

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BE IT REMEMBERED on the 13th day of October 2016, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the Joe G. Rivera and Aurora de la Garza County Annex thereof, in San Benito, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.
CHAIRPERSON

RUBEN GALLEGOS, JR.
DIRECTOR

DAVID N. GARZA
DIRECTOR

MICHAEL F. SCAIEF
DIRECTOR

MARK ESPARZA
DIRECTOR

NAT LOPEZ
DIRECTOR

DIRECTOR

HORACIO BARRERA
ABSENT

ABSENT

ABSENT

The Meeting was called to order by Chairman Frank Parker, Jr., at 12:00 Noon. At this time, the Board considered the following matters as per RMA Agenda posted and filed for Record in the Office of the County Clerk on this 6th day of October 2016 at 9:33 A.M.



AGENDA

**Regular Meeting of the Board of Directors
of the
Cameron County Regional Mobility Authority**

**Joe G. Rivera and Aurora de la Garza County Annex
1390 West I69E
San Benito, Texas 78586**

**Thursday, October 13, 2016
12:00 Noon**

PUBLIC COMMENTS:

1. Public Comments

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:

2. Presentations/Resolutions/Proclamations

- A. Presentation of the GEC Report for the month of September 2016**
- B. Presentation of the Marketing Efforts for the month of September 2016**

CONSENT ITEMS:

- 3. 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:**
 - September 8, 2016 – Regular Meeting**
 - September 27, 2016 – Special Meeting**
 - B. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel**
 - C. Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County**

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
DATE OCT 14 2016 AT 09:13 AM
Document Number: 00000421
Sylvia G. Gonzalez
County Clerk
P.O.
San Benito, Texas 78586

ITEMS FOR DISCUSSION AND ACTION:

4. Action Items

- A. Approval of Claims**
- B. Consideration and Approval of the Financial Statements and Budget Amendments for the month of September 2016**
- C. Consideration and Approval of a Financial Assistance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation regarding the SH 550 Gap 1 Project and Approval of Resolution Authorizing the Chairman of the CCRMA to sign all documents associated with the Financial Assistance Agreement**
- D. Consideration and Approval of Change Order No. 1 to Work Authorization No. 1 with KAPSCH for modification to Project Host Server for Back Office Interface**
- E. Discussion and Possible Action regarding the Cameron County Regional Mobility Authority's Amended Procurement Policies**
- F. Discussion on financing options for Cameron County Regional Mobility Authority Projects**

EXECUTIVE SESSION

5. Executive Session

- A. Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**
- B. Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**
- C. Confer with Legal Counsel regarding possible Legal Issues with HNTB on the West Rail Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**
- D. Confer with Legal Counsel regarding possible Legal Issues with HNTB on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**
- E. Confer with Legal Counsel regarding possible Legal Issues with the SPI 2nd Access Project, pursuant to V.T.C.A., Government Code, Section 551.071 (2)**

6. Action Relative to Executive Session

- A. Possible Action**

B. Possible Action

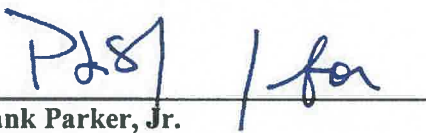
C. Possible Action

D. Possible Action

E. Possible Action

ADJOURNMENT:

Signed this 6th day of October 2016



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

Mr. Alejandro Pena, Mr. Edgar ^{Garcia} ~~Garcia~~ and Mr. Henry Roberts spoke against banning bicycles on the toll road. Mr. Pete Sepulveda read a letter into the record from Mr. John Reed.

PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS

2-A Presentation of the GEC Report for the month September 2016

Ms. Katie Nees with HNTB went over an update of the CCRMA Projects.

Vice Chair Gallegos moved to acknowledge the GEC Report for the month of September 2016. The motion was seconded by Director Esparza and carried unanimously.

The Report is as follows:

2-B Presentation of the Marketing Efforts for the Month of September 2016

Mrs. Michelle Lopez, RMA Marketing and Communications Director went over a status report for the month of September 2016. The report is attached.

Vice Chair Gallegos moved to acknowledge the Marketing Report for September 2016. The motion was seconded by Secretary Garza and carried unanimously.

The Report is as follows:

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

3-A Consideration and Approval of the Minutes for:

**September 8, 2016 – Regular Meeting
September 27, 2016 – Special Meeting**

Director Esparza moved to approve the minutes of September 8, 2016 Regular Meeting and September 27, 2016 Special Meeting. The motion was seconded by Secretary Garza and carried unanimously.

3-B Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the need for the Agreement.

Director Esparza moved to approve the Agreement between the Cameron County Regional Mobility Authority and Francisco San Miguel. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

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

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the purpose and the need for the Agreement.

Director Esparza moved to approve the Interlocal Agreement between the Cameron County Regional Mobility Authority and Cameron County. The motion was seconded by Secretary Garza and carried unanimously.

The Agreement is as follows:

ACTION ITEMS

4-A Approval of Claims

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

Mr. Adrian Rincones, RMA Controller and Financial Officer introduced the claims into the record. Mr. Pete Sepulveda, Jr., RMA Executive Director recommended that all claims be paid except a claim from HNTB Corporation associated with Invoice No. 129-40619-PL-017.

Director Scaief moved to approve the Claims as presented except a claim from HNTB Corporation associated with Invoice No. 129-40619-PL-017. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Claims are as follows:

4-B Consideration and Approval of the Financial Statements and Budget Amendments for the month of September 2016

Secretary Garza moved to **TABLE** the item. The motion was seconded by Vice Chair Gallegos and carried unanimously.

4-C Consideration and Approval of a Financial Assistance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation regarding the SH 550 Gap 1 Project and Approval of Resolution Authorizing the Chairman of the CCRMA to sign all documents associated with the Financial Assistance Agreement

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the Financial Assistance Agreement and the Resolution detailing the project responsibilities by both the Cameron County Regional Mobility Authority and the Texas Department of Transportation for the SH 550 Gap 1 Project subject to final approval by Mr. Brian Cassidy with Locke Lord.

Director Scaief moved to approve the Financial Assistance Agreement between the Cameron County Regional Mobility Authority and the Texas Department of Transportation regarding the SH 550 Gap 1 Project and Approval of Resolution Authorizing the Chairman of the CCRMA to sign all documents associated with the Financial Assistance Agreement, subject to final approval by Mr. Brian Cassidy with Locke Lord. The motion was seconded by Vice Chair Gallegos and carried unanimously.

The Agreement is as follows:

4-D Consideration and Approval of Change Order No. 1 to Work Authorization No. 1 with KAPSCH for modification to Project Host Server for Back Office Interface

Mr. Adrian Rincones, RMA Controller and Financial Officer went over the need and purpose of the Change Order. He informed the Board that the Change Order is a scope change request caused by the interface of the Tolling Back Office System and the Lane System Integrator. Mr. Rincones further stated that the scope change involves the inclusion of vehicle classification information within all images sent to the Back Office System for Image Review. (see attached memo)

Director Garza moved to approve Change Order No. 1 to Work Authorization No. 1 with KAPSCH for modification to Project Host Server for Back Office Interface. The motion was seconded by Director Esparza and carried unanimously.

The Change Order is as follows:

4-E Discussion and Possible Action regarding the Cameron County Regional Mobility Authority's Amended Procurement Policies

Mr. Adrian Rincones, RMA Controller and Financial Officer presented the item. A discussion took place among the Board.

Director Scaief moved to approve the Cameron County Regional Mobility Authority's Amended Procurement Policies, as presented, subject to approval by Mr. Brian Cassidy with Locke Lord. The motion was seconded by Vice Chair Gallegos and carried unanimously.

4-F Discussion on financing options for Cameron County Regional Mobility Authority Projects

Mr. Pete Sepulveda, Jr., RMA Executive Director introduced the item to the Board and Mr. Dave Gordon with Estrada Hinojosa went over the presentation of financing options available to the Cameron County Regional Mobility Authority for the SH 550 Direct Connectors Project. A copy of the plan of finance is attached to the minutes. Mr. Gordon answered questions from the Board and Staff.

Director Esparza moved to acknowledge the Presentation. The motion was seconded by Secretary Garza and carried unanimously.

The Presentation is as follows:

EXECUTIVE SESSION ITEMS

Secretary Garza made a motion at 12:59 P.M. to go into Executive Session. The motion was seconded by Vice Chair Gallegos and carried unanimously.

EXECUTIVE SESSION:

- 5-A Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**
- 5-B Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**
- 5-C Confer with Legal Counsel regarding possible Legal Issues with HNTB on the West Rail Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**
- 5-D Confer with Legal Counsel regarding possible Legal Issues with HNTB on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**
- 5-E Confer with Legal Counsel regarding possible Legal Issues with the SPI 2nd Access Project, pursuant to V.T.C.A., Government Code, Section 551.071 (2)**

Vice Chair Gallegos moved to come back into open session at 1:25 P.M. The motion was seconded by Director Scaief and carried unanimously.

ACTION RELATIVE TO EXECUTIVE SESSION:

- 6-A Confer with Legal Counsel regarding the Cameron County Regional Mobility Authority VS. MCMD, Case, Cause No. 2012-CCL-931, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**

Director Scaief moved to acknowledge the Report. The motion was seconded by Secretary Garza and carried unanimously.

- 6-B Confer with Legal Counsel regarding the David Garza vs. Cameron County Regional Mobility Authority Case, Cause No. 2015-DCL-05357-H, the legal status of the case, the handling of the case and legal issues pertaining thereto, pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071(1)(A) (B) and (2)**

Vice Chair Gallegos moved to acknowledge the Report and proceed as discussed in Executive Session. The motion was seconded by Secretary Garza and carried unanimously.

- 6-C Confer with Legal Counsel regarding possible Legal Issues with HNTB on the West Rail Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

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

- 6-D Confer with Legal Counsel regarding possible Legal Issues with HNTB on the SH 550 Mitigation, pursuant to V.T.C.A., Government Code, Section 551.071(2)**

Secretary Garza moved to acknowledge the Report and proceed as discussed in Executive Session. The motion was seconded by Vice Chair Gallegos and carried unanimously.

- 6-E Confer with Legal Counsel regarding possible Legal Issues with the SPI 2nd Access Project, pursuant to V.T.C.A., Government Code, Section 551.071 (2)**

Director Esparza moved to acknowledge the Report and proceed as discussed in Executive Session. The motion was seconded by Vice Chair Gallegos and carried unanimously.

ADJOURNMENT

There being no further business to come before the Board and upon motion by Secretary Garza and seconded by Director Esparza and carried unanimously the meeting was **ADJOURNED** at 1:29 P.M.

APPROVED this 31st day of October 2016.

ATTESTED: _____

SECRETARY DAVID N. GARZA


CHAIRMAN FRANK PARKER, JR.

**2-A PRESENTATION OF THE GEC REPORT FOR THE MONTH OF
SEPTEMBER 2016**



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

October 4, 2016

Dear Mr. Sepulveda,

The following is a summary of our progress on the subject projects for the month of September, 2016.

Upcoming Events

- HNTB staff, Greg Garcia, Hans Hutton, and sub-consultant S&B will attend and prepare materials for the Value Engineering Meeting to be held October 3 through October 6, 2016. Debbie Taylor prepared environmental talking points and Sean Wray prepared Google Earth constraints maps to be used in VE study.
- Monthly CCRMA/TxDOT Environmental/Engineering coordination meeting tentatively set for October 13, 2016 at 3:30pm. RMA to coordinate location.
- BEI to present contingency plans for sea grass mitigation on October 13, at 2:30pm to CCRMA staff. RMA to coordinate location.

Project Management:

- A meeting was held with TxDOT-Pharr District and CCRMA on August 18, 2016 to discuss status of environmental and engineering coordination and inclusion of mitigation measures in schematics.

General GEC

- Prepared and submitted CCRMA GEC Invoice for work performed on various Work Authorizations from Previous Contract (PC) and Current Contract (CC). Updated and submitted August 2016 GEC report.
- On September 8, 2016, Richard Ridings attended the Special and Regular Meeting of the CCRMA Board of Directors.
- Provided information to Pete Sepulveda regarding key issues for his September meeting with Senator Cornyn.
- Provided environmental update information to Pete Sepulveda regarding his upcoming briefing with Colonel Lars Zetterstrom on the SPI 2nd Access on September 27, 2016.
- Assisted CCRMA Controller on activities involving reporting and documentation of invoicing, progress reports and other accounting/billing matters.

South Padre Island Second Access Phase 3A & 3B (PC – Work Authorization No. 17 and CC – Work Authorization No. 2):

This Work Authorization provides engineering and environmental services associated with the development and advancement of the NEPA process for the proposed South Padre Island (SPI) 2nd Access Project in Cameron County, Texas. The proposed Project will provide an alternate route to the Queen Isabella Memorial Causeway; thus, enhancing local and regional mobility, and facilitating effective evacuation of the island in times of disaster, hurricanes, and other emergencies. This Work Authorization continues the environmental and schematic design tasks necessary on the Recommended Preferred Alternative to advance the project to a Record of Decision (ROD).

Engineering

Activities this month and ongoing

- Submitted the 100% submittal package (i.e. typical sections, geometric design, preliminary cross sections, preliminary traffic control, 3D modeling, and schematic plan preparation, preliminary construction cost estimate, hydrology, hydraulic studies, drainage design and preliminary bridge layouts) to TxDOT for their review on 11/2/2015. This task is on hold until BA is complete. A SWA will need to be submitted for additional mitigation engineering work required once comments are received.
- Continued coordination with subconsultants on geotechnical services. A final geotechnical report will be submitted after the additional mitigation engineering work is complete.

Environmental

Activities this month and ongoing

- HNTB continues to provide assistance and information to CCRMA Board and staff, members of the general public and stakeholders.
- Coordination, including weekly conference calls, with TxDOT Pharr District, TxDOT ENV and FHWA has been on-going regarding the FEIS, technical reports and permitting tasks.
- Revised master design schedule and submitted to subconsultants for review.
- FEIS – Cooperating Agency Review Round
 - a) Anticipate USFWS review of FEIS will take place when BA is finalized and mitigation and conservation measures are incorporated into FEIS for public and agency circulation. USCG review anticipated by the end of October.
 - b) NMFS comments on Aquatic portion of BA received 05/06/16 and have been incorporated into FEIS. NMFS Concurrence Letter of No Adverse Affect received.
 - c) USACE comments received 03/30/16 and have been incorporated into FEIS.
 - d) Submittal #3 (Resource Agency Review) was submitted 1/21/2016.
 - e) FHWA-HQ comments received 11/16/2015 and revisions are complete.
 - f) Backcheck review and comment by CCRMA, TxDOT-ENV and TxDOT-Pharr is complete (per comment resolution workshop 3/31/15).
 - g) First draft of Final EIS (12/23/2014).
- Section 404 Individual Permit Application (IP)
 - a) Draft IP Application to be resubmitted to S&B with GEC comments early October. Submittal to USACE Galveston District mid- to late-October 2016 pending pre-application consultation, finalization of dredging plan and finalization of wetland mitigation plan (revisions in progress to minimize dune impacts on island).
 - b) Draft Individual Permit Application (IP) QA/QC review completed by GEC 7/14/2016.
 - c) Draft IP submitted by subconsultant 7/1/16.
 - d) USACE approved Preliminary Jurisdictional Determination (PJD) 3/21/16.

- Vegetation and Habitat Report with Biological Evaluation Form (BE Form)
 - a) Dune delineation complete and coordination planned for 10/19/16 with Cameron County Dune Protection Administrator, Joe Vega, and General Land Office (GLO).
 - b) Final TPWD approval is pending their review of FEIS during public circulation of FEIS.
 - c) Revised Vegetation & Habitat Report with Biological Evaluation Form submitted to TPWD 2/8/16.
- Essential Fish Habitat Assessment (EFH)
 - a) TxDOT Pharr District comments received on back check of EFH report; however, comments from TxDOT ENV and FHWA still outstanding. Once comments received from FHWA and TxDOT ENV, revisions will be completed and then FHWA will submit EFH report to NMFS for review. Once comments received from NMFS, 30 days to respond to the recommendations and include them in FEIS.
 - b) Revisions complete and submitted for TxDOT and FHWA for backcheck on 8/23/16. Final comments were due 9/9/16; however TxDOT ENV and FHWA still outstanding. Next step is resubmittal to National Marine Fisheries Service (NMFS).
 - c) EFH comments received from NMFS 5/6/16. Revisions complete (see b. above).
 - d) EFH Report submitted to NMFS for agency review 9/24/15.
- Biological Assessment (BA)
 - a) TxDOT ENV comments outstanding as of 10/4/16. Final revisions in progress by SWCA and due by 10/14/2016. Target for resubmittal to USFWS is 10/14/16.
 - b) TxDOT and FHWA performing back check on last round of comments. TxDOT Pharr District provided final review comments and the revisions are being included into BA document. Awaiting TxDOT ENV and FHWA comments which were due to HNTB on 9/30/16. Comments are required to be completed prior to FHWA notification to USFWS to begin consultation period for BA targeted for 10/14/16.
 - c) Comment resolution workshop held 8/16/16. .
 - d) Final Draft BA submitted to TxDOT-Pharr, TxDOT-ENV and FHWA-HQ for back check review 7/22/16 (due 8/12/16).
 - e) NMFS Letter of Concurrence on aquatic components of BA received 6/17/16 (no Biological Opinion on listed aquatic species indicated).
 - f) Revised BA submitted for internal review 5/27/16.
 - g) Executive Committee was convened 3/24/16 to discuss USFWS comments and other issues affecting schedule.
 - h) Mitigation Design Workshop (Joint Engineering/Environmental) held 3/23/16.
 - i) Comment/Response workshop on USFWS comments held 3/9/16.
 - j) Responses to USFWS comments submitted to USFWS 1/29/16.
 - k) USFWS comments received 9/18/16.
 - l) Comments on Terrestrial components by USFWS received
 - m) BA submitted to USFWS for review of terrestrial components 8/17/15
 - n) BA submitted to NMFS-PRD for review of aquatic components 8/17/15
- Archeological Investigations
 - a) Nautical Investigations complete and report filed 3/2/15. THC Concurrence received.
- Seagrass Mitigation Plan
 - a) September monitoring report was completed on 9/16/16 and is expected to be delivered to HNTB on 10/6/16.

- b) August monitoring completed 8/31/16. Review comments received and incorporated 9/12/16. Final August Monitoring Report completed 9/16/16. Reports will be made available to Independent Review Workshop 10/26/16.
- c) Seagrass pilot study presented on 8/2/16 to USACE JEM.
- d) Seagrass transplanting for Pilot Study complete 7/14/16. Pilot Study is in place and first monitoring scheduled for week of 8/15/16.
- e) Seagrass Pilot Study barrier installation complete 7/11/16.
- f) Seagrass Pilot Study barrier construction begins 6/20/16. Target date for installation of Pilot Study now 7/14/16.
- g) Seagrass Pilot Study agency permitting and leasing approvals (USCG, USACE, GLO and TPWD) complete 6/13/16.
- h) Independent Review of Seagrass Mitigation plan approved 6/2016 (10/2016 target for completion).
- i) Revised Seagrass Mitigation plan was presented at December 1, 2015 USACE Joint Evaluation Meeting (JEM). Plan being revised per JEM comments.
- j) Revised report submitted for internal review 10/30/15.
- k) TxDOT-Pharr and TxDOT-ENV comments on Seagrass modeling report resolved in workshop 10/20/2015.
- l) Draft Sea Grass Mitigation Plan with Modeling Report submitted for TxDOT and FHWA review on 7/7/15.
- Wetland Mitigation Plan
 - a) Revised tidal mitigation plan received by HNTB and reviewed by TxDOT Pharr District. Further revisions requested and in progress by BEI to address tidal mitigation plan to minimize dune impacts on island. Revised report due by 10/7/16.
 - b) Revisions in progress by BEI and due 9/9/16. However, comments were received by TxDOT Pharr and are being incorporated into the document and time was extended. Comments from JEM will also be incorporated.
 - c) Presented Wetland Mitigation Plan at 8/2/16 JEM.
 - d) Wetland Mitigation Plan was submitted for agency review 11/9/15 and was also discussed at December 1 JEM.

Past activities, deliverables and milestones

- Summary report of Context Sensitive Solutions (CSS) workshops and survey results are complete.
- Coordination with CCRMA, TxDOT, USFWS and Conservation Fund on potential impacts to Migratory Bird Conservation Lands has been completed.
- Section 4(f) Determination Package, including survey and documentation requirements were prepared and submitted to FHWA. A Final 4(f) determination was received from FHWA 11/5/15 and clearance was given to proceed with early acquisition of 2.78 acres of property needed for ROW. Transaction transferring property to Cameron County was executed and deed recorded 12/18/15. This action was necessary to clear Section 4(f) and allow for future ROW acquisition.
- Seagrass Survey and Wetland Delineation Report have been approved by resource agencies and complete.

Olmito Switch Yard & Repair-In-Place Facility (PC – Work Authorization No. 31)

This work authorization provides engineering services throughout the construction duration of the Olmito Switch Yard and Repair-In-Place (RIP) Facility by providing responses to the contractor's Requests for Information, Shop Drawing Review and As-Built construction plans.

- Project near completion and final close out.

West Rail Bypass, CI (PC – Work Authorization No. 33)

This work authorization provides professional services associated with construction inspection phase work for the West Rail Bypass.

- Project near completion and final close out.

SH 32 GEC Preliminary Schematic and Environmental Approval (CC – Work Authorization No. 5)

This work authorization provides professional services for oversight, guidance, agency coordination, and issue resolution, necessary to expedite the preliminary development phases of these two SH 32 projects only. The two projects, which each have logical termini and independent utility, extend from US 77/83 to FM 3068 (herein referred to as SH 32-West) and from FM 3068 to SH 4 (herein referred to as SH 32-East). The proposed projects are being developed by two prime subconsultants, (S&B Infrastructure, Ltd. and Traffic Engineers, Inc.) under the oversight of HNTB (GEC).

- HNTB received notice to stop all work on 7/5/2016. No further work has been done on this project.

West Rail Bridge – RFI/Shop Drawings Review and CEI for Security Fencing, Gate, Illumination, and DHS Building Components (US portion of bridge only) (PC – Work Authorization No. 69)

- "Grand opening" held on 8/25/2015 which included dignitaries from both the U.S. and Mexico.
- "Soft opening" held on 8/7/2015 which commemorated UPRR's first train crossing into Mexico using the new bridge. UPRR ran their last train into Mexico on the B&M on 8/6.

Consultant Management:

- Project was completed and opened to traffic on 6/4/2015 at 4:00 p.m

Agency Coordination:

- Conducted ongoing discussions with CCRMA staff, TxDOT staff and subconsultants for preparation of SPI 2nd Access project (see specifics above), FM 1925, Olmito Switch Yard Repair-In-Place Facility construction project, West Rail construction project, SH 32 East Loop EAs and other miscellaneous items.

Best regards,



Richard L. Ridings, P.E.
Senior Vice President

cc: Carlos Lopez, P.E.

**2-B PRESENTATION OF THE MARKETING EFFORTS FOR THE
MONTH OF SEPTEMBER 2016**

September 2016 Board Meeting
Marketing Report
Michelle A. Lopez
Marketing & Communications Director



1. WEBSITE-

- a. We have seen a substantial growth in web traffic due to the most recent updates performed. In addition we are seeing a higher retention of users browsing in a more user-friendly site.
- b. The new home page allows users to quickly visit the tabs that are of very high interest such as SH 550, Account Management and News & Media.
- c. All press releases and news articles are now native instead of hyperlinked to boost traffic.
- d. More updates are scheduled to occur this month which will improve the previous changes that were managed in the month of September.

Avg. Page views/Month: 88,167/+5.93%

Pages/Session: 3.29

% New Sessions: 70.51%

New Visitor vs. Returning Visitor: 70.51% / 29.49%

Regional Visits based on Traffic (US): per month

Brownsville	47,380
McAllen	11,620
Harlingen	7,811
Mission	6,136
San Benito	3,253
Pharr	2,927
SPI	2,345
Weslaco	2,080
Edinburg	1,604
Donna	573

List of Regions based on Traffic (MX):

Monterrey	13,090
Matamoros	9,753
Mexico City	2,950
Reynosa	2,375
Tampico	1,926
San Luis Potosi	832
Juarez	578
Guadalajara	511
Ciudad Lopez Mateos	449

Traffic Acquisition:

Direct 35.91%

www.ccrma.org
www.ccrma.org/projects/2ndspi
[access](http://www.ccrma.org/projects/SH550/)
www.ccrma.org/projects/SH550/

Referral 27.24%

www.co.cameron.tx.us
www.tollroadsnews.com
www.txdot.gov
www.krgv.com

Organic Search 30.16%

Google
Bing
Yahoo!

Social 6.69%

Facebook
Twitter
LinkedIn

Age

18-24	10.38%
25-34	24.32%
35-44	25.58%
45-54	18.96%
55-64	14.49%
65+	6.28%

Sex

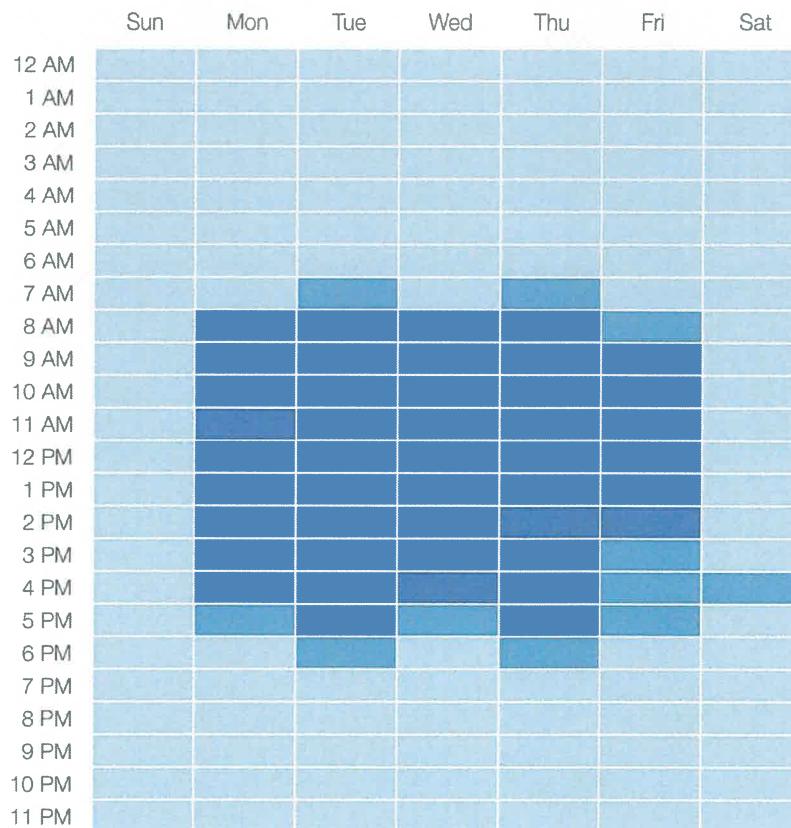
Female	34.72%
Male	65.28%

*Interests based on user's cookies and cached data collected with every visit. This data reflects what each user's primary use for the internet is.

Time slots:

Darker blue time slots represent when traffic is the heaviest to the website. Light blue represents low web traffic.

We have seen an improved web traffic pattern that spans from Monday to Friday from 8 a.m. to 5 p.m.



FIRST LEVEL OF INTERACTION

TIME SPENT ON PAGE

www.ccrma.org
www.ccrma.org/projects/sh550
www.ccrma.org/projects/2ndspiaccess

00:08:12 avg.
00:05:34 avg.
00:02:56 avg.

2nd Level of Interaction:

www.ccrma.org/projects/spi2ndaccess
www.ccrma.org/projects/sh550/
www.ccrma.org/txtag/
www.ccrma.org/about/agendas
www.ccrma.org/travel

00:03:72 avg.
00:10:22 avg.
00:04:55 avg.
00:05:12 avg.
00:02:10 avg.

3rd Level of Interaction:

www.ccrma.org/
www.ccrma.org/projects/spi2ndaccess
www.ccrma.org/projects/spi2ndaccess/resources
www.ccrma.org/projects/sh550

00:06:01 avg.
00:09:13 avg.
00:05:16 avg.
00:04:00 avg.

2. SOCIAL MEDIA MARKETING-

- a. We continue to use the same strategies on Facebook to promote recent news and multimedia. The strategies have promoted more visitation to the CCRMA website. In addition we continue to promote the Project Status video series with positive results. The previous Project Status video received the following reports:

- **Page Likes:** 5,431 Total Likes
- **Video Report:**
 - i. **Project Status:** South Padre Island Second Access Project
 - Minutes viewed: 11,232
 - Video Views: 24,917
- **Upcoming Video Report**
 - i. SH 550- A direct connection to the Port of Brownsville (attract commercial drivers)
 - Release Date: Tentative October 10, 2016

- b. TWITTER: 1,158 followers

3. MEDIA BUYING

- a. Facebook and Google AdSense ads were purchased to generate a greater user base and promote web traffic to CCRMA's official website.

4. TXTAG MARKETING-

- a. Ad campaigns are focused on TxTag acquisition once more to generate growth and promote penetration through SH 550.
- b. The number of TxTag enrollments are increasing monthly:
 - i. In August, we registered 30 vehicles, all passenger accounts.
 - ii. In September, we registered 19 vehicles, all passenger accounts. Decrease is likely due to summer being over.

5. UNITED FOR VETERANS-

- a. August- Three enrolled in the program
- b. September- Six enrolled in the program
- c. We have a total of 51 customers enrolled in the United for Veterans Program.
- d. Ads have also been utilized to promote United for Veteran donors.
- e. Reaching out to Valley Baptist and BCIC for funds as we're already running low in our balance.

6. PROJECT PHOTOGRAPHY-

- a. East Loop, International Blvd. and South Padre Island/Port Isabel. Photography will include shots with high active congestion and will be used for both promotion and communication purposes.

7. NEWSLETTER-

- a. Email newsletters are not sent until regular meeting agendas are released. Newsletters now include multimedia contain the project status update.

8. BUSINESS DEVELOPMENT-

- a. PAN Tamaulipas: Governor of Tamaulipas will be touring with the CCRMA in the month of September to present his cabinet with information regarding Cameron County transportation projects. We hope to receive a public endorsement of an ongoing relationship between both organizations.
- b. Mayor of Matamoros: Dialogue has begun with the new Mayor of Matamoros, "Chuchin" Jesús de la Garza to tour CCRMA projects. Scheduling tour for mid to late October.
- c. CANACAR: Dialogue has occurred with Ramón Garcia, president of CANACAR Reynosa to schedule a meeting.

9. IN THE NEWS-

- a. Rail bridge wins award:
 - i. http://www.brownsvilleherald.com/news/local/article_c312204a-8138-11e6-a877-87733779fd2e.html
- b. County Noticing Potential Hazards for Commuters on Toll Road:
 - i. <http://www.krgv.com/story/33060949/county-noticing-potential-hazards-for-commuters-on-toll-road>
 - ii. http://www.brownsvilleherald.com/premium/article_601f8960-77c3-11e6-94d4-6bccbc2bdbb9.html

**3-B CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND
FRANCISCO SAN MIGUEL**

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

CONTRACT FOR SERVICES

This is an agreement by and between the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY (hereinafter called CCRMA) and FRANCISCO SAN MIGUEL (hereinafter called SAN MIGUEL).

In consideration of the mutual promises herein contained, the parties agree as follows:

PURPOSE OF REPRESENTATION

The CCRMA hereby employs SAN MIGUEL to serve as support services for the CCRMA. In providing support services, SAN MIGUEL will do the following: (1) work closely with CTRMA and their vendor on the toll electronic system; (2) conduct preventive maintenance on the electronic toll collection system; (3) work with CCRMA and CTRMA to ensure that reports are properly being generated; (4) maintain the camera system quarterly or as needed (5) keep CCRMA management informed on the progress of the toll electronic system hardware and software installation; and (6) troubleshoot any problems with system and other duties as assigned by the Executive Director.

COMPENSATION

In consideration of services to be rendered by SAN MIGUEL, the CCRMA hereby agrees to pay SAN MIGUEL an annual sum of \$24,000.00 to be paid in monthly installments of \$2,000.00 payable on the last day of each month. It is specifically understood and agreed that the CCRMA will not withhold any monies for purposes of taxes. All taxes due shall be paid by SAN MIGUEL as a self-employed person.

TERM

This agreement shall begin on October 1, 2016 and end on September 30, 2017 or until it is terminated by either party, upon thirty (30) days written notice. In the event that SAN MIGUEL is not employed by Cameron County, this agreement is immediately null and void.

NOTICE

All notices to CCRMA shall be sent by certified or registered mail, addressed to: Cameron County Regional Mobility Authority, 3461 Carmen Ave, Rancho Viejo, TX 78575, or at such other address as the CCRMA may otherwise designate. All notices to FRANCISCO SAN MIGUEL shall be sent certified or registered mail, addressed to: FRANCISCO SAN MIGUEL, 6359 Dunlap Ave Apt A. Olmito, Texas 78575.

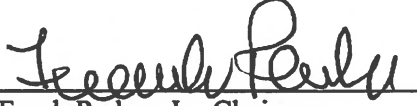
LAW AND VENUE

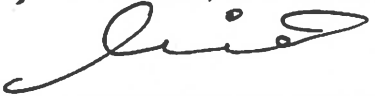
This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Cameron County, Texas.

PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This agreement may be modified at any time by mutual consent of the parties.

EXECUTED on this 13th day of October, 2016, at Brownsville, Cameron County, Texas.


Frank Parker, Jr., Chairman


Francisco San Miguel

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

Contract No. 2016C11315

STATE OF TEXAS §
 §
COUNTY OF CAMERON §

INTERLOCAL AGREEMENT BETWEEN
CAMERON COUNTY AND CAMERON COUNTY REGIONAL MOBILITY
AUTHORITY

This Interlocal Agreement is made by and between the COUNTY OF CAMERON, TEXAS, hereinafter referred to as "County", and the CAMERON COUNTY REGIONAL MOBILITY AUTHORITY, hereinafter referred to as "CCRMA".

WHEREAS, the CCRMA was created in September 30, 2004;

WHEREAS, the CCRMA proposes to use County staff for legal needs to assist with projects of the CCRMA;

WHEREAS, the County does have personnel that could assist the CCRMA with the projects of the CCRMA; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties and the mutual benefits they will gain by the performance thereof, all in accordance with the provisions hereinafter set forth, the County and the CCRMA agree as follows:

1. The County will provide administrative services to the CCRMA, which will include legal services for CCRMA projects.

2. The CCRMA agrees to reimburse the County \$17,000.00 for the administrative services provided by the County.

3. The rules, regulations and orders of the County shall govern this Interlocal Agreement and the parties agree that the CCRMA shall supervise the performance of this Interlocal Agreement.

4. This Interlocal Agreement shall continue until terminated by one of the parties. This Agreement may be terminated by either party at any time by giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

5. All notices to Cameron County shall be sent by certified or registered mail, addressed to:

Cameron County Judge
Cameron County Courthouse
1100 East Monroe Street
Brownsville, Texas 78520

or at such other address as the County may otherwise designate.

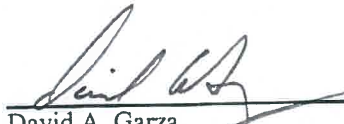
All notices to the Cameron County Regional Mobility Authority shall be sent certified or registered mail, addressed to:

Frank Parker, Jr.
CCRMA Chairman
3461 Carmen Avenue
Rancho Viejo, Texas 78575


or at such other address as the CCRMA may otherwise designate in writing.

6. This 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.

Executed this 1st day of November, 2016.

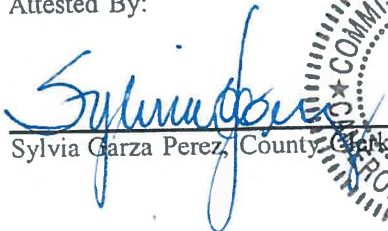


David A. Garza
Cameron County Judge Pro Tem



Frank Parker, Jr.
Cameron County Regional Mobility Authority

Attested By:



Sylvia Garza Perez, County Clerk



4-A APPROVAL OF CLAIMS



MEMORANDUM

TO: Chairman and Board Members

FROM: Adrian Rincones, Chief Financial Officer

Digitally signed by Jesus A
Rincones
DN: cn=Jesus A Rincones,
ou=CCRMA, ou=
email=arincones@ccrma.org,
o=CCRMA
Date: 2016.10.10 11:04:09
+05'00'

RE: Claims

DATE: October 13, 2016

Attached are the claims paid on October 7, 2016 that are being presented for the Board's acknowledgement.

Also attached, claims being presented to the Board for consideration for October 13, 2016. Staff recommends approval of the claims.



Claims Acknowledgement

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description
Claims Paid October 7, 2016				
Adrian	Adrian Rincones	AR 10.6.16	1,108.28	AR Reimbursement for Supplies for Meeting with Value Engineering Session
Adrian	Adrian Rincones	AR 9.26.16	493.19	Travel to Laredo for NASCO and Best Pass Meeting Reimbursement
Adrian	Adrian Rincones	AR 9.30.16	1,538.38	Travel to Austin for Fagan Consulting Meeting and MSB Reimbursement
Blanca C. Betancourt	Blanca C. Betancourt	28	750.00	Administrative Support for the month of Sep 2016
Culligan	Culligan of the Rio Grande Valley	Sep 2016	88.79	Water Services for Rancho Viejo Offices
Emp Cristina Alcocer	Cristina Alcocer	CA 9.30.16	305.61	Employee Mileage, Office Supplies, Expedited Passport Fee Required for Business Travel
Emp Luis Perez	Luis Perez	LP 9.30.16	28.06	Mileage Reimbursement for employee Luis Perez
Evelio Rivas	Evelio Rivas	834929	200.00	Desk Assembly, Mail Box Installation, Fixed Door and Board Hanging
Evelio Rivas	Evelio Rivas	834932	80.00	Office arrangement labor
Franco San Miguel	Francisco J Sanmiguel	FSM 9.6.16	135.00	Toll Rental Equipment Maintenance Reimbursement
Franco San Miguel	Francisco J Sanmiguel	Sep 2016	1,750.00	Toll Operations Maintenance Services for September 2016
LexisNexis	LexisNexis Risk Solutions FL Inc	1546392-20160930	95.00	PreCourt Program Services for Sep 2016
Megashine	Megashine	1257	1,200.00	Janitorial Cleaning Services for October 2016
Michelle Lopez	Michelle Lopez	ML 9.30.16	334.36	Mileage Reimbursement and lunch for meetings
Prisciliano Delgado	Prisciliano Delgado	10517	200.00	Lawn Care Services for the month of Sep 2016
PUB	Public Utilities Board	Sep 2016 - 600710	309.13	Utilities for SH550 Direct Connector
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	Oct 2016	1,750.00	Monthly Rent for Admin Office October 2016
Republic Services	Republic Services	0863-001210132	78.83	Yardwaste service for Oct-Dec 2016
RGV Spotlight	RGV Spotlight	INV-OA13010B	475.00	Facebook Ad and Content Production for Sep 2016
Sullivan Public Affa	Sullivan Public Affairs	CC082016	7,500.00	Government Relations Consulting Services for August 2016
Sullivan Public Affa	Sullivan Public Affairs	CC092016	7,500.00	Government Relations Consulting Services for Sep 2016
TML	Texas Municipal League	TML 10.1.16	14,655.75	Insurance Windstorm/Property/General Lia/E&O
	Intergovernmental Risk Pool			
Xerox	Xerox	086415922	457.89	Monthly Printing Services Rent
Ziegner	Ziegner Technologies	103166	402.00	Hosting Services for MIP Fund Accounting for November 2016

**4-B CONSIDERATION AND APPROVAL OF THE FINANCIAL
STATEMENTS AND BUDGET AMENDMENTS FOR THE MONTH OF
SEPTEMBER 2016**

SH 550, future I-169, was the first Toll Road in South Texas. Construction began in 2010 and was completed in 2015. The 10-mile Toll Road begins on I69-E and runs along SH 550 to SH 48, creating an alternate route to the Port of Brownsville and South Padre Island.



CCRMA MONTHLY FINANCIAL REPORT SEPTEMBER 2016

Pete Sepulveda, Jr. Executive Director

Jesus Adrian Rincones, CPA, CFE, Chief Financial Officer

CCRMA MONTHLY FINANCIALS

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CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues, Expenditures And Changes in Net Assets - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	264,923	3,181,629	2,950,000	231,629
Toll revenues	29	29	0	29
TRZ revenue	426,261	426,261	750,000	(323,739)
Other revenue	37,510	1,754,534	1,685,000	69,534
Total Operating Revenues	728,723	5,362,453	5,385,000	(22,547)
Operating Expenses				
Personnel costs	70,032	698,565	696,520	(2,045)
Professional services	24,000	152,291	134,900	(17,391)
Contractual services	16,210	94,522	72,000	(22,522)
Debt interest	0	4,022,924	4,330,000	307,076
Advertising & marketing	0	24,928	25,000	72
Data processing	402	9,427	9,650	223
Dues & memberships	0	13,059	15,000	1,941
Education & training	0	8,430	10,000	1,570
Fiscal agent fees	4,122	18,008	25,000	6,992
Insurance	0	7,526	6,900	(626)
Maintenance & repairs	2,080	20,550	20,500	(50)
Office supplies	2,042	39,846	37,300	(2,546)
Rent	458	17,635	19,500	1,865
Travel	2,728	26,830	35,000	8,170
Utilities	1,285	14,549	17,000	2,451
Other expenses	0	0	5,100	5,100
Total Operating Expenses	123,359	5,169,089	5,459,370	290,281
Non Operating Revenue				
Interest income	5,801	17,330	20,000	(2,670)
Total Non Operating Revenue	5,801	17,330	20,000	(2,670)
Changes in Net Assets	611,165	210,695	(54,370)	265,065
Net Assets Beginning of Year	(400,470)	0	0	0
Net Assets End of Year	210,695	210,695	(54,370)	265,065

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Toll Operations - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Toll Operating Revenues				
Toll Revenue	40,194.65	445,395.31	260,000.00	185,395.31
Toll Violation Revenue	24,420.29	251,235.59	175,000.00	76,235.59
Interop Revenue	45,924.14	519,211.13	230,000.00	289,211.13
Bridge Interoperability	0.00	0.00	10,000.00	(10,000.00)
Other Revenue	0.00	0.00	5,000.00	(5,000.00)
Total Toll Operating Revenues	110,539.08	1,215,842.03	680,000.00	535,842.03
Toll Operating Expenses				
Advertising & Marketing	2,929.16	50,611.63	50,000.00	(611.63)
Contractual	1,750.00	19,490.00	24,000.00	4,510.00
Education & Training	0.00	0.00	5,000.00	5,000.00
Maintenance - SH 550	6,737.06	59,789.54	65,000.00	5,210.46
Interop Collection Fees	3,024.71	34,119.02	21,000.00	(13,119.02)
PBM Add on Fees	4,245.01	48,362.38	21,000.00	(27,362.38)
PBM Image Review	4,492.40	63,067.35	30,000.00	(33,067.35)
PBM Pre-Court Program	445.00	4,739.64	6,000.00	1,260.36
Postage	0.00	1,000.77	500.00	(500.77)
Rent	0.00	1,040.00	1,000.00	(40.00)
Travel	0.00	3,836.21	8,500.00	4,663.79
Utilities	1,616.35	16,853.29	17,500.00	646.71
Transfer to General Operations	0.00	0.00	1,500.00	1,500.00
Bridge Interoperability Maintenance	0.00	0.00	12,000.00	12,000.00
Toll Road Property Insurance	0.00	52,408.75	50,000.00	(2,408.75)
Toll Operational Support	5,880.00	81,601.05	61,000.00	(20,601.05)
Toll System Provider Maintenance	0.00	175,000.00	226,300.00	51,300.00
Total Toll Operating Expenses	31,119.69	611,919.63	600,300.00	(11,619.63)
Changes in Net Assets	79,419.39	603,922.40	79,700.00	524,222.40

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Combined Statement of Revenues and Expenses - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Operating Revenues				
Vehicle registration fees	264,923.18	3,181,629.43	2,950,000.00	231,629.43
Toll revenues	110,568.05	1,215,871.00	675,000.00	540,871.00
TRZ revenue	426,260.54	426,260.54	750,000.00	(323,739.46)
Other revenue	37,510.00	1,754,534.43	1,690,000.00	64,534.43
Total Operating Revenues	839,261.77	6,578,295.40	6,065,000.00	513,295.40
Operating Expenses				
Personnel costs	70,031.77	698,564.90	696,520.00	(2,044.90)
Accounting software and services	0.00	3,541.00	9,900.00	6,359.00
Professional services	24,000.00	149,000.00	125,000.00	(24,000.00)
Contractual services	17,960.32	114,012.11	96,000.00	(18,012.11)
Debt interest	0.00	4,022,924.36	4,030,000.00	7,075.64
Project expenses	0.00	0.00	300,000.00	300,000.00
Advertising & marketing	2,929.16	75,539.14	75,000.00	(539.14)
Data processing	402.00	9,426.68	9,650.00	223.32
Dues & memberships	0.00	13,059.00	15,000.00	1,941.00
Education & training	0.00	8,429.65	15,000.00	6,570.35
Fiscal agent fees	4,122.00	18,008.00	25,000.00	6,992.00
Insurance	0.00	59,934.79	56,900.00	(3,034.79)
Maintenance & repairs	2,080.00	20,550.00	20,500.00	(50.00)
Office supplies	2,042.16	40,846.73	37,800.00	(3,046.73)
Road maintenance	6,737.06	234,789.54	303,300.00	68,510.46
Rent	457.89	18,674.68	20,500.00	1,825.32
Toll services	18,087.12	231,889.44	140,500.00	(91,389.44)
Travel	2,727.57	30,665.85	43,500.00	12,834.15
Utilities	2,901.37	31,401.93	34,500.00	3,098.07
Other expenses	0.00	0.36	5,100.00	5,099.64
Total Operating Expenses	154,478.42	5,781,258.16	6,059,670.00	278,411.84
Non Operating Revenue				
Interest income	5,800.72	17,330.07	20,000.00	(2,669.93)
Allocated administration & overhead	0.00	320,422.00	0.00	320,422.00
Total Non Operating Revenue	5,800.72	337,752.07	20,000.00	317,752.07
Changes in Net Assets	690,584.07	1,134,789.31	25,330.00	1,109,459.31
Net Assets Beginning of Year	444,205.24	0.00	0.00	0.00
Net Assets End of Year	1,134,789.31	1,134,789.31	25,330.00	1,109,459.31

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY
Capital Projects in Progress - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016
(In Whole Numbers)

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Capital Projects				
South Padre Island 2nd Access	0	1,250,783	2,500,000	1,249,217
West Parkway Project	0	1,039	800,000	798,961
Outer Parkway	0	50,182	2,550,000	2,499,818
FM 1925	0	30,095	100,000	69,905
West Rail Relocation	0	1,398,351	3,500,000	2,101,649
SH 550	0	316,253	7,650,000	7,333,747
SH 32 (East Loop)	0	96,291	2,150,000	2,053,709
FM 803	0	6,275	0	(6,275)
General Brant	0	8,298	0	(8,298)
Port Isabel Access Rd	0	176	0	(176)
Spur 54 Project	0	355	0	(355)
Toll Equipment & Operational Infrastructure	28,749	612,660	0	(612,660)
Total Capital Projects	28,749	3,770,759	19,250,000	15,479,241

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016
(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	149,019	250,000	100,981
CIP - Preliminary Engineering & Design	15110	0	86,693	350,000	263,307
CIP - Environmental Studies	15120	0	694,219	1,500,000	805,781
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	11,275	100,000	88,725
CIP - Right of Way	15200	0	10,095	300,000	289,905
CIP - Direct Legal Costs	15300	0	151,618	0	(151,618)
CIP - Direct Administration	15320	0	147,864	0	(147,864)
Total South Padre Island 2nd Access		0	1,250,783	2,500,000	1,249,217
West Parkway Project	2025				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Preliminary Engineering & Design	15110	0	0	150,000	150,000
CIP - Environmental Studies	15120	0	0	650,000	650,000
CIP - Direct Administration	15320	0	1,039	0	(1,039)
Total West Parkway Project		0	1,039	800,000	798,961
Outer Parkway	2050				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	250,000	250,000
CIP - Preliminary Engineering & Design	15110	0	0	400,000	400,000
CIP - Environmental Studies	15120	0	0	1,500,000	1,500,000
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	0	100,000	100,000
CIP - Right of Way	15200	0	0	300,000	300,000
CIP - Direct Administration	15320	0	50,182	0	(50,182)
Total Outer Parkway		0	50,182	2,550,000	2,499,818
FM 1925	2075				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	0	15,000	15,000
CIP - Preliminary Engineering & Design	15110	0	0	50,000	50,000
CIP - Environmental Studies	15120	0	0	35,000	35,000
CIP - Direct Legal Costs	15300	0	1,912	0	(1,912)
CIP - Direct Administration	15320	0	28,183	0	(28,183)
Total FM 1925		0	30,095	100,000	69,905
West Rail Relocation	2100				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	24,952	0	(24,952)
CIP - Mitigation	15130	0	9,366	0	(9,366)
CIP - Right of Way	15200	0	801,780	0	(801,780)
CIP - Construction	15220	0	547,461	3,000,000	2,452,539
CIP - Construction Management	15240	0	0	500,000	500,000
CIP - Direct Legal Costs	15300	0	2,319	0	(2,319)
CIP - Direct Administration	15320	0	12,475	0	(12,475)
Total West Rail Relocation		0	1,398,351	3,500,000	2,101,649
SH 550	2200				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	2,851	400,000	397,149
CIP - Preliminary Engineering & Design	15110	0	170,826	400,000	229,174
CIP - Environmental Studies	15120	0	1,806	0	(1,806)

Unaudited Financials Subject to Change

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 9/1/2016 Through 9/30/2016
(In Whole Numbers)

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
CIP - Mitigation	15130	0	26,381	150,000	123,619
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	23,284	0	(23,284)
CIP - Construction	15220	0	0	6,000,000	6,000,000
CIP - Construction Management	15240	0	44,924	700,000	655,076
CIP - Direct Legal Costs	15300	0	13,390	0	(13,390)
CIP - Direct Administration	15320	0	32,791	0	(32,791)
Total SH 550		0	316,253	7,650,000	7,333,747
SH 32 (East Loop)	2250				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Planning & Coordination	15100	0	35,269	350,000	314,731
CIP - Preliminary Engineering & Design	15110	0	12,182	0	(12,182)
CIP - Environmental Studies	15120	0	16,056	1,500,000	1,483,944
CIP - Right of Way	15200	0	0	300,000	300,000
CIP - Direct Administration	15320	0	32,784	0	(32,784)
Total SH 32 (East Loop)		0	96,291	2,150,000	2,053,709
FM 803	2300				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Administration	15320	0	6,275	0	(6,275)
Total FM 803		0	6,275	0	(6,275)
General Brant	2350				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Administration	15320	0	8,298	0	(8,298)
Total General Brant		0	8,298	0	(8,298)
Port Isabel Access Rd	2400				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Administration	15320	0	176	0	(176)
Total Port Isabel Access Rd		0	176	0	(176)
Spur 54 Project	2425				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Direct Administration	15320	0	355	0	(355)
Total Spur 54 Project		0	355	0	(355)
Toll Equipment & Operational Infrastructure	5000				
CAPITALIZED PROJECT COSTS	01CAP				
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	15140	0	11,632	0	(11,632)
CIP - Direct Legal Costs	15300	0	1,116	0	(1,116)
Toll Equipment & Software in Process	16000	22,869	587,794	0	(587,794)
NON CAPITALIZED PROJECT COSTS	02EXP				
Toll Operational Support	70130	5,880	12,118	0	(12,118)
Total Toll Equipment & Operational Infrastructure		28,749	612,660	0	(612,660)
Total Capital Projects		28,749	3,770,759	19,250,000	15,479,241

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 9/30/2016
(In Whole Numbers)

	Current Year
ASSETS	
Current Assets:	
Cash and cash equivalents	
CCRMA Claims Account	25,255
CCRMA Operating Fund	1,645,247
CCRMA Mail Payments Account	100
CCRMA Line of Credit Account - TRB	1,000
Toll Operators Cash	60
TxDMV Escrow Account	1,000
TxTag - Replenishment Account	5,918
CCRMA Bond/Debt Funds	843
Total Cash and cash equivalents	1,679,422
Restricted cash accounts - debt service	
CCRMA Toll Revenue Funds	122,977
2010 A & B Pledged Revenue Funds	398,895
2010 A Debt Reserve	1,044,536
2010 A Debt Service	378,301
2010 B Debt Reserve	1,225,194
2012 Bond CAPI funds	999
2012 Bond Operating Fund	113,798
2012 Bond Project Funds	2,561,638
2012 Bonds Rate Stabilization Fund	1,346,675
2014 Refunding Series Escrow Account	671
2014 Refunding Series 10 Proceeds	5,125
Series 2014 Revenue and Tax	1,750
Total Restricted cash accounts - debt service	7,200,558
Accounts receivable	
Accounts Receivable - Customers	116,024
Vehicle Registration Fees - Receivable	269,816
Total Accounts receivable	385,840
Accounts receivable - other agencies	
Accounts Receivable - Other Agencies	0
Due from Other Agencies	632,785
Total Accounts receivable - other agencies	632,785
Prepaid expenses	
Prepaid Rent	1,750
Prepaid Other Expense	525
Total Prepaid expenses	2,275
Total Current Assets:	9,900,881
Non Current Assets:	
Long-term receivables	
TxDot - SH550 PTT	1,385,000
Total Long-term receivables	1,385,000
Capital assets, net	
Land & Right of Way	98,750
Buildings	202,803
Accumulated Depreciation-Buildings	(5,070)
Improvements	20,791
Accumulated Depreciation-Improvements	(87)
Furnishings & Equipment	7,591,215
Accumulated Depreciation-Furnishings & Equipment	(745,672)
Software & Technology	19,792

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 9/30/2016
(In Whole Numbers)

	Current Year
Accumulated Depreciation Software & Technology	(7,917)
Infrastructure & Utilities	64,200,349
Accumulated Depreciation-Infrastructure	(1,185,376)
Total Capital assets, net	70,189,579
Capital projects in progress	
CIP - Planning & Coordination	818,324
CIP - Preliminary Engineering & Design	3,785,823
CIP - Environmental Studies	14,872,739
CIP - Mitigation	268,235
CIP - Public Presentations, RFP, RFQ, Bidding & Letting	46,191
CIP - Right of Way	825,112
CIP - Construction	547,461
CIP - Construction Management	44,924
CIP - Direct Legal Costs	276,972
CIP - Capitalized Interest	52,987
CIP - Direct Administration	481,426
CIP - Indirect Administration and Overhead	570,258
Toll Equipment & Software in Process	822,597
Total Capital projects in progress	23,413,048
Other assets	
Other Assets	45,203,258
Total Other assets	45,203,258
Unamortized bond prepaid costs	
2012 Bonds Prepaid Insurance	112,183
2014 Bond Prepaid Insurance	11,493
Total Unamortized bond prepaid costs	123,676
Total Non Current Assets:	140,314,561
Total ASSETS	150,215,442
LIABILITIES	
Current Liabilities	
Accounts payable	
AP - Operations	50,758
AP - Project Exenditures	262,912
Total Accounts payable	313,670
Accrued expenses	
TxTag Customer Deposits	(909)
Toll Refunds from MSB	4,224
Total Accrued expenses	3,315
Payroll liabilities	
Federal Tax Withholding	(8)
Payroll Tax Payable	9
Retirement Contribution Payable	1,814
Health Insurance Payable	1,000
Aflac Employee Liabilities	132
Dental Insurance Payable	(28)
Employee Vision Insurance	25
Total Payroll liabilities	2,943
Deferred revenue	
UFV Fund Deposits	1,935
Deferred Revenue	1,763
Total Deferred revenue	3,698

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Balance Sheet
As of 9/30/2016
(In Whole Numbers)

	<u>Current Year</u>
Total Current Liabilities	<u>323,626</u>
Non Current Liabilities	
Due to other agencies	
Cameron County	167,500
Due to other Entity's	<u>2,104,186</u>
Total Due to other agencies	2,271,686
Due to TxDot	
Union Pacific - West Rail Project	29,461,531
Union Pacific - Olmito Switchyard	9,919,811
TxDot FAA - South Padre Island	11,847,057
TxDot FAA - West Parkway	<u>2,244,589</u>
Total Due to TxDot	53,472,987
Long term bond payable	
2010A Bonds Payable	4,480,000
2010A Unamortized Premium	15,290
2010B Bonds Payable	15,535,000
2012 Bonds Payable	40,000,000
2012 Unamortized Premium	4,011,379
2014 Bonds Payable	5,000,000
2014 Bond Premium	154,653
2010A Refund Series 2014	6,325,000
2010A Refund Premium Series 2014	117,507
2010A Refunding Deferred Charge 2014 Series	37,456
2015 CO Bonds	4,500,000
2015 CO Bonds Discount	<u>(38,768)</u>
Total Long term bond payable	80,137,517
Total Non Current Liabilities	<u>135,882,191</u>
Total LIABILITIES	<u>136,205,817</u>
NET POSITION	
Beginning net position	
	<u>7,818,176</u>
Total Beginning net position	7,818,176
Changes in net position	
	<u>6,386,475</u>
Total Changes in net position	6,386,475
Total NET POSITION	<u>14,204,651</u>
TOTAL LIABILITIES AND NET POSITION	<u>150,410,468</u>

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

Statement of Cash Flows

As of 9/30/2016

	Current Period	Current Year
Cash Flows from Operating Activities		
Receipts from Vehicle Registration Fees	305,970.00	3,180,950.00
Receipts from Toll Revenues	9,091.08	1,099,705.14
Receipts from other Operating Income	429,764.01	1,902,331.82
Payments to Vendors	(362,243.85)	(1,055,393.72)
Payments to Employees	(68,253.10)	(715,767.34)
Total Cash Flows from Operating Activities	314,328.14	4,411,825.90
Cash Flows from Capital and related Financing Activities		
Acquisitions of Property and Equipment	0.00	(82,898.33)
Receipts from Grants and Other income	5,800.72	17,330.07
Payments on Interest	0.00	(4,477,415.36)
Acquisitions of Construction in Progress	(242,230.65)	(4,269,385.37)
Proceeds from TxDot FAA	0.00	786,229.53
Proceeds from Other Governments	0.00	637,218.54
Total Cash Flows from Capital and related Financing Activities	(236,429.93)	(7,388,920.92)
Net Increase (Decrease) in Cash & Cash Equivalents	77,898.21	(2,977,095.02)
Beginning Cash & Cash Equivalents	(3,054,993.23)	0.00
Ending Cash & Cash Equivalents	(2,977,095.02)	(2,977,095.02)

2016

Toll Operations Report - September



Liz Ponce, Toll Operations

Supervisor

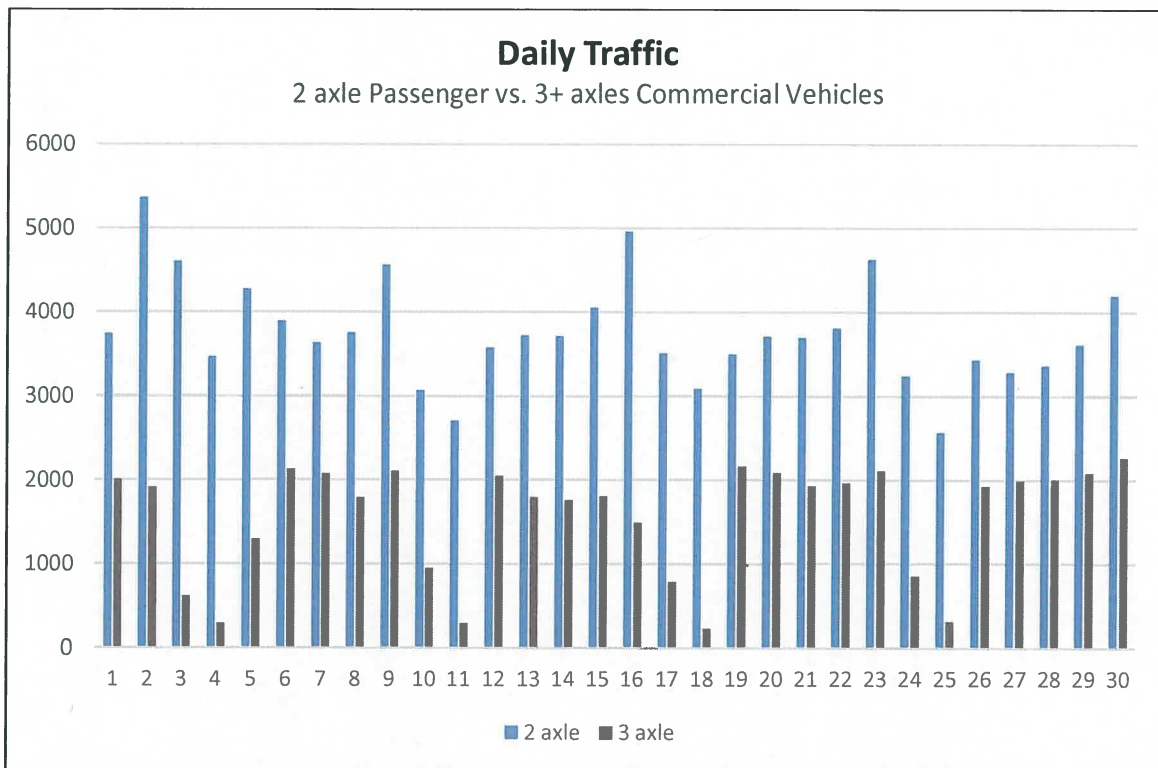
10/13/2016



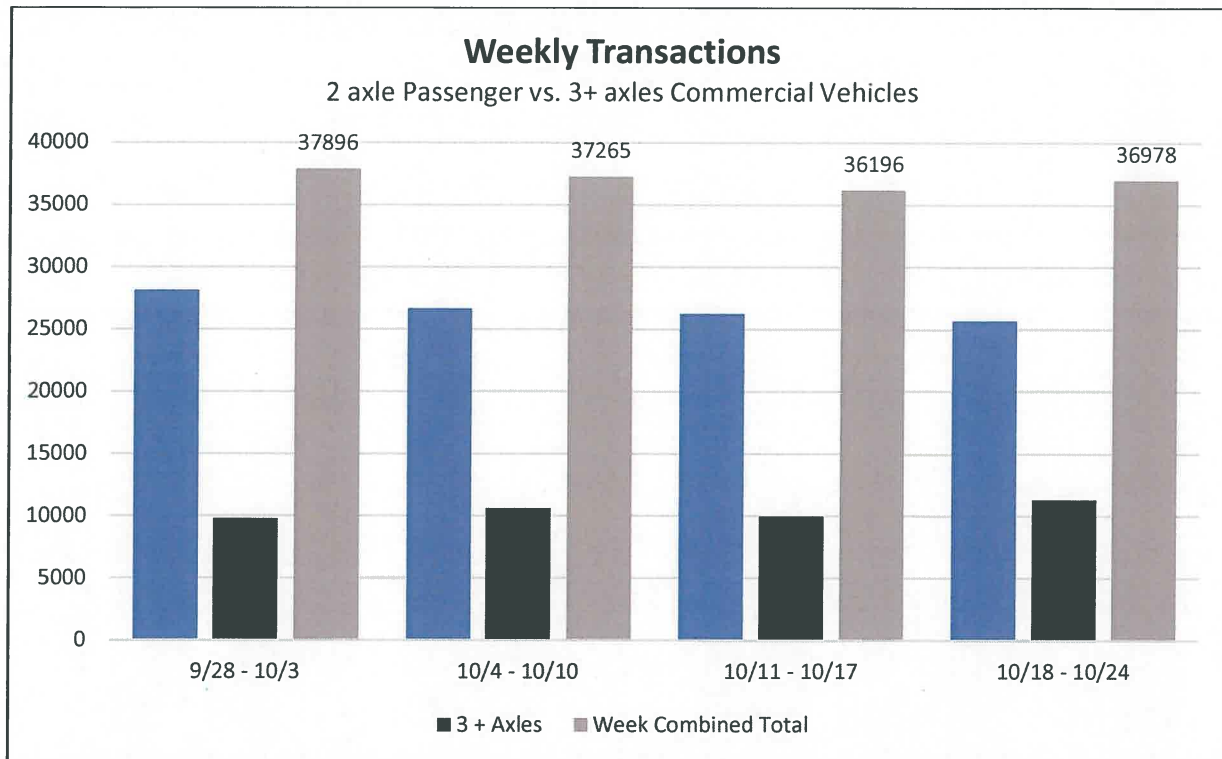
Toll Operations

This month's transactions totaled 159,687 which cause another slight decrease in transactions from the previous month. From these transactions 42% is commercial traffic. Even though we saw a decrease in transactions our commercial traffic percentage was higher than the previous month.

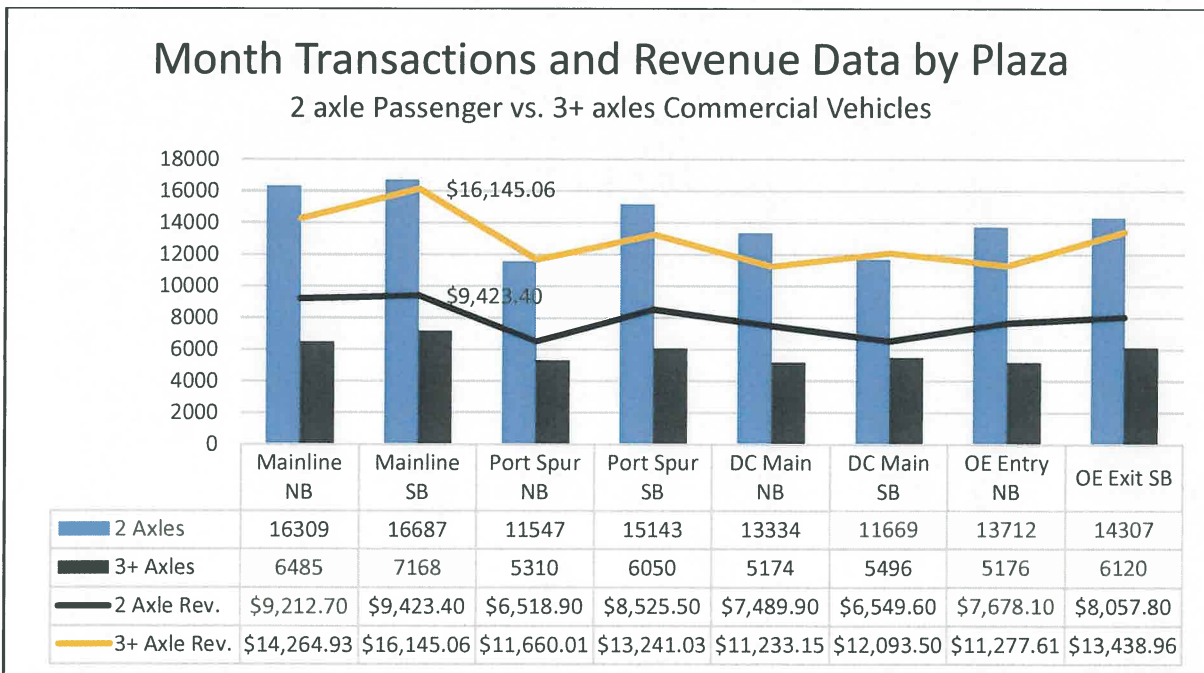
SEPTEMBER TRANSACTION CHARTS



September	2 axle	3 + axles	September	2 axle	3 + axles
1	3744	2008	16	4958	1488
2	5364	1915	17	3512	787
3	4603	617	18	3086	232
4	3469	292	19	3499	2156
5	4276	1295	20	3711	2082
6	3894	2124	21	3694	1926
7	3631	2069	22	3809	1958
8	3755	1787	23	4626	2106
9	4560	2099	24	3240	853
10	3066	948	25	2567	313
11	2703	293	26	3432	1919
12	3575	2044	27	3282	1985
13	3720	1793	28	3362	1999
14	3712	1755	29	3610	2078
15	4055	1801	30	4193	2257

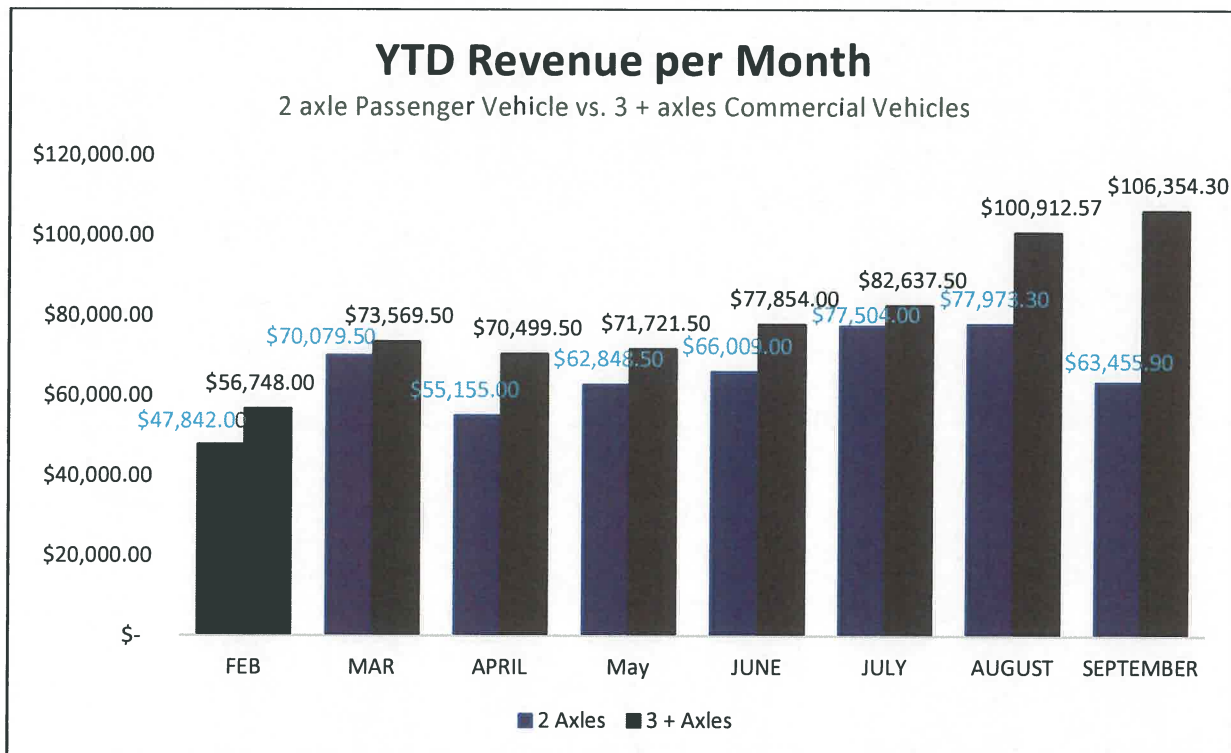
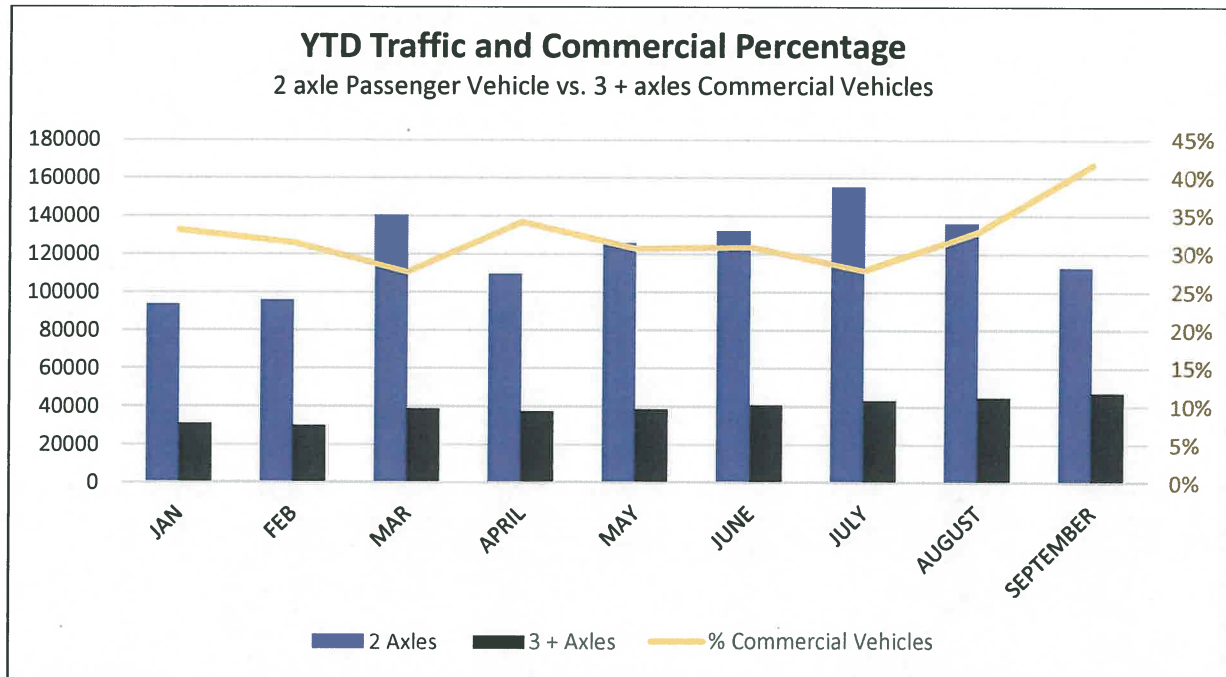


Weekly traffic is consistent through every week.



Even though our commercial transactions are less compared to passenger vehicles, they account for a larger amount of revenue to be collected.

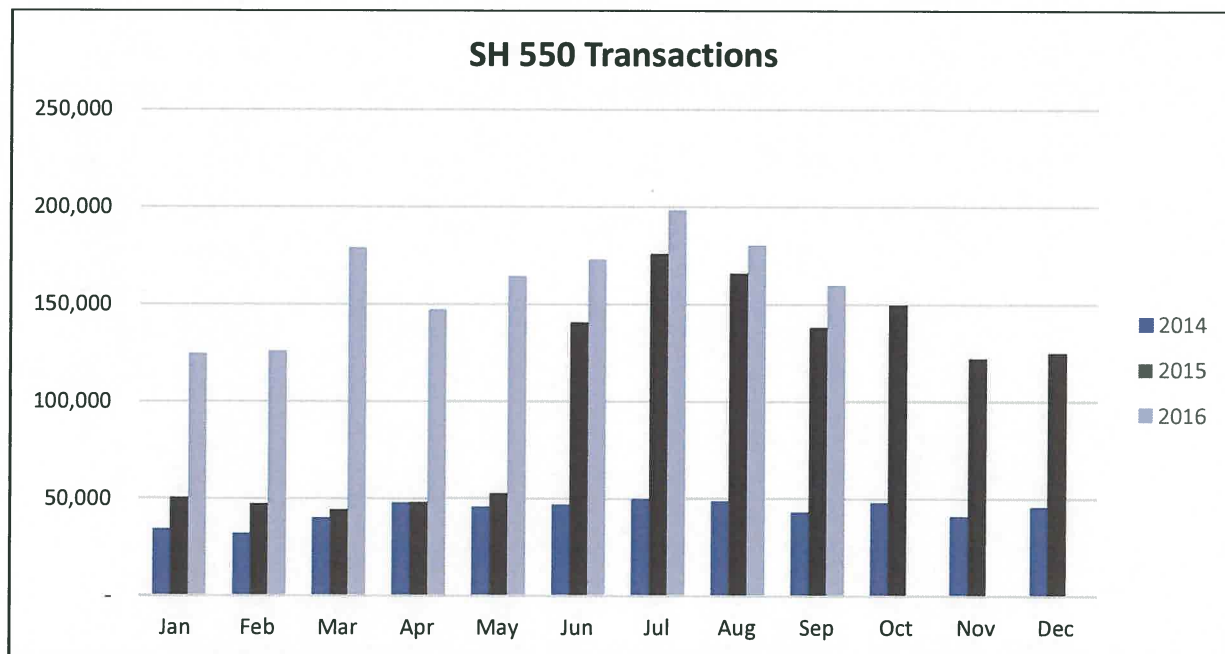
2016 MONTHLY COMPARISON



Month by month we see that our commercial traffic is steady and increasing every month. The main cause in fluctuations for our traffic are passenger vehicles that change with the seasons and vacation time. The month of September is the highest in commercial revenue and it is expected that the month of October will continue the same trend.

Mexican and Other Commercial Vehicle Updates: During August we collected 769 license plates that entered The Port of Brownsville during a three day period, this is after we removed duplicates, and from those license plates we have approximately 321 invoices, the majority of which are Mexican license plates. In order to collect effectively from these companies, we must compile all the evidence that these vehicles were on the SH 550 road by providing dates, times and images. We continue to put together the balances and company information for those commercial vehicles that travel to the Port of Brownsville. This process has proven to be lengthy because it is very manual and we have found that several of these vehicles have transactions dating back to 2011.

SH 550 TRANSACTION DATE FOR 2014, 2015, AND YTD



THREE YEAR COMPARISON – This month we continue to see an increase in comparison to last year's numbers. Compared to last year, this year transactions were up by 16%. Even though we saw a decrease in transactions for this month if the trend continues as it has, we will experience a growth in transactions for October.

TxTag Update

This month we enrolled a total of 16 accounts for 19 vehicles. We also processed \$367.86 in payments and \$140.17 in replenishments.

We can comfortably say that tag customers are using the road more because during September our tag penetration rate stayed at above 30% at 33%.

SH 550 Tag Penetration Rate				
2016 YTD				
	Total Monthly Transactions	Total Tags*	Total Valid Tags	Percent Penetration Rate
January	124484	47875	35099	28%
February	125794	48282	36773	29%
March	178970	56589	42071	24%
April	147124	44533	34286	23%
May	164288	66999	51583	31%
June	172826	67372	50479	29%
July	198182	75719	57231	29%
August	180,320	73786	61004	34%
	159,687	65505	52308	33%

*Tags include NTTA, HCTRA, TXTAG, & Pharr Bridge

We continue our effort to promote and encourage users to obtain a TxTag account by making our office available for TxTag related transactions. We are also offering customers that are hesitant to sign up for a tag a \$10 credit to their TxTag account when they sign up. Most registrant sign up just for the normal benefits of the tag but we've had a couple that we did offer the credit to.

United For Veterans Update

In the month of September, we enrolled 6 new disabled veterans into the program. We replenished \$111.50 back into the registered TxTag accounts and paid for \$58.90 of PBM claims. We are hopeful that the start of our Back Office System will allow us to better serve our disabled veterans because we continue to get complaints on our current process.

Court Violation Process

During September we met with the JP at Cameron County that oversees our cases and we came up with new opportunities for a more effective collection process on these cases. Moving forward we will have a mobile station at the JP's court on the days that our cases are asked to appear in court. This will enable us to set up arrangements on pending balances, collect, and educate the violators on the consequences of non-payment. We have also, re selected violators that paid at the court one bill but neglected to pay off the remaining balance with CCRMA. We received a total of 14 new cases the last week of September and we will file those cases in October.

Back Office Update

For September, we continue our work for the implementation of the back office system alongside TollPlus. This month our focus continued with finalizing details between our current host, Kapsch and TollPlus.

In regards to our in-house mailing process we finished creating and editing our invoices and envelopes. We have received all of the envelope samples and have send them for testing on the equipment we will be using.

Last update, we posted a job opportunity to hire two new employees which we hope to bring on board latest by mid-November.

4-C CONSIDERATION AND APPROVAL OF THE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE SH 550 GAP 1 PROJECT AND APPROVAL OF RESOLUTION AUTHORIZING THE CHAIRMAN OF THE CCRMA TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE FINANCIAL ASSISTANCE AGREEMENT

FINANCIAL ASSISTANCE AGREEMENT

TEXAS DEPARTMENT OF TRANSPORTATION GRANT TO CAMERON COUNTY REGIONAL MOBILITY AUTHORITY FOR A PORTION OF THE SH 550 TOLL PROJECT CALLED THE GAP I PROJECT

This Agreement is made by and between the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), and the Cameron County Regional Mobility Authority, a political subdivision of the State of Texas ("CCRMA"), for the purpose of providing financial assistance in connection with the development and construction of a portion of the SH 550 Toll Project in Cameron County.

RECITALS

The parties acknowledge the following:

- A. On July 30, 2004, Cameron County petitioned the Texas Transportation Commission (the "Commission") for authorization to form the Cameron County Regional Mobility Authority pursuant to provisions of the Texas Transportation Code; and
- B. In Minute Order No. 109788 adopted by the Commission on September 30, 2004, the Commission authorized the creation of CCRMA; and
- C. CCRMA now operates pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 Texas Administrative Code §26.11 *et seq.* (the "RMA Rules"), as well as its own policies and procedures; and
- D. CCRMA is charged with funding and developing transportation projects throughout the region to provide innovative transportation solutions, promote economic development, and improve the quality of life for residents of the region; and
- E. TxDOT has previously participated, and continues to participate, in the CCRMA's development of the SH 550 Toll Project, a toll facility on the state highway system. CCRMA is pursuing the development of an addition to the SH 550 Toll Project, called the Gap I Project, being a controlled access toll facility on SH 550 from .53 mi East of Old Alice Road to 0.48 mi West of FM 1847 consisting of four main lanes, two in each direction, a map of which appears as **Attachment A** to this Agreement (the "Project"); and
- F. The SH 550 Toll Project, which encompasses the Project, was previously the subject of a formal waiver of a market valuation pursuant to Section 228.0111(f-l) of the Texas Transportation Code, and TxDOT and CCRMA executed a market valuation waiver agreement dated September 9, 2009 which confirmed CCRMA's right to develop the Project; and
- G. The exercise by CCRMA of the powers conferred by the RMA Act in the acquisition, design, construction, operation and maintenance of the Project is an essential governmental function of the state, pursuant to Section 370.032 of the RMA Act; and

H. Transportation Code §370.301 authorizes the department to provide for or contribute to the payment of costs of the design, financing, construction, operation, or maintenance of a turnpike project by a regional mobility authority (RMA) on terms agreed to by the department and the RMA. Article III, Section 52-b of the Texas Constitution and Transportation Code §222.103 authorize the department to participate, by spending money from any available source, in the acquisition, construction, maintenance, or operation of a toll facility of a public or private entity on terms and conditions established by the Commission; and

I. In accordance with Section 27.53 of the "Financial Assistance Rules" (43 Texas Administrative Code Sections 27.50-27.58), on or about June 30, 2016, CCRMA submitted a request to receive a grant of up to \$6,000,000 (allocated in the Unified Transportation Program as \$6,000,000 of Category 12 funds), to pay for a portion of the construction of the Project. The information and data required by Section 27.53 of the Financial Assistance Rules is either contained in the request for financing, is already in TxDOT's possession, or has been waived by the executive director; and

J. The Commission, in Minute Order 114658 dated July 28, 2016, and Minute Order 114686 dated August 25, 2016, pursuant to its constitutional and statutory authority and the Financial Assistance Rules, gave preliminary and final approval of the request for financial assistance in an amount not to exceed \$6,000,000 as a grant of funds (allocated in the Unified Transportation Program as \$6,000,000 of Category 12 funds); and

K. On October 13, 2016, CCRMA's Board of Directors issued a Resolution, attached hereto as **Attachment B**, authorizing the Executive Director of CCRMA to enter into this Agreement with TxDOT; and

L. On March 8, 2010, CCRMA and TxDOT entered into a Project Development Agreement governing the development of the Project, as amended by Amendment No. 1 effective April 25, 2012 (the "Project Development Agreement").

AGREEMENT

In light of the foregoing recitals, and for good and other valuable consideration, the parties agree as follows:

1. Use of Grant Funds.

a. TxDOT will provide financial assistance to CCRMA, in the form of a grant, in an amount not to exceed \$6,000,000 consisting of the sources of funds as described herein, to be provided on a reimbursement basis, to be used for the construction of the Project in accordance with this Agreement. This funding is committed by TxDOT and is not subject to future discretionary actions of TxDOT or the Commission; provided, however, CCRMA acknowledges and agrees that TxDOT's obligation to make any disbursements of the Grant occurring after the end of the current fiscal biennium of the State of Texas (August 31, 2017) shall be subject in each case to the appropriation by the Texas Legislature of funds for such purposes. Any "non-appropriation" by the Texas Legislature as described in the preceding sentence shall not

constitute a default by TxDOT under this Agreement. The parties recognize that this funding commitment is an integral part of the overall plan of finance for the Project.

b. Project costs paid or reimbursed by CCRMA using funds granted under this Agreement shall be paid or reimbursed in accordance with applicable policies of CCRMA, the Financial Assistance Rules, and other applicable state and federal laws, including the applicable requirements of the Texas Uniform Grant Standards maintained by the Texas Comptroller of Public Accounts.

2. Availability of Grant Funds. All Grant funds governed by this Agreement that have not been provided to CCRMA as of the effective date of this Agreement are available for disbursement by TxDOT, provided that CCRMA is in compliance with the terms of this Agreement and all prerequisites for the disbursement of funds are satisfied.

3. Disbursement of Grant Funds.

a. CCRMA will deliver to TxDOT prior to each disbursement a certificate in which CCRMA accounts for all Grant funds disbursed under this Agreement and certifies that the disbursement, when added to the amount of all prior disbursements under this Agreement, will not exceed the total amount of funding authorized under this Agreement.

b. Funds to be made available pursuant to this Agreement shall be disbursed within thirty (30) days of receipt and formal acceptance by TxDOT of a request for reimbursement from CCRMA in a format acceptable to TxDOT which complies with the requirements in this Agreement and which shall also include the following:

- i. the amount requested;
- ii. a description of the use of the funds requested; and
- iii. copies of proposals, invoices, fee statements, or other documentation showing the intended use of the funds requested.

c. TxDOT shall have the right to deny all or part of a request for funds proposed to be used for purposes not authorized by this Agreement or due to a lack of adequate documentation. In either event, CCRMA will have the right to submit additional information to clarify the use of funds requested or to provide any missing documentation. The parties will use their best efforts to resolve any disputes over the requested use of funds in a manner which recognizes the need for CCRMA to advance the Project and meet its obligations.

d. CCRMA shall submit to TxDOT an annual budget of Project costs payable from the Grant funds for the upcoming fiscal year of CCRMA that includes monthly estimates of expenditures, such budget and cash flows to be in a form and in sufficient detail as may be reasonably required by TxDOT (the "Budget"). If CCRMA determines that it will incur costs that were not included in the Budget, CCRMA shall provide a revised Budget to TxDOT.

e. TxDOT has thirty (30) calendar days from receipt of a revised Budget to notify CCRMA in writing of TxDOT's approval of the revised Budget. Failure to notify CCRMA of approval or disapproval of the Budget within thirty (30) calendar days shall be considered deemed approval of the Budget. Budget approval by TxDOT is conditioned on verification by TxDOT that the anticipated Grant disbursements can be made in the anticipated timeframe.

f. If TxDOT disapproves the revised Budget it shall specify, in writing (issued within the initial thirty (30) calendar day review period) the reasons for disapproval. CCRMA may resubmit the revised Budget in a manner which addresses the issues raised by TxDOT. TxDOT shall have ten (10) business days from receipt of the resubmittal to review and approve, or disapprove, of the resubmittal. If TxDOT disapproves the resubmittal, it shall specify, in writing (issued within the ten (10) business day review period) the reasons for disapproval. Additional resubmittals will be processed in the same manner.

g. To the extent funds disbursed hereunder are utilized to procure tangible work product consistent with the authorized purposes under this Agreement, TxDOT shall have the right to review such work product as a condition to making a requested disbursement.

4. Reporting Requirements. CCRMA shall provide the following information to TxDOT within the time frames prescribed herein:

a. a Budget, no later than three months prior to the start of CCRMA's fiscal year;

b. CCRMA's annual audited financial statements, no later than thirty (30) days after acceptance of the statements by CCRMA's Board of Directors;

c. if applicable, any other annual financial information and notices of material events disclosed under Rule 15c2-12 of the United States Securities and Exchange Commission relating to any publicly-offered financing for the Project, no later than ten (10) days after disclosure; and

d. a written report detailing specific expenditures made or reimbursed with Grant disbursements during the previous Fiscal Year, no later than thirty (30) days after the end of the Fiscal Year.

e. CCRMA will maintain transaction level expenditure information relating to expenditures paid or reimbursed with funds provided under this Agreement, and will provide, on a quarterly basis, a written report prepared by its General Engineering Consultant detailing the status of Project construction and the specific use of the granted funds during the previous quarter, including without limitation the use of those funds to reimburse costs incurred in anticipation of the receipt of those funds.

5. Notices and Communications.

a. All notices and other communications to either party under this Agreement shall be delivered personally, sent by email followed by a hard copy sent by U.S. mail, sent by

overnight mail or courier service, or sent by certified U.S. mail, to the addresses set forth in subsections (b) and (c) of this section.

b. All notices or other communications to TxDOT shall be delivered to the following address or as otherwise directed by TxDOT:

Texas Department of Transportation
Project Finance, Debt and Strategic Contracts Division
125 E. 11th Street
Austin, TX 78701
Attn: Benjamin Asher
Email: Benjamin.Asher@txdot.gov

with copies emailed to:

Texas Department of Transportation
Pharr District
Physical Address
600 W. I-2
Pharr, TX 78577
Email:
norma.garza@txdot.gov
toribio.garza@txdot.gov

Mailing Address
600 W. I-2
Pharr, TX 78577

c. All notices or other communications to CCRMA shall be delivered to the following address or as otherwise directed by CCRMA:

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

with copies to:

Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575
Attn: Chief Financial Officer
Email:
arincones@ccrma.org

d. All personally delivered notices or other communications shall be deemed received on the date so delivered. Any notice or other communication by email shall be deemed received on the date of confirmation of receipt of the email, provided such communication is also deposited in the U.S. mail. All notices or other communications delivered by overnight mail or

courier service shall be deemed received on the date shown on the receipt of private carrier or courier service.

6. Compliance With Laws.

a. Each party will comply with applicable state and federal law in the performance of their obligations under this Agreement and any other agreements executed by the parties in relation to the Project.

b. TxDOT or the Texas State Auditor may conduct an audit or investigation of any aspect of the Grant. CCRMA must provide TxDOT or the Texas State Auditor with access to any information TxDOT or the Texas State Auditor consider relevant to the investigation or audit. An audit by either TxDOT or the Texas State Auditor can include, but is not limited to, any contract for the performance of work authorized by this Agreement. Additionally, CCRMA will maintain its books and records relating to the Project and the financial assistance provided under this Agreement in accordance with the requirements of §27.55(b)(2) of the Financial Assistance Rules, and will comply with the audit, retention, and other requirements relating to records regarding the Project in §27.55(b) of the Financial Assistance Rules. Generally Accepted Accounting Principles (GAAP) will be followed. "GAAP" means those principles of accounting promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-profit Organizations, as applicable, or which have other substantial authoritative support and are applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

c. CCRMA shall comply with all environmental permits, as well as issues and commitments contained in approved environmental approval documents necessary for development, construction, operation, or maintenance of the Project.

7. Project Completion, Default, and Remedies

a. Event of Default. The occurrence of any of the following shall be an "Event of Default" under this Agreement:

i. The construction of the Project is abandoned; provided that, for the purposes of this clause, abandonment of the construction of the Project is deemed to have occurred if no significant construction (taking into account the construction schedule and permitted delay as a result of Force Majeure) is carried out without reasonable cause, for a continuous period of ninety (90) days. For purposes of this Agreement, Force Majeure is defined as any cause beyond the control of CCRMA, including: (a) a hurricane, tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, sabotage, or act of God (provided, that CCRMA shall not be required to settle any strike or labor disturbance in which it may be involved) and (b) the order or judgment of any federal, state or local court, administrative agency or

governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of CCRMA and CCRMA does not control the administrative agency or governmental officer or body; provided, that the diligent contest in good faith of any such order or judgment by CCRMA and/or TxDOT shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of CCRMA;

ii. The operation or maintenance of the Project or any material part of the Project is suspended or abandoned; provided that, for the purposes of this clause, suspension or abandonment of the Project or part of the Project is deemed to have occurred, after the date the Project is open to tolled vehicular traffic, if CCRMA fails, without reasonable cause, to make the Project, or any material part of the Project, available for public use for a continuous period of ninety (90) days (taking into account Force Majeure).

b. Remedies. CCRMA agrees that upon the occurrence of an Event of Default hereunder TxDOT may, by all legal and equitable means:

i. exercise, or cause to be exercised, any and all such remedies as it may have under this Agreement or any other document or at law or in equity, and

ii. require CCRMA and any appropriate official of CCRMA (acting solely in their official capacity) to remedy any Event of Default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings in any court of competent jurisdiction in Travis County, Texas.

c. Notwithstanding anything in the Agreement to the contrary, if CCRMA (1) fails to use the proceeds of the Grant proceeds related to the Project exclusively on the Project; or (2) ceases or suspends design, engineering, environmental review and permitting (including any related litigation), procurement and construction activities related to the Project for a period of more than one hundred eighty (180) consecutive days for reasons other than Force Majeure and CCRMA is unable to cure any such default within ninety (90) days of the occurrence thereof; then, automatically and without notice to any party, (i) all rights and title to the work product secured using the Grant funds shall be transferred to TxDOT by CCRMA and this Agreement shall be considered terminated, subject to the survival provisions set forth in Sections 9, 12, and 14; and (ii) TxDOT shall disburse to CCRMA any undisbursed amounts of the financial assistance under this Agreement needed to pay or reimburse Project costs incurred by CCRMA prior to or as a result of such termination (including mobilization and/or demobilization costs); provided, however, that such disbursement shall not exceed the aggregate amount of Project construction costs incurred prior to such termination. All unexpended funds provided to CCRMA under this Agreement that exceed the aggregate amount of Project construction costs incurred prior to such termination shall be returned to TxDOT.

d. If either party defaults in the performance of any obligation described in this Agreement, the other party may exercise any rights and remedies granted by law or this Agreement.

8. Governing Law; Jurisdiction; Waivers. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY OR THE PERFORMANCE OF ANY OF THE PARTIES HEREUNDER, CCRMA AND TXDOT HEREBY IRREVOCABLY (A) SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN TRAVIS COUNTY, TEXAS; (B) AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE OR FEDERAL COURT; (C) WAIVE THE DEFENSE OF ANY INCONVENIENT FORUM; (D) AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANOTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; AND (E) CONSENT TO SERVICE OF PROCESS BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO CCRMA OR TXDOT, AS APPLICABLE, AT ITS ADDRESS SET FORTH HEREIN AND AGREE THAT SUCH SERVICE SHALL BE EFFECTIVE WHEN SENT OR DELIVERED. CCRMA AND TXDOT EACH REPRESENTS AND WARRANTS THAT IT HAS CONSULTED WITH COUNSEL AND UNDERSTANDS THE RAMIFICATIONS OF THE FOREGOING, PROVIDED THAT NOTHING HEREIN SHALL BE DEEMED TO CONSTITUTE A WAIVER OF THE GOVERNMENTAL OR SOVEREIGN IMMUNITY THAT EACH PARTY MAY POSSESS.

9. Indemnification. TO THE EXTENT PERMITTED BY LAW, CCRMA HEREBY INDEMNIFIES AND HOLDS TXDOT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ADVISORS OF ANY OF THE FOREGOING PERSONS (EACH SUCH PERSON BEING CALLED AN "INDEMNITEE") AGAINST, AND HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING REASONABLE FEES, CHARGES AND DISBURSEMENTS OF COUNSEL OF THE INDEMNITEE'S CHOICE) WHICH SUCH INDEMNITEE MAY INCUR OR WHICH MAY BE CLAIMED AGAINST SUCH INDEMNITEE BY ANY PERSON OR ENTITY:

(i) BY REASON OF ANY INACCURACY OR ALLEGED INACCURACY IN ANY MATERIAL RESPECT, OR ANY UNTRUE STATEMENT OR ALLEGED UNTRUE STATEMENT OF ANY MATERIAL FACT, CONTAINED IN CONTINUING DISCLOSURE INFORMATION DOCUMENTATION FILED BY OR ON BEHALF OF CCRMA OR IN ANY FUTURE OFFERING DOCUMENT OR ANY AMENDMENT OR SUPPLEMENT THERETO, OR BY REASON OF THE OMISSION OR ALLEGED OMISSION TO STATE THEREIN A MATERIAL FACT NECESSARY TO MAKE SUCH STATEMENTS, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING, IN EACH CASE TO THE EXTENT SUCH STATEMENTS AND FACTS RELATE TO THE PROJECT OR PROVIDED THAT, TO THE EXTENT ANY STATEMENTS OR FACTS DO NOT RELATE TO CCRMA OR THE PROJECT, ARE OTHERWISE KNOWN, FOLLOWING REASONABLY DILIGENT INQUIRY, TO CCRMA AND HAVE BEEN PROVIDED OR APPROVED BY CCRMA FOR INCLUSION THEREIN, OR

(ii) BY REASON OF OR IN CONNECTION WITH THE EXECUTION, DELIVERY OR PERFORMANCE BY CCRMA OF ANY GRANT DOCUMENT OR ANY AGREEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED THEREBY; OR

(iii) BY REASON OF ANY BREACH BY CCRMA OF ANY TERM OR CONDITION IN, OR THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER, THIS AGREEMENT, INCLUDING ALL REASONABLE FEES AND EXPENSES RESULTING FROM THE SETTLEMENT OR DEFENSE OF ANY CLAIMS OR LIABILITIES ARISING AS A RESULT OF ANY SUCH BREACH OR DEFAULT; OR

(iv) BY REASON OF ANY ACTUAL OR ALLEGED PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCE ON OR FROM THE PROJECT, OR ANY LIABILITY IN RESPECT OF CCRMA'S CONSTRUCTION ACTIVITIES FOR THE PROJECT OTHER THAN THE ENVIRONMENTAL REVIEW AND RECORD OF DECISION; OR

(v) BY REASON OF ANY ACTUAL CLAIM, LITIGATION, INVESTIGATION OR PROCEEDING RELATING TO ANY OF THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO;

PROVIDED THAT THE INDEMNITIES IN THIS SECTION 9 SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE.

NOTHING IN THIS SECTION 9 IS INTENDED TO LIMIT CCRMA'S OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT. WITHOUT PREJUDICE TO THE SURVIVAL OF ANY OTHER OBLIGATION OF CCRMA HEREUNDER, THE INDEMNITIES AND OBLIGATIONS OF CCRMA CONTAINED IN THIS SECTION 9 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. ALL SUMS DUE TO ANY INDEMNITEE HEREUNDER SHALL BE AN OBLIGATION OF CCRMA, DUE AND PAYABLE IMMEDIATELY WITHOUT DEMAND.

10. Immunity. If and to the extent CCRMA expressly waives or is deemed to have waived sovereign or governmental immunity from suit or from liability, whether by statute or a final non-appealable judgment of a court of competent jurisdiction, with respect to the enforcement of any of its outstanding debt obligations, TxDOT shall be entitled to the full benefits of any such waiver of immunity, as though such waiver were expressly set forth in this Agreement.

11. Miscellaneous.

a. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of

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

b. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

c. This Agreement does not constitute TxDOT approval of the Project or TxDOT approval for CCRMA to construct the Project.

12. Liability for Losses; Non-Recourse Parties.

a. CCRMA agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of CCRMA and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of CCRMA or any agent, employee, official, or contractor of CCRMA. Notwithstanding anything in this Agreement to the contrary, this provision shall survive any termination of this Agreement.

b. Subject to the provisions of the following sentence, in no event shall any officer, agent, consultant, employee or director of CCRMA or Cameron County (a "Non-Recourse Party" or collectively, the "Non-Recourse Parties") be personally liable or obligated for the liabilities and obligations of CCRMA under this Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. Nothing herein contained shall limit or be construed to (i) release any Non-Recourse Party from liability for its fraudulent actions, bad faith or misappropriation of funds or willful misconduct, or (ii) require TxDOT to indemnify the Non-Recourse Parties for liabilities or claims that may be independently asserted by third parties against them.

13. Termination. Termination of this Agreement is subject to the survival provisions set forth in Sections 9, 12, and 14 of this Agreement. In addition to the automatic termination of this Agreement pursuant to Section 7, this Agreement shall automatically terminate upon satisfaction of all obligations in this Agreement by CCRMA and disbursement of all Grant funds by TxDOT. In addition, this Agreement may be terminated as follows:

a. Upon the written agreement of both parties to this Agreement to such termination; provided, however, that any such termination is specifically subject to the requirements of Section 13 of this Agreement;

b. Should TxDOT be unable to disburse the Grant to CCRMA in accordance with the terms of this Agreement, as described in Section 3, CCRMA may terminate this Agreement by written notice to TxDOT, however, any such inability by TxDOT to disburse the Grant will not constitute a default by TxDOT under this Agreement.

14. Survival. In addition to the survival provisions set forth in Sections 9 and 12 of this Agreement, which shall be given full force and effect in the event of termination of this Agreement, the obligation of a party related to any losses, costs, expenses, penalties, claims, and

liabilities due to the activities of a party, or any agent, employee, official, or contractor of a party shall survive any termination of this Agreement.

This Agreement shall terminate upon the disbursement of all Grant funds by TxDOT or upon the written agreement of the parties, provided that the provisions of Sections 9 and 12 shall survive any such termination.

14. Effective Date. This Agreement shall be effective as of the date on which the last party to execute this Agreement does so.

IN WITNESS WHEREOF, TxDOT and CCRMA have executed this Agreement in four multiple counterparts on the dates shown herein below.

**CAMERON COUNTY REGIONAL
MOBILITY AUTHORITY**

**TEXAS DEPARTMENT OF
TRANSPORTATION**

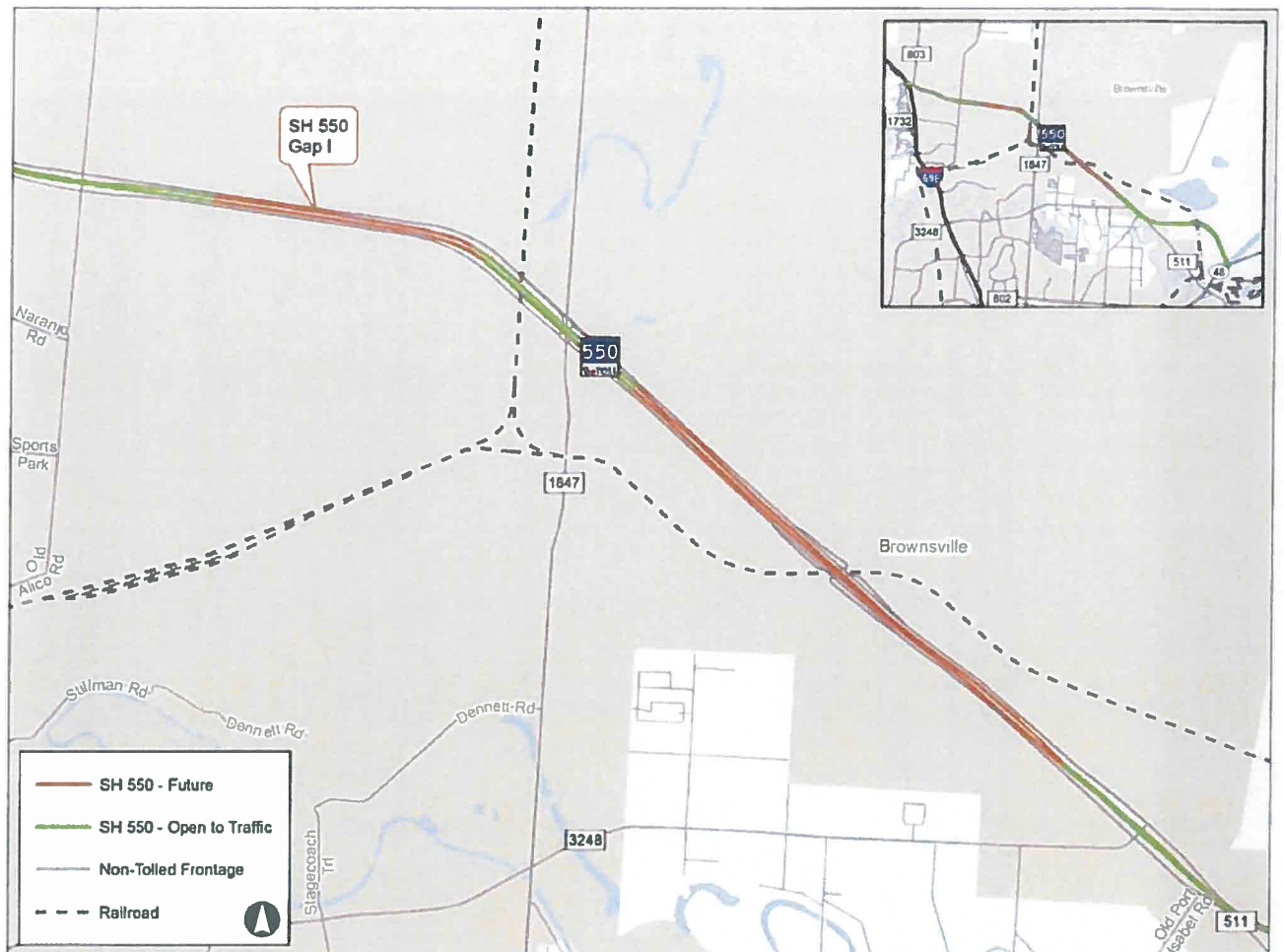
By: Frank Parker, Jr.
Frank Parker, Jr.
Chairman

By: James M. Bass
James M. Bass
Executive Director

Date: 10/13/16

Date: 11/9/16

ATTACHMENT A
PROJECT MAP



ATTACHMENT B
CCRMA RESOLUTION

THE STATE OF TEXAS
COUNTY OF CAMERON

RESOLUTION

BE IT RESOLVED THAT ON THE 13TH DAY OF OCTOBER, 2016, THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY CONVENED IN REGULAR SESSION, AND UPON THE REQUEST OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS, THE FOLLOWING ITEM WAS OFFERED AND ADOPTED, TO WIT:

"CONSIDERATION AND APPROVAL OF A FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING THE SH 550 GAP 1 PROJECT AND APPROVAL OF RESOLUTION AUTHORIZING THE CHAIRMAN OF THE CCRMA TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE FINANCIAL ASSISTANCE"

WHEREAS: the Cameron County Regional Mobility Authority is in the process of entering into a Financial Assistance Agreement with the Texas Department of Transportation for the construction of the SH 550 Gap 1 Project; and

WHEREAS: this Project is environmentally cleared, the right of way is in place and the design and engineering is complete; and

WHEREAS: this Project will provide safety enhancements in front of an elementary school; and


WHEREAS: this Project will improve and facilitate the flow of traffic.

NOW THEREFORE BE IT FURTHER PROCLAIMED that the Cameron County Regional Mobility Authority Board of Directors approves the Financial Assistance Agreement and authorizes the Chairman to execute the Financial Assistance Agreement and any other documents needed.

Passed, Approved and Adopted on this 13th day of October, 2016.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

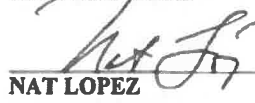

FRANK PARKER, JR.
RMA CHAIRMAN


RUBEN GALLEGOS, JR.
RMA VICE CHAIRMAN


DAVID N. GARZA
RMA SECRETARY


MICHAEL F. SCAIEF
RMA TREASURER


MARK ESTARZA
RMA DIRECTOR


NAT LOPEZ
RMA DIRECTOR


absent
HORACIO BARRERA
RMA DIRECTOR

**4-D CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 1 TO
WORK AUTHORIZATION NO. 1 WITH KAPSCH FOR
MODIFICATION TO PROJECT HOST SERVER FOR BACK OFFICE
INTERFACE**



MEMORANDUM

TO: CCRMA Board of Directors

FROM: Adrian Rincones

DATE: October 13, 2016

SUBJ: Consideration and Approval of CO #1 to WA#1 Kapsch Project Host Server

The proposed change order is a scope change request caused by the interface of our Tolling Back Office System and our Lane System Integrator. The scope change involves the inclusion of vehicle classification information within all images sent to the Back Office System for Image Review. This is an enhanced feature that we are adding to the process flow in order to improve the efficiency of our image review OCR program. The enhancement of the automated Image Review Process will help reduce the cost of CCRMA employees to physically review the images.

The CO request is for \$31,531.72 and the anticipated long term savings are presented below

Assumptions:

1. Hourly image review hourly employee cost - \$14.50
2. Average images reviewed per hours – 500
3. Estimated cost for each image manually reviewed $14.50 / 500 = \$0.03$

Average transactions reviewed = 121,493

PBM Transactions	Average times image is reviewed	Total reviews	Estimated monthly cost (\$.03 per image)
121,493	1.5	182,240	\$ 5,467
36,448	1.5	54,672	\$ 1,640
Estimated monthly savings by eliminating 30% of manual reviews using OCR to "autopass" license plates			\$1,640
Estimate annual savings			\$19,680
Estimated 5-year savings			\$98,400

BOS Contract is expected to be a 10 year contract so potential for savings to be higher over full life of contract. Staff recommends approval.

September 22, 2016

Mr. Jesus Adrian Rincones, Chief Financial Officer
Cameron County Regional Mobility Authority
3461 Carmen Ave.
Rancho Viejo, Texas 78575

Subject: System Enhancements to Support Axle Count Reporting in Image File
Master Services Agreement dtd 12 November, 2015
Work Authorization no. 1; Schedule "A" Project Host Server Scope of Work dtd 12 November, 2015

Dear Mr. Rincones:

In support of the third-party back office integration effort associated with the Cameron County Regional Mobility Authority Project Host Server project, the following change has been requested to the scope of Work Authorization No. 1, Project Host Server.

Scope of Work:

Provide software development, testing, and management oversight to affect changes to Project Host Server, specifically the Image Transaction File, to add support for vehicle classification being passed with image-based transactions to the selected back office provider. This work applies to the PHS Interface Control Document (ICD).

Kapsch shall provide enhancements to the following system components:

Image Transaction File

- Provide a data field to the Image Transaction File consisting of two characters, as a required field.
- Data will be populated from information provided by the Automatic Vehicle Classification (AVC) subsystem.
- Testing of the up- and down-stream systems will be performed to ensure this change is compliant with the current system and address any issues that may be introduced as a result of this change.

The following is not in scope for this Change Order:

- Changes to Section 1.3 "External Interfaces"; paragraph B "International Bridge";
- Section 1.4 "Reporting";
- Section 1.5 "Data Retention."

Expectations:

- Kapsch will produce the test plan associated with this scope.
- Testing will consist of internal verification of functionality, reporting, and accuracy of information provided in the Image Transaction File, as compared to the information provided by the AVC subsystem and will be bound to one test with an option of a retest of the areas that require remediation.
- Testing will require coordination with CCRMA to validate integration of updated Image Transaction File with the selected Back Office Solution.

The breakdown of costs for this change order is provided in the attached exhibit.

Sincerely,



Michael Yager
Project Manager
Kapsch TrafficCom Transportation, NA
Michael.Yager@Kapsch.net

Enclosure - 1

CC: Jeff Saurenmann, Fagan Consulting
Darby Swank, Kapsch
FILE

Pricing valid for 30 days – please sign and return if terms are accepted

Jesus Adrian Rincones

CCRMA BOD Approved

Signature:

Date:

10/13/16

Cost Exhibit:

Cameron County Regional Mobility Authority - Task Request

Item	LABOR	No. Of Hours	Hourly Rate	Total
B-2	Software Manager	20.00	\$212.74	\$4,254.80
B-6	Database Developer	80.00	\$212.74	\$17,019.20
B-7	Documentation Clerk	16.00	\$153.43	\$2,454.88
B-8	Testing Engineer	20.00	\$162.45	\$3,249.00
B-10	Project Manager	16.00	\$212.74	\$3,403.84
		Total Hours	152.00	\$30,381.72

Item	ODC's / Travel	Units	Qty	UNIT PRICE	Total
D-1	Development Setup	TOTAL	1	\$1,000.00	\$1,000.00
				ODC's / Travel	\$1,000.00

Item	Item	Item Total	Equipment / Materials Fee (20%)	Subcontractor Fee (20%)	ODC's / Travel Fee (15%)	Total
A	Equipment	\$0.00	0.00			\$0.00
B	Labor	\$30,381.72				\$30,381.72
C	Subcontractor	\$0.00		0.00		\$0.00
D	ODC's / Travel	\$1,000.00			150.00	\$1,150.00
	TOTAL					\$31,531.72

Adrian Rincones

From: Jeff Saurenmann <jsaurenmann@faganconsulting.com>
Sent: Monday, September 26, 2016 8:20 AM
To: Adrian Rincones
Subject: RE: CCRMA Change Order No. 1

Adrian,

I don't have any comments on this. It's in line with our previous discussions with Kapsch.

Let me know if you'd like to discuss further.

Thank you,

Jeff Saurenmann
Fagan Consulting
A veteran owned MBE company
jsaurenmann@faganconsulting.com
(512) 963-9860 Cell
www.faganconsulting.com

From: Yager Michael [<mailto:Michael.Yager@kapsch.net>]
Sent: Friday, September 23, 2016 11:45 AM
To: Adrian Rincones <arincones@ccrma.org>
Cc: Jeff Saurenmann <jsaurenmann@faganconsulting.com>; Swank Darby <Darby.Swank@kapsch.net>
Subject: CCRMA Change Order No. 1

Hello Adrian,

Attached is the change order for the addition of axle counts in the Image Transaction File. The cost came in slightly lower than originally expected.

Please let me know if you have any questions, comments, or concerns. We can set up a call to go over the document if necessary.

Regards,

Mike

Mike Yager
Project Manager | Electronic Tolling Solutions

T +1 512 592 5954 | M +1 512 761 2516
Michael.Yager@kapsch.net

Kapsch TrafficCom North America | 211 East 7th Street, Suite 800 | Austin, TX 78701 | USA
www.kapsch.net



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**4-E DISCUSSION AND POSSIBLE ACTION REGARDING THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S
AMENDED PROCUREMENT POLICIES**

POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES
BY THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

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**POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF
GOODS AND SERVICES BY THE
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

It is the policy of the Cameron County Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the region served by the Authority.

SECTION 2. CONFLICT OF INTEREST.

2.1 Independence and Influence. A member of the Board of Directors or an employee or agent of the Authority shall not:

- (a) contract with the Authority or, without disclosure and recusal, in accordance with sections 2.2 and 2.4, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority (aside from, in the case of an employee or agent, a contract establishing the employment or agency relationship);
- (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or
- (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.2. Business and Real Estate Interests. If a member of the Board of Directors of the Authority owns either ten percent or more or \$15,000 or more of the fair market value of a business entity that is seeking to contract with the Authority, or funds received from the business entity exceed ten percent of the Board member's gross income for the previous year, the Board member shall file an affidavit stating the nature and extent of his or her interest and shall abstain from further participation in any procurement decisions affecting the business entity. If a Board member has an equitable or legal ownership interest with a fair market value of \$2,500 or more in real property that the Authority is considering purchasing or leasing, the Board member shall file an affidavit stating the nature and extent of his or her interest and shall abstain from participation in any decisions related to the purchase or lease of the real property by the Authority.

2.3 Familial Relationships. A Board member, employee, or agent of the Authority may not exercise control over any decisions that could result in the hiring of or a contract with an individual who is related to the Board member, employee, or agent within the second degree of consanguinity or affinity. Regardless of the whether the Board member participates in the

decision, the Authority may not hire or contract with an individual who is related to a Board member within the second degree of consanguinity or affinity. Degree of consanguinity or affinity shall be determined according to the criteria set forth in Chapter 573, Government Code.

2.4 Conflicts Disclosure. A bidder and a member of the Authority's Board of Directors shall be required to file a conflicts disclosure statement with the RMA, in the form adopted by the Texas Ethics Commission, disclosing:

- (a) any employment or other business relationship between the bidder and the Board member, or the spouse, parent, or child of the Board member, that resulted in the Board member or his or her spouse, parent, or child receiving taxable income (other than investment income) that exceeds \$2,500 for the twelve-month period preceding the date on which the bidder sought to contract with the Authority; and
- (b) any gifts with an aggregate value of \$250 or more given to a board member or his or her spouse, parent, or child during the twelve-month period preceding the date on which the bidder sought to contract with the Authority.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises will be encouraged to participate in the procurement process. If the Authority adopts a policy regarding Disadvantaged Business Enterprises, all procurements shall comply with such policy.

SECTION 4. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Cameron County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority that the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; (v) any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) and the Authority's policy regarding the participation in the contract or in

subcontracts let under the contract by Disadvantaged Business Enterprises, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board: The Board of Directors of the Authority.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement ("CDA"): An agreement with a private entity that at a minimum provides for the design and construction of a transportation project, that may also provide for the financing, acquisition, maintenance or operation of a transportation project, and that entitles the private entity to a leasehold interest in the transportation project or the right to operate or retain revenue from the operation of the transportation project.

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a transportation project, including a contract let to preserve and prevent further deterioration of a transportation project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with CDAs, consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Design-build or design-build-finance agreement: An agreement with a private entity that provides for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a transportation project but does not grant the private entity a leasehold interest in the transportation project or the right to operate or retain revenue from the operation of the transportation project.

Design-build contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and a construction contractor qualified to engage in the construction of transportation projects in the State of Texas and that is selected by the Authority in accordance with section 10 of this Policy.

Emergency: Any situation or condition affecting a transportation project resulting from a natural or man-made cause that poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and

commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a segment of a transportation project, including a contract let to preserve and prevent further deterioration of a transportation project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of the State or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest best bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in section 5 below.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract that generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Nonresident bidder: A person who is not a resident of Texas.

Official newspaper of the Authority: The Brownsville Herald, the Harlingen Valley Morning Star, or other general circulation newspaper published in Cameron County as may be designated by the Board of Directors.

Professional services: Services that political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, which are services defined by state law as accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician

(including a surgeon), an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse. Except in connection with a CDA, or as otherwise allowed by applicable law, professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public utility facility:

- (a) a water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus personal property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A transportation project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation project:

- (a) a turnpike project;
- (b) a system as defined in Transportation Code §370.003(13);
- (c) a passenger or freight rail facility, including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation.
- (d) a roadway with a functional classification greater than a local road or rural minor collector;
- (e) a bridge;
- (f) a ferry;

(g) an airport other than an airport that on September 1, 2005, was served by one or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. section 1.1 on that date;

(h) a pedestrian or bicycle facility;

(i) an intermodal hub;

(j) an automated conveyor belt for the movement of freight;

(k) a border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than 50 miles from an international border;

(l) an air quality improvement initiative;

(m) a public utility facility;

(n) a transit system;

(o) a parking area, structure, or facility or a collection device for parking fees;

(p) projects and programs listed in the most recently approved state implementation plan for the area covered by the Authority, including an early action compact;

(q) improvements in a transportation reinvestment zone designated under Subchapter E, Chapter 222 of the Transportation Code; and

(r) port security, transportation, or facility projects eligible for funding under Section 55.002 of the Transportation Code.

Turnpike project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

(a) an improvement to relieve traffic congestion or promote safety;

(b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, or ramp;

(c) an administration, storage, or other building the Board considers necessary to operate the project;

(d) property rights, easements and interests the Board acquires to construct or operate the project;

(e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and

(f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

SECTION 5. CONSTRUCTION AND BUILDING CONTRACTS.

5.1 Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's transportation projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this section 5. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy or, in the alternative, subject to the procedures set forth in "Local Area Management Procedures" adopted by the Authority Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

5.2 Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this subsection 5.2 with respect to bidders on building contracts.

5.3 Qualifying with the Authority.

- (a) If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:
 - (1) a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, and references, as well as financial condition;
 - (2) the bidder's current audited financial statement in a form and substance acceptable to the Authority; and
 - (3) a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.
- (b) An audited financial statement as referenced in subsection (a)(2) requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. In order for the audited financial statement to be considered acceptable, the auditor must express an opinion concerning the fairness of the financial statement and conformity with generally accepted accounting principles.

- (c) Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).
- (d) The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of notice of approval; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

5.4 Notice of Contract Letting.

- (a) Each notice of contract letting must provide:
 - (1) the date, time, and place where contracts will be let and bids opened;
 - (2) the address and telephone number from which prospective bidders may request bid documents; and
 - (3) a general description of the type of construction, services or goods being sought by the Authority.
- (b) The Authority shall post a notice of contract letting on its website for at least two (2) weeks before the date set for letting of a contract.
- (c) Notice of contract letting shall also be published in an officially designated newspaper of the Authority at least once, with the first such notice published no less than two (2) weeks before the date set for letting of the contract.
- (d) The Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.
- (e) The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.

5.5 Bid Documents. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this section 5.

5.6 Issuance of Bid Documents.

Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

- (a) to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;
- (b) to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and
- (c) to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

5.7 Withholding Bid Documents. The Authority will not issue bid documents for a construction contract if:

- (a) the bidder is suspended or debarred from contracting with TxDOT or the Authority;
- (b) the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;
- (c) the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;
- (d) the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or
- (e) the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

5.8 Completion and Submission of Bid Documents.

- (a) At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement

and/or the bid documents. Alternatively, bidders may submit written requests for clarification.

- (b) Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.
- (c) Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.
- (d) If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.
- (e) A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.
- (f) The bidder shall place each completed set of bid documents in a sealed envelope that shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope that shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The official clock at the place designated for receipt of bids shall serve as

the official determinant of the hour for which the bid shall be submitted and shall be considered late.

5.9 Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. A person authorized to bind the bidder must make the request. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

5.10 Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. A person authorized to bind the bidder must make the request. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

5.11 Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public meeting held at the time, date, and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

- (a) the bid is submitted by an unqualified bidder;
- (b) the bid is in a form other than the official bid documents issued to the bidder;
- (c) the form and content of the bid do not comply with the requirements of the bid documents and/or subsection 5.8;
- (d) the bid, and if required, federal-aid project certification, are not signed;
- (e) the bid was received after the time or at some location other than specified in the notice or as may have been extended;
- (f) the bid guaranty, if required, does not comply with subsection 5.8;
- (g) the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;
- (h) the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;
- (i) the bidder was not authorized to be issued a bid under this policy;
- (j) the bid did not otherwise conform with the requirements of this policy; or
- (k) more than one bid involves a bidder under the same or different names.

5.12 Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority will select the regular bid item or items.

5.13 Award of Contract. Except as otherwise provided in this section 5, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

- (a) the bidder's ability, capacity, and skill to perform the contract or provide the service required;
- (b) the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (c) the bidder's character, responsibility, integrity, reputation, and experience;
- (d) the quality of performance by the bidder of previous contracts or services;
- (e) the bidder's previous and existing compliance with laws relating to the contract or service; and
- (f) the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

5.14 Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his or her designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

- (a) there is reason to believe collusion may have existed among the bidders;
- (b) the low bid is determined to be both mathematically and materially unbalanced;
- (c) the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or
- (d) the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by

which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

5.15 Bid Protests.

- (a) All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and submitted to the Executive Director within five (5) business days of the bid opening. Each protest must include the following:
 - (1) the name and address of the protester, and the vendor it represents, if different;
 - (2) the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;
 - (3) a statement of the grounds for protest; and
 - (4) all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.
- (c) Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) business days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

5.16 Contract Execution; Submission of Ancillary Items.

- (a) Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.
- (b) After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:

- (1) a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law;
- (2) a certificate of insurance on a form acceptable to the Authority showing coverage in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

5.17 Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

5.18 Bid Guaranty. Not later than seven (7) business days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with subsection 5.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) business days after the date the bidder is required to submit the bonds and insurance certificate under subsection 5.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids, approves of the submission of a bid by the bidder.

5.19 Progress Payments; Retainage and Liquidated Damages.

- (a) In addition to other provisions required by the Authority, construction and building contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.
- (b) Retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:

- (1) retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;
 - (2) all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;
 - (3) the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within 30 days of the demand, the retainage or any investments in which it is invested; and
 - (4) any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.
- (c) Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

SECTION 6. PROFESSIONAL SERVICES.

6.1 General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control.

6.2 Selection of Provider; Fees.

- (a) The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's:
 - (1) demonstrated competence and qualifications to perform the service, including precertification by TxDOT (if applicable); and
 - (2) ability to perform the services for a fair and reasonable price.
- (b) The professional fees under the contract:
 - (1) may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and that are customary in the area of the Authority; and
 - (2) may not exceed any maximum provided by law.

6.3 Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall invite prospective providers of professional services to submit their qualifications to provide such

services as specified in a Request for Qualifications (“RFQ”) issued by the Authority. Each RFQ for professional services shall describe the services required by the Authority, the criteria used to evaluate proposals, and the relative weight given to the criteria.

6.4 Notice of RFQs.

- (a) Notice of the issuance of an RFQ for professional services must provide (1) the date, time, and place where responses to the RFQ must be submitted, (2) the contact or location from which prospective professional service providers may request the RFQ, and (3) a general description of the type of professional services being sought by the Authority. Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate the experience, qualifications, and competence of the potential provider of professional services. Nothing in this section shall preclude the Authority from requesting information regarding a prospective provider of professional service’s general approach to pricing for projects of a similar nature.
- (b) The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for the responses.
- (c) The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, and in newspapers, trade journals, or other such locations as the Authority determines will enhance competition for the provision of services.
- (d) The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

6.5 Contract for Professional Services

- (a) In procuring professional services, the Authority shall:
 - (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
 - (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
- (b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of professional services, the Authority shall:
 - (1) formally end negotiations with that provider;

- (2) select the next most highly qualified provider; and
 - (3) attempt to negotiate a contract with that provider at a fair and reasonable price.
- (c) The Authority shall continue the process described in this section to select and negotiate with providers until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

6.6 Termination of Procurement. The Authority may terminate a procurement of professional services pursuant to this section 6 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

SECTION 7. GENERAL GOODS AND SERVICES.

7.1 Approval of Board. Every procurement of general goods and services costing more than fifty thousand dollars (\$50,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

7.2 Purchase Threshold Amounts. The Authority may procure general goods and services costing fifty thousand dollars (\$50,000.00) or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than fifty thousand dollars (\$50,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

7.3 Competitive Bidding Procedures. Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

- (a) with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;
- (b) the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- (c) notice of the procurement shall be published on the Authority's website and shall be published in an officially designated newspaper of the Authority at least once, with the first such notice published at least two (2) weeks before the deadline for the submission of responses;
- (d) in addition to advertisement of the procurement as set forth in subsection 7.3(c) above, the Authority may solicit bids by direct mail, telephone, *Texas Register* publication, advertising in other locations, or via the Internet. If such additional solicitations are made, the prospective bidder may not be solicited by mail,

telephone, internet, or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website or in an officially designated newspaper of the Authority; and

- (e) a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to the bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

7.4 Award Under Competitive Bidding.

- (a) Contracts for general goods and services procured using competitive bidding shall be awarded to the lowest best bidder based on the same criteria used in awarding construction contracts, together with the following additional criteria:
 - (1) the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and
 - (2) the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.
- (b) In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

7.5 Competitive Sealed Proposals.

- (a) Request for Proposals. As an alternative to competitive bidding and at the discretion of the Authority, the Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:
 - (1) the Authority's specifications for the good or service to be procured;
 - (2) an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;
 - (3) a schedule of items for which unit prices are requested, if applicable;
 - (4) the time within which the contract is to be performed;
 - (5) any special provisions and special specifications; and
 - (6) if applicable, the Authority's goals regarding the participation in the

contract or in subcontracts let under the contract by Disadvantaged Business Enterprises.

The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

- (b) Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as public information.
- (c) Revision of Proposals. After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.
- (d) Refusal of All Proposals. The Authority shall refuse all proposals if none of those submitted is acceptable.
- (e) Contract Execution. The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first-choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first-choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first-choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second-choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

7.6 Proprietary Purchases. If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written

justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 8. CONSULTING SERVICES.

8.1 Contracting for Consulting Services. The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

8.2 Selection Criteria. The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

8.3 Contract Amounts. The Authority may procure consulting services anticipated to cost no more than fifty thousand dollars (\$50,000.00) by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may, subject to section 8.9 below, procure consulting services anticipated to cost no more than fifty thousand dollars (\$50,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than fifty thousand dollars (\$50,000.00) shall be procured by the Authority's issuance of a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

8.4. Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority, the criteria used to evaluate proposals, and the relative weight given to the criteria.

8.5. Request for Proposals. Each RFP shall contain the following information:

- (a) the Authority's specifications for the service to be procured;
- (b) an estimate of the various quantities and kinds of services to be performed;
- (c) a schedule of items for which unit prices are requested, if applicable;
- (d) the time within which the contract is to be performed;
- (e) any special provisions and special specifications; and
- (f) if applicable, the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises.

8.6 Notice of Procurement and Solicitation of Responses.

- (a) Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP,

and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.

- (b) Notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, shall be posted on the Authority's website and shall be published in an officially designated newspaper of the Authority at least once, with the first such notice published at least two (2) weeks before the deadline for the submission of responses.
- (c) The Authority may, but shall not be required to, solicit responses to a RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the Internet. If such additional solicitations are made, the prospective bidder may not be solicited by mail, telephone, internet, or in any other manner, nor may the prospective bidder receive bid documents, until such time that notice of the RFQ or RFP has been made available on the Authority's website or published in an officially designated newspaper of the Authority.
- (d) The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority. All responses, including those received before an extension is made, must be opened at the same time.

8.7 Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure under the Texas Public Information Act or other applicable law.

8.8 Contract Negotiation and Execution.

- (a) With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first-choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first-choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first-choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second-choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second-choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.

- (b) With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.9 Single-Source Contracts. If the Executive Director determines that only one prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP; provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds fifty thousand dollars (\$50,000.00). If the anticipated cost of services is less than fifty thousand dollars (\$50,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next regularly scheduled board meeting.

8.10 Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two years preceding the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

8.11 Mixed Contracts. This section 8 applies to a contract that involves both consulting and other non-professional services if the primary objective of the contract is the acquisition of consulting services.

SECTION 9. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

9.1 Comprehensive Development Agreements Allowed. If specifically authorized by an applicable statute, the Authority may enter into a CDA with a private entity to construct, maintain, repair, operate, extend, or expand a transportation project. A CDA shall, at a minimum, provide for the design and construction of a transportation project, may also provide for the financing, acquisition, maintenance, or operation of a transportation project, and shall entitle the private entity to a leasehold interest in the transportation project or the right to operate or retain revenue from the operation of the transportation project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

9.2 Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this section 9. The competitive bidding requirements for highway projects as specified under Chapter 223, Texas Transportation Code, and the Texas Professional Services Procurement Act (Chapter 2254, Texas Government Code) do not apply to a CDA. The CDA procurement process may also provide for the submission of alternative technical concepts ("ATCs") and value added concepts ("VACs") from proposers.

9.3 Unsolicited Proposals.

- (a) The Authority may, at its sole option, accept unsolicited proposals for a project authorized by statute to be developed through a CDA. An unsolicited proposal must be filed with the Authority and shall be accompanied by a \$20,000.00 non-refundable review fee. An unsolicited proposal shall include the following information:
 - (1) the proposed transportation project location, scope, and limits;
 - (2) information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;
 - (3) a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds; and
 - (4) the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority.
- (b) Unsolicited proposals shall be reviewed by the Authority staff. The staff may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.
- (c) If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications ("RFQ") in accordance with

the requirements of section 9.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of section 9.5.

9.4 Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications.

The Authority may solicit proposals or competing proposals by issuing an RFQ relating to a CDA project. The Authority shall publish an RFQ (or notice of availability of an RFQ) in the *Texas Register* and post it on the Authority's website.

- (a) An RFQ issued by the Authority shall include the following information:
 - (1) a description of the project;
 - (2) criteria used to evaluate the proposals;
 - (3) the relative weight given to the criteria; and
 - (4) the deadline by which proposals must be received by the Authority.
- (b) A proposal submitted in response to an RFQ issued under this section 9.4, or a competing proposal submitted in response to an RFQ issued under section 9.3(c) above, must include, at a minimum, the following:
 - (1) information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;
 - (2) a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;
 - (3) such additional information that the Authority requests within the RFQ;
 - (4) the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and
 - (5) in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a \$20,000 non-refundable proposal review fee.
- (c) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this section 9.4.

9.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to an RFQ submitted in accordance with section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of section 9.6. The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) private entities to submit detailed

proposals in accordance with the procedures under section 9.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ (or no entity submits a response to an RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

9.6 Requests For Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals (“RFDP”) from all proposers qualified in accordance with section 9.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information:
 - (1) detailed instructions for preparing the technical proposal and items to be included;
 - (2) the process for submission of ATCs and/or VACs and the manner in which they will be considered in the evaluation and scoring process;
 - (3) the relative weighting of the technical and price proposals and the criteria for evaluating and ranking them;
 - (4) the stipulated amount to be paid to unsuccessful proposers subject to section 9.12 below, if any; and
 - (5) the deadline by which proposals must be received.
- (b) An RFDP under this section 9.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. An RFDP under this section 9.6 may require proposers to provide information relating to the following:
 - (1) the proposer’s qualifications and demonstrated technical competence;
 - (2) the feasibility of developing the project as proposed;
 - (3) detailed engineering or architectural designs;
 - (4) the proposer’s ability to meet schedules;
 - (5) costing methodology; and
 - (6) any other information the Authority considers relevant or necessary to fully assess the project.
- (c) The Authority may withdraw a RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

- (d) In developing and preparing to issue a RFDP in accordance with section 9.6(a), the Authority may solicit input from entities qualified under section 9.5 or any other person.
- (e) After the Authority has issued a RFDP under section 9.6(a) but prior to the submission of RFDP responses, the Authority may solicit input from the proposers regarding ATCs and/or VACs.

9.7 Evaluation and Ranking of Detailed CDA Proposals. The Authority shall first open, evaluate, and score each technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. Based on the weighting of technical and cost proposals described in the RFDP, the Authority shall then identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of its evaluation process.

9.8 Post-Submissions Discussions.

- (a) After the Authority has evaluated and ranked the detailed proposals in accordance with section 9.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value, provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority; clarifications and minor adjustments in scheduling, designs, operating characteristics, cash flow, and similar items; and other matters that have arisen since the submission of the detailed proposal.
- (b) If at any point in discussions under subsection 9.8(a) above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may end discussions with the highest-ranking proposer and enter into discussions with the proposer submitting the next-highest ranking proposal.
- (c) If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

9.9 Negotiations for CDA. Subsequent to the discussions conducted pursuant to section 9.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

- (a) The Authority shall prescribe the general form of the CDA and may include any matter therein considered advantageous to the Authority.
- (b) The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may

terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.

- (c) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.
- (d) Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under section 9.12 if detailed proposals have been submitted to the Authority.

9.10 CDA Projects with Private Equity Investment.

- (a) If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:
 - (1) methods to determine the applicable cost, inflation indices, profit, and project distribution between the proposer and the Authority;
 - (2) reasonable methods to determine and classify toll rates or user fees;
 - (3) acceptable safety and policing standards; and
 - (4) other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.
- (b) The Authority may only enter into a CDA with private equity investment if permitted by law and if the project that is the subject of the CDA is identified in TxDOT's unified transportation program or is located on a transportation corridor identified in a statewide transportation plan.
- (c) The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a transportation project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a transportation project.

9.11 Authority Property Subject to a CDA. A transportation project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits, or any other lawful form of use to enable a private entity to construct, operate, and maintain a transportation project, including supplemental facilities. At the termination of any such

agreement, the transportation project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

9.12 Payment For Submission of Detailed CDA Proposals.

- (a) The Authority may pay an unsuccessful proposer that submits a detailed proposal in response to a RFDP under section 9.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. If a payment is to be made, the amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this section.
- (b) After payment of the stipulated amount, if any, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

9.13 Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

9.14 Performance and Payment Security.

- (a) The Authority shall require any private entity entering into a CDA to provide a performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and to protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity and subcontractors of the private entity who supply labor or materials. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.
- (b) An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether

to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.

- (c) A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.
- (d) In no event may the amount of the payment security be less than the performance security.
- (e) Alternative forms of security may be permitted or required in the following forms:
 - (1) a cashier's check drawn on a financial entity specified by the Authority;
 - (2) a U.S. Bond or Note;
 - (3) a irrevocable bank letter of credit; or
 - (4) any other form of security determined suitable by the Authority.

9.15 Legal Sufficiency Review. The Authority may require a private entity engaged in post-submission discussions or negotiations with the Authority concerning a proposed CDA to pay for or reimburse the Authority for an examination fee assessed in connection with the legal sufficiency review required by section 371.051, Transportation Code. The Authority may elect to make the cost of the examination fee non-refundable in the event that the CDA is not executed.

SECTION 10. DESIGN-BUILD AND DESIGN-BUILD FINANCE AGREEMENTS.

10.1 Design-Build and Design-Build Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alternation, or repair of a transportation project. The Authority may not, however, enter into more than two design-build or design-build-finance agreements in any fiscal year.

10.2 Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this section 10. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts ("ATCs") and value added concepts ("VACs") from proposers.

10.3 Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority's representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority's general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the authority must provide for (through existing engineering

resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design-build contractor. Any engineer or firm selected pursuant to this section 10.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

10.4 Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications ("RFQ"). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority's website.

- (a) An RFQ issued by the Authority shall include the following information:
 - (1) information regarding the proposed project's location, scope, and limits;
 - (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable;
 - (3) the criteria that will be used to evaluate the proposals, which must include the proposer's qualifications, experience, technical competence, and ability to develop the project;
 - (4) the relative weight given to the criteria; and
 - (5) the deadline by which proposals must be received by the Authority.
- (b) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this section 10.4.

10.5 Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to an RFQ submitted in accordance with section 10.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of section 10.6. The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under section 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the procurement process.

10.6 Requests For Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals ("RFDP") to all proposers qualified or short-listed in accordance with section 10.5 above. The

Authority shall provide a RFDP directly to the proposer, and such RFDP must contain the following information:

- (1) information on the overall project goals;
 - (2) the Authority's cost estimates for the design-build portion of the work;
 - (3) materials specifications;
 - (4) special material requirements;
 - (5) a schematic design approximately 30 percent complete;
 - (6) known utilities;
 - (7) quality assurance and quality control requirements;
 - (8) the location of relevant structures;
 - (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses;
 - (10) available geotechnical or other detailed instructions for preparing the information related to the project;
 - (11) the status of the environmental review process;
 - (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected;
 - (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked;
 - (14) the criteria and weighting for each element of the technical proposal;
 - (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events ;
 - (16) a general form of the design-build or design-build-finance agreement; and
 - (17) the deadline by which proposals must be received, which shall be no more than 180 days after the issuance of the final RFDP.
- (b) A RFDP under this section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least 70 percent in the formula for evaluating and ranking proposals. A technical proposal under this section 10.6 must address the following:

- (1) the proposer's qualifications and demonstrated technical competence (exclusive of information included in the proposer's response to the RFQ);
 - (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed.
- (c) A cost proposal under this section 10.6 must include:
 - (1) the cost of delivering the project;
 - (2) the estimated number of days required to complete the project; and
 - (3) any terms for financing for the project that the proposer plans to provide.
- (d) The Authority may withdraw a RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.
- (e) In developing and preparing to issue a RFDP in accordance with section 10.6(a), the Authority may solicit input from entities qualified under section 10.5 or any other person.
- (e) If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.
- (f) The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

10.7 Evaluation and Ranking of Detailed Design-Build and Design-Build Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

10.8 Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

10.9 Contract Negotiations.

- (a) After the Authority has evaluated and ranked the detailed proposals in accordance with section 10.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.
- (b) If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.
- (c) The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (d) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design-build-finance agreement for the project which is the subject of the procurement process.
- (e) Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under section 10.9 if detailed proposals have been submitted to the Authority.

10.10 Payment For Submission of Detailed Design-Build or Design-Build-Finance Proposals.

- (a) Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to a RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.
- (b) After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

10.11 Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

10.12 Performance and Payment Security.

- (a) The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.
- (b) A payment or performance bond or alternative form of security is not required for that portion of a design-build or design-build-finance agreement that includes only design services only.
- (c) Alternative forms of security may be permitted or required in the following forms:
 - (1) a cashier's check drawn on a financial entity specified by the Authority;
 - (2) a U.S. Bond or Note;
 - (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or
 - (4) any other form of security determined suitable by the Authority.

SECTION 11. PARTICIPATION IN STATE AND COOPERATIVE PURCHASING PROGRAMS; AND INTERGOVERNMENTAL AGREEMENTS.

11.1 Voluntary GSC Program. Pursuant to and in accordance with § 2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

11.2 Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

11.3 Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one or more cooperative purchasing programs with local governments or local cooperative programs.

11.4 Interlocal Agreements with TxDOT or Other Governmental Entities. Subject to limitations imposed by general law, the Authority may enter into interlocal agreements with TxDOT or another governmental entity to procure goods and services.

11.5 Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program, or by interlocal agreement shall be deemed to have satisfied the procurement requirements of this Policy and shall be exempted from the procurement requirements contained in this Policy.

SECTION 12. EMERGENCY PROCUREMENTS.

12.1 Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, building, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

- (a) Before a contract is awarded under this section, the Executive Director or his or her designee must certify in writing the fact and nature of the emergency giving rise to the award.
- (b) To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.
- (c) A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.
- (d) After an emergency is certified, if there are three or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this Policy as required to procure construction contracts or general goods and services, as the case may be.

SECTION 13. DISPOSITION OF SALVAGE OR SURPLUS PERSONAL PROPERTY.

13.1 Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus personal property by competitive bid or auction. Salvage or surplus personal property may be offered as individual items or in lots at the Authority's discretion.

13.2 Trade-In for New Property. Notwithstanding subsection 13.1, the Authority may offer salvage or surplus personal property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

13.3 Heavy Equipment. If the salvage or surplus personal property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under subsection 13.1.

13.4 Sale to State, Counties, etc. Notwithstanding subsection 13.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus personal property for sale at auction or by competitive bidding.

13.5 Failure to Attract Bids. If the Authority undertakes to sell property under subsection 13.1. and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

13.6 Terms of Sale. All salvage or surplus personal property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

13.7 Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus personal property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

13.8 Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective purchasers may request information concerning an upcoming sale in at least two issues of an officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

SECTION 14. SOLICITATION OF EMPLOYEE APPLICANTS

14.1 Solicitation of Employee Applicants. In conjunction with efforts to solicit applicants for available employment positions with the Authority, Authority staff shall follow the solicitation and application guidelines set forth in this section 14 in order to (1) provide notice of the

employment position opening, (2) provide a method of allowing potential applicants to receive detailed information regarding particular criteria and requirements for the individual employment position, and (3) provide information related to any application deadlines or extensions of deadlines.

14.2 Solicitation of Applicants for Professional or Managerial Positions. In order to reach the largest potential pool of qualified applicants for employment positions that are either professional or managerial in nature, Authority staff shall post information regarding potential employment opportunities, detailed position descriptions, and requirements for applications for professional or managerial staff positions in the following manner:

- (a) Notice of employment position openings with the Authority shall be published on the Authority's website, and shall include: (1) employment position title; (2) a general description of position duties and responsibilities; (3) educational and prior work experience requirements; (4) the statement that the Authority is an equal opportunity employer; (5) materials required to be submitted for position applications; (6) the physical mailing address and/or e-mail address for submitting application materials; and (7) the telephone number for questions regarding the employment position description and/or application process.
- (b) Notice of employment position openings with the Authority may be published in an officially designated newspaper of the Authority, the *Texas Register*, trade journals, and other sources that the Authority determines are appropriate for contacting potentially qualified applicants. In addition, the Authority may, but shall not be required to, solicit potential applicants by direct mail, telephone, or via the Internet.
- (c) The application deadline specified in the notice of employment position opening may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

14.3 Solicitation of Administrative or Clerical Applicants. Authority staff shall post information regarding potential employment opportunities, detailed position descriptions, and requirements for application for administrative or clerical staff positions in the following manner:

- (a) Notice of employment position openings with the Authority shall be published on the Authority's website, and shall include: (1) employment position title; (2) a general description of position duties and responsibilities; (3) educational and prior work experience requirements; (4) the statement that the Authority is an equal opportunity employer; (5) materials required to be submitted for position applications; (6) the physical mailing address and/or e-mail address for submitting application materials; and (7) the telephone number for questions regarding the position description or application process. Authority staff may include any and all of the required information listed in (1)-(7) above in a standard employment application form issued by the Authority.
- (b) Notice of employment position openings with the Authority may be published in an officially designated newspaper of the Authority and in such other places that the Authority determines are appropriate for contacting potentially qualified applicants. In addition, the Authority may, but shall not be required to, solicit

potential applicants by direct mail, telephone, or via the Internet.

- (c) The application deadline specified in the notice of employment position opening may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

SECTION 15. DISPUTE RESOLUTION PROCEDURES.

The Authority shall have the general ability and authority, when negotiating the terms and conditions of any contract to be entered into with any entity, to negotiate for the inclusion of dispute resolution procedures in such contract. Such dispute resolution procedures may vary from contract to contract, provided that, at a minimum, the procedures require that a meeting of principles, mediation, and/or formal alternative dispute resolution procedures be followed before any party may file suit against, or initiate an arbitration proceeding against, the Authority for an alleged breach of contract claim.

**4-F DISCUSSION ON FINANCING OPTIONS FOR CAMERON COUNTY
REGIONAL MOBILITY AUTHORITY PROJECTS**

October 13, 2016



Cameron County Regional Mobility Authority

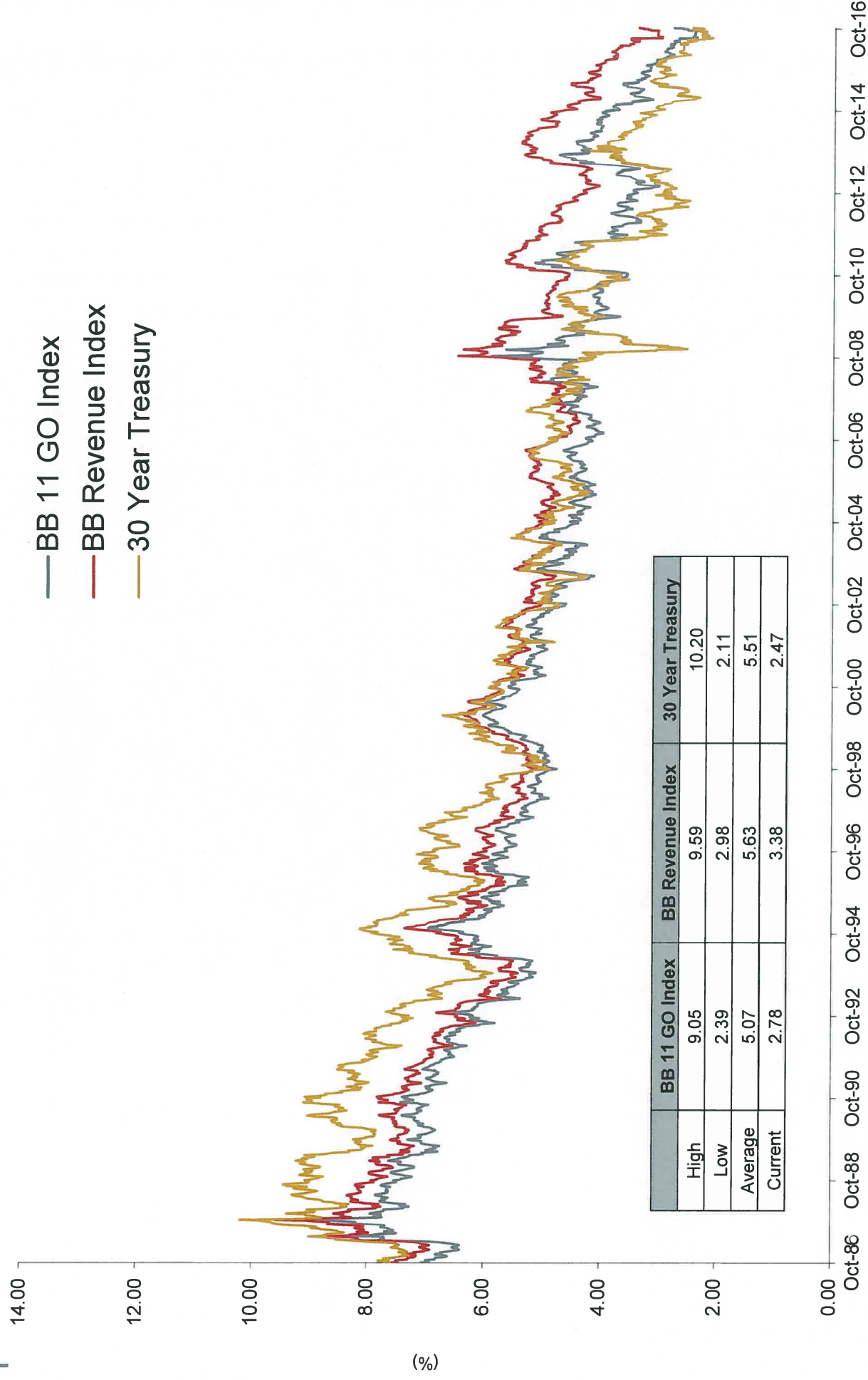
Financing Options Discussion

ESTRADA • HINOJOSA
INVESTMENT BANKERS

Dallas • Austin • Chicago • Houston • Los Angeles • Miami • New York • San Antonio

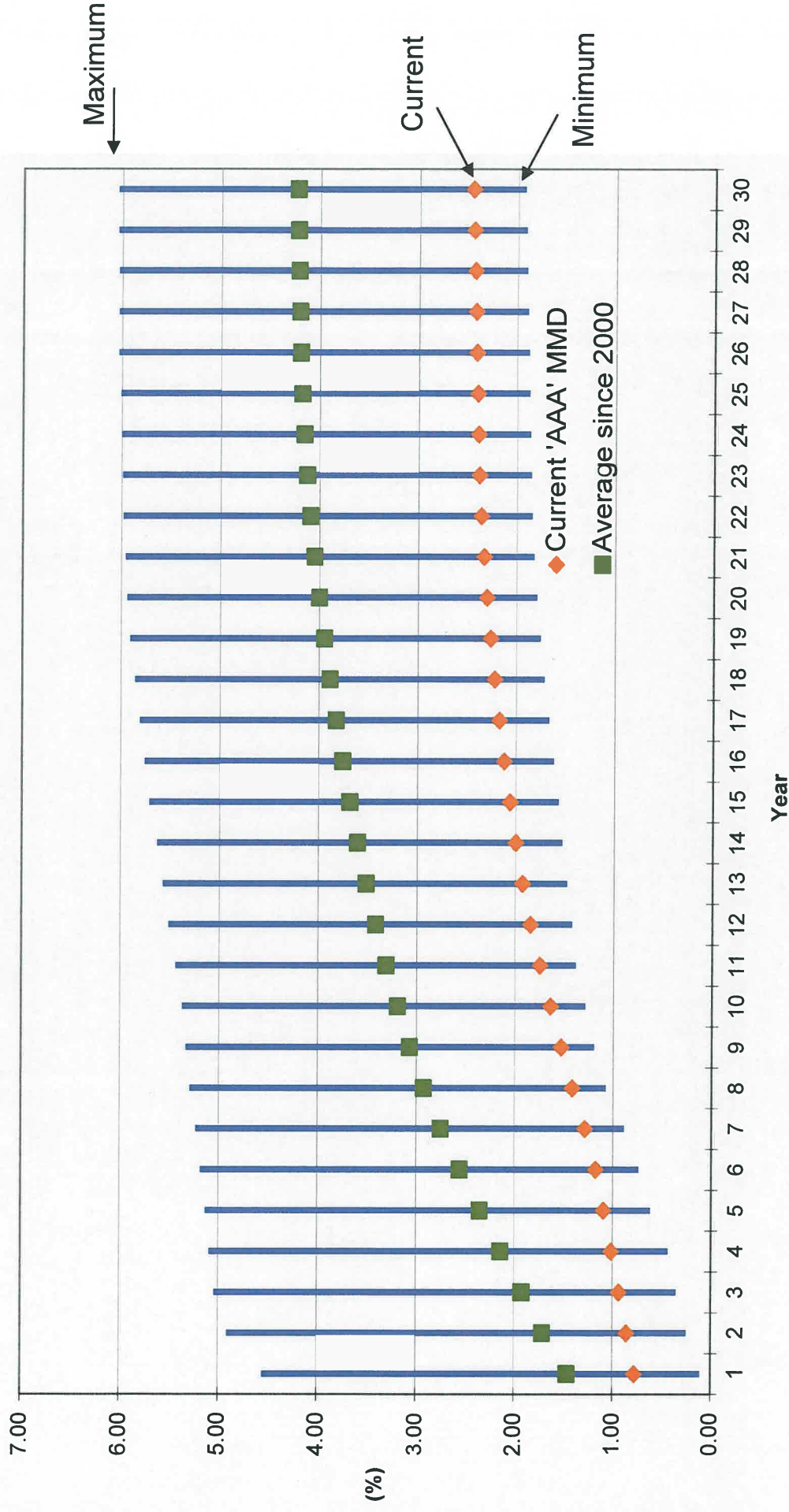
Market Update

Bond Buyer Indices vs. 30 Year Treasury: 30 Year History



Source: Bond Buyer

'AAA' MMD History Since 2000



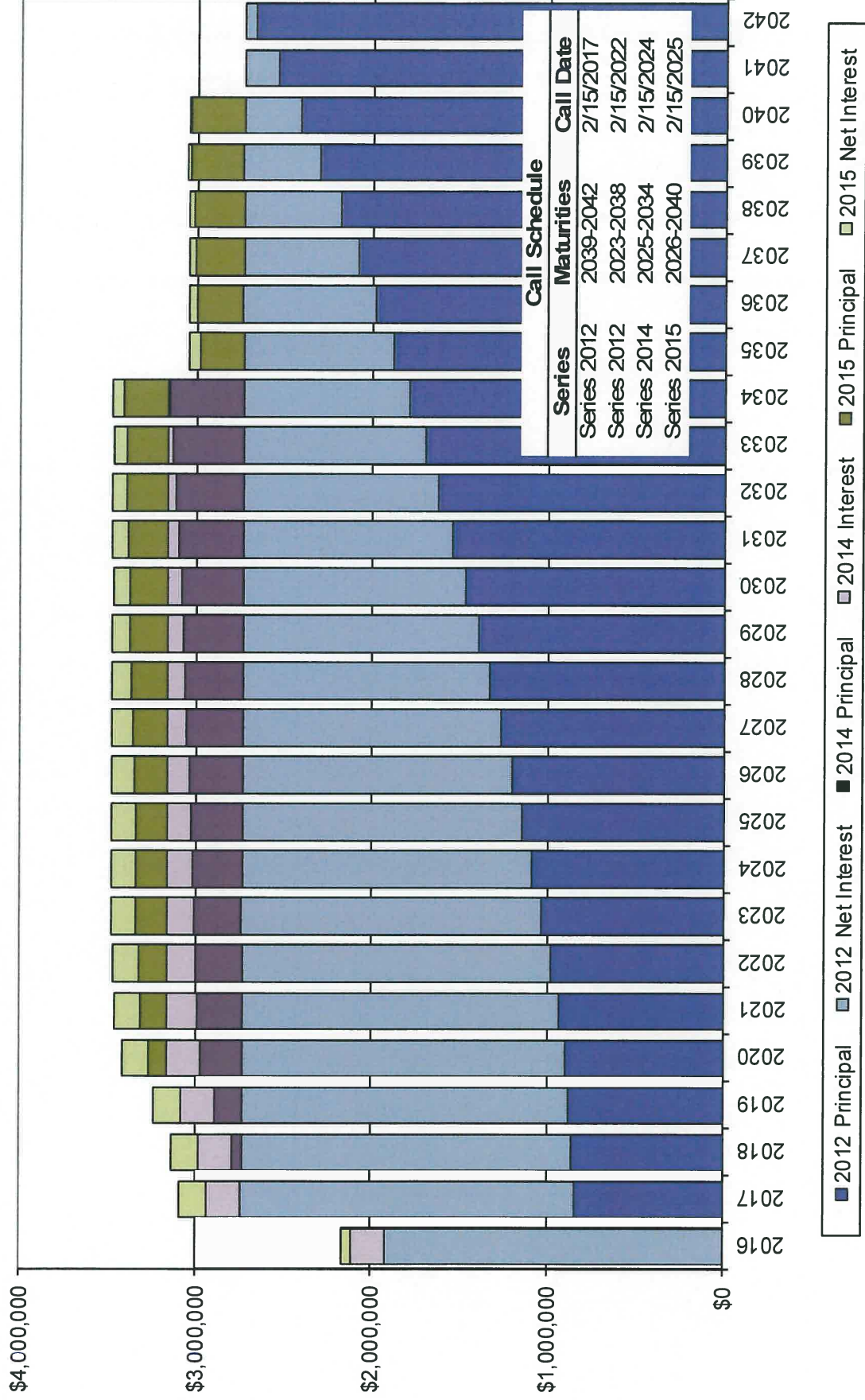
Maturity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% of time above current MMD	53%	56%	63%	71%	83%	87%	89%	93%	95%	96%	96%	96%	96%	96%	96%	96%	96%	96%	96%	96%	96%	96%	97%	97%	97%	97%	97%	97%	97%	97%

As of 10/7/2016

SH 550 Debt

SH 550 Debt Profile

- Below is the current SH 550 debt profile.



SH 550 Bonds to be Refunded/Restructured

- The 2042 term bond (maturities 2039-2042) of the Series 2012 Bonds are callable on 2/15/2017 and can be current refunded starting 11/17/16. **Case A** demonstrates a refunding of these bonds for savings.
- Based on current market AA/AA-/Aa3 rates as of 10/11/16, the refunding produces positive savings.
- Case B** shows an example of restructuring all outstanding 2017-2021 maturities for cash flow relief as part of the refunding, subject to bond and tax counsel review. Based on specific cash flow projections, other maturities or partial maturities could be restructured.

Bonds to be Refunded/Restructured Included in This Analysis								
Series	Maturity Date	Existing Coupon	Par Amount	Call Date	Call Price	Current Rates	Rate Difference	
Revenue & Tax Bonds, Series 2012 (SH 550 Project)								
	2/15/2017	3.000%	Serial \$840,000					
	2/15/2018	2.375%	Serial 860,000					
	2/15/2019	2.125%	Serial 880,000					
	2/15/2020	2.375%	Serial 900,000					
	2/15/2021	5.000%	Serial 935,000					
	2/15/2039	5.000%	Term 2042 2,300,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2040	5.000%	Term 2042 2,415,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2041	5.000%	Term 2042 2,540,000	2/15/2017	100%	3.260%	1.740%	
	2/15/2042	5.000%	Term 2042 2,670,000	2/15/2017	100%	3.260%	1.740%	
			\$14,340,000					

Revenue & Tax Bonds, Series 2014 (SH 550 Project)								
	2/15/2018	2.000%	Serial \$50,000					
	2/15/2019	2.000%	Serial 150,000					
	2/15/2020	5.000%	Serial 240,000					
	2/15/2021	5.000%	Serial 255,000					
			\$695,000					

Revenue & Tax Bonds, Series 2015 (SH 550 Project)								
	2/15/2020	2.500%	Serial \$100,000					
	2/15/2021	2.500%	Serial 145,000					
			\$245,000					
			\$15,280,000					

Preliminary Savings Summary

Case A: Refunding for Savings

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2017	\$303,264	\$235,522	\$67,742	\$65,920	2017
2018	496,250	385,400	110,850	106,079	2018
2019	496,250	385,400	110,850	102,703	2019
2020	496,250	385,400	110,850	99,434	2020
2021	496,250	385,400	110,850	96,269	2021
2022	496,250	385,400	110,850	93,205	2022
2023	496,250	385,400	110,850	90,239	2023
2024	496,250	385,400	110,850	87,367	2024
2025	496,250	385,400	110,850	84,586	2025
2026	496,250	385,400	110,850	81,894	2026
2027	496,250	385,400	110,850	79,287	2027
2028	496,250	385,400	110,850	76,764	2028
2029	496,250	385,400	110,850	74,321	2029
2030	496,250	385,400	110,850	71,955	2030
2031	496,250	385,400	110,850	69,665	2031
2032	496,250	385,400	110,850	67,448	2032
2033	496,250	385,400	110,850	65,301	2033
2034	496,250	385,400	110,850	63,223	2034
2035	496,250	385,400	110,850	61,211	2035
2036	496,250	385,400	110,850	59,262	2036
2037	496,250	385,400	110,850	57,376	2037
2038	496,250	385,400	110,850	55,550	2038
2039	2,738,750	2,610,000	128,750	62,632	2039
2040	2,735,875	2,602,500	133,375	62,929	2040
2041	2,737,000	2,606,300	130,700	59,806	2041
2042	2,736,750	2,606,100	130,650	57,992	2042
				\$2,919,067	\$1,952,420
				\$21,672,889	\$18,753,822

Savings Summary

Net Future Value (FV) Savings from cash flow: \$2,919,067
 *Net Present Value (PV) Savings from cash flow: \$1,955,165
 % Savings of Refunded Bonds: 19.699%
 Avg. Annual Savings (FYE 2017-2042): \$112,272
 Negative Arbitrage: \$33,754

*Includes rounding amount of \$2,745.

Case B: Includes Restructuring of 2017-2021 Maturities

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2017	\$1,232,918	\$367,278	\$865,640	\$861,504	2017
2018	1,537,663	601,000	936,663	903,631	2018
2019	1,636,100	601,000	1,035,100	967,139	2019
2020	1,817,313	601,000	1,216,313	1,100,707	2020
2021	1,862,813	601,000	1,261,813	1,106,141	2021
2022	496,250	601,000	-104,750	-88,150	2022
2023	496,250	601,000	-104,750	-85,358	2023
2024	496,250	601,000	-104,750	-82,654	2024
2025	496,250	601,000	-104,750	-80,035	2025
2026	496,250	601,000	-104,750	-77,500	2026
2027	496,250	601,000	-104,750	-75,045	2027
2028	496,250	601,000	-104,750	-72,668	2028
2029	496,250	601,000	-104,750	-70,366	2029
2030	496,250	601,000	-104,750	-68,137	2030
2031	496,250	601,000	-104,750	-65,979	2031
2032	496,250	601,000	-104,750	-63,889	2032
2033	496,250	601,000	-104,750	-61,865	2033
2034	496,250	601,000	-104,750	-59,905	2034
2035	496,250	1,164,500	-668,250	-372,673	2035
2036	496,250	1,166,000	-669,750	-361,782	2036
2037	496,250	1,161,600	-665,350	-348,122	2037
2038	496,250	1,166,200	-669,950	-339,532	2038
2039	2,738,750	3,404,000	-665,250	-326,483	2039
2040	2,735,875	3,403,200	-667,325	-317,137	2040
2041	2,737,000	3,402,500	-665,500	-306,255	2041
2042	2,736,750	3,401,700	-664,950	-296,309	2042
				\$27,471,431	\$28,853,978
				-\$1,382,547	\$1,319,278

Savings Summary

Net Future Value (FV) Savings from cash flow: -\$1,382,547
 *Net Present Value (PV) Savings from cash flow: \$1,320,610
 % Savings of Refunded Bonds: 8.643%
 Avg. Annual Savings (FYE 2017-2042): -\$53,175
 Negative Arbitrage: \$311,064

*Includes rounding amount of \$1,332.

Preliminary, based on market rates, 10/11/2016.

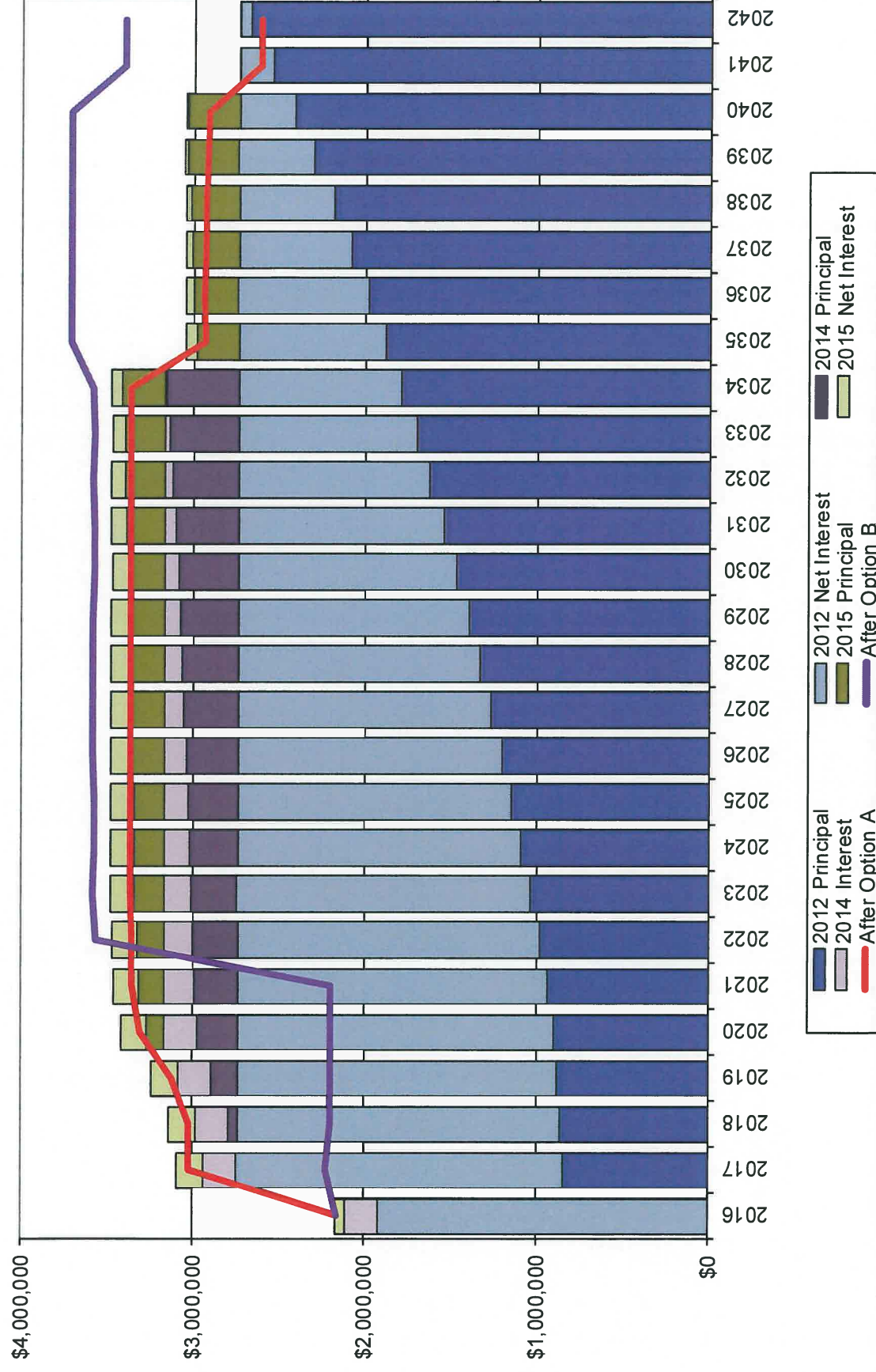
SH 550 Preliminary Refunding Summary

- Based on current market rates, significant Net Present Value (NPV) and annual savings can be realized by refunding the 2042 term bond of the Revenue & Tax Bonds, Series 2012 (State Highway 550 Project).
- A restructuring of certain debt as illustrated in the presentation could provide needed cash flow relief to the RMA.
- Assumes current AA/AA-/Aa3 market rates, 10/11/16.
- Assumes escrow invested in SLGS. The use of open market securities may add additional savings.

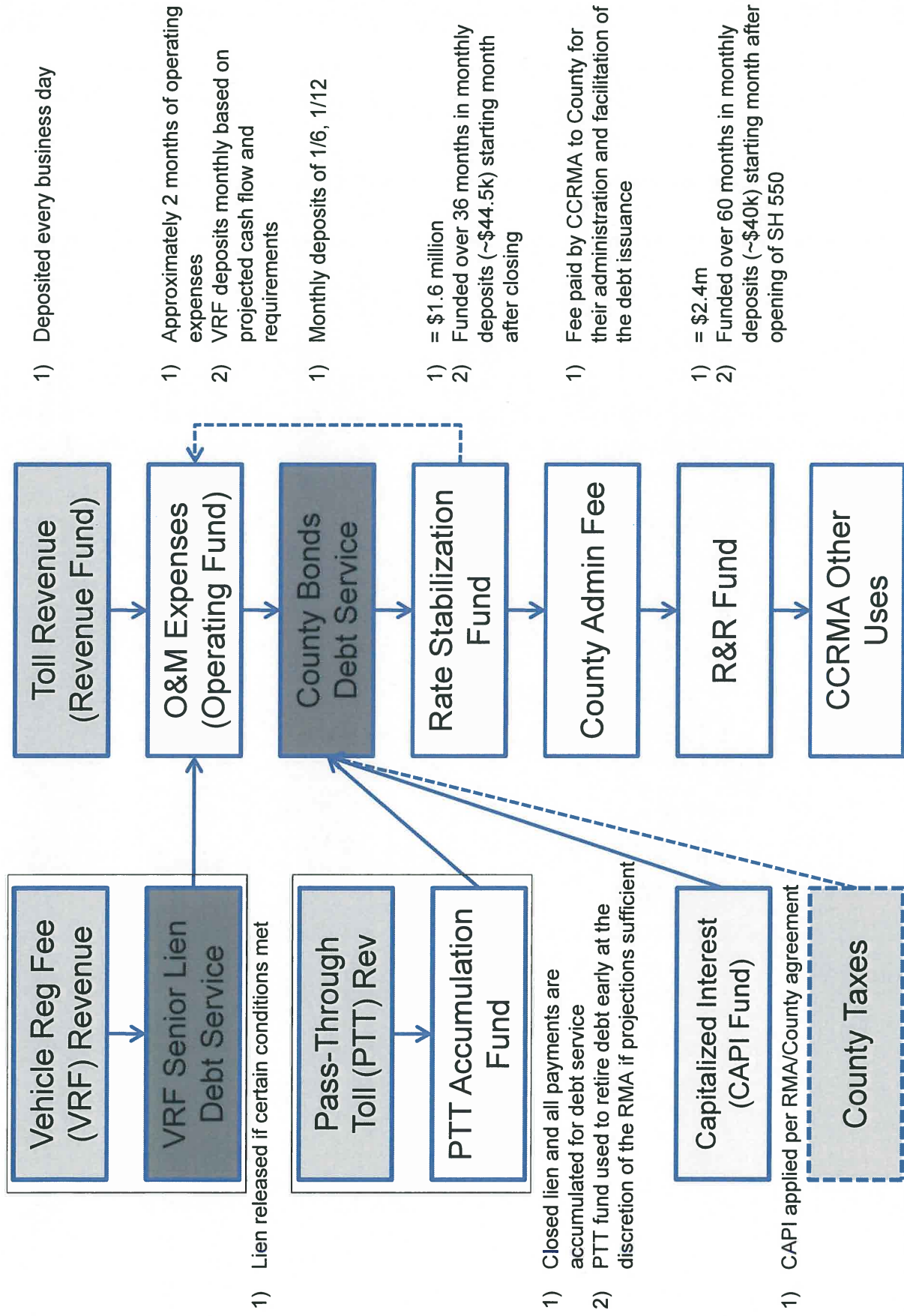
Refunding Summary:		Case A	Case B
Delivered:	1/5/2017	1/5/2017	
Par Amount of Refunding Bonds:	\$9,635,000	\$15,025,000	
Par Amount of Refunded Bonds:	\$9,925,000	\$15,280,000	
NPV Savings:	\$1,955,165	\$1,320,610	
% Savings of Refunded Bonds:	19.699%	8.643%	
Avg. Annual Savings (FYE 2017-2042):	\$112,272	-\$53,175	
Avg. Coupon of Refunded Bonds:	5.000%	4.924%	
True Interest Cost (TIC):	3.673%	3.659%	
Rates as of:	10/11/2016	10/11/2016	
Negative Arbitrage:	\$33,754	\$311,064	

Note: Case B restructuring is subject to bond and tax counsel review.

Pro Forma SH 550 Debt Profile After Issuance



SH550 Flow of Funds



1) Deposited every business day

- 1) Approximately 2 months of operating expenses
- 2) VRF deposits monthly based on projected cash flow and requirements

1) Monthly deposits of 1/6, 1/12

- 1) = \$1.6 million
- 2) Funded over 36 months in monthly deposits (~\$44.5k) starting month after closing

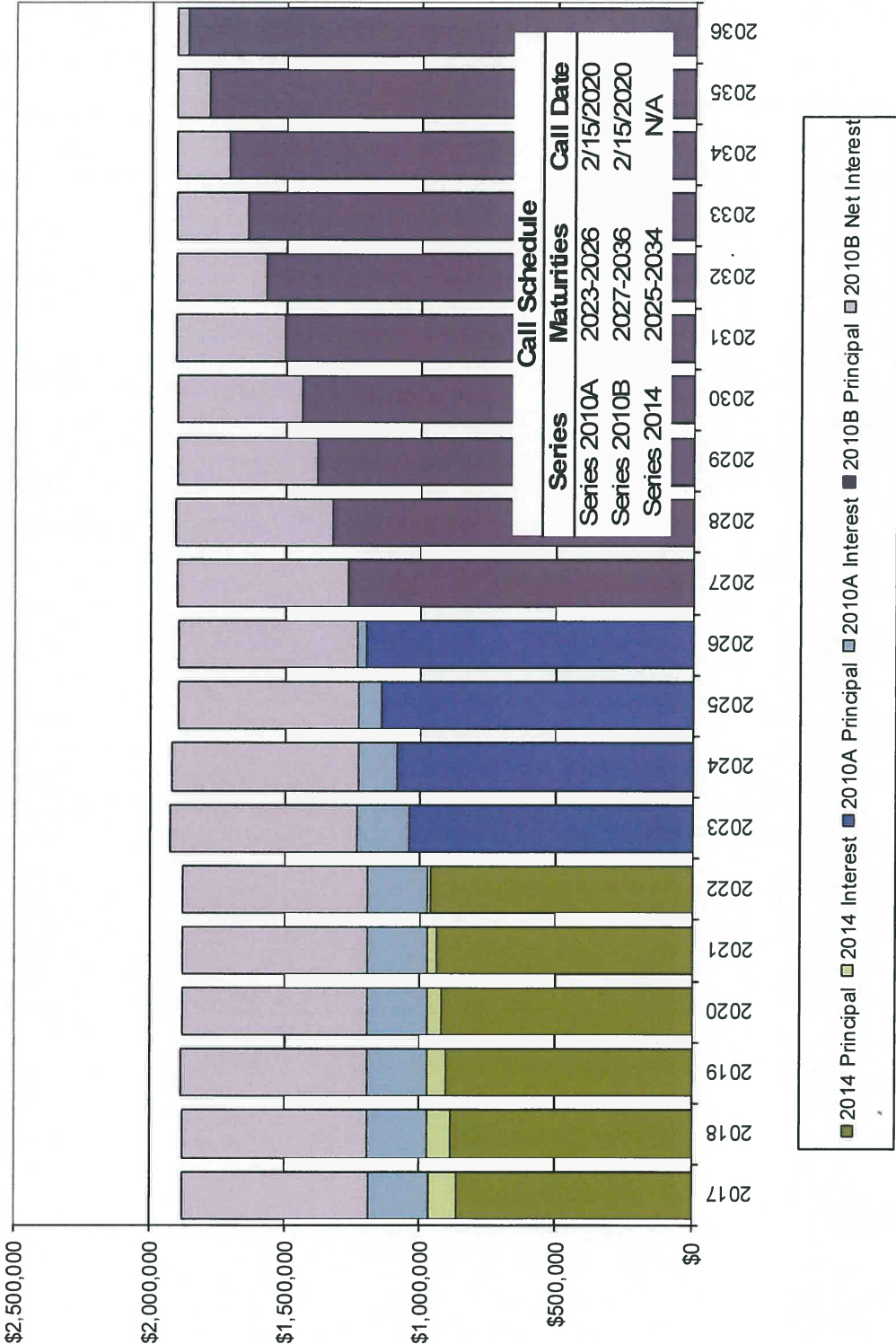
1) Fee paid by CCRMA to County for their administration and facilitation of the debt issuance

- 1) = \$2.4m
- 2) Funded over 60 months in monthly deposits (~\$40k) starting month after opening of SH 550

Vehicle Registration Fee (VRF) Debt

VRF Debt Profile

- Below is the current VRF debt profile.



VRF Bonds to be Refunded

- Included in the refunding analysis herein is a refunding of the remaining callable 2010A Bonds.
- The obligations are eligible for a advanced refunding ahead of the 2/15/20 call date.
- As shown below, current rates offer savings on a maturity-by-maturity basis versus the existing interest rates. All maturities refunded produce positive savings.
- Assumes AA- market rates as of 10/11/16.

Eligible Bonds to be Refunded Included in This Analysis							
Series	Maturity Date	Existing Coupon	Par Amount	Call Date	Call Price	Current Rates	Rate Difference
<i>Vehicle Registration Fee Revenue Bonds, Series 2010A</i>							
	2/15/2023	5.000%	Term 2042	1,040,000	2/15/2020	100%	1.670%
	2/15/2024	5.000%	Term 2042	1,090,000	2/15/2020	100%	1.810%
	2/15/2025	5.000%	Term 2042	1,145,000	2/15/2020	100%	1.970%
	2/15/2026	5.000%	Term 2042	1,205,000	2/15/2020	100%	2.120%
			\$4,480,000	Total Bonds to be Refunded			

Preliminary Savings Summary

FYE 9/30	Prior Debt Service	Refunding Debt Service	Savings	Present Value Savings	FYE 9/30
2017	\$112,000	\$90,200	\$21,800	\$21,592	2017
2018	224,000	180,400	43,600	42,569	2018
2019	224,000	180,400	43,600	41,762	2019
2020	224,000	180,400	43,600	40,970	2020
2021	224,000	180,400	43,600	40,193	2021
2022	224,000	180,400	43,600	39,431	2022
2023	1,238,000	1,224,100	13,900	12,246	2023
2024	1,234,750	1,220,700	14,050	12,188	2024
2025	1,233,875	1,215,700	18,175	15,543	2025
2026	1,235,125	1,218,900	16,225	13,657	2026
	<u>\$6,173,750</u>	<u>\$5,871,600</u>	<u>\$302,150</u>	<u>\$280,154</u>	

Savings Summary

Net Future Value (FV) Savings from cash flow: \$302,150

*Net Present Value (PV) Savings from cash flow: \$285,243

% Savings of Refunded Bonds: 6.367%

Avg. Annual Savings (FYE 2017-2026): \$30,215

Negative Arbitrage: \$126,939

*Includes rounding amount of \$5,090.

Preliminary Refunding Summary

- Based on current market rates, Net Present Value (NPV) and annual savings can be realized by refunding portions of the outstanding 2010A bonds.
- Assumes current AA- market rates, 10/11/16, and that those rates are available at the time of pricing.
- Assumes escrow invested in SLGS.

Refunding Summary:

Delivered:	2/15/2017
Par Amount of Refunding Bonds:	\$4,510,000
Par Amount of Refunded Bonds:	\$4,480,000
NPV Savings:	\$285,243
% Savings of Refunded Bonds:	6.367%
Avg. Annual Savings (FYE 2017-2026):	\$30,215
Avg. Coupon of Refunded Bonds:	5.000%
True Interest Cost (TIC):	2.003%
Rates as of:	10/11/2016
Negative Arbitrage:	\$126,939

Preliminary Schedule

Preliminary SH 550 Refunding / Restructuring Schedule

OCTOBER							NOVEMBER							DECEMBER							JANUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5							1	2	3	4	5	6	7	
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23/30	24/31	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				
Date	Day						Event							Responsibility													
October 13, 2016	(Thursday)						Brief Board on SH550 refunding/restructuring plan of finance.							CCRMA, FA													
October 25, 2016	(Tuesday)						Brief Commissioners Court on SH550 refunding/restructuring plan of finance.							County, FA, BC													
October 25, 2016	(Tuesday)						Court approves Bond Order, Interlocal 550 Agreement (ILA) and Trust Agreement.							County, FA, BC													
October 27, 2016	(Thursday)						CCRMA approves ILA with County.							CCRMA, FA, CC													
November 1, 2016	(Tuesday)						Distribute first draft of Preliminary Official Statement (POS).							FA													
November 8, 2016	(Tuesday)						Receive comments from working group on first draft of POS.							County, BC													
November 9, 2016	(Wednesday)						Distribute second draft of POS.							FA													
November 9, 2016	(Wednesday)						Submit information to Rating Agencies.							FA													
November 16, 2016	(Wednesday)						Conference calls with Rating Agencies, if necessary.							County, FA													
November 17, 2016	(Thursday)						Receive comments from working group including TxDOT and Trustee on second draft of POS.							Working Group													
November 28, 2016	(Monday)						Receive ratings.							Rating Agencies													
November 28, 2016	(Monday)						TBD: Due diligence call (to be confirmed).							UC													
November 29, 2016	(Tuesday)						Print and distribute POS.							FA													
December 7, 2016	(Wednesday)						Price Bonds via negotiated sale.							UW, FA													
December 7, 2016	(Wednesday)						Pricing Officer signs Bond Purchase Agreement.							County, BC, FA													
December 8, 2016	(Thursday)						Submit final documents to Texas Attorney General.							BC													
December 28, 2016	(Wednesday)						Obtain Texas Attorney General Approval of Bonds.							AG, BC													
January 5, 2017	(Thursday)						Close, deliver Bonds, and receive funds.							UW, FA													

Preliminary VRF Refunding Schedule

OCTOBER							NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1																												
2	3	4	5	6	7	8																												
9	10	11	12	13	14	15	6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
							13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
23/30	24/31	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31	29	30	31				26	27	28					

Date Day Event Responsibility

October 13, 2016 **(Thursday)** **Present refunding plan of finance.** **FA**

October 27, 2016 **(Thursday)** **Board approves Parameters Order authorizing the issuance of the Refunding Bonds.** **RMA, BC, FA**

November 7, 2016 (Monday) Distribute first draft of Preliminary Official Statement (POS). FA

November 15, 2016 (Tuesday) Receive comments from working group on first draft of POS. Working Group

November 16, 2016 (Wednesday) Distribute second draft of POS. FA

November 16, 2016 (Wednesday) Submit information to Rating Agency. FA

November 28, 2016 (Monday) Receive comments from working group on second draft of POS. Working Group

November 30, 2016 (Wednesday) Conference call with Rating Agency. RMA, FA

Subject to market conditions

December 5, 2016 (Monday) Receive rating. Rating Agencies

January 3, 2017 (Tuesday) Print and distribute POS. FA

January 10, 2017 (Tuesday) Price Bonds via negotiated sale. UW, FA

January 10, 2017 **(Tuesday)** **Pricing Officer approves the sale of the Refunding Bonds.** **RMA, BC, FA**

January 11, 2017 (Wednesday) Submit final documents to Texas Attorney General. BC

February 8, 2017 (Wednesday) Obtain Texas Attorney General Approval of Bonds. AG BC

February 15, 2017 (Wednesday) Close, deliver Bonds, and receive funds. UW, FA

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