pedestrian Bridge. Data sources may include CBP, BTS, CCRMA, TxDOT, the City of Brownsville, and other relevant agencies.

#### 5. Estimation of Growth Rates and Future Pedestrian Global Demand

To estimate the future potential pedestrian traffic demand at all the crossings in the study area, a review of the time-series econometric models developed by GEC Team will be conducted by GEC. In addition, GEC will a cursory assessment of the socioeconomic forecast data for the zones in downtown area of Brownsville in the RGV model in comparison with historical trends and forecasts from other public and private sources, including population data for adjacent sections of Mexico, as available. Finally, a reasonableness check of the pedestrian traffic growth forecasts for the port of entries will be undertaken.

##### Evaluation of Additional Growth Rates:

- Historical traffic and demographic growth
  - Based on an analysis of historical pedestrian traffic volumes over time for each bridge, GEC will use linear regression to forecast future pedestrian traffic growth rates for the global demand.
  - Based on historical population and employment growth from multiple years for all pedestrian bridge crossings in vicinity, GEC will estimate the pedestrian traffic growth rate. Population data can be found in the US Census data or in the state demographer forecasts. Employment data can be found in BLS or in the state demographer forecasts.
  - If there are special generators (e.g., universities/colleges) or future developments planned near the project location, GEC will account for growth impacts of the developments.

##### Develop Recommended Growth Rates:

- Develop recommend growth rates based on the implied growth rates from the econometric models, historical growth in pedestrian traffic crossings, historical growth in population and employment and any knowledge on future developments and/or special traffic generators in US/MX.

##### Develop future global pedestrian traffic demand:

- Apply the calculated growth rate to the existing volumes to develop northbound global pedestrian traffic demand for future year 2030 and future year 2050 for all nearby crossings together.

6. Estimation of Diversion to Proposed Gateway Pedestrian Bridge (from existing bridge and from adjacent bridges)

A formal approval process will not be required from any other state or federal agency for the traffic forecasts, diversion methodology or analysis. It is assumed that only one build alternative will be forecasted and analyzed.

Diversion model spreadsheet process:

Total global pedestrian traffic demand at the existing pedestrian crossings and proposed Gateway International Pedestrian Bridge will be developed by assessing the estimated border crossing pedestrian traffic growth, border crossing wait times, the origin/destination patterns and the expected demographic growth. The global pedestrian traffic demand will be developed first. A spreadsheet-based, sketch-level toll diversion model will be used to estimate the pedestrian traffic diverting from existing crossings to the proposed new Gateway International Pedestrian Bridge.

The spreadsheet diversion model will estimate the pedestrian traffic for the proposed Gateway International Pedestrian Bridge and the pedestrian traffic at each crossing based on an assumed border crossing toll rate, estimated values of time.

7. Pedestrian Traffic Study Report

GEC shall prepare a comprehensive study report that documents the full process and key findings of the pedestrian traffic study. The report will include a detailed assessment of existing conditions, including current pedestrian volumes, traffic flow patterns, access points, and supporting infrastructure, as well as an evaluation of connectivity and access considerations for surrounding facilities. Building on this baseline, the report will project future global pedestrian demand and estimate anticipated traffic volumes for the proposed bridge under future conditions. Based on these forecasts, GEC will develop recommendations regarding the appropriate number of turnstiles needed to accommodate pedestrian flows efficiently and safely. In addition, the report will include planning-level revenue estimates for up to two (2) potential bridge crossing fee scenarios, providing decision-makers with insight into financial implications. To support clear communication of the results, GEC will prepare tables, charts, and graphics that present a side-by-side comparison of existing conditions, projected future conditions, and recommended improvements.

The report shall provide the following information:

- a) General study area description
- b) Overview of the methodology and assumptions
- c) Existing pedestrian traffic
- d) Future pedestrian traffic for Proposed Bridge Project
- e) Planning revenue estimates

GEC shall prepare a draft Study Report and provide it to the Authority for review and comment. GEC shall revise the report based on one round of comments and prepare a final Study Report.

Based on estimated northbound pedestrian crossings at the proposed Gateway International Pedestrian Bridge, and an estimated processing time at each turnstile, the

number of pedestrians that get processed daily and during peak hours will be estimated and the number of turnstiles to be added will be estimated.

8. Meetings/Presentations with CCRMA Staff

GEC will develop agendas and presentation materials for up to 3 meetings with the Authority and other relevant agencies. These meetings will be held to:

- (1) present data collection and assumptions,
- (2) summarize the study methodology and,
- (3) present draft results and recommendations.

**Future Recommended Next Steps**

Additional analysis can be undertaken to improve the confidence interval of the analysis, including:

- Detailed pedestrian modeling using census block group level data, OD surveys from both the Brownsville and Mexico sides.
- Additional pedestrian simulation analysis, etc.

**MEXICO - PEDESTRIAN MOBILITY STUDY**

The main objective of the Mobility study is to quantify and simulate pedestrian demand under current and future conditions. A key component is the simulation of pedestrian flow management on the Mexican port side and its interaction with vehicular flows, which is essential to defining the preferred alternative

Another objective is to evaluate the level of service, travel times (along with pedestrian facilities), queueing times, bottlenecks and risk zones.

An econometric model will be developed to estimate forecasts in 30 years horizon, providing an input for studies in the next phases.

The next tasks are required to complete the study.

- Data Collection
- Model development
- Scenario simulation
- Traffic forecast
- Findings and recommendations

**Data Collection**

The following data collection is considered to characterize pedestrian flows at Gateway International Bridge:

- 24-hour pedestrian traffic counts (by direction and including both weekday and weekend days)
- Vehicular count of 24 hours, and including both weekday and weekend days, on Álvaro Obregón Avenue will support modeling pedestrian interaction with the urban environment

- Inventory of infrastructure and facilities, including:
  - Detailed layout: widths, lengths, slopes or elevation changes, stairs, ramps
  - Access points and gates (entry/exit)
  - Bottlenecks points
  - Intersections with vehicle traffic (at-grade crossings, signals)
  - Number of inspection booths and type

Additionally, Big Data of GPS locations processed by GEC will be available for mobility analysis. This database contains a huge number of locations in US and Mexico with historical data from January to July 2025. Origin–Destination (OD) patterns will be identified from this database to characterize the demand.

#### Stakeholders' engagement

Operational metrics will be obtained from CBP, ANAM and others local stakeholders' interviews:

- Average queue lengths
- Waiting times during peaks and off-peak hours
- Opened pedestrian lanes by time of day

#### Model Development and Demand characterization

The next activities are necessary for the development of this task,

- Create a model in Vissim of existing pedestrian facilities (Paths, processing points, entry/exit points, gates, customs booths, modal transfer points)
- Zoning. A binational zoning will be generated that considers the urban areas of Matamoros, Tamaulipas and Brownsville, Texas
- Sample Expansion. OD from big data will be expanded to the Annual Average Daily Traffic (AADT), characterization of the demand (mobility patterns) will be carried out.

#### Microsimulation Model Calibration

The calibration consists in reproducing the current mobility and travel time conditions in the study area. The next tasks are required:

- Adjust model estimations to observed field data.
- Validate using:
  - Flow rates
  - Travel times
  - Queue lengths

#### Alternatives Evaluation

The alternatives will be evaluated into the microsimulation model in order to estimate operational metrics such as:

- Average and maximum pedestrian travel times including delays
- Queue lengths at bottlenecks or inspection booths
- Level of Service (LOS) based on density and flow

A comparison matrix will be prepared using the results of each evaluated alternative to identify the most feasible option in terms of mobility.

Traffic in base year

Traffic of the PoE will be estimated considering current tolls and possible modifications (if applicable).

Demand Forecast

Time-series econometric models will be carried out. Several tests will be carried out with linear and autoregressive models, integrating logarithmic transformations and dummy variables to guarantee the quality of the model. Models will be validated according to:

- Compliance with econometric assumptions.
- Coherence of Logical economic relations
- Coherence of forecast with historical trend

Traffic forecast of the PoE will be carried out for a 30-year planning horizon. Analysis will consider:

- As-Is scenario (current situation)
- Preferred alternative implementation

Estimation of project benefits

Benefits of the project will be calculated for a 30-year planning horizon. Benefits can include time and cost savings, queues reduction, minimization of delays, etc.

Integration with existing urban infrastructure.

As part of the proposed relocation of pedestrian facilities, the preferred alternative will be integrated with the existing infrastructure, vehicular traffic flows, public transportation routes, and surrounding urban environment. In this context, the study will include findings and recommendations to ensure connectivity and urban integration.

PRELIMINARY CONCEPTUAL LAYOUT

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

1. Data, if available, from the Authority and State, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information System (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.
2. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.
3. Flood plain information and studies from the Federal Emergency Management Agency

(FEMA), the United States Army Corps of Engineers (USACE), local municipalities, and other governmental agencies.

4. Field reconnaissance/collected data and published data.

Architectural/MEP. The GEC will be providing architectural/MEP services to provide a schematic for the County Toll Building currently estimated at approximately 2,160 SF, the CBP Pedestrian Processing Building estimated at approximately 5,625 SF and the CBP inspection booth at the demarcation line. This County Toll Building shall follow Cameron County Building Guidelines while the CBP Processing Building and Inspection booth will need to follow 2023 CBP Land Port of Entry (LPOE) Guidelines along with the GSA adoption of the 2024 International Building Codes (IBC). The Design shall consist of the following items:

- Electrical
- Mechanical
- Plumbing
- Structural / Foundation
- Fire Protection
- WINSTORM
- ADA
- Architectural of booths

Any deviation from the above guidelines will need to be approved by CCRMA and/or CBP.

Design Criteria. The GEC shall develop the roadway design criteria based on the controlling factors specified by the Authority (*i.e.*, 4R, 3R, 2R, or special facilities), by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in *PS&E Preparation Manual*, *Roadway Design Manual*, *Bridge Design Manual*, *Hydraulic Design Manual*, *AASHTO Policy on Geometric Design of Highways* and other deemed necessary State approved manuals. In addition, the GEC shall prepare the Design Summary Report (DSR) and submit it electronically. The GEC shall obtain written concurrence from the Authority prior to proceeding with a design if any questions arise during the design process regarding the applicability of the State's design criteria.

Preliminary Cost Estimates. The GEC shall develop a preliminary cost estimate using the Average Low Bid Unit Price. The GEC shall estimate the total project cost including preliminary engineering, final engineering, ROW acquisition, environmental compliance and mitigation, construction, utility relocation, and construction engineering and inspection (CEI). The estimation of escalation costs throughout the life of the project would be evaluated when appropriate.

Typical Sections. The GEC will refine existing typical sections of the bridge configuration at a proportional scale for incorporation into the layout document. The typical sections will be based on new preferred alignment. Typical section will include (but not limited to) the following design elements:

A. Centerline alignment	C. ROW width (existing and proposed)
B. Profile grade line	D. Limits of bridge

- E. Concrete traffic barrier railing
- F. Illumination
- G. Median width (separation distance)
- H. Typical Section description, including stationing and location
- I. Shoulder Width
- J. Lane widths
- K. Clear zones
- L. Pavement cross slope
- M. Traffic direction arrows
- N. Turn lanes
- O. Superelevation, limits, stationing, and rate
- P. Structure clearance, including horizontal and vertical clearances

**Plan View Preparation.** The GEC will develop a plan view of the preferred alignment on the base map to indicate general geometric features and location requirements of the project.

**Plan View:**

1. Beginning and ending project limits with stationing.
2. Alignment stationing.
3. Point of Intersection (PI) number and stations.
4. Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
5. Equations (if applicable), back station and forward station.
6. Superelevation type, transition length and beginning and ending station.
7. Pavement edges for all improvements (main lanes, frontage roads, ramps, and cross streets).
8. Lane and pavement width dimensions.
9. Typical section location symbols.
10. Identify future ROW requirements adequate for future preparation of ROW maps.
11. Existing and proposed ROW, including ROW dimensions, access denial (control of access), tract lines, railroad ROW limits, city limits, section line and corners, subdivisions, and easements.
12. Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
13. Median lines (raised, painted and transitions), median widths and openings.
14. Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration, and deceleration lanes, climbing lanes and transitions.
15. Bridge and structure locations, including spans, bents, abutments, and bridge type.

## US COORDINATION

1. GEC shall initiate and conduct 4 domestic coordination meetings with US agencies and officials, develop agendas and rosters, hand-outs and exhibits, and document through final minutes.
2. GEC shall prepare a report summarizing domestic coordination meetings, identifying the steps taken or that will be taken to secure the approval of local, state\*, and federal officials; summarize correspondence, meetings, agreements, identify all permits or approvals from US agencies (federal, state\* and local) that will be required for the development of the facility; a list of what steps will or have been taken to secure approvals.

- a. \*Prepare documentation and submit application to TxDOT incorporating the requirements of TAC Title 43, Part 1, Chapter 15, Subchapter G.
- b. Compile documentation and submit application to US Department of State for Presidential Permit.
- c. Compile documentation and submit application to USIBWC.

3. Presentations at the Bi-National Conference for Bridges & Border Crossings. GEC shall prepare (1) PowerPoint presentation of project development and status, including hand-outs and exhibits, as required.

#### MEXICO STUDIES/COORDINATION

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

#### FIELD SURVEYING AND PHOTOGRAMMETRY

##### AERIAL PHOTOGRAMMETRY

###### 1) LiDAR Acquisition

Regal 780I Lidar System with a Phase 1 150 Mega Pixel camera at 25 ppm scan

###### A. Data Acquisition

Data collection will not be conducted while there is no inclement weather conditions (high winds, rain, fog, low cloud cover) that would significantly diminish the quality of the data.

- The LiDAR scan will be captured with Regal 780I Lidar System with a scan and pulse rate to generate an aggregate of *20 points / m<sup>2</sup>* on the subject area. Our approach coupled with the Fullwave form LiDAR returns (unlimited returns per pulse) with 16-bit intensity allows for point density range capturing key LiDAR returns as the light penetrates through the forest canopy.
- Color imagery (3" pixel) of the subject area will be captured simultaneously with the LiDAR scan. Acquiring imagery and LiDAR simultaneously allows for more accurate data using the same IMU, GPS and control position on both sensors to ensure the best fit possible. The use of a co-registered / integrated LiDAR & Image system that captures equidistant swaths of data from the same positional system and solution simultaneously improves workflow efficiency and more accurate data.

###### B. GPS satellite availability

GEC will utilize GPS Satellite Software, for an evaluation of the optimum time for GPS data collection is performed. The latest satellite almanac is used for precise planning of optimum PDOP times and maximum satellite visibility. By utilizing the latest almanac, any satellites

having known problems are taken into consideration during the planning process. Dilutions of Precision charts are produced showing the best/worst times of the day for GPS satellite availability. LiDAR flights will be conducted when PDOP is predicted to be at its lowest value for maximum efficiency.

### C. Acquisition Parameters

The flights will be planned to ensure sufficient sidelap to avoid data gaps. The LiDAR spot Diameter will be approximately 25cm. Aircraft speed and altitude are dependent on the terrain. Our flight planning software generates the safest and most economical data collection parameters for each flight line. The LiDAR data will maintain consistency throughout the project area.

## 2) .LAS File Processing

### A. ABGPS / IMU Post Processed

GEC will use TerraPos (GPS+GLONASS) post-processing software based on the principle of Precise Point Positioning (PPP, P3). This processing technique uses post-processed precise satellite ephemeris and various sophisticated error modeling such as troposphere, ionosphere and clock corrections. TerraPos utilizes precise orbits and clock corrections for the satellites, together with advanced error modeling to produce positions with impressive accuracy. The result is an excellent tool for positioning in applications allowing for post-processing, such as airborne photogrammetric or LiDAR operations, seabed mapping, or seismic surveying. Taking advantage of the Trimble Harrier designed stability and methodology, we have successfully utilized TerraPos in computing ABGPS, IMU data, LiDAR, and Image orientation, achieving accuracies equal to those computed with ground base stations employed during acquisition flights. For additional control we utilize the National Geodetic Survey (NGS), Continuously Operating Reference Station (CORS) utilizing Trimble Applanix Smart Base software. Airborne post processing will use base stations as a top priority with TerraPOS and SmartBase secondary.

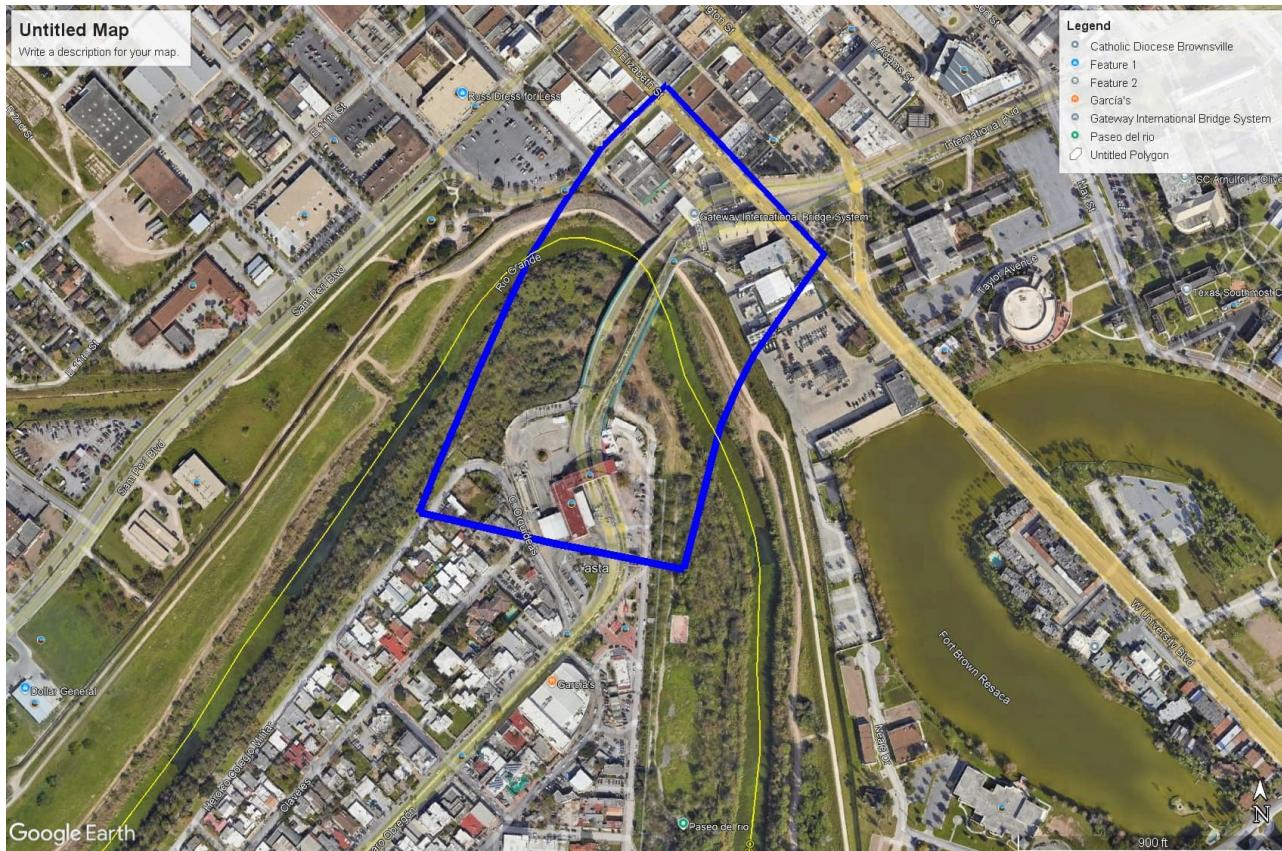
### B. .LAS Development

After standard GPS post processing the next phase is to combine the laser measurements with the GPS\IMU data. This task is performed in the Topit LiDAR software (Trimble software) where the SBET (Smoothed Best Estimated Trajectories) and SDC (angle and distances) files are combined to produce an LAS file or Point Cloud. Also in this process the laser measurements are transformed from WGS84 coordinate to the Authority requested Coordinate System.

### C. Ground Control / Check Points

Field Survey activities necessary for the successful completion of this project will be provided by the Authority to GEC. Select ground control locations, per site, will be provided by GEC. Each control point will be compared to the LiDAR to ensure that data collected meets the accuracy requirements expected.

### AOI of Flight



## FC 150 – Field Surveying and Photogrammetry

Provide Aerial Lidar services as appropriate for detailed design.

For purposes of this Contract, all standards and specifications will be in accordance with established guidelines and recommended or approved by the Authority.

- Prepare DGN, DTM, TIN, and Orthophotography files covering the specific work location, meeting standards and specifications as required.
- The current planimetric (DGN) level structure and legend as published by the State shall be maintained where possible.
- The current Digital Terrain Model (DTM) level structure and legend as published by the State shall be maintained where possible.

## DELIVERABLES

- Provide DGN, DTM, and Tin files on a medium and in a format acceptable to the Authority, delivered on flash drive.
- Provide Orthophotography (created using the DTM) delivered on CD or DVD in tiff format (3 banded) with world files.

## Quality Assurance and Quality Control

### Preflight QA/QC

Prior to each LiDAR/Ortho imagery flight, measures are taken to ensure that all specifications for capture are met and completed safely. Weather conditions are monitored, and flights will be suspended if conditions prove to be unsafe and/or will adversely affect data acquisition. High winds and turbulence may cause excessive crab or unfavorable conditions that may affect the quality of the imagery or cause gaps in LiDAR coverage. Under such conditions, data acquisition will be postponed.

Prior to each LiDAR flight, satellite constellation and atmospheric conditions are monitored using Trimble Planning Software v2.9. LiDAR data acquisition is planned so that capture does not occur during periods of high PDOP. PDOP is considered to be high if it reaches a value of 3.0 or higher. To increase efficiency fuel stops are planned for these times if possible.

Flight plans are configured for optimal coverage using topographic data from Delorme XMap 7 GIS Software Suite. Each flight line is analyzed, and a terrain height is calculated to ensure an accurate flight altitude for complete corridor coverage. In the case of mountainous terrain, other factors will be taken into consideration to calculate the best altitude and flight plan to meet individual project requirements.

GEC utilizes Trimble Applanix POSPac MMS v5.4 SmartBase technology to review the CORS network during the planning stage of each project. If the CORS network does not provide adequate coverage for the project area, additional ground GPS base stations collecting data at 1 second epochs will be deployed during flight.

#### In Flight QA/QC

During each flight the Harrier system operator monitors all aspects of data capture. PDOP is monitored using the onboard Applanix POS AV system. Unexpected PDOP spikes are noted, and flight lines are re-flown accordingly. The altitude, speed, and attitude of the aircraft are constantly monitored using the POS AV software. In addition, the laser files are checked for validity immediately following the completion of each flight line. In the unlikely event errors are found in the stored laser file, the corresponding flight line is re-flown. Periodically during flight, the collected images are analyzed, and ISO speed and exposure corrections are made accordingly.

#### Post Flight QA/QC

Immediately following each day of capture, all of the data is offloaded and copied twice onto separate hard drives. The IMU data and airborne GPS data are checked for continuity utilizing Applanix POSPac MMS software. The ground GPS base data is also analyzed for continuity, quality, and duration to ensure the data spans the entire flight and a quality smoothed best estimated trajectory will be produced.

The LiDAR data is validated onsite prior to demobilization using Trimble TopPIT software. The laser data is checked for required coverage, point density, and anomalies. Areas with coverage gaps that result in failure to meet project specifications are re-flown.

## LAND SURVEYING SERVICES

The GEC Surveyor shall perform the following tasks:

1. Horizontal and Vertical Survey Control - Verify the condition and usefulness of existing control points including verification of the values. Establish additional control as needed. Tie to other control points in the project vicinity including points established by the National Geodetic Survey (NGS), the Federal Emergency Management Agency (FEMA), and any other local entities as directed by CCRMA. Perform digital leveling between control points as necessary. Update existing control information and prepare new Horizontal and Vertical Survey Control Index Sheets including control sketches and 8.5"x11" Survey Control Data Sheets, as directed by the CCRMA to be included in the construction plan set as described below:
  - A. The Surveyor shall prepare, sign, seal, and date a survey control index sheet and horizontal and vertical control sheet(s) to be inserted into the plan set.
    - B. The survey control index sheet provides an overview of the primary project control and must include:
      - (1) An unscaled vicinity map showing the general location of the project in relation to nearby towns or other significant cultural features.
      - (2) A scaled project map showing the extents of the project and the location of the primary control points. The map must show street networks, selected street names, control point identification, and significant cultural features necessary to provide a general location of the primary control.
      - (3) A table containing the primary control point values including the point number, northing, easting, elevation, stationing, and stationing offset values.
      - (4) Map annotation including a graphic scale bar, north arrow, and standard TxDOT title block. The title block must contain a section for the district name, county, highway, and CSJ number. The title block must also contain a section for a Texas registered engineer to sign, seal, and date the sheet to include the following statement, "The survey control information has been accepted and incorporated into this plans, specifications, and estimates (PS&E)." The required format of the survey control index sheet can be downloaded from the State's website.
      - (5) In the title block under the heading "Notes", identification of the horizontal and vertical datum on which the primary control is based with the date of the current adjustment, the surface adjustment factor used, and unit of measure. The Surveyor shall include a note stating that the coordinates are State Plane and a notation specifying either grid or surface adjusted coordinates.
    - C. The Surveyor shall prepare horizontal and vertical control sheets providing detailed information about the construction, location, and monumentation of the primary control, which must include:
      - (1) An unscaled location map for each primary control point showing the location of the monument in relation to physical features located in the vicinity. The location map must include a north arrow, the monument designation, and the monument northing, easting, and elevation.
      - (2) Directly below the location map, a text description of the monument including size, material, and construction followed by a description of the location of the monument starting with the county and state followed by a description suitable to locate the monument on the ground.

- (3) Map annotation including a graphic scale bar, north arrow, and a standard TxDOT title block. The title block must contain a section for the district name, county, highway, and CSJ number and contain a section for a Texas registered engineer to sign, seal and date the sheet to include the following statement, "The survey control information has been accepted and incorporated into this PS&E." The required format of the survey control index sheet can be downloaded from the State's website.
- (4) In the title block under the heading "Notes", identification of the horizontal and vertical datum on which the primary control is based with the date of the current adjustment, the surface adjustment factor used, and unit of measure. The Surveyor shall include a note stating that the coordinates are either grid or surface adjusted coordinates.

2. Design Surveys – The Surveyor shall make survey ties to the following:

- A. Locate signs and visible utilities.
- B. Collect data to create cross-sections and Digital Terrain Models (DTMs) supplementing LiDAR flight.
- C. Provide details of existing bridge structures, including bridge limits, bents, columns, retaining walls, and natural ground elevations.
- D. Locate details of existing drainage features including culverts, manholes, retention and detention ponds, flowlines, and associated features.
- E. Perform bathymetric surveys – perform survey cross-sections utilizing sonar in order to map Rio Grande River.
- F. Perform survey ties to geo-tech boreholes.
- G. Locate all Waters of the United States (WOTUS), including wetlands. – OMITTED

#### Deliverables for Design Surveys

The Surveyor shall provide the following deliverables:

- A. DTM and the Triangular Irregular Network (TIN) files in a format acceptable by the GEC.
- B. Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- C. Computer printouts or other tabulations summarizing the results of field surveys.
- D. Digital files or media acceptable by the State containing field survey data (ASCII data files).
- E. Maps, plats, plans, sketches, or other documents acquired from private corporations, or other public agencies, the contents of which are relevant to the survey.
- F. Field survey notes, as electronic and hard copies.
- G. 8.5"x11" Control Data Sheet similar to TxDOT Form 2462 for each primary and secondary control point. This form must be submitted in printed format on letter (i.e., A-size) and submitted electronically in PDF format.
- H. A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.
- I. All GEOPAK files and OpenRoad files.
- J. Survey reports in a format as requested.

## PROJECT ADMINISTRATION AND COORDINATION

### General Administration

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

- A) Subcontracting – Prepare, coordinate, execute and administer work authorizations with sub-consultants.
- B) Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. The progress report may describe the activities conducted during the billing period, activities planned for the following billing period, challenges encountered, actions taken to remedy any outstanding issues, a list of project-related meetings attended, and/or the overall project status. An updated schedule shall indicate tasks, subtasks, critical dates, milestones, deliverables, and review requirements accomplished during the billing period or anticipated to be accomplished in the next billing period.
- C) Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D) Correspondence – Prepare written materials, letters, survey forms, etc., used to solicit information or collect data for the project and submit them to the Client for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the Client on a continuing, at least monthly, basis.
- E) Schedule – Prepare a detailed, graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables, and Client review requirements. The project schedule will be in a format which depicts the order and inter-dependence of the various tasks, subtasks, milestones, and deliverables for each of the tasks identified therein. Progress will be reviewed periodically for conformance to Exhibit C, Work Schedule, and should these reviews indicate a substantial change in progress, the schedule will then be revised accordingly.
- F) Managing Change – Communicate in a timely manner all types of change that may occur in the project including but not limited to schedule, personnel, scope, and work product changes. The Client approved change(s) shall then be incorporated into the project schedule in a timely fashion to minimize any unnecessary rework.

### Deliverables:

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

### Project Coordination Meetings

- A) Project Kick-off Meeting – Upon receiving the Notice to Proceed (NTP), GEC shall schedule a Project Kick-off Meeting with the Client with the objective of confirming the project's schedule, the overall project methodology, and any data to be provided by the Client or other stakeholders. The Project Kick-off Meeting shall include the confirmation of any assumptions, project design considerations, environmental considerations, public

involvement/outreach activities, general traffic patterns, overall truck traffic patterns, and coordination with governmental partners and state/federal agency coordination. Prepare for and attend one (1) kick-off meeting with the Client and/or Texas Department of Transportation (TxDOT) to discuss project guidelines and present general project requirements and expectations.

B) Progress Meetings – Attend up to two (2) progress meetings with designated Client representatives and TxDOT to report on the progress of tasks related to the services. GEC shall submit a memorandum summarizing the minutes and events of each meeting.

Deliverables:

- Meeting agendas and minutes for all progress meetings attended.

**NOTE:**

The following work is not included in this work authorization and will be part of supplemental work in the future:

- 1) Conceptual Layout/Schematic
- 2) Bridge Design required for Conceptual Layout
- 3) Mexican Cost Benefit Analysis
- 4) Environmental Assessment
- 5) Construction Plans for roadway, bridge, and building facilities.

Use of the State's Standards. The Engineer shall identify and insert as frequently as is feasible the applicable, current State's Standard Details, District Standard Details, or miscellaneous details that have been approved for use in the plan. The Engineer shall sign, seal, and date each Standard and miscellaneous detail if the Standard selected has not been adopted for use in a District. The Engineer shall obtain approval for use of these details during the early stages of design from the Authority Project Manager. In addition, these details shall be accompanied by the appropriate general notes, special specifications, special provisions, and method of payment. The Engineer shall retain the responsibility for the appropriate selection of each Standard identified for use within their design.

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

## COMPUTER GRAPHICS FILES FOR DOCUMENT AND INFORMATION EXCHANGE

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

Graphics: .....MicroStation Power GEOPAK V8i (Select Series 10)  
Word Processing:.....Microsoft Word  
Database: .....Microsoft Access/ Microsoft Editor  
Spreadsheets:.....Microsoft Excel  
Archiving Software: ...PKZIP

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

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

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

## Standard Main Directory Structure:

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

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

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

## REFERENCES

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

35. Texas Department of Transportation. Bicycle Accommodation Design Guidance. April 2, 2021.
36. Documentation Standard for Waters of the US Delineation Report. August 2019.
37. Environmental Handbook: Preparing an Environmental Assessment. August 2025.
38. Environmental Handbook: Endangered Species Act. November 2020.
39. Environmental Handbook: Section 6(f) Land and Water Conservation Fund Act Compliance. March 2022.
40. Environmental Handbook for Hazardous Materials. July 2014.
41. Environmental Handbook for Historic Properties. April 2014.
42. Environmental Handbook for Public Involvement. July 2025.
43. Environmental Handbook for Section 4(f), US Department of Transportation Act. May 2015.
44. Environmental Handbook for Water Resources. August 2023.
45. Guidance: Historical Studies Review Procedures. January 2020.
46. Highway Traffic Noise: Analysis and Abatement Guidance. December 2019.
47. Template: Water Features Delineation Report. October 2024.
48. Template: Documentation of Public Meeting. July 2019.

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

## Exhibit C - Work Schedule

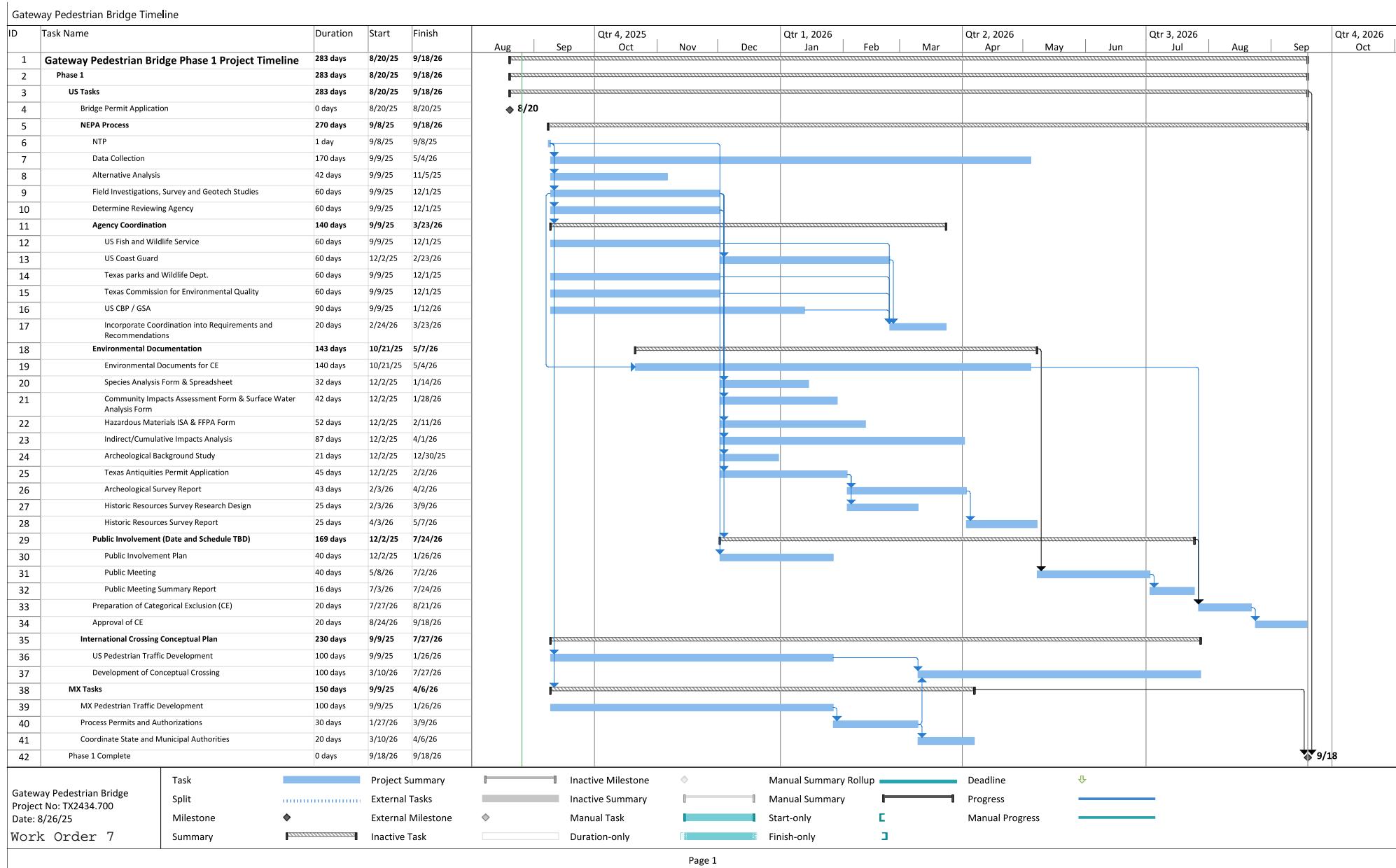


EXHIBIT D SUMMARY			
Gateway Pedestrian Bridge Phase 1 w/o Survey, Ped Traffic, IBWC, Mex Feasiblty			
Team Member	Summary of Task	Fee	% of Fee
RRP	Env, Preliminary Conceptual Project Funding, State and Local Stakeholder Coordinaiton	\$300,802.12	24%
Ares	Geotech Studies	\$72,000.00	6%
B2Z	Pedestrian Traffic Survey	\$ 109,660.20	9%
CDM Smith	Mexican Coordination, Mexican Ped Traffic	\$ 183,106.02	15%
CPI	Cultural Resources (Historical)	\$220,550.00	18%
KCI	Cultural Resources (Archeological)	\$35,618.56	3%
Pozneki Camarillo	Aerial Survey	\$ 4,068.98	0%
RAM	Survey	\$ 44,000.00	4%
RODS	Architectural Bldgs	\$ 115,769.78	9%
SJPA	US Stakeholder Coordination	\$50,000.00	4%
Valiant		\$72,000.00	6%
	<b>Labor</b>	<b>\$1,207,575.66</b>	
	<b>Non Labor</b>	<b>\$24,811.00</b>	
	<b>TOTAL</b>	<b>\$1,232,386.66</b>	

PROJECT: Gateway International Pedestrian Bridge

CONTRACT: CRMA General Engineering Consulting Contract

Env, Schematic: TBD

## EXHIBIT D -- FEE ESTIMATE

COUNTY: Cameron

RRP JOB NO.: TX2434 Work Authorization# 7 Phase 1

FC	DESCRIPTION Attachment B	from	FIRM	SERVICE	MAN-HOURS													ESTIMATED FEE	TOTALS		
					Technical Advisor	Project Manager	Env Planner Senior	Env Scientist IV	Env Scientist I/II	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer in Training II	Engineer Technician	CADD operator - Senior	Utilities Coordinator	Administrative / Clerical	TOTAL HOURS			
102	Feasibility Studies																				
	Pedestrian traffic studies	CDM	BASIC															\$183,106.02			
	Preparation of Traffic Study Mexico	CPI	BASIC															\$160,550.00			
	Sub Total (102 - Feasibility Studies)				0	0	0	0	0	0	0	0	0	0	0	0	0	\$343,656.02			
PRELIMINARY ENGINEERING																					
110	ROUTE AND DESIGN STUDIES																				
	Data Collection and Field Reconnaissance	RRP	BASIC		2					4	20	40	40				4	110	\$14,473.68		
	Geotechnical Borings and Report	B2Z																\$109,660.20			
	Design Criteria - DSR	RRP	BASIC		2		2		4	20	20	20				2	50	\$7,101.28			
	Prepare for DCC Conference	RRP	BASIC		4		1	8	20	20	20	20	4	1	4	62	\$9,252.36				
	Attend DCC Conference	RRP	BASIC		2			2	2	2	2					8	\$1,554.78				
	Preliminary Cost Estimates	RRP	BASIC		4			10	20	40	40					114	\$16,203.40				
	Development of Typical Sections	RRP	BASIC		2			10	10	10	40		40			112	\$14,414.60				
	Preliminary Conceptual Layout Development for Environmental Study only No Official Submittals	RRP	BASIC		10				40	40	60	40	80	8	4	282	\$41,341.52				
	Building Schematics	SIPA	SPECIAL		4				20	40	40						\$50,000.00				
	LGPP Checklist for Preliminary Engineering	RRP	BASIC		4											4	108	\$16,617.28			
	Sub Total (110 - ROUTE AND DESIGN STUDIES)				0	30	0	3	0	98	172	150	242	0	124	9	18	846	\$280,619.10		
150	FIELD SURVEYING AND PHOTOGRAHMETRY																				
	150.01. Aerial Photogrammetry	RAM	SPECIAL															\$44,000.00			
	150.02. Field Surveying, Control and SUE	RODS	SPECIAL															\$115,769.78			
	150.01 & 02. Subconsultant Coordination	RRP	BASIC		8				12						12		32	\$6,445.84			
	Sub Total (150 - FIELD SURVEYING AND PHOTOGRAHMETRY)				0	8	0	0	0	12	0	0	0	0	12	0	0	32	\$166,215.62		
ENVIRONMENTAL																					
120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT General FC 120 Categories (Task / Deliverables)																				
120.01.03	Public Meetings	RRP	BASIC																		
120.01.03A	Early Agency Coordination	RRP	BASIC		16	40	120	16						24			216	\$26,196.88			
120.01.03B	Virtual Public Meeting with In-Person Option	RRP	BASIC		16	40	40	16					14	24		24	174	\$22,964.46			
120.01.03C	Notice Advertising an Opportunity for a Public Hearing (NAOPH) and Other Notifications	RRP	BASIC				24	160						24			208	\$18,489.36			
120.02	Environmental Documentation (Categorical Exclusion)	RRP	BASIC		16	8	40	16						24				\$15,197.84			
	Field Investigations	RRP	BASIC					120										\$9,165.60			
120.02.07	Socioeconomic Impacts	RRP	BASIC				8	40						24			72	\$6,879.44			
120.02.08	Water Resources	RRP	BASIC				8	40						20			68	\$6,445.76			
	Surface Water Analysis	RRP	BASIC				8	40						40			128	\$11,669.36			
	Water Features Delineation Report	RRP	BASIC				8	80										\$4,068.98			
120.02.09	Archaeological Resources	P-C	BASIC															\$31,714.56			
120.02.10	Historic Built Environment Resources	KCI	BASIC															\$0.00			
120.02.11	Vegetation and Habitat	RRP	BASIC															\$0.00			
120.02.12	Threatened and Endangered Species	RRP	BASIC				8	80						24			112	\$9,934.64			
120.02.13	Traffic Noise (omitted)	RRP	BASIC															\$0.00			
120.02.14	Air Quality (omitted)	RRP	BASIC															\$0.00			
	Hazardous Materials	RRP	BASIC				8	40						12			60	\$5,578.40			
	Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)				0	48	152	0	760	48	0	0	0	14	216	0	24	1,038	\$168,305.28		
145	GENERAL COORDINATION																				
	Project Manager (Proj Coord)(1 HRS/WK)	RRP	BASIC		52											52		\$14,222.00			
	Progress Reports and Invoicing	RRP	BASIC		3	6		3	3						12	27		\$3,821.67			
	Progress Meetings Monthly	RRP	BASIC		6	6			6	6						24		\$4,284.42			
	Internal Meetings - Bi Weekly	RRP	BASIC		13	13		13	13	13						65		\$12,486.11			
	Project Funding, Local and State Stakeholder Coordination	ARES	SPECIAL															\$72,000.00			
	US Stakeholder Coordination	VAL	SPECIAL															\$72,000.00			
	Mexico Stakeholder Coordination	CPI	SPECIAL															\$60,000.00			
	Project Secretary /CLERICAL (1 hrs/week)	RRP	BASIC												82	82		\$6,061.44			
	Sub Total (145 - GENERAL COORDINATION)				0	74	25	0	0	16	22	19	0	0	0	94	250		\$244,875.64		
	Total Hours				0	160	177	3	760	174	194	169	242	14	352	9	136	2,166	\$1,203,671.66		
LABOR TOTALS					MULTIPLIER		0	160	177	3	760	174	194	169	242	14	352	9	136	2,166	\$1,203,671.66
CONTRACT RATES: (\$/MAN-HOUR)					2.464		308.00	273.50	152.77	135.52	76.38	246.40	152.77	135.03	104.72	78.85	108.42	172.48	73.92		
BASE RATES: (\$/MAN-HOUR)					125.00		111.00	62.00	55.00	31.00	100.00	62.00	54.80	42.50	32.00	44.00	70.00	30.00			

PROJECT: Gateway International Pedestrian Bridge

CONTRACT: CRMA General Engineering Consulting Contract

Env, Schematic: TBD

COUNTY: Cameron

RRP JOB NO.: TX2434 Work Authorization# 7 Phase 1

## EXHIBIT D -- FEE ESTIMATE

FC	DESCRIPTION Attachment B	from	FIRM	SERVICE	MAN-HOURS												ESTIMATED FEE	TOTALS	
					Technical Advisor	Project Manager	Env Planner Senior	Env Scientist IV	Env Scientist I/II	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer in Training II	Engineer Technician	CADD operator - Senior	Utilities Coordinator	Administrative / Clerical		
160	NON LABOR		RRP (nl)	SPECIAL															
	In-Person Project Meetings (Engineering)		RRP (nl)	SPECIAL															
	Travel - Mileage		RRP (nl)	SPECIAL						Mileage Rate = \$0.70	Mileage = 120	Trips = 1						\$84.00	
	Travel - Lodging including taxes (Bi National)		RRP (nl)	SPECIAL	Persons = 2	Nights = 2				Cost per Night = \$155.00	Cost per Day = \$68.00	Trips = 1						\$620.00	
	Travel - Meals		RRP (nl)	SPECIAL	Persons = 2	Days = 5				Cost per Day = \$68.00								\$680.00	
	Travel - Rental Vehicle		RRP (nl)	SPECIAL					Days = 5	Rent/Gas per Day = \$150.00								\$750.00	
	Flights		RRP (nl)	SPECIAL						Cost per Night = \$950.00	Cost per Night = 4							\$3,800.00	
	Field Investigations (Engineering)		RRP (nl)	SPECIAL						Mileage Rate = \$0.70	Mileage = 120	Trips = 4						\$336.00	
	Travel - Mileage		RRP (nl)	SPECIAL						Cost per Night = \$155.00	Cost per Day = \$68.00	Trips = 5						\$6,200.00	
	Field Investigations (Environmental)		RRP (nl)	SPECIAL						Persons = 2	Nights = 4	Cost per Night = \$155.00	Cost per Day = \$68.00	Trips = 5					\$6,200.00
	Travel - Lodging including taxes		RRP (nl)	SPECIAL	Persons = 2	Days = 5				Cost per Day = \$68.00	Rent/Gas per Day = \$150.00							\$680.00	
	Travel - Meals		RRP (nl)	SPECIAL	Persons = 2	Days = 5				Cost per Day = \$68.00								\$750.00	
	Travel - Rental Vehicle		RRP (nl)	SPECIAL					Days = 5	Rent/Gas per Day = \$150.00								\$750.00	
	Field Investigations by Type		RRP (nl)	SPECIAL	Wetlands 1	HazMat 1	Social/Economic 1											\$5,000.00	
	Field Investigations by Type		RRP (nl)	SPECIAL	Noise 1	Biological 1	USACE Verification 1											\$500.00	
	Public Meeting		RRP (nl)	SPECIAL														\$250.00	
	Travel - Lodging including taxes		RRP (nl)	SPECIAL	Persons = 3	Nights = 3				Cost per Night = \$155.00	Cost per Day = \$68.00	Trips = 1						\$1,395.00	
	Travel - Meals		RRP (nl)	SPECIAL	Persons = 3	Days = 4				Cost per Day = \$68.00								\$816.00	
	Travel - Rental Vehicle		RRP (nl)	SPECIAL					Days = 5	Rent/Gas per Day = \$150.00								\$750.00	
	Non-Labor		KCI (nl)	SPECIAL														\$3,904.00	
	Government Records Report		RRP (nl)	SPECIAL														\$700.00	
	Hardcopy Materials (copies, paper, printing, for pop up meetings)		RRP (nl)	SPECIAL														\$1,500.00	
	Public Meeting Exhibits - Mounting		RRP (nl)	SPECIAL														\$5,000.00	
	Postage		RRP (nl)	SPECIAL														\$500.00	
	Equipment for Field Investigations (stakes, pin flags, flagging, etc.)		RRP (nl)	SPECIAL														\$250.00	
	Sub Total (160 - NON LABOR)																	\$28,715.00	
	NON LABOR TOTAL																		
	BASIC SERVICE TOTAL																		
	SPECIAL SERVICE TOTAL																		
	PROJECT TOTAL																	\$1,232,386.66	



**Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project – Level of Effort (LOE)**

Ares Services Incorporated will provide State and Local Stakeholder Coordination services in support of the Gateway International Bridge project for a period of twelve (12) months. Services will include direct coordination with state and local agencies, elected officials, municipal departments, and relevant community stakeholders to advance project objectives and maintain compliance with applicable requirements.

Activities will focus on ensuring alignment between the project's technical, environmental, and permitting needs with state and local priorities, facilitating timely exchange of information, and preparing regular updates for the project team.

Ares Services Incorporated brings proven experience in infrastructure development, binational permitting, and strategic advocacy, with established relationships across key governmental entities and border-region stakeholders.

**Staffing & Rate**

Role	Monthly Rate	Duration	Total
State & Local Stakeholder Coordination (R. Villarreal)	\$6,000	12 months	\$72,000

**Deliverables**

- Monthly activity reports
- Summaries of meetings with state and local officials
- Tracking and follow-up on stakeholder commitments and action items
- Coordination support, briefings, and intergovernmental meetings

***Prepared by: Rigoberto Villarreal – Ares Services Incorporated***

**EXHIBIT D**  
**Cost Proposal**  
**Geotechnical Engineering, Report & Summary**



B2Z Engineering

			MANHOURS					
			Support Manager	Engineer (Senior)	Engineer (Project)	CADD Operator	Admin/Clerical	Total
TASK								
	1A	Project Management and Review - Field Operation Oversight	8		8			16
	2A	Boring Locates and Utility Clearance					8	8
	3A	Lab Analysis of Soil Borings - Assignments, Soil Logs, Soil Summ, Soil Classific.		4	36		36	76
	1B	Shallow Foundations - Bldg Bores (Bearing Capacity, PVR, WRI/PTI)		4	24			28
	2B	Deep Foundations - Brg Bores (Foundation Capacity, L-Pile Parameters)		6	32			38
	3B	Geo Report	2	10	40	4	4	60
	1C	Meetings, Conf Call, Invoice, Progress Reports, Admin, etc.	8	4			8	20
		<b>Subtotal</b>	<b>18</b>	<b>28</b>	<b>140</b>	<b>4</b>	<b>56</b>	<b>246</b>
<b>Labor Hours</b>			<b>18</b>	<b>28</b>	<b>140</b>	<b>4</b>	<b>56</b>	<b>246</b>
Contract Rate			\$ 284.86	\$ 274.81	\$ 251.35	\$ 117.30	\$ 107.24	
<b>Total Labor Costs</b>			<b>\$ 5,127.48</b>	<b>\$ 7,694.68</b>	<b>\$ 35,189.00</b>	<b>\$ 469.20</b>	<b>\$ 6,005.44</b>	<b>\$ 54,485.80</b>

LINE ITEM EXPENSES

Printing Reproduction (N/A - Electronic Submittal Only)	\$ -
*B2Z Engineering (Sub-Total for Geo. Field & Lab Services)	\$ 55,174.40
* - (Please see page 2, for detailed estimates of testing)	

**Total Expenses**

<b>B2Z Total Cost</b>	<b>\$ 109,660.20</b>
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**EXHIBIT D**  
**Cost Proposal**



**Geotechnical Field and Laboratory Services**  
**Gateway International Pedestrian Bridge Project**  
**Prepared for RRP Consulting Engineers, LLC**

	<b>SERVICES</b>		<b>UNITS</b>	<b>UNITS</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>I.</b>	<b>Project Management / Review</b>					
<b>II.</b>	<b>Utility Clearances / Boring Locates</b>					
B.	Mileage	Mile	140	\$ 0.67	\$ 93.80	
<b>III.</b>	<b>Field Exploration</b>					
A	Mobilization/Demobilization (Drill Rig) (within 100 miles)	EA	2	\$ 600.00	\$ 1,200.00	
B	Field Exploration					
	1. Soil Boring/Rock Coring w TCP (< 60 ft.) (Sub SPT)	LF	100	\$ 49.00	\$ 4,900.00	
	1A. Soil Boring/Rock Coring w TCP (> 60 ft.) (Sub SPT)	LF	20	\$ 58.00	\$ 1,160.00	
	2. Backfilling Boreholes Bentonite Plug	LF	120	\$ 12.00	\$ 1,440.00	
	2a. Concrete/AC Patch	EA	2	\$ 110.00	\$ 220.00	
	3. Supp. Vehicle-Trailer, Tools Water Supply	MI	280	\$ 0.67	\$ 187.60	
	4. Vehicle Charge	MI	700	\$ 0.67	\$ 469.00	
	5. Traffic Control Services (Med Project)	Day	1	\$ 2,500.00	\$ 2,500.00	
C	Miscellaneous Field Services					
	1. Drilling from Mexico (Sub)	LS	1	\$ 25,000.00	\$ 25,000.00	
	2. Drilling from Mexico (Prime Misc.)	LS	1	\$ 3,000.00	\$ 3,000.00	
<b>IV.</b>	<b>Engineering Data Analysis / Report</b>					
	1. Moisture Content (Tex-103-E)	Ea.	78	\$ 20.00	\$ 1,560.00	
	2. Liquid Limit (Tex-104-E)	Ea.	42	\$ 60.00	\$ 2,520.00	
	3. Plastic Limit (Tex-105-E)	Ea.	42	\$ 60.00	\$ 2,520.00	
	4. Plasticity Index (Tex-106-E)	Ea.	42	\$ 62.00	\$ 2,604.00	
	5. Sieve Analysis (w/ Hyd) (Tex-110-E)	Ea.	6	\$ 125.00	\$ 750.00	
	6. -200 Determination (Tex-111-E)	Ea.	42	\$ 80.00	\$ 3,360.00	
	7. Soils Sulfate Content (Tex-145-E)	Ea.	6	\$ 140.00	\$ 840.00	
	8. Lime Series Testing (Tex-121-E - Part 3)	Ea.	2	\$ 425.00	\$ 850.00	
	9. Unconfined Compressive Strength (Soil)	Ea.	32	\$ 89.00	\$ 2,848.00	
<b>Project Sub-Total (Geo Field and Lab)</b>						<b>\$ 55,174.40</b>

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

Page 2 6

**Summary**

<b>Firm</b>	<b>Specified Rate</b>	<b>Other Direct Expenses</b>	<b>Unit Costs</b>	<b>Total</b>
CDM Smith	\$174,973.02	\$8,133.00		\$183,106.02

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

Page 2 7

**FEE SCHEDULE**

SUB PROVIDER NAME: CDM Smith Inc.												
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY CONTRACT RATE	1	2	3	4	5	6	7	8	Total Hours	Total Dollars
			Project Management, QC, and Coordination Meetings	Data Collection	Assumptions and Pedestrian Traffic Forecasting Methodology Memorandum	Estimation of Existing Global Pedestrian Demand	Estimation of Growth Rates and Future Pedestrian Global Demand	Estimation of Diversion to Proposed Gateway Pedestrian Bridge	Pedestrian Traffic Study Report	Meetings/ Presentations with CCRMA Staff		
Administrative/Clerical		\$111.77	3	5					6	6	20	\$2,235.40
Engineer (Senior)	15+	\$257.08							4		4	\$1,028.32
Engineer	5 to 15	\$203.98		8		2	14		8		32	\$6,527.36
Engineer-in-Training II	5 to 10	\$167.66		12							12	\$2,011.92
Engineer-in-Training I	0 to 5	\$128.54		12							12	\$1,542.48
Planning Director	15+	\$348.00	4	1	1	1	1	1	4	3	16	\$5,568.00
Planner - Senior	15+	\$293.40	6	4	10	10	16	30	20	20	116	\$34,034.40
Planner IV	10 to 15	\$245.90	6	6	20	18	20	112	22	12	216	\$53,114.40
Planner III	5 to 10	\$192.81	2	8	14	12	14	30	20	16	116	\$22,365.96
Planner I/II	0 to 5	\$139.72	2		14	20	16	10	20	16	98	\$13,692.56
Technical Advisor - Senior	20+	\$405.17	5	3	1	2	1	8	4	3	27	\$10,939.59
Project Manager	10 +	\$360.46	12	4	5	1	2	4	8	12	48	\$17,302.08
Support Manager - TPP Planning	10+	\$307.37	3	0	0	1	2	4	2	3	15	\$4,610.55
<b>Total Hours</b>			<b>43</b>	<b>63</b>	<b>65</b>	<b>67</b>	<b>86</b>	<b>199</b>	<b>118</b>	<b>91</b>	<b>732</b>	
<b>Total Dollars</b>			<b>\$12,901.65</b>	<b>\$12,941.92</b>	<b>\$15,062.89</b>	<b>\$14,702.45</b>	<b>\$19,491.81</b>	<b>\$49,784.98</b>	<b>\$27,770.28</b>	<b>\$22,317.04</b>		<b>\$174,973.02</b>

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

**PRIME PROVIDER: RRP**

**Subconsultant: CDM Smith, Inc.**

**Other Direct Expenses**

Other Direct Expenses	Unit	Fixed	Maximum	Unit Cost	Quantity	Cost
Lodging/Hotel (Taxes / fees not included)	day/person		Current State Rate	\$ 110.00	12	\$1,320.00
Lodging/Hotel - Taxes and fees	day/person		\$ 45.00	\$ 45.00	12	\$540.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person		Current State Rate	\$ 68.00	36	\$2,448.00
Mileage	mile	Current State Rate		\$ 0.700		
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$ 100.00	\$ 100.00	12	\$1,200.00
Air Travel- In State/Out of State (Coach)	Rd Trip/person		\$ 850.00	\$ 225.00	9	\$2,025.00
Rental Car Fuel	gallon		\$ 5.00	\$ 5.00	120	\$600.00
Overnight Mail - oversized box	each		\$ 100.00	\$ 100.00	0	\$ -
Photocopies B/W (8 1/2" X 11")	each	\$ 1.00		\$ 0.15	0	\$ -
Photocopies B/W (11" X 17")	each	\$ 0.25		\$ 0.25	0	\$ -
Photocopies Color (8 1/2" X 11")	each	\$ 1.00		\$ 1.00	0	\$ -
Photocopies Color (11" X 17")	each	\$ 1.25		\$ 1.25	0	\$ -
CDs/DVDs	each	\$ 2.00		\$ 2.00	0	\$ -
Notebooks	each		\$ 10.00	\$ 10.00	0	\$ -
				<b>Total</b>		<b>\$ 8,133.00</b>

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

August 26, 2025

**SERVICE PROPOSAL FOR GATEWAY INTERNATIONAL PEDESTRIAN BRIDGE PROJECT**

**• Cruces y Puentes Internacionales Fee**

The monthly cost will be \$5,000.00 (Five thousand US dollars) for a period of 12 months, with the possibility of contract renewal.

**• Transconsult Fee**

Summary		Total Cost (USD)
	Traffic & Revenue study	\$160,550

**Breakdown of hours**

		Director	Transportation Manager	Transportation Modeler	Economist	Cost Benefit Specialist	Legal Specialist	Field Staff	Secretary	
Hourly Contract Rate (USD)		\$260.00	\$136.00	\$94.00	\$94.00	\$136.00	\$94.00	\$20.00	\$25.00	
Deliverable	Task	Director	Transportation Manager	Transportation Modeler	Economist	Cost Benefit Specialist	Legal Specialist	Field Staff	Secretary	Total hours
Mobility study	Network development	32	64	0	0	0	0	0	26	122
Mobility study	Demand development	43	64	0	0	0	0	197	26	330
Mobility study	Model Calibration	54	86	236	0	0	0	0	26	402
Mobility study	Project evaluation in base year	21	0	172	0	0	0	0	26	219
Mobility study	Demand Forecast	54	0	0	193	0	0	0	26	273
Mobility study	Project evaluation in planning horizon	21	26	54	0	0	0	0	26	127
<b>Total</b>		225	240	462	193	0	0	197	156	1,473

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

SUB PROVIDER NAME: KCI

TASK DESCRIPTION	ENGINEER IN TRAINING II	SENIOR CADD OPERATOR	PROJECT ENGINEER	Senior Environmental Planner	TOTAL LABOR HOURS
<b>FC 120 - ENVIRONMENTAL STUDIES &amp; PUBLIC INVOLVEMENT</b>					
<b>120.02.10 Historical Built Environment Resources</b>					
Draft/Final PCR	4	8	8	16	<b>36</b>
Draft Historic Research Design	16	40	40	40	<b>136</b>
					<b>0</b>
HOURS SUB-TOTALS	20	48	48	56	<b>172</b>
RATE PER HOUR	\$111.18	\$131.66	\$175.54	\$263.31	
TOTAL LABOR COSTS	\$2,223.60	\$6,319.68	\$8,425.92	\$14,745.36	<b>\$31,714.56</b>
<b>SUBTOTAL (FC 120)</b>					<b>\$31,714.56</b>

**OTHER DIRECT EXPENSES - FC 120**

	UNIT	UNIT/COST	QUANTITY	SUB TOTAL
Mileage	mile			
Lodging/Hotel - Taxes and Fees	day/person	\$45.00	8	\$360.00
Lodging/Hotel (Taxes/fees not included)	day/person	\$110.00	8	\$880.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$68.00	8	\$544.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	\$530.00	4	\$2,120.00
				<b>TOTAL ODE \$3,904.00</b>
<b>KCI TOTAL</b>		<b>\$35,618.56</b>		

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

Highway: Gateway International Bridge County Administration Building, Toll Plaza, Canopies & Pedestrian Bridge Project

CSJ:

County: Cameron County

**Subprovider: Poznecki-Camarillo, Inc.**

		\$345.14	\$310.63	\$255.98	\$192.71	\$146.69	\$215.72	\$167.68	\$120.80	\$101.39	\$97.07		
	<b>BASIC SERVICES</b> <b>Task Descriptions</b>	Project Manager -	Support Manager -	Environmental Planner - Senior	Environmental Planner IV	Environmental Planner III	Environmental Scientist - Senior	Environmental Scientist IV	Environmental Scientist III	Environmental Scientist I/II	Admin/ Clerical	Total Hours	Total Cost
<b>GENERAL REQUIREMENTS</b>													
1.3	Progress Reporting and Invoicing						2				2	4	\$ 625.58
<b>FC (120) Public Involvement and Social, Economic and Environmental Studies</b>													
120.02.01	Study Area and Constraints Mapping											0	
120.02.03	Alternatives Development and Analysis											0	
120.02.04	Project Scoping Coordination											0	
120.02.05	Land Use											0	
120.02.09	Archeological Resources			2			6	4	8			20	\$ 3,443.40
120.02.13	Traffic Noise											0	
120.02.17	Other Environmental Resources											0	
<b>Subtotal Hours:</b>		<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>24</b>	<b>\$ 4,068.98</b>
<b>Subtotal Labor Cost:</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$511.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,725.76</b>	<b>\$670.72</b>	<b>\$966.40</b>	<b>\$0.00</b>	<b>\$194.14</b>		<b>\$ 4,068.98</b>



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

TASK DESCRIPTION GATEWAY INTERNATIONAL BRIDGE	Support Manager	Analytical Triangulation Specialist	Certified Photogrammetrist	Aerial Mapping Technician	LiDAR Processing Technician, Fixed Wing	Aerial Processing Tech	Mapping Editor (incl QA/QC, Finishing, & Finalization)	LIDAR TASK LEAD	Aerial Office Technician	LIDAR MAPPING TECHNICIAN (AERIAL)	TOTAL LABOR HOURS	NO OF DWGS	TOTAL LABOR COST
ROADWAY DESIGN - FC 160 (150 - SURVEYING)													
150.3 Design Surveys (15.2.1)													
Planimetric and LiDAR	2	20	2	20	50	0	20	0	0	0			
CSJ: 0921-06-163 SPI													
<b>HOURS SUB-TOTALS</b>	<b>2</b>	<b>20</b>	<b>2</b>	<b>20</b>	<b>50</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>114</b>		
CONTRACT RATE PER HOUR	\$165.00	\$165.00	\$110.00	\$165.00	\$165.00	\$110.00	\$55.00	\$123.75	\$123.75	\$110.00			
TOTAL LABOR COSTS	\$330.00	\$3,300.00	\$220.00	\$3,300.00	\$8,250.00	\$0.00	\$1,100.00	\$0.00	\$0.00	\$0.00			\$ 16,500.00
% DISTRIBUTION OF STAFFING	1.8%	17.5%	1.8%	17.5%	43.9%	0.0%	17.5%	0.0%	0.0%	0.0%	1		
<b>SUB-TOTAL - FC 160 (150 - SURVEYING)</b>													\$ 16,500.00

OTHER DIRECT EXPENSES	COST/UNIT	# of UNITS	UNIT										
CSJ: 0921-06-163 SPI													
Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles (to/from local airport)	\$ 65.000	0	per mile								\$ -		
Fixed Wing Airborne Aerial Imagery/LiDAR - Project Flight Miles on project	\$ 250.000	0	per mile								\$ -		
Photo Lab Service - Digital image processing	\$ 28.00	0	per frame								\$ -		
Airborne DPS/IMU Data Collection/processing	\$ 2,500.00	1	per project								\$ 2,500.00		
Mobilization for Aerial Imagery/LiDAR Fixed Wing Aircraft (Includes aircraft, pilot, sensor/LiDAR operator, fuel and transportation cost)	\$ 25,000.00	1	per project								\$ 25,000.00		
<b>SUB-TOTAL OTHER DIRECT EXPENSES</b>													\$ 27,500.00

SUMMARY	
TOTAL COSTS FOR RAM	\$ 16,500.00
TOTAL COST (UNIT COST)	\$ -
NON-SALARY (OTHER DIRECT EXPENSES) FOR RAM	\$ 27,500.00
<b>GRAND TOTAL</b>	<b>\$ 44,000.00</b>

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

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**Sub Provider: RODS, Inc.**

**Specified Rate Fee Payment Basis**

August 8, 2025

Salary Classification	Contract Rate	Hours / Quantity	Total
Support Manager	\$208.96	0	\$0.00
Engineer - Senior	\$201.86	0	\$0.00
Project Controls Specialist - Senior	\$141.55	0	\$0.00
Project Controls Specialist	\$106.55	0	\$0.00
Engineer - EIT (Engineer-In-Training)	\$123.38	0	\$0.00
Engineer - Graduate	\$106.55	0	\$0.00
Engineer Tech - Senior	\$98.14	0	\$0.00
Engineer Tech	\$92.53	0	\$0.00
Engineer Tech - Junior	\$70.10	0	\$0.00
Admin/Clerical	\$89.73	0	\$0.00
CADD Tech - Senior	\$98.14	0	\$0.00
CADD Tech	\$84.12	0	\$0.00
CADD Tech - Junior	\$70.10	0	\$0.00
SUE Manager	\$196.28	0	\$0.00
SUE Field Manager	\$137.40	0	\$0.00
Utilities Coordinator - Senior	\$195.47	0	\$0.00
Utilities Coordinator	\$117.77	0	\$0.00
Utilities Field Inspector - Senior	\$137.40	0	\$0.00
Utilites Field Inspector	\$98.14	0	\$0.00
Engineering Specialist (Utility) - Senior	\$106.55	0	\$0.00
<b>SUBTOTAL FOR LABOR</b>		0	\$0.00
SUE Quality Level D (Includes labor and equipment for records research, CADD and mapping.)	LF	\$0.75	0
SUE Quality Level C (Includes labor and equipment for records research, CADD and mapping.)	LF	\$0.95	0
SUE Quality Level B - Utility Designation (Includes labor and equipment for records research, designating,	LF	\$2.00	0
<b>SUE Field Services</b>			
One (1) Designating Person with equipment	Hour	\$170.00	0
Two (2) Designating People with equipment	Hour	\$235.00	0
<b>SUBTOTAL FOR UNIT COST</b>			\$0.00

<b>SUMMARY</b>		
<b>SUBTOTAL FOR LABOR</b>	(see attached)	\$90,873.78
<b>SUBTOTAL FOR UNIT COST</b>	(see above)	\$0.00
<b>SUBTOTAL FOR DIRECT EXPENSES</b>	(see attached)	\$24,896.00
<b>TOTAL</b>		<b>\$115,769.78</b>

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

SUB PROVIDER NAME: RODS, INC.

Gateway International Bridge - CAMERON COUNTY

TASK	TASK/ DESCRIPTION	UNIT COST												
		Support Manager	Surveyor (RPLS) - Senior	CADD OPERATOR SENIOR	CADD OPERATOR	SIT (Surveyor in Training) - Senior	Survey Tech - Senior	Abstractor	Admin / Clerical	Survey Field Crew Coordinator	1-Man Field Party	2-Man Field Party	3-Man Field Party	Task Labor Hours
	<b>DESIGN SURVEYS</b>													
1	<b>H&amp;V SURVEY CONTROL</b> - Establish and verify Horizontal and Vertical Survey Control. Perform digital leveling between control points as necessary. Prepare Horizontal and Vertical Survey Control Index Sheets including control sketches and 8.5"x11" survey control data sheet, all signed by a Texas RPLS.	2	16	8	20		8			4			120	
2	<b>DESIGN SURVEYS</b> - Make survey ties to signs, visible utilities, perform cross-sections to supplement lidar flight, bridges, drainage features with invert data (manholes, culverts, etc.), x-sections along Rio Grande River, geo-tech bore holes.	2	12	16	40		14			4			180	268 \$ 54,141.60
3	<b>ROW MAPPING</b> - Prepare up to <b>2 parcels</b> for ROW acquisition of the project as required, including 11"x17" ROW map sheets, property description and a parcel exhibit all signed by a Texas RPLS.												0	\$ -
4	<b>ROE</b> - Secure Right-of-Entry to cross land into private property to establish H&V survey control, perform design surveys or located property corners and ROW monumentation.												0	\$ -
	<b>Subtotal Hours</b>	4	28	24	60	0	22	0	0	8	0	0	300	446
	<b>TOTAL Sub LABOR FEE</b>	\$ 920.20	\$ 5,153.12	\$ 2,922.96	\$ 5,845.80	\$ -	\$ 2,576.42	\$ -	\$ -	\$ 855.28	\$ -	\$ -	\$ 72,600.00	\$ 90,873.78

Reimbursable Direct Expenses	Rate	Unit	Amount	Total
Mileage	\$ 0.700	miles	1,600	\$ 1,120.00
Lodging/Hotel (Taxes /fees not included)	\$ 118.00	each	78	\$ 9,204.00
Lodging/Hotel - Taxes and Fees	\$ 45.00	each	78	\$ 3,510.00
Meals (Excluding alcohol & tips) (Overnight stay required)	\$ 69.00	day	78	\$ 5,382.00
Ground Target (includes paint, panel material, etc.)	\$ 30.00	each	6	\$ 180.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	\$ 125.00	hour	8	\$ 1,000.00
Map/Plat Records	\$ 7.50	sheet		\$ -
Title Reports	\$ 800.00	each		\$ -
Deed Copies	\$ 2.00	sheet		\$ -
Type II ROW/Control Monument - Poured 2-3 feet (includes equipment, materials, & rentals). Marker supplied by TxDOT.	\$ 300.00	each		\$ -
Boat with motor	\$ 400.00	per day	5	\$ 2,000.00
Hydrographic Sonar Equipment	\$ 500.00	day	5	\$ 2,500.00
<b>Licensed State Land Surveyor 1 PARCEL(third party reimbursable expense)</b>	at cost			
<b>TOTAL REIMBURSABLE DIRECT EXPENSES</b>				\$ 24,896.00

**2-P    CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK  
AUTHORIZATION NO. 2 TO WORK AUTHORIZATION NO. 6 WITH GDJ  
ENGINEERING, LLC FOR MPO ASSISTANCE AND PLANNING PURPOSE**

## **SUPPLEMENTAL WORK AUTHORIZATION NO. 2**

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

This Supplemental Work Authorization No. 2 to Work Authorization No. 6 is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of March 17, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“GEC”).

This Supplemental Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *12 Month Time Extension for Project Coordination and Planning Support with the RGVMPO.*

#### **Section A. - Scope of Services – No Change**

#### **Section B. - Schedule**

Section B is hereby amended to extend the termination date of Supplemental Work Authorization No. 1 to Work Authorization No. 6 for a 12-month period starting October 1, 2025.

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

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

C.1. Paragraph C.1 is hereby amended to increase the overall maximum amount payable from \$216,230.88 to \$323,844.96, an increase of \$107,614.08 based on the attached fee estimate as shown in **Exhibit 1**. Compensation shall be in 12 equal monthly installments of \$8,967.84 and in accordance with the Agreement.

#### **Section D. – Authority’s Responsibilities – No Change**

#### **Section E. - Other Provisions**

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

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

Authority: Cameron County Regional  
Mobility Authority

By: Frank Parker, Jr.

GEC: GDJ Engineering, LLC

By: Robert Macheska

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

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

Title: Chairman

Title: Exec. VP/COO

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

Date: August 27, 2025

#### **LIST OF EXHIBITS**

- Exhibit 1 – Fee Estimate
- Exhibit 2 – Project Schedule



**"Exhibit 1"**  
**Fee Estimate**

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

MANHOURS													
<i>CCRMA RGVMPO Project Coordination and Planning Support Supplemental #2 to Work Authorization #6</i>		Senior Project Manager/ Principal	Project Manager	Sr. Planner / Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
<b>TASK</b>													
1	Project Development Support			8				4		4	16	\$ 1,659.68	
2	Ongoing Evaluation of Projects in Planning Documents (TIP/STIP/MTP/UTP)			10						2	12	\$ 1,499.28	
3	CIP Project Development Support / Exhibits and Estimates			10				14		4	28	\$ 2,757.92	
4	Report Preparation for RGVMPO TAC and Policy Meetings			6						4	10	\$ 1,053.68	
5	Correspondence and Project Agreement Development and Review			8						4	12	\$ 1,331.52	
6	Meetings/Coordination/Management Oversight			4						2	6	\$ 665.76	
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>20</b>	<b>84</b>	
<b>Labor Hours</b>		<b>0</b>	<b>0</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>20</b>	<b>84</b>	
Contract Rate		\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 99.24	\$ 72.76	\$ 96.32	\$ 82.04	\$ 71.55	\$ 55.04		
<b>Total Labor Costs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,390.32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,476.72</b>	<b>\$ -</b>	<b>\$ 1,100.80</b>	<b>\$ 8,967.84</b>	<b>\$ 8,967.84</b>

LINE ITEM EXPENSES

N/A

\$ -

**Total Expenses**

\$ -

**GDJ Engineering Total Cost**

**\$ 8,967.84**

**EXHIBIT "2"**  
**PROJECT SCHEDULE**

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

<b>TASK AND DESCRIPTION</b>	<b>2025</b>			<b>2026</b>								
	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>
<b>Project Planning &amp; Coordination Support</b>												
Project Development Support	GDJ											
Ongoing Evaluation of Projects in Planning Documents (TIP/STIP/MTP/UTP)	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ
CIP Project Development Support / Exhibits and Estimates	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ
Report Preparation for RGVMP TAC and Policy Meetings	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ
Correspondence and Project Agreement Development and Review	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ
Meetings/Coordination/Management Oversight	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ	GDJ



**2-Q    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 11  
WITH GDJ ENGINEERING LLC, FOR THE STUART PLACE ROAD  
PRELIMINARY ENGINEERING REPORT.**

## **WORK AUTHORIZATION**

### WORK AUTHORIZATION NO. 11

This Work Authorization is made as of this \_\_\_\_\_ day of August, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of March 17, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Stuart Place Road Preliminary Engineering Report (PER) Project.*

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

A.1. GEC shall perform the following Services:

*See Exhibit 1 – Scope of Services to be Provided by the Engineer as requested by the Authority.*

#### **Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on **Exhibit 2**.

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

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

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$24,964.26, based on the attached fee estimate as shown in **Exhibit 1**. Compensation shall be in accordance with the Agreement.

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

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

D.1. Provide GEC with a Notice to Proceed

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

D.3. Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain

D.4. Provide timely review and decisions in response to the GEC’s request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit 2.

### Section E. - Other Provisions

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

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

Authority: Cameron County Regional  
Mobility Authority

GEC: GDJ Engineering, LLC

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

By: Robert Macheska

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

Signature: 

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

Title: Exec. VP/COO

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

Date: August 4, 2025

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

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**PROJECT DESCRIPTION**

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

COUNTY/CITY: Cameron County RMA

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

PROJECT/DESCRIPTION: Preliminary Engineering Report (PER)

LENGTH: 2.5 Miles

HIGHWAY: Stuart Place Road

LIMITS: From Wilson Road to SH 107  
(see attached project location map after Exhibit 2)

**PROJECT CLASSIFICATION**

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

- Surface Treatment
- Overlay
- Rehabilitation Existing Road (Scarfify & Reshape)
- Convert Non-Freeway to Freeway
- Widen Freeway
- Widen Non-Freeway
- New Location Toll Freeway
- New Location Non-Freeway
- Interchange (New or Reconstruct)
- Bridge Widening or Rehabilitation
- Bridge Replacement
- Upgrade to Standards - Freeway
- Upgrade to Standards - Non-Freeway
- Preliminary Engineering Report (Use Function Code 102 for All Tasks)

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

**PROJECT SUMMARY**

The intent of this scope is to provide the LPA with a Preliminary Engineering Report (PER) to determine the viability of the project. The viability will be a combination of factors including environmental fatal flaws, reasonably expected project construction, right of way & professional services costs and interest from local entities for potential participation. The goal of this scope is to provide the LPA with enough information to make an informed decision on whether to advance the project any further.

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

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**PRELIMINARY PROJECT DEVELOPMENT**  
(Function Code 102)

**ADVANCED PLANNING & COORDINATION:**

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

1. Prepare Exhibits / Preliminary Estimates
  - a. The Engineer will assist the LPA with the preparation of preliminary project exhibits, maps, typical sections to allow for the development of preliminary project cost estimates for planning purposes.
2. Draft Correspondence
  - a. The Engineer will assist the LPA with the preparation of draft correspondence to be used to advance the development of the project.
3. Develop Project Agreements
  - a. The Engineer will assist the LPA with the development of Interlocal Agreements and project agreements with TxDOT, for example Advanced Funding Agreements (AFA), to ensure the LPAs project can be reviewed by TxDOT.

**PRELIMINARY PROJECT DEVELOPMENT:**

The ENGINEER will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values
  - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
2. Prepare/Evaluate Preliminary Route Locations on Uncontrolled Mapping\*
  - a. The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.
3. Uncontrolled Mapping (w/Contours & GIS Data)
  - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Project. A Preliminary Location Exhibit will be developed.
4. Prepare Preliminary Hydrologic Map
  - a. The Engineer will develop a preliminary Hydrologic Map for the Project. The preliminary Hydrologic Map will be based on LIDAR and GIS information.
5. Investigate Preliminary ROW Requirements
  - a. The Engineer will research and identify affected property owners on the Projects alignment and proposed ROW utilizing the latest appraisal district file information from the Hidalgo County Appraisal District and subdivision plat information from Carson Maps.
6. Prepare Preliminary Cost Estimates
  - a. The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Project.
  - b. The Engineer will develop a preliminary ROW parcel count and ROW land cost estimate.

## EXHIBIT 1

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

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7. Preliminary Environmental Analysis (for Fatal Flaws)
  - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
8. Prepare a Project Fact Sheet for All Anticipated Costs
  - a. The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
9. Prepare Preliminary Engineering Report (PER)
  - a. The Engineer shall provide a Preliminary Engineering Report outlining and summarizing the results of the preliminary project development tasks (design parameters, constraints, costs, path to successful project completion, etc...)
10. Meetings, Coordination & Support for Project Development
  - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, County, Drainage Districts, Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA's staff on all Project related items.

\* A Phase I or better survey for hazardous materials should be included as a determining factor of route selection. Projects which do not require additional ROW should be considered separately from an expansion or new location.

## ADDITIONAL RESPONSIBILITIES

### **MEETINGS:**

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

### **PROJECT MANAGER/ENGINEER COMMUNICATION:**

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

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

### **DESIGN RESPONSIBILITIES:**

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

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

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1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.

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

**DOCUMENT AND INFORMATION EXCHANGE:**

Data provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

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

If required, the ENGINEER shall provide to the LPA, a CD that contains all the data for the project. The graphics tape shall be compatible with the LPA's computer system.

**PROPOSAL TIME:**

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

**OFFICE LOCATION:**

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



**"Exhibit 1"**  
**Fee Estimate**

**Stuart Place Road PER - CCRMA**

<b>MANHOURS</b>													
<b>Stuart Place Road PER (From Wilson Road to SH 107) Cameron County Regional Mobility Authority</b>		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
<b>TASK</b>													
<b>Preliminary Engineering Report</b>													
	Advanced Planning & Coordination												
1	Prepare Exhibits for Preliminary Estimates		2	2			4	4		6		18	\$ 1,687.78
2	Draft Correspondence & Development of Project Agreements	1	2	4	2						2	11	\$ 1,400.12
	Preliminary Project Development												
3	Establish Preliminary Design Values		2	2			4					8	\$ 873.20
4	Preliminary Route Locations	1	4	6			6					17	\$ 2,044.12
5	Uncontrolled Mapping		2	4			4			8		18	\$ 1,723.44
6	Preliminary Hydrologic Map	1	4	8			10	16	6			45	\$ 4,646.36
7	Preliminary ROW Requirements	1	4	4			6					15	\$ 1,766.28
8	Preliminary Cost Estimates	1	4	6	6		8					25	\$ 2,983.56
9	Preliminary Environmental Analysis (Fatal Flaw)	1	2		6	12						21	\$ 2,454.52
10	Prepare Project Fact Sheet	1	2	4								7	\$ 1,025.40
11	Prepare Preliminary Engineering Report (PER)	2	4	10			12					28	\$ 3,201.76
12	Meetings, Coordination & Support	1	2	2	2		2					9	\$ 1,157.72
	<b>Subtotal (Preliminary Engineering Report)</b>	<b>10</b>	<b>34</b>	<b>52</b>	<b>16</b>	<b>12</b>	<b>56</b>	<b>20</b>	<b>6</b>	<b>14</b>	<b>2</b>	<b>222</b>	<b>\$ 24,964.26</b>
	<b>Total Hours</b>	<b>10</b>	<b>34</b>	<b>52</b>	<b>16</b>	<b>12</b>	<b>56</b>	<b>20</b>	<b>6</b>	<b>14</b>	<b>2</b>	<b>222</b>	
<b>Labor Hours</b>													
	Contract Rate	\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 99.24	\$ 72.76	\$ 96.32	\$ 82.04	\$ 71.55	\$ 55.04		
	<b>Total Labor Costs</b>	<b>\$ 1,654.00</b>	<b>\$ 5,173.44</b>	<b>\$ 7,223.84</b>	<b>\$ 2,117.12</b>	<b>\$ 1,190.88</b>	<b>\$ 4,074.56</b>	<b>\$ 1,926.40</b>	<b>\$ 492.24</b>	<b>\$ 1,001.70</b>	<b>\$ 110.08</b>	<b>\$ 24,964.26</b>	<b>\$ 24,964.26</b>

**LINE ITEM EXPENSES**

N/A

\$ -

**Total Expenses**

\$ -

**GDJ Engineering Total Cost**

**\$ 24,964.26**

## **EXHIBIT 2 - PROJECT DEVELOPMENT SCHEDULE**

### **Stuart Place Rd PER**

CCRMA TASK

GDJ TASK



## Stuart Place Road Location Map



From Wilson Rd. to Primera Rd. (1.0 mi)  
From Primera Rd. to SH 107 (1.5 mi)



0 0.34 0.69 Mi

**2-R    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO.  
12 WITH GDJ ENGINEERING LLC, FOR THE CCRMA PROPOSED  
PARKING LOT EXPANSION PROJECT.**

## **WORK AUTHORIZATION**

### **WORK AUTHORIZATION NO. 12**

This Work Authorization is made as of this \_\_\_\_\_ day of August, 2025, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of March 17, 2022 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and GDJ Engineering, LLC (“GEC”).

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: *Proposed Parking Lot Project*.

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

A.1. GEC shall perform the following Services:

*See Exhibit 1 – Scope of Services to be Provided by the Engineer as requested by the Authority.*

#### **Section B. - Schedule**

GEC shall perform the Services and deliver the related Documents (if any) according to the following schedule as shown on **Exhibit 2**.

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

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

C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$19,676.18, based on the attached fee estimate as shown in **Exhibit 1**. Compensation shall be in accordance with the Agreement.

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

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

D.1. Provide GEC with a Notice to Proceed

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

D.3. Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain

D.4. Provide timely review and decisions in response to the GEC’s request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit 2.

### Section E. - Other Provisions

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

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

Authority: Cameron County Regional  
Mobility Authority

GEC: GDJ Engineering, LLC

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

By: Robert Macheska

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

Signature: 

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

Title: Exec. VP/COO

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

Date: August 13, 2025

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

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**PROJECT DESCRIPTION**

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

COUNTY/CITY: Cameron County RMA

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

PROJECT/DESCRIPTION: Surveying and PS&E

LENGTH: Parking Lot Location

HIGHWAY: N/A

LIMITS: Rancho Viejo @ CCRMA Offices  
(see attached project location map after Exhibit 2)

**PROJECT CLASSIFICATION**

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

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

ENGINEER shall mean GDJ Engineering.

LPA shall mean CCRMA.

**PROJECT SUMMARY**

The intent of this scope is to provide the LPA with a set of construction drawings and specifications to allow for the construction of a new location parking lot. The design services, as outlined in further detail in this scope, include: design surveys, geotechnical engineering, grading design, drainage considerations, signing, striping and traffic control plans. The understanding of the current construction plan is that the construction will be let by others. Should that plan change, Construction Administration scope items can be added at that time.

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## EXHIBIT "1"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

**FIELD SURVEYING AND PHOTOGRAMMETRY**

(Function Code 150)

**TOPOGRAPHY AND CONSTRUCTION SURVEYS:**

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

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

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

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

2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
  - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
  - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
  - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
  - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
3. Other Field Surveying
  - a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
  - b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
  - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
  - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
  - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
  - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
  - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

## EXHIBIT "1"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
- i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
- j. Tie to existing underground and overhead utilities (location, elevation and direction)
  - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
  - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
- k. Additional Field Surveying as shown below:
  - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
  - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
- l. Driveways and Turnouts
  - i. Inventory commercial entrances, public roads and side streets separately.
  - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
  - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
  - iv. Obtain width at ROW line
  - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
- m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
- n. Soil core hole staking
- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
- p. Profile existing drainage facilities, if applicable
- q. Measure hydraulic openings under existing bridges, if applicable
- r. Obtain elevations of manholes and valves of utilities, if applicable
- s. Provide temporary signs, traffic control, flags, safety equipment, etc.
- t. Provide ties to existing bridges or culverts that may conflict with new construction
- u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
- v. Inventory signs, mailboxes and driveways
- w. Survey controlled data sheets as per STATE guidelines

## EXHIBIT "1"

## SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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**ADDITIONAL RESPONSIBILITIES****A. TRAFFIC CONTROL:**

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

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

**B. INVOICING:**

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

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

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

**D. MEETINGS:**

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

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

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

**F. OFFICE LOCATION:**

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

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

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**ROADWAY DESIGN CONTROLS**  
(Function Code 160)

**ROADWAY DESIGN:**

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

1. Geometric Design
  - a. Horizontal and Vertical Alignment
  - b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the LPA.
  - c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
2. Grading Design
  - a. Refine the horizontal alignment including the following items
    - i. Typical Sections
    - ii. Design Cross Sections
    - iii. Determine Cut and Fill Quantities
    - iv. Slope Stability Analysis, if applicable
    - v. Embankment Foundation Stability Analysis, if applicable
    - vi. Embankment Settlement Analysis, if applicable

**DRAINAGE**  
(Function Code 161)

**DRAINAGE DESIGN:**

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

1. Hydrologic & Hydraulic Studies, Discharges
  - a. Drainage area maps showing existing conditions and proposed improvements.
  - b. Hydrologic data/discharge determination
2. Hydraulic Drainage Study & Documentation
  - a. Hydraulic Computations, if applicable
    - i. Channels
    - ii. Storm sewers/inlets
3. Layout, Structural Design and Detailing of Drainage Features
  - a. Storm Sewers
    - i. New storm sewers
    - ii. Modify existing storm sewers
    - iii. Inlets
    - iv. Trunk lines
  - b. Summary of Quantities
4. Storm Water Pollution Prevention Plan (SW3P)

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

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**SIGNING, MARKINGS AND SIGNALIZATION**  
 (Function Code 162)

**PAVEMENT MARKINGS:**

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

1. Signing and Markings Layout
  - a. Roadway layout
  - b. Center line with station numbering
  - c. ROW lines
  - d. Culverts and other structures that present a hazard to traffic
  - e. Location of utilities, if not shown on plan and profile
  - f. Existing signs to remain, to be removed, to be relocated
  - g. Proposed signs (illustrated and numbered)
  - h. Existing overhead sign bridges to remain, to be revised, removed or relocated
  - i. Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
  - j. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
  - k. Quantities of existing pavement markings to be removed
  - l. Proposed delineators and object markers
2. Summary of Small Sign Tabulation
3. Summary of Large Sign Tabulation including all Guide Signs (if applicable)
4. Sign Detail Sheets
  - a. All signs except for route markers
  - b. Design details for large guide signs
  - c. Dimensions of letters, shields, borders, corner radii, etc.
  - d. Designation of shields attached to guide signs
  - e. Designation of arrow used on exit direction signs

**MISCELLANEOUS ROADWAY**  
 (Function Code 163)

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

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

1. The Sequence of Construction and method of handling traffic during each phase
2. Roadway layout
3. Center line with station numbering
4. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning

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## EXHIBIT "1"

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

signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc...

5. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
6. Where detours are provided, typical cross sections shall be shown.
7. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

**GEOTECHNICAL INVESTIGATIONS & ENGINEERING:**

The ENGINEER will provide geotechnical services for the needed project limits.

1. Geotechnical Investigations, Engineering & Report
  - a. The ENGINEER shall provide geotechnical explorations and laboratory testing as needed for the project. All exploration soil borings shall be drilled in general accordance with ASTM D420 procedures, the samples will be collected in general conformance with ASTM D1586 procedures, and laboratory testing procedures will be performed in general accordance with Texas Department of Transportation TEX methods (or ASTM methods as required).
  - b. The ENGINEER shall provide geotechnical engineering and analysis of the explorations and laboratory testing.
  - c. The ENGINEER shall provide a signed/sealed geotechnical report of all findings including relevant recommendations for pavement design utilizing the latest Flexible Pavement Design System published by the Texas Department of Transportation. The ENGINEER will specifically recommend pavement sections and materials needed for the pavement design. (lime percentage, salvage, thicknesses, etc...)

**COMPUTE AND TABULATE QUANTITIES:**

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

**PROJECT ESTIMATE:**

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

**SPECIFICATIONS AND GENERAL NOTES:**

The ENGINEER will provide all relevant project specification and general notes to the plan set.

**EXCLUSIONS:**

1. This scope does not include services for Illumination Design.
2. TDLR (ADA) Permitting Costs
3. The understanding of the current construction plan is that the construction will be let by others. Should that plan change, Construction Administration scope items can be added at that time.

**PROJECT MANAGEMENT**

(Function Code 164)

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

The ENGINEER shall meet and coordinate with all relevant entities (i.e. City, Regional Mobility Authority, Texas Department of Transportation, Rio Grande Valley Metropolitan Planning Organization, etc...) and all other affected parties as deemed necessary by LPA. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA's staff on all Project related items.

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

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**ADDITIONAL RESPONSIBILITIES**

**MEETINGS:**

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

**PROJECT MANAGER/ENGINEER COMMUNICATION:**

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

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

**DESIGN RESPONSIBILITIES:**

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

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.

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

**DOCUMENT AND INFORMATION EXCHANGE:**

Data provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

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

If required, the ENGINEER shall provide to the LPA, a CD that contains all the data for the project. The graphics tape shall be compatible with the LPA's computer system.

**PROPOSAL TIME:**

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

**OFFICE LOCATION:**

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

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**"Exhibit 1"**  
**Fee Estimate**

**Proposed Parking Lot Expansion Project**

MANHOURS													
<i>Proposed Parking Lot Expansion Project (Rancho Viejo - Approx. 8,000 SF) Cameron County Regional Mobility Authority</i>		Senior Project Manager/ Principal	Project Manager	Project Engineer	Utility/ Environmental Manager	Environmental Specialist	EIT	Senior Engineering Tech	GIS Operator	Engineering Tech	Admin/Clerical	Total Hours	Total Line Item Cost
TASK													
Parking Lot Design Project													
1	Topographic Survey Data Collection												\$ 3,500.00
2	Geotechnical Testing & Engineering												\$ 4,700.00
3	Develop New Parking Lot Plan Set (Excluding Illumination Design)	2	8	14	4		18	22		30		98	\$ 9,597.46
4	Develop Estimate, Specifications, Gen Notes for Bidding Purposes		4	6			6					16	\$ 1,878.72
	<b>Subtotal (Parking Lot Design)</b>	<b>2</b>	<b>12</b>	<b>20</b>	<b>4</b>	<b>0</b>	<b>24</b>	<b>22</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>114</b>	<b>\$ 19,676.18</b>
	<b>Total Hours</b>	<b>2</b>	<b>12</b>	<b>20</b>	<b>4</b>	<b>0</b>	<b>24</b>	<b>22</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>114</b>	
Labor Hours													
Contract Rate		\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 99.24	\$ 72.76	\$ 96.32	\$ 82.04	\$ 71.55	\$ 55.04		
<b>Total Labor Costs</b>		<b>\$ 330.80</b>	<b>\$ 1,825.92</b>	<b>\$ 2,778.40</b>	<b>\$ 529.28</b>	<b>\$ -</b>	<b>\$ 1,746.24</b>	<b>\$ 2,119.04</b>	<b>\$ -</b>	<b>\$ 2,146.50</b>	<b>\$ -</b>	<b>\$ 11,476.18</b>	<b>\$ 19,676.18</b>

LINE ITEM EXPENSES

N/A

\$ -

Total Expenses

GDJ Engineering Total Cost

**\$ 19,676.18**

## **EXHIBIT 2 - PROJECT DEVELOPMENT SCHEDULE**

### **Proposed Parking Lot**

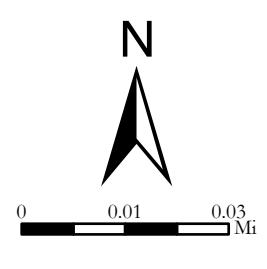


## Proposed Parking Lot Location Map

Sandra Sue Estates Amended Lot 13  
(CCMR C1-2972B 2-13-09)

Property ID: 106246

Maxar, Microsoft, Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,



**2-S      CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION  
NO. 3 WITH R.R.P. CONSUTLING ENGINEERS, L.L.C. FOR THE  
FLOR DE MAYO PROJECT.**

## WORK AUTHORIZATION NO. 3

This Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of October 31, 2024 (the “Agreement”), between the Cameron County Regional Mobility Authority (“Authority”) and R.R.P. Consulting Engineers, L.L.C. (“GEC”). This Work Authorization amends and restates Work Authorization No. 34<sup>1</sup>, which was established under the AGREEMENT FOR GENERAL CONSULTING CIVIL ENGINEERING SERVICES, dated as of May 10, 2018 (the “Prior Agreement”), between the Authority and another engineering company that divested a portion of its assets to GEC. The terms and conditions of the Agreement shall supersede and control in the event of any conflict between the Agreement and the Prior Agreement.

This Work Authorization is made for the following purpose, consistent with the Services defined in the Agreement: **Levee Relocation for Brownsville Improvements and associated Bridge Structure.**

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

A.1. GEC shall perform the following Services:

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

### **Section B. - Schedule**

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

### **Section C. – Compensation**

- C.1. In return for the performance of the foregoing obligations, the Authority shall pay to the GEC the amount not to exceed \$299,526.88, based on the attached estimate shown on Exhibit D. Compensation shall be in accordance with the Agreement.
- C.2. The Authority shall pay the GEC under the following acceptable payment method – Lump Sum Payment Method.
- C.3. Compensation for Additional Services (if any) shall be paid by the Authority to the GEC according to the terms of a future Work Authorization.

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

The Authority shall perform and/or provide the services as stated in Exhibit A in a timely manner so as not to delay the Services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incident to compliance.

### **Section E. - Other Provisions**

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

-SIGNATURES ON NEXT PAGE-

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<sup>1</sup> This includes any and all supplemental work authorizations issued under Work Authorization No. 34.

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

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

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

Frank Parker, Jr., Chairman

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

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

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

Ahmed Abd-El-Meguid, Vice President

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

**LIST OF EXHIBITS**

Exhibit A - Authority's Responsibilities

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Cost Proposal

## **EXHIBIT A**

### **Authority's Responsibilities**

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

#### *GENERAL*

The Authority will provide to the GEC the following:

- (1) Provide GEC with a Notice to Proceed.
- (2) Payment for work performed by the GEC and accepted by Authority in accordance with this Agreement.
- (3) Assistance to the GEC as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the GEC cannot easily obtain.
- (4) Provide timely review and decisions in response to the GEC's request for information and/or required submittals and deliverables, in order for the GEC to maintain an agreed-upon work schedule referred to in Exhibit C.
- (5) The Authority shall collect and provide hard copy and digital copy of previously completed work, cost estimates, design files for exhibits, record drawings, public involvement, traffic data for roadway, property ownership digital mapping, survey ground control and public utility information as required to complete the task.
- (6) Obtain City of Brownsville HEC-RAS model on adjacent project.

## EXHIBIT B

### Services to be Provided by the GEC/Engineer

#### **GENERAL DESCRIPTION**

The General Engineering Consultant (GEC) under this Work Authorization will provide engineering services associated with the Levee Relocation for Brownsville Improvements and the proposed Bridge coordination at the adjacent downstream bridge.

The GEC will perform these tasks according to Exhibit C, Work Schedule. The GEC will function as an extension of the AUTHORITY's resources by providing qualified technical and professional personnel. Services to be provided by the GEC will be performed under the direction of the Authority for each task described below.

#### **Data Collection.**

A. The model extent shall cover the project area and cover a reach sufficiently upstream and downstream from the project area. This ensures that the hydraulic results in the project area are not impacted by the boundary conditions. Existing LiDAR data shall be collected to cover this extent. The LiDAR data shall also cover sufficient width to include the width of the floodplain due to the design flow in this reach. An estimate of the extent of the floodplain due to the design flow in the project reach may be obtained from existing one-dimensional HEC-RAS models, if they are available. In areas without levees, it is recommended that additional width be included, to be conservative.

#### **LEVEE RELOCATION**

##### **Existing Condition Model.**

An existing condition 1D/2D or 2D HEC-RAS model shall be developed using the above elements.

GEC shall obtain latest model from USIBWC, assure East Loop or other Cameron County projects are contained therein so it is latest effective model.

##### **Model Calibration.**

The existing condition HEC-RAS 1D/2D or 2D model shall be calibrated to match the water surface elevations from nearby gaging stations and historical highwater marks. The model needs to simulate the design flow elevation or higher by adjusting input parameters within a reasonable range. For example, the values of historical flood elevation values from Hurricane Beulah, Hurricane Alex, and similar events in the Lower Rio Grande or floods at the modeling reach may be used for calibration. It should be recognized, however, that site conditions may have changed over time from features such as sediment and vegetation, limiting calibration efforts.

##### **Proposed Condition Model.**

A. Detailed examination of the impacts of the proposed project shall be facilitated using break lines within the 2D modeling domain. The project may be represented by a shapefile imported into HEC-RAS and break lines within the HEC-RAS break line module. Break lines force a finer computational grid within the 2D area.

- B. In the existing condition, the break lines represent the existing terrain. In the proposed condition, the break lines are converted to interior 2D connections using the existing terrain stations and elevations. The stations and elevations shall be processed to generate the stations and elevations to the height of the project works at the existing ground.
- C. For example, a proposed bollard fence shall be included in the existing condition model geometry by features such as a lateral weir using the HEC-RAS 2D Internal Hydraulic structures component. The lateral weir internal cross-section captures the terrain profile for the existing conditions, and for the proposed condition the bollard fence shall be represented by modifying the internal cross-sections. Software limitations shall be addressed as needed. The 2D Internal Hydraulic structure uses the “Normal 2D Equation” or the “Weir Equation” to compute the exchange of flows across a structure. Since each lateral weir segment can only accommodate a maximum of 500 stations, multipliers (example 8 to 10) may be used to combine the features of the proposed projects. It is preferable to represent the structures as they are and avoid using multipliers. To represent a long, linear feature such as a long length of a proposed bollard fence, multiple segments of lateral weirs may be required.
- D. Flood flows generate debris, therefore, blockage due to debris shall be evaluated. For structures such as bollard fences, blockage at or above 30% along the length of the proposed bollard fence shall be evaluated. For other structures, the percentage of debris blockage shall be discussed with the USIBWC. The GEC shall also discuss with the Authority in advance whether to model the blockage for individual element or for a group of elements together or other means.

**Hydraulic Impact Calculations - Water Surface Elevation Increases.**

- A. For 2D hydraulic models, water surface elevations (WSE) shall be compared by developing existing and proposed condition maximum WSE rasters using the HEC-RAS Mapper tools. The existing condition raster shall be subtracted from the proposed condition raster in ArcGIS tools to develop a third raster showing the difference. This new raster shows the increase in maximum WSE between the existing and proposed conditions. The raster can identify regions or clusters of changes in WSE. A map showing these WSE increases, with a legend on the magnitude of these increases, shall be prepared and included in the technical report. The map shall be of sufficient size to clearly identify the WSE differences and the legend indicating the values shall be legible. Spikes in WSE values attributable to localized numerical instability may exist in the raster files and these shall be documented and discussed with the Authority.
- B. For 1D hydraulic models, threshold limits for WSE increases are a maximum of 3 inches in urban areas and 6 inches in rural areas. WSE increase is the difference between the proposed and existing condition WSE.
- C. These thresholds are valid, however, only in reaches of the Rio Grande without flood control levees. In leveed areas, any increase in WSE represents a decrease in the levee freeboard and an increase in the flood risk to landside communities in the US and Mexico. Therefore, there shall be no increase in the WSE values in the proposed condition in leveed areas.
- D. For WSE increases, spikes in WSE increases above threshold limits may not be considered as hydraulic impacts as they may be introduced by artifacts in numerical modeling such as a localized instability in some cell locations. Also, localized areas of WSE increases that are limited in extent and do not impact features such as levees or riverbanks may not be considered adverse hydraulic impacts. Where such increases occur, they shall be discussed with the Authority.

**Hydraulic Impact Calculations - Percent Flow Deflections.**

A. There are several ways to calculate percent deflections. However, the following procedures shall be used.

- (1) For 1D models, the hydraulic impacts due to increases in percent deflection of flows are calculated as follows. Looking downstream, the flow in the US portion is the flow in the left half of the main channel and the left floodplain. The flow in the Mexican portion is the flow in the right half of the main channel and the right floodplain.
- (2) These flows can be obtained for each cross section from the 1D HEC-RAS model output using the HEC-RAS variables 'Q Left,' 'Q Channel,' and 'Q Right' which represent the left overbank, main channel, and right overbank flows, respectively. For example, the proposed condition flow on the Mexican side, QMXproposed, is calculated as half the proposed condition flow in the main channel (because the centerline of the main channel is the boundary between US and Mexico) plus the total proposed condition flow in the right overbank (Mexico). This calculation is repeated for the existing condition flow in Mexico, QMXexisting. Similarly, the proposed condition US flow, QUSproposed, and existing condition US flow, QUSexisting, are calculated. To calculate the deflection of flows towards Mexico, QMXexisting is subtracted from the QMXproposed, and the difference is divided by QMXexisting. This is then expressed as a percentage. This process is repeated to calculate the percent deflection of flows towards the US.
- (3) The flows in the 1D/2D model can be analyzed for deflection impacts in an equivalent manner using profile lines, or profile cross-sections, within HEC-RAS Mapper. The various flows are represented by the 2D mesh in the US (left overbank), the 1D channel component (the channel), and the 2D mesh in Mexico (right overbank). The profile cross-sections are drawn left to right across the 2D mesh as extensions of the 1D channel component cross-sections at intervals of 1,000 feet. The percent deflections of flow are calculated similar to the 1D models, using the maximum peak discharge, an optional output variable in HEC-RAS Mapper for the profile lines. For full 2D hydraulic models, the percent deflections are calculated similarly. Because of the flow direction variations throughout the reach, these profile lines are drawn perpendicular to the general flow direction in the floodplain at the prescribed locations. A figure of the cross-section locations for impact calculations shall be submitted in advance for review. The Authority may require impact calculations at additional cross sections at locations of interest.
- (4) At each cross section, the percent deflection of flow to either the US or to Mexico shall not exceed +5%. The results shall be presented in a spreadsheet showing the calculations explained above.

#### **Hydraulic Modeling Report.**

- A. The hydraulic modeling and results shall be documented in detail in a technical report.
- B. The report is intended to be a stand-alone technical document that can be referred to in future, for example, in case modifications to the Proponent's project are required based on observed adverse hydraulic impacts to flood events.
- C. The report shall contain the following information:
  - (1) Contact Information. Include either a cover letter or section in the report that contains contact information (name, phone number, and/or email).
  - (2) Purpose of Study.
  - (3) Study Area.
  - (4) Modeling Methodology and Model Development.
  - (5) Results and Discussion. The results shall discuss the hydraulic impacts resulting from the proposed project.
  - (6) Conclusions.
  - (7) List of References.

**D. Appendices Containing the Following:**

- (1) Figures.
  - (a) Relevant figures such as vicinity map, floodplain maps, and WSE difference rasters.
  - (b) Figures should be in color, legible, and convey technical information with prominent features labeled. Include multiple figures to convey information clearly if needed.
  - (c) Include relevant engineering drawings describing the proposed project.
- (2) Model Outputs.
  - (a) WSE difference calculation tables.
  - (b) Deflection calculation tables.
  - (c) Hydraulic model outputs.
  - (d) HEC-RAS Standard Table 1, profile plots, cross-section plots, and HEC-RAS generated report.
- (3) Reference Material. Include relevant documents such as portions from criteria manuals, FEMA FIRM, FEMA FIS table for discharges, geotechnical reports, and earlier hydraulic and hydrologic reports.

E. Electronic Files. Provide readme file describing all files provided, hydraulic models, spreadsheet calculations, GIS and CADD files, digital model files, impact calculations, reference studies, etc.

F. Final 100% Document. The final Hydraulic Modeling Report shall be signed and stamped by a professional engineer licensed to practice in the state where the work will be performed.

E. Coordination with USIBWC for License Agreement

**HYDROLOGIC AND HYDRAULIC STUDIES - BRIDGE**

For the Recommended Preferred Alternative, the GEC will perform schematic level drainage evaluation and design for the schematic plan. The GEC will coordinate with the AUTHORITY, USIBWC, and TxDOT as needed to provide continuity and consistency of proposed drainage features and systems. The GEC will follow design methodologies and criteria contained in the TxDOT Hydraulic Design Manual to identify potential culvert crossing locations, outfalls, and conceptual detention/retention locations.

Drainage analysis and maps will be prepared by the GEC with consideration of existing conditions and proposed improvements when a final configuration has been determined. Hydrologic discharge data will be established as needed for design. These services may require the use of hydrologic or hydraulics computer programs, such as: HY-8, HEC-RAS, HEC-1, HEC-HMS, GEOPAK Drainage, FHWA Hydraulic Engineering Circulars, other TxDOT hydraulic publications and any other pertinent software as approved by the Authority.

Tasks to be performed by the GEC to accomplish hydrology and hydraulic studies and drainage design include the following:

- A. Field Investigations and Data Gathering.
  - 1. Conduct site visit to project to inspect watersheds and conditions of existing facilities.
  - 2. Coordinate with the project geotechnical GEC regarding information on groundwater levels and soil conditions at locations throughout the site.
  - 3. Obtain relevant existing hydrologic and hydraulic models.
  - 4. Obtain and evaluate available studies and reports relevant to hydrologic and hydraulic design.
  - 5. Investigate applicable design criteria, regulations, and guidance.
  - 6. Compile and review available pertinent environmental data associated with drainage, hydrologic and hydraulics.
- B. Hydrologic and Hydraulic Studies.

1. Design Criteria – The GEC will utilize the design criteria as provided in the TxDOT Hydraulic Design Manual to size drainage structures within each roadway section. The design will conform to all other applicable regulations, e.g. FEMA, TCEQ, USIBWC.
2. Perform hydraulic analysis and design of roadway cross drainage structures and roadway ditch capacity analysis, as required to develop anticipated project ROW requirements to accommodate drainage features. The design frequency will be based on roadway classification and conveyance capacity will be adequate to accommodate the appropriate design storm and to perform within an acceptable range for the check flood.
3. Preliminary Design of ponds and other structures as needed for flood control. Only preliminary sizing of and the general location of flood mitigation and major conveyance structures will be provided as well as any additional ROW needed to accommodate these drainage facilities. Final design of hydraulic structure shall be performed in PS&E not included in this proposal.
4. Included in this proposal is an initial coordination meeting (1) with USIBWC to present proposed project and schematic design. Included in this proposal is coordination meetings (3) with USIBWC to present proposed project and schematic design. This proposal includes USIBWC permitting for the crossing.

C. Design Documentation

1. Prepare a report which provides sufficient documentation to support the proposed design configuration, and summarizes the key assumptions and methodology used. The report will be signed and sealed by a (PE) employed by the GEC and include such key information as:
  - Project Background (location, existing conditions, significant design considerations)
  - Design Criteria (design frequency, check flood, applicable regulations)
  - Hydrologic Study (assumptions, methodology, drainage area information, summary of results)
  - Hydraulic Study (assumptions, methodology, summary of results)
  - Attachments (electronic data/models, detailed input/output files)
2. Prepare a preliminary engineer's construction cost estimate for drainage structures and conveyance systems.

D. Agency Coordination.

1. Federal Emergency Management Agency (FEMA) coordination – The GEC will identify and document issues that will require coordination with FEMA, and Cameron County, location of existing and proposed floodplain encroachments, impacts of improvements on floodplains and need for future map revisions (Conditional Letter of Map Revision/Letter of Map Revision (CLOMRs/LOMRs)). The GEC will develop technical data and provide it to FEMA and Cameron County via the AUTHORITY in support of this discussion, as necessary.
2. Drainage and Water District coordination – The GEC will coordinate with Cameron County and appropriate irrigation/drainage districts for issues including outfall of storm water runoff into the neighboring drainage channels, as necessary
3. It is assumed that no more than 2 total meetings with Authorities Having Jurisdiction will be required (FEMA FPA, Drainage District, Irrigation and Water Control Districts, etc.)

**STAKEHOLDER COORDINATION SERVICES**

GEC will provide targeted coordination and advisory support including:

- Facilitating communication with local, state, and federal stakeholders regarding levee relocation and redevelopment activities.

- Supporting the Authority and the City of Brownsville in addressing community, infrastructure, and redevelopment concerns.
- Participating in in-person and virtual stakeholder meetings as needed.
- Preparing concise updates and coordination notes summarizing activities and outcomes.
- Advising on public/private interface opportunities connected to the redevelopment effort.

## PROJECT ADMINISTRATION AND COORDINATION

### General Administration

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

- A. Subcontracting – Prepare, coordinate, execute and administer work authorizations with sub-consultants.
- B. Progress Reports and Invoices – Prepare monthly invoices and progress reports for the work tasks, together with evidence of work accomplished during the time period since the previous report. The monthly progress reports will include: Activities completed, initiated or ongoing during the reporting period; Activities planned for the coming period; Problems encountered and actions to remedy them; Overall status, including a tabulation of percentage complete by task; Updated project schedule; Minutes of study meetings and copies of monthly correspondence.
- C. Record Keeping and File Management – Maintain all records and files related to the project throughout the duration of the services.
- D. Correspondence - Prepare written materials, letters, survey forms etc. used to solicit information or collect data for the project and submit them to the Authority for review and approval prior to its use or distribution. Copies of outgoing correspondence and incoming correspondence will be provided to the Authority on a continuing, at least monthly, basis.
- E. Schedule - Prepare a detailed graphic schedule linking Work Authorization tasks, subtasks, critical dates, milestones, deliverables, and Authority review requirements. The project schedule will be in a format which depicts the order and inter-dependence of the various tasks, subtasks, milestones, and deliverables for each of the tasks identified therein. Progress will be reviewed periodically for conformance to Exhibit B, Work Schedule; and should these reviews indicate a substantial change in progress, the schedule will then be revised accordingly.

## **EXHIBIT C**

### **Work Schedule**

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

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

#### **Notice To Proceed (NTP) – Upon Execution**

##### **H&H Study Levee Relocation**

Draft submittal to USIBWC	90 days from NTP
Comments from USIBWC	100 days from NTP
Final submittal to US IBWC	30 days from draft Submittal
License Agreement	10 days from USIBWC comments
	30 days from Final Submittal

##### **H&H Study Bridge**

Draft submittal to USIBWC	90 days from Bridge Type Selected
Comments from USIBWC	15 days after H&H Study – Bridge
Final submittal to US IBWC	30 days from draft Submittal
License Agreement	10 days from USIBWC comments
	30 days from Final Submittal

**Work Order Complete – 12 Months from NTP**

PROJECT: Levee Relocation for Brownsville Improvements  
CLIENT: CCRIMA  
CONTRACT: GEC  
CSJ:  
COUNTY: Cameron  
RP JOB NO.: TX2434 WA3

**EXHIBIT D -- FEE ESTIMATE**



EXHIBIT D  
Cost Proposal

08/19/2025

**To:**  
RRP Consulting Engineers

**From:**  
Rigoberto Villarreal  
President  
Ares Services Incorporated  
1405 Pamela Drive, Mission, TX 78572

---

**Proposal for Stakeholder Coordination Services**

**Project:** Levee Relocation & Redevelopment of City of Brownsville Property (B&M Bridge to Gateway Bridge)

**1. PURPOSE**

This proposal outlines the services Ares Services Incorporated will provide to support RRP Consulting Engineers in coordinating with local stakeholders on the levee relocation and redevelopment of City of Brownsville property situated between the B&M International Bridge and the Gateway International Bridge.

**TERM & COMPENSATION**

- **Term:** Six (6) months.
- **Compensation:** \$3,000 per month.
- **Total Contract Value:** \$18,000.
- **Invoices will be submitted monthly, payable within thirty (30) days of receipt.**

Rigoberto Villarreal  
President  
Ares Services Incorporated  
 [rigo@theolympusgrp.com](mailto:rigo@theolympusgrp.com)  
 (956) 207-8699

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

Page 267

**SUB PROVIDER NAME: KCI**

TASK DESCRIPTION	SENIOR TECHNICAL ADVISOR	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER IN TRAINING II	SENIOR CADD OPERATOR	TOTAL LABOR HOURS
<b>PRELIMINARY ENGINEERING</b>						
<b>110.06 H&amp;H STUDIES</b>						
1. Field Investigations and Data Gathering	0	24	24	24	12	84
2. H&H Studies	12	40	80	80	32	244
3. Design Documentation	12	40	80	60	24	216
4. Agency Coordination	16	40	40	40	0	136
<b>HOURS SUB-TOTALS</b>	<b>40</b>	<b>144</b>	<b>224</b>	<b>204</b>	<b>68</b>	<b>680</b>
<b>RATE PER HOUR</b>	<b>\$307.20</b>	<b>\$236.98</b>	<b>\$175.54</b>	<b>\$111.18</b>	<b>\$131.66</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$12,288.00</b>	<b>\$34,125.12</b>	<b>\$39,320.96</b>	<b>\$22,680.72</b>	<b>\$8,952.88</b>	<b>\$117,367.68</b>
<b>% DISTRIBUTION OF STAFFING</b>	<b>5.9%</b>	<b>21.2%</b>	<b>32.9%</b>	<b>30.0%</b>	<b>10.0%</b>	
<b>SUBTOTAL (FC 110)</b>						<b>\$117,367.68</b>

**OTHER DIRECT EXPENSES - FC 120**

	UNIT	UNIT/COST	QUANTITY	SUB TOTAL
Mileage	mile			
Lodging/Hotel - Taxes and Fees	day/person	\$45.00	8	\$360.00
Lodging/Hotel (Taxes/fees not included)	day/person	\$110.00	8	\$880.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	\$68.00	8	\$544.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	\$530.00	4	\$2,120.00
<b>TOTAL ODE</b>				<b>\$3,904.00</b>

<b>KCI TOTAL</b>	<b>\$121,271.68</b>
------------------	---------------------

**2-T    CONSIDERATION AND APPROAL OF THE FISCAL YEAR 2026  
HOLIDAY SCEDULE.**

## FY 2026 Holiday Schedule

Holiday	Day's Observed
Veteran's Day	Tuesday, November 11, 2025
Thanksgiving	Thursday & Friday, November 27 & 28, 2025
Christmas	Wednesday & Thursday, December 24 & 25, 2025
New Year's Day	Thursday, January 1, 2026
Dr. Martin Luther King, Jr. Day	Monday, January 19, 2026
President's Day	Monday, February 16, 2026
Cesar Chavez Day	Tuesday, March 31, 2026
Good Friday	Friday, April 3, 2026
Memorial Day	Monday, May 25, 2026
Independence Day	Friday, July 3, 2026
Labor Day	Monday, September 7, 2026

**2-U    CONSIDERATION, APPROVAL AND AUTHORIZATION FOR CCRMA STAFF TO SUBMIT THE SECTION 129 REPORT.**



**IMPROVING MORE THAN JUST ROADS**

Page 27

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

**To: Board of Directors**

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

**Date: August 28, 2025**

**Subj: Item 2U- Consideration, Approval, and Authorization for  
CCRMA Staff to Submit the Section 129 Report.**

---

CCRMA staff has received the FY 25 maintenance assessment report from our engineer for the SH 550 Toll Road. To comply with TxDOT Section 129, CCRMA staff is requesting approval and authorization to submit all reports and required documentation to TxDOT.

**2-V    CONSIDERATION AND ACKNOWLEDGMENT THAT ALL CAMERON COUNTY REGIONAL MOBILITY AUTHORITY EMPLOYEES HAVE TAKEN THE CYBER SECURITY TRAINING AS REQUIRED BY HB 3834.**



# CONGRATULATIONS!

A Flores

Cameron County

**You have successfully completed**

New Employee- DIR August 15, 2025 at 8:00:23 PM UTC



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# CONGRATULATIONS!

A R Garcia

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# CONGRATULATIONS!

A Trevino

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# CONGRATULATIONS!

B Sitton

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# CONGRATULATIONS!

C Hernandez

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# CONGRATULATIONS!

E Davila

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# CONGRATULATIONS!

E Fuentes

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# CONGRATULATIONS!

F S Miguel

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# CONGRATULATIONS!

J Huerta

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# CONGRATULATIONS!

J Rodriguez

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# CONGRATULATIONS!

J Garcia

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# CONGRATULATIONS!

L Rosales

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L Garcia

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# CONGRATULATIONS!

L Mayorga

Cameron County

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# CONGRATULATIONS!

M Iglesias

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# CONGRATULATIONS!

M Chapa

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# CONGRATULATIONS!

M Ibarra

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M Cruz

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P Garcia

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# CONGRATULATIONS!

P Sepulveda

Cameron County

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R Slaid

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# CONGRATULATIONS!

V Barron

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**2-W CONSIDERATION AND ACKNOWLEDGEMENT OF SUBSTANTIAL  
COMPLETION OF THE CCRMA TOLLS OPERATIONS BUILDING  
DOOR IMPROVEMENTS.**



**IMPROVING MORE THAN JUST ROADS**

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

**To: Board of Directors**

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

**Date: August 28, 2025**

**Subj: Item 2W- Consideration and Acknowledgement of Substantial Completion of the CCRMA Tolls Operations Building Door Improvements.**

---

In connection with the Tolls Operation Building Door Improvements, the job order contract through SpawGlass is substantially complete as of August 26, 2025.

With this acknowledgement, the project is sufficiently complete for the doors to be used for their intended purpose which is to provide additional building security and badge access for employees.

The project consisted of door replacement in the lobby area and three (3) exterior locations. A punch list will be scheduled with SpawGlass to address door trims and touch ups for final acceptance prior to payment.

**2-X DISCUSSION AND POSSIBLE ACTION REGARDING THE STATUS OF  
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
PROJECTS.**

**Cameron County Regional Mobility Authority** Page  
**Project Status Monthly Report**  
**August 28, 2025**



# Delivering “More than Roads” in Cameron County and the Rio Grande Valley



## 6 AIRPORTS (PLUS REYNOSA AND MATAMOROS AIRPORTS)

1. Valley International Airport (Harlingen, TX)
2. Brownsville-South Padre Island Airport (Brownsville, TX)
3. McAllen-Miller International Airport (McAllen, TX)
4. Port Isabel-Cameron County Airport (Los Fresnos, TX)
5. South Texas International Airport (Edinburg, TX)
6. Mid Valley Airport (Weslaco, TX)
7. General Lucio Blanco International Airport (Reynosa, Tamaulipas)
8. Matamoros International Airport (Matamoros, Tamaulipas)

## PIPELINES TRANSPORTATION

1. Brownsville to Matamoros
2. Matamoros to Brownsville



## PIPELINES TRANSPORTATION

## 6 MODES OF TRANSPORTATION



## ROADWAY TRANSPORTATION

## 4 INTERSTATES

1. Interstate 2
2. Interstate 69E
3. Interstate 69C
4. Interstate 169



## RAILWAYS TRANSPORTATION



## AIRPORTS



## SEAPORTS

## 14 INTERNATIONAL BRIDGES (INCLUDES CAMERON, HIDALGO, AND STARR COUNTIES)

1. Veterans International Bridge at Los Tomates (Brownsville, TX – Matamoros, Tamaulipas)
2. Gateway International Bridge (Brownsville, TX – Matamoros, Tamaulipas)
3. B&M Bridge (Brownsville, TX – Matamoros, Tamaulipas)
4. West Rail International Bridge (Brownsville, TX – Matamoros, Tamaulipas)
5. Free Trade Bridge (Los Indios, TX – Lucio Blanco, Tamaulipas)
6. Weslaco – Progreso International Bridge (Progreso, TX – Nuevo Progreso, Tamaulipas)
7. Donna International Bridge (Donna, TX – Rio Bravo, Tamaulipas)
8. Pharr-Reynosa International Bridge (Pharr, TX – Reynosa, Tamaulipas)

Page 2

9. McAllen – Hidalgo International Bridge (Hidalgo, TX – Reynosa, Tamaulipas)
10. Anzalduas International Bridge (Mission, TX – Reynosa, Tamaulipas)
11. Los Ebanos Ferry (Los Ebanos, TX – Gustavo Diaz Ordaz, Tamaulipas)
12. Rio Grande City-Camargo Bridge (Rio Grande City, TX – Camargo, Tamaulipas)
13. Roma-Ciudad Miguel Aleman Bridge (Roma, TX – Ciudad Miguel Aleman, Tamaulipas)
14. Lake Falcon Dam Crossing (Falcon Heights, TX – Ciudad Guerrero, Tamaulipas)

## 6 MODES OF TRANSPORTATION



## SPACE TRAVEL



## SEAPORTS

## 3 SEAPORTS

1. Port of Brownsville (Brownsville, TX)
2. Port of Harlingen (Harlingen)
3. Port of Port Isabel (Port Isabel, TX)

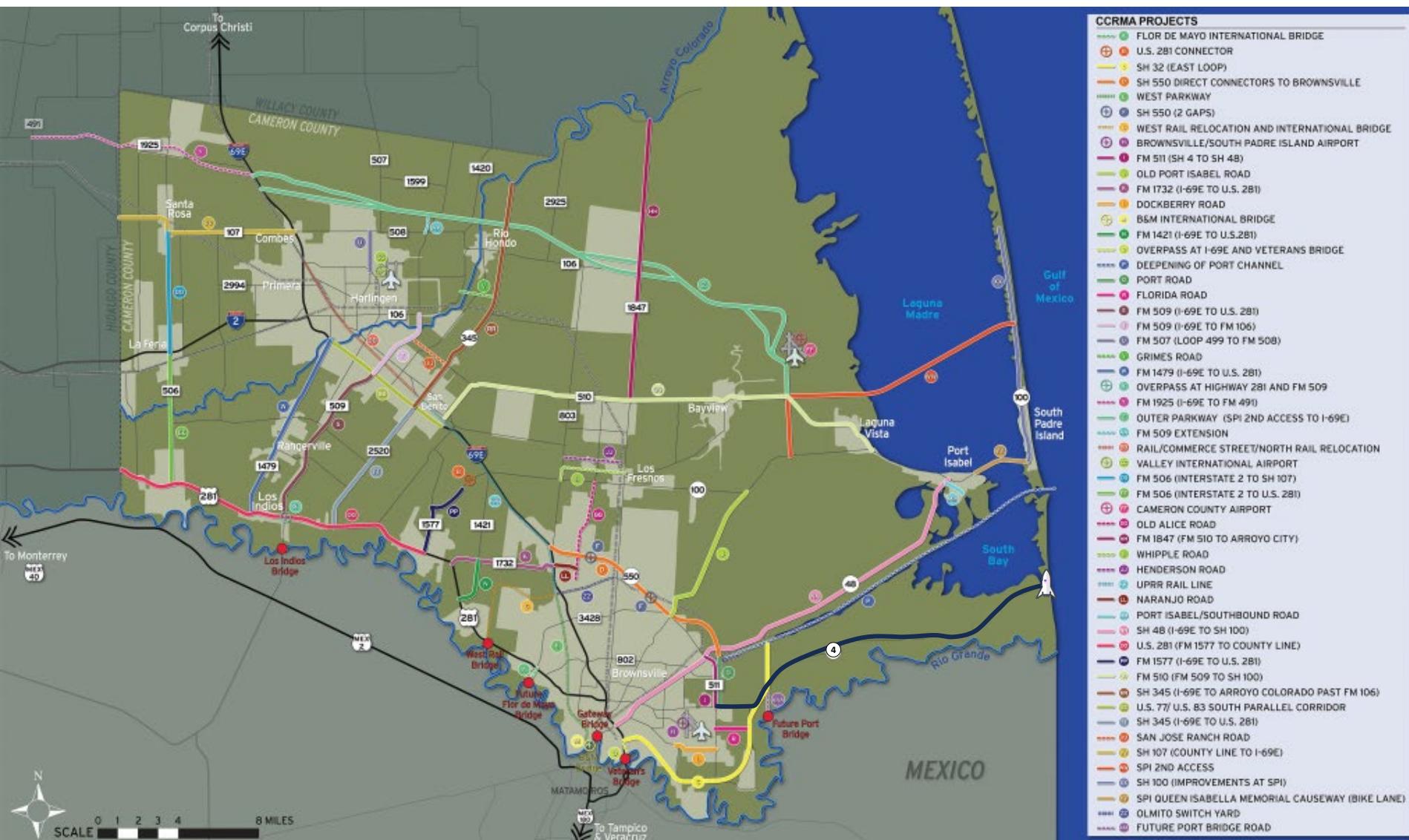
## SPACE PORT

- Space X

## RAILWAYS TRANSPORTATION

1. West Rail

# Cameron County System of Projects



# Old Alice Rd

## CSJ: 0921-06-290 & 0921-06-378

Page

The proposed improvements are to reconstruct and widen the existing roadway to provide for a paved four lane urban roadway with shoulders and sidewalks within the existing right-of-way. The right of way is in place, design is completed, and the project will be environmentally cleared by July 2025.



# Old Alice Rd

Page 5

## CSJ: 0921-06-290 & 0921-06-378

### Environmental

99% Complete

### Preliminary Engineering



### ROW & Utilities



### Design



### Funding



### Recent Activity:

Included in Border Master Plan- Medium Impact Project  
100% PS&E complete, revised to joint bid a waterline relocation

Virtual Public Meeting Held August 11, 2020  
Funding: \$35.4 Million Available in CAT 7 and Cat 9 Funds

Construction Cost Estimate: \$38,104,676

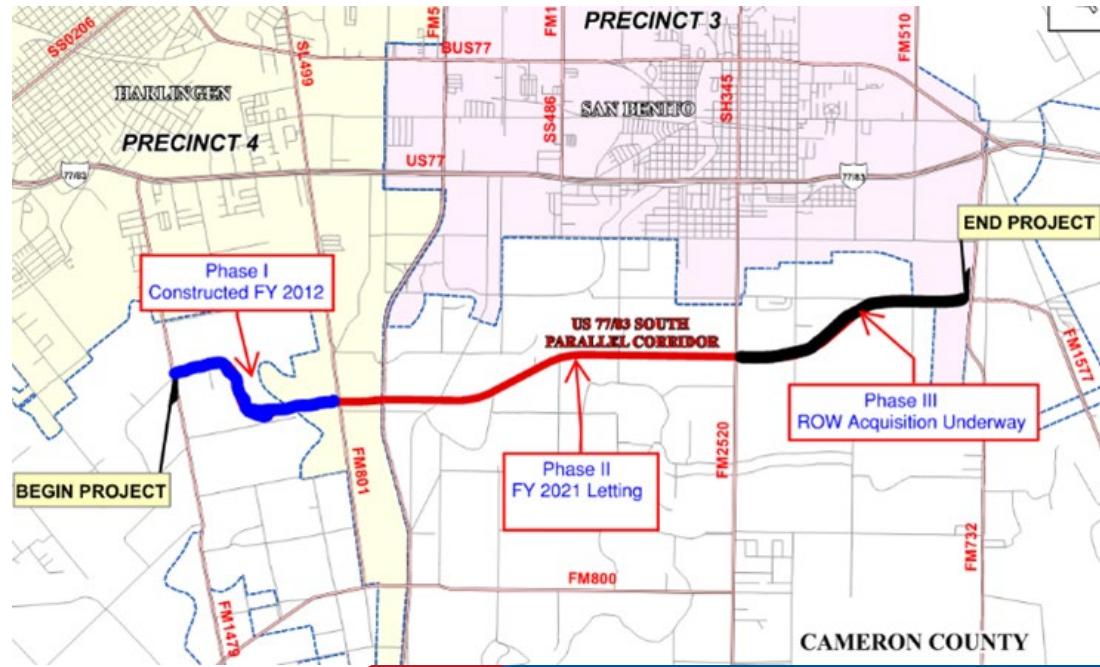
Projected Letting FY26 Roadway & Sidewalks (before 05/2026 deadline)  
Waters Report under review, pending CE clearance early fall 2025



# S. Parallel Corridor Phase III

## CSJ: 0921-06-257

Project limits are from FM 2520 (Sam Houston Blvd) to FM 1577. Partially on new location with intermittent existing 40-80 ft ROW. Construction of a 2-lane rural roadway. Phase III will complete the South Parallel Corridor project. TxDOT recently increased Rider 11B funds by \$2 Million.



# **S. Parallel Corridor Phase III**

## **CSJ: 0921-06-257**

## Environmental



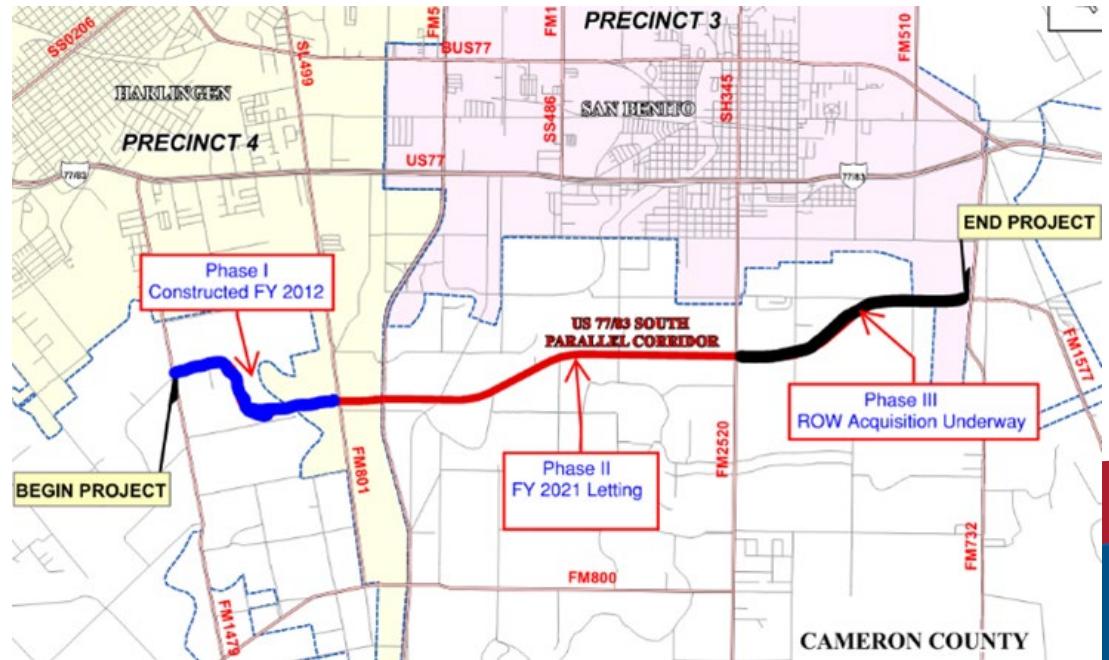
# Preliminary Engineering



## ROW & Utilities 100%

## Design 100%

## Funding



## Recent Activity:

Included in Border Master Plan- Medium Impact Project  
ROW Acquisition Underway using Local Funds (complete)  
Utility Coordination Underway using Local Funds (1 remains)  
Funding: \$6.765 Million Available in CAT 7 Funds – \$5M in Rider 11B

Construction Cost Estimate: \$10,938,365  
Projected Letting FY26 (before 05/2026 deadline)  
60% PS&E submitted to TxDOT on 09/2024  
95% PS&E submitted to TxDOT 12/2024  
100% PS&E submitted to TxDOT 06/2025  
Utility relocations slated to complete end of 11/2025.



# SH 550 GAP 2 PROJECT

## CSJ: 0684-01-068

**Environmental**



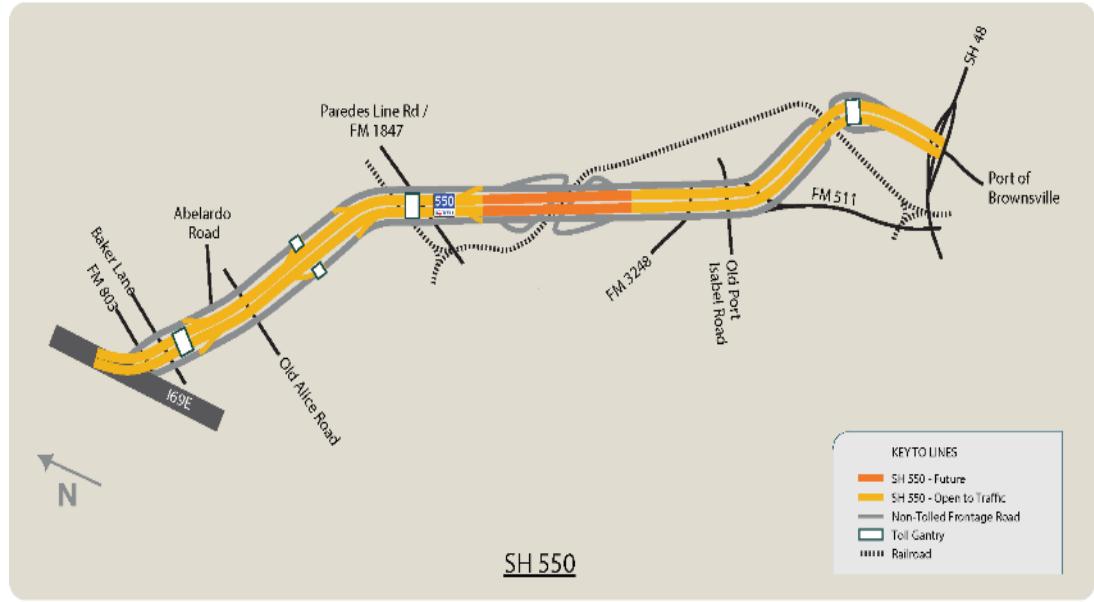
**Preliminary Engineering**



**ROW & Utilities**



**Design** 95% PS&E Completed



**Funding**



**Shovel Ready**



### Recent Activity:

Included in Border Master Plan- High Impact Project  
 ROW in Place / Utilities Adjusted  
 Environmental Re Evaluation Underway  
 PS&E-95% complete

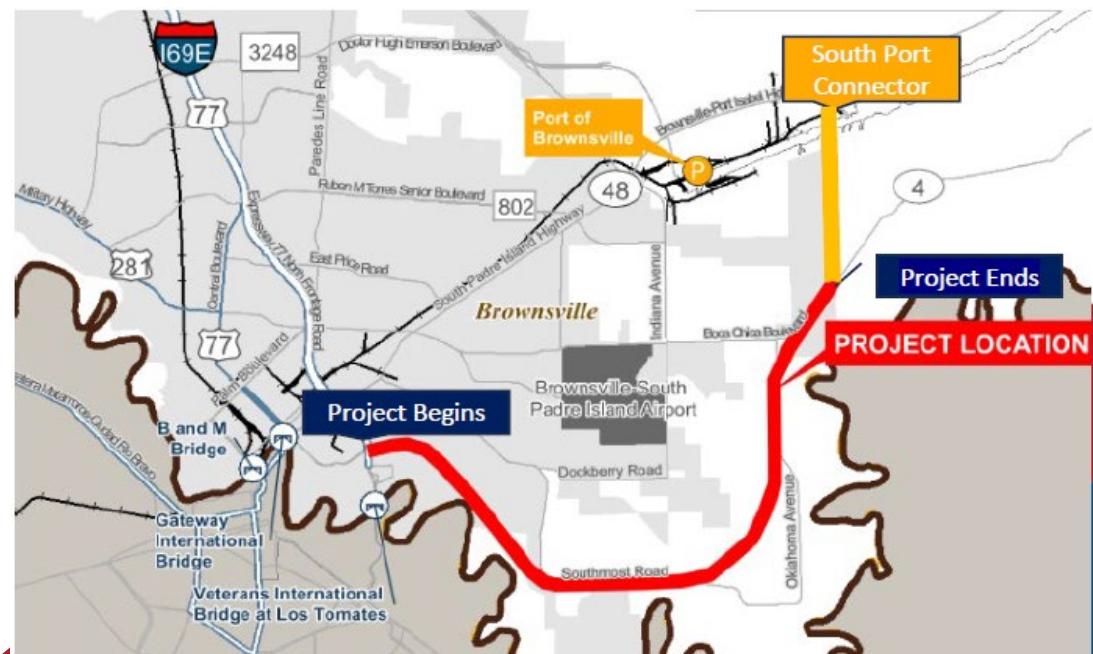
Funding: \$27.4 Million in CAT 7 + \$1 Million in Cat 10  
 $= \$28.4$  Million Available for Construction  
 Construction Cost Estimate : \$34,532,389  
 UPRR ROW Agreement Approved  
 Projected Letting FY27 pending Wetland Mitigation

# EAST LOOP- INTERNATIONAL TRADE CORRIDOR

Page 9

## CSJ: 0921-06-315

The East Loop Project, which serves the international bridge system in Brownsville as well as the Port of Brownsville, which exports, and imports over 6.3 million metric tons of steel, petroleum, machinery ores and other international trade exports to our Mexico partners. The project, is an international bridge trade corridor which has been on the county's priority list for decades. The project will get overweight commercial trucks out of the densely populated portion of Brownsville from the Veterans bridge to the Port of Brownsville. The East Loop Project will create the East Loop Overweight Corridor for trucks traveling from Mexico and the Veterans International Bridge at Los Tomates to the Port of Brownsville and will reduce congestion on I-69E and State Highway 48.



# **EAST LOOP- INTERNATIONAL TRADE CORRIDOR**

**CSJ: 0921-06-315**

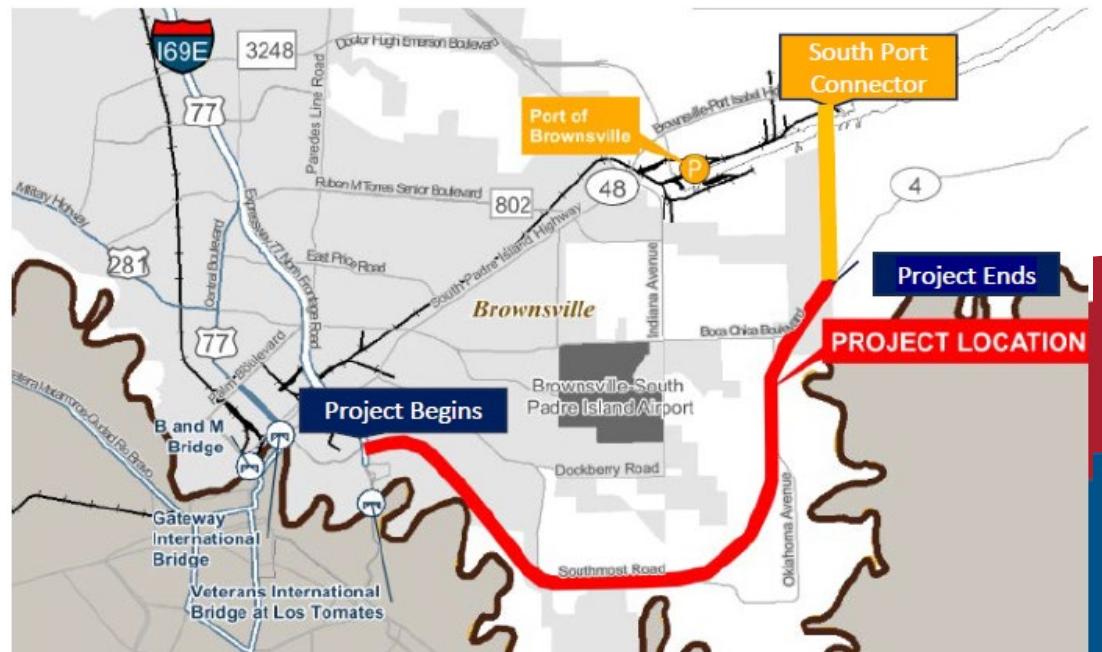
## Environmental 93%

Preliminary Engineering 

## ROW & Utilities In Process

**Design** 95%

## Funding



## Recent Activity:

Included in Border Master Plan- High Impact Project  
USFWS Land Swap Coordination proceeding, CCRMA allowed to move forward with the Biological Assessment based on proposed ROW for swap.

Environmental Documents are 92% complete  
95% PS&E to be submitted to TxDOT 06/2025

Funding: \$27 Million available

Construction Cost Estimate: \$148,264,487

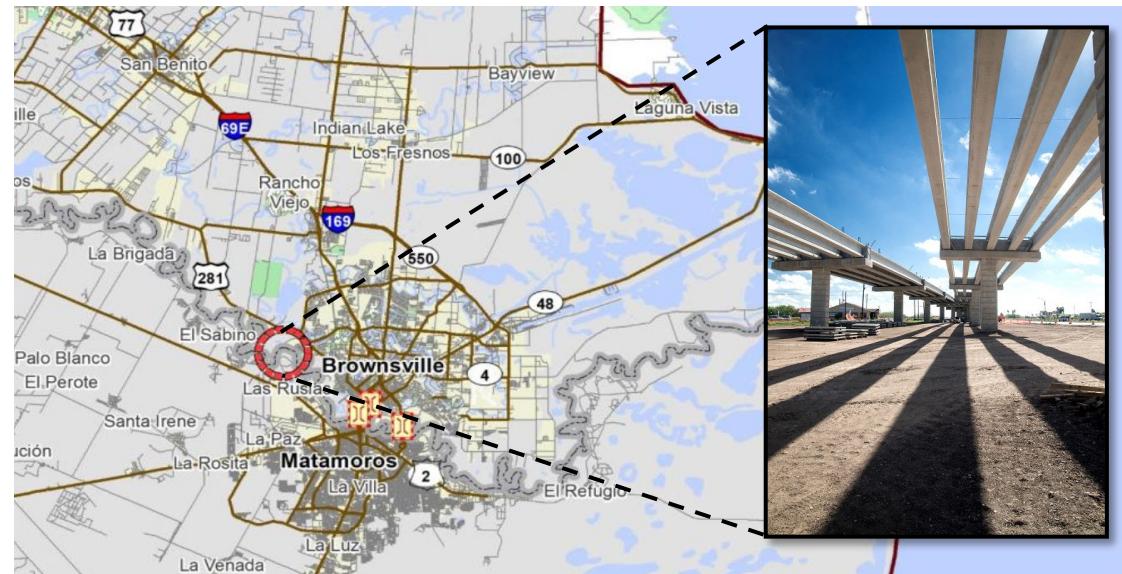
Functionally Classified 04/2025

CCRMA Procuring ROW Acquisition Services Fall 2025



# Flor de Mayo International Bridge

The proposed project in west Brownville will be a passenger vehicle only (POE) and pedestrian bridge located 8 River Miles upstream from the existing privately owned Brownsville and Matamoros International Bridge and 35.6 river miles downstream from the County owned Free Trade Bridge at Los Indios. The proposed border station will be located within the 173 acres of land presently owned by Cameron County. The County plans to coordinate the construction of the international bridge and facilities through the Cameron County Regional Mobility Authority.



# Flor de Mayo International Bridge

**Environmental**

Underway

**Preliminary  
Engineering**

Underway

**ROW & Utilities**

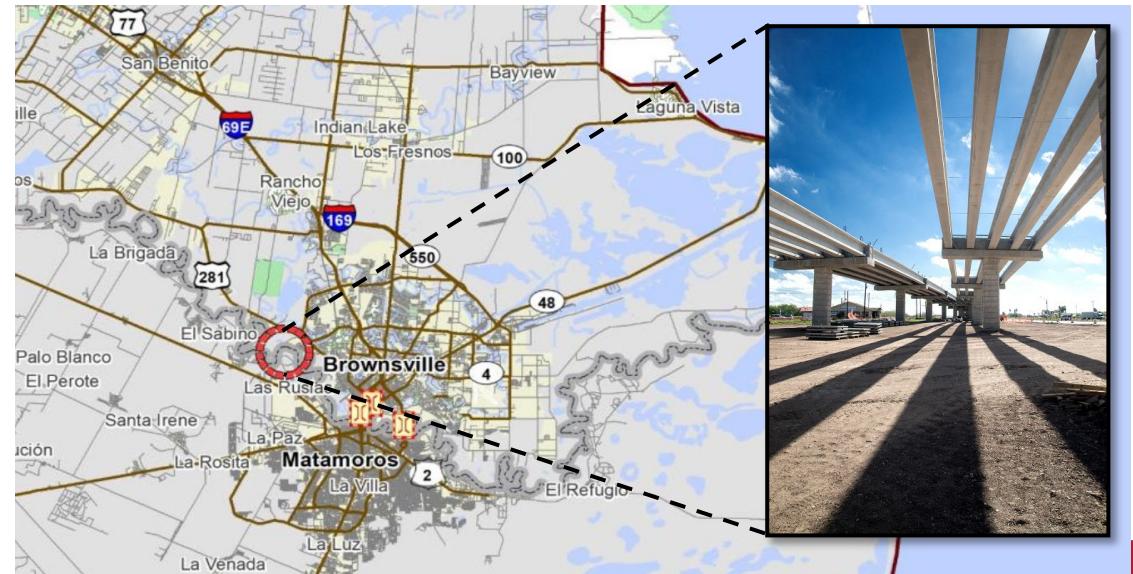


**Design**

Pending

**Funding**

Underway



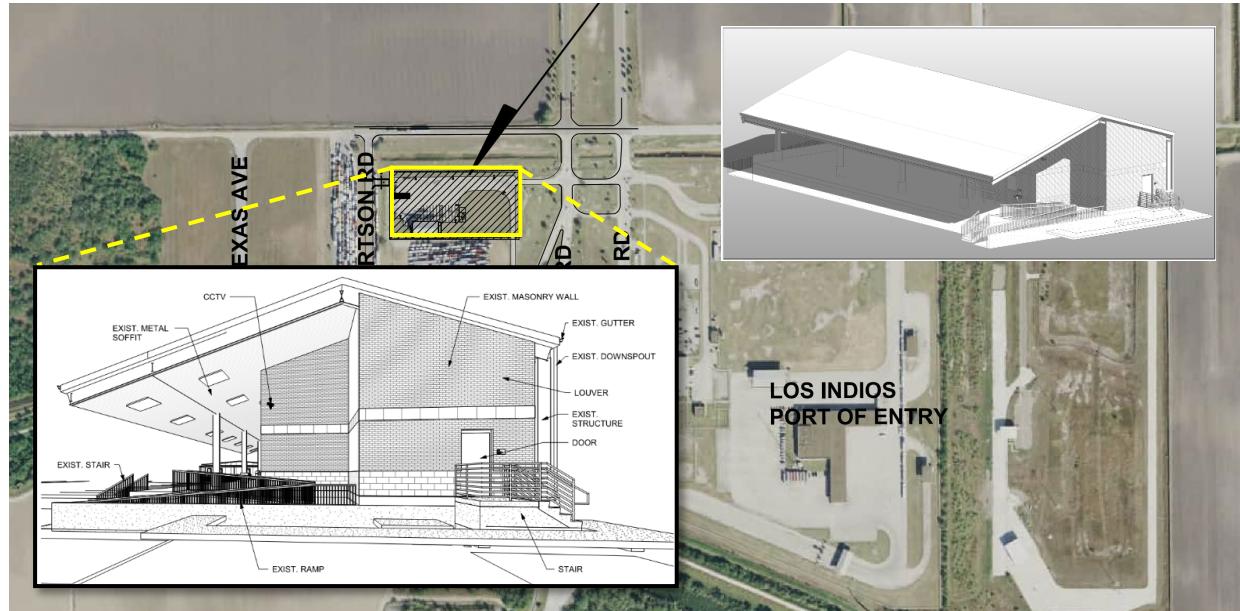
## Recent Activity:

Included in Border Master Plan- High Impact Project  
Feasibility study Complete

Submitted Presidential Permit App. to US State Department (DOS)  
President Biden approved the Presidential Permit on May 31, 2024  
Preliminary Engineering and Environmental Activities underway  
Coordination outreach with CBP, USIBWC, and GSA initiated  
to determine reviewing agency.  
Project to be submitted for listing in the RGVMP MTP (10 year plan)  
to federalize project and expedite ENV review Fall 2025.

# Free Trade International Bridge

The proposed project includes two additional phases for the Los Indios – Land Port of Entry – Export Site Renovation. Phase 1 requires the relocation of existing staff from the existing Import Building to a temporary modular trailer. Phase 2 of the project involves selective demolition and new construction of office workspace for both CBP and Mexican Customs.



## Previous Activity:

CBP/GSA Final DAA Complete  
Design is 100% Complete

Utilizing Local funds: Funding: \$1.2 Million Available  
Donation Acceptance Agreement (DAP) completed  
Letting took place September 26, 2024:  
Ziwa Corporation awarded contract on October 31, 2024  
Construction in progress since 01/2025.

# Free Trade International Bridge

The proposed project includes two additional phases for the Los Indios – Land Port of Entry –Export Site Renovation. Phase 1 requires the relocation of existing staff from the existing Import Building to a temporary modular trailer. Phase 2 of the project involves selective demolition and new construction of office workspace for both CBP and Mexican Customs.

## Environmental



## Preliminary Engineering



## ROW & Utilities



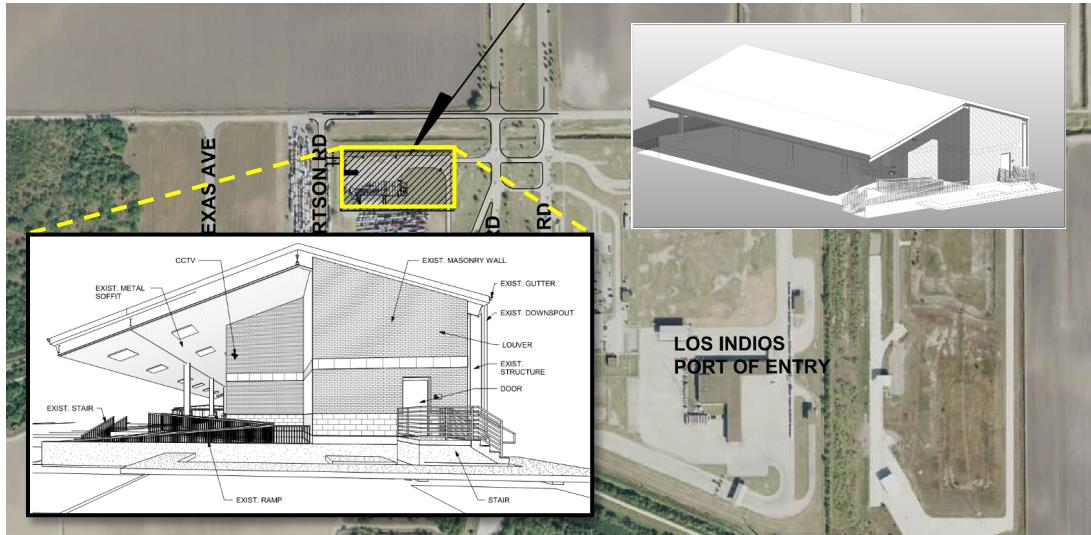
## Design



## Funding



Under Construction



## Recent Activity (thru 7/31/2025):

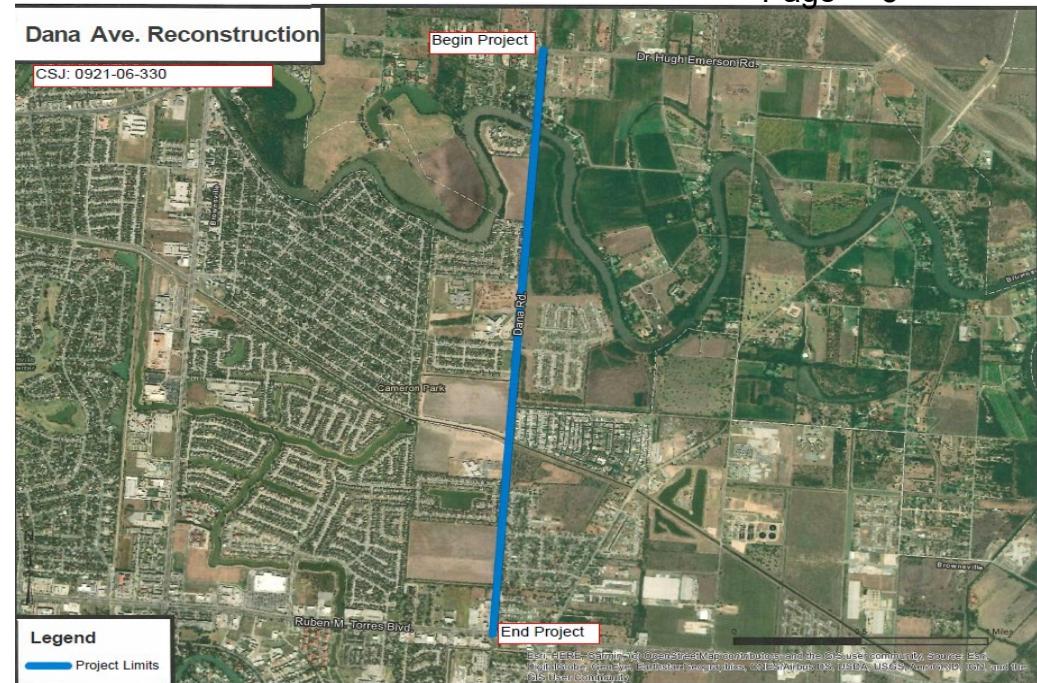
Contract Amount: \$1,182,598.22  
 Change Order(s) Amount: CO#1 approved 5/29/25  
 Adjusted Contract Amount (thru CO #1): \$1,187,626.55  
 Contract Time (thru CO #1): 155 Days  
 Amount Invoiced (thru CO #1): \$893,854.77  
 Percent Amount Invoiced (thru CO #1): 75.3%  
 Time Used (thru CO #1): 142 Days  
 Percent Time Used (thru CO #1): 92%  
 Substantial Completion Date: 9/24/25 if CO #2 is approved (+\$5,924.06 +35 working days) for CBPO/GSA added scope and time for procurement challenges



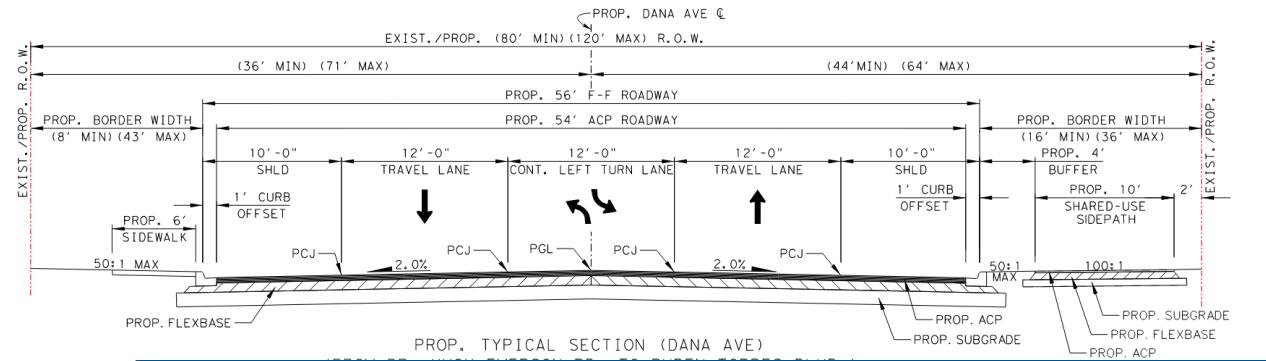
# Dana Avenue

## CSJ: 0921-06-330

This project consists of expanding a two-lane road to a two-lane road with a continuous left turn lane and full shoulders. The project will require some additional right-of-way. The project will connect FM 802 and FM 3248.



## PROPOSED TYPICAL SECTION (DANA AVE)



# Dana Avenue

## CSJ: 0921-06-330

Page 6

### Environmental



### Preliminary Engineering



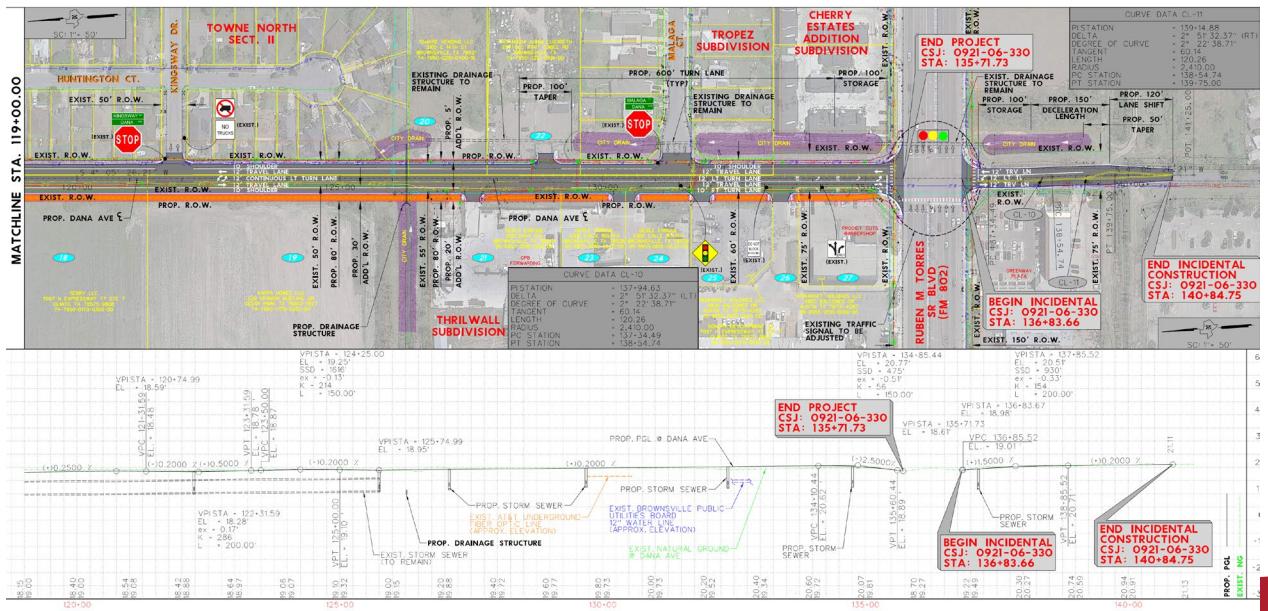
### ROW & Utilities

Ongoing

### Design

30%

### Funding



**Recent Activity:**  
 Includes Dana Avenue Bridge Rehabilitation  
 Funding: \$16 Million Available in CAT 7 for Construction  
 Construction Cost Estimate: \$21,291,635  
 Environmentally Cleared 02/11/2025  
 ROW strip map w/ parcel sketches submitted 06/2025  
 PS&E 30% Submittal made 07/11/2025 to TxDOT  
 ROW acquisition documents underway



# SH 104

## SECOND ACCESS PROJECT TO SOUTH PADRE ISLAND CSJ: 0775-02-002



SH 104 (Second Access Project to South Padre Island) will involve a second crossing on a new location to South Padre Island to provide a much-needed alternate route from the island to the mainland. The second causeway also would facilitate evacuation of South Padre in the event of a hurricane or other natural disaster. The project will include a bridge approximately 8 miles long as well as improvements to roadways on the mainland and on the Island. The total length of the SH 104 Project is approximately 17.6 miles.

**The Texas Transportation Commission placed the project on-system  
on December 12, 2023 through Minute Order 116614.**



<b>Environmental</b>	Underway
<b>Preliminary Engineering</b>	90%
<b>ROW &amp; Utilities</b>	Underway
<b>Design</b>	Underway
<b>Funding</b>	Underway

## Project Needs:

Complete Supplemental EIS  
Design  
Funding

## Recent Activity:

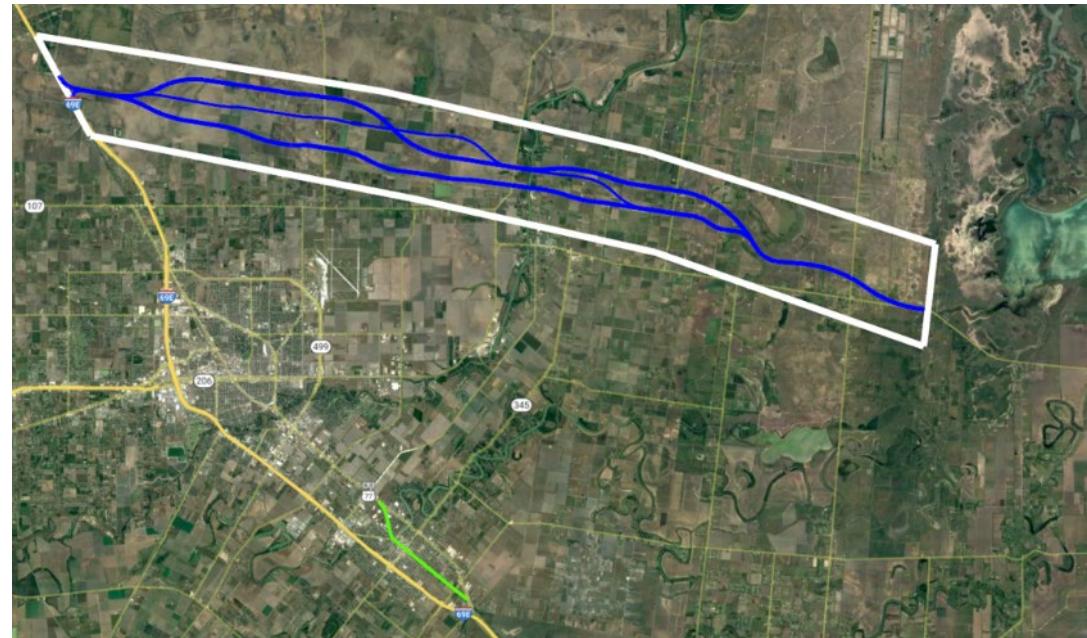
Included in Border Master Plan- Medium Impact Project  
Using Local Funds to Complete Project Schematic  
Coordination with Resource Agencies including: FHWA, TxDOT,  
USFWS, TPWD, USACE, USDA, NOAA, EPA, FEMA, GLO, TCEQ,  
TX Railroad Commission, Texas DEM, THC, Sea Turtle Inc.  
Weekly & offline coordination meetings held between TxDOT ENV & CCRMA  
TxDOT Managing Environmental Clearance  
CCRMA Managing Traffic Projections and Schematic  
30% schematic submitted 06/2025, w/ completion projected end of 08/2025  
Final traffic projections submitted to TxDOT RPP 7/25/25 and Traffic & Operational  
Analysis Submitted 8/21/25.



# Outer Parkway

## CSJ: 0921-06-283

The Outer Parkway Project is approximately 21.5 miles long and includes the construction of a new four lane divided highway from I69E (U.S. 77) near the North Cameron County Line to FM 1847. The project will link the General Brant Road Project with I69E (U.S. 77).



# Outer Parkway

## CSJ: 0921-06-283

### Environmental

Ongoing

### Preliminary Engineering

Ongoing

### ROW & Utilities

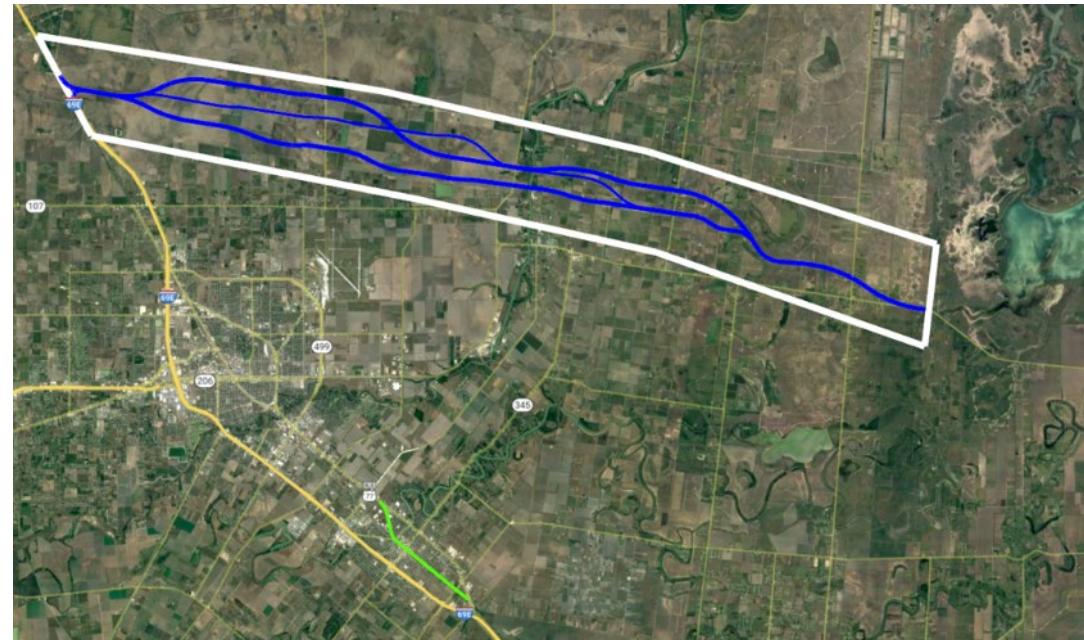
Pending

### Design

Pending

### Funding

Pending



### Recent Activity:

Cameron County / CCRMA entered into an ILA for PE/Env Clearance on 02/2023.

TxDOT ENV concurred with continuing to classify the project as an Environmental Assessment document.

Technical Preferred Alternative selection underway

Construction Cost Estimate: \$345,902,823

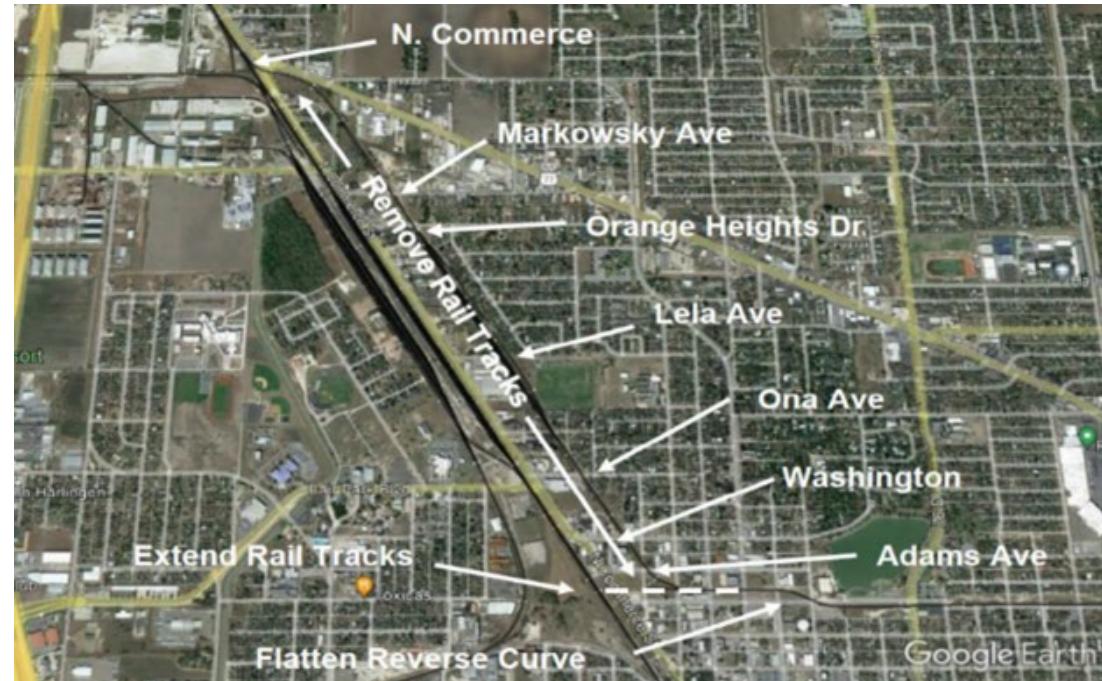
Associated Traffic Projections submitted 04/21/25 (responded to comments on 5/20/25)  
Notice and Opportunity to Comment (NOC) period ended 6/16/25

# Harlingen Rail Improvements Project

## FR-CSR-21-002

Page 2

The Harlingen Commerce Street rail relocation project will relocate and realign 1.7 miles of track and construct one new crossing at Commerce Street to eliminate seven existing grade crossings in the City of Harlingen, Texas. The new track connection will enable the Union Pacific Railroad (UPRR) Harlingen Subdivision track to connect to the UPRR Brownsville Subdivision, as well as straighten out two curves and plans to safely raise the speed from 10 MPH to 30 MPH to minimize rail congestion through this area.



# Harlingen Rail Improvements Project

## FR-CSR-21-002

Page 22

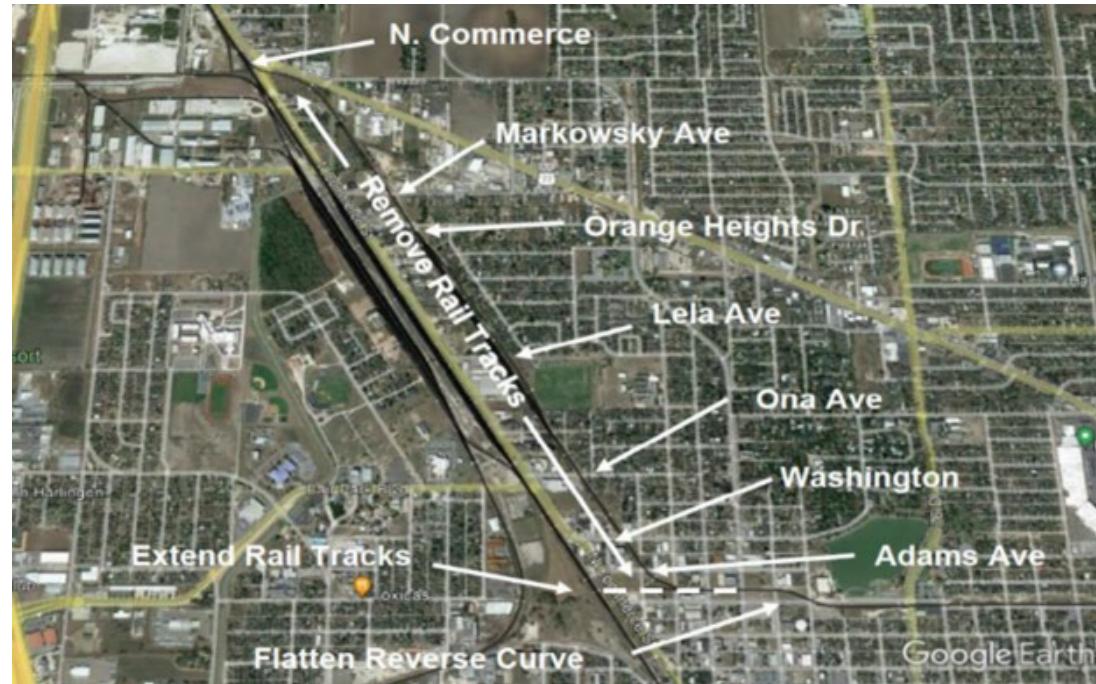
**Environmental** 70%

**Preliminary Engineering** 25%

**ROW & Utilities** 

**Design** Pending Schem. Approval by FRA

**Funding** 



### Recent Activity:

Partnership between: CCRMA & Cameron County  
Project Scope: Eliminate certain railroad-street crossings  
Limits: N. Commerce street S. of US 77 Sunshine to Adams Avenue  
Using Federal & Local funds to complete Environmental Phase  
Using Federal & Local funds to complete Design  
Funding: \$5.6 Million Available for Construction  
FRA Agreement for Phase I – executed, started March 01, 2024  
Agreement with UPRR executed December 2022  
Prelim. Engineering site visit March 2024 / Diagnostic site visit December 2024  
30% schematic Sept 2025 and CE ENV Clearance Est. 12/2025



FM 509 will be constructed to add new four lane divided highway from FM 508/FM 509 intersection to FM 1579. The Project will be approximately 3 miles. Efforts are currently being made to incorporate alignments with the Outer Parkway Project.



**Environmental** Ongoing

**Preliminary Engineering** Ongoing

**ROW & Utilities** Pending

**Design** Pending

**Funding** 



### Recent Activity:

Included in Border Master Plan- Medium Impact Project  
Transportation Commission Approved On-System MO May 2021  
CCRMA will utilize 100% Local Funds for Preliminary Engineering  
Funding: \$7.5 Million Available in CAT 2 Funds

Project Kickoff held 12/11/2023

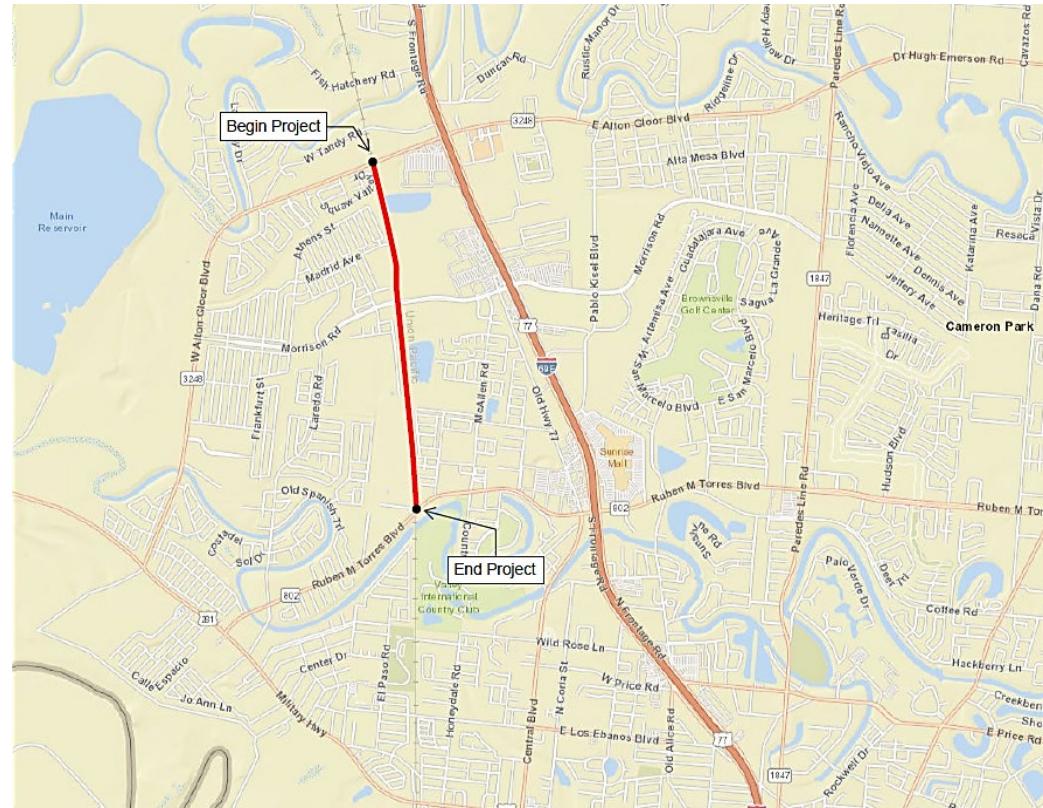
NEPA Clearance: Open Ended D-CE resubmitted May 2024  
Traffic Projections Approved 04/2025  
Construction Cost Estimate: \$11,344,525  
Notice and Opportunity to Comment (NOC) period ended 1/31/25



# West Blvd Roadway

## CSJ: 0921-06-340

As a component of the 6.5-mile West Rail Trail project, the Roadway component is being developed to provide a connection between two on-system TxDOT arterial roadways and improve the safety and quality of life for local residents by reducing congestion and eliminating travel time delays for first responder personnel and residents during an emergency to highly developed areas along the project. The proposed urban roadway section would accommodate the Hike and Bike trail and provide for improved mobility between FM 802 (Ruben Torres Blvd) and FM 3248 (Alton Gloor Blvd) two major arterials in the region.



# West Blvd Roadway

## CSJ: 0921-06-340

Page 26

**Environmental**

80%

**Preliminary  
Engineering**



**ROW & Utilities**

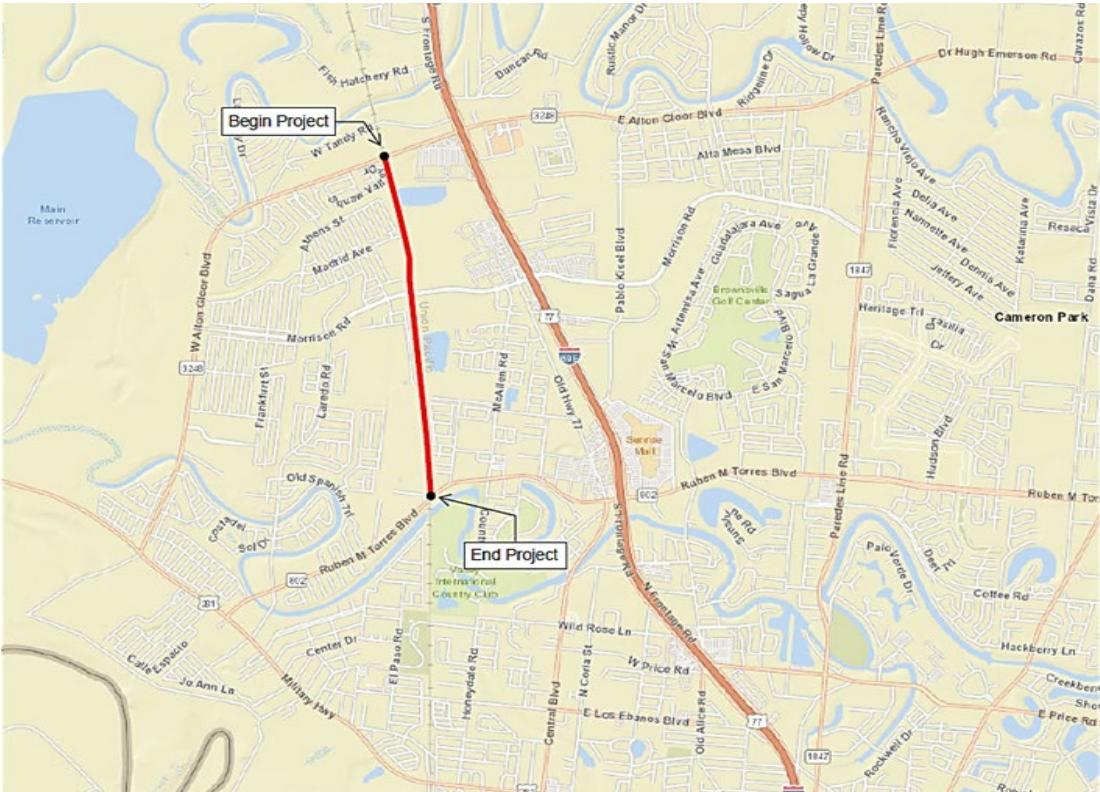


**Design**

95%

**Funding**

Partially Funded



### Recent Activity:

PS&E is being completed with 100% Local Funds  
Functional Classification received June 2023

ROW is in place

PS&E-95% complete

AFA Approved by CCRMA Board 05/30/24

Project Kickoff conducted 09/2024

Ongoing PE Efforts: CE NEPA docs and Traffic Projections

Construction Cost Estimate: \$11,339,314

Projected Letting FY26-27

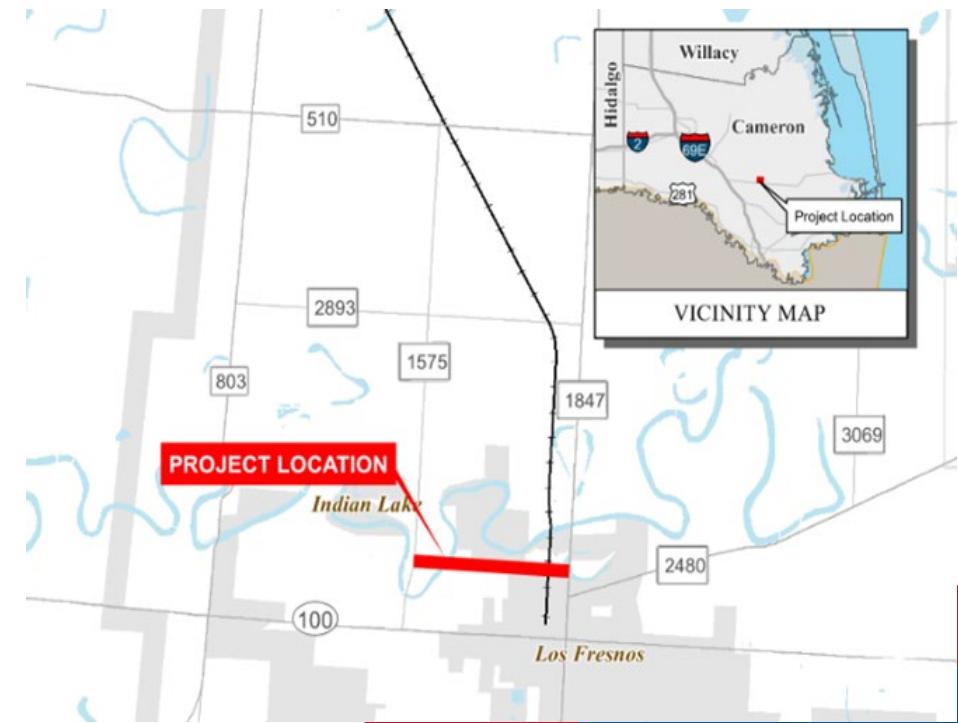
Notice and Opportunity to Comment (NOC) period ended 8/1/25

# Whipple Road

## CSJ: 0921-06-292

Page 27

This project involves the expansion of the existing road in Los Fresnos. This road will be improved from FM 1847 to FM 1575. The right-of-way is in place to do the necessary improvements



# Whipple Road

## CSJ: 0921-06-292

Page 28

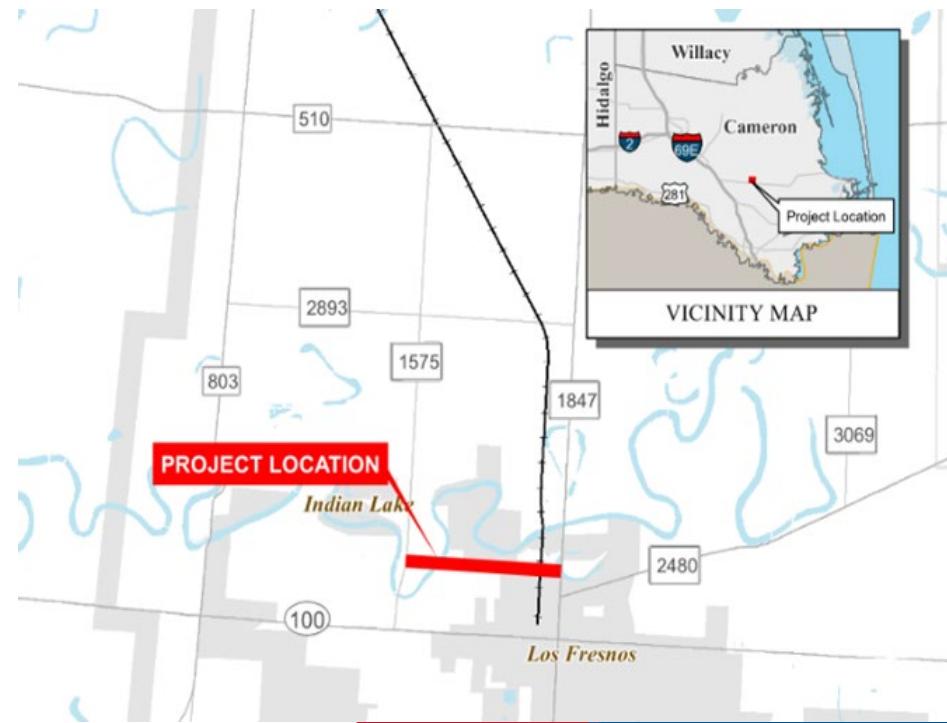
**Environmental** 85%

**Preliminary Engineering** Schematic 95%

**ROW & Utilities** Ongoing

**Design** 55%

**Funding** Pending



### Recent Activity:

Schematics at 95%

Environmental at 85%

Funding: \$4.5 Million Available in CAT 7 Funds

Public Involvement completed January 06, 2023

Construction Cost Estimate: \$8,333,237

Amended AFA 06/2024

Traffic Projections Approved 03/2025

30% PS&E Submitted to TxDOT for review on 7/1/25, with 60% PS&E package to be submitted Sept 2025

# Gateway Pedestrian Bridge-Riverfront Development

Page 29

Cameron County is the owner-operator of the Gateway International Bridge, which crosses the famous Rio Grande River, connecting Cameron County

to downtown Matamoros. The Gateway Bridge is in the reach of the River that has served for centuries as our primary connection of commerce and culture with Matamoros and other communities throughout Texas and Tamaulipas.

Through an Interlocal Agreement, Cameron County engaged its Cameron County Regional Mobility Authority (CCRMA) and Cameron County Transportation Reinvestment Zone Number 6 (TRZ #6) to oversee the development, construction and financing of the remodel and associated riverfront redevelopment. The CCRMA submitted a Presidential Permit Application for Gateway Bridge on 12/17/2024 **and approved 8/20/2025**.

**CCRMA underwent procurement for GEC services for County/local facilities / tie-ins to this project 07/2025 and are pending approval of scope 8/2025 to proceed with development.**

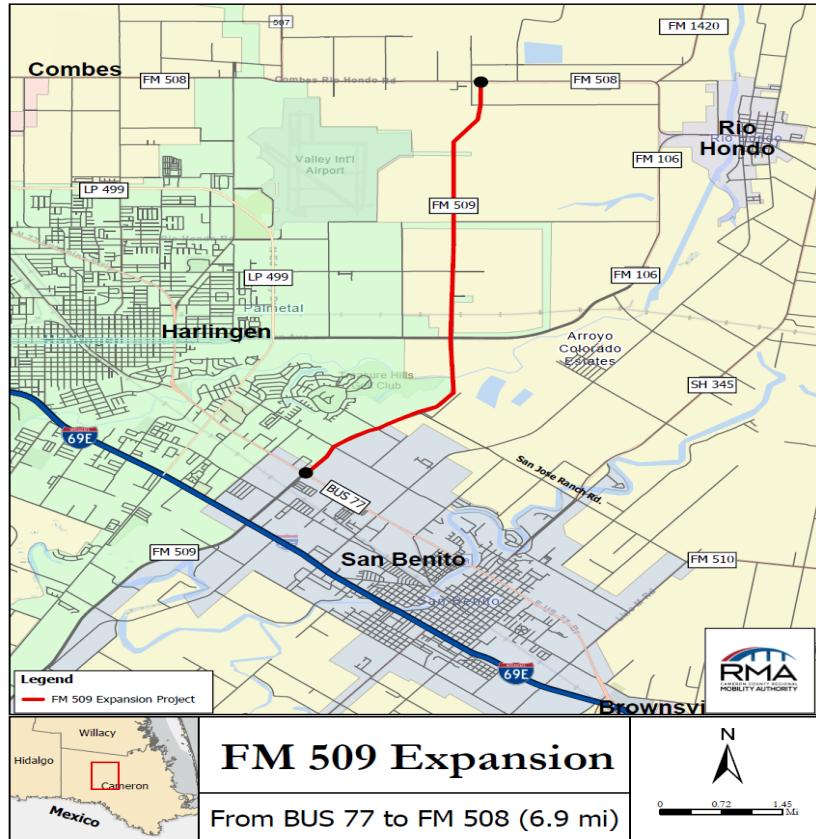


# FM 509- BUS 77- FM 508

## CSJ: 2369-01-033

Page

The FM 509 project will widen and reconstruct the existing 2 lane rural roadway to an urban four lane roadway with a center left turn lane and shoulders, within the existing ROW. The project length is 6.85 miles.



# FM 509- BUS 77- FM 508

## CSJ: 2369-01-033

Page

**Environmental**

Pending

**Preliminary  
Engineering**

Pending

**ROW & Utilities**

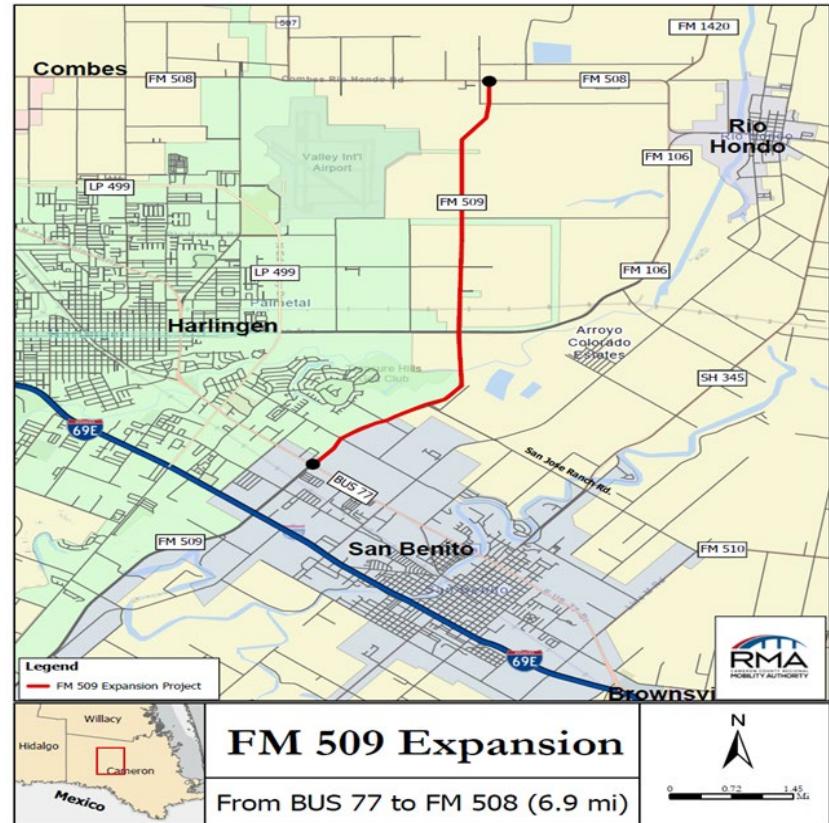
Pending

**Design**

Pending

**Funding**

Partially  
Funded



# FM 1846- Williams Road-North

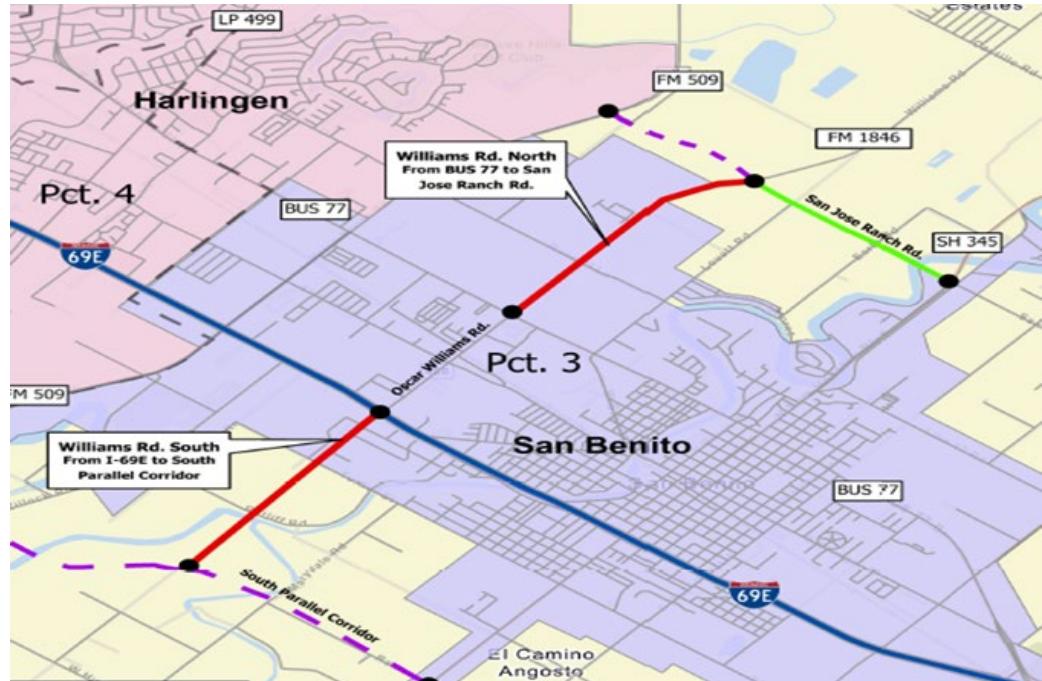
## CSJ: 1065-02-042

### Williams Road (North)

This project consists of an expansion from 2 lanes to 4 lanes with a continuous left turn lane. Project limits are from Business 77 to San Jose Ranch Road in San Benito.

### Williams Road (South)

This project consists of a new location road on the south side of I69E to South Parallel corridor in San Benito. The project will require the acquisition of right of way.



# FM 1846- Williams Road-North

## CSJ: 1065-02-042

Page

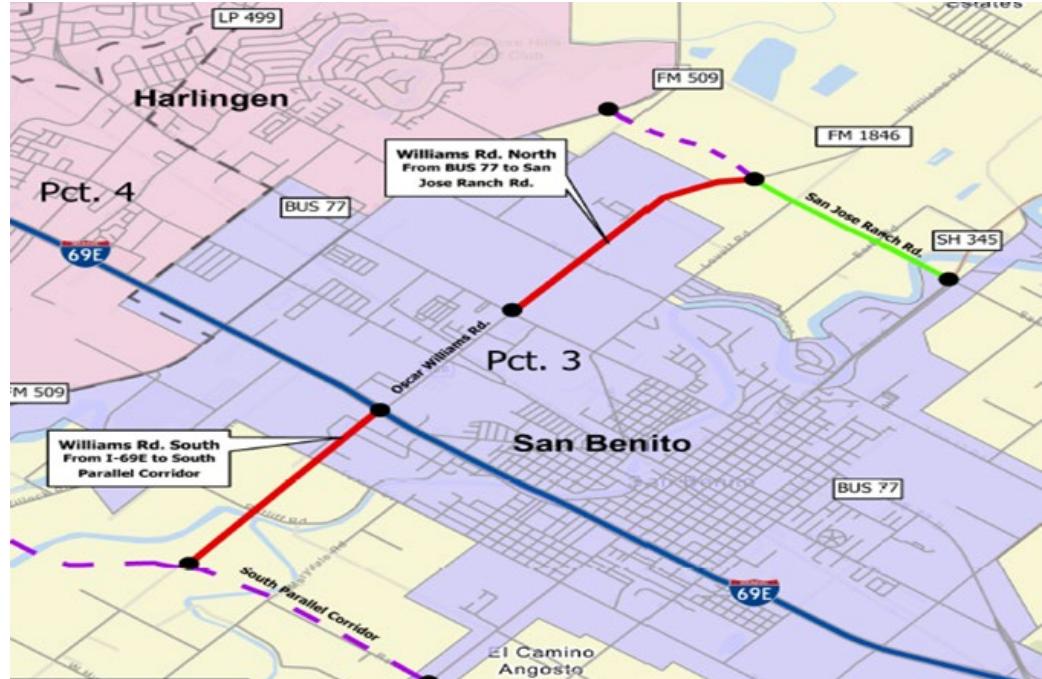
**Environmental** 33%

**Preliminary Engineering** Schematic 80%

**ROW & Utilities** Pending

**Design** Pending

**Funding** Pending



### Recent Activity:

ILA with City of San Benito and Cameron County approved \$500,000 in Category 2 Funds  
Schematic-80% complete

AFA approved on 01/10/24

Traffic projection (Corridor Analysis) Submitted 02/19/24

Kick off and Env. Scoping Meetings held 04/15/24

DCC held 05/10/24

TxDOT approved typical section / configuration (Option 3) on 7/25/25

Traffic projections to be submitted week of 8/27/25 and project will progress with the approved configuration.



# U.S. 281 Connector - Prelim. Eng.

Page

The project will provide a divided urban corridor that would improve mobility and safety between U.S. 281 (Military Highway), I69E, and SH 100. This route will become critical as trade increases in the region between the port and international bridges. The U.S. 281 Connector Project is approximately 7.5 miles long.



# U.S. 281 Connector - Prelim. Eng.

Page 5

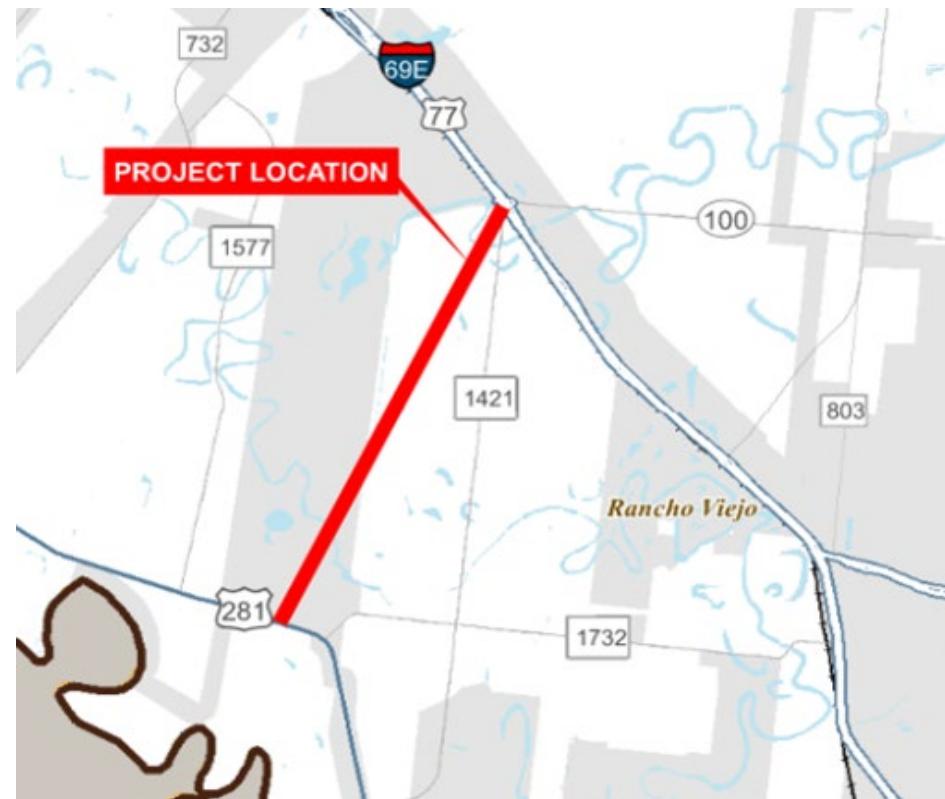
**Environmental** Underway

**Preliminary Engineering** Underway

**ROW & Utilities** Pending

**Design** Pending

**Funding** Pending



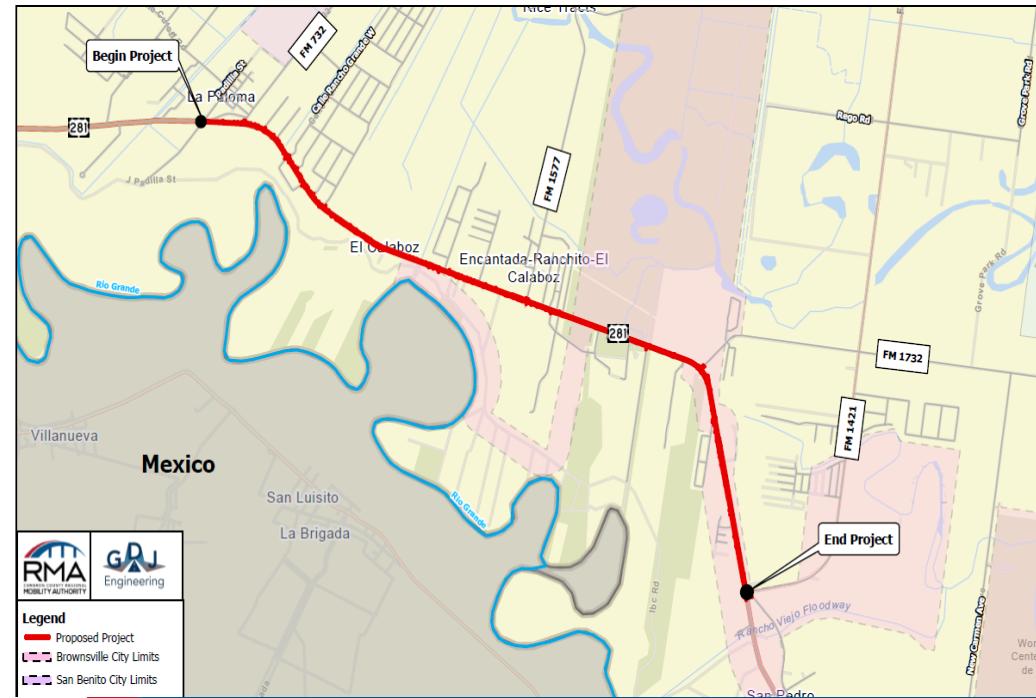
**Recent Activity:**  
Included in Border Master Plan- Medium Impact Project  
CCRMA Conceptual Project to provide a connection between  
US281 (Military Highway) and I69E.  
Ultimately connecting the International Bridges  
Directly with the Port of Brownsville Via SH 550  
Kickoff Meeting conducted 09/2024



# US Highway 281 (Military Highway) Utility Relocation Project

Page 6

The project consists of designing utility adjustments for approximately 6 miles on US Highway 281(Military Highway) between FM 732 to FM 1421. Through a successful partnership between Cameron County, Military Highway Supply Corporation and CCRMA, this project will ensure that TxDOT's reconstruction and expansion of US Highway 281 (Military Highway) is completed on schedule.



# U.S. 281 Connector - US Highway 281 (Military Highway) Utility Relocation Project

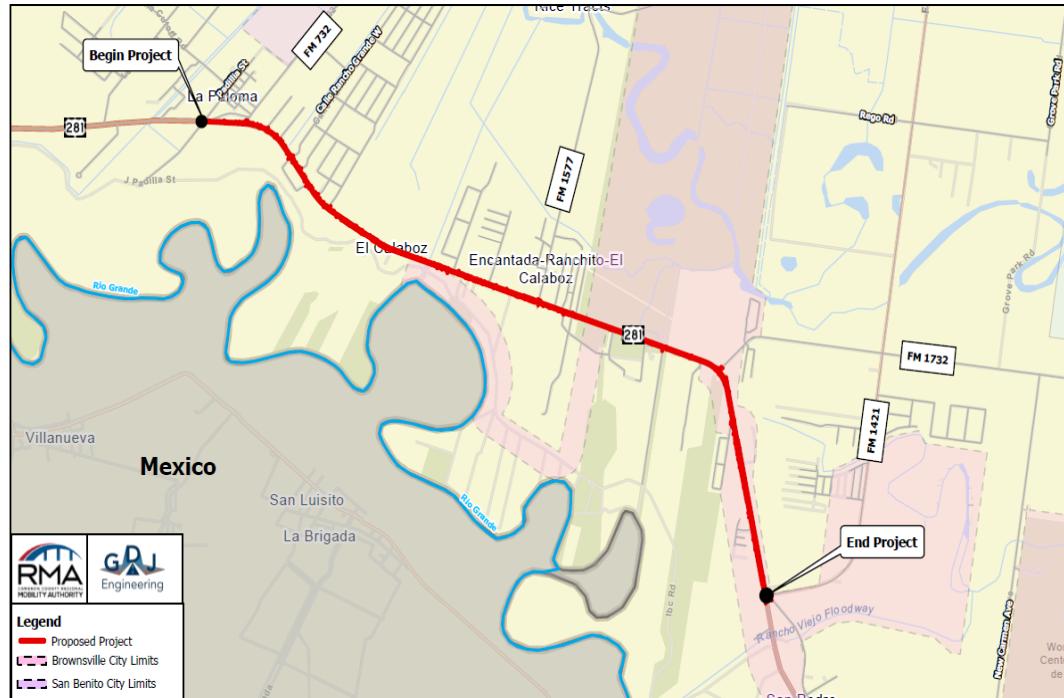
**ROW & Utilities**

Underway

**Design**

100%

**Funding**



## Recent Activity:

On November 05, 2024, Cameron County approved an agreement with Military Highway Water Supply Corporation for \$1,022,926.00 in ARPA funds to be used towards professional engineering services through the CCRMA develop design plans for utility relocations along US Highway 281

On November 21, 2024 .CCRMA approved and Interlocal Agreement with Military Highway Water Supply Corporation to develop design plans for utility relocations along US Highway 281



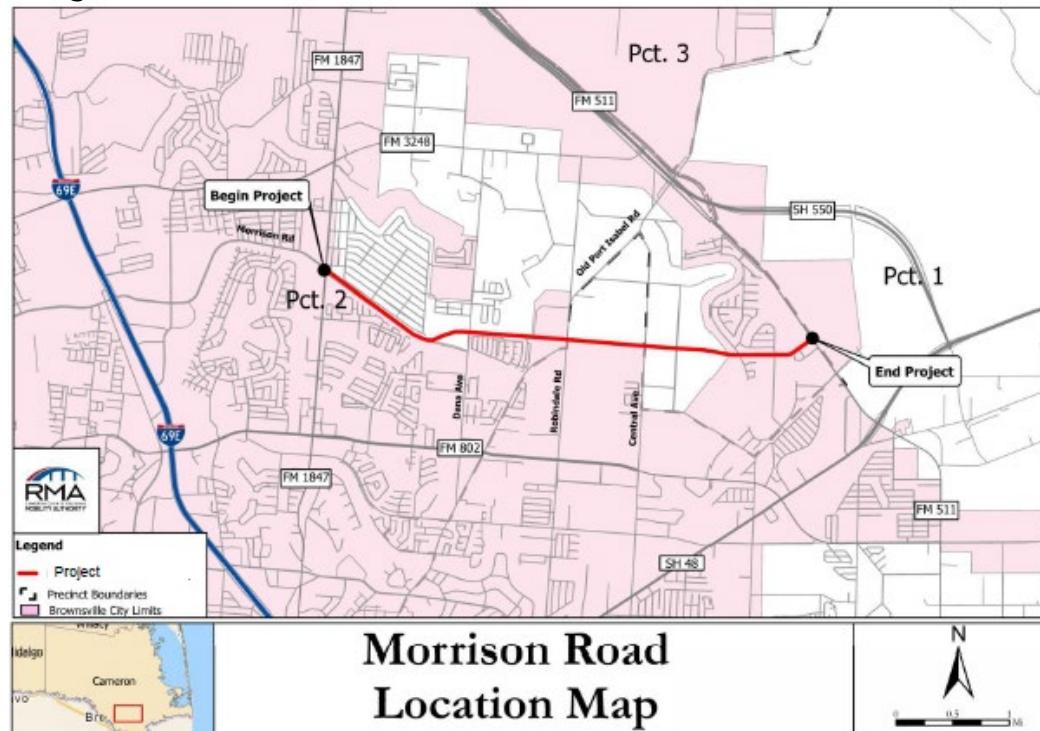
100% PS&E submitted, and working through final design integration with TxDOT PHR and MHWSC to stage for joint bidding of water and sanitary sewer lines.

# Morrison Road

## CSJ: 0921-06-291

Seg 1 - CSJ: 0921-06-291 SEGMENT 1 From: FM 1847 to Dana Avenue  
Seg 2 - CSJ: 0921-06-362 SEG 2 From Dana Avenue to FM 511

This is a new location road from FM 1847 to FM 511. When complete, Morrison Road will go from FM 3248 to FM 511. This project will provide connectivity to a large retail area in Brownsville and reduce congestion on several major roads.



# Morrison Road

## CSJ: 0921-06-291

Page 9

Seg 1 - CSJ: 0921-06-291 SEGMENT 1 From: FM 1847 to Dana Avenue  
Seg 2 - CSJ: 0921-06-362 SEG 2 From Dana Avenue to FM 511

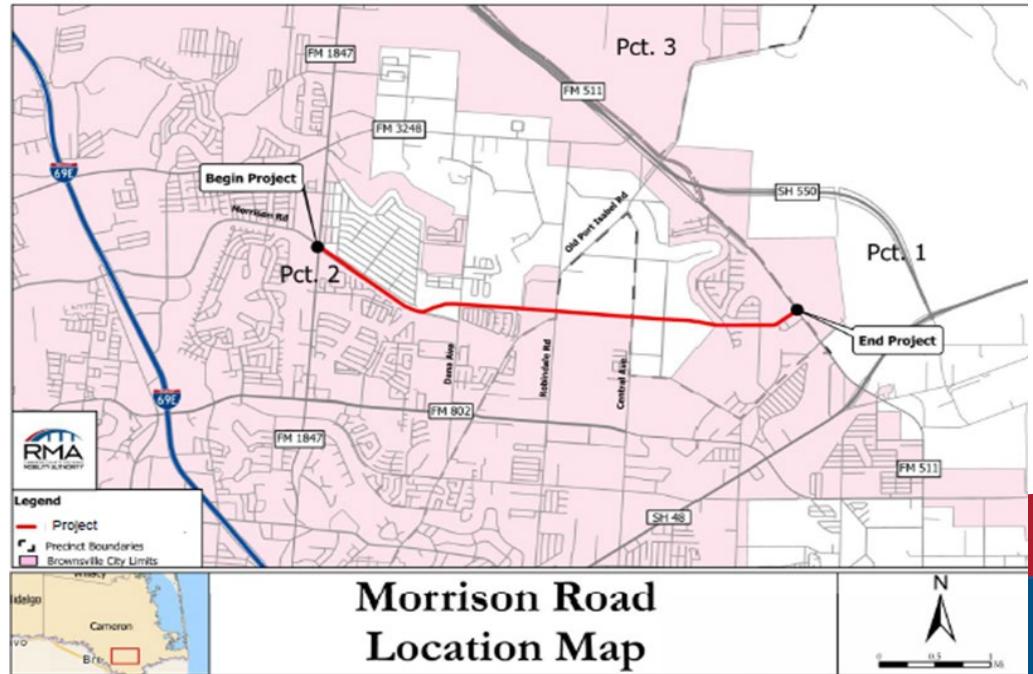
**Environmental** Underway

**Preliminary Engineering** Underway

**ROW & Utilities** Pending

**Design** Pending

**Funding** 



### Recent Activity:

Included in Border Master Plan- High Impact Project  
Environmental and Schematic are under development  
Preliminary Coordination with City and  
Drainage District Underway

Functional Classification Received for Segment I on 04/04/24

CCRMA to request FC for Segment II of the Project

Funding: \$16 Million Available in FY25 UTP excess availability of CAT 7 Funds  
Construction Cost Estimate (Seg 1): \$6,435,376  
Construction Cost Estimate (Seg 2): \$29,478,200

# North Cameron County Rail Safety and Reutilization Project (Study Update)

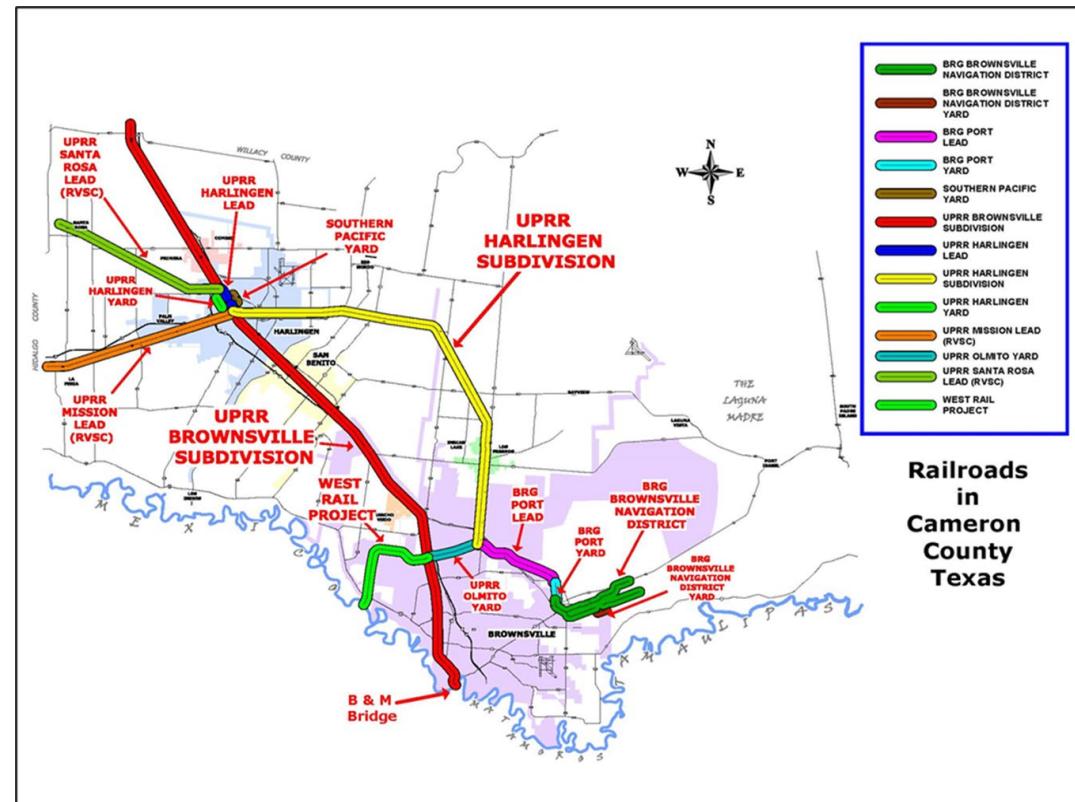
**Environmental** Pending

**Preliminary Engineering** Pending

**ROW & Utilities** Pending

**Design** Pending

**Funding** Pending



## Recent Activity:

The recommended rail safety and reutilization plan would:

- Eliminate 39 at-grade rail crossings.
- Eliminate 204,642 vehicles daily crossing at rail intersections.
- Remove 90,000 feet of rail trackage.
- Open 17.5 miles of 100 feet of right of way for other use.
- Provide potential for new pedestrian and bike trails.
- Opens 9 miles of access for new development along I69E.
- Cost \$25 million.

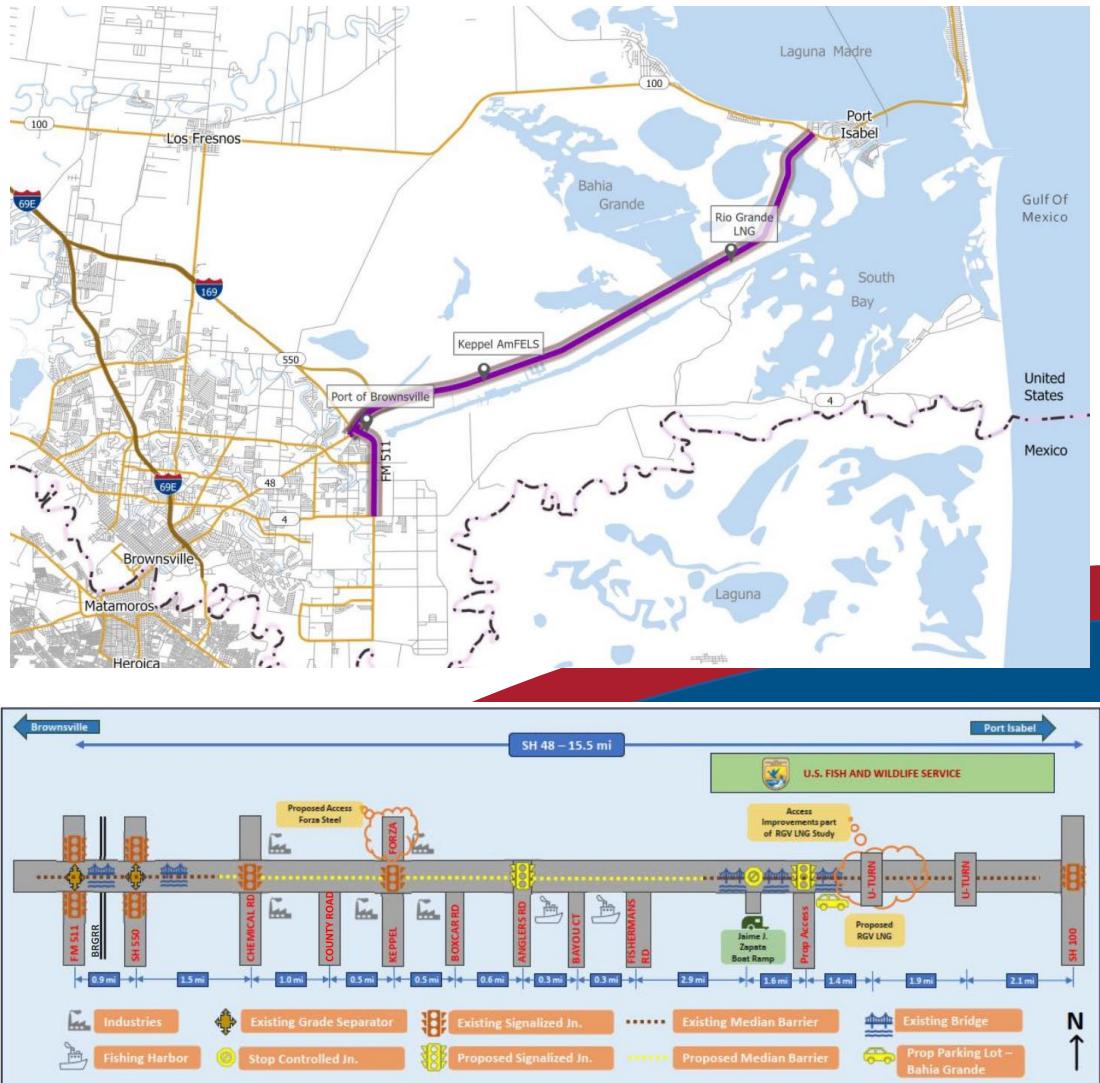
# SH 48 Master Plan

To prepare for this growth and to cater the developments, the Cameron County Regional Mobility Authority (CCRMA) is developing this Master Plan for SH 48.

It is culmination of traffic projection analysis, feasibility analysis, and meetings among stakeholder groups (Port, TxDOT, recreational groups) along SH 48, and other fieldwork efforts along I-69E, SH550 (future I-169), and SH 48.

The SH 48 corridor connects ports, harbors, and industries along recreation locations. The project corridor is expected to have significant industrial development resulting in sizable growth in employment. The new developments are currently in the planning and execution stages.

**CCRMA and Port of Brownsville met 05/2025 to finalize study comments.**

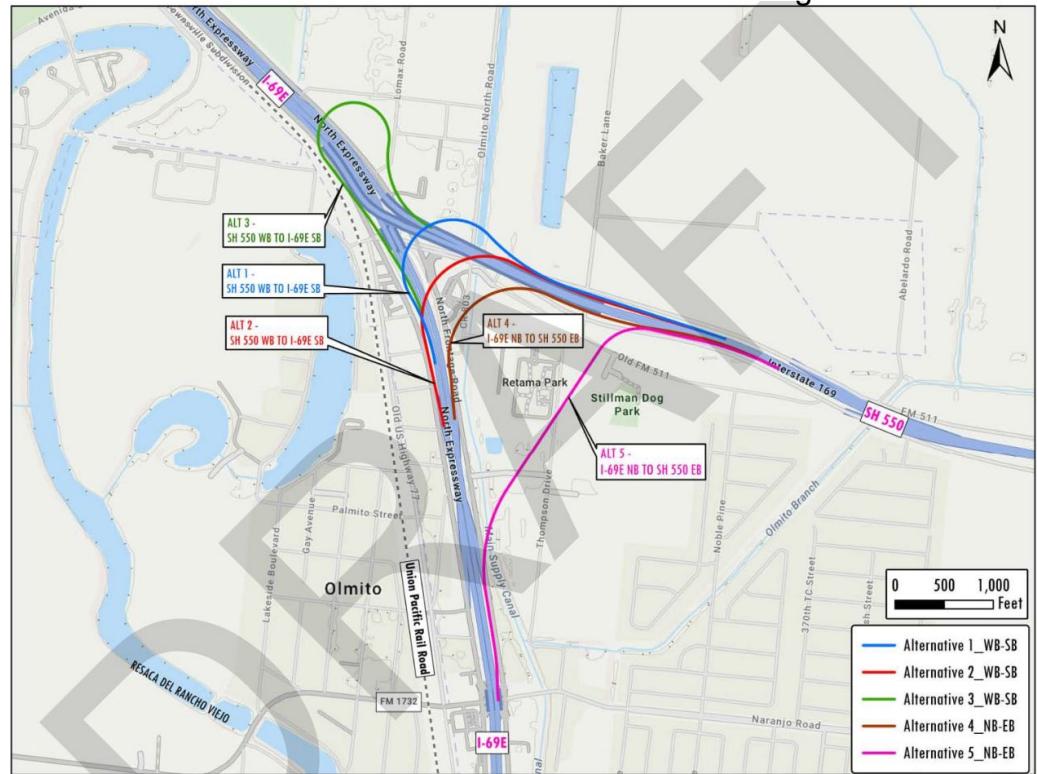


Short term recommendations include construction of cable median barrier and improvements at five Intersections (Chemical Road, Keppel AmFELS, Anglers Rd, Zapata Boat Ramp, Bahia Grande Proposed Parking)



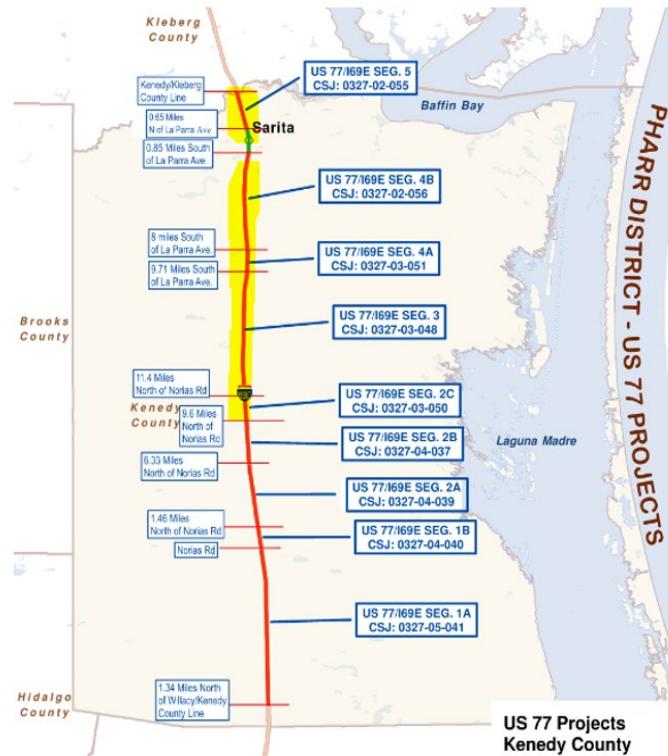
# SH 550 DCs from Brownsville

The construction of additional direct connectors between Interstate 69E (I-69E) and State Highway 550 (SH 550) is being evaluated by the Cameron County Regional Mobility Authority (CCRMA). The scope of the project is to build additional direct connector ramps from westbound SH 550 to southbound I-69E and from northbound I-69E to eastbound SH 550. The region's traffic is anticipated to grow due to the overall development of the region, including an increase in demand from the Port of Brownsville area and the other planned projects nearby.



# U.S. 77 – I69E Plan

## TxDOT - 2025 UTP



CSJ	Limits	FY	Funding Status	Funding Amount
0327-05-041 Seg. 1A	Norias Rd to 1.34 MI N of Willacy/Kenedy CL	2024	Fully funded	\$214,518,354
0327-04-040 Seg. 1B	1.46 MI N of Norias Rd to Norias Rd	2024	Fully funded	\$31,033,192
0327-04-039 Seg. 2A	6.33 MI N of Noria Rd to 1.46 MI N of Norias Rd	2024	Fully funded	\$100,100,488
0327-04-037 Seg. 2B	9.6 MI N of Norias Rd to 6.33 MI N of Norias Rd	2024	Fully funded	\$61,575,948
0327-03-050 Seg. 2C	11.40 MI N of Norias Rd to 9.6 MI N of Norias Rd	2024	Fully funded	\$35,619,465
0327-03-048 Seg. 3	9.71 MI N of Norias Rd to 11.40 MI N of Norias Rd	2028	None (Requested SWDA)	\$91,500,000
0327-03-051 Seg. 4A	8 MI S of La Parra Ave to 9.71 MI S of La Parra Ave	2031	None (Requested SWDA)	\$20,720,000
0327-02-056 Seg. 4B	0.85 MI S of La Parra Ave to 8 MI S of La Parra Ave	2031	None (Requested SWDA)	\$82,880,000
0327-02-055 Seg. 5	Kenedy/Kleberg CL to 0.65 MI N of La Parra Ave	2033	None (Requested SWDA)	\$33,480,000

Total Funding Needed \$270M

There are 14 international bridges, 3 deep water ports, 6 airports and 1 space port without interstate connectivity.

# CCRMA Toll System Projects

Page

## CCRMA Back Office Update

- FUEGO Tag live October 21, 2021
- Customer Tag Functionality
- Electronic Communications
- Customization of Accounts to accommodate Bridges & Parks, as well as future partners
- Redesigned reporting for Interoperability
- New HCTRA BOS with Fuego Tag CUSIOP Interoperability live since July 2024

## CC Intl Bridge Toll Collection System

- Go Live – Spring 2025
- New lane functionality with ETC Tags and RFID Cards
- Improved Lane processing logic
- Improved transaction accountability and Cash Management process
- Account migration from current system to CCRMA Back Office
- Improvements to increase electronic payment versus cash payment
- Improved system accountability with Digital Video Auditing System

## CC Parks User Fee Collection System

- Estimated Go Live – 3<sup>rd</sup> Qtr 2025
- Complete new system design leveraging ETC in the lanes
- Daily passes can now be offered to ETC customers
- CCRMA tag functionality to replace current monthly, annual, and RV passes
- Improved revenue enforcement using automatic license plate readers (ALPR)
- Improved system accountability with Digital Video Auditing System

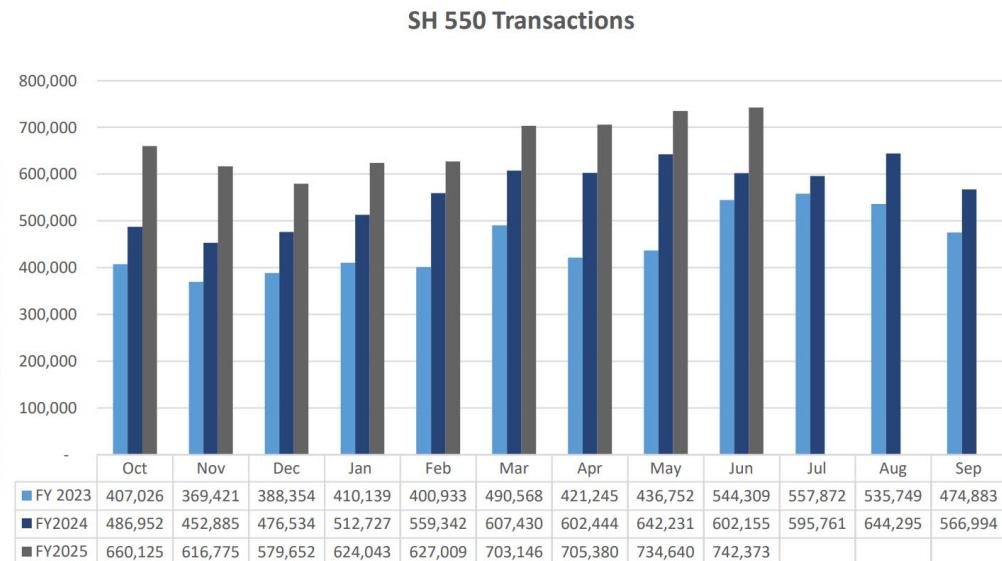


# Tolling along SH 550 (through July 2025 Reporting)



## Year to Year Traffic Comparison

23% Increase from June 2024



### FY Year Total

FY 2023	5,437,251
FY 2024	6,749,750
FY 2025*	5,993,143

\*Through June



## What is Fuego Tag?

Fuego Tag is an electronic payment method created and operated by the Cameron County Regional Mobility Authority (CCRMA) that allows motorists to pay tolls electronically. Motorists with Fuego tags are allowed to use the State Highway 550 Toll Road with the following benefits:

- Discounted toll rates
- Online account management
- Auto replenishment
- Local Customer Service Center
- Available for commercial and passenger vehicles
- **Tag is interoperable with tolling entities from the Mexican Border to Canada and Colorado to Florida as of July 15, 2024.**

# CCRMA TOLL INTEROPERABILITY NEWS

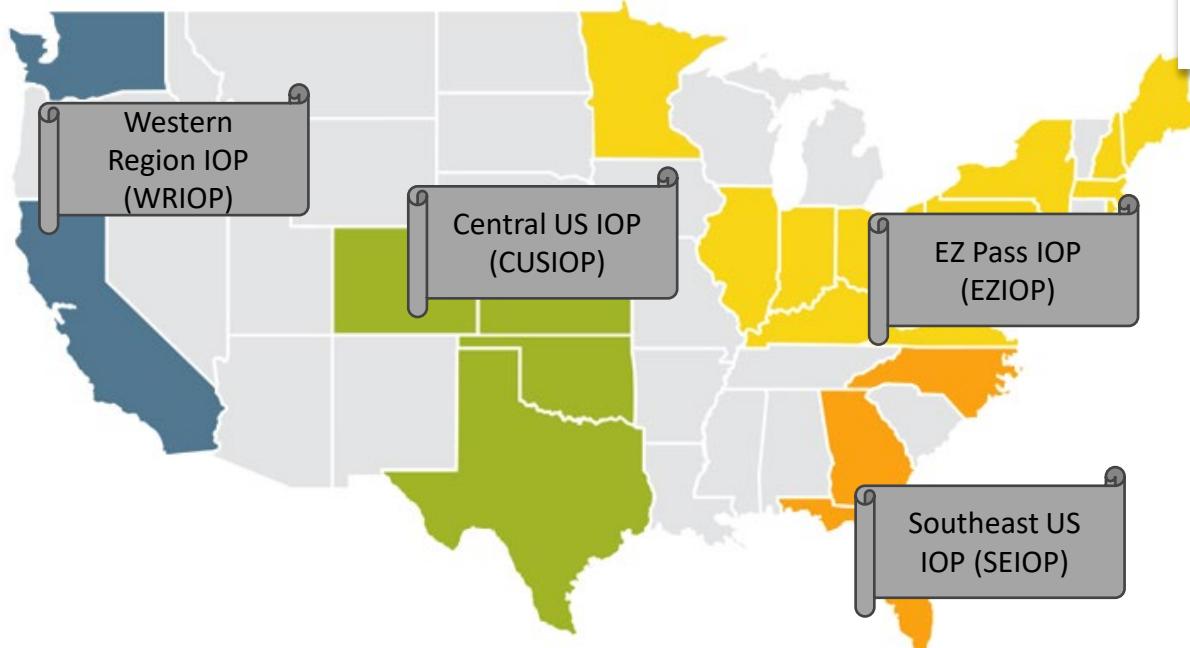
FOR IMMEDIATE RELEASE  
July 13, 2024

Contact:  
Pete Sepulveda, Jr.  
Executive Director  
[psepulveda@ccrma.org](mailto:psepulveda@ccrma.org)  
956-621-5571

HCTRA and CCRMA partner to expand accessibility and provide more choices for drivers in the region and beyond!

## Interoperability

Central United States Interoperability (CUSIOP) Hub is the nation's first hub designed to national interoperability standards and has been operational since 2017. CUSIOP Hub facilitates transaction processing, reporting, and reconciliation for the participating agencies in the CUSIOP with over 600 million tolls processed per year.



On July 2023 the Harris County Commissioners Court entered into an Interlocal agreement with the Cameron County Regional Mobility Authority (CCRMA) to expand accessibility for drivers.

Approval of this agreement allowed the Harris County Toll Road Authority (HCTRA) and CCRMA to begin working on an implementation plan that will include CCRMA's FUEGO tag as an acceptable tag on HCTRA toll road lanes.

On July 15, 2024, HCTRA will assume responsibility for the CCRMA's back-office operations meaning that the FUEGO Tag will now be interoperable with all toll roads in the State of Texas, Kansas, Oklahoma and soon Florida and Colorado.

CCRMA's regional and international drivers will now be able to travel seamlessly between Cameron County and Harris County. The partnership eliminates the need for regional and international drivers to manage multiple toll accounts. Drivers will only need one transponder in their vehicle and will be able to determine which transponder benefits them the most.

Today, NTTA, TxTag, K-Tag and PIKEPASS are accepted on Harris County Toll Road Authority (HCTRA) operated toll road lanes, and HCTRA EZ TAG is accepted on CCRMA operated toll road lanes.

IOP Hub	Legend	Online Since
CUSIOP		2017
SEIOP		2023
EZIOP		2025
WRIOP		TBD

# Key Takeaways

- Cameron County, together with the CCRMA, have utilized and leveraged two key legislative tools (TRZ and VRF) to advance the system of projects.
- TRZ allows for short/medium term planning capabilities.
  - For example, the 2025 UTP (10 year plan) requires approx. \$60M in local matching funds. Conservatively speaking, the CCRMA will get \$100 million from TRZ funds in the same timeframe.
  - This allows the CCRMA to budget appropriately between using funds to develop projects and for local match requirements.
- These great legislative tools (TRZ and VRF) together are projected to allow the CCRMA to generate approx. \$150M over the next ten years.
  - This allows us to maximize the investment of these funds into infrastructure to address community priorities and those with the greatest potential for return on investment.



# Completed Projects

- Completed projects that have benefited from the TRZ and VRF

Project Name	Limits / Length (where applicable)	Construction Cost
<b>Veterans Bridge POV</b>	At Rio Grande River and I-69E	\$ 18,315,000
<b>SH 550 Direct Connectors</b>	0.53 miles east of Old Alice Road to 0.48 miles west of FM 1847, approx. 1 mile	\$ 44,000,000
<b>SH 550 Gap 1 Main Lanes Construction</b>	East of Old Alice Road to West of FM 1847, approx. 2.4 miles	\$ 6,650,000
<b>Main entrance to the Port of Brownsville</b>	SH4 and Port of Brownsville	\$ 2,500,000
<b>Veterans Bridge Fast Lane Expansion</b>	At Rio Grande River and I-69E	\$ 6,000,000
<b>South Port Connector</b>	SH 4 and ends in the vicinity of Ostos Road, approx. 2 miles	\$ 25,600,000
<b>West Rail Relocation</b>	I-69E and Olmito Switchyard into Mexico, approx. 7 miles	\$ 45,000,000
<b>Olmito Switchyard &amp; Repair in Place Facility</b>	Olmito Switchyard at I-69E	\$ 17,000,000
<b>Spur 54 in Harlingen, Texas</b>	Chester Park Road to I-69E, approx. 1 mile	\$ 6,000,000
<b>SH 550 North Port Spur</b>	FM 3248 to SH 48/New Port Entrance, approx. 3 mile(s)	\$ 34,000,000
<b>US 77 Sarita Overpass</b>	Sarita School Area at La Para Road, approx. 1 mile	\$ 12,000,000
<b>Spur 56 Willacy County</b>	FM 1018 to FM 3168, approx. 8 miles	\$ 28,000,000

# Force multipliers that maximize our Substantial Transportation System

- RGVMP merger leading to the 5<sup>th</sup> largest MPO in Texas providing seamless access to state/federal funding.
- TxDOT AFAs to leverage better ROI on projects by seeking construction reimbursement.
- Inter Local Agreements as a mechanism for partnering with other local entities looking to accelerate the TRZ #6 projects that allows cost sharing of project development costs.
- Tolls and expansion of toll interoperability projects along the US/Mexico Border.
- Vehicle Registration Fund (VRF) is another key legislative tool that provides a consistent stream of revenues to advance the system of projects.

# Cameron County Future Transportation Network

- Projects in development or construction that have benefited from the TRZ
- In essence, if we project the TRZ and VRF through 2065, then there will be a \$600M injection of funds. When we consider we have a \$2B system of projects, then we will have sufficient funds to cover a 25% local contribution cost share.

**\$30 Million in Projects Currently Under Construction**

**\$1.6 Billion CCRMA Overall Project Portfolio**

**14 CCRMA Projects Currently included in the TxDOT Border Master Plan**

## Shovel Ready Projects

- SH 550 Gap II
  - **\$33.4 M**
- Old Alice Road
  - **\$ 43.6 M**
- South Parallel Corridor Ph. III
  - **\$ 14.5 M**

**\$90+ Million in Locally Developed Shovel Ready Projects.**

## Projects in Design

- East Loop
  - **\$216 M**
- FM 509 Extension
  - **\$16 M**
- Whipple Rd.
  - **\$8.4 M**
- Morrison Road Project
  - **\$38.6 M**
- West Blvd.
  - **\$12.1 M**
- Misc. Projects

**\$290+ Million in Locally Developed Projects.**

## Projects In Development

- US 77 / I-69E
  - **\$270M**
- SPI 2<sup>nd</sup> access
  - **\$800M**
- Outer Parkway
  - **\$200M**
- Flor de Mayo International Bridge
  - **\$25M**
- I-69 Connector
  - **\$250M**
- US 281 Connector
  - **\$140M**

**\$1.7 Billion Planning Phase.**

**2-Y DISCUSSION AND POSSIBLE ACTION REGARDING THE STATUS OF  
THE LOS INDIOS LAND PORT OF ENTRY EXPORT DOCK  
RENOVATION PROJECT.**



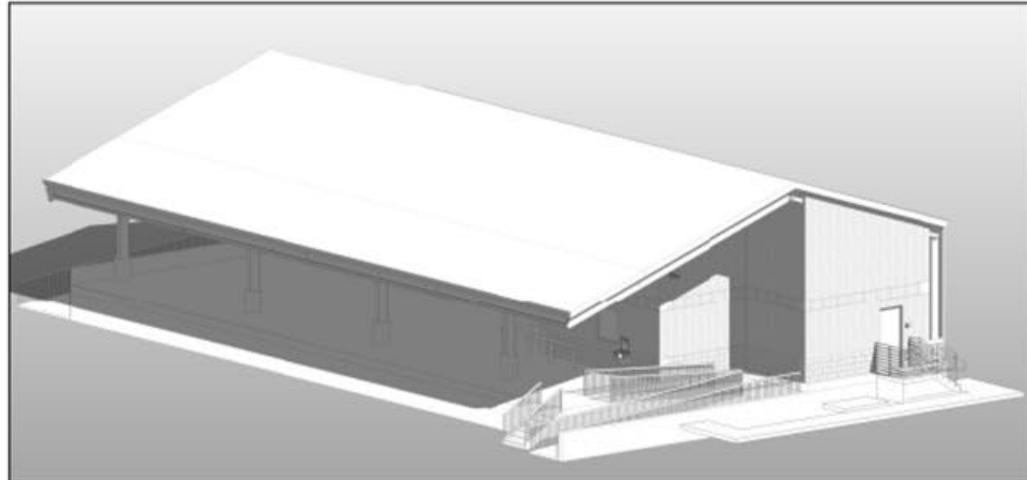
# Los Indios Land Port of Entry Dock Renovation

Progress Update  
July 2025

# LOS INDIOS LAND PORT OF ENTRY- EXPORT DOCK OFFICE RENOVATION

CAMERON COUNTY REGIONAL MOBLITY AUTHORITY

CONTRACTOR: ZIWA CORPORATION



## DESIGN TEAM

### PROJECT MANAGER

RRP CONSULTING ENGINEERS

CONTACT: PHILLIP J. PAWELEK, P.E.  
 5408 NORTH 10<sup>TH</sup> STREET  
 MCALLEN, TEXAS 78504  
 PHONE: (956)926-5000

### ARCHITECTURE

SJPA, LLC

CONTACT: STEVE J. PATMON, AIA  
 510 EAST RAMSEY, SUITE 1A  
 SAN ANTONIO, TEXAS 78216  
 PHONE: (210) 979-38888

### MEP ENGINEERING

RGM

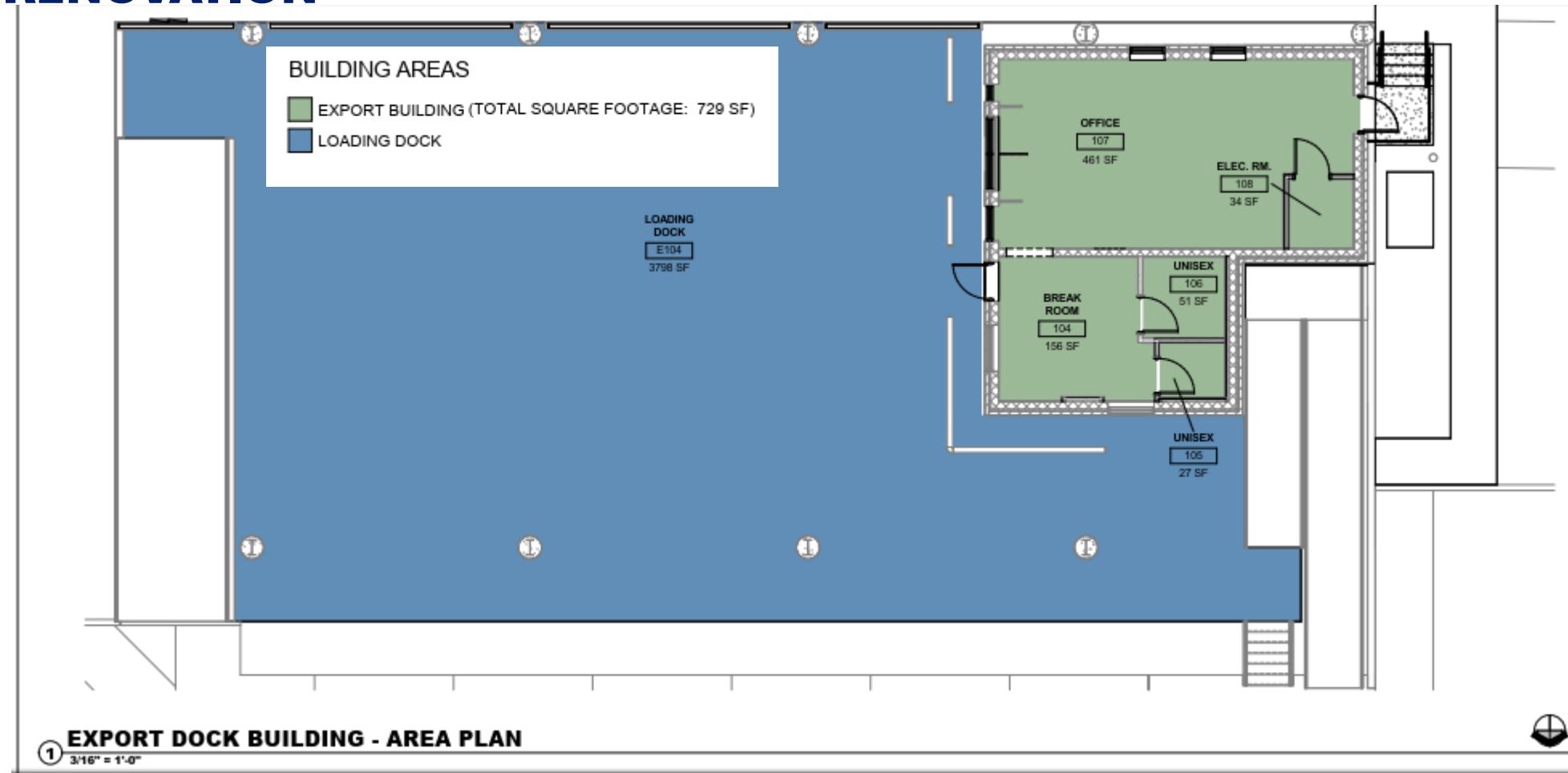
CONTACT: ROGER MENDEZ, P.E.  
 6243 IH 10 WEST, SUITE 501  
 SAN ANTONIO, TEXAS 78216  
 PHONE: (210) 299-4522

### CIVIL ENGINEERING

RRP CONSULTING ENGINEERS

CONTACT: WILLIE ARRATIA, P.E.  
 5408 NORTH 10<sup>TH</sup> STREET  
 MCALLEN, TEXAS 78504  
 PHONE: (956) 926-5000

## RENOVATION



- Pre-Con Meeting & Notice to Proceed : January 6, 2025
- Construction Began: January 6, 2025

# **COST AND SCHEDULE**

## **THRU 07/31/2025**

Page 56

Contract Amount: \$1,182,598.22

Change Order No.1 Amount: \$5,028.33

Adjusted Contract Amount: \$1,187,626.55

Contract Time: 120 Working Days

Change Order No. 1 - 35 Working Days Added= 155 Working Days

Amount Invoiced (through 07/31/25): \$893,854.77

Percent Amount Invoiced: 75.3%

Time Used (through 07/31/25): 142 Working Days Charged

Percent Time Used: 91.6% - 13 Working Days Remaining

Substantial Completion Date August 6, 2025



# **COST AND SCHEDULE UPDATE TO INCLUDE C/O No. 2**

Contract Amount: \$1,182,598.22

Change Order No. 1 Amount: \$5,028.33

Change Order No. 2 Amount: \$5,942.06

Adjusted Contract Amount: \$1,193,568.61

Contract Time: 120 Working Days

Change Order No. 1 - 35 Working Days Added

Change Order No. 2 – 34 Working Days Added Revised 189 Working Days

Time Used (through 08/21/25): 166 Working Days Charged

Percent Time Used: 87.8% - 23 Working Days Remaining

Updated Substantial Completion Date Sept 24, 2025



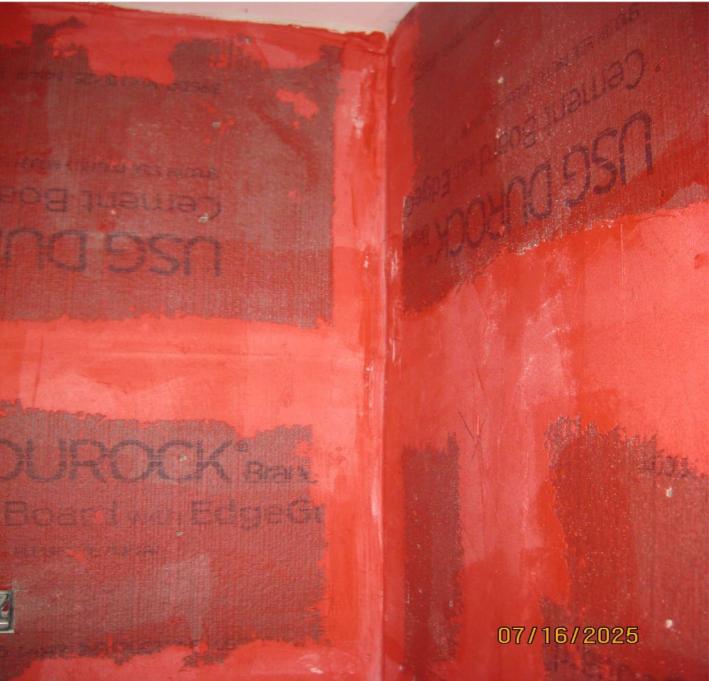
















# Questions/Comments?



# THANK YOU

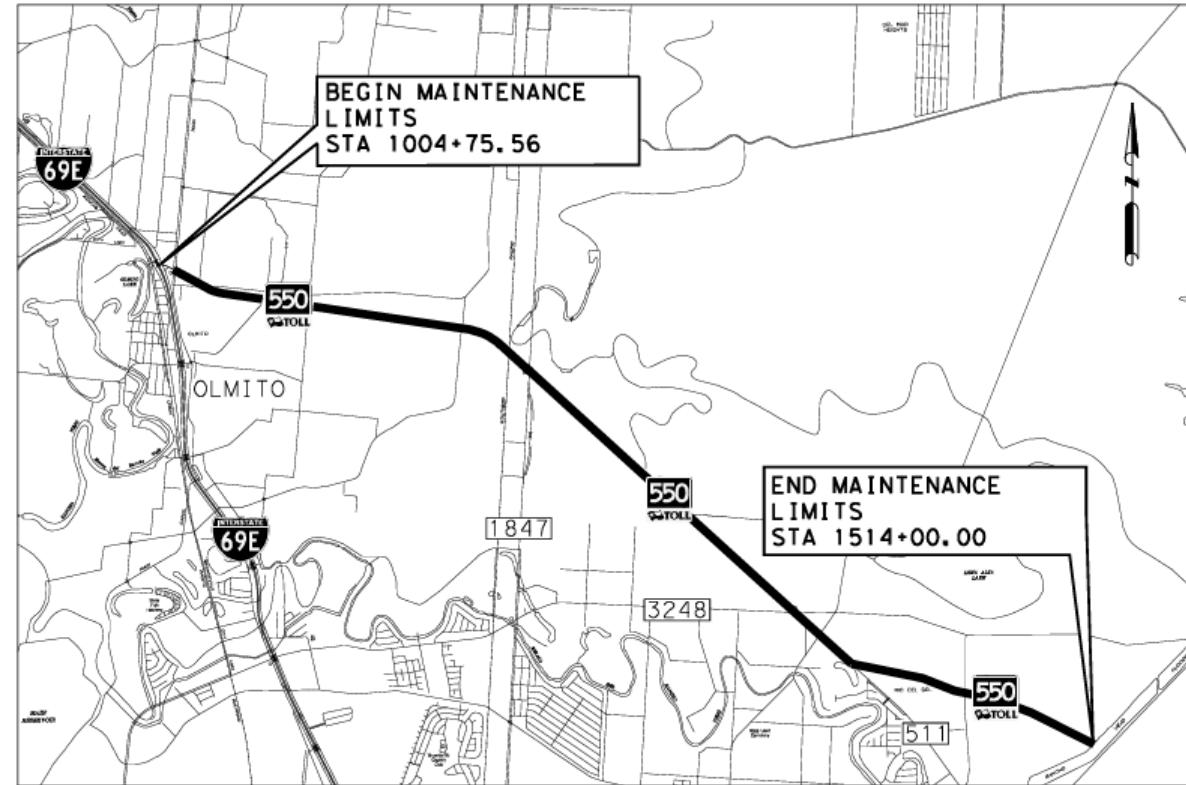


**2-Z DISCUSSION AND POSSIBLE ACTION REGARDING THE STATUS OF  
THE SH 550 MAINTENANCE PROJECT.**



# 3rd Biweekly Meeting

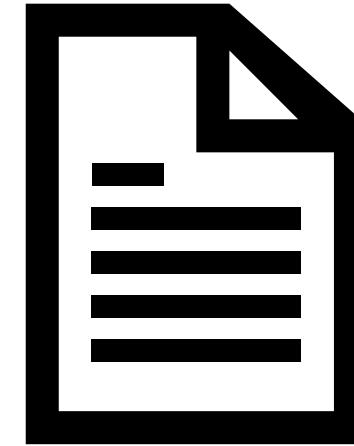
**Project 2025-SH550-1**  
**08/18/2025 @ 11 AM**



# 08.04.2025

## Meeting

- Forms
  - Pay App # 1 – Notary Signed
  - 1257 & 1258
  - Possible Pay Date Available?
- Change Order 1
  - Prices emailed Friday
- Subcontractor approved
  - B2Z Enterprises
  - Certified Payroll – Pending



# Follow Up

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- Built America, Buy America Requirements
  - Reinforced steel
- Bulletin Board Pictures
  - Pictures at a closer distance
  - All forms should match checklist



# Safety

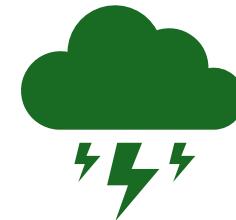


## Heat

Record high temperatures

Hydration – Electrolytes – Gatorade

Rest



## Rain – Lightning

Rainy days = short workdays

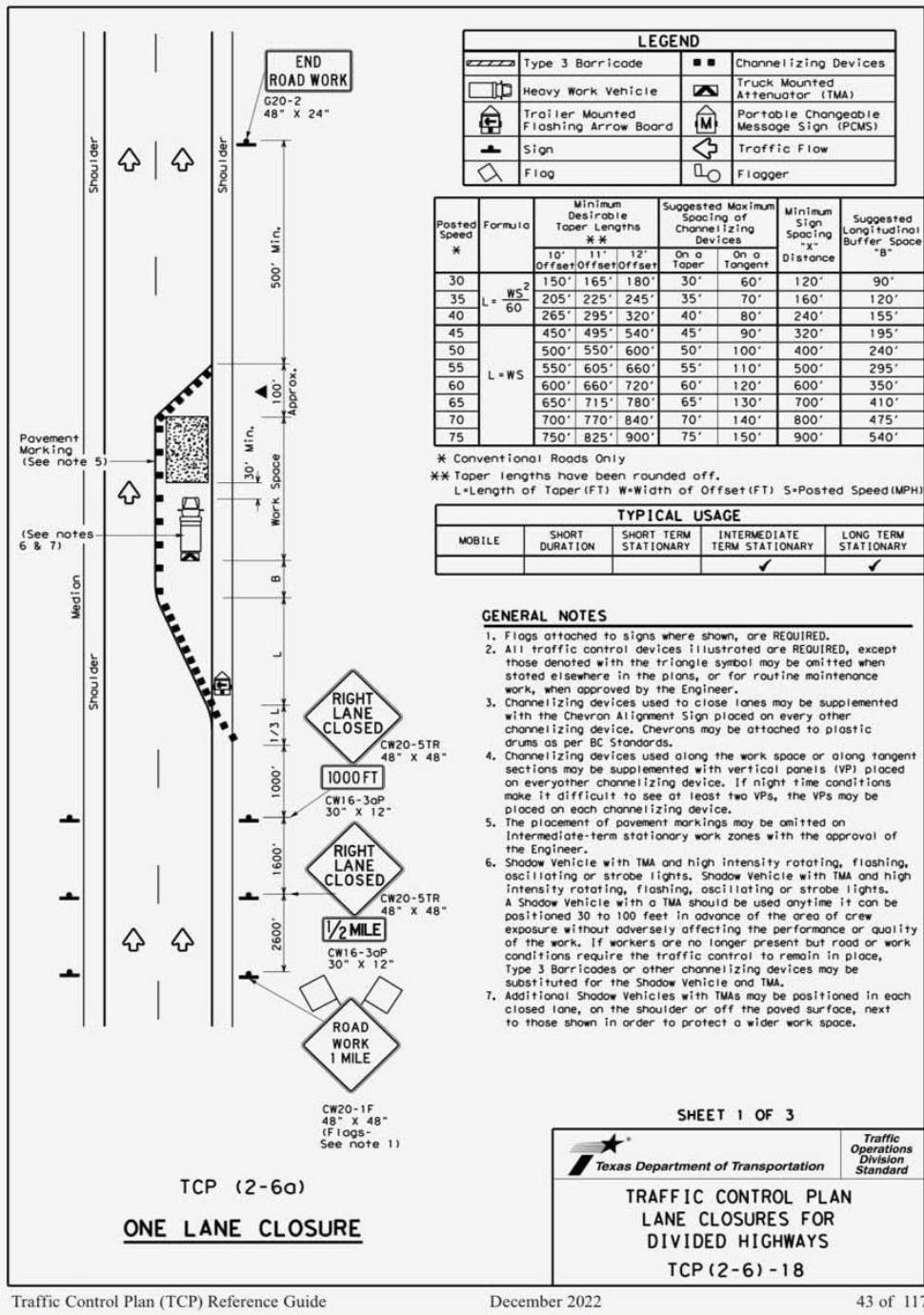
Thunderstorm – 6 miles from jobsite

# Continue - Safety

## Overnight Work

- Traffic Control Plan Used
  - Lane Closure for Divided Highways
  - TCP(2-6) – 18

- B2Z Enterprises
  - TxDOT compliance
  - OSHA Regulated
  - Certified Payroll



## Work Update

- Inlet (Compl)(TY CC)(CIP)
- Rip Rap





---

Work Update Continue – Cleaning & Sealing Exist Joints

# 2 Weeks Ahead

					2 WEEK PERIOD		08/18/2025 - 08/31/2025												
					Aug														
					Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat		
PROJECT WEEK:					Start Date	End Date	Duration	DETAILS											
100 7001	PREPARE R.O.W.	07/21/2025	10/10/2025	10 days	Working Days 2 Weeks Date of the first Monday of each week --> As needed	18	19	20	21	22	23	24	25	26	27	28	29	30	31
132 7001	EMBANK (FNL)(OC)(TY A)	08/25/2025	08/29/2025	5 Days															
400 7010	CEM STABIL BKFL	08/18/2025	08/27/2025	4 days															
432 7001	RIPRAP (CONC)(4")	08/20/2025	08/29/2025	6 days															
502 7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	08/18/2025	08/29/2025	10 days															
160 7001	FURN & PLACE TOPSOIL (4")	08/27/2025	08/28/2025	2 days															
164 7010	DRILL SEED (PERM_RURAL_CLAY)	08/28/2025	08/29/2025	2 days															
168 7001	VEGETATIVE WATERING	08/28/2025	08/29/2025	2 days															
169 7014	SOIL RET BLKT(SL_STEEP_CLAY_LONG_ROLL)	08/28/2025	08/29/2025	2 days															
639 7004	REPLACE EXISTING ALUMINUM SIGNS(TY A)	08/22/2025	08/22/2025	1 day															

End of 2 Weeks

**Any Concerns  
and/or  
Comments?**

**2-AA DISCUSSION AND POSSIBLE ACTION REGARDING THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BUDGET FOR FISCAL YEAR 2026.**

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

FISCAL YEAR 2026  
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
- B. Interlocal agreements with Cameron County
- C. Bank Interest
- D. 12 Full Time Employees Salary and Benefits – 5% Cost-of-Living-Adjustment (COLA)
- E. Accounting Software & HR Software
- F. Consultants
- G. Financial Advisory Retainer

Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41100	Vehicle registration fees	\$ 3,490,000	\$ 3,590,000	<span style="color: red;">A</span> \$ 100,000
41150	Interlocal revenue			
41150	Admin Services	156,000	156,000	<span style="color: red;">B</span> -
41150	Construction Manager	107,700	107,700	<span style="color: red;">B</span> -
41150	ROW Project Coordinator	65,000	65,000	<span style="color: red;">B</span> -
41150	Marketing	97,000	97,000	<span style="color: red;">B</span> -
44000	Interest income	425,000	575,000	<span style="color: red;">C</span> 150,000
<b>Total Operating Revenue</b>		4,340,700	4,590,700	250,000
<b>Salaries and Benefits</b>				
51100	Salaries	1,041,084	1,142,135	<span style="color: red;">D</span> 101,051
51200	Payroll taxes	119,449	127,180	<span style="color: red;">D</span> 7,731
51300	Retirement	183,780	199,996	<span style="color: red;">D</span> 16,216
51400	Health insurance	185,925	208,736	<span style="color: red;">D</span> 22,811
51310	Life insurance	2,186	2,494	<span style="color: red;">D</span> 308
<b>Total Salaries and Benefits</b>		1,532,424	1,680,541	148,117
<b>Administrative and Office Expenses</b>				
60110	Accounting software and services	10,000	75,000	<span style="color: red;">E</span> 65,000
60120	Advertising and marketing	55,000	60,000	5,000
60121	Audit services	39,000	39,000	-
60123	Board meetings	2,800	3,200	400
	Capital Outlay	50,000	50,000	<span style="color: red;">E</span> -
60126	Computer accessories	12,500	10,000	(2,500)
60191	Computer equipment	-	7,500	7,500
60127	Consulting	175,000	220,000	<span style="color: red;">F</span> 45,000
60128	Contingency	131,491	110,974	(20,517)
60140	Data processing	40,000	45,000	5,000
60150	Dues and memberships	30,000	40,000	10,000
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	37,590	37,590	<span style="color: red;">G</span> -
60162	Insurance and surety bonds	2,200	2,200	-
70120	Insurance - building	7,100	13,000	5,900
60166	Interest - line of credit	25,000	-	(25,000)
60206	Internet	12,500	12,500	-
60192	Lease - copier	2,870	2,870	-
60135	Legal expenses	60,000	60,000	-
60165	Maintenance and repairs - building	85,000	85,000	-

# 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 2025	Budget 2026	Increase/Decrease inDollars
60188	Office furniture	5,000	7,500	2,500
60180	Office supplies	25,000	20,000	(5,000)
60211	Phone System	4,650	4,650	-
60189	Postage	750	750	-
60200	Travel	30,000	35,000	5,000
60168	Trustee fees	15,000	15,000	-
60205	Utilities	17,000	17,000	-
60207	Website maintenance	7,000	7,000	-
<b>Total Administrative and Office Expenses</b>		<b>892,451</b>	<b>990,734</b>	<b>98,283</b>
<b>Total Operating Expenses</b>		<b>2,424,875</b>	<b>2,671,275</b>	<b>246,400</b>
<b>Operating Income (Loss)</b>		<b>1,915,825</b>	<b>1,919,425</b>	<b>3,600</b>
<b>Non-Operating Revenues (Expenses)</b>				
60185	2017 Refunding 2010A Principal & Interest	(1,205,100)	(1,208,700)	<span style="color: red;">H</span> (3,600)
60186	2019 Refunding 2010B Interest	(649,200)	(649,200)	<span style="color: red;">H</span> -
60197	2021 VRF Revenue Bond Interest	(111,525)	(111,525)	<span style="color: red;">H</span> -
14000	Capital Outlay (Bond Proceeds)	(1,700,000)	(300,000)	<span style="color: red;">I</span> 1,400,000
30000	2021 Bond Proceeds Reserve	1,700,000	300,000	<span style="color: red;">J</span> (1,400,000)
41300	TRZ Revenue	9,000,000	9,000,000	<span style="color: red;">K</span> -
70350	TRZ Expense	(9,000,000)	(9,000,000)	<span style="color: red;">L</span> -
30000	Reserve	50,000	50,000	<span style="color: red;">M</span> -
<b>Total Non-Operating Revenues (Expenses)</b>		<b>(1,915,825)</b>	<b>(1,919,425)</b>	<b>(3,600)</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 2025  
Principal \$20,035,000 + \$5,472,188 interest = Total  
\$25,507,188

Vehicle Registration Fee Bonds	October 1, 2024	Reductions	September 30, 2025	Due within one year
2017 Refunding Revenue Bonds	\$ 2,320,000	\$ (1,135,000)	\$ 1,185,000	\$ 1,185,000
2019 Refunding Revenue Bonds	14,925,000	-	14,925,000	-
2021 Revenue Bonds	3,925,000	-	3,925,000	-
	21,170,000	(1,135,000)	20,035,000	1,185,000

Annual Debt Requirements VRF Bonds			
	Principal	Interest	Total
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
2030	1,400,000	534,725	1,934,725
Thereafter	13,630,000	2,151,113	15,781,113
Total	\$ 20,035,000	\$ 5,472,188	\$ 25,507,188

# TRZ Project Listing

## ATTACHMENT "B"

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### Cameron County Projects List

PROJECT AREA	PROJECT
BROWNSVILLE	Flor de Mayo International Bridge
BROWNSVILLE	US 281 Connector — 169 E to US 281
BROWNSVILLE	SH32/East Loop
BROWNSVILLE	SH 550 DC to Brownsville
BROWNSVILLE	West Blvd./West Rail Trail — 169E to B&M Bridge
BROWNSVILLE	SH 550 — 169E to SH 48, Including Gap 1 and Gap 2
BROWNSVILLE	Gateway Intl. Pedestrian Bridge & Support Structures
BROWNSVILLE	Realignment of International Blvd., Improvements on 6 <sup>th</sup> , 7 <sup>th</sup> , 10 <sup>th</sup> , 11 <sup>th</sup> and 12 <sup>th</sup> Streets
BROWNSVILLE	FM 511 - SH 4 to SH 48
BROWNSVILLE	Old Port Isabel Road — SH 550 to SH 100
BROWNSVILLE	FM 1732 — 169E to US 281
BROWNSVILLE	Dockberry Road
BROWNSVILLE	B&M Bridge & Access Roads
BROWNSVILLE	FM 1421 — 169E to US 281
BROWNSVILLE	Overpass at 169E and Veteran Bridge
BROWNSVILLE	New Boulevard from Sam Perl Blvd. to Palm Blvd.
BROWNSVILLE	South Port Connector — SH 4 to Ostos Road
BROWNSVILLE	Gateway Bridge to B&M Bridge- Roads, Hike & Bike Trails and Parking Garages
BROWNSVILLE	Dana Road — FM 802 to FM 3248
BROWNSVILLE	Interstate 69E & Highway 100 Area
HARLINGEN	FM 509 — US 281 to FM 106
HARLINGEN	FM 507 — Loop 499 to FM 508
HARLINGEN	Grimes Road — Loop 499 to SH 345
HARLINGEN	FM 1479 — 169E to US 281
HARLINGEN	Overpass at 281 and FM 509
HARLINGEN	FM 1925 — 169E to FM 491 (I 69 Connector)
HARLINGEN	Outer Parkway
HARLINGEN	FM 509 Extension — FM 508 to FM 1599
HARLINGEN	Rail/ Realignment on Commerce Street
LAGUNA VISTA	Buena Vista Road — Highway 100 to FM 510 or Centerline Road
LA FERIA	FM 506 — Interstate 2 to SH 107
LA FERIA	FM 506 — Interstate 2 to US 281
LOS FRESNOS	Cameron County Airport Improvements, Including Access Roads
LOS FRESNOS	Old Alice Road — SH 100 to Sports Park Blvd.
LOS FRESNOS	FM 1847 — FM 510 to Arroyo City
LOS FRESNOS	Whipple Road — FM 1575 to FM 1847
LOS FRESNOS	Sidewalks along FM 1847 — SH 550 to Henderson Road
OLMITO	UPRR Rail Line between Olmito Switchyard and Harlingen
PORT ISABEL	Port Isabel/SBND Road
PORT ISABEL	HWY 48 169E - SH100
SAN BENITO	US 281 — FM 1577 to County Line
SAN BENITO	FM 1577 — 169E to US 281
SAN BENITO	FM 510 — FM 509 to Buena Vista Road
SAN BENITO	SH 345 — 169E to US 281
SAN BENITO	US 77 South Parallel Corridor (All Phases)
SAN BENITO	SH 345 — 169E to US 281
SAN BENITO	San Jose Ranch Road — SH 345 to FM 509
SANTA ROSA	SH 107 — County Line to 169E
SOUTH PADRE	SPI 2 <sup>nd</sup> Access
SOUTH PADRE	SH 100 Improvements at SPI
SOUTH PADRE	SPI Queen Isabella Memorial Causeway Bike Lane

# 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. 22 Full Time Employees Salary and Benefits - 5% Cost-of-Living-Adjustment (COLA)
- F. HCTRA Back Office Support Flat Fee \$30K/month
- G. Toll consultant
- H. Toll Road mowing, debris removal, guard rail repairs, etc.
- I. Property/Workman's Comp insurance
- J. Maintenance on vehicle
- K. Toll System maintenance support Kapsch

Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
<b>Operating Revenue</b>				
41240	Pay By Mail	\$ 3,250,000	\$ 3,675,000	<span style="color: red;">A</span> \$ 425,000
41248	Fuego	750,000	865,000	<span style="color: red;">B</span> 115,000
41210	CUSIOP interop	1,295,000	1,350,000	<span style="color: red;">C</span> 55,000
41150	Interlocal revenue	43,600	43,600	<span style="color: red;">D</span> -
<b>Total Operating Revenue</b>		5,338,600	5,933,600	595,000
<b>Expenses</b>				
<b>Salaries and Benefits</b>				
51100	Salaries	795,673	944,180	<span style="color: red;">E</span> 148,507
51200	Payroll taxes	60,869	72,230	<span style="color: red;">E</span> 11,361
51300	Retirement	93,651	113,559	<span style="color: red;">E</span> 19,908
51400	Health Insurance	213,378	256,808	<span style="color: red;">E</span> 43,430
51310	Life Insurance	1,114	1,415	<span style="color: red;">E</span> 301
<b>Total Salaries and Benefits</b>		1,164,685	1,388,192	223,507
<b>Transaction processing costs</b>				
60176	HUB interop collection fees	120,000	80,000	(40,000)
60179	PBM court collections	10,000	10,000	-
60189	Postage	5,000	6,000	1,000
70146	HCTRA Back office	360,000	360,000	<span style="color: red;">F</span> -
70130	Toll operational support	100,000	75,000	<span style="color: red;">G</span> (25,000)
<b>Total transaction processing costs</b>		595,000	531,000	(64,000)
<b>Roadside maintenance</b>				
60170	Facility landscaping and maintenance	250,000	300,000	<span style="color: red;">H</span> 50,000
60194	Rental - maintenance equipment	12,000	12,000	-
60195	Rental - storage unit	10,000	10,000	-
60196	Shipping charges	2,500	2,500	-
60210	Utilities - electricity SH550	33,000	34,500	1,500
70120	Property/Workmans Comp insurance	93,600	125,000	<span style="color: red;">I</span> 31,400
70125	Vehicle maintenance	15,000	15,000	<span style="color: red;">J</span> -
70140	Toll system maintenance and monitoring	300,000	300,000	<span style="color: red;">K</span> -
<b>Total roadside maintenance</b>		716,100	799,000	82,900

# Toll Operation Budget - Continued

- L. Capital outlay
- 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 minimum payment
- N. Toll Revenue Bonds Long Term Debt Principal & Interest

Account	Account name	Budget 2025	Budget 2026	Increase/(Decrease) in Dollars
<b>CSC Indirect/overhead</b>				
60120	Advertising and marketing	250,000	300,000	50,000
	Capital Outlay	75,000	75,000	<span style="color: red;">L</span>
60126	Computer accessories	15,000	15,000	-
60135	Legal expense	35,000	35,000	-
60150	Dues & memberships	12,000	12,000	-
60160	Education and training	10,000	10,000	-
60161	Fiscal agent fees	5,200	5,200	-
60165	Maintenance & repairs	125,000	125,000	-
60180	Office supplies	30,000	20,000	(10,000)
60188	Office furniture	10,000	5,000	(5,000)
60191	Computer equipment	12,500	12,500	-
60200	Travel	50,000	50,000	-
60206	Internet/ Phones	26,292	26,292	-
60205	Utilities - Toll office	15,000	15,000	-
60128	Contingency	446,042	666,451	220,409
<b>Total CSC Indirect/overhead</b>		1,117,034	1,372,443	255,409
<b>Total Operating Expenses</b>		3,592,819	4,090,635	497,816
<b>Operating Income (Loss)</b>		1,745,781	1,842,965	97,184
<b>Non-Operating Revenues (Expenses)</b>				
42150	Pass through revenue agreement	1,385,000	1,385,000	<span style="color: red;">M</span>
60181	2014 CO Toll Revenue Bonds Principal & Inter	(294,531)	-	<span style="color: red;">N</span>
60183	2015 CO Toll Revenue Bonds Interest	(309,588)	(309,113)	<span style="color: red;">N</span>
60184	2016 Toll Refund Bonds Principal & Interest	(649,700)	(649,700)	<span style="color: red;">N</span>
60187	2020 Toll Refund Bonds Principal & Interest	(1,725,462)	(1,854,402)	<span style="color: red;">N</span>
60198	2024 Toll Refund Bonds Principal & Interest	(151,500)	(414,750)	<span style="color: red;">N</span>
<b>Total Non-Operating Revenues (Expenses)</b>		(1,745,781)	(1,842,965)	(97,184)
<b>Net Increase (Decrease) after Non-Operating Revenues (Expenses)</b>		\$ -	\$ -	\$ (0)

# Long Term Debt Payable and Annual Debt Requirements

## Toll Revenue Bonds

- Revenue Bond Debt Payable @ FY 2025
- Principal \$45,565,000 + interest \$15,394,506 = totaling \$60,959,506

### Revenue & Tax Bonds (SH550)

2014 Revenue & Tax Bonds	290,000	(290,000)	-	-
2015 Revenue & Tax Bonds	3,755,000	(180,000)	3,575,000	185,000
2016 Refunding Revenue & Tax	15,805,000	-	15,805,000	-
2020 Refunding Revenue & Tax	24,305,000	(1,150,000)	23,155,000	1,300,000
2024 Refunding (2014 Revenue Bond)	3,030,000	-	3,030,000	270,000
	47,185,000	(1,620,000)	45,565,000	1,755,000

### Annual Debt Requirements Toll Revenue Bonds

	Principal	Interest	Total
2026	\$ 1,755,000	\$ 1,472,965	\$ 3,227,965
2027	1,880,000	1,427,935	3,307,935
2028	2,000,000	1,378,187	3,378,187
2029	2,125,000	1,323,910	3,448,910
2030	2,270,000	1,264,945	3,534,945
Thereafter	35,535,000	8,526,564	44,061,564
Total	<u>\$ 45,565,000</u>	<u>\$ 15,394,506</u>	<u>\$ 60,959,506</u>