

COUNTY OF CAMERON **§**

12:00 Noon

HORACIO BARRERA
ABSENT

RMA Minutes\April 28, 2017-Special\Page 1



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Sylvia Garza-Perez
County Clerk
By
Enrique Lerma, Deputy
Cameron County

AGENDA

Special Meeting of the Board of Directors of the Cameron County Regional Mobility Authority

**CCRMA Administrative Office
3470 Carmen Avenue – Suite 4
Rancho Viejo, Texas 78575**

Friday, April 28, 2017

12:00 Noon

PUBLIC COMMENTS:

1. Public Comments.

CONSENT ITEMS:

2. All Item(s) under the Consent RMA Agenda are heard collectively unless opposition is presented, in which case the contested Item will be considered, discussed, and appropriate action taken separately.

- A. Consideration and Approval of the Minutes for:

March 23, 2017 – Special Meeting.

- B. Consideration and Approval of Resolutions in support of SB 1959, HB 1589, HB 1796, HB 2861 and HB 2915 in regards to Comprehensive Development Agreements.

ITEMS FOR DISCUSSION AND ACTION:

3. Action Items.

- A. Approval of Claims.

- B. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the Port Connector Project.

- C. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Pharr for a Toll Collection System at the Pharr Reynosa International Bridge.

D. Consideration and Approval of Supplemental Work Authorization No. 03 to Work Authorization No. 05 with HNTB for the Port Connector Project.

E. Consideration and Authorization to award bid for the SH 550 Gap 1 Project.

EXECUTIVE SESSION

4. Executive Session.

A. Confer with Legal Counsel regarding Toll Revenue Collections, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) and (2).

B. Deliberation and Discussion regarding Personnel Issues, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074.

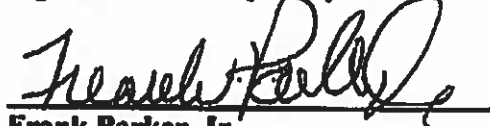
5. Action Relative to Executive Session.

A. Possible Action.

B. Possible Action.

ADJOURNMENT:

Signed this 25th day of April 2017.

A handwritten signature in black ink, appearing to read "Frank Parker, Jr.", written over a horizontal line.

**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.

PUBLIC COMMENTS

1 PUBLIC COMMENTS

None were presented.

CONSENT ITEMS

ALL ITEM(S) UNDER THE CONSENT RMA AGENDA ARE HEARD COLLECTIVELY UNLESS OPPOSITION IS PRESENTED, IN WHICH CASE THE CONTESTED ITEM WILL BE CONSIDERED, DISCUSSED AND APPROPRIATE ACTION TAKEN SEPARATELY

2-A Consideration and Approval of the Minutes for:

March 23, 2017 – Special Meeting

Secretary Garza moved to approve the minutes for March 23, 2017 Special Meeting. The motion was seconded by Director Esparza and carried unanimously.

2-B Consideration and Approval of Resolutions in support of SB 1959, HB 1589, HB 1796, HB 2861 and HB 2915 in regards to Comprehensive Development Agreements.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board and explained to them the need for the Resolutions.

Director Esparza moved to approve the Resolutions in support of SB 1959, HB 1589, HB 1796, HB 2861 and HB 2915 in regards to Comprehensive Development Agreements. The motion was seconded by Secretary Garza and carried unanimously.

The Resolutions is as follows:

ACTION ITEMS

3-A Approval of Claims

The attached claims were presented to the Board of Directors for approval.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims.

Director Scaief moved to approve the Claims as presented. The motion was seconded by Director Esparza and carried unanimously.

The Claims are as follows:

3-B Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the Port Connector Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Agreement with the Board. Mr. Sepulveda further stated that the purpose of the Agreement with the Brownsville Navigation District is to jointly advance the Port Connector Project by developing an environmental document and get environmental clearance for the Project from SH 4 to Ostos Road.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the Brownsville Navigation District for the Port Connector Project. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

3-C Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Pharr for a Toll Collection System at the Pharr Reynosa International Bridge.

Mr. Adrian Rincones, RMA Chief Financial Officer presented the item, discussion took place regarding the details of the proposal and the benefits to the SH 550 in being interoperable with the Pharr Bridge. Mr. Rincones explained the process of the interoperability and how the Cameron County Regional Mobility Authority (CCRMA) was positioning itself to have a long term value with the opportunity. Director Scaief asked what other benefits would be derived. Mr. Rincones explained that this project would help the CCRMA in the future if it desired to issue its own AVI Tags through the Back Office. Chairman Parker asked whether a markup was being added to the price for CCRMA, Mr. Rincones responded no markup is being added to cover CCRMA personnel time.

Director Scaief moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and the City of Pharr for a Toll Collection System at the Pharr Reynosa International Bridge. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

3-D Consideration and Approval of Supplemental Work Authorization No. 03 to Work Authorization No. 05 with HNTB for the Port Connector Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for the Supplemental Work Authorization.

Director Esparza moved to approve Supplemental Work Authorization No. 03 to Work Authorization No. 05 with HNTB for the Port Connector Project. The motion was seconded by Secretary Garza and carried unanimously.

The Supplemental Work Authorization is as follows:

3-E Consideration and Authorization to award bid for the SH 550 Gap 1 Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director presented and discussed the item in detail with the Board. Mr. Sepulveda also informed the Board that the Texas Department of Transportation (TxDOT) has reviewed the bid package and analysis and they concur with awarding the low bid to Foremost Paving, Inc.

Director Scaief moved to approve awarding the bid for the SH 550 Gap 1 Project subject to the 2nd Texas Transportation Commission reading. The motion was seconded by Director Esparza and carried unanimously.

EXECUTIVE SESSION ITEMS

Secretary Garza made a motion at 12:47 P.M. to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously.

EXECUTIVE SESSION:

4-A Confer with Legal Counsel regarding Toll Revenue Collections, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) and (2).

4-B Deliberation and Discussion regarding Personnel Issues, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074.

Secretary Garza moved to come back into open session at 1:16 P.M. The motion was seconded by Director Esparza and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION:

- 5-A Confer with Legal Counsel regarding Toll Revenue Collections, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) and (2).**

Secretary Garza moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

- 5-B Deliberation and Discussion regarding Personnel Issues, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.074.**

Secretary Garza moved to proceed as discussed in Executive Session. The motion was seconded by Director Esparza and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Secretary Garza and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:17 P.M.

APPROVED this 11th day of May 2017.


CHAIRMAN FRANK PARKER, JR.

ATTESTED: 
SECRETARY DAVID N. GARZA

**2-B CONSIDERATION AND APPROVAL OF RESOLUTIONS IN SUPPORT OF
SB 1959, HB 1589, HB 1796, HB 2861 AND HB 2915 IN REGARDS TO
COMPREHENSIVE DEVELOPMENT AGREEMENTS.**

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION IN SUPPORT OF S.B. 1959 AUTHORED BY
SENATOR EDDIE LUCIO, JR.**

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CCRMA is governed by Chapter 370 of the Texas Transportation Code, which authorizes regional mobility authorities to study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects, individually or as one or more systems, provided that the projects are included in a plan approved by the applicable metropolitan planning organization and that the projects are consistent with the statewide transportation plan and the statewide transportation improvement program; and

WHEREAS, the CCRMA currently has Comprehensive Development Authority on the SPI 2nd Access and Outer Parkway Projects until August 31, 2017, and the proposed legislation will extend CDA ability for six more years; and

WHEREAS, the CCRMA supports CDA Legislation for the Hidalgo County Loop Project, International Bridge Trade Corridor Project, the U.S. Highway 83 La Joya Relief Route Project and the State Highway 68 Project in Hidalgo County; and

WHEREAS, the CCRMA believes that the CDA or Public Private Partnership model is a necessary finance tool that should be kept intact to attract finance for viable projects that can be built today.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors hereby requests the support of its delegation in the Texas legislature on these bills that will improve connectivity in the Rio Grande Valley and will provide more efficient trade corridors, create a better quality of life for all and enhance economic development as well as attract industry to the Rio Grande Valley.

Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 28th day of April, 2017.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FRANK PARKER, JR.
RMA CHAIRMAN

absent


RUBEN GALLEGOS, JR.
RMA VICE CHAIRMAN



MICHAEL F. SCAIEF
RMA TREASURER

absent

NAT LOPEZ
RMA DIRECTOR



DAVID N. GARZA
RMA SECRETARY



MARK ESPARZA
RMA DIRECTOR

absent

HORACIO BARRERA
RMA DIRECTOR

By: Lucio

S.B. No. 1959

A BILL TO BE ENTITLED

AN ACT

1
2 relating to certain comprehensive development agreements of the
3 Texas Department of Transportation or a regional mobility
4 authority.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Section 223.2011, Transportation Code, is
7 amended by amending Subsections (a), (b), (c), and (f) and adding
8 Subsection (a-1) to read as follows:

9 (a) Notwithstanding Sections 223.201(f) and 370.305(c), the
10 department or an authority under Section 370.003 may enter into a
11 comprehensive development agreement relating to improvements to,
12 or construction of, all or part of:

13 (1) the Loop 1 (MoPac Improvement) project from
14 Farm-to-Market Road 734 to Cesar Chavez Street;

15 (2) the U.S. 183 (Bergstrom Expressway) project from
16 Springdale Road to Patton Avenue;

17 (3) ~~[a project consisting of the construction of]~~

18 ~~[(2)]~~ the Outer Parkway Project in Cameron County
19 from U.S. Highway 77 to Farm-to-Market Road 1847; ~~[and]~~

S.B. No. 1959

1 (6) [~~45~~] the Loop 375 Border Highway West project in
2 El Paso County from Race Track Drive to U.S. Highway 54;

3 (7) [~~46~~] the Northeast Parkway project in El Paso
4 County from Loop 375 east of the Railroad Drive overpass to the
5 Texas-New Mexico border;

6 (8) [~~47~~] the Loop 1604 project in Bexar County;

7 (9) [~~48~~] the Hidalgo County Loop project; ~~and~~

8 (10) [~~49~~] the International Bridge Trade Corridor
9 project; and

10 (11) the Farm-to-Market 1925 project from U.S. Highway
11 281 in Hidalgo County to U.S. Highway 77 in Cameron County.

12 (a-1) The department or an authority under Section 370.003
13 may combine the projects described by Subsections (a)(3) and (4)
14 into one comprehensive development agreement.

15 (b) Before the department or an authority may enter into a
16 comprehensive development agreement under this section, the
17 department or the authority, as applicable, must:

18 (1) obtain the appropriate environmental clearance:

19 (A) for the project; or

20 (B) for the initial or base scope of the project
21 if the project agreement provides for the phased construction of
22 the project; and

1 commission on the status of a project described by Subsection
2 (a). The report must include:

3 (1) the status of the project's environmental
4 clearance;

5 (2) an explanation of any project delays; and

6 (3) if the procurement is not completed, the
7 anticipated date for the completion of the procurement.

8 (f) The authority to enter into a comprehensive development
9 agreement under this section expires August 31, 2023 [2017].

10 SECTION 2. This Act takes effect immediately if it receives
11 a vote of two-thirds of all the members elected to each house, as
12 provided by Section 39, Article III, Texas Constitution. If this
13 Act does not receive the vote necessary for immediate effect, this
14 Act takes effect August 28, 2017.

**SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY**

**RESOLUTION IN SUPPORT OF H.B. 1589, 2915, 1796 AND 2861
AUTHORED BY REPRESENTATIVES RENE O. OLIVEIRA, EDDIE LUCIO, III,
LARRY PHILLIPS AND ARMANDO MARTINEZ**

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") was created pursuant to the request of Cameron County and in accordance with provisions of the Transportation Code and the petition and approval process established in 43 Tex. Admin. Code § 26.01, *et seq.* (the "RMA Rules"); and

WHEREAS, the Board of Directors of the CCRMA has been constituted in accordance with the Transportation Code and the RMA Rules; and

WHEREAS, the CCRMA is governed by Chapter 370 of the Texas Transportation Code, which authorizes regional mobility authorities to study, evaluate, design, finance, acquire, construct, maintain, repair, and operate transportation projects, individually or as one or more systems, provided that the projects are included in a plan approved by the applicable metropolitan planning organization and that the projects are consistent with the statewide transportation plan and the statewide transportation improvement program; and

WHEREAS, the CCRMA currently has Comprehensive Development Authority on the SPI 2nd Access and Outer Parkway Projects until August 31, 2017, and the proposed legislation will extend CDA ability for six more years; and

WHEREAS, the CCRMA supports CDA Legislation for the Hidalgo County Loop Project, International Bridge Trade Corridor Project, the U.S. Highway 83 La Joya Relief Route Project and the State Highway 68 Project in Hidalgo County; and

WHEREAS, the CCRMA believes that the CDA or Public Private Partnership model is a necessary finance tool that should be kept intact to attract finance for viable projects that can be built today.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors hereby requests the support of its delegation in the Texas legislature on these bills that will improve connectivity in the Rio Grande Valley and will provide more efficient trade corridors, create a better quality of life for all and enhance economic development as well as attract industry to the Rio Grande Valley.

Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 28th day of April, 2017.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



FRANK PARKER, JR.
RMA CHAIRMAN

absent


RUBEN GALLEGOS, JR.
RMA VICE CHAIRMAN




MICHAEL F. SCAIEF
RMA TREASURER

absent

NAT LOPEZ
RMA DIRECTOR



DAVID N. GARZA
RMA SECRETARY



MARK ESPARZA
RMA DIRECTOR

absent

HORACIO BARRERA
RMA DIRECTOR

By: Phillips

H.B. No. 2861

A BILL TO BE ENTITLED

AN ACT

1
2 relating to Texas Department of Transportation and regional
3 mobility authority comprehensive development agreements.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

5 SECTION 1. Section 223.201, Transportation Code, is amended
6 by adding Subsection (f-1) and amending Subsections (g) and (j) to
7 read as follows:

8 (f-1) This subsection expires August 31, 2019.

9 Notwithstanding Subsection (f), the department may enter into a
10 comprehensive development agreement for:

11 (1) the Interstate Highway 35 project in Travis County
12 from Farm-to-Market Road 1431 to State Highway 45 Southeast;

13 (2) the Interstate Highway 45 North project in Harris
14 County from Beltway 8 to Interstate Highway 10;

15 (3) the Hempstead Managed Tollway project in Harris
16 County from State Highway 99 to the Interstate Highway
17 610/Interstate Highway 10 interchange;

18 (4) the Interstate Highway 30 project in Tarrant
19 County from Interstate Highway 35W to east of Fielder Road;

1 (7) the Interstate Highway 35 project in Bexar,
2 Guadalupe, and Comal Counties from AT&T Center Parkway to
3 Farm-to-Market Road 1103.

4 (g) The department may combine in a comprehensive
5 development agreement under this subchapter:

6 (1) a toll project and a rail facility as defined by
7 Section 91.001; or

8 (2) two or more projects described by this section
9 ~~[Subsection (f)]~~.

10 (j) Before the department may enter into a comprehensive
11 development agreement under this section ~~[Subsection (f)]~~, the
12 department must:

13 (1) for a project other than the State Highway 99
14 (Grand Parkway) project, obtain~~[, not later than August 31, 2017,]~~
15 the appropriate environmental clearance:

16 (A) for the project; or

17 (B) for the initial or base scope of the project
18 if the project agreement provides for the phased construction of
19 the project; and

20 (2) present to the commission a full financial plan
21 for the project, including costing methodology and cost proposals.

22 SECTION 2. Section 223.2C11, Transportation Code, is

1 development agreement for:

2 (1) the Loop 1604 project in Bexar County from
3 Interstate Highway 35 to State Highway 16;

4 (2) the Outer Parkway project in Cameron County from
5 U.S. Highway 77 to Farm-to-Market Road 1847;

6 (3) the South Padre Island Second Access Causeway
7 project from State Highway 100 to Park Road 100;

8 (4) the Hidalgo County Loop project;

9 (5) the International Bridge Trade Corridor project;

10 (6) the Farm-to-Market 1925 project in Cameron and
11 Hidalgo Counties;

12 (7) the U.S. Highway 83 La Joya Relief Route project in
13 Hidalgo County; and

14 (8) the State Highway 68 project in Hidalgo County.

15 (b) Before the department or an authority may enter into a
16 comprehensive development agreement under this section, the
17 department or the authority, as applicable, must:

18 (1) obtain the appropriate environmental clearance:

19 (A) for the project; or

20 (B) for the initial or base scope of the project

21 if the project agreement provides for the phased construction of
22 the project; and

H.B. No. 2861

1 2017.

2 SECTION 3. This Act takes effect immediately if it receives
3 a vote of two-thirds of all the members elected to each house, as
4 provided by Section 39, Article III, Texas Constitution. If this
5 Act does not receive the vote necessary for immediate effect, this
6 Act takes effect September 1, 2017.

3-A APPROVAL OF CLAIMS.



MEMORANDUM

TO: Chairman and Board Members

FROM: Adrian Rincones, Chief Financial Officer

RE: Claims

DATE: April 28, 2017



Digitally signed by Adrian A. Rincones
DN: cn=Adrian A. Rincones,
o=CCGRMA, ou,
email=arincones@ccgrma.org,
c=US
Date: 2017.04.28 09:11
-05'00'

Attached are the claims paid on March 31, April 6, April 13, April 19 and April 25, 2017, for Administrative and Toll Operations that are being presented for the Board's acknowledgement.

Also attached, Administrative and Toll Operations claims being presented to the Board for consideration for April 28, 2017. Staff recommends approval of the claims.



Claims Acknowledgement - Administrative

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Claims Paid March 31, 2017				
Adrian	Adrian Rincones	AR 3.28.17	271.72	CFO Travel Reimbursement for Site Visits Cameron County Parks. Rent car and gas.
Adrian	Adrian Rincones	AR 3.31.17	483.58	CFO Office Supplies, Postage and Mark Supplies Reimb
Adrian	Adrian Rincones	AR Feb 2017	193.14	CFO Mileage Reimbursement for Feb 2017
Adrian	Adrian Rincones	AR Mar 2017	28.46	CFO Mileage Reimb for March 2017
April Romero	April Romero	April 3.31.17	52.11	Executive Assistant & Proj Coordinator Travel Reimbursement
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ 3.28.17	815.01	Executive Director travel reimbursement for meetings in Austin with State Legislators
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	April 2017	1,750.00	Admin offices April 2017 rent
ROBINSON DUFFY & BAR	ROBINSON DUFFY & BARNARD, LLP	C2013-264-2	250.00	West Rail Project Parcel 23 - RECL Limited Consultation
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2017-04	3,643.42	Employee health insurance April 2017
ZIEGNER	ZIEGNER TECHNOLOGIES	103223	402.00	Hosting services for Accounting April 2017
Total:			<u>7,889.44</u>	
Claims Paid April 6, 2017				
Lone Star Shredding	Lone Star Shredding Document Storage	1932716	52.50	Monthly shredding services
Michelle Lopez	Michelle Lopez	ML 3.31.17	631.73	Marketing Director Travel Reimbursement for Feb and Mar 2017
NASCO, Inc.	North American Strategy for Competitiveness	000311	500.00	NASCO Annual Membership Apr 2017 - Mar 2018
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ 4.4.17	981.47	Executive Director travel reimbursement
Sullivan Public Affa	Sullivan Public Affairs	CC032017	7,500.00	Government relations monthly consultation March 2017
TML	Texas Municipal League Intergovernmental Risk Pool	TML 4.1.17	165.50	Building insurance windstorm/auto lia/ erros & omission
Xerox	Xerox	088658438	457.89	Admin Printing services
Total:			<u>10,289.09</u>	
Claims Paid April 19, 2017				
AFLAC	Aflac	970391	126.46	Employee Supplemental Insurance
BNY	Bank of New York Mellon	252-2014864	1,375.00	Admin and Agent Fees Rev & Tax Bonds Series 2014
BNY	Bank of New York Mellon	2522014865	1,375.00	Admin and Agent Fees for Rev & Tax Bonds Series 2015
Emp Ericka Trevino	Ericka Trevino	ET 4.10.17	112.46	Accountant Travel Reimbursement for Training
Gexa Energy	Gexa Energy, LP	2150840-3 4.14.17	138.00	Admin office energy services
JWH and Associates	JWH and Associates, Inc.	1017	660.00	West Rail Proj review and discussions regarding Invoices, approval and filing with county clerk
Ogilvy Public	Ogilvy Public Relations Worldwide	91396572	15,000.00	Monthly Government Relations Consultation
Texas Comptroller	Texas Comptroller of Public Accounts	4.10.17	100.00	Annual Membership Fee
The Rentfro Law Fir	The Rentfro Law Firm, PLLC.	021256	320.00	Legal Services for West Rail Matters - General
The Rentfro Law Fir	The Rentfro Law Firm, PLLC.	021257	32.00	Legal Services for West Rail Matters - David & Diane
The Rentfro Law Fir	The Rentfro Law Firm, PLLC.	021258	1,865.98	Legal Services for West Rail Matters - Interpleader Lawsuits
The Rentfro Law Fir	The Rentfro Law Firm, PLLC.	021259	64.00	Legal Services for West Rail Matters - General Matters
Verizon Wireless	Verizon Wireless	7508695319	236.17	Hotspot monthly services
VMUD	Valley Municipal Utility District	Mar 2017 - 8005	35.55	Admin office water utilities
VMUD	Valley Municipal Utility District	Mar 2017 - 8105	36.68	Admin office water utilities
Total:			<u>21,477.30</u>	
Claims Paid April 25, 2017				
Blanca C. Betancourt	Blanca C. Betancourt	BCB 4.20.17	125.83	Administrative Assistant Reimbursement. for office supplies and postage
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ 4.12.17	902.64	Executive Director Travel Reimb for Transportation Comm. Hearings
Superior Alarms	Superior Alarms	596084	75.00	Alarm services for Admin Office Q2
Total:			<u>1,103.47</u>	
Grand Total:			<u>40,759.30</u>	



Claims Acknowledgement - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Claims Paid March 31, 2017				
Adrian	Adrian Rincones	AR 3.31.17	1,005.00	CFO Office Supplies, Postage and Mark Supplies Reimb
BND	Brownsville Navigation District	2017030031	447.50	Advertisement of quarter page with Port of Bville for TPS
Core Business	Core Business Solutions, Inc	5013163	685.85	Call center equipment and installation
Franco San Miguel	FRANCISCO J SANMIGUEL	Feb 2017	2,000.00	Toll Operations Maintenance Performed for Feb 2017
Prisciliano Delgado	Prisciliano Delgado	10523	200.00	Lawn care monthly services for Mar 2017
SD Javier Reyna	Javier Reyna	SD JR 3.31.17	150.00	SH550 road closure maintenance
The Grafik Spot LLC	The Grafik Spot LLC	3416	250.00	TPS Logo promo t-shirts
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2017-04	2,518.00	Employee health insurance April 2017
TIFT	Texas International Fishing Tournament, Inc.	1576	5,000.00	Fishing Tournament Sponsorship
TXU	TXU Energy	055301862521-1765	392.98	Energy services for SH550-Direct Connector
TXU	TXU Energy	055301862521-3128	435.56	Energy services for SH550-FM1847
Total:			<u>13,084.89</u>	
Claims Paid April 6, 2017				
Alejandro Carpanzano	Alejandro Carpanzano-Ortiz	AC 4.1.17	32.00	Contractual image reviewers 4.1.17
Angelica Aguirre	Angelica Aguirre	AA 4.1.17	40.00	Contractual image reviewers 4.1.17, 4.3.17, 4.5.17 and 4.6.17
Angelica Aguirre	Angelica Aguirre	AA 4.1.17	105.60	Contractual image reviewers 4.1.17, 4.3.17, 4.5.17 and 4.6.17
Anjanelle Hernandez	Anjanelle Hernandez	AH 4.1.17	40.00	Contractual image reviewers 4.1.17
Culligan	Culligan of the Rio Grande Valley	March 2017	109.04	Water services for March 2017
Eleanor Kriegel	Eleanor Kriegel	EK 4.1.17	32.00	Contractual image reviewers 4.1.17
Fabiola Torres	Fabiola Torres	FT 4.1.17	40.00	Contractual image reviewers 4.1.17
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 11.16.16	30.25	Reimbursement for office supplies for BOS
Jegor Ashley Limas	Jegor Ashley Limas	JAL 4.1.17	32.00	Contractual image reviewers 4.1.17
Lynette Blackaller	Lynette Blackaller	LB 4.1.17	32.00	Contractual image reviewers 4.1.17
Megashine Cleaning L	Megashine Cleaning LLC	1029	1,200.00	Cleaning Services for April 2017
PUB	Public Utilities Board	March 2017 - 600710	254.07	SH550 Energy Services for Direct Connector
Reliant	Reliant	124004821408	355.27	Tolls office energy services
Reysa Reyes	Reysa Reyes	RR 4.1.17	32.00	Contractual image reviewers 4.1.17
RGV Spotlight	RGV Spotlight	Inv-0A13013B	4,958.90	Monthly marketing labor and annual report printing
Rio Storage BRN, LLC	Rio Storage BRN	April 2017	169.00	Storage monthly rent April 2017
Time Warner Cable	Time Warner Cable Business Class	TWC April 2017	1,839.09	Tolls office internet and phone services
TML	Texas Municipal League Intergovernmental Risk Pool	TML 4.1.17	14,490.25	Building insurance windstorm/auto lia/ erros & omission
Xerox	Xerox	088658439	278.04	Tolls printing services rent
Xerox Corporation	Xerox Financial Services LLC	779796	1,000.77	Mailing room printer services
Total:			<u>25,070.28</u>	
Claims Paid April 13, 2017				
Daniel Huerta	Daniel Huerta	DH 4.7.17	210.00	SH550 Road Closure Maintenance
Matus Contractor Co	Matus Contractor Company	48	4,500.00	SH550 cutting grass, garbage collection and herbicide application
SD Karen Barrientos	Karen Barrientos	KB 4.7.17	210.00	SH550 Road Closure Maintenance
Total:			<u>4,920.00</u>	
Claims Paid April 19, 2017				
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 4.19.17	308.40	Reimbursement for Toll Maint. Equipment Rental
Franco San Miguel	FRANCISCO J SANMIGUEL	March 2017	2,000.00	Toll Operations Maintenance for March 2017
Rio Storage BRN, LLC	Rio Storage BRN	May 2017	169.00	Storage Rent
US Post Master	US Post Master	USPS 4.12.17	15,000.00	USPS Account Replenishment for Permit Account for Mailing Toll Correspondance
VMUD	Valley Municipal Utility District	Mar 2017 - 6808	35.17	Tolls office water utilities
US Post Master	US Post Master	USPS 4.19.17	5,000.00	Stamps for Mailing Toll Correspondance
Total:			<u>27,512.57</u>	
Claims Paid April 25, 2017				
Angelica Aguirre	Angelica Aguirre	AA 4.13.17	326.37	Image Review Contract Labor
Anjanelle Hernandez	Anjanelle Hernandez	AH 4.13.17	56.00	Image Review Contractual 4.3.17 - 4.13.17
Fabiola Torres	Fabiola Torres	FT 4.13.17	164.00	Image Review Contractual 4.3.17 - 4.13.17
PUB	Public Utilities Board	Apr 2017 - 588837	237.55	Energy services for SH550 - Port Spur
Raul Ortega	Raul Ortega	RO 4-24-17	56.00	Contract Labor for Image Review
TxTag	TxTag CSC	TXTag 4.21.17	5,000.00	TXTag Account Replenishment
Total:			<u>5,839.92</u>	
Grand Total:			<u>71,427.66</u>	



Claims for Consideration and Approval - Administrative

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
April 28, 2017				
Adrian	Adrian Rincones	AR 4.25.17	1,861.68	CFD Reimbursement for Office Supplies
Clore Construction	Clore Construction LLC	1	49,566.14	#1 invoice for Maintenance improvement SH550
Gexa Energy	Gexa Energy, LP	April 2017	85.48	Admin Office Monthly Energy Services
Locke Lord	Locke Lord LLP	1314527	8,594.40	Legislative services for Feb 2017
Locke Lord	Locke Lord LLP	1314637	3,444.30	Monthly Legal Services for Feb 2017
Locke Lord	Locke Lord LLP	1314639	10,210.00	Toll Operations Legal Services Interop with Pharr and Procurement
Locke Lord	Locke Lord LLP	1314640	1,444.00	SPI 2nd Access TRZ review of AG
Locke Lord	Locke Lord LLP	1314641	7,665.00	ILA for Toll Operations - Pharr Bridge
Mcallen Chamber	Mcallen Chamber of Commerce	38162	250.00	Annual Membership for 1.7.17 - 1.6.18
Staples	Staples	Staples 4.14.17	162.42	Monthly office supplies
TML Emp Health	TML Intergovernmental Employee Benefits Pool	2017-05	3,787.48	Employees Health Insurance Benefits
Report Total:			<u>87,070.90</u>	



Claims for Consideration and Approval - Toll Operations

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
April 28, 2017				
Fagan Consulting	Fagan Consulting LLC	CCOS1703	3,236.00	Toll Operations support and preparation for Interop with Pharr
Fagan Consulting	Fagan Consulting LLC	CCOS1703	12,255.88	Toll Operations support and preparation for Interop with Pharr
Fagan Consulting	Fagan Consulting LLC	P4-1703	3,591.00	Project support BOS Implementation
Harland Technology S	Scantron Corporation	14055315	321.76	Xerox Formax Repairs for out pot bin not functioning
S&B	S&B Infrastructure, LTD	U2299.800-02	6,648.54	SH550 Slope Erosion Repair and Concrete Barrier Installation
Staples	Staples	Staples 4.14.17	773.37	Monthly office supplies
TML Emp Health	TML Intergovernmental Employee	2017-05	2,626.72	Employees Health Insurance Benefits
TollPlus LLC	TollPlus LLC	O17011	201,926.03	Milestone 8 System Acceptance - TollPlus
Report Total:			<u>231,379.30</u>	

**3-B CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE BROWNSVILLE NAVIGATION DISTRICT FOR
THE PORT CONNECTOR PROJECT.**

STATE OF TEXAS)
)
CAMERON COUNTY)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA" and the BROWNSVILLE NAVIGATION DISTRICT, hereinafter referred to as "PORT", pursuant to V.T.C.A., Government Code, and Chapter 791, whereby:

1. **PURPOSE OF INTERLOCAL AGREEMENT:** To advance the Port Connector Project, hereinafter referred to as the "Project", concept plan towards Construction Phase.
2. **PROJECT TO BE COMPLETED:** To develop an environmental document and get environmental clearance for the Project. Project Limits are from SH 4 to Ostos Road.
3. **CCRMA HEREBY AGREES:**
 - a. To serve as the Project Sponsor and prepare environmental document;
 - b. To coordinate with the Texas Department of Transportation (TxDOT), Federal Highway Administration (FHWA), the Brownsville Metropolitan Planning Organization (MPO) and the PORT on activities necessary to advance the environmental document and get environmental clearance;
 - c. To meet monthly with representatives of the Port, TxDOT, FHWA and the MPO to discuss project activities or provide monthly progress reports of activities;
 - d. Develop project cost estimates and a schedule for the Project and provide updates of each monthly; and
 - e. To provide \$50,000.00 for preparation of environmental document.
4. **PORT HEREBY AGREES:**
 - a. To provide CCRMA with \$100,000.00 for preparation of environmental document;
 - b. Provide CCRMA or make available any previous environmental studies, schematics or design; and
 - c. Assist with any information the CCRMA or its Consultants might need to develop environmental document.
5. It is specifically understood and agreed that in the event insufficient funds are appropriated and/or budgeted concerning the obligations under this Interlocal Agreement on behalf of either of the Parties, then the Party with the insufficient funds shall notify the other Parties and this Interlocal 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.
6. This Interlocal Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the CCRMA or PORT. Any payments to be paid will be made from current revenues of the paying party.

7. This Interlocal Agreement shall have no legal force or effect until such time as it is properly Adopted and Approved by the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS and the BOARD OF THE BROWNSVILLE NAVIGATION DISTRICT.

Executed on this 19 day of April, 2017.

Attested by: _____

David N. Garza
CCRMA Secretary

Frank Parker, Jr.
CCRMA Chairman

Attested by: _____

Sergio "Tito" Lopez, Secretary
Brownsville Navigation District

John Wood, Chairman
Brownsville Navigation District

**3-C CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT
BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY AND THE CITY OF PHARR FOR A TOLL COLLECTION
SYSTEM AT THE PHARR REYNOSA INTERNATIONAL BRIDGE.**

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the 5th day of June, 2017, by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (the "CCRMA"), a political subdivision of the State of Texas, and the CITY OF PHARR, TEXAS (the "City"), (collectively, the "Parties").

RECITALS

WHEREAS, the CCRMA is a regional mobility authority created pursuant to the request of Cameron County and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 TEX. ADMIN. CODE §§ 26.1 *et seq.* (the "RMA Rules"); and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the CCRMA currently operates the SH 550 Toll Project and plans to develop and operate future toll projects (collectively, the "CCRMA Projects"); and

WHEREAS, the City currently operates the Pharr-Reynosa International Toll Bridge (the "Pharr Bridge") pursuant to Chapter 367 of the Texas Transportation Code; and

WHEREAS, the Pharr Bridge and the CCRMA Projects both utilize electronic toll collection systems that employ transponder devices to collect the tolls (the "ETC Systems") from customers of the City and the CCRMA; and

WHEREAS, effective June 2, 2015, the CCRMA and the City executed an interlocal agreement, pursuant to which the Parties agreed to operate their respective ETC Systems in an interoperable manner for the purposes of exchanging toll transactions generated by the users of their respective facilities (the "Interoperability ILA"); and

WHEREAS, effective November 12, 2015, the CCRMA and Schneider Electric Mobility NA, Inc., now known as Kapsch Trafficcom Transportation, North America ("Kapsch"), executed an agreement, pursuant to which Kapsch agreed to provide toll systems equipment, implementation, and maintenance services to the CCRMA (the "Kapsch Agreement"); and

WHEREAS, effective May 12, 2016, the CCRMA and TollPlus Inc. ("TollPlus") executed an agreement, pursuant to which TollPlus agreed to provide toll collection processing services to the CCRMA (the "TollPlus Agreement"); and

WHEREAS, the City is now in need of services related to acquisition and installation of new

toll collection equipment, toll system implementation services and support, toll systems maintenance services, and toll collection processing services related to operations of the Pharr Bridge; and

WHEREAS, the CCRMA, independently and by and through the services provided by Kapsch, TollPlus, and any other toll systems vendors and consultants to be procured by CCRMA (Kapsch, TollPlus, and any additional vendors and consultants are referred to herein, collectively, as the "Tolling Consultants"), has the expertise and infrastructure required to provide toll collection equipment, toll collection processing, toll systems implementation services, and toll systems maintenance services in connection with toll projects; and

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the CCRMA to provide needed toll systems equipment services, toll system implementation services and support, toll systems maintenance services, and toll collection processing services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect when approved by each party.

II. SERVICES

2.1. Provision of Services. Subject to the terms of this Agreement, the City shall utilize the resources of the CCRMA and/or the Tolling Consultants, in connection with the acquisition and installation of toll collection equipment, the provision of toll systems implementation and maintenance services, and toll collection processing services related to operations of the Pharr Bridge. The general Scope of Work to be provided by the CCRMA is set forth in Attachment "A" and a detailed allocation of responsibility for actions required to implement the toll collection system is set forth in Attachment "B".

2.2. Toll System Implementation Cost and Payment. The CCRMA shall design, acquire, install, and test the toll collection system and complete the tasks described in Attachments "A" and "B". The cost to the City for specific services and equipment, and the cost of the entire toll system required to collect and process tolls on the Pharr Bridge, shall not, without the prior written consent of the City, exceed the Cost Schedule provided in Attachment "C". The City shall pre-approve all purchases of toll system equipment, hardware and software. Upon receipt of ordered equipment, hardware and software, the CCRMA shall invoice the City with no markup from actual cost invoiced to the CCRMA for processing, handling, and administrative services. Title to all

equipment, hardware and software purchased by the City through the CCRMA and/or its consultants shall vest in the City after receipt of payment, and the City shall retain possession of such equipment, hardware and software upon termination of this Agreement. Labor, material and expense costs for CCRMA shall be invoiced to the City on a monthly basis.

2.3. Schedule for Toll Systems Implementation. The Parties acknowledge and agree that completing the work required under this Agreement and commencing toll revenue collection in a timely manner is of critical importance to the City. A schedule for the implementation process is attached hereto as Attachment "D". The CCRMA agrees to require, through any subcontracts, work authorizations, or other directives to its contractors and subcontractors, including without limitation the Tolling Consultants, that work be completed in a timely manner.

2.4. Toll System Maintenance Cost and Payment. Upon issuance by the City of a notice to proceed for maintenance services, the City shall pay a fixed monthly fee in the amount provided in the Cost Schedule in Attachment "C" for the maintenance services described in this Agreement which shall not, without prior written consent of the City, exceed the costs provided in Attachment "C". Any work resulting from software changes requested by the City and preventative or remote maintenance support resulting from any required onsite maintenance support other than scheduled preventative maintenance and tuning, including responding to outages and system problems, will be paid for by the City on a time and materials basis. The cost of maintenance services may be subject to annual adjustment as conditions and level of effort dictate, provided that any adjustment in the cost of maintenance services is subject to the written approval of the Parties. Labor, material and expense costs for the CCRMA and their consultants shall be invoiced to the City on a monthly basis. A detailed allocation of responsibility for actions required to maintain the toll collection system is set forth in Attachment "B".

2.5. Toll Processing Cost and Payment. The cost of toll processing services are provided in the Cost Schedule set forth in Attachment "C" and a detailed allocation of responsibility for actions required to operate the toll processing services is set forth in Attachment "B". In accordance with a schedule to be mutually agreed upon by the Parties, the CCRMA, by and through its Tolling Consultants, shall submit to the City a summary of toll related fees and costs charged and collected in providing the services under this Agreement.

III. GENERAL AND MISCELLANEOUS

3.1. Payment and Notices. All payments, written notices, demands, and other papers or documents to be delivered to either party under this Agreement shall be delivered by courier, hand delivery, or overnight express mail service, to:

To the CCRMA:	Cameron County Regional Mobility Authority 3461 Carmen Ave. Rancho Viejo, Texas 78575 Attn: CCRMA Executive Director
---------------	---

To the City:

City of Pharr
PO Box 1729
Pharr, Texas 78577
Attn: _____

All payments, written notices, demands, and other papers or documents served upon the Parties in the aforesaid manner will be deemed served or delivered for all purposes hereunder immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

3.2. Performance Measures. The toll system being installed and operated pursuant to this Agreement is compatible with the system in place on CCRMA facilities, and is functioning as an expansion of the system installed, operating and being maintained under the Tolling Consultants Agreements. As such, the CCRMA shall assure, through the Tolling Consultants Agreements, that the same performance measures are established and maintained (including penalties for non-compliance) for the system on the Pharr Bridge as are applicable to CCRMA facilities. The CCRMA shall enforce such measures and standards on the City's behalf, and the CCRMA shall not agree to modify performance measures or waive any incidents of non-compliance without the prior written consent of the City. Any amounts due for non-compliance shall be collected by the CCRMA and promptly remitted to the City; provided, however, that the CCRMA shall not be liable to the City for any amounts due for non-compliance which the CCRMA fails to enforce or collect from the Tolling Consultants. Further, the CCRMA shall not be liable to the City for any incidents of non-compliance of which the CCRMA is unaware and could not reasonably have been aware. The City shall have the right to independently audit system maintenance at any time in addition to audit rights which may exist and be enforced by the CCRMA through the Tolling Consultants Agreements.

3.3. Full Site Access The City agrees and acknowledges that it is necessary for the CCRMA and its contractors to have unfettered access to the Pharr Bridge and its associated equipment and facilities in order to deploy the equipment and perform the services detailed herein. The City agrees to coordinate such access and will assure that its employees and contractors assist with the activities of the CCRMA. The CCRMA will not be responsible for delays and any increased costs resulting from any interference with its activities.

3.4. Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in force and effect until June 5, 2027. The term of the Agreement may be extended by written agreement of the Parties. Notwithstanding the foregoing:

(a) in the event that the CCRMA enters into a contract for any portion of the Services with another provider prior to or upon termination of the Tolling Consultants Agreement which provides that portion of the Services, the CCRMA shall use its best efforts to continue to provide that portion of the Services to the City pursuant to the terms of this Agreement under the contract between the CCRMA and its new provider of that portion of the Services;

(b) if a Tolling Consultants Agreement is terminated, and the CCRMA has not entered into a contract for the portion of the Services provided under the terminated Tolling Consultants Agreement, the CCRMA's obligations pertaining to that portion of the Services under Article II of this Agreement shall terminate on the same day that the applicable Tolling Consultants Agreement terminates, provided that the CCRMA shall give the City written notice of the termination within ten (10) days of providing notice to or receiving notice from the Tolling Consultant;

(c) either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of the Services to be provided and operated in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice or, in the event of a non-monetary default, efforts to cure the default have not been commenced within thirty (30) days if the default is not of a nature that can be cured within thirty (30) days through reasonable efforts; and

(d) the Parties may mutually agree to terminate this Agreement.

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

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

3.7. Governmental Immunity. The parties acknowledge that this Agreement provides for the provision of goods and services and is subject to Tex. Loc. Gov't Code, Sec. 271.151, et. seq. Subject thereto, nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.8. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies

3.9. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent

practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

3.10. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

3.11. Audit. Upon reasonable advance notice, the Parties may audit each other's books and records that directly relate to the subject matter of this Agreement.

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

3.13. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Parties and their respective successors. Nothing in this Agreement nor in any approval subsequently provided by either Party hereto will be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

3.14. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of the Parties and their legal successors. Other than as provided in the preceding sentence, neither Party shall assign, sublet or transfer its respective interest in this Agreement without the prior written consent of the other Party to this Agreement, unless otherwise provided by law. Any assignment in violation of this paragraph shall be void and a default under this Agreement.

3.15. Limitations. All covenants and obligations of the Parties under this Agreement shall be deemed valid covenants and obligations of said entities, and no officer, director, or employee of the Parties shall have any personal obligations or liability hereunder.

3.16. Authorization. Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third Party is required to be obtained or made in connection with the execution delivery or performance of this Agreement. Each signatory on behalf of the Parties, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

3.17. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Party by any court, other governmental or judicial authority, or arbitrator

by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

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

3.19. Counter Parts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the Parties.

3.20. Headings. The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below, to be effective on the date listed above.

ATTEST:



Secretary of CCRMA

CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY



Frank Parker, Jr, Chairman

Date: 6/8/17

ATTEST:



Secretary of Pharr

CITY OF PHARR



Ambrosio Hernandez, Mayor

Date: 6/9/17

**CITY OF PHARR
CONTRACT**

NO C1617-70-510-0062

**APPROVED BY
CITY COMMISSION**

ON: 06-05-2017 HP

ATTACHMENT "A"
SCOPE OF WORK

ATTACHMENT "B"
ALLOCATION OF RESPONSIBILITY

ATTACHMENT "C"
COST SCHEDULE

ATTACHMENT "D"
SCHEDULE FOR TOLL SYSTEMS IMPLEMENTATION



Cameron County Regional Mobility Authority

Pharr-Reynosa International Bridge Toll Collection System

Scope of Work

Pharr-Reynosa International Bridge Toll Collection System

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Pharr-Reynosa International Bridge Toll Collection System

PRIB Overview

The PRIB, operated by the City of Pharr in Texas, serves as one of the most important ports on entry for the U.S.–Mexico border. The bridge handles commercial vehicles as well as passenger-operated vehicles. The PRIB connects U.S. 281 to the city of Reynosa, Tamaulipas, which is an important industrial city in northeastern Mexico and has become one of the fastest growing cities in Latin America.

Residents from Mexico call it, “The Intelligent Bridge” due to the state-of-the-art technology. GAMA Rays and Fast And Secure Trade program, known as FAST, are implemented by both the U.S. and Mexican Customs, which allows an expedited inspection of documents and cargo, and limits crossing time on the U.S.–Mexican border.

The Pharr Bridge strategic location, surrounding infrastructure, services and potential for growth, gives a competitive advantage to Pharr, Texas as well as Reynosa, Tamaulipas in Mexico.

PRIB Toll Collection System












For southbound traffic, the PRIB currently uses a toll collection system (TCS) consisting of four gated lanes where customers may pay their tolls using either transponders using automated vehicle identification, cash or prepaid tickets. For customer convenience cash is collected in both U.S. or Mexican denominations and change is provided in the same denomination used to pay the toll.

Due in part to the international location of the facility, accepted methods of payment do not include video-based tolling, also known as “Pay by Plate” or “Pay by Mail” in Texas. Toll rates are based on a pre-determined rate schedule. Vehicles pay tolls based on the number of vehicle axles, a classification system consistent with most tolling authorities. Discounted rates are provided for customers using transponders.

Transponders used by customers traveling on the PRIB are issued by the bridge. Currently, PRIB transponders are not interoperable with other Texas tolling authorities.

Pharr-Reynosa International Bridge Toll Collection System

Figure 1: Pharr-Reynosa International Bridge Toll Rates (subject to change)

Non-commercial Motorcycle, Car, Truck	\$ 3.50	  
Commercial 2 axle truck or bus	\$ 11.25	 
Commercial 3 axle	\$ 15.25	 
Commercial 4 axle	\$ 17.25	
Commercial 5 axle	\$ 22.25	
Commercial 6 axle	\$ 25.25	
Motorhome 2 axle	\$ 20.50	
Commercial wide load	\$ 33.25	

CCRMA and PRIB Interoperability

In 2015, CCRMA and the City of Pharr executed an Interlocal Agreement to operate their respective toll systems with interoperability. This will facilitate CCRMA's collection of tolls incurred by customers with valid Pharr-Reynosa Bridge System transponders on CCRMA toll facilities. The PRIB may, in the future, desire to be interoperable with additional tolling entities such as the Hidalgo County Regional Mobility Authority (HCRMA), Texas Interoperability System or International Tolling Entities. CCRMA, at the request of PRIB, will provide coordination and consultant services to facilitate discussions and evaluate proposals from other tolling entities as to any benefits to the PRIB.

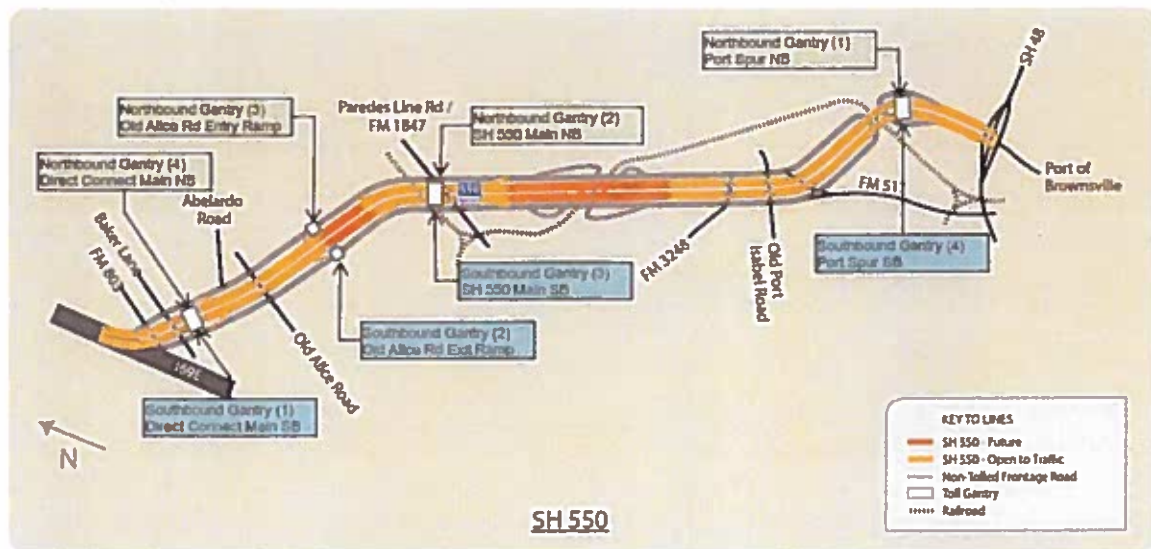
CCRMA will provide Back Office System (BOS) Services for customer account management features such as payment processing, account replenishment, transponder assignment and inventory management, and reporting including customer account and customer data reports, financial and revenue reports, and reconciliation reports related to the interface between the to the BOS and PHS.

Pharr-Reynosa International Bridge Toll Collection System

Figure 2: SH 550 Region



Figure 3: SH 550 Detailed Map



Pharr-Reynosa International Bridge Toll Collection System

International Bridge General Project Scope of Work

The Scope of Work (Work) to be performed by CCRMA is comprised of two segments. The first segment of Work begins with design and ends with System Acceptance; this is “Work Segment 1 – Integration.” Upon System Acceptance, the second segment of warranty and maintenance; this is “Work Segment 2 – Maintenance.” CCRMA will perform both segments under a single Agreement, and each segment will be associated with a separate Notice to Proceed (NTP). The Agreement terms allows PRIB, at its sole discretion, to subsequently amend the Agreement to increase the Work to include the supply, installation, and maintenance of additional toll collection lanes, software developments and equipment.

Contract Term

The initial term of the contract includes Phase I implementation and Phase II. Phase I is defined by the schedule in Attachment D and is expected to last twelve (12) months from the date of Notice to Proceed (NTP) to the date of Go-Live. Phase II is to last for a period of five (5) years from the date of Go-Live. PRIB shall have one (1) five (5) year option to renew, which option shall be exercisable at the sole discretion of PRIB.

Work Segment 1 – Integration

The Integration phase of the scope involves the development, design, acquisition, testing and acceptance of the entire TCS. The TCS includes:

- A fully functional back office and customer relationship management system with the following features:
 - Transaction Processing
 - Customer Service Center Interface (PRIB Staff)
 - External Customer Service Portal (PRIB Customers)
 - Inventory Management of AVI Tags and Equipment
 - Payment Processing (Cash, MXN, Check, Money Order, Credit Cards and ACH)
 - Notification Management System (Email notifications to customers)
 - Document Management System
 - Accounting and Finance Modules
 - Operational Reports
 - Training of PRIB Staff
 - Management Internal Control and Auditing Tools
 - CSC Employee Cash Box Reporting and Tracking
 - Internal Controls and Tracking Financial Payments in Lane, CSC and External Web
 - 100% Vehicle and Financial Transaction Reconciliation Reports

Pharr-Reynosa International Bridge Toll Collection System

- Merchant Card Services with Tokenization to Maximize PCI Compliance
- Four (4) fully equipped electronic tolling lanes
 - Automatic Vehicle Detection (AVD)
 - Readers and Antennas
 - Lane Controllers
 - Project Host Server (PHS)
 - Database Management System (DBMS)
 - Secure roadside cabinets or enclosures that are not otherwise provided
 - Spare parts
 - Data connectivity to each Toll Point
 - System interfaces, including an interface to CCRMA's PHS for reconciliation and BOS processing
 - Design documentation, permits, certification and licenses required for installation activities
 - Removal of existing equipment not used as part of the new TCS (at discretion of PRIB)

CCRMA shall furnish all hardware; cables and connections; software; interfaces; installation; integration; testing; labor; personnel; transportation; materials; storage; tools; supplies; permits; licenses; equipment; and any other services, equipment, or materials necessary to supply fully functional TCS in accordance with the requirements of the Agreement. CCRMA shall be responsible for all traffic control activities for the duration of this Work Segment. Integration will be performed in a manner to allow continuous operation for the PRIB with minimal downtime. The PRIB will assist the CCRMA with any coordination with Federal and State agencies required during integration.

The Integration involves an entirely new toll collection system which will not include the migration of data from the prior toll system into the new system. PRIB will work with prior toll system provider TRMI in order to properly secure desired data from the current system to archive in a manner that is accessible to PRIB. CCRMA will provide a customer transition plan which will include the early implementation of key customers in the new system, AVI distribution planning, and customer awareness campaign to reduce operational impacts of system transition.

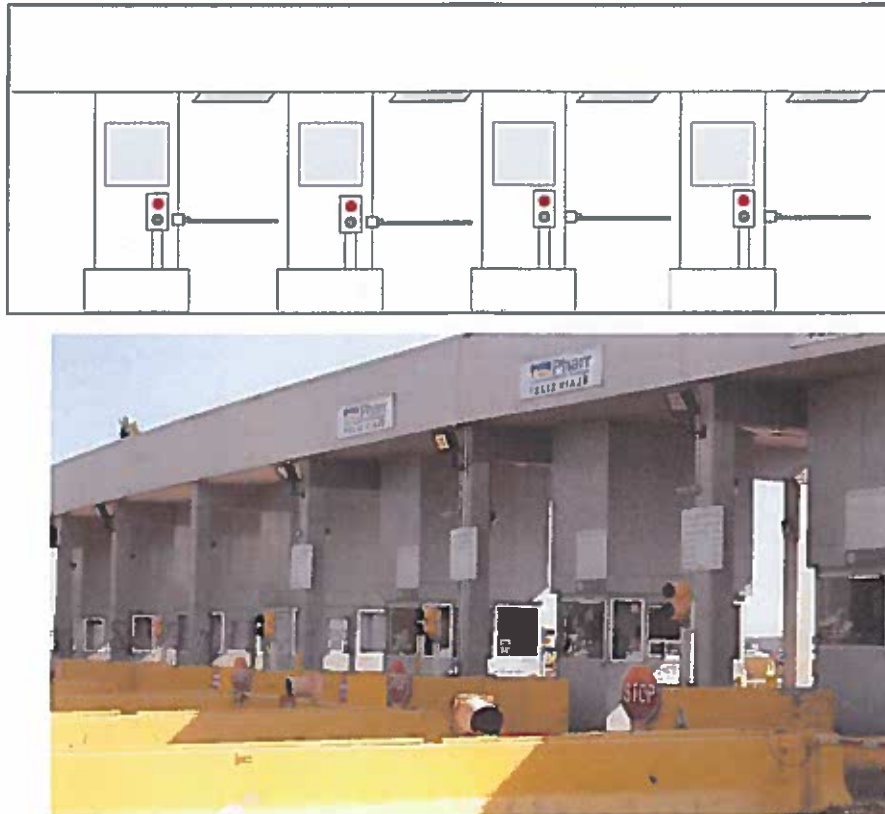
Work Segment 2 – Maintenance

After the Tolling Commencement / Open to Traffic Milestone and upon NTP2, the CCRMA shall provide warranty and maintenance services for all hardware and software delivered under this procurement for a period of five (5) years with the option to renew for an additional period of five (5) years in accordance with the requirements of the Agreement. The warranty provided on all equipment will be in line with the equipment manufacturer warranty to cover a period of minimum one (1) year or longer if available. Once the warranty period has expired any new equipment required or desired by the PRIB will be purchased at cost by the PRIB through the assistance of the CCRMA at the current available market prices.

Pharr-Reynosa International Bridge Toll Collection System

Configuration

CCRMA shall deliver a TCS that meets the configuration parameters reflected in Figure below. *Note that Figure is not to scale.* The scope of work will provide four (4) fully functional toll collection lanes. The PRIB may at its sole discretion request for the CCRMA to provide additional toll collection lanes at the time of integration or in the future. At the time of the request CCRMA will provide the cost for the additional services.



Systems Architecture

CCRMA is responsible for providing a TCS capable of transmitting transaction data to a Back Office System (BOS) managed and operated by CCRMA through an integrated interface. CCRMA will utilize existing BOS Interface Control Document (ICD) during the design and development phase in order to receive Tag Validation Lists and send Transaction files.

Project Management

CCRMA shall provide overall project management and support in conformance with the requirements of the Agreement for the following:

Pharr-Reynosa International Bridge Toll Collection System

- **Schedule management**
- **Project status meeting participation and documentation**
- **Project coordination with the City of Pharr, their consultants, and any third parties as applicable**
- **Risk Management**
- **Quality Management**
- **Progress Reporting**
- **Change Management**
- **Document Control**
- **Development of system manuals and training materials**
- **Administration of deliverable review and approval processes**
- **System Design Documentation**
- **System configuration verification and requirements traceability**

Design and Development

CCRMA shall design and develop the TCS to meet or exceed all requirements set forth in the Agreement. CCRMA shall coordinate with PRIB and its designees during the design process prior to system development to modify the business rules for PRIB desired outcomes.

System Detailed Design Document (SDD)

The SDD describes the design specifications of all hardware, software and communications to be provided by the CCRMA to meet the requirements on the TCS. Hardware design should describe all hardware specifications including appropriate diagrams and facility layouts. Software design should describe the module and/or process level.

The SDD shall include the following:

- **The specification sheets for all equipment including full hardware manual set for all COTS hardware;**
- **Full software manual set for all COTS software;**
- **Computer sizing and design details;**
- **Description of all third party software;**
- **System, subsystem and module level descriptions and interaction between modules;**
- **The requirements for all peripheral device interfaces;**
- **Reporting;**
- **High Level Process descriptions and data flow diagrams;**
- **Performance and reliability specifications;**

Pharr-Reynosa International Bridge Toll Collection System

- Description of system diagnostics, status monitoring and error handling;
- Description of redundancy and failover processes;
- Interface Control Documents (ICDs);
- Design for user interfaces including menus and screens;
- Data dictionary;
- Database design and entity relationship modeling;
- Data integrity assurance plan;
- Security handling including Payment Card Industry (PCI) compliance;
- Data Communications Diagram.

Testing

In accordance with the requirements of the Agreement, the CCRMA shall provide a complete Master Test Plan and perform all TCS testing activities. In addition to any other criteria specified by PRIB, test plans, procedure and parameters shall be approved by PRIB prior to commencing TCS testing.

CCRMA shall maintain test environments as needed to ensure that PRIB's configurations are matched exactly during every phase of development, installation and testing.

The following test phases shall be performed in conjunction with and witnessed by PRIB staff and/or designees, unless otherwise determined by PRIB:

- **Factory Acceptance Test (FAT)**, demonstrated at Contractor's test facility in a factory environment with hardware and software representative of the final system, including simulated transaction volumes to represent the expected real-world load on the system.
- **Systems Integration Test (SIT)**, demonstrated onsite with hardware and software to be used with completed TCS using simulated data to provide confidence the system is capable of integrating with all required interfaces accurately and reliably.
- **Site Acceptance Test (SAT)**, demonstrated onsite with hardware and software to be used with the completed TCS and representative of all functionality required for full operation.

Upon successful completion of SAT, the CCRMA will make final preparations for TCS Commissioning, including resolution of any critical defects.

Pharr-Reynosa International Bridge Toll Collection System

Once PRIB and the CCRMA have agreed the system is fully prepared for Commissioning and all critical defects have been resolved to the satisfaction of PRIB, a Commissioning date and time will be determined.

- Operations Test will be conducted for a period of no less than sixty (60) days after Commissioning. During this time, the system will be observed for accuracy, performance and reliability.

Final Project Acceptance for the PRIB TCS will be given upon successful completion of required tests, closure of all software and hardware defects, completion and submission of all required documents, and meeting of other conditions as specified in the Agreement.

Maintenance

CCRMA will provide hardware, software, and other maintenance service for the PRIB TCS.

CCRMA will be responsible for all PRIB TCS software maintenance including the following:

- Operating systems;
- Databases;
- Application software;
- Third party software; and
- Configuration management and software version control.

CCRMA will provide maintenance services 24 hours a day, 7 days a week for all days in the year. Maintenance services may be provided on-site or off-site as long as the performance requirements described in the Agreement are met.

Any maintenance activities that will directly affect toll collection, customer service, or toll operations must be reported to CCRMA in prompt manner to address the issue properly.

Preventative and Onsite Maintenance

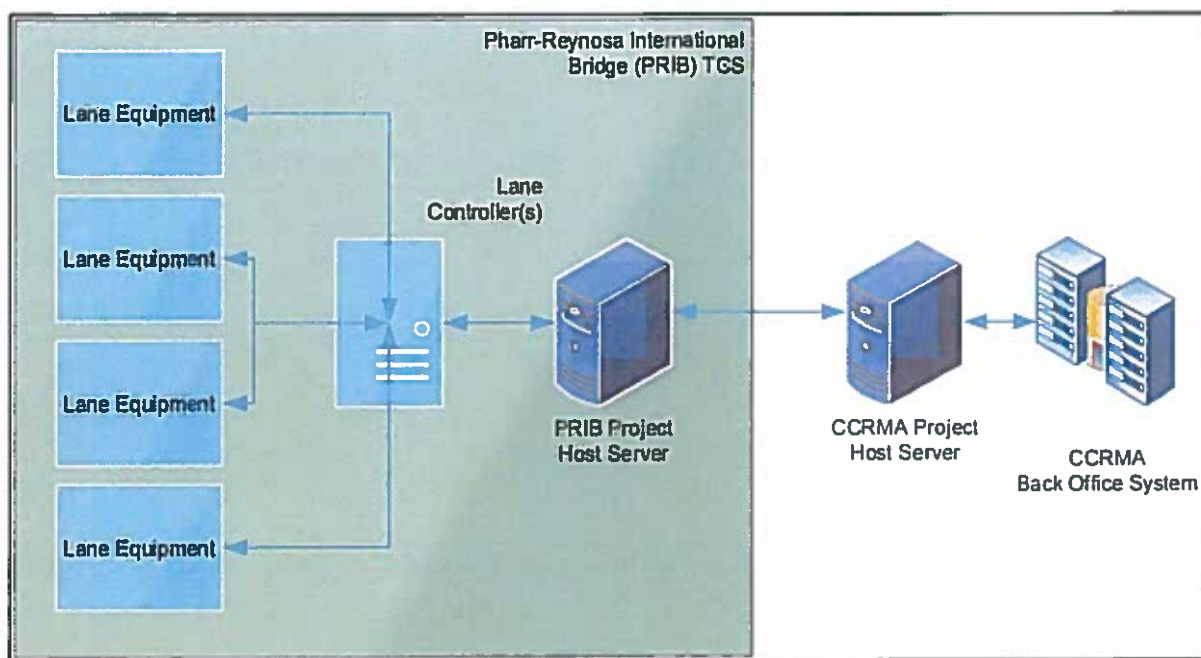
CCRMA will provide staff for preventative and onsite maintenance support. Preventative maintenance will be scheduled on a monthly basis onsite. Additional maintenance activities will be scheduled as required in order to maintain performance requirements. Maintenance activities that require the acquisition of new toll equipment parts or software improvements, the CCRMA will bring to the attention of PRIB with cost proposals for decision making.

Pharr-Reynosa International Bridge Toll Collection System

System Architecture

CCRMA shall implement a TCS from the PRIB Lanes including required interfaces as shown in Figure 7 below. PRIB will be responsible for network capabilities in order to provide system connectivity within the PRIB facilities in order to interface with CCRMA BOS. VPN access will be required in order to provide access to other PRIB facilities and City of Pharr personnel.

Figure 4: PRIB System Architecture Overview



System Transition and Customer Awareness Campaign

CCRMA understands the transition to a new system can often provide temporary inconvenience as customers and staff become familiar with the new system. CCRMA will provide PRIB with a plan to help minimize the impacts of the transition of operations. The plan would consist of some of the following:

- Early Customer Setup for Commercial AVI Customers – Setup key commercial clients on the system and provide assistance for external web access. New system allows mass upload of commercial client fleet of vehicles through import of excel using custom template.
- Early AVI Tag Distribution – Goal to provide tags to key commercial clients prior to going live to avoid any interruptions with crossings.

Pharr-Reynosa International Bridge Toll Collection System

- **Educational Marketing Material – Develop a marketing campaign promoting the benefits of the new system and added convenience options for customers. Marketing material will provide details in a timely manner to provide PRIB customers time to prepare operations. Campaign will be used to target key industries, areas, and attract current and new business to PRIB. All material developed will not be released without prior approval of PRIB.**



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Constr

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Other I
PRIB TOLL COLLECTION SYSTEM	1	2	3	1	2	3	
TCS Implementation Schedule	B	B	B	A	A	A	CCRMA will schedule and project progress
TCS Procurement of Materials/Equipment	C	C	C	A	A	A	CCRMA will necessary equipment approval prior
Lane System Development and Design,	C	C	C	A	A	A	CCRMA will TCS layout u avoid addition
Database management systems, Host Server, system interface with CCRMA BOS	D	D	B	A	A	A	CCRMA will oversight to development assist with new host server
Back Office System Design, Development, and Customization	B	D	C	A	A	A	CCRMA will System to maintain will assist in align with de



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Other I
Customer External Interface/Website Access. Domain management, Website customization	B	B	C	A	A	A	PRIB will provide Customer External Access. Domain management, Website customization also provide customization design all cus
Merchant Card Services for BOS	D	D	C	A	A	A	CCRMA will provide Merchant Card PRIB will provide Account information payments to I
Network access and VPN tunnel for PRIB Facilities	A	A	A	B	B	B	PRIB will provide implementation current network from CCRM. CCRMA will details requir



PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Other I
							tunnel
Customer correspondence development and design. The new system will provide various communication through email correspondence	B	B	B	A	A	A	CCRMA will customer con PRIB System and feedback wording.
Utilities required for integration at PRIB facilities	A	A	A	B	B	B	CCRMA will connection o
Federal and State agency coordination if any required during installation	A	A	A	B	B	B	PRIB to lead Federal US/M
PRIB Staff Training	B	B	B	A	A	A	CCRMA to p who will be a and reference
System integration Testing, Factory Acceptance Testing, and Site Acceptance Testing	B	B	B	A	A	A	CCRMA will provide repor
Permits, certifications, and licenses	C	D	B	A	A	A	CCRMA wil



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Construct

Work Segment – 1 Integration Work Segment – 2 Maintenance	PRIB			CCRMA			Other I
required for installation activities and operations							permits and c obtainment o operations
Customer Awareness Campaign and Transition Planning	B	B	B	A	A	A	CCRMA will with PRIB fo operational i
Remote Maintenance and system monitoring	C	C	C	A	A	A	CCRMA will monitoring
Preventative Maintenance onsite	C	C	C	A	A	A	CCRMA will maintenance or as needed.
Local Maintenance 24/7 Support	C	C	C	A	A	A	CCRMA will call 24/7.
24/7 System Maintenance Support	C	C	C	A	A	A	CCRMA pro on system.
Storage of Spare Equipment Parts	A	A	A	B	B	B	PRIB will pr equipment sp



CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

PHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM
ALLOCATION OF RESPONSIBILITY

LEGEND	
Primary Responsibility	A
Support Responsibility	B
Coordination Responsibility Only	C
No Responsibility	D

Work Description	1	2	3
	Design	Procure	Install and/or Constr

OTHER

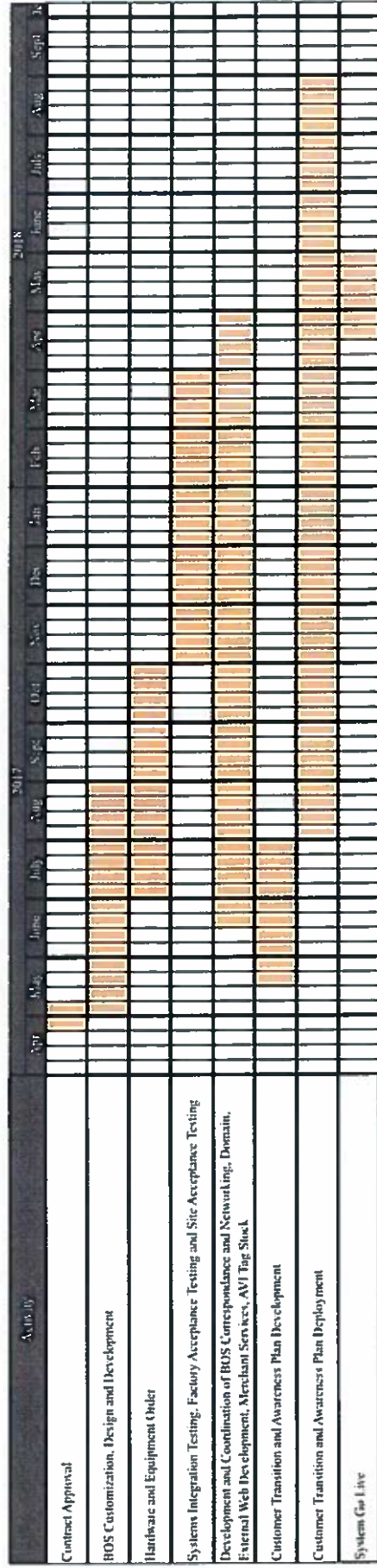
Pharr-Reynosa International Bridge Toll Collection System

PRIB Toll Collection System - Cost Schedule

Pricing Component	Price	
Work Segment 1 - Integration		
HW - Materials and Equipment	\$	356,500
System Requirements Development, Design, and Documentation	\$	682,000
System Integration Testing and Installation	\$	387,500
Project Management	\$	124,000
Total Cost *	\$	1,550,000
<i>* total cost subject to change on final prices from procurement and PRIB discretion of additional lanes and equipment</i>		
Work Segment 2 - Maintenance *		
<i>* total cost subject to change on final prices from procurement and PRIB discretion of additional lanes and equipment. Cost escalates at 2% annually</i>		
1st Maintenance and Warranty Period	\$8,000 monthly	
2nd Maintenance Period	\$8,160 monthly	
3rd Maintenance Period	\$8,323 monthly	
4th Maintenance Period	\$8,490 monthly	
5th Maintenance Period	\$8,660 monthly	

ATTACHMENT D - SCHEDULE FOR TOLL SYSTEMS IMPLEMENTATION

PIHARR-REYNOSA INTERNATIONAL BRIDGE TOLL COLLECTION SYSTEM



Attachment D - Schedule for Toll Systems Implementation

3-D CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK AUTHORIZATION NO. 03 TO WORK AUTHORIZATION NO. 05 WITH HNTB FOR THE PORT CONNECTOR PROJECT. (SUPPLEMENTAL WORK AUTHORIZATION WAS TERMINATED AT THE 5.11.17 BOARD MEETING)

**3-E CONSIDERATION AND AUTHORIZATION TO AWARD BID FOR THE SH
550 GAP 1 PROJECT.**



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

April 13, 2017

Pete Sepulveda,
Executive Director
Cameron County Regional Mobility Authority (CCRMA)
3461 Carmen Avenue
Rancho Viejo, Tx. 78575

RE: Local Let Project Award
HWY: SH 550
CSJ: 0684-01-067
From: 0.53 MI. E. of Old Alice Road to .48 MI. W. of FM 1847

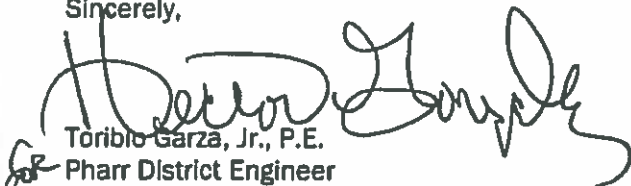
Dear Mr. Sepulveda,

We have completed our review of the bid package and analysis that was included with the CCRMA letter dated March 31, 2017 and do concur with awarding the contract to Foremost Paving, Inc. with their low bid amount of \$7,138,812.45. This bid was \$485,437.26 (7.3%) above the engineer's estimate and \$1,138,812.45 above the allocated Vehicle Registration Fee Match Funds (VRF) grant. A secondary Financial Assistance Agreement (FAA) is required to be fully executed by the Texas Transportation Commission and CCRMA in May 2017 to cover the funding shortfall. The CCRMA may proceed to award the contract and move forward with construction operations pending the execution of the secondary FAA.

Candido Bocanegra, P.E. out of the San Benito Area Office will continue to serve as our construction project manager and your point of contact from this point forward. Please work directly with him to ensure all requirements are met for you to receive the federal/state funding participation outlined in the FAAs. In addition, and as a reminder, the local government construction procedures that the CCRMA will need to follow can be found at <http://www.txdot.gov/government/processes-procedures/lgo-toolkit.html>.

If you have any questions, feel free to call me or our Advance Project Development Supervisor/District RMA Liaison, Norma Y. Garza, P.E. at (956) 702-6180.

Sincerely,


Toribio Garza, Jr., P.E.
Pharr District Engineer

Cc: Homero Bazan, Jr., P.E., Director of Transportation Planning & Development
Juan Bosquez, P.E., San Benito Area Engineer
Norma Y. Garza, P.E., Advance Project Development Supervisor/District RMA Liaison
Margil Maldonado Jr., P.E., Project Development Project Manager
Candido Bocanegra, P.E., Construction Project Manager