

COUNTY OF CAMERON §

12:00 Noon

ABSENT

RMA Minutes September 1, 2017-Special\Page 1



RECORDED
PUBLIC RECORDS
17 at 09:45A
Document Number: 00001010
Sylvia Garza-Perez
County Clerk
By
Diana Gomez, Deputy
Cameron County

AGENDA

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

**3470 Carmen Avenue, Suite 5
Rancho Viejo, Texas 78575**

September 1, 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:**

July 13, 2017 – Regular Meeting.

ITEMS FOR DISCUSSION AND ACTION:

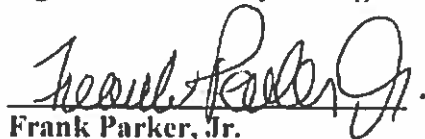
- 3. Action Items.**

- A. Approval of Claims.**
- B. Consideration and Approval of the Financial Statements and Budget Amendments for the month of July 2017.**
- C. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Beatty Bangle Strama.**
- D. Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and the Rentfro Law Firm.**
- E. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County.**

- F. Consideration and Approval of a Resolution Approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for SH 550 Gap 1 Project Off Site Testing.
- G. Consideration and Approval of Work Authorization No. 10 with S&B Infrastructure for the SPI 2nd Access Project.
- H. Consideration and Approval of Work Authorization No. 12 with S&B Infrastructure for the FAST Lane Expansion Project at the Veterans International Bridge at Los Tomates.
- I. Consideration and Approval of Work Authorization No. 13 with S&B Infrastructure for the Donation Assistance Program CBP Privately Owned Vehicle Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates.
- J. Consideration and Approval of Supplemental Work Authorization No. 01 to Work Authorization No. 08 with HNTB for the Port Connector Project.
- K. Consideration and Approval of selection of Executive Appraisals to do Appraisal Reports for the SPI 2nd Access Project.
- L. Consideration and Approval of selection of ILLI Services (Harvey Heerssen) to do Review Appraisal Reports for the SPI 2nd Access Project.
- M. Consideration and Approval of selection of Stewart Title of Cameron County to do Title Commitments and Title Policies for the SPI 2nd Access Project.
- N. Consideration and Approval of awarding of RFP #2017-002 Toll System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects to Teecsidel, S.A., Kapsch Traffic Com and BIT Mobility Solutions, LLC and further selecting Teecsidel, S.A. as the vendor for the Pharr Reynosa International Bridge Project.
- O. Consideration and Approval of the Cameron County Regional Mobility Authority Budgets for Administrative, Toll Operations and Capital Improvement Projects Fiscal Year 2017-2018.

ADJOURNMENT:

Signed this 29th day of August 2017.



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:

July 13, 2017 – Regular Meeting

Director Esparza moved to approve the minutes for July 13, 2017 Regular Meeting. The motion was seconded by Vice Chair Gallegos and carried unanimously.

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 the Financial Statements and Budget Amendments for the months of July 2017.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Financial Statements for the month of July 2017.

Director Esparza moved to approve the Financial Statements for the month of July 2017. The motion was seconded by Director Scaief and carried unanimously.

The Financial Statements are as follows:

3-C Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Beatty Bangle Strama.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the item with the Board based on the RFP and the selection process.

Director Scaief moved to approve the Agreement between the Cameron County Regional Mobility Authority and Beatty Bangle Strama. The motion was seconded by Director Esparza and carried unanimously.

The Agreement is as follows:

3-D Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and the Rentfro Law Firm.

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the item with the Board based on the RFP and the selection process.

Director Scaief moved to approve the Agreement between the Cameron County Regional Mobility Authority and the Rentfro Law Firm. The motion was seconded by Director Esparza and carried as follows:

AYE: Chairman Parker, Secretary Garza, Director Scaief, Director Esparza, Director Lopez

NAY: Vice Chair Gallegos

ABSTAIN: None

The Agreement is as follows:

3-E Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the list of projects that will be included. Mr. Sepulveda informed the Board that Cameron County will provide funding the engineering and Cameron County Regional Mobility Authority will develop.

Secretary Garza moved to approve the Agreement between the Cameron County Regional Mobility Authority and Cameron County. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Agreement is as follows:

3-F Consideration and Approval of a Resolution Approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for SH 550 Gap 1 Project Off Site Testing.

Mr. Pete Sepulveda, RMA Executive Director went over the purpose of the Interlocal Agreement. Mr. Sepulveda mentioned that the Cameron County Regional Mobility Authority (CCRMA) has done this on other projects because it is more financially feasible for the CCRMA.

Director Scaief moved to approve a Resolution Approving an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation for SH 550 Gap 1 Project Off Site Testing. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Resolution and Agreement are as follows:

3-G Consideration and Approval of Work Authorization No. 10 with S&B Infrastructure for the SPI 2nd Access Project.

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

Vice Chair Gallegos moved to approve Work Authorization 10 with S&B Infrastructure for the SPI 2nd Access Project subject to TxDOT approval. The motion was seconded by Secretary Garza and carried unanimously.

The Work Authorization is as follows:

3-H Consideration and Approval of Work Authorization No. 12 with S&B Infrastructure for the FAST Lane Expansion Project at the Veterans International Bridge at Los Tomates.

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

Director Esparza moved to approve Work Authorization 12 with S&B Infrastructure for the FAST Lane Expansion Project at the Veterans International Bridge at Los Tomates subject to Cameron County approval. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Work Authorization is as follows:

3-I Consideration and Approval of Work Authorization No. 13 with S&B Infrastructure for the Donation Assistance Program CBP Privately Owned Vehicle Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates.

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

Vice Chair Gallegos moved to approve Work Authorization 13 with S&B Infrastructure for the Donation Assistance Program CBP Privately Owned Vehicle Primary Lane Expansion Project at the Veterans International Bridge at Los Tomates subject to Cameron County approval. The motion was seconded by Director Esparza and carried unanimously.

The Work Authorization is as follows:

3-J Consideration and Approval of Supplemental Work Authorization No. 01 to Work Authorization No. 08 with HNTB for the Port Connector Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and the need for the Work Authorization. This is a time extension only, no increase in fee or change in scope.

Director Esparza moved to approve Supplemental Work Authorization 01 to Work Authorization No. 08 with HNTB for the Port Connector Project. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Supplemental Work Authorization is as follows:

3-K Consideration and Approval of selection of Executive Appraisals to do Appraisal Reports for the SPI 2nd Access Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and informed the Board that quotes had been requested for Appraisal Reports. Mr. Sepulveda stated that after review of the quotes received that Staff recommends Executive Appraisals be approved to do the Appraisal Reports. (see attached memo)

Vice Chair Gallegos moved to approve Executive Appraisals to do Appraisal Reports for the SPI 2nd Access Project. The motion was seconded by Director Esparza and carried unanimously.

The Memo is as follows:

3-L Consideration and Approval of selection of HLH Services (Harvey Heerssen) to do Review Appraisal Reports for the SPI 2nd Access Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and informed the Board that quotes had been requested for Review Appraisal Reports. Mr. Sepulveda stated that after review of the quotes received that Staff recommends HLH Services be approved to do the Review Appraisal Reports. (see attached memo)

Vice Chair Gallegos moved to approve HLH Services (Harvey Heerssen) to do Review Appraisal Reports for the SPI 2nd Access Project. The motion was seconded by Secretary Garza and carried unanimously.

The Memo is as follows:

3-M Consideration and Approval of selection of Stewart Title of Cameron County to do Title Commitments and Title Policies for the SPI 2nd Access Project.

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item and informed the Board that quotes had been requested for Title Commitments and Title Policies. Mr. Sepulveda stated that after review of the quotes received that Staff recommends Stewart Title of Cameron County be approved to do the Title Commitments and Title Policies. (see attached memo)

Director Esparza moved to approve Stewart Title of Cameron County to do Title Commitments and Title Policies for the SPI 2nd Access Project. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Memo is as follows:

3-N Consideration and Approval of awarding of RFP #2017-002 Toll System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects to Tecsidel, S.A., Kapsch Traffic Com and BIT Mobility Solutions, LLC and further selecting Tecsidel, S.A. as the vendor for the Pharr Reynosa International Bridge Project.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item and explained to the Board how this item referred to the Pharr Reynosa Bridge Project as well as future electronic toll system projects. Mr. Rincones informed the Board that all three (3) vendors are capable of providing the necessary hardware and that Staff is recommending that all three (3) vendors be selected with Tecsidel, S.A., being selected to provide hardware for the Pharr Reynosa Bridge Project.

Director Scaief moved to awarding of RFP #2017-002 Toll System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects to Tecsidel, S.A., Kapsch Traffic Com and BIT Mobility Solutions, LLC and further selecting Tecsidel, S.A. as the vendor for the Pharr Reynosa International Bridge Project. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Memo is as follows:

3-O Consideration and Approval of the Cameron County Regional Mobility Authority Budgets for Administrative, Toll Operations and Capital Improvement Projects Fiscal Year 2017-2018.

Mr. Adrian Rincones, RMA Chief Financial Officer went over the proposed budget for Fiscal Year 2017-2018. Mr. Rincones went over the administrative budget explaining the projected revenues and expenditures for the upcoming year. Mr. Rincones also went over the toll operations budget and in detail went through the toll revenue projections as well as expenditures. A list of opportunities on how toll revenues can be increased was discussed with the Board and is attached. The CIP budget was also discussed in detail with the Board as well as other revenue generating opportunities. (see attached memo)

Vice Chair Gallegos moved to approve the Cameron County Regional Mobility Authority Budgets for Administrative, Toll Operations and Capital Improvement Projects Fiscal Year 2017-2018. The motion was seconded by Director Scaief and carried unanimously.

The Budget is as follows:

ADJOURNMENT

There being no further business to come before the Board and upon motion by Vice Chair Gallegos and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:25 P.M.

APPROVED this 4th day of October 2017.


CHAIRMAN FRANK PARKER, JR.

ATTESTED:


SECRETARY DAVID N. GARZA

3-A APPROVAL OF CLAIMS.



Admin Claims 9.1.17

Vendor ID	Vendor Name	Invoice/Credit Number	Cash Required	Invoice/Credit Description
Blanca C. Betancourt	Blanca C. Betancourt	BCB 8.30.17	23.92	Strategic Proj. Coordinator reimbursement for admin office snacks
C H Harden	C H Harden Jr Enterprises Inc	47779	902.00	Table covers for meetings
CSR Environmental &	CSR Environmental & Consulting LLC 2 - Port Connector		1,400.00	Environmental Services for Port Connector
CSR Environmental &	CSR Environmental & Consulting LLC 2 - SH32		5,600.00	Environmental Services for SH32 developing technical reports for combined report
CSR Environmental &	CSR Environmental & Consulting LLC 2 - SPI		4,521.98	Environmental Services for SPI, review scope of remaining work
Denton Navarro Rocha	Denton Navarro Rocha Bernal Hyde	22836	142.50	Draft of personnel policy manual
Gexa Energy	Gexa Energy, LP	23807501	258.51	Energy services for admin offices
Gexa Energy	Gexa Energy, LP	Aug 2017	162.65	Energy Services for Board Meeting Office
HNTB	HNTB CORPORATION	1-62837-PL-008	86,539.59	Environmental Study Development for Port Connector segment of SH32
Office World	Office World	3789	2,880.00	Furniture for board meeting room
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ 7.27.17	2,888.60	Executive Director travel reimb for meetings with Cong. Vela, Cong. Staff and Senator Cornyn Staff
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	September 2017	3,210.00	Monthly rent and deposit for new admin offices for Sep 2017
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	September 2017	1,460.00	Monthly rent and deposit for new admin offices for Sep 2017
S&B	S&B Infrastructure, LTD	U2299.600-03	45,516.60	PE & Environmental Services Outer Parkway
S&B	S&B Infrastructure, LTD	U2299.700-07	17,954.19	Spur 54 Env Development
Sullivan Public Affa	Sullivan Public Affairs	CC082017	7,500.00	Govt consulting for August 2017
The Conservation Fun	The Conservation Fund	1	45,000.00	Data recovery and quality assessment, Parcel-based rapid assessment, green Infrastructure vision map
Report Total			<u>225,960.54</u>	

Tolls Claims 9.1.17

Vendor ID	Vendor Name	Invoice/Credit Number	Cash Required	Invoice/Credit Description
CSR Environmental &	CSR Environmental & Consulting LLC 2 - SH550 GAP I		1,566.88	Environmental Services for SH550 GAP I, bird nest survey
CSR Environmental &	CSR Environmental & Consulting LLC 2 - SH550 Mitigation		800.00	Environmental Services for SH550 mitigation corrective measures
Emp Janett Huerta	Janett Huerta	JH 8.23.17	36.17	CSR Travel Reimb for deposits
Fagan Consulting	Fagan Consulting LLC	CCOS1707	8,904.00	Toll Operation and System Procurement Support July 2017
Fagan Consulting	Fagan Consulting LLC	CCOS1707	13,440.00	Toll Operation and System Procurement Support July 2017
Gexa Energy	Gexa Energy, LP	23826657 - DC	197.04	Energy services for FM1847 and Direct Connector
Gexa Energy	Gexa Energy, LP	23826657 - FM1847	271.42	Energy services for FM1847 and Direct Connector
Megashine	Megashine	1073	1,200.00	Cleaning services for offices
S&B	S&B Infrastructure, LTD	U1965.102/103-12	1,213.78	Mitigation Corrective Measures SH550
SD Javier Reyna	Javier Reyna	JR 8.22.17	150.00	Delivery services for doc. to Commercial Account for Barcasa
			<u>27,779.29</u>	

**3-B CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH JULY
2017.**

CCRMA

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



JULY 2017 FINANCIAL REPORT

PETE SEPULVEDA, JR., EXECUTIVE DIRECTOR

JESUS ADRIAN RINCONES, CPA, CFE, CHIEF FINANCIAL OFFICER

CCRMA MONTHLY FINANCIALS

TABLE OF CONTENTS

REVENUES & EXPENSES	
ADMINISTRATIVE REVENUES AND EXPENSES.....	1
TOLL OPERATIONS REVENUES AND EXPENSES - ACCRUAL.....	2
TOLL OPERATIONS REVENUES AND EXPENSES - CASH.....	4
COMBINED REVENUES AND EXPENSES.....	6
CAPITAL PROJECT'S.....	
SUMMARIZED CAPITAL PROJECTS ACTIVITY.....	7
DETAILED CAPITAL PROJECTS ACTIVITY.....	8
FINANCIALS.....	
BALANCE SHEET	10
STATEMENT OF CASH FLOW.....	14

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Revenues, Expenses And Changes in Net Position - Unposted Transactions Included in Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
Operating Revenues				
Vehicle registration fees	227,390	2,533,590	3,100,000	(566,410)
TRZ revenue	268,848	268,848	175,000	93,848
Other revenue	<u>165,834</u>	<u>331,667</u>	<u>3,390,213</u>	<u>(3,058,546)</u>
Total Operating Revenues	<u>662,072</u>	<u>3,134,106</u>	<u>6,665,213</u>	<u>(3,531,107)</u>
Operating Expenses				
Personnel costs	40,635	535,695	633,159	97,464
Professional services	0	162,256	290,300	128,044
Contractual services	2,149	165,221	185,000	19,779
Debt interest	0	2,509,110	5,703,666	3,194,556
Project expenses	0	0	314,688	314,688
Advertising & marketing	0	12,311	25,000	12,689
Data processing	0	2,798	10,000	7,202
Dues & memberships	0	6,365	25,000	18,635
Education & training	818	2,110	10,000	7,890
Fiscal agent fees	0	8,836	45,000	36,164
Insurance	489	2,478	10,000	7,522
Maintenance & repairs	30	1,920	22,400	20,480
Office supplies	3,410	25,367	36,000	10,633
Rent	675	20,710	30,000	9,290
Travel	1,805	15,429	30,000	14,571
Utilities	565	5,399	10,000	4,601
Other expenses	<u>0</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>
Total Operating Expenses	<u>50,577</u>	<u>3,476,005</u>	<u>7,385,213</u>	<u>3,909,208</u>
Non Operating Revenue				
Interest income	1,583	18,776	15,000	3,776
Other Financing sources	<u>0</u>	<u>0</u>	<u>705,000</u>	<u>(705,000)</u>
Total Non Operating Revenue	<u>1,583</u>	<u>18,776</u>	<u>720,000</u>	<u>(701,224)</u>
Changes in Net Assets	<u>613,078</u>	<u>(323,123)</u>	<u>0</u>	<u>(323,123)</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Toll Operations Revenues & Expenditures - Accrual - Unposted Transactions Included In Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
Toll Operating Revenues					
Toll Revenue	736.51	167,100.42	475,200.00	(308,099.58)	361,373.70
Toll Violation	2,822.69	160,938.34	665,280.00	(504,341.66)	205,159.75
Interop Revenue	48,000.00	459,735.83	550,000.00	(90,264.17)	424,856.99
Total Toll Operating Revenues	51,559.20	787,774.59	1,690,480.00	(902,705.41)	991,390.44
TPS Accrued Revenues					
TPS Toll	64,426.30	416,328.89	0.00	416,328.89	0.00
TPS RBP	8,565.25	161,053.24	0.00	161,053.24	0.00
TPS Violation	236,334.17	974,117.59	0.00	974,117.59	0.00
Total TPS Accrued Revenues	309,325.72	1,551,499.72	0.00	1,551,499.72	0.00
Total Toll Operating	360,884.92	2,339,274.31	1,690,480.00	648,794.31	991,390.44
Toll Operating Expenses					
Payroll - Indirect	18,956.36	137,994.79	159,640.00	21,645.21	62,005.77
Payroll Taxes	1,379.40	10,027.64	12,212.00	2,184.36	4,743.44
Payroll Benefits - Retirement	1,308.07	9,340.50	16,732.00	7,391.50	6,307.80
Payroll Benefits TCDRS GTL	16.24	85.62	0.00	(85.62)	0.00
Payroll Benefits - Accounting	3,034.52	24,991.10	48,000.00	23,008.90	11,500.00
Software & Services	0.00	0.00	0.00	0.00	250.00
Advertising & Contractual	2,147.50	37,408.58	50,000.00	12,591.42	44,032.47
Legal Expense	2,000.00	21,141.92	40,000.00	18,858.08	15,750.00
Dues & Education & Maintenance & Maintenance - Returned Bank Pmt Fees	488.67	33,146.02	50,000.00	16,853.98	0.00
Interop	0.00	2,995.46	10,000.00	7,004.54	0.00
PBM Add on Fees	128.00	1,940.36	4,000.00	2,059.64	0.00
PBM Image	0.00	16,193.18	15,000.00	(1,193.18)	0.00
PBM Pre-Court	5,975.22	48,069.77	100,000.00	51,930.23	46,105.82
Office Supplies	71.00	166.00	0.00	(166.00)	0.00
Postage	4,700.00	32,717.80	55,000.00	22,282.20	27,879.17
Rent	77.91	17,708.25	25,000.00	7,291.75	39,486.95
Travel	0.00	11,539.40	30,000.00	18,460.60	53,470.54
Utilities	97.85	967.10	4,000.00	3,032.90	4,199.64
Transfer to General Operations	1,248.68	12,898.02	25,000.00	12,101.98	0.00
	17,966.99	91,896.51	100,000.00	8,103.49	530.15
	2,413.74	12,085.31	35,000.00	22,914.69	1,040.00
	2,091.64	8,594.54	8,000.00	(594.54)	3,836.21
	3,929.21	39,846.91	40,000.00	153.09	13,683.43
	0.00	0.00	280,000.00	280,000.00	0.00

Toll Road Property Insurance	14,490.25	61,748.00	75,000.00	13,252.00	52,408.75
Toll Operational Toll System Provider Maintenance	13,440.00	62,628.00	100,000.00	37,372.00	69,673.05
BOS System Provider Maintenance	13,390.31	132,030.62	225,000.00	92,969.38	162,500.00
Merchant Card Maintenance & Debt Reserve	14,335.00	86,026.68	175,000.00	88,973.32	0.00
	2,727.59	10,141.64	45,000.00	34,858.36	0.00
	<u>0.00</u>	<u>0.00</u>	<u>312,896.00</u>	<u>312,896.00</u>	<u>0.00</u>
Total Toll Operating	<u>126,414.15</u>	<u>924,329.72</u>	<u>2,040,480.00</u>	<u>1,116,150.28</u>	<u>619,403.19</u>
Changes in Net Assets	<u>234,470.77</u>	<u>1,414,944.59</u>	<u>(350,000.00)</u>	<u>1,764,944.59</u>	<u>371,987.25</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Toll Operations Revenues & Expenditures - Cash - Unposted Transactions Included In Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Toll Operating Revenues					
Toll Operating Revenues					
Toll Revenue	736.51	167,100.42	475,200.00	(308,099.58)	361,373.70
Toll Violation	2,822.69	160,938.34	665,280.00	(504,341.66)	205,159.75
Interop Revenue	48,000.00	459,735.83	550,000.00	(90,264.17)	424,856.99
Total Toll Operating Revenues	51,559.20	787,774.59	1,690,480.00	(902,705.41)	991,390.44
TPS Revenues					
	130,929.61	593,228.74	0.00	593,228.74	0.00
Total TPS Revenues	130,929.61	593,228.74	0.00	593,228.74	0.00
Total Toll Operating	182,488.81	1,381,003.33	1,690,480.00	(309,476.67)	991,390.44
Toll Operating Expenses					
Payroll - Indirect	18,956.36	137,994.79	159,640.00	21,645.21	62,005.77
Payroll Taxes	1,379.40	10,027.64	12,212.00	2,184.36	4,743.44
Payroll Benefits - Retirement	1,308.07	9,340.50	16,732.00	7,391.50	6,307.80
Payroll Benefits	16.24	85.62	0.00	(85.62)	0.00
TCDRS GTL					
Payroll Benefits - Health	3,034.52	24,991.10	48,000.00	23,008.90	11,500.00
Accounting Software & Services	0.00	0.00	0.00	0.00	250.00
Advertising &	2,147.50	37,408.58	50,000.00	12,591.42	44,032.47
Contractual	2,000.00	21,141.92	40,000.00	18,858.08	15,750.00
Legal Expense	488.67	33,146.02	50,000.00	16,853.98	0.00
Dues &	0.00	2,995.46	10,000.00	7,004.54	0.00
Education & Training	128.00	1,940.36	4,000.00	2,059.64	0.00
Maintenance &	0.00	16,193.18	15,000.00	(1,193.18)	0.00
Maintenance - SH	5,975.22	48,069.77	100,000.00	51,930.23	46,105.82
Returned Bank Pmt Fees	71.00	166.00	0.00	(166.00)	0.00
Interop Collection	4,700.00	32,717.80	55,000.00	22,282.20	27,879.17
PBM Add on Fees	77.91	17,708.25	25,000.00	7,291.75	39,486.95
PBM Image Review	0.00	11,539.40	30,000.00	18,460.60	53,470.54
PBM Pre-Court	97.85	967.10	4,000.00	3,032.90	4,199.64
Office Supplies	1,248.68	12,898.02	25,000.00	12,101.98	0.00
Postage	17,966.99	91,896.51	100,000.00	8,103.49	530.15
Rent	2,413.74	12,085.31	35,000.00	22,914.69	1,040.00
Travel	2,091.64	8,594.54	8,000.00	(594.54)	3,836.21
Utilities	3,929.21	39,846.91	40,000.00	153.09	13,683.43
Transfer to General Operations	0.00	0.00	280,000.00	280,000.00	0.00
Toll Road Property Insurance	14,490.25	61,748.00	75,000.00	13,252.00	52,408.75
Toll Operational	13,440.00	62,628.00	100,000.00	37,372.00	69,673.05

Toll System Provider Maintenance	13,390.31	132,030.62	225,000.00	92,969.38	162,500.00
BOS System Provider Maintenance	14,335.00	86,026.68	175,000.00	88,973.32	0.00
Merchant Card	2,727.59	10,141.64	45,000.00	34,858.36	0.00
Maintenance & Debt Reserve	0.00	0.00	312,896.00	312,896.00	0.00
Total Toll Operating Expenses	<u>126,414.15</u>	<u>924,329.72</u>	<u>2,040,480.00</u>	<u>1,116,150.28</u>	<u>619,403.19</u>
Changes in Net Assets	<u>56,074.66</u>	<u>456,673.61</u>	<u>(350,000.00)</u>	<u>806,673.61</u>	<u>371,987.25</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Prior Year Actual
Operating Revenues					
Vehicle registration fees	227,390.00	2,533,590.00	3,100,000.00	(566,410.00)	2,646,226.25
Toll revenues	360,884.92	2,339,274.31	1,715,480.00	623,794.31	991,390.44
TRZ revenue	268,848.26	268,848.26	175,000.00	93,848.26	0.00
Other revenue	<u>165,833.70</u>	<u>331,806.90</u>	<u>3,440,213.00</u>	<u>(3,108,406.10)</u>	<u>332,024.43</u>
Total Operating Revenues	<u>1,022,956.88</u>	<u>5,473,519.47</u>	<u>8,430,693.00</u>	<u>(2,957,173.53)</u>	<u>3,969,641.12</u>
Operating Expenses					
Personnel costs	65,329.40	718,134.34	869,743.00	151,608.66	579,492.00
Accounting software and services	0.00	0.00	10,300.00	10,300.00	3,541.00
Professional services	0.00	162,256.00	280,000.00	117,744.00	140,000.00
Contractual services	4,637.80	219,509.34	275,000.00	55,490.66	74,538.93
Debt interest	0.00	2,509,110.07	5,303,666.00	2,794,555.93	1,363,466.50
Project expenses	0.00	0.00	1,027,584.00	1,027,584.00	0.00
Advertising & marketing	2,147.50	49,719.69	75,000.00	25,280.31	68,859.98
Data processing	0.00	2,798.04	10,000.00	7,201.96	6,736.68
Dues & memberships	0.00	9,360.46	35,000.00	25,639.54	13,059.00
Education & training	946.00	4,050.36	14,000.00	9,949.64	7,990.65
Fiscal agent fees	0.00	8,836.00	45,000.00	36,164.00	13,886.00
Insurance	14,979.50	64,225.63	85,000.00	20,774.37	59,934.79
Maintenance & repairs	30.00	18,113.18	37,400.00	19,286.82	17,070.00
Office supplies	22,625.77	130,161.96	161,000.00	30,838.04	31,915.88
Road maintenance	36,428.12	276,268.71	545,000.00	268,731.29	208,605.82
Rent	3,088.90	32,795.06	65,000.00	32,204.94	16,008.90
Toll services	18,386.76	125,726.55	494,000.00	368,273.45	194,709.35
Travel	3,896.80	24,023.21	38,000.00	13,976.79	25,823.38
Utilities	4,494.56	45,246.03	50,000.00	4,753.97	25,233.01
Other expenses	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.36</u>
Total Operating Expenses	<u>176,991.11</u>	<u>4,400,334.63</u>	<u>9,425,693.00</u>	<u>5,025,358.37</u>	<u>2,850,872.23</u>
Non Operating Revenue					
Interest income	1,582.78	18,776.34	15,000.00	3,776.34	11,225.90
Other Financing sources	<u>0.00</u>	<u>0.00</u>	<u>980,000.00</u>	<u>(980,000.00)</u>	<u>0.00</u>
Total Non Operating Revenue	<u>1,582.78</u>	<u>18,776.34</u>	<u>995,000.00</u>	<u>(976,223.66)</u>	<u>11,225.90</u>
Changes in Net Assets	<u>847,548.55</u>	<u>1,091,961.18</u>	<u>0.00</u>	<u>1,091,961.18</u>	<u>1,129,994.79</u>
Net Assets Beginning of Year	<u>244,412.63</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Assets End of Year	<u>1,091,961.18</u>	<u>1,091,961.18</u>	<u>0.00</u>	<u>1,091,961.18</u>	<u>1,129,994.79</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Unposted Transactions Included In Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	3,867	186,887	1,250,000	1,063,113
Outer Parkway	0	471,926	1,000,000	528,074
FM 1925	0	0	500,000	500,000
West Rail Relocation	8,363	94,705	2,500,000	2,405,295
SH 550	3,609	386,929	5,250,000	4,863,071
SH 32 (East Loop)	91,140	146,839	1,000,000	853,161
Port Isabel Access Rd	0	0	50,000	50,000
Spur 54 Project	0	17,394	44,000	26,606
Toll Equipment & Operational	<u>17,657</u>	<u>768,868</u>	<u>1,250,000</u>	<u>481,132</u>
Infrastructure				
Total Capital Projects	<u>124,635</u>	<u>2,073,548</u>	<u>12,844,000</u>	<u>10,770,452</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Project Expenses - Detail - Unposted Transactions Included In Report
From 7/1/2017 Through 7/31/2017
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects					
South Padre Island 2nd Access	2000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	32,206	550,000	517,794
CIP - Preliminary Engineering &	15110	0	0	200,000	200,000
Design					
CIP - Environmental Studies	15120	1,500	141,513	500,000	358,487
CIP - Direct Legal Costs	15300	<u>2,367</u>	<u>13,167</u>	<u>0</u>	<u>(13,167)</u>
Total South Padre Island 2nd		3,867	186,887	1,250,000	1,063,113
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	20,547	200,000	179,453
CIP - Preliminary Engineering &	15110	0	315,977	125,000	(190,977)
Design					
CIP - Environmental Studies	15120	<u>0</u>	<u>135,402</u>	<u>675,000</u>	<u>539,598</u>
Total Outer Parkway		0	471,926	1,000,000	528,074
FM 1925	2075				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	<u>0</u>	<u>0</u>	<u>500,000</u>	<u>500,000</u>
Total FM 1925		0	0	500,000	500,000
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Mitigation	15130	0	9,937	0	(9,937)
CIP - Right of Way	15200	6,603	81,236	0	(81,236)
CIP - Construction	15220	0	0	2,500,000	2,500,000
CIP - Construction Management	15240	1,760	2,860	0	(2,860)
CIP - Direct Legal Costs	15300	<u>0</u>	<u>672</u>	<u>0</u>	<u>(672)</u>
Total West Rail Relocation		8,363	94,705	2,500,000	2,405,295
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Environmental Studies	15120	3,209	4,422	0	(4,422)
CIP - Mitigation	15130	400	24,700	100,000	75,301
CIP - Public Presentations, RFP,	15140	0	8,479	0	(8,479)
RFQ, Bidding & Letting					
CIP - Construction	15220	0	0	5,000,000	5,000,000
CIP - Construction Management	15240	0	28,522	150,000	121,478
CIP - Direct Legal Costs	15300	<u>0</u>	<u>17,136</u>	<u>0</u>	<u>(17,136)</u>
Total SH 550		3,609	83,259	5,250,000	5,166,741
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	10,070	250,000	239,930
CIP - Environmental Studies	15120	91,140	114,557	750,000	635,443

CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	21,730	0	(21,730)
CIP - Direct Legal Costs	15300	<u>0</u>	<u>482</u>	<u>0</u>	<u>(482)</u>
Total SH 32 (East Loop)		91,140	146,839	1,000,000	853,161
Port Isabel Access Rd	2400				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	15,000	15,000
CIP - Environmental Studies	15120	<u>0</u>	<u>0</u>	<u>35,000</u>	<u>35,000</u>
Total Port Isabel Access Rd		0	0	50,000	50,000
Spur 54 Project	2425				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	5,351	10,000	4,649
CIP - Environmental Studies	15120	0	12,043	34,000	21,957
Total Spur 54 Project		0	17,394	44,000	26,606
Toll Equipment & Operational Infrastructure	5000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Legal Costs	15300	0	1,373	0	(1,373)
Toll Equipment & Software in Process	16000	<u>17,657</u>	<u>767,495</u>	<u>1,250,000</u>	<u>482,505</u>
Total Toll Equipment & Operational Infrastructure		<u>17,657</u>	<u>768,868</u>	<u>1,250,000</u>	<u>481,132</u>
Total Capital Projects		<u>124,635</u>	<u>1,769,878</u>	<u>12,844,000</u>	<u>11,074,122</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 7/31/2017
(In Whole Numbers)

	<u>Current Year</u>
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	12,828
CCRMA Operating Fund	1,371,278
CCRMA Merchant Card Account	71,380
CCRMA Mail Payments Account	69,445
CCRMA Line of Credit Account - TRB	988
Toll Operators Cash	60
TxDMV Escrow Account	21,001
TxTag - Replenishment Account	10,120
CCRMA Bond/Debt Funds	<u>1,312,346</u>
Total Cash and cash equivalents	2,869,446
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	62,732
2010 A & B Pledged Revenue Funds	815,144
2010 A Debt Reserve	1,049,552
2010 B Debt Reserve	1,231,125
2012 Bond CAPI funds	999
2012 Bond Operating Fund	5,471
2012 Bonds Rate Stabilization Fund	1,600,000
2012 Bonds Debt Service	954,585
2012 Bond Renewal & Replacement Fund	40,000
2012 Pass Thru Pay Revenue ACCU	1,385,000
2014 Refunding Series Escrow Account	671
2014 Refunding Series 10 Proceeds	5,125
Series 2014 Revenue and Tax	<u>1,750</u>
Total Restricted cash accounts - debt service	7,152,155
Accounts receivable	
Accounts Receivable - Customers	10,051
TPS Accounts Receivable	940,662
TPS RBP Accounts Receivable	17,609
Vehicle Registration Fees - Receivable	500,336
Employee Receivables	<u>150</u>
Total Accounts receivable	1,468,808
Accounts receivable - other agencies	
Due from Other Agencies	<u>348,923</u>
Total Accounts receivable - other agencies	348,923
Prepaid expenses	
Prepaid Rent	1,750
Prepaid Other Expense	<u>5,866</u>
Total Prepaid expenses	<u>7,616</u>
Total Current Assets:	11,846,947
Non Current Assets:	
Capital assets, net	

Land & Right of Way	98,750
Buildings	202,803
Accumulated Depreciation-Buildings	(15,210)
Improvements	20,791
Accumulated Depreciation-Improvements	(768)
Furnishings & Equipment	7,591,215
Accumulated Depreciation-Furnishings & Equipment	(1,128,395)
Software & Technology	19,792
Accumulated Depreciation Software & Technology	(11,875)
Infrastructure & Utilities	64,200,349
Improvements - Infrastructure	303,670
Accumulated Depreciation-Infrastructure	(2,790,385)
Total Capital assets, net	68,490,737
Capital projects in progress	
CIP - Planning & Coordination	898,694
CIP - Preliminary Engineering & Design	4,105,236
CIP - Environmental Studies	15,398,300
CIP - Mitigation	293,506
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	67,099
CIP - Right of Way	104,568
CIP - Construction Management	82,899
CIP - Direct Legal Costs	316,759
CIP - Capitalized Interest	61,658
CIP - Direct Administration	493,049
CIP - Indirect Administration and Overhead	570,258
Toll Equipment & Software in Process	<u>1,884,723</u>
Total Capital projects in progress	24,276,748
Other assets	
Other Assets	46,621,328
Deferred Outflow - Changes of Assumption	<u>1,138</u>
Total Other assets	46,622,466
Unamortized bond prepaid costs	
2012 Bonds Prepaid Insurance	108,002
2014 Bond Prepaid Insurance	<u>10,888</u>
Total Unamortized bond prepaid costs	<u>118,890</u>
Total Non Current Assets:	<u>139,508,841</u>
Total ASSETS	<u>151,355,788</u>

LIABILITIES

Current Liabilities

Accounts payable

AP - Operations 99,881

AP - Project Exenditures 162,185

Total Accounts payable 262,066

Accrued expenses

TxTag Customer Deposits 1,152

Toll Refunds from MSB 7,026

Accrued Expense (1)

Total Accrued expenses 8,177

Payroll liabilities

Federal Tax Withholding (8)

Payroll Tax Payable (192)

Retirement Contribution Payable	3,788
Health Insurance Payable	1,200
Aflac Employee Liabilities	34
Dental Insurance Payable	(15)
Employee Vision Insurance	(25)
Total Payroll liabilities	4,782
Deferred revenue	
UFV Fund Deposits	1,665
Deferred Revenue	1,662
TPS Customer Deposits	1,729
Restricted Funds - West Rail	<u>309,507</u>
Total Deferred revenue	<u>314,562</u>
Total Current Liabilities	589,587
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Procurement Deposits and Other	89,758
Due to other Entity's	<u>2,014,428</u>
Total Due to other agencies	2,271,686
Due to TxDot	
Union Pacific - West Rail Project	29,522,370
Union Pacific - Olmito Switchyard	9,919,811
TxDot FAA - South Padre Island	12,991,920
TxDot FAA - West Parkway	2,244,589
TxDot FAA - Outer Parkway	<u>480,774</u>
Total Due to TxDot	55,159,464
Long term bond payable	
2010A Bonds Payable	4,480,000
2010A Unamortized Premium	13,761
2010B Bonds Payable	15,535,000
2012 Bonds Payable	25,660,000
2012 Unamortized Premium	3,862,351
2014 Bonds Payable	4,305,000
2014 Bond Premium	139,882
2010A Refund Series 2014	5,475,000
2010A Refund Premium Series 2014	97,922
2010A Refunding Deferred Charge 2014 Series	31,341
2015 CO Bonds	4,255,000
2015 CO Bonds Discount	(37,186)
2016 Refunding Series Toll Revenue	15,805,000
2016 Refunding Series Bond Premium	100,180
2016 Refunding Series Deferred Amount on Refunding	(251,775)
Total Long term bond payable	<u>79,471,476</u>
Total Non Current Liabilities	<u>136,902,626</u>
Total LIABILITIES	<u>137,492,214</u>
NET POSITION	
Beginning net position	
	<u>13,225,338</u>
Total Beginning net position	13,225,338
Changes in net position	
	<u>1,157,962</u>

Total Changes in net position	<u>1,157,962</u>
Total NET POSITION	<u>14,383,300</u>
TOTAL LIABILITIES AND NET POSITION	<u>151,875,514</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Statement of Cash Flows
As of 7/31/2017

	<u>Current Period</u>	<u>Current Year</u>
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	250,910.00	2,542,850.00
Receipts from MSB/Interop Toll revenues	47,684.39	776,386.52
Receipts from TPS Toll Revenues	132,751.18	904,417.22
Receipts from Other Operating Revenues	165,833.70	2,270,619.15
Payments to Vendors	(111,339.53)	(2,127,433.58)
Payments to Employees	(65,391.79)	(717,042.10)
Total Cash Flows from Operating Activities	<u>420,447.95</u>	<u>3,649,797.21</u>
Cash Flows from Capital and Related Financing Activities		
Acquisitions of Property and Equipment	0.00	(303,670.00)
Acquisitions of Construction in Progress	(462,613.46)	(2,438,435.35)
Payments on Bond Interest and Principal	0.00	(1,675,751.97)
Proceeds related to Redevelopment Assets	0.00	60,839.14
Advances on FAA and Grant Proceeds	426,409.22	1,625,637.71
Total Cash Flows from Capital and Related Financing Activities	<u>(36,204.24)</u>	<u>(2,731,380.47)</u>
Cash Flows from Investing Activities		
Receipts from Interest Income	1,582.78	18,776.34
Total Cash Flows from Investing Activities	<u>1,582.78</u>	<u>18,776.34</u>
Beginning Cash & Cash Equivalents		
	<u>9,567,373.06</u>	<u>9,084,307.55</u>
Ending Cash & Cash Equivalents	<u>9,953,199.55</u>	<u>10,021,500.63</u>

**3-C CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
BEATTY BANGLE STRAMA.**

Eddie Lucio III

MOBILE | 956 | 495 3004

TEL: 956 | 280 5405

July 17, 2017

Confidential Attorney Client Privileged Communication

Via Electronic mail

Pete Sepuvela
Executive Director
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Re: Engagement Agreement for Legal Services

Dear Mr. Sepulveda:

Thank you for the opportunity to represent the Cameron County Regional Mobility Authority ("CCRMA"). This letter is written to confirm our mutual understandings and agreements regarding Beatty Bangle Strama P.C.'s ("BBS" or "the firm") provision of legal services to the CCRMA in connection with the matters described in this letter. Please let me know as soon as possible if you have any questions about this letter or if you are concerned about any aspect of our representation.

Description and Scope of Services; Identification of Client

BBS is being retained to provide general counsel legal services to the CCRMA, including attendance of meetings, review of agenda items, general employment law counsel, basic contract review, response to open records requests and other matters considered within the purview of general legal counsel services. In addition, BBS may be retained on other matters on an as-requested basis at the direction of the CCRMA staff. If the CCRMA elects to retain BBS to represent it in other matters not considered within the scope of general counsel services, the terms of this letter will apply unless we enter into a subsequent engagement agreement.

Information Disclosure From the CCRMA

To enable BBS to provide effective legal services in the identified matters and any other matters upon which the CCRMA consults with us, it is essential that the CCRMA agrees to disclose to us fully and accurately all material facts pertaining to such matters, and to keep us informed of all developments related to such matters.

BBS will send copies of correspondence and other significant documents or materials related to the matters to the attention of Pete Sepulveda, unless the CCRMA requests that these communications be sent to another client representative.

Attorneys Handling Your Representation

Eddie Lucio III will be the primary attorney contact handling matters for the CCRMA. Other attorneys in the firm will also work on your matters as we deem advisable and cost-efficient for the CCRMA. BBS also uses paralegals and legal assistants in providing professional services when we believe that their use will reduce legal costs and improve efficiency.

Legal Fees and Fee Estimates

BBS's charges for legal services will be based on the firm's hourly rates for attorneys and paralegals representing CCRMA. My hourly rate for the subject matter of this engagement is \$200.00. Associates will be billed at \$200.00. The hourly rate for BBS's lead litigator will be presented to the client for approval at that time. Legal assistants and paralegals are billed at an hourly rate between \$85.00 and \$100.00. The firm's hourly rates for attorneys and legal assistants are adjusted periodically, normally in January or February of each year, and the firm will bill you on the basis of adjusted rates and charges after any such adjustment.

At times, clients request that we provide estimates of legal fees and expenses to be incurred in connection with a particular task. Any estimates of fees and expenses will be made with the CCRMA's understanding and agreement that the fee estimates are, by their nature, inexact and subject to uncertainty. The actual legal fees and expenses in handling any such matter will exceed or fall below any estimates.

BBS generally submits statements for legal fees on a monthly basis, or shortly after services are rendered or expenses incurred. If the CCRMA has questions or concerns about the fees and expenses, please contact us promptly. Unless the CCRMA advises otherwise, BBS will assume that the CCRMA generally approves of the level of representation provided in this matter.

Disbursements, Costs and Expenses

In addition to legal fees, BBS charges for out-of-pocket costs and expenses incurred in representing the CCRMA. These include, but are not limited to, filing fees, travel, photocopies, facsimile copies, postage, overnight or special couriers, long distance telephone calls, court reporter costs, deposition fees and expert witness fees. BBS will not retain any expert witness or outside consultant on the CCRMA's behalf without prior consultation with you. These charges will not be marked-up by BBS when billed to the CCRMA.

Many of the costs and expenses will be included in monthly statements to the CCRMA. BBS may forward certain invoices to the CCRMA for direct payment. Invoices typically

forwarded to the client for direct payment include charges of third-party vendors, such as court reporter charges, deposition fees, expert witness fees, and filing service fees. If out-of-pocket expenses are significant, the BBS may require an expense deposit from the client to be held in a designated account for payment of expenses.

Timely Payment of Fees and Expenses

While the firm's statements for fees and expenses are due upon receipt, we expect that our monthly statements will be paid no later than thirty (30) days after receipt. By entering into this representation agreement, the CCRMA agrees to timely payment of the firm's invoices for fees and expenses related to the representation.

Retainer

A retainer is an advance payment that may be applied toward amounts the CCRMA owes BBS. BBS will not require a retainer at this time.

Withdrawal or Termination

Subject to the limitations imposed by the Texas Disciplinary Rules of Professional Conduct, we reserve the right to withdraw from this representation if we believe the attorney-client relationship is unsatisfactory or for any other reasons that are permitted by those rules. The CCRMA may terminate the relationship at any time.

Expenses and other charges accrued on the CCRMA's behalf up to the date of termination by either BBS or the client will be payable under the payment terms of this agreement.

Disposition of Files and Documents

BBS will retain documents the CCRMA furnishes to us in our client files. The CCRMA will maintain its own copies of documents that are furnish to us. At the conclusion of the representation (or earlier if appropriate), please advise us as to which, if any, documents the CCRMA wishes us to return. BBS may also keep copies for its own records. BBS will retain or dispose of any remaining documents or other materials in accordance with its record retention policy then in effect.

Post-Engagement Matters

After resolution of any matter or dispute, changes may occur in the applicable laws or regulations that could have an impact upon the CCRMA's future rights and liabilities. Unless the CCRMA engages us to provide additional advice on issues arising after resolution of the matter or dispute, BBS will have no continuing obligation to advise the CCRMA with respect to future legal developments. Further, unless the CCRMA and BBS agree in writing to the contrary, BBS

will not monitor deadlines for this matter following the termination or completion of this immediate engagement.

Guarantee Disclaimer

It is important that the CCRMA understands and accepts that BBS cannot make and has not made any guarantee regarding the outcome of its representation. Nothing in this agreement and no statements by BBS's staff or attorneys constitutes a promise as to results, or a guarantee. Any statements by BBS about the outcome of litigation or other legal proceedings are expressions of opinion only.

Notice to Clients / Grievances

The State of Texas investigates and prosecutes professional misconduct by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional misconduct, the Office of General Counsel of the State Bar of Texas will provide the CCRMA with information about how to file a complaint. For more information, please call 1-800-932-1900.

Miscellaneous Provisions

This agreement supersedes all prior oral or written agreements made regarding BBS's representation of the CCRMA. This agreement can be amended or modified only in writing. Nothing in this agreement is intended or shall be construed as impermissibly waiving or limiting BBS's or its attorneys' professional obligations to the CCRMA or to the profession under the Disciplinary Rules of Professional Conduct adopted by the State Bar of Texas or other law, including the Sarbanes-Oxley Act of 2002. This agreement shall be binding upon the CCRMA and BBS, and our respective heirs, executors, legal representatives, successors and assigns.

Conclusion

Once again, we are pleased to have this opportunity to work with the CCRMA. Please contact me as soon as possible if this agreement does not accurately reflect your understanding of the terms of our engagement. Corrections or changes must be in writing and initialed by the CCRMA and by BBS. Otherwise, please sign and return a copy of this agreement to me with the requested retainer, if any, at your earliest convenience. Our representation will commence upon receipt of the signed engagement letter and legal retainer.

Sincerely,

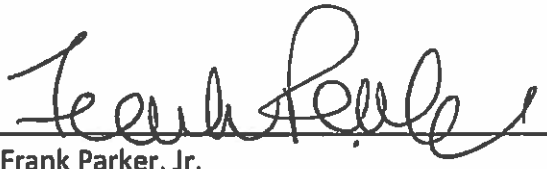
Eddie Lucio III

Eddie Lucio III

ELIII:rs

AGREED:

Cameron County Regional Mobility Authority

By: 
Frank Parker, Jr.
RMA Chairman

**3-D CONSIDERATION AND APPROVAL OF AGREEMENT BETWEEN THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE
RENTFRO LAW FIRM.**

THE RENTFRO LAW FIRM, P.L.L.C.

DANIEL L. RENTFRO, JR.
drentfro@rentfrolawfirm.net

DAVID F. IRWIN
david@rentfrolawfirm.net

DANIEL L. RENTFRO
(1925 - 2007)

WILLIAM J. IRWIN
bill@rentfrolawfirm.net

ATTORNEY-CLIENT AGREEMENT

July 14, 2017

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

Re: Legal Services for the Cameron County Regional Mobility Authority

Dear Mr. Sepulveda,

This letter will document our agreement for representing the Cameron County Regional Mobility Authority, in the referenced matter. Please read this letter carefully. It describes the terms and conditions under which we will represent you in the referenced matter. Our policy requires that each client sign a copy of this letter agreeing to the terms and conditions described below before we can engage in representation.

The terms and conditions of our engagement are as follows:

This is an employment agreement, and an appointment of an attorney-in-fact, between The Rentfro Law Firm, P.L.L.C. (the "Attorneys") and the Cameron County Regional Mobility Authority (the "Client").

1. *Scope of Employment.* Attorneys will represent Client with respect to providing legal services such as, attending all regular and special board meetings; having informal telephone consultations with the Executive Director, Board Members, and Staff for informal opinions; preparing legal opinions and reviewing written documents and contracts, when needed; advising Client on government operations or personnel matters; representing Client in litigation involving Client; and, providing all other legal services reasonably related to serving the Cameron County Regional Mobility Authority.

2. *Attorneys-in-Fact.* Client hereby constitutes and appoints Attorneys to be Client's attorneys-in-fact.

3. *Attorneys' Fees.* All Attorneys' fees will be billed at the following rates:

(a) Daniel Rentfro, Jr.:	\$240.00 per hour
(b) David F. Irwin and William J. Irwin:	\$160.00 per hour
(c) Paralegals:	\$72.00 per hour

We review these hourly rates periodically and adjust them if appropriate. We are sensitive to the fact that Cameron County Regional Mobility Authority is a public body. Accordingly, the above hourly rates constitute a substantial reduction, *i.e.*, 20%, from the firm's regular hourly rates. Those rates will remain fixed for the primary term of this Agreement.

Our policy is to bill clients periodically, usually monthly, for fees and out-of-pocket expenses. Each lawyer records the time required to perform services and these time records are the basis for the bills. These bills will generally describe services performed and the expenses incurred. For large expenses, we may request the supplier bill you directly.

Because of the detailed nature of our statements, our clients do not usually have any questions about them. However, if any question should arise, please call us promptly so we can discuss the matter.

Our hourly rates do not include any interest for slow payment. Because of this and the fact that we do not include a service charge for late payments, all legal fees are payable upon receipt. If applicable laws allow Attorneys to seek to recover such fees from a third party, Attorneys will do so. Client understands and agrees, however, that such legal fees are due and payable when billed whether or not such fees can be recovered for Client at a later date. Any attorneys' fees which are recovered from a third-party will be paid over to Client, so long as all fees due and payable under this agreement have been paid.

From time to time, we may provide you with certain estimates of the fees and expenses that will be required at certain stages of our representation. Such estimates are just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, particularly the extent to which other parties require our involvement on your behalf. The reason we submit our clients' bills shortly after the services are rendered is so they will have a means of monitoring and controlling their expenses. If you believe the expenses are mounting too rapidly, please contact us immediately so we can assist you in evaluating how they might be curtailed. If we do not hear from you, we assume that you approve of the overall level of activity in this matter.

In representing you, we recognize that we may be disqualified from representing any client in any matter related to our representation of you. We also recognize that we may be disqualified from representing any client in any matter in which confidential information concerning you, and made available to us during our representation of you, becomes material or relevant to another matter or in which use or knowledge of such information could be adverse to your interest. We further agree that we would undertake no matter adverse to you, regardless of technical issues of disqualification, during the term of this agreement.

You agree that, except as stated above, once this agreement is terminated the firm shall be entitled to represent the interests of any other client against you in litigation, business negotiations or other legal matters, provided that the firm is not disqualified by applicable rules of professional conduct.

4. *Conflicts of Interest.* In order to avoid questions of conflicts of interest, we must clearly state the scope of our representation. We represent the Cameron County Regional Mobility Authority in connection with providing legal services. We do not represent the Executive Director or any Director or Staff in his or her respective, individual capacities.

5. *Costs.* All out-of-pocket expenses incurred by Attorneys in the handling of Client's matter will be reimbursed by Client on a monthly basis. All other costs will be billed in the exact amount incurred.

6. *Other Attorneys.* Client understands that it may be necessary to associate other attorneys to assist in the handling of Client's claims; however, this will first be discussed with Client should the need arise.

7. *Withdrawal from Agreement.* You may discharge us from this representation at any time. We will be free to withdraw at any time and without cause, subject to reasonable notice under the circumstances and to approval by any court which your matter may be pending. More specifically, Client authorizes Attorneys to withdraw from this agreement at any time upon the happening of any of the following events: (a) Client fails to pay attorneys' fees or to reimburse expenses when they are due, after reasonable notice; or (b) Client fails to cooperate in discovery.

Further, circumstances may arise that will require us to withdraw from representation under the Texas Disciplinary Rules of Professional Conduct or other applicable professional standards. In such circumstances, as well as the instances referred to above, we will cooperate in the transfer of the matter to other counsel of your choice. We will be entitled to receive compensation from you for all services rendered and all disbursements made, pursuant to the provisions of this agreement, up to the time of withdrawal.

8. *Indemnification.* Client agrees to indemnify the Attorneys for any action taken against the Attorneys, by another party. More specifically, the Client agrees to defend the Attorneys and reimburse the Attorneys for any fees or costs expended in responding to or defending itself for claims related to the debt collection, execution or eviction activities.

9. *Attorney's fees secured by law.* It is the Client's obligation to pay the Attorneys for expense(s) incurred pursuant to this Agreement.

10. *No Oral Modifications.* Client agrees that this Attorney-Client Agreement will not be modified by any oral agreement; instead, all modifications of this agreement must be in writing and signed by both Attorneys and Client.

11. *Agreement Binding.* Client agrees that this Attorney-Client Agreement shall be binding on Client, his or her successors, heirs, executors, or assigns.

12. *Texas Law Applies.* This agreement shall be interpreted and construed according to the laws of the State of Texas.

13. *Place of Performance.* This agreement is to be performed in Cameron County, Texas.

14. *Effective Date.* This agreement is effective as of the 1st day of September 2017.

We discuss the terms and conditions of our engagement so candidly because you are entitled to know and this should avoid any misunderstandings later. Please sign a copy of this letter in the space below, indicating your agreement to the terms and conditions set forth above. Your confidence in choosing the undersigned and this firm to provide legal services is greatly appreciated.

Very truly yours,

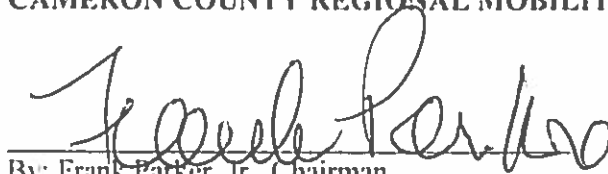
THE RENTFRO LAW FIRM, P.L.L.C.



David F. Irwin
FOR THE FIRM

APPROVED and AGREED TO:

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY



By: Frank Parker, Jr., Chairman

Date Signed: 9/1/17

**3-E CONSIDERATION AND APPROVAL OF AN INTERLOCAL
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY AND CAMERON COUNTY.**

STATE OF TEXAS)
)
CAMERON COUNTY)
 Contract No. 2017C08237

INTERLOCAL COOPERATION AGREEMENT

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

1. **PURPOSE OF INTERLOCAL COOPERATIVE AGREEMENT:** To allow the CCRMA to develop Projects on behalf of COUNTY.
2. **PROJECT TO BE COMPLETED:** To advance Projects listed in Exhibit A through the Environmental, Design and Construction phases. Most of these projects will improve access to and from COUNTY owned international bridges and eventually increase crossings and revenues for the COUNTY.
3. **CCRMA HEREBY AGREES TO:**
 - a. To coordinate with the Texas Department of Transportation, Federal Highway Administration, Federal Railroad Administration, Customs and Border Protection (CBP), U.S. Department of State and other local, state and federal entities or agencies on activities necessary to advance the Projects through the Environmental, Design and Construction phases;
 - b. To provide monthly progress reports of activities to the COUNTY, including preliminary cost estimates and project schedules;
 - c. To coordinate and provide for a presentation to the Texas Department of Transportation Commission for the inclusion of Projects into plan for transportation funding for those phases eligible under the present highway guidelines.
 - d. To provide for early consultations with the environmental agencies.
 - e. To coordinate with local MPO's funding opportunities for the Projects.
 - f. To utilize their General Engineering Consultants to perform the necessary environmental, design and construction management tasks.
4. **COUNTY HEREBY AGREES TO:**
 - a. To provide funding from local funds, bond proceeds if eligible or federal grants for the Environmental, Design and Construction Management phases of the Projects.
 - b. To provide resources, if necessary and applicable from the Engineering, Public Works, Planning and the International Bridge System.
5. CCRMA will submit to Commissioners Court the scope and fee for every Project and will not commence work without Commissioners Court approval of the scope and fee.
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.

EXHIBIT A

- 1. Expansion of Truck lanes into the CBP Primary Inspection Booths**
 - 2. Expansion of Passenger Vehicle Primary Inspection Lanes into CBP Primary Booths**
 - 3. Overpass at the intersection of I69E and University Blvd.**
 - 4. Overpass at the intersection of FM 509 and U.S. 281 (Military Highway)**
 - 5. Realignment of Railroad near and around Commerce Street in Harlingen**
 - 6. Projects that are on the TRZ List of Projects**
-
- 7. Any Project mutually agreeable by the COUNTY and CCRMA**

7. This Interlocal Cooperation Agreement constitutes a one-time Agreement between the Parties and does not constitute a continuing Agreement for the COUNTY and CCRMA. The Interlocal Cooperation Agreement expires when the Projects are completed or a 30 day termination notice is given by either COUNTY or CCRMA.
8. The Rules, Regulations and Orders of COUNTY shall govern this Interlocal Cooperation Agreement and the Parties agree that COUNTY shall supervise the performance of this Interlocal Cooperation Agreement.
9. 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 COMMISSIONERS COURT and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS.

Executed on this 15th day of August, 2017.

Attested by:


Sylvia Garza-Perez
County Clerk



Attested by:


David N. Garza
CCRMA Secretary


Eddie Trevino, Jr.
County Judge


Frank Parker, Jr.
CCRMA Chairman

- 3-F CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING
AN INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT
OF TRANSPORTATION FOR SH 550 GAP 1 PROJECT OFF SITE
TESTING.**

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation
Cameron County Regional Mobility Authority

TxDOT
Local Government

II. PURPOSE: Perform material inspection and testing services.**III. STATEMENT OF SERVICES TO BE PERFORMED:** TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$10,000 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.**V. TERM OF CONTRACT:** This contract begins when fully executed by both parties and terminates on 8/31/2018 or when otherwise terminated as provided in this Agreement.**VI. LEGAL AUTHORITY:**

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated 9.1.2017, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance and **Attachment E**, Location Map Showing Project.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By


Frank Parker, Jr.
Chairman

Date

9/1/17

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By


Kenneth Stewart
Director of Contract Services

Date

09/12/17

ATTACHMENT A
Scope of Services

The Texas Department of Transportation (TxDOT) agrees to perform material inspection and testing services as requested by the Local Government, and subject to the terms set forth below. Material inspection and testing services to be performed by TxDOT consists of the following:

- Various inspected materials fabricated off-site (structural steel bridge components, pre-cast concrete stressed/non-stressed products, and miscellaneous fabricated products).
- Other materials inspection and testing as agreed upon in writing by TxDOT and the Local Government.

Inspections will be performed in compliance with the specifications and instructions supplied by the Local Government and are subject to the terms and conditions described below. Written inspection or test reports will be provided to the Local Government in accordance with TxDOT's existing policies as inspection and testing services are performed by TxDOT.

Prior to the commencement of material inspection and testing services, the Local Government shall provide TxDOT with a single point of contact for this scope of services. TxDOT will direct all invoices, test reports, questions and other issues to this point of contact. The Local Government shall provide an email address to which invoices will be sent. The Local Government shall provide written notification of a change to the point of contact.

INSPECTED MATERIALS

The Local Government will provide TxDOT a list of the materials requiring inspection. Estimated quantities of each material will also be provided. The types of products and the extent of the inspections will be as agreed upon prior to commencement of any inspections. The level of inspection and documentation furnished for Local Government inspections will be as provided for typical TxDOT projects.

TxDOT will only perform inspection services for the Local Government at structural steel fabrication plants, commercial precast prestressed and non-stressed concrete products plants, and other miscellaneous fabrication plants where TxDOT routinely provides such inspection and testing services for its own highway materials or for others. Out-of-state inspections for Local Government will be performed only when TxDOT has employees scheduled to conduct inspections for TxDOT projects at the requested locations, unless agreed upon otherwise. All out-of-state inspections will require reimbursement of the additional costs for travel (airfare, lodging, per diem, vehicle rentals, and other miscellaneous costs). Reimbursement will be requested through invoices from TxDOT.

TxDOT reserves the right to prioritize or reschedule any inspection and testing services according to the following:

- Inspection and testing services may be cancelled or deferred due to unavailability of TxDOT personnel to perform the necessary inspection
- Inspections for the Local Government will be given lower priority than inspections performed by TxDOT for TxDOT projects
- Inspections for the Local Government may be rescheduled to coincide with the inspection of products for TxDOT projects.

The Local Government and its fabricators will abide by the Nonconformance Report (NCR) process utilized by TxDOT for disposition of products that do not meet the requirements of the Local Government's specifications provided.

WORK REQUESTS

A minimum of two (2) weeks prior to TxDOT performing any inspections, the Local Government will submit Work Requests to TxDOT. Submit one Work Request per Fabricator and include the following:

- Project information (i.e. contract number, CSJ, etc.)
- Work description
- Type and estimated quantity of material(s) to be inspected
- Fabricator information (Name, contact person, phone number, physical location)
- Desired date of inspection
- Name, title, signature, and telephone number of the Local Government's authorized representative.
- Specification Item or Special Specification to be used for inspection
- List of the Local Government's amendments to Specification Item
- Local Governments Special Specifications
- Complete set of necessary design drawings, material specifications, and shop drawing files in Adobe .pdf format to perform inspection of the material.

Incomplete Work Requests will not be accepted. E-mail completed Work Requests, with attachments, as an Adobe .pdf format to CST_Structuralcorrespondence@txdot.gov and include "Work Request" in the subject line.

TEST REPORTS

TxDOT will send test reports and pertinent information to the Local Government's designated point of contact for services performed as attachments to invoices for services.

ATTACHMENT B

Texas Department of Transportation Inspection & Testing Rates

TxDOT will only perform inspection and testing services outlined in Attachment A.

Charges will be based on rates in effect at the time inspection and testing services are performed.

Current Inspection and Testing Rates are published at

http://ftp.dot.state.tx.us/pub/txdot-info/cst/inspection_testing.pdf

Invoices will be sent to the Local Government on a monthly basis. Payments are due within 30 days of date of invoice and will be mailed to the following address:

Texas Department of Transportation
P. O. Box 149001
Austin, Texas 78714-9001

INSPECTION AND TESTING						
ITEM NO	2014 DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
409	6001	PRESTR CONC PILE (16 SQ IN) (SULF)	LF	1,160	\$0.4260	\$494.16
425	6010	PRESTR CONC SLAB BEAM (5SB12)	LF	708	\$0.9261	\$655.68
425	6010	SUBSIDIARY ELASTOMERIC PADS	EA	72	\$3.0870	\$222.26
610	6066	INS RD IL AM(TY ST) 40T-10(.25KW)S	EA	4	\$29.9439	\$119.78
610	6086	INS RD IL AM(TY SA) 50T-10-10(.4KW)S	EA	7	\$29.9439	\$209.61
647	6001	INSTALL LRSS (STRUCTURAL STEEL)	LB	3,949	\$0.6791	\$2,681.77
						\$4,383.25

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

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

Article 11. Notices

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

Local Government:	Cameron County Regional Mobility Authority Attn: Pete Sepulveda, Jr. Executive Director 3461 Carmen Ave. Rancho Viejo, TX 78575
TxDOT:	Texas Department of Transportation Attention: Director, Contract Services 125 East 11 th Street Austin, TX 78701-2483

All notices shall be deemed given on the date delivered in person or deposited in the mail. 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.

ATTACHMENT D
Resolution or Ordinance

THE STATE OF TEXAS

COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 1ST DAY OF SEPTEMBER 2017, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN SPECIAL SESSION AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING RESOLUTION WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR SH 550 GAP 1 PROJECT OFF-SITE TESTING"

WHEREAS, the Cameron County Regional Mobility Authority ("CCRMA") is in need of Material Inspection and Testing for the SH 550 Gap 1 Project; and

WHEREAS, the CCRMA has found it necessary to enter into an Interlocal Agreement with the Texas Department of Transportation to provide Off-Site Testing for the SH 550 Gap 1 Project.

NOW THEREFORE, BE IT RESOLVED, that the CCRMA Board of Directors approves this resolution and Interlocal Agreement and authorizes the Chairman to execute any necessary documents with the Texas Department of Transportation.

Passed and Adopted by the Board of Directors of the Cameron County Regional Mobility Authority on the 1st day of September, 2017.



Frank Parker Jr.
Chairman



Ruben Gallegos, Jr.
Vice Chairman



Michael F. Saieef
Treasurer



David N. Garza
Secretary



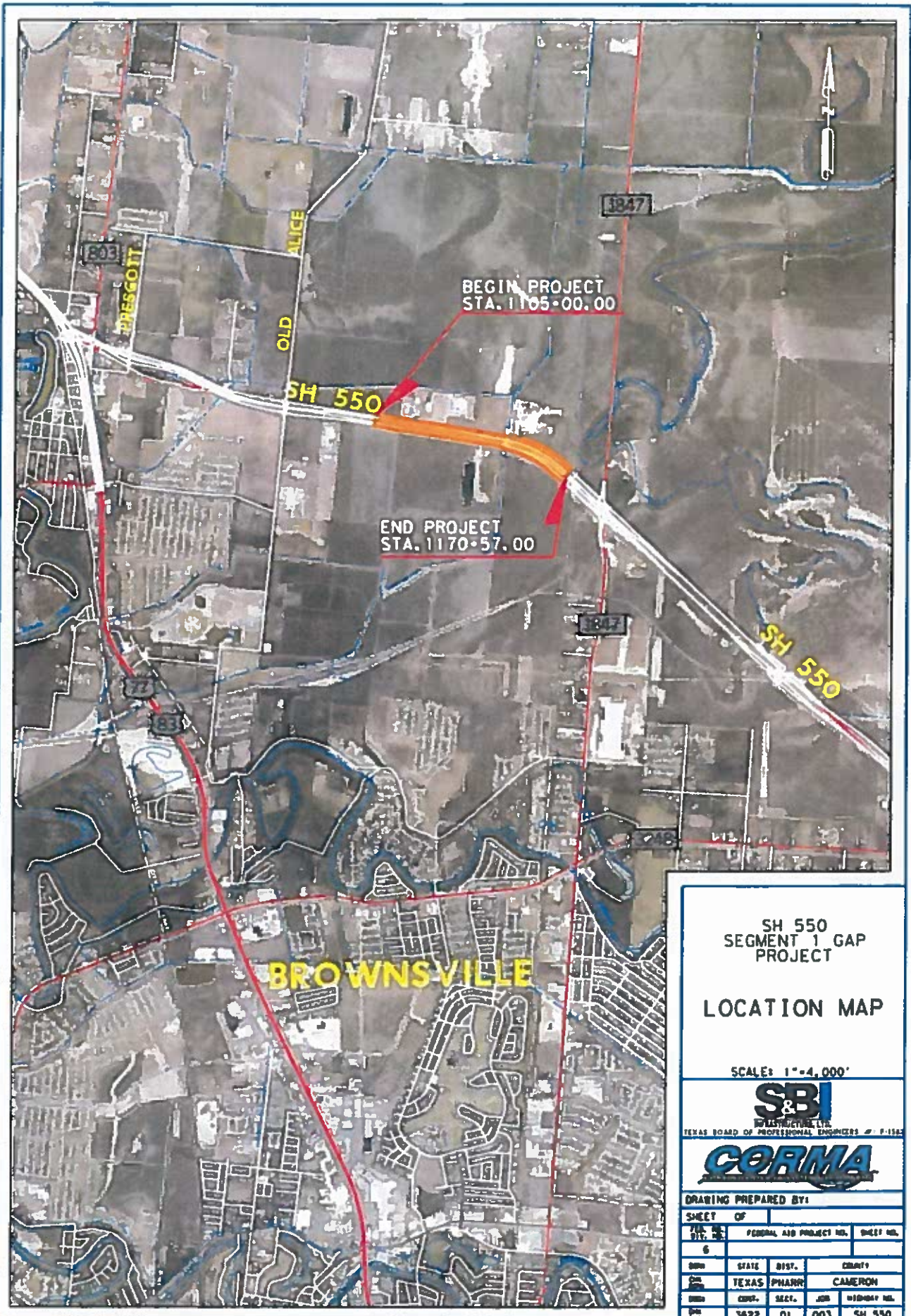
Mark Esparza
Director



Nat Lopez
Director

absent
Horacio Barrera
Director

ATTACHMENT E
Location Maps Showing Project



SH 550
SEGMENT 1 GAP
PROJECT

LOCATION MAP

SCALE: 1"=4,000'

S&B
INFRASTRUCTURE, L.P.C.

TEXAS BOARD OF PROFESSIONAL ENGINEERS # P-1152

CORMA

DRAWING PREPARED BY:

SHEET OF		FEDERAL AID PROJECT NO.		SHEET NO.
6				
STATE	DIST.	COUNTY		
TEXAS	PHARR	CAMERON		
CON.	SECT.	JOB	HIGHWAY NO.	
3622	01	003	SH 550	

**3-G CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO.
10 WITH S&B INFRASTRUCTURE FOR THE SPI 2ND ACCESS PROJECT.**

WORK AUTHORIZATION NO. 10

This Work Authorization is made as of this 8th day of June, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County ("Client") and S&B Infrastructure, Ltd. ("Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

PART 1. The Engineer will revise the schematic layout based on the VE Study recommendations of a Twin Span structure. S&B will perform the services set forth in Exhibit B to this Work Authorization.

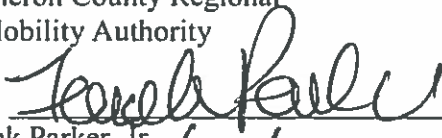
PART 2. The Client must pay S&B for the services being provided as follows [Place an "X" in the appropriate block]:

☒ The Services will be provided for the fixed price amount of \$238,056.86. This amount may be amended by mutual agreement of the Parties and established in a Work Authorization revision.


☐ The services will be provided on a cost reimbursable basis. The rates and associated charges are described in Exhibit D of this Work Authorization. The maximum amount payable for services under this Work Authorization is \$238,056.86 unless amended by mutual agreement of the Parties and established in a Work Authorization revision.

PART 3. This Work Authorization shall become effective on the date of final acceptance of the parties hereto. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement. This Work Authorization is hereby accepted and acknowledged below.

Cameron County Regional
Mobility Authority

By: 
Frank Parker, Jr.
Chairman
Date: 9/1/17

S&B Infrastructure, Ltd.

By: 
Daniel O. Rios, PE
Senior Vice President
Date: 9/1/17

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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. (The **Project** is further defined and more particularly identified in **Exhibit "A"** attached to this work authorization).

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE CONSULTANT
SOUTH PADRE ISLAND 2ND ACCESS PHASE 3B – ENVIRONMENTAL PROCESS
COMPLETION

County: Cameron Project: South Padre Island 2nd Access

SCOPE DETAILS:

The following Scope of Work describes the task details that are included in the Services to be provided by the CONSULTANT on the proposed 2nd Access Project.

The CONSULTANT will basically perform the tasks listed below based on the VE Study recommendation EN-10 "Build Twin Bridges to Eliminate Mitigation Requirements".

Note: Revised Hydraulics, Revised Hydraulics Report and Revised Bridge layout is not part of this work order scope.

TASK 110 – ROUTE AND DESIGN STUDIES

TASK 110.00 – NOTICE TO PROCEED

The CONSULTANT will not begin work on Route and Design Studies until the AUTHORITY has either granted written "Notice to Proceed" or the supplemental work authorization has been fully executed.

TASK 110.01 – PROJECT ADMINISTRATION AND COORDINATION

Subtask 110.01.01 – General Administration

The CONSULTANT will perform project administrative and coordination duties, including contract administration, project management, meeting minutes of required meetings and telephone conversations and other related administrative tasks (e.g., direct costs) associated with the project, including:

- A) Coordinate, execute and administer work authorization as required with the AUTHORITY.
- 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. Prepare a detailed schedule (provide in the AUTHORITY approved format) of anticipated monthly invoice billing linking to the project work authorization tasks. A monthly progress report will be submitted and 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, and survey forms 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 basis, but not less than once a month.

- E) Schedule – Prepare a detailed, graphic schedule linking work authorization tasks, subtasks, critical dates, milestones, deliverables and AUTHORITY/TxDOT/FHWA 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 work schedule Exhibit “C” and should these reviews indicate a substantial change in progress, a schedule recovery strategy will be developed and implemented and the schedule will be revised accordingly.
- F) QC/QA – S&BI will implement the following process:
- Self-Review (QC) – to be performed by all team members for their responsible part of the project. The DSR, applicable self-review checklists, electronic file plan, and TxDOT “go bys” are distributed to all team members, including project engineers / designers, and GIS / CADD.
 - Peer Review (QC) – All team members utilize peers of the same discipline and expertise to review the team member’s assigned task; peer review is also documented on the self-review checklists.
 - Technical Review (QA) – The technical review is performed by Independent Reviewers and/or S&BI QA Technical Review Team (TRT) two weeks prior to review submittals.
 - Team Review – Team Review will include the 30%, 60%, 90%, and final reviews. All comment resolution issues will be documented at each Technical Team Review / submittal, starting at the level of review that the comment(s) was generated, and if required escalated to the TRT for their resolution and final determination to the PM.

TASK 110.05 – GEOMETRIC LAYOUT (SCHEMATIC PLAN) DEVELOPMENT

Consistent with the CSS based approach to project development, throughout this task the Engineering, NEPA and Funding TWG will be engaged.

The CONSULTANT will develop a schematic plan for the VE study recommendation EN-10. Preliminary design considerations will include the following: design criteria (operation/safety), ROW requirements and project costs.

Subtask 110.05.01 – Typical Sections

The CONSULTANT will develop 8 typical sections of the bridge configurations at a proportional scale for incorporation into the schematic layout document. Typical section will include the following design elements:

- A) Centerline alignment. B) Profile grade line. C) ROW width (existing and proposed). D) Limits of bridge. E) Concrete traffic barrier railing. F) Illumination. G) Median width (separation distance). H) Shoulder widths. I) Lane widths. J) Clear zones. K) Pavement cross slope. L) Traffic directional arrows. M) Typical section description, including stationing and location (median openings.) N) Structure clearances, including

horizontal and vertical clearances. O) Turn lanes. P) Superelevation limits, stationing and rate.

Subtask 110.05.03 – Geometric Design (Horizontal and Vertical Control)

The CONSULTANT will develop vertical and horizontal alignments using Geopak for main lanes, ramps and cross streets. Geometric design will be developed in sufficient detail to determine basic engineering needs such as ROW, fill or embankment, retaining wall locations and surface drainage needs.

Subtask 110.05.04 – Preliminary Design Cross Sections

Preliminary design cross sections will be prepared for the preferred option at the 65% deliverable at a maximum interval of 500 feet for roadway and specific elevated sections where there is a variation in profile. The preliminary design cross section will extend 15 feet beyond the limits of the proposed and/or existing ROW lines. Cross sections will be provided in hard copy and electronic Geopak format on a compact disk (CD). Information on each section will include elevated bridge structures, as appropriate.

Subtask 110.05.06 – Schematic Plan Preparation

The CONSULTANT will develop the color schematic plan on planimetric base map to indicate general geometric features and location requirements of the project. All schematic design will be in conformance with American Association of State Highway and Transportation Officials (AASHTO) and the AUTHORITY's Highway Design Division, except where variances are permitted in writing by the AUTHORITY. The schematic plan will be submitted for milestone reviews at 30% of the 3 options, 60% submittal and subsequent submittals will be based on preferred option only, 90% and 100% complete. Subsequent submittals of the schematic will be revised by the CONSULTANT to reflect the AUTHORITY's, Design Division and FHWA review comments from the previous submittal. The schematic plan and related drawings will be provided on 22" roll plots at a scale of 1"=200' horizontal and 1"=10' vertical. An electronic MicroStation DGN graphic file containing the approved schematic will be provided by the CONSULTANT. The schematic plan will include the following:

- A) General Information.
 - 1) Design speed (mph).
 - 2) Vicinity map, showing project location and north arrow.
 - 3) North arrow and scale bar.
 - 4) Traffic volume projection diagram showing base year (2010) and design year (2030) projected average daily traffic (ADT) volumes, north arrow and roadway layout with street names.
 - 5) Texas county map, with city and district labeled.
 - 6) Completed federal aid title block.
 - 7) State plane coordinate reference, with datum and benchmark reference.
 - 8) Preliminary "not a bidding document" stamp, with a Texas Licensed Professional Engineer (PE) signature, name license number and date.
 - 9) Copyright stamp.

B) Plan.

- 1) Calculated roadway baselines for the express lanes, general purpose main lanes, direct connectors, frontage roads, ramps, u-turns and all cross streets.
- 2) Beginning and ending project limits with stationing.
- 3) Alignment stationing.
- 4) Point of Intersection (PI) number and stations.
- 5) Curve data, including PI number, PI station, delta, tangent, length, radius, Point of Curvature (PC) and Point of Tangency (PT) stations.
- 6) Equations (if applicable), back station and forward station.
- 7) Superelevation type, transition length and beginning and ending station.
- 8) Pavement edges for all improvements (main lanes, frontage roads, ramps and cross streets).
- 9) Lane and pavement width dimensions
- 10) Geometrics of speed change lanes.
- 11) Horizontal control, including panel points, benchmarks and coordinates.
- 12) Typical section location symbols.
- 13) Identify future ROW requirements adequate for future preparation of ROW maps.
- 14) 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.
- 15) Location and text of the proposed main lane guide signs.
- 16) Direction of traffic flow on all roadways, lane lines and/or arrows indicating the number of lanes will be shown.
- 17) Median lines (raised, painted and transitions), median widths and openings.
- 18) Roadway names and highway designations, railroad name, cross street names and locations, designated signalized intersections, acceleration and deceleration lanes, climbing lanes and transitions.
- 19) Explanation of the sequence and methods of staged construction.
- 20) Pedestrian and bicycle facilities and Americans with Disabilities Act (ADA) compliance.
- 21) Bridge and structure locations, including spans, bents, abutments and bridge type.
- 22) Sign structures and sign text.
- 23) Retaining wall locations, including beginning and ending station.

C) Profile.

- 1) Calculated profile grade for the express lanes, main lanes, direct connectors, frontage roads, ramps and cross streets. Vertical curve data, including VPI number and station, length, "K" and "e" values and type of curve (crest or sag) will be shown. Profile grade information will be shown on all plan sheets.
- 2) Longitudinal slopes.
- 3) Equations.
- 4) Beginning and ending of project.
- 5) Superelevation, including normal crown limits, transition length, full superelevation length and rates.
- 6) Existing ground line profiles and proposed roadway profiles will be shown on the plans.
- 7) Cross street name, station and elevation.
- 8) Existing and proposed bridges, including required vertical clearances, begin and end bridge limit stationing and span/bent/abutment locations and assumed superstructure depth.

Subtask 110.05.08 – Preliminary Engineering Report (PER) Preparation

The CONSULTANT will prepare a draft PER summarizing the findings of the various engineering studies and investigations. The preferred sheet sizes for the report are 11"x17" (landscape) and 8.5" x 11" (portrait). The draft PER will be submitted at 30%, 65% and 90% complete milestone reviews and will contain sufficient detail to reflect the applicable completion milestone submittal. The CONSULTANT will prepare a final PER for submittal with the 100% complete milestone review. The PER will be signed and sealed by a PE employed by the CONSULTANT and include key information such as the following:

- A) Summary of data collected and how it will, may be, or has been applied. B) Photographic record of project area. C) Summary of existing condition analysis. D) Alternatives assessment documentation report. E) Design Summary Report (DSR). F) Plan and profile exhibits G) Preliminary ROW technical memorandum. H) Summary of preliminary utility conflicts. I) Traffic control and sequence of construction technical memorandum. J) Traffic study technical memorandum. K) Crossing study technical memorandum. L) Preliminary construction cost estimates.

Deliverables:

☐ Draft PERs to accompany 30%, 65% ,90% (as described in Task 110.06) ☐ Ten (10) copies and a pdf of the final PER (as described in Task 110.06).

TASK 110.06 – MILESTONE SUBMITTALS AND REVIEWS

The CONSULTANT will assemble and submit the required number of below specified deliverables simultaneously to the AUTHORITY and the GEC OVERSIGHT TEAM. The specified number of deliverables shown will be submitted to the AUTHORITY. One (1) additional copy of each specified deliverable will be submitted to the GEC OVERSIGHT TEAM in both electronic (pdf) and hard copy format. Electronic submittals will be uploaded to ProjectWise. The AUTHORITY will ultimately determine if a submittal review meeting (SRM) is necessary. Review meetings will be planned for budgetary purposes but will only be held if so directed by the AUTHORITY.

Subtask 110.06.01 – 30% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 30% complete schematic review package.
 - 1.) One (1) electronic copy of the PER including the following:
 - ☐ Summary of data collected and how it will, may be or has been applied
 - ☐ Bridge Alternatives assessment documentation report
 - ☐ DSR
 - ☐ Preliminary ROW technical memorandum
 - ☐ Summary of preliminary utility conflicts
 - ☐ Bridge study technical memorandum
 - ☐ Preliminary construction cost estimate
 - 2.) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the schematic plan and related drawings (22" wide roll plots).

- 3.) One (1) copy of markups of internal QC review documents, including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 30% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.06.02 – Preliminary Design Cross Sections

The CONSULTANT will submit between the 30% and 65% Design Cross Sections, one (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections.

Subtask 110.06.03 – 60% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 60% complete schematic review package.
- 1.) One (1) electronic copy of the PER consisting of refined information from the 30% review submittal plus additional items including the following:
 - 2.) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
 - 3.) Five (5) copies of Form 1002 "Proposed Basic Design Data," including documentation of preliminary design exceptions and waivers as applicable and one (1) copy of all associated electronic files.
 - 4.) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 60% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.06.04 – 90% Complete Schematic Review Package

- A) The CONSULTANT will print/plot, assemble and submit the following for the 90% complete schematic review package.
- 1.) One (1) copies of the refined PER.
 - 2.) Two (2) hardcopy plots and all associated electronic files (MicroStation/Geopak) of the refined schematic plan (with cross sections) and related drawings (22" wide roll plots).
 - 3.) One (1) copy of markups of internal QC review documents including appropriate checklists.
- B) The CONSULTANT will prepare for and attend a 90% SRM if deemed necessary by the AUTHORITY. The CONSULTANT will prepare the meeting agenda and presentation aids and exhibits as appropriate. The CONSULTANT will prepare and submit meeting minutes.

Subtask 110.06.05 – 100% Complete Schematic Review Package

The CONSULTANT will print/plot, assemble and submit the following for the 100% complete schematic review package:

- A) One (1) copy of the final PER and one (1) copy of all associated electronic files.
- B) Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK).
- C) Five (5) copies of Form 1002 "Proposed Basic Design Data" page 3 of 3 and one (1) copy of all associated electronic files.
- D) One (1) copy of markups of internal QC review documents including appropriate checklists.

Subtask 110.06.06 – Design Division and FHWA Review

- A) The CONSULTANT will plot and submit five (5) copies of the AUTHORITY approved schematic plan for subsequent submittal by the AUTHORITY to TxDOT for approval. The TxDOT's design division will provide any necessary review and coordination with FHWA, as applicable.
- B) As deemed necessary by the AUTHORITY, if there are any changes made to the schematic following approval from the design division and FHWA and after the public hearing, the CONSULTANT will plot and submit the five (5) copies of the revised schematic as directed by the AUTHORITY.

Deliverables:

- ☐ Meeting minutes for all meetings attended
- ☐ 30% complete schematic review package
- ☐ One (1) hardcopy (22" wide roll plots) and all associated electronic files of the preliminary design cross sections
- ☐ 65% complete schematic review package
- ☐ 90% complete schematic review package
- ☐ 100% complete schematic review package
- ☐ Five (5) sets of the final schematic plan (with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK) for design division and FHWA review
- ☐ If deemed necessary by the AUTHORITY, five (5) sets of the revised final schematic plan with cross sections) and related drawings (22" wide roll plots) and one (1) copy of all associated electronic files (MicroStation/GEOPAK)

□ 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 AUTHORITY and non-departmental resources. Because the AUTHORITY has a significant investment in its existing computer equipment, software, data/databases and personnel training, any and all computer generated data submitted to the AUTHORITY must be compatible with the local District office computer system. Due to the variety of software existing among AUTHORITY offices and to ensure usability of data exchanged between the AUTHORITY and nondepartmental resources, the AUTHORITY will exchange media of the following data formats:

Graphics: Micro Station PC (DOS) 4.0 or higher
 Micro Station J (Windows NT)
 GEOPAK 2000
 Computer Aided Civil Engineering (CAiCE)
 Survey Data Management System (SDMS)

Word Processing: Microsoft Word

Database: Microsoft Access/Microsoft Editor

Spreadsheets: Microsoft Excel

Archiving Software: PKZIP
 DOS & Windows
 Windows NT

Data provided to the AUTHORITY will be furnished on compact disk (CD) compatible with the AUTHORITY's computer system and as approved by the AUTHORITY.

Each CD submitted will include a Micro Soft 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: schematic, hydraulics, survey information, etc.

Variations from this software applications, or other requirements listed above may be allowed if requested in writing by the CONSULTANT and approved by the AUTHORITY.

Because data stored on electronic media can deteriorate or be modified undetected, CONSULTANT will not be held liable for the completeness or accuracy of the electronic data after the receipt by AUTHORITY. AUTHORITY'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 CONSULTANT. 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

CaiCE	All CAiCE files requested from surveyor.
Construction	Construction and field change documentation except for .Dgn files
Contracts	All design, schematic 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 by surveyor, including any correspondence.

Standards: All Standard Sheets used for the project.

Traffic Sign/CAD files and pertinent design files

TransCAD for Modeling Files (No Correspondence or *.Dgn files)

Word Documents: All documentation and other project correspondence not mentioned above and subdivided to proper directories.

REFERENCES

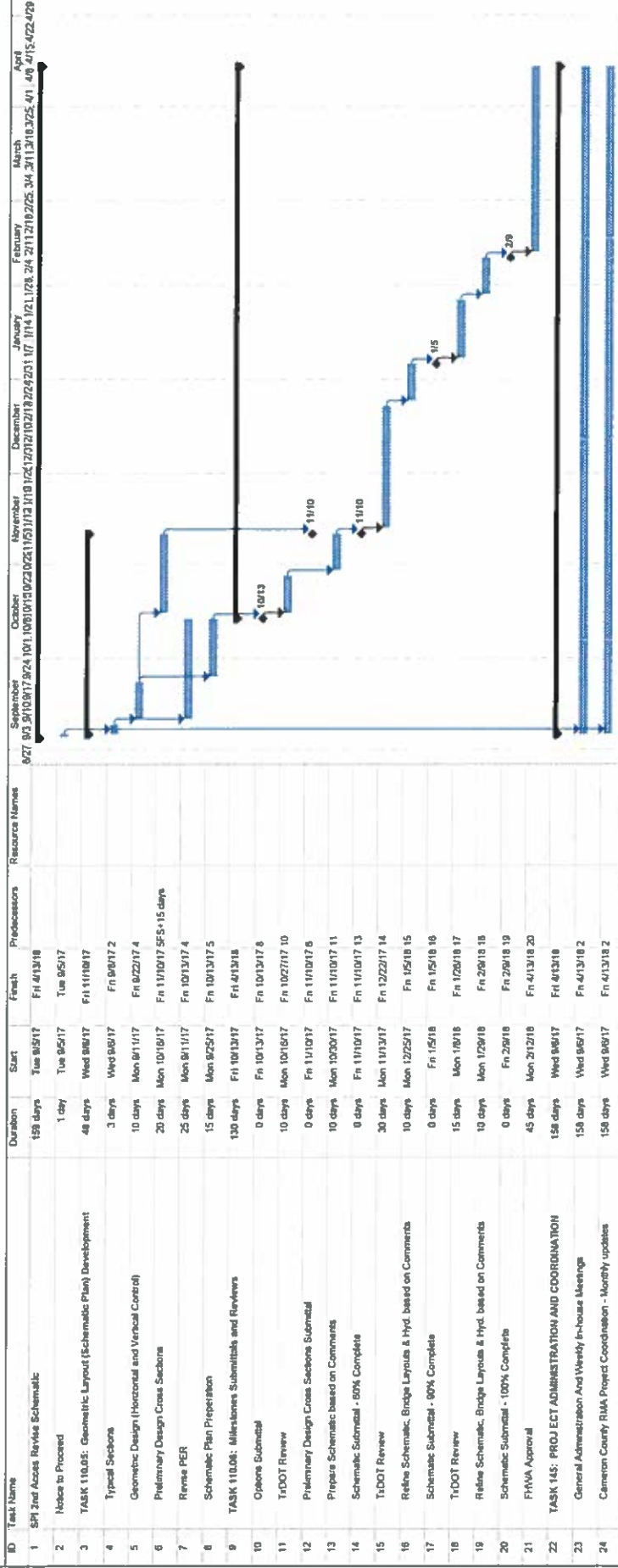
(Latest Versions)

1. Standard Specifications for Construction of Highways, Streets, and Bridges - TxDOT.
 2. Special Provisions and Special Specifications - TxDOT.
 3. P.S. & 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.
-
1. 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.
 - 2 Texas Department of Licensing and Regulations Manual.

NOTES: (1) All Design will be in accordance with the above references, except where variances are permitted in writing by the AUTHORITY.

(2) The CONSULTANT is responsible for purchasing all references required for the project.

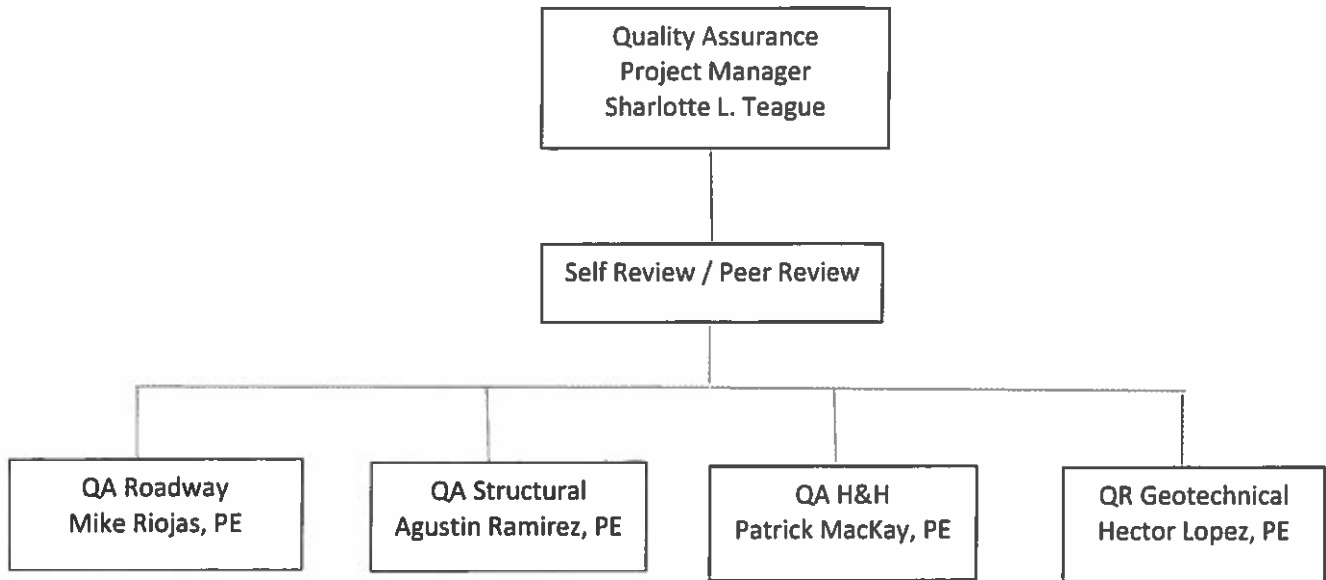
Exhibit C SPI 2nd Access Work Schedule



Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Project SBI 2nd Access Review Schematic	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split Milestone	External Milestone	Manual Test	Start-only	Progress
Summary	Inactive Milestone	Manual Summary Rollup	Finish-only	Deadline

PROJECT: SPI 2nd Access CLIENT: HNTB/CORWA CONTRACT: S&B Work Authorization # 10 COUNTY: Cameron S & B JOB NO.: U2299.110														EXHIBIT "D"			
ACTIVITY	FUNCTION	DESCRIPTION	FIRM	Principal (XV)	Proj. Manager (VIII)	Senior Eng/Env. Manager	Project Engineer	Designer/Env. Tech	CADD (I)	Clerical	TOTAL	ESTIMATED FEE	TOTALS				
	110.05	SCHEMATIC															
		Bridge Typical Sections (1-Twin Span over Laguna Madre, 1-Phased Construction, 3-Twin Span over Intercoastal Waterway, 1 Twin Span Island approach)	S&B		4	24			40		68	\$7,665.56					
	110.05.01		S&B		4	26	60		80		170	\$18,091.46					
	110.05.03	Horizontal and Vertical Control	S&B		4			180			184	\$17,002.16					
	110.05.04	Preliminary Design Cross Sections (Preferred option only) Schematic Plan Preparation (Laguna Madre Portion only - Option 1 two twin spans, Option 2 phased construction & Option 3 Twin span with Combined span over Intercoastal) 30 % Submittal															
	110.05.06	Refine Schematic Plan Preparation (Laguna Madre Portion only - Preferred option based on 30% Submittal)	S&B		4	50	110		240		404	\$38,946.16					
	110.05.08	Revised Preliminary Engineering Report (PER) Preparation	S&B			25	60		120		205	\$19,645.65					
	110.05.09		S&B		16	96	60			32	204	\$28,167.72					
		Bridge Bent configurations based on above specified Bridge Typical Sections along with preliminary piling heights based on openness ratio															
	110.05.09	MILESTONE DELIVERABLES AND REVIEW	S&B		16	240			80		336	\$50,275.04					
	110.05.01	30% Schematic	S&B		4	12	16			4	36	\$5,151.04					
	110.05.03	60% Schematic	S&B		4	12	16			4	36	\$5,151.04					
	110.05.01	90% Schematic	S&B		4	12	16			4	36	\$5,151.04					
	110.05.03	100% Complete Schematic	S&B		4	12	16			4	36	\$5,151.04					
		Sub Total (F.C. 110) Labor		0	56	486	322	180	560	40	1643		\$201,397.91				
	110.01	GENERAL COORDINATION															
		Project Management (4 hr/wk X 20 wks)	S&B		80						80	\$17,951.20					
		OC/OA REVIEW 4 submittals	S&B			40					40	\$6,906.00					
		Secretarial/Admin (10hr/wk X 20 wks)	S&B							200	200	\$9,668.00					
		Sub Total (F.C. 164) Labor		0	80	40	0	0	0	200	320		\$34,525.20				
		TOTALS															
		Total (F.C. 110-170) Labor		0	136	526	322	180	660	240	1963		\$235,923.11				
		Base Rate (\$/man-Hour)		86.82	75.24	57.89	41.67	30.00	22.00	16.21							
		Contract Rate (\$/man-Hour)	2.9823	258.92	224.39	172.65	124.27	89.47	65.61	48.34							
		NON LABOR															
		Travel															
		Mileage 6 project meetings 50 miles per trip			250 miles		0.535	mileage rate				\$133.75					
		Correspondence															
60600		Schematic Plots (4 submittals & 4 Progress Meetings Reproduction	S & B (nl)									\$2,000.00					
		Sub Total (F.C. 164) Non-Labor											\$2,133.75				
		PROJECT TOTAL											\$238,056.86				

Technical Review Team



Note: Agustin Ramirez & Hector Lopez have not worked on schematic but did attend VE Study.

**3-H CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO.
12 WITH S&B INFRASTRUCTURE FOR THE FAST LANE EXPANSION
PROJECT AT THE VETERANS INTERNATIONAL BRIDGE AT LOS
TOMATES.**

WORK AUTHORIZATION NO. 12

This Work Authorization is made as of this 29th day of August, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority (CCRMA) ("Client") and S&B Infrastructure, Ltd. ("Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

PART 1. The Engineer will provide PS&E for Truck Lane/Fast Lane Expansion of Northbound truck/fast lanes. S&B will perform the services set forth in Exhibit B to this Work Authorization.

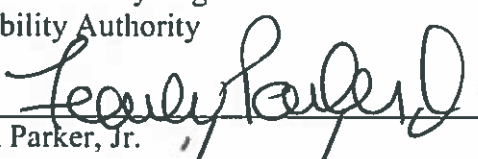
PART 2. The Client must pay S&B for the services being provided as follows [Place an "X" in the appropriate block]:

☒ The Services will be provided for the fixed price amount of \$121,469.70. This amount may be amended by mutual agreement of the Parties and established in a Work Authorization revision.


☐ The services will be provided on a cost reimbursable basis. The rates and associated charges are described in Exhibit D of this Work Authorization. The maximum amount payable for services under this Work Authorization is \$121,469.70 unless amended by mutual agreement of the Parties and established in a Work Authorization revision.

PART 3. This Work Authorization shall become effective on the date of final acceptance of the parties hereto. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement. This Work Authorization is hereby accepted and acknowledged below.

Cameron County Regional
Mobility Authority

By: 
Frank Parker, Jr.
Chairman
Date: 9/1/17

S&B Infrastructure, Ltd.

By: 
Daniel O. Rios, PE
Senior Vice President
Date: 8/30/17

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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. (The **Project** is further defined and more particularly identified in **Exhibit "A"** attached to this work authorization).

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Right of Entry

EXHIBIT "B"

Services to be Provided by the Engineer

SCOPE DETAILS

The Project may be developed in phases; phases or portions of phases may be implemented through additional individual work authorization; and supplements to this work authorization may be required to complete the tasks outlined below.

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *final design including, plans, specifications, and estimates (PS&E), and bidding documents* for the following:

- 1) Truck Lane/Fast Lane expansion, based off the agreed planning documents, shall consist of the following:
 - a. Expansion of Northbound truck/fast lanes

All documents for the Project shall be prepared in the English language and in English units.

S&BI shall furnish all equipment, materials, supplies, and incidentals as needed to perform these services, except as otherwise specified in EXHIBIT "A".

S&BI shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the 2017 General Service Administration (GSA) P100 Design Standards, American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and/or the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals as per the applicable construction items. **Note: (2017 GSA P100 standards shall be utilized for all architectural work and TxDOT standards for roadway/pavement details.)** If a special provision and/or special specification must be developed for this project, it shall to the extent possible, incorporate references to the applicable standards.

S&BI shall provide traffic control in accordance with the Texas Manual of Uniform Traffic Control Devices (MUTCD) when performing any field activities associated with this Agreement.

S&BI shall develop/submit a work schedule at the Design Concept Conference with milestone activities and/or deliverables identified.

The following is a list of detailed descriptions of specific services to be provided by S&BI in the development of the project:

A. TECHNICAL ACTIVITIES

S&BI shall provide and/or perform the following technical activities:

FC 145 Project Management (PS&E)

The Engineer shall perform the following management activities during the development of the PS&E:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (1 sub-consultant projected).
3. Preparation of invoices and progress reports (total = 4).
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules on a monthly basis.
6. Prepare & assemble preliminary cost estimates (1 @ 60% and 1 @ 100%).
7. Conduct site visit of project area as necessary.
8. Prepare 30% submittal.
9. QC/QA -30% Submittal

10. Prepare 60% submittal
11. QC/QA 60% Submittal
12. Prepare 90% submittal.
13. QC/QA -90% Submittal
14. Prepare 100% submittal.
15. QC/QA -100% Submittal
16. Organize and download electronic file deliverables.

FC 150 Field Survey

The Engineer shall perform design field survey, including:

1. Coordination / development of survey.
2. Coordination / development of survey for utilities.
3. Verify field data.

FC 160 Roadway Design Controls

The Engineer shall develop roadway design criteria and controls thru the development of the following:

1. Horizontal Alignment Data Sheets
2. Benchmark Data Sheets
3. Horizontal and Vertical Control Data Sheets
4. Roadway Plan & Profile (P&P) Sheets
5. Miscellaneous Roadway Details
6. Standards

FC 161 Drainage

The Engineer shall develop and design site drainage to include:

1. Drainage Layouts.
2. Drainage Area Calculation Sheets
3. Storm Sewer / Culvert P&P
4. Detention Area if required
5. Storm Drainage Quantity Summaries

FC 162 Traffic Operations

The Engineer shall perform traffic engineering and design to include:

1. Signing and Pavement Markings
2. Pavement Marking Layouts
3. Standards

FC 163 Miscellaneous:

The Engineer shall develop and design miscellaneous project elements and plan sheets to include the following:

- **Miscellaneous Roadway**
 1. Title Sheet
 2. Index of Sheets
 3. Project Layout
 4. Proposed Typical Sections for all Roadways and Parking Lots
 5. General Notes & Specification Data
 6. Estimate & Quantity Sheets
 7. Summary of Roadway Quantities
 8. Summary of Storm Sewer Quantities
 9. Summary of Utility Work including Mechanical, Electrical, & Plumbing
 10. Summary of Illumination Quantities
 11. Summary of Earthwork Quantities
 12. Summary of Pavement Markings

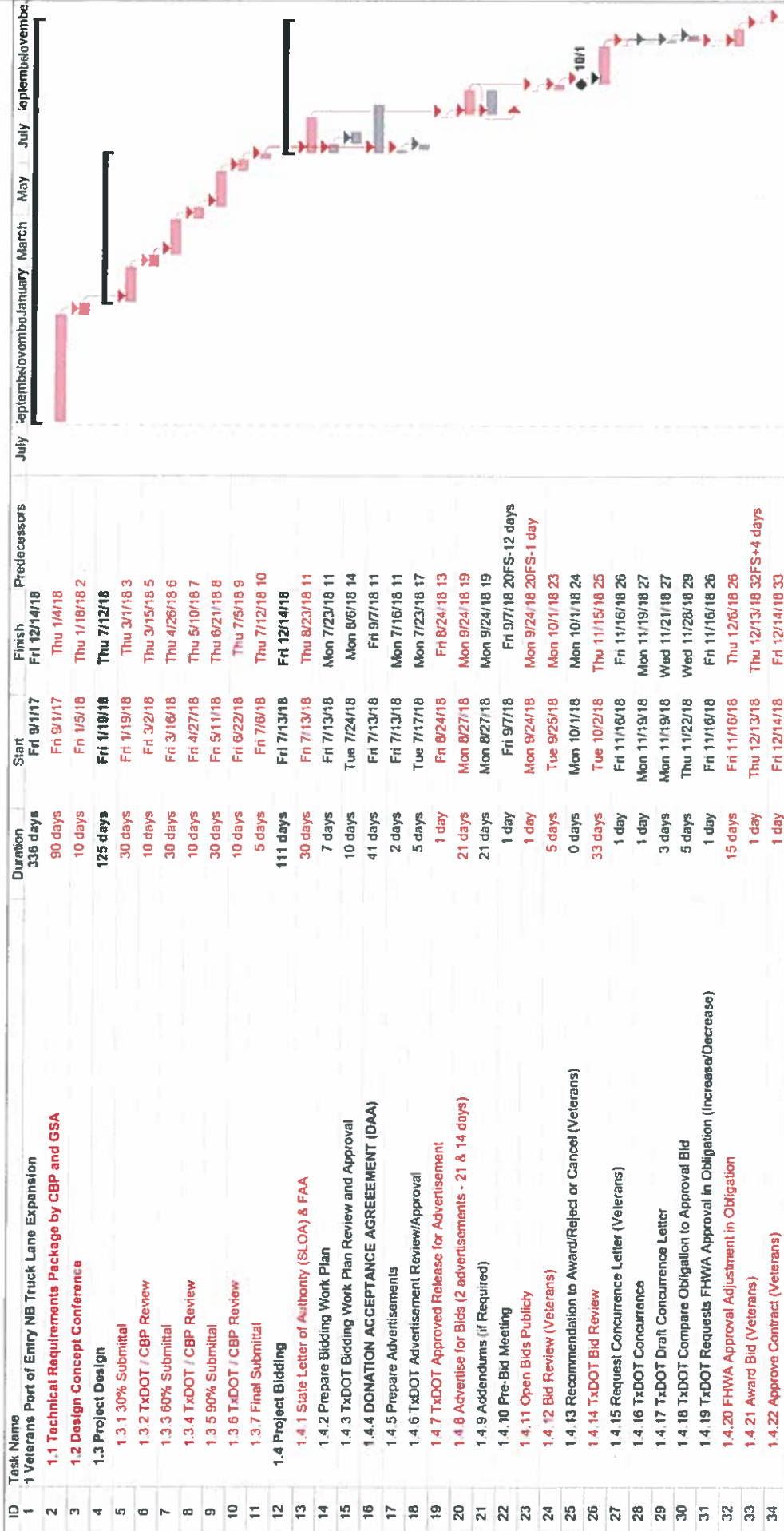
13. Summary of Structures (Canopies and Booths)
 14. Summary of Stormwater Pollution Prevention Plan (SW3P) (Erosion Control)
- **Traffic Control Plan (TCP)**
 1. Sequence of Construction Narrative
 2. TCP Typical Sections and Layouts
 3. TCP General Notes
 4. TCP Advance Warning Signing
 5. Standards
 - **Illumination**
 1. Illumination Design
 2. Summary of Quantities
 3. Illumination Layout
 4. Illumination Circuit Diagram
 5. Standards
 - **Environmental**
 1. SW3P
 2. SW3P Narrative
 3. SW3P Layouts
 4. Miscellaneous SW3P Details
 5. EPIC Sheets
 6. Standards
 - **Utility Design**
 1. Utility Layout Sheets
 2. Standards

Note:

Construction Management Services, Environmental reports, Environmental testing, investigation and documentation of hazardous materials, LEED certification evaluation, preparation of artist renderings, the services of a registered Fire Protection Engineer to perform any requested evaluation of site fire services or life safety assessment, including fire sprinkler or fire alarm design, and IT/Security system design for the new facilities are not included in this scope of work.

Exhibit C - Work Schedule

Veterans Port of Entry Project
North Bound Truck Lane Expansion



Task Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Critical

Critical Split

Progress

Deadline

Project:
Veterans Port of Entry Schedule

EXHIBIT "D"
Fee Schedule

Function Code	Description	Fee
145	Project Management (PS&E)	\$ 11,146.97
150	Field Survey	\$ 5,573.49
160	Roadway Design Controls	\$ 22,293.94
161	Drainage	\$ 11,146.97
162	Traffic Operations	\$ 16,720.46
163	Miscellaneous	\$ 33,440.91
Non-Labor		\$ 21,146.97
		\$ 121,469.70

- 3-1 CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 13 WITH S&B INFRASTRUCTURE FOR THE DONATION ASSISTANCE PROGRAM CBP PRIVATELY OWNED VEHICLE PRIMARY LANE EXPANSION PROJECT AT THE VETERANS INTERNATIONAL BRIDGE AT LOS TOMATES.**

WORK AUTHORIZATION NO. 13

This Work Authorization is made as of this 29th day of August, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority (CCRMA) ("Client") and S&B Infrastructure, Ltd. ("Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

PART 1. The Engineer will provide PS&E Services for the expansion of Veteran's Bridge POV Northbound facilities for an additional 4 lanes. S&B will perform the services set forth in Exhibit B to this Work Authorization.


PART 2. The Client must pay S&B for the services being provided as follows [Place an "X" in the appropriate block]:

☒ The Services will be provided for the fixed price amount of \$356,434.90. This amount may be amended by mutual agreement of the Parties and established in a Work Authorization revision.


☐ The services will be provided on a cost reimbursable basis. The rates and associated charges are described in Exhibit D of this Work Authorization. The maximum amount payable for services under this Work Authorization is \$356,434.90 unless amended by mutual agreement of the Parties and established in a Work Authorization revision.

PART 3. This Work Authorization shall become effective on the date of final acceptance of the parties hereto. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement. This Work Authorization is hereby accepted and acknowledged below.

Cameron County Regional
Mobility Authority

By: 
Frank Parker, Jr.
Chairman
Date: 9/1/17

S&B Infrastructure, Ltd.

By: 
Daniel O. Rios, PE
Senior Vice President
Date: 8/30/17

LIST OF EXHIBITS

- Exhibit A - Authority's Responsibilities
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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. (The **Project** is further defined and more particularly identified in **Exhibit "A"** attached to this work authorization).

GENERAL

The **Authority** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by **Authority** in accordance with this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain an agreed-upon work schedule.
- (4) Right of Entry

EXHIBIT "B"

Services to be Provided by the Engineer

SCOPE DETAILS

The Project may be developed in phases; phases or portions of phases may be implemented through additional individual work authorization; and supplements to this work authorization may be required to complete the tasks outlined below.

GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *final design including, plans, specifications, and estimates (PS&E), and bidding documents* for the following:

- 1) POV Northbound Facilities and Infrastructure; the facilities, based off the agreed planning documents, shall consist of the following:
 - a. 4 new Northbound lanes
 - b. 4 new prefabricated inspection booths
 - c. Relocation of Head House
 - d. One (1) Canopy consistent with the existing port facility design
 - e. Expansion of secondary Inspection Area (one additional bay).
 - f. Expand bus turnout (sidewalk and gate to reroute pedestrian traffic).

All documents for the Project shall be prepared in the English language and in English units.

S&BI shall furnish all equipment, materials, supplies, and incidentals as needed to perform these services, except as otherwise specified in EXHIBIT "A".

S&BI shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the 2017 General Service Administration (GSA) P100 Design Standards, American Association of State Highway and Transportation Officials (AASHTO), the American Society for Testing and Materials (ASTM), and/or the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals as per the applicable construction items. **Note: (2017 GSA P100 standards shall be utilized for all architectural work and TxDOT standards for roadway/pavement details.)** If a special provision and/or special specification must be developed for this project, it shall to the extent possible, incorporate references to the applicable standards.

S&BI shall provide traffic control in accordance with the Texas Manual of Uniform Traffic Control Devices (MUTCD) when performing any field activities associated with this Agreement.

S&BI shall develop/submit plans for mechanical\electrical\plumbing (MEP) systems to support the described booths and inspection stations stated above. Mechanically, the heating, ventilating, and air conditioning (HVAC) Systems will be local to the booths with internal controls. Electrical services will include power connecting existing normal and emergency power systems of the Federal port facilities to the booths, site lighting and canopy lighting. Special systems will include coordination with RPM's CCTV at the booths and canopies, fiber from the booths and canopies to an existing IDF location, booth data racks with media conversion, patch panels and POE switches with small localized UPS for the camera and local computer, and support for the booth traffic and recording systems.

S&BI shall develop/submit a work schedule at the Design Concept Conference with milestone activities and/or deliverables identified.

The following is a list of detailed descriptions of specific services to be provided by S&BI in the development of the project:

A. TECHNICAL ACTIVITIES

S&BI shall provide and/or perform the following technical activities:

FC 145 Project Management (PS&E)

The Engineer shall perform the following management activities during the development of the PS&E:

1. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
2. Coordinate / prepare sub-provider WA and manage sub-consultants (2 sub-consultants projected).
3. Preparation of invoices and progress reports (total = 4).
4. Research / review existing plans and data.
5. Monitor sub-providers' schedules on a monthly basis.
6. Prepare & assemble preliminary cost estimates (1 @ 60% and 1 @ 100%).
7. Conduct site visit of project area as necessary.
8. Prepare 30% submittal.
9. QC/QA -30% Submittal
10. Prepare 60% submittal
11. QC/QA 60% Submittal
12. Prepare 90% submittal.
13. QC/QA -90% Submittal
14. Prepare 100% submittal.
15. QC/QA -100% Submittal
16. Organize and download electronic file deliverables.

FC 150 Field Survey

The Engineer shall perform design field survey, including:

1. Coordination / development of survey.
2. Coordination / development of survey for utilities.
3. Verify field data.

FC 160 Roadway Design Controls

The Engineer shall develop roadway design criteria and controls thru the development of the following:

1. Horizontal Alignment Data Sheets
2. Benchmark Data Sheets
3. Horizontal and Vertical Control Data Sheets
4. Roadway Plan & Profile (P&P) Sheets
5. Miscellaneous Roadway Details
6. Standards

FC 161 Drainage

The Engineer shall develop and design site drainage to include:

1. Drainage Layouts.
2. Drainage Area Calculation Sheets
3. Storm Sewer / Culvert P&P
4. Detention Area if required
5. Storm Drainage Quantity Summaries

FC 162 Traffic Operations

The Engineer shall perform traffic engineering and design to include:

1. Signing and Pavement Markings
2. Pavement Marking Layouts
3. Standards

FC 163 Miscellaneous:

The Engineer shall develop and design miscellaneous project elements and plan sheets to include the following:

- **Miscellaneous Roadway**

1. Title Sheet
2. Index of Sheets
3. Project Layout
4. Proposed Typical Sections for all Roadways and Parking Lots
5. General Notes & Specification Data
6. Estimate & Quantity Sheets
7. Summary of Roadway Quantities
8. Summary of Storm Sewer Quantities
9. Summary of Utility Work including Mechanical, Electrical, & Plumbing
10. Summary of Illumination Quantities
11. Summary of Earthwork Quantities
12. Summary of Pavement Markings
13. Summary of Structures (Canopies and Booths)
14. Summary of Stormwater Pollution Prevention Plan (SW3P) (Erosion Control)

- **Traffic Control Plan (TCP)**

1. Sequence of Construction Narrative
2. TCP Typical Sections and Layouts
3. TCP General Notes
4. TCP Advance Warning Signing
5. Standards

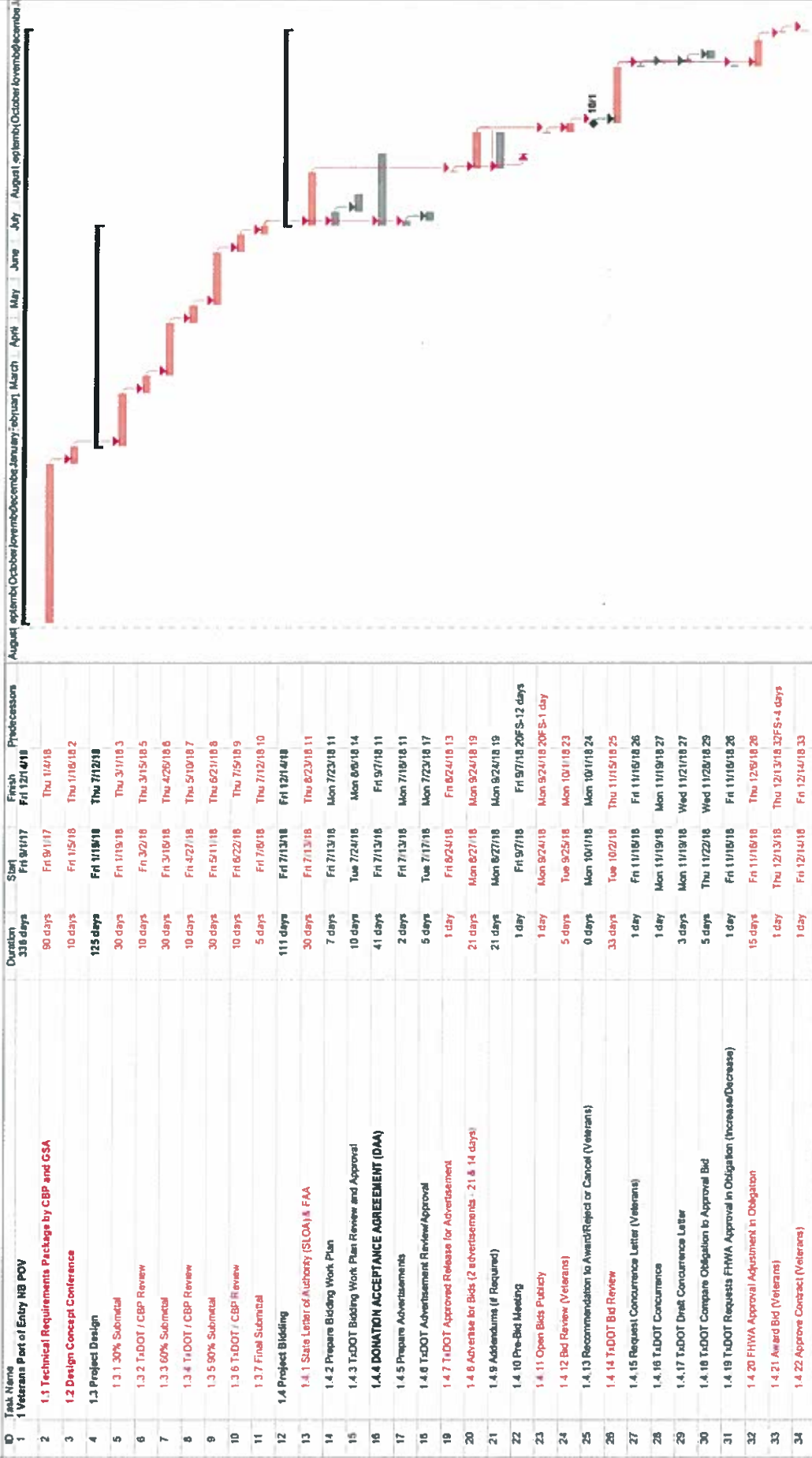
- **Illumination**
 1. Illumination Design
 2. Summary of Quantities
 3. Illumination Layout
 4. Illumination Circuit Diagram
 5. Standards
- **Environmental**
 1. SW3P
 2. SW3P Narrative
 3. SW3P Layouts
 4. Miscellaneous SW3P Details
 5. EPIC Sheets
 6. Standards
- **Utility Design**
 1. Utility Layout Sheets
 2. Standards
- **MEP / Architectural**
 1. Electrical
 2. Mechanical
 3. Plumbing
 4. Structural / Foundation
 5. Fire Protection
 6. WINSTORM
 7. ADA
 8. Standards
 9. Architectural of booths
 10. Geotechnical Investigations

Note:

Construction Management Services, Environmental reports, Environmental testing, investigation and documentation of hazardous materials, LEED certification evaluation, preparation of artist renderings, the services of a registered Fire Protection Engineer to perform any requested evaluation of site fire services or life safety assessment, including fire sprinkler or fire alarm design, and IT/Security system design for the new facilities are not included in this scope of work.

Exhibit C - Work Schedule

Veterans Port of Entry Project
North Board PCV



Task

Split

Milestone

Summary

Project Summary

External Tasks

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Milestone

Critical

Critical Split

Progress

Deadline

Project: Veterans Port of Entry Schedule

Page 1

EXHIBIT "D"
Fee Schedule

Function Code	Description	Fee
145	Project Management (PS&E)	\$ 34,643.49
150	Field Survey	\$ 17,321.75
160	Roadway Design Controls	\$ 69,286.98
161	Drainage	\$ 34,643.49
162	Traffic Operations	\$ 51,965.24
163	Miscellaneous (Includes Architect, MEP, Geotech)	\$ 103,930.47
	Non-Labor	\$ 44,643.49
		\$ 356,434.90

**3-J CONSIDERATION AND APPROVAL OF SUPPLEMENTAL WORK
AUTHORIZATION NO. 01 TO WORK AUTHORIZATION NO. 08 WITH
HNTB FOR THE PORT CONNECTOR PROJECT.**

Supplemental Work Authorization No. 01
to Work Authorization No. 08

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
General Engineering Consultant Services

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO WORK AUTHORIZATION NO. 08
Port Connector Road – Completion of Environmental Documentation

This Supplemental Work Authorization No. 01 to Work Authorization No. 08 is made pursuant to the terms and conditions of the Base Contract, effective November 1, 2014, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (the "AUTHORITY") and HNTB Corporation (the "CONSULTANT").

The following terms and conditions are hereby amended as follows:

Part 4: This Supplemental Work Authorization No. 01 to Work Authorization No. 08 is effective as of August 31, 2017, and extends the expiration date of August 31, 2017 to November 30, 2017 unless extended by a Supplemental Work Authorization.

This Supplemental Work Authorization No. 01 to Work Authorization No. 08 is hereby accepted and acknowledged below.

CONSULTANT:
HNTB Corporation

By: Richard L. Ridings, P.E.
Signature

Richard L. Ridings, P.E.
Printed Name

Vice President
Title

8/252017
Date

AUTHORITY:

Cameron County Regional Mobility Authority

By: Frank Parker, Jr.
Signature

Frank Parker, Jr.
Printed Name

Chairman
Title

9/1/17
Date

LIST OF EXHIBITS

Exhibit C - Work Schedule

Work Plan for Port Connector Road Categorical Exclusion Documentation

Work Authorization #8

Exhibit C

Activity	2017										
	May	June	July	Aug	Sept	Oct	Nov				
Approval of WA to begin work											
Project administration, FC 145 - (Debbie Taylor, Greg Garcia, Lauren Taylor)											
Preparation of scoping documents, FC 120.01.01 - 120.01.03 - (Lauren Taylor, Eliza Vermillion)											
Preparation of environmental technical reports, FC 120.01.04.01 120.01.04.08 - (Lauren Taylor, Lee Ellison, Eliza Vermillion, Lynn Smith, Tina Rust)											
Coordinate and hold public hearing. FC 120.03 - (Cynthia Coss)											
Coordinate with TxDOT and FHWA on CE summary of findings, FC 120.01.04.09 - (Lauren Taylor)											
Preparation of project record, FC 120.02 - (Lauren Taylor)											

3-K CONSIDERATION AND APPROVAL OF SELECTION OF EXECUTIVE APPRAISALS TO DO APPRAISAL REPORTS FOR THE SPI 2ND ACCESS PROJECT.



MEMORANDUM

TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PSJ*

DATE: September 1, 2017

**RE: Approval of selection of Executive Appraisals to do Appraisal Reports
for SPI 2nd Access Project – Item 3K**

A request for quotes for Appraisal Reports for SPI 2nd Access was sent out to the attached list of Appraisers. Three quotes were received out of the five appraisal firms listed.

Staff recommends that Executive Appraisals be approved to do the Appraisal Reports for the SPI 2nd Access Project.

attachment: as noted above

Effective Mobility.....From Borders To Beaches

1390 Scott Brown Boulevard • San Benito, TX 78586 • 956-548-9594 • fax 956-574-8734

Listed below are the appraisers contacted in order to obtain a cost for appraisals for five (5) parcels for the SPI 2nd Access Project:

Appraiser	5 Parcels	Time Frame	Recommendation
Robinson, Duffy & Barnard, L.L.P. 421 South 77 Sunshine Strip, Ste. 1 Harlingen, TX 78550 956-428-4480 bduffy@rdbllp.com	\$ 1,400/per parcel \$ 7,000.00	3 weeks from award date	
Professional Appraisal Services John H. Malcom, Jr. P.O. Box 3722 McAllen, TX 78502 956-687-9535 jmalcom@proappraisal.com	no quote		
Leonel Garza, Jr., & Assoc. Leonel Garza, III 1419 Dove Avenue, Ste. 1 McAllen, TX 78504 956.687.7295 Leonel3@garza-associates.com Almao@garza-associates.com	\$ 3,500/per parcel \$ 17,500.00	30 days	
Harvey L. Heerssen HLH Services 6107 Aberton Forest Drive Houston, TX 77084 281-855-7763 heerssen@sbcglobal.net	no quote		
Ramon A. Olivarez Executive Appraisals P.O. Box 1016 San Juan, TX 78589 Office: 956-682-6123 Mobile: 956-330-1873 rolivarez@rgv.rr.com	\$ 1,000/per parcel \$ 5,000.00	9.4.17 inspect 9.24.17 delivery	\$ 5,000.00

**3-L CONSIDERATION AND APPROVAL OF SELECTION OF HLH SERVICES
(HARVEY HEERSSEN) TO DO REVIEW APPRAISAL REPORTS FOR THE
SPI 2ND ACCESS PROJECT.**



MEMORANDUM

TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PSJ*

DATE: September 1, 2017

RE: Approval of selection of HLH Services to do Review Appraisal Reports for SPI 2nd Access Project – Item 3L

A request for quotes for Review Appraisal Reports for SPI 2nd Access was sent out to the attached list of Appraisers. Three quotes were received out of the five appraisal firms listed.

Staff recommends that HLH Services be approved to do the Appraisal Reports for the SPI 2nd Access Project.

attachment: as noted above

Effective Mobility.....From Borders To Beaches

1390 Scott Brown Boulevard • San Benito, TX 78586 • 956-548-9594 • fax 956-574-8734

Listed below are the appraisers contacted in order to obtain a cost for review appraisals for five (5) parcels for the SPI 2nd Access Project:

Review Appraiser	5 Parcels	Time Frame	Recommendation
Robinson, Duffy & Barnard, L.L.P. 421 South 77 Sunshine Strip, Ste. 1 Harlingen, TX 78550 956-428-4480	\$ 600/per parcel \$ 3,000.00	3 weeks	
Professional Appraisal Services John H. Malcom, Jr. P.O. Box 3722 McAllen, TX 78502	\$ 850/per parcel \$ 4,250.00	2 days	
Leonel Garza, Jr., & Assoc. Leonel Garza, III 1419 Dove Avenue, Ste. 1 McAllen, TX 78504	no quote		
Harvey L. Heerssen HLH Services 6107 Aberton Forest Drive Houston, TX 77084 281-855-7763	\$ 475.00/per parcel \$ 2,375.00	No later than 10 working days	\$ \$2,375.00
Ramon A. Olivarez Executive Appraisals P.O. Box 1016 San Juan, TX 78589 Office: 956-682-6123 Mobile: 956-330-1873 rolivarez@rgv.tx.com	no quote		

**3-M CONSIDERATION AND APPROVAL OF SELECTION OF STEWART
TITLE OF CAMERON COUNTY TO DO TITLE COMMITMENTS AND
TITLE POLICIES FOR THE SPI 2ND ACCESS PROJECT.**



MEMORANDUM

TO: Board of Directors

FROM: Pete Sepulveda, Jr. *PS*

DATE: September 1, 2017

RE: Approval of selection of Stewart Title Company to do Title Commitments and Title Policies for SPI 2nd Access Project – Item 3M

A request for quotes for Title Commitments and Title Policies for SPI 2nd Access was sent out to the attached list of Title Companies. Three quotes were received out of the five Title Companies contacted.

Staff recommends that Stewart Title Company be approved to do the title commitments and title policies for the SPI 2nd Access Project.

attachment: as noted above

Effective Mobility.....From Borders To Beaches

1390 Scott Brown Boulevard • San Benito, TX 78586 • 956-548-9594 • fax 956-574-8734

Listed below are the title companies that were contacted in order to obtain a cost for title commitments and policies for 5 parcels for the SPI 2nd Access Project.

Title Company	5 Parcels	Time Frame	Recommendation
Edward Abstract and Title Co. Dalia Salinas 1075 Paredes Line Road Brownsville, TX 78521 956.542.6777 (office) Dalia.salinas@edwards-titleco.com	\$ 811.00 /per parcel \$ 4,055.00 Round \$4,100.00	working days 10	
Sierra Title Company Neel Fulghum 2335 Hudson Blvd. Suite 100 Brownsville, TX 78526 956.986.2200 nfulghum@sierratitle.com	\$1,029.10/per parcel \$ 5,145.50 Round \$5,200.00	working days 5	
Rio Grande Valley Abstract Alicia Hernandez 905 West Price Road Brownsville, TX 78520 956.544.9672 aliciah@rgvabstract.com	no quote	working days	
Stewart Title Cameron County Lisa Gonzalez 2345 Hudson Blvd. Brownsville, TX 78526 956-986.2700 Lisa.gonzalez@stewart.com	\$ 630.95/per parcel \$ 3,154.75 Round \$3,200.00	working days 3-5	\$ 3,154.75
San Jacinto Title Services Josie Maldonado 2815 Central Blvd., #A Brownsville, TX 78520 956.504.5522 JosieMaldonado@sanjacintotitle.com	no quote	working days	

- 3-N CONSIDERATION AND APPROVAL OF AWARDING OF RFP #2017-002 TOLL SYSTEM INSTALLATION, INTEGRATION AND MAINTENANCE FOR INTERNATIONAL BRIDGE AND OPEN ROAD TOLLING PROJECTS TO TECSIDEL, S.A., KAPSCH TRAFFIC COM AND BIT MOBILITY SOLUTIONS, LLC AND FURTHER SELECTING TECSIDEL, S.A. AS THE VENDOR FOR THE PHARR REYNOSA INTERNATIONAL BRIDGE PROJECT.**



MEMORANDUM

TO: Board of Directors
FROM: Adrian Rincones
DATE: September 1, 2017

SUBJ: Recommendation to Select Vendors for RFP 2017-002 Toll Collection System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects

On June 5, 2017 the CCRMA and City of Pharr executed an interlocal agreement for the acquisition and installation of new toll collection system and other support services for the Pharr Reynosa International Bridge. Under this agreement the City of Pharr authorized the CCRMA to develop the system requirements, acquire the appropriate vendors, and develop the back office customer interface.

In preparation of this and future partnerships for toll systems such as Cameron County Bridges, Cameron County Parks, HCRMA Toll System, and other Local International Bridges on June 1, 2017 we issued RFP 2017-002 *Toll Collection System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects*. The RFP we developed consisted of the following major volumes/sections:

- Vol 1. Introduction
- Vol 2. RFP Administration and Submission Requirements
- Vol 3. Scope of Services
- Vol 4. Technical Requirements
- Vol 5. Operations and Maintenance
- Vol 6. Deliverables
- Vol 7. Performance Requirements
- Vol 8. Technical Requirements Guide

With the assistance of Fagan Consulting, we carefully developed over 450+ technical requirements in which the vendor was required to meet and provide a detailed response for scoring. Each technical requirement was assigned a score from 0-3 with the multiplier/weight for each requirement ranging from 1 to 18 based off the importance of the unique requirement.

Three Proposals were received on July 31, 2017 and were scored by August 16 and interviews were held with proposers on August 17 & 18. Scores were finalized and recommended selection was made on August 24, 2017(see attached letter).

Scoring was weighted using a 60/40 technical/price scoring. One vendor Tecsidel, S.A. scored the highest score and is the recommended vendor who CCRMA will utilize for the Pharr Reynosa International Bridge System.

The finalized cost from the contract for the Pharr Reynosa International Bridge Project will be covered by the City of Pharr.

Staff recommends board approval to move forward with contract negotiations in order for CCRMA to move forward with the implementation of the Pharr Reynosa International Bridge System and keep on schedule to deploy system by May 2018.



August 24, 2017

RFP #2017-002 Toll System Installation, Integration and Maintenance for International Bridge and Open Road Tolling Projects.

RE: Notification of Selected Proposer

The CCRMA has now completed what was outlined in section 2.4 Volume 2, RFP Administration and Submission requirements the *Evaluation and Selection Process*. The CCRMA received a total of 3 proposals from the following vendors; Tecsidel, S.A., Kapsch Traffic Com, and BIT Mobility Solutions, LLC.

The following steps summarize the evaluation and selection process performed for all three proposals;

1. Proposals will be screened using the pass/fail criteria established Section 2.4.3.
2. Technical Proposals will be evaluated and scored by an Evaluation Committee.
3. Proposers may be interviewed at CCRMA's sole discretion. (Interviews were held the week of 8/14/17 – 8/18/17 with each of the three proposers)
4. Price Proposals will be scored after the Evaluation Committee completes review and scoring of the Technical Proposals.

The results of the evaluation and selection process found that all three proposals met the minimum requirements in technical scoring for the technical requirements, operations and maintenance requirements, project deliverables, and performance requirements. The price proposals were also found to be complete and meet the requirements and format outlined in the RFP. In regards to the specific Pharr Reynosa International Bridge (PRIB) Project, one proposal did receive a higher combined total score of Technical and Price in relation to the other proposals.

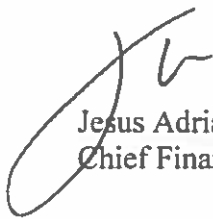
Recommendation

The CCRMA therefore is recommending that all three proposers; Tecsidel, S.A., Kapsch Traffic Com, and BIT Mobility Solutions, LLC., be selected as vendors eligible to work on CCRMA current and future tolling projects. The CCRMA also further selects Tecsidel, S.A as the sole vendor to be awarded the Pharr Reynosa International Bridge Project.

The CCRMA will now pursue authority from its Board of Directors to negotiate in final form with selected proposers a satisfactory agreement or contract. If a satisfactory contract cannot be negotiated with the selected proposer(s), the CCRMA shall formerly end negotiations with that proposer(s).

In the event a selected proposer desires not to pursue a satisfactory agreement or contract with the CCRMA, it can express in writing to be withdrawn from this process to the RFP contact found in section 2.1.2 of the RFP.

Sincerely,



Jesus Adrian Rincones, CPA, CFE
Chief Financial Officer

**3-0 CONSIDERATION AND APPROVAL OF THE CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY BUDGETS FOR
ADMINISTRATIVE, TOLL OPERATIONS AND CAPITAL
IMPROVEMENT PROJECTS FISCAL YEAR 2017-2018.**

**FY2018 CCRMA Administrative
Cash Inflows/Outflows**

Revenues and Expenses					
	Adopted Budget 2016	Actual 2016	Adopted Budget 2017	Actual YTD (Oct-Jul) 2017	Budget 2018
Operating Revenue					
Vehicle registration fee	2,950,000	3,156,486	3,100,000	2,533,590	3,150,000
Interlocal Revenue	-	-	100,000	-	50,000
Total Operating Revenue	3,700,000	3,582,747	3,275,000	2,533,590	3,425,000
Non-Operating Revenue/Inflow/Restricted					
Interest revenue	20,000	17,330	15,000	18,776	15,000
Other non-operating revenue	305,000	332,034	300,000	331,667	344,000
Transportation reinvestment zone (Restricted)	750,000	426,261	175,000	268,848	275,000
Project Grant Revenue (Restricted)	-	-	-	-	7,500,000
Total Non-Operating Revenue	1,075,000	775,625	490,000	619,291	8,134,000
Total Budgeted Cash Inflows	\$ 6,160,000	\$ 4,358,372	\$ 7,385,213	\$ 3,152,881	\$ 11,559,000
Salaries and Benefits Administrative					
Salaries	513,940	550,946	502,000	430,377	487,750
Auto allowance	9,900	9,900	10,200	8,500	10,500
OASDI & Medicare	35,516	33,061	27,278	27,916	29,019
Unemployment taxes	-	1,251	1,500	552	750
Health Insurance	89,100	50,453	38,400	25,190	28,800
TCDRS	57,964	36,193	53,781	43,160	42,990
Total Salaries and Benefits	706,420	681,804	633,159	535,695	599,809
Administrative and Office Expenses					
Accounting software and services	9,900	3,291	10,300	-	10,000
Advertising and marketing	25,000	24,928	25,000	12,311	25,000
Audit services	25,000	20,000	25,000	20,256	35,000
Computer equipment and accessories	10,000	2,844	10,000	9,929	10,000
Consulting	100,000	144,000	255,000	142,000	150,000
Contractual	72,000	44,999	100,000	54,587	250,000
Legal Expenses	-	34,651	85,000	110,635	100,000
Data processing	9,650	9,427	10,000	2,798	10,000
Dues and memberships	13,100	13,059	25,000	6,365	20,000
Education and training	8,500	8,430	10,000	2,110	8,000
Fiscal Agent Fees	50,000	44,225	45,000	8,836	45,000
Insurance and surety bonds	6,900	5,968	10,000	2,478	5,000
Interest - line of credit	-	-	17,500	-	26,562
Maintenance and repairs	20,500	20,550	22,400	1,920	10,000
Miscellaneous expenses	-	0	5,000	-	5,000
Office supplies	14,600	21,042	15,000	12,811	15,000
Office furniture	13,500	15,578	10,000	2,139	10,000
Postage	1,800	383	1,000	489	1,000
Rent and Lease	17,700	18,093	30,000	20,710	42,000
Travel	27,000	26,830	30,000	15,429	25,000
Utilities	14,700	14,621	10,000	5,399	8,000
Total Administrative and Office Expenses	439,850	472,916	751,200	431,201	810,562
Non-Operating Expenses					
2010 VRF Bond Interest & Principal	1,385,000	1,181,578	1,242,853	620,927	1,241,853
2014 Refunding 2010A Interest & Principal	145,000	145,000	970,600	922,125	973,100
Project Grant Restricted Expenses	-	-	-	-	7,500,000
Total Non-Operating Expenses	1,530,000	1,326,578	2,213,453	1,543,052	9,714,953
Total Budgeted Cash Outflows	\$ 2,676,270	\$ 2,481,298	\$ 3,597,812	\$ 2,509,947	\$ 11,125,324
Changes in Budgeted Cash Inflows/Outflows	\$ 3,483,730	\$ 1,877,074	\$ 3,787,401	\$ 642,934	\$ 433,676

FY2017 Allocated to Capital projects

158,676

FY2017 Allocated to TRZ Projects

275,000

**FY2018 CCRMA Toll Operations
Cash Inflows/Outflows**

Revenues and Expenses					
	Adopted Budget 2016	Actual 2016	Adopted Budget 2017	Actual YTD (Oct - Jul) 2017	Budget 2018
Toll Operating Revenue					
Interop AVI revenue	230,000	523,405	550,000	459,736	589,000
PBM toll revenue	260,000	445,395	475,200	167,100	2,200
PBM violation revenue	175,000	251,236	665,280	160,938	7,000
TPS toll revenue	-	-	-	181,514	480,000
TPS RBP revenue	-	-	-	161,053	312,000
TPS violation revenue	-	-	-	250,662	598,800
Bridge interoperability	10,000	-	-	-	15,000
Other toll revenue/interlocal	5,000	-	-	-	85,000
Total Budgeted Cash Inflows	\$ 680,000	\$ 1,220,036	\$ 1,690,480	\$ 1,381,003	\$ 2,089,000
Salaries and Benefits Administrative					
Salaries	55,000	98,415	159,640	137,995	379,270
OASDI & Medicare	4,500	7,528	12,212	10,028	30,664
Health insurance	11,000	15,239	48,000	24,991	81,600
TCDRS	8,500	7,770	16,732	9,426	33,597
Total Salaries and Benefits	79,000	128,952	236,584	182,440	525,131
Administrative and Office Expenses					
Advertising and marketing	51,000	50,612	50,000	37,409	60,000
Back office system maintenance	-	-	175,000	86,027	180,000
Bridge interoperability collection cost	1,500	-	-	-	2,250
Bridge interoperability maintenance	7,800	-	-	-	-
Contractual	24,000	19,490	40,000	21,142	10,000
Legal Expense	-	7,733	50,000	33,146	30,000
Dues & Memberships	-	-	10,000	2,995	5,000
Education and training	5,000	-	4,000	1,940	6,000
Maintenance & Repairs	-	-	15,000	16,193	25,000
Facility landscaping and maintenance	65,000	59,790	70,000	48,070	70,000
GEC road inspection	-	-	30,000	-	30,000
HUB interop collection fees	21,000	34,400	55,000	28,018	40,000
Property insurance	52,500	52,409	75,000	61,748	80,000
Toll system maintenance and monitoring	200,300	200,000	225,000	132,031	168,000
Operational support	87,000	81,601	100,000	62,628	100,000
Office supplies	-	-	25,000	12,898	25,000
Merchant Card Services & Return Pmt Fees	-	-	45,000	10,308	45,000
PBM add on fees	21,000	48,362	25,000	17,708	5,000
PBM court collections	6,000	4,740	4,000	967	4,000
PBM image review	30,000	63,067	30,000	11,539	-
Postage	1,090	1,001	100,000	91,897	210,000
Rental expense	1,110	1,040	35,000	12,085	25,000
Travel	8,500	3,836	8,000	8,595	12,000
Utilities	17,500	16,893	40,000	39,847	50,000
Total Administrative and Office Expenses	600,300	644,973	1,211,000	737,190	1,182,250
Total Budgeted Cash Outflows	\$ 679,300	\$ 773,925	\$ 1,447,584	\$ 919,630	\$ 1,707,381
Changes in Budgeted Cash Inflows/Outflows	700	446,111	242,896	461,373	381,619
Non-Operating Revenue/Inflow/Restricted					
Pass through agreement & Debt Reserve Funds	1,385,000	-	3,620,213	2,770,000	2,248,938
Non-Operating Expenses					
2012 Toll Revenue Bonds Interest & Principal	2,100,000	1,703,805	2,739,100	718,462	1,283,000
2014 CO Toll Revenue Bonds Interest & Principal	225,000	225,000	198,300	59,987	169,550
2015 CO Toll Revenue Bonds Interest & Principal	175,000	175,000	152,813	54,242	146,688
2016 Toll Refund Bonds Interest & Principal	-	-	-	-	649,700
Total Non-Operating Expenses	2,500,000	2,103,805	3,090,213	832,691	2,248,938
Net Budgeted Change			\$ 772,896		\$ 381,619
FY2017 Allocated to Renewal & Replacement Fund					\$ 381,619



MEMORANDUM

TO: Board of Directors

FROM: Jesus Adrian Rincones, CPA – Chief Financial Officer

DATE: August 31, 2017

SUBJ: Strategic revenue drivers to be established in FY2018

The CCRMA has been making strategic investments in toll operations over the past few years to position itself to optimize toll revenue opportunities for the SH550. Most notably was the establishment of a back office system in December 2016 which allowed the CCRMA full control over postpaid revenue and the tools to develop new opportunities.

FY2018 will be a year in which the CCRMA is looking to capitalize on the following new opportunities to drive growth in toll revenue.

Out of State Customers

The CCRMA will begin in October 2017 the billing of out of state customers who have used the toll road without a valid transponder/tag. The total number of out of state users has been growing steadily each year and in mid-2016 CCRMA added the functionality and vendor to be able to obtain Department of Motor Vehicle information for more than 95% of States and Territories of the US. This new revenue stream is expected to increase 10% of net revenue within the first couple and steadily grow in the years to come.

Promoting Register by Plate (RBP) Accounts – Commercial

This type of account is something we customized during the development of our Back Office to service the needs of fleet accounts or commercial customers. We also customized this account to be able to accept license plates from all states including foreign plates like Mexico and Canada. Since its inception and the promoting of this account with larger commercial customers from Mexico the revenue has delivered 30% of postpaid toll revenue. We believe there are many more opportunities to grow our revenue through this market so we developed the Commercial Account Specialist position within our customer service center to service the needs of these customers and to enroll new clients in our program.

Continued on next page



International Bridge and toll systems Interoperability

We have developed what we feel is going to be one of our stronger segments in our operations which is the specialization in providing interoperable toll systems for local government entities. The operation of our open road toll system has led us to acquire the expertise in the operation and development of electronic toll systems and has created opportunities for us to provide this expertise to local tolling agencies. Our initial project was awarded to us in June 2017 by the City of Pharr to provide the Toll Collection System for the Pharr Reynosa International Bridge. We are in the first phase of this project and are expected to go live with the system in May/June 2018. The Pharr project will connect all bridge transponder customers to our toll road and provide improved collection of international commercial customers. We have also had discussions with the B&M Bridge Company and Cameron County Parks to consider an upgrade to their respective toll systems.

Implementation of Collection and Enforcement Efforts

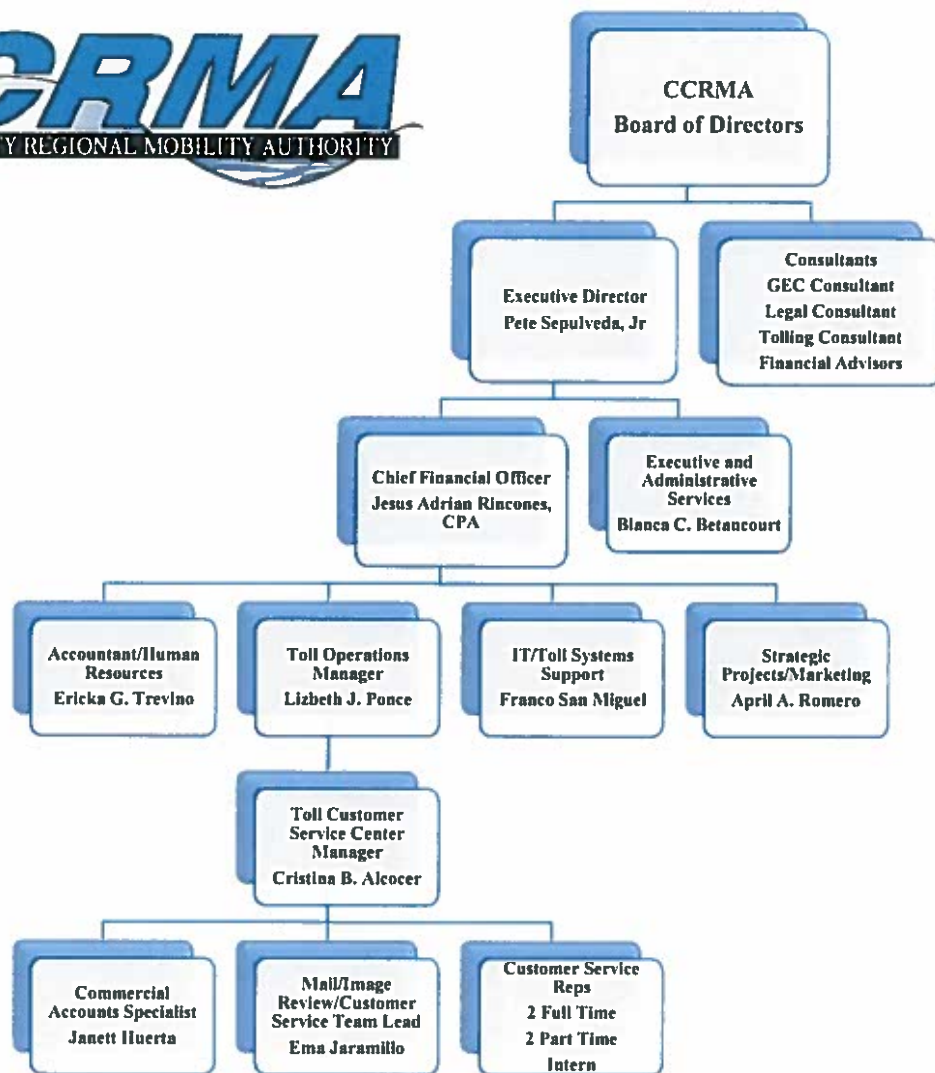
The accrual of unpaid tolls and violations is an asset in which we plan to utilize by acquiring a collection agency/firm to provide advance payment for a portion to assume debt. Currently our billing efforts are not designed to incorporate collection efforts on fully matured toll bills and violations that are not referred to the court system. The plan to acquire a collection firm will allow them to utilize their expertise in collection and provide direct revenue with the release of liability for the CCRMA. This form of advance payment would be new for CCRMA operations and is expected to provide a positive impact on revenues in FY2018 and the years to come.

Promotion/Marketing Efforts

We have developed more specific marketing strategies to target commercial tenants of the Port Of Brownsville. Our dialogue and partnership to launch joint marketing efforts with the Port's marketing team have begun. With the initiatives the Port is making to attract larger commercial tenants, we will be informed and involved to offer our services to attract new clients. This past year we had our first marketing event on South Padre Island including a small commercial to promote 550 usage for traveling to SPI. We will continue our efforts to promote SH550 as the preferred route for traveling to SPI and will focus on more community events to spread that message.

Conclusion

These are just a few of the strategic investments we have been developing and expecting to deploy in FY2018 to drive additional revenue into toll operations.





Summarized CAPEX Budget FY2018

Estimated Capital Project Expenditures	SPI 2nd Access	Outer Parkway	FM 1925	SH550	East Loop	West Rail	SPUR 54	Port Isabel Access Road	TRZ Projects	Toll Operations Projects	
Funding Sources											
TxDot FAA Funds & Other	1,250,000	1,500,000									2,750,000
MPO Funds/State/Federal					4,650,000	500,000					5,150,000
TxDot Grant Funds				8,000,000							8,000,000
Local Government Funds					350,000						
Toll Interlocal Funds										1,450,000	1,450,000
TRZ Funds									275,000		275,000
CCRMA General funds			125,000	350,000			15,000	50,000			540,000
Total CAPEX Funding	1,250,000	1,500,000	125,000	8,350,000	5,000,000	500,000	15,000	50,000	275,000	1,450,000	18,515,000
Capital Project Expenses											
Construction In Progress											
CIP Construction				7,500,000	3,475,000	500,000					11,475,000
CIP Construction management				350,000	350,000						700,000
CIP Planning and coordination	550,000	200,000			150,000			15,000	275,000		1,190,000
CIP Preliminary engineering & design	200,000	625,000			375,000						1,200,000
CIP Environmental and social economic studies	500,000	675,000	125,000		650,000		15,000	35,000			2,000,000
CIP Legal costs											
Mitigation				500,000							
Toll Back Office System, Project Host Server, International Bridge Interface										1,450,000	1,450,000
Total CAPEX Outflows	1,250,000	1,500,000	125,000	8,350,000	5,000,000	500,000	15,000	50,000	275,000	1,450,000	18,515,000

CCRMA LTD Repayment Plan

	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028	Projected 2029	Projected 2030
Operating Revenue													
Vehicle registration fee	3,150,000	3,780,750	3,374,359	3,492,441	3,614,897	3,741,217	3,872,154	4,007,680	4,147,848	4,293,137	4,443,886	4,599,805	4,759,866
Total Operating Revenue	3,150,000	3,780,750	3,374,359	3,492,441	3,614,897	3,741,217	3,872,154	4,007,680	4,147,848	4,293,137	4,443,886	4,599,805	4,759,866
Toll Revenue	2,089,000	2,506,800	2,707,344	2,921,932	3,157,846	3,410,474	3,681,312	3,967,477	4,268,851	4,586,094	4,919,208	5,268,390	5,633,789
Non-Operating Revenue													
Interest revenue	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000
Pass Through Agreement Revenue	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000	1,385,000
Other non-operating revenue	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000	345,000
Total Non-Operating Revenue	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000	1,790,000
Total Revenues	\$ 6,969,000	\$ 7,517,050	\$ 7,811,703	\$ 8,144,381	\$ 8,522,743	\$ 8,901,686	\$ 9,285,466	\$ 9,675,157	\$ 9,956,800	\$ 10,357,030	\$ 10,810,474	\$ 11,324,805	\$ 11,897,651
Administrative and Office Expenses													
Total Administrative and Office Expenses	1,410,171	1,438,378	1,467,350	1,496,997	1,526,631	1,557,164	1,588,307	1,620,073	1,652,474	1,685,524	1,719,234	1,753,619	1,788,691
Total Operating Expenses	1,707,381	1,767,139	1,829,549	1,893,004	1,958,259	2,027,831	2,098,807	2,172,265	2,248,295	2,326,965	2,408,430	2,492,725	2,579,970
Total Expenses	\$ 4,317,552	\$ 4,205,517	\$ 4,296,899	\$ 4,389,701	\$ 4,485,890	\$ 4,584,997	\$ 4,687,114	\$ 4,792,318	\$ 4,900,769	\$ 5,012,509	\$ 5,127,664	\$ 5,246,344	\$ 5,368,661
Net changes from Operations	2,651,448	3,311,533	3,522,154	3,751,377	3,994,494	4,316,855	4,618,353	4,902,892	5,188,505	5,474,521	5,762,840	6,052,080	6,358,680
Non-Operating Expenses													
2010A bond	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000	224,000
2010B bond	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853	1,017,853
2014 refunding 2010A	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100	973,100
2012 toll revenue bonds	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000	1,281,000
2014 CO toll revenue bonds	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550	189,550
2015 CO toll revenue bonds	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408	145,408
2016 refunding toll revenue bonds	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700	649,700
Total Non-Operating Expenses	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891	4,461,891
Net Change in Budgeted totals	(542,643)	(154,859)	72,623	315,376	575,063	456,836	(266,519)	(46,811)	178,958	413,695	648,150	(412,431)	(176,542)
Beginning Debt Reserve	1,885,000	1,042,257	867,698	960,321	1,274,017	1,849,309	2,305,945	2,039,426	1,992,616	2,171,574	2,585,370	3,251,419	2,694,326