

THE STATE OF TEXAS §

COUNTY OF CAMERON §

BE IT REMEMBERED on the 09<sup>th</sup> day of November 2017, there was conducted a Regular Meeting of the Cameron County Regional Mobility Authority, at the CCRMA Administrative Office, 3470 Carmen Avenue, Suite 5 thereof, in Rancho Viejo, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

THE BOARD MET AT:

12:00 Noon

PRESENT:

FRANK PARKER, JR.  
CHAIRPERSON

DIRECTOR

HORACIO BARRERA  
DIRECTOR

DIRECTOR

MARK ESPARZA  
DIRECTOR

NAT LOPEZ  
DIRECTOR

DR. MARIA VILLEGAS, M.D.  
DIRECTOR

RUBEN GALLEGOS, JR.  
ABSENT

MICHAEL F. SCAIEF  
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 CCRMA Agenda posted and filed for Record in the Office of the County Clerk on this 6<sup>th</sup> day of November, 2017 at 10:15 A.M.



RECORDED  
PUBLIC RECORDS  
ON Nov 06, 2017 at 10:15A  
Document Number: 00001116

## **AGENDA**

Sylvia Garza-Perez  
County Clerk  
By  
Diana Gomez, Deputy  
Cameron County

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

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

**November 9, 2017**

**12:00 Noon**

#### **PUBLIC COMMENTS:**

- 1. Public Comments.**

#### **PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS:**

- 2. Presentations/Resolutions/Proclamations.**

- A. Presentation and Status of the SH 550 Gap 1 Project.**

#### **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:**

**October 12, 2017 – Regular Meeting.**

#### **ITEMS FOR DISCUSSION AND ACTION:**

- 4. Action Items.**

- A. Approval of Claims.**

- B. Consideration and Approval of Amended Cost Allocation Policies for the Cameron County Regional Mobility Authority.**
- C. Consideration and Approval of Work Authorization No. 1 with TECSIDEL, S.A. for the Pharr Reynosa International Bridge Toll Collection System.**
- D. Consideration and Approval of an Agreement between the Cameron County Regional Mobility Authority and Wildlife Management Services.**
- E. Consideration and Approval of Work Authorization No. 14 with S&B Infrastructure for Traffic Projections for the Outer Parkway Project.**
- F. Consideration and Approval of Work Authorization No. 15 with S&B Infrastructure for Traffic Projections for the SH 32 Project.**
- G. Consideration and Approval of Estimated SH 550 Gap 1 Contractor Pay Request for the month of October and authority to Release Payment once Approval from TxDOT is obtained.**
- H. Consideration and Approval of Change Order Number 3 with Toll Plus, Inc. for the implementation of the Pharr Reynosa Bridge.**
- I. Consideration and Approval of a Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, form of bond, and other matters pertaining to such series of bonds; approving the execution and delivery of transaction documents; ratifying the designation of Bond Counsel and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto.**

#### **EXECUTIVE SESSION:**

##### **5. Executive Session.**

- A. Confer with Legal Counsel regarding Cause No. 2014-DCL-02536-D, Cameron County Regional Mobility Authority v. MCAR Development, Ltd., (Parcel 8), pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (1)(A) and (B).**
- B. Discussion regarding possible acquisition of Right of Way for the South Padre Island 2<sup>nd</sup> Access Project, Parcel 3, Easements 3E and 4E, pursuant to V.T.C.A., Government Code, Section 551.072.**
- C. Confer with Legal Counsel regarding legal issues with providing services to the Hidalgo County Regional Mobility Authority, 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.

**ADJOURNMENT:**

Signed this 6<sup>th</sup> day of November 2017.

  
Frank Parker, Jr.  
Chairman

**NOTE:**

**Participation by Telephone Conference Call** – One or more members of the CCRMA Board of Directors may participate in this meeting through a telephone conference call, as authorized by Sec. 370.262, Texas Transportation Code. Each part of the telephone conference call meeting that by law must be open to the public shall be audible to the public at the meeting location and will be recorded. On conclusion of the meeting, the recording will be made available to the public.

**NOTE: Director Dr. Maria Villegas, M.D. called in via telephone.**

## **PUBLIC COMMENTS**

### **1 PUBLIC COMMENTS**

None were presented.

**NOTE: Director Barrera arrived at the meeting at 12:05 P.M.**

## **PRESENTATIONS, RESOLUTIONS AND/OR PROCLAMATION ITEMS**

### **2-A Presentation and Status of the SH 550 Gap 1 Project.**

Mr. Hector Lopez with S&B Infrastructure made a Power Point Presentation to the Board on the status of the SH 550 Gap 1 Project.

Director Esparza moved to acknowledge the Presentation and Status of the SH 550 Gap 1 Project. The motion was seconded by Director Barrera and carried unanimously.

**The Power Point Presentation 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:**

#### **October 12, 2017 – Regular Meeting**

Director Esparza moved to approve the minutes for October 12, 2017 Regular Meeting. The motion was seconded by Director Lopez and carried as follows:

AYE: Chairman Parker, Director Esparza, Director Lopez and Director Barrera.

NAY: None.

ABSTAIN: Director Dr. Maria Villegas, M.D.

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## **ACTION ITEMS**

### **4-A Approval of Claims**

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

Mr. Adrian Rincones, RMA Chief Financial Officer went over the Claims and presented into the record.

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

**The Claims are as follows:**

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### **4-B Consideration and Approval of Amended Cost Allocation Policies for the Cameron County Regional Mobility Authority.**

Mr. Pete Sepulveda, RMA Executive Director went over the item with the Board and explained to them the reason for the amendment.

Director Esparza moved to approve the Amended Cost Allocation Policies for the Cameron County Regional Mobility Authority. The motion was seconded by Director Barrera and carried unanimously.

**The Amended Policies are as follows:**

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### **4-C Consideration and Approval of Work Authorization No. 1 with TECSIDEL, S.A. for the Pharr Reynosa International Bridge Toll Collection System.**

Mr. Adrian Rincones, RMA Chief Financial Officer went over the item with the Board and the need for the Work Authorization.

Director Esparza moved to approve Work Authorization No. 1 with TECSIDEL, S.A. for the Pharr Reynosa International Bridge Toll Collection System. The motion was seconded by Director Lopez and carried unanimously.

**The Work Authorization is as follows:**

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**4-D Consideration and Approval of Agreement between the Cameron County Regional Mobility Authority and Wildlife Management Services.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board. Mr. Sepulveda informed further informed the Board that Wildlife Managements Services would serve as Support Services and would work closely with Staff and Engineers relating to the environmental process and procedures in the area of Environmental Project Development of projects. They will also assist with on-going permitting issues with the U.S. Corps of Engineers.

Director Lopez moved to approve the Agreement between the Cameron County Regional Mobility Authority and Wildlife Management Services. The motion was seconded by Director Barrera and carried unanimously.

**The Agreement is as follows:**

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**4-E Consideration and Approval of Work Authorization No. 14 with S&B Infrastructure for Traffic Projections for the Outer Parkway Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item the Board and explained to them the need of the Work Authorization for the Outer Parkway Project.

Director Esparza moved to approve Work Authorization No. 14 with S&B Infrastructure for Traffic Projections for the Outer Parkway Project subject to approval by the Texas Department of Transportation. The motion was seconded by Director Barrera and carried unanimously.

**The Work Authorization is as follows:**

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**4-F Consideration and Approval of Work Authorization No. 15 with S&B Infrastructure for Traffic Projections for the SH 32 Project.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board.

Director Esparza moved to approve Work Authorization No. 15 with S&B Infrastructure for Traffic Projections for the SH 32 Project. The motion was seconded by Director Lopez and carried unanimously.

**The Work Authorization is as follows:**

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**4-G Consideration and Approval of Estimated SH 550 Gap 1 Contractor Pay Request for the month of October and authority to Release Payment once Approval from TxDOT is obtained.**

Mr. Pete Sepulveda, Jr., RMA Executive Director went over the item with the Board.

Director Barrera moved to approve the Estimated SH 550 Gap 1 Contractor Pay Request for the month of October and authority to Release Payment once Approval from TxDOT is obtained. The motion was seconded by Director Esparza and carried unanimously.

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**4-H Consideration and Approval of Change Order Number 3 with Toll Plus, Inc. for the implementation of the Pharr Reynosa Bridge.**

Mr. Pete Sepulveda, Jr., RMA Executive Director, went over the item with the Board.

Director Esparza moved to approve Change Order Number 3 with Toll Plus, Inc. for the implementation of the Pharr Reynosa Bridge. The motion was seconded by Director Lopez and carried unanimously.

**The Change Order is as follows:**

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**4-I Consideration and Approval of a Resolution authorizing the issuance of Cameron County Regional Mobility Authority Vehicle Registration Fee Revenue Refunding Bonds; approval and designation of a Pricing Committee to determine the interest rates, maturity dates, form of bond, and other matters pertaining to such series of bonds; approving the execution and delivery of transaction documents; ratifying the designation of Bond Counsel and approving other Agreements related thereto; making other findings and provisions relating to the subject and matters incident thereto.**

Director Esparza moved to **TABLE** the item. The motion was seconded by Director Barrera and carried unanimously.

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## **EXECUTIVE SESSION ITEMS**

Director Barrera made a motion at 12:31 P.M. to go into Executive Session. The motion was seconded by Director Esparza and carried unanimously.

### **EXECUTIVE SESSION:**

- 5-A Confer with Legal Counsel regarding Cause No. 2014-DCL-02536-D, Cameron County Regional Mobility Authority v. MCAR Development, Ltd., (Parcel 8), pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (1)(A) and (B).**
- 5-B Discussion regarding possible acquisition of Right of Way for the South Padre Island 2<sup>nd</sup> Access Project, Parcel 3, Easements 3E and 4E, pursuant to V.T.C.A., Government Code, Section 551.072.**
- 5-C Confer with Legal Counsel regarding legal issues with providing services to the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Lopez moved to come back into open session at 12:41 P.M. The motion was seconded by Director Barrera and carried unanimously.

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**ACTION RELATIVE TO EXECUTIVE SESSION:**

- 6-A Confer with Legal Counsel regarding Cause No. 2014-DCL-02536-D, Cameron County Regional Mobility Authority v. MCAR Development, Ltd., (Parcel 8), pursuant to Vernon Texas Code Annotated (V.T.C.A.), Government Code, Section 551.071 (1)(A) and (B).**

Director Esparza moved to **TABLE** the item. The motion was seconded by Director Barrera and carried unanimously.

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- 6-B Discussion regarding possible acquisition of Right of Way for the South Padre Island 2<sup>nd</sup> Access Project, Parcel 3, Easements 3E and 4E, pursuant to V.T.C.A., Government Code, Section 551.072.**

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

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- 6-C Confer with Legal Counsel regarding legal issues with providing services to the Hidalgo County Regional Mobility Authority, pursuant to V.T.C.A. Government Code, Section 551.071(2).**

Director Esparza moved to acknowledge report of Counsel and proceed as discussed in Executive Session. The motion was seconded by Director Barrera and carried unanimously

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**ADJOURNMENT**

There being no further business to come before the Board and upon motion by Director Esparza and seconded by Director Lopez and carried unanimously the meeting was **ADJOURNED** at 12:43 P.M.

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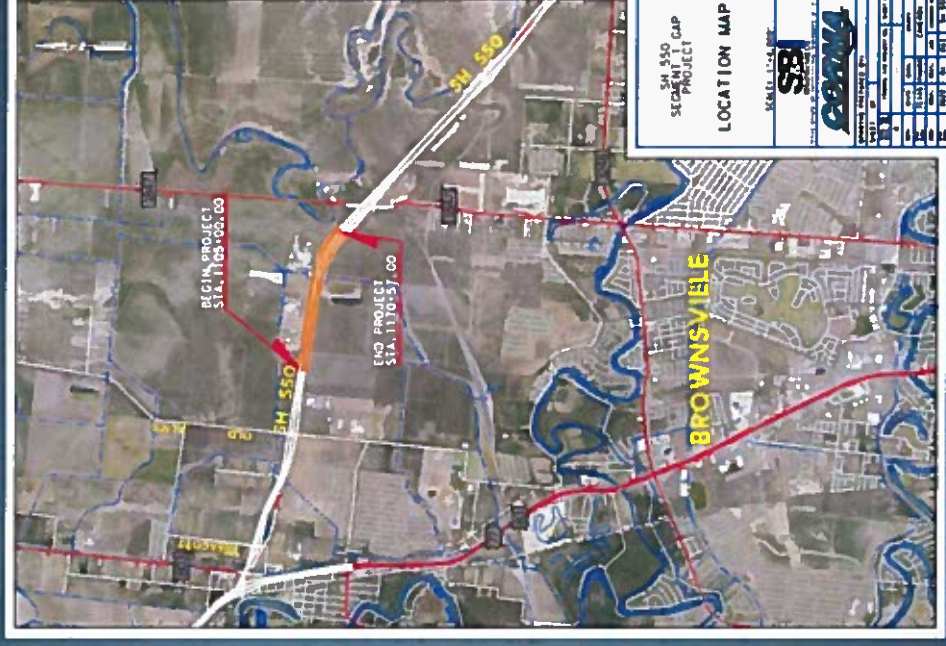
APPROVED this 15<sup>th</sup> day of Dec. 2017.

  
CHAIRMAN FRANK PARKER, JR.

**2-A PRESENTATION AND STATUS OF THE SH 550 GAP 1 PROJECT.**

# SH550 - GAP 1 PROJECT

- ▶ SH 550 GAP 1 (SBI Team tasked with PS&E and CM)
  - ▶ Limits from 0.53 miles east of Old Alice Road to 0.48 miles west of FM 1847, approx. 1.24 miles
- ▶ SH 550 Gap 1 Construction Items
  - ▶ Construction of tolled lanes with concrete pavement for the first "Gap" of SH 550.
  - ▶ Slope erosion repairs and bridge riprap repairs at FM 1847
  - ▶ Slope erosion repairs at Union Pacific Railroad Crossing
  - ▶ Bridge Construction on Southbound main lanes for Drain Ditch #3



# SH550 – GAP 1 PROJECT KEY DATES

- ▶ Bids Received on - January 31, 2017
- ▶ Acknowledgement from TxDOT received on 4/13/17 on Bid Analysis;
- ▶ Pre-Construction Meeting – July 6, 2017
- ▶ Notice To Proceed Issued – July 10, 2017
- ▶ Actual Construction Start Date – July 10, 2017
- ▶ 30% Complete as of October 25, 2017
- ▶ Anticipated Project Completion – Spring 2018

# SH550 – COMPLETION UP-TO-DATE

CONTRACTOR	% COMPLETE TO DATE
FOREMOST PAVING INC.	53.47%
ANDERSON COLUMBIA	0.00%
D&S CONSTRUCTION	9.29%
LEVY COMPANY	16.30%
GP7 CONSTRUCTION	54.23%
LAREDO STRIPING	48.67%
VALLEY STRIPING	18.76%

# SH550 – GAP 1 MAJOR ITEMS OF WORK

ITEM	UNIT	PROJECT TOTAL	QUANTITY COMPLETED TO DATE	% COMPLETE TO DATE
CONCRETE PILES	LF	1160.00	1144.50	100.0%
CAPS FORMED AND POURED	CY	49.60	49.60	100.0%
PRESTRESSED CONCRETE SLAB BEAMS	LF	708.00	0.00	0.0%
REINFORCED CONCRETE SLAB	CY	3645.00	0.00	0.0%
EMBANKMENT	CY	60,384.00	53,233.20	88.2%
CONCRETE PAVEMENT	SY	34,386.00	0.00	0.0%
HOT MIX ASPHALT PAVEMENT	TON	6,919.00	1365.33	19.7%

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



POURING ABUTMENT AT BENT #1 FACING NORTH  
EAST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



ABUTMENT AND CAPS AT BRIDGE COMPLETED  
FACING EAST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



PRIME COATING SUBGRADE AT NORTH BOUND  
LANE FACING NORTH WEST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



PLACING BOND BREAKER NORTH BOUND FACING  
WEST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



PLACING ROCK RIPRAP AT BRIDGE FACING SOUTH  
WEST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



LIME TREATING RAMP SECTION FACING EAST

# SH550 – GAP 1 BRIEF HISTORY IN PICTURES



PLACE REBAR FOR CONCRETE PAVING ON NORTH  
BOUND FACING SOUTH WEST

# SH550 – PAY ESTIMATE #4 – OCTOBER 2017

Estimate No. 4		
Original Contract Days	180	
Days Added by Change Order	0	
Total Contract Time	180	
Contract Days Previously Billed	46	
Contract Days this Period	13	
Days Remaining	121	
% Contract Time Used	32.78%	
Contract Amount		\$ 7,138,812.45
Change Order #1 Dollars		<del>\$ -14,700.00</del>
Change Order #2 Dollars		<del>\$ 9,615.00</del>
Revised Contract Amount		<del>\$ 7,123,727.45</del>
Previous Payments		\$ 1,730,522.02
Balance Due this Estimate		\$ 356,141.52
Net Amount Earned to Date		\$ 2,086,663.54
Percentage of Contract Billed to Date		29.23%
Balance of Contract		\$ 5,041,263.91 70.77%

# SH550 – GAP 1 PROJECT STAFFING

## BASED ON OCTOBER ESTIMATE

Local (RGV) Contractor Personnel – 35

Non-Local (RGV) Contractor Personnel – 4

Local (RGV) CM Personnel – 1 FTE

Total Personnel – 40 FTE

# SH550 – GAP 1 PAYMENT FUNDS DISTRIBUTION

## BASED ON OCTOBER ESTIMATE #3

Total Paid to Date (October 2017 Estimate) – \$2,086,663.54

Local (RGV) Contractor Payments – \$1,892,512.40 (90.69%)

Non-Local (RGV) Contractor Payments – \$194,151.14 (9.31%)  
(Guard Fencing and Crash Cushions (Laredo Striping) and  
BMP Environmental (D&S Const.), Electrical (Levy  
Company))

**4-A APPROVAL OF CLAIMS.**



## Admin Claims 11.9.17

Vendor ID	Vendor Name	Invoice Number	Cash Required	Invoice/Credit Description	Comments
Blanca C. Betancourt	Blanca C. Betancourt	BCB 11.2.17	55.20	Right of Way Employee reimbursement for carry case	
Brownsville Chamber	Brownsville Chamber of Commerce	22767	420.00	Bville Chamber Membership Renewal for 2018	
CSR Environmental &	CSR Environmental & Consulting LLC	4	3,000.00	Environmental & Consulting Services for SPI 2nd, SH32, West Rail and SH 550 Mitigation	
Foremost Paving	Foremost Paving Inc	4	356,511.64	SH550 GAP I construction October 2017	Pending final review from Staff and approval from TxDOT
HNTB	HNTB CORPORATION	4-62837-PL-008	1,442.33	Port Connector Environmental services	
PEDRO SEPULVEDA JR	PEDRO SEPULVEDA JR.	PSJ 11.6.17	223.41	Executive Director reimbursement for maps for meeting with TxDOT	
Professional Sports	Professional Sports Publications	7039209	9,750.00	USA Today U.S. Department of Transportation Special Ed. Magazine	
Rancho Viejo Pet	Rancho Viejo Pet Club LLC	Nov 2017	3,210.00	Monthly rent for admin offices for Nov 2017	
S&B	S&B Infrastructure, LTD	U1965.102/103-13	21,651.66	Mitigation Monitoring and Corrective Measures	
S&B	S&B Infrastructure, LTD	U2299.600-05	118,606.18	Outer Parkway Environmental and Preliminary Engineering	Checks will be released once funding has been received by TxDOT
S&B	S&B Infrastructure, LTD	U2299.600-06	28,522.54	Outer Parkway PE & Environmental Studies	Checks will be released once funding has been received by TxDOT
Sullivan Public Affa	Sullivan Public Affairs	CC102017	7,500.00	Consulting Services for Oct 2017	
Texas Regional	Texas Regional Bank	TRB Oct 2017	1,004,840.27	Line of Credit Interest Pmt as of 10.30.17 for Loan 101140087	Payment of Principal and Interest
The Herald	AIM Media Texas	40016751-1017	1,331.24	GEC RFQ Advertised with Bville Herald	
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	022140	1,520.00	General Legal Consulting Services for Oct 2017	
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	022141	1,042.06	Legal Consulting Services for Oct 2017	
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	022142	720.00	MCAR matters - Legal Consulting Services for Oct 2017	
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	022143	1,360.00	Legal Consulting Services for Oct 2017	
The Rentfro Law Fir	Rentfro, Irwin, & Irwin, P.L.L.C	022144	480.00	Revision of parcel 3, parcel 3E and parcel 4E - Legal Consulting Services for Oct 2017	
Xerox	Xerox	091119173	457.89	Printer rent for admin office	
ZIEGNER	ZIEGNER TECHNOLOGIES	103277	402.00	Hosting services for MIP accounting for Nov 2017	

Report Total 1,563,046.42

## Tolls Claims 11.9.17

Vendor ID	Vendor Name	Invoice/Credit Number	Cash Required	Invoice/Credit Description	Comments
Culligan	Culligan of the Rio Grande Valley	Oct 2017	125.90	Drinking water for Oct 2017	
Fagan Consulting	Fagan Consulting LLC	CCOS1709	25,821.89	Toll Operation Support and PRIB Project	
Fagan Consulting	Fagan Consulting LLC	CCOS1710	28,030.50	Toll Operations Support for Oct 2017	
Franco San Miguel	FRANCISCO J SANMIGUEL	FSM 11.3.17	233.80	IT/Toll Support emp travel reimbursement	
Franco San Miguel	FRANCISCO J SANMIGUEL	Sep 2017	2,000.00	Monthly maintenance services for SH550 for sep 2017	
gEXA eENERGY	Gexa Energy, LP	24218072 - DC	328.58	SH550 - FM1847 & DC Energy utilities for Oct 2017	
gEXA eENERGY	Gexa Energy, LP	24218072 - FM 1847	248.02	SH550 - FM1847 & DC Energy utilities for Oct 2017	
Kapsch	Kapsch TrafficCom Transportation NA, Inc	486018SI0011	13,390.31	Monthly TSI maintenance Kapsch Traffic	
Leons Contractors &	Leons Contractors & Construction	341708	350.00	Installation of parking signs in tolls office	
Maria Rangel	Maria Rangel	MR 11.7.17	2.34	RBP Customer refund for closure of account	
Matus Contractor Co	Matus Contractor Company	55	5,000.00	SH 550 cutting grass, garbage collection & application of herbicide	
Megashine	Megashine	1093	1,355.00	Janitorial services for Nov 2017	
Priscillano Delgado	Priscillano Delgado	10531	200.00	Lawn Care services for Nov 2017	
PUB	Public Utilities Board	PUB Oct '17 - 600710	250.91	SH 550 - DC Utilities for Oct 2017	
Raymundo Ramirez	Raymundo Ramirez	RR 11.7.17	3.68	RBP Customer refund for closing the account	
Reliant	Reliant	112009462737	396.59	Energy services for Tolls Office for Oct 2017	
S&B	S&B Infrastructure, LTD	U2299.200-12	65,007.83	Construction Management on SH550 GAP I	
Texas Department	Texas Department of Motor Vehicles	TxDMV Repl 10.27.17	10,000.00	TxDMV Escrow account replenishment	
Time Warner Cable	Time Warner Cable Business Class	0121858110117	1,839.09	Internet & Phone Services for Nov 2017	
TollPlus LLC	TollPlus LLC	017019	19,250.00	Print & Mail Enhancement BOS	
TollPlus LLC	TollPlus LLC	017038	14,335.00	BOS Maintenance & Support for Oct 2017	
TollPlus LLC	TollPlus LLC	TP LLC	89,758.03	Return of Deposit BOS Project	
US Post Master	US Post Master	USPS 11-7-17	15,000.00	USPS Replenishment Tolls	
Xerox	Xerox	091119174	288.48	Tolls office printer rental	
Xerox Corporation	Xerox Financial Services LLC	966536	1,000.77	Mail Dep Printer Rent for Oct 2017	

Report Total 294,216.72

**4-B CONSIDERATION AND APPROVAL OF AMENDED COST ALLOCATION  
POLICIES FOR THE CAMERON COUNTY REGIONAL MOBILITY  
AUTHORITY.**



# **COST ALLOCATION PLAN**

**2018 FISCAL YEAR**

**PREPARED IN ACCORDANCE WITH  
2 CFR PART 225, COST PRINCIPLES FOR STATE, LOCAL, AND  
INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)**

**JESUS ADRIAN RINCONES, CPA, CFE  
CHIEF FINANCIAL OFFICER**

DOCUMENT CONTROL

Revision #	Change Reason	Reviewer	QA Checked By	Status	Date Completed
1.0	Approved FY2018 Policy	Adrian Rincones		Final	9/29/17
2.0	Updated to include Environmental Staff as direct labor cost	Adrian Rincones		Final	11/3/17

# CAMERON COUNTY REGIONAL MOBILITY AUTHORITY COST ALLOCATION PLAN

## TABLE OF CONTENTS

	Page
OFFICIAL CERTIFICATION .....	2
ORGANIZATIONAL CHART .....	3
GENERAL COMMENTS	
NARRATIVE .....	4
DETAIL OF ALLOCATED COSTS .....	5
SUMMARY OF ALLOCATION BASIS .....	6



## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the Cost Allocation Plan submitted herewith and to the best of my knowledge and belief hereby certify that:

1. All costs included in this proposal to establish cost allocations or billings for the 2018 Fiscal Year are allowable in accordance with the requirements of 2 CFR Part 225 "Cost Principles for State, Local, and Indian Tribe Governments," (OMP Circular A-87) and the Federal/State Award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the Cost Allocation Plan.
2. All costs included in this proposal are properly allocable to Federal/State awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

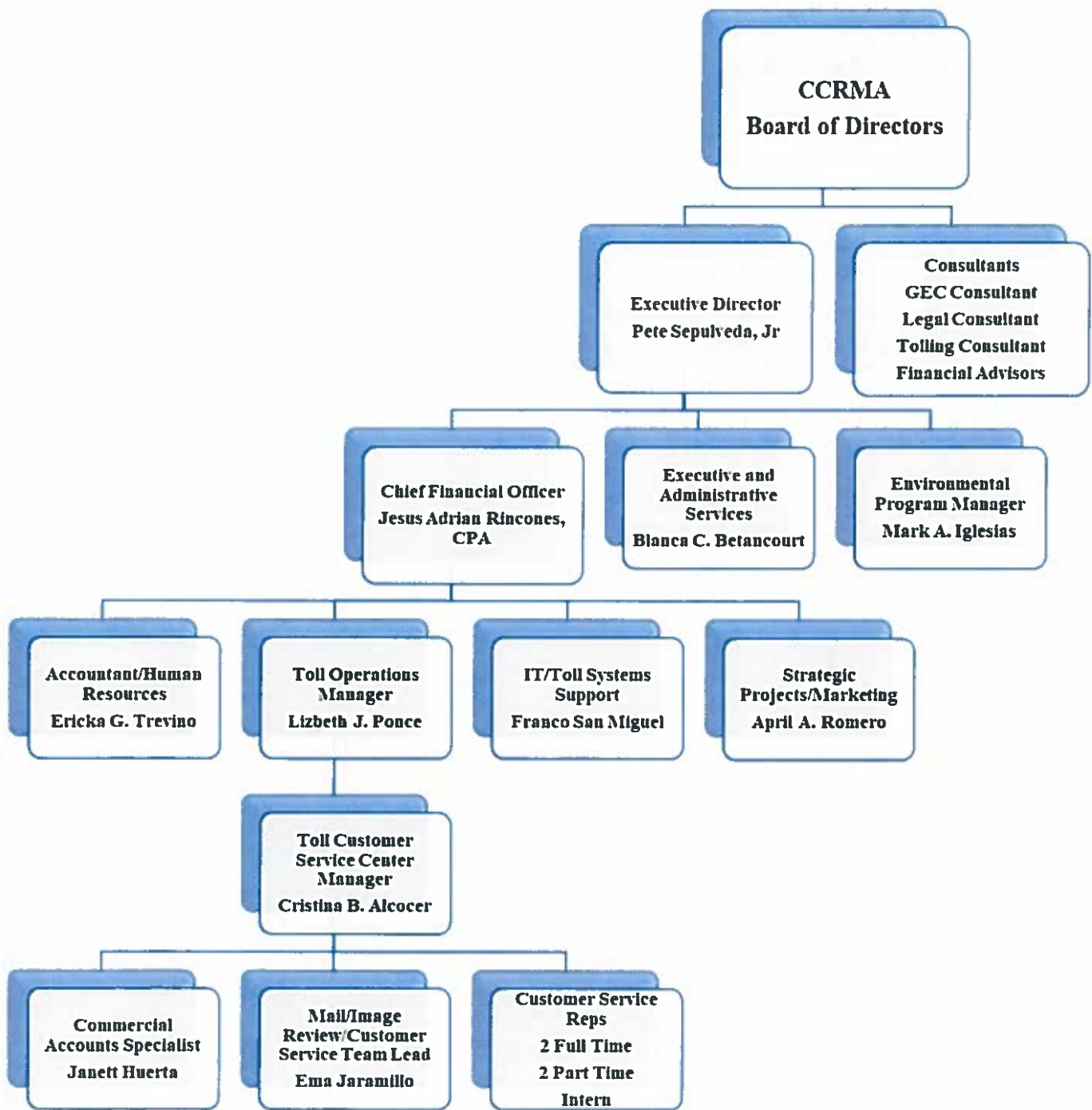
CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

X  \_\_\_\_\_

Jesus Adrian Rincones, CPA, CFE  
Chief Financial Officer

X 11/03/2017

Date



## NARRATIVE

The purpose of this Cost Allocation Plan is to summarize, in writing the methods and procedures the Cameron County Regional Mobility Authority (CCRMA) will use to allocate costs to various Projects, Grants, Contracts and Agreements.

2 CFR 225 (OMB Circular A-87), “Cost Principles for State, Local, and Indian Tribal Governments” establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and Federally-recognized Indian Tribal Governments. 2 CFR 225 is issued under the authority of the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended; the Chief Financial Officers Act of 1990; Reorganization Plan No. 2 of 1970; and Executive Order No. 11451 (“Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President”)

Factors Affecting Allowability of Cost under this Plan:

1. Be necessary and reasonable for proper and efficient performance and administration of Federal/State/Local funds.
2. Be allocable to awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State and Local laws or regulations.
4. Be consistent with policies, regulations, and procedures that apply to Federal/State/Local awards and other activities of the CCRMA.
5. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost and as an indirect cost for another federal award.
6. Be adequately documented and net of all applicable credits.

Composition of Cost:

Total cost is comprised of the allowable direct cost, plus its allocable portion of allowable indirect costs, less applicable credits.

Direct Costs – Costs that can be identified specifically with a particular final cost objective

Indirect Costs – Costs incurred for a common or joint purpose benefitting more than one cost objective, not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved

## **DETAIL OF ALLOCATED COSTS**

### **General Approach**

1. All allowable direct costs are charged directly to projects, programs, grants, contracts, etc...
2. Allowable direct costs that can be identified to more than one project are prorated individually as direct costs using a base appropriate to the particular cost.
3. All other allowable indirect costs as defined above are allocated to projects, programs, grants, contracts, etc. using a base that results in an equitable distribution.

### **CCRMA DIRECT COSTS**

Costs considered to be allocated as direct costs as mentioned and defined above, are as follows:

- Compensation of executive director
- Compensation of chief financial officer
- Compensation of environmental program manager
- Compensation of engineering staff
- Contractual project cost for the following professional services; engineering, legal, and other project related services
- Construction and construction management costs
- Project related equipment costs
- Preliminary engineering costs

- Plans, specifications, and engineering costs
- Right of way, utilities, and related costs
- Project related insurance costs
- Financing interest on construction projects
- Project legal costs

## CCRMA INDIRECT COSTS

Costs considered to be allocated as indirect costs as mentioned and defined above are as follows:

- Administrative and office personnel compensation & contractual labor
- Education & training
- Dues & membership costs
- Office supplies and other operational costs
- Audit costs
- Other professional services not directly related to projects
- Office & equipment rental costs

## SUMMARY OF ALLOCATION BASIS

In order for the CCRMA to promote fair and equitable sharing of indirect costs, recognize the full cost of services, and better manage its resources it must assign an allocation basis that can meet this objective. The allocation basis is designed to have a cause and effect relationship, uphold fairness, be measurable, and match the benefits received. The allocation basis used to determine the applicable direct and indirect costs necessary of allocation is the direct labor percentages of the executive director, chief financial officer, and environmental program manager.

Direct Labor is measured as a percentage of time or documented hours worked on each individual project. The percentage of total applicable direct labor costs per project is then used to allocate the total indirect costs allowable to each project. (See Example below)

## Example

	% of total Direct Labor Costs	Allocable Direct cost in \$	Allocable Indirect cost in \$	Total Allocated cost in \$
Project 1	50%	\$ 50	\$ 50	\$ 50
Project 2	25%	\$ 25	\$ 25	\$ 25
Project 3	25%	\$ 25	\$ 25	\$ 25
	100%	\$ 100	\$ 100	\$ 100

**4-C CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 1  
WITH TECSIDEL, S.A. FOR THE PHARR REYNOSA INTERNATIONAL  
BRIDGE TOLL COLLECTION SYSTEM.**

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY  
Toll Collection System Integration, Implementation, and Maintenance Agreement

**WORK AUTHORIZATION NO. 01  
TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND  
MAINTENANCE – PHARR REYNOSA INTERNATIONAL BRIDGE**

This Work Authorization No. 01 is made pursuant to the terms and conditions of the TOLL COLLECTION SYSTEM INTEGRATION, IMPLEMENTATION, AND MAINTENANCE AGREEMENT, effective October 12, 2017, hereinafter identified as the "Agreement", entered into by and between Cameron County Regional Mobility Authority (CCRMA) and Tecsidel, SA (Contractor). The Agreement is incorporated by reference as if fully set forth herein.

This Work Authorization No. 01 involves only the scope of services associated with the Pharr Reynosa International Bridge and International Bridge Project Scope of Work found in Sections 3.4 to 3.14 of *Attachment B Scope of Services* to the Agreement as well as the Technical Requirements and Responses found in, *Attachment C Contractor Proposal*, to the Agreement, hereinafter collectively referred to as the "PRIB Scope of Services".

**PART I. PRIB SCOPE OF SERVICES**

**1.1 COMMENCEMENT OF WORK PHASE 1.** The Contractor shall proceed with Phase I Implementation, which consists generally of the products and services required for integration of the Toll Collection System as further described in PRIB Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed I ("NTP I") by the CCRMA.

**1.2 PHASE I IMPLEMENTATION LIQUIDATED DAMAGES.**

(a) It is a material term and condition of the Agreement and Work Authorization No. 1 that the Toll Collection System be delivered, installed and placed into operation on the Project by no later than the Guaranteed Date set forth in Attachment A – Milestone Schedule.

(b) The parties acknowledge and agree that damages for such default on the part of the Contractor will be difficult to determine and that the maximum amount of liquidated damages payable to the CCRMA under this Section have been agreed to by the parties as a reasonable estimate of the CCRMA's economic loss. The liquidated damages payable to the CCRMA under this Section shall not be included in the calculation of determining the amount of damages applicable against the Cap as defined in the Agreement. The Contractor expressly acknowledges and agrees that the liquidated damages under this Section constitute a reasonable forecast of just compensation.

(c) Failure to timely complete Phase I by the Guaranteed Date shall result in liquidated damages being assessed by the CCRMA at a rate of \$3,600 per calendar day, unless specific time extensions have been requested by the Contractor and approved by CCRMA, at its sole discretion. CCRMA reserves the right to deduct the amount of liquidated damages from any funds due the Contractor. If retained funds or other funds due the Contractor are not sufficient to cover the liquidated damages, the Contractor or Surety

shall promptly pay the amount due. The Contractor's maximum liability under this Section over the term of this Agreement shall be capped at 25% of the total amount set forth in Attachment B – Price Schedule.

(d) Nothing contained in this section shall be construed as limiting the rights of CCRMA to additionally recover from the Contractor damages, specific performance, or any other available remedy including, but not limited to, any or all payments which become due to CCRMA for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials.

1.3 COMMENCEMENT OF WORK PHASE 2. The Contractor shall proceed with Phase 2 Maintenance, which consists generally of the products and services required for maintenance of the Toll Collection System as further described in PRIB Scope of Services along with any other products or services reasonably required, upon the issuance of Notice to Proceed 2 ("NTP 2") by the CCRMA.

1.4 PHASE 2 MAINTENANCE LIQUIDATED DAMAGES.

(a) Notwithstanding anything to the contrary in this Part 1, if any Performance Measure or anything else described in PRIB Scope of Services fails to be met, then the Contractor shall be liable to the CCRMA for liquidated damages. The maximum amount of liquidated damages the CCRMA may collect for its economic loss for each separate Performance Measure failure shall be equal to the then payable Monthly Fee. The Contractor's maximum liability under this Section over the term of this Agreement shall be capped at 25% of the average Monthly Fee payable multiplied by sixty (60).

(b) The parties acknowledge and agree that damages for such default on the part of the Contractor will be difficult to determine and that the maximum amount of liquidated damages payable to the CCRMA under this Section have been agreed to by the parties as a reasonable estimate of the CCRMA's economic loss. The liquidated damages payable to the CCRMA under this Section shall not be included in the calculation of determining the amount of damages applicable against the Cap as defined in the Agreement. The Contractor expressly acknowledges and agrees that the liquidated damages under this Section constitute a reasonable forecast of just compensation.

(c) Nothing contained in this section shall be construed as limiting the rights of CCRMA to additionally recover from the Contractor damages, specific performance, or any other available remedy including, but not limited to, any or all payments which become due to CCRMA for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials.

PART II. INVOICING AND PAYMENT

2.1 PHASE I INVOICING AND PAYMENT. The Contractor has submitted a price proposal, set forth in Attachment B – Price Proposal, which was accepted by the CCRMA. The following process shall apply to invoicing and payment:

(a) Milestone Payments:

(1) CCRMA's payment of the Milestone Payments shall be made based upon the Milestone Payment structure set forth in Attachment A – Milestone Schedule hereto. Within fifteen (15) business days after the CCRMA's receipt of a complete Milestone Draw Request pursuant to Section 2.1(b) below, the CCRMA will review the Milestone Draw Request and shall notify the Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Milestone Draw Request. Within forty five (45) days after the CCRMA's

approval of a Milestone Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(b) Delivery of Milestone Draw Request

(1) Contractor may submit a Milestone Draw Request for Milestone Payments not more frequently than monthly. To request a Milestone Payment, Contractor shall deliver to the CCRMA one electronic copy of a Milestone Draw Request meeting all requirements specified herein except as otherwise approved in writing by the CCRMA. Each Milestone Draw Request shall be executed by a designated and authorized representative of Contractor appointed by Contractor to have such authority in accordance with this Agreement. Contractor acknowledges that the CCRMA may obtain funding for portions of Phase 1 Implementation from the federal government, local agencies and other third parties, and Contractor agrees to segregate Milestone Draw Requests for Phase 1 Implementation in a format reasonably requested by the CCRMA and with detail and information as reasonably requested by the CCRMA. A separate Milestone Draw Request shall be required for each Milestone. Each Milestone Draw Request shall be organized to account for applicable reimbursement requirements, including an allocation for any reimbursements with respect to applicable insurance and/or bonds, and to facilitate the reimbursement process.

(c) Contents of Milestone Draw Request

(1) Each Milestone Draw Request shall contain the following items:

- (a) Milestone Draw Request cover sheet;
  - (b) Description of the status of all completed Milestones, as of the date of the Milestone Draw Request;
  - (c) Payments which are then due in accordance with the Milestone Payment structure, as of the date of the Milestone Draw Request;
  - (d) A monthly progress report(s) for the applicable Milestone as of the date of the Milestone Draw Request;
  - (e) Certification by the Contractor that all requirements which are the subject of the Milestone Draw Request fully comply with the requirements of the Agreement Documents subject to any exceptions identified in the certification;
  - (f) Milestone Draw Request data sheet(s) and supporting documents, as required by the CCRMA to support and substantiate the amount requested, including prior written approval of the CCRMA for Milestone Deliverables for each Milestone Payment included in the Milestone Draw Request, if any;
  - (g) An approved and updated Project Schedule for the applicable Milestone;
- and
- (h) Such other items as the CCRMA reasonably requests.

(2) In addition, no Milestone Draw Request shall be considered complete unless it: (1) describes in detail the status of completion as it relates to the Project Schedule for the applicable Milestone; (2) sets forth in detail the related payments which are then due in accordance with the Project Schedule for

the applicable Milestone, as of the end of most recent prior Milestone Draw Request, including detailed itemization for any payments with respect to applicable insurance and/or bonds; (3) in the case of amounts to be paid on a unit price basis, includes invoices, receipts or other evidence establishing the number of units delivered; (4) in the case of amounts invoiced on a time and materials basis, includes all supporting documentation described in the Agreement Documents; and (5) sets forth in detail the amounts paid to Subcontractors (including suppliers and sub-subcontractors) from the payments made by the CCRMA to the Contractor with respect to the most recent prior Milestone Draw Request, including executed unconditional waivers of claims with respect to all amounts so paid.

(a) Milestone Draw Request Cover Sheet Contents

(1) The Milestone Draw Request cover sheet shall include the following:

- (a) Milestone number and title;
- (b) Request number (numbered consecutively starting with "1");
- (c) Total amount earned to date for the applicable Milestone, as well as for the overall Project; and
- (d) Authorized signature, title of signer, and date of signature.

(b) Partial Payments.

(1) In the event all requirements for a particular Milestone are not achieved by the applicable Guaranteed Date set forth in Attachment A – Milestone Schedule, and subject to the Assignment and Guaranty made herein, the Contractor may submit an invoice for payment to the CCRMA, showing the approximate quantities of work done and all permanent materials and equipment furnished but not incorporated in the work, up to the date of such certificate, and the value of such materials and equipment as security for the fulfillment of this Agreement by the Contractor until the completion of the particular Milestone. At the sole discretion of the CCRMA, the CCRMA may pay all or a portion of such invoice within forty five (45) days to the Contractor while carrying on the work.

(c) Releases.

(1) Appropriate final release forms and other required documentation shall be completed by the Contractor and approved by the CCRMA. CCRMA shall retain from the last milestone payment of Phase 1 the total contracted amount including change orders for subcontractors until the Contractor provides sufficient evidence that all of the subcontractors have been paid in full. The Contractor agrees that the determination of sufficient evidence shall be made by the CCRMA in its sole and absolute discretion. The acceptance by the Contractor of payment of the final Milestone Payment shall operate as and be a release to the CCRMA and its agents from all claims of, or liability to, the Contractor for anything done or furnished or omitted to be done or furnished for or relating to Phase 1 Implementation, or any act of the CCRMA to the Contractor or any corporation or person arising from Phase 1 Implementation.



(d) Assignment and Corporate Guaranty.

(1) Upon executing Work Authorization No. 1, the Contractor hereby assigns all of its right, title, and interest in the total contracted amount, including any future change orders, to the CCRMA subject to the terms and conditions of this section 2.1(c)(2)(d). Notwithstanding any other provision of the Agreement or Work Authorization No. 1, no amount for any Partial Payment or the Final Payment shall be due and owing to the Contractor until the Contractor first demonstrates to the CCRMA, with sufficient evidence, that all subcontractors have been paid in full for each draw request submitted to the CCRMA. The Contractor expressly agrees that the determination by the CCRMA of sufficient evidence shall be made by the CCRMA in its sole and absolute discretion. The Contractor shall provide written status reports, at least one (1) time per month, to the CCRMA that detail the status of payments with the subcontractors along with the subcontractors' progress of their work. Notwithstanding any other provision herein, the CCRMA reserves the right to make payments out of the total contracted amount, including change orders, to amounts due and owing to the subcontractors.

(2) The Contractor, hereinafter "Guarantor", agrees to pay, when due or declared due, the amounts owed to the subcontractors (the "Guaranteed Indebtedness"), as follows:

(a) Guarantor waives (a) diligence in preserving liability of any person on the Guaranteed Indebtedness and in collecting or bringing suit to collect the Guaranteed Indebtedness; (b) all rights of Guarantor under chapter 43 of the Texas Civil Practice and Remedies Code, section 17.001 of the Texas Civil Practice and Remedies Code, and 51.005 of the Texas Property Code; (c) protest; (d) notice of extensions, increases, renewals, or rearrangements of the Guaranteed Indebtedness; and (e) notice of acceptance of this guaranty, of creation of the Guaranteed Indebtedness, of failure to pay the Guaranteed Indebtedness as it matures, of any other default, of adverse change in Borrower's financial condition, of release or substitution of collateral, of intent to accelerate, of acceleration, and of subordination of Lender's rights in any collateral, and every other notice of every kind. Guarantor's obligations under this guaranty will not be altered nor will Lender be liable to Guarantor because of any action or inaction of Lender in regard to a matter waived or of which notice is waived by Guarantor in the preceding sentence.

(b) Guarantor agrees to pay reasonable attorney's fees and other collection costs if an attorney is retained to enforce this guaranty for collection. This guaranty is an absolute, irrevocable, unconditional, and continuing guaranty of payment and performance and not of collection. The CCRMA's action or inaction with respect to any right under the law or any agreement will not alter the obligation of Guarantor hereunder.

(c) Guarantor consents and acknowledges that Guarantor's obligations will not be released by (a) the renewal, extension, or modification of the Guaranteed Indebtedness or any of the Agreement Documents or Work Authorizations; (b) the insolvency, bankruptcy, liquidation, or dissolution of any other obligor; (c) the failure of the CCRMA to properly obtain, perfect, or preserve any security interest or lien in any collateral for the Guaranteed Indebtedness; (d) the release, substitution, or addition of any collateral for the Guaranteed Indebtedness; or (e) the failure of the CCRMA to exercise diligence, commercial reasonableness, or reasonable care in the preservation, enforcement, or sale of any of the collateral.

(d) This guaranty binds Guarantor and Guarantor's successors and assigns, and it benefits and may be enforced by the CCRMA and the CCRMA's successors and assigns. When the context requires, singular nouns and pronouns include the plural. This guaranty will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The provisions of this guaranty are severable. If a court of competent jurisdiction finds that any provision of this guaranty is

unenforceable, then the remaining provisions will remain in effect without the unenforceable parts. FINAL AGREEMENT: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

TECSIDEL S.A. Corp.

By: \_\_\_\_\_  
Printed Name/Title

TECSIDEL S.A.

By: \_\_\_\_\_  
Printed Name/Title

## 2.2 PAYMENT TERMS PHASE II MAINTENANCE.

(a) Within ten (10) days of the last day of each month, Contractor shall deliver to the CCRMA one copy of a Maintenance Price Draw Request for the Monthly Fee meeting all requirements specified herein except as otherwise approved in writing by the CCRMA. Each Maintenance Price Draw Request shall be executed by a designated and authorized representative of Contractor appointed by Contractor to have such authority in accordance with this Agreement. Contractor acknowledges that the CCRMA may obtain funding for portions of Phase 2 Maintenance from the federal government, local agencies and other third parties, and Contractor agrees to segregate Maintenance Price Draw Requests for all such work in a format reasonably requested by the CCRMA and with detail and information as reasonably requested by the CCRMA.

(b) Each Maintenance Price Draw Request must contain the following items:

- (1) Maintenance Price Draw Request cover sheet;
- (2) Monthly Maintenance Report;
- (3) Certifications in form acceptable to the CCRMA that Phase 2 Maintenance conforms to the Agreement Documents;
- (4) Maintenance Price Draw Request data sheet(s), documents and summary that support and substantiate the Performance Measures have been met, including prior written approval of the CCRMA confirming the Performance Measures have been met; and
- (5) Submitted and approved changes to the Phase 2 Maintenance if applicable.

(c) Within fifteen (15) business days after the CCRMA's receipt of a complete Maintenance Price Draw Request, the CCRMA will review the Maintenance Price Draw Request, as applicable, and all attachments and certificates thereto for conformity with the requirements of the Agreement Documents, and shall notify Contractor of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Maintenance Price Draw Request. Within forty five (45) days after the CCRMA's approval of a Maintenance Price Draw Request, the CCRMA shall pay Contractor the amount approved for payment in respect of such request.

(d) In the event the CCRMA, in good faith, disputes any invoiced amount, the CCRMA shall have the right to withhold or deduct payment of such disputed amount without incurring any interest provided that the CCRMA has provided the Contractor with written notice of the amount in dispute and the reason therefore. No greater than thirty (30) days after Contractor's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the

invoice dispute. If the parties cannot agree on such dispute, such dispute will be handled in accordance with the Agreement.

(e) In the event the performance of Phase 2 Maintenance is not in conformity with the requirements specified in the Agreement Documents, the Monthly Fee due for the subsequent month in which the event occurred will be withheld without incurring any interest charges until such time as the Contractor corrects or otherwise rectifies the nonconformity. The CCRMA reserves the right to withhold all or a portion of such Monthly Fee, depending on the severity of the problem. The CCRMA shall give notice and a full description of the problem to the Contractor prior to withholding the payment. If the Contractor does not agree with the CCRMA's decision to withhold such payments, such dispute will be handled in accordance with the Agreement.

### PART III TERM OF WORK AUTHORIZATION.

#### 3.1 TERM.

Unless otherwise terminated pursuant to the Agreement, the initial term of this Work Authorization shall commence on the Effective Date hereof, ending on the date occurring five (5) years from the date NTP 2 is issued, as described in PRIB Scope of Services. At the sole discretion of the CCRMA, this Agreement may be renewed for a period of five (5) additional years, upon the same terms and conditions stated in the Agreement Documents.

### PART IV SECURITY FOR PAYMENT AND FOR PERFORMANCE.

#### 4.1 LETTER OF CREDIT.

In accordance with TEX. TRANSP. CODE § 370.315, the CCRMA determined that the Letter of Credit attached hereto and incorporated by reference is adequate to protect the CCRMA and to assure performance of all of the Contractor's obligations to the CCRMA and to subcontractors providing labor, material, or other services for Work Authorization No. 1. Notwithstanding the foregoing, the CCRMA reserves the right to require the Contractor to obtain a Payment Bond, Performance Bond, or Maintenance Bond, or comply with any other requirement of Article 21 of the Agreement, in the event that the CCRMA determines that it would be more adequately protected if the Contractor complied with the requirements of Article 21 of the Agreement.

### PART V MISCELLANEOUS.

5.1 In the event of a question as to the interpretation of any provision of the Agreement or Work Authorization No. 1, the provision shall not be construed against the drafting party.

5.2 In the event any one or more of the provisions contained in Work Authorization No. 1 shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Work Authorization No. 1 shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.3 All other terms and conditions of the Agreement shall remain in full force and effect.

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement and is hereby accepted and acknowledged below

CONTRACTOR:

CCR/MA:

TECSIDEL, SA.

CAMERON COUNTY REGIONAL MOBILITY AUTHORITY

By: Michele G. [Signature]  
Signature  
A circular blue ink stamp. The outer ring contains the text "TECSIDEL" at the top and "Sales Manager" at the bottom. The center of the stamp contains a handwritten signature, which appears to be "Michele G. [unclear]".

Printed Name

Sales Manager

Title

11/09/17

Date

By: Frank Parker Jr. [Signature]

Signature

Frank Parker Jr.

Printed Name

Chairman

Title


11/9/2017

Date

**"ATTACHMENT A"**  
**MILESTONE SCHEDULE**  
**WORK AUTHORIZATION NO. 01**

**CCRMA Contract Schedule for Phase 1 & Phase 2**  
**(Development + Maintenance and Support)**

<b>Total Contract Value for Phase 1</b>				<b>\$693,232</b>
<b>Milestone #</b>	<b>Billing Mile Stone Description</b>	<b>Unit</b>	<b>Billing Amount</b>	<b>Days + NTP</b>
	<b>Development</b>			
1	Mobilization (due at NTP)	7.5%	\$51,992.41	NTP + 0
2	Approved Project Schedule, BOM, Project Management Plan, Quality Management Plan	10%	\$69,323.21	NTP + 30
3	Software Development Plan, Security Plan, Preliminary SDD, Preliminary Master Test Plan, Preliminary RTM	5%	\$34,661.61	NTP + 60
4	Updated SDD, RTM, Final ICDs, FAT Test Plan, Final Master Test Plan	10%	\$69,323.21	NTP + 90
5	Successful Completion of Factory Acceptance Testing	25%	\$173,308.04	NTP + 120
6	Acceptance of Training plan, Maintenance plan, Disaster recovery plan, Commissioning Plan, User and Administration Manual	10%	\$69,323.21	NTP + 150
7	Successful completion of SIT and System Commissioning	20%	\$138,646.43	NTP + 180
8	Successful completion of System Acceptance Testing & Approval of As-Built Documents	12.5%	\$86,654.02	NTP + 210
<b>Milestone #</b>	<b>Maintenance and Support (Phase 2)</b>	<b>Monthly</b>	<b>Total Amount</b>	
1	Year 1	\$2,500.00	\$30,000.00	
2	Year 2	\$2,575.00	\$30,900.00	
3	Year 3	\$2,652.25	\$31,827.00	
4	Year 4	\$2,731.82	\$32,781.81	
5	Year 5	\$2,777.71	\$33,332.54	

  
 Michele Ganz  
 TECSIDEL  
 Sales Manager

# **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**



## **TOLL SYSTEM INTEGRATION AND MAINTENANCE PROPOSAL**

**JULY 31<sup>ST</sup>, 2017 • 5:00 p.m.**

**SECTION 5  
(ORIGINAL)**

**TECSIDEL, S.A.**

**Designated contact:** *Gabriele Cangialosi*

CASTANYER 29, 08022 BARCELONA. ESPAÑA

TEL: +34 93 292 21 10 FAX: +34 93 292 28 28

[HTTP://WWW.TECSIDEL.COM/](http://www.tecsidel.com/)



## CCRMA Bridge TCS Procurement Project Summary Pricing Schedule

Pricing Component		Price
<b>Schedule A: Implementation Services</b>		<b>\$367.287,42</b>
1,0	Subtotal: Project Initiation	\$ 50.313,55
2,0	Subtotal: System Requirements and Design	\$ 35.873,24
3,0	Subtotal: Implementation	\$ 238.220,64
4,0	Subtotal: Project Management	\$ 42.880,00
<b>Schedule B: Hardware</b>		
1,0	Subtotal: Bridge System Hardware	<b>\$201.944,72</b>
<b>Schedule C: Software</b>		
1,0	Subtotal: Bridge System Software	<b>\$124.000,00</b>
<b>Schedule D: Maintenance</b>		<b>\$158.841,35</b>
1,0	Maintenance and Warranty Period	\$ 30.000,00
2,0	1st Maintenance Period	\$ 30.900,00
3,0	2nd Maintenance Period	\$ 31.827,00
4,0	3rd Maintenance Period	\$ 32.781,81
5,0	4th Maintenance Period	\$ 33.332,54
<b>Total Price Proposal For Evaluation Purposes</b>		<b>\$852.073,50</b>



*[Handwritten mark]*

**Schedule A: Implementation Services Pricing**

Using the table below, enter the total Firm Fixed Price for ALL implementation services necessary to meet the requirements in the RFP. All days are expressed in calendar days.

#	Project Milestone or Project Deliverable	UOM	When Due	Quantity	Unit Price	Extended Price
<b>Project Initiation</b>						
1	Project Implementation Schedule	Lump Sum	30 Days After NTP	1	\$7,016	\$7,016
2	Project Management Plan	Lump Sum	30 Days After NTP	1	\$7,016	\$7,016
3	Security Plan	Lump Sum	90 Days After NTP	1	\$7,016	\$7,016
4	Payment Bond	Lump Sum	30 Days After NTP	1	\$14,632	\$14,632
5	Performance Bond	Lump Sum	30 Days After NTP	1	\$14,632	\$14,632
<b>Subtotal: Project Initiation</b>						<b>\$60,314</b>
<b>System Requirements and Design</b>						
6	Requirements Traceability Matrix (RTM)	Lump Sum	30 Days Prior to FAT	1	\$9,192	\$9,192
7	System Detailed Design Document (SDD)	Lump Sum	30 Days Prior to FAT	1	\$9,192	\$9,192
8	System Detailed Design Document - Interface Control Documents (ICD)	Lump Sum	30 Days Prior to FAT	1	\$8,744	\$8,744
9	System Detailed Design Document - Reports	Lump Sum	30 Days Prior to FAT	1	\$8,744	\$8,744
<b>Subtotal: System Requirements and Design</b>						<b>\$35,873</b>
<b>Implementation</b>						
10	Applications Installed and Configured	Lump Sum	Per Approved Schedule	1	\$71,598	\$71,598
11	Bridge Interfaces Complete	Lump Sum	Per Approved Schedule	1	\$19,897	\$19,897
12	Reports Complete	Lump Sum	Per Approved Schedule	1	\$7,324	\$7,324
13	Master Test Plan	Lump Sum	60 Days After NTP	1	\$7,324	\$7,324
14	Factory Acceptance Test (FAT) Plan	Lump Sum	30 Days Prior to FAT	1	\$13,100	\$13,100
15	System Integration Test (SIT) Plan	Lump Sum	30 Days Prior to SIT	1	\$11,500	\$11,500
16	System Acceptance Test (SAT) Plan	Lump Sum	30 Days Prior to SAT	1	\$26,002	\$26,002
17	Factory Acceptance Test (FAT) Report	Lump Sum	15 Days After Completion of FAT	1	\$7,324	\$7,324
18	System Integration Test (SIT) Report	Lump Sum	15 Days After Completion of SIT	1	\$7,324	\$7,324
19	System Acceptance Test (SAT) Report	Lump Sum	15 Days After Completion of SAT	1	\$7,324	\$7,324
20	Training Plan and Training Materials	Lump Sum	30 Days Prior To "Go-Live"	1	\$14,892	\$14,892
21	System Manuals (To Include:) - User Manual - Administrator Manual	Lump Sum	30 Days Prior To Commissioning	1	\$8,360	\$8,360
22	Disaster Recovery Plan	Lump Sum	30 Days Prior To Commissioning	1	\$7,324	\$7,324
23	Maintenance Plan	Lump Sum	30 Days Prior To Commissioning	1	\$7,324	\$7,324
24	Go-Live Plan	Lump Sum	30 Days Prior To Commissioning	1	\$6,978	\$6,978
25	As-Built System Design Documents	Lump Sum	60 Days After Commissioning	1	\$14,632	\$14,632
<b>Subtotal: Implementation</b>						<b>\$239,221</b>
<b>Project Management</b>						
26	Project Management For Implementation, System Requirements and Design, and Implementation	Per Month	Ongoing	6	\$7,147	\$42,880
<b>Subtotal: Project Management</b>						<b>\$42,880</b>
<b>Total: Implementation Services</b>						<b>\$367,287</b>

Michele Ganz  
TECSIDEL  
Director General



### Schedule B: Hardware Pricing (4 LANES)

Using the table below, enter the total Firm Fixed Price for ALL hardware components necessary to meet the requirements in the RFP. Add as many lines as necessary to include all hardware pricing.

Pricing for spares during the Maintenance period shall be identical to the pricing indicated in the Proposer's submitted Price Proposal form, Schedule B Hardware.

Components listed below should include all hardware required to implement 4 lanes.

#	Hardware Component	UOM	Quantity	Unit Price	Extended Price
<b>B-6 Bridge TCS Hardware</b>					
1	Outdoor technical booth	U	4	\$3,624	\$14,497
2	Lane controller	U	4	\$1,676	\$6,702
3	PLC	U	4	\$475	\$1,899
4	Router	U	4	\$1,240	\$4,960
5	UPS	U	4	\$534	\$2,136
6	Switch	U	4	\$129	\$518
7	Operator Touch Screen	U	4	\$657	\$2,630
8	Printer	U	4	\$372	\$1,489
9	IP Phone - Ipefona	U	4	\$114	\$457
10	Barcode reader	U	4	\$270	\$1,078
11	Dome camera	U	4	\$387	\$1,549
12	Lane Open/Close Signal	U	4	\$4,000	\$16,000
13	Fare Display	U	4	\$3,080	\$12,319
14	Exit Traffic Lights	U	4	\$698	\$2,783
15	Acoustic/Optical Alert	U	4	\$219	\$877
16	Exit Barrier	U	4	\$3,536	\$14,145
17	Magnetic Loop	U	8	\$144	\$1,155
18	PostDAC - Laser Separator	U	4	\$5,680	\$22,722
19	PostDAC - Laser and Photocells	U	4	\$1,461	\$5,843
20	RFID Antenna for TAG reading	U	4	\$1,522	\$6,087
21	RFID reader for Antenna	U	4	\$14,557	\$58,226
23	Plaza Server + SQL Standard	U	1	\$17,043	\$17,043
24	Workstation	U	2	\$1,181	\$2,362
25	Rack cabinet	U	1	\$1,704	\$1,704
26	UPS Plaza 3 kva	U	1	\$1,525	\$1,525
27	Switch 52 ports	U	1	\$1,125	\$1,125
28	IP Phone	U	1	\$114	\$114
IMPORTANT: Insert All New Lines Above This Row					
<b>Subtotal Bridge TCS Hardware</b>					<b>\$201,945</b>



*Handwritten mark/initials*



### Schedule C: Software Pricing (4 LANES)

Using the table below, enter the total Firm Fixed Price for ALL software components necessary to meet the requirements in the RFP. Add as many lines as necessary to include all software pricing.

Components listed below should include all software required to support 4 lanes.

#	Software Component	UOM	Quantity	Unit Price	Extended Price
<b>C-5 Bridge TCS Software</b>					
1	Lane license	u	4	\$6.000	\$24.000
2	MCS license	u	1	\$20.000	\$20.000
3	TMMS+ license	u	1	\$80.000	\$80.000
<b>Subtotal Bridge TCS Software</b>					<b>\$124.000</b>



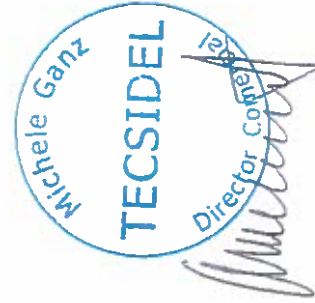


### Schedule D: Maintenance and Price (4 LANES)

Using the table below, enter the total Firm Fixed Price for ALL maintenance and support services to meet the requirements in the RFP

Services listed below should include all hardware required to maintain and support 4 lanes.

#	Maintenance Component	Maintenance and Warranty Period (Year 1)			1st Maintenance Period (Year 2)			2nd Maintenance Period (Year 3)			3rd Maintenance Period (Year 4)			4th Maintenance Period (Year 5)		
		Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price
1	Network Systems Maintenance	\$1,050	12	\$12,600	\$1,082	12	\$12,978	\$1,114	12	\$13,367	\$1,147	12	\$13,768	\$1,182	12	\$14,181
2	Bridge TCS Hardware Maintenance	\$350	12	\$4,200	\$381	12	\$4,572	\$371	12	\$4,452	\$382	12	\$4,584	\$394	12	\$4,727
3	Bridge TCS software maintenance. Includes all Bridge TCS application and system software (e.g. Lane Controller, Database, PHS, MOMS, etc.).	\$1,100	12	\$13,200	\$1,133	12	\$13,596	\$1,167	12	\$14,004	\$1,202	12	\$14,424	\$1,202	12	\$14,424
Subtotal Annual Maintenance Price				\$30,000			\$30,900			\$31,827			\$32,782			\$33,333





### Schedule E: Additional lane pricing

Using the table below, enter the prices for installation of an additional PRIB lane that may be installed during the term of the contract that are over and above items specified on Schedules A - C. Prices are to be inclusive of all hardware, software, materials, equipment, and labor necessary to install and test a lane structure.

Items below are suggestions only.

#	Additional lane component	UOM	Quantity	Unit Price	Extended Price
<b>E PRIB TCS additional lane components</b>					
1.0	Hardware - Materials / Equipment		1	\$44,518	\$44,518
2.0	Program Management		1	\$1,200	\$1,200
3.0	Software Design & System Documentation		1	\$1,104	\$1,104
4.0	System Software changes to add lane		1	\$6,000	\$6,000
5.0	System Integration and Testing		1	\$1,840	\$1,840
6.0	Installation		1	\$14,878	\$14,878
IMPORTANT: Insert All New Lines Above This Row					
<b>Subtotal for additional PRIB lane</b>					<b>\$69,540</b>



**Table F: Maintenance and Price (additional lane)**

Table below, enter the prices for maintenance of an additional PRIB lane that may be installed during the term of the contract that are over and above specified on Schedules D. Prices are to be inclusive of all support and services required to maintain an additional PRIB lane.

Maintenance Component	Maintenance and Warranty Period (Year 1)			1st Maintenance Period (Year 2)			2nd Maintenance Period (Year 3)			3rd Maintenance Period (Year 4)			4th Maintenance Period (Year 5)		
	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price	Unit Price	UOM or Nbr of Months	Annual Price
Network Systems Maintenance	\$263	12	\$3,150	\$270	12	\$3,245	\$278	12	\$3,342	\$287	12	\$3,442	\$295	12	\$3,545
Bridge TCS Hardware Maintenance	\$88	12	\$1,050	\$80	12	\$1,082	\$83	12	\$1,114	\$96	12	\$1,147	\$98	12	\$1,182
Bridge TCS software maintenance. Includes all Bridge TCS application and system software (e.g. Lane Controller, Database, PHS, MOMS, etc.).	\$275	12	\$3,300	\$283	12	\$3,399	\$292	12	\$3,501	\$300	12	\$3,606	\$300	12	\$3,606
<b>Annual Maintenance Price</b>			<b>\$7,500</b>			<b>\$7,725</b>			<b>\$7,957</b>			<b>\$8,195</b>			<b>\$8,333</b>

Michele Ganz  
**TECSIDEL**  
Director of Sales

**4-D CONSIDERATION AND APPROVAL OF AN AGREEMENT BETWEEN  
THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND  
WILDLIFE MANAGEMENT SERVICES.**

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 WILDLIFE MANAGEMENT SERVICES (hereinafter called WMS).

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

PURPOSE OF REPRESENTATION

The CCRMA hereby employs WMS to serve as support services for the CCRMA in the area of Environmental project development. In providing these services, WMS will provide some or all of the following services in relation to assigned work tasks: (1) work closely with CCRMA staff and their engineers on the projects in the environmental phase; (2) provide support with environmental permitting and coordination with agencies; (3) provide support to CCRMA Staff in work with TxDOT, FHWA, and related agencies; (4) provide assessments and guidance for new and existing mitigation projects; (5) assist with environmental project development schedules and milestones.

COMPENSATION

In consideration of services to be rendered by WMS, the CCRMA hereby agrees to pay WMS an hourly sum of \$120.00 to be paid for services requested and performed. Compensation will include reimbursement for travel expenses for mileage, meals, and lodging at the standard Federal and State rates. WMS will invoice CCRMA for its services and include a detailed summary of the work performed. 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 WMS and will be reported by on a 1099 and the end of the calendar year as indicated on a valid W9 form.

### TERM

This agreement shall begin on October 1, 2017 and end on September 30, 2018 or until it is terminated by either party, upon thirty (30) days written notice.

### 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 WMS shall be sent certified or registered mail, addressed to Wildlife Management Services, 301 N. Houston Street, Aransas Pass Texas, 78336.

### 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 9<sup>th</sup> day of November 2017, at Brownsville, Cameron County, Texas.

  
\_\_\_\_\_  
Pete Sepulveda, JR. Executive Director

  
\_\_\_\_\_  
Wildlife Management Services

**4-E    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 14  
WITH S&B INFRASTRUCTURE FOR TRAFFIC PROJECTIONS FOR THE  
OUTER PARKWAY PROJECT.**

## WORK AUTHORIZATION NO. 14

This Work Authorization is made as of this 9<sup>th</sup> day of November, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority (CCRMA) ("Client") and S&B Infrastructure, Ltd. ("Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

PART 1. The Engineer will provide Traffic Projections Services for the Outer Parkway Project. S&B will perform the services set forth in Exhibit B to this Work Authorization shall be completed and delivered to Client by no later than January 12, 2018.

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

☒ The Services will be provided for the fixed price amount of \$59,129.96. This amount may be amended by mutual agreement of the Parties and established in a Work Authorization revision.

☐ The services will be provided on a cost reimbursable basis. The rates and associated charges are described in Exhibit D of this Work Authorization. The maximum amount payable for services under this Work Authorization is \$59,129.96 unless amended by mutual agreement of the Parties and established in a Work Authorization revision.

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

Cameron County Regional  
Mobility Authority

By:   
Frank Parker, Jr.

Chairman

Date: 11/9/17

S&B Infrastructure, Ltd.

By:   
Daniel O. Rios, PE

Senior Vice President

Date: 11/9/17

### LIST OF EXHIBITS

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

## **EXHIBIT A**

### **Authority's Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization. (The **Project** is further defined and more particularly identified in **Exhibit "A"** attached to this work authorization).

### ***GENERAL***

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

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

## EXHIBIT "B"

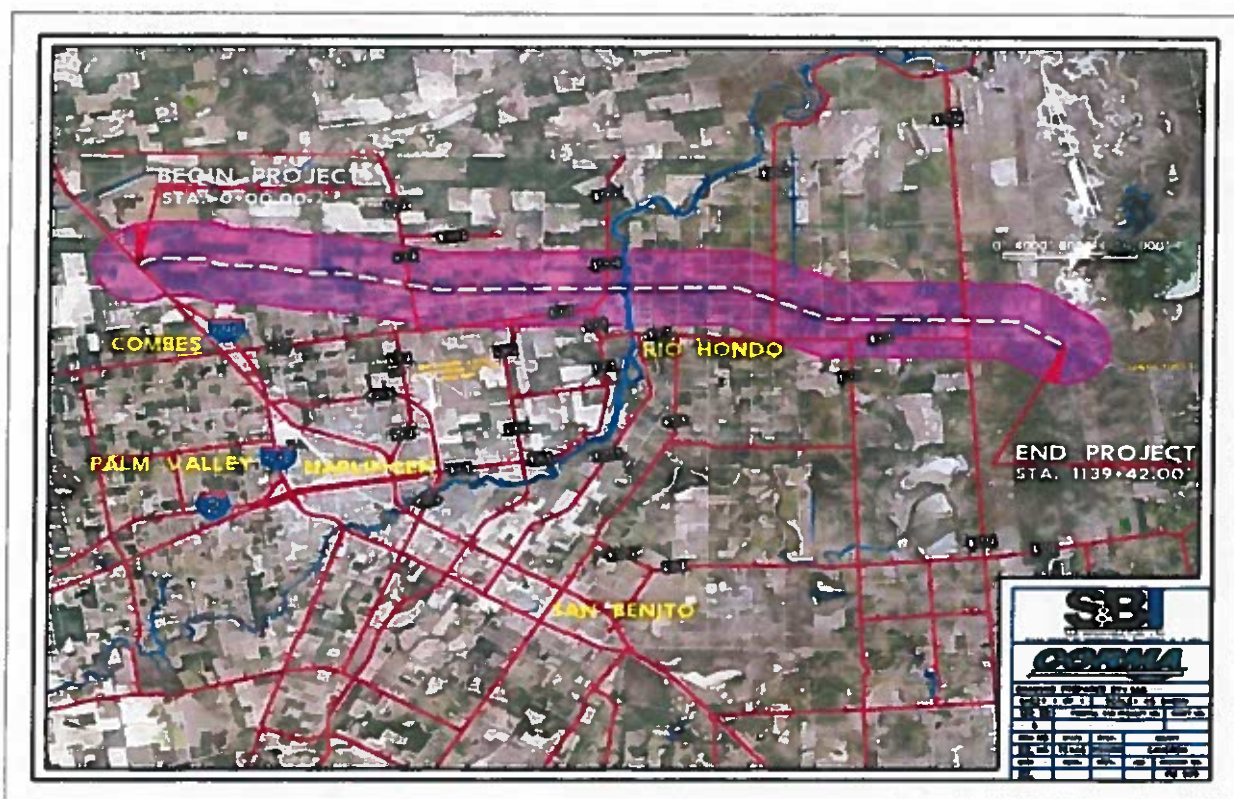
### Services to be Provided by the Engineer

#### SCOPE DETAILS

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

#### GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *Traffic Projections for the Outer Parkway Project* shown in the location map below.



- 1) Traffic Projections shall consist of the following:
  - a. Directional Traffic at Overpass Locations (Mainlanes, Ramps, etc.)
  - b. Existing/Proposed Traffic along IH 69E at the proposed Outer Parkway connection.
  - c. Traffic shall be in TP&P format to include standard projections for environmental studies and pavement design.

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

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

S&BI shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals as per the applicable traffic model methodologies.

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

#### **A. TECHNICAL ACTIVITIES**

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

##### **FC 110 Traffic Projections**

The Engineer shall perform the following activities during the development of the Traffic Projections:

1. Project Management and Mobilization
2. Review of Existing Traffic Data
3. Data Collection
4. Travel Demand Model (TDM) Adoption (Methodology)
5. TDM Model Runs
6. Prepare Traffic Forecasts
7. Documentation.

##### **FC 145 Project Management (PS&E)**

The Engineer shall perform the following management activities during the development of the Traffic Projections:

8. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
9. Coordinate / prepare sub-provider WA and manage sub-consultants (1 sub-consultants projected).
10. Preparation of invoices and progress reports (total = 4).
11. Research / review existing plans and data.
12. Monitor sub-providers' schedules on a monthly basis.
13. Organize and download electronic file deliverables.

# Exhibit C WA #14 Traffic Projections - Outer Parkway - Work Schedule

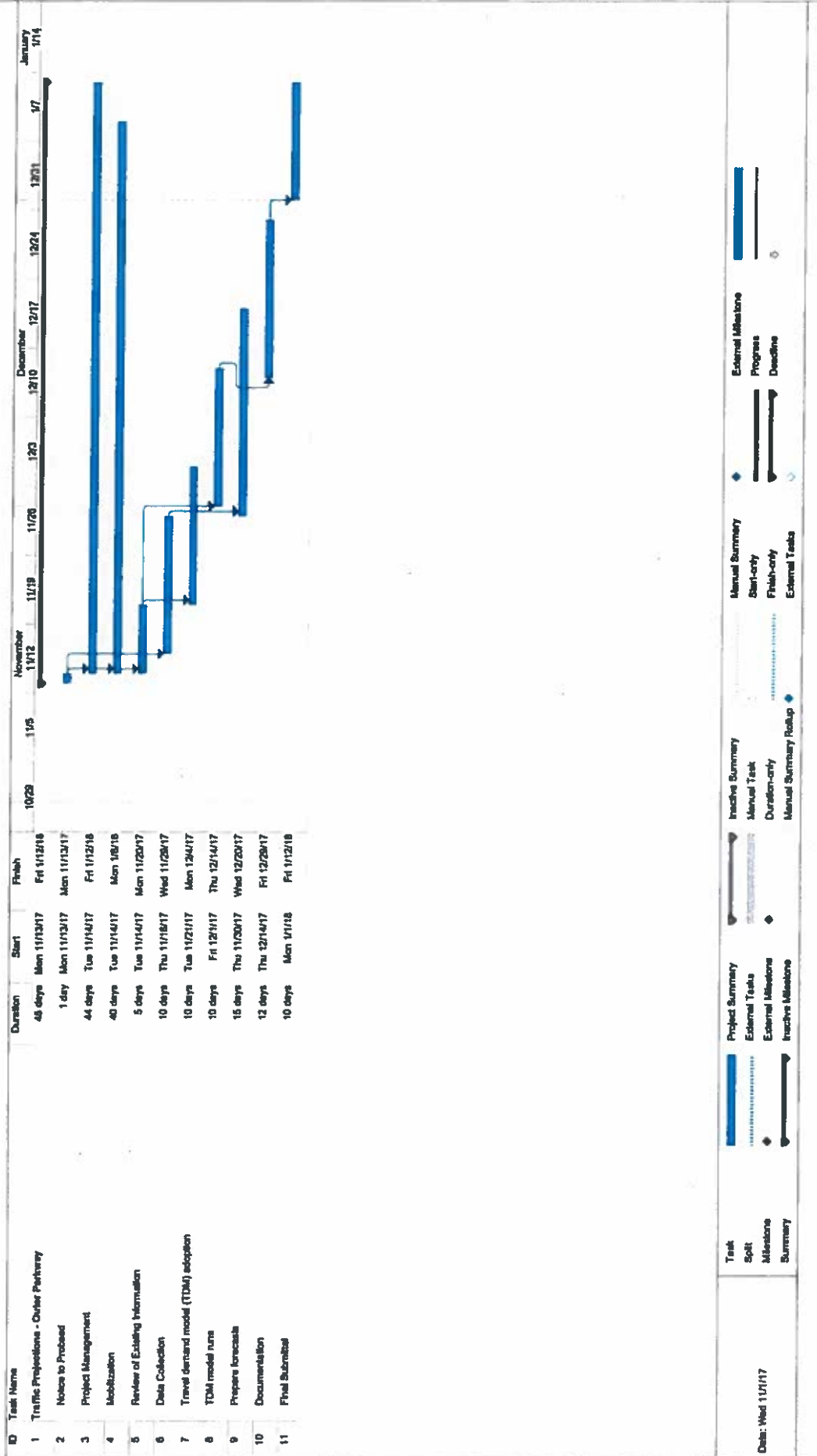






Exhibit D - Cost Proposal

**S&B**  
**Outer Loop Traffic Projections**

**Sub-consultant: CAM ASSOCIATES, INC.**  
**Schedule Duration: 8 Weeks after NTP**

DESCRIPTION	Project Manager Days/Expense	Senior Project Engineer Days/Expense	Project Engineer Days/Expense	Assistant Days/Expense	Total Labor/Expense	Remarks	Task Cost
Task 1. Project Management and Mobilization	4	0	0	0	4		\$ 848.00
Task 2. Review of existing information	4	4	8	0	16		\$ 2,293.20
Task 3. Data collection	4	8	8	0	20		\$ 2,558.32
Task 4. Travel demand model (TDM) adoption	8	12	12	0	32		\$ 4,893.82
Task 5. TDM model runs	8	12	40	0	60		\$ 7,884.12
Task 6. Prepare forecasts	18	40	40	0	98		\$ 13,948.72
Task 7. Documentation	18	40	40	24	120		\$ 16,542.72
<b>Subtotal</b>	<b>68</b>	<b>116</b>	<b>148</b>	<b>24</b>	<b>348</b>		<b>\$ 48,838.08</b>
<b>HOURS TOTAL</b>	<b>68</b>	<b>116</b>	<b>148</b>	<b>24</b>	<b>348</b>		
<b>LABOR RATE PER HOUR</b>	<b>\$212.47</b>	<b>\$108.83</b>	<b>\$97.15</b>	<b>\$60.50</b>			
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 14,468.56</b>	<b>\$ 12,517.48</b>	<b>\$ 14,376.28</b>	<b>\$ 1,464.00</b>	<b>\$ 42,826.32</b>		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>28.84%</b>	<b>48.21%</b>	<b>28.83%</b>	<b>3.97%</b>	<b>18.89%</b>	<b>CHECK</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>17.24%</b>	<b>33.33%</b>	<b>42.83%</b>	<b>8.89%</b>	<b>18.89%</b>		
<b>TOTAL DIRECT LABOR COST</b>						<b>Days</b>	<b>\$ 48,838.08</b>
<b>Travel Data Collection</b>						<b>Days</b>	<b>\$ -</b>
<b>TOTAL SUB-CONSULTANT COST</b>						<b>Days</b>	<b>\$ -</b>
<b>Parking</b>						<b>Days</b>	<b>\$ 25.00</b>
<b>Utilities</b>						<b>Days</b>	<b>\$ 600.00</b>
<b>Materials</b>						<b>Days</b>	<b>\$ 72.00</b>
<b>Laborers</b>						<b>Days</b>	<b>\$ 88.00</b>
<b>Overhead</b>						<b>Days</b>	<b>\$ 78.00</b>
<b>TOTAL DIRECT EXPENSES</b>							<b>\$ 787.00</b>
<b>GRAND TOTAL</b>							<b>\$ 49,625.08</b>

**4-F    CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION NO. 15  
WITH S&B INFRASTRUCTURE FOR TRAFFIC PROJECTIONS FOR THE  
SH 32 PROJECT.**

## WORK AUTHORIZATION NO. 15

This Work Authorization is made as of this 9<sup>th</sup> day of November, 2017, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, dated as of November 1, 2014 (the "Agreement"), between the Cameron County Regional Mobility Authority (CCRMA) ("Client") and S&B Infrastructure, Ltd. ("Engineer"). This Work Authorization is made for the following purpose, consistent with the services defined in the Agreement.

PART 1. The Engineer will provide Traffic Projections Services for the SH 32 Project. S&B will perform the services set forth in Exhibit B to this Work Authorization shall be completed and delivered to Client by no later than January 12, 2018.

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

☒ The Services will be provided for the fixed price amount of \$59,129.96. This amount may be amended by mutual agreement of the Parties and established in a Work Authorization revision.

☐ The services will be provided on a cost reimbursable basis. The rates and associated charges are described in Exhibit D of this Work Authorization. The maximum amount payable for services under this Work Authorization is \$59,129.96 unless amended by mutual agreement of the Parties and established in a Work Authorization revision.

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

Cameron County Regional  
Mobility Authority

By: Frank Parker, Jr.  
Chairman

Date: 11/9/17

S&B Infrastructure, Ltd.

By: Daniel O. Rios  
Daniel O. Rios, PE  
Senior Vice President

Date: 11/9/17

### LIST OF EXHIBITS

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

## **EXHIBIT A**

### **Authority's Responsibilities**

The following provides an outline of the services to be provided by the **Authority** in the development of the **Project** for this work authorization. (The **Project** is further defined and more particularly identified in **Exhibit "A"** attached to this work authorization).

### ***GENERAL***

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

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

## EXHIBIT "B"

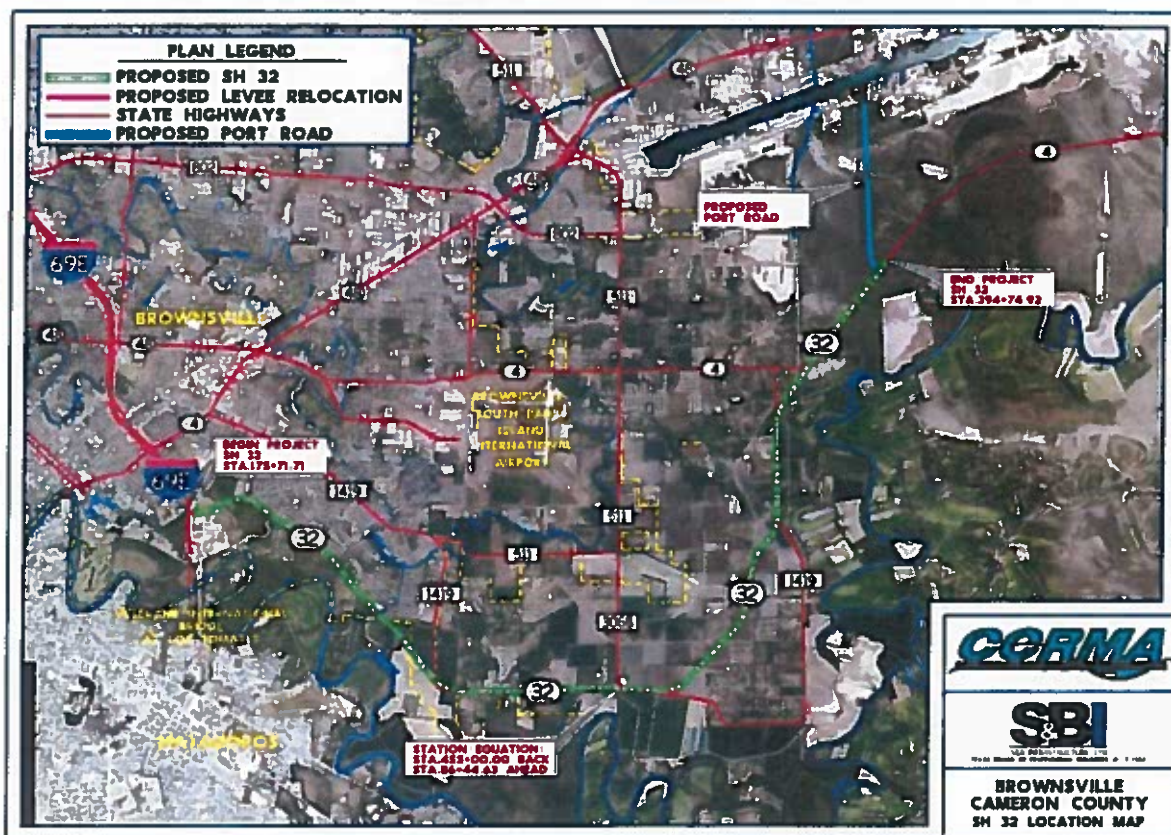
### Services to be Provided by the Engineer

#### SCOPE DETAILS

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

#### GENERAL DESCRIPTION

For this work authorization, S&BI shall perform activities for the development of the *Traffic Projections for the SH 32 Project* shown in the location map below.



- 1) Traffic Projections shall consist of the following:
  - a. Directional Traffic at Overpass Locations (Mainlanes, Ramps, etc.)
  - b. Existing/Proposed Traffic along SH 4 at the proposed SH 32 connection.
  - c. Traffic shall be in TP&P format to include standard projections for environmental studies and pavement design.

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

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

S&BI shall perform all work efforts and prepare all deliverables in accordance with the applicable/current requirements of the Texas Department of Transportation's (TxDOT) specifications, standards, and manuals as per the applicable traffic model methodologies.

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

#### **A. TECHNICAL ACTIVITIES**

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

##### **FC 110 Traffic Projections**

The Engineer shall perform the following activities during the development of the Traffic Projections:

1. Project Management and Mobilization
2. Review of Existing Traffic Data
3. Data Collection
4. Travel Demand Model (TDM) Adoption (Methodology)
5. TDM Model Runs
6. Prepare Traffic Forecasts
7. Documentation.

##### **FC 145 Project Management (PS&E)**

The Engineer shall perform the following management activities during the development of the Traffic Projections:

8. Prepare / manage WA, including recordkeeping, filing, administration, etc. and overall Quality Assurance / Quality Control (QA/QC).
9. Coordinate / prepare sub-provider WA and manage sub-consultants (1 sub-consultants projected).
10. Preparation of invoices and progress reports (total = 4).
11. Research / review existing plans and data.
12. Monitor sub-providers' schedules on a monthly basis.
13. Organize and download electronic file deliverables.

# Exhibit C WA #15 Traffic Projections - SH 32 - Work Schedule

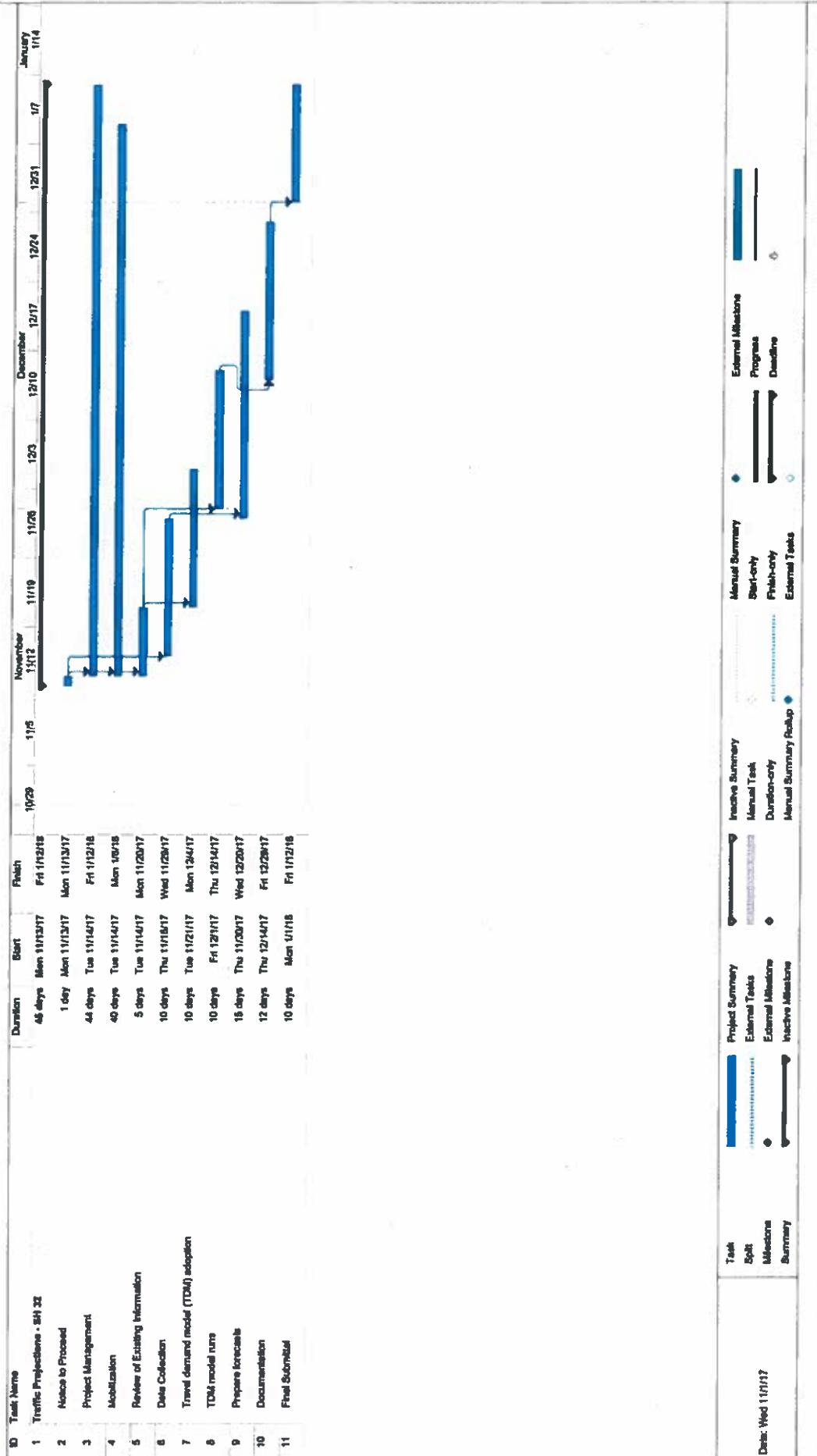






Exhibit D - Cost Proposal

SABH

SH 32 Traffic Projections

Sub-consultant: C&M ASSOCIATES, INC.

Schedule Duration: 8 Weeks after NTP

DESCRIPTION	Project Manager / Cost Engineer	Senior Project Engineer	Project Engineer	Subcontractors	Total Labor hrs	Materials	Tax Cost
Task 1. Project Management and Initialization	4	0	0	0	4		\$ 840.00
Task 2. Review of existing information	4	4	0	0	16		\$ 2,256.00
Task 3. Data collection	4	8	0	0	20		\$ 2,656.00
Task 4. Travel demand model (TDM) adoption	8	12	12	0	32		\$ 4,303.00
Task 5. TDM model runs	8	12	40	0	60		\$ 7,584.00
Task 6. Prepare forecasts	16	40	40	0	96		\$ 12,840.00
Task 7. Documentation	16	40	40	24	120		\$ 16,320.00
<b>Subtotal</b>	<b>60</b>	<b>112</b>	<b>140</b>	<b>24</b>	<b>348</b>		<b>\$ 46,800.00</b>
<b>HOURS TOTAL</b>	<b>60</b>	<b>112</b>	<b>140</b>	<b>24</b>	<b>348</b>		
<b>LABOR RATE PER HOUR</b>	<b>\$212.17</b>	<b>\$198.53</b>	<b>\$97.15</b>	<b>\$68.50</b>			
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$ 12,748.20</b>	<b>\$ 16,317.48</b>	<b>\$ 14,371.20</b>	<b>\$ 1,568.00</b>	<b>\$ 46,800.00</b>		
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)</b>	<b>28.64%</b>	<b>48.31%</b>	<b>28.83%</b>	<b>3.33%</b>	<b>100.00%</b>	<b>CHECK</b>	
<b>PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)</b>	<b>17.26%</b>	<b>33.33%</b>	<b>42.85%</b>	<b>8.89%</b>	<b>100.00%</b>	<b>\$ 46,800.00</b>	
<b>TOTAL DIRECT LABOR COST</b>							<b>\$ 46,800.00</b>
<b>Travel Data Collection</b>							
<b>TOTAL SUB-CONSULTANT COST</b>							
<b>Perkins</b>							
<b>Adams</b>							
<b>Moore</b>							
<b>Landis</b>							
<b>Car Rental</b>							
<b>TOTAL DIRECT EXPENSES</b>							<b>\$ 767.00</b>
<b>GRAND TOTAL</b>							<b>\$ 46,763.00</b>

**4-H CONSIDERATION AND APPROVAL OF CHANGE ORDER NUMBER 3  
WITH TOLL PLUS, INC. FOR THE IMPLEMENTATION OF THE PHARR  
REYNOSA BRIDGE.**



## CHANGE ORDER ANALYSIS FORM

<b>Request No:</b>	CCRMA-C03-3nov2017	<b>Project/System:</b>	CCRMA BOS
<b>Name of the client:</b>	CCRMA		
<b>Originator:</b>	Adrian Rincones	<b>Affected Area:</b>	CCRMA BOS
<b>Date Raised</b>	3-Nov-17	<b>Priority:</b>	High
<b>Type:</b>	Enhancement	<b>Phase/Milestone:</b>	Applicable - See below

**Change description:**

*The Back Office System for CCRMA needs to be enhanced to serve PHARR Bridge customizations. The system needs to be modified to accommodate PHARR Bridge specific business rules for Customer Account Management, Transaction pricing, Revenue Reporting and Reconciliation, PHS Interface changes to provide Interoperability with SH-550 and interface with PHARR Lane System as described in the draft BRD attached as an Appendix.*

*The scope does not include any changes to CCRMA Customers or Account functionality that's currently available (RBP and PBM Accounts).*

**Impact of the changes:**

*The following are the high level impacted areas.*

- . Internal Portal - enhancements to enable CCRMA and PHARR Operations/CSR's to be able to manage their respective Customers and apply specific business rules as described in the BRD. This includes setting up new prepaid Tag accounts for PHARR Customers; Manage Accounts, Revenue Reporting and Reconciliation.*
- . External or Self Service Portal - Create a new web Portal for PHARR Customers to login to manage their accounts. The website be customized to have same theme or look and feel as PHARR Corporate website. The required graphic content and other resources to be provided by CCRMA. The features will largely remain same as is currently available in CCRMA Self Service Portal.*
- . Transaction Processing -New Interface with PHARR Lane System Host to receive transactional data and send Toll Tariff's, Account status changes. Existing Interface with CCRMA PHS may need to modified to exchange Tag/Plate list and process toll transactions for PHARR customers made on SH-550.*

*There will be no changes to the current CCRMA Customers or Account functionality in place.*

**Actions to be taken:**

- Modify BOS Internal Portal to handle PHARR Prepaid Accounts as per the specific business rules described in the BRD. This includes Account Creation, Tag Issuance, Statement generation, Account Management and Reporting. PHARR CSR's will only be able to access PHARR Customer Accounts and CCRMA Ops will only be able to access CCRMA Customers (RBP and PBM Accounts).*
- Modify BOS External Portal to provide a separate look and feel for PHARR Customers to login and manage their accounts.*
- Modify Backend Transaction Processing to interface with PHARR Lane System Host to receive Toll Transactions (Cash, Coupon and Tag transactions) and post to Customer Accounts. Account or Tag Status list may need to be exchanged with PHARR Host pending discussions and requirements closure with Teccidel. Modify existing interface with CCRMA Host to potentially exchange Tag/Plate lists for PHARR Customer Tags.*
- Modify Reporting Module to create custom reports specific to PHARR Operations as described in the BRD.*

**Price:**

**Implementation:** \$600,000 (fixed price)

**Milestones:** NTP - 25% (\$150,000) ; FAT Testing - 50% (\$300,000) ; Go-Live - 25% (\$150,000)

**Maintenance:** Additional \$6,000 per month to the monthly maintenance fee until termination of the main agreement. Annual price escalation for the additional maintenance fee 2.5% from January 2019

**Tentative GO-LIVE date:**

Mar 31st, 2018

**Accepted/rejected:**

Customer's comments on Impact Analysis

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Customer:

Name

Title

Signature

Teemu Riihelä

Summerau

- 4-I RESOLUTION AUTHORIZING THE ISSUANCE OF CAMERON COUNTY REGIONAL MOBILITY AUTHORITY VEHICLE REGISTRATION FEE REVENUE REFUNDING BONDS; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BOND, AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF TRANSACTION DOCUMENTS; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO. (TABLED)**